

3. Aquatic vegetation			
a. Duckweed vegetation is satisfactory	N/A	YES	X NO, comment # 8
b. Pennywort vegetation is satisfactory	N/A	X YES	NO, comment #
c. Hyacinth vegetation is satisfactory	N/A	X YES	NO, comment #
d. Cattail vegetation is satisfactory	N/A	X YES	NO, comment #
e. Other: vegetation is satisfactory	N/A	X YES	NO, comment #
4. Liner condition is satisfactory	N/A	X YES	NO, comment #
5. Number of operational aerators/total number of aerators	4/8	operational aerators/total aerators	
6. Aerator condition is satisfactory	N/A	X YES	NO, comment #
7. Baffle condition is satisfactory	N/A	X YES	NO, comment #
D. Secondary Treatment			
1. Trickling filter(s) is satisfactory	X N/A	YES	NO, comment #
2. Other: is satisfactory	X N/A	YES	NO, comment #
E. Tertiary Treatment			
1. Post aeration is satisfactory	N/A	X YES	NO, comment #
2. Disinfection is satisfactory	N/A	YES	X NO, comment # 9
a. UV system is satisfactory	N/A	YES	X NO, comment # 10
b. Chlorinator(s) is satisfactory	X N/A	YES	NO, comment #
c. Contact chamber is satisfactory	X N/A	YES	NO, comment #
d. Dechlorinator(s) is satisfactory	X N/A	YES	NO, comment #
e. Other: is satisfactory	X N/A	YES	NO, comment #
F. Flow Measurement			
1. Device Description: UltraMag in-line flow meter			
2. Device(s) comply with Permit	N/A	X YES	NO, comment #
3. Device(s) adequately installed	N/A	X YES	NO, comment #
4. Device(s) properly maintained and operated	N/A	X YES	NO, comment #
5. If totalized, calibration frequency adequate	N/A	X YES	NO, comment #
G. Effluent / Receiving Waters			
1. Latitude and longitude of the primary outfall:	Latitude: 32.423333	Longitude: -87.519444	
2. Overall appearance is satisfactory - color/aesthetics/sheen/floatables	N/A	X YES	NO, comment #
3. Describe effluent appearance: Clear with light green tint			
4. There is no negative observed effect on the receiving stream	N/A	X YES	NO, comment #
5. Were samples taken by ADEM?		YES	X NO, comment #
If yes: Were samples split with Permittee?		YES	NO, comment #
If yes: List parameters that were split:			
H. Hydrograph Controlled Release (HCR)			
1. Release charts, records, and instrumentation are satisfactory	X N/A	YES	NO, comment #
2. Stream gauging station is satisfactory	X N/A	YES	NO, comment #
3. Type of release mechanism	Manual	Automatic	
4. Release mechanism is satisfactory	X N/A	YES	NO, comment #
I. Sampling			
1. Location(s) adequate	N/A	X YES	NO, comment #
2. Sample type(s) agree with Permit	N/A	X YES	NO, comment #
3. Sample frequency(s) agree with Permit	N/A	X YES	NO, comment #
4. Preservation techniques agree with 40 CRF 136	N/A	X YES	NO, comment #
5. Sample holding times agree with EPA guidance	N/A	X YES	NO, comment #
6. Monitoring and analyses performed more frequently than required	N/A	X NO	YES, comment #
If so, results are reported on the DMRs		YES	NO, comment #
7. Stormwater samples collected and analyzed in accordance with Permit	N/A	X YES	NO, comment #

Uniontown Wastewater  
Treatment Facility  
AL0063657  
Perry County (105)

September 1, 2020  
Brenna Terry  
Birmingham Field Office



Overflow observed at the facility's sprayfield.

<b>J. Bypassing</b>			
Has a bypass occurred at the plant since last ADEM inspection?	N/A	NO	X YES, comment # 2
If yes: 1. Did the discharge receive primary treatment?		YES	X NO, comment #
2. Did the discharge receive disinfection?		YES	X NO, comment #
3. Have repairs or upgrades been made to eliminate further bypasses?		X YES	NO, comment #
4. Reason for discharge: Heavy rainfall at lagoon			
5. How many times per year do bypasses occur?	1 #/year		
<b>IV. COLLECTION SYSTEM</b>			
A. Lift stations are satisfactory	N/A	YES	X NO, comment # 11
B. Collection system maintenance is satisfactory	N/A	YES	X NO, comment # 12
C. Has an overflow occurred in collection system since last ADEM inspection?	N/A	NO	X YES, comment #
If yes: 1. Did the discharge receive primary treatment?		YES	X NO, comment #
2. Did the discharge receive disinfection?		YES	X NO, comment #
3. Repairs or upgrades been made to eliminate further discharges?		X YES	NO, comment #
4. Reason for discharge: Mechanical failures, root infiltration, heavy rainfall, aged equipment			
5. How many times per year do overflows occur?	10 #/year		
<b>V. OTHER ITEMS INSPECTED</b>			
At the time of the inspection, one of the two effluent pumps from the lagoon to the sprayfield was leaking and spraying water (photograph #16)			
At the time of the inspection, one of the facility's two influent flow meters was broken, resulting in inaccurate influent flow measurement.			

VII. COMMENTS		
Comment No.	Comment	Photograph No.
1	At the time of the inspection, the facility's NPDES permit had been administratively extended by the Department.	
2	The facility's NPDES permit indicated that the lagoon entrance was on Lucian Street. The entrance was actually located at West Forniss Street.	
3	At the time of the inspection, two unpermitted discharges were observed. An emergency overflow outfall had been constructed in the final cell of the lagoon at a former discharge point, resulting in an unpermitted discharge to Cottonwood Creek. The facility's sprayfield was overflowing, resulting in an unpermitted discharge to Freetown Creek. Facility personnel indicated that ADEM was aware of these discharges. The discharge to Freetown Creek was reported by the facility as an ongoing SSO event.	1-8
4	At the time of the inspection, the facility did not have a written SSO response plan. Facility personnel indicated that they were in the process of developing a written plan.	
5	At the time of the inspection, the influent pump station was flooded.	9, 10
6	At the time of the inspection, the bar screen station was flooded. A motor on the bar screen had been damaged by water.	9, 10
7	At the time of the inspection, a pile of grit was observed on the ground next to the bar screen.	11
8	Duckweed covered approximately 90% of the lagoon's final cell. Duckweed was observed in Cottonwood Creek at the emergency overflow outfall.	12-14, 6, 7, 9
9	At the time of the inspection, a method of disinfection was not in place. Several DMRs indicated high fecal coliform and E. coli levels in exceedance of the facility's permitted limits.	
10	At the time of the inspection, a UV system had been installed but was not in operation due to mechanical failure.	15
11	Facility personnel indicated that frequent lift station malfunctions occurred, resulting in multiple SSO events per year.	
12	Facility personnel indicated that frequent collection system malfunctions occurred, resulting in multiple SSO events per year.	





2

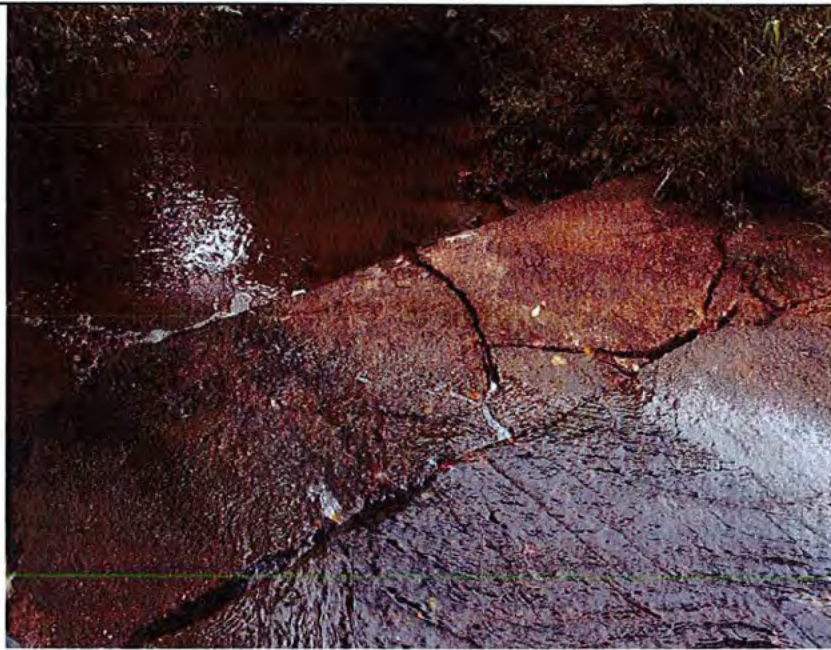
Overflow observed at the facility's sprayfield prior to discharging to Freetown Creek via pipe.



3

Unpermitted discharge of sprayfield overflow into Freetown Creek, approximately 30 feet downgradient of sprayfield.



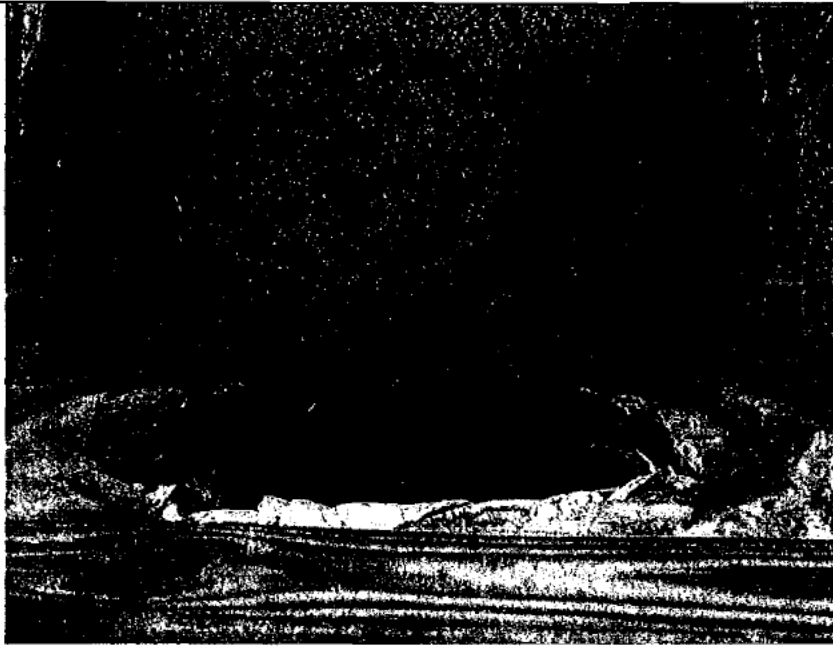


Unpermitted discharge of sprayfield overflow into Freetown Creek, approximately half a mile downstream of sprayfield.



Emergency overflow outfall constructed at a former discharge point. Discharge was unpermitted and went to Cottonwood Creek. Heavy duckweed was observed in third cell in the series at the discharge point.

6

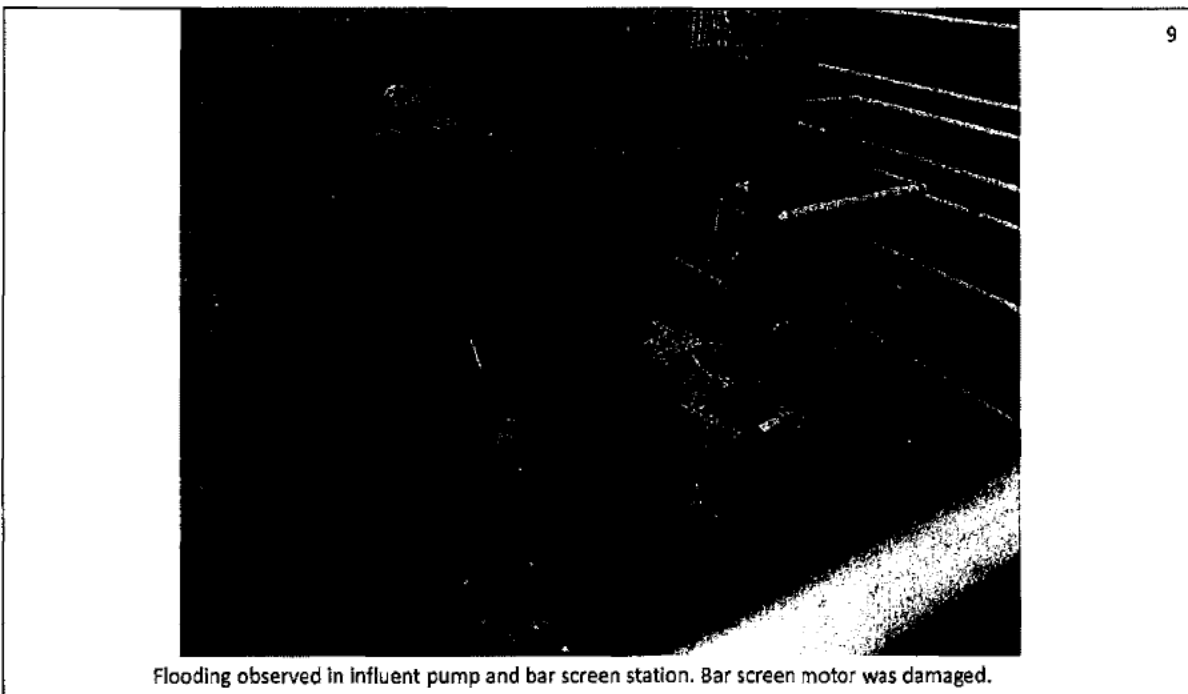
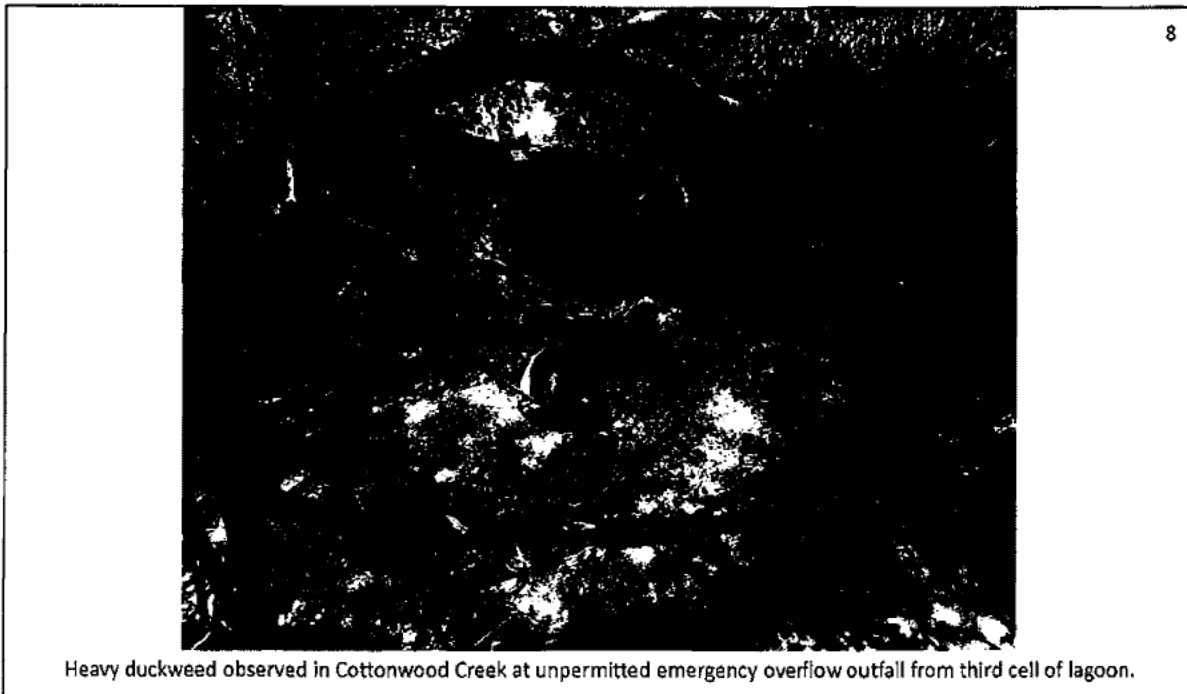


Emergency overflow outfall constructed at a former discharge point. Discharge was unpermitted and went to Cottonwood Creek.

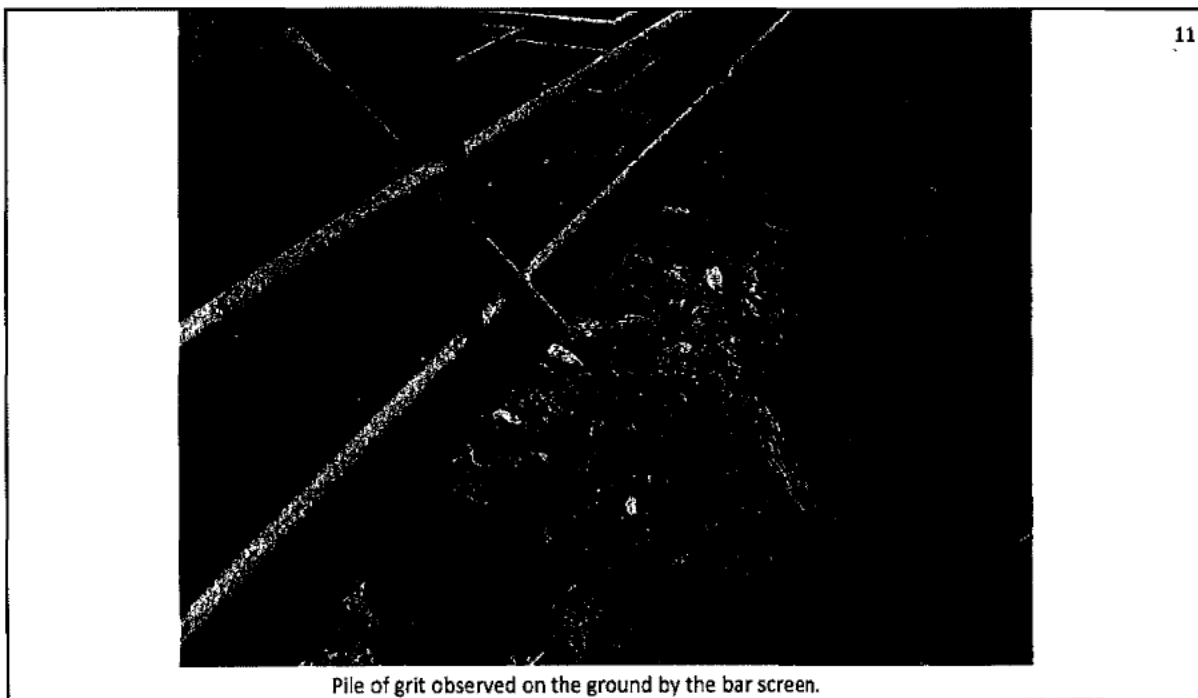
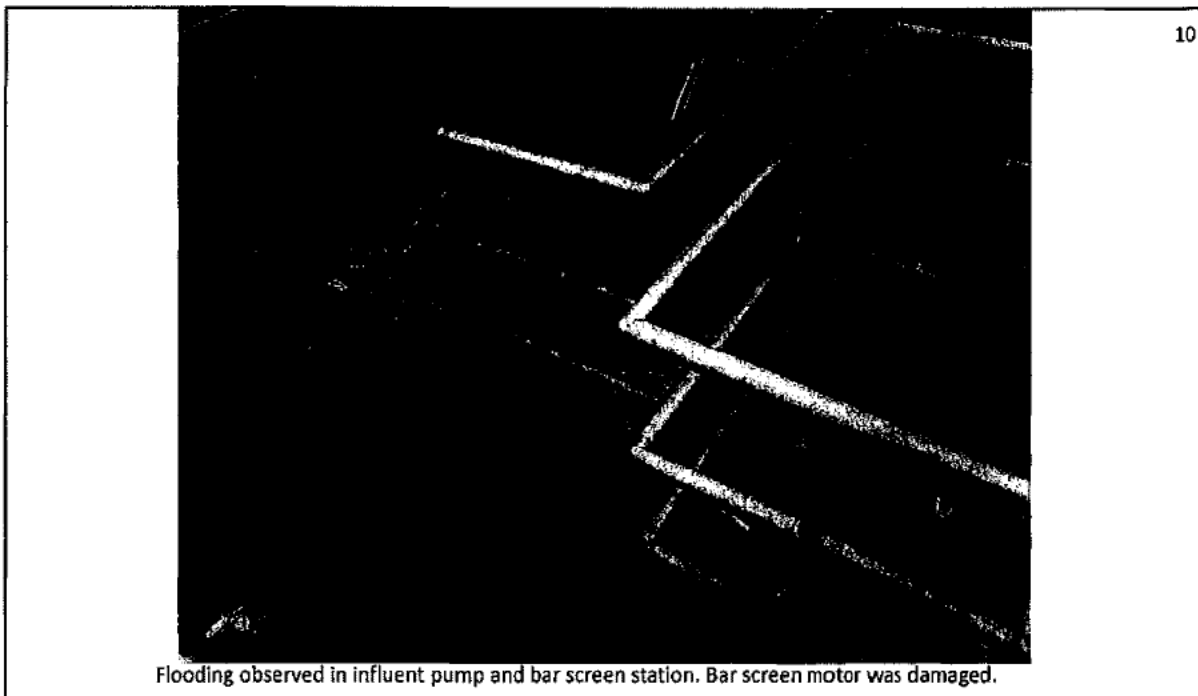
7

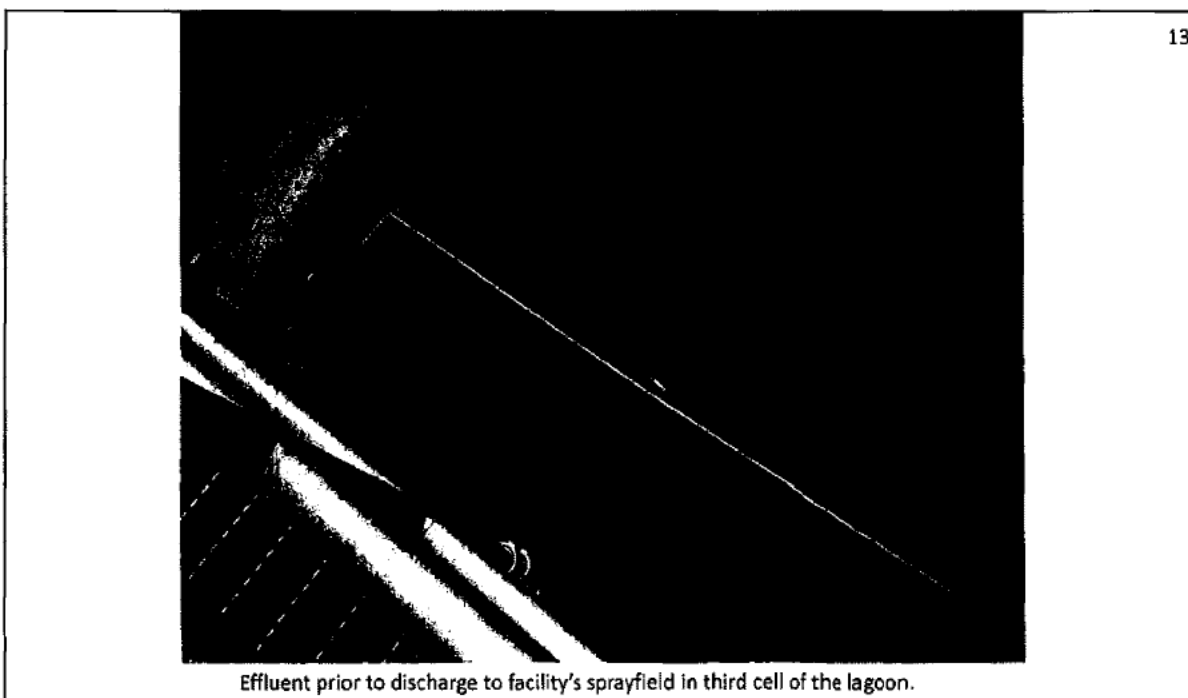
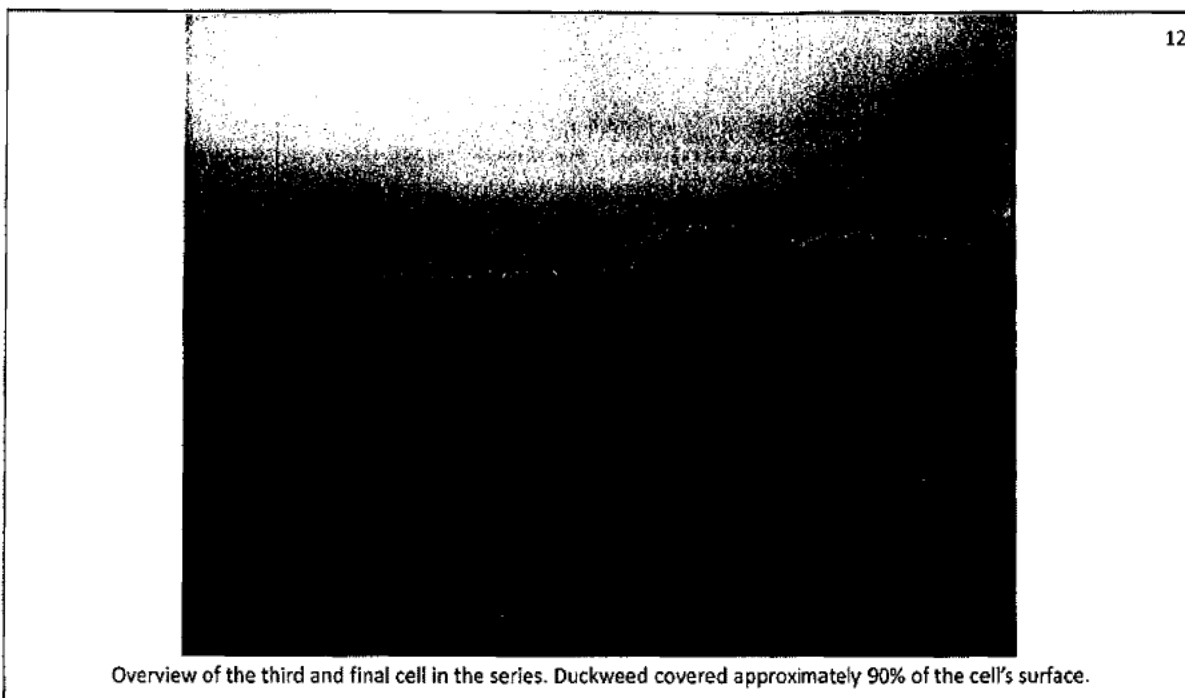


Emergency overflow outfall at weir of former discharge point. Discharge was unpermitted and went to Cottonwood Creek.

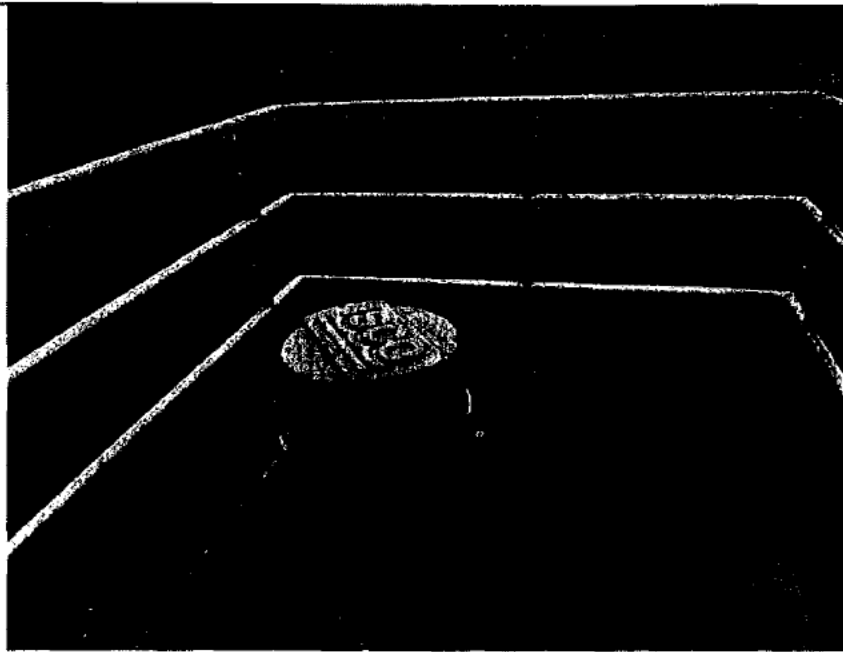






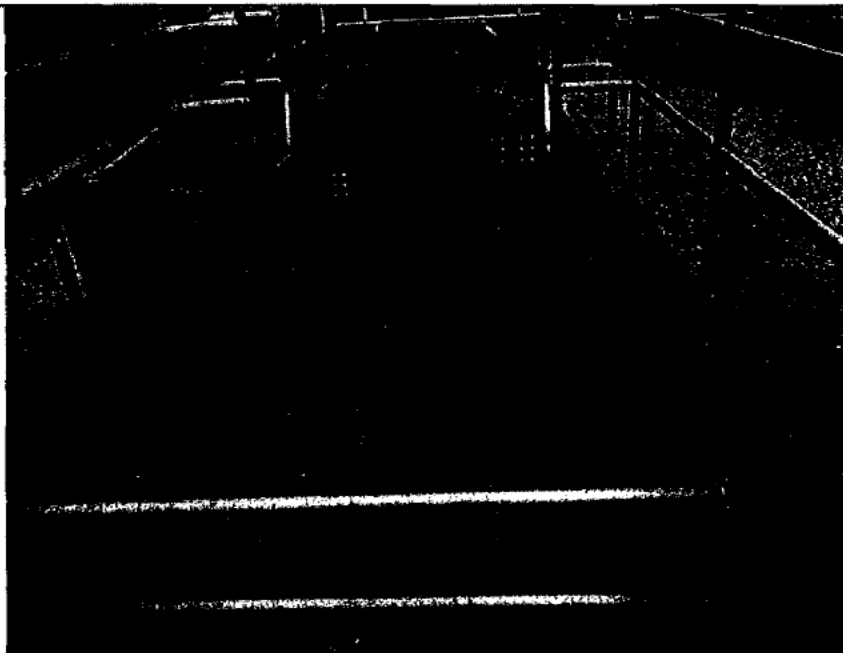


14



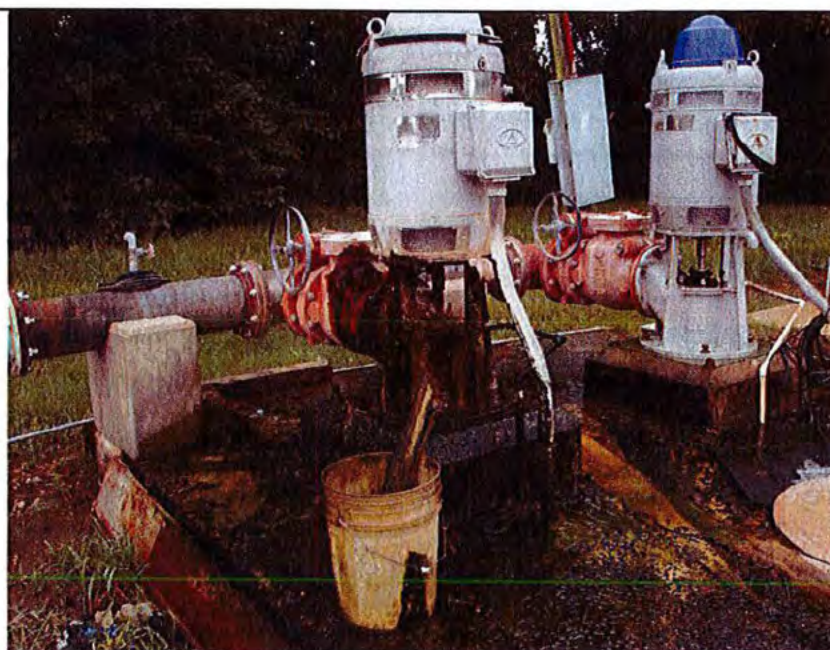
ISCO composite sampler at effluent prior to discharge to facility's sprayfield.

15



UV disinfection system in place but not operating at the time of the inspection.





16

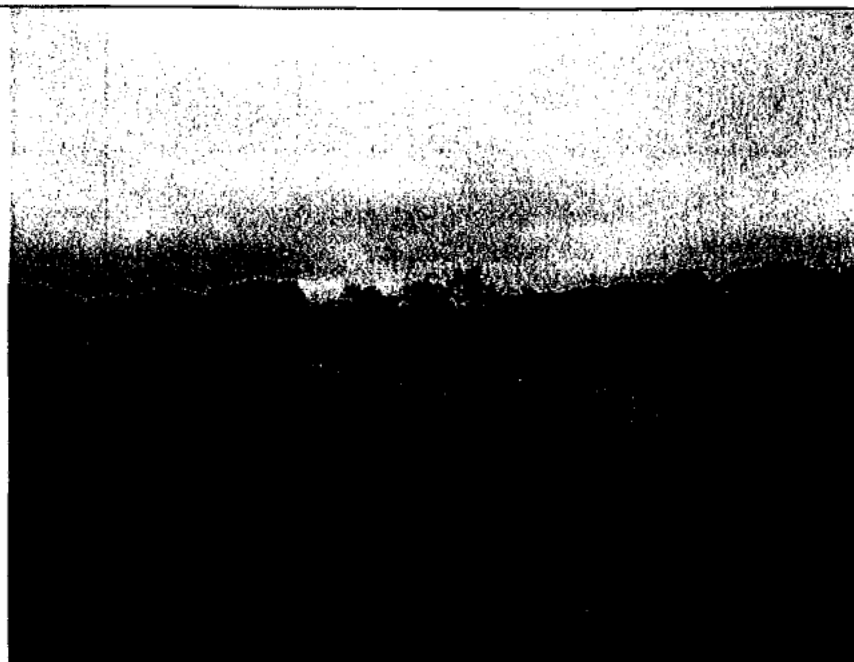
Two effluent pumps to facility's sprayfield. Heavy leak was observed at the left pump above yellow bucket. Water was ground absorbed.



17

Overview of the first of three cells in the series.

18



Overview of second of three cells in the series.

A RESOLUTION ADOPTING SERVICE RULES  
AND REGULATIONS  
OF  
UNIONTOWN WATERWORKS & SEWER BOARD

Be it resolved by the governing body Board of Directors of the Uniontown Waterworks & Sewer Board (hereinafter called the System, whether a non-profit System, water board, authority, city or town), that the Service Rules and Regulations of the System are as follows:

I. GENERAL POLICIES

- (a) All utility meters are property of the System. It is the responsibility of all customers to provide safe and adequate access to the utility meters for our utility personnel. It is the responsibility of the System's utility workers to turn on and off all System utilities.

II. TYPES OF SERVICE

- (a) The rate schedule set forth below contemplates a single user, such as one family dwelling, one farm dwelling with appurtenances, or one commercial operation, and will not be changed without the prior consent of the USDA Rural Development.



### III. RATE SCHEDULE – FEES / DEPOSITS

#### (a) WATER

RESIDENTIAL – Decreasing Block Rate			
Implementation	Description	Cost Inside City	Cost Outside City
Current	Minimum Bill (Includes 1 <sup>st</sup> 2000 gallons)	\$14.10	\$26.00
	2,001 – 10,000 gallons	\$2.50/1,000 gallons	\$2.50/1,000 gallons
	10,001 – 25,000 gallons	\$1.10/1,000 gallons	\$1.10/1,000 gallons
	25,001 – 50,000 gallons	\$0.93 /1,000 gallons	\$0.93 /1,000 gallons
	50,001 – 100,000 gallons	\$0.85/1,000 gallons	\$0.85/1,000 gallons
	All over 100,000 gallons	\$0.78/1,000 gallons	\$0.78/1,000 gallons

COMMERCIAL – Uniform Block Rate			
Implementation	Description	Cost Inside City	Cost Outside City
Current	Minimum Bill (Includes 1 <sup>st</sup> 1000 gallons)	\$24.00	Same as Inside
	All over 1,000 gallons	\$1.90/1,000 gallons	

INDUSTRIAL – N/A			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

GOVERNMENTAL – N/A			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

BULK / WHOLESALE – N/A			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

FIRE/HYDRANT – N/A			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

CUSTOM – N/A			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

## (b) SEWER

RESIDENTIAL – Uniform Block Rate			
Implementation	Description	Cost Inside City	Cost Outside City
Current	Minimum Bill (Includes 1 <sup>st</sup> 2,000 gallons)	\$18.10	Same as Inside
	All over 2,000 gallons	\$2.50/1,000 gallons	

COMMERCIAL – Uniform Block Rate			
Implementation	Description	Cost Inside City	Cost Outside City
Current	Minimum Bill (Includes 1 <sup>st</sup> 2,000 gallons)	\$24.00	Same as Inside
	All over 2,000 gallons	\$1.95/1,000 gallons	

INDUSTRIAL – N/A			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

GOVERNMENTAL – N/A			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

CUSTOM – N/A			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

## (c) FEES – DEPOSITS

Implementation	Description	Cost
Current	Meter Deposit - Owner	\$25.00 + \$50.00 turn-on fee
	Meter Deposit - Renter	Same as owner
	Meter Installation Fee – 5/8" or 3/4"	\$250 + deposit
	Meter Installation Fee – 1"	No Current Fee
	Meter Installation Fee – 2"	No Current Fee
	Meter Installation Fee – 4"	No Current Fee
	Meter Installation Fee – 6"	No Current Fee
	Meter Installation Fee – 8"	No Current Fee
	Meter Installation Fee – Other/Custom	No Current Fee
	Late Fee	Greater of \$1 or 10% of the bill
	Non-Payment Fee	\$25.00
	Meter Re-Read Fee	No Current Fee
	Meter Bench Test Fee	No Current Fee
	Punitive Fee	No Current Fee
	Sewer Lateral Installation Fee	\$250 + deposit
	Sewer Lateral Inspection Fee	No Current Fee

#### IV. APPLICATION FOR SERVICE

- (a) GENERAL APPLICATION - The consumer will fill out an application for service, in person, at the office of the System at the same time they make the necessary deposits as required. The signature of the designated water user indicates his/her agreement to accept responsibility for any indebtedness incurred for water and sewer use. However, if the designated water user terminates service with an outstanding bill in excess of the deposit, his/her signature above represents acceptance of responsibility for any outstanding balance and this balance must be paid before the applicant can obtain services at another location in the service area.
- (b) RENTER APPLICATION - Both Renter and property owner will fill out an application for service, in person, at the office of the System at the same time they make the necessary deposits as required. The property owner must provide proof of ownership of the property being rented. This may be done by providing a copy of a deed, property tax payment receipt or another utility bill addressed to the property owner at the property address. The signature of the designated water user indicates his/her agreement to accept responsibility for any indebtedness incurred for water and sewer use. If the renter moves with an outstanding bill in excess of the deposit, the System will begin a collection process in order to secure payment for those services from the renter. However, if the System is unable to collect payment from the renter, the property owner's signature on the renter's application represents acceptance of responsibility for any outstanding balance and this balance must be paid before the property can be rented to another individual.
- (c) DEPOSITS - Meter deposits will be required of all consumers when water and/or sewer service becomes available. The representative meter deposits are outlined in Section III of this document.

#### V. CHARGES FOR USERS AGREEING TO USE SERVICE

- (a) Each consumer applying for new service of the System shall pay a non-refundable Meter Installation Fee plus the applicable Meter Deposit as outlined in Section III of this document.

#### VI. MINIMUM CHARGE

- (a) The minimum charge, as provided in the rate schedule, shall be made for each connection subscribed for under provisions of Section V above, and shall be collected until consumer notifies System to remove or lock meter until service is desired.
- (b) Water and/or sewer furnished for a given lot shall be used on that lot only. Each consumer's service must be separately metered at a single delivery and metering point.
- (c) Bills are due by the 10<sup>th</sup> day of the month. Non-payment by 4:00 PM on the 10<sup>th</sup> day of the month will result in a Late Fee as defined in Section III of this document. Non-payment by 4:00 PM on the 20<sup>th</sup> day of the month will result in a Non-Payment



Fee as defined in Section III of this document and the termination of service or the customer being locked off for non-payment.

- (d) The System shall not under any condition furnish water or sewer free of charge to anyone except under legal certain provisions set forth by the Board and approved by the USDA, such as fire protection.

#### VII. SYSTEM'S RESPONSIBILITY AND LIABILITY

- (a) The System shall run a service line from its distribution line to the property line where the distribution line exists, or is to be constructed, and runs immediately adjacent and parallel to the property to be served. No service charge, other than the Meter Installation Fee and representative Meter Deposit referred to in Section V above, will be made for a 5/8" or 3/4" meter. A proportionately greater charge will be made for a meter of larger dimension.
- (b) The System may make connections to service other properties not adjacent to its lines upon payment of reasonable costs for the extensions of its distribution lines as may be required to render such service.
- (c) The System may install its meter at or near the property line or, at the System's option, on the consumer's property within three feet of the property line.
- (d) The System reserves the right to refuse service unless the consumer's lines or piping are installed in such a manner as to prevent cross-connections or backflow.

#### VIII. CONSUMER'S RESPONSIBILITY

- (a) Where meter or meter box is placed on the premises of a consumer, a suitable place shall be provided by the consumer therefore, unobstructed, and accessible at all times to the meter reader.
- (b) The consumer's piping and apparatus shall be installed and maintained by the consumer at the consumer's expense, in a safe and efficient manner and in accordance with the System's Rules and Regulations and in full compliance with the sanitary regulations of the Alabama Department of Environmental Management (ADEM).
- (c) Water and/or sewer service furnished by the System shall be used for consumption by the consumer, members of the household living in the same dwelling, and employees only. No multiple users from one meter will be tolerated.
- (d) The consumer shall not sell water and/or sewer service to any other person or permit any other person to use said water and/or sewer service. Water shall not be used for irrigation, fire protection or other purposes, except under certain legal provisions set forth by the board and approved by the USDA and when it does not interfere

with the regular domestic consumption and demand in the area served. Disregard for this rule shall be sufficient cause for refusal or discontinuance of service.

IX. ACCESS TO PREMISES

- (a) Duly authorized agents of the System shall have access, at all reasonable hours, to the premises of the consumer, for the purpose of installing or removing System property, inspecting piping, reading and testing meters, or for any other purpose in connection with the System service and facilities.
- (b) Extensions of the system shall be made only when the consumer shall grant or convey to the System, a permanent easement or right of way across any property traversed by the water and/or sewer lines.

X. CHANGE OF OCCUPANCY

- (a) Not less than 7 days' notice must be given in person or in writing, at the System office, to discontinue service or to change occupancy. A customer account with an outstanding balance due to the System shall not be transferred to another name of an individual, agency or business entity for the purpose of procuring water and/or sewer service for the same address without the outstanding balance due to the System being satisfied in full.
- (b) The Outgoing party shall be responsible for all water and/or sewer consumed up to the time of departure or the time specified for departure, whichever period is longer.

XI. METER READING – BILLING – COLLECTING

- (a) Meters will be read, and bills rendered monthly, but the System reserves the right to vary the date or length of period covered temporarily or permanently if necessary or desirable.
- (b) Bills for water and/or sewer will be figured in accordance with the System's water and/or sewer rate schedule and will be based on the amount of water and/or sewer consumed during the period covered by the water and/or sewer readings except where a consumer orders a turn-off less than one month after a turn-on. The minimum bill to such consumer for such period shall be equal to the minimum charge of both water and sewer if applicable of one full month's service.
- (c) Readings from different meters will not be combined for billing.
- (d) Bills shall be paid at such place specified by the System.
- (e) Bills are due by the 10<sup>th</sup> day of the month. Non-payment by 4:00 PM on the 10<sup>th</sup> day of the month will result in a Late Fee as defined in Section III of this document.

- (f) Delinquent notices may be mailed to consumer on the first business day following the 10<sup>th</sup> of each month, but whether mailed or not, non-payment by 4:00 PM on the 20<sup>th</sup> day of the month will result in a Non-Payment Fee as defined in Section III of this document and the termination of service or the customer being locked off for non-payment.
- (g) Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the consumer from payment.

## XII. SUSPENSION OF SERVICE

- (a) When services are discontinued, and all bills have been paid, the meter deposit will be refunded.
- (b) Upon discontinuance of service for nonpayment of bills, the meter deposit will be applied by the System toward settlement of the account. Any balance will be refunded to the consumer but if the meter deposit is not sufficient to cover the bill, the System may proceed to collect the balance in the usual way provided by law for collection of debts.
- (c) Service disconnected for nonpayment will be restored only after all existing charges have been paid, including, but not limited to, any service charges, penalties, fees, and any additional deposits as required.
- (d) When a service has been locked for non-payment, at a customer's request or other allowable reasons, the system has the right to remove the meter from the meter box 30 days following the meter lock date. If service is restored to said meter location, customer will be charged any delinquency on the account and for a new meter service.
- (e) When a service is locked for non-payment or at a customer's request and payment is then made (in full) on said service, the System will unlock or restore service to customer on or before the next business day at the time the payment was accepted at the office.
- (f) When it is identified that multiple users are connected to one meter, the Account Owner of the meter will be notified that a separation of meters must occur. If the Account Holder does not comply within 30 days, the meter of the Account Holder will be locked until the situation has been rectified.
- (g) The System reserves the right to discontinue service without notice for the following additional reasons:
  - 1) To prevent fraud or abuse
  - 2) Consumers willful disregard of the System's rules

- 3) Emergency repairs
  - 4) Insufficiency of supply due to circumstances beyond the System's control
  - 5) Legal processes
  - 6) Direction of public authorities
  - 7) Strike, riot, fire, flood, accidents, emergencies, Acts of God or any unavoidable cause
  - 8) Theft of Service (as defined in Section 13 A-8-23 of the Code of Alabama as last amended).
    - i. Neither the System nor its directors, employees or agents shall be liable to the customer for a determination that a theft of service has occurred so long as said determination is made in good faith by said directors, employees or agents.
  - 9) Should any person, firm or other entity be deemed by the Directors or any employee or agent of the System to have committed any act giving rise to a discontinuance of service under the provisions of Section XII (f) 1, 2, or 8, then in order to obtain service restoration there shall first be paid the System a Punitive Fee as defined in Section III of this document, all delinquent charges and any additional costs incurred by the System.
- (h) The System may, in addition to prosecution by law, permanently refuse service to any consumer who tampers with a meter or other measuring device.

### XIII. COMPLAINTS – ADJUSTMENTS

- (a) If there is a problem with water service at your location or to report a water leak, call (334) 628-2011, or after-hours at (334) 628-2442. If the problem is past the meter no work shall be done on or to private property. The System shall maintain water service lines from the meter to the main line. The System's responsibility stops at the meter. If multiple calls are made with crews responding and at no fault of the System's services, service fees may be applied to customers next billing cycle. If problem is found on System's line, then no charges shall be applied.
- (b) If the consumer believes his/her bill to be in error, he/she shall present his/her claim, in person, at the office of the System before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in preventing discontinuance of service as heretofore provided. The consumer may pay such bill under protest and said payment shall not prejudice his claim. Complaints arising from a hardship that can be supported with documentation, such as, but not limited to the following: unemployment, disability, medical excuses will



be considered on a case-by-case basis and may qualify for repayment assistance relief.

- (c) The System will make a special meter reading at the request of the consumer for a fee defined in Section III of this document, however, if such special reading discloses that the meter was over-read, no charge will be made.
- (d) Meters will be tested at the request of the consumer upon payment in the amount defined in Section III of this document to the System.
- (e) If the seal of a meter is broken by any means, other than the System's representative or if the meter fails to register correctly or is stopped for any cause, the consumer shall pay an amount estimated from the record of his previous bills and/or from other proper data on file at the utility office.

ADOPTED this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

Witness:

Uniontown Waterworks & Sewer Board

\_\_\_\_\_

BY: \_\_\_\_\_  
Chairperson

\_\_\_\_\_

BY: \_\_\_\_\_  
Vice Chairperson

**WATERWORKS AND SEWER BOARD OF  
THE CITY OF UNIONTOWN**

1273 WEST AVE  
UNIONTOWN, AL 36786

**CADENCE**  
BANK

CADENCE BANK, N.A.  
1-800-636-7622

61-629/622

1367

2/9/2021

ADEM

\$ \*\*800.00

PAY Eight Hundred and 00/100\*\*\*\*\*

DOLLARS

TO THE ORDER OF Alabama Dept. of Environmental Mgt.  
Water Division  
PO Box 301463  
Montgomery, AL 36130-1463

MEMO Waste Water Permit



*Christina Blush*  
AUTHORIZED SIGNATURE  
*Christina Blush*  
AUTHORIZED SIGNATURE

⑈001367⑈ ⑆062206295⑆ (b) (4)

WATERWORKS AND SEWER BOARD OF  
THE CITY OF UNIONTOWN  
ADEM

1367

Date	Type	Reference	Original Amt.	Balance Due	2/9/2021 Discount	Payment
2/5/2021	Bill	AL0063657	800.00	800.00		800.00
					Check Amount	800.00

Operating Account x0 Waste Water Permit 800.00

WATERWORKS AND SEWER BOARD OF  
THE CITY OF UNIONTOWN  
ADEM

1367

Date	Type	Reference	Original Amt.	Balance Due	2/9/2021 Discount	Payment
2/5/2021	Bill	AL0063657	800.00	800.00		800.00
					Check Amount	800.00

Operating Account x0 Waste Water Permit 800.00

**ALABAMA DEPARTMENT OF ENVIRONMENT MANAGEMENT (ADEM)  
NPDES/SID PERMIT TRANSFER AGREEMENT**

**Instructions:** This form should be submitted when an NPDES or SID permit is being transferred from one entity to another. Permit transfers are subject to an application fee as prescribed in ADEM Admin. Code r. 335-1-6-.04. Applicants should contact the appropriate permitting section of the Water Division to determine if other information or forms may be required in addition to this form. If immediate operational changes that warrant a permit modification are planned, an application for such changes should be submitted with this transfer agreement. Do NOT use this form if only a name change has occurred for the facility.

If the permit being transferred contains requirements to submit Discharge Monitoring Reports (DMRs) and/or Sanitary Sewer Overflow (SSO) Reports, the applicant should also submit an application to register its personnel in the Department's Electronic Environmental (E2) Reporting System for the electronic submittal of Discharge Monitoring Reports (DMRs) and/or Sanitary Sewer Overflow (SSO) Reports. The E2 application forms (ADEM Form 511 and 512) may be downloaded from <https://e2.adem.alabama.gov/NPDES/>

Does this transfer agreement apply to more than one facility? ☒ No ☐ Yes If Yes, please use the Attachment page to identify the additional facilities.

Affected NPDES/SID Permit Number(s): AL0063657

Facility Name (as it appears on the permit): Uniontown Town of Lagoon

Facility Location Address (as it appears on the permit): Lucian Street, Uniontown, AL 36786

This Agreement is entered into this date by Company A and Company B in order to effect a transfer of Alabama Department of Environmental Management NPDES/SID Permit Number(s) referenced above or on the Attachment page of this form and the responsibility, coverage, and liability thereunder from Company A to Company B.

On the date such transfer becomes effective, Company B agrees to assume the responsibility, coverage, and liability of the permit(s). Company B also certifies that operational changes that warrant a permit modification will not be made without submitting the appropriate application. Company A agrees to relinquish all rights which it may have under said permit.

This agreement is entered into by both parties this 24 day of May, 2021; said transfer is to become effective on 5-24-21.

The Waterworks and Sewer Board  
of the City of Uniontown

Company A (Name): City of Uniontown

Mailing Address: P.O. Box 1069  
Uniontown, AL 36786

By: 

Signature of Responsible Official

Christopher Jones

Printed Name of Responsible Official

Mayor

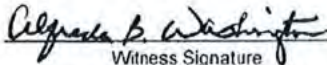
Title of Responsible Official

334-628-2011

Telephone Number

City of Uniontown@gmail

Email Address

  
Witness Signature

Company B (Name):

Mailing Address: P.O. Box 236  
Uniontown, AL 36786

By: 

Signature of Responsible Official

Clarence Black

Printed Name of Responsible Official

Chairman

Title of Responsible Official

P.O. Box 236

Mailing Address

Uniontown AL 36786

Mailing City, State, Zip Code

334-628-4723

Telephone Number

cblack@uwwsb.com

Email Address

  
Witness Signature

If the permit contact person for Company B is different from the Responsible Official, please complete the following:

Contact Name

Contact Title

Mailing Address

Mailing City

Mailing State

Mailing Zip

Telephone Number

Email Address

**ALABAMA DEPARTMENT OF ENVIRONMENT MANAGEMENT (ADEM)**  
**NPDES/SID PERMIT TRANSFER AGREEMENT**

List the additional facilities to which this transfer agreement applies below:

	Affected NPDES/SID Permit Number(s)	Facility Name	Facility Location Address
2.	None		
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			



# Alabama Secretary of State



The Waterworks and Sewer Board of the City of Uniontown	
Entity ID Number	573 - 986
Entity Type	Domestic Public Corporation
Principal Address	100 FRONT STREET UNIONTOWN, AL 36786
Principal Mailing Address	POB 1069 UNIONTOWN, AL 36786
Status	Exists
Place of Formation	Perry County
Formation Date	04/30/2019
Registered Agent Name	NOT PROVIDED
Registered Office Street Address	Not Provided
Registered Office Mailing Address	Not Provided
Nature of Business	OPERATING A WATERWORKS PLANT & SYSTEM & A SANITARY SEWER SYSTEM
Capital Authorized	
Capital Paid In	
Incorporators	
Incorporator Name	BANKS, JOYCE A
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MILLER, MARILYN
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	BRUNO, CHRISTINE W
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	BLACK, CLARENCE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	SANDERS, CALLIE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Transactions	



**The Waterworks and Sewer Board of the City of Uniontown**

Transaction Date	05/02/2019
Miscellaneous Filing Entry	New Entity Effective 04-30-2019 10:30

**Scanned Documents***Purchase Document Copies*

Document Date / Type / Pages	05/02/2019	Certificate of Formation	8 pgs.
------------------------------	------------	--------------------------	--------

[Browse Results](#)[New Search](#)

John H. Merrill  
Secretary of State

CORF 14 354  
Recorded In Above Book and Page  
04/30/2019 10:30:15 AM  
Eldora B. Anderson  
Judge of Probate  
Perry

P.O. Box 5616  
Montgomery, AL 36103-5616

# STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

**The Waterworks and Sewer Board of the City of Uniontown**

This name reservation is for the exclusive use of Alfreda Washington, City Clerk, Post Office Box 1069, Uniontown, AL 36786 for a period of one year beginning April 29, 2019 and expiring April 29, 2020

Recording Fee  
TOTAL

50.00  
50.00



RES838188

**In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.**

April 29, 2019

Date

*J. H. Merrill*

John H. Merrill

Secretary of State

*4/30/19 to Secretary of State*

014492

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

That the undersigned, Marilyn Miller, Clarence Black, Callie Sanders, Christine White Bruno and Joyce Banks, each of whom is a duly qualified elector of and property owner in the City of Uniontown, desiring to incorporate a public corporation for the purpose of operating a waterworks plant and system and a sanitary sewer system or either of such systems formed under the laws of Alabama and particularly pursuant to Ala. Code §§ 11-50-230 through 11-50-233, and after having been made to appear to the City Council of the City of Uniontown that each of us named herein is a duly qualified elector of and owner of property in said municipality and filing an application whereby the said City Council examined and adopted a resolution, which was entered upon the minutes of said City Council declaring that it is wise, expedient, and necessary that such a corporation be formed and that we, the named incorporators, are authorized to proceed to form such corporation, hereby make, execute and file this certificate of incorporation as follows:

The name of the corporation is and shall be “The Waterworks and Sewer Board of the City of Uniontown”.

The location of the principal office of the corporation shall be in the City of Uniontown in the State of Alabama at 100 Front Street, Uniontown, Alabama, 36786 and the post office address shall be a P.O. Box 1069, Uniontown, Alabama 36786.

The period for the duration of the corporation shall be perpetual.

CUMM 14 2019

FOUR

The objects for which the corporation is organized and formed are to acquire, own, construct, operate, maintain, improve and extend all or any of the following systems, or any part or parts thereof, and appurtenances thereto and properties used or useful in connection therewith, including franchises, a water works plant or plants and system, a sewer plant or plants and water and sewer system or systems and any part or parts thereof in the City of Uniontown, Alabama, and in the territory in the vicinity thereof. In furtherance of the said objects, the said corporation shall have all powers conferred on corporations of like nature by the aforesaid sections of said code under which the corporation is organized and any amendments thereof at any time enacted by the legislature, and all other powers conferred upon corporations generally by the laws of Alabama.

FIVE

The corporate powers shall be exercised by a board of directors and the members of the board of directors shall be elected in the manner and hold office for the terms provided by law. The board of directors shall consist of five members, at the option of the City Council of the City of Uniontown, pursuant to Alabama law. The directors of the corporation shall be elected by the City Council of the City of Uniontown, and they shall be so elected that they shall hold office for staggered terms. The first term of office of one director shall be two years, of another director shall be four years, and of the third director shall be six years as shall be designated at the time of their election, and thereafter the term of office of each director shall be six years. The first term of the fourth member to the board of directors shall be appointed for a term of four years and the remaining member for a term of six years, and thereafter the term of each such director shall be six years.

IN WITNESS WHEREOF, the undersigned incorporators have hereunto subscribed their signatures this 2<sup>nd</sup> day of April, 2019.

Joyce A. Banks  
Chad D. Brown

Marilyn Miller  
Glenn Black  
Callie Sanders

STATE OF ALABAMA

)

COUNTY OF PERRY

)

)

I, Alfred B. Washington, a Notary Public in and for said county in said State, hereby certify that Marilyn Miller, Clarence Black, Callie Sanders, Christine White Bruno and Joyce Banks, whose names are signed to the foregoing certificate of incorporation and who are known to me, acknowledged before me on this day that, being informed of the contents of the certificate of incorporation, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 2<sup>nd</sup> day of April 2019.

Alfred B. Washington  
Notary Public

[Seal]

My commission expires: December 13, 2022

014495



STATE OF ALABAMA

COUNTY OF PERRY

)  
)  
)

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIONTOWN,  
ALABAMA APPROVING THE APPLICATION TO PROCEED WITH THE  
INCORPORATION OF THE WATERWORKS AND SEWER BOARD  
OF THE CITY OF UNIONTOWN**

WHEREAS, Marilyn Miller, Clarence Black,  
Callie Sanders, Christine White Bruno, and Joyce Banks, five  
natural persons, appeared before the City Council of the City of Uniontown and filed a written  
application with this City Council, which is the governing body of the City Uniontown,  
Alabama, desiring to organize a public corporation under the laws of Alabama pursuant to Ala.  
Code §11-50-230 through 11-50-233;

WHEREAS, said application is attached hereto and made a part hereof.

WHEREAS, said application states that the incorporation of the public corporation will  
promote the public health, convenience, and welfare, and requests this City Council, as the  
governing body of Uniontown, Alabama, to adopt a resolution declaring that it has reviewed the  
contents of the application and has found and determined as a matter of fact that the statements  
contained in the application are true.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
UNIONTOWN, ALABAMA as follows:

1. That this governing body accept the application by Marilyn Miller,  
Clarence Black, Callie Sanders, Christine White Bruno,  
and Joyce Banks, to organize a public corporation for the purpose of  
operating a waterworks plant and system and a sanitary sewer system or either of  
such systems.
2. That each of the said five persons is found to be a duly qualified elector of, resident  
of, and owner of real property in a defined part of the service area of the water  
distribution system or wastewater collection system of the City of Uniontown.
3. That it is wise, expedient, and necessary that such a corporation be formed and that  
the persons filing said application shall be authorized to proceed to form such  
corporation.

4. That the said five persons may organize such a corporation by executing and filing for record a certificate of incorporation as provided in Ala. Code §§11-50-232 and 11-50-233.

5. That the application and the contents of the application have been reviewed, and this governing body has found and determined as a matter of fact that the statements contained in the application are true and that the proposed amendment will promote the public health, convenience, and welfare. Said application is hereby granted.

6. That this resolution shall be duly adopted and entered upon the minutes of the City Council.

ADOPTED this 1<sup>st</sup> of April, 2019.

ATTEST:

CITY OF UNIONTOWN

Agnes B. Washington  
Clerk

James P. Hunt  
Mayor

014497

**APPLICATION TO PROCEED WITH THE CERTIFICATE OF INCORPORATION OF  
THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN**

**TO THE GOVERNING BODY OF THE CITY OF UNIONTOWN, ALABAMA:**

Come now, Marilyn Miller, Clarence Black,  
Callie Sanders, Christine White Bruno, and Joyce Banks, five  
natural persons, and file with the governing body of The City of Uniontown, Alabama this  
application for authority to incorporate a public corporation for the purpose of operating a  
waterworks plant and system and a sanitary sewer system or either of such systems.

The said five natural persons appear before this governing body as duly qualified electors  
of, residents of, and owners of real property in defined parts of the service area of the water  
distribution system or wastewater collection system of the City of Uniontown and request that  
the governing body of the City of Uniontown adopt a resolution, which shall be duly entered  
upon the minutes of the City Council for the City of Uniontown, wherein it shall be declared that  
it is wise, expedient, and necessary that such a corporation be formed and that the persons filing  
said application shall be authorized to proceed to form such corporation. Grant us the authority  
to proceed to organize such a corporation by executing and filing for record a certificate of  
incorporation as provided in Ala. Code §§ 11-50-232 and 11-50-233.

The said public corporation will promote the public health, convenience, and welfare.

The governing body of the City of Uniontown, Alabama is hereby requested to adopt a  
resolution declaring that it has reviewed the contents of this application and has found and  
determined as a matter of fact that the statements contained in this application are true.

Respectfully submitted, this the 1 day of April, 2019.

Joyce A. Banks  
Clarence Black  
Callie Sanders

Christ White Bruno  
Marilyn Miller

Clarence S. West  
mcf: Dec. 13, 2022  
**014498**

**BYLAWS  
OF  
THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN**

---

**SEAL**

1. The corporate seal shall have inscribed thereon the name of the corporation and the words "CORPORATE SEAL" and "ALABAMA".

**DIRECTORS**

1. The property and business of this corporation shall be managed by its board of directors. The members of the board of directors shall be elected in a manner as prescribed by state law. The members of the board of directors shall be elected for the terms of office provided by law.

2. The directors may hold their meetings and have one or more offices and keep the books of the corporation at such places as they may from time determine.

3. In addition to the powers and authorities by these bylaws expressly conferred upon it, the board of directors may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these bylaws denied to them.

4. The members of the board of directors shall be reimbursed for all actual expenses incurred by them in and about the performance of their duties hereunder. The chairman of said board may, at the discretion of the board of directors, be paid a director's fee in an amount not exceeding ~~\$15.00 each month~~ \$600 per meeting attended, not to exceed seven thousand two hundred dollars (\$7,200) per year, and each member of the board of directors other than the chairman may be paid a director's fee in an amount not exceeding \$10.00 each month four hundred dollars (\$400) per meeting attended, not to exceed four thousand eight hundred dollars (\$4,800) per year."

5. The directors of the corporation shall be elected by the governing body of the municipality, and they shall be so elected that they shall hold office for staggered terms. The first term of office of one director shall be two years, of another director shall be four years, and of the third director shall be six years as shall be designated at the time of their election, and thereafter the term of office of each director shall be six years. The governing body of the City of Uniontown may, at its option, increase the board of directors from three to five members to serve according to all the conditions and terms set forth by law. In the event the governing body elects to increase such board of directors from three to five members, one member added to the board shall be appointed for a term of four years and the remaining member for a term of six years, and thereafter the term of each such director shall be six years.

## **MEETINGS OF THE BOARD OF DIRECTORS**

1. Regular meetings of the board may be held upon the posting of notice consistent with the Alabama Open Meetings Act (Ala. Code Section 36-25A-1 et seq.) at such time and place as shall be consistent with the Act as determined by the Board.
2. Special meetings of the board may be called by the chairman on one day's notice to each member of the board. Special meetings may be called by any two members of the board upon one day's notice to each member of the board. In any event, notice shall be consistent in all cases with the Alabama Open Meetings Act. Notice of special meetings shall be posted as soon as practicable after the meeting is called and in no event less than 24 hours before the meeting is scheduled to begin unless such notice is prevented by emergency circumstances requiring immediate action to avoid physical injury to persons or damage to property; or relates to a meeting to be held solely to accept the resignation of a public official or employee. In such situations, notice shall be given as soon as practical, but in no case less than one hour before the meeting is to begin. Posted notice pursuant to this section shall include the time, date, and place of meeting. If a preliminary agenda is created, it shall be posted as soon as practicable. If a preliminary agenda is not available, the posted notice shall include a general description of the nature and purpose of the meeting.
3. At all meetings of the board, a majority thereof shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the members of the board present at any meeting at which there is a quorum shall be the act of the board.

## **OFFICERS**

1. The officers of the corporation shall be chosen by the board of directors and shall consist of a chairman of the board, a vice chairman of the board, a secretary of the corporation, and a treasurer of the corporation. The chairman and vice chairman of the board must be members of the board, and said offices shall not be held by the same member. The secretary and the treasurer of the corporation shall also be members of the board and said offices may be held by the same person or different persons.
2. The board may appoint such employees and agents as it may deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.



3. The salaries of the directors of the board shall comport at all times with State law; thus, they are subject to approval by the governing body of the municipality as prescribed by law. The salaries of employees and agents of the corporation shall be fixed by the board.

4. The officers of the corporation shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the board may be removed at any time by the affirmative vote of a majority of the whole board.

#### **CHAIRMAN OF THE BOARD**

1. The chairman of the board shall be the executive officer of the corporation. He/she shall preside at all meetings of the board and see that all orders and recommendations of the board are carried into effect. He/she shall execute all contracts of the corporation.

#### **THE VICE CHAIRMAN**

1. The vice chairman of the board shall have the same powers and duties as the chairman except that he/she shall preside at meetings of the board only in the absence of the chairman. In the event the chairman refuses to sign a document approved by the majority of the Board, or execute some other ministerial function, the vice chairman may sign or execute the same in his stead.

#### **THE SECRETARY**

1. The secretary of the corporation shall attend all sessions of the board and record the minutes of all proceedings thereof in a book to be kept for that purpose. He/she shall give, or cause to be given, notice of all meetings of the board. He/she shall keep in safe custody the seal of the corporation and, when authorized by the board, shall affix the same to any instrument requiring it and shall attest it. He/she shall perform such other duties as may be prescribed by the board.

#### **THE TREASURER**

1. The treasurer of the corporation shall be the custodian of all funds of the corporation and shall withdraw and expend the same from time to time as may be authorized by the board. He/she shall perform such other duties as may be prescribed by the board.

#### **DUTIES OF OFFICERS MAY BE DELEGATED**

1. In case of the absence of any officer of the corporation, or for any other reason that the board may deem sufficient, the board may delegate, for the time being, the powers and duties, or any of them, of such officer to any other officer, provided that a majority of the entire board concurs therein.

### **CHECKS**

1. All checks or demands for money or notes of the corporation shall be signed by such officer or officers as the board may from time to time designate. Two signatures shall be required for all checks.

### **FISCAL YEAR**

1. Fiscal year shall begin on October 1 and end on September 30.

### **NOTICES**

1. Whenever under the provisions of these bylaws notice is required to be given to any director, such notice must be given to him/her in person unless he is absent from the City of Uniontown, Alabama, in which event such notice may be given by facsimile, registered letter, telegram or by electronic mail.

2. Any director may waive any notice required to be given under these bylaws, either before or after the meeting of which notice is required to be given.

### **AMENDMENTS**

1. These bylaws may be altered or amended by the affirmative vote of a majority of the members of the board at any regular meeting of the board or special meeting of the board if notice of the proposed alteration or amendment be contained in the notice of such meeting.

2. For as long as the corporation shall utilize USDA funding for the intended purpose(s), whether via grant or loan, any proposed alteration or amendment shall be provided in writing to the USDA prior to the meeting in which the vote on the amendment is set to take place. Notice of alteration or amendment to these bylaws must be placed in the normal place or bulletin board at the business office for the corporation.

Revised October 8, 2019

014502



## Alabama Secretary of State



The Waterworks and Sewer Board of the City of Uniontown	
Entity ID Number	573 - 986
Entity Type	Domestic Public Corporation
Principal Address	100 FRONT STREET UNIONTOWN, AL 36786
Principal Mailing Address	POB 1069 UNIONTOWN, AL 36786
Status	Exists
Place of Formation	Perry County
Formation Date	4-30-2019
Registered Agent Name	NOT PROVIDED
Registered Office Street Address	Not Provided
Registered Office Mailing Address	Not Provided
Nature of Business	OPERATING A WATERWORKS PLANT & SYSTEM & A SANITARY SEWER SYSTEM
Capital Authorized	
Capital Paid In	
Incorporators	
Incorporator Name	① BANKS, JOYCE A
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	② MILLER, MARILYN
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	③ BRUNO, CHRISTINE W
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	④ BLACK, CLARENCE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	⑤ SANDERS, CALLIE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Transactions	

*All of the Board Members*

The Waterworks and Sewer Board of the City of Uniontown	
Transaction Date	5-2-2019
Miscellaneous Filing Entry	New Entity Effective 04-30-2019 10:30
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	5-2-2019 Certificate of Formation 8 pgs.

[Browse Results](#)[New Search](#)

# ***The Waterworks and Sewer Board of the City of Uniontown Meeting Minutes***

October 5<sup>th</sup>, 2020

## **I. Call to order / Roll Call / Determination of Quorum**

Board Chairman, Mr. Clarence Black called to order a special called meeting of The Waterworks and Sewer Board of the City of Uniontown at 10:35 AM on October 5<sup>th</sup>, 2020. This meeting was held in compliance with the Proclamation of the Governor in 2020 by Teleconference.

Chairman Black opened the meeting with a prayer.

After roll call, the following Board members were determined to be present, which constituted a quorum:

- Callie Sanders
- Clarence Black
- Christine Bruno
- Marilyn Miller
- Joyce Banks

*All of the Board members*

## **II. Insurance**

Chairman Black asked that Rob White give an update for this call, and Rob said it was to hear the Insurance Quotes from Owen Peak with Peak Insurance. Owen provided information concerning insurance quotes received. After discussion, Joyce Banks made a motion to accept the quotes for insurance pending Attorney Prince Chestnut's approval. Callie Sanders seconded the motion. The motion carried.

Chairman Black stated he would entertain a motion to adjourn.

## **III. Adjournment**

There being no further business, Joyce Banks made a motion to adjourn the meeting. Marilyn Miller seconded the motion. The motion was approved.

---

Clarence Black, Chairman

---

Marilyn Miller, Secretary

STATE OF ALABAMA

COUNTY OF PERRY

)  
)  
)

UNIONTOWN CITY COUNCIL

**RESOLUTION APPROVING THE FORMATION OF AND APPOINTMENT TO BOARD  
OF DIRECTORS TO THE WATERWORKS AND SEWER BOARD OF THE CITY OF  
UNIONTOWN**

WHEREAS, The Waterworks and Sewer Board of the City of Uniontown shall be established in order to provide water and sewer services to citizens of Uniontown and the surrounding area; and

WHEREAS, the City of Uniontown is desirous of having such a board incorporated; and

**BE IT RESOLVED**, by the authority vested in the City Of Uniontown pursuant to the applicable sections of the Code of Alabama, 1975, that the City Council of Uniontown hereby waives the appointment of any municipal officers or elected officials as director or directors to The Waterworks and Sewer Board of the City of Uniontown.

**LET IT BE FURTHER RESOLVED** that the City of Uniontown shall not unreasonably withhold its approval of the application from the persons who shall seek to incorporate the said Waterworks and Sewer Board.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

**CITY OF UNIONTOWN**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Council President

014506



STATE OF ALABAMA                    )  
  )  
  )  
COUNTY OF PERRY                    )

THE WATERWORKS AND SEWER BOARD  
OF THE CITY OF UNIONTOWN

**RESOLUTION TO AMEND BYLAWS AND APPROVE COMPENSATION FOR  
THE DIRECTORS OF THE WATERWORKS AND SEWER BOARD OF THE CITY  
OF UNIONTOWN**

WHEREAS, The Waterworks and Sewer Board of the City of Uniontown (Board)

was recently incorporated in Perry County, Alabama; and

WHEREAS, the Board is working with the United States Department of Agriculture in order to exercise best practices; and

WHEREAS, according to the Board's bylaws, the directors of the Board are reimbursed "for all actual expenses incurred by them in and about the performance of their duties hereunder. The chairman of said board may, at the discretion of the board of directors, be paid a director's fee in an amount not exceeding \$15.00 each month, and each member of the board of directors other than the chairman may be paid a director's fee in an amount not exceeding \$10.00 each month"; and

WHEREAS, the bylaws specifically state: "These bylaws may be altered or amended by the affirmative vote of a majority of the members of the board at any regular meeting of the board or special meeting of the board if notice of the proposed alteration or amendment be contained in the notice of such meeting"; and

WHEREAS, Code of Alabama, 1975, Section 11-50-15 provides "the chair of the board of directors may be paid a director's fee in an amount not exceeding six hundred dollars (\$600) per meeting attended, not to exceed seven thousand two hundred dollars

# Bank Accounts for the Waterworks and Sewer Board of the City of Uniontown.

(As of 5-29-2020)

Find below a high level overview of the accounts for the Board as they currently exist.

The accounts are with:

Cadence Bank  
293 Water Ave  
Uniontown, AL 36786

Primary Contact (from Montgomery Branch):

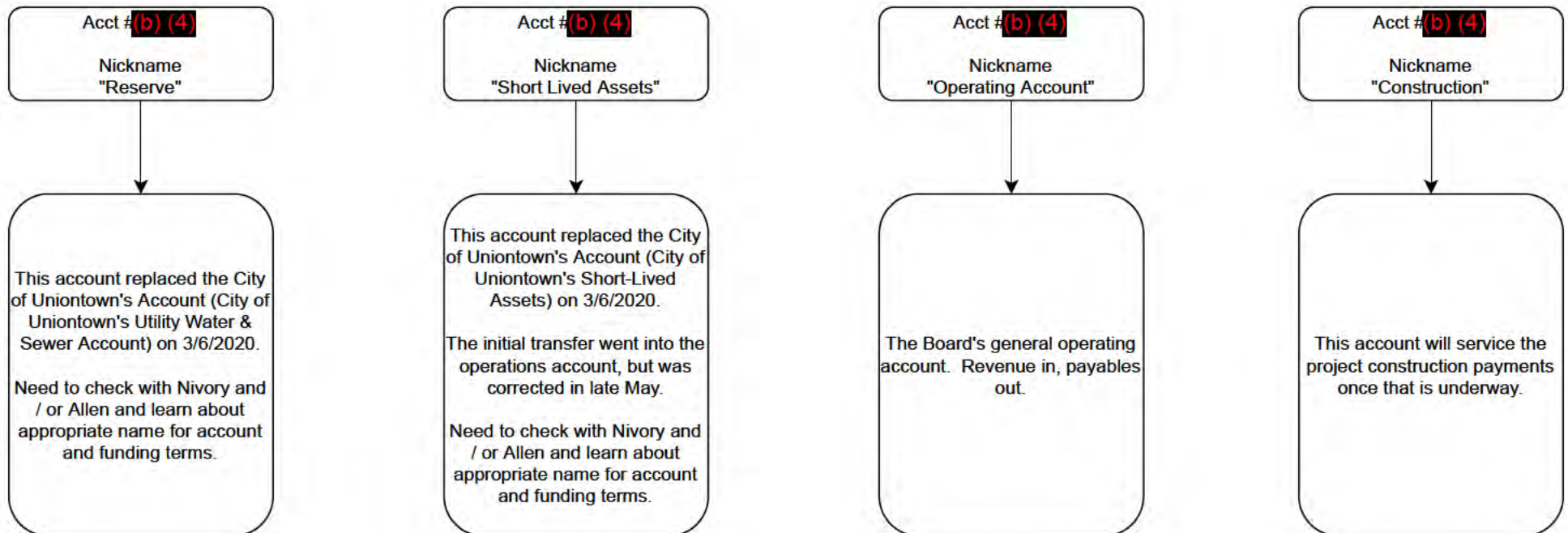
(b) (4)

6836 Atlanta Highway  
Montgomery, AL 36117

T: 334-260-6325

C: (b) (4)

F: 334-277-8624



014508



Rural Development

January 22, 2020

Alabama State Office

4121 Carmichael Road  
Suite 601, Sterling Centre  
Montgomery, AL 36106

Voice 334-279-3400  
Fax 855-304-8456

[www.rd.usda.gov/al](http://www.rd.usda.gov/al)

The City of Uniontown  
Jamaal Hunter, Mayor  
100 Front Street  
Uniontown, AL 36786

Amendment to the Letter of Conditions dated September 24, 2018.  
City of Uniontown, Alabama  
Sewage Collection and Treatment Rehab 2018

Dear Mayor Hunter;

USDA Rural Development hereby amends its Letter of Conditions as described below. This amendment corresponds to the number sections of the letter and must be understood and agreed to by the City. All other conditions of the referenced letter remain unchanged and in effect.

**14. System Policies, Procedures, Contracts and Agreements**

j. The City agrees to transfer all assets and liabilities of the water and sewer facilities to the Utilities Board including, but not limited to, real estate, all infrastructure such as water lines, pumps, tanks, sewer lines and pumps. All bank accounts that pertain to the water and sewer operation, customer deposits and all reserve accounts must be transferred to the Utilities Board.

k. The City agrees to execute any and all documents necessary to extend the contract with EOS, the third-party management company providing day to operation of the sewer and water system as required in the Letter of Conditions dated July 26, 2012, and to assign that contract to the Utilities Board.

All other terms and conditions of the USDA, Rural Development's July 26, 2012 and September 24, 2020. "Loan and Grant Approval Conditions" remain unchanged.

If the conditions in the September 24, 2018 letter and the conditions of this amendment are acceptable to you, please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions". If the Letter of Intent is not received within 15 days of the date of this letter, USDA, Rural Development reserves the right to de-obligate the grant of \$22,437,500.00.

If you have any questions concerning this letter, please contact Allen Bowen, Community and Business Program Director, at (334) 279-3617 or Nivory Gordon, Area Director at (334) 682-4116.

Sincerely,

A handwritten signature in blue ink that reads "Allen Bowen". The signature is written in a cursive style with a large, stylized 'A' and 'B'.

Allen Bowen  
Community and Business Program Director

014510

Form RD 1942-46  
(Rev. 6-10)

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT

FORM APPROVED  
OMB NO. 0575-0015  
OMB NO. 0570-0062

**LETTER OF INTENT TO MEET CONDITIONS**

Date 02-13-2020

TO: United States Department of Agriculture

USDA, Rural Development

(Name of USDA Agency)

121 Depot Street  
Camden, Al 36726

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 02-13-2020. It is our intent to meet all of them not later than 07-01-2020.

City of Uniontown

(Name of Association)

BY

Jamaal Hunter, Mayor

(Title)

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

Form RD 1942-46 (Rev. 6-10)

**014511**



Rural Development  
Environmental Justice (EJ) and Civil Rights Impact Analysis (CRIA)  
Certification

1. Applicant's name and proposed project description: City of Uniontown is applying for a WEP grant for sewer collection and treatment rehab.

2. Rural Development's loan/grant program/guarantee or other Agency action: \_\_\_\_\_

3. ☐ Attach a map of the proposal's area of effect identifying location or EJ populations, location of the proposal, area of impact or

☐ Attach results of EJ analysis from the Environmental Protection Agency's (EPAs) EnviroMapper with proposed project location and impact footprint delineated.

4. Does the applicant's proposal or Agency action directly, indirectly or cumulatively affect the quality and/or level of services provided to the community?

☐ Yes ☒ No ☐ N/A

5. Is the applicant's proposal or Agency action likely to result in a change in the current land use patterns (types of land use, development densities, etc)?

☐ Yes ☒ No ☐ N/A

6. Does a demographic analysis indicate the applicant's proposal or Agency's action may disproportionately affect a significant minority and/or low-income populations?

☐ Yes ☒ No ☐ N/A

If answer is no, skip to item 12. If answer is yes, continue with items 7 through 12.

7. Identify, describe, and provide location of EJ population \_\_\_\_\_

8. If a disproportionate adverse affect is expected to impact an EJ population, identify type/level of public outreach implemented. \_\_\_\_\_

9. Identify disproportionately high and adverse impacts on EJ populations. \_\_\_\_\_

10. Are adverse impacts appreciably more severe or greater in magnitude than the adverse impacts expected on non-minority/low-income populations?

☐ Yes ☐ No ☒ N/A

11. Are alternatives and/or mitigation required to avoid impacts to EJ populations?

☐ Yes ☐ No ☒ N/A

If yes, describe \_\_\_\_\_

12. I certify that I have reviewed the appropriate documentation and have determined that:

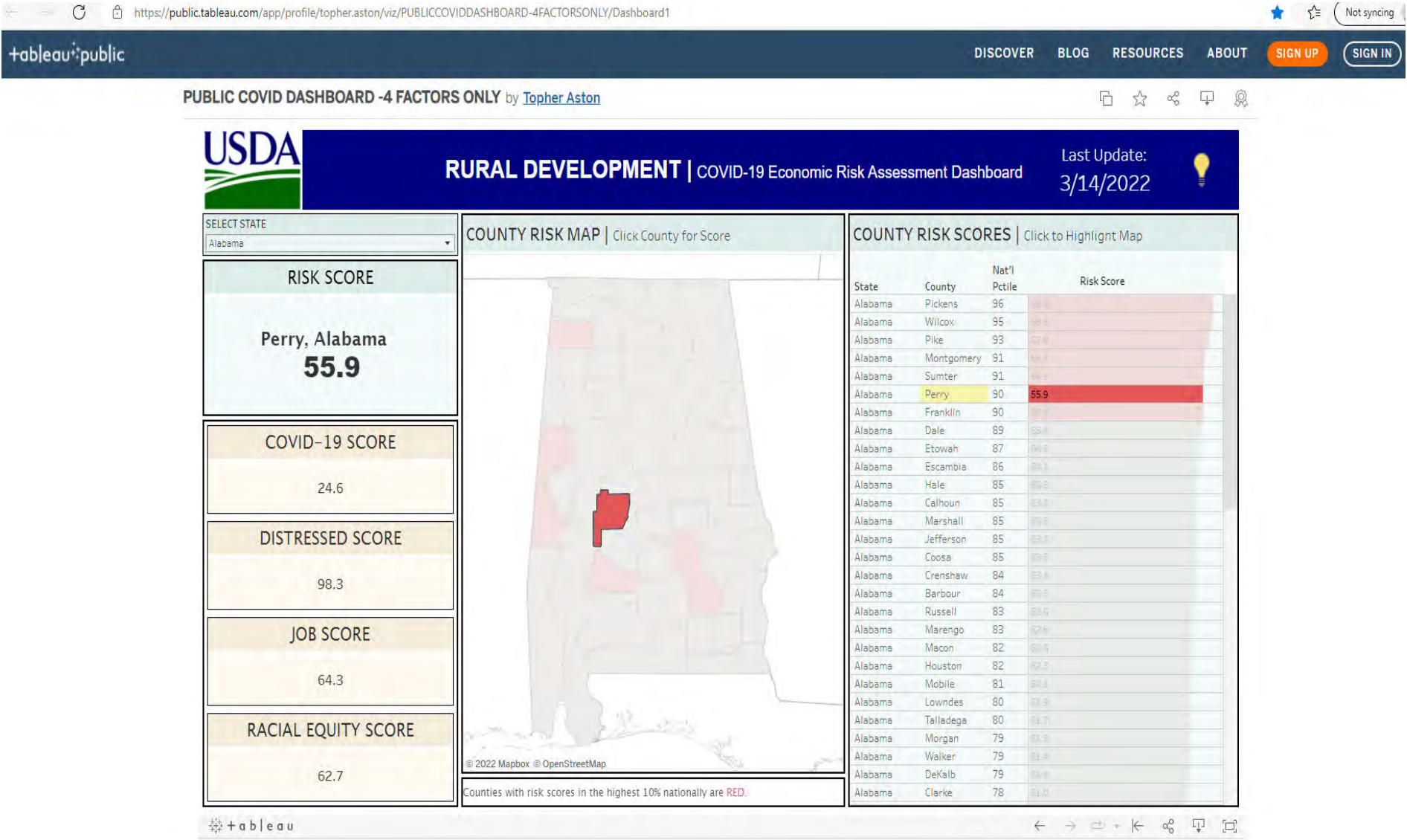
- ☒ No major EJ or civil rights impact is likely to result if the proposal is implemented.  
☐ A major EJ or civil rights impact is likely to result if the proposal is implemented.

Nivory Gordon, Jr., Area Dir  
Name and Title of Certifying Official

09-25-2018  
Date

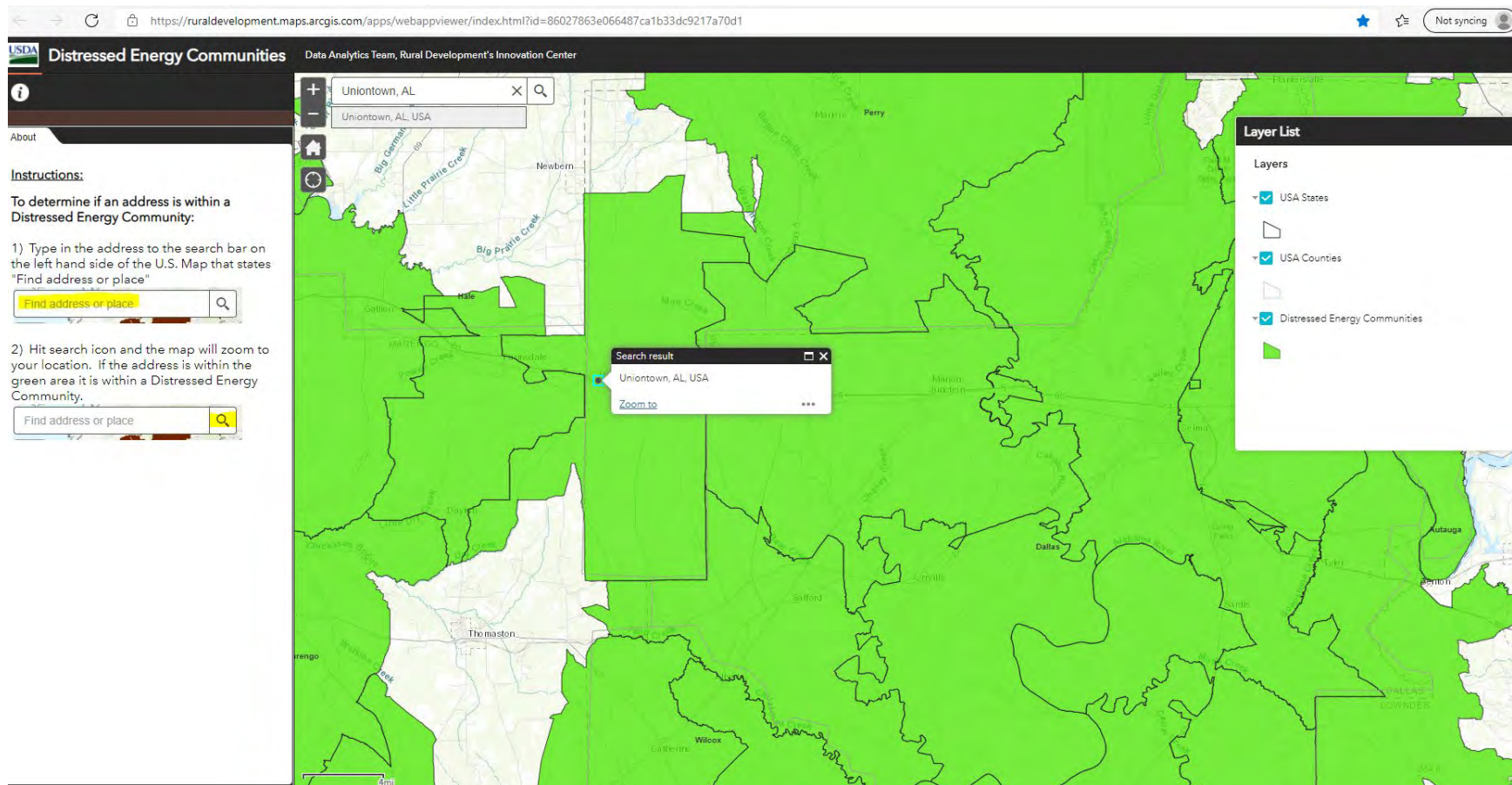
014512

Distressed Community Score for Perry County = 98.3



Details

## Climate Priority Pts – Distressed Energy Map





## LEGAL SERVICES AGREEMENT

This agreement made this 13<sup>th</sup> day of August, 2019 between The Waterworks and Sewer Board of the City of Uniontown hereinafter referred to as "Board" and Chestnut Law, hereinafter referred to as "Attorney":

WHEREAS, Board is desirous of legal representation, and

WHEREAS, Attorney agrees to perform legal services necessary to assist Board in carrying out its purposes;

### WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

#### SECTION A - LEGAL SERVICES

That the Attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

1. Preparation and filing of petitions, complaints, briefs, memoranda, declaratory judgments, etc.
2. Furnish advice and assistance to the Board in connection with (a) the notice for and conduct of meetings; (b) the preparation of documents; (c) the preparation and enactment of such resolutions as may be necessary in connection with the operations of the Board; (d) the preparation of such affidavits, reports, certifications, and other instruments and advice as may be needed in the connection with the operations of the Board; (e) preparation and adoption of By-Laws, Rules and Regulations; (f) such other corporate action as may be necessary in connection with the operations of the Board.
3. Review of contracts: Preparation, negotiation, or review of contracts with a city, county or other persons or entities when necessary.
4. Preparation of any other documents and review of minutes.
5. Attorney shall have first right of refusal on legal matters. Associate Counsel may be employed at the discretion of the Board upon recommendation of Attorney.

#### SECTION B - COMPENSATION

1. Board will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:

(a) Board will pay Attorney a retainer in the amount of one thousand fifty dollars (\$1,050.00) per month for services. The hourly rate for legal services shall be \$175 per hour; the hourly rate will first be applied to the retainer (first 6 hours) and subsequently shall accrue thereafter. An invoice will be submitted reflecting any work beyond the retainer amount.

(b) Attorney shall be reimbursed for expenses rendered in the performance of the representation, such as mileage and other costs associated with the representation.

2. Said fees shall be payable in the following manner and at the following times:

Payment to the Attorney is to be made within thirty days of Board's receipt of Attorney's invoice. Failure to make payment within thirty days of receipt of the invoice shall result in a late fee of 1% interest of the actual amount of the invoice for each thirty day period in which the invoice is not paid.

3. The Board recognizes the importance of Attorney's attendance of continuing education and/or municipal and water conferences, conventions, seminars and functions; and, agrees that Attorney shall be entitled to reimbursement upon first notifying the Chairman of the Board, for expenses such as registration, lodging and mileage for attendance of such water and/or municipal conferences, conventions, seminars and other such functions.

#### SECTION C- TERM

1. This agreement shall be at will with a ninety (90) day notice provision for either party to terminate.

2. This agreement may be modified, renewed or extended for such term or terms as may be agreed upon and legally executed in writing by the parties.

Attorney:

CHESTNUT LAW


(b) (6)

(b) (6) D. Chesnut, Esq.

Board:

The Waterworks and Sewer  
Board of the City of Uniontown

By:

  
Chairman



01-053-019149674														Columns..
	Facility	Project	TOA	Obligation Status	Loan #	Grant #	Obligation Date	Loan Amount	Grant Amount	Loan Status	Grant Status	Loan Closed Date	Customer ID	Facility Type
	Sewer	Sewage Collection System Rehab...	744	Not Obligated				\$2,174,265.00	\$21,143,823.00	000	101		019149674	Sewer
			747	Not Obligated				\$0.00	\$21,143,823.00	000	101		019149674	Sewer
			747	Not Obligated				\$0.00	\$400,000.00	000	101		019149674	Sewer
			747	Not Obligated				\$0.00	\$500,000.00	000	101		019149674	Sewer
			068	Not Obligated				\$2,174,265.00	\$2,293,677.00	101	101		019149674	Sewer

#### 1940-1 Request for Obligation of Funds:

Executed 1940-1's for City of Uniontown total:

1. \$22,437,500
2. \$ 500,000
3. \$ 100,000
4. \$ 400,000

\$23,437,500....this matches approval by Edna Primrose (NO)

Above screenshot of CPAP for the "Board" does not equal what was signed by City of Uniontown and is in CPAP below screenshot:

1. \$21,143,823
  2. \$ 400,000
  3. \$ 500,000
- \$22,043,823

01-053-835057256														Columns..
	Facility	Project	TOA	Obligation Status	Loan #	Grant #	Obligation Date	Loan Amount	Grant Amount	Loan Status	Grant Status	Loan Closed Date	Customer ID	Facility Type
	Uniontown Public Library	Public Library	534	Obligated		01	9/30/2010	\$0.00	\$180,000.00	000	405		835057256	Cultural an...
	Sewer	Sewage Collection & Treatment R...	747	Obligated		59832	9/27/2018	\$0.00	\$100,000.00	000	402		835057256	Sewer
			747	Obligated		59833	9/27/2018	\$0.00	\$400,000.00	000	402		835057256	Sewer
			747	Obligated		59831	9/27/2018	\$0.00	\$500,000.00	000	402		835057256	Sewer
			744	Obligated		59830	9/27/2018	\$0.00	\$22,437,500.00	000	402		835057256	Sewer
	Sewer	Wastewater Treatment Plant	068	Obligated	02	03	8/8/2012	\$2,505,000.00	\$2,293,676.98	402	402	12/5/2013	835057256	Sewer

**Do Not Pay - Online Search Results**

RD STATE OF AL SO

JGOLDE06

Match Results 0

SSN/EIN/TIN -		UEI -
First Name PRINCE		EFT Indicator -
Last Name CHESTNUT		Business Name CHESTNUT LAW
		DUNS Number -
		Plus 4 -

AIS-OBIT (as of 12/29/2021)	No results found
-----------------------------	------------------

AIS-PROBATE (as of 12/29/2021)	No results found
--------------------------------	------------------

DBCK (as of 12/31/2021)	No results found
-------------------------	------------------

DMF (as of 01/01/2022)	No results found
------------------------	------------------

DOD (as of 12/08/2021)	No results found
------------------------	------------------

DOS (as of 12/01/2021)	No results found
------------------------	------------------

SAM-EXCL-RES (as of 12/31/2021)	No results found
---------------------------------	------------------

SAMENT (as of 12/31/2021)	No results found
---------------------------	------------------

CAIVRS (as of 12/10/2021)	Not Searched - Minimum search criteria not provided
---------------------------	---

**Do Not Pay - Online Search Results**

RD STATE OF AL SO

JGOLDE06

Match Results 1

SSN/EIN/TIN -		UEI HAGZGYLNDQH1
First Name -		EFT Indicator -
Last Name -		Business Name SENTELL ENGINEERING
		DUNS Number 004326336
		Plus 4 -

SAMENT (as of 12/31/2021)	1 Result Found
---------------------------	----------------

DBCK (as of 12/31/2021)	No results found
-------------------------	------------------

SAM-EXCL-RES (as of 12/31/2021)	No results found
---------------------------------	------------------

AIS-OBIT (as of 12/29/2021)	Not Searched - Minimum search criteria not provided
-----------------------------	---

AIS-PROBATE (as of 12/29/2021)	Not Searched - Minimum search criteria not provided
--------------------------------	---

CAIVRS (as of 12/10/2021)	Not Searched - Minimum search criteria not provided
---------------------------	---

DMF (as of 01/01/2022)	Not Searched - Minimum search criteria not provided
------------------------	---

DOD (as of 12/08/2021)	Not Searched - Minimum search criteria not provided
------------------------	---

DOS (as of 12/01/2021)	Not Searched - Minimum search criteria not provided
------------------------	---

**SAMENT** (as of 12/31/2021)

**SSN/EIN/TIN**      **Name**  
630805362      SENTELL ENGINEERING INC

**Legal Business Name** SENTELL ENGINEERING INC

**DBA** -

**Registration Status** ACTIVE

**CAGE/NCAGE** 0FND9

**Division Name** -

**Division Number** -

**Company URL** -

**DUNS** 004326336

**DUNS+4** -

**Financial Institution**

**ABA Routing Number**

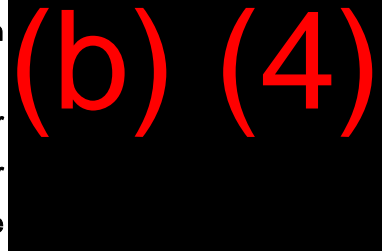
**Account Number**

**Account Type**

**Business Start Date** 03/23/1981

**Expiration Date** 01/21/2022

**Delinquent Federal N**  
**Debt**

**Physical Address**

**Address 1** 639 BLACK BEARS WY

**Address 2** -

**City** TUSCALOOSA

**State** AL

**Zip** 35401

**Country** USA

**Mailing Address**

**Name** -

**Address 1** P O BOX 1246

**Address 2** -

**City** TUSCALOOSA

**State** AL

**Zip** 35403

**Country** USA

**Organization Code** 2L - CORPORATE ENTITY (NOT TAX EXEMPT)

**Business Code** 2X - FOR-PROFIT ORGANIZATION

A5 - VETERAN OWNED BUSINESS

XS - S CORPORATION

**Disaster Response** NONE FOUND

**NAICS Information**      **Code** 541330

**Description** ENGINEERING SERVICES

**Small Business** Y

**Emerging Small Business** Y

**Code** 541340

**Description** DRAFTING SERVICES

**Small Business** Y

**Emerging Small Business** -

**Code** 541350

**Description** BUILDING INSPECTION SERVICES

**Small Business** Y

**Emerging Small Business** -

**Code** 541370

**Description** SURVEYING AND MAPPING (EXCEPT GEOPHYSICAL) SERVICES

**Small Business** Y

**Emerging Small Business** -

**Code** 541620

**Description** ENVIRONMENTAL CONSULTING SERVICES

**Small Business** Y

**Emerging Small Business** -

**Product Service Code** **Code** C212

**Description** ENGINEERING DRAFTING SERVICES

**Code** R404

**Description** LAND SURVEYS, CADASTRAL SERVICES (NON-CONSTRUCTION)

**Code** R425

**Description** ENGINEERING AND TECHNICAL SERVICES

**Federal Supply Classification** NONE FOUND

**SBA Code** NONE FOUND

**Address Information** **Name** GILBERT

**Address Type** ALT ELEC BUS

**Address 1** 639 BLACK BEARS WAY

**Address 2** -

**City** TUSCALOOSA

**State** AL

**Zip** 35401

**Country** USA

**US Phone** 2057525564

**Fax** 2057525569

**Name** GILBERT

**Address Type** ALT GOVT

**Address 1** 639 BLACK BEARS WAY

**Address 2** -

**City** TUSCALOOSA

**State** AL

**Zip** 35401

**Country** USA

**US Phone** 2057525564

**Fax** 2057525569

**Name** GILBERT

**Address Type** ALT PAST PERF

**Address 1** 639 BLACK BEARS WAY

**Address 2** -

**City** TUSCALOOSA

**State** AL

**Zip** 35401

**Country** USA

**US Phone** 2057525564

**Fax** 2057525569

**Name** -

**Address Type** DNB MONITOR

**Address 1** 639 BLACK BEARS WY

**Address 2** -

**City** TUSCALOOSA

**State** AL

**Zip** 354014807

**Country** USA

**US Phone** -

**Fax** -

**Name** SUZANNE

**Address Type** ELEC BUS

**Address 1** 639 BLACK BEARS WAY

**Address 2** -

**City** TUSCALOOSA

**State** AL

**Zip** 35401

**Country** USA

**US Phone** 2057525564

**Fax** 2057525569

**Name** SUZANNE

**Address Type** GOVT

**Address 1** 639 BLACK BEARS WAY

**Address 2** -



**City** TUSCALOOSA

**State** AL

**Zip** 35401

**Country** USA

**US Phone** 2057525564

**Fax** 2057525569

**Name** -

**Address Type** MAIL

**Address 1** P O BOX 1246

**Address 2** -

**City** TUSCALOOSA

**State** AL

**Zip** 35403

**Country** USA

**US Phone** -

**Fax** -

**Name** GILBERT

**Address Type** PAST PERF

**Address 1** 639 BLACK BEARS WAY

**Address 2** -

**City** TUSCALOOSA

**State** AL

**Zip** 35401

**Country** USA

**US Phone** 2057525564

**Fax** 2057525569

**Name** -

**Address Type** PHYSICAL

**Address 1** 639 BLACK BEARS WY

**Address 2** -

**City** TUSCALOOSA

**State** AL

**Zip** 35401

**Country** USA

**US Phone** -

**Fax** -

**Name -**

**Address Type** REMIT

**Address 1** 639 BLACK BEARS WAY

**Address 2** PO BOX 1246

**City** TUSCALOOSA

**State** AL

**Zip** 35401

**Country** USA

**US Phone -**

**Fax -**

**Do Not Pay - Online Search Results**

RD STATE OF AL SO

JGOLDE06

Match Results 1

<b>SSN/EIN/TIN</b> 364947524	<b>UEI -</b>
<b>First Name -</b>	<b>EFT Indicator -</b>
<b>Last Name -</b>	<b>Business Name</b> THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN
	<b>DUNS Number</b> 117356433
	<b>Plus 4 -</b>

SAMENT (as of 12/17/2021)

1 Result Found

AIS-OBIT (as of 12/15/2021)

No results found

AIS-PROBATE (as of 12/15/2021)

No results found

CAIVRS (as of 12/10/2021)

No results found

DBCK (as of 12/17/2021)

No results found

DMF (as of 12/18/2021)

No results found

DOD (as of 12/08/2021)

No results found

DOS (as of 12/01/2021)

No results found

SAM-EXCL-RES (as of 12/19/2021)

No results found

**SAMENT** (as of 12/17/2021)**SSN/EIN/TIN**      **Name**

364947524      WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN, THE

**Legal Business** WATERWORKS AND SEWER BOARD**Name** OF THE CITY OF UNIONTOWN, THE**DBA** -**Registration** ACTIVE**Status****CAGE/NCAGE** 8FZ20**Division Name** -**Division Number** -**Company URL** -**DUNS** 117356433**DUNS+4** -**Financial Institution** CADENCE BANK, N.A.**ABA Routing Number** 062206295**Account Number** (b) (4)**Account Type** C**Business Start Date** 04/02/2019**Expiration Date** 12/13/2022**Delinquent Federal Debt** N**Physical Address****Address 1** 100 FRONT ST**Address 2** -**City** UNIONTOWN**State** AL**Zip** 36786**Country** USA**Mailing Address****Name** -**Address 1** 100 FRONT ST**Address 2** -**City** UNIONTOWN**State** AL**Zip** 36786**Country** USA**Organization Code** 8H - CORPORATE ENTITY (TAX EXEMPT)**Business Code** A8 - NONPROFIT ORGANIZATION**Disaster Response** NONE FOUND**NAICS Information** NONE FOUND**Product Service Code** NONE FOUND**Federal Supply Classification** NONE FOUND**SBA Code** NONE FOUND**Address Information**      **Name** -**Address Type** DNB MONITOR**Address 1** 100 FRONT ST**Address 2** -**City** UNIONTOWN

**State** AL

**Zip** 36786

**Country** USA

**US Phone** -

**Fax** -

**Name** CLARENCE

**Address Type** ELEC BUS

**Address 1** 100 FRONT ST

**Address 2** -

**City** UNIONTOWN

**State** AL

**Zip** 36786

**Country** USA

**US Phone** 3346284723

**Fax** -

**Name** CLARENCE

**Address Type** GOVT

**Address 1** 100 FRONT ST

**Address 2** -

**City** UNIONTOWN

**State** AL

**Zip** 36786

**Country** USA

**US Phone** 3346284723

**Fax** -

**Name** -

**Address Type** MAIL

**Address 1** 100 FRONT ST

**Address 2** -

**City** UNIONTOWN

**State** AL

**Zip** 36786

**Country** USA

**US Phone** -

**Fax** -

**Name** -

**Address Type** PHYSICAL

**Address 1** 100 FRONT ST

**Address 2** -

**City** UNIONTOWN

**State** AL

**Zip** 36786

**Country** USA

**US Phone** -

**Fax** -

**Name** -

**Address Type** REMIT

**Address 1** 6836 ATLANTA HIGHWAY

**Address 2** -

**City** MONTGOMERY

**State** AL

**Zip** 36117

**Country** USA

**US Phone** -

**Fax** -



**Do Not Pay - Online Search Results**

RD STATE OF AL SO

JGOLDE06

Match Results 1

		<b>UEI</b> CJ5MDELDLP41
<b>SSN/EIN/TIN -</b>		<b>EFT Indicator -</b>
<b>First Name -</b>		<b>Business Name</b> WATER MANAGEMENT SERVICES INC.
<b>Last Name -</b>		<b>DUNS Number</b> 193827222
		<b>Plus 4 -</b>

SAMENT (as of 12/31/2021)	1 Result Found
---------------------------	----------------

DBCK (as of 12/31/2021)	No results found
-------------------------	------------------

SAM-EXCL-RES (as of 12/31/2021)	No results found
---------------------------------	------------------

AIS-OBIT (as of 12/29/2021)	Not Searched - Minimum search criteria not provided
-----------------------------	---

AIS-PROBATE (as of 12/29/2021)	Not Searched - Minimum search criteria not provided
--------------------------------	---

CAIVRS (as of 12/10/2021)	Not Searched - Minimum search criteria not provided
---------------------------	---

DMF (as of 01/01/2022)	Not Searched - Minimum search criteria not provided
------------------------	---

DOD (as of 12/08/2021)	Not Searched - Minimum search criteria not provided
------------------------	---

DOS (as of 12/01/2021)	Not Searched - Minimum search criteria not provided
------------------------	---

**SAMENT** (as of 12/31/2021)

**SSN/EIN/TIN**      **Name**  
200203966      WATER MANAGEMENT SERVICES INC

**Legal Business Name** WATER MANAGEMENT SERVICES INC  
**DBA** -  
**Registration Status** ACTIVE  
**CAGE/NCAGE** 7B9Y9  
**Division Name** -  
**Division Number** -  
**Company URL** -  
**DUNS** 193827222  
**DUNS+4** -

**Financial Institution** (b) (4)  
**ABA Routing Number** (b) (4)  
**Account Number** (b) (4)  
**Account Type** (b) (4)  
**Business Start Date** 08/01/2003  
**Expiration Date** 10/06/2022  
**Delinquent Federal Debt** N

**Physical Address**

**Address 1** 2576 BELL RD  
**Address 2** -  
**City** MONTGOMERY  
**State** AL  
**Zip** 36117  
**Country** USA

**Mailing Address**

**Name** -  
**Address 1** 2576 BELL ROAD  
**Address 2** -  
**City** MONTGOMERY  
**State** AL  
**Zip** 36117  
**Country** USA

**Organization Code** 2L - CORPORATE ENTITY (NOT TAX EXEMPT)

**Business Code** 2X - FOR-PROFIT ORGANIZATION

**Disaster Response** NONE FOUND

**NAICS Information**      **Code** 541618

**Description** OTHER MANAGEMENT CONSULTING SERVICES

**Small Business** Y

**Emerging Small Business** -

**Product Service Code**      **Code** M1NE

**Description** OPERATION OF WATER SUPPLY FACILITIES

**Federal Supply Classification** NONE FOUND

**SBA Code** NONE FOUND

**Address Information**      **Name** -

**Address Type** DNB MONITOR

**Address 1** 2576 BELL RD

**Address 2** -

**City** MONTGOMERY

**State** AL

**Zip** 361174370

**Country** USA

**US Phone** -

**Fax** -

**Name** KATHY

**Address Type** ELEC BUS

**Address 1** 2576 BELL ROAD

**Address 2** -

**City** MONTGOMERY

**State** AL

**Zip** 36117

**Country** USA

**US Phone** 3343960105

**Fax** 3343967090

**Name** KATHY

**Address Type** GOVT

**Address 1** 2576 BELL ROAD

**Address 2** -

**City** MONTGOMERY

**State** AL

**Zip** 36117

**Country** USA

**US Phone** 3343960105

**Fax** 3343967090

**Name** -

**Address Type** MAIL

**Address 1** 2576 BELL ROAD

**Address 2** -

**City** MONTGOMERY

**State** AL

**Zip** 36117

**Country** USA

**US Phone** -

**Fax -**

**Name -**

**Address Type** PHYSICAL

**Address 1** 2576 BELL RD

**Address 2 -**

**City** MONTGOMERY

**State** AL

**Zip** 36117

**Country** USA

**US Phone -**

**Fax -**

**Name -**

**Address Type** REMIT

**Address 1** 2576 BELL ROAD

**Address 2 -**

**City** MONTGOMERY

**State** AL

**Zip** 36117

**Country** USA

**US Phone -**

**Fax -**

**Do Not Pay - Online Search Results**

RD STATE OF AL SO

JGOLDE06

Match Results 1

<b>SSN/EIN/TIN</b> 364947524	<b>UEI -</b>
<b>First Name -</b>	<b>EFT Indicator -</b>
<b>Last Name -</b>	<b>Business Name</b> THE WATER WORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN
	<b>DUNS Number</b> 117356433
	<b>Plus 4 -</b>

SAMENT (as of 03/18/2022)

1 Result Found

AIS-OBIT (as of 03/16/2022)

No results found

AIS-PROBATE (as of 03/16/2022)

No results found

CAIVRS (as of 03/11/2022)

No results found

DBCK (as of 03/18/2022)

No results found

DMF (as of 03/19/2022)

No results found

DOD (as of 02/10/2022)

No results found

DOS (as of 03/01/2022)

No results found

SAM-EXCL-RES (as of 03/20/2022)

No results found

**SAMENT** (as of 03/18/2022)

SSN/EIN/TIN	Name	UEI	DUNS
364947524	WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN, THE	DY9GEQ6C7865	117356433

**Legal Business Name** WATERWORKS AND SEWER BOARD  
OF THE CITY OF UNIONTOWN, THE

**DBA** -

**Division Name** -

**Division Number** -

**Company URL** -

**CAGE/NCAGE** 8FZ20

**Registration Status** ACTIVE

**Expiration Date** 12/13/2022

**DoDAAC** -

**UEI** DY9GEQ6C7865

**EFT Indicator** -

**DUNS** 117356433

**DUNS+4** -

**Financial Institution** CADENCE BANK, N.A.

**ABA Routing Number** 062206295

**Account Number** (b) (4)

**Account Type** C

**Authorization Date** 12/16/2019

**Debt Subject to Offset** N

**Activation Date** 12/14/2021

**Initial Registration Date** 12/16/2019

**Entity Start Date** 04/02/2019

**Fiscal Year End Close Date** SEP 30

**Last Update Date** 12/14/2021

**Physical Address**

**Address 1** 100 FRONT ST

**Address 2** -

**City** UNIONTOWN

**State** AL

**Zip** 36786

**Country** USA

**Mailing Address**

**Name** -

**Address 1** 100 FRONT ST

**Address 2** -

**City** UNIONTOWN

**State** AL

**Zip** 36786

**Country** USA

**Organization Code** 8H - CORPORATE ENTITY (TAX EXEMPT)

**Business Code** A8 - NONPROFIT ORGANIZATION

**Disaster Response** NONE FOUND

**NAICS Information** NONE FOUND

**Product Service Code** NONE FOUND

**Federal Supply Classification** NONE FOUND

**SBA Code** NONE FOUND

**Address Information****Name** CLARENCE BLACK**Address Type** ELEC BUS**Address 1** 100 FRONT ST**Address 2** -**City** UNIONTOWN**State** AL**Zip** 36786**Country** USA**US Phone** 3346284723**Fax** -**Name** CLARENCE BLACK**Address Type** GOVT**Address 1** 100 FRONT ST**Address 2** -**City** UNIONTOWN**State** AL**Zip** 36786**Country** USA**US Phone** 3346284723**Fax** -**Name** -**Address Type** MAIL**Address 1** 100 FRONT ST**Address 2** -**City** UNIONTOWN**State** AL**Zip** 36786**Country** USA**US Phone** -**Fax** -**Name** -**Address Type** PHYSICAL**Address 1** 100 FRONT ST**Address 2** -**City** UNIONTOWN**State** AL



Zip 36786

Country USA

US Phone -

Fax -

Name -

Address Type REMIT

Address 1 6836 ATLANTA HIGHWAY

Address 2 -

City MONTGOMERY

State AL

Zip 36117

Country USA

US Phone -

Fax -

**Do Not Pay - Online Search Results**

RD STATE OF AL SO

JGOLDE08

Match Results 1

<b>SSN/EIN/TIN</b> 364947524	<b>UEI</b> -
<b>First Name</b> -	<b>EFT Indicator</b> -
<b>Last Name</b> -	<b>Business Name</b> -
	<b>DUNS Number</b> -
	<b>Plus 4</b> -

SAMENT (as of 12/17/2021)

1 Result Found

AIS-OBIT (as of 12/15/2021)

No results found

AIS-PROBATE (as of 12/15/2021)

No results found

CAIVRS (as of 12/10/2021)

No results found

DBCK (as of 12/17/2021)

No results found

DMF (as of 12/18/2021)

No results found

DOD (as of 12/08/2021)

No results found

DOS (as of 12/01/2021)

No results found

SAM-EXCL-RES (as of 12/19/2021)

No results found

**SAMENT** (as of 12/17/2021)**SSN/EIN/TIN**      **Name**

364947524      WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN, THE

**Legal Business** WATERWORKS AND SEWER BOARD**Name** OF THE CITY OF UNIONTOWN, THE**DBA** -**Registration** ACTIVE**Status****CAGE/NCAGE** 8FZ20**Division Name** -**Division Number** -**Company URL** -**DUNS** 117356433**DUNS+4** -**Financial Institution** CADENCE BANK, N.A.**ABA Routing Number** 062206295**Account Number** 5001130813**Account Type** C**Business Start Date** 04/02/2019**Expiration Date** 12/13/2022**Delinquent Federal Debt** N**Physical Address****Address 1** 100 FRONT ST**Address 2** -**City** UNIONTOWN**State** AL**Zip** 36786**Country** USA**Mailing Address****Name** -**Address 1** 100 FRONT ST**Address 2** -**City** UNIONTOWN**State** AL**Zip** 36786**Country** USA**Organization Code** 8H - CORPORATE ENTITY (TAX EXEMPT)**Business Code** A8 - NONPROFIT ORGANIZATION**Disaster Response** NONE FOUND**NAICS Information** NONE FOUND**Product Service Code** NONE FOUND**Federal Supply Classification** NONE FOUND**SBA Code** NONE FOUND**Address Information**      **Name** -**Address Type** DNB MONITOR**Address 1** 100 FRONT ST**Address 2** -**City** UNIONTOWN

**State** AL

**Zip** 36786

**Country** USA

**US Phone** -

**Fax** -

**Name** CLARENCE

**Address Type** ELEC BUS

**Address 1** 100 FRONT ST

**Address 2** -

**City** UNIONTOWN

**State** AL

**Zip** 36786

**Country** USA

**US Phone** 3346284723

**Fax** -

**Name** CLARENCE

**Address Type** GOVT

**Address 1** 100 FRONT ST

**Address 2** -

**City** UNIONTOWN

**State** AL

**Zip** 36786

**Country** USA

**US Phone** 3346284723

**Fax** -

**Name** -

**Address Type** MAIL

**Address 1** 100 FRONT ST

**Address 2** -

**City** UNIONTOWN

**State** AL

**Zip** 36786

**Country** USA

**US Phone** -

**Fax** -

**Name** -

**Address Type** PHYSICAL**Address 1** 100 FRONT ST**Address 2** -**City** UNIONTOWN**State** AL**Zip** 36786**Country** USA**US Phone** -**Fax** -**Name** -**Address Type** REMIT**Address 1** 6836 ATLANTA HIGHWAY**Address 2** -**City** MONTGOMERY**State** AL**Zip** 36117**Country** USA**US Phone** -**Fax** -



United States Department of Agriculture  
*Office of the General Counsel*

*Eastern Region  
1718 Peachtree Street, NW, Suite 576  
Atlanta, Georgia 30309-2437*

*Telephone: 404-347-1060  
Facsimile: 844-217-8320*

VIA EMAIL ONLY

November 27, 2019

TO: Allen Bowen  
Community Programs Director, Rural Development  
4121 Carmichael Road, Suite 601  
Montgomery, AL 36106

FROM: Steven Youngp (b) (6)  
Attorney

COPIED: Sarah Eason; Stan Hale  
Rural Development, Community Programs

SUBJECT: The Waterworks and Sewer Board of the City of Uniontown  
Water and Waste Loans and Grants Applicant  
Eligibility Review

We have reviewed the materials submitted with your email dated November 27, 2019. The Applicant is an organization operated and controlled by a local public body and is therefore an eligible applicant pursuant to 7 C.F.R. § 1780.7(a)(1).

If your Agency determines that the Applicant's proposed project is for eligible facilities and projects; that the Applicant is unable to obtain credit elsewhere; has the responsibility for operating, maintaining, and managing the facility; that the project is economically feasible and that the Applicant does not have unpaid, outstanding judgments obtained by the United States in federal court, there is no legal objection to the Applicant's participation in the Water and Waste Loans and Grants program pursuant to the regulations contained at 7 C.F.R. § 1780.7.

If you want OGC to review any of the specific eligibility requirements listed in the paragraph above, please forward to us any other pertinent information and documents so we can make that review.

**014541**



## **WATER AND WASTEWATER SYSTEMS SERVICE AGREEMENT UNIONTOWN, AL**

This Service Agreement (hereinafter referred to as "the Service Contract") entered into this the 16 day of August, 2016, by and between the City of Uniontown, Alabama (hereinafter referred to as "City"), and EOS Utility Services, LLC (hereinafter referred to as "Service Provider"), and together referred to as "the Parties".

**WHEREAS**, the City presently owns, self-operates, maintains and manages or subcontracts the operation and maintenance of their Water and Wastewater Systems (hereinafter referred to as "Systems"); and

**WHEREAS**, the City is seeking a private firm for the operation, maintenance and management of these Systems; and

**WHEREAS**, by simultaneously executing this Service Contract, the City shall cease responsibilities for the operation, maintenance and management of the Systems on the date the Agreement is executed by the City (Commencement Date) and the Service Provider shall commence operation, maintenance and management of the Systems as set forth herein on the same date.

**NOW, THEREFORE** in consideration of the foregoing premises, and the mutual conditions and covenants contained herein, the Parties hereto, intending to be legally bound, do hereby agree as follows:

### **ARTICLE I - OBLIGATIONS OF THE PARTIES**

#### **1.1 General Obligations of Service Provider: Service Provider shall:**

1.1.1 Operate, maintain, and manage the Systems on a 24-hour per day, 7 day per week basis as outlined in Attachment A - Scope of Services.

#### **1.2 Obligations of the City: City shall:**

1.2.1 Assist the Service Provider in the operation, maintenance, and management of the Systems as outlined in Attachment A - Scope of Services.





## ARTICLE II - RATES AND CHARGES

2.1 Basic Services: Monthly fees to the Service Provider for the services outlined in the attached Scope of Services shall be (b) (4) month per metered water customer assuming a minimum of 1,415 water meters. This amount shall be adjusted annually in January of each subsequent year (first in 2017) based upon the previous year's average Consumer Price Index (CPI) and the published CPI-U for that January. If the number of service meters falls below (b) (4) the monthly charge per meter of (b) (4) shall be increased proportionally (i.e. (b) (4) / # meters), such that the monthly minimum fee to the Service Provider is (b) (4).

2.2 Additional Services: Additional Services shall include any capital improvements and all services or materials provided by the Service Provider that are requested by the City incorporated permanently into the Systems (or required for their installation) that are not included as Basic Services in Attachment A. For these Additional Services, the City shall pay the Service Provider a mutually agreeable lump sum or hourly basis from revenues or the established Operation and Maintenance Fund as described in Attachment A.

2.3 Services and Materials Charged Directly to the City: If sufficient monies are not available from revenues or the Operation and Maintenance Fund to purchase needed materials for incorporation into the Systems, the Service Provider may provide these materials to the City as reimbursable expenses. Such material expenses (including but not limited to: piping, backfill, asphalt repairs, grassing, valves, hydrants, manholes, meters, pumps, instrumentation, electrical components, etc.) shall be billed directly to the City at cost plus ten percent (10%).

2.4 Billing and Payment Procedures: Payments to the Service Provider for the Basic and Additional Services outlined in 2.1 and 2.2 above shall be made from revenues as described in Attachment A. If required, invoices for materials as described in 2.3 above will be made on a monthly basis to the City for the actual expenses incurred + 10% and payment made from revenues.

## ARTICLE III - TERM

3.1 This contract shall take effect on the Commencement Date and remain in effect for thirty six (36) months. Either party may terminate this Agreement without cause by providing 60 days prior written notice to the other party.

## ARTICLE IV - INSURANCE AND INDEMNIFICATION

4.1 Insurance: During the term of this Service Contract the Service Provider and City will comply with the insurance requirements as set forth herein. The Service Provider's Certificate of Insurance complying with the following requirements will be provided to the City prior the Commencement Date:



- Statutory Worker's Compensation Insurance.
- Commercial General Liability and Automobile Insurance in the amount of at least \$1,000,000 combined single limit for bodily injury, death or property damages, per occurrence and in the aggregate.

The City agrees to remain solely responsible for maintaining all necessary insurance policies for the Systems and properties under their ownership.

In the event of a material change or cancellation of coverage, the affected party shall notify the other party in writing within thirty (30) days of receipt of notice of a material change or cancellation and shall present a plan to obtain the required coverage through another firm or by another policy that is acceptable to both parties. Failure to maintain the insurance shall be a basis for termination of the Service Contract, unless both parties agree otherwise in writing. Either party may maintain such additional policies and coverage, as it deems prudent and necessary.

4.2 Indemnification: Subject to the next-to-last sentence of this Subsection, during the term of this Service Contract, Service Provider shall indemnify and hold harmless the City, its officers, directors, employees, agents, successors and assigns, from and against any claims, suits, actions, causes of actions, judgments, administrative penalties, reasonable attorneys' fees, and fines, and any loss caused by any injury to any person, including death, and damage to property, and costs of operating the Premises, arising out of Service Provider's gross negligence or willful misconduct in its performance of its obligations under this Service Contract. Notwithstanding the foregoing, in the event the indemnification liability of the City is limited by any constitutional, statutory or regulatory provision, or any judicial decision of any court of competent jurisdiction, to a maximum amount, the indemnification liability of Service Provider shall be limited to a like amount, as increased by the amount of any insurance proceeds available to Service Provider. Notwithstanding the foregoing, Service Provider shall be liable only to the amount of the collectable insurance, for any and all regulatory fines which may be imposed against Service Provider by any legally constituted authority having competent jurisdiction over Service Provider for acts or omissions over which the Service Provider has sole control.

4.2.2 During the term of this Service Contract the City shall indemnify and hold harmless Service Provider, its officers, directors, employees, agents, successors and assigns, its parent company and its shareholders, directors, officers, employees, agents, representatives, subcontractors, successors and assigns, from and against any claims, suits, actions, causes of actions, judgments, administrative penalties, reasonable attorneys' fees, and fines, and any loss caused by any injury to any person, including death, and damage to property, and costs of operating the Premises, arising out of the gross negligence or willful



misconduct of the City (or any employee, subcontractor, agent or representative thereof) in its performance of its obligations under this Service Contract.

4.2.3 Neither party shall be liable to the other party for any punitive, exemplary, consequential, incidental or indirect damages related to or arising from this Service Contract.

4.2.4 During the term of this Service Contract the City shall indemnify and hold harmless Service Provider, its officers, directors, employees, agents, successors and assigns, its parent company and its shareholders, directors, officers, employees, agents, representatives, subcontractors, successors and assigns, from and against any claims, suits, actions, causes of actions, judgments, administrative penalties, reasonable attorneys' fees, and fines, and any loss caused by any injury to any person, including death, and damage to property, and pollution arising from or out of the operation of the Systems or theft by employees. The City is exclusively responsible for permit procurement and compliance and any and all damage or injury caused or occasioned by malfunction, leakage, seepage or overflow of the Systems.

4.2.5 Limitation of Liability: In recognition of the relative risks and benefits of this Agreement to both the City and the Service Provider, the City agrees to limit the liability of the Service Provider for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of the Service Provider shall not exceed the amount of the collectible insurance. Such claims and causes include, but are not limited to negligence, professional error or omissions, strict liability, and breach of contract warranty.

## ARTICLE V - DEFAULT AND TERMINATION

5.1 Default by Service Provider: If Service Provider shall fail to comply with any of the material covenants, terms, conditions or limitations of this Service Contract ("Default"), then the City may give written Notice of Default (the "Default Notice"), specifying the nature of the Default and making demand that same be cured. Service Provider shall have thirty (30) days after its receipt of the written Default Notice to cure the Default; provided that if said Default cannot reasonably be cured within thirty (30) days, Service Provider may commence to cure within said 30-day period, and the time for curing the Default shall thereupon be extended for a mutually agreed term. If Service Provider fails to cure the Default within the time permitted by the foregoing sentence, the City shall have the right to terminate this Service Contract. Upon termination of this Service Contract due to Default of the Service Provider, the City shall utilize the established Operations and Maintenance Fund to correct deficiencies and select a new Service Provider.





5.2 Default by the City: If the City shall fail to comply with any of the material covenants, terms, conditions or limitations of this Service Contract, then Service Provider may give a written Default Notice, specifying the nature of the Default and making demand that same be cured. The City shall have thirty (30) days after its receipt of the written Default Notice to cure the Default; provided that if said Default cannot reasonably be cured within thirty (30) days, the City may commence to cure within said 30-day period, and the time for curing the Default shall thereupon be extended for a mutually agreed term. If the City fails to cure the Default within the time permitted by the foregoing sentence, Service Provider shall have the right to terminate this Service Contract and exercise such other legal or equitable remedies as shall be available to it.

## ARTICLE VI - MISCELLANEOUS

6.1 Governing Law and Legal Construction: This Service Contract shall be construed and interpreted in accordance with the laws of the State of Alabama, without regard to any conflicts of laws principles. The descriptive headings of the several Articles, Sections, Subsections and Paragraphs contained in this Service Contract are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions hereof Where required for proper interpretation, words in the singular shall include the plural; and the masculine gender shall include the neuter and the feminine and vice versa.

6.2 Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties in or pursuant to this Service Contract shall survive the execution of this Service Contract.

6.3 Amendments: This Service Contract may be amended by the parties in such manner and as may be agreed upon, only by a written instrument executed by both parties.

6.4 Severability: All the terms, provisions and conditions of this Service Contract shall be deemed to be severable in nature. If any term or provision hereof is finally adjudged to be unlawful, void or unenforceable by an arbitrator or court of competent jurisdiction, such part shall be deemed deleted, but such adjudication shall not affect the enforceability of any other part of this Service Contract, and all such other parts shall remain unaltered and shall continue in full force and effect.

6.5 Execution in Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.6 Assignments: This Service Contract may not be assigned by either party



without the prior written permission of the other party.

6.7 Entire Agreement: This Service Contract constitutes the entire understanding and agreement between the parties relating to the subject matter hereof, and supersedes any and all prior negotiations, understandings or agreements in regard thereto.

6.8 No Third Party Beneficiaries: There are no third-party beneficiaries to this Service Contract. No resident or citizen shall have standing to enforce the terms of this Service Contract, which shall be enforceable only by the Parties executing this Service Contract.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized representatives, have executed this Service Contract on the dates appearing adjacent to their respective signatures.

("City")

City of Uniontown, Alabama

By: J. P. H.

Title: Mayor

Date: 8-16-16

("Service Provider")

EOS

By: (b) (6)

Title: Operations Manager

Date: 8/16/16



## **ATTACHMENT A: SCOPE OF SERVICES**

### **INTENT OF CONTRACT**

We recognize that the contract language does not fully address all obligations and/or responsibilities of EOS of the City. As such, we herein provide further commentary on our intent and philosophy regarding the implementation of our operations and maintenance duties.

First, we intend to utilize local resources including existing water and wastewater maintenance staff and equipment. We will continue to use the current staff we have in place. We also intend to use the existing "operator of record" in his current role as a contract operator. We have included labor costs (including benefits, payroll taxes, insurance, etc.) to facilitate the labor force needs for a system of this size. A graphical depiction of the various duties and the party responsible for the costs of each duty is provided on the following page.

### **OPERATIONS AND MAINTENANCE FUND**

As currently being administered, we require an Operations and Maintenance Fund (Fund) be established for the expressed purpose of supporting the needs of the system. This fund will be used to pay laboratory costs, vendors, procure materials and products to be installed in the system, sewer collection system cleaning, and other system expenses not included within our costs and necessary to sustain a reliable and compliant system. The monies in this fund will remain an asset of the City; however, EOS shall have the authority to draw from this account to serve the needs of the system. The balance remaining at the expiration of the contract term would be returned to the City or continued to be used as described.

We propose that the Operating and Maintenance Fund be established with incoming revenues until a balance of \$50,000 is achieved. This account will be funded in the initial months of this contract by diverting a portion of the disbursement to the City to this account until the minimum balance is reached. We would propose that approximately half of the money available for disbursement would be transferred to the fund so that the City would still have some income from the water/wastewater revenues to conduct City business. Once the minimum balance is reached, the account will be replenished as needed and all excess revenue will be passed through to the City.



# Unlontown Water + Wastewater Scope of Services

	1	2	3	4
<b>LABOR AND BENEFITS</b>				
Management Staff				
Office Staff				
Contract Operator				
Field Staff				
<b>INVENTORY AND EQUIPMENT</b>				
Inventory (Parts and Material)				
Trucks				
Dump Truck				
Backhoe				
Trencher				
Trailer				
Boring Machine				
Service Line				
Other Specialized Equipment				
<b>MISCELLANEOUS SUPPLIES</b>				
Software				
Computers				
Monthly Software Fee				
Uniforms				
<b>MONTHLY EXPENSES</b>				
Office Rent				
Office Utilities				
System Utilities				
Phone/Internet				
Copy & Supplies				
EOS Insurance (As stipulated)				
Insurance on City's Assets (Infrastructure & Facilities)				
Fuel				
Vehicle/Equipment Maintenance (Service Provider Owned)				
Vehicle/Equipment Maintenance (City Owned)				
Chemicals				
Small Tools				
Billing and Collections				
Accounting and Bookkeeping				
Misc Supplies				
Lab Analysis - Water				
Lab Analysis - Sewer				
<b>REPAIRS &amp; MAINTENANCE</b>				
Routine Daily Maintenance				
Possible Cleaning of Sewer Collection System				
Equipment and Material Replacements in System				
Major Repair/Replacement or Capital Improvements				
<b>NOTES</b>				
<p>1. Principle and Manager will be assigned duties as necessary. These positions will not be solely dedicated to this project</p> <p>2. Required parts and materials which will be used in the system will be purchased and installed as necessary for reliable service. The operations and maintenance fund will be used for this purpose.</p> <p>3. City owned equipment will be available for our use to serve the repair and maintenance needs of the system. Upkeep of the City owned equipment will be paid out of the operations and maintenance fund.</p> <p>4. Any non-routine services or equipment rental will be paid out of the operations and maintenance fund at cost + 10%. Equipment purchased through the O &amp; M fund will remain the property of the City</p> <p>5. We have assumed that the existing system tracking software is adequate for our use. Therefore, we intend to utilize the City's software and have not included this in our costs.</p> <p>6. We have assumed that the City will provide an office for our use for the duration of the contract.</p> <p>7. The City agrees to solely responsible for maintaining all necessary insurance policies for the Systems, equipment, vehicles and properties under their ownership. Any related property taxes shall be paid directly by the City.</p> <p>8. Major repair/replacement or Capital Improvements can not be anticipated and may require additional funds. EOS will work with the City to identify a cost effective solution and may assist in arranging financing for the work. These costs will be paid from the O &amp; M fund or assumed by the City.</p>				

## CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made the 17<sup>th</sup> day of February, 2020

BETWEEN:

- (1) The City of Uniontown (the "Assignor");
- (2) The Waterworks and Sewer Board of the City of Uniontown (the "Assignee"); and
- (3) EOS Utility Services, LLC ("EUS" and, together with the Assignor and the Assignee, the "Parties").

WHEREAS:

(A) The Assignor and EUS have entered into a Water and Wastewater Systems Service Agreement dated October 2016, as amended by an Amendment to Water and Wastewater Systems Service Agreement dated as of October 18, 2019 (as amended, the "Services Agreement").

(B) With the consent of EUS, the Assignor wishes to assign all its rights and delegate all its obligations under the Services Agreement to the Assignee, and the Assignee wishes to accept such assignment and assume such delegation.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. The Assignor hereby assigns, transfers, and conveys the Services Agreement and all of its rights and interests under the Services Agreement to the Assignee, and the Assignee hereby accepts such assignment and assumes and agrees to be bound by the Services Agreement and pay, perform, and discharge all the obligations of the Assignor under the Services Agreement.
2. As between the Assignor and the Assignee, the Assignee shall be entitled to all monies to be paid by customers for water and sewer services, which rights are also assigned hereunder.
3. The Assignor represents and warrants to the Assignee and EUS as follows: (i) the Services Agreement is in full force and effect; (ii) the Services Agreement is fully assignable according to its terms; (iii) the Services Agreement has not been modified and that the terms contained therein remain in force; (iv) the Assignor has the full right, power, and authority to assign the Services Agreement to the Assignee pursuant to the terms of this Agreement; and (v) the Services Agreement is free of any lien, encumbrance, or adverse claim.
4. The Assignor shall defend, indemnify, and hold harmless the Assignee and EUS from any claim, cause of action, suit, lawsuit, action, proceeding, demand, or dispute (collectively, "Claims"), together with all damages, injuries, losses, liabilities, expenses, fees, and costs (including attorneys' fees and other legal fees, costs, and expenses), penalties, fines, relief and remedy (collectively, "Liabilities"), which arise out of, relate to, or result



from the Services Agreement, including, without limitation, any breach, violation, non-performance, or defective performance of the Services Agreement by the Assignee on or prior to the date hereof.

5. The Assignee shall defend, indemnify, and hold harmless EUS from any Claims and Liabilities, which arise out of, relate to, or result from the Services Agreement, including the Assignee's breach, violation, non-performance, or defective performance of the Service Agreement after the date hereof.

6. EUS consents to the assignment of the Services Agreement upon the terms and conditions of this Agreement. By executing this Agreement, EUS does not (i) assume, agree to pay, perform, or discharge, or succeed to any obligations or Liabilities of the Assignor under the Services Agreement or (ii) waive, relinquish, or discharge any Claims or Liabilities it may have against, or be entitled to from, the Assignor. Nothing in this Agreement amends or modifies the Services Agreement in any way.

7. This Agreement will be binding upon, and inure to the benefit of, the Parties together with their successors and assigns.

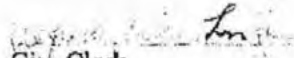
8. This Agreement may not be amended, modified, or supplemented, except in a writing signed by all of the Parties.

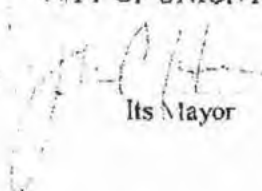
9. This Agreement is the entire understanding and agreement between the Parties regarding the assignment of the Services Agreement by the Assignor to the Assignee and supersedes all prior and contemporaneous understandings and agreements, both oral and written, regarding the assignment of the Services Agreement by the Assignor to the Assignee. This Agreement does not amend, modify, or supplement the Agreement in any way.

[Remainder of page left blank intentionally. Signature page follows.]

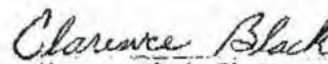
IN WITNESS OF THIS AGREEMENT, the Parties have executed this Agreement the day and year first above written.

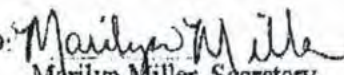
ATTEST:

  
City Clerk

CITY OF UNIONTOWN  
By:   
Its Mayor

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

By:   
Clarence Black, Chairman

ATTESTED:   
Marilyn Miller, Secretary

EOS U

By:

  
Mike Walraven, Operation Member

**AMENDMENT  
TO  
WATER AND WASTEWATER SYSTEMS SERVICE AGREEMENT**

This **AMENDMENT TO WATER AND WASTEWATER SYSTEMS SERVICE AGREEMENT** ("**Amendment**"), dated and effective as of October 18, 2019 ("**Effective Date**"), is between the **CITY OF UNIONTOWN, ALABAMA** ("**City**") and **EOS UTILITY SERVICES, LLC** ("**EUS**"). This Amendment refers to the City and EUS each as "**Party**" and together as "**Parties**."

**RECITALS:**

- A.** In October 2012, the Parties entered into a Water and Wastewater Systems Service Agreement ("**Original Agreement**") pursuant to which the City engaged EUS as an independent contractor to operate, maintain, and manage the City's water and wastewater systems ("**Systems**").
- B.** The Original Agreement expired according to its terms during 2016.
- C.** In October 2016, the Parties entered into a new Water and Wastewater Systems Service Agreement ("**Replacement Agreement**") pursuant to which the City again engaged EUS as an independent contractor to operate, maintain, and manage the Systems.
- D.** The Replacement Agreement superseded and replaced the Original Agreement.
- E.** The Replacement Agreement's term commenced October 18, 2016 and expired October 17, 2019 ("**Original Expiration Date**").
- F.** Pursuant to Article 3.1 of the Replacement Agreement, either Party could terminate the Replacement Agreement without cause by providing sixty (60) days prior written notice to the other Party.
- G.** By letter dated August 7, 2019, EUS notified the City that (i) EUS would not renew the Replacement Agreement beyond the Original Expiration Date and (ii) the Replacement Agreement would terminate according to its terms at the conclusion of the Original Expiration Date.
- H.** In order to assist and give the City additional time to engage a replacement contractor for EUS, the City has requested that EUS continue to operate, maintain, and manage the Systems under the Replacement Agreement beyond the Original Expiration Date on a month-to-month basis until March 31, 2020 ("**Amended Expiration Date**"); and, as a convenience to the City, EUS is willing to continue to operate, maintain, and manage the Systems under the Replacement Agreement as amended by this Amendment (the Replacement Agreement, together with this Amendment, "**Agreement**") through the Amended Expiration Date, upon the terms and conditions in this Amendment.

**ACCORDINGLY**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

- 1. AMENDMENT OF TERM.** Notwithstanding anything in Article 3.1 or any other provision of the Replacement Agreement to the contrary, the Agreement's term shall continue in effect beyond the Original Expiration Date and remain in effect on a month-to-month basis through the Amended Expiration Date. The Agreement will terminate automatically and without additional action of the Parties at the conclusion of the Amended Expiration Date. Following the Amended Expiration Date, EUS will not perform any additional services under the Agreement and will have no further obligations or duties with respect to the operation, maintenance, management, or other servicing of the Systems.
- 2. TERMINATION.** Either Party may terminate the Agreement prior to the Amended Expiration Date by delivering written notice of termination to the other Party, which termination will be effective at the conclusion of the last day of the month immediately following the month during which the terminating Party delivers notice of termination.

**3. REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants to the other Party that (i) such Party has full power and authority to enter into this Amendment and to consummate the transactions contemplated by this Amendment, (ii) such Party has duly and validly authorized, executed, and delivered this Amendment, and (ii) the Agreement is valid and enforceable against such Party and all third parties it purports to bind according to its terms.

**4. INDEPENDENT CONTRACTOR.** EUS is an independent contractor of the City and not an agent, authority, board, partner, joint venturer, co-owner, joint-employer, affiliate, or any other relationship other than an independent contractor.

**5. RELEASE.**

**5.1** The City, on behalf of (i) itself, (ii) all of its direct, indirect, affiliated, present, and future agencies, authorities, boards, and departments, both governmental and quasi-governmental (including any public corporations or other entities incorporated, organized, or formed for the purpose of acquiring, constructing, extending, improving, operating, maintaining, managing, owning, performing, or servicing any governmental or quasi-governmental functions (including water and sewer utilities functions)), and (iii) all of their respective officers, directors, agents, employees, successors, and assigns (collectively, "**City Parties**"), irrevocably and unconditionally releases, remises, acquits and discharges EUS, EUS's affiliates and subsidiaries, and all of their respective officers, directors, managers, agents, employees, shareholders, members, insurers, attorneys, representatives, successors, and assigns (collectively, "**EUS Parties**") from all claims, causes of action, suits, lawsuits, actions, proceedings, demands, and disputes, whether at law or in equity, whether based in contract, tort, or otherwise, and whether arising under common law, statute, or otherwise (collectively, "**Claims**"), and all damages, injuries, losses, liabilities, issues, expenses, fees, and costs (including attorneys' fees and other legal fees, costs, and expenses), penalties (administrative and otherwise), fines, relief, and remedies, whether at law or in equity, whether based in contract, tort, or otherwise, and whether arising under common law, statute, or any other source (collectively, "**Damages**"), which any City Party may now have or ever have had, whether presently known or unknown, whether presently discoverable or undiscoverable, and whether contingent or ripe, against any of the EUS Parties arising or accruing from the beginning of time until and through the Effective Date, including any Claims and Damages arising out of, or relating to, (i) the Original Agreement, (ii) the Replacement Agreement, (iii) the Agreement, or (iv) the operation, maintenance, management, or other servicing of the Systems.

**5.2** No City Party shall sue or assert any Claim or assist any third party to sue or assert any Claim against any EUS Party arising out of, or relating to, the matters released in this Amendment. The City Parties waive all rights to rescind or challenge this Amendment.

**5.3** This Amendment may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any Claim that may be instituted, filed, prosecuted, or attempted by a City Party in breach, violation, or contravention of this Amendment.

**6. CAPTIONS AND HEADINGS.** Captions and section headings in the Agreement are for convenience and reference purposes only and shall not be used to define, construe, or modify the Agreement's terms.

**7. SEVERABILITY.** If any provision of the Agreement shall be invalid, illegal, or unenforceable to any extent, the Agreement will not be invalid, illegal, or unenforceable as a whole; instead, the provision will be severed and deleted from the Agreement to the extent invalid, illegal, or unenforceable. The remainder of the Agreement will not be affected by such provision's invalidity, illegality, or unenforceability and will be enforced to the greatest extent applicable law allows.

**8. INTERPRETATION.** As used in this Amendment, the words "will" and "shall" will be deemed mandatory and imperative in their construction, meaning, and intent.

**9. AFFIRMATION.** The Parties affirm and confirm that the facts stated in the recitals to this Amendment are true, accurate, and complete.



10. **SURVIVAL.** The provisions of the Agreement that, by their nature, are intended to survive the expiration or earlier termination of the Agreement will survive the expiration or earlier termination of the Agreement, including the indemnification obligations and representations and warranties of each Party. Notwithstanding anything to the contrary in the preceding sentence, no Claims or Damages released pursuant to Section 5 of this Amendment will survive the execution and delivery of this Amendment.
11. **FURTHER ASSURANCES.** Each Party will promptly execute and deliver to the other Party such documents and perform such acts as may be necessary to give full effect to the terms of the Agreement.
12. **EFFECT OF AMENDMENT.** This Amendment will be binding only when signed by both Parties. Neither this Amendment nor the Agreement may be modified, supplemented, or amended, except in a writing signed by both Parties. Except as expressly amended in this Amendment, the Replacement Agreement is unchanged and remains in full force and effect.
13. **INSTRUMENT PRECEDENCE.** If a conflict or inconsistency exists between the Replacement Agreement's terms and this Amendment's terms, this Amendment's terms will (i) take precedence over the Replacement Agreement's conflicting or inconsistent terms and (ii) govern and control.
14. **NOTICES.** Any notice required or permitted to be given under this Amendment must be in writing and will be deemed validly given and delivered if deposited in the United States Mail, by registered or certified mail with return receipt requested, and properly addressed to the other Party at the following addresses: if to the City: 100 Front Street, Uniontown, Alabama 36786, Attention: Mayor; and, if to EUS: 206-A Oak Mountain Circle, Pelham, Alabama 35124, Attention: Operations Manager.
15. **ASSIGNMENT.** The City may not assign this Agreement, either in whole or in part, without EUS's prior written consent, which consent EUS may withhold, deny, or condition in its sole discretion. Notwithstanding the preceding sentence, the City may assign this Agreement to the Waterworks and Sewer Board of the City of Uniontown, a public corporation incorporated under Alabama law, without EUS's prior consent but with prior written notice to EUS.
16. **ENTIRE AGREEMENT.** This Amendment is incorporated into, and made a part of, the Replacement Agreement by this reference. The Parties ratify and confirm the validity and effect of the Agreement. The Agreement is the Parties' entire understanding and agreement relating to its subject matter and supersedes all prior and contemporaneous understandings and agreements, both oral and written, relating to its subject matter (including the Original Agreement).

[Remainder of page left blank intentionally. Signature page follows.]

[Signature page to Amendment to Water and Wastewater Systems Service Agreement]

IN WITNESS OF THIS AMENDMENT, the Parties have signed this Amendment effective as of the Effective Date.

EOS UTILITY SERVICES, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF UNIONTOWN, ALABAMA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SECOND AMENDMENT  
TO  
WATER AND WASTEWATER SYSTEMS SERVICE AGREEMENT**

This **SECOND AMENDMENT TO WATER AND WASTEWATER SYSTEMS SERVICE AGREEMENT** ("**Amendment**"), dated and effective as of April 1, 2020 ("**Effective Date**"), is between **THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN**, an Alabama public corporation ("**Board**"), and **EOS UTILITY SERVICES, LLC**, an Alabama limited liability company ("**EUS**"). This Amendment refers to the Board and EUS each as "**Party**" and together as "**Parties**."

**RECITALS:**

- A. In October 2012, the City of Uniontown, Alabama ("**City**") and EUS entered into a Water and Wastewater Systems Service Agreement ("**Original Agreement**") pursuant to which the City engaged EUS as an independent contractor to operate, maintain, and manage the Board's water and wastewater systems ("**Systems**").
- B. The Original Agreement expired according to its terms during 2016.
- C. In October 2016, the City and EUS entered into a new Water and Wastewater Systems Service Agreement ("**Replacement Agreement**") pursuant to which the City again engaged EUS as an independent contractor to operate, maintain, and manage the Systems.
- D. The Replacement Agreement superseded and replaced the Original Agreement.
- E. The Replacement Agreement's term commenced October 18, 2016 and expired October 17, 2019 ("**Original Expiration Date**").
- F. Pursuant to Article 3.1 of the Replacement Agreement, either Party could terminate the Replacement Agreement without cause by providing sixty (60) days prior written notice to the other Party.
- G. By letter dated August 7, 2019, EUS notified the City that (i) EUS would not renew the Replacement Agreement beyond the Original Expiration Date and (ii) the Replacement Agreement would terminate according to its terms at the conclusion of the Original Expiration Date.
- H. In order to assist and give the City additional time to engage a replacement contractor for EUS, the City requested that EUS continue to operate, maintain, and manage the Systems under the Replacement Agreement beyond the Original Expiration Date on a month-to-month basis until March 31, 2020; and, as a convenience to the City, EUS was willing to continue to operate, maintain, and manage the Systems under the Replacement Agreement through March 31, 2020 pursuant to the terms of an Amendment to Water and Wastewater Systems Service Agreement dated and effective as of October 18, 2019 ("**First Amendment**" and, together with the Replacement Agreement, "**Agreement**").
- I. Pursuant to a Contract Assignment and Assumption Agreement dated February 17, 2020 between the City, as assignor, the Board, as assignee, and EUS, the City assigned the Agreement and all its right, title, and interest in and to the Agreement to the Board, and the Board assumed all obligations under the Agreement.
- J. In order to assist and give the Board additional time to engage a replacement contractor for EUS, the Board desires for EUS to continue operating, maintaining, and managing the Systems under the Agreement beyond March 31, 2020 on a month-to-month basis; and, as a convenience to the Board, EUS is willing to continue operating, maintaining, and managing the Systems under the Agreement through June 30, 2020, upon the terms and conditions in this Amendment.

**ACCORDINGLY**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:



1. **AMENDMENT OF TERM.** Notwithstanding anything in Article 3.1 of the Replacement Agreement, Section 1 of the First Amendment, or any other provision of the Agreement to the contrary, the Agreement's term shall continue in effect beyond March 31, 2020 and remain in effect on a month-to-month basis through June 30, 2020 ("**Second Amended Expiration Date**"). The Agreement (as amended by this Amendment) will terminate automatically and without additional action of the Parties at the conclusion of the Second Amended Expiration Date. Following the Second Amended Expiration Date, EUS will not perform any additional services under the Agreement (as amended by this Amendment) and will have no further obligations or duties with respect to the operation, maintenance, management, or other servicing of the Systems.

2. **TERMINATION.** Either Party may terminate the Agreement (as amended by this Amendment) prior to the Second Amended Expiration Date by delivering written notice of termination to the other Party, which termination will be effective at the conclusion of the last day of the month immediately following the month during which the terminating Party delivers notice of termination.

3. **REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants to the other Party that (i) such Party has full power and authority to enter into this Amendment and to consummate the transactions contemplated by this Amendment, (ii) such Party has duly and validly authorized, executed, and delivered this Amendment, and (iii) the Agreement (as amended by this Amendment) is valid and enforceable against such Party and all third parties it purports to bind according to its terms. The person executing this Amendment on behalf of a Party represents and warrants to the other Party that such person has been authorized by all necessary action and has the full power and authority to sign this Amendment on behalf of the Party for which it has signed this Amendment and to bind such Party by the terms of the Agreement (as amended by this Amendment).

4. **INDEPENDENT CONTRACTOR.** EUS is an independent contractor of the Board and not an agent, authority, board, partner, joint venturer, co-owner, joint-employer, affiliate, or any other relationship other than an independent contractor.

5. **RELEASE.**

5.1 The Board, on behalf of itself and its officers, directors, agents, employees, successors, and assigns (collectively, "**Board Parties**"), irrevocably and unconditionally releases, remises, acquits and discharges EUS, EUS's affiliates and subsidiaries, and all of their respective officers, directors, managers, agents, employees, shareholders, members, insurers, attorneys, representatives, successors, and assigns (collectively, "**EUS Parties**") from all claims, causes of action, suits, lawsuits, actions, proceedings, demands, and disputes, whether at law or in equity, whether based in contract, tort, or otherwise, and whether arising under common law, statute, or otherwise (collectively, "**Claims**"), and all damages, injuries, losses, liabilities, issues, expenses, fees, and costs (including attorneys' fees and other legal fees, costs, and expenses), penalties (administrative and otherwise), fines, relief, and remedies, whether at law or in equity, whether based in contract, tort, or otherwise, and whether arising under common law, statute, or any other source (collectively, "**Damages**"), which any Board Party may now have or ever have had, whether presently known or unknown, whether presently discoverable or undiscoverable, and whether contingent or ripe, against any of the EUS Parties arising or accruing from the beginning of time until and through the Effective Date, including any Claims and Damages arising out of, or relating to, (i) the Original Agreement, (ii) the Replacement Agreement, (iii) the First Amendment, or (iv) the operation, maintenance, management, or other servicing of the Systems.

5.2 No Board Party shall sue or assert any Claim or assist any third party to sue or assert any Claim against any EUS Party arising out of, or relating to, the matters released in this Amendment. The Board Parties waive all rights to rescind or challenge the Agreement (as amended by this Amendment).

5.3 The Agreement (as amended by this Amendment) may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any Claim that may be instituted, filed, prosecuted, or attempted by a Board Party in breach, violation, or contravention of the Agreement (as amended by this Amendment).

6. **CAPTIONS AND HEADINGS.** Captions and section headings in this Amendment are for convenience and reference purposes only and shall not be used to define, construe, or modify this Amendment's terms.

7. **SEVERABILITY.** If any provision of the Agreement (as amended by this Amendment) shall be invalid, illegal, or unenforceable to any extent, the Agreement (as amended by this Amendment) will not be invalid, illegal, or unenforceable as a whole; instead, the provision will be severed and deleted from the Agreement (as amended by this Amendment) to the extent invalid, illegal, or unenforceable. The remainder of the Agreement (as amended by this Amendment) will not be affected by such provision's invalidity, illegality, or unenforceability and will be enforced to the greatest extent applicable law allows.
8. **INTERPRETATION.** As used in this Amendment, the words "will" and "shall" will be deemed mandatory and imperative in their construction, meaning, and intent.
9. **AFFIRMATION.** The Parties affirm and confirm that the facts stated in the recitals to this Amendment are true, accurate, and complete.
10. **SURVIVAL.** The provisions of the Agreement (as amended by this Amendment) that, by their nature, are intended to survive the expiration or earlier termination of the Agreement (as amended by this Amendment) will survive the expiration or earlier termination of the Agreement (as amended by this Amendment), including the indemnification obligations and representations and warranties of each Party. Notwithstanding anything to the contrary in the preceding sentence, no Claims or Damages released pursuant to Section 5 of this Amendment will survive the execution and delivery of this Amendment.
11. **FURTHER ASSURANCES.** Each Party will promptly execute and deliver to the other Party such documents and perform such acts as may be necessary to give full effect to the terms of the Agreement (as amended by this Amendment).
12. **EFFECT OF AMENDMENT.** This Amendment will be binding only when signed by both Parties. The Agreement (as amended by this Amendment) may not be modified, supplemented, or amended, except in a writing signed by both Parties. Except as expressly amended in this Amendment, the Agreement is unchanged and remains in full force and effect.
13. **INSTRUMENT PRECEDENCE.** If a conflict or inconsistency exists between the Agreement's terms and this Amendment's terms, this Amendment's terms will (i) take precedence over the Agreement's conflicting or inconsistent terms and (ii) govern and control.
14. **NOTICES.** Any notice required or permitted to be given under the Agreement (as amended by this Amendment) must be in writing and will be deemed validly given and delivered if deposited in the United States Mail, by registered or certified mail with return receipt requested, and properly addressed to the other Party at the following addresses: if to the Board: 100 Front Street, Uniontown, Alabama 36786, Attention: Chairman; and, if to EUS: 206-A Oak Mountain Circle, Pelham, Alabama 35124, Attention: Operations Manager.
15. **ASSIGNMENT.** The Board may not assign the Agreement (as amended by this Amendment), either in whole or in part, without EUS's prior written consent, which consent EUS may withhold, deny, or condition in its sole discretion.
16. **ENTIRE AGREEMENT.** This Amendment is incorporated into, and made a part of, the Agreement by this reference. The Parties ratify and confirm the validity and effect of the Agreement (as amended by this Amendment). The Agreement (as amended by this Amendment) is the Parties' entire understanding and agreement relating to its subject matter and supersedes all prior and contemporaneous understandings and agreements, both oral and written, relating to its subject matter (including the Original Agreement).

[Remainder of page left blank intentionally. Signature page follows.]



[Signature page to Second Amendment to Water and Wastewater Systems Service Agreement]

IN WITNESS OF THIS AMENDMENT, the Parties have signed this Amendment effective as of the Effective Date.

EOS UTILITY SERVICES, LLC,

an A

By: \_\_\_\_\_

Name: Mike Walraven

Title: Operations Manager

THE WATERWORKS AND SEWER BOARD OF THE CITY OF  
UNIONTOWN,  
an Alabama public corporation

By: \_\_\_\_\_

Name: Clarence Black

Title: Chairman

Birmingham Office

206-A Oak Mountain Circle  
Pelham, Alabama 35124

Tel. 205.396.3170  
Fax 205.581.8680



SENT VIA EMAIL [mayorhunter@ymail.com](mailto:mayorhunter@ymail.com)  
SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

August 7, 2019

Mayor Jamaal Hunter  
City of Uniontown  
100 Front Street  
Uniontown, AL 36786

RE: **Operations Contract**

Dear Mayor Hunter:

In October 2016, the City of Uniontown (the City) and EOS Utility Services, LLC (EOSUS) renewed its contractual relationship by entering into a second Water and Wastewater Systems Services Agreement (the Agreement). The Agreement has a term of thirty-six months. Thus, the Agreement terminates according to its terms on October 17, 2019. Further, the Agreement provides: "Either party may terminate this Agreement without cause by providing 60 days prior written notice to the other party."

Please allow this letter to serve as notice that EOSUS will not be renewing its contractual relationship with the City by executing a new and third Water and Wastewater Systems Services Agreement. Thus, under the terms of the Agreement, the contractual relationship between EOSUS and the City will terminate on October 17, 2019. Further, to the extent the Agreement requires notice, this letter serves as written notice from EOSUS that the Agreement and the contractual relationship between EOSUS and the City shall terminate effective on October 17, 2019.

EOSUS gives this notice, notice in excess of any the Agreement might require, to provide the City as much time as possible to plan for transition of EOSUS's current contractual role as operator of the City's water and wastewater systems. EOSUS will assist the City in that transition to the extent practicable and to the extent required by the Agreement. It is my understanding the newly formed Water and Sewer Board will soon begin advertisement for bids for the operations of the water and wastewater systems.

Thank you for the opportunity to have worked with you and the citizens of Uniontown.

Sincerely,

(b) (6)

Mike Walraven  
Operations Manager

cc: Emefa Butler -City of Uniontown

**014561**



**Water and Waste System Grant Agreement****United States Department of Agriculture****Rural Utilities Service**

THIS AGREEMENT dated \_\_\_\_\_, between

City of Uniontown

a public corporation organized and operating under

N/A

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

**WHEREAS**

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ 31,250,000.00 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 7,812,500.00 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 7,812,500.00 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 23,437,500.00 or 75.00 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed 75.00 percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

**Grantee Agrees That Grantee Will:**

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

014562

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated \_\_\_\_\_, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

**[Revision 1, 04/17/1998]**

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

**This Grant Agreement covers the following described real property (use continuation sheets as necessary).**

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

**[Revision 1, 04/17/1998]**

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

**This Grant Agreement covers the following described equipment(use continuation sheets as necessary).**

**Sewage piping and materials**

**M. Provide Financial Management Systems which will include:**

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland ``Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414 ) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

**[Revision 1, 11/20/1997]**

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

**[Revision 1, 11/20/1997]**

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term ``facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 23,437,500.00 which it will advance to Grantee to meet not to exceed 75.00 percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

\_\_\_\_\_

attested and its corporate seal affixed by its duly authorized

\_\_\_\_\_

Attest:

By Alfreda Washington  
Alfreda Washington

(Title) City Clerk

By Jamaal Hunter  
Jamaal Hunter

(Title) Mayor

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By Nivory Gordon, Jr.  
NIVORY GORDON, JR.  
Area Director

(Title)

014568





**United States Department of Agriculture  
Rural Development**

July 26, 2012

City of Uniontown  
100 Front Street  
Uniontown, Alabama 36786

**SUBJECT:** Waste Water Application  
Loan \$2,505,000.00  
Grant \$2,296,000.00

Dear Mayor Jamaal Hunter:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA, Rural Development. Any changes in project cost, source of funds, scope of services or any other significant changes in the project or applicant, must be reported to and approved by USDA, Rural Development, by written amendment to this letter. If significant changes are made without obtaining such approval, Rural Development may discontinue processing of the application.

This letter does not constitute loan and/or grant approval, nor does it ensure that funds are or will be available for the project.

The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing. The loan will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds", is mailed to you.

Please complete and return the following forms if you agree to meet these conditions and desire that further consideration be given to your application:

Form RD 1942-46, "Letter of Intent to Meet Conditions,"  
Form RD 1940-1, "Request for Obligation of Funds,"

Within 120 days of this letter, you must meet all of the conditions set forth which can be met prior to calling for construction bids. If you have not done so, Rural Development reserves the right to discontinue the processing of your application.

4121 Carmichael Road, Suite 601 • Montgomery, AL 36106-3683  
Phone: (334) 279-3615 • Fax: (334) 279-3627 • TDD: (334) 279-3495 • Web: <http://www.rurdev.usda.gov/al>

Committed to the future of rural communities.

"USDA is an equal opportunity provider, employer and lender."  
To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W.,  
Washington, DC 20250-9410 or call (800)795-3272 (voice) or (202) 720-F TDD).

014569

Extra copies of this letter are being provided for use by your engineer, attorney, bond counsel and accountant. All parties may access information and regulations referenced in the letter at our web-site located at [www.usda.gov/rus/water/](http://www.usda.gov/rus/water/) for the following:

- a. Title 7 Code of Federal Regulation, Part 1780, (7 CFR 1780) – Sections A-D and RUS Bulletins are the Regulations for the program.
- b. RUS Bulletin 1780-26, “Guidance for the Use of Engineers Joint Contract Documents Committee (EJCDC) Documents on Water and Waste Projects with RUS Financial Assistance”

The conditions referred to above are as follows:

1. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

<b><u>Project Costs:</u></b>		<b><u>Total Budgeted:</u></b>
Construction		\$3,612,105.00
Land	\$ 130,000.00	
Engineering Fees	\$ 548,967.00	
Basic	\$267,486.00	
Insp.	\$232,981.00	
Add'l.	\$ 48,500.00	
Legal Fees	\$ 42,000.00	
Interim Interest	\$ 117,000.00	
Project Contingency	\$ 270,908.00	
Equipment	\$ 70,000.00	
Other-Advertising & Permits	\$ 10,020.00	
<b>TOTALS</b>	<b>\$4,801,000.00</b>	

Your funding needs will be reassessed if there is a significant reduction in project costs after bids are received. Obligated loan or grant funds not needed to complete the proposed project will be de-obligated. Any reduction will be applied to grant funds first. An “Amended Letter of Conditions” will be issued for any revised project budget.

2. **Project Funds** - Project funding is planned from the following sources:

<b><u>Project Funding Source</u></b>	<b><u>Funding Amount:</u></b>
USDA RUS Loan	\$2,505,000.00
USDA RUS Grant	\$2,296,000.00
Total Project Funding (All Sources):	\$4,801,000.00

Any changes in funding sources following obligation of RUS funds must be reported to the processing official. Prior to advertisement for construction bids, you must provide evidence of applicant contributions and approval of other funding sources. This evidence should include a copy of the commitment letter.

3. **Disbursement of Funds** – For all loans exceeding \$500,000, where loan funds can be borrowed at reasonable interest rates on an interim basis from commercial sources for the construction period, such interim financing will be used to preclude the necessity for multiple advances of Agency loan funds. You must provide the Agency with a copy of the interim loan financing agreement for review prior to bid authorization. The Agency approval official may make an exception when interim financing is cost prohibitive or unavailable. Grant funds from the Agency will be disbursed by multiple advances through electronic transfer of funds after loan funds or interim financing is expended..

You must establish a separate construction account, with an acceptable financial institution or depository that meets the requirements of 31 CFR Part 202. All project funds will be deposited into this account. Financial institutions or depositories accepting deposits of public funds and providing other financial agency services to the Federal Government are required to pledge adequate, acceptable securities as collateral. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the constructions account at any one time. Additional guidance on collateral acceptability and valuation are available at Treasury's Bureau of the public debt website at [www.publicdebt.treas.gov](http://www.publicdebt.treas.gov).

4. **Security** – The loan will be secured by a General Obligation bond with first lien position in the amount of \$2,505,000.00. The bond will be fully registered as to both principal and interest in the name of the "United States of America Acting through the Department of Agriculture".

The bond and any ordinance or resolution relating thereto must not contain any provision in conflict with the RD Loan Resolution, applicable regulations, and law. In particular, there must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 USC 1983 (c).

Additional security requirements are contained in RUS Bulletin 1780-12, "Water or Waste System Grant Agreement" and RUS Bulletin 1780-27, "Loan Resolution.

5. **Loan Repayment** – Your loan will be scheduled for repayment over a period of 30 years. The payments due the first 2 years will consist of interest only. Payments for the remaining 28 years will be equal amortized annual installments. For planning purposes use a 2.125% interest rate and an annual amortization factor of \$47.76 which provides for an annual payment of \$119,638.00.

The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, whichever is less, unless you choose otherwise. Should the interest rate be reduced, the payment will be recalculated to the lower amount. The payment due date will be established as January 1st of each year. Interest only payments during the 2 years deferral period will be advanced to you from interim loan funds.

You will be required to complete RD-3550-28, "Authorization Agreement for Preauthorized Payments" for all new and existing indebtedness to the Agency. It will allow for your payment to be electronically debited from your account on the day your payment is due.

6. **Reserves** – Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs, and assist with debt service thru a debt service reserve should the need arise. Reserves can also be established and maintained for the anticipated and expected expenses including but not limited to operation and maintenance, customer deposits, deferred interest during the construction period, and an asset management program.

A short lived asset reserve account will be established. You must fund this replacement reserve by depositing a sum of \$72,748.00 annually.

7. **Users** – This letter of conditions is based upon you providing evidence or a certification that there will be at least 976 residential users and 24 commercial users on the existing system when construction has been completed.

Before the Agency can agree to the project being advertised for construction bids, you must provide evidence or a certification that the total required number of users are currently using the system or signed up to use the system and that the monthly water usage projected for each by the engineer is reasonable. In the event any of the large volume users discontinue the offered service, you must obtain enough additional revenue (i.e., increase in user rates, sign up of an adequate number of other users, reduction in project scope to reduce debt service and O&M, etc.) to make up the projected income that would be lost by not having those users on the system.

8. **Effective Collection Policy** - The facility needs to be operated on a sound business plan. You will be required to develop an "Effective Collection Policy" or "Ordinance" for accounts not paid in full within a specified number of days after the date of billing. The plan should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees.
9. **Proposed Operating Budget and User Rate Analysis** - You must maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance, debt service, and reserves. You will be required to submit a copy of your proposed annual operating budget and rate analysis to the Agency which

supports the proposed loan repayment prior to the Agency giving you written authorization to proceed with the bidding phase. The operating budget should be based on a typical year cash flow after completion of the construction phase. Form RD 442-7 - "Operating Budget" attached or similar form may be utilized for this purpose. The rate analysis will be required to show the number of users, their average consumption based on a twelve month consecutive average, and rate structure to support the necessary revenue to make the operating budget cash flow. It is expected that O&M will change over each successive year and user rates will need to be adjusted on a regular basis.

Assistance is available from technical assistance resources to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested please contact our office for phone numbers and contacts of these organizations

10. **Insurance and Bonding Requirements** - Prior to loan closing or start of construction, whichever occurs first, you must acquire the types of insurance and bond coverage shown below. The use of deductibles may be allowed providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained.
  - a. **General Liability Insurance** – Include vehicular coverage.
  - b. **Workers' Compensation** - In accordance with appropriate State laws.
  - c. **Position Fidelity Bond(s)** - All positions occupied by persons entrusted with the receipt and/or disbursement of funds must be bonded. You should have each position bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The coverage may be increased during construction of this project based on the anticipated monthly advances. The minimum coverage acceptable to the Agency will be for each position to be bonded for an amount at least equal to one annual installment on your Agency loan(s). The amount of coverage should be discussed and approved by the Agency. Form RD 440-24, "Position Fidelity Bond" may be used for this purpose.
  - d. **National Flood Insurance** - If the project involves acquisition or construction in designated special flood or mudslide prone areas, you must purchase a flood insurance policy at the time of loan closing.
  - e. **Real Property Insurance** – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if

such structures are not normally insured and subsurface lift stations except for the value of electrical and pumping equipment. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

11. **Accounting Services** - You may be required to obtain the services of an independent licensed Certified Public Accountant (CPA). When permitted by state statutes or with the approval of the Agency, a state or Federal auditor may perform the audit in lieu of a CPA.

**Audit Agreement** - You must enter into a written audit agreement with the auditor and submit a copy to the Agency prior to advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit or financial statements to be completed, the time frame in which the audit or financial statements will be completed, what type of reports will be generated from the services provided and how irregularities will be reported. Prior to the advertisement for bids, your accountant must certify to you and the Agency that the accounts and records as required by your bond resolution have been established and are operational. In addition, the balance sheet for the water and sewer must be kept separate from each other as well as from all other accounts.

**Audit Requirements** - The following management data will be required from you on an annual basis and be submitted to the Agency as specified below:

- a. A borrower that expends \$500,000 or more in federal financial assistance per fiscal year shall submit an audit performed in accordance with the requirements of OMB Circular A-133. As described above, the total federal funds expended from all sources shall be used to determine federal financial assistance expended. Projects financed with interim financing are considered federal expenditures.
- b. A borrower that expends less than \$500,000 in Federal financial assistance per fiscal year and an outstanding Agency loan balance of \$1,000,000 or more shall submit an audit performed in accordance with Generally Accepted Government Auditing Standards, (GAGAS).

**Annual Budget and Projected Cash Flow** - Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to this office. With the submission of the annual budget, you will be required to provide a current rate schedule, a current listing of the Board or Counsel Members and their terms.



**Quarterly Reports** – Quarterly management reports will be required until the processing office waives the required reports. You may use RD form 442-2 and complete schedule 1, page 1, columns 2-6 as appropriate and page 2. The area office will notify you in writing when the Quarterly reports are no longer required.

12. **Legal Services** – You will be required to obtain a “Legal Services Agreement.” This agreement will address the fees necessary for the services outlined in this agreement. At closing the owner’s attorney will certify that the executed contract documents, including performance and payment bonds on contracts over \$100,000 are adequate and that the persons executing these documents have been properly authorized to do so in accordance with RUS Instruction 1780.61(b).
13. **Property Rights** - Prior to advertisement for construction bids, you must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights-of-ways needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation and Real Property Acquisition Act. Such evidence of control over the lands and rights must be in the following form:
  - a. **Right-of-Ways** - A right-of-way map will be required showing clearly the location of all lands and right-of-ways needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof. A certification and legal opinion relative to title to right-of-ways and easements is required. Form RD 442-22, “Opinion of Counsel Relative to Rights-of-Way”, and Form RD 442-21, “Right-of-Way Certificate” may be used. These forms may contain a few exceptions such as properties that must be condemned; however, prior to the start of construction or loan closing, whichever occurs first, new forms must be provided which do not provide for any exceptions.
  - b. **Preliminary Title Work** - A separate Form RD 1927-9, “Preliminary Title Opinion” along with copies of deeds, contracts or options for any lands needed other than rights-of-way, may be used for each property currently owned or to be acquired.
  - c. **Final Title Work** - On the day of loan closing, your attorney must furnish a separate final title opinion on all existing land(s) and those to be acquired on the day of loan closing. Form RD 1927-10, “Final Title Opinion” may be used.
14. **Engineering Services** – The Agency must approve any agreements and modifications to agreements for professional engineering services. The agreement for engineering services should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, “Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance” or other approved form of agreement.
15. **Resident Inspector(s)** – Full-time inspection is required unless a written exception is made by the Agency upon your written request. This service is to be provided by the

consulting engineer or other arrangements as approved by the Agency. Prior to the pre-construction conference, a resume of qualifications of the resident inspector(s) will be submitted to the owner and Agency for review and approval. The owner will provide a letter of acceptance for all proposed observers to the engineer and Agency. The resident inspector(s) must attend the pre-construction conference.

#### **16. Restrictions on Lobbying**

In order to comply with Section 319 of Public Law 101-121 which prohibits applicants and recipients of Federal contracts, grants and loans from using Federal appropriated funds for lobbying, the Federal Government in connection with the award of a specific contract, grant or loan, the **Applicant**, and all contractors and subcontractors must:

- a. Execute the attached Certification for Contracts, Grants, and Loans.
- b. Complete Standard Form LLL, "Disclosure of Lobbying Activities", if they have made, or agreed to make payment, using funds other than Federal appropriated funds, to influence or attempt to influence a decision in connection with the contract.

The Certification (and, if appropriate, the Disclosure) must be provided to USDA, Rural Development.

#### **17. Environmental Requirements -**

- a. Mitigation – This is a Categorical Exclusion and Mitigation is not required. Sound construction requirements should be followed.
- b. Project Modifications – The project as proposed has been evaluated to be consistent with all applicable environmental requirements. If the project or any project element deviates from or is modified from the original approved project, additional environmental review may be required.

18. **Vulnerability Assessments (VA) and Emergency Response Plans (ERP)** – The Agency requires all financed water and wastewater systems to have a vulnerability assessment (VA) and an emergency response plan (ERP) in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operations. A certification that a VA is complete must be submitted within one year of the start of operations. Borrowers with existing systems must provide a certification that a VA and ERP are completed prior to bid authorization. Technical assistance is available in preparing these documents at no cost to you.

19. **Permits** – The owner, contractor or responsible party will be required to obtain all required permits for the project prior to advertisement for construction bids. A narrative opinion from your attorney concerning all permits, certificates, licenses and other items necessary to show that all legal requirements can be met and stating how they will be met.

**20. Contract Documents, Final Plans and Specifications -**

- a. The contract documents should consist of the EJCDC Construction Contract Documents as indicated in RUS Bulletin 1780-26 or other approved form of agreement.
- b. The contract documents, final plans, and specifications must comply with RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Construction and Inspections and be submitted to the Agency for approval prior to advertisement for bids.
- c. The use of any procurement method other than competitive bidding must be requested in writing and approved by the Agency.
- d. The Agency requires a pre-construction conference, pre-final, final, and warranty inspection.
- e. The Agency requires prior agency concurrence with all Change Orders, Invoices, and Payment Estimates.

21. **Graduation** - By accepting this loan, you are also agreeing to refinance (graduate) the unpaid loan balance in whole, or in part, upon request of the Government. If at any time the Agency determines your entity is able to obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, you will be requested to refinance.

**22. Central Contractor Registration and Universal Identifier Requirements – Requirement for Central Contractor Registration (CCR)**

- a) You as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award and all loan and/or grant funds under this award have been disbursed or de-obligated, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Recipients can register on-line at (<https://www.bpn.gov/ccr/>).

23. **Applicable State Statutes and Requirements** – Evidence must also be provided indicating your system has a licensed operator, meeting State requirements, will be available prior to the system becoming operational or a suitable supervisory agreement with a licensed operator is in effect.

24. **Civil Rights & Equal Opportunity** - You should be aware of and will be required to comply with other federal statute requirements including but not limited to:

Section 504 of the Rehabilitation Act of 1973 – Under section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.

Civil Rights Act of 1964 – All borrowers are subject to, and facilities must be operated in accordance with, title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and subpart E of part 1901 of this title, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by paragraph 1901.202(e) of this title.

The Americans with Disabilities Act (ADA) of 1990 – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications. Title II of the Act applies to facilities operated by State and local public entities which provides services, programs and activities. Title III of the Act applies to facilities owned, leased, or operated by private entities which accommodate the public.

Age Discrimination Act of 1975 – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap.

25. **Bid Authorization** - Once all the conditions outlined in this letter have been met, the Agency may authorize you to advertise the project for construction bids. Such advertisement must be in accordance with appropriate State statutes. Immediately after bid opening you must provide the Agency with (a) bid tabulation, and (b) your engineer's evaluation of bids and (c) your recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the administrative conditions of loan approval have been satisfied, loan closing instructions will be issued to you setting forth any further requirements that must be met before a Notice of Award may be issued.
26. **Cost Overruns** – Cost overruns exceeding 20% of the development cost at time of loan or grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date. Cost overruns must be due to high bids or unexpected construction problems that cannot be reduced by

negotiations, redesign, use of bid alternatives, rebidding or other means prior to consideration by the Agency for subsequent funding. Such requests will be contingent on the availability of funds.

27. **Use of Remaining Funds** – Applicant contributions and connection or tap fees will be the first funds expended in the project. Remaining funds may be considered in direct proportion to the amounts obtained from each source and handled as follows:

- Remaining funds may be used for eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan and grant remains the same.
- Agency loan funds that are not needed will be applied as an extra payment on the Agency indebtedness unless other disposition is required by the bond ordinance, resolution, or State statute.
- Grant funds not expended for authorized purposes will be cancelled within 120 days of project completion. Prior to actual cancellation, you and your attorney and engineer will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.

28. **Management Contract for Water and Sewer** – The applicant will hire an approved management firm to manage and operate the water and sewer systems. This should be done as outlined in RUS Instruction 1780.39(b)(4) which states that "Contracts or other forms of agreements for services including management, operation, and maintenance will be developed by the applicant and presented to the Agency for review and concurrence. Guidance on entering into a management agreement is available from the Agency." Also, Attachment 1 entitled "Minimum Suggested Contents of a Management Agreement" is attached to this Letter of Conditions. The State of Alabama bid laws applies to these type contracts and must be adhered to. The Agency must review and concur with this contract before it is executed.

The attachments listed below are attached to your copy of this letter as noted. Enclosed are the following:

- RUS Bulletin 1780-12, "Water or Waste System Grant Agreement"
- RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)"
- RD-3550-28, "Authorization Agreement for Preauthorized Payments"
- Form RD 442-7, "Operating Budget"
- Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way"
- Form RD 442-21, "Right-of-Way Certificate"
- Form RD 1927-9, "Preliminary Title Opinion"
- Form RD 1927-10, "Final Title Opinion"
- RUS Bulletin 1780-8 "Minimum Suggested Contents of Management Agreements"

We look forward to continue working with you to complete this project and if you have any questions please contact Nivory Gordon, Community Programs Specialist at 334-682-4116 Ext 110 or by e-mail at [Nivory.Gordon@al.usda.gov](mailto:Nivory.Gordon@al.usda.gov).

Sincerely yours,

**(b) (6)**

*for*  
Ricky N. Dawson  
Area Director  
USDA, Rural Development

**(b) (6)**

Attachments

cc: State Director  
Ronald W. Davis

Attorney  
John M. Gibbs

Engineer  
John Stevens, Sentell Engineering, Inc.

Auditor  
Lawrence, Hitt & Pugh, LLC

**014580**



[Close](#)[Save](#)[Submit](#)

Position 3

Form RD 1942-46  
(Rev. 6-98)

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT  
FARM SERVICE AGENCY

FORM APPROVED  
OMB NO. 0575-0015

## LETTER OF INTENT TO MEET CONDITIONS

Date 10-8-2021

TO: United States Department of Agriculture

USDA, Rural Development

(Name of USDA Agency)

321 Depot Street  
Camden, AL 36726

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 10-08-21. It is our intent to meet all of them not later than 1-31-2022.

Waterworks and Sewer Board of Uniontown

(Name of Association)

BY

Clarence Black - Chairman of the Board

(Title)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Form RD 1942-46 (Rev. 6-98)

014581

[Close](#)[Save](#)[Submit](#)

[Close](#)[Save](#)[Submit](#)

Position 3

Form RD 1942-46  
(Rev. 6-98)

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT  
FARM SERVICE AGENCY

FORM APPROVED  
OMB NO. 0575-0015

## LETTER OF INTENT TO MEET CONDITIONS

Date 10-8-2021

TO: United States Department of Agriculture

USDA, Rural Development

(Name of USDA Agency)

321 Depot Street  
Camden, AL 36726

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 10-08-21. It is our intent to meet all of them not later than 1-31-2022.

Waterworks and Sewer Board of Uniontown

(Name of Association)

BY

Clarence Black - Chairman of the Board

(Title)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Form RD 1942-46 (Rev. 6-98)

014582

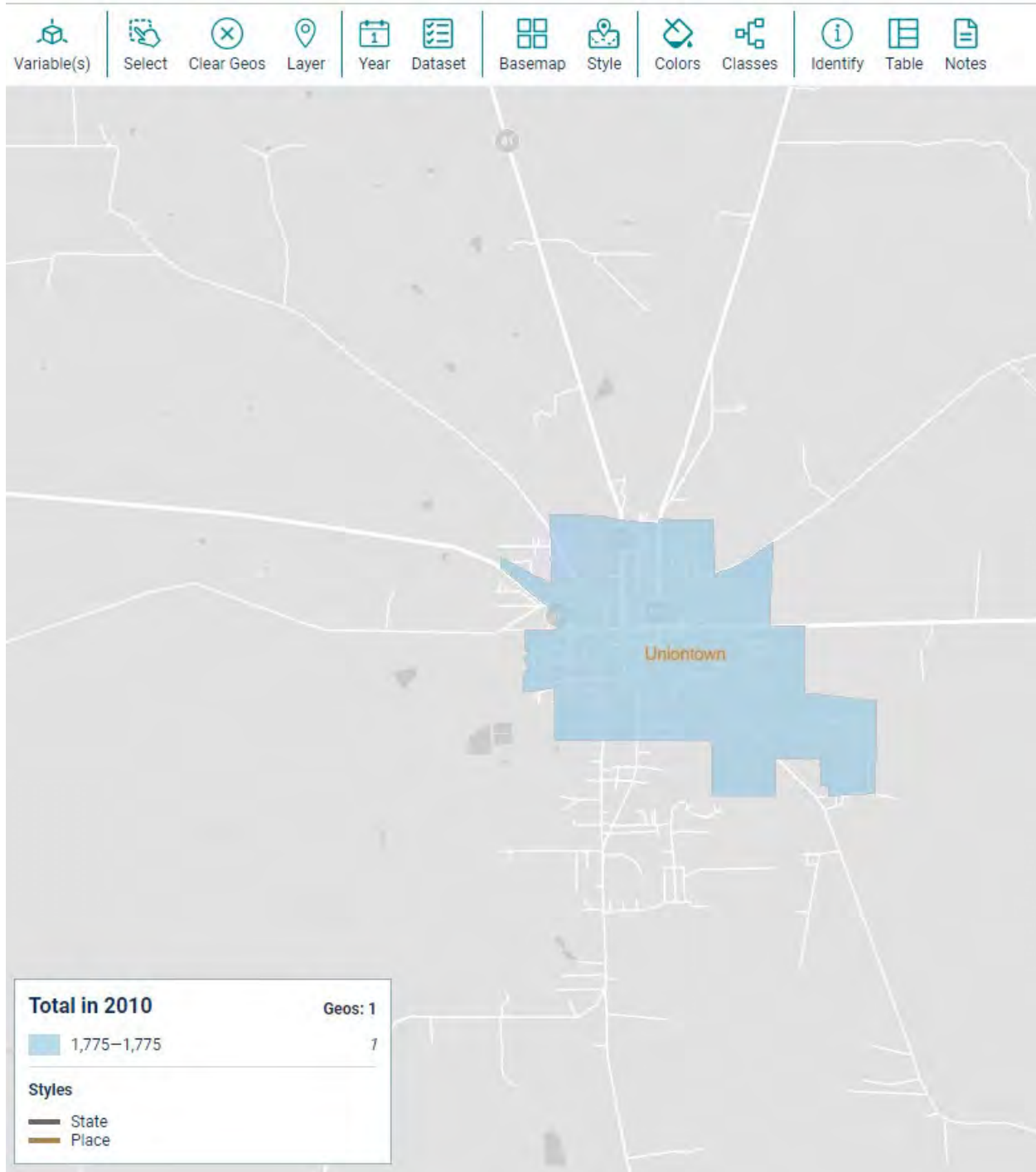
[Close](#)[Save](#)[Submit](#)

## Uniontown Service Area Map

Decennial Census

### Total in 1 Geos in 2010

2010 : DEC Redistricting Data (PL 94-171)



**Bowen, Allen - RD, Montgomery, AL**

**From:** Gernentz, Megan - RD, Marshall, MN  
**Sent:** Tuesday, April 14, 2020 2:23 PM  
**To:** Eason, Sarah - RD, Montgomery, AL; Bowen, Allen - RD, Montgomery, AL  
**Subject:** Uniontown-Obligations transfer

Good Afternoon,

As I suggested on the call I wanted to follow up our call from this morning with this email, furthermore it is my understanding that OGC has reviewed the new Waterworks and Sewer Board of the City of Uniontown (Board) for eligibility and you are working with the attorneys on several pending items. The following discussion items are for the grants that were obligated in 2018 which are unclosed:

1. The new board should accept the LOC for this funding, so you can do an amendment to the original to issue it to the new board. So a letter of intent, LOC, and 1940-1 for the new board.
2. The City should confirm that it is acceptable for the new board to accept and transfer the funding to the new board.
3. I know everyone is eager to spend the money but the due diligence of ensuring all the LOC items are now in place for the new borrower is very important. Once the funds have been transferred the new board still has to comply with all the LOC items. Since it is still unknown if all the assets have been properly titled and the new board has the legal authority to own, operate and maintain the facility, I would recommend following all your normal practices for this and going through ROW certificate, opinions of counsel and title work as outlined in the LOC.
4. When items 1 and 2 of this list are completed along with whatever else your office has pending the 4D change can be made in ADPS by Sarah (hopefully) using the RD 450-10 form which will update overnight, then Des Willms can update CPAP for you. Since most of the grants are in CLSS this system will also need updated, however we don't have written guidance on this to make these technical changes, so if it is ok, Sarah and I can do it together and I will make notes for future reference.

The following discussion items are for the loan and grant that were obligated in 2012 and closed in 2013:

1. Allen is correct this falls under Regulation 1782.13, which explains the process pretty well. Looks like the RD 1951-15 form is for promissory notes, so since this is a bond you will need to work with the bond counsel and OGC on the transfer per 1782.b.
2. 1782.a.13 says you do need to do an LOC to the new board.
3. Once the loan and grant legalities are completed then the transfer can occur in ADPS via a 4A or 4D transaction as well.

Hope this helps a little bit, I know its not all inclusive, but I since I don't know all the specifics of where the deal is at with everything this is the best I can do 😊 Please feel free to reach out to me anytime along the way, I am more than willing to help with this!

Megan Gernentz  
Community Programs Specialist – Program Operations Branch  
Water Environmental Program, Rural Development  
United States Department of Agriculture  
Phone: 507.476.2799  
[www.rd.usda.gov](http://www.rd.usda.gov)



## WEP Transfer - Assumption Processing Checklist

**TRANSFeree (APPLICANT):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**POINT OF CONTACT:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**CPAP ID#** \_\_\_\_\_ **TAX ID#** \_\_\_\_\_ **DUNS #** \_\_\_\_\_

**TRANSFEROR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**POINT OF CONTACT:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**CPAP ID#** \_\_\_\_\_ **TAX ID#** \_\_\_\_\_ **DUNS #** \_\_\_\_\_

**LOAN(S) TRANSFERED:** \_\_\_\_\_

**GRANT(S) TRANSFERED:** \_\_\_\_\_

**DISCLAIMER: THIS CHECKLIST IS A TOOL ONLY AND DOES NOT REPLACE REGULATION, POLICY OR INSTRUCTIONS.**

### A. APPLICATION DOCUMENTS

Received/ Completed	Item	Reference	Form # or Type of Document	AO, SO, ENG or App	Position/ Tab
	<b>Application for Federal Assistance</b>	1780.33(a)	SF 424 RD Apply	App	
	<b>Assurances</b> (non-construction or construction)	1780.33(a)	424B or D RD Apply	App	
	<b>Evidence of Legal Authority</b> <input type="checkbox"/> Articles of Incorporation/Bylaws (with all amendments) (NP) <input type="checkbox"/> Certificate of Good Standing (NP) <input type="checkbox"/> Letter from Attorney outlining legal authority and organization; ability to incur debt (if applicable) <input type="checkbox"/> List of Executive Board Members	1780.7(e)	Letter RD Apply	App	
	<b>SAM.gov registration</b> – Active CAGE code required. <input type="checkbox"/> DNP checked and documented by RD.	1780.7(g)	Website	App AO	
	<b>Balance Sheets and Income Statements (or Audits) - 3 years</b>	1780.33(e)	Audits Financials RD Apply	App	
	<b>Certifications:</b> <input type="checkbox"/> RD 400-1 "Equal Opportunity Agreement" (Construction Only) <input type="checkbox"/> RD 400-4 "Assurance Agreement" <input type="checkbox"/> AD 1047 "Certification Re. Debarment Transactions" <input type="checkbox"/> AD 1048 "Certification regarding Debarment...lower tier covered transactions. Completed by Attorney/Bond Counsel, if applicable. <input type="checkbox"/> AD 1049 "Certification Re. Drug-Free Workplace" (Grants) <input type="checkbox"/> RD 1910-11 "Applicant Certification Fed. Collection Policies Consumer/Commercial Debts" (Loans)	1780.33(h) 1780-2	RD Apply RD 400-1 RD 400-4 AD1047 AD1048 AD 1049 1910-11 1940-Q. Ex A-1 AD3030 Memo	App	

## WEP Transfer - Assumption Processing Checklist

	___ 1940-Q.Ex A-1 "Certification for Contracts, Grants and Loans" (Grants exceeding \$100,000/Loans exceeding \$150,000) ___ AD-3030 Representation and Assurance Regarding Felony Conviction or Tax Delinquent Status (Nonprofits Only) ___ Conflict of Interest Disclosure with SO Concurrence				
	<b>Assumption Agreement</b> (for transfer of debt) or <b>Acknowledgement Letter</b> (transfer of obligation) from each entity indicating intent to transfer/assume ___ Transferrable assets, liabilities, agrmts should be addressed ___ Transferrable SLA and debt reserves should be addressed ___ Grant Agreement language should be included	SI 1782-1 1782.13 (f) (2)	RD 1951-15, RD 465-5 or similar Letter	App	
	<b>Professional Services Agreements</b> ___ Bond Counsel and/or Legal Professional Services Agrmt ___ Engineering Agreement (if applicable) ___ Other Professional Service Agreements (if applicable) ___ DNP Check	1780.39 (b)	1780-7 website	App AO	
	<b>Contracts for Other Services</b> ___ Mgmt, operation or maintenance contracts (if applicable) ___ DNP Check	1780.39 (b)		App AO	
	<b>PER or amended PER (if applicable)</b>	RUS Bulletin 1780-2	PER RD Apply	App	
	<b>Environmental</b>	1970	1970-1 RD Apply	AO	
	<b>Notice of Intent &amp; Public Information Meeting (w/in 60 days of app)</b> ___ Proof of Publication at least 10 days prior to meeting ___ Minutes of Public Meeting	1780.19	Affidavit Minutes RD Apply	App	
	<b>Ineligible Transferees Only</b> ___ Transfer Fee (Ineligible Transferees only) ___ Additional steps required and outlined in SI 1782-1 (1782.13 (e) (4) (ii)) ___ Prior Approval by Assistant Administrator is required if transfer is to a for-profit entity or transferee refused to accept the terms of the grant agreement	SI 1782-1 1782.13 (e)	Fee Letter	App AO SO NO	

## B. APPLICATION PROCESSING

Received/ Completed	Item	Reference	Form # or Type of Document	AO, SO, ENG or App	Position/ Tab
	<b>Application Processing Conference</b>	1780.39 (a)	RR	AO	
	<b>Create Application in CPAP; create processing file.</b> <b>Create a CPAP Project for the Transferee:</b> ___ Name New Project "Assumption of XXX Loans" ___ Ensure TOA code matches existing TOA code listed in PLAS/ADPS ___ Update the current status date, amt. and loan/grant status code to 408 or 409 ___ Complete the Transfer Information in Loan Grant, Obligation ___ Enter transfer info in CPAP Servicing, Loan, Transfer Assumption <b>Update the Transferor's CPAP Loan/Grant Status:</b> ___ Update the current status date, amt. and loan/grant status code to 558 or 562 ___ Complete the Transfer Information in Loan Grant, Obligation	WEP Toolbox	NA	AO	



**Water and Environmental Programs – RUS Instruction 1782-1**  
**WEP Transfer - Assumption Processing Checklist**

	___ Enter transfer info in CPAP Servicing, Loan, Transfer Assumption				
	Missing Items letter (within 15 days; Code 220)	1780.32(a)	Letter RD Apply	AO	
	Articles & Bylaws Review ___ Review Checklist & Faith-Based Info (if applicable) ___ Secretary of State website printouts ___ OGC/SO review and concurrence	1780.7(e)	Website Printouts Letter	AO SO	
	PER Review (only if there is construction)		PER	ENG	
	Intergovernmental Review (if applicable)		Doc		
	Environmental Review & Concurrence ___ SEC and PD approved documentation	1970	1970-1	AO SEC	
	Civil Rights Impact Analysis Certification	1940-E	RD 2006-38	AO	
	Eligibility Determination/Review ___ Eligible applicant per 1780.7(a) ___ Eligible facility per 1780.7(b) ___ Eligible project per 1780.7(c) ___ Other credit per 1780.7(d) ___ Legal authority/responsibility per 1780.7(e) ___ Economic feasibility per 1780.7(f) ___ Outstanding judgments per 1780.7(g) ___ Eligible loan/grant purpose per 1780.9 ___ Limitations 1780.10 ___ Service area requirements per 1780.11 ___ Rates and Terms 1780.13 ___ Security 1780.14 ___ Other requirements 1780.15 (Ensure to document authority to own, construct, operate, and maintain the proposed facilities)	1780	NA	AO	
	Determination of Present Market Value (i.e. appraisal), if applicable.		Appraisal	AO	
	Upload all documentation to CPAP Notes and Attachments				
	SI 1782-1 Exhibit F (must be completed for NO Concurrence)		1782-1 Exh F	AO	
	Complete CPAP Underwriting	NA	CPAP	AO	
	Update CPAP complete application date (code 201)	NA	NA	AO	
	Proposed Letter of Conditions	1942.5(a)(1)	LOC Template	AO	
	Final Project Summary	1780.41	CPAP	AO/SO	
	Final CPAP Underwriting	NA	CPAP Doc	AO	
	State Director concurrence, if within State Approval Authority		Doc	SO	
	NO concurrence, if above State Approval Authority		Doc	NO	
	Executed Letter of Conditions ___ Update CPAP code (Code 215) ___ Enter LOC date/amounts on Loan/Grants status page in CPAP ___ Transferee will need to execute Letter of Intent to Meet Conditions	1780.41	Letter RD 1942-46	AO App	

## NOTICE OF AWARD

Date of: January 19, 2022  
Owner: The Waterworks & Sewer Board of the City of Uniontown  
Engineer: Sentell Engineering, Inc.  
Project: Sanitary Sewer Rehabilitation Project  
Contract Name: Collection System Rehabilitation  
Bidder:  
Bidder's

Owner's Project No.: 14-043  
Engineer's Project 14-043

You are notified that Owner has accepted your Bid dated **January 3, 2022** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**Complete rehabilitation of the existing sanitary sewer collection system to include new and rehabilitated manholes, gravity lines, force main lines, pumping station, laterals to main lines, and clean outs.**

The Contract Price of the awarded Contract is **\$16,179,440.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Four unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **Five** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **The waterworks & Sewer Board of the City of Uniontown**

By (signature): Clarence Black

Name (printed): Clarence Black

Title: Chairman

Copy: Engineer

EJCDC® C-510, Notice of Award.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

**CHESTNUT LAW**  
ATTORNEY AND COUNSELOR AT LAW  
POST OFFICE BOX 628, SELMA, ALABAMA 36702

MAILING ADDRESS  
Post Office Box 628  
Selma, Alabama 36702

Prince D. Chestnut

Phone: (334) 875-7779  
Fax: (334) 875-7767  
Email: chestnutlaw@att.net

May 21, 2021

**VIA E-MAIL**

Clarence Black, Chairman  
Board of Directors  
c/o Rob White, ARWA Exec Director

**RE: EXEMPTION FROM PROPERTY AND INCOME TAXES**

Dear Board:

When I went to file the deed of easement from the county to the water and sewer board, I met some resistance after I represented to the clerk that the board is not subject to any taxation on property. I was informed that there had been payments made on certain filings with the probate court relating to the water and sewer board; however, I advised that I had not filed those documents and perhaps the persons who made those filings were unaware of this law.

For future reference, state law provides: "The property and income of such corporation [The Waterworks and Sewer Board of the City of Uniontown] shall be exempt from all taxation in the State of Alabama." Section 11-50-235, Ala. Code 1975, *as amended*. Therefore, if there are any questions from this point relating to this subject, direct those questions to me and I will advise you.

Sincerely,  
/s/Prince D. Chestnut, Esq.  
Counsel for The Waterworks &  
Sewer Board of the City of Uniontown

014589

Close

Save

Submit

Form RD 465-5  
(Rev. 3-03)

Position 5

FORM APPROVED  
OMB. NO. 0560-0158

TYPE OF LOAN  <hr/> (Agency)	UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT FARM SERVICE AGENCY  <b>TRANSFER OF REAL ESTATE SECURITY</b>	STATE  <hr/> COUNTY  <hr/> CASE NO.
NAME OF TRANSFEROR 10-8-2021		NAME OF CO-TRANSFERORS
NAME OF TRANSFEREE		NAME OF CO-TRANSFEREES
1. Outline reasons for transfer:		
2. Amount of funds in supervised bank account ..... \$		
(a) Planned disposition of these funds:		
3. Development to be completed, estimated cost, and source of funds:		
4. Junior Liens \$	Is consent of junior lienholder required ..... <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Prior Liens \$	Is consent of prior lienholder required ..... <input type="checkbox"/> Yes <input type="checkbox"/> No	
6. Unpaid taxes and assessments due and payable ..... \$		
7. Date expected to complete transfer		
8. (a) Are transferees occupying the property? <input type="checkbox"/> Yes <input type="checkbox"/> No		If not, expected date of occupancy
(b) If the property occupied or leased by other than transferees, give terms and conditions of occupancy and lease.		
9. Other direct debts owed to the Agency by transferors and not secured by real estate being transferred:		
(a) Type of Loan	(b) Amount	(c) Value of Security
	\$	\$
321 Depot Street Camden, AL 36726		
10. Explain any changes in marital status of transferors since they received the loan		
11. Remarks:		
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <hr/>           Date         </div> <div style="width: 45%;"> <hr/>           Signature of Approval Official   <hr/>           Title of Approval Official         </div> </div>		

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0158. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

014590

Close

Save

Submit

### AGREEMENTS BETWEEN TRANSFERORS AND TRANSFEREES

1. Outline agreement concerning:

- (a) Payment or assumption of prior liens
- (b) Payment or assumption of junior liens
- (c) Payment of taxes (*including the current year's taxes*)
- (d) Assignment of property insurance and paid unearned premiums
- (e) Distribution of any income from rentals, easements, mineral leases, etc.
- (f) Disposition of existing abstracts of title, owner's title insurance policy or other title evidence
- (g) Expenses to be paid by transferors
- (h) Expenses to be paid by transferees

2. We further agree that:

- (a) Any payments received by USDA Agency for application on USDA Agency direct debts secured by the real estate being transferred which are not reflected on the latest transaction record used for determining the amount of the account shall not be applied until after the transfer is completed or disapproved. When the transfer is completed any funds held in suspense by the Finance Office will be applied to the transferee's assumed USDA Agency indebtedness.
- (b) The total consideration for conveyance of the security is ..... \$ 10-08-21
- (c) The transferees will:
  - (1) Assume an indebtedness to the Government ..... of ..... \$ \_\_\_\_\_
  - (2) Assume indebtedness to ..... of ..... \$ \_\_\_\_\_
  - (3) Assume indebtedness to ..... of ..... \$ \_\_\_\_\_
  - (4) Pay the transferors (*as equity*) ..... \$ 1-31-2022

### CERTIFICATION

*We hereby certify that the information given above concerning agreements between us is correct and is fully understood by each of us.*

\_\_\_\_\_  
*Transferor*

\_\_\_\_\_  
*Co-Transferor*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Transferee*

\_\_\_\_\_  
*Co-Transferee*

\_\_\_\_\_  
*Date*

014591

## LETTER OF INTENT TO MEET CONDITIONS

Date 02-13-2020

TO: United States Department of Agriculture

USDA, Rural Development

(Name of USDA Agency)

121 Depot Street  
Camden, Al 36726

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 02-13-2020. It is our intent to meet all of them not later than 07-01-2020.

City of Uniontown

(Name of Association)

BY

Jamaal Hunter, Mayor

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.





Rural Development

January 22, 2020

Alabama State Office

4121 Carmichael Road  
Suite 601, Sterling Centre  
Montgomery, AL 36106

The City of Uniontown  
Jamaal Hunter, Mayor  
100 Front Street  
Uniontown, AL 36786

Voice 334-279-3400  
Fax 855-304-8456

[www.rd.usda.gov/al](http://www.rd.usda.gov/al)

Amendment to the Letter of Conditions dated September 24, 2018.  
City of Uniontown, Alabama  
Sewage Collection and Treatment Rehab 2018

Dear Mayor Hunter;

USDA Rural Development hereby amends its Letter of Conditions as described below. This amendment corresponds to the number sections of the letter and must be understood and agreed to by the City. All other conditions of the referenced letter remain unchanged and in effect.

**14. System Policies, Procedures, Contracts and Agreements**

j. The City agrees to transfer all assets and liabilities of the water and sewer facilities to the Utilities Board including, but not limited to, real estate, all infrastructure such as water lines, pumps, tanks, sewer lines and pumps. All bank accounts that pertain to the water and sewer operation, customer deposits and all reserve accounts must be transferred to the Utilities Board.

k. The City agrees to execute any and all documents necessary to extend the contract with EOS, the third-party management company providing day to operation of the sewer and water system as required in the Letter of Conditions dated July 26, 2012, and to assign that contract to the Utilities Board.

All other terms and conditions of the USDA, Rural Development's July 26, 2012 and September 24, 2020. "Loan and Grant Approval Conditions" remain unchanged.

If the conditions in the September 24, 2018 letter and the conditions of this amendment are acceptable to you, please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions". If the Letter of Intent is not received within 15 days of the date of this letter, USDA, Rural Development reserves the right to de-obligate the grant of \$22,437,500.00.

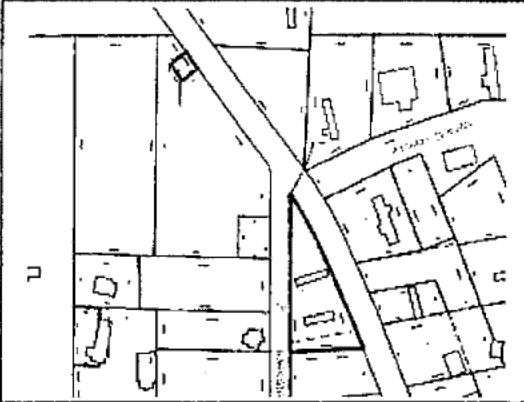
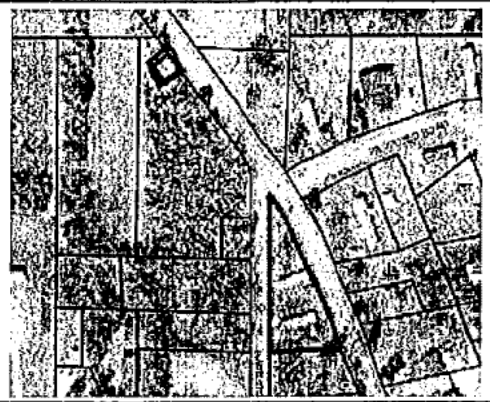
If you have any questions concerning this letter, please contact Allen Bowen, Community and Business Program Director, at (334) 279-3617 or Nivory Gordon, Area Director at (334) 682-4116.

Sincerely,

A handwritten signature in blue ink that reads "Allen Bowen". The signature is fluid and cursive, with the first name "Allen" and last name "Bowen" clearly distinguishable.

Allen Bowen  
Community and Business Program Director

014594

Property Record Card						Page 51a Print Close	
							
<b>Parcel Info</b>							
Parcel Number			Account #	Exempt	AMENTITES X ROAD X TOPO X ELEC X WATER X GAS X		
2203073002001006			2712	Y			
Subdivision		009999-N/A					
Neighborhood		--					
District	City	S-T-R	Acreage	Lot Size	Deed B/P		
02	02	07-17N-06E	0	240 X 225	B-000000 P-000000 D-01/01/1900		
<b>Legal</b>		SE 1/4 OF SW 1/4 240' X 225' IRR.					

Owner			
Name		LEWIS MARY EST. C/O CARLTON LEWIS	
Mailing Addr		P.O. BOX 541 140 BROADWAY AVE UNIONTOWN, AL 36786	Physical Addr 0

Values	
Land Total:	\$4,500.00
Building Total:	\$2,670.00
Appraised Value:	\$7,170.00
Yrly Tax:	\$28.74 for 2019

Mobile Homes				
No	Class	Dim	Yr Built	Value
1	E	40 X 12	1975	\$1,240.00
2	E	56 X 10	1972	\$1,430.00

Land																			
AC#	CLEX	PEN	TYP	PAC	TOT-AC	SCHED	PRICE	ADJ	ADJ	ADJ	ADJ	PREV_APPR	APPR	CURR-USE	BOE	ASSESSED	PEN	VAL-ADON	
1	3	Y	N	R	0	0	UHS4	4500	0	0	0	0	4500	4500	0	0	460	0	4500

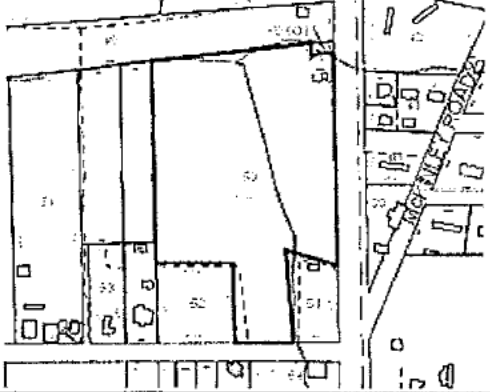
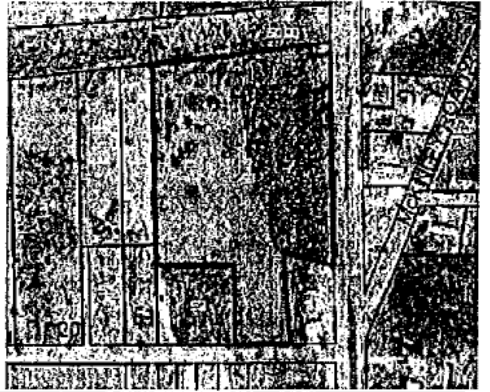


Property Record Card					<i>Pump Sta</i> Print Close	
<b>Parcel Info</b>						
Parcel Number		Account #		Exempt		AMENTITES X ROAD X TOPO X ELEC X WATER X GAS X
2203073002042000		5881		N		
Subdivision		009999-N/A				
Neighborhood		--				
District	City	S-T-R	Acreage	Lot Size	Deed B/P	
02	02	07-17N-06E	0	0 X 0	B-000475 P-000140 D-01/01/1900	
<b>Legal</b>		BEG. AT SW COR OF SE 1/4, TH E 273.5, TH NWLY WITH SW ROW OF SOUTHERN R.R.				

Owner			
Name		PERRY COUNTY ALABAMA	
Mailing Addr		P O BOX 478 MARION, AL 36756	Physical Addr 0

Values	
Land Total:	\$2,030.00
Building Total:	\$0.00
Appraised Value:	\$2,030.00
Yrly Tax:	\$0 for 2019



Land																	
AC#	C	L	E	X	P	E	N	T	Y	P	A	C	TOT-AC	SCHED	PRICE	ADJ	ADJ
1	3	Y	N	R	0.445	0	UHS4	4500	0	0	0	0	2030	2030	0	0	200

Property Record Card						Perry Sta Print Close	
							
<b>Parcel Info</b>							
Parcel Number			Account #	Exempt	AMENTITES X ROAD X TOPO X ELEC X WATER X GAS X		
2204190000050000			7199	N			
Subdivision		009999-N/A					
Neighborhood		---					
District	City	S-T-R	Acreage	Lot Size	Deed B/P		
02	02	19-17N-06E	6.7	0 X 0	B-000579 P-000767 D-08/30/2002		
<b>Legal</b>		6.7 ACRES LYING IN NE 1/4 OF NW 1/4 /DB 492 PG 187 DB 579 PG 767					

Owner			
Name		HARRIS MARTIN JR JOSEPHINE & BENNETT B	
Mailing Addr		Physical Addr	0
P O BOX 697			
UNIONTOWN, AL 36786			

Values	
Land Total:	\$20,100.00
Building Total:	\$0.00
Appraised Value:	\$20,100.00
Yrly Tax:	\$111.1 for 2019

Land																			
AC#	CLEX	PENT	TYP	PAC	TOT-AC	SCHED	PRICE	ADJ	ADJ	ADJ	ADJ	PREV_APPR	APPR	CURR-USE	BOE	ASSESSED	PEN	VAL-ADON	
1	3	N	N	R	6.7	7	ULG2	3000	0	0	0	0	20100	20100	0	0	2020	0	0

Property Record Card						Perry Sta Print Close	
							
<b>Parcel Info</b>							
Parcel Number			Account #	Exempt	AMENTITIES X ROAD X TOPO X ELEC X WATER X GAS X		
2204190000027000			7572	Y			
Subdivision		009999-N/A					
Neighborhood		--					
District	City	S-T-R	Acreage	Lot Size	Deed B/P		
02	02	19-17N-06E	6.05	0 X 0	B-000583 P-000462 D-06/18/2003		
<b>Legal</b>		6.05AC(D) LYING IN SW1/4 OF NE1/4 SEC 19 T17N R6E DB 363 PG 4188-419 DB 581 PG 580 DB 583 PG 460 DB 583 PG 462					


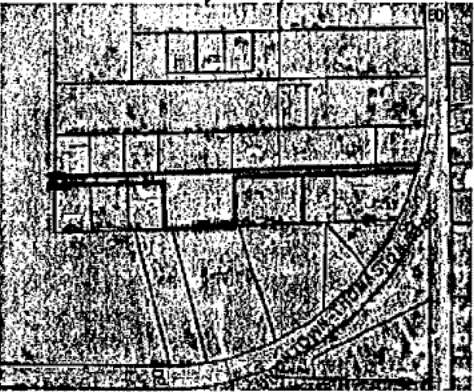
Owner			
Name	PARNELL IDA R; HUDSON CORA; PARNELL MARSHALL & KIDD ROSA		
Mailing Addr	42 PARNELL DRIVE UNIONTOWN, AL 36786	Physical Addr	0

Values	
Land Total:	\$18,600.00
Building Total:	\$135,930.00
Appraised Value:	\$154,530.00
Yrly Tax:	\$0 for 2019

Building							
	Bldg No	Use Type	Yr Built	Base Area	Upper Area	Story	Appr Value
<u>Detail</u>	1	0111	2003	2010	0	1	\$135,930.00

Land																			
AC#	CLEX	PEN	TYP	AC	TOT-AC	SCHED	PRICE	ADJ	ADJ	ADJ	ADJ	PREV_APPR	APPR	CURR-USE	BOE	ASSESSED	PEN	VAL-ADON	
1	3	Y	N	R	5.05	6	ULA2	2000	0	0	0	0	10100	10100	0	0	1020	0	0
2	3	Y	N	R	1	6	UHS2	8500	0	0	0	0	8500	8500	0	0	860	0	0



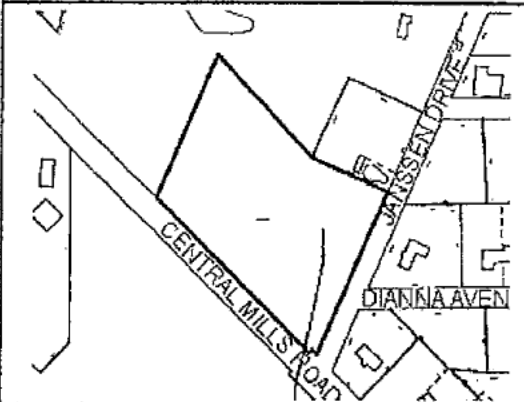
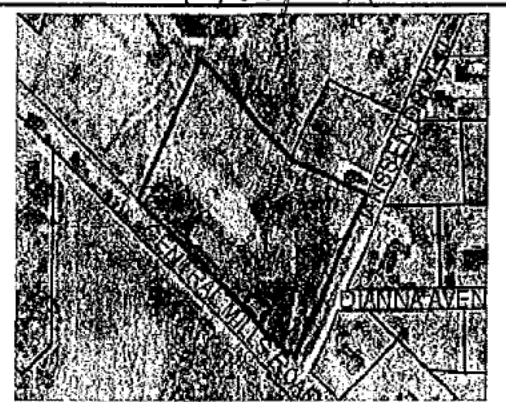
Property Record Card						Print Close	
							
<b>Parcel Info</b>							
<b>Parcel Number</b>		<b>Account #</b>		<b>Exempt</b>		<b>AMENITIES</b> X <b>ROAD</b> X <b>TOPO</b> X <b>ELEC</b> X <b>WATER</b> X <b>GAS</b> X	
2204190000103001		2652		N			
<b>Subdivision</b>		009999-N/A					
<b>Neighborhood</b>		-					
<b>District</b>	<b>City</b>	<b>S-T-R</b>	<b>Acreage</b>	<b>Lot Size</b>	<b>Deed B/P</b>		
02	02	19-17N-06E	0.8	27 X 1290	B-000569 P-000177 D-01/01/1900		
<b>Legal</b>		.8AC 26.93' X 1289.25' IRR ACCESS ROAD LYING IN SE1/4 OF SW1/4 SEC 19-T17N-R6E DB 561 PG 192 DB 569 PG 177					

<b>Owner</b>			
<b>Name</b>	JONES MARY B. AS TRUSTEE -BTS-2015 C/O CALVIN MORGAN		
<b>Mailing Addr</b>	131 HERMITAGE LN CALERA, AL 35040	<b>Physical Addr</b>	0

<b>Values</b>	
Land Total:	\$1,600.00
Building Total:	\$1,980.00
Appraised Value:	\$3,580.00
Yrly Tax:	\$19.8 for 2019

<b>Misc Improvements</b>				
Code	Desc	Dim	Yr Built	Value
2601	UTILITY UTILITY WOOD HOMEMADE	14 X 22	0	\$1,980.00

<b>Land</b>																			
AC#	CLEX	PENT	TYP	PAC	TOT-AC	SCHED	PRICE	ADJ	ADJ	ADJ	ADJ	PREV_APPR	APPR	CURR-USE	BOE	ASSESSED	PEN	VAL-ADON	
1	3	N	N	R	0.8	1	ULG5	2000	0	0	0	0	1600	1600	0	0	160	0	0

Property Record Card					Pump Sta <span>Print Close</span>	
						
<b>Parcel Info</b>						
Parcel Number		Account #	Exempt	AMENTITES 1 ROAD 1 TOPO 1 ELEC WATER 1 GAS 1		
2204173005001002		8229	Y			
Subdivision		009999-N/A				
Neighborhood		--				
District	City	S-T-R	Acreage	Lot Size	Deed B/P	
02	02	17-17N-06E	5	0 X 0	B-000593 P-000727 D-08/03/2005	
Legal		5AC(C) LYING IN N1/2 OF SW1/4 SEC 17-T17N-R6E DB 593 PG 727				

Owner			
Name		CANE BRAKE LLC C/O C K IRBY SR	
Mailing Addr	2460 MALLROAD FLORENCE, AL 35630	Physical Addr	408 CAHABA ROAD

Values	
Land Total:	\$50,000.00
Building Total:	\$2,953,500.00
Appraised Value:	\$3,003,500.00
Yrly Tax:	\$33038.5 for 2019

Building							
	Bldg No	Use Type	Yr Built	Base Area	Upper Area	Story	Appr Value
<a href="#">Detail</a>	1	0610	2006	1584	0	1	\$149,780.00
<a href="#">Detail</a>	2	0113	2006	4387	4387	2	\$597,910.00
<a href="#">Detail</a>	3	0113	2006	4387	4387	2	\$597,910.00
<a href="#">Detail</a>	4	0113	2006	4693	4693	2	\$634,690.00
<a href="#">Detail</a>	5	0113	2006	5152	5152	2	\$690,340.00
<a href="#">Detail</a>	6	0113	2006	3485	0	1	\$213,650.00

Misc Improvements				
Code	Desc	Dim	Yr Built	Value
3401	PAVING PAVEMENT ASPHALT 1 1/2" COM	0 X 0	2006	\$69,220.00

Land
------

Property Record Card						<i>Pump sta</i> Print Close	
<b>Parcel Info</b>							
Parcel Number			Account #	Exempt	AMENTITIES X ROAD X TOPO X ELEC X WATER X GAS X		
2204174001003001			5555	N			
Subdivision		009999-N/A					
Neighborhood		--					
District	City	S-T-R	Acreage	Lot Size	Deed B/P		
02	02	17-17N-06E	0	0 X 0	B-000000 P-000000 D-01/01/1900		
<b>Legal</b>		33.5' X 30' IRR LYING IN NW1/4 OF SE1/4/ DB 474 PG 112					

Owner			
Name		UNIONTOWN COMMUNITY DEVELOPMENT PROGRAM	
Mailing Addr		CITY HALL UNIONTOWN, AL 36786	Physical Addr 0

Values	
Land Total:	\$1,000.00
Building Total:	\$0.00
Appraised Value:	\$1,000.00
Yrly Tax:	\$0 for 2019

Land																										
AC#	C	L	E	X	P	E	N	T	Y	P	A	C	TOT-AC	SCHED	PRICE	ADJ	ADJ	ADJ	ADJ	PREV_APPR	APPR	CURR-USE	BOE	ASSESSED	PEN	VAL-ADON
1	3	Y	N	R	0	0	0	0	0	0	0	0	0	S01	0	0	0	0	0	1000	1000	0	0	100	0	1000



Property Record Card					well <a href="#">Print</a> <a href="#">Close</a>	
<b>Parcel Info</b>						
<b>Parcel Number</b>			<b>Account #</b>	<b>Exempt</b>	<b>AMENTITES</b> X <b>ROAD</b> X <b>TOPO</b> X <b>ELEC</b> X <b>WATER</b> X <b>GAS</b> X	
2204181102017000			4692	N		
<b>Subdivision</b>		009999-N/A				
<b>Neighborhood</b>		--				
<b>District</b>	<b>City</b>	<b>S-T-R</b>	<b>Acreage</b>	<b>Lot Size</b>	<b>Deed B/P</b>	
02	02	18-17N-06E	0	0 X 0	B-000000 P-000000 D-01/01/1900	
<b>Legal</b>		225' X 140' BEG. NW COR OF LOT 137 1/2, PLAT OF UNIONTOWN				

Owner			
<b>Name</b>		UNIONTOWN CITY OF	
<b>Mailing Addr</b>		<b>Physical Addr</b>	0
CITY HALL		UNIONTOWN, AL 36786	

Values	
Land Total:	\$1,000.00
Building Total:	\$0.00
Appraised Value:	\$1,000.00
Yrly Tax:	\$0 for 2019


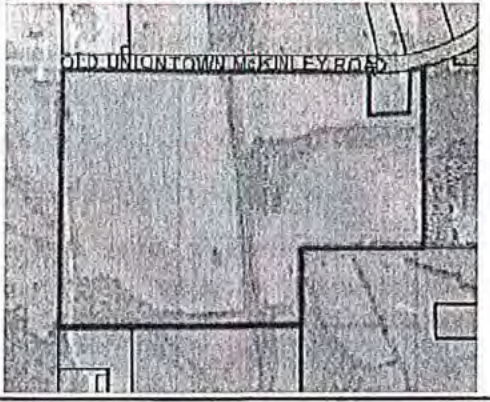
Land																						
AC#	C	E	P	N	T	P	A	C	TOT-AC	SCHED	PRICE	ADJ	ADJ	ADJ	ADJ	PREV_APPR	APPR	CURR-USE	BOE	ASSESSED	PEN	VAL-ADON
1	3	Y	N	R	0	0	0	0	0	S01	0	0	0	0	0	1000	1000	0	0	100	0	1000

### Parcel Info

Parcel Number			Account #	Exempt	AMENTITES X ROAD X TOPO X ELEC X WATER X GAS X
2204172003009003			5882	N	
Subdivision	009999-N/A				
Neighborhood	--				
District	City	S-T-R	Acreage	Lot Size	
02	02	17-17N-06E	0	0 X 0	Deed B/P B-000000 P-000000 D-01/01/1900
Legal	150' X 75' IRR IN SW1/4 OF NW1/4 / DB 430 PG 262EXEMPT				

Values	
Land Total:	\$1,000.00
Building Total:	\$0.00
Appraised Value:	\$1,000.00
Yrly Tax:	\$0 for 2019

Land																			
AC#	CLEX	PENT	TYP	AC	TOT-AC	SCHED	PRICE	ADJ	ADJ	ADJ	ADJ	PREV_APPR	APPR	CURR-USE	BOE	ASSESSED	PEN	VAL-ADON	
1	3	Y	N	R	0	0	S01	0	0	0	0	0	1000	1000	0	0	100	0	1000

Property Record Card						New Spray Field <a href="#">Print</a> <a href="#">Close</a>	
							
<b>Parcel Info</b>							
Parcel Number			Account #	Exempt	AMENTITES X ROAD X TOPO X ELEC X WATER X GAS X		
2209300000004000			5720	N			
Subdivision		009999-N/A					
Neighborhood		--					
District	City	S-T-R	Acreage	Lot Size	Deed B/P		
02	02	30-17N-06E	49	0 X 0	B-000616 P-000631 D-01/29/2013		
<b>Legal</b>		49 ACRES LYING IN N1/2 OF NW1/4/ DB 549 PG 35DB 581 PG 143 DB 616 PG 631					

Owner			
Name		CITY OF UNIONTOWN ALABAMA	
Mailing Addr		100 FRONT STREET CITY HALL UNIONTOWN, AL 36786	Physical Addr 0

Values	
Land Total:	\$88,200.00
Building Total:	\$0.00
Appraised Value:	\$88,200.00
Yrly Tax:	\$0 for 2019

Land																				
AC#	C	E	P	N	T	P	TOT-AC	SCHED	PRICE	ADJ	ADJ	ADJ	ADJ	PREV_APPR	APPR	CURR-USE	BOE	ASSESSED	PEN	VAL-ADON
1	3	Y	N	R	36		49	A2	1800	0	0	0	0	43200	64800	0	0	6480	0	0
2	3	Y	N	R	13		49	B2	1800	0	0	0	0	15600	23400	5760	0	580	0	0

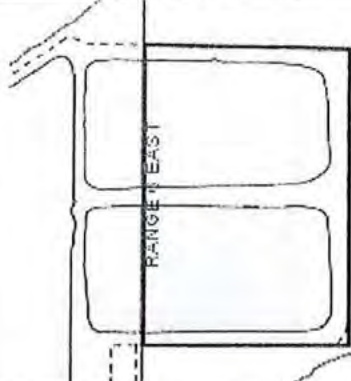
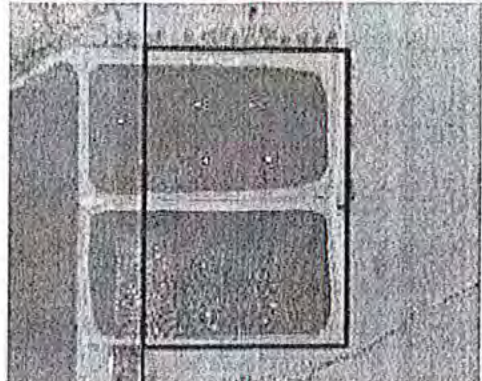


Property Record Card						old spray field <a href="#">Print</a> <a href="#">Close</a>	
<b>Parcel Info</b>							
<b>Parcel Number</b>				<b>Account #</b>	<b>Exempt</b>	AMENTITES X ROAD X TOPO X ELEC X WATER X GAS X	
2303060000006000				5720	N		
<b>Subdivision</b>		009999-N/A					
<b>Neighborhood</b>		--					
<b>District</b>	<b>City</b>	<b>S-T-R</b>	<b>Acreage</b>	<b>Lot Size</b>	<b>Deed B/P</b>		
01	01	06-16N-06E	72	0 X 0	B-000531 P-000861 D-01/01/1900		
<b>Legal</b>		72 AC. E1/2 OF SE1/4, LESS A TRACT BEG. AT NE COR. OF NE1/4 OF SE1/4 TH W. 263, TH S. 420. DB531/PG.861					

<b>Owner</b>			
<b>Name</b>		CITY OF UNIONTOWN ALABAMA	
<b>Mailing Addr</b>		100 FRONT STREET CITY HALL UNIONTOWN, AL 36786	<b>Physical Addr</b> 0

Values	
Land Total:	\$117,600.00
Building Total:	\$0.00
Appraised Value:	\$117,600.00
Yrly Tax:	\$0 for 2019

Land																										
AC#	C	L	E	X	P	E	N	T	Y	P	A	C	TOT-AC	SCHED	PRICE	ADJ	ADJ	ADJ	ADJ	PREV_APPR	APPR	CURR-USE	BOE	ASSESSED	PEN	VAL-ADON
1	3	Y	N	R	11.1	72	A2	1800	0	0	0	0	13320	19980	0	0	2000	0	0							
2	3	Y	N	R	40.9	72	B2	1800	0	0	0	0	49080	73620	0	0	7360	0	0							
3	3	Y	N	R	20	72	C1	1200	0	0	0	0	24000	24000	0	0	2400	0	0							

Property Record Card					<i>Lagoon</i> <a href="#">Print</a> <a href="#">Close</a>
					
<b>Parcel Info</b>					
<b>Parcel Number</b>		<b>Account #</b>	<b>Exempt</b>	<b>AMENTITES</b> X <b>ROAD</b> X <b>TOPO</b> X <b>ELEC</b> X <b>WATER</b> X <b>GAS</b> X	
2204183001036000		5695	N		
<b>Subdivision</b>	009999-N/A				
<b>Neighborhood</b>	--				
<b>District</b>	<b>City</b>	<b>S-T-R</b>	<b>Acreage</b>	<b>Lot Size</b>	<b>Deed B/P</b>
02	02	18-17N-06E	0	0 X 0	B-000000 P-000000 D-01/01/1900
<b>Legal</b>	COM NW COR NW1/4 SW1/4; TH S 783'S TO POB; CONT. ST 578'S; E415'S N 573'S; W 420'S TO POB IN SEC 18, T17N, R6E.				

Owner			
<b>Name</b>	UNIONTOWN CITY OF		
<b>Mailing Addr</b>	CITY HALL UNIONTOWN, AL 36786	<b>Physical Addr</b>	0

Values	
Land Total:	\$1,000.00
Building Total:	\$0.00
Appraised Value:	\$1,000.00
Yrly Tax:	\$0 for 2019

Land																			
AC#	CL	EX	PEN	TYP	AC	TOT-AC	SCHED	PRICE	ADJ	ADJ	ADJ	ADJ	PREV_APPR	APPR	CURR-USE	BOE	ASSESSED	PEN	VAL-ADON
1	3	Y	N	R	0	0	S01	0	0	0	0	0	1000	1000	0	0	100	0	1000

2019 Property Record Card					Lagoon <a href="#">Print</a> <a href="#">Close</a>	
<b>Parcel Info</b>						
<b>Parcel Number</b>		<b>Account #</b>	<b>PPin</b>	<b>Exempt</b>	<b>AMENITIES</b>	
48 09 06 13 0 000 008.001		1720	7577	0		
<b>Physical Addr</b>	---					
<b>Subdivision</b>	MAPPING TSPS 1 THRU 9					
<b>Neighborhood</b>	COUNTY (1-9)					
<b>District</b>	<b>City</b>	<b>S-T-R</b>	<b>Deed Acres</b>	<b>Calc Acres</b>	<b>Last Deed B/P/D</b>	
01 - County	UNIONTOWN	13-17N-05E	0	14.83	B- P-0000 D-01/01/1900	
<b>Legal</b>	14 AC (C) BEG. 1130'(S) N OF SE SEC COR.; N 905'(S), SW 905'(S), S 550'(S), E TO POB S6-T17N-R5E					
<b>Owner</b>						
<b>Name</b>		CITY OF UNIONTOWN				
<b>Mailing Addr</b>		S. OF UNIONTOWN-DEMOPOLIS RD UNIONTOWN, AL 36786				
<b>Values</b>						
<b>Land Total:</b>				\$100.00		
<b>Building Total:</b>				\$0.00		
<b>Appraised Value:</b>				\$100.00		
<b>Yrly Tax:</b>				\$0 for 2019		
<b>Mapping History</b>						
<b>TaxYr</b>	<b>DDate</b>	<b>DBook</b>	<b>DPage</b>	<b>DType</b>	<b>Grantor</b>	<b>Grantee</b>
0	01-01-1900			N/A		CITY OF UNIONTOWN
2017	01-01-1900			UNKNOW		
<b>Land Elements</b>						
<b>CalcType</b>	<b>Location</b>	<b>Units</b>	<b>UnitPrice</b>	<b>MktValue</b>	<b>CUValue</b>	<b>IsHome</b>
04-Site Value		0 (ac)	\$10	\$100	Not In CU	Yes HomeStd



**STATE OF ALABAMA**

)

)

**COUNTY OF PERRY**

)

### **RESOLUTION AND ORDER**

The City Council of the City of Uniontown (City) has ascertained and hereby finds and declares as follows:

(a) City approved the application of five qualified citizens to incorporate The Waterworks and Sewer Board of the City of Uniontown;

(b) Judge of Probate of Perry County has admitted to record in said office the certificate of incorporation for The Waterworks and Sewer Board of the City of Uniontown;

(c) The said certificate of incorporation provides that the board of directors of said corporation shall consist of Joyce Banks, Christine White Bruno, Marilyn Miller, Clarence Black and Callie Sanders; and

(d) Each of the persons hereinafter named in this resolution and order is a resident of the county, neither of them is an officer of the municipality nor county nor an elected official, and each of them is competent and qualified to act as a member of the board of directors of the corporation.

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND DECREED BY THE CITY COUNCIL OF THE CITY OF UNIONTOWN, ALABAMA as follows:

1. That the findings and statements set out in the foregoing paragraphs are hereby declared to be true and are hereby adopted as part of this resolution and order that these directors, having been already appointed to serve by this Council and given initial terms, terms of office of these and subsequent directors respective of each place or district shall be as follows, beginning in each instance on the 1st day of May, 2019:

Joyce Banks (Place 5) is hereby elected to serve for two years from said date; Christine White Bruno (Place 4) is hereby elected to serve for four years from said date; Clarence Black (Place 2) is hereby elected to serve for six years from said date; Marilyn Miller (Place 1) is hereby elected

to serve for four years from said date; and Callie Sanders (Place 3) is hereby elected to serve for six years from said date.

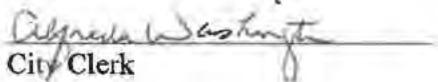
<u>Place #</u>	<u>Initial Appointee</u>	<u>Initial Term</u>	<u>Terms of office</u>
Place 1:	Marilyn Miller	4 year term	5/1/2019, 2023, 2029, 2035, 2041
Place 2:	Clarence Black	6 year term	5/1/2019, 2025, 2031, 2037, 2043
Place 3:	Callie Sanders	6 year term	5/1/2019, 2025, 2031, 2037, 2043
Place 4:	Christine White Bruno	4 year term	5/1/2019, 2023, 2029, 2035, 2041
Place 5:	Joyce Banks	2 year term	5/1/2019, 2021, 2027, 2033, 2039

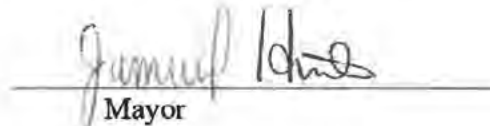
2. That this resolution shall be duly adopted and entered upon the minutes of the City Council.

ADOPTED this 15<sup>th</sup> of April, 2019.

ATTEST:

CITY OF UNIONTOWN

  
City Clerk

  
Mayor

The Water Works and Sewer Board of the City of Uniontown  
PO Box 236, Uniontown, AL 36786  
Tel (334) 628-2011



## OPERATOR'S REPORT TO THE BOARD

### PRODUCTION DETAILS

REPORT PERIOD	GALLONS PUMPED & PURCHASED	GALLONS SOLD
September 2020	22,805,000 Pumped // No Purchase	15,675,211
PERCENT LOSS (TOTAL)		PERCENT LOSS (ADJUSTED FOR LEAKS, FLUSHING, ETC)
31.3%		14.9% after Adjustment of 3,732,700

### SYSTEM USER UPDATE

# NEW CUSTOMERS	# SERVICES DISCONNECTED	# METERS PULLED
5	4	9 (Non-Payment, Old Services)
# CUT-OFFS		# METERS REPLACED
219		16 (Register/Retro Only)

Notes:

### SERVICE INTERRUPTIONS

DESCRIPTION	WHEN	WHERE	RESOLUTION
Motor Failure	8-23 - Current	City Hall Well	Sheppard Electric scheduled to install repaired motor on Tuesday, October 13 <sup>th</sup> , 2020.

*This template is provided by Water Management Services, Incorporated, and the information contained herein is the sole property and responsibility of the system.*

**014610**



### THIS MONTH'S SAMPLING INFORMATION

DESCRIPTION	AMOUNT DETECTED	VIOLATION (Y/N)	COMMENTS
DS Res 1	N	N	Distribution Residential Sample #1
DS Res 2	N	N	Distribution Residential Sample #2
DS Res 3	N	N	Distribution Residential Sample #3
DS Res 4	N	N	Distribution Residential Sample #4
DS Res 5	N	N	Distribution Residential Sample #5
DS Raw 2	N	N	Distribution Raw (James Ave Well)
Nitrate	.17 mg/L	N	Routine Nitrates
DBP Sample Site #1	1.2 ppb	N	DBP - HAA5
DBP Sample Site #1	3.3 ppb	N	DBP - THM
DBP Sample Site #2	1.3 ppb	N	DBP - HAA5
DBP Sample Site #2	4.3 ppb	N	DBP - THM

### UPCOMING SAMPLE INFORMATION

DESCRIPTION	DEADLINE	COMMENTS
	Date	

### STATUS SUMMARY AND ADDITIONAL COMMENTS

There was one brown water complaint for the month located at 24 Cedar Bluff Rd. We have addressed this issue with additional flushing on the line.

Adjustment for Water Loss (known leaks) estimated at 80GPM based on leak at the Bank and known system leaks still outstanding. John Williams, Fire Chief, reported an estimated 150,000 gallons of water for use on fires.

[illegible]

**014612**

## Revenue Checking Account Summary 2020

014613

[illegible]

DC

REVENUES

EXPENSES

-\$5,770.48

206-A Oak Mountain Circle  
Pelham, Alabama 35124

Tel.205.396.3170  
Fax 205.581.8680



July 28, 2020

Chairman Clarence Black  
The Waterworks and Sewer Board of the City of Uniontown  
200 Front Street  
Uniontown, AL 36786

RE: Revenue Summary  
6/25/20 to 7/25/20

Dear Chairman Black,

Enclosed is a summary of the revenue received and payments made from the Revenue Checking Account for the period 6/25/20 to 7/25/20. Enclosed are the following checks.

Share of Water/Sewer Revenue	\$17,492.00
Sales Tax Revenue to be remitted	\$ 1,135.19
Remainder of Garbage Revenue	\$ 6,293.17 (To the City)

The water revenue during this period was \$29,341.99 which will be needed to remit the sales tax.

Please let me know if you have any questions.

Sincerely,

(b) (6)

Mike Walraven, P.E.  
Operations Manager

**EOS Utility Services**  
**The Waterworks and Sewer Board of the City of Uniontown**  
**Water/Sewer/Garbage Revenue Account**  
**June 25, 2020 to July 25, 2020**

Total Revenue (June 25 through July 25)	\$ 77,736.01
Garbage Revenue Remitted to the City	\$ (14,293.17) *
Sales Tax Revenue to be remitted to City	\$ (1,135.19)
EOS Utility Services - July Operations	<u>\$ (27,323.65)</u>
Subtotal	<u>\$ 34,984.00</u>
Remitted to the Water and Sewer Board	\$ 17,492.00
Transferred to the Operations Fund	<u>\$ 17,492.00</u>
Balance	<u>\$ -</u>

\* \$8,000.00 of revenue for 6/25- 7/10 was sent to the City on 7/10/20.  
The remaining garbage revenue of \$6,293.17 is enclosed

**014616**



# Uniontown Deposits

July

6/25/20 thru 7/25/20

Date	Penalty	Sales Tax	Water	Sewer	Garbage	Total	Deposited	Difference
6/25/2020	\$ 40.93	\$ 4.30	\$ 107.90	\$ 123.90	\$ 158.86	\$ 435.89	\$ 435.89	\$ -
6/26/2020	\$ 6.18	\$ 3.04	\$ 76.10	\$ -	\$ 26.00	\$ 111.32	\$ 160.17	\$ 48.85
6/29/2020	\$ 11.07	\$ 12.28	\$ 338.24	\$ 242.20	\$ 364.00	\$ 967.79	\$ 967.79	\$ -
6/30/2020	\$ 47.34	\$ 23.53	\$ 620.32	\$ 416.40	\$ 541.25	\$ 1,648.84	\$ 1,648.84	\$ -
7/1/2020	\$ 29.10	\$ 32.48	\$ 862.70	\$ 624.90	\$ 790.52	\$ 2,339.70	\$ 2,339.70	\$ -
7/2/2020	\$ -	\$ 9.42	\$ 250.90	\$ 280.90	\$ 364.00	\$ 905.22	\$ 905.22	\$ -
7/6/2020	\$ 95.01	\$ 696.80	\$ 17,710.42	\$ 18,011.52	\$ 3,781.40	\$ 40,295.15	\$ 40,306.22	\$ 11.07
7/7/2020	\$ 12.32	\$ 9.83	\$ 252.32	\$ 51.20	\$ 104.00	\$ 429.67	\$ 1,706.36	\$ 1,276.69
7/8/2020	\$ 61.39	\$ 54.50	\$ 1,416.03	\$ 799.85	\$ 1,165.36	\$ 3,497.13	\$ 5,314.99	\$ 1,817.86
7/9/2020	\$ 4.85	\$ 24.64	\$ 695.50	\$ 392.60	\$ 650.00	\$ 1,767.59	\$ 1,767.59	\$ -
7/10/2020	\$ 95.52	\$ 165.44	\$ 4,459.30	\$ 3,311.10	\$ 3,920.26	\$ 11,951.62	\$ 11,933.62	\$ (18.00)
7/13/2020		\$ 4.94	\$ 124.00	\$ 150.76	\$ 130.00	\$ 409.70	\$ 832.10	\$ 422.40
7/14/2020	\$ 7.41	\$ 32.88	\$ 852.79	\$ 801.60	\$ 532.50	\$ 2,227.18	\$ 3,561.06	\$ 1,333.88
7/15/2020	\$ 27.51	\$ 3.54	\$ 85.63	\$ 81.80	\$ 104.00	\$ 302.48	\$ 302.48	\$ -
7/16/2020	\$ 18.15	\$ 1.78	\$ 44.80	\$ 56.80	\$ 78.00	\$ 199.53	\$ 199.53	\$ -
7/17/2020	\$ 50.80	\$ 3.80	\$ 123.70	\$ 172.30	\$ 196.53	\$ 547.13	\$ 653.49	\$ 106.36
7/20/2020	\$ 136.76	\$ 17.16	\$ 431.04	\$ 470.58	\$ 416.00	\$ 1,471.54	\$ 1,471.54	\$ -
7/21/2020	\$ 21.64	\$ 3.22	\$ 80.80	\$ 54.30	\$ 78.00	\$ 237.96	\$ 274.16	\$ 36.20
7/22/2020	\$ 227.84	\$ 28.11	\$ 715.64	\$ 770.20	\$ 769.30	\$ 2,511.09	\$ 2,511.09	\$ -
7/23/2020	\$ 12.27	\$ 1.22	\$ 30.70	\$ 38.70	\$ 52.00	\$ 134.89	\$ 134.89	\$ -
7/24/2020	\$ 20.65	\$ 2.28	\$ 63.16	\$ 52.72	\$ 71.19	\$ 210.00	\$ 309.28	\$ 99.28
						\$ -		\$ -
Totals	\$ 926.74	\$ 1,135.19	\$ 29,341.99	\$ 26,904.33	\$ 14,293.17	\$ 72,601.42	\$ 77,736.01	\$ 5,134.59

014617

206-A Oak Mountain Circle  
Pelham, Alabama 35124

Tel.205.396.3170  
Fax 205.581.8680



June 26, 2020

Chairman Clarence Black  
The Waterworks and Sewer Board of the City of Uniontown  
200 Front Street  
Uniontown, AL 36786

RE: Revenue Summary  
5/22/20 to 6/24/20

Dear Chairman Black,

Enclosed is a summary of the revenue received and payments made from the Revenue Checking Account for the period 5/22/20 to 6/24/20. Enclosed are the following checks.

Share of Water/Sewer Revenue	\$19,108.47
Sales Tax Revenue to be remitted	\$ 1,312.19
Remainder of Garbage Revenue	\$ 7,084.02 (To the City)

The water revenue during this period was \$32,124.50 which will be needed to remit the sales tax.

Please let me know if you have any questions.

Sincerely,

(b) (6)

Mike Walraven, P.E.  
Operations Manager

**EOS Utility Services**  
**The Waterworks and Sewer Board of the City of Uniontown**  
**Water/Sewer/Garbage Revenue Account**  
**May 22, 2020 to June 24, 2020**

Total Revenue (May 22 through June 24)	\$ 81,936.79
Garbage Revenue Remitted to the City	\$ (15,084.02) *
Sales Tax Revenue to be remitted to City	\$ (1,312.19)
EOS Utility Services - June Operations	\$ (27,323.65)
Subtotal	<u>\$ 38,216.93</u>
Remitted to the Water and Sewer Board	\$ 19,108.47
Transferred to the Operations Fund	\$ 19,108.46
Balance	<u>\$ -</u>

\* \$8,000.00 of revenue for 5/22 - 6/10 was sent to the City on 6/10/20.  
The remaining garbage revenue of \$7,084.02 is enclosed

014619

# Uniontown Deposits

May

5/22/20 thru 6/24/20

Date	Penalty	Sales Tax	Water	Sewer	Garbage	Total	Deposited	Difference
5/22/2020	\$ 52.28	\$ 4.82	\$ 145.46	\$ 164.20	\$ 210.74	\$ 577.50	\$ 754.39	\$ 176.89
5/26/2020	\$ 57.20	\$ 6.48	\$ 162.44	\$ 194.80	\$ 208.00	\$ 628.92	\$ 983.68	\$ 354.76
5/27/2020	\$ 89.77	\$ 10.72	\$ 274.38	\$ 320.50	\$ 415.46	\$ 1,110.83	\$ 1,110.83	\$ -
5/28/2020	\$ 11.39	\$ 2.20	\$ 55.10	\$ 30.60	\$ 26.00	\$ 125.29	\$ 202.84	\$ 77.55
5/29/2020	\$ 26.85	\$ 15.12	\$ 392.70	\$ 249.25	\$ 260.00	\$ 943.92	\$ 943.92	\$ -
6/1/2020		\$ 23.37	\$ 586.70	\$ 463.50	\$ 624.00	\$ 1,697.57	\$ 1,701.35	\$ 3.78
6/2/2020	\$ 56.16	\$ 114.84	\$ 1,438.72	\$ 879.08	\$ 1,109.00	\$ 3,597.80	\$ 3,597.80	\$ -
6/3/2020		\$ 25.60	\$ 664.60	\$ 545.60	\$ 702.00	\$ 1,937.80	\$ 1,937.80	\$ -
6/8/2020	\$ 96.87	\$ 173.46	\$ 4,408.61	\$ 3,551.06	\$ 3,696.26	\$ 11,926.26	\$ 11,926.26	\$ -
6/9/2020	\$ 14.55	\$ 47.23	\$ 1,193.89	\$ 736.30	\$ 1,131.64	\$ 3,123.61	\$ 4,065.67	\$ 942.06
6/10/2020	\$ 32.37	\$ 757.70	\$ 19,091.52	\$ 18,509.82	\$ 4,018.03	\$ 42,409.44	\$ 42,409.44	\$ -
6/11/2020		\$ 7.59	\$ 190.50	\$ 209.20	\$ 208.00	\$ 615.29	\$ 1,848.93	\$ 1,233.64
6/12/2020	\$ 18.22	\$ 56.35	\$ 1,651.20	\$ 1,441.53	\$ 937.22	\$ 4,104.52	\$ 4,104.52	\$ -
6/15/2020	\$ 29.88	\$ 3.90	\$ 118.40	\$ 72.40	\$ 104.00	\$ 328.58	\$ 573.61	\$ 245.03
6/16/2020	\$ 57.22	\$ 6.78	\$ 252.96	\$ 207.44	\$ 156.77	\$ 681.17	\$ 858.90	\$ 177.73
6/17/2020	\$ 16.51	\$ 2.66	\$ 66.70	\$ 43.70	\$ 52.00	\$ 181.57	\$ 310.10	\$ 128.53
6/18/2020	\$ 59.65	\$ 7.06	\$ 207.26	\$ 147.00	\$ 177.50	\$ 598.47	\$ 598.47	\$ -
6/22/2020	\$ 180.14	\$ 22.09	\$ 557.70	\$ 622.89	\$ 663.04	\$ 2,045.86	\$ 2,045.86	\$ -
6/23/2020	\$ 132.86	\$ 19.62	\$ 540.06	\$ 348.46	\$ 338.00	\$ 1,379.00	\$ 1,379.00	\$ -
6/24/2020	\$ 25.55	\$ 4.60	\$ 125.60	\$ 83.70	\$ 46.36	\$ 285.81	\$ 583.42	\$ 297.61
Totals	\$ 957.47	\$ 1,312.19	\$ 32,124.50	\$ 28,821.03	\$ 15,084.02	\$ 78,299.21	\$ 81,936.79	\$ 3,637.58

014620

206-A Oak Mountain Circle  
Pelham, Alabama 35124

Tel. 205.396.3170  
Fax 205.581.8680



May 27, 2020

Chairman Clarence Black  
The Waterworks and Sewer Board of the City of Uniontown  
200 Front Street  
Uniontown, AL 36786

RE: Revenue Summary  
4/26/20 to 5/25/20

Dear Chairman Black,

Enclosed is a summary of the revenue received and payments made from the Revenue Checking Account for the period 4/26/20 to 5/25/20. Enclosed are the following checks.

Share of Water/Sewer Revenue	\$16,848.47
Sales Tax Revenue to be remitted	\$ 1,132.41
Remainder of Garbage Revenue	\$ 5,265.10 (To the City)

The water revenue during this period was \$30,933.58 which will be needed to remit the sales tax.

Please let me know if you have any questions.

Sincerely,

(b) (6)

Mike Walraven, P.E.  
Operations Manager

**EOS Utility Services**  
**The Waterworks and Sewer Board of the City of Uniontown**  
**Water/Sewer/Garbage Revenue Account**  
**April 26, 2020 to May 25, 2020**

Total Revenue (April 26 through May 25)	\$ 75,418.09
Garbage Revenue Remitted to the City	\$ (13,265.10) *
Sales Tax Revenue to be remitted to City	\$ (1,132.41)
EOS Utility Services - May Operations	\$ (27,323.65)
Subtotal	<u>\$ 33,696.93</u>
 Remitted to the Water and Sewer Board	 \$ 16,848.47
Transferred to the Operations Fund	<u>\$ 16,848.46</u>
Balance	<u>\$ -</u>

\* \$8,000.00 of revenue for 4/26 - 5/10 was sent to the City on 5/10/20.  
The remaining garbage revenue of \$5,265.10 is enclosed

**014622**



# Uniontown Deposits

May

4/26/20 thru 5/25/20

Date	Penalty	Sales Tax	Water	Sewer	Garbage	Total	Deposited	Difference
4/27/2020	\$ 26.28	\$ 3.91	\$ 98.00	\$ 56.80	\$ 104.00	\$ 288.99	\$ 493.99	\$ 205.00
4/28/2020	\$ 31.63	\$ 4.06	\$ 121.87	\$ 96.50	\$ 205.65	\$ 459.71	\$ 459.71	\$ -
4/30/2020	\$ 76.36	\$ 18.44	\$ 497.95	\$ 652.22	\$ 611.13	\$ 1,856.10	\$ 1,856.10	\$ -
5/1/2020	\$ 100.34	\$ 43.03	\$ 1,137.91	\$ 1,042.00	\$ 1,222.00	\$ 3,545.28	\$ 3,545.28	\$ -
5/4/2020	\$ 26.00	\$ 53.01	\$ 1,443.51	\$ 990.19	\$ 1,425.50	\$ 3,938.21	\$ 3,938.21	\$ -
5/5/2020	\$ 36.33	\$ 70.22	\$ 2,613.93	\$ 1,281.40	\$ 1,780.50	\$ 5,782.38	\$ 5,752.58	\$ (29.80)
5/6/2020	\$ 5.40	\$ 14.84	\$ 398.40	\$ 231.60	\$ 338.00	\$ 988.24	\$ 1,128.31	\$ 140.07
5/7/2020	\$ 21.47	\$ 97.41	\$ 2,969.47	\$ 2,510.60	\$ 1,419.62	\$ 7,018.57	\$ 7,010.57	\$ (8.00)
5/8/2020	\$ 8.58	\$ 36.26	\$ 983.50	\$ 651.80	\$ 1,040.00	\$ 2,720.14	\$ 3,943.44	\$ 1,223.30
5/11/2020	\$ 23.47	\$ 710.13	\$ 17,970.71	\$ 18,124.15	\$ 3,079.12	\$ 39,907.58	\$ 39,907.58	\$ -
5/12/2020	\$ 0.88	\$ 4.06	\$ 101.74	\$ 126.10	\$ 164.76	\$ 397.54	\$ 791.76	\$ 394.22
5/13/2020	\$ 57.24	\$ 25.30	\$ 698.03	\$ 496.13	\$ 646.12	\$ 1,922.82	\$ 1,922.82	\$ -
5/14/2020	\$ 54.07	\$ 6.18	\$ 188.20	\$ 177.24	\$ 208.00	\$ 633.69	\$ 633.69	\$ -
5/15/2020	\$ 72.61	\$ 7.86	\$ 362.74	\$ 130.40	\$ 306.30	\$ 879.91	\$ 879.91	\$ -
5/18/2020	\$ 39.99	\$ 9.28	\$ 232.40	\$ 54.30	\$ 104.00	\$ 439.97	\$ 631.50	\$ 191.53
5/19/2020	\$ 149.49	\$ 19.82	\$ 873.48	\$ 389.88	\$ 379.26	\$ 1,811.93	\$ 1,811.93	\$ -
5/20/2020	\$ 17.64	\$ 1.68	\$ 42.30	\$ 54.30	\$ 78.00	\$ 193.92	\$ 193.92	\$ -
5/21/2020	\$ 49.29	\$ 6.92	\$ 199.44	\$ 108.00	\$ 153.14	\$ 516.79	\$ 516.79	\$ -
Totals	\$ 797.07	\$ 1,132.41	\$ 30,933.58	\$ 27,173.61	\$ 13,265.10	\$ 73,301.77	\$ 75,418.09	\$ 2,116.32

014623

206-A Oak Mountain Circle  
Pelham, Alabama 35124

Tel. 205.396.3170  
Fax 205.581.8680



April 27, 2020

Chairman Clarence Black  
The Waterworks and Sewer Board of the City of Uniontown  
200 Front Street  
Uniontown, AL 36786

RE: Revenue Summary  
3/26/20 to 4/25/20

Dear Chairman Black,

Enclosed is a summary of the revenue received and payments made from the Revenue Checking Account for the period 3/26/20 to 4/25/20. Enclosed are the following checks.

Share of Water/Sewer Revenue	\$16,718.29
Sales Tax Revenue to be remitted	\$ 1,151.77
Remainder of Garbage Revenue	\$ 6,570.59 (To the City)

The water revenue during this period was \$31,236.93 which will be needed to remit the sales tax.

Please let me know if you have any questions.

Si

(b) (6)

Mike Walraven, P.E.  
Operations Manager

**EOS Utility Services**  
**The Waterworks and Sewer Board of the City of Uniontown**  
**Water/Sewer/Garbage Revenue Account**  
**March 26, 2020 to April 25, 2020**

Total Revenue (March 26 through April 25)	\$	76,482.59
Garbage Revenue Remitted to the City	\$	(14,570.59) *
Sales Tax Revenue to be remitted to City	\$	(1,151.77)
EOS Utility Services - April Operations	\$	<u>(27,323.65)</u>
Subtotal	\$	<u>33,436.58</u>
 Remitted to the Water and Sewer Board	\$	16,718.29
Transferred to the Operations Fund	\$	<u>16,718.29</u>
Balance	\$	-

\* \$8,000.00 of revenue for 3/26 - 4/10 was sent to the City on 4/10/20.  
The remaining garbage revenue of \$6,570.59 is enclosed

**014625**

# Uniontown Deposits

April

3/26/20 thru 4/25/20

Date	Penalty	Sales Tax	Water	Sewer	Garbage	Total	Deposited	Difference
3/26/2020	\$ 35.98	\$ 6.42	\$ 177.39	\$ 142.64	\$ 115.99	\$ 478.42	\$ 478.42	\$ -
3/27/2020	\$ 44.46	\$ 9.62	\$ 241.70	\$ 289.70	\$ 312.00	\$ 897.48	\$ 877.48	\$ (20.00)
3/30/2020	\$ 96.37	\$ 23.20	\$ 1,692.07	\$ 530.30	\$ 685.34	\$ 3,027.28	\$ 3,027.28	\$ -
3/31/2020	\$ 12.73	\$ 15.86	\$ 439.11	\$ 267.80	\$ 286.00	\$ 1,021.50	\$ 1,174.31	\$ 152.81
4/1/2020	\$ 25.85	\$ 27.88	\$ 713.74	\$ 726.80	\$ 797.42	\$ 2,291.69	\$ 2,291.69	\$ -
4/2/2020	\$ 2.70	\$ 30.15	\$ 761.00	\$ 479.10	\$ 667.00	\$ 1,939.95	\$ 2,622.09	\$ 682.15
4/3/2020	\$ 40.42	\$ 74.01	\$ 2,211.42	\$ 1,551.11	\$ 1,451.50	\$ 5,328.46	\$ 5,328.46	\$ -
4/6/2020	\$ 5.88	\$ 542.94	\$ 13,628.61	\$ 14,914.75	\$ 745.00	\$ 29,837.18	\$ 30,631.29	\$ 794.11
4/7/2020	\$ 89.22	\$ 80.22	\$ 2,190.66	\$ 1,198.66	\$ 1,510.73	\$ 5,069.49	\$ 5,069.49	\$ -
4/8/2020		\$ 16.86	\$ 423.10	\$ 249.70	\$ 364.00	\$ 1,053.66	\$ 1,072.52	\$ 18.86
4/9/2020	\$ 29.45	\$ 83.34	\$ 2,191.44	\$ 1,362.90	\$ 2,142.40	\$ 5,809.53	\$ 5,809.53	\$ -
4/13/2020	\$ 29.17	\$ 132.84	\$ 3,425.39	\$ 2,561.41	\$ 2,846.71	\$ 8,995.52	\$ 8,995.52	\$ -
4/14/2020		\$ 5.10	\$ 157.20	\$ 72.40	\$ 156.00	\$ 390.70	\$ 669.21	\$ 278.51
4/15/2020	\$ 26.57	\$ 30.81	\$ 851.18	\$ 484.90	\$ 619.50	\$ 2,012.96	\$ 2,012.96	\$ -
4/16/2020	\$ 11.76	\$ 1.12	\$ 28.20	\$ 36.20	\$ 52.00	\$ 129.28	\$ 129.28	\$ -
4/17/2020	\$ 132.15	\$ 19.72	\$ 675.72	\$ 452.51	\$ 432.94	\$ 1,713.04	\$ 1,776.24	\$ 63.20
4/20/2020	\$ 86.54	\$ 9.98	\$ 245.07	\$ 272.20	\$ 338.00	\$ 951.79	\$ 951.79	\$ -
4/21/2020	\$ 116.70	\$ 20.36	\$ 534.99	\$ 241.50	\$ 448.11	\$ 1,361.66	\$ 1,361.66	\$ -
4/22/2020	\$ 81.97	\$ 11.76	\$ 305.05	\$ 227.90	\$ 287.95	\$ 914.63	\$ 1,197.62	\$ 282.99
4/23/2020	\$ 52.31	\$ 5.88	\$ 250.89	\$ 161.70	\$ 208.00	\$ 678.78	\$ 678.78	\$ -
4/24/2020	\$ 33.99	\$ 3.70	\$ 93.00	\$ 92.28	\$ 104.00	\$ 326.97	\$ 326.97	\$ -
Totals	\$ 954.22	\$ 1,151.77	\$ 31,236.93	\$ 26,316.46	\$ 14,570.59	\$ 74,229.97	\$ 76,482.59	\$ 2,252.63



206-A Oak Mountain Circle  
Pelham, Alabama 35124

Tel. 205.396.3170  
Fax 205.581.8680



March 26, 2020

Chairman Clarence Black  
The Waterworks and Sewer Board of the City of Uniontown  
200 Front Street  
Uniontown, AL 36786

RE: Revenue Summary  
2/26/20 to 3/25/20

Dear Chairman Black,

Enclosed is a summary of the revenue received and payments made from the Revenue Checking Account for the period 2/26/20 to 3/25/20. Enclosed are the following checks.

Share of Water/Sewer Revenue	\$22,665.43
Sales Tax Revenue to be remitted	\$ 1,284.20
Remainder of Garbage Revenue	\$ 3,929.85 (To the City)

The water revenue during this period was \$36,227.26 which will be needed to remit the sales tax.

Please let me know if you have any questions.

Sincerely,

(b) (6)

Mike Walraven, P.E.  
Operations Manager

**EOS Utility Services  
City of Uniontown  
Water/Sewer/Garbage Revenue Account  
February 26, 2020 to March 25, 2020**

Total Revenue (February 26 through March 25)	\$	87,868.55
Garbage Revenue Remitted to the City	\$	(13,929.85) *
Sales Tax Revenue to be remitted to City	\$	(1,284.20)
EOS Utility Services - March Operations	\$	<u>(27,323.65)</u>
Subtotal	\$	45,330.85
Remitted to the Water and Sewer Board	\$	22,665.43
Transferred to the Operations Fund	\$	<u>22,665.42</u>
Balance	\$	-

\* \$10,000.00 of revenue for 2/26 - 3/10 was sent to the City on 3/10/20.  
The remaining garbage revenue of \$3,929.85 is enclosed

**014628**



# Uniontown Deposits

March

2/26/20 thru 3/25/20

Date	Penalty	Sales Tax	Water	Sewer	Garbage	Total	Deposited	Difference
2/26/2020	\$ 55.15	\$ 11.08	\$ 385.75	\$ 266.00	\$ 303.00	\$ 1,020.98	\$ 1,020.98	\$ -
2/27/2020	\$ 37.27	\$ 6.44	\$ 161.74	\$ 124.80	\$ 182.67	\$ 512.92	\$ 512.92	\$ -
2/28/2020	\$ 72.10	\$ 23.68	\$ 711.55	\$ 554.50	\$ 567.50	\$ 1,929.33	\$ 1,929.33	\$ -
3/2/2020	\$ 27.32	\$ 16.52	\$ 414.20	\$ 246.60	\$ 312.00	\$ 1,016.64	\$ 1,016.64	\$ -
3/3/2020	\$ 19.18	\$ 70.84	\$ 1,873.76	\$ 1,355.00	\$ 1,789.50	\$ 5,108.28	\$ 5,115.78	\$ 7.50
3/4/2020	\$ 67.52	\$ 31.17	\$ 768.35	\$ 709.55	\$ 919.60	\$ 2,496.19	\$ 2,496.19	\$ -
3/5/2020	\$ 5.11	\$ 16.90	\$ 527.16	\$ 302.66	\$ 511.94	\$ 1,363.77	\$ 1,363.77	\$ -
3/6/2020	\$ 10.17	\$ 18.24	\$ 490.87	\$ 465.70	\$ 624.00	\$ 1,608.98	\$ 2,226.38	\$ 617.40
3/9/2020	\$ 43.83	\$ 819.14	\$ 22,032.49	\$ 21,989.55	\$ 2,360.25	\$ 47,245.26	\$ 47,245.26	\$ -
3/10/2020	\$ 83.67	\$ 150.08	\$ 4,116.95	\$ 3,007.02	\$ 3,764.50	\$ 11,122.22	\$ 11,122.22	\$ -
3/11/2020	\$ 7.32	\$ 19.92	\$ 509.52	\$ 174.80	\$ 356.67	\$ 1,068.23	\$ 1,925.89	\$ 857.66
3/12/2020	\$ -	\$ 1.22	\$ 30.70	\$ 20.60	\$ 52.00	\$ 104.52	\$ 225.22	\$ 120.70
3/13/2020	\$ 72.82	\$ 7.44	\$ 251.10	\$ 192.24	\$ 194.20	\$ 717.80	\$ 717.80	\$ -
3/16/2020	\$ 63.40	\$ 8.07	\$ 204.80	\$ 169.95	\$ 217.55	\$ 663.77	\$ 857.17	\$ 193.40
3/17/2020	\$ 53.67	\$ 4.91	\$ 169.44	\$ 121.05	\$ 156.00	\$ 505.07	\$ 563.14	\$ 58.07
3/18/2020	\$ 29.14	\$ 4.04	\$ 101.40	\$ 75.11	\$ 73.25	\$ 282.94	\$ 222.94	\$ (60.00)
3/19/2020	\$ 67.16	\$ 8.31	\$ 208.35	\$ 230.44	\$ 149.14	\$ 663.40	\$ 663.40	\$ -
3/20/2020	\$ 45.57	\$ 7.54	\$ 189.00	\$ 110.78	\$ 136.48	\$ 489.37	\$ 583.93	\$ 94.56
3/23/2020	\$ 102.90	\$ 13.67	\$ 355.49	\$ 305.19	\$ 348.01	\$ 1,125.26	\$ 1,182.02	\$ 56.76
3/24/2020	\$ 458.76	\$ 14.78	\$ 1,988.20	\$ 2,109.50	\$ 480.09	\$ 5,051.33	\$ 5,051.33	\$ -
3/25/2020	\$ 175.49	\$ 30.21	\$ 786.44	\$ 402.60	\$ 431.50	\$ 1,826.24	\$ 1,826.24	\$ -
<b>Totals</b>	<b>\$ 1,497.55</b>	<b>\$ 1,284.20</b>	<b>\$ 36,277.26</b>	<b>\$ 32,933.64</b>	<b>\$ 13,929.85</b>	<b>\$ 85,922.50</b>	<b>\$ 87,868.55</b>	<b>\$ 1,946.05</b>

014629

206-A Oak Mountain Circle  
Pelham, Alabama 35124

Tel.205.396.3170  
Fax 205.581.8680



February 27, 2020

Mayor Jamaal Hunter  
City of Uniontown  
200 Front Street  
Uniontown, AL 36786

RE: Revenue Summary  
1/24/20 to 2/25/20

Dear Mayor Hunter,

Enclosed is a summary of the revenue received and payments made from the Revenue Checking Account for the period 1/24/20 to 2/25/20. Enclosed are the following checks.

Share of Water/Sewer Revenue	\$14,460.62
Sales Tax Revenue to be remitted	\$ 1,090.34
Remainder of Garbage Revenue	\$ 4,260.29

The water revenue during this period was \$29,171.68 which will be needed to remit the sales tax.

Please let me know if you have any questions.

Sir

(b) (6)

Mike Walraven, P.E.  
Operations Manager

**EOS Utility Services  
City of Uniontown  
Water/Sewer/Garbage Revenue Account  
January 24, 2020 to February 25, 2020**

Total Revenue (January 24 through February 25)	\$ 71,595.52
Garbage Revenue Remitted to the City	\$ (14,260.29) *
Sales Tax Revenue to be remitted to City	\$ (1,090.34)
EOS Utility Services - February Operations	\$ (27,323.65)
Subtotal	<u>\$ 28,921.24</u>
 Remitted to the City	 \$ 14,460.62
Transferred to the Operations Fund	<u>\$ 14,460.62</u>
Balance	<u>\$ -</u>

\* \$10,000.00 of revenue for 1/24 - 12/10 was sent to the City on 2/10/20.  
The remaining garbage revenue of \$4,260.29 is enclosed

**014631**

# Uniontown Deposits

February

1/24/20 thru 2/25/20

Date	Penalty	Sales Tax	Water	Sewer	Garbage	Total	Deposited	Difference
1/24/2020	\$ 13.80	\$ 2.38	\$ 39.90	\$ 71.80	\$ 78.00	\$ 205.88	\$ 363.72	\$ 157.84
1/27/2020	\$ 28.11	\$ 4.36	\$ 109.60	\$ 126.13	\$ 155.31	\$ 423.51	\$ 423.51	\$ -
1/28/2020	\$ 5.04	\$ 25.67	\$ 130.77	\$ 144.80	\$ 136.08	\$ 442.36	\$ 442.36	\$ -
1/29/2020	\$ 17.95	\$ 2.26	\$ 56.50	\$ 68.70	\$ 59.92	\$ 205.33	\$ 205.33	\$ -
1/30/2020		\$ 1.42	\$ 35.70	\$ 43.70	\$ 52.00	\$ 132.82	\$ 132.82	\$ -
1/31/2020	\$ 43.99	\$ 16.67	\$ 413.10	\$ 414.04	\$ 504.72	\$ 1,392.52	\$ 1,386.52	\$ (6.00)
2/3/2020	\$ 14.59	\$ 83.40	\$ 2,163.82	\$ 1,650.84	\$ 1,971.50	\$ 5,884.15	\$ 5,885.15	\$ 1.00
2/4/2020	\$ 47.95	\$ 49.49	\$ 1,334.04	\$ 815.30	\$ 1,170.00	\$ 3,416.78	\$ 3,416.78	\$ -
2/5/2020	\$ 18.13	\$ 24.38	\$ 650.00	\$ 491.60	\$ 723.50	\$ 1,907.61	\$ 1,907.61	\$ -
2/6/2020	\$ 18.70	\$ 55.99	\$ 1,442.10	\$ 699.46	\$ 1,113.50	\$ 3,329.75	\$ 3,329.75	\$ -
2/7/2020	\$ 29.14	\$ 570.04	\$ 14,434.85	\$ 15,549.65	\$ 1,871.00	\$ 32,454.68	\$ 32,454.68	\$ -
2/10/2020	\$ 12.99	\$ 143.39	\$ 5,088.72	\$ 2,775.25	\$ 3,419.59	\$ 11,439.94	\$ 11,439.94	\$ -
2/11/2020	\$ 16.10	\$ 18.06	\$ 505.88	\$ 451.53	\$ 584.82	\$ 1,576.39	\$ 2,211.55	\$ 635.16
2/12/2020	\$ 75.03	\$ 10.64	\$ 547.63	\$ 251.37	\$ 329.80	\$ 1,214.47	\$ 1,214.47	\$ -
2/13/2020	\$ 75.51	\$ 7.26	\$ 211.10	\$ 198.09	\$ 260.00	\$ 751.96	\$ 751.96	\$ -
2/14/2020	\$ 94.67	\$ 15.35	\$ 506.94	\$ 199.05	\$ 260.00	\$ 1,076.01	\$ 1,076.01	\$ -
2/17/2020	\$ 54.67	\$ 4.62	\$ 206.79	\$ 144.20	\$ 174.59	\$ 584.87	\$ 790.36	\$ 205.49
2/18/2020	\$ 14.70	\$ 3.56	\$ 67.41	\$ 47.22	\$ 52.00	\$ 184.89	\$ 192.55	\$ 7.66
2/19/2020	\$ 36.63	\$ 5.00	\$ 125.60	\$ 105.50	\$ 130.00	\$ 402.73	\$ 425.47	\$ 22.74
2/20/2020	\$ 28.29	\$ 3.50	\$ 116.14	\$ 49.05	\$ 104.00	\$ 300.98	\$ 385.11	\$ 84.13
2/21/2020	\$ 80.53	\$ 10.50	\$ 260.50	\$ 211.00	\$ 305.57	\$ 868.10	\$ 868.10	\$ -
2/24/2020	\$ 94.41	\$ 19.08	\$ 380.59	\$ 175.40	\$ 365.67	\$ 1,035.15	\$ 1,035.15	\$ -
2/25/2020	\$ 96.58	\$ 13.32	\$ 344.00	\$ 364.00	\$ 438.72	\$ 1,256.62	\$ 1,256.62	\$ -
<b>Totals</b>	\$ 917.51	\$ 1,090.34	\$ 29,171.68	\$ 25,047.68	\$ 14,260.29	\$ 70,487.50	\$ 71,595.52	\$ 1,108.02

014632



[illegible]

014633

[illegible]

DC

Checked Against Statement or Online

REVENUES

\$72,206.49

-\$12,184.07



## Dec-19

#### Operation Fund Checking Account Summary 2019

[illegible]

REVENUES	EXPENSES
\$28,667.20	\$20,135.88

206-A Oak Mountain Circle  
Pelham, Alabama 35124

Tel. 205.396.3170  
Fax 205.581.8680



January 27, 2020

Mayor Jamaal Hunter  
City of Uniontown  
200 Front Street  
Uniontown, AL 36786

RE: Revenue Summary  
12/25/19 to 1/23/20

Dear Mayor Hunter,

Enclosed is a summary of the revenue received and payments made from the Revenue Checking Account for the period 12/25/19 to 1/23/20. Enclosed are the following checks.

Share of Water/Sewer Revenue	\$16,960.32
Sales Tax Revenue to be remitted	\$ 1,123.86
Remainder of Garbage Revenue	\$ 787.31

The water revenue during this period was \$30,245.75 which will be needed to remit the sales tax.

Please let me know if you have any questions.

Sincerely,

(b) (6)

Mike Walraven, P.E.  
Operations Manager

**EOS Utility Services  
City of Uniontown  
Water/Sewer/Garbage Revenue Account  
December 25, 2019 to January 23, 2020**

Total Revenue (December 25 through January 23)	\$ 73,869.58
Garbage Revenue Remitted to the City	\$ (11,501.43) *
Sales Tax Revenue to be remitted to City	\$ (1,123.86)
EOS Utility Services - January Operations	<u>\$ (27,323.65)</u>
Subtotal	<u>\$ 33,920.64</u>
Remitted to the City	\$ 16,960.32
Transferred to the Operations Fund	<u>\$ 16,960.32</u>
Balance	<u>\$ -</u>

\* \$10,000.00 of revenue for 12/25 - 1/10 was sent to the City on 1/10/20.

There was an over payment of \$714.12 in December that will be withheld from this months garbage revenue. The remaining garbage revenue of \$787.31 is enclosed

**014637**

# Uniontown Deposits

January

12/25/19 thru 1/23/20

Date	Penalty	Sales Tax	Water	Sewer	Garbage	Total	Deposited	Difference
12/30/2019	\$ 47.08	\$ 14.30	\$ 368.23	\$ 432.00	\$ 498.52	\$ 1,360.13	\$ 1,360.13	\$ -
12/31/2019	\$ 13.85	\$ 13.94	\$ 369.70	\$ 268.50	\$ 286.61	\$ 952.60	\$ 1,293.01	\$ 340.41
1/2/2020	\$ 12.40	\$ 12.80	\$ 321.30	\$ 296.02	\$ 364.00	\$ 1,006.52	\$ 1,006.52	\$ -
1/3/2020	\$ 6.90	\$ 63.95	\$ 1,755.84	\$ 877.70	\$ 1,291.00	\$ 3,995.39	\$ 3,995.39	\$ -
1/6/2020	\$ 12.66	\$ 700.42	\$ 18,943.35	\$ 18,788.80	\$ 1,662.42	\$ 40,107.65	\$ 40,134.69	\$ 27.04
1/7/2020	\$ 14.46	\$ 25.02	\$ 644.50	\$ 429.50	\$ 645.50	\$ 1,758.98	\$ 2,118.68	\$ 359.70
1/8/2020	\$ -	\$ 20.93	\$ 527.05	\$ 207.90	\$ 385.50	\$ 1,141.38	\$ 1,966.14	\$ 824.76
1/6/2020	\$ 15.87	\$ 51.46	\$ 1,292.82	\$ 913.80	\$ 1,191.50	\$ 3,465.45	\$ 3,465.45	\$ -
1/10/2020	\$ 20.28	\$ 79.52	\$ 2,105.17	\$ 1,451.52	\$ 1,862.44	\$ 5,518.93	\$ 5,518.93	\$ -
1/13/2020	\$ 1.60	\$ 70.20	\$ 1,989.30	\$ 1,891.96	\$ 1,077.27	\$ 5,030.33	\$ 5,688.36	\$ 658.03
1/14/2020	\$ 41.51	\$ 6.11	\$ 150.11	\$ 78.30	\$ 173.00	\$ 449.03	\$ 449.03	\$ -
1/15/2020	\$ 36.64	\$ 5.20	\$ 130.76	\$ 100.50	\$ 130.00	\$ 403.10	\$ 403.10	\$ -
1/16/2020	\$ 26.02	\$ 2.92	\$ 73.30	\$ 79.90	\$ 104.00	\$ 286.14	\$ 286.14	\$ -
1/17/2020	\$ 121.02	\$ 11.56	\$ 336.59	\$ 221.00	\$ 341.81	\$ 1,031.98	\$ 1,031.98	\$ -
1/21/2020	\$ 99.34	\$ 13.28	\$ 333.15	\$ 315.44	\$ 381.34	\$ 1,142.55	\$ 1,142.55	\$ -
1/22/2020	\$ 189.06	\$ 19.87	\$ 576.06	\$ 593.10	\$ 710.88	\$ 2,088.97	\$ 2,088.97	\$ -
1/23/2020	\$ 105.26	\$ 12.38	\$ 328.52	\$ 325.30	\$ 395.64	\$ 1,167.10	\$ 1,920.51	\$ 753.41
Totals	\$ 763.95	\$ 1,123.86	\$ 30,245.75	\$ 27,271.24	\$ 11,501.43	\$ 70,906.23	\$ 73,869.58	\$ 2,963.35

014638

206-A Oak Mountain Circle  
Pelham, Alabama 35124

Tel. 205.396.3170  
Fax 205.581.8680



December 27, 2019

Mayor Jamaal Hunter  
City of Uniontown  
200 Front Street  
Uniontown, AL 36786

RE: Revenue Summary  
11/26/19 to 12/24/19

Dear Mayor Hunter,

Enclosed is a summary of the revenue received and payments made from the Revenue Checking Account for the period 11/26/19 to 12/24/19. Enclosed are the following checks.

Share of Water/Sewer Revenue	\$15,283.93 (Deposited in General Fund 12/27/19)
Sales Tax Revenue to be remitted	\$ 1,041.28

The water revenue during this period was \$27,742.90 which will be needed to remit the sales tax.

Please let me know if you have any questions.

S  
(b) (6)

Mike Walraven, P.E  
Operations Manager

**EOS Utility Services  
City of Uniontown  
Water/Sewer/Garbage Revenue Account  
November 26, 2019 to December 24, 2019**

Total Revenue (November 26 through December 24)	\$	70,218.67
Garbage Revenue Remitted to the City	\$	(11,285.88) *
Sales Tax Revenue to be remitted to City	\$	(1,041.28)
EOS Utility Services - December Operations	\$	(27,323.65)
Subtotal	\$	<u>30,567.86</u>
Remitted to the City	\$	15,283.93
Transferred to the Operations Fund	\$	<u>15,283.93</u>
Balance	\$	-

\* \$12,000.00 of revenue for 11/26 - 12/10 was sent to the City on 12/10/19.

The over payment of \$714.12 will be withheld from next months garbage revenue

014640



# Uniontown Deposits

December

11/26/19 thru 12/24/19

Date	Penalty	Sales Tax	Water	Sewer	Garbage	Total	Deposited	Difference
11/26/2019	\$ 22.50	\$ 4.32	\$ 121.22	\$ 60.60	\$ 52.00	\$ 260.64	\$ 260.64	\$ -
11/27/2019	\$ 37.96	\$ 8.32	\$ 220.28	\$ 179.80	\$ 208.00	\$ 654.36	\$ 654.36	\$ -
12/2/2019	\$ 41.90	\$ 20.42	\$ 529.10	\$ 396.40	\$ 598.00	\$ 1,585.82	\$ 1,585.82	\$ -
12/3/2019	\$ 13.29	\$ 25.54	\$ 653.14	\$ 521.90	\$ 676.00	\$ 1,889.87	\$ 1,889.87	\$ -
12/4/2019	\$ 46.61	\$ 42.89	\$ 1,154.49	\$ 910.75	\$ 1,189.76	\$ 3,344.50	\$ 3,344.50	\$ -
12/5/2019	\$ 8.58	\$ 23.38	\$ 613.80	\$ 475.10	\$ 702.00	\$ 1,822.86	\$ 1,822.86	\$ -
12/6/2019	\$ 28.51	\$ 606.02	\$ 15,179.77	\$ 16,297.03	\$ 873.03	\$ 32,984.36	\$ 34,726.81	\$ 1,742.45
12/9/2019	\$ 18.14	\$ 67.86	\$ 2,866.24	\$ 1,612.40	\$ 1,334.00	\$ 5,898.64	\$ 6,236.87	\$ 338.23
12/10/2019	\$ 24.77	\$ 104.34	\$ 2,745.63	\$ 2,083.36	\$ 2,272.64	\$ 7,230.74	\$ 7,516.88	\$ 286.14
12/11/2019		\$ 11.08	\$ 221.78	\$ 297.60	\$ 312.00	\$ 842.46	\$ 1,668.82	\$ 826.36
12/12/2019	\$ 15.44	\$ 10.97	\$ 326.95	\$ 206.95	\$ 348.13	\$ 908.44	\$ 908.44	\$ -
12/13/2019	\$ 33.21	\$ 13.72	\$ 343.40	\$ 195.68	\$ 130.00	\$ 716.01	\$ 739.77	\$ 23.76
12/16/2019	\$ 158.10	\$ 19.71	\$ 523.30	\$ 454.08	\$ 481.75	\$ 1,636.94	\$ 1,636.94	\$ -
12/17/2019	\$ 19.10	\$ 1.32	\$ 49.77	\$ 61.80	\$ 78.00	\$ 209.99	\$ 535.00	\$ 325.01
12/18/2019	\$ 22.45	\$ 2.74	\$ 65.62	\$ 66.80	\$ 104.00	\$ 261.61	\$ 261.61	\$ -
12/19/2019	\$ 239.73	\$ 25.57	\$ 734.94	\$ 815.71	\$ 871.74	\$ 2,687.69	\$ 2,687.69	\$ -
12/20/2019	\$ 210.21	\$ 39.27	\$ 1,025.01	\$ 514.67	\$ 652.17	\$ 2,441.33	\$ 2,441.33	\$ -
12/23/2019	\$ 81.29	\$ 9.61	\$ 263.16	\$ 278.33	\$ 259.04	\$ 891.43	\$ 891.43	\$ -
12/24/2019	\$ 26.61	\$ 4.20	\$ 105.30	\$ 129.30	\$ 143.62	\$ 409.03	\$ 409.03	\$ -
Totals	\$ 1,048.40	\$ 1,041.28	\$ 27,742.90	\$ 25,558.26	\$ 11,285.88	\$ 66,676.72	\$ 70,218.67	\$ 3,541.95

014641

206-A Oak Mountain Circle  
Pelham, Alabama 35124

Tel. 205.396.3170  
Fax 205.581.8680



November 26, 2019

Mayor Jamaal Hunter  
City of Uniontown  
200 Front Street  
Uniontown, AL 36786

RE: Revenue Summary  
10/26/19 to 11/25/19

Dear Mayor Hunter,

Enclosed is a summary of the revenue received and payments made from the Revenue Checking Account for the period 10/26/19 to 11/25/19. Enclosed are the following checks.

Share of Water/Sewer Revenue	\$23,192.20 (Deposited in General Fund 11/26/19)
Sales Tax Revenue to be remitted	\$ 1,491.36
Remainder of Garbage Revenue	\$ 1,110.26

The water revenue during this period was \$35,616.44 which will be needed to remit the sales tax.

Please let me know if you have any questions.

Sincerely,

(b) (6)

Mike Walraven, P.E  
Operations Manager

**EOS Utility Services  
City of Uniontown  
Water/Sewer/Garbage Revenue Account  
October 26, 2019 to November 25, 2019**

Total Revenue (October 26 through November 25)	\$	88,309.67
Garbage Revenue Remitted to the City	\$	(13,110.26) *
Sales Tax Revenue to be remitted to City	\$	(1,491.36)
EOS Utility Services - November Operations	\$	(27,323.65)
Subtotal	\$	<u>46,384.40</u>
Remitted to the City	\$	23,192.20
Transferred to the Operations Fund	\$	<u>23,192.20</u>
Balance	\$	-

\* \$12,000.00 of revenue for 10/26 - 11/10 was sent to the City on 11/8/19.  
The remaining garbage revenue of \$1,110.26 is enclosed

**014643**

# Uniontown Deposits

November

10/26/19 thru 11/25/19

Date	Penalty	Sales Tax	Water	Sewer	Garbage	Total	Deposited	Difference
10/28/2019	\$ 52.87	\$ 6.88	\$ 386.05	\$ 165.20	\$ 171.42	\$ 782.42	\$ 782.42	\$ -
10/29/2019	\$ 39.93	\$ 6.80	\$ 168.60	\$ 138.60	\$ 182.60	\$ 536.53	\$ 536.53	\$ -
10/30/2019	\$ 8.43	\$ 5.14	\$ 129.00	\$ 123.00	\$ 130.00	\$ 395.57	\$ 395.57	\$ -
10/31/2019	\$ 31.09	\$ 11.73	\$ 313.55	\$ 237.20	\$ 378.66	\$ 972.23	\$ 972.23	\$ -
11/1/2019	\$ 7.98	\$ 69.82	\$ 1,771.01	\$ 1,272.74	\$ 1,549.70	\$ 4,671.25	\$ 4,671.25	\$ -
11/4/2019	\$ 6.28	\$ 31.75	\$ 1,853.90	\$ 481.25	\$ 713.96	\$ 3,087.14	\$ 5,864.93	\$ 2,777.79
11/5/2019	\$ 12.32	\$ 32.97	\$ 853.09	\$ 340.80	\$ 511.64	\$ 1,750.82	\$ 2,001.98	\$ 251.16
11/6/2019	\$ 34.35	\$ 696.73	\$ 17,480.85	\$ 19,105.15	\$ 761.61	\$ 38,078.69	\$ 38,078.69	\$ -
11/7/2019	\$ 34.75	\$ 26.15	\$ 768.57	\$ 621.20	\$ 769.22	\$ 2,219.89	\$ 2,219.89	\$ -
11/8/2019	\$ 29.06	\$ 200.43	\$ 5,296.37	\$ 5,137.87	\$ 3,280.59	\$ 13,944.32	\$ 13,914.68	\$ (29.64)
11/12/2019	\$ 11.18	\$ 268.30	\$ 2,973.19	\$ 1,371.20	\$ 1,058.95	\$ 5,682.82	\$ 7,077.87	\$ 1,395.05
11/13/2019	\$ 9.35	\$ 23.03	\$ 591.70	\$ 354.60	\$ 468.00	\$ 1,446.68	\$ 1,838.76	\$ 392.08
11/14/2019	\$ 11.76	\$ 3.60	\$ 92.66	\$ 141.10	\$ 141.36	\$ 390.48	\$ 453.99	\$ 63.51
11/15/2019	\$ 56.70	\$ 6.42	\$ 171.97	\$ 159.80	\$ 249.11	\$ 644.00	\$ 644.00	\$ -
11/18/2019	\$ 121.08	\$ 17.42	\$ 487.69	\$ 346.50	\$ 412.09	\$ 1,384.78	\$ 1,384.78	\$ -
11/19/2019	\$ 53.70	\$ 5.84	\$ 146.90	\$ 201.86	\$ 166.14	\$ 574.44	\$ 574.44	\$ -
11/20/2019	\$ 314.83	\$ 39.64	\$ 1,186.11	\$ 985.30	\$ 1,021.71	\$ 3,547.59	\$ 3,547.59	\$ -
11/21/2019	\$ 65.76	\$ 7.38	\$ 196.56	\$ 167.30	\$ 286.00	\$ 723.00	\$ 723.00	\$ -
11/22/2019	\$ 86.04	\$ 9.86	\$ 259.88	\$ 252.20	\$ 337.70	\$ 945.68	\$ 945.68	\$ -
11/25/2019	\$ 148.81	\$ 21.47	\$ 488.79	\$ 502.52	\$ 519.80	\$ 1,681.39	\$ 1,681.39	\$ -
<b>Totals</b>	\$ 1,136.27	\$ 1,491.36	\$ 35,616.44	\$ 32,105.39	\$ 13,110.26	\$ 83,459.72	\$ 88,309.67	\$ 4,849.95

014644

206-A Oak Mountain Circle  
Pelham, Alabama 35124

Tel. 205.396.3170  
Fax 205.581.8680



October 28, 2019

Mayor Jamaal Hunter  
City of Uniontown  
200 Front Street  
Uniontown, AL 36786

RE: Revenue Summary  
9/26/19 to 10/25/19

Dear Mayor Hunter,

Enclosed is a summary of the revenue received and payments made from the Revenue Checking Account for the period 9/26/19 to 10/25/19. Enclosed are the following checks.

Share of Water/Sewer Revenue	\$23,337.95
Sales Tax Revenue to be remitted	\$ 1,386.93
Remainder of Garbage Revenue	\$ 1,629.35

The water revenue during this period was \$36,426.57 which will be needed to remit the sales tax.

Please let me know if you have any questions.

Sincerely,

(b) (6)

Mike Walraven, P.E.  
Operations Manager

**EOS Utility Services  
City of Uniontown  
Water/Sewer/Garbage Revenue Account  
September 26, 2019 to October 25, 2019**

Total Revenue (September 26 through October 25)	\$	89,015.82
Garbage Revenue Remitted to the City	\$	(13,629.35) *
Sales Tax Revenue to be remitted to City	\$	(1,386.93)
EOS Utility Services - October Operations	\$	(27,323.65)
Subtotal	\$	<u>46,675.89</u>
Remitted to the City	\$	23,337.95
Transferred to the Operations Fund	\$	<u>23,337.94</u>
Balance	\$	-

\* \$12,000.00 of revenue for 9/26 - 10/10 was sent to the City on 10/10/19.  
The remaining garbage revenue of \$1,629.35 is enclosed

014646



# Uniontown Deposits

October

9/26/19 thru 10/25/19

Date	Penalty	Sales Tax	Water	Sewer	Garbage	Total	Deposited	Difference
9/26/2019	\$ 55.33	\$ 7.01	\$ 181.90	\$ 165.96	\$ 218.87	\$ 629.07	\$ 629.07	\$ -
9/27/2019	\$ 72.84	\$ 7.76	\$ 195.10	\$ 239.10	\$ 279.14	\$ 793.94	\$ 793.94	\$ -
9/30/2019	\$ 26.22	\$ 11.90	\$ 298.53	\$ 226.00	\$ 286.00	\$ 848.65	\$ 1,105.56	\$ 256.91
10/1/2019	\$ 29.24	\$ 39.79	\$ 1,000.20	\$ 950.64	\$ 1,040.00	\$ 3,059.87	\$ 3,059.87	\$ -
10/2/2019	\$ 34.29	\$ 36.12	\$ 927.02	\$ 455.80	\$ 635.66	\$ 2,088.89	\$ 2,088.89	\$ -
10/3/2019	\$ 12.21	\$ 37.48	\$ 973.30	\$ 599.30	\$ 724.04	\$ 2,346.33	\$ 2,346.33	\$ -
10/4/2019	\$ 13.66	\$ 602.87	\$ 15,106.40	\$ 16,548.40	\$ 917.12	\$ 33,188.45	\$ 33,474.04	\$ 285.59
10/7/2019	\$ 38.93	\$ 258.79	\$ 6,868.67	\$ 6,957.85	\$ 899.18	\$ 15,023.42	\$ 15,298.11	\$ 274.69
10/8/2019		\$ 8.98	\$ 225.40	\$ 161.10	\$ 208.00	\$ 603.48	\$ 1,332.72	\$ 729.24
10/9/2019	\$ 11.33	\$ 27.52	\$ 690.90	\$ 539.70	\$ 671.50	\$ 1,940.95	\$ 2,006.92	\$ 65.97
10/10/2019	\$ 34.98	\$ 126.92	\$ 3,048.98	\$ 2,033.26	\$ 3,230.86	\$ 8,475.00	\$ 8,475.00	\$ -
10/11/2019	\$ 37.11	\$ 56.43	\$ 2,584.59	\$ 1,296.60	\$ 742.16	\$ 4,716.89	\$ 4,716.89	\$ -
10/14/2019	\$ 66.02	\$ 8.00	\$ 172.39	\$ 237.96	\$ 308.08	\$ 792.45	\$ 1,193.94	\$ 401.49
10/15/2019	\$ 264.46	\$ 45.21	\$ 989.91	\$ 646.97	\$ 214.60	\$ 2,161.15	\$ 2,307.26	\$ 146.11
10/16/2019	\$ 14.31	\$ 1.62	\$ 40.70	\$ 48.70	\$ 44.92	\$ 150.25	\$ 150.25	\$ -
10/17/2019	\$ 34.74	\$ 2.48	\$ 73.20	\$ 95.40	\$ 130.00	\$ 335.82	\$ 275.01	\$ (60.81)
10/18/2019	\$ 47.76	\$ 7.14	\$ 234.63	\$ 131.10	\$ 152.98	\$ 573.61	\$ 573.61	\$ -
10/21/2019	\$ 79.05	\$ 7.63	\$ 253.70	\$ 287.23	\$ 286.00	\$ 913.61	\$ 913.61	\$ -
10/22/2019	\$ 103.72	\$ 11.93	\$ 381.89	\$ 271.40	\$ 360.74	\$ 1,129.68	\$ 1,129.68	\$ -
10/23/2019	\$ 375.46	\$ 49.62	\$ 1,278.40	\$ 1,191.92	\$ 1,269.04	\$ 4,164.44	\$ 4,164.44	\$ -
10/24/2019	\$ 200.46	\$ 25.17	\$ 616.51	\$ 637.28	\$ 780.65	\$ 2,260.07	\$ 2,260.07	\$ -
10/25/2019	\$ 58.89	\$ 6.56	\$ 284.25	\$ 141.10	\$ 229.81	\$ 720.61	\$ 720.61	\$ -
<b>Totals</b>	\$ 1,611.01	\$ 1,386.93	\$ 36,426.57	\$ 33,862.77	\$ 13,629.35	\$ 86,916.63	\$ 89,015.82	\$ 2,099.19

014647

From: [redacted]  
To: [redacted]  
Subject: Sent from Snipping Tool  
Date: Monday, Feb 28, 2022 11:52:50 AM  
Attachments: [redacted]

```
ADMILM01                                02/28/22
ADPS                                INQUIRY CODE LM          11:51:34
OPR ID V01003          LOAN CLOSING PREMANUSCRIPTING      PAGE 001
                                                    ***MORE***

CASE NUMBER 01 053 0636001386  NAME UNIONTOWN CITY OF
FUND CODE          9220  SUSPEND CODE          1  FLAG
LOAN NUMBER        02  SUSPEND CODE OBLGN      2  DATE OF STATUS          02/28/22
FULLY PAID CODE      LAST CONSEC LOAN NBR 03  UNCLSD ADVNC CDE          3
KIND CODE          52  TYPE OF PAYMENT CODE 2  -----NAME/ADDRESS-----
REPAYMENT PRD      30  FINAL YEAR OF LOAN 43  -1 PO BOX 1069
-----
-2 UNIONTOWN AL
NOTE INTEREST RATE                2.1250  -3
AMOUNT OF LOAN                2,505,000.00  -4
AMOUNT OBLIGATED                2,505,000.00  -----DATE-----
AMOUNT VOUCHERED                .00  OBLIGATION                08/08/12
CUMULATIVE VOUCHERS            2,505,000.00  LOAN                12/05/13
UNDISBURSED BALANCE            .00  AMORTIZATION EFFECTIVE    00/00/00
UNPAID INTEREST-ADVANCE      LAST PAYMENT                12/28/20
UNPAID INT-AMORTIZED ADVNC  LAST CHG/CR AMORTD ADVNC
TOTAL UNPAID INTEREST            52,708.58  -----
TOTAL PAYOFF AMOUNT            2,139,708.58  DATE NEXT INSTLMT DUE    01/01/22
                                           AMT NEXT INSTLMT DUE    119,348.75

SCREEN CDE: LM  SELECTION ID: 01 053 0636001386  LOAN: 02  ACCRUAL DTE: 022822
PRESS SHFT & F10 FOR FUNCTION KEY HELP (ALT & PF22 ON ADM OR CTRL & F2 ON GRD)
```

FW: CITY OF UNIC  
Golden, John  
Banks, Rita  
USDA 7 Yr

```
CASE NU
FUND CO
LOAN NU
FULLY
KIND CO
REPAYME
-----
NOTE IN
AMOUNT
AMOUNT
AMOUNT
CUMULA
UNDISBU
UNPAID
UNPAID
TOTAL U
TOTAL
SCREEN
PRESS :
```



# WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN, THE

**ALERT!** This entity is only available FOR OFFICIAL USE ONLY.

DUNS Unique Entity ID <b>117356433</b>	SAM Unique Entity ID <b>DY9GEQ6C7865</b>	CAGE / NCAGE <b>8FZ20</b>
Purpose of Registration <b>Federal Assistance Awards Only</b>	Registration Status <b>Active</b>	Expiration Date <b>Dec 13, 2022</b>
Physical Address <b>100 Front ST Uniontown, Alabama 36786 United States</b>	Mailing Address <b>100 Front ST Uniontown, Alabama 36786 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Alabama 07</b>	State / Country of Incorporation <b>Alabama / United States</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>Dec 14, 2021</b>	Submission Date <b>Dec 13, 2021</b>	Initial Registration Date <b>Dec 16, 2019</b>
--	--	--

## Entity Dates

Entity Start Date <b>Apr 2, 2019</b>	Fiscal Year End Close Date <b>Sep 30</b>
---	---

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>Non-Profit Organization</b>		

014649

**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments  
**No**

Debt Subject To Offset  
**No**

EFT Indicator  
**0000**

CAGE Code  
**8FZ20**

**Points of Contact****Electronic Business**

☎  
Clarence Black, Chairman

100 Front ST  
Uniontown, Alabama 36786  
United States

**Government Business**

☎  
Clarence Black, Chairman

100 Front ST  
Uniontown, Alabama 36786  
United States

**Service Classifications****NAICS Codes**

Primary

NAICS Codes

NAICS Title

**Disaster Response**

This entity does not appear in the disaster response registry.



**A NEW WAY TO SIGN IN** - If you already have a SAM account, use your **SAM email** for login.gov.

[Log In](#)

[Login.gov FAQs](#)

**ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 02/13/2021 from 8:00 AM to 1:00 PM.

## Entity Dashboard

Waterworks and Sewer Board of the City of Uniontown, The  
DUNS: 117356433 CAGE Code: 8FZ20  
Status: Active  
Expiration Date: 12/15/2021  
Purpose of Registration: Federal Assistance Awards Only

100 Front St  
Uniontown, AL, 36786  
UNITED STATES

### Entity Overview

### Entity Registration

#### Core Data

#### Assertions

#### Reps & Certs

#### POCs

### Exclusions

#### Active Exclusions

#### Inactive Exclusions

#### Excluded Family Members

[RETURN TO SEARCH](#)

### Entity Overview

#### Entity Registration Summary

**Name:** Waterworks and Sewer Board of the City of Uniontown, The

**Business Type:** Business or Organization

**Last Updated By:** Chris Harmon

**Registration Status:** Active

**Activation Date:** 12/15/2020

**Expiration Date:** 12/15/2021

#### Exclusion Summary

**Active Exclusion Records?** No



IBM-P-20210115-1535  
WWW7

[Search Records](#) [Disclaimers](#) [FAPHS.gov](#)  
[Data Access](#) [Accessibility](#) [GSA.gov/IAE](#)  
[Check Status](#) [Privacy Policy](#) [GSA.gov](#)  
[About](#) [USA.gov](#)  
[Help](#)

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.





**A NEW WAY TO SIGN IN** - If you already have a SAM account, use your **SAM email** for login.gov.



[Login.gov FAQs](#)

**ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 02/13/2021 from 8:00 AM to 1:00 PM.

## Entity Dashboard

### Entity Overview

### Entity Registration

#### Core Data

#### Assertions

#### Reps & Certs

#### POCs

### Exclusions

#### Active Exclusions

#### Inactive Exclusions

#### Excluded Family Members

[RETURN TO SEARCH](#)

Waterworks and Sewer Board of the City of Uniontown, The  
DUNS: 117356433 CAGE Code: 8FZ20  
Status: Active  
Expiration Date: 12/15/2021  
Purpose of Registration: Federal Assistance Awards Only

100 Front St  
Uniontown, AL, 36786  
UNITED STATES

### Entity Registration

#### Page Description

This page contains a view of the entire Entity Registration record. To print or save a copy of this registration, select Print. To view a specific section of the registration, select one of the sub-navigation links (for example, Core Data or POCs) under Entity Registration. To access a previous version of this registration, pick from the record drop-down list then select View Selected Record. The page will reload to display the record.

PRINT

Current Record

View Selected Record

DUNS Number:

117356433

D&B Legal Business Name:

Waterworks and Sewer Board of the City of Uniontown, The

Doing Business As:

(none)

#### Core Data

#### Business & TIN Information:

##### Business Information:

Business Start Date: 04/02/2019

Fiscal Year End Close Date: 09/30

Company Division Name:

Company Division Number:

Corporate URL:

Congressional District: AL 07

Initial Registration Date: 12/16/2019

Submission Date: 12/15/2020

Activation Date: 12/15/2020

Expiration Date: 12/15/2021

##### Physical Address:

Address Line 1: 100 Front St

City: Uniontown

State/Province: AL

Country: UNITED STATES

ZIP/Postal Code: 36786

Mailing Address:

**014652**



Address Line 1: 100 Front St  
Address Line 2:  
City: Uniontown  
State/Province: AL  
Country: UNITED STATES  
ZIP/Postal Code: 36786

**CAGE/NCAGE Code**

CAGE: 8FZ20

**General Information**

Country of Incorporation: UNITED STATES  
State of Incorporation: AL

**Business Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the [SBA's Dynamic Small Business Search](#) if the entity completed the SBA Supplemental Pages during registration.

**Entity Structure**

Corporate Entity (Tax Exempt)

**Profit Structure**

Non-Profit Organization

**Entity Type**

Business or Organization

**Purpose of Registration**

Federal Assistance Awards

**Financial Information**

Do you accept credit cards as a method of payment? No

**Account Details:**

CAGE Code: 8FZ20

**Electronic Funds Transfer:****Automated Clearing House (ACH):****Executive Compensation Questions**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

**Proceedings Questions**

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

**SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results: **Yes**

**Representations and Certifications****Grants Certifications**

The Grants Certifications are a common set of certifications and representations required by Federal statutes or regulations in accordance with the grants guidance under Title 2 of the Code of Federal Regulations (2 CFR 200.208 Certifications and Representations). Those non-Federal entities who intend to apply for, or are already recipients of Federal grants or agreements, must read and agree to the corresponding certifications and representations. Registrants who reply yes to the following question are required to keep these certifications and representations current, accurate, and complete as part of their entity registration.

Does Waterworks and Sewer Board of the City of Uniontown, The wish to apply for a Federal financial assistance project or program, or is Waterworks and Sewer Board of the City of Uniontown, The currently the recipient of funding under any Federal financial assistance project or program? **Yes**

**Points of Contact****Mandatory Points of Contact:****Accounts Receivable POC****Electronic Business POC**

Title:	Chairman
First Name:	Clarence
Middle Name:	
Last Name:	Black
US Phone:	(334)628-4723
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	100 Front St
Address Line 2:	
City:	Uniontown
State/Province:	AL
Country:	UNITED STATES
ZIP/Postal Code:	36786

**Government Business POC**

Title:	Chairman
First Name:	Clarence
Middle Name:	

**014654**

Last Name:	Black
US Phone:	(334)628-4723
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	100 Front St
Address Line 2:	
City:	Uniontown
State/Province:	AL
Country:	UNITED STATES
ZIP/Postal Code:	36786

Optional Points of Contact:



IBM-P-20210115-1535  
WWW7

- |                                |                                |                             |
|--------------------------------|--------------------------------|-----------------------------|
| <a href="#">Search Records</a> | <a href="#">Disclaimers</a>    | <a href="#">FAPIS.gov</a>   |
| <a href="#">Data Access</a>    | <a href="#">Accessibility</a>  | <a href="#">GSA.gov/IAE</a> |
| <a href="#">Check Status</a>   | <a href="#">Privacy Policy</a> | <a href="#">GSA.gov</a>     |
| <a href="#">About</a>          |                                | <a href="#">USA.gov</a>     |
| <a href="#">Help</a>           |                                |                             |

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

---

# The Waterworks and Sewer Board of the City of Uniontown

---

**January 7, 2020**

FEDERAL SERVICE DESK  
ATTN: SAM.GOV REGISTRATION PROCESSING  
460 INDUSTRIAL BLVD  
LONDON, KY 40741-7285  
UNITED STATES OF AMERICA

SUBJECT: Information Required to Activate SAM Entity Registration

## **Purpose of Letter**

The purpose of this letter is to formally appoint an Entity Administrator for the named Entity and to attest to the accuracy of the information contained in the entity registration.

## **Designation of Entity Administrator**

I, **Clarence Black**, the below signed individual, hereby confirm that the appointed Entity Administrator is an authorized officer, agent, or representative of the Entity. This letter authorizes the appointed Entity Administrator to manage the Entity's registration record, its associated users, and their roles to the Entity, in the System for Award Management (SAM).

## **Entity Covered by this Letter**

**DUNS® Number:** 117356433  
**Legal Business Name:** The Waterworks and Sewer Board of the City of Uniontown  
**Physical Address:** 100 Front Street, Uniontown, AL 36786

## **Entity Administrator Contact Information**

**Full Name:** Clarence Black  
**Phone Number:** (334) 628-4723  
**Email Address:** rwhite@alruralwater.com

*\*The Entity Administrator must have an individual user account in SAM associated with the email address listed.*

---

## **Account Administration Preference**

### **☒ Self-Administration Confirmation**

For the purpose of registering with the United States Government through the online System for Award Management (SAM), I do not authorize any third party to act on behalf of the Entity listed above. I have checked the Self-Administration Confirmation box to indicate that the designated Entity Administrator is not a third-party agent.

## **Attestation**

I, the below-signed, attest to the following:

- All information contained in this letter is complete and accurate.
- The designated Entity Administrator listed above has an individual SAM User Account created with the email address provided in this letter.
- The banking information provided for Electronic Funds Transfer on the Financial Information Page in the SAM.gov registration for the Entity above is correct and accurate.

Respectfully,

**Clarence Black**  
**Chairman of the Board**  
**rwhite@alruralwater.com**  
**The Waterworks and Sewer Board of the City of Uniontown**  
**100 Front Street, Uniontown, AL 36786**

---

TO BE COMPLETED BY NOTARY  
(in accordance with State notary requirements)

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
(month), \_\_\_\_\_ (year), by Jerena Webb, Office Manager of the Alabama  
Rural Water Association.

\_\_\_\_\_ Personally Known

\_\_\_\_\_ Produced Identification

Type of ID and Number on ID \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary  
(Typed, Stamped or Printed)

Notary Public, State of  
\_\_\_\_\_



Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b>		
<input type="checkbox"/> Preapplication		
<input checked="" type="checkbox"/> Application		
<input type="checkbox"/> Changed/Corrected Application		
<b>* 2. Type of Application:</b>		
<input checked="" type="checkbox"/> New		
<input type="checkbox"/> Continuation		
<input type="checkbox"/> Revision		
<b>* If Revision, select appropriate letter(s):</b>		
<input type="text"/>		
<b>* Other (Specify)</b>		
<input type="text"/>		
<b>* 3. Date Received:</b>		
08/14/2018		
<b>4. Applicant Identifier:</b>		
835057256		
<b>5a. Federal Entity Identifier:</b>		
<input type="text"/>		
<b>* 5b. Federal Award Identifier:</b>		
<input type="text"/>		
<b>State Use Only:</b>		
<b>6. Date Received by State:</b>		
<input type="text"/>		
<b>7. State Application Identifier:</b>		
<input type="text"/>		
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b>		
City of Uniontown		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b>		
636001386		
<b>* c. Organizational DUNS:</b>		
001630136		
<b>d. Address:</b>		
<b>* Street 1:</b>		
100 Front Street		
<b>Street 2:</b>		
<input type="text"/>		
<b>* City:</b>		
Uniontown		
<b>County/Parish:</b>		
Perry		
<b>* State:</b>		
AL		
<b>Province:</b>		
<input type="text"/>		
<b>* Country:</b>		
USA: UNITED STATES		
<b>* Zip / Postal Code:</b>		
36786		
<b>e. Organizational Unit:</b>		
<b>Department Name:</b>		
<input type="text"/>		
<b>Division Name:</b>		
<input type="text"/>		
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b>		
Mr		
<b>* First Name:</b>		
Jamaal		
<b>Middle Name:</b>		
<input type="text"/>		
<b>* Last Name:</b>		
Hunter		
<b>Suffix:</b>		
<input type="text"/>		
<b>Title:</b>		
Customer Contact		
<b>Organizational Affiliation:</b>		
<input type="text"/>		
<b>* Telephone Number:</b>		
(334) 628-2011		
<b>Fax Number:</b>		
(334) 628-2028		
<b>* Email:</b>		
(b) (6) @gmail.com		

014659

## Application for Federal Assistance SF-424

### 9. Type of Applicant I - Select Applicant Type:

C. City or Township Government

Type of Applicant 2- Select Applicant Type:

0

Type of Applicant 3- Select Applicant Type:

0

\* Other (specify):

### \* 10. Name of Federal Agency:

Water And Environmental

### 11. Catalog of Federal Domestic Assistance Number:

Sewer

CFDA Title:

### \* 12. Funding Opportunity Number:

\* Title:

### 13. Competition Identification Number:

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Uniontown Collection, US 80 Corrido

Add Attachments

Delete Attachments

View Attachments

### \* 15. Descriptive Title of Applicant's Project:

Sewer

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

014660

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**\* a. Applicant \* b. Program/Project 

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**\* a. Start Date: \* b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="\$24,292,646.00"/>
* b. Applicant	<input type="text" value="\$0.00"/>
* c. State	<input type="text" value="\$0.00"/>
* d. Local	<input type="text" value="\$0.00"/>
* e. Other	<input type="text" value="\$8,097,548.50"/>
* f. Program Income	<input type="text" value="\$0.00"/>
* g. TOTAL	<input type="text" value="32,390,194.5"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☒ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (if "Yes", provide explanation.)**☒ Yes ☐ No

If "Yes, provide explanation and attach.

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

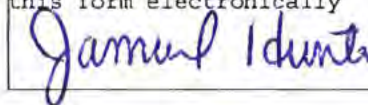
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative: Jamaal Hunter, generated and signed this form electronically

\* Date Signed: **014661**

## Interview Questions

Application Id: 3005629 | Borrower Name: City of Uniontown

Question	Answer
Which Rural Utilities Service (RUS), Rural Development (RD) Program Area are you requesting funds from?	Water And Environmental
Please validate the Legal Name is correct for the application you are creating.	City of Uniontown
Is this your entity's first application with Rural Utilities Service (RUS), Rural Development (RD)?	No
Please validate the State and County are correct for the application you are creating.	Perry, Alabama
What type of loan/grant are you applying for?	Sewer
Do you have a current loan with Rural Utilities Service (RUS), Rural Development (RD)?	Yes
Will these funds be used for Construction?	Yes
Are you requesting funds under the Emergency and Imminent Community Water Assistance Grants (ECWAG) Program in conjunction with an emergency event such as, but not limited to, drought, earthquake, flood, tornado, hurricane, disease breakout, chemical spill, leakage, or seepage?	No
Will project enlarge, extend or otherwise modify existing facilities?	Yes
Will project serve additional rural residents?	No
Is project necessary to alleviate a health or sanitary issue?	Yes
Select the one that best describes your organization:	Public Body

014662



## Customer Screen

Application Id: 3005629 | Borrower Name: City of Uniontown

### General Information

Legal Name:	City of Uniontown	Primary Borrower ID:	835057256
Organizational Description:	City Council & Mayor - Private management company provides Water & Sewer Services	DUNS #:	001630136
Type of Applicant:	Municipal	CAGE Code:	5R9J7
Civil Rights:	NA	Regular Board Meeting (Held On):	1st & 3rd Mondays @ 5:00pm
Fiscal Year End Date:	09/30	SAM-CCR Expiration Date:	03/19/2019
Entity Type:	Public Body	Comments:	A US Tax Court Debt and does not make the applicant ineligible for USDA-RD funding as per RUS Instruction 1780 Section 1780.7(g).
Faith Based:	N		
Is the applicant delinquent on any Federal Debt?:	Yes		

### Address

Address Type	Street 1	Street 2	City	State	Zipcode	County	Congressional District
Headquarters	100 Front Street		Uniontown	AL	36786	Perry	7

### Key Contacts

Type	Pre	First Name	Last Name	Org.	Phone #	Cell #	Fax #	Email Address
Customer Contact	Mr	Jamaal	Hunter	Mayor	334-628-2011	(b) (6)	334-628-2028	(b) (6)@gmail.com

014663

## Facilities - Facilities Details

Application Id: 3005629 | Borrower Name: City of Uniontown

### Facility Details

#### Describe the Current Facility before Improvement

The City of Uniontown operates a three cell lagoon to treat the city's domestic and industrial wastewater. This treated effluent is pumped 4.6 miles south of town and dispersed overland via a spray field for final treatment. The collection system consist of 21 miles of piping and nine pumping stations to the lagoon. The lagoon currently has two major pieces of equipment that cannot be operated. The first is the automatic screen that separates larger particles from the influent and deposits them in a container for disposal. The other is the Ultra Violet Disinfection System. These systems are not operable due to constant flooding shorting out the electronics. The flooding is caused by the collection system essentially draining ground water from the city. The spray field is past its expected usefulness due to excessive amounts of effluent it has experienced. The spray field is very limited to its final treatment capabilities. Due to the excessive influent from the collection system the lagoon overflows its dykes approximately 150 days of the year into Cottonwood Creek. The spray field overflows its dykes every day of the year into Freetown Creek. The collection system is comprised mostly of brick manholes connecting the main collection lines. The collection system was constructed in the late 40's and early 50's according to dates found on some of the manhole lids. The bricks and the mortar between the bricks have deteriorated to the point that there is very little mortar between the joints and bricks have fallen into the bottom of the manholes and have been carried downstream into the sewer lines. The deterioration allows ground water to enter the manholes during wet periods diluting the sewage and creating more effluent for the lagoon to treat. The collection lines are mostly made of "Tera Cotta Clay". These clay pipes have deteriorated to the point that they are comparable to Swiss Cheese. Video data shows that there are numerous cracks, holes, broken sections, and collapses throughout the entire collection system. Uniontown is currently under a consent order from ADEM and a court order from the Perry County Circuit Court to cease discharging unpermitted effluent into Cottonwood Creek and Freetown Creek.

#### Describe the Current Facility after Improvement

The collection system will be rehabilitated. The manholes will either be lined with a structural limestone cement or replaced with new concrete manholes. The main sewer lines will be corrected through complete replacement, pipe-bursting, or slip lining. The laterals will be videoed and replaced as needed. The headworks will have a new automatic screen to remove solids from the collection system. The influent from Uniontown's collection system will be pumped to the City of Demopolis for treatment. The existing spray field will be decommissioned and reclaimed. The lagoon will be decommissioned and reclaimed.



## Facilities - Sewer

Application Id: 3005629 | Borrower Name: City of Uniontown

### Sewer Details

National Pollutant Discharge Elimination System (NPDES Permit #)	AL0063657
Wastewater Collection Type	Conventional Gravity Effluent Pumps Pump Station/Forcemain
Water Treatment Types:	Description:
Physical Unit Operations	Screening Sedimentation Stabilization Ponds Aeration
Chemical Unit Processes	
Suspended Growth Biological Treatment	Aerated Lagoons
Attached Growth Biological Treatment	
Anaerobic Treatment	
Advanced Wastewater Treatment	
Disinfection	Ultraviolet
Biosolids	Land Application
If Wastewater Treatment is by Contract - cost per 1,000 gallons or per 100 Cubic Feet	Per 1,000 Gallon
Wastewater Discharge Type	Spray Irrigation

**014665**

## Facility Sites

Application Id: 3005629 | Borrower Name: City of Uniontown

Facilities Sites								
Facility Type	Description	Street 1	Street 2	City	State	Zip Code	County	Congressional District
Pump Station	Rabbit Yard	Old Greensboro Rd		Uniontown	AL	36786	Perry	7th
Pump Station	Fish Plant	Cane Break Street		Uniontown	AL	36786	Perry	7th
Pump Station	Cane Break	Cane Break Street		Uniontown	AL	36786	Perry	7th
Pump Station	Horne Lone Hill	US 80		Uniontown	AL	36786	Perry	7th
Pump Station	Prison	US 80		Uniontown	AL	36786	Perry	7th
Pump Station	Old Mitchel Lane	3rd Ave south		Uniontown	AL	36786	Perry	7th
Pump Station	Air Port Road	Highway 1		Uniontown	AL	36786	Perry	7th
Pump Station	53 Station	Co Rd 53		Uniontown	AL	36786	Perry	7th
Primary Facility	Uniontown Lagoon	933 Lucian Street		Uniontown	AL	36786	Perry	7th
Pump Station	65 Station	Highway 65		Uniontown	AL	36786	Perry	7th
Pump Station	Leroy Brown	Leroy Brown Rd		Uniontown	AL	36786		7th
Discharge Point	Spray Field	Kelly File Rd		Uniontown	AL	36786		7th

## Facilities - Land Rights

Application Id: 3005629 | Borrower Name: City of Uniontown

### Land Rights

Number of Acres To be Acquired - Fee Simple

Number of Acres To be Acquired - Lease

Acres To be Acquired - Purchase Price

Acres To be Acquired - Value

Number of Acres Now Owned - Fee Simple 87.0

Number of Acres now Owned - Lease

Acres now Owned - Purchase Price

Acres now Owned - Value

Describe Other Rights (such as water rights or rights-of-way)\*

Uniontown has the water rights and operates two wells for the city's potable water.

## Volume/Flow - Connections Information

Application Id: 3005629 | Borrower Name: City of Uniontown

Unless retail sewer collection is metered, water usage numbers will be used to determine sewer volumes.

### Connections Information

Do you sell water (or provide waste disposal service) to residential, industrial, or business users?	Yes
Total gallons sold to residential and other customers (do not include wholesale)	98,700,317
Of the Total Annual Gallons Sold, how many Gallons were Sold to Single Family Dwellings?	41,425,349
What are the Total Number of Connections on the System?	820
Of the total Number of Connections, how many are Single Family Dwellings?	787
What is the total annual revenue from residential and other customers (do not include wholesale)?	\$383,790
Will you be adding new connections with this project?	No

## Volume/Flow - Wholesale

Application Id: 3005629 | Borrower Name: City of Uniontown

Do you provide contracted bulk sewer treatment?

No

## Balance Sheet

Application Id: 3005629 | Borrower Name: City of Uniontown

### Enterprise - Current Assets

Date of Financial Information: 2018-07-12

What is the total cash that the facility has in its bank account(s)? \$-1,394,794.18

Do you have any Certificate of Deposits or other term certificates in addition to the cash listed above? No

If yes, please list individually:

Certificate Holder	Certificate Amount	Reason for Certificate
--------------------	--------------------	------------------------

Does your facility require customer deposits as a part of receiving services from the facility? Yes

If Yes, what is the amount of customer deposits that the facility currently has on its financial records.

Name of Institute	Deposit Amount	Type of Account Holding Deposits
Cadence Bank	\$25.00	Checking

Does your facility have any other accounts that are considered as restricted cash per other covenants or agreements that has been entered into? No

Name of Institute	Deposit Amount	Type of Account Holding Deposits
-------------------	----------------	----------------------------------

What is the amount of your accounts receivables? \$11,412.69

What is the history of your accounts receivables, such as they are increasing, decreasing, or remaining the same year after year. Remaining The Same

What collection policies do you have in place to reduce your accounts receivables? Mayor issues payment plans on case by case basis.

### Enterprise - Current Liabilities

What current bills do you have as of the date you are completing this information. This would include accounts payables, current portion of long term debt.

Current Bill	Payment Amount	Payment Due Date
--------------	----------------	------------------

014670



## Financials - Other Income

Application Id: 3005629 | Borrower Name: City of Uniontown

### Other Income

Type of Income	Description	Yearly Income
Not Applicable		
Total:		\$ 0.00

**014671**

## Financials - Reserves & Short-Lived Assets

Application Id: 3005629 | Borrower Name: City of Uniontown

Does the applicant have any Short Lived Assets to report? Yes

### Reserves & Short-Lived Assets

Description	Replacement Cost	Useful Life	Annual Reserve
22 Sewer Pumps in 11 Lift Stations	\$264,000.00	6-10 Years	\$26,400.00
Total	\$264,000.00		\$26,400.00
Comments			

014672

## Financials - Proposed Funding

Application Id: 3005629 | Borrower Name: City of Uniontown

### Proposed Funding

RD Amount	\$24,292,645.09
Applicant	
Federal	
State	
Local	
Other	\$8,097,548.36
Total Proposed Funding	\$32,390,193.45

## Financials - Debt

Application Id: 3005629 | Borrower Name: City of Uniontown

Does the applicant have any Existing Debt with Terms or Other Funding sources with Terms to report?

Yes

### Existing and Proposed Debt

Type of Loan	Owed To	Balance Owed	Terms (yrs)	Date of First Payment	Annual Payment	Annual Reserve	Reserve on Hand	Interest Rate	Due Date
Existing USDA Loan	USDA-RD	2333537.0	30	05/07/2014	\$118,938.00	\$72,748.00	\$59,270.00	2.1250%	01/01/2019

### Debt - Details

Initial Issuance Amount 2505000.0

Purpose Sewer Improvements

Security Revenue Pledge

Income Source Collections of services rendered (waste water treatment) from customers.

014674

## Financials - Proposed O&M

Application Id: 3005629 | Borrower Name: City of Uniontown

What do you anticipate your annual Operation and Maintenance Expenses to be for your facility in the first year of operation once the proposed project has been completed?

Using the information from the Preliminary Engineering Report, enter the data below:

### Proposed O&M

Expense Item	Description	Annual Amount
Contract Services - Other	Collection System Maintenance and Operation	\$70,000.00
Contract Waste Treatment	Demopolis Treatment Fees	\$480,000.00
Repairs/Maintenance	Repairs of equipment	\$43,000.00
Supplies	Materials	\$15,000.00
Utilities	Power	\$15,000.00
Total		\$623,000.00

014675

## Service Area: Main Screen

Application Id: 3005629 | Borrower Name: City of Uniontown

### Service Area

Service Area Name	Population	Square Miles	% of Rural vs. Urban
Uniontown Collection	2826	12.05	100%
Uniontown Collection Alternate	0	0.0	0%

### Service Area - Edit/View Data

Service Area

**\* Program Type**

Water And Environmental

**\* Area Name**

Uniontown Collection

Uniontown Collection	Existing	Alternate
Total Population	2826	0
Total Square Miles	12.05	0.0
Percent of Rural vs. Urban	100%	0%

Explanation for Changes in Detail

014676



## Service Area: Main Screen

Application Id: 3005629 | Borrower Name: City of Uniontown

### Service Area

Service Area Name	Population	Square Miles	% of Rural vs. Urban
US 80 Corridor	1858	7.53	100%
US 80 Corridor Alternate	0	0.0	0%

### Service Area - Edit/View Data

Service Area

#### \* Program Type

Water And Environmental

#### \* Area Name

US 80 Corridor

US 80 Corridor	Existing	Alternate
Total Population	1858	0
Total Square Miles	7.53	0.0
Percent of Rural vs. Urban	100%	0%

Explanation  
for Changes  
in Detail

014677

# Application for Federal Assistance SF-424

**\* 1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☒ New  
☐ Continuation  
☐ Revision

**\* If Revision, select appropriate letter(s):**

**\* Other (Specify):**

**\* 3. Date Received:**

08/14/2018

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**

8FZ20

**5b. Federal Award Identifier:**

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:**

The Waterworks and Sewer Board of the City of Uniontown

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

36-4947524

**\* c. Organizational DUNS:**

0000117356433

**d. Address:**

**\* Street1:**

1055 Washington Street

**Street2:**

**\* City:**

Uniontown

**County/Parish:**

Perry

**\* State:**

AL: Alabama

**Province:**

**\* Country:**

USA: UNITED STATES

**\* Zip / Postal Code:**

36786

**e. Organizational Unit:**

**Department Name:**

**Division Name:**

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:**

Mr.

**\* First Name:**

Clarence

**Middle Name:**

**\* Last Name:**

Black

**Suffix:**

**Title:**

Chairman of the Board

**Organizational Affiliation:**

**\* Telephone Number:**

334-715-1845

**Fax Number:**

**\* Email:**

cblack@uwwsb.com

014678

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

N: Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)

### Type of Applicant 2: Select Applicant Type:

### Type of Applicant 3: Select Applicant Type:

### \* Other (specify):

### \* 10. Name of Federal Agency:

USDA-Rural Development-Water and Environmental Programs

### 11. Catalog of Federal Domestic Assistance Number:

10.760

### CFDA Title:

Water & Waste Disposal Systems for Rural Communities

### \* 12. Funding Opportunity Number:

### \* Title:

### 13. Competition Identification Number:

### Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

Rehab of sewer collection and treatment system. Also install new lines and pump stations to send sewage to neighboring city for treatment.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

014679

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**\* a. Applicant \* b. Program/Project 

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**\* a. Start Date: \* b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="23,437,500.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text" value="3,287,500.00"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text" value="4,525,000.00"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="31,250,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☒ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title: \* Telephone Number:  Fax Number: \* Email: \* Signature of Authorized Representative:  \* Date Signed: **014680**

### BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 10,000.00	\$	\$ 10,000.00
2. Land, structures, rights-of-way, appraisals, etc.	\$ 80,000.00	\$	\$ 80,000.00
3. Relocation expenses and payments	\$	\$	\$
4. Architectural and engineering fees	\$ 2,857,240.00	\$	\$ 2,857,240.00
5. Other architectural and engineering fees	\$	\$	\$
6. Project inspection fees	\$	\$	\$
7. Site work	\$	\$	\$
8. Demolition and removal	\$	\$	\$
9. Construction	\$ 25,424,000.00	\$	\$ 25,424,000.00
10. Equipment	\$ 130,000.00	\$	\$ 130,000.00
11. Miscellaneous	\$ 206,360.00	\$	\$ 206,360.00
12. SUBTOTAL (sum of lines 1-11)	\$ 28,707,600.00	\$	\$ 28,707,600.00
13. Contingencies	\$ 2,542,400.00	\$	\$ 2,542,400.00
14. SUBTOTAL	\$ 31,250,000.00	\$	\$ 31,250,000.00
15. Project (program) income	\$	\$	\$
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 31,250,000.00	\$	\$ 31,250,000.00
<b>FEDERAL FUNDING</b>			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter eligible costs from line 16c Multiply X % Enter the resulting Federal share.			\$ 0.00

**014681**



### BUDGET INFORMATION - Construction Programs

*NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.*

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
2. Land, structures, rights-of-way, appraisals, etc.	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
3. Relocation expenses and payments	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
4. Architectural and engineering fees	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
5. Other architectural and engineering fees	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
6. Project inspection fees	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
7. Site work	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
8. Demolition and removal	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
9. Construction	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
10. Equipment	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
11. Miscellaneous	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
12. SUBTOTAL <i>(sum of lines 1-11)</i>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
13. Contingencies	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
14. SUBTOTAL	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
15. Project (program) income	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
16. TOTAL PROJECT COSTS <i>(subtract #15 from #14)</i>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
<b>FEDERAL FUNDING</b>			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter eligible costs from line 16c Multiply X <input style="width: 50px;" type="text"/> % Enter the resulting Federal share.			\$ <input style="width: 100%;" type="text"/>

014682



### BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 10,000.00	\$	\$ 10,000.00
2. Land, structures, rights-of-way, appraisals, etc.	\$ 80,000.00	\$	\$ 80,000.00
3. Relocation expenses and payments	\$	\$	\$
4. Architectural and engineering fees	\$ 2,857,240.00	\$	\$ 2,857,240.00
5. Other architectural and engineering fees	\$	\$	\$
6. Project inspection fees	\$	\$	\$
7. Site work	\$	\$	\$
8. Demolition and removal	\$	\$	\$
9. Construction	\$ 25,424,000.00	\$	\$ 25,424,000.00
10. Equipment	\$ 130,000.00	\$	\$ 130,000.00
11. Miscellaneous	\$ 206,360.00	\$	\$ 206,360.00
12. SUBTOTAL (sum of lines 1-11)	\$ 28,707,600.00	\$	\$ 28,707,600.00
13. Contingencies	\$ 2,542,400.00	\$	\$ 2,542,400.00
14. SUBTOTAL	\$ 31,250,000.00	\$	\$ 31,250,000.00
15. Project (program) income	\$	\$	\$
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 31,250,000.00	\$	\$ 31,250,000.00
<b>FEDERAL FUNDING</b>			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 75 %		\$ 23,437,500.00

**014683**

# ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
<div style="border: 1px solid black; height: 40px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>
APPLICANT ORGANIZATION	DATE SUBMITTED
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>

SF-424D (Rev. 7-97) Back

**SF-424 Application for Federal Assistance –**

**The Waterworks and Sewer Board of the City of Uniontown**

• **CUT = City of Uniontown**

1. Type of Submission – Unsure – used CUT application info
2. Type of Application – Unsure – checked New
3. Date Received – Unsure – left blank
4. Applicant Identifier – put in CPAP ID. Is this correct?
- 5 a. Fed Entity # - unsure – put in Cage # from SAM.gov
- 5 b. Fed Award # - unsure – left blank
6. Date Received by State – Unsure – left blank
7. State App # - Unsure – left blank
- 8a. Legal Name – correct
- 8b. EIN – got off CPAP
- 8c. DUNS – got off CPAP
- 8d. Address – got off CPAP
- 8e. Departmental Name – unsure – left blank  
Division Name – unsure – left blank
- 8f. Contact Person – took Mr. Black off CPAP
9. Type of Applicant – Unsure – based off of SAM info
10. Name of Fed Agency – Unsure – put everything
11. Catalog of Fed Domestic Asst # - Put 10.763 – took from City of Uniontown CPAP file  
CFDA Title – Googled above #
12. Funding Opportunity # & title - unsure – left blank
13. Competition ID # & title – unsure – left blank
14. Areas Affected by Project – copied from CUT CPAP file (do I need to attach anything?)
15. Descriptive Title of Applicants Project – Put very vague description. How detailed should this be or should I just add attachments from file?
- 16 a & b. – form wouldn't allow me to type in cell. CPAP file shows AL-07 for both. Correct?
- 17 a 7 b. Proposed project start & end date – unsure – left blank

18. Estimated Funding – Took figures from original LOC dated 9-24-18 which showed grant of \$23,437,500. The Amendment to LOC dated 1-22-20 shows grant of \$22,437,500...is this a typo or have the #'s changed?

19. Subject to Review by State under Exec Order 12372 Process – unsure – left blank

20. Applicant delinquent on any Fed Debt – unsure – Unable to pull DNP b/c don't have lincpass yet

21. Authorized Representative – assume it is Mr. Black, Chairman of the Board. Need to verify phone # and get an email address.

SF – 424 C & D. Able to find fillable forms but not sure where to find info



REPORT ON SERVICING ACTION

Name of Borrower: The Waterworks and Sewer Board of the City of Uniontown	State AL	County Perry	Case No. 36-4947524
--	-------------	-----------------	------------------------

Address: 1055 Washington Street Uniontown, AL 36786	Type of Assistance: Loan <input checked="" type="checkbox"/> Insured <input type="checkbox"/> Direct <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Date Facility Placed in Operation: 04/30/2019
---	---

Section I (Complete for all financial assistance)

1. Rural Development Financial Assistance History

Loan Amounts Schedule (Initial first)	Date Closed	Int. Rate	No. Yrs	Principal Balance	Interest Accrued	Ahead (Behind) Principal	Ahead (Behind) Interest
\$ 2,505,000.00	12/05/2013	2.125	30	2,087,000.00	50,157.02	-44,348.75	-75,000.00
\$							
\$							
\$							
\$							
\$							
\$							
\$							

Grant Amounts (Initial first)	Date Closed
\$ 2,293,676.98	12/05/2013
\$	
\$	
\$	

Principal & interest balances as of 02/08/2022 for \$ 2,137,157.02

Annual / ☒ / Monthly / ☐ / Payment \$ 119,755.00

Membership or Connection fee \$ \_\_\_\_\_

Monthly dues or user rate \$ \_\_\_\_\_

**014688**



2. Debts Owed - Non Rural Development

To Whom Owed	Amount	Payment Annual <input type="checkbox"/> Monthly <input type="checkbox"/>	Amount Ahead (Delinquent)	Loan Purpose	How Secured
_____	\$ _____	\$ _____	\$ _____	_____	_____
_____	\$ _____	\$ _____	\$ _____	_____	_____
_____	\$ _____	\$ _____	\$ _____	_____	_____
_____	\$ _____	\$ _____	\$ _____	_____	_____

Were Outside Debts Authorized by Rural Development?

\_\_\_\_\_

3. Present Market Value: (required for subordination, sales, transfers, exchanges, assumptions & mergers)

Land	\$ _____	Value determined by:	
Building	\$ _____	Appraisal report	<input type="checkbox"/>
Equipment	\$ _____	(enclose copy)	<input type="checkbox"/>
Other	\$ _____	Estimate	<input type="checkbox"/>
Total	\$ _____ 0.00	Other	<input type="checkbox"/>

4. Memberships' Users (Recreation, Water & Waste)

(a) Number required at closing \_\_\_\_\_

(b) Actual at closing \_\_\_\_\_

(c) Members-Users, last 5 years \_\_\_\_\_  
Year: ( ) ( ) ( ) ( ) ( )

(d) Explain lower than required membership at loan closing and decreases in recent years.

\_\_\_\_\_

(e) Amount of delinquency in dues or charges \$ \_\_\_\_\_ as of \_\_\_\_\_.  
Number of members-users delinquent \_\_\_\_\_

(f) Past steps taken to increase members-users. \_\_\_\_\_

(g) Can members be assessed? \_\_\_\_\_ If yes, when? \_\_\_\_\_

5. Occupancy, Patient Days, Clinic Visits (Health Care)  
(As appropriate)

(a) At loan closing \_\_\_\_\_

(b) Past 5 years      \_\_\_\_\_  
                                 (        ) (        ) (        ) (        ) (        )

(c) Reasons for decreases in recent years.

---

---

---

---

Section II

Complete The Following, As Appropriate, For All Servicing Actions Except Subordination & Lease Of Security

1. Type of action requested:

☒ Reamortization    ☐ Liquidation    ☐ Sale or Exchange    ☐ Transfer & Assumption  
☐ Merger

2. Description of the facility.

---

---

---

---

3. Describe the problem.

---

---

---

---

4. Condition of Facilities

- (a) Building \_\_\_\_\_
- (b) Equipment \_\_\_\_\_
- (c) Land \_\_\_\_\_
- (d) Water Systems (well-lines, treatment plant-storage, etc.) \_\_\_\_\_
- (e) Sewer System (lines, manholes, lagoons, treatment facilities) \_\_\_\_\_

5. Is Board of Directors carrying out responsibilities? (Explain No's) \_\_\_\_\_

\_\_\_\_\_

6. Is management adequate? (Explain No's)

\_\_\_\_\_

\_\_\_\_\_

7. Explain the condition and adequacy of records, financial data and reports.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. Explain the general attitude of community leaders, civic clubs, Mayor, industry, etc. toward the facility.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Is there any general consensus among those interviewed on the need for any specific changes in the policies or practices of the project? For example, do they think the charges are too high or too low, certain phases should be eliminated, or certain services added? (Explain)

\_\_\_\_\_

\_\_\_\_\_

10. Comments on other like facilities in the area.

---

---

---

11. Is the Board willing to close out enterprise which is losing money or causing unsavory reputation? \_\_\_\_\_ Explain:

---

---

---

12. Action requested to solve the problem.

---

---

---

---

13. If liquidation is initiated, what are the alternative uses of the project?

---

---

---

14. Reamortization Only

- (a) Total amount to be reamortized \$ \_\_\_\_\_
- (b) New monthly ☐ annual ☐ payment \$ \_\_\_\_\_
- (c) Rate & terms \_\_\_\_\_

15. Sales, Transfers, Liquidations, Mergers, etc.

Complete as appropriate:

- (a) Sale or transfer price \$ \_\_\_\_\_
- (b) Estimate selling expense \$ \_\_\_\_\_
- (c) Anticipated loss to government \$ \_\_\_\_\_
- (d) Proposed transaction date \_\_\_\_\_
- (e) Terms & conditions: \_\_\_\_\_

---

---

---

16. Comments and Recommendations: All three must be completed

(a) Area Director

_____	_____
Date	Area Director

(b) Program Director

_____	_____
Date	Program Director, Community Programs

(c) State Director

_____	_____
Date	State Director

REPORT ON SERVICING ACTION

Name of Borrower:	State	County	Case No.
The Waterworks and Sewer Board of the City of Uniontown	AL	Perry	36-4947524

Address:	Type of Assistance:
1055 Washington Street	Loan <input checked="" type="checkbox"/> Insured <input type="checkbox"/> Direct <input type="checkbox"/>
Uniontown, AL 36786	Grant <input checked="" type="checkbox"/>
	Date Facility Placed in Operation:
	04/30/2019

Section I (Complete for all financial assistance)

1. Rural Development Financial Assistance History

Loan Amounts Schedule (Initial first)	Date Closed	Int. Rate	No. Yrs	Principal Balance	Interest Accrued	Ahead (Behind) Principal	Ahead (Behind) Interest
\$ 2,505,000.00	12/05/2013	2.125	30	2,087,000.00	52,708.58	-44,348.75	-75,000.00
\$							
\$							
\$							
\$							
\$							
\$							
\$							

Grant Amounts (Initial first)	Date Closed
\$ 2,293,676.98	12/05/2013
\$ 23,437,500.00	
\$	
\$	

Principal & interest balances as of 03/01/2022 for \$ 2,139,708.58

Annual / ☒ / Monthly / ☐ / Payment \$ 119,348.75

Membership or Connection fee \$

Monthly dues or user rate \$

014694



2. Debts Owed - Non Rural Development

To Whom Owed	Amount	Payment Annual <input type="checkbox"/> Monthly <input type="checkbox"/>	Amount Ahead (Delinquent)	Loan Purpose	How Secured
None	\$	\$	\$		
	\$	\$	\$		
	\$	\$	\$		
	\$	\$	\$		

Were Outside Debts Authorized by Rural Development?

\_\_\_\_\_

3. Present Market Value: (required for subordination, sales, transfers, exchanges, assumptions & mergers)

Land	\$		<u>Value determined by:</u>	
Building	\$		Appraisal report	<input type="checkbox"/>
Equipment	\$		(enclose copy)	<input type="checkbox"/>
Other	\$		Estimate	<input type="checkbox"/>
Total	\$	0.00	Other	<input type="checkbox"/>

4. Memberships' Users (Recreation, Water & Waste)

- (a) Number required at closing \_\_\_\_\_
- (b) Actual at closing \_\_\_\_\_
- (c) Members-Users, last 5 years \_\_\_\_\_  
Year: ( ) ( ) ( ) ( ) ( )
- (d) Explain lower than required membership at loan closing and decreases in recent years.
- \_\_\_\_\_

- (e) Amount of delinquency in dues or charges \$ \_\_\_\_\_ as of \_\_\_\_\_  
Number of members-users delinquent \_\_\_\_\_
- (f) Past steps taken to increase members-users. \_\_\_\_\_
- (g) Can members be assessed? \_\_\_\_\_ If yes, when? \_\_\_\_\_

5. Occupancy, Patient Days, Clinic Visits (Health Care)  
(As appropriate)

- (a) At loan closing N / A
- (b) Past 5 years                                                              
                                  (        ) (        ) (        ) (        ) (        )
- (c) Reasons for decreases in recent years.

---

---

---

---

Section II

Complete The Following, As Appropriate, For All Servicing Actions Except Subordination & Lease Of Security

1. Type of action requested:

- ☒ Reamortization    ☐ Liquidation    ☐ Sale or Exchange    ☒ Transfer & Assumption  
☒ Merger

2. Description of the facility.

The facility consists of a collection system, lagoons and spray fields. There are 21 miles of piping and 9 pumping stations.

---

---

---

3. Describe the problem.

The collection system has major leaks. The system is permitted for just over 500,000 gal / day and on a typical rainy day it can see flow up to approximately 1.5MM gal / day. It's constructed with mostly terracotta piping which is now broken and cracked. The lagoon constantly overflows on rainy days. The spray field has broken dikes and overflows approximately 150 days / year. Management and operation by the "City" was nonexistent. The completion of the current project as spelled out in the 2018 LOC will insure that the facility is properly managed.

4. Condition of Facilities

- (a) Building Average
- (b) Equipment Average
- (c) Land Average
- (d) Water Systems (well-lines, treatment plant-storage, etc.)  
poor
- (e) Sewer System (lines, manholes, lagoons, treatment facilities) poor

5. Is Board of Directors carrying out responsibilities? (Explain No's) Yes- The Water Works and Sewer Board took over control in March of 2020. Sense that point, it has been operated in a professional manner.

6. Is management adequate? (Explain No's)

Yes - As required by the 2018 LOC, a 3rd party management company (Water Management Systems) with an excellent track record has been in place and overseeing operations.

7. Explain the condition and adequacy of records, financial data and reports.

The "Board" under the supervision and guidance of the management company (WMS) provide excellent and current reports at least monthly at the board meetings.

8. Explain the general attitude of community leaders, civic clubs, Mayor, industry, etc. toward the facility.

Most everyone is excited to know that the system is being professionally operated and that upgrades are coming in the near future to improve the system and their quality of life. As always, there are a few detractors.

9. Is there any general consensus among those interviewed on the need for any specific changes in the policies or practices of the project? For example, do they think the charges are too high or too low, certain phases should be eliminated, or certain services added? (Explain)

This is a very low income area MHI just over \$15,000.00. The need to repair the system is well received by the users.

10. Comments on other like facilities in the area.

Under the leadership of the new "Board" the operation and maintenance is better than most similar facilities in the area.

11. Is the Board willing to close out enterprise which is losing money or causing unsavory reputation? N/A Explain:

12. Action requested to solve the problem.

Transfer the loan and all grants from the City of Uniontown to The Waterworks and Sewer Board of the City of Uniontown so that the proposed project can start construction and alleviate the sewer and water issues plaguing this community.

13. If liquidation is initiated, what are the alternative uses of the project?

N/A

14. Reamortization Only

- (a) Total amount to be reamortized \$ \_\_\_\_\_  
(b) New monthly ☒ annual ☐ payment \$ \_\_\_\_\_  
(c) Rate & terms \_\_\_\_\_

15. Sales, Transfers, Liquidations, Mergers, etc.

Complete as appropriate:

- (a) Sale or transfer price \$ 0.00  
(b) Estimate selling expense \$ 0.00  
(c) Anticipated loss to government \$ 0.00  
(d) Proposed transaction date 03/01/2022  
(e) Terms & conditions:

The "Board", as of March 2020, has taken over the operation and ownership of the water and waste water facilities. All assets and liabilities have been transferred from the "City" to the "Board" except the loan and grants with Rural Development. The "Board" has been making the payments on the RD loan.

16. Comments and Recommendations: All three must be completed

(a) Area Director

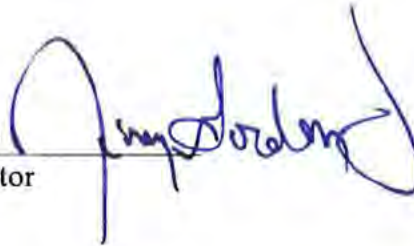
Acting Area Director is also the State Director. See State Director's comments for both.

03/01/2022

Date

Nivory Gordon

Area Director



(b) Program Director

I recommend the transfer and assumption as required in the LOC dated 9-24-18, the Amended LOC dated 1-22-2020 and the National Office concurrence letter dated 9-27-2018.

03/01/2022

Date

Allen Bowen

Program Director, Community Programs



(c) State Director

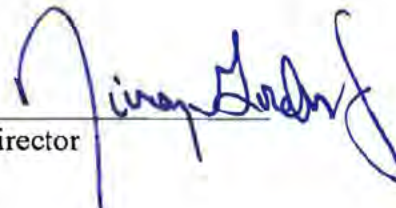
I recommend approval based on the Program Director's comments and recommendation.

03/01/2022

Date

Nivory Gordon

State Director



\$2,505,000	\$2,293,677	(Double Click to Edit: Type of Assistance)	068
-------------	-------------	--	-----

Dates & Status	1990-1	Obligation	Loan	Grant	Financial Info (FLAS)	Disaster
----------------	--------	------------	------	-------	-----------------------	----------

## Loan Number 02

Uniquelated Grant	\$0.00
-------------------	--------

Grant Number: 03

The data displayed on this page may not be accurate due to delayed loading time from PLAS. For official accounting information, please access PLAS directly.

- The January 2022 loan payment was made with two checks the last week of February 2022 totaling \$119,348.75, but is not yet showing up on the CPAP system. The ACH for the Water Works and Sewer Board of the City of Uniontown was not set up and the payment notice was sent to their previous address, which is what caused the delay in receiving the payment. The money was in hand and a new ACH has been put in place so this should not be an issue going forward.

**014700**



## Social Vulnerability Map – Equity Priority Pts

The screenshot displays a web application titled "Social Vulnerability Index - Overall Theme - High" by the Data Analytics Team, Rural Development's Innovation Center. The interface includes a search bar at the top left with the text "Uniontown, AL" and "Uniontown, AL, USA". Below the search bar, a map shows a rural area with roads and water bodies. A search result popup is visible on the map, displaying "Uniontown, AL, USA" and a "Zoom to" button. On the right side, a "Layer List" panel shows three layers: "USA States (Generalized)", "USA Counties (Generalized)", and "CDC Social Vulnerability Index - Tracts - High (.75 and higher)". The bottom left of the map shows a scale bar for 0.3mi.

https://ruraldevelopment.maps.arcgis.com/apps/webappviewer/index.html?id=7688d4bea97348e79291f271eeaf3967

**Social Vulnerability Index - Overall Theme - High** Data Analytics Team, Rural Development's Innovation Center

**Instructions:**

To determine if an address is within a Socially Vulnerable Community based on the CDC Social Vulnerability Index (SVI):

- 1) Type in the address to the search bar on the left hand side of the U.S. Map that states "Find address or place"
- 2) Hit search icon and the map will zoom to your location. If the address is within the blue area it is within a SVI.

Find address or place

Find address or place

Search result

Uniontown, AL, USA

Zoom to

Layer List

Layers

- USA States (Generalized)
- USA Counties (Generalized)
- CDC Social Vulnerability Index - Tracts - High (.75 and higher)

0.3mi

The Water Works and Sewer Board of the City of Uniontown

\$2,505,000 Loan # 02 and \$2,293,676.98 Grant # 03

\$22,437,000 Grant #59830, \$500,000 Grant # 59831

\$400,000 Grant # 59833, \$100,000 Grant # 59832

Transfer and Assumption from the City of Uniontown to the Water Works and Sewer Board of the City of Uniontown.

The Alabama State Office has received a request dated March 1, 2022, from the Water Works and Sewer Board of the City of Uniontown to allow them to assume all the loans and grants from the City of Uniontown, referenced above. The City of Uniontown is the beneficiary of a \$2,505,000 loan and a \$2,293,676.98 grant for the repair and upgrade of the collection system and lagoon as well as the construction of a new spray field obligated on 8/8/2012 and grants in the amount of \$22,437,000, \$500,000, \$400,000 and \$100,000 for the complete rehab of the sewer collection system, construction of an 18 mile transfer pipe line with lift stations and the complete rehabilitation of the existing lagoon and spray field obligated on 9/27/2018.

The Water Works and Sewer Board of the City of Uniontown was formed as a requirement of the 9/2/2018 obligation. Because of the long-term poor management and total lack of financial records from the City of Uniontown, the LOC for the grants obligated in 2018 required that a Utilities board be established to own, operate and manage the water and wastewater systems in Uniontown. In addition, other requirements were included in the LOC and Concurred with by the national office. Those included:

- 1.) That a qualified third-party management firm be contracted by the Board to advise on policy and manage the day-to-day operations of the system.
- 2.) That all board members attend annual board member training sponsored by Alabama Rural Water.

Additionally, the City agreed to transfer all assets and liabilities as well as any other necessary documents required to complete the transfer of the water and wastewater system from the City to the Board as required in the Amended LOC dated 1/22/2020.

The Board was legally established and took over operation of the water and wastewater systems on 3/10/2020. All assets and liabilities except for the loans and grants with RD were transferred from the City to the Board. The Board has entered into a management agreement with Water Management Services, Inc. Alabama Rural Water worked with and advised the Board daily on the operation of the system until the management company could be contracted. Monthly Board meetings are held with complete operational and financial reports are presented. Several water leaks with significant volume have been repaired as well as many sewer repair issues. They are working with Alabama Department of

Environmental Management (ADEM), the state's regulatory agency, to timely submit required reports. The City had a history of multiple and serious violations to the point that ADEM has filed suit against the City but has agreed to pause any legal action due to the proposed project being completed and bringing the system in compliance. The City does not have the expertise nor the financial wherewithal to operate and manage the system. The board since taking it over in March of 2020 has work diligently to manage and operate the system in a very professional manner.

The Board intends to assume the City's rights and responsibilities under the Letters of Conditions, including responsibility to pay debt service bonds (the board has made the 2020 and 2021 payments). The loan will be secured by a senior lien on the revenues of the system. The City and the Board have determined the transfer is in the best interest of the citizens of the City and rate payers of the system. The transfer will provide the Board with greater flexibility to focus on the stability of the system.

Pursuant to Rural Development Regulation 1780.1 and Staff Instruction 1782-1, we have determined the Water Works and Sewer Board of the City of Uniontown will continue the original purpose of the loan and grants and possess the financial, technical and Managerial capacity necessary to consistently comply with pertinent Federal and State laws and requirements.

The purposed transfer in addition to USDA's outstanding indebtedness will include the assets. Liabilities and any rights or interest of the City's water and sewer system to the proposed Water Works and Sewer Board of the City of Uniontown. Note all assets and liabilities have already been transferred except for the RD loan and grants.

Based on the information provided, a review of the financial information by the State Office, we recommend this transfer and assumption receive concurrence. It should be noted that the Board has been operating the water and sewer for 2 years.

If you have any questions or require additional information, please contact Allen Bowen, Community Programs Director at 334-322-4147.



Allen Bowen

Community Programs Director



Rural Development

September 24, 2018

Camden Area Office

321 Depot Street  
Camden, AL 36726

Voice 334.682.4116  
Fax 855.840.7764

City of Uniontown  
Jamaal Hunter, Mayor  
100 Front Street  
Uniontown, AL 36786

**SUBJECT:** City of Uniontown  
Sewage Collection & Treatment Rehab 2018  
Wastewater Application  
Grant - \$23,437,500.00  
State of Alabama Funds - \$3,287,500.00  
CDBG/HUD - \$325,000.00  
DRA - \$4,200,000.00

Dear Mayor Hunter:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development, both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. If significant changes are made without obtaining such concurrence, the Agency may discontinue processing of the application.

All conditions set forth under Section III – Requirements Prior to Advertising for Bids must be met within 120 days of the date of this letter. If you have not met these conditions, the Agency reserves the right to discontinue the processing of your application.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please complete and return the following forms within 10 days:

Form RD 1942-46, "Letter of Intent to Meet Conditions"  
Form RD 1940-1, "Request for Obligation of Funds"  
RUS Bulletin 1780-12, "Water and Waste System Grant Agreement"

The grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is signed by the approving official. Thus, this letter in itself does not constitute loan and/or grant approval, nor does it ensure that funds are or will be available for the project. When funds are available, the Form 1940-1 will be provided to

you for your signature. After you sign and return the form to the Agency, the request will be processed and grant funds will be approved and obligated.

Extra copies of this letter are being provided for use by your engineer, attorney, bond counsel and accountant. All parties may access information and regulations referenced in this letter at our website located at [www.rd.usda.gov](http://www.rd.usda.gov).

The conditions are as follows:

## **SECTION I - PROJECT DETAIL**

### **1. Project Description** – Funds will be used for Sewage Collection & Treatment Rehab.

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER) as concurred with by the Agency.

### **2. Project Funding** – The Agency is offering the following funding for your project:

Agency Grant -	\$ 23,437,500.00
----------------	------------------

This offer is based upon the following additional funding being obtained.

[State of Alabama] -	\$ [3,287,500.00]
[CDBG/HUD] -	\$ [325,000.00]
[DRA] -	\$ [4,200,000.00]

TOTAL PROJECT COST - \$ [31,250,000.00]

This funding is offered based on the amounts stated above. Prior to loan closing, any increase in non-Agency funding will be applied first as a reduction to Agency grant funds, up to the total amount of the grant.

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. Prior to advertisement for construction bids, you must provide evidence of applicant contributions and approval of other funding sources. This evidence should include a copy of the commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

### **3. American Iron and Steel** – Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic

preference applies a new American Iron and Steel (AIS) requirement to obligations made after May 5th, 2017:

- (1) No Federal funds made available for this fiscal year for the rural water, waste water, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.
- (2) The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (3) The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the “Secretary”) or the designee of the Secretary finds that—
  - (a) applying the requirement would be inconsistent with the public interest;
  - (b) iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (c) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.”

Owners are ultimately responsible for compliance with AIS requirements and will be responsible for the following:

- (a) Signing loan resolutions, grant agreements and letters of intent to meet conditions which include AIS language, accepting AIS requirements in those documents and in the letter of conditions.
- (b) Signing change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledging responsibility for compliance with American and Iron Steel requirements.
- (c) Obtaining the certification letters from the consulting engineer upon substantial completion of the project and maintaining this documentation for the life of the loan.
- (d) Where the owner provides their own engineering and/or construction services, providing copies of engineers’, contractors’, and manufacturers’ certification letters (as applicable) to the Agency to insert into the Agency file. All certification letters must be kept in the engineer’s project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 must be included in the Agreement for Engineering Services.
- (e) Where the owner directly procures AIS products, including AIS clauses in the procurement contracts and obtaining manufacturers’ certification letters and providing copies to consulting engineers and contractors.

**4. Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:



**Project Costs:****Total Budgeted:**

Administration/Legal	[\$10,000.00]
Development/ Construction	[25,424,000.00]
Contingency	[2,542,400.00]
Engineering Fees	[2,857,240.00]
Includes:	
Preliminary Engineering Report	[ ]
Environmental Report	[ ]
PreDevelopment	[263,500.00]
Design	[1,938,140.00]
Construction Administration (Inspection)	[559,300.00]
Additional	[96,300.00]
Equipment	[130,000.00]
Interest - Interim	[ ]
Interest - Agency	[ ]
Land and Rights-of-Way	[80,000.00]
Legal Fees - Local Attorney	[ ]
Legal Fees - Bond Counsel	[ ]
[Electrical Service]	[50,000.00]
[ALDOT Permit]	[80,000.00]
[ADEM Permit]	[12,650.00]
[Advertising]	[18,710.00]
[Railroad Fees]	[45,000.00]
 TOTAL PROJECT COST	 [31,250,000.00]

Obligated loan or grant funds not needed to complete the proposed project will be deobligated prior to start of construction. Any reduction will be applied to grant funds first. An amended letter of conditions will be issued for any changes to the total project budget.

**SECTION II –GRANT TERMS**

**5. Security** – Additional security requirements are contained in RUS Bulletin 1780-12, “Water and Waste System Grant Agreement,” and RUS Bulletin 1780-27, “Loan Resolution (Public Bodies).” A draft of all security instruments, including draft bond resolution, must be reviewed and concurred in by the Agency prior to advertising for bids. The bond resolution and Loan Resolution must be duly adopted and executed prior to loan closing. The Grant Agreement must be fully executed prior to the first disbursement of grant funds.

**6. Construction Completion Timeframe** - All projects must be completed and all funds disbursed within five years of obligation. If funds are not disbursed within five years of obligation, you must submit to the Agency a written request for extension of time with adequate

justification of circumstances beyond your control. Requests for waivers beyond the initial extension will be submitted to the Assistant Administrator for concurrence decision.

**7. Disbursement of Agency Funds** - Agency funds will be disbursed into the borrower's depository account through an electronic transfer system. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to advertising for bids.

Any applicant contribution will be the first funds expended, followed by other funding sources. Interim financing or Agency loan funds will be expended after all other funding sources unless a written agreement is reached with all other funding sources on how funds are to be disbursed prior to start of construction or loan closing, whichever occurs first. Interim financing funds or Agency loan funds must be used prior to the use of Agency grant funds. The Grant Agreement must not be closed and funds must not be disbursed prior to loan funds except as specified in RUS Instruction 1780.45(d). In the unlikely event the Agency mistakenly disburses funds, the funds will be remitted back to the Agency electronically.

Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200 and interest in excess of \$500 per year remitted to the Agency. The funds should be disbursed by the recipient immediately upon receipt and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

- a. The recipient receives less than \$120,000 in Federal awards per year.
- b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- d. A foreign government or banking system prohibits or precludes interest-bearing accounts.

**8. Reserves** – Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs, and assist with debt service should the need arise. The following reserves are required to be established as a condition of this loan:

- a. **Debt Service Reserve** – As a part of this Agency proposal, you must establish a debt service reserve fund equal to at least one annual loan installment of the existing loan, General Obligation Sewer Warrant Series 2013, that accumulates at the rate of 10% of one annual payment per year for ten years or until the balance is equal to one annual loan payment. Ten percent of the existing loan installment would equal \$ 991.17 per month; this amount should be deposited monthly until a total of \$ 118,938.00 has accumulated. Prior written concurrence from the Agency must be obtained before funds may be

withdrawn from this account during the life of the loan. When funds are withdrawn during the life of the loan, deposits will continue as designated above until the fully-funded amount is reached.

- b. Short-Lived Asset Reserve** – In addition to the debt service reserve fund, you must establish a short-lived asset reserve fund. Based on the preliminary engineering report, you must deposit at least \$7,987.00 into the short-lived asset reserve fund annually for the life of the loan to pay for repairs and/or replacement of major system assets. It is your responsibility to assess your facility's short-lived asset needs on a regular basis and adjust the amount deposited to meet those needs.

Current assets can also be used to establish and maintain reserves for expected expenses, including but not limited to operation and maintenance, deferred interest during the construction period, and an asset management program.

### **SECTION III – REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS**

**9. Environmental Requirements** – At the conclusion of the proposal's environmental review process, specific action(s) were determined necessary to avoid or minimize adverse environmental impacts. As outlined in the Environmental Report dated August 13, 2018, the following [action is / actions are] required for successful completion of the project and must be adhered to during project design and construction:

The project as proposed has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and or permits may apply or be required. If the project or any project element deviates from or is modified from the originally-approved project, additional environmental review may be required.

This project will be funded using the Programmatic Agreement among the U.S. Department of Agriculture Rural Development Programs, National Conference of State Historic Preservation Officers, Tribal Signatories, and The Advisory Council on historic Preservation for Sequencing Section 106 (NPA). The NPA requires the following conditions be applicable to this obligation:

- a.** No federal funds for construction will be released prior to completion of Section 106 review.
- b.** Agency may de-obligate funding and withdraw awards for an undertaking until completion of the Section 106 review.
- c.** You must initiate Section 106 no later than ninety (90) business days after the announcement of their obligation if they have not done so already; and to notify the appropriate RD agency that Section 106 has been initiated in accordance with 36 CFR Part 800.2(c)(4), and 7 CFR Part 1970.5(b)(2) of the regulations, "Environmental Policies and Procedures" (7 CFR Part 1970).
- d.** You must submit Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 (d)), as amended in 1998 (508 compliant) hard copy or electronic Section 106 documentation to SHPOs, THPOs, Indian tribes, and NHOs based on the preference of the receiving party.

**10. Engineering Services** – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, “Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance,” or other approved form of agreement. The Agency will provide concurrence prior to advertising for bids, and must approve any modifications to this agreement.

**11. Contract Documents, Final Plans, and Specifications**

- a. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.
- b. The contract documents, final plans, and specifications must comply with RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, and must be submitted to the Agency for concurrence prior to advertising for bids along with an updated cost estimate. The Agency may require another updated cost estimate if a significant amount of time elapses between the original submission and advertising for bids.
- c. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.

**12. Legal Services** – You have been required to execute a legal services agreement with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a “not to exceed” amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, “Legal Services Agreement,” or similar format may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

**13. Property Rights** - Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

- a. **Right-of-Way Map** – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
- b. **Form RD 442-20, “Right-of-Way Easement”** – This form may be used to obtain any necessary easements for the proposed project.
- c. **Form RD 442-21, “Right-of-Way Certificate”** – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.

- d. **Form RD 442-22, “Opinion of Counsel Relative to Rights-of-Way”** – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.
- #e. **Preliminary Title Work (Title Opinion)** – When applicable, your attorney will provide a preliminary title opinion for any property related to the facility, currently owned and to be acquired, along with copies of deeds, contracts or options for purchasing said property. Form RD 1927-9, “Preliminary Title Opinion,” may be used.
- #e. **Preliminary Title Work – (Title Insurance)** – When applicable, a title insurance binder will be required on all real estate related to the facility now owned and property to be acquired in connection with this project. The policy should name the United States of America, acting through the United States Department of Agriculture, as the proposed insured.

The approving official may waive title defects or restrictions, such as utility easements, that do not adversely affect the suitability, successful operation, security value, or transferability of the facility. Any such waivers must be provided by the approving official in writing prior to closing or the start of construction, whichever occurs first.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser or Agency employee in order to validate the price to be paid.

**14. System Policies, Procedures, Contracts, and Agreements** – The facility must be operated on a sound business plan. You must adopt policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.

- a. **Conflict of Interest Policy** – Prior to obligation of funds, you must certify in writing that your organization has in place an up-to-date written policy on conflict of interest. The policy will include, at a minimum: (1) a requirement for those with a conflict or potential conflict to disclose the conflict/potential conflict; (2) a clause that prohibits interested members of the applicant’s governing body from voting on any matter in which there is a conflict, and (3) a description of the specific process by which the governing body will manage identified or potential conflicts.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant’s official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, <https://www.councilofnonprofits.org/tools-resources/conflict-of-interest>, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at <http://www.irs.gov/pub/irs-pdf/i1023.pdf>. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired. Grantee must obtain prior written concurrence from USDA on all contractual agreements.

- b. Sewage Treatment Contract** – Any proposals to purchase sewage treatment services must be evidenced by a sewage treatment contract. A draft of the proposed contract must be submitted to the Agency for review and concurrence prior to advertising for bids. The draft contract must meet the requirements of RUS Instruction 1780.62.
- c. Sewer User Agreement** – Projects not involving mandatory connection require users to execute a Sewer Users Agreement. The draft agreement must receive RD concurrence prior to advertising for bids. RUS Bulletin 1780-9, "Water Users Agreement," or similar format may be used.
- d. Contracts for Other Services/Lease Agreement** – Drafts of any contracts or other forms of agreements for other services, including audit, management, operation, and maintenance, or lease agreements covering real property essential to the successful operation of the facility, must be submitted to the Agency for review and concurrence prior to advertising for bids.
- e. Establishment of a Utilities Board** - City of Uniontown must establish a Utilities Board for the operations of the Water and Sewer System. Provide a copy of proposed Articles of Incorporation and By-Laws for Agency review and concurrence.
- f. Mandatory Ordinance for Hook-ups** - Implementation of a mandatory ordinance for hook-ups on water and sewer within city's jurisdiction. This ordinance must be enforced by the city and the newly formed Utilities Board.
- g. On-site Management** - Applicant must advertise for on-site management ( day to day management) on a contractual basis. All contracts must be reviewed and concurred by USDA Rural Development prior to acceptance by the Utilities Board.
- h. Annual Mandatory Training** - All Board members must comply with the Annual Mandatory Training requirement in order to remain a viable board member.
- i. Other agreements** with governments or other entities regarding joint operation of facilities, granting authority to Agency borrower for providing service within another entity's service area, etc. The draft agreement must receive Agency concurrence prior to advertising for bids.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements must be submitted prior to loan closing, with the exception of the conflict of interest policy, which must be in place prior to obligation of funds.

**15. Closing Instructions** – The Agency will prepare closing instructions as soon as the requirements of the previous paragraphs are complete, as well as a draft of the security instrument(s). Closing instructions must be obtained prior to advertising for bids.



**16. Construction Account** – You must establish a construction account for all funds related to the project. Construction funds will be deposited with an acceptable financial institution or depository that meets the requirements of 31 CFR Part 202. A separate account will not be required for Federal funds and other funds; however, the recipient must be able to separately identify, report, and account for all Federal funds, including the receipt, obligation and expenditure of funds. Financial institutions or depositories accepting deposits of public funds and providing other financial agency services to the Federal Government are required to pledge adequate, acceptable securities as collateral, in accordance with 31 CFR Part 202. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the construction account at any one time. Your financial institution can provide additional guidance on collateral pledge requirements.

Agency funds will be disbursed into the borrower's depository account through an electronic transfer system. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to advertising for bids.

**17. System Users** – This letter of conditions is based upon your indication at application that there will be at least [787] residential users, [32] non-residential users on the system when construction is completed.

Before the Agency can agree to the project being advertised for construction bids, you must certify that the number of users indicated at application are currently using the system or signed up to use the system once it is operational.

If the actual number of existing and/or proposed users that have signed up for service is less than the number indicated at the time of application, you must provide the Agency with a written plan on how you will obtain the necessary revenue to adequately cash flow the expected operation, maintenance, debt service, and reserve requirements of the proposed project (e.g., increase user rates, sign up an adequate number of other users, reduce project scope, etc.). Similar action is required if there is cause to modify the anticipated flows or volumes presented following approval.

If you are relying on mandatory connection requirements, you must provide evidence of the authorizing ordinance or statute along with your user certification.

- a. **Sewer User Agreements** – Users will be required to execute a Sewer Users Agreement prior to advertising for construction bids. The amount of cash contributions required will be set by you and concurred with by the Agency. Contributions should be an amount high enough to indicate sincere interest on the part of the potential user, but not so high as to preclude service to low income families, and have a deadline for the contribution to be used or forfeited. RUS Bulletin 1780-9, "Water Users Agreement," or similar agreement may be used.
- b. **Service Declination Statement** – Each potential user who is located along planned lines and declines the offered service will be provided an opportunity to sign a "Service Declination Statement."

**18. Other Funding** – Prior to advertising for bids, you must provide evidence of applicant contributions and approval of other funding sources. This evidence should include a copy of the commitment letter from each source.

**19. Proposed Operating Budget** – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance (O&M), debt service, and reserves. Prior to advertising for bids, you must submit a proposed annual operating budget to the Agency which supports the operation, maintenance, debt service, and reserves, as well as your proposed rate schedule. The operating budget should be based on a typical year cash flow after completion of the construction phase and should be signed by the appropriate official of your organization. Form RD 442-7, "Operating Budget," or similar format may be utilized for this purpose. It is expected that O&M will change over each successive year and user rates will need to be adjusted on a regular basis.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested please contact our office for information.

**20. Permits** – The owner or responsible party will be required to obtain all applicable permits for the project, prior to advertising for bids. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.

**21. Vulnerability Assessment/Emergency Response Plan (VA/ERP)** – The Agency requires all financed water and wastewater systems to have a VA/ERP in place. Borrowers with existing systems must provide a certification that a VA/ERP has been completed prior to advertising for bids. The VA/ERP documents themselves are not submitted to the Agency. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

For new systems, see Section V of this letter of conditions. For VA/ERP requirements throughout the life of the loan, see Section VII. Technical assistance at no cost is available in preparing these documents.

**22. Bid Authorization** - Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

#### **SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION**

**23. Bid Tabulation** – Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer's evaluation of bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

- a. Cost Overruns. If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds. Cost overruns exceeding 20% of the development cost at time of loan or grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.
- b. Excess Funds. If bids are lower than anticipated at time of obligation, excess funds must be deobligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original PER for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the PER, ER, and letter of conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be deobligated, with grant funds being deobligated first. Excess funds do not include contingency funds as described in this letter.

**24. Contract Review** – Your attorney will certify that the executed contract documents, including performance and payment, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with RUS Instruction 1780.61(b).

Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for its concurrence. The Notice to Proceed cannot be issued until the Agency has concurred with the construction contracts.

**25. Final Rights-of-Way** – If any of the rights-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed. For projects involving the acquisition of land, you must provide evidence that you have clear title to the land prior to the issuance of the Notice to Proceed.

**Final Title Work** - Your attorney must furnish a separate final title opinion on all existing real property related to the facility, now owned and to be acquired for this project, as of the day of loan closing or start of construction, whichever occurs first. Form RD 1927-10, "Final Title Opinion" may be used.

**Final Title Work** - Immediately after closing or prior to the start of construction, whichever comes first, a Title Insurance Policy must be provided for all existing real property related to the facility, now owned and to be acquired for this project.

**26. Insurance and Bonding Requirements** - Prior to the start of construction or loan closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of insurance and bond coverage for the borrower shown below. The use of deductibles may be allowed, providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained.

- a. **General Liability Insurance** – Include vehicular coverage.
- b. **Workers' Compensation** – In accordance with appropriate State laws.
- c. **Fidelity or Employee Dishonesty Bonds** – Include coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through blanket coverage providing protection for all appropriate workers. During construction, each position should be bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The coverage may be increased during construction based on the anticipated monthly advances. After construction and throughout the life of the loan, the amount of coverage must be for at least the total annual debt service of all outstanding Agency loans. The Agency will be identified in the fidelity bond for receipt of notices. Form RD 440-24, "Position Fidelity Schedule Bond," or similar format may be used.
- d. **National Flood Insurance** - If the project involves acquisition or construction in designated special flood or mudslide prone areas, you must purchase a flood insurance policy at the time of loan closing.
- e. **Real Property Insurance** – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. The Agency will be listed as mortgagee on the policy when the Agency has a lien on the property. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

Insurance types described above are required to be continued throughout the life of the loan. See Section VII.

**27. Form AD-3031** – You are required to complete and submit Form AD-3031 "Assurance Regarding Felony Convictions or Tax Delinquent Status for Corporate Applicants."

**28. Initial Compliance Review** – The Agency will conduct an initial compliance review of the borrower prior to loan closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E.

## **SECTION V – REQUIREMENTS PRIOR TO LOAN CLOSING**

**29. Vulnerability Assessment/Emergency Response Plan (VA/ERP)** – The Agency requires all financed water and wastewater systems to have a VA/ERP in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operation, and a certification that a VA is complete must be submitted within one year of the start of operation. Borrowers with existing systems must provide a certification that a VA and ERP are completed prior to authorization to advertise for bids. The VA/ERP documents are not submitted to the Agency. Technical assistance is available in preparing these documents at no cost to you. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

**30. Other Requirements** – All requirements contained in the Agency’s closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.

- a. **System for Award Management**. You will be required to maintain a Dun and Bradstreet Data Universal Numbering System (DUNS) number and maintain an active registration in the System for Award Management (SAM) database. Renewal can be done on-line at: <http://sam.gov>. This registration must be renewed and revalidated every twelve (12) months for as long as there are Agency funds to be expended. See Appendix A.

To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the “Help” section at <http://sam.gov>).

- b. **Litigation**. You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.
- c. **Certified Operator**. Evidence must be provided that your system has or will have, as defined by applicable State or Federal requirements, a certified operator available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

## **SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION**

**31. Resident Inspector(s)** – Full-time inspection is required unless you request an exception. Such requests must be made in writing and the Agency must concur with the request. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the

pre-construction conference. The resident inspector(s) must attend the pre-construction conference.

**32. Preconstruction Conference** – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.

**33. Inspections** - The Agency requires a pre-construction conference, pre-final and final inspections, and a warranty inspection. Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the one-year warranty period to address and/or resolve any warranty issues. The Agency will conduct an inspection with you of your records management system at the same time, and will continue to inspect the facility and your records system every three years for the life of the loan. See Section VII of this letter.

**34. Change Orders** – Prior Agency concurrence is required for all Change Orders.

**35. Payments** – Prior Agency concurrence is required for all Invoices and Partial Payment Estimates before Agency funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service provider prior to Agency concurrence. Invoices not related to a construction contract or service agreement will include the owner's written concurrence.

**36. Use of Remaining Funds** – Applicant contribution and connection or tap fees will be the first funds expended in the project, followed by non-Agency sources of funds. Remaining funds may be considered in direct proportion to the amounts obtained from each source and handled as follows:

- a. Remaining funds may be used for eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan and grant remains the same.
- b. Grant funds not expended for authorized purposes will be cancelled (de-obligated) within 90 days of final completion of project. Prior to actual cancellation, you and your attorney and engineer will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.

**37. Technical, Managerial and Financial Capacity** - It is required that members of the Board of Directors, City Council members, trustees, commissioners and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the particular individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for information.



### **38. Reporting Requirements Related to Expenditure of Funds**

- a. **Financial Audit**– An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 9 months of your fiscal year end.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy to the Agency prior to the advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

- b. **Reporting Subawards and Executive Compensation** – You as a recipient of Federal funds and your first-tier contractors are required by 2 CFR Part 170 to report disbursements to subrecipients in accordance with Appendix B of this letter and [www.fsrs.gov](http://www.fsrs.gov). Your Agency processing office can provide more information.

## **SECTION VII – SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN**

39. **Security/Operational Inspections** – The Agency will inspect the facility and conduct a review of your operations and records management system and conflict of interest policy every three years for the life of the loan. You must participate in these inspections and provide the required information.

40. **Annual Financial Reporting/Audit Requirements** – You are required to submit an annual financial report at the end of each fiscal year. The annual report will be certified by the appropriate organization official, and will consist of financial information and a rate schedule. Financial statements must be prepared on the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP), and must include at a minimum a balance sheet and income and expense statement. The annual report will include separate reporting for each water and waste disposal facility, and itemize cash accounts by type (debt service, short-lived assets, etc.) under each facility. All records, books and supporting material are to be retained for three years after the issuance of the annual report. Technical assistance is available at no cost with preparing financial reports.

The type of financial information that must be submitted is specified below:

- a. Audits** – An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. It is not intended that audits required by this part be separate and apart from audits performed in accordance with State and local laws. To the extent feasible, the audit work should be done in conjunction with those audits. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 9 months of your fiscal year end.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy to the Agency prior to the advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit or financial statements to be completed, the time frame in which the audit or financial statements will be completed, what type of reports will be generated from the services provided, and how irregularities will be reported.

- b. Financial Statements** – If you expend less than \$750,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit which include at a minimum a balance sheet and an income and expense statement. You may use Form RD 442-2, “Statement of Budget, Income and Equity,” and 442-3, “Balance Sheet,” or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.
- c. Quarterly Reports** – Quarterly Income and Expense Statements will be required until the processing office waives this requirement. You may use Form RD 442-2 or similar format to provide this information, and the reports are to be signed by the appropriate borrower official and submitted within 30 days of each quarter’s end. The Agency will notify you in writing when the quarterly reports are no longer required.

**41. Annual Budget and Projected Cash Flow** - Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to this office. With the submission of the annual budget, you will be required to provide a current rate schedule, and a current listing of the Board or Council members and their terms. The budget must be signed by the appropriate borrower official. Form RD 442-2 or similar format may be used.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system, as well as completing the annual budget. If you are interested, please contact our office for information.

**42. Vulnerability Assessment/Emergency Response Plan (VA/ERP)** – You will be required to submit a certification to the servicing office every three years that the VA/ERP is current and covers all sites related to the facility. The documents themselves are not submitted to the Agency. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

**43. Insurance**. You will be required to maintain insurance on the facility and employees as previously described in this letter for the life of the loan.

**44. Statutory and National Policy Requirements** – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

- a. Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.
- b. Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
- c. The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
- d. Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- e. Limited English Proficiency (LEP) under Executive Order 13166** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled, “Improving

Access to Services by Persons with Limited English Proficiency” and further affirmed in the USDA Departmental Regulation 4330-005, “Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA.”

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during regular compliance reviews.

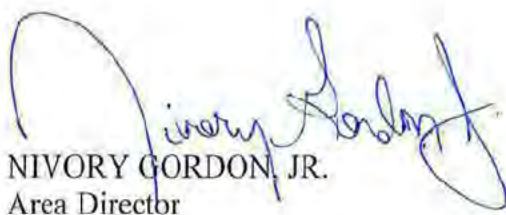
**45. Compliance Reviews and Data Collection** – The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter. If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

## **SECTION VIII – REMEDIES FOR NON-COMPLIANCE**

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of 7 CFR 1782 and other applicable regulations, statutes, and policies.

We look forward to working with you to complete this project. If you have any questions, please contact Allen Bowen, Program Director at 334-279-3617 or by e-mail at [allen.bowen@al.usda.gov](mailto:allen.bowen@al.usda.gov).

Sincerely,

  
NIVORY GORDON, JR.  
Area Director

Attachments

cc: Community Programs Director  
Accountant  
Attorney  
Bond Counsel

Engineer

ACRONYMS:

ABA - Architectural Barriers Act  
ACH – Automated Clearing House  
AD – Agriculture Department  
ADA – Age Discrimination Act  
CFDA – Catalog of Federal Domestic Assistance  
CFR – Code of Federal Regulations  
CPAP – Commercial Programs Application Processing  
DUNS – Dun and Bradstreet Data Universal Numbering System  
EJCDC – Engineers Joint Contract Documents Committee  
ERP – Emergency Response Plan  
GAAP – Generally Accepted Accounting Principles  
LEP – Limited English Proficiency  
OC – Owner Construction  
OPS – Owner-Performed Services  
O&M – Operation and Maintenance  
PER – Preliminary Engineering Report  
RD – Rural Development  
RUS – Rural Utilities Service  
SAM – System for Award Management  
SF – Standard Form  
UCC – Uniform Commercial Code  
USC – United States Code  
USDA – United States Department of Agriculture  
VA – Vulnerability Assessment

FORMS and BULLETINS:

Form AD-3031 "Assurance Regarding Felony Convictions or Tax Delinquent Status for Corporate Applicants" – Item 29  
Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy" - Item 15  
Form RD 440-22, "Promissory Note" – Item 5  
Form RD 440-24, "Position Fidelity Schedule Bond" – Item 28  
Form RD 442-2, "Statement of Budget, Income and Equity" – Items 44 and 45  
Form RD 442-3, "Balance Sheet" – Item 44  
Form RD 442-7, "Operating Budget" – Item 21  
Form RD 442-20, "Right-of-Way Easement" – Item 14  
Form RD 442-21, "Right-of-Way Certificate" – Item 14  
Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way" – Item 14  
Form RD 1927-9, "Preliminary Title Opinion" – Item 14  
Form RD 1927-10, "Final Title Opinion" – Item 27  
Form RD 1940-1, "Request for Obligation of Funds" – Pages 1 and 2  
Form RD 1942-8, "Resolution of Members or Stockholders" – Item 5  
Form RD 1942-46, "Letter of Intent to Meet Conditions" – Page 1  
Form RD 3550-28, "Authorization Agreement for Preauthorized Payments" – Items 6 and 30  
Form UCC-1, "Financing Statement" – Item 5  
Form UCC-1Ad, "UCC Financing Statement Addendum" – Item 5  
SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form" – Items 8 and 18  
RUS Bulletin 1780-7, "Legal Services Agreement" – Item 13  
RUS Bulletin 1780-9, "Water Users Agreement" - Items 15 and 19  
RUS Bulletin 1780-12, "Water and Waste System Grant Agreement" – Page 1 and Item 5  
RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance" – Items 11 and 12  
RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)" – Item 5  
RUS Bulletin 1780-28, "Loan Resolution Security Agreement" – Item 5



*[The following two appendices are included as required by 2 CFR Parts 25 and 170 and apply to all direct and guaranteed loans and grants]*

*Appendix A*

*2 CFR Part 25*

**SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER  
REQUIREMENTS**

*A. Requirement for System for Award  
Management*

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another appendix.

*B. Requirement for unique entity identifier*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this appendix) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

*C. Definitions*

For purposes of this appendix:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this appendix, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
  - a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.

[75 FR 55673, Sept. 14, 2010, as amended at 79 FR 75879, Dec. 19, 2014; 80 FR 54407, Sept. 10, 2015]

**Appendix B**  
**2 CFR Part 170**

**Reporting Subawards and Executive Compensation**

**a. Reporting of first-tier subawards.**

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this appendix, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this appendix).
2. **Where and when to report.**
  - i. You must report each obligating action described in paragraph a.1. of this appendix to <http://www.fsrs.gov>.
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action listed in the submission instructions posted at <http://www.fsrs.gov>.

**b. Reporting Total Compensation of Recipient Executives.**

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - i. the total Federal funding authorized to date under this award is \$25,000 or more;
  - ii. in the preceding fiscal year, you received—
    - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- 2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this appendix:
    - i. As part of your registration profile at <https://www.sam.gov>.
    - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of Total Compensation of Subrecipient Executives.
- 1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this appendix, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
    - i. in the subrecipient's preceding fiscal year, the subrecipient received—
      - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  - 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this appendix:
    - i. To the recipient.
    - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month

of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this appendix:

1. Entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax-qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

[75 FR 55669, Sept. 14, 2010, as amended at 79 FR 75879, Dec. 19, 2014]



## **TABLE OF CONTENTS**

### **SECTION I - PROJECT DETAIL**

1. Project Description
2. Project Funding
3. Project Budget

### **SECTION II – LOAN AND GRANT TERMS**

4. Repayment
5. Security
6. Electronic Payments
7. Construction Completion Timeframe
8. Disbursement of Agency Funds
9. Reserves

### **SECTION III –REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS**

10. Environmental Requirements
11. Engineering Services
12. Contract Documents, Final Plans and Specifications
13. Legal Services
14. Property Rights
15. System Policies, Procedures, Contracts, and Agreements
16. Closing Instructions
17. Interim Financing
18. Construction Account
19. System Users
20. Other Funding
21. Proposed Operating Budget
22. Permits
23. Vulnerability Assessment/Emergency Response Plan (VA/ERP)
24. Bid Authorization

### **SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION**

25. Bid Tabulation
26. Contract Review
27. Final Rights-of-Way
28. Insurance and Bonding Requirements
29. Form AD-3031
30. Initial Compliance Review

## **SECTION V – REQUIREMENTS PRIOR TO LOAN CLOSING**

- 31. Vulnerability Assessment/Emergency Response Plan (VA/ERP)
- 32. Other Requirements

## **SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION**

- 33. Resident Inspector(s)
- 34. Preconstruction Conference
- 35. Inspections
- 36. Change Orders
- 37. Payments
- 38. Use of Remaining Funds
- 39. Technical, Managerial and Financial Capacity
- 40. Reporting Requirements Related to Expenditure of Funds

## **SECTION VII – SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN**

- 41. Prepayment and Extra Payments
- 42. Graduation
- 43. Security/Operational Inspections
- 44. Annual Financial Reporting/Audit Requirements
- 45. Annual Budget and Projected Cash Flow
- 46. Vulnerability Assessment/Emergency Response Plan (VA/ERP)
- 47. Insurance
- 48. Statutory and National Policy Requirements
- 49. Compliance Reviews and Data Collection

## **SECTION VIII – REMEDIES FOR NON-COMPLIANCE**

**Acronyms**

**Forms and Bulletins**

**Appendix A - System for Award Management and Universal Identifier Requirements**

**Appendix B – Reporting Subawards and Executive Compensation**

**Table of Contents**

**Topical Cross-Reference**

## TOPICAL CROSS-REFERENCE

<u>Keyword</u>	<u>Item Number</u>	<u>Section</u>
Age Discrimination Act	48	VII
Agreement, Engineering	11	III
Agreement, Lease	15	III
Agreement, Legal Services	13	III
Agreement, Other	15	III
Agreement, Parity / Intercreditor	5	II
Agreement, Parity / Intercreditor	15	III
Agreement, Water / Sewer User	15	III
Americans with Disabilities Act	48, 49	VII
Annual Operating Budget and Projected Cash Flow	45	VII
Annual Financial Reporting/Audit Requirements	44	VII
Audit (Construction)	40	VI
Audit (Servicing)	44	VII
Bid Authorization	24	III
Bid Tabulation	25	IV
Bond, Fidelity	28	IV
Bond, Fidelity	47	VII
Bond, Revenue and General Obligation	5	II
Budget and Projected Cash Flow, Annual Operating (Servicing)	45	VII
Budget, Project	3	I
Budget, Proposed Operating (Prior to Bid)	21	III
Certified Operator	32	V
Change Order	36	VI
Civil Rights Act of 1964	48	VII
Closing Instructions	16	III
Compliance Review (Initial)	30	IV
Compliance Review (Servicing)	48, 49	VII
Conflict of Interest	15	III
Conflict of Interest	43	VII
Construction Account	18	III
Construction Completion Timeframe	7	II
Contract Documents	12	III
Contract Documents	26	IV
Contract Review	26	IV
Contract - Water Purchase / Sewage Treatment	15	III
Contracts for Other Services	15	III
Cost Overruns	25	IV
Data Collection	49	VII
Debt Service Reserve	9	II
Disbursement of Agency Funds	5, 7, 8	II
Disbursement of Agency Funds	17, 18	III
Disbursement of Agency Funds	40	VI

Disbursement of Agency Funds	Appendix B	NA
Electronic Payments	4, 6	II
Electronic Payments	17, 18	III
Electronic Payments	30	V
English Proficiency, Limited	48	VII
Engineering Agreement	11	III
Engineering Fees	3	II
Engineering Services	11	III
Environmental Requirements	10	III
Excess Funds	25	IV
Extra Payments	38	VI
Extra Payments	41	VII
Felony Convictions or Tax Delinquent Status for Corporate Applicants, Assurance Regarding (Form AD-3031)	29	IV
Final Plans	12	III
Final Plans	22	III
Final Title Work (Rights-of-Way)	27	IV
Financial Statements	44	VII
Financial Statements	Appendix B	NA
Financing Statement	5	II
Graduation (Refinancing)	5	II
Graduation (Refinancing)	42	VII
Inspections (Construction)	35	VI
Inspections (Security/Operational)	43, 49	VII
Inspector, Resident	33	IV
Insurance and Bonding Requirements (Project)	28	IV
Insurance (Servicing)	47	VII
Insurance (Servicing)	Appendix B	NA
Insurance, Title	14	III
Insurance, Title	27	IV
Intercreditor Agreement	5	II
Intercreditor Agreement	15	III
Interest	3	I
Interest Rate	4	II
Interest Rate	17	III
Interim Financing	3	I
Interim Financing	8	II
Interim Financing	17	III
Interim Financing	30	V
Interim Financing	38, 40	VI
Interim Financing	44	VII
Lease Agreement	15	III
Legal Services	13	III
Limited English Proficiency	48	VII
Litigation	32	V
Loan Term	4	II
Non-Compliance	NA	VIII
Operating Budget, Proposed (Prior to Bid)	21	III
Operator, Certified	32	V
Other Funding	SUBJECT	NA

	LINE	
Other Funding	2	I
Other Funding	8	II
Other Funding	20	III
Parity / Intercreditor Agreement	5	II
Parity / Intercreditor Agreement	15	III
Payments	4, 6	II
Payments	30	V
Payments	37	VI
Payments	41	VII
Payments	Appendix B	NA
Permits	10	II
Permits	22	III
Plans, Final	12	III
Plans, Final	22	III
Positive Program to Encourage Connections	19	III
Preconstruction Conference	34	VI
Preliminary Engineering Report	1	I
Preliminary Engineering Report	3, 9	II
Preliminary Engineering Report	25	IV
Preliminary Title Work (Rights-of-Way)	14	III
Prepayment	41	VII
Project Budget	3	I
Project Description	1	I
Project Funding	2	I
Property Rights	14	III
Refinancing (Graduation)	5	II
Refinancing (Graduation)	42	VII
Repayment	4	II
Rehabilitation Act of 1973	48	VII
Remaining Funds, Use of	38	VI
Remedies for Non-Compliance	NA	VIII
Reporting Subawards and Executive Compensation	Appendix B	NA
Reserves	9	II
Reserves	19, 21	III
Resident Inspector	34	VI
Rights-of-Way, Final	27	IV
Rights-of-Way, Preliminary	14	III
Quarterly Reports	44	VII
Security	5	II
Security/Operational Inspections	43, 49	VII
Service Declination Statement	19	III
Sewage Treatment Contract	15	III
Short-Lived Assets Reserve	9	II
Specifications	12, 22	III
Statutory and National Policy Requirements	48	VII
System for Award Management	33	V
System for Award Management	Appendix A	NA
System Policies, Procedures, Contracts, and Agreements	15	III
Technical Assistance	15	III

Technical Assistance	21	III
Technical Assistance	23	III
Technical Assistance	31	V
Technical Assistance	39	VI
Technical Assistance	44, 45	VII
Technical, Managerial and Financial Capacity	39	VI
Title Work, Preliminary	14	III
Title Work, Final	27	IV
Universal Identifier	Appendix A	NA
User Agreement, Water / Sewer	15	III
Users, System	19	III
Vulnerability Assessment/Emergency Response Plan	23	III
Vulnerability Assessment/Emergency Response Plan	31	V
Vulnerability Assessment/Emergency Response Plan	46	VII
Water Purchase Contract	15	III





Rural Development

January 22, 2020

Alabama State Office

4121 Carmichael Road  
Suite 601, Sterling Centre  
Montgomery, AL 36106

Voice 334-279-3400  
Fax 855-304-8456

[www.rd.usda.gov/al](http://www.rd.usda.gov/al)

The City of Uniontown  
Jamaal Hunter, Mayor  
100 Front Street  
Uniontown, AL 36786

Amendment to the Letter of Conditions dated September 24, 2018.  
City of Uniontown, Alabama  
Sewage Collection and Treatment Rehab 2018

Dear Mayor Hunter;

USDA Rural Development hereby amends its Letter of Conditions as described below. This amendment corresponds to the number sections of the letter and must be understood and agreed to by the City. All other conditions of the referenced letter remain unchanged and in effect.

**14. System Policies, Procedures, Contracts and Agreements**

j. The City agrees to transfer all assets and liabilities of the water and sewer facilities to the Utilities Board including, but not limited to, real estate, all infrastructure such as water lines, pumps, tanks, sewer lines and pumps. All bank accounts that pertain to the water and sewer operation, customer deposits and all reserve accounts must be transferred to the Utilities Board.

k. The City agrees to execute any and all documents necessary to extend the contract with EOS, the third-party management company providing day to operation of the sewer and water system as required in the Letter of Conditions dated July 26, 2012, and to assign that contract to the Utilities Board.

All other terms and conditions of the USDA, Rural Development's July 26, 2012 and September 24, 2020. "Loan and Grant Approval Conditions" remain unchanged.

If the conditions in the September 24, 2018 letter and the conditions of this amendment are acceptable to you, please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions". If the Letter of Intent is not received within 15 days of the date of this letter, USDA, Rural Development reserves the right to de-obligate the grant of \$22,437,500.00.

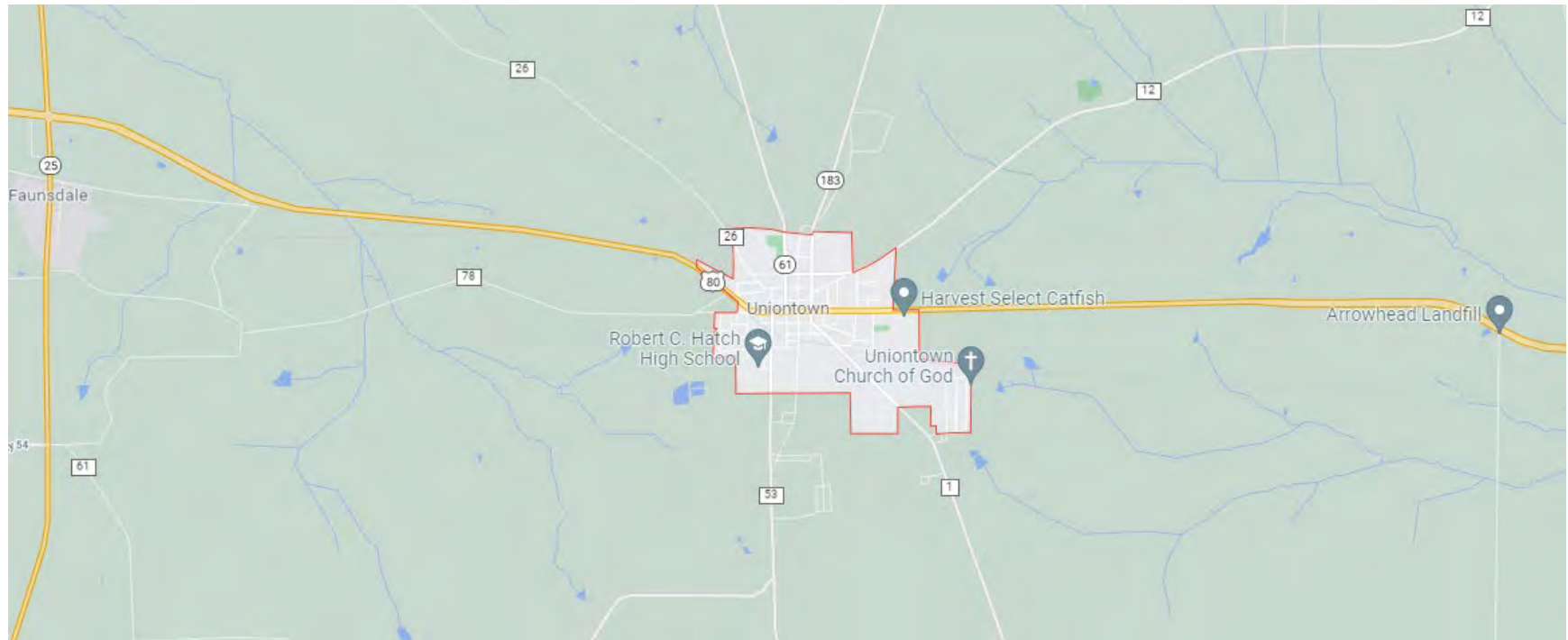
If you have any questions concerning this letter, please contact Allen Bowen, Community and Business Program Director, at (334) 279-3617 or Nivory Gordon, Area Director at (334) 682-4116.

Sincerely,

A handwritten signature in blue ink that reads "Allen Bowen". The signature is written in a cursive style with a large, stylized 'A' and 'B'.

Allen Bowen  
Community and Business Program Director

## UNIONTOWN, AL – Area Map



A RESOLUTION ADOPTING SERVICE RULES  
AND REGULATIONS  
OF  
UNIONTOWN WATERWORKS & SEWER BOARD

Be it resolved by the governing body Board of Directors of the Uniontown Waterworks & Sewer Board (hereinafter called the System, whether a non-profit System, water board, authority, city or town), that the Service Rules and Regulations of the System are as follows:

I. GENERAL POLICIES

- (a) All utility meters are property of the System. It is the responsibility of all customers to provide safe and adequate access to the utility meters for our utility personnel. It is the responsibility of the System's utility workers to turn on and off all System utilities.

II. TYPES OF SERVICE

- (a) The rate schedule set forth below contemplates a single user, such as one family dwelling, one farm dwelling with appurtenances, or one commercial operation, and will not be changed without the prior consent of the USDA Rural Development.

### III. RATE SCHEDULE – FEES / DEPOSITS

#### (a) WATER

RESIDENTIAL – Decreasing Block Rate			
Implementation	Description	Cost Inside City	Cost Outside City
Current	Minimum Bill (Includes 1 <sup>st</sup> 2000 gallons)	\$14.10	\$26.00
	2,001 – 10,000 gallons	\$2.50/1,000 gallons	\$2.50/1,000 gallons
	10,001 – 25,000 gallons	\$1.10/1,000 gallons	\$1.10/1,000 gallons
	25,001 – 50,000 gallons	\$0.93 /1,000 gallons	\$0.93 /1,000 gallons
	50,001 – 100,000 gallons	\$0.85/1,000 gallons	\$0.85/1,000 gallons
	All over 100,000 gallons	\$0.78/1,000 gallons	\$0.78/1,000 gallons

COMMERCIAL – Uniform Block Rate			
Implementation	Description	Cost Inside City	Cost Outside City
Current	Minimum Bill (Includes 1 <sup>st</sup> 1000 gallons)	\$24.00	Same as Inside
	All over 1,000 gallons	\$1.90/1,000 gallons	

INDUSTRIAL – N/A			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

GOVERNMENTAL – N/A			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

BULK / WHOLESALE – N/A			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

FIRE/HYDRANT – N/A			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

CUSTOM – N/A			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

## (b) SEWER

RESIDENTIAL – Uniform Block Rate			
Implementation	Description	Cost Inside City	Cost Outside City
Current	Minimum Bill (Includes 1 <sup>st</sup> 2,000 gallons)	\$18.10	Same as Inside
	All over 2,000 gallons	\$2.50/1,000 gallons	

COMMERCIAL – Uniform Block Rate			
Implementation	Description	Cost Inside City	Cost Outside City
Current	Minimum Bill (Includes 1 <sup>st</sup> 2,000 gallons)	\$24.00	Same as Inside
	All over 2,000 gallons	\$1.95/1,000 gallons	

INDUSTRIAL – N/A			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

GOVERNMENTAL – N/A			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

CUSTOM – N/A			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

## (c) FEES – DEPOSITS

Implementation	Description	Cost
Current	Meter Deposit - Owner	\$25.00 + \$50.00 turn-on fee
	Meter Deposit - Renter	Same as owner
	Meter Installation Fee – 5/8" or 3/4"	\$250 + deposit
	Meter Installation Fee – 1"	No Current Fee
	Meter Installation Fee – 2"	No Current Fee
	Meter Installation Fee – 4"	No Current Fee
	Meter Installation Fee – 6"	No Current Fee
	Meter Installation Fee – 8"	No Current Fee
	Meter Installation Fee – Other/Custom	No Current Fee
	Late Fee	Greater of \$1 or 10% of the bill
	Non-Payment Fee	\$25.00
	Meter Re-Read Fee	No Current Fee
	Meter Bench Test Fee	No Current Fee
	Punitive Fee	No Current Fee
	Sewer Lateral Installation Fee	\$250 + deposit
	Sewer Lateral Inspection Fee	No Current Fee



#### IV. APPLICATION FOR SERVICE

- (a) GENERAL APPLICATION - The consumer will fill out an application for service, in person, at the office of the System at the same time they make the necessary deposits as required. The signature of the designated water user indicates his/her agreement to accept responsibility for any indebtedness incurred for water and sewer use. However, if the designated water user terminates service with an outstanding bill in excess of the deposit, his/her signature above represents acceptance of responsibility for any outstanding balance and this balance must be paid before the applicant can obtain services at another location in the service area.
- (b) RENTER APPLICATION - Both Renter and property owner will fill out an application for service, in person, at the office of the System at the same time they make the necessary deposits as required. The property owner must provide proof of ownership of the property being rented. This may be done by providing a copy of a deed, property tax payment receipt or another utility bill addressed to the property owner at the property address. The signature of the designated water user indicates his/her agreement to accept responsibility for any indebtedness incurred for water and sewer use. If the renter moves with an outstanding bill in excess of the deposit, the System will begin a collection process in order to secure payment for those services from the renter. However, if the System is unable to collect payment from the renter, the property owner's signature on the renter's application represents acceptance of responsibility for any outstanding balance and this balance must be paid before the property can be rented to another individual.
- (c) DEPOSITS - Meter deposits will be required of all consumers when water and/or sewer service becomes available. The representative meter deposits are outlined in Section III of this document.

#### V. CHARGES FOR USERS AGREEING TO USE SERVICE

- (a) Each consumer applying for new service of the System shall pay a non-refundable Meter Installation Fee plus the applicable Meter Deposit as outlined in Section III of this document.

#### VI. MINIMUM CHARGE

- (a) The minimum charge, as provided in the rate schedule, shall be made for each connection subscribed for under provisions of Section V above, and shall be collected until consumer notifies System to remove or lock meter until service is desired.
- (b) Water and/or sewer furnished for a given lot shall be used on that lot only. Each consumer's service must be separately metered at a single delivery and metering point.
- (c) Bills are due by the 10<sup>th</sup> day of the month. Non-payment by 4:00 PM on the 10<sup>th</sup> day of the month will result in a Late Fee as defined in Section III of this document. Non-payment by 4:00 PM on the 20<sup>th</sup> day of the month will result in a Non-Payment

Fee as defined in Section III of this document and the termination of service or the customer being locked off for non-payment.

- (d) The System shall not under any condition furnish water or sewer free of charge to anyone except under legal certain provisions set forth by the Board and approved by the USDA, such as fire protection.

## VII. SYSTEM'S RESPONSIBILITY AND LIABILITY

- (a) The System shall run a service line from its distribution line to the property line where the distribution line exists, or is to be constructed, and runs immediately adjacent and parallel to the property to be served. No service charge, other than the Meter Installation Fee and representative Meter Deposit referred to in Section V above, will be made for a 5/8" or 3/4" meter. A proportionately greater charge will be made for a meter of larger dimension.
- (b) The System may make connections to service other properties not adjacent to its lines upon payment of reasonable costs for the extensions of its distribution lines as may be required to render such service.
- (c) The System may install its meter at or near the property line or, at the System's option, on the consumer's property within three feet of the property line.
- (d) The System reserves the right to refuse service unless the consumer's lines or piping are installed in such a manner as to prevent cross-connections or backflow.

## VIII. CONSUMER'S RESPONSIBILITY

- (a) Where meter or meter box is placed on the premises of a consumer, a suitable place shall be provided by the consumer therefore, unobstructed, and accessible at all times to the meter reader.
- (b) The consumer's piping and apparatus shall be installed and maintained by the consumer at the consumer's expense, in a safe and efficient manner and in accordance with the System's Rules and Regulations and in full compliance with the sanitary regulations of the Alabama Department of Environmental Management (ADEM).
- (c) Water and/or sewer service furnished by the System shall be used for consumption by the consumer, members of the household living in the same dwelling, and employees only. No multiple users from one meter will be tolerated.
- (d) The consumer shall not sell water and/or sewer service to any other person or permit any other person to use said water and/or sewer service. Water shall not be used for irrigation, fire protection or other purposes, except under certain legal provisions set forth by the board and approved by the USDA and when it does not interfere

with the regular domestic consumption and demand in the area served. Disregard for this rule shall be sufficient cause for refusal or discontinuance of service.

IX. ACCESS TO PREMISES

- (a) Duly authorized agents of the System shall have access, at all reasonable hours, to the premises of the consumer, for the purpose of installing or removing System property, inspecting piping, reading and testing meters, or for any other purpose in connection with the System service and facilities.
- (b) Extensions of the system shall be made only when the consumer shall grant or convey to the System, a permanent easement or right of way across any property traversed by the water and/or sewer lines.

X. CHANGE OF OCCUPANCY

- (a) Not less than 7 days' notice must be given in person or in writing, at the System office, to discontinue service or to change occupancy. A customer account with an outstanding balance due to the System shall not be transferred to another name of an individual, agency or business entity for the purpose of procuring water and/or sewer service for the same address without the outstanding balance due to the System being satisfied in full.
- (b) The Outgoing party shall be responsible for all water and/or sewer consumed up to the time of departure or the time specified for departure, whichever period is longer.

XI. METER READING – BILLING – COLLECTING

- (a) Meters will be read, and bills rendered monthly, but the System reserves the right to vary the date or length of period covered temporarily or permanently if necessary or desirable.
- (b) Bills for water and/or sewer will be figured in accordance with the System's water and/or sewer rate schedule and will be based on the amount of water and/or sewer consumed during the period covered by the water and/or sewer readings except where a consumer orders a turn-off less than one month after a turn-on. The minimum bill to such consumer for such period shall be equal to the minimum charge of both water and sewer if applicable of one full month's service.
- (c) Readings from different meters will not be combined for billing.
- (d) Bills shall be paid at such place specified by the System.
- (e) Bills are due by the 10<sup>th</sup> day of the month. Non-payment by 4:00 PM on the 10<sup>th</sup> day of the month will result in a Late Fee as defined in Section III of this document.

- (f) Delinquent notices may be mailed to consumer on the first business day following the 10<sup>th</sup> of each month, but whether mailed or not, non-payment by 4:00 PM on the 20<sup>th</sup> day of the month will result in a Non-Payment Fee as defined in Section III of this document and the termination of service or the customer being locked off for non-payment.
- (g) Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the consumer from payment.

## XII. SUSPENSION OF SERVICE

- (a) When services are discontinued, and all bills have been paid, the meter deposit will be refunded.
- (b) Upon discontinuance of service for nonpayment of bills, the meter deposit will be applied by the System toward settlement of the account. Any balance will be refunded to the consumer but if the meter deposit is not sufficient to cover the bill, the System may proceed to collect the balance in the usual way provided by law for collection of debts.
- (c) Service disconnected for nonpayment will be restored only after all existing charges have been paid, including, but not limited to, any service charges, penalties, fees, and any additional deposits as required.
- (d) When a service has been locked for non-payment, at a customer's request or other allowable reasons, the system has the right to remove the meter from the meter box 30 days following the meter lock date. If service is restored to said meter location, customer will be charged any delinquency on the account and for a new meter service.
- (e) When a service is locked for non-payment or at a customer's request and payment is then made (in full) on said service, the System will unlock or restore service to customer on or before the next business day at the time the payment was accepted at the office.
- (f) When it is identified that multiple users are connected to one meter, the Account Owner of the meter will be notified that a separation of meters must occur. If the Account Holder does not comply within 30 days, the meter of the Account Holder will be locked until the situation has been rectified.
- (g) The System reserves the right to discontinue service without notice for the following additional reasons:
  - 1) To prevent fraud or abuse
  - 2) Consumers willful disregard of the System's rules

- 3) Emergency repairs
  - 4) Insufficiency of supply due to circumstances beyond the System's control
  - 5) Legal processes
  - 6) Direction of public authorities
  - 7) Strike, riot, fire, flood, accidents, emergencies, Acts of God or any unavoidable cause
  - 8) Theft of Service (as defined in Section 13 A-8-23 of the Code of Alabama as last amended).
    - i. Neither the System nor its directors, employees or agents shall be liable to the customer for a determination that a theft of service has occurred so long as said determination is made in good faith by said directors, employees or agents.
  - 9) Should any person, firm or other entity be deemed by the Directors or any employee or agent of the System to have committed any act giving rise to a discontinuance of service under the provisions of Section XII (f) 1, 2, or 8, then in order to obtain service restoration there shall first be paid the System a Punitive Fee as defined in Section III of this document, all delinquent charges and any additional costs incurred by the System.
- (h) The System may, in addition to prosecution by law, permanently refuse service to any consumer who tampers with a meter or other measuring device.

### XIII. COMPLAINTS -- ADJUSTMENTS

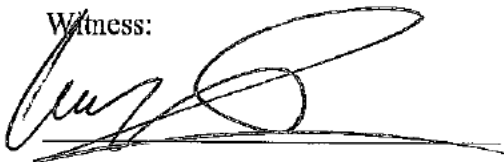
- (a) If there is a problem with water service at your location or to report a water leak, call (334) 628-2011, or after-hours at (334) 628-2442. If the problem is past the meter no work shall be done on or to private property. The System shall maintain water service lines from the meter to the main line. The System's responsibility stops at the meter. If multiple calls are made with crews responding and at no fault of the System's services, service fees may be applied to customers next billing cycle. If problem is found on System's line, then no charges shall be applied.
- (b) If the consumer believes his/her bill to be in error, he/she shall present his/her claim, in person, at the office of the System before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in preventing discontinuance of service as heretofore provided. The consumer may pay such bill under protest and said payment shall not prejudice his claim. Complaints arising from a hardship that can be supported with documentation, such as, but not limited to the following: unemployment, disability, medical excuses will

be considered on a case-by-case basis and may qualify for repayment assistance relief.

- (c) The System will make a special meter reading at the request of the consumer for a fee defined in Section III of this document, however, if such special reading discloses that the meter was over-read, no charge will be made.
- (d) Meters will be tested at the request of the consumer upon payment in the amount defined in Section III of this document to the System.
- (e) If the seal of a meter is broken by any means, other than the System's representative or if the meter fails to register correctly or is stopped for any cause, the consumer shall pay an amount estimated from the record of his previous bills and/or from other proper data on file at the utility office.

ADOPTED this 13 Day of October, 2020.

Witness:



Uniontown Waterworks & Sewer Board

BY: Clarence Black  
Chairperson

BY: Joyce M. Banks  
Vice Chairperson



## **UNIONTOWN WASTEWATER TREATMENT SYSTEM UPDATE AS OF AUGUST 2020**

Uniontown is an impoverished minority community with a population of approximately 2,500. For some time, Uniontown has had severe financial difficulties and has deferred maintenance and upgrades to its wastewater collection system, treatment plant, and spray field and has underfunded system operations. As a result, a number of noncompliance issues have occurred and caused the Alabama Department of Environmental Management (ADEM) to undertake necessary enforcement actions. Since ADEM has exhausted its legally available enforcement options against Uniontown the matter is now in the hands of the courts.

On November 20, 2015, the Court ordered that ADEM's application for an injunction was granted, but also allowed for a stay of the injunction during which time Uniontown was required to submit an Engineering Report to determine a path toward compliance. Unlike any other sector holding water permits, it is nearly impossible to shut down the operation of a sanitary wastewater treatment plant. To do so would result in sanitary system overflows, sewage backup into homes, and the discharge of untreated wastewater into water bodies, which certainly poses a greater risk to human health and the environment than discharging partially treated wastewater. That is why neither ADEM nor the court has shut down the Uniontown wastewater system.

It is the obligation of the permit holder to design, build, and operate its facility to meet the permit conditions set by ADEM or be subject to enforcement action. Although it is solely the responsibility of the permit holder to meet permit conditions, ADEM has been working for a number of years with local elected officials, design engineers, operating engineers, ADECA, USDA, EPA, Congresswoman Terri Sewell, and others to find a solution to Uniontown's wastewater problems so it can meet its permit requirements.

Substantial funds from a 2013 USDA grant and loan were expended on the treatment plant; however, the collection system was not materially refurbished and is in such a state of disrepair that storm water inflows completely overwhelm the treatment plant as well as the undersized spray field. The majority of the collection system has been surveyed using a video probe to determine what repairs are necessary. Uniontown was required by the Court to submit to ADEM an assessment of the alternatives it considered to achieve compliance with the Alabama Water Pollution Control Act and its Permit and to determine which remedial action(s) it would pursue. ADEM encouraged the City to engage the public in its decision-making process. ADEM attended community meetings in Uniontown on December 5, 2016 and February 23, 2017. These community meetings were planned by the City to inform the citizens of the issues with the sewer system and the options considered to return the system to compliance.

Pursuant to the 2015 Court Order, Uniontown has submitted an Engineering Report to the Department which assessed the alternatives considered and identified the option of routing the wastewater from the existing treatment plant to a new wetlands treatment system with a discharge of treated wastewater to Freetown Creek as the chosen alternative of those assessed in the Report. Uniontown has not yet submitted an application to the Department for a National Pollutant Discharge Elimination System (NPDES) permit for the discharge of wastewater for the above noted compliance option.

In November 2018, USDA announced a \$23.4 million grant to address Uniontown's wastewater treatment system. This grant would cover approximately 75% of the total estimated \$31 million cost of the upgrades. Commitments for the remaining cost have been obtained. It is the Department's understanding that Uniontown is now reassessing options of wastewater treatment or routing the wastewater to the Demopolis Wastewater Treatment Plant (WWTP) for treatment, rather than relying on the compliance alternative identified in the above noted Engineering Report. USDA held stakeholder meetings in November 2018 and October 2019 regarding the Uniontown wastewater system. USDA has indicated that future stakeholder meetings are planned to share information and obtain stakeholder views. The Water Works and Sewer Board of the City of Uniontown was officially formed on April 30, 2019 to oversee the management of the water and wastewater systems in Uniontown.

Although the process has been painfully slow, progress is continuing. Regular updates are provided to the Court and ADEM. Updates to the 4th Judicial Circuit Court took place on August 24, 2016, January 12, 2017, June 21, 2017, October 10, 2017, April 12, 2018, September 13, 2018, and January 7, 2019.

During February 2018 to May 2018, Uniontown reported increased and more significant unpermitted discharges of wastewater from the spray field and additional overflows at the treatment lagoon. These chronic issues appeared to be increasing in number, volume, frequency, and severity. ADEM requested Uniontown give these matters immediate attention and take corrective measures to minimize and mitigate increased overflows and the risk of catastrophic failures of the system. Additionally, ADEM requested that Uniontown be vigilant in ensuring that any notifiable sanitary sewer overflows are noticed to the public so that the public can avoid contact with affected areas as necessary.

On June 5, 2018, the Courts granted Uniontown's Motion to Perform All Necessary Work to Avoid Catastrophic Breaches and ordered the City to perform all necessary work at the wastewater collection and treatment system, treatment lagoons, and spray field in order to avoid, reduce and prevent future catastrophic breaches. On November 29, 2018, Uniontown informed ADEM that emergency overflow pipes had been installed at the treatment lagoons and spray field. Uniontown indicated that the overflow pipes should protect the treatment lagoon dams from breaching and prevent a major failure of the spray field berm.

On April 11, 2019, Black Warrior Riverkeeper, Inc. and Black Belt Citizens Fighting for Health and Justice filed a motion in the Circuit Court of Perry County to intervene in the 2012 action. On October 1, 2019, a landowner also filed a motion to intervene in the 2012 action. A hearing was held on these motions on February 7, 2020, and the matter is under submission.

ADEM has played an active role participating in discussions with stakeholders regarding funding solutions and treatment/disposal options including meeting with federal representatives, concerned Uniontown citizens, and the USDA. ADEM will continue to engage stakeholders and assist Uniontown in bringing resolution to this matter.

Public records regarding the City of Uniontown's Wastewater Treatment Plant are available in the Department's [eFile](#) system by selecting water as the media and entering the permit number AL0063657.

TO: Tyrone Brown

FROM: Clarence Black, Chairman, City of Uniontown Waterworks and Sewer Board

DATE: August 24, 2020

Thank you for your time in meeting with me, Rob White, Alabama Rural Water Association, and Kathy Horne, Water Management Services, Inc. last week to discuss negotiations regarding your real property located in downtown Uniontown. As mentioned, the Utilities Board is interested in reaching an Agreement to lease the property for the purpose of housing the Utilities Board. We need certain limited renovations which have been provided to you and which are necessary for the needs of the day-to-day operation of the Utilities Board.

It was agreed last week that a written offer be provided for your consideration of a formal Lease Agreement with the Utilities Board. Therefore, we have consulted with the USDA regarding any provisions of the Lease Agreement terms and offer the following:

**MONTHLY RENTAL: \$1,100.00**

**TERM: 7 YEARS**

**The Utilities Board would agree to pay the First Year Annual Rent in the amount of \$13,200.00 in advance. Year 2 through Year 7 the Utilities Board will make rental payments in the amount of \$1,100.00 per month.**

As discussed previously, the Utilities Board is facing a deadline in locating office space to accommodate their operation. We ask that you contact Kathy Horne or Rob White with your response to this offer by Monday, August 31, 2020. The Utilities Board will meet Sept 8<sup>th</sup> and would like to include the Lease Agreement on the Agenda. Thank you so much, Tyrone, for working with us in this regard. We will look forward to hearing from you.

**014751**

## **The Waterworks and Sewer Board of the City of Uniontown**

### **Public Records Request Policy**

The Waterworks and Sewer Board of the City of Uniontown (referred herein also as "Board") acknowledges and supports the public's right to inspect and make copies of public records as allowed by Alabama law. This Policy was adopted and implemented in accordance with The Open Records Law of the State of Alabama, the Alabama case law governing and interpreting the public's right to inspect public records.

#### **Intent**

This Policy is intended to (a) ensure that the inspection of public records held by **The Waterworks and Sewer Board of the City of Uniontown** is performed by those with a legitimate interest in the requested records, (b) to maintain the integrity of the public records, (c) to provide an orderly process to facilitate the citizenry's right to inspect public records, and (d) to promote the public's interest in having the business of government carried on efficiently and without under interference.

#### **Records Available for Public Inspection**

Many records of the Board are available to the public for inspection, including the following commonly requested records:

- Resolutions and minutes of meetings;
- Certain documents related to awarding public contracts; and
- Summaries and documents approved by the Board

However, as proscribed by the Code of Alabama and interpretive court decisions, some records are not available for public inspection. Records typically not subject to public inspection include those where privacy or security issues are of overriding importance, or where documents are not necessary to record the status and condition of business carried out by the Board. Such exceptions from disclosure may include, but not be limited to:

- Information received by a public officer in confidence;
- Sensitive personnel records;
- Law enforcement investigative reports;
- Banking records;
- Tax returns and financial statements;
- Records which would be detrimental to the best interests of the public if disclosed, such as those related to security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure;

- Documents regarding pending, threatened or anticipated litigation or arbitration, and other documents created by or at the direction of the Board's attorney(s) or communications by and between the Board and its attorney(s) where legal advice is sought, discussed and/or received.

#### **Procedure for Requesting Public Records**

To request public records, a requesting party must complete a Public Records Request Form (PRRF), available at the reception desk at the Board's office location in or about Uniontown, Alabama. PRRFs are available during normal business hours, Monday through Friday. If submitting the completed PRRF in person, please return it to the receptionist on duty at the time of your visit to the Board's office location. If returning the PRRF by mail, please address it as follows:

The Waterworks and Sewer Board of the City of Uniontown

Attn: Office Manager

Public Records Request

PO Box 236, Uniontown, Alabama 36786

**The submission of a fully completed PRRF is the exclusive procedure for requesting public records from The Waterworks and Sewer Board of the City of Uniontown, including its employees, agents and representatives.** The Board will not respond to any request for public records submitted through any other process other than that set forth herein. Furthermore, the Board will not respond to any incomplete PRRF. A party who submits an incomplete PRRF may resubmit a fully completed PRRF, which the Board will treat as a separate and distinct request to inspect public records.

#### **Cost for Inspection and Copying of Public Records**

It is necessary for the Board to assess a reasonable charge to all requesting parties for certain costs associated with a public records request.

**Time.** If a request is deemed, or becomes, time-intensive, defined as requiring more than one hour of Board employee or Operations and Management employee time to complete, a fee of \$25 per hour will be charged beginning with the second hour. Partial hours will be billed in quarter hour increments (i.e. \$6.25 per 15 minute increment). If it is estimated charges will reach or exceed \$50, a cash deposit of half the estimated amount will be required before personnel within the Board office undertake a search for the requested records.

**Copying Expenses.** Photocopies of letter or legal-size records subject to public inspection may be obtained at a cost of \$0.25 per page. The cost of specialized documents, such as maps or large documents are subject to a higher fee as determined on a case-by-case basis based upon the size of the document requested and whether the document can be reproduced in-house or must be sent to an outside vendor for replication. The Board will provide requesting parties the cost of such reproduction prior to copying and the Board may require full or partial payment in advance. Electronic copies of public records subject to public inspection may be obtained at a cost of \$25.00 per DVD or 8GB flash drive required to copy the requested records.

## Responding to Requests for Inspection of Public Records

The Board endeavors to provide timely responses to requests received in accordance with this Policy. The length of time it takes the Board to respond to a request is dependent upon a number of factors, including, but not limited to:

- The age, location and availability of the records sought;
- Whether the records sought are kept in electronic or paper form;
- Resolution of any legal issues that may exempt or prohibit particular records from disclosure;
- The availability of Board staff or Operation and Management staff to undertake the search for and/or copying of the requested records;
- If any search and/or copying of requested documents cannot be completed by the Board within 15 business days, the individual requesting the records will be notified.

The Board will make a reasonably diligent search for the records requested. The Board will not assemble reports or compile data that is not already being assembled or compiled in the normal course of business. When appropriate, information resources will be provided to enable the requestor to assemble or compile their own reports or data. If providing this information requires staff time and other resources, these costs will be borne by the requesting party.

Unless otherwise requested, and subject to any corresponding payment obligations, the Board will make available for inspection the records it discovers pursuant to a request and that it determines are subject to inspection. The Board will not unilaterally reproduce records. When records are available for inspection, the Board will respond to set a mutually convenient date and time, and reasonable timeframe for the inspection. Absent extraordinary circumstances, an inspection shall only be allowed on regular business days, Monday through Friday, between 9:00 a.m. and 3:00 p.m. When copies of records are provided, they may be obtained during the same hours.

### **Revisions to Policy**

This policy is subject to revision as permitted or required by changes to Alabama law governing the disclosure public records.



## The Waterworks and Sewer Board of the City of Uniontown

### Public Records Request Form

Please type or print all requested information in the fields provided and submit completed form in-person or via mail to:

The Waterworks and Sewer Board of the City of Uniontown

Attn: Office Manager

Public Records Request

PO Box 236, Uniontown, Alabama 36786

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

#### **I Request to:**

☐ Inspect the following public records of the Board. I agree that I will not cause harm or damage to any public record and further agree that these records will not be removed from Board premises at any time. I understand I will be required to pay fees as described in the Public Records Request Policy if my request is deemed time-intensive.

☐ Receive Copies of the following public records of the Board. I understand that I will be required to pay fees as described in the Public Records Request Policy.

☐ Electronic Copies - If available, please provide electronic copies of documents on \_\_\_\_\_ DVD-R or \_\_\_\_\_ USB Flash Drive. I understand that electronic documents will likely be provided in PDF format.

The Board reserves the right to require inspection before copies are provided.

#### **Description of Document(s) and Purpose of Request:**

##### **Description of Document(s)**

Requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

##### **Purpose of**

Request: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**014755**

The Alabama Open Records Act and related case law allows certain boards to require a reason be provided to show a direct, legitimate interest in the specific document(s) requested. Statements should communicate a direct interest in the specific materials requested (i.e. "I am a student doing a paper on...") and should not be general statements of entitlement (i.e. "I am a taxpayer" or "It is a public document.").

**The Requesting Party will be notified:**

- 1) Of the estimated costs associated with completing the request\*;
- 2) If their request is expected to take longer than 15 business days; and
- 3) Upon completion of the search and/or copying of the public records request.

*\*Estimates exceeding \$50 will require a deposit of half the estimated amount. Please see the Public Records Request Policy for details.*

Clarence Black  
Clarence Black, Chairman

10-13-21  
Date

**FOR STAFF USE ONLY**

Date received and reviewed by Office Manager: \_\_\_\_\_

Initials: \_\_\_\_\_

Reviewed by Board Attorney Y/N?: \_\_\_\_\_ Date: \_\_\_\_\_

Initials: \_\_\_\_\_

Action Taken (check one):      ☐ Approved      ☐ Denied

Responding Department(s): \_\_\_\_\_

Estimated Time to Complete: \_\_\_\_\_ Actual Time to Complete: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_

Is this a time-intensive request Y/N?: \_\_\_\_\_ Deposit Required Y/N: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Person(s) Fulfilling Request: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**Complete Upon Fulfillment of Request**

Total Page Count: \_\_\_\_\_ Copies Provide on Electronic Media Y/N?: \_\_\_\_\_

Amount Paid by Requesting Party: \$ \_\_\_\_\_ Receipt Provided Y/N?: \_\_\_\_\_

Description or List of All Documents Provided to Requesting Party for Inspection and/or Copying:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Custodian of Records

Date

\_\_\_\_\_

\_\_\_\_\_

**COMPLETED FORM MUST BE RETURNED TO THE OFFICE MANAGER**

**014757**



State of Alabama  
Department of Revenue

Letter Id: L0817546656

(www.revenue.alabama.gov)  
50 North Ripley Street  
Montgomery, Alabama 36132

June 25, 2020

CONFIDENTIAL

In order to access the My Alabama Taxes (MAT) website, you will need your Account Number, Sign-On ID and Access Code listed below.

TAX TYPE	TAX CODE	ACCOUNT NUMBER	SIGN ON ID	ACCESS CODE
Utility Gross Receipts Tax	UP	R010738497	(b) (4)	(b) (4)

Please keep this letter in a safe place and do not disclose your Sign On ID and Access Code numbers to anyone. To review instructions on how to make payments and/or file returns using the MAT system, visit our website at <https://myalabamataxes.alabama.gov>. If you have any questions and wish to speak to an Alabama Department of Revenue (ADOR) representative, please call 1-800-322-4106 and select the appropriate option.

Act No. 2006-552, specifies that for each occasion a business taxpayer is obligated to make a tax payment of \$750 or more to the Alabama Department of Revenue (ADOR), such payment must be remitted electronically through an electronic funds transfer (EFT) method. Voluntary participation of transactions less than \$750 is encouraged.

E-Pay Only: The ADORs MAT website offers a `Make a Payment Only` feature, giving taxpayers the capability to make electronic payments for the various corporate income, individual income, and business taxes administered by the Department. To make your payment online, simply visit our website at <https://myalabamataxes.alabama.gov>. Billing payments may also be made on the website and no pre-registration is required to make a billing payment.

E-File & E-Pay: The state requires the following taxes to be e-filed through the My Alabama Taxes system: State Sales, Use, Lodgings, Rental, Utility, Mobile Telecommunications, Nursing Facilities, Pharmaceutical Provider, Prepaid Wireless Service Charge, Contractors Gross Receipts, Freight Line and Equipment, and State-administered Local Sales, Use, Lodgings, and Rental taxes. In order to avoid penalties, a tax report must be filed for each month, even if no tax is due unless authorized by the Department of Revenue. Non-state administered Local Sales, Use, and Rental taxes may be filed and paid through the My Alabama Taxes system beginning October 1, 2013. To e-file your returns on-line, please visit our website at <https://myalabamataxes.alabama.gov>. Do not mail paper returns for taxes e-filed through this system.

ALABAMA DEPARTMENT OF REVENUE  
PO BOX 327900  
MONTGOMERY, AL 36132-7900  
UGR

Provider Code 4400

PRESORTED  
FIRST CLASS MAIL  
U.S. POSTAGE PAID  
MONTGOMERY  
ALABAMA  
Permit No. 109

WATERWORKS & SEWER BOARD OF THE  
CITY OF UNIONTOWN THE  
100 FRONT STREET  
UNIONTOWN, AL 36786

014758

≡ **My Alabama Taxes**

Welcome, Clarence Black

⚙ Settings

🔒 Log Off

🏠 My Alabama Taxes > Messages > Annual License Renewal

💬 Message

Clarence Black  
rwhite@alruralwater.com

> Message

📄 I Want To

[Reply](#)

[Delete](#)

💬 Annual License Renewal Enhancements

Received: Monday, Mar 15, 2021 6:00:33 PM  
Subject: Annual License Renewal

You will see a slight change in the return appearance to allow for enhancements to the system for the Annual License Renewal process. There should be no structural changes to the returns, only the addition of an instructions page.  
Should you have any questions and/or concerns regarding the changes to the appearance and flow of the returns, please feel free to contact the Department at 334-242-1490.

**014759**



2020  
UTILITY TAX LICENSE  
State of Alabama  
Alabama Department of Revenue

ISSUED TO:

WATERWORKS & SEWER BOARD OF THE CITY OF  
UNIONTOWN THE  
100 FRONT STREET  
UNIONTOWN, AL 36786

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-21-80/88 CODE OF ALABAMA  
1975, AS AMENDED.

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
UGR	R010738497	03/1/2020	12/31/2020

NON TRANSFERABLE  
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NON TRANSFERABLE.

NAICS CODE: 926130

STATE OF ALABAMA  
DEPARTMENT OF REVENUE

*Derrick Coleman*  
Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE  
P.O. BOX 327900  
MONTGOMERY, AL 36132-7900  
UGR

PRESORTED  
FIRST CLASS MAIL  
U.S. POSTAGE PAID  
MONTGOMERY  
ALABAMA  
Permit No. 109

Provider Code 4400

WATERWORKS & SEWER BOARD  
OF THE CITY OF UNIONTOWN  
THE  
100 FRONT STREET  
UNIONTOWN, AL 36786

014760



**BYLAWS  
OF  
THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN**

---

**SEAL**

1. The corporate seal shall have inscribed thereon the name of the corporation and the words "CORPORATE SEAL" and "ALABAMA".

**DIRECTORS**

1. The property and business of this corporation shall be managed by its board of directors. The members of the board of directors shall be elected in a manner as prescribed by state law. The members of the board of directors shall be elected for the terms of office provided by law.

2. The directors may hold their meetings and have one or more offices and keep the books of the corporation at such places as they may from time determine.

3. In addition to the powers and authorities by these bylaws expressly conferred upon it, the board of directors may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these bylaws denied to them.

4. The members of the board of directors shall be reimbursed for all actual expenses incurred by them in and about the performance of their duties hereunder. The chairman of said board may, at the discretion of the board of directors, be paid a director's fee in an amount not exceeding ~~\$15.00 each month~~ \$600 per meeting attended, not to exceed seven thousand two hundred dollars (\$7,200) per year, and each member of the board of directors other than the chairman may be paid a director's fee in an amount not exceeding \$10.00 each month four hundred dollars (\$400) per meeting attended, not to exceed four thousand eight hundred dollars (\$4,800) per year."

5. The directors of the corporation shall be elected by the governing body of the municipality, and they shall be so elected that they shall hold office for staggered terms. The first term of office of one director shall be two years, of another director shall be four years, and of the third director shall be six years as shall be designated at the time of their election, and thereafter the term of office of each director shall be six years. The governing body of the City of Uniontown may, at its option, increase the board of directors from three to five members to serve according to all the conditions and terms set forth by law. In the event the governing body elects to increase such board of directors from three to five members, one member added to the board shall be appointed for a term of four years and the remaining member for a term of six years, and thereafter the term of each such director shall be six years.

## **MEETINGS OF THE BOARD OF DIRECTORS**

1. Regular meetings of the board may be held upon the posting of notice consistent with the Alabama Open Meetings Act (Ala. Code Section 36-25A-1 et seq.) at such time and place as shall be consistent with the Act as determined by the Board.
2. Special meetings of the board may be called by the chairman on one day's notice to each member of the board. Special meetings may be called by any two members of the board upon one day's notice to each member of the board. In any event, notice shall be consistent in all cases with the Alabama Open Meetings Act. Notice of special meetings shall be posted as soon as practicable after the meeting is called and in no event less than 24 hours before the meeting is scheduled to begin unless such notice is prevented by emergency circumstances requiring immediate action to avoid physical injury to persons or damage to property; or relates to a meeting to be held solely to accept the resignation of a public official or employee. In such situations, notice shall be given as soon as practical, but in no case less than one hour before the meeting is to begin. Posted notice pursuant to this section shall include the time, date, and place of meeting. If a preliminary agenda is created, it shall be posted as soon as practicable. If a preliminary agenda is not available, the posted notice shall include a general description of the nature and purpose of the meeting.
3. At all meetings of the board, a majority thereof shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the members of the board present at any meeting at which there is a quorum shall be the act of the board.

## **OFFICERS**

1. The officers of the corporation shall be chosen by the board of directors and shall consist of a chairman of the board, a vice chairman of the board, a secretary of the corporation, and a treasurer of the corporation. The chairman and vice chairman of the board must be members of the board, and said offices shall not be held by the same member. The secretary and the treasurer of the corporation shall also be members of the board and said offices may be held by the same person or different persons.
2. The board may appoint such employees and agents as it may deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

3. The salaries of the directors of the board shall comport at all times with State law; thus, they are subject to approval by the governing body of the municipality as prescribed by law. The salaries of employees and agents of the corporation shall be fixed by the board.

4. The officers of the corporation shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the board may be removed at any time by the affirmative vote of a majority of the whole board.

### **CHAIRMAN OF THE BOARD**

1. The chairman of the board shall be the executive officer of the corporation. He/she shall preside at all meetings of the board and see that all orders and recommendations of the board are carried into effect. He/she shall execute all contracts of the corporation.

### **THE VICE CHAIRMAN**

1. The vice chairman of the board shall have the same powers and duties as the chairman except that he/she shall preside at meetings of the board only in the absence of the chairman. In the event the chairman refuses to sign a document approved by the majority of the Board, or execute some other ministerial function, the vice chairman may sign or execute the same in his stead.

### **THE SECRETARY**

1. The secretary of the corporation shall attend all sessions of the board and record the minutes of all proceedings thereof in a book to be kept for that purpose. He/she shall give, or cause to be given, notice of all meetings of the board. He/she shall keep in safe custody the seal of the corporation and, when authorized by the board, shall affix the same to any instrument requiring it and shall attest it. He/she shall perform such other duties as may be prescribed by the board.

### **THE TREASURER**

1. The treasurer of the corporation shall be the custodian of all funds of the corporation and shall withdraw and expend the same from time to time as may be authorized by the board. He/she shall perform such other duties as may be prescribed by the board.

### **DUTIES OF OFFICERS MAY BE DELEGATED**

1. In case of the absence of any officer of the corporation, or for any other reason that the board may deem sufficient, the board may delegate, for the time being, the powers and duties, or any of them, of such officer to any other officer, provided that a majority of the entire board concurs therein.

### **CHECKS**

1. All checks or demands for money or notes of the corporation shall be signed by such officer or officers as the board may from time to time designate. Two signatures shall be required for all checks.

### **FISCAL YEAR**

1. Fiscal year shall begin on October 1 and end on September 30.

### **NOTICES**

1. Whenever under the provisions of these bylaws notice is required to be given to any director, such notice must be given to him/her in person unless he is absent from the City of Uniontown, Alabama, in which event such notice may be given by facsimile, registered letter, telegram or by electronic mail.

2. Any director may waive any notice required to be given under these bylaws, either before or after the meeting of which notice is required to be given.

### **AMENDMENTS**

1. These bylaws may be altered or amended by the affirmative vote of a majority of the members of the board at any regular meeting of the board or special meeting of the board if notice of the proposed alteration or amendment be contained in the notice of such meeting.

2. For as long as the corporation shall utilize USDA funding for the intended purpose(s), whether via grant or loan, any proposed alteration or amendment shall be provided in writing to the USDA prior to the meeting in which the vote on the amendment is set to take place. Notice of alteration or amendment to these bylaws must be placed in the normal place or bulletin board at the business office for the corporation.

Revised October 8, 2019

**014764**



**Department of the Treasury  
Internal Revenue Service  
Cincinnati, OH 45999**

In reply refer to: 0241492368  
Aug 28, 2019 LTR 147C  
36-4947524

**WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN  
% CLARENCE BLACK  
100 FRONT ST  
UNIONTOWN AL 36786**

Taxpayer Identification Number: 36-4947524

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of August 28th, 2019.

Your Employer Identification Number (EIN) is 36-4947524. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Geiger  
1003676389  
Customer Service Representative

**014765**

**RECEIPT** DATE 4/30/2019 No. 592461

RECEIVED FROM Chestnut. Law \$ 100.00

One hundred & No/100 DOLLARS

Certificate of Formation

☐ FOR RENT ☐ FOR

☐ CASH ☒ CHECK ☐ MONEY ORDER ☐ CREDIT CARD

ACCOUNT	
PAYMENT	<u>100.00</u>
BAL. DUE	

3-11

(b) (6)

\*\*\* DUPLICATE RECEIPT \*\*\*

ELDORA B. ANDERSON  
JUDGE OF PROBATE  
PERRY

CHESTNUT LAW

Instrument Number 22797  
Clerk MBILLUPS  
CERTIFICATE OF FORMATION OR REGISTRATION  
Corporation  
Book Number 14  
Page Number 356  
Date Filed 04/30/2019  
Time Filed 10:30:15 AM  
Number of Pages 7

Probate Judge	49.00
Clocking	1.00
Special Fee 1	10.00
Total	60.00
Check 1	60.00
(CK#2505)	
Total	60.00

014766



John H. Merrill  
Secretary of State

CORP 14 356  
Recorded in Above Book and Page  
04/30/2019 10:30:15 AM  
Eldora B. Anderson  
Judge of Probate  
Perry

P.O. Box 5616  
Montgomery, AL 36103-5616

# STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

**The Waterworks and Sewer Board of the City of Uniontown**

This name reservation is for the exclusive use of Alfreda Washington, City Clerk, Post Office Box 1069, Uniontown, AL 36786 for a period of one year beginning April 29, 2019 and expiring April 29, 2020

Recording Fee  
TOTAL

60.00  
60.00



RES838188

**In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.**

April 29, 2019

Date

*J. H. Merrill*

John H. Merrill

Secretary of State

014767

*5/10/19 to Secretary of State*

STATE OF ALABAMA

)

COUNTY OF PERRY

)

)

CERTIFICATE OF INCORPORATION

OF

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Marilyn Miller, Clarence Black, Callie Sanders, Christine White Bruno and Joyce Banks, each of whom is a duly qualified elector of and property owner in the City of Uniontown, desiring to incorporate a public corporation for the purpose of operating a waterworks plant and system and a sanitary sewer system or either of such systems formed under the laws of Alabama and particularly pursuant to Ala. Code §§ 11-50-230 through 11-50-233, and after having been made to appear to the City Council of the City of Uniontown that each of us named herein is a duly qualified elector of and owner of property in said municipality and filing an application whereby the said City Council examined and adopted a resolution, which was entered upon the minutes of said City Council declaring that it is wise, expedient, and necessary that such a corporation be formed and that we, the named incorporators, are authorized to proceed to form such corporation, hereby make, execute and file this certificate of incorporation as follows:

ONE

The name of the corporation is and shall be "The Waterworks and Sewer Board of the City of Uniontown".

TWO

The location of the principal office of the corporation shall be in the City of Uniontown in the State of Alabama at 100 Front Street, Uniontown, Alabama, 36786 and the post office address shall be a P.O. Box 1069, Uniontown, Alabama 36786.

THREE

The period for the duration of the corporation shall be perpetual.

**014768**

1330P 18 378

FOUR

The objects for which the corporation is organized and formed are to acquire, own, construct, operate, maintain, improve and extend all or any of the following systems, or any part or parts thereof, and appurtenances thereto and properties used or useful in connection therewith, including franchises, a water works plant or plants and system, a sewer plant or plants and water and sewer system or systems and any part or parts thereof in the City of Uniontown, Alabama, and in the territory in the vicinity thereof. In furtherance of the said objects, the said corporation shall have all powers conferred on corporations of like nature by the aforesaid sections of said code under which the corporation is organized and any amendments thereof at any time enacted by the legislature, and all other powers conferred upon corporations generally by the laws of Alabama.

FIVE

The corporate powers shall be exercised by a board of directors and the members of the board of directors shall be elected in the manner and hold office for the terms provided by law. The board of directors shall consist of five members, at the option of the City Council of the City of Uniontown, pursuant to Alabama law. The directors of the corporation shall be elected by the City Council of the City of Uniontown, and they shall be so elected that they shall hold office for staggered terms. The first term of office of one director shall be two years, of another director shall be four years, and of the third director shall be six years as shall be designated at the time of their election, and thereafter the term of office of each director shall be six years. The first term of the fourth member to the board of directors shall be appointed for a term of four years and the remaining member for a term of six years, and thereafter the term of each such director shall be six years.

IN WITNESS WHEREOF, the undersigned incorporators have hereunto subscribed their signatures this 2<sup>nd</sup> day of April, 2019.

Joyce A. Banks  
Chad R. Brown

Marilyn Miller  
Clarence Black  
Callie Sanders



STATE OF ALABAMA

COUNTY OF PERRY

)  
)  
)

I, Alfred B. Washington, a Notary Public in and for said county in said State, hereby certify that Marilyn Miller, Clarence Black, Callie Sanders, Christine White Bruno and Joyce Banks, whose names are signed to the foregoing certificate of incorporation and who are known to me, acknowledged before me on this day that, being informed of the contents of the certificate of incorporation, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 2<sup>nd</sup> day of April 2019.

Alfred B. Washington  
Notary Public

[Seal]

My commission expires: December 13 2022

014770

STATE OF ALABAMA

COUNTY OF PERRY

)  
)  
)

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIONTOWN,  
ALABAMA APPROVING THE APPLICATION TO PROCEED WITH THE  
INCORPORATION OF THE WATERWORKS AND SEWER BOARD  
OF THE CITY OF UNIONTOWN**

WHEREAS, Callie Sanders, Marilyn Miller, Clarence Black,  
Christine White Bruno, and Joyce Banks, five  
natural persons, appeared before the City Council of the City of Uniontown and filed a written  
application with this City Council, which is the governing body of the City Uniontown,  
Alabama, desiring to organize a public corporation under the laws of Alabama pursuant to Ala.  
Code §11-50-230 through 11-50-233;

WHEREAS, said application is attached hereto and made a part hereof.

WHEREAS, said application states that the incorporation of the public corporation will  
promote the public health, convenience, and welfare, and requests this City Council, as the  
governing body of Uniontown, Alabama, to adopt a resolution declaring that it has reviewed the  
contents of the application and has found and determined as a matter of fact that the statements  
contained in the application are true.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
UNIONTOWN, ALABAMA as follows:

1. That this governing body accept the application by Marilyn Miller,  
Clarence Black, Callie Sanders, Christine White Bruno,  
and Joyce Banks, to organize a public corporation for the purpose of  
operating a waterworks plant and system and a sanitary sewer system or either of  
such systems.
2. That each of the said five persons is found to be a duly qualified elector of, resident  
of, and owner of real property in a defined part of the service area of the water  
distribution system or wastewater collection system of the City of Uniontown.
3. That it is wise, expedient, and necessary that such a corporation be formed and that  
the persons filing said application shall be authorized to proceed to form such  
corporation.

**014771**

4. That the said five persons may organize such a corporation by executing and filing for record a certificate of incorporation as provided in Ala. Code §§11-50-232 and 11-50-233.

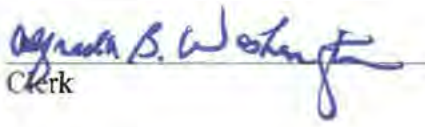
5. That the application and the contents of the application have been reviewed, and this governing body has found and determined as a matter of fact that the statements contained in the application are true and that the proposed amendment will promote the public health, convenience, and welfare. Said application is hereby granted.


6. That this resolution shall be duly adopted and entered upon the minutes of the City Council.

ADOPTED this 1<sup>st</sup> of April, 2019.

ATTEST:

CITY OF UNIONTOWN

  
Clerk

  
Mayor



APPLICATION TO PROCEED WITH THE CERTIFICATE OF INCORPORATION OF  
THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

TO THE GOVERNING BODY OF THE CITY OF UNIONTOWN, ALABAMA:

Come now, Marilyn Miller, Clarence Black,  
Callie Sanders, Christine White Bruno, and Joyce Banks, five  
natural persons, and file with the governing body of The City of Uniontown, Alabama this  
application for authority to incorporate a public corporation for the purpose of operating a  
waterworks plant and system and a sanitary sewer system or either of such systems.

The said five natural persons appear before this governing body as duly qualified electors  
of, residents of, and owners of real property in defined parts of the service area of the water  
distribution system or wastewater collection system of the City of Uniontown and request that  
the governing body of the City of Uniontown adopt a resolution, which shall be duly entered  
upon the minutes of the City Council for the City of Uniontown, wherein it shall be declared that  
it is wise, expedient, and necessary that such a corporation be formed and that the persons filing  
said application shall be authorized to proceed to form such corporation. Grant us the authority  
to proceed to organize such a corporation by executing and filing for record a certificate of  
incorporation as provided in Ala. Code §§ 11-50-232 and 11-50-233.

The said public corporation will promote the public health, convenience, and welfare.

The governing body of the City of Uniontown, Alabama is hereby requested to adopt a  
resolution declaring that it has reviewed the contents of this application and has found and  
determined as a matter of fact that the statements contained in this application are true.

Respectfully submitted, this the 1 day of April, 20 19.

Joyce A. Banks  
Clarence Black  
Callie Sanders

Christine White Bruno  
Marilyn Miller

## WEP Transfer - Assumption Processing Checklist (1-3-22)

TRANSFeree (APPLICANT): THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

ADDRESS: 1055 WASHINGTON STREET / UNIONTOWN, AL 36786

POINT OF CONTACT: CLARENCE BLACK

PHONE: 334-715-1845

EMAIL: \_\_\_\_\_

CPAP ID# 01-053-019149674 TAX ID# 36-4947524 DUNS # 117356433

TRANSFEROR: CITY OF UNIONTOWN

ADDRESS: 100 FRONT STREET / UNIONTOWN, AL 36786

POINT OF CONTACT: MAYOR CHRISTOPHER JONES

PHONE: 334-628-2011

EMAIL: CJONES@UNIONTOWNAL.COM

CPAP ID# 01-053-835057256 TAX ID# 63-6001386 DUNS # 001630136

LOAN(S) TRANSFERED: N / A

GRANT(S) TRANSFERED: (1) CITY OF UNIONTOWN / CUST ID 835057256 – GRANT 03 I/A/O \$2,505,000.00

(2) CITY OF UNIONTOWN / CUST ID 835057256 – GRANT 59832 I/A/O \$100,000.00 (3) CITY OF UNIONTOWN / CUST

ID 835057256 – GRANT 59833 I/A/O \$400,000.00 (4) CITY OF UNIONTOWN / CUST ID 835057256 – GRANT 59831

I/A/O \$500,000.00 (5) CITY OF UNIONTOWN / CUST ID 835057256 – GRANT 59830 I/A/O \$22,437,500.00

DISCLAIMER: THIS CHECKLIST IS A TOOL ONLY AND DOES NOT REPLACE REGULATION, POLICY OR INSTRUCTIONS.

### A. APPLICATION DOCUMENTS

Received/ Completed	Item	Reference	Form # or Type of Document	AO, SO, ENG or App	Position/ Tab
Megan - ? Need 1940-1?	<b>Application for Federal Assistance</b> (Waiting on conformation from M. Gernentz if we need 1940-1 for Board or if original can be transferred)	1780.33(a)	SF 424 RD Apply	App	
✓	<b>Assurances</b> (non-construction or construction)	1780.33(a)	424B or D RD Apply	App	
✓ Dept of → Rev	<b>Evidence of Legal Authority</b> <input checked="" type="checkbox"/> Articles of Incorporation/Bylaws (with all amendments) (NP) need Certificate of Good Standing (NP)- Need Cert of Compliance from AL Department of Revenue <input checked="" type="checkbox"/> Letter from Attorney outlining legal authority and organization; ability to incur debt (if applicable) <input checked="" type="checkbox"/> List of Executive Board Members	1780.7(e)	Letter RD Apply	App	
✓	<b>SAM.gov registration</b> – Active CAGE code required. (included) ____ DNP checked and documented by RD.	1780.7(g)	Website	App AO	
Rob to send 9-30- 21	<b>Balance Sheets and Income Statements (or Audits) - 3 years</b> (No financial statements available. Most recent is 9-30-20 Income & Exp report from MWS-operator)	1780.33(e)	Audits Financials RD Apply	App	
	<b>Certifications:</b> <input checked="" type="checkbox"/> RD 400-1 "Equal Opportunity Agreement" (Construction Only)	1780.33(h) 1780-2	RD Apply RD 400-1	App	



Water and Environmental Programs – RUS Instruction 1782-1  
WEP Transfer - Assumption Processing Checklist

Dept of Rev	<input checked="" type="checkbox"/> RD 400-4 "Assurance Agreement" <input checked="" type="checkbox"/> AD 1047 "Certification Re. Debarment Transactions" <input checked="" type="checkbox"/> AD 1048 "Certification regarding Debarment...lower tier covered transactions. Completed by Attorney/Bond Counsel, if applicable. <input checked="" type="checkbox"/> AD 1049 "Certification Re. Drug-Free Workplace" (Grants) <input checked="" type="checkbox"/> RD 1910-11 "Applicant Certification Fed. Collection Policies Consumer/Commercial Debts" (Loans) <input checked="" type="checkbox"/> 1940-Q.Ex A-1 "Certification for Contracts, Grants and Loans" (Grants exceeding \$100,000/Loans exceeding \$150,000) <input checked="" type="checkbox"/> AD-3030 Representation and Assurance Regarding Felony Conviction or Tax Delinquent Status (Nonprofits Only) <input checked="" type="checkbox"/> Conflict of Interest Disclosure with SO Concurrence		RD 400-4 AD1047 AD1048 AD 1049 1910-11 1940-Q. Ex A-1 AD3030 Memo		
Need P.C. draw something up	<b>Assumption Agreement</b> (for transfer of debt) or <b>Acknowledgement Letter</b> (transfer of obligation) from each entity indicating intent to transfer/assume <input type="checkbox"/> Transferrable assets, liabilities, agrmts should be addressed <input type="checkbox"/> Transferrable SLA and debt reserves should be addressed <input type="checkbox"/> Grant Agreement language should be included	SI 1782-1 1782.13 (f) (2)	RD 1951-15, RD 465-5 or similar Letter	App	
Need	<b>Professional Services Agreements</b> <input type="checkbox"/> Bond Counsel and/or Legal Professional Services Agrmt <input checked="" type="checkbox"/> Engineering Agreement (if applicable) <input type="checkbox"/> Other Professional Service Agreements (if applicable) <input checked="" type="checkbox"/> DNP Check	1780.39 (b)	1780-7 website	App AO	
	<b>Contracts for Other Services</b> <input type="checkbox"/> Mgmt, operation or maintenance contracts (if applicable) (Waste Management Services, Inc is current operator. No agreement in file) <input type="checkbox"/> DNP Check	1780.39 (b)		App AO	
<input checked="" type="checkbox"/>	<b>PER or amended PER (if applicable) – (Have and scanned)</b>	RUS Bulletin 1780-2	PER RD Apply	App	
<input checked="" type="checkbox"/>	<b>Environmental</b>	1970	1970-1 RD Apply	AO	
<input checked="" type="checkbox"/>	<b>Notice of Intent &amp; Public Information Meeting (w/in 60 days of app)</b> <input type="checkbox"/> Proof of Publication at least 10 days prior to meeting <input type="checkbox"/> Minutes of Public Meeting <i>(not printed)</i>	1780.19	Affidavit Minutes RD Apply	App	
N/A	<b>Ineligible Transferees Only</b> <input type="checkbox"/> <b>Transfer Fee</b> (Ineligible Transferees only) <input type="checkbox"/> <b>Additional steps</b> required and outlined in SI 1782-1 (1782.13 (e) (4) (ii)) <input type="checkbox"/> <b>Prior Approval by Assistant Administrator</b> is required if transfer is to a for-profit entity or transferee refused to accept the terms of the grant agreement	SI 1782-1 1782.13 (e)	Fee Letter	App AO SO NO	

## B. APPLICATION PROCESSING

Received/ Completed	Item	Reference	Form # or Type of Document	AO, SO, ENG or App	Position/ Tab
	<b>Application Processing Conference</b>	1780.39 (a)	RR	AO	
	<b>Create Application in CPAP; create processing file.</b> <b>Create a CPAP Project for the Transferee:</b> <input type="checkbox"/> Name New Project "Assumption of XXX Loans" <input type="checkbox"/> Ensure TOA code matches existing TOA code listed in PLAS/ADPS <input type="checkbox"/> Update the current status date, amt. and loan/grant status	WEP Toolbox	NA	AO	



Water and Environmental Programs – RUS Instruction 1782-1  
WEP Transfer - Assumption Processing Checklist

	code to 408 or 409 ___ Complete the Transfer Information in Loan Grant, Obligation ___ Enter transfer info in CPAP Servicing, Loan, Transfer Assumption Update the Transferor's CPAP Loan/Grant Status: ___ Update the current status date, amt. and loan/grant status code to 558 or 562 ___ Complete the Transfer Information in Loan Grant, Obligation ___ Enter transfer info in CPAP Servicing, Loan, Transfer Assumption				
	<b>Missing Items letter</b> (within 15 days; Code 220)	1780.32(a)	Letter RD Apply	AO	
	<b>Articles &amp; Bylaws Review</b> Review Checklist & Faith-Based Info (if applicable) <input checked="" type="checkbox"/> Secretary of State website printouts <input checked="" type="checkbox"/> OGC/SO review and concurrence	1780.7(e)	Website Printouts Letter	AO SO	
✓	<b>PER Review</b> (only if there is construction)		PER	ENG	
N/A	<b>Intergovernmental Review</b> (if applicable)		Doc		
✓	<b>Environmental Review &amp; Concurrence</b> ___ SEC and PD approved documentation	1970	1970-1	AO SEC	
✓	<b>Civil Rights Impact Analysis Certification</b> - <i>needs to be filled out.</i>	1940-E	RD 2006-38	AO	
Edna Primrose + DCG. ✓	<b>Eligibility Determination/Review</b> ___ Eligible applicant per 1780.7(a) ___ Eligible facility per 1780.7(b) ___ Eligible project per 1780.7(c) ___ Other credit per 1780.7(d) ___ Legal authority/responsibility per 1780.7(e) ___ Economic feasibility per 1780.7(f) ___ Outstanding judgments per 1780.7(g) ___ Eligible loan/grant purpose per 1780.9 ___ Limitations 1780.10 ___ Service area requirements per 1780.11 ___ Rates and Terms 1780.13 ___ Security 1780.14 ___ Other requirements 1780.15 (Ensure to document authority to own, construct, operate, and maintain the proposed facilities)	1780	NA	AO	
N/A	<b>Determination of Present Market Value</b> (i.e. appraisal), if applicable.		Appraisal	AO	
	<b>Upload all documentation to CPAP Notes and Attachments</b>				
	<b>SI 1782-1 Exhibit F</b> (must be completed for NO Concurrence)		1782-1 Exh F	AO	
	<b>Complete CPAP Underwriting</b>	NA	CPAP	AO	
	<b>Update CPAP complete application date</b> (code 201)	NA	NA	AO	
	<b>Proposed Letter of Conditions</b>	1942.5(a)(1)	LOC Template	AO	
	<b>Final Project Summary</b>	1780.41	CPAP	AO/SO	
	<b>Final CPAP Underwriting</b>	NA	CPAP Doc	AO	
	<b>State Director concurrence</b> , if within State Approval Authority		Doc	SO	
	<b>NO concurrence</b> , if above State Approval Authority		Doc	NO	
	<b>Executed Letter of Conditions</b> ___ Update CPAP code (Code 215)	1780.41	Letter RD 1942-46	AO App	

**Water and Environmental Programs – RUS Instruction 1782-1**  
**WEP Transfer - Assumption Processing Checklist**

	<input type="checkbox"/> Enter LOC date/amounts on Loan/Grants status page in CPAP <input type="checkbox"/> Transferee will need to execute Letter of Intent to Meet Conditions				
--	--	--	--	--	--



# OPERATOR'S REPORT TO THE BOARD

## PRODUCTION DETAILS

REPORT PERIOD	GALLONS TREATED
July/August 2020 (Data from June 2020 DMR)	.47 to 1.18 MGD

## LAGOON RAINFALL TOTALS FOR PERIOD

June (4.96in) July (5.49in)

## INFLUENT FLOW (TOTAL)

## EFFLUENT FLOW (TOTAL)

Comments: As of approximately the 10<sup>th</sup> of July one of the flow meters have stopped functioning which will probably result in a **monitoring equipment failure for the July 2020 DMR**

## SSO'S/WORKER ORDERS COMPLETED

DESCRIPTION	WHEN	WHERE	RESOLUTION
Lagoon Overflow caused by only one Spray field Effluent Pump	6/7/2020	Lucian St (Lagoon)	SSO Reported to ADEM ; Ended 6/22/2020
Rainfall/ I&I Issues Caused SSO	7/10/2020	Lucian St (Lagoon)	SSO Reported to ADEM ; Ended 7/22/2020



### THIS MONTH'S SAMPLING INFORMATION

DESCRIPTION	AMOUNT DETECTED	VIOLATION (Y/N)	COMMENTS
2x Monthly Influent/Effluent		N	
1x Monthly Upstream/Downstream		N	

### UPCOMING SAMPLE INFORMATION

DESCRIPTION	DEADLINE	COMMENTS
	Date	
	Date	
	Date	
	Date	
	Date	

### STATUS SUMMARY AND ADDITIONAL COMMENTS

- Lift Stations Identified that only have one operational pump
  1. Lift Station #1 - 291 Leroy Brown Drive (Needs One 2HP PUMP)
  2. Lift Station #3 - 145 Freetown Rd (Needs One 2HP PUMP)
  3. Lift Station #? - 461 Old Greensboro Road (Needs One 10 HP PUMP)
  4. Lift Station #? - 1728 West Ave (Needs One 10 HP PUMP)
  5. Lift Station #? - 202 Omega Lane (Needs 1 2HP PUMP)

**From:** [Robert White](#)  
**To:** [Owen Peak](#)  
**Cc:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** Ins Update  
**Date:** Thursday, August 27, 2020 7:09:29 PM  
**Attachments:** [image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image010.png](#)  
[image011.jpg](#)  
[ins-info.pdf](#)

---

Owen,

Please find a brief overview of the operational differences so far. I can provide more, but I want to give you early insight into my thoughts for your review.

Please let me know how I can improve this for your purposes.

Thanks,

Logo



**Rob White IV**

**Executive Director**

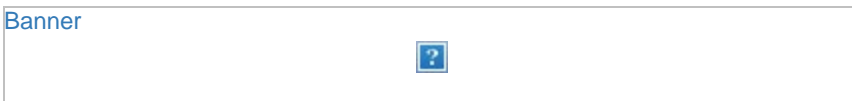
T: (334) 396-5511 | M: (b) (6)

E: [rwhite@alruralwater.com](mailto:rwhite@alruralwater.com) | [www.alruralwater.com](http://www.alruralwater.com)

2576 Bell Road | Montgomery, AL 36117



Banner



**014780**

Owen,

Here is a quick overview of some changes that have been put in place for the new project in Uniontown to ensure a properly handled transition from disrepair to repair.

THEN (prior to current project initiatives)	NOW (transition to project funding)	SOON (included in project funding)
Sporadic checks of mission critical equipment by non-certified and untrained personnel. Offsite Certified Operator maintains paperwork level oversight.	Daily and ONSITE oversight of mission critical equipment by trained State Certified Operators.	Supervisory Control And Data Acquisition (SCADA <sup>1</sup> ) platform scheduled for installation at all equipment locations.
No formal policy and procedure.	Formal Policy and Procedure with regular review and strict implementation.	
Excessive I&I <sup>2</sup> would cause critical lagoon failure and potential for disastrous claims and regulatory violations.	Failure mitigation has been put in place to allow for a controlled SSO <sup>3</sup> during excessive I&I, which will not satisfy regulatory compliance, but reduce potential for complete process failure which results in claims against the system from private individuals or groups.	Complete collection system rehabilitation to reduce I&I to a level comparable to new or well-maintained collection systems. Regulatory compliance will be reestablished, and proper treatment processes restored.
No maintenance plans.	Maintenance plans created and regular status updates provided to Board	
Insufficient revenue. No collection process in place.	Rate study in place to ensure adequate revenue coverage. Collection processes and policy followed and payments collected.	
No oversight.	USDA-RD oversight. ARWA onsite. 3 <sup>rd</sup> Party Management company requirement that offers, at minimum, full-service management.	

I can provide more, but here is a high-level overview of some significant differences.

---

<sup>1</sup> SCADA - a computer system for gathering and analyzing real time data. SCADA systems are used to monitor and control a plant or equipment in industries such as telecommunications, water and waste control, energy, oil and gas refining and transportation.

<sup>2</sup> I&I – Infiltration and Inflow - the process by which storm water or ground water enter into the sanitary sewer system.

<sup>3</sup> SSO – Sanitary Sewer Overflow - a condition in which untreated sewage is discharged from a sanitary sewer into the environment prior to reaching sewage treatment facilities.

**From:** [Jerena Webb](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** Letter  
**Date:** Monday, September 14, 2020 10:29:19 AM  
**Attachments:** [Letter to Walraven - draft.docx](#)  
**Importance:** High

---

Good Morning Allen,

Attached is the letter that Rob is getting Chairman Black to sign today for EOS.

Thanks,

*Jerena Webb*

Office Manager - ARWA  
334-396-5511  
[www.alruralwater.com](http://www.alruralwater.com)

*Roll Tide Roll*

**014782**

# The Waterworks and Sewer Board of the City of Uniontown

---

September 14<sup>th</sup>, 2020

Mr. Walraven,

First, let me, on behalf of the newly formed Waterworks and Sewer Board of the City of Uniontown, sincerely thank you for all your efforts in providing services for the City of Uniontown and its citizens over the last several years, as well as your agreement to extend that contract for service more than 9 months beyond its original expiration date. Without your help, it would have been difficult to achieve the progress made thus far.

With that said, as part of the process of ensuring a smooth transition from your company to the next, we are requesting the acquisition of all critical documentation required to ensure our operations continue to progress in a strong & positive manner. We will also request an audit for fiscal year October 1, 2019-September 30, 2020. To properly audit the Waterworks and Sewer Board all records from both management companies will need to be complete and in order.

The Waterworks and Sewer Board of the City of Uniontown requests that you please provide all information managed by your firm beginning on October 1, 2019 to present.

These items include, but are not limited to the following:

- Vendors and associated expenses
- Operating plans and procedures
- Policies related to the operations of the water and wastewater system.
- Agreements with any entity serving the operations of the water and wastewater system.
- Maps or other system documentation
- Maintenance and repair plans; history of asset maintenance and management
- All bank account transactions and/or statements for any accounts related to the system and its operations, i.e. – Operating Account, Maintenance Account, etc...
- Payments to the Uniontown Waterworks and Sewer Board for any account balances of Uniontown Funds
- Correspondence with any funding or regulatory officials
- Correspondence with any legal officials related to the water or wastewater system of the City of Uniontown
- Any other documents that would be necessary for, required of, or helpful to the future operations of the Board.

Please feel free to contact me, personally, with any questions or concerns with the items requested above. Again, we appreciate all you have done for the citizens of Uniontown, and for your help with the current needs of our Board to facilitate this smooth transition between management companies.

Sincerely,

Clarence Black  
Chairman of the Board  
The Waterworks and Sewer Board of the City of Uniontown

CC: Allen Bowen  
USDA Rural Development



**From:** [Prince Chestnut](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#); [Clarence Black](#); [E. Butler](#); [Joyce Banks](#); [Christine Bruno](#); [Secretary Marilyn Miller](#); [Kathy Horne](#); [Robert White](#)  
**Subject:** MOU for Garbage Collection  
**Date:** Wednesday, August 19, 2020 11:11:14 PM  
**Attachments:** [K-UNIONTOWN & WATERWORKS GARBAGE COLLECTION.doc](#)

---

See the attached MOU for garbage collection. Let me know if there is anything that needs to be edited.

Prince Chestnut, Esq.  
Attorney for The Waterworks & Sewer  
Board of the City of Uniontown

**014785**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF UNIONTOWN AND THE WATERWORKS  
AND SEWER BOARD OF THE CITY OF UNIONTOWN**

**1. Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the CITY OF UNIONTOWN, (CITY) and THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN (BOARD).

**2. Purpose.** The purpose of this MOU is to establish the terms and conditions under which the BOARD will collect customer payments for garbage collection on behalf of the CITY.

**3. Term of MOU.** This MOU is effective August 20, 2020 only after execution of the same by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for a period of two years. This MOU may be terminated, without cause by either party, with **120 days** written notice. This MOU will operate on a month to month basis after the two-year period is exhausted. Notice shall be delivered by hand or by certified mail to the appropriate addresses officially provided by the parties to each other.

**4. Responsibilities of CITY** The CITY will be responsible for ensuring that BOARD receives every tool, device, document and instrument necessary to assist BOARD in carrying out what is referenced in Section 2 and pursuant to this MOU.

**5. Responsibilities of BOARD** The BOARD shall be responsible for ensuring that it will provide collection of payments on behalf of the CITY for garbage collection **at no cost.**

**6. General Provisions**

**A. Amendments.** Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Alabama. The courts of the State of Alabama shall have exclusive jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Perry County, Alabama.

**C. Entirety of Agreement.** This MOU, consisting of 3 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**E. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**CITY OF UNIONTOWN**

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
City Clerk Date

**THE WATERWORKS AND SEWER  
BOARD OF THE CITY OF UNIONTOWN**

\_\_\_\_\_  
Chairman Date

\_\_\_\_\_  
Witness Date

**From:** [khorne@wmsal.com](mailto:khorne@wmsal.com)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Cc:** [Robert White](#); [Prince Chestnut](#); [David Norton](#)  
**Subject:** Re: Request for Copy of Standard Operating Procedure  
**Date:** Tuesday, September 22, 2020 4:24:15 PM

---

I totally agree with Allen. I just spoke with Ms Miller and explained the process for cutoffs. After a lengthy discussion she was in agreement everything has been handled in accordance with the minimum procedures we were provided. I think we will see improvements each month now that the customers are aware there are rules that apply and must be followed. 219 cutoffs will normally get some attention and I'm this case it did.

On Sep 22, 2020, at 3:11 PM, Bowen, Allen - RD, Montgomery, AL  
<[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)> wrote:

Rob, any and all complaints concerning the water and sewer in Uniontown should all be referred directly to the Utilities Board where the management company and ARWA will assist the Board in handling all complaints.

If you have any questions, please contact me.

Thanks,

*Allen Bowen*

Allen Bowen  
Community and Business Programs Director  
State Office, Rural Development  
United States Department of Agriculture  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457  
[www.rd.usda.gov/al](http://www.rd.usda.gov/al)

"Together, America Prospers"

USDA is an equal opportunity provider,  
employer, and lender.

**014789**

---

**From:** Robert White <rwhite@alruralwater.com>  
**Sent:** Tuesday, September 22, 2020 2:54 PM  
**To:** khorne@wmsal.com; Bowen, Allen - RD, Montgomery, AL  
<allen.bowen@usda.gov>  
**Subject:** Fwd: Request for Copy of Standard Operating Procedure

See this request from Emefa.

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

---

**From:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com) <[cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)>  
**Sent:** Tuesday, September 22, 2020 2:52:32 PM  
**To:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>; Prince Chestnut  
<[chestnutlaw@att.net](mailto:chestnutlaw@att.net)>; (b) (6) <[\(b\) \(6\)@yahoo.com](mailto:(b) (6)@yahoo.com)>;  
(b) (6) <[\(b\) \(6\)@yahoo.com](mailto:(b) (6)@yahoo.com)>; (b) (6) <[\(b\) \(6\)@yahoo.com](mailto:(b) (6)@yahoo.com)>; Jamaal Hunter  
(b) (6) <[\(b\) \(6\)@gmail.com](mailto:(b) (6)@gmail.com)>  
**Subject:** Request for Copy of Standard Operating Procedure

Good Afternoon,

Due to the number of complaints and concerns received by our office today, please  
provide a copy of your Standard Operating Procedure for our immediate review.

Best,

Emefa Butler for  
Mayor Jamaal Hunter

This electronic message contains information generated by the USDA solely for  
the intended recipients. Any unauthorized interception of this message or the use  
or disclosure of the information it contains may violate the law and subject the  
violator to civil or criminal penalties. If you believe you have received this  
message in error, please notify the sender and delete the email immediately.

**014790**



**From:** [Robert White](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** RE: Transfer of Permit from City to Uniontown Water and Sewer Board  
**Date:** Thursday, October 8, 2020 4:28:39 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.jpg](#)

---

The City is still the permittee. Insurance will be in place soon (check sent) and then we'll begin the work with ADEM's attorney's on transferring the permits.



## Rob White IV

Executive Director • Alabama Rural Water Association

mobile: (b) (6) • phone: (334) 396-5511

email: [rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)

2576 Bell Road

Montgomery, AL 36117

[www.alruralwater.com](http://www.alruralwater.com)



---

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Thursday, October 8, 2020 3:39 PM  
**To:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>  
**Subject:** FW: Transfer of Permit from City to Uniontown Water and Sewer Board

Rob, please read email below and respond to me as to the status.

Thanks,

*Allen Bowen*

Allen Bowen  
Community and Business Programs Director  
State Office, Rural Development

**014791**

United States Department of Agriculture  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457  
[www.rd.usda.gov/al](http://www.rd.usda.gov/al)

"Together, America Prospers"

USDA is an equal opportunity provider,  
employer, and lender.

---

**From:** Eva Dillard <[edillard@blackwarriorriver.org](mailto:edillard@blackwarriorriver.org)>  
**Sent:** Thursday, October 8, 2020 3:35 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** Transfer of Permit from City to Uniontown Water and Sewer Board

Hi Allen - has the NPDES permit been officially transferred to the Board or is the City still the permittee? Thank you for any help you can provide. Best, Eva

Eva Dillard  
Staff Attorney  
Black Warrior Riverkeeper  
(205) 458-0095 [tel]  
(205) 458-0094 [fax]  
[www.BlackWarriorRiver.org](http://www.BlackWarriorRiver.org)

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

**014792**

**From:** [Prince Chestnut](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Cc:** [David Norton](#)  
**Subject:** Re: Uniontown  
**Date:** Friday, October 23, 2020 4:03:37 PM

---

Allen, David and I have spoken. Let's set up a call next week.

[Sent from AT&T Yahoo Mail on Android](#)

On Thu, Oct 22, 2020 at 3:19 PM, Bowen, Allen - RD, Montgomery, AL  
<[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)> wrote:

Prince, I would like to discuss a couple of things concerning Uniontown with you. I will list the here so you can ponder on them prior to our discussion. If you wish David to be involved I certainly have no objections, you both have worked hard to help this project move forward.

The items I would like to discuss are:

1. The transfer of all assets from the City to the Board needs to be finished ASAP.
2. A permanent Management Agreement with WMS, Inc. needs to be approved.
3. The Board needs to get out of the City Hall. I have looked over both potential locates and I am of the opinion that the property located near the stockyard will offer the best possible long term solution.
4. We need to move forward to renew the ADEM permits in the name of the Board.

These are things I think we need to act on very quickly and move on to the construction phase of the project. I think once that happens the

**014793**

people of Uniontown will see the improves that are so disparately needed.

If you have any issues that we need to add to this list feel free to do so.

Thanks,

**Allen Bowen**

Allen Bowen

Community and Business Programs Director

State Office, Rural Development

United States Department of Agriculture

Office: 334-279-3617

Cell: 334-322-4147

Fax: 855-304-8457

[www.rd.usda.gov/al](http://www.rd.usda.gov/al)

“Together, America Prospers”

USDA is an equal opportunity provider,  
employer, and lender.

**014794**

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

**From:** [David Norton](#)  
**To:** [chestnutlaw@att.net](mailto:chestnutlaw@att.net); [Bowen, Allen - RD, Montgomery, AL](#)  
**Cc:** [Rob White](#); [Kathy Horne](#)  
**Subject:** Re: Uniontown  
**Date:** Friday, August 21, 2020 3:05:59 PM

---

Prince,

I talked to Allen. He is going to email a couple of examples of illness hardship policies for all of our input.

Once we come up with something that fits the needs of our system, we can send to the board for consideration and their input before the next board meeting.

**From:** Prince Chestnut  
**Sent:** Friday, August 21, 2020 2:59 PM  
**To:** [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com) ; Bowen, Allen - RD, Montgomery, AL  
**Subject:** Re: Uniontown

Just seeing this. I can't, but will see if later works. Let me know.

[Sent from AT&T Yahoo Mail on Android](#)

On Fri, Aug 21, 2020 at 2:00 PM, David Norton  
<[davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)> wrote:

I can.

**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Friday, August 21, 2020 1:35 PM  
**To:** David Norton ; Prince Chestnut  
**Subject:** RE: Uniontown

Can we do it a 2:30 this afternoon?

**Allen Bowen**

Allen Bowen

Community and Business Programs Director

State Office, Rural Development

**014796**



United States Department of Agriculture

Office: 334-279-3617

Cell: 334-322-4147

Fax: 855-304-8457

[www.rd.usda.gov/al](http://www.rd.usda.gov/al)

"Together, America Prospers"

USDA is an equal opportunity provider,  
employer, and lender.

---

**From:** David Norton <davidnorton@nortonlawoffice.com>

**Sent:** Friday, August 21, 2020 12:10 PM

**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>; Prince Chestnut <chestnutlaw@att.net>

**Subject:** Re: Uniontown

Sure.

Let me know when-

---

**From:** Bowen, Allen - RD, Montgomery, AL

**Sent:** Friday, August 21, 2020 11:36 AM

**To:** Prince Chestnut ; David B. Norton

**Subject:** Uniontown

Would it be possible to have a brief discussion about delinquent  
water and sewer bills and a COVID 19 policy?

Thanks,

**014797**

# Allen Bowen

Allen Bowen

Community and Business Programs Director

State Office, Rural Development

United States Department of Agriculture

Office: 334-279-3617

Cell: 334-322-4147

Fax: 855-304-8457

[www.rd.usda.gov/al](http://www.rd.usda.gov/al)

"Together, America Prospers"

USDA is an equal opportunity provider,  
employer, and lender.

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

**014798**

**From:** [Robert White](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** Re: Uniontown  
**Date:** Saturday, August 29, 2020 11:39:13 AM

---

Agreed!

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

---

**From:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Sent:** Saturday, August 29, 2020 9:36:27 AM  
**To:** Robert White <rwhite@alruralwater.com>  
**Subject:** RE: Uniontown

We have got to get all assets transferred, get out of City Hall and move forward and free the Board from the city asap.

*Allen Bowen*

Allen Bowen  
Community and Business Programs Director  
State Office, Rural Development  
United States Department of Agriculture  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457  
[www.rd.usda.gov/al](http://www.rd.usda.gov/al)

"Together, America Prospers"

USDA is an equal opportunity provider,  
employer, and lender.

---

**From:** Robert White <rwhite@alruralwater.com>  
**Sent:** Saturday, August 29, 2020 9:20 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Subject:** Re: Uniontown

10-4. I think Kathy found some in the Greenville area for less than \$20,000.

I'll get with her and send you details next week pending Browns response.

Sent from my Verizon, Samsung Galaxy smartphone

**014799**

Get [Outlook for Android](#)

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Saturday, August 29, 2020 9:16:27 AM  
**To:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>  
**Subject:** RE: Uniontown

Go ahead and get some prices on the mobile home.

*Allen Bowen*

Allen Bowen  
Community and Business Programs Director  
State Office, Rural Development  
United States Department of Agriculture  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457  
[www.rd.usda.gov/al](http://www.rd.usda.gov/al)

"Together, America Prospers"

USDA is an equal opportunity provider,  
employer, and lender.

---

**From:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>  
**Sent:** Saturday, August 29, 2020 9:15 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** Re: Uniontown

Kathy spoke with Brown and he is supposed to give us an answer or reply on Monday. We'll try to find a lot to buy in town and move a mobile home on it if we have to. It has been done in the past and should be able to be done fairly cheaply. Also the board would own it, which would be good.

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Saturday, August 29, 2020 9:13:03 AM  
**To:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>  
**Subject:** RE: Uniontown

**014800**

Thanks, I want to get everything with the City done prior to the new mayor taking office. I see trouble coming and I would like to avoid it if possible. But I do not intend to have him attempt to mess this project up.

Thanks,

*Allen Bowen*

Allen Bowen  
Community and Business Programs Director  
State Office, Rural Development  
United States Department of Agriculture  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457  
[www.rd.usda.gov/al](http://www.rd.usda.gov/al)

"Together, America Prospers"

USDA is an equal opportunity provider,  
employer, and lender.

---

**From:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>  
**Sent:** Saturday, August 29, 2020 9:10 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** Re: Uniontown

Hey Allen,

Kathy and I are working on modifying a copy of Red Bay's service rules and regs. We will have you a copy to look at next week prior to the board meeting.

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Saturday, August 29, 2020 9:07:38 AM  
**To:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>; Gordon, Nivory - RD, Camden, AL <[nivory.gordon@usda.gov](mailto:nivory.gordon@usda.gov)>  
**Subject:** Uniontown

**014801**

Rob/Nivory, do either of you have a copy of the Service Rules and Regulations from Lowndes County Water? If so, I would like a copy of them.

Thanks,

*Allen Bowen*

Allen Bowen  
Community and Business Programs Director  
State Office, Rural Development  
United States Department of Agriculture  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457  
[www.rd.usda.gov/al](http://www.rd.usda.gov/al)

"Together, America Prospers"

USDA is an equal opportunity provider,  
employer, and lender.

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

**014802**



**From:** [Gordon, Nivory - RD, Camden, AL](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** RE: uniontown  
**Date:** Thursday, July 30, 2020 8:15:12 AM

---

Yes 9:30am good for me. I will meet you there on site. I think you are referring to the mobile unit that the Library used during it rehab.

---

**From:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Sent:** Thursday, July 30, 2020 7:44 AM  
**To:** Gordon, Nivory - RD, Camden, AL <nivory.gordon@usda.gov>  
**Subject:** uniontown

Nivory, are you available to meet me in Uniontown Monday?

Thanks,

*Allen Bowen*

Allen Bowen  
Community and Business Programs Director  
State Office, Rural Development  
United States Department of Agriculture  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457  
[www.rd.usda.gov/al](http://www.rd.usda.gov/al)

"Together, America Prospers"

USDA is an equal opportunity provider,  
employer, and lender.

**014803**

**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Robert White](#)  
**Subject:** RE: Utown Insurance update  
**Date:** Wednesday, September 2, 2020 2:43:00 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.jpg](#)

---

Great!

*Allen Bowen*

Allen Bowen  
Community and Business Programs Director  
State Office, Rural Development  
United States Department of Agriculture  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457  
[www.rd.usda.gov/al](http://www.rd.usda.gov/al)

"Together, America Prospers"

USDA is an equal opportunity provider,  
employer, and lender.

---

**From:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>  
**Sent:** Wednesday, September 2, 2020 2:40 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** Utown Insurance update

Please see below an email from Bob that Owen sent to me. Looks positive. Will probably need another call though.

**From:** Bob Saville [\(b\) \(6\)@savillepublicentity.com](#)>  
**Sent:** Wednesday, September 2, 2020 1:34 PM  
**To:** Owen Peak [\(b\) \(6\)@peakinsurance.com](#)>  
**Cc:** Dana Bridges [\(b\) \(6\)@peakinsurance.com](#)>  
**Subject:** RE: Waterworks & Sewer board of the city of Uniontown- Update

It took be a couple of days to complete the narrative describing the Uniontown opportunity in a

**014804**

positive light with the hope Travelers will agree to a conference call similar to the one we had on Monday. I just sent it today. If we can get them on the call, I think it will all fall into place. I will keep you posted.

Bob Saville, CPCU, CLU, ARM

Saville Public Entity

[5550 Triangle Parkway, #370](#)

[Norcross, GA 30092](#)

[\(b\) \(6\)@SavillePublicEntity.Com](#)

Office: [678-317-2489](#)

Cell: [\(b\) \(6\)](#)

Fax: [678-317-2479](#)

Logo



**Rob White IV**

**Executive Director**

T: (334) 396-5511 | M: [\(b\) \(6\)](#)

E: [rwhite@alruralwater.com](mailto:rwhite@alruralwater.com) | [www.alruralwater.com](http://www.alruralwater.com)

2576 Bell Road | Montgomery, AL 36117



Banner



**From:** [Owen Peak](#)  
**To:** [Robert White](#)  
**Cc:** [Dana Bridges](#); [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** Revised D&O quote from Cincinnati that includes cyber liability and crime coverage- WATER WORKS & SEWER BOARD OF THE CITY OF UNIONTOWN  
**Date:** Monday, September 21, 2020 8:58:13 AM  
**Attachments:** [image001.png](#)  
[Water Works & Sewer Board of the City of Uniontown 2020 Quote.pdf](#)

---

Rob,

Here's the revised D&O quote that included cyber liability and crime coverage. They don't have to purchase these coverages, but I recommend they do.

The only things I'll need to bind coverage are a balance sheet and signed application. Cincinnati will mail an invoice for the premium. They offer full pay, quarterly pay & monthly.

Thanks,

**Owen C. Peak**

Vice President | PEAK Insurance, Inc.  
1003 Broad St. | Selma, AL 36701  
D 334-407-7028 | M (b) (6) | F 334-875-8225  
[peakinsurance.com](http://peakinsurance.com) | [Like us on Facebook](#)



**014806**



Peak Insurance, Inc.  
1003 Broad St  
Selma, AL 36701  
334-872-2303

## **MANAGEMENT LIABILITY Pillar - Non-Profit Organizations Proposal**

### **THE WATERWORKS & SEWER BOARD OF THE CITY OF UNIONTOWN**

PO BOX 236  
UNIONTOWN, AL 36786

**Proposed Policy Period**  
10/01/2020 - 10/01/2023



*Everything Insurance Should Be®*

## The Cincinnati Advantage

# LEADING WITH STRENGTH AND SERVICE

Our Ability to Pay Claims



Everything Insurance Should Be®

### Ratings

The Cincinnati Insurance Companies serve businesses, families and individuals. Our policies are backed by our strong surplus, assuring that resources will be there to pay policyholder claims. Each company in Cincinnati's standard market property casualty insurance group earns high insurer financial strength ratings:

#### A.M. Best Co. – A+ (Superior)

This independent provider of insurer ratings since 1899 awards its A+ (Superior) financial strength rating to Cincinnati's property casualty group. Only the top approximately 12% of property casualty insurer groups receive A.M. Best's A+ or A++ ratings in the Superior category. Best cites the group's superior risk-adjusted capitalization, conservative loss reserving and operating fundamentals, along with favorable balance sheet liquidity, growing use of predictive modeling and successful distribution within our targeted regional markets.

#### Fitch Ratings – A+ (Strong)

Fitch Ratings cites Cincinnati's conservative capitalization, well-managed reserves and strong agency distribution system in awarding its A+ insurer financial strength rating.

#### Moody's Investors Service – A1 (Good Financial Security)

Moody's A1 rating of the standard market property casualty group is supported by its entrenched regional franchise, good risk-adjusted capital position, consistent reserve strength, strong financial flexibility and substantial holding company liquidity.

#### S&P Global Ratings – A+ (Strong)

S&P cites multiple factors supporting Cincinnati's A+ (Strong) rating, including the group's very strong capitalization and strong competitive position, which is supported by a very loyal and productive independent agency force and low-cost infrastructure.

### Service

Cincinnati markets insurance exclusively through a select group of local independent agents who deliver exceptional products and services. This means you can rely on someone who knows your community, its businesses and people, and who works hard to earn your loyalty and continued business over the long term. Together with local Cincinnati claims representatives, they have built Cincinnati's reputation as one of the top insurers, confirmed time after time in independent surveys of agents and consumers.

Cincinnati's business is helping people recover financially after losses, working to preserve their dignity in the process. Cincinnati excels as a company by responding to claims person to person, and building financial strength to meet future obligations. Cincinnati's ability to pay claims is fully supported by a consistent reserving approach and a highly rated, diversified bond portfolio that significantly exceeds our liability for estimated future claims.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.



Ratings are effective as of the edition date of this form, under continuous review and subject to change and/or affirmation. For the latest financial strength ratings and information about our published rankings, independent surveys and studies, please visit [cinfm.com](http://cinfm.com).

This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. The Cincinnati Insurance Companies®, Cincinnati Insurance® and Cincinnati® refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2019 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141.





## NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY

COVERAGE	LIMIT
<b>Nonprofit Organization D&amp;O</b>	\$1,000,000*
*Policy Level Shared Annual Aggregate Limit Applies - No	
Investigative Costs Sublimit	\$100,000
Excess Benefit Transaction Tax Sublimit (per organizational manager)	\$20,000
<b>Employed Lawyers Limit</b>	Not Covered
<b>Additional Defense</b>	Unlimited
<b>Excess Side A</b>	Not Covered

COVERAGE	DEDUCTIBLE
<b>Nonprofit Organization D&amp;O</b>	\$2,500
Deductible does not apply to non-indemnifiable loss.	
<b>Employed Lawyers</b>	N/A

**Retroactive Date: N/A**

**Prior or Pending Date: 10/01/2020**

**Continuity Date: 10/01/2020**



## CYBER RISK LIABILITY

### DATA DEFENDER COVERAGE

Data breach is a growing issue for every business that collects and stores personal information about customers, employees and others. A breach of your data can result in the loss, theft or unplanned release of sensitive information, adding to your costs to respond and potentially harming your customer relationships and reputation. In addition, most states have notification requirements that you must comply with following a breach.

Cincinnati Data Defender insurance provides coverages and services that help you determine your notification requirements, fulfill them in a timely manner and pays for the services you use to carry out your breach response responsibilities. This protection also pays defense and liability costs if legal action is brought against your business and provides identity theft coverage. You also receive online support services to help you prepare to manage a data breach before it happens.

### NETWORK DEFENDER COVERAGE

In today's digital world, the loss of business data or computer systems from a computer attack is disruptive to operations and recovery can be costly. In addition, liability resulting from insufficient systems security can lead to expensive litigation.

Cincinnati Network Defender protection pays covered costs associated with restoring computer systems, responding to a ransomware attack and recovering data following a computer attack. It also covers your business for third-party liabilities caused by a computer system security failure or your electronic communications. This coverage also gives you access to an online portal offering news, information and tools to help you mitigate a hacking event, virus infection or other cyberattack before they occur.

#### Cincinnati Data Defender Coverage

INSURING AGREEMENT	LIMIT	DEDUCTIBLE
<b>A. Response Expenses</b>	\$50,000	\$1,000
Forensic Information Technology Review Sublimit	\$25,000	
Legal Review Sublimit	\$25,000	
Public Relations Services Sublimit	\$25,000	
<b>B. Defense and Liability</b>	\$50,000	\$1,000
Regulatory Fines and Penalties Sublimit	\$25,000	
Payment Card Industry Fines and Penalties Sublimit	\$25,000	
<b>C. Identity Recovery</b>	\$25,000	\$250
Lost Wages and Child and Elder Care Sublimit	\$5,000	
Mental Health Counseling Sublimit	\$1,000	
Miscellaneous Unnamed Costs Sublimit	\$1,000	

**Retroactive Date: 10/01/2020**



**Cincinnati Data Defender Coverage Premium****\$87.00****Cincinnati Network Defender Coverage****INSURING AGREEMENT****LIMIT****DEDUCTIBLE****A. Computer Attack**

\$50,000

\$1,000

Loss of Business Sublimit

\$25,000

Public Relations Sublimit

\$25,000

Cyber Extortion Sublimit

\$10,000

\$1,000

**B. Network Security Liability and Electronic Media Liability**

\$50,000

\$1,000

**Retroactive Date: 10/01/2020****Cincinnati Network Defender Coverage Premium****\$187.00****014811**

**CRIME**

COVERAGE	LIMIT	DEDUCTIBLE
Employee Theft	\$25,000	\$1,000
Forgery or Alteration	\$25,000	\$1,000
Inside the Premises	\$5,000	\$500
Outside the Premises	\$5,000	\$500
Computer Fraud	\$25,000	\$1,000
Funds Transfer Fraud	\$25,000	\$1,000
Money Orders and Counterfeit Money	\$25,000	\$1,000
Clients' Property	\$25,000	\$1,000
Claim Expense	\$500	\$0
Social Engineering Fraud	\$25,000	\$5,000

**EMPLOYEE BENEFIT PLAN(S) INCLUDED AS INSURED(S):**

All plans governed by ERISA and sponsored solely by the Named Insured as of the effective date of coverage and any such plan added during the Policy Period.



**Business Insurance**

## **SOCIAL ENGINEERING FRAUD CRIME COVERAGE**

Controlling Loss From Fraudulent Impersonation



### **Access to information poses growing risks**

You may think that your business is not vulnerable to the risks associated with public or private sources of information about you or your company. Consider these possibilities of loss due to crimes and scams known as social engineering fraud:

- Your supply manager receives a telephone call from someone posing as an employee of a familiar subcontractor. Your manager fills the request for \$100,000 of building materials and has them shipped to the address provided. The real subcontractor calls and says they never ordered those supplies. The contractor's website was hacked and the fraudster deceived your employee into thinking the order was legitimate. Your building materials are long gone.
- Your chief accountant receives a text that appears to be from your vice president of sales requesting a wire transfer to a new branch operation your organization is opening. The fraudster gathered enough information from your company's website to deceive your unsuspecting employee into transferring the money.

### **Preventive measures**

The number and level of sophistication of social engineering fraud scams are rising as quickly as ways to use social media. Fraudsters use communications such as email, texting, phishing, phone calls or social media to trick an unsuspecting employee into parting with your money, securities or tangible property. It's a new kind of crime that most crime policies don't cover. You can protect your assets with a few preventive measures:

- Secure your own website to prevent outsiders from hacking into your system to gain information they can use in a scam by installing an up-to-date firewall and anti-virus software
- Set up separate prearranged PIN numbers, code words and other identification protocols for clients and vendors, and store them offline in paper files that can't be hacked or easily used in a scam
- Train your employees to carefully verify the sender's email address and text numbers for any request to send or transfer money or products – even to known vendors, customers or banks, because it's a common scam to use email addresses that are one letter off from a legitimate one
- Require supervisor approval of all transfer requests, especially to new requestors or foreign locations
- Adopt controls that limit the amount that can be transferred without supervisor approval

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.



### Contact your agent for insurance protection

By adding Cincinnati's Social Engineering Fraud Endorsement, available with our commercial or management liability crime coverages, you can protect your business from the loss of valuable assets in the event of a fraudulent transfer request.

Thank you for trusting your agent and Cincinnati to protect your business.



Everything Insurance Should Be®

*Our loss control service is advisory only. We assume no responsibility for management or control of customer loss control activities or for implementation of recommended corrective measures. These materials were gathered from trade services and public information. We have not tried to identify all exposures. We do not warrant that this information is consistent with the underwriting guidelines of The Cincinnati Insurance Company and its subsidiaries or with any federal, state or local law, regulation or ordinance.*

This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. The Cincinnati Insurance Companies®, Cincinnati Insurance® and Cincinnati® refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2018 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141



## PREMIUM SUMMARY

### The Cincinnati Insurance Company

Named Insured: THE WATERWORKS & SEWER BOARD OF THE CITY OF UNIONTOWN

Address: PO BOX 236  
UNIONTOWN, AL 36786

Agency: Peak Insurance, Inc.

Proposed Policy Period: 10/01/2020 - 10/01/2023

Coverage	Premium
Nonprofit Organization D&O	\$1,541
Crime	\$385
Cyber Risk Liability	\$274
Terrorism	\$25
<b>Total Annual Premium</b>	<b>\$2,225.00</b>

Subject to review of the ML 005 and current balance sheet.

Ask your agent about various billing and payment options.



## FORM SCHEDULE

FORM NUMBER	FORM NAME
ADV715 01/2018	Cincinnati Network Defender™ brochure
IA4338 05/2011	Signature Endorsement
IA4407 03/2013	Notice to Policyholders Direct Bill Account Credit Procedure
IA4421 03/2013	Disclosure of Direct Bill Fees and Charges
IA4521 03/2020	Notice Of Privacy Practices
IA4991 06/2017	Commission Schedule
IP446 08/2001	Notice to Policyholders
ML101 01/2020	General Provisions
ML4128AL 08/2016	Alabama Changes - Crime Coverage
ML4196AL 09/2019	Alabama Changes - Cancellation and Nonrenewal
ML4127AL 08/2016	Alabama Changes - Legal Action Against Us
ML502 01/2018	Cincinnati Data Defender™ Coverage Part Declarations
ML103 01/2020	Cincinnati Network Defender™ Coverage Form
ML503 01/2018	Cincinnati Network Defender™ Coverage Part Declarations
ML201 05/2016	Social Engineering Fraud
ML436 01/2018	Add Credit, Debit or Charge Card Forgery
ML516 01/2018	Crime Coverage Part Declarations
ADV1498 02/2019	Tools To Help You Manage Risk
IA4234 01/2015	Policyholder Notice Terrorism Insurance Coverage
ML400 01/2016	Summary of Premiums Charged
ML4000 01/2016	Notice of Loss Control Services
ML458 01/2016	Cap on Losses from Certified Acts of Terrorism
ML501 01/2016	Pillar Common Policy Declarations

This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. This quote is based on rating information supplied by you, subject to any pending rules and rate filings. It is also subject to normal underwriting consideration including, but not limited to, acceptable loss experience, favorable inspection and acceptable motor vehicle reports. In addition, the pricing offered in this quote is based on the total coverage offered. If changes to the quote are requested, including accepting only portions of the coverage offered, The Cincinnati Insurance Company reserves the right to requote the business. Acceptability of this risk and use of scheduled credits or debits is subject to approval by the company. This information is proprietary to The Cincinnati Insurance Company, its subsidiaries and affiliates. "The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or photocopy this document, without written permission. © 2020 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141. For additional information on our privacy policy, please visit <https://www.cinfin.com/privacy-policy>.



**014816**

## FORM SCHEDULE

FORM NUMBER	FORM NAME
ML105 01/2018	Nonprofit Organization Directors and Officers Liability Coverage
ML207 12/2019	Capital Endorsement
ML327 01/2018	Product Liability Exclusion
ML339 01/2018	Failure to Supply Exclusion
ML505 01/2016	Nonprofit Organization Directors and Officers Liability Coverage Part Declarations
ML102 01/2020	Cincinnati Data Defender™ Coverage Form
ML4127AL 08/2016	Alabama Changes - Legal Action Against Us
ML116 01/2016	Crime Coverage

This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. This quote is based on rating information supplied by you, subject to any pending rules and rate filings. It is also subject to normal underwriting consideration including, but not limited to, acceptable loss experience, favorable inspection and acceptable motor vehicle reports. In addition, the pricing offered in this quote is based on the total coverage offered. If changes to the quote are requested, including accepting only portions of the coverage offered, The Cincinnati Insurance Company reserves the right to requote the business. Acceptability of this risk and use of scheduled credits or debits is subject to approval by the company. This information is proprietary to The Cincinnati Insurance Company, its subsidiaries and affiliates. "The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or photocopy this document, without written permission. © 2020 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141. For additional information on our privacy policy, please visit <https://www.cinfin.com/privacy-policy>.



014817

## PAY PLANS AND PAYMENT OPTIONS



Everything Insurance Should Be®

### Policies billed by your agency

*Quarterly, semi-annual, and annual pay plans* are available when you receive invoices from your **agency** and you pay your insurance premiums directly to your agency. For eligible accounts, *three-year prepaid pay plans* are also available. Please discuss with your agent the various ways to pay your premiums.

### Policies billed by Cincinnati

*Monthly plus the above pay plans* are available for Cincinnati-billed policies. You receive billing statements from and pay your insurance premiums directly to The Cincinnati Insurance Companies.

#### Monthly:

- no minimum annual premium
- installment fees up to \$5 apply for each payment, unless paid using EFT

#### Quarterly and semi-annual:

- no minimum annual premium
- first installment due at policy inception
- fees up to \$5 apply for each installment, unless paid using EFT

#### Annual:

- full payment due at policy inception
- no installment fees apply

#### Three-year prepaid plan for eligible accounts:

- full payment due at policy inception
- no installment fees apply

### Four ways you can pay your Cincinnati-billed policy

You can pay your insurance premiums directly to Cincinnati with the method that best suits your needs:

#### 1) Electronic funds transfer:

- You complete a form authorizing Cincinnati to set up automatic, ongoing withdrawals for each installment from your checking or savings account.
- Installment fees do not apply when payment is made by EFT (Not available in Texas, Nevada or Massachusetts.)
- If you initially choose another payment option, Cincinnati includes a prefilled EFT form with your first account statement and/or premium notice, giving you the option to switch to EFT for future payments.

#### 2) Online:

- Visit [cinfin.com](http://cinfin.com) to pay online.
- To set up an online payment, refer to your Cincinnati account statement or premium-due notice for the information you need.
- You can pay by Visa®, MasterCard® or Discover® card, debit card, checking account or savings account.
- This method allows access for multiple payors on the account.
- You initiate each payment; you *cannot* schedule recurring payments.
- You can pay immediately or schedule a single payment for a future date up to the payment due date.
- Payments confirmed by 3 p.m. Eastern Time are processed the same day (Monday thru Friday, excluding legal holidays).
- For assistance with online payment services, please call 888-242-0888.

#### 3) By phone:

- You can pay immediately by dialing 800-364-3400.
- Refer to your Cincinnati account statement and/or premium-due notice for the information you need.
- You can pay by Visa, MasterCard or Discover card, debit card, checking account or savings account.
- This method allows access for multiple payors on the account.
- You initiate each payment; you *cannot* schedule recurring payments.
- Payments confirmed by 3 p.m. Eastern Time are processed the same day (Monday thru Friday, excluding legal holidays).

#### 4) By check:

- Pay by check and send through the mail.
- Please allow sufficient time for postal delivery.
- Mail to: The Cincinnati Insurance Companies, P.O. Box 145620, Cincinnati, OH 45250-5620.

Your agent can offer you the pay plan that works best for your business.

This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage. The Cincinnati Insurance Companies® and Cincinnati® refer to member companies of the insurer group providing property and casualty coverages through □ The Cincinnati Insurance Company or one of its wholly owned subsidiaries – □ The Cincinnati Indemnity Company, □ The Cincinnati Casualty Company or □ The Cincinnati Specialty Underwriters Insurance Company – and life and disability income insurance and annuities through □ The Cincinnati Life Insurance Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. 6200 S. Gilmore Road, Fairfield, OH 45014-5141. Copyright © 2015 The Cincinnati Insurance Company. All rights reserved. Do not reproduce or post online, in whole or in part, without written permission.

## **TERRORISM COVERAGE**



*Everything Insurance Should Be®*

### **What is the Terrorism Act?**

The Terrorism Risk Insurance Act of 2002 established a program under which the federal government shares with the insurance industry the risk of loss from certain future acts of terrorism, and – in the case of workers' compensation coverage – loss from acts of war.

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Terrorism is a violent act or an act dangerous to life, property or infrastructure committed by an individual or individuals as part of an effort to coerce the population or government of the United States that results in aggregate losses of \$5 million or more.

### **Your new insurance proposal includes terrorism coverage**

In compliance with the Act, we offer on this proposal terrorism coverage for lines of business on which the Act applies. Terrorism coverage is limited to acts certified under the federal program and by the terms, conditions, exclusions, limits, endorsements, provisions of your policy and any applicable laws to which this coverage quote applies.

Your Premium Summary shows the total charges for terrorism coverage. Cincinnati charges premiums for terrorism coverage based only on our portion of the potential losses and not the federal government's portion paid under the Act. While we encourage policyholders to keep terrorism coverage, you may reject coverage by signing a rejection form, which your independent agent representing Cincinnati can provide.

### **Renewal policies**

When you are renewing a policy, your renewal proposal will include the terrorism coverage described above, even if you previously signed a rejection statement for one or more lines of insurance.

- To purchase this coverage, please contact your agent for additional information.
- If you **do not** wish to purchase the proposed terrorism coverage, please complete and sign a new rejection form that your agent can provide.

**Thank you for trusting your agent and Cincinnati to protect your business.**

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.



**Management Liability**

## **PILLAR™ NONPROFIT ORGANIZATION DIRECTORS & OFFICERS LIABILITY COVERAGE**



### **How D&O liability coverage protects you**

Directors and officers make discretionary decisions that may affect anyone who has a relationship with the institution: shareholders, regulatory agencies, creditors, suppliers, competitors and patients. Anyone who believes they have been harmed as a result of those decisions may take legal action, requiring you to incur costly expenses to defend your organization and its directors and officers.

When you have directors and officers coverage, it helps protect you and your institution. Consider what could happen without D&O coverage:

- Contributors can sue directors for violating their duties of care and loyalty to the organization, which may result in financial problems for the nonprofit.
- Nonprofit organizations generally don't have the funds to pay for high legal fees to defend their directors and officers. D&O policies protect the assets of nonprofit organizations. Otherwise, the organizations' assets would be needed to indemnify their directors and officers.

### **Providing the insurance you need**

D&O liability coverage insures against claims alleging wrongful acts committed by insureds acting on behalf of your organization. You receive protection for covered claims, relieving you and any other insured person of the need to pay the significant defense costs and potential settlements or judgments.

Having the proper protection in place also helps you to attract and retain the most qualified people, especially when you have coverage that has a broad definition of insured and provides a duty to defend. That way, you don't need to fund your own defense and apply for reimbursement.

### **Adding protection for unexpected expenses**

You can count on your agent to include our optional Capital Endorsement that for a flat premium charge bolsters your protection with 20 additional coverage features, including an additional Side A D&O limit and unexpected cancellation, travel, crisis and other expenses, after covered incidents. Each coverage feature has its own limit. Most features pay in addition to other insurance provided under a Cincinnati or other carriers' policy, except a few features that indicate otherwise.

### **Protecting your assets**

You can trust your local independent agent recommending coverage to understand your organization and see it as you see it. Together, we can customize an insurance program to help protect the personal assets of your directors and officers and the financial strength of your organization with Cincinnati's Pillar nonprofit organization D&O liability coverage.

**Liability protection  
can relieve you of the  
need to pay for defense  
costs, settlements  
or judgments.**





### Selecting the right company

With Cincinnati's Pillar management liability coverage, know that you have an exceptional insurance program from a company offering:

- A management team specifically dedicated to keeping your program on the leading edge
- Superior claims service provided by Cincinnati professionals
- High financial strength rating from A.M. Best Co., reflecting our ability to pay claims and keep our promises. Please visit [cinfm.com](http://cinfm.com) and Financial Strength to see our latest ratings

- For qualifying accounts, three-year policy terms with rates that won't increase during the term in most states for many coverages, saving you the added time and expense of annual renewals

Please see below for a more complete summary of coverages. Your agent recommending Cincinnati can provide more details, answer questions and add the coverage you need.

## NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE, ML105

General Provisions Applicable to All Liability Coverage Parts, ML101

This summarizes the coverages provided by the listed insurance forms, depending on the coverage option purchased or quoted and the forms approved in each state. Any higher limits that appear in your sales proposal replace the standard limits listed. For complete details of the terms, conditions, limitations and exclusions, please see your policy.

INSURING AGREEMENTS, ML105		
A. Insured Persons	Pays on behalf of insured persons all covered loss that they are legally obligated to pay	
B. Indemnification	Pays on behalf of the organization all covered loss that it's required to pay as indemnification to the insured persons	
C. Organization	Pays on behalf of the organization all covered loss that it is legally obligated to pay	
Coverage	Description	Cincinnati D&O ML105 & ML101
COVERAGE FEATURES		
Allocation	Covers 100% of defense costs when allocating between losses that are covered and not covered	✓
Antitrust coverage	Applies no exclusion for allegations of violations of antitrust regulations	✓
Claim reporting	Requires a claim to be reported when an executive has knowledge of it. If insureds other than executives have knowledge of the claim, there is no penalty for failure to report	✓
Contractual liability <sup>1</sup>	Includes coverage for defense costs for contractual liability claims for insured persons	✓
Extended reporting period	Provides an automatic ERP for no additional premium	90 days
Failure to maintain insurance	Applies no exclusion for failure to maintain insurance	✓

<sup>1</sup> Not applicable in NY

# NONPROFIT ORGANIZATION D&O LIABILITY COVERAGE

Coverage	Description	Cincinnati D&O ML105 & ML101
<b>COVERAGE FEATURES (cont'd)</b>		
Insured vs. insured exclusion	Includes exceptions to provide coverage for claims brought by:	
	• an examiner, trustee, receiver, liquidator, rehabilitator, bankruptcy trustee or similar official, or creditors committee	✓
	• an executive, director or officer who has not served as an insured person of the organization for at least a one year period	✓
	• an insured person who is not an executive, director or officer or person who is not receiving assistance from one	✓
	• a whistleblower pursuant to any federal, state or local statutory or common law	✓
Liberalization	Includes liberalization to provide updated coverage to existing policyholders	✓
Misconduct allegations <sup>1</sup>	Includes defense costs coverage for allegations of misconduct (deliberately fraudulent, dishonest, criminal or malicious, willful violation of statute/law, or gaining profit to which the insured is not entitled) until adverse results to the insured are no longer able to be appealed	✓
Misrepresentation look-back period	Limits coverage for misrepresentations on the application to only the current policy and to warranties or representations made within the last three years	✓
New subsidiaries	Provides automatic coverage for newly acquired or formed subsidiaries regardless of size	✓
Order of payments	Prioritizes protection of personal assets	✓
Outside directorship liability	Includes coverage for insured persons for service as an officer or member of the board of directors, trustees, regents, managers, governors, or equivalent position for an organization, which is described as 501(c)(2), (3), (4), (6), (7), (8), (10), (19) or 501(d)	✓
Parent company and franchisor extension <sup>1</sup>	Extends coverage to a parent company or franchisor at the insured's request	✓
Patent infringement	Applies no exclusion to insured persons for allegations of patent infringement and misappropriation of trade secrets	✓
Personal injury	Provides protection from claims alleging acts such as invasion of privacy, libel, slander or defamation	✓
Prior acts coverage	Provides protection for wrongful acts occurring prior to the inception of coverage	✓
Publishers liability	Provides protection from claims alleging acts such as plagiarism, copyright infringement or misappropriation of ideas	✓
Rescission	Protects you because the insurer cannot rescind coverage	✓
Securities coverage	Applies no exclusion for violation of securities laws	✓
Settlement provision	Provides insured with 90 percent of settlement/judgment in excess of the settlement offer rejected by the insured. We will not settle a claim without consent of the insured	✓
Severability of exclusions	Applies to:	
	• insured persons so that all exclusions are severable and the knowledge or wrongful acts of one insured person are not imputed to other insureds	✓
	• the conduct exclusion only so that conduct pertaining to an executive is imputed only to the organization	✓
Spouse/domestic partner coverage <sup>2</sup>	Extends protection to the spouse or domestic partner of an insured person in their role as a spouse or domestic partner	✓
Territory	Applies coverage to wrongful acts occurring anywhere in the world unless it violates U.S. economic or trade sanctions	✓

<sup>2</sup> Domestic partners not covered in NY

# NONPROFIT ORGANIZATION D&O LIABILITY COVERAGE

Coverage	Description	Cincinnati D&O ML105 & ML101
<b>COVERAGE FEATURES (cont'd)</b>		
Insured	Broad definition of insured includes:	
	• named insured	✓
	• subsidiaries that are more than 50 percent owned by the insured, including for-profit subsidiaries if disclosed on the application	✓
	• members of the board of directors, trustees, regents, managers, governors or equivalent position	✓
	• officers, employees, committee members and volunteers	✓
	• independent contractors the insured has agreed to provide indemnification	✓
Claim	• debtor in possession	✓
	Broad definition of claim includes:	✓
	• written demand for monetary damages or other relief	✓
	• civil, administrative or regulatory proceedings	✓
	• arbitration or mediation proceedings	✓
	• criminal proceedings after indictment	✓
Loss	• written request to toll or waive statute of limitations	✓
	• civil, administrative, regulatory or criminal investigations of insured persons	\$100,000 sublimit
	Broad definition of loss includes the defense costs incurred and the amount the insured becomes legally obligated to pay to include:	
	• punitive and exemplary damages with most favorable venue wording <sup>1</sup>	✓
	• excess benefit transaction tax coverage <sup>1</sup>	\$20,000 sublimit per organizational manager
<b>OPTIONS AVAILABLE</b>		
Capital Endorsement, ML207	Provides 20 additional coverage features and limits for various unexpected expenses and incidents, including an additional Side A D&O limit	✓
Continuity of coverage	Offers an option for continuity of coverage	Subject to approval
Defense costs outside limits <sup>3</sup>	Provides additional unlimited insurance dedicated to the payment of defense costs, preserving the entire purchased limit for settlements/judgments	Subject to approval
Employed lawyers professional liability coverage	Covers claims arising from legal services provided by the insured's employed lawyers	Subject to approval
Excess Side A	Provides an additional limit of liability for insured persons	\$1 million
Extended reporting period	Offers flexible options:	
	• 12-month ERP (Three-year ERP in NY)	Available to all accounts
	• ERP of other lengths	Subject to approval
Shared limit of insurance	Provides the ability to select specific coverages that share a limit and to receive a premium discount for those coverages	Up to 60 days ✓

<sup>3</sup> Automatically included in VT

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage. This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. The Cincinnati Insurance Companies", Cincinnati Insurance" and Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2020 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141.



## PILLAR™ MANAGEMENT LIABILITY POLICY

### Coverage Overview

#### Pillar Management Liability Coverage

Conveniently receive a flexible approach by combining valuable management liability coverages in one policy:

- Directors and officers liability
- Employment practices liability
- Fiduciary liability
- Cyber risk
- Crime

Qualifying financial institutions may also select coverage for:

- Bankers professional liability
- Trust services errors and omissions
- Specialized crime protection available on a separate policy



**Pillar provides a flexible approach to combining valuable coverages in one policy.**



Everything Insurance Should Be®

**014824**  
cincinnati.com



## Why purchase Pillar?

Even well-run organizations face legal challenges. You can be saddled with significant defense costs if:

- A highly paid executive is replaced by a younger, lower-paid employee. The executive sues for age discrimination.
- Participants in a 401(k) plan sue the plan's administrator, the plan and the sponsor, alleging violations of the trust agreement that lead to significant loss of plan assets.
- An employee is dismissed and sues the employer for wrongful termination.

## How will you spend your time and resources?

Would a judgment or settlement negatively impact the financial strength of your corporation or organization? Or worse yet, put you out of business? Do you have the resources to coordinate an effective defense?

## Innovative

Since 1982, Cincinnati has written D&O and fiduciary liability insurance. Cincinnati was also one of the first standard carriers to introduce employment practices liability coverage.

Pillar continues this innovation by letting you choose the coverage that fits your needs. Combining coverages reduces the likelihood of coverage gaps or overlaps, so you don't have to worry about becoming involved in disputes between multiple insurers. Combining coverages also simplifies reporting claims and reduces your paperwork with only one application needed in most cases.

## Specialized options for your organization

You receive innovative and diverse management liability products that include coverage features specific to:

- Nonprofit organizations
- Community associations
- Educational institutions
- Healthcare institutions
- Privately held companies
- Financial institutions

## Flexible

Pillar allows you to choose the same or different limits of insurance for each coverage. You can opt for a common limit to be shared by whichever coverage parts you choose. Ask about any special coverage or policy condition to accommodate your situation.

Our policies offer many built-in and optional coverages to include adding our Capital Endorsement for community associations and nonprofit organizations. The endorsement bolsters your D&O protection with 20 additional features, including an additional Side A D&O limit and cancellation, travel, crisis and other expenses, after covered incidents. Each coverage feature has its own limit. Most features pay in addition to other insurance provided under a Cincinnati or other carriers' policy, except a few features that indicate otherwise. Your agent can work with us to customize a policy made to order for you, so you pay only for the coverage you need.



## Personal service

A select group of local independent insurance agencies represents Cincinnati. As your neighbors, independent agents understand your needs and risks. They work hard to give you value and service that support long-term relationships. Please visit [cinfin.com](http://cinfin.com) to read about the most recent published rankings, studies and independent surveys of agents and consumers that consistently rate Cincinnati as one of the top insurers.

## Financial strength

Property casualty policyholders count on Cincinnati's financial strength. Their policies are backed by Cincinnati's high surplus, assuring that resources will be there when policyholders need them.

Independent rating agencies affirm Cincinnati's high financial strength, placing it among the top standard market property casualty insurer groups. Please visit [cinfin.com](http://cinfin.com) and Financial Strength for our latest ratings.

Thank you for trusting your agent and Cincinnati to protect your business.

**Coverage Summary****PILLAR™ CAPITAL ENDORSEMENT, ML207**

Option for Nonprofit Organizations or Community Associations Directors and Officers Liability Coverages

This summarizes the coverages provided by the above insurance form. These limits are in addition to any limits for the same coverage that appear in an e-CLAS® sales proposal or provided elsewhere whether by Cincinnati or another carrier, unless specified otherwise. In the event of a conflict, the actual policy terms, conditions, limitations and exclusions prevail.

<b>CAPITAL ENDORSEMENT</b>	
<b>Coverage Features</b>	<b>Limits ML207</b>
<b>Additional excess Side A</b> provides an additional limit of liability for insured persons under D&O Insuring Agreement A	\$250,000
<b>Business travel benefit</b> covers a director or officer suffering an injury while traveling on a commercial carrier for business	\$50,000
<b>Conference cancellation</b> covers expenses for a business-related conference – paid by the insured and not otherwise reimbursed – that was cancelled due to a natural catastrophe or communicable disease outbreak	\$25,000
<b>Crisis management</b> pays emergency response expenses incurred because of a covered incident	\$50,000
<b>Death benefit</b> covers the death of a current director or officer resulting from a certified act of terrorism	\$50,000
<b>Destroyed records</b> covers reasonable and necessary expenses to reconstruct the organization's paper or electronic business records lost or destroyed due to a natural catastrophe or a certified act of terrorism	\$25,000
<b>Donation security</b> pays for a failed donation incurred and not reimbursed by any other source	\$50,000
<b>Emergency real estate consulting fees</b> reimburses covered fees incurred for relocation due to the unforeseeable destruction of the organization's principal location	\$50,000
<b>Emergency travel expense</b> covers any director or officer for emergency travel expenses incurred due to a certified act of terrorism	\$50,000
<b>Fundraising event cancellation expense</b> reimburses expenses that are incurred due to the cancellation of a fundraising event caused by an order made by a civil authority responding to a natural catastrophe or a communicable disease outbreak, provided the fundraising is not re-scheduled.	\$25,000
<b>Identity theft expense</b> reimburses the expenses of any current director or officer who becomes a victim of identity theft	\$50,000
<b>Image restoration and counseling</b> covers image restoration and counseling expenses due to sexual misconduct or sexual molestation of the organization's clients committed by an insured person of the organization	\$50,000



## CAPITAL ENDORSEMENT, ML207

Coverage Features (cont'd)	Limits ML207
<b>Immigration civil fines or penalties</b> pays assessments for unintentional violation of the United States Immigration and Nationality Act resulting from a notice of inspection, audit or investigation by a government agency	\$25,000
<b>Key individual replacement expense</b> reimburses expenses, not covered by another source, to replace the chief executive officer or executive director due to death or permanent disability	\$50,000
<b>Kidnap expense</b> covers reasonable fees incurred after the kidnapping of a director or officer or their spouse, domestic partner, parent or child	\$50,000
<b>Political unrest coverage</b> reimburses emergency evacuation expenses due to an incident when the present director, officer, employee or volunteer travel outside the United States	\$50,000 maximum \$10,000/employee
<b>Temporary meeting space</b> reimburses rental expenses when a primary office space is temporary unavailable due to the failure of a climate control system or hot water heater	\$50,000
<b>Travel delay coverage</b> reimburses present directors or officers incurred expenses due to the cancellation of any regularly scheduled business travel on a common transportation carrier	\$2,500
<b>Unauthorized business card use</b> covers loss of money or charges and costs incurred directly from the unauthorized use of credit, debit or charge cards issued in the business name	\$1,500, \$500 deductible applies
<b>Workplace violence counseling</b> provides emotional counseling expenses after a violent incident occurs on premises	\$50,000



Everything Insurance Should Be®

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage. This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. The Cincinnati Insurance Companies", Cincinnati Insurance" and Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries - The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2020 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141.

## NONPROFIT DIRECTOR AND OFFICER LIABILITY

Management Liability Claim Examples



Nonprofit organizations have the best intentions for their clients and society, operating to the benefit of their communities. Cincinnati's Pillar™ Nonprofit Organization Directors and Officers Liability Coverage offers insurance protection, so you can stay focused on those efforts. These scenarios highlight how insurance coverage can protect your interests, saving you defense and settlement costs due to allegations of wrongful acts committed by directors, officers or other insured individuals.

### Consumer protection laws violation

A potential buyer sued a club that hosted a charity auction after one of the items up for bid could not be made available due to a processing error. The matter settled for **\$400,000** with **\$250,000** in defense costs.

### Breach of fiduciary duty

A member of a private club alleged its board had failed to follow its bylaws in its handling of assessments, thus breaching its fiduciary responsibilities. Nearly **\$150,000** was paid in defense costs.

### Breach of duty of bailee

A benefactor filed a lawsuit against an organization alleging its leadership failed to return an item the sponsor had considered only to be a loan, and not a gift. More than **\$200,000** was paid in defense costs.

### Breach of duty

Former club members sued the club's board relating to a proposed change in the refund policy for membership investments to the club. More than **\$75,000** was paid in defense costs.

### Breach of constructive trust

Members sued a cooperative regarding its methods of recording and managing profits, as well as member distributions. The **\$1 million** policy limit was exhausted in defense costs while the claim was still in litigation.

Thank you for trusting your agent and Cincinnati to protect your business.

These hypothetical scenarios are based on actual claims and offered for educational purposes only. Every claim is adjusted according to its own specific set of facts. Whether or not insurance coverage would apply to any claims depends on the facts and circumstances of each case and the terms, conditions and exclusions of each individual policy.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.

## Coverage Summary

**CINCINNATI DATA DEFENDER™**

Cincinnati Data Defender™ Coverage Form, HC102 1/18 or ML102 1/18

This summarizes the coverages provided by the listed insurance forms, depending on the coverage option purchased or quoted and the forms approved in each state. Any higher limits that appear in your sales proposal replace the standard limits listed. For complete details of the terms, conditions, limitations and exclusions, please see your policy.

Coverage Descriptions	Standard Limits HC102 or ML102
<b>Breach response expense and services<sup>1</sup> coverage</b> – Pays for expenses that you incur to respond to a data compromise (i.e. a breach of your client's data stored in any format), including services to assist your customers, employees and others affected by a breach:	\$50,000 (deductible applies)
• professional IT help to identify who was affected by the breach and how to notify them	\$25,000 sublimit
• legal review to determine notification requirements	\$25,000 sublimit
• preparation of notifications to affected individuals	Included
• services to help individuals affected by the breach	Included
– toll-free help line if identity theft is suspected	Included
– credit monitoring for affected individuals	Included
– identity restoration case management for identity theft victims	Included
• professional public relations review of and response to the data breach	\$25,000 sublimit
<b>Defense and liability coverage</b> – Protects you if liability claims arise from a data breach. Coverage includes:	\$50,000 (deductible applies)
• investigation, defense and appeal expenses	Included
• damages, judgments or settlements to affected individuals for which you are held responsible	Included
• legal expenses for which you are held responsible	Included
• defense and settlement costs for regulatory proceedings	Included
• payment card industry fines and penalties	\$25,000 sublimit
• regulatory fines and penalties	\$25,000 sublimit
• punitive damages to the extent legally insurable	Included
• prejudgment and postjudgment interest for which you are held responsible	Included

<sup>1</sup> A separate agreement with a specialty vendor – The Hartford Steam Boiler Inspection and Insurance Company – allows The Cincinnati Insurance Companies to offer a variety of support services, including call center assistance, collaborative claims service and online policy holder training and risk mitigation materials.

## CINCINNATI DATA DEFENDER

Coverage Descriptions (cont'd)	Standard Limits HC102 or ML102
<b>Identity recovery coverage</b> – Protects qualifying owners/key employees of your business if they become identity theft victims, whether or not the identity theft is related to a data compromise at your business. This coverage includes:	\$25,000 (deductible applies)
• identity recovery help line	Included
• case management by experienced case managers	Included
• reimbursement for covered expenses	Included
– legal fees caused by identity theft including costs for civil and criminal defense	Included
– lost wages and child and elder care expenses due to time away from work	\$5,000 sublimit
– credit report restoration	Included
– reapplication fees for loans declined due to incorrect credit information	Included
– postage, phone and shipping fees	Included
– notary and filing fees	Included
– mental health counseling costs	\$1,000 sublimit
– costs for other expenses that result from the identity theft	\$1,000 sublimit
<b>Loss control/risk assessment online services<sup>1</sup>:</b>	
• incident roadmap – steps to take following a data breach	Included
• online training modules – privacy best practices and red flag rules	Included
• cyber risk tools – self-assessments, state breach notification laws and cost calculators	Included
• vendors – external resources directory: law firms, public relations firms and IT consultants	Included
• cyber and privacy news – security and compliance news and helpful industry links	Included
• resources – best practices and white papers by leading authorities	Included



Everything Insurance Should Be®

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage. This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. The Cincinnati Insurance Companies, Cincinnati Insurance and Cincinnati refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2018 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141.

## Coverage Summary

**CINCINNATI NETWORK DEFENDER™**

Cincinnati Network Defender Coverage Form, HC103 1/18 or ML103 1/18

This summarizes the coverages provided by the listed insurance forms, depending on the coverage option purchased or quoted and the forms approved in each state. Any higher limits that appear in your sales proposal replace the standard limits listed. For complete details of the terms, conditions, limitations and exclusions, please see your policy.

Coverage Descriptions	Standard Limits HC103 or ML103
<b>Computer attack</b> – pays for your covered losses resulting directly from a computer attack, including:	\$50,000 <sup>1</sup> (deductible applies)
• data restoration – costs to hire a professional firm to replace lost or corrupted data from electronic sources	Included
• data re-creation – costs to hire a professional firm to research, re-create and replace lost or corrupted data from <i>non</i> -electronic sources	Included
• system restoration – costs to hire a professional firm to restore your computer system to its pre-attack level of functionality by replacing or reinstalling software, removing malicious code and correcting the configuration of your computer system	Included
• loss of business income – income lost by your business and extra expenses incurred during the time system and data recovery activities take place	\$25,000 <sup>2</sup>
• public relations services – costs to engage a professional PR firm to communicate with outside parties concerning the computer attack and your response	\$25,000 <sup>2</sup>
• third-party systems (loss while data is in your service provider's control)	Included
• cyber extortion (including ransomware)	\$10,000
<b>Network security and electronic media liability coverage</b> pays for defense and settlement costs due to claims brought against you by third parties for alleged damage caused by:	\$50,000 <sup>1</sup> (deductible applies)
A security failure in your computer system that leads to:	
• breach of third-party business data	Included
• unplanned malware forwarding or replication	Included
• unintentional support of a denial of service attack	Included
Your electronic communications that result in:	Included
• defamation	Included
• violation of a person's right of privacy	Included
• interference with a person's right of publicity	Included
• infringement of copyright or trademark	Included

<sup>1</sup> Standard limit is \$100,000 in MT, ND, NH and NY

<sup>2</sup> Standard sublimit is \$50,000 in MT, ND, NH and NY



# CINCINNATI NETWORK DEFENDER™

Coverage Descriptions (cont'd)	Standard Limits HC103 or ML103
<b>Cyberattack mitigation online resources<sup>3</sup>:</b>	
• resources on cybercrime, data security, risk management and security awareness	Included
• cyber and privacy news links to timely articles and the latest computer and network security news	Included
• cyber risk tools such as assessments, guides, sample policies, forms and templates	Included
• brief security training videos for education about business security and privacy awareness topics	Included
• optional technical support service, TechQ, for assistance in troubleshooting, diagnosing and fixing common computer problems, including finding and removing viruses	Available for an additional fee

<sup>3</sup> A separate agreement with a specialty vendor – The Hartford Steam Boiler Inspection and Insurance Company – allows The Cincinnati Insurance Companies to offer a variety of support services, including call center assistance, collaborative claims service and online policyholder training and risk mitigation materials.



Everything Insurance Should Be®

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage. This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. The Cincinnati Insurance Companies®, Cincinnati Insurance® and Cincinnati® refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2018 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141.



**Management Liability**

**PILLAR™ CYBER RISK PROTECTION**



**Why buy cyber risk protection?**

Every business, no matter its size, collects and stores personal information about customers, employees and others. In addition, your business may depend on computer systems to access and use data to conduct daily operations. Technology and accessibility to personal information expose you to harmful cyberattacks with the potential to disrupt your operations, increase costs and damage customer relationships. Imagine these scenarios:

- Private customer information is exposed through a retailer's website. The customers sue the retailer.
- A health care organization's donor database is exposed due to a computer virus. The health care organization is held responsible.
- Thousands of student names and Social Security numbers are exposed due to a security breach of a college computer server. The college must defend itself against negligence charges.

**Protecting your business**

You can trust your local independent agent recommending coverage to understand your organization and see it as you see it. Together, we can customize a plan to help protect your organization with the appropriate cyber risk insurance coverage.

**Providing the coverage you need**

To protect your business, consider security for your computer systems and cyber risk insurance from Cincinnati by choosing from these coverage options:

- **Cincinnati Data Defender™** – Provides three important data privacy exposure coverages: expenses incurred responding to a breach and providing services for those affected, identity theft, and defense and liability coverage.
- **Cincinnati Network Defender™** – Provides two important types of cyber risk protection: computer attack coverage, and network security and media liability coverage.
- **Cincinnati Cyber Defense™** – Includes the coverage elements of Data Defender and Network Defender with additional coverage options for loss of business income, cyber extortion and media liability coverage.

Cincinnati Data Defender and Cincinnati Network Defender can be purchased separately or can work together to create well-rounded protection for your small to medium-sized organization. Cincinnati Cyber Defense may be the best option for your organization if it's larger or has more complex cyber exposures, and you need broader coverage, higher limits and more flexible options.

Please review a more complete summary of coverages on the next page. Your agent recommending Cincinnati can provide more details, answer questions and add coverage to your Pillar management liability policy.

**Protection includes access to an online portal offering training, best practices and other tools for managing cyber risk before an attack.**

# CYBER RISK PROTECTION

Insuring Agreement	Description
<b>Cincinnati Data Defender, ML102 &amp; General Provisions, ML101</b>	
<b>Response expenses coverage</b>	Pays costs you incur to respond after a data breach, including expenses for providing services to assist your customers, employees and others affected by the breach
<b>Defense and liability coverage</b>	Provides financial protection for legal action you may face even if your breach response is efficient and complies with applicable laws
<b>Identity recovery coverage</b>	Provides expense reimbursement and personal services to help you recover from identity theft if an unauthorized person commits fraud or other crimes using your personal or financial information
<b>Cincinnati Network Defender, ML103 &amp; General Provisions, ML101</b>	
<b>Computer attack coverage</b>	Helps your business recover after a cyberattack and pays for cyber extortion expense, data restoration services, data re-creation services, system restoration services, business income you lose, extra expenses you incur, as well as public relations services
<b>Network security and electronic media liability coverage</b>	<p>Pays for defense and settlement costs due to claims by third parties:</p> <ul style="list-style-type: none"> <li>• for alleged damage caused by a security failure in your computer system that leads to a breach of third-party business data, the unplanned forwarding or replication of malware or the unintentional support of a denial of service attack</li> <li>• alleging that your electronic communications resulted in defamation, violation of a person's right of privacy, interference with a person's right of publicity or infringement of copyright or trademark</li> </ul>
<b>Cincinnati Cyber Defense, ML104 &amp; General Provisions, ML101</b>	
<b>Response expenses coverage</b>	Pays costs you incur in responding to a data breach and includes expenses for providing services to assist your customers, employees and others affected by the breach in addition to reputational harm costs and reward payments
<b>Computer attack coverage</b>	Helps your business recover after a cyberattack and pays expenses you incur for data restoration services, data re-creation services and system restoration services, as well as public relations services, telecommunications fraud expenses and reward payments
<b>Loss of business income</b>	Pays for the business income lost and extra expenses incurred due to a computer attack or system failure during the time that system and data recovery activities take place and also includes a voluntary shutdown of the computer system
<b>Cyber extortion coverage</b>	Pays the cost of an investigator that you retain due to an extortion threat against your systems or data, and it covers amounts paid in response to the cyber threat including reward payments
<b>Identity recovery coverage</b>	Provides expense reimbursement and personal services to help you recover from identity theft if an unauthorized person commits fraud or other crimes using your personal or financial information
<b>Data compromise liability coverage</b>	Provides defense and liability coverage for legal action you may face – including regulatory and PCI fines and penalties – even if your breach response is efficient and complies with applicable laws
<b>Network security liability coverage</b>	Pays for defense and settlement costs due to claims by third parties for alleged damage caused by a security failure in your computer system that leads to a breach of third-party business data, the unplanned forwarding or replication of malware, the unintentional support of a denial of service attack or the inability of an authorized third-party user to access your computer system
<b>Media liability coverage</b>	Pays defense and settlement costs if a third-party claimant sues you alleging that your electronic or other communications resulted in defamation, violation of a person's right of privacy, interference with a person's right of publicity or infringement of copyright or trademark

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage. This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. The Cincinnati Insurance Companies", Cincinnati Insurance" and Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2020 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141.



The Cincinnati Insurance Companies

## Management Liability

# TOOLS TO HELP YOU MANAGE RISK



Along with the superior Pillar™ management liability insurance you purchase to protect your organization, you receive access to risk management tools at no additional cost to help you with the complex issues covered by your policy. These practical tools can help mitigate potential claims, possibly eliminate them altogether or provide help in the event claims occur.

Depending on the coverage options you purchase, you may also gain access to services provided by risk management specialists who can answer questions related to managing your community association, employment practices issues, cyber liability exposures or workplace violence incidents. Most of these services are also available at no additional cost.

- ☐ **Community Association Helpline:** As a Pillar policyholder, you can call a toll-free helpline, 844-458-9556, for assistance reducing or avoiding a potential wrongful acts loss related to managing your community association. Please have your Pillar Directors & Officers policy number ready before you call. When you place your call, leave a message including your name, complete contact information, policy number and your question or concern. A helpline lawyer will call you back, usually within one business day. Please be advised that each helpline call is limited to one hour. There is no additional charge for using this policyholder helpline
- ☐ **Employment Practices Helpline:** Do you have questions about how to handle employment situations? Pillar policyholders whose coverage includes Cincinnati's employment practices liability insurance may call our toll-free Employment Connection helpline, 888-811-3427, for guidance from an attorney prior to making employment-related decisions. We offer eligible policyholders an unlimited number of calls seeking advice on employment policies and procedures.
- ☐ **Cyber Risk Management Portal:** Cincinnati's cyber policyholders may access eRiskHub, an online portal that provides news, information and tools to help mitigate a breach or hacking event, virus infection or other cyberattack. On eRiskHub, you will find information about privacy laws, compliance and breach response guides including compliance resources, notification letter examples, and credit bureau and government agency notifications. Other data risk management expertise may be engaged to help diagnose and repair virus infections and other common computer problems. Some services offered may extend beyond what the policy covers and include an additional charge. Please visit <https://eriskhub.com/cic> to set up an account using the access code provided with your policy or available from your agent to begin exploring this valuable resource.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.



- ☐ **Workplace Violence Hotline:** After a covered workplace violence event, Pillar policyholders who have added Cincinnati's optional workplace violence expense coverage to their EPLI policy can receive help to create a response and begin the recovery process. Simply call the toll-free, 24-hour hotline, 877-841-1082. It's monitored by Black Swan Solutions, a business unit of Empathia, Inc., which is an industry-leading crisis support organization. Coverage also reimburses recovery expenses for security, public relations, counselors and lost salaries, wages and business income. While policyholders are not obligated to use Black Swan Solutions, this resource is available if you need them.
- ☐ **Kidnap, Ransom and Extortion:** Success attracts respect, recognition and rewards, yet may leave you vulnerable to kidnapping and extortion attempts. This policy option pays for the vital services of Control Risks Group, a kidnap extortion and crisis management consulting firm. Experts help manage all aspects of the situation, work toward the safe return of the victim and negotiate ransom requests. They also try to identify those responsible, assess the circumstances and search for a motive.

### Selecting the right company

With Cincinnati's Pillar management liability coverage, know that you have an exceptional insurance program from a company offering:

- A management team specifically dedicated to keeping your program on the leading edge
- Superior claims service provided by Cincinnati professionals
- High financial strength rating from A.M. Best Co., reflecting our ability to pay claims and keep our promises.
- For qualifying accounts, multi-year policy terms are available in most states for many coverages, saving you the added time and expense of annual renewals

Your agent recommending Cincinnati can provide more details, answer questions and add the coverage you need.

Thank you for trusting your agent and Cincinnati to protect your business.



Everything Insurance Should Be®

Our loss control service is advisory only. We assume no responsibility for management or control of customer loss control activities or for implementation of recommended corrective measures. These materials were gathered from trade services and public information. We have not tried to identify all exposures. We do not warrant that this information is consistent with the underwriting guidelines of The Cincinnati Insurance Company and its subsidiaries or with any federal, state or local law, regulation or ordinance.

This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. The Cincinnati Insurance Companies", Cincinnati Insurance" and Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. Best's ratings are under continuous review and subject to change and/or affirmation. To confirm the current rating, please visit [www.ambest.com](http://www.ambest.com). © 2019 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141.

**From:** [Robert White](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#); [khome](#)  
**Subject:** Service Rules and Recommendations  
**Date:** Monday, September 7, 2020 1:37:25 PM  
**Attachments:** [image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image010.png](#)  
[image011.jpg](#)  
[UNIONTOWN SERVICE RULES AND REGS - CLEAN DRAFT.pdf](#)

---

Please review the attached and provide comments. I will send the agreed upon copy to the board at 8:00 PM tonight if everyone is ok.

Thanks,

Logo



**Rob White IV**

**Executive Director**

T: (334) 396-5511 | M: (b) (6)

E: [rwhite@alruralwater.com](mailto:rwhite@alruralwater.com) | [www.alruralwater.com](http://www.alruralwater.com)

2576 Bell Road | Montgomery, AL 36117



Banner



**014837**

A RESOLUTION ADOPTING SERVICE RULES  
AND REGULATIONS  
OF  
UNIONTOWN WATERWORKS & SEWER BOARD

Be it resolved by the governing body Board of Directors of the Uniontown Waterworks & Sewer Board (hereinafter called the System, whether a non-profit System, water board, authority, city or town), that the Service Rules and Regulations of the System are as follows:

I. GENERAL POLICIES

- (a) All utility meters are property of the System. It is the responsibility of all customers to provide safe and adequate access to the utility meters for our utility personnel. It is the responsibility of the System's utility workers to turn on and off all System utilities.

II. TYPES OF SERVICE

- (a) The rate schedule set forth below contemplates a single user, such as one family dwelling, one farm dwelling with appurtenances, or one commercial operation, and will not be changed without the prior consent of the USDA Rural Development.



### III. RATE SCHEDULE – FEES / DEPOSITS

#### (a) WATER

<b>RESIDENTIAL – Decreasing Block Rate</b>			
Implementation	Description	Cost Inside City	Cost Outside City
Current	Minimum Bill (Includes 1 <sup>st</sup> 2000 gallons)	\$14.10	\$26.00
	2,001 – 10,000 gallons	\$2.50/1,000 gallons	\$2.50/1,000 gallons
	10,001 – 25,000 gallons	\$1.10/1,000 gallons	\$1.10/1,000 gallons
	25,001 – 50,000 gallons	\$0.93 /1,000 gallons	\$0.93 /1,000 gallons
	50,001 – 100,000 gallons	\$0.85/1,000 gallons	\$0.85/1,000 gallons
	All over 100,000 gallons	\$0.78/1,000 gallons	\$0.78/1,000 gallons

<b>COMMERCIAL – Uniform Block Rate</b>			
Implementation	Description	Cost Inside City	Cost Outside City
Current	Minimum Bill (Includes 1 <sup>st</sup> 1000 gallons)	\$24.00	Same as Inside
	All over 1,000 gallons	\$1.90/1,000 gallons	

<b>INDUSTRIAL – N/A</b>			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

<b>GOVERNMENTAL – N/A</b>			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

<b>BULK / WHOLESALE – N/A</b>			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

<b>FIRE/HYDRANT – N/A</b>			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

<b>CUSTOM – N/A</b>			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

## (b) SEWER

<b>RESIDENTIAL – Uniform Block Rate</b>			
Implementation	Description	Cost Inside City	Cost Outside City
Current	Minimum Bill (Includes 1 <sup>st</sup> 2,000 gallons)	\$18.10	Same as Inside
	All over 2,000 gallons	\$2.50/1,000 gallons	

<b>COMMERCIAL – Uniform Block Rate</b>			
Implementation	Description	Cost Inside City	Cost Outside City
Current	Minimum Bill (Includes 1 <sup>st</sup> 2,000 gallons)	\$24.00	Same as Inside
	All over 2,000 gallons	\$1.95/1,000 gallons	

<b>INDUSTRIAL – N/A</b>			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

<b>GOVERNMENTAL – N/A</b>			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

<b>CUSTOM – N/A</b>			
Implementation	Description	Cost Inside City	Cost Outside City
N/A	N/A	N/A	N/A

## (c) FEES – DEPOSITS

Implementation	Description	Cost
Current	Meter Deposit - Owner	\$25.00 + \$50.00 turn-on fee
	Meter Deposit - Renter	Same as owner
	Meter Installation – 5/8” or 3/4”	\$250 + deposit
	Meter Installation – 1”	No Current Fee
	Meter Installation – 2”	No Current Fee
	Meter Installation – 4”	No Current Fee
	Meter Installation – 6”	No Current Fee
	Meter Installation – 8”	No Current Fee
	Meter Installation – Other/Custom	No Current Fee
	Late Fee	Greater of \$1 or 10% of the bill
	Non-Payment	\$25.00
	Meter Re-Read	No Current Fee
	Meter Bench Test	No Current Fee
	Punitive	No Current Fee
	Sewer Lateral Installation	\$250 + deposit
	Sewer Lateral Inspection	No Current Fee

#### IV. APPLICATION FOR SERVICE

- (a) GENERAL APPLICATION - The consumer will fill out an application for service, in person, at the office of the System at the same time they make the necessary deposits as required. The signature of the designated water user indicates his/her agreement to accept responsibility for any indebtedness incurred for water and sewer use. However, if the designated water user terminates service with an outstanding bill in excess of the deposit, his/her signature above represents acceptance of responsibility for any outstanding balance and this balance must be paid before the applicant can obtain services at another location in the service area.
- (b) RENTER APPLICATION - Both Renter and property owner will fill out an application for service, in person, at the office of the System at the same time they make the necessary deposits as required. The property owner must provide proof of ownership of the property being rented. This may be done by providing a copy of a deed, property tax payment receipt or another utility bill addressed to the property owner at the property address. The signature of the designated water user indicates his/her agreement to accept responsibility for any indebtedness incurred for water and sewer use. If the renter moves with an outstanding bill in excess of the deposit, the System will begin a collection process in order to secure payment for those services from the renter. However, if the System is unable to collect payment from the renter, the property owner's signature on the renter's application represents acceptance of responsibility for any outstanding balance and this balance must be paid before the property can be rented to another individual.
- (c) DEPOSITS - Meter deposits will be required of all consumers when water and/or sewer service becomes available. The representative meter deposits are outlined in Section III of this document.

#### V. CHARGES FOR USERS AGREEING TO USE SERVICE

- (a) Each consumer applying for new service of the System shall pay a non-refundable Meter Installation Fee plus the applicable Meter Deposit as outlined in Section III of this document.

#### VI. MINIMUM CHARGE

- (a) The minimum charge, as provided in the rate schedule, shall be made for each connection subscribed for under provisions of Section V above, and shall be collected until consumer notifies System to remove or lock meter until service is desired.
- (b) Water and/or sewer furnished for a given lot shall be used on that lot only. Each consumer's service must be separately metered at a single delivery and metering point.
- (c) Bills are due on the 10<sup>th</sup> day of the month. Non-payment by the 10<sup>th</sup> day of the month will be subject to penalties outlined in Section III of this document. Non-

payment by the 24<sup>th</sup> day of the month result in additional fees and the termination of service or the customer being locked off for non-payment.

- (d) The System shall not under any condition furnish water or sewer free of charge to anyone except under legal certain provisions set forth by the Board and approved by the USDA, such as fire protection.

## VII. SYSTEM'S RESPONSIBILITY AND LIABILITY

- (a) The System shall run a service line from its distribution line to the property line where the distribution line exists, or is to be constructed, and runs immediately adjacent and parallel to the property to be served. No service charge, other than the Meter Installation Fee and representative Meter Deposit referred to in [Section V](#) above, will be made for a 5/8" or 3/4" meter. A proportionately greater charge will be made for a meter of larger dimension.
- (b) The System may make connections to service other properties not adjacent to its lines upon payment of reasonable costs for the extensions of its distribution lines as may be required to render such service.
- (c) The System may install its meter at or near the property line or, at the System's option, on the consumer's property within three feet of the property line.
- (d) The System reserves the right to refuse service unless the consumer's lines or piping are installed in such a manner as to prevent cross-connections or backflow.

## VIII. CONSUMER'S RESPONSIBILITY

- (a) Where meter or meter box is placed on the premises of a consumer, a suitable place shall be provided by the consumer therefore, unobstructed, and accessible at all times to the meter reader.
- (b) The consumer's piping and apparatus shall be installed and maintained by the consumer at the consumer's expense, in a safe and efficient manner and in accordance with the System's Rules and Regulations and in full compliance with the sanitary regulations of the Alabama Department of Environmental Management (ADEM).
- (c) Water and/or sewer service furnished by the System shall be used for consumption by the consumer, members of the household living in the same dwelling, and employees only. No multiple users from one meter will be tolerated.
- (d) The consumer shall not sell water and/or sewer service to any other person or permit any other person to use said water and/or sewer service. Water shall not be used for irrigation, fire protection or other purposes, except under certain legal provisions set forth by the board and approved by the USDA and when it does not interfere

with the regular domestic consumption and demand in the area served. Disregard for this rule shall be sufficient cause for refusal or discontinuance of service.

IX. ACCESS TO PREMISES

- (a) Duly authorized agents of the System shall have access, at all reasonable hours, to the premises of the consumer, for the purpose of installing or removing System property, inspecting piping, reading and testing meters, or for any other purpose in connection with the System service and facilities.
- (b) Extensions of the system shall be made only when the consumer shall grant or convey to the System, a permanent easement or right of way across any property traversed by the water and/or sewer lines.

X. CHANGE OF OCCUPANCY

- (a) Not less than 7 days' notice must be given in person or in writing, at the System office, to discontinue service or to change occupancy. A customer account with an outstanding balance due to the System shall not be transferred to another name of an individual, agency or business entity for the purpose of procuring water and/or sewer service for the same address without the outstanding balance due to the System being satisfied in full.
- (b) The Outgoing party shall be responsible for all water and/or sewer consumed up to the time of departure or the time specified for departure, whichever period is longer.

XI. METER READING – BILLING – COLLECTING

- (a) Meters will be read, and bills rendered monthly, but the System reserves the right to vary the date or length of period covered temporarily or permanently if necessary or desirable.
- (b) Bills for water and/or sewer will be figured in accordance with the System's water and/or sewer rate schedule and will be based on the amount of water and/or sewer consumed during the period covered by the water and/or sewer readings except where a consumer orders a turn-off less than one month after a turn-on. The minimum bill to such consumer for such period shall be equal to the minimum charge of both water and sewer if applicable of one full month's service.
- (c) Readings from different meters will not be combined for billing.
- (d) Bills shall be paid at such place specified by the System.
- (e) Bills are due by the 1<sup>st</sup>, delinquent on the 10<sup>th</sup> of the month and a penalty shall be added to all bills paid after the delinquency date as defined in Section III of this document.

- (f) Delinquent notices may be mailed to consumer on the first business day following the 10<sup>th</sup> of each month, but whether mailed or not, if payment is not made by the 24<sup>th</sup> of the month, service will likely be discontinued.
- (g) Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the consumer from payment.

## XII. SUSPENSION OF SERVICE

- (a) When services are discontinued, and all bills have been paid, the meter deposit will be refunded.
- (b) Upon discontinuance of service for nonpayment of bills, the meter deposit will be applied by the System toward settlement of the account. Any balance will be refunded to the consumer but if the meter deposit is not sufficient to cover the bill, the System may proceed to collect the balance in the usual way provided by law for collection of debts.
- (c) Service disconnected for nonpayment of bills will be resorted only after bills are paid in full, such meter deposits as may be required by the Board of Directors is made, and a reconnection fee as defined in Section III of this document paid for each meter reconnected.
- (d) When a service has been locked for non-payment, at a customer's request or other allowable reasons, the system has the right to remove the meter from the meter box 30 days following the meter lock date. If service is restored to said meter location, customer will be charged any delinquency on the account and for a new meter service.
- (e) When a service is locked for non-payment or at a customer's request and payment is then made (in full) on said service, the System will unlock or restore service to customer on or before the next business day at the time the payment was accepted at the office.
- (f) When it is identified that multiple users are connected to one meter, the Account Owner of the meter will be notified that a separation of meters must occur. If the Account Holder does not comply within 30 days, the meter of the Account Holder will be locked until the situation has been rectified.
- (g) The System reserves the right to discontinue service without notice for the following additional reasons:
  - 1) To prevent fraud or abuse
  - 2) Consumers willful disregard of the System's rules



- 3) Emergency repairs
  - 4) Insufficiency of supply due to circumstances beyond the System's control
  - 5) Legal processes
  - 6) Direction of public authorities
  - 7) Strike, riot, fire, flood, accidents, emergencies, Acts of God or any unavoidable cause
  - 8) Theft of Service (as defined in Section 13 A-8-23 of the Code of Alabama as last amended).
    - i. Neither the System nor its directors, employees or agents shall be liable to the customer for a determination that a theft of service has occurred so long as said determination is made in good faith by said directors, employees or agents.
  - 9) Should any person, firm or other entity be deemed by the Directors or any employee or agent of the System to have committed any act giving rise to a discontinuance of service under the provisions of Section XII (f) 1, 2, or 8, then in order to obtain service restoration there shall first be paid the System a Punitive Reconnection Fee as defined in Section III of this document, all delinquent charges and any additional costs incurred by the System.
- (h) The System may, in addition to prosecution by law, permanently refuse service to any consumer who tampers with a meter or other measuring device.

### XIII. COMPLAINTS – ADJUSTMENTS

- (a) If there is a problem with water service at your location or to report a water leak, call (334) 628-2011, or after-hours at (334) 628-2442. If the problem is past the meter no work shall be done on or to private property. The System shall maintain water service lines from the meter to the main line. The System's responsibility stops at the meter. If multiple calls are made with crews responding and at no fault of the System's services, service fees may be applied to customers next billing cycle. If problem is found on System's line, then no charges shall be applied.
- (b) If the consumer believes his/her bill to be in error, he/she shall present his/her claim, in person, at the office of the System before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in preventing discontinuance of service as heretofore provided. The consumer may pay such bill under protest and said payment shall not prejudice his claim. Complaints arising from a hardship that can be supported with documentation, such as, but not limited to the following: unemployment, disability, medical excuses will

be considered on a case-by-case basis and may qualify for repayment assistance relief.

- (c) The System will make a special meter reading at the request of the consumer for a fee defined in Section III of this document, however, if such special reading discloses that the meter was over-read, no charge will be made.
- (d) Meters will be tested at the request of the consumer upon payment in the amount defined in Section III of this document to the System.
- (e) If the seal of a meter is broken by any means, other than the System's representative or if the meter fails to register correctly or is stopped for any cause, the consumer shall pay an amount estimated from the record of his previous bills and/or from other proper data on file at the utility office.

ADOPTED this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

Witness:

Uniontown Waterworks & Sewer Board

\_\_\_\_\_

BY: \_\_\_\_\_  
Chairperson

\_\_\_\_\_

BY: \_\_\_\_\_  
Vice Chairperson

**From:** [P.C](#)  
**To:** [Robert White; cblack@uwwsb.com; Marilyn Miller \(b\) \(6\) @bellsouth.net; E Butler \(b\) \(6\) @yahoo.com;](#)  
[David Norton; Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** SUMMARY  
**Date:** Wednesday, August 12, 2020 11:12:10 AM  
**Attachments:** [SUMMARY OF AUGUST 11 CALL MEETING.docx](#)

---

Take a look at the Summary and let me know ASAP whether there are any corrections. If no corrections are recommended in the next 30 minutes, I will have Corey to post.

Prince Chestnut, Esq.  
Attorney for the Waterworks and  
Sewer Board of the City of Uniontown

**014847**

## **SUMMARY OF THE SPECIAL CALL MEETING AUGUST 11, 2020**

Chair called to order at 12:36 and all board members were present for the meeting by teleconference. The chairman asked that minutes from the most previous meeting be approved. Motion by Director Miller second by Director Sanders to approve the minutes from the previous meeting and all approved. Chairman Black asked whether there was any unfinished business.

1. THIRD PARTY MANAGEMENT was discussed where WMS Kathy Horne led the discussion. No action was taken. ARWA has individuals in the field who have identified 5 leaks, 2 of which have now been addressed. There are plans to address the other leaks as soon as possible. Payroll is being set up by WMS and equipment is being inventoried, Kathy Horne is working on getting new equipment.

2. FINANCIAL SOLVENCY was unable to be discussed with certitude because there are documents that WMS has not had an opportunity to view at this time.

3. TRANSITION OF EMPLOYEES AND MANAGEMENT TO MAINTAIN MINIMUM OPERATIONS is a work in progress as WMS has met with the employees and is making the transition as it gathers employee information and meets with the employees.

4. WASTEWATER TREATMENT SYSTEM there was discussion led by Rob White of ARWA as to the wastewater treatment system. Prince Chestnut, attorney for the board discussed some matters also and opened the floor to recognize Eva Dillard, attorney for Riverkeepers, and Commissioner Ben Eaton re Harvest Select and their concern of Harvest Select allegedly causing extreme overflow beyond capacity. White and Chestnut are going to have a mini-stakeholders' meeting as accurate information is gathered and come up with a basic presentation for the board to make an informed decision.

Ben Eaton asked (1) how can a citizen obtain a copy of the minutes, (2) what is the method to inform citizens of the time of a meeting or change in meeting times and place, and (3) with the new teleconference format, he was concerned whether citizens were being restricted from participating in the meeting. Attorney Chestnut responded that a citizen can obtain copies once the minutes are officially approved and then executed by the chairman and board secretary. The person will have to make a formal written request; (2) citizens may go to city hall to look on the door or bulletin where notice is posted; and (3) the new teleconference

5. OTHER BUSINESS OF THE BOARD NECESSARY TO PERFORM ESSENTIAL MINIMUM FUNCTIONS OF THE GOVERNMENTAL BODY. Chairman Black stated that a group from Atlanta wants to appear and present product information to the board concerning the wastewater collection system rehabilitation project. Chairman Black brought up a concern about postings at the board meeting and proposed that Corey Martin make postings. Vice Chair Banks made a motion to designate Corey Martin to post the notices for the board and second by Director Miller and all approved.

Vice Chair Banks asked about the building and it was determined that negotiations were ongoing. Chairman Black asked if there were any questions and there were none. Motion to adjourn by Vice Chair Banks, second by Director Miller and all approved at 1:14 pm.

**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** (b) (6) [@abcpa.com](#)  
**Subject:** Uniontown 2018 LOC.pdf  
**Date:** Friday, July 24, 2020 8:36:00 AM  
**Attachments:** [Uniontown 2018 LOC.pdf](#)

---

Tracy, here is the Letter of Conditions, it will answer most of your questions. I will be emailing you a copy of the PER separately.

Thanks,

*Allen Bowen*

Allen Bowen  
Community and Business Programs Director  
State Office, Rural Development  
United States Department of Agriculture  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457  
[www.rd.usda.gov/al](http://www.rd.usda.gov/al)

"Together, America Prospers"

USDA is an equal opportunity provider,  
employer, and lender.

**014850**





Rural Development

September 24, 2018

Camden Area Office

321 Depot Street  
Camden, AL 36726

Voice 334.682.4116  
Fax 855.840.7764

City of Uniontown  
Jamaal Hunter, Mayor  
100 Front Street  
Uniontown, AL 36786

**SUBJECT:** City of Uniontown  
Sewage Collection & Treatment Rehab 2018  
Wastewater Application  
Grant - \$23,437,500.00  
State of Alabama Funds - \$3,287,500.00  
CDBG/HUD - \$325,000.00  
DRA - \$4,200,000.00

Dear Mayor Hunter:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development, both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. If significant changes are made without obtaining such concurrence, the Agency may discontinue processing of the application.

All conditions set forth under Section III – Requirements Prior to Advertising for Bids must be met within 120 days of the date of this letter. If you have not met these conditions, the Agency reserves the right to discontinue the processing of your application.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please complete and return the following forms within 10 days:

Form RD 1942-46, "Letter of Intent to Meet Conditions"  
Form RD 1940-1, "Request for Obligation of Funds"  
RUS Bulletin 1780-12, "Water and Waste System Grant Agreement"

The grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is signed by the approving official. Thus, this letter in itself does not constitute loan and/or grant approval, nor does it ensure that funds are or will be available for the project. When funds are available, the Form 1940-1 will be provided to

you for your signature. After you sign and return the form to the Agency, the request will be processed and grant funds will be approved and obligated.

Extra copies of this letter are being provided for use by your engineer, attorney, bond counsel and accountant. All parties may access information and regulations referenced in this letter at our website located at [www.rd.usda.gov](http://www.rd.usda.gov).

The conditions are as follows:

## **SECTION I - PROJECT DETAIL**

### **1. Project Description** – Funds will be used for Sewage Collection & Treatment Rehab.

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER) as concurred with by the Agency.

### **2. Project Funding** – The Agency is offering the following funding for your project:

Agency Grant -	\$ 23,437,500.00
----------------	------------------

This offer is based upon the following additional funding being obtained.

[State of Alabama] -	\$ [3,287,500.00]
[CDBG/HUD] -	\$ [325,000.00]
[DRA] -	\$ [4,200,000.00]

TOTAL PROJECT COST - \$ [31,250.000.00]

This funding is offered based on the amounts stated above. Prior to loan closing, any increase in non-Agency funding will be applied first as a reduction to Agency grant funds, up to the total amount of the grant.

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. Prior to advertisement for construction bids, you must provide evidence of applicant contributions and approval of other funding sources. This evidence should include a copy of the commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

### **3. American Iron and Steel** – Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic

preference applies a new American Iron and Steel (AIS) requirement to obligations made after May 5th, 2017:

- (1) No Federal funds made available for this fiscal year for the rural water, waste water, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.
- (2) The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (3) The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the “Secretary”) or the designee of the Secretary finds that—
  - (a) applying the requirement would be inconsistent with the public interest;
  - (b) iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (c) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.”

Owners are ultimately responsible for compliance with AIS requirements and will be responsible for the following:

- (a) Signing loan resolutions, grant agreements and letters of intent to meet conditions which include AIS language, accepting AIS requirements in those documents and in the letter of conditions.
  - (b) Signing change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledging responsibility for compliance with American and Iron Steel requirements.
  - (c) Obtaining the certification letters from the consulting engineer upon substantial completion of the project and maintaining this documentation for the life of the loan.
  - (d) Where the owner provides their own engineering and/or construction services, providing copies of engineers’, contractors’, and manufacturers’ certification letters (as applicable) to the Agency to insert into the Agency file. All certification letters must be kept in the engineer’s project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 must be included in the Agreement for Engineering Services.
  - (e) Where the owner directly procures AIS products, including AIS clauses in the procurement contracts and obtaining manufacturers’ certification letters and providing copies to consulting engineers and contractors.
4. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

**Project Costs:****Total Budgeted:**

Administration/Legal	\$[10,000.00]
Development/ Construction	[25,424,000.00]
Contingency	[2,542,400.00]
Engineering Fees	[2,857,240.00]
Includes:	
Preliminary Engineering Report	[_____]
Environmental Report	[_____]
PreDevelopment	[263,500.00]
Design	[1,938,140.00]
Construction Administration (Inspection)	[559,300.00]
Additional	[96,300.00]
Equipment	[130,000.00]
Interest - Interim	[_____]
Interest - Agency	[_____]
Land and Rights-of-Way	[80,000.00]
Legal Fees - Local Attorney	[_____]
Legal Fees - Bond Counsel	[_____]
[Electrical Service]	[50,000.00]
[ALDOT Permit]	[80,000.00]
[ADEM Permit]	[12,650.00]
[Advertising]	[18,710.00]
[Railroad Fees]	[45,000.00]
 TOTAL PROJECT COST	 [31,250,000.00]

Obligated loan or grant funds not needed to complete the proposed project will be deobligated prior to start of construction. Any reduction will be applied to grant funds first. An amended letter of conditions will be issued for any changes to the total project budget.

**SECTION II –GRANT TERMS**

**5. Security** – Additional security requirements are contained in RUS Bulletin 1780-12, “Water and Waste System Grant Agreement,” and RUS Bulletin 1780-27, “Loan Resolution (Public Bodies).” A draft of all security instruments, including draft bond resolution, must be reviewed and concurred in by the Agency prior to advertising for bids. The bond resolution and Loan Resolution must be duly adopted and executed prior to loan closing. The Grant Agreement must be fully executed prior to the first disbursement of grant funds.

**6. Construction Completion Timeframe** - All projects must be completed and all funds disbursed within five years of obligation. If funds are not disbursed within five years of obligation, you must submit to the Agency a written request for extension of time with adequate

justification of circumstances beyond your control. Requests for waivers beyond the initial extension will be submitted to the Assistant Administrator for concurrence decision.

**7. Disbursement of Agency Funds** - Agency funds will be disbursed into the borrower's depository account through an electronic transfer system. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to advertising for bids.

Any applicant contribution will be the first funds expended, followed by other funding sources. Interim financing or Agency loan funds will be expended after all other funding sources unless a written agreement is reached with all other funding sources on how funds are to be disbursed prior to start of construction or loan closing, whichever occurs first. Interim financing funds or Agency loan funds must be used prior to the use of Agency grant funds. The Grant Agreement must not be closed and funds must not be disbursed prior to loan funds except as specified in RUS Instruction 1780.45(d). In the unlikely event the Agency mistakenly disburses funds, the funds will be remitted back to the Agency electronically.

Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200 and interest in excess of \$500 per year remitted to the Agency. The funds should be disbursed by the recipient immediately upon receipt and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

- a. The recipient receives less than \$120,000 in Federal awards per year.
- b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- d. A foreign government or banking system prohibits or precludes interest-bearing accounts.

**8. Reserves** – Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs, and assist with debt service should the need arise. The following reserves are required to be established as a condition of this loan:

- a. **Debt Service Reserve** – As a part of this Agency proposal, you must establish a debt service reserve fund equal to at least one annual loan installment of the existing loan, General Obligation Sewer Warrant Series 2013, that accumulates at the rate of 10% of one annual payment per year for ten years or until the balance is equal to one annual loan payment. Ten percent of the existing loan installment would equal \$ 991.17 per month; this amount should be deposited monthly until a total of \$ 118,938.00 has accumulated. Prior written concurrence from the Agency must be obtained before funds may be

withdrawn from this account during the life of the loan. When funds are withdrawn during the life of the loan, deposits will continue as designated above until the fully-funded amount is reached.

- b. Short-Lived Asset Reserve** – In addition to the debt service reserve fund, you must establish a short-lived asset reserve fund. Based on the preliminary engineering report, you must deposit at least \$7,987.00 into the short-lived asset reserve fund annually for the life of the loan to pay for repairs and/or replacement of major system assets. It is your responsibility to assess your facility's short-lived asset needs on a regular basis and adjust the amount deposited to meet those needs.

Current assets can also be used to establish and maintain reserves for expected expenses, including but not limited to operation and maintenance, deferred interest during the construction period, and an asset management program.

### **SECTION III – REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS**

**9. Environmental Requirements** – At the conclusion of the proposal's environmental review process, specific action(s) were determined necessary to avoid or minimize adverse environmental impacts. As outlined in the Environmental Report dated August 13, 2018, the following [action is / actions are] required for successful completion of the project and must be adhered to during project design and construction:

The project as proposed has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and or permits may apply or be required. If the project or any project element deviates from or is modified from the originally-approved project, additional environmental review may be required.

This project will be funded using the Programmatic Agreement among the U.S. Department of Agriculture Rural Development Programs, National Conference of State Historic Preservation Officers, Tribal Signatories, and The Advisory Council on historic Preservation for Sequencing Section 106 (NPA). The NPA requires the following conditions be applicable to this obligation:

- a.** No federal funds for construction will be released prior to completion of Section 106 review.
- b.** Agency may de-obligate funding and withdraw awards for an undertaking until completion of the Section 106 review.
- c.** You must initiate Section 106 no later than ninety (90) business days after the announcement of their obligation if they have not done so already; and to notify the appropriate RD agency that Section 106 has been initiated in accordance with 36 CFR Part 800.2(c)(4), and 7 CFR Part 1970.5(b)(2) of the regulations, "Environmental Policies and Procedures" (7 CFR Part 1970).
- d.** You must submit Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 (d)), as amended in 1998 (508 compliant) hard copy or electronic Section 106 documentation to SHPOs, THPOs, Indian tribes, and NHOs based on the preference of the receiving party.



**10. Engineering Services** – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, “Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance,” or other approved form of agreement. The Agency will provide concurrence prior to advertising for bids, and must approve any modifications to this agreement.

**11. Contract Documents, Final Plans, and Specifications**

- a. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.
- b. The contract documents, final plans, and specifications must comply with RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, and must be submitted to the Agency for concurrence prior to advertising for bids along with an updated cost estimate. The Agency may require another updated cost estimate if a significant amount of time elapses between the original submission and advertising for bids.
- c. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.

**12. Legal Services** – You have been required to execute a legal services agreement with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a “not to exceed” amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, “Legal Services Agreement,” or similar format may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

**13. Property Rights** - Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

- a. **Right-of-Way Map** – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
- b. **Form RD 442-20, “Right-of-Way Easement”** – This form may be used to obtain any necessary easements for the proposed project.
- c. **Form RD 442-21, “Right-of-Way Certificate”** – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.

- d. **Form RD 442-22, “Opinion of Counsel Relative to Rights-of-Way”** – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.
- #e. **Preliminary Title Work (Title Opinion)** – When applicable, your attorney will provide a preliminary title opinion for any property related to the facility, currently owned and to be acquired, along with copies of deeds, contracts or options for purchasing said property. Form RD 1927-9, “Preliminary Title Opinion,” may be used.
- #e. **Preliminary Title Work – (Title Insurance)** – When applicable, a title insurance binder will be required on all real estate related to the facility now owned and property to be acquired in connection with this project. The policy should name the United States of America, acting through the United States Department of Agriculture, as the proposed insured.

The approving official may waive title defects or restrictions, such as utility easements, that do not adversely affect the suitability, successful operation, security value, or transferability of the facility. Any such waivers must be provided by the approving official in writing prior to closing or the start of construction, whichever occurs first.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser or Agency employee in order to validate the price to be paid.

**14. System Policies, Procedures, Contracts, and Agreements** – The facility must be operated on a sound business plan. You must adopt policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.

- a. **Conflict of Interest Policy** – Prior to obligation of funds, you must certify in writing that your organization has in place an up-to-date written policy on conflict of interest. The policy will include, at a minimum: (1) a requirement for those with a conflict or potential conflict to disclose the conflict/potential conflict; (2) a clause that prohibits interested members of the applicant’s governing body from voting on any matter in which there is a conflict, and (3) a description of the specific process by which the governing body will manage identified or potential conflicts.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant’s official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, <https://www.councilofnonprofits.org/tools-resources/conflict-of-interest>, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at <http://www.irs.gov/pub/irs-pdf/i1023.pdf>. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired. Grantee must obtain prior written concurrence from USDA on all contractual agreements.

- b. Sewage Treatment Contract** – Any proposals to purchase sewage treatment services must be evidenced by a sewage treatment contract. A draft of the proposed contract must be submitted to the Agency for review and concurrence prior to advertising for bids. The draft contract must meet the requirements of RUS Instruction 1780.62.
- c. Sewer User Agreement** – Projects not involving mandatory connection require users to execute a Sewer Users Agreement. The draft agreement must receive RD concurrence prior to advertising for bids. RUS Bulletin 1780-9, "Water Users Agreement," or similar format may be used.
- d. Contracts for Other Services/Lease Agreement** – Drafts of any contracts or other forms of agreements for other services, including audit, management, operation, and maintenance, or lease agreements covering real property essential to the successful operation of the facility, must be submitted to the Agency for review and concurrence prior to advertising for bids.
- e. Establishment of a Utilities Board** - City of Uniontown must establish a Utilities Board for the operations of the Water and Sewer System. Provide a copy of proposed Articles of Incorporation and By-Laws for Agency review and concurrence.
- f. Mandatory Ordinance for Hook-ups** - Implementation of a mandatory ordinance for hook-ups on water and sewer within city's jurisdiction. This ordinance must be enforced by the city and the newly formed Utilities Board.
- g. On-site Management** - Applicant must advertise for on-site management ( day to day management) on a contractual basis. All contracts must be reviewed and concurred by USDA Rural Development prior to acceptance by the Utilities Board.
- h. Annual Mandatory Training** - All Board members must comply with the Annual Mandatory Training requirement in order to remain a viable board member.
- i. Other agreements** with governments or other entities regarding joint operation of facilities, granting authority to Agency borrower for providing service within another entity's service area, etc. The draft agreement must receive Agency concurrence prior to advertising for bids.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements must be submitted prior to loan closing, with the exception of the conflict of interest policy, which must be in place prior to obligation of funds.

**15. Closing Instructions** – The Agency will prepare closing instructions as soon as the requirements of the previous paragraphs are complete, as well as a draft of the security instrument(s). Closing instructions must be obtained prior to advertising for bids.

**16. Construction Account** – You must establish a construction account for all funds related to the project. Construction funds will be deposited with an acceptable financial institution or depository that meets the requirements of 31 CFR Part 202. A separate account will not be required for Federal funds and other funds; however, the recipient must be able to separately identify, report, and account for all Federal funds, including the receipt, obligation and expenditure of funds. Financial institutions or depositories accepting deposits of public funds and providing other financial agency services to the Federal Government are required to pledge adequate, acceptable securities as collateral, in accordance with 31 CFR Part 202. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the construction account at any one time. Your financial institution can provide additional guidance on collateral pledge requirements.

Agency funds will be disbursed into the borrower's depository account through an electronic transfer system. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to advertising for bids.

**17. System Users** – This letter of conditions is based upon your indication at application that there will be at least [787] residential users, [32] non-residential users on the system when construction is completed.

Before the Agency can agree to the project being advertised for construction bids, you must certify that the number of users indicated at application are currently using the system or signed up to use the system once it is operational.

If the actual number of existing and/or proposed users that have signed up for service is less than the number indicated at the time of application, you must provide the Agency with a written plan on how you will obtain the necessary revenue to adequately cash flow the expected operation, maintenance, debt service, and reserve requirements of the proposed project (e.g., increase user rates, sign up an adequate number of other users, reduce project scope, etc.). Similar action is required if there is cause to modify the anticipated flows or volumes presented following approval.

If you are relying on mandatory connection requirements, you must provide evidence of the authorizing ordinance or statute along with your user certification.

- a. **Sewer User Agreements** – Users will be required to execute a Sewer Users Agreement prior to advertising for construction bids. The amount of cash contributions required will be set by you and concurred with by the Agency. Contributions should be an amount high enough to indicate sincere interest on the part of the potential user, but not so high as to preclude service to low income families, and have a deadline for the contribution to be used or forfeited. RUS Bulletin 1780-9, "Water Users Agreement," or similar agreement may be used.
- b. **Service Declination Statement** – Each potential user who is located along planned lines and declines the offered service will be provided an opportunity to sign a "Service Declination Statement."

**18. Other Funding** – Prior to advertising for bids, you must provide evidence of applicant contributions and approval of other funding sources. This evidence should include a copy of the commitment letter from each source.

**19. Proposed Operating Budget** – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance (O&M), debt service, and reserves. Prior to advertising for bids, you must submit a proposed annual operating budget to the Agency which supports the operation, maintenance, debt service, and reserves, as well as your proposed rate schedule. The operating budget should be based on a typical year cash flow after completion of the construction phase and should be signed by the appropriate official of your organization. Form RD 442-7, "Operating Budget," or similar format may be utilized for this purpose. It is expected that O&M will change over each successive year and user rates will need to be adjusted on a regular basis.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested please contact our office for information.

**20. Permits** – The owner or responsible party will be required to obtain all applicable permits for the project, prior to advertising for bids. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.

**21. Vulnerability Assessment/Emergency Response Plan (VA/ERP)** – The Agency requires all financed water and wastewater systems to have a VA/ERP in place. Borrowers with existing systems must provide a certification that a VA/ERP has been completed prior to advertising for bids. The VA/ERP documents themselves are not submitted to the Agency. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

For new systems, see Section V of this letter of conditions. For VA/ERP requirements throughout the life of the loan, see Section VII. Technical assistance at no cost is available in preparing these documents.

**22. Bid Authorization** - Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

#### **SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION**

**23. Bid Tabulation** – Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer's evaluation of bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

- a. Cost Overruns. If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds. Cost overruns exceeding 20% of the development cost at time of loan or grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.
- b. Excess Funds. If bids are lower than anticipated at time of obligation, excess funds must be deobligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original PER for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the PER, ER, and letter of conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be deobligated, with grant funds being deobligated first. Excess funds do not include contingency funds as described in this letter.

**24. Contract Review** – Your attorney will certify that the executed contract documents, including performance and payment, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with RUS Instruction 1780.61(b).

Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for its concurrence. The Notice to Proceed cannot be issued until the Agency has concurred with the construction contracts.

**25. Final Rights-of-Way** – If any of the rights-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed. For projects involving the acquisition of land, you must provide evidence that you have clear title to the land prior to the issuance of the Notice to Proceed.

**Final Title Work** - Your attorney must furnish a separate final title opinion on all existing real property related to the facility, now owned and to be acquired for this project, as of the day of loan closing or start of construction, whichever occurs first. Form RD 1927-10, "Final Title Opinion" may be used.

**Final Title Work** - Immediately after closing or prior to the start of construction, whichever comes first, a Title Insurance Policy must be provided for all existing real property related to the facility, now owned and to be acquired for this project.



**26. Insurance and Bonding Requirements** - Prior to the start of construction or loan closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of insurance and bond coverage for the borrower shown below. The use of deductibles may be allowed, providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained.

- a. **General Liability Insurance** – Include vehicular coverage.
- b. **Workers' Compensation** – In accordance with appropriate State laws.
- c. **Fidelity or Employee Dishonesty Bonds** – Include coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through blanket coverage providing protection for all appropriate workers. During construction, each position should be bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The coverage may be increased during construction based on the anticipated monthly advances. After construction and throughout the life of the loan, the amount of coverage must be for at least the total annual debt service of all outstanding Agency loans. The Agency will be identified in the fidelity bond for receipt of notices. Form RD 440-24, "Position Fidelity Schedule Bond," or similar format may be used.
- d. **National Flood Insurance** - If the project involves acquisition or construction in designated special flood or mudslide prone areas, you must purchase a flood insurance policy at the time of loan closing.
- e. **Real Property Insurance** – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. The Agency will be listed as mortgagee on the policy when the Agency has a lien on the property. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

Insurance types described above are required to be continued throughout the life of the loan. See Section VII.

**27. Form AD-3031** – You are required to complete and submit Form AD-3031 "Assurance Regarding Felony Convictions or Tax Delinquent Status for Corporate Applicants."

**28. Initial Compliance Review** – The Agency will conduct an initial compliance review of the borrower prior to loan closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E.

## **SECTION V – REQUIREMENTS PRIOR TO LOAN CLOSING**

**29. Vulnerability Assessment/Emergency Response Plan (VA/ERP)** – The Agency requires all financed water and wastewater systems to have a VA/ERP in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operation, and a certification that a VA is complete must be submitted within one year of the start of operation. Borrowers with existing systems must provide a certification that a VA and ERP are completed prior to authorization to advertise for bids. The VA/ERP documents are not submitted to the Agency. Technical assistance is available in preparing these documents at no cost to you. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

**30. Other Requirements** – All requirements contained in the Agency’s closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.

- a. **System for Award Management**. You will be required to maintain a Dun and Bradstreet Data Universal Numbering System (DUNS) number and maintain an active registration in the System for Award Management (SAM) database. Renewal can be done on-line at: <http://sam.gov>. This registration must be renewed and revalidated every twelve (12) months for as long as there are Agency funds to be expended. See Appendix A.

To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the “Help” section at <http://sam.gov>).

- b. **Litigation**. You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.
- c. **Certified Operator**. Evidence must be provided that your system has or will have, as defined by applicable State or Federal requirements, a certified operator available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

## **SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION**

**31. Resident Inspector(s)** – Full-time inspection is required unless you request an exception. Such requests must be made in writing and the Agency must concur with the request. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the

pre-construction conference. The resident inspector(s) must attend the pre-construction conference.

**32. Preconstruction Conference** – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.

**33. Inspections** - The Agency requires a pre-construction conference, pre-final and final inspections, and a warranty inspection. Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the one-year warranty period to address and/or resolve any warranty issues. The Agency will conduct an inspection with you of your records management system at the same time, and will continue to inspect the facility and your records system every three years for the life of the loan. See Section VII of this letter.

**34. Change Orders** – Prior Agency concurrence is required for all Change Orders.

**35. Payments** – Prior Agency concurrence is required for all Invoices and Partial Payment Estimates before Agency funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service provider prior to Agency concurrence. Invoices not related to a construction contract or service agreement will include the owner's written concurrence.

**36. Use of Remaining Funds** – Applicant contribution and connection or tap fees will be the first funds expended in the project, followed by non-Agency sources of funds. Remaining funds may be considered in direct proportion to the amounts obtained from each source and handled as follows:

- a. Remaining funds may be used for eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan and grant remains the same.
- b. Grant funds not expended for authorized purposes will be cancelled (de-obligated) within 90 days of final completion of project. Prior to actual cancellation, you and your attorney and engineer will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.

**37. Technical, Managerial and Financial Capacity** - It is required that members of the Board of Directors, City Council members, trustees, commissioners and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the particular individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for information.

### **38. Reporting Requirements Related to Expenditure of Funds**

- a. **Financial Audit**– An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 9 months of your fiscal year end.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy to the Agency prior to the advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

- b. **Reporting Subawards and Executive Compensation** – You as a recipient of Federal funds and your first-tier contractors are required by 2 CFR Part 170 to report disbursements to subrecipients in accordance with Appendix B of this letter and [www.fsrs.gov](http://www.fsrs.gov). Your Agency processing office can provide more information.

## **SECTION VII – SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN**

39. **Security/Operational Inspections** – The Agency will inspect the facility and conduct a review of your operations and records management system and conflict of interest policy every three years for the life of the loan. You must participate in these inspections and provide the required information.

40. **Annual Financial Reporting/Audit Requirements** – You are required to submit an annual financial report at the end of each fiscal year. The annual report will be certified by the appropriate organization official, and will consist of financial information and a rate schedule. Financial statements must be prepared on the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP), and must include at a minimum a balance sheet and income and expense statement. The annual report will include separate reporting for each water and waste disposal facility, and itemize cash accounts by type (debt service, short-lived assets, etc.) under each facility. All records, books and supporting material are to be retained for three years after the issuance of the annual report. Technical assistance is available at no cost with preparing financial reports.

The type of financial information that must be submitted is specified below:

- a. Audits** – An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. It is not intended that audits required by this part be separate and apart from audits performed in accordance with State and local laws. To the extent feasible, the audit work should be done in conjunction with those audits. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 9 months of your fiscal year end.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy to the Agency prior to the advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit or financial statements to be completed, the time frame in which the audit or financial statements will be completed, what type of reports will be generated from the services provided, and how irregularities will be reported.

- b. Financial Statements** – If you expend less than \$750,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit which include at a minimum a balance sheet and an income and expense statement. You may use Form RD 442-2, “Statement of Budget, Income and Equity,” and 442-3, “Balance Sheet,” or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.
- c. Quarterly Reports** – Quarterly Income and Expense Statements will be required until the processing office waives this requirement. You may use Form RD 442-2 or similar format to provide this information, and the reports are to be signed by the appropriate borrower official and submitted within 30 days of each quarter’s end. The Agency will notify you in writing when the quarterly reports are no longer required.

**41. Annual Budget and Projected Cash Flow** - Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to this office. With the submission of the annual budget, you will be required to provide a current rate schedule, and a current listing of the Board or Council members and their terms. The budget must be signed by the appropriate borrower official. Form RD 442-2 or similar format may be used.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system, as well as completing the annual budget. If you are interested, please contact our office for information.

**42. Vulnerability Assessment/Emergency Response Plan (VA/ERP)** – You will be required to submit a certification to the servicing office every three years that the VA/ERP is current and covers all sites related to the facility. The documents themselves are not submitted to the Agency. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

**43. Insurance**. You will be required to maintain insurance on the facility and employees as previously described in this letter for the life of the loan.

**44. Statutory and National Policy Requirements** – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

- a. Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.
- b. Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
- c. The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
- d. Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- e. Limited English Proficiency (LEP) under Executive Order 13166** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled, “Improving



Access to Services by Persons with Limited English Proficiency” and further affirmed in the USDA Departmental Regulation 4330-005, “Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA.”

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during regular compliance reviews.

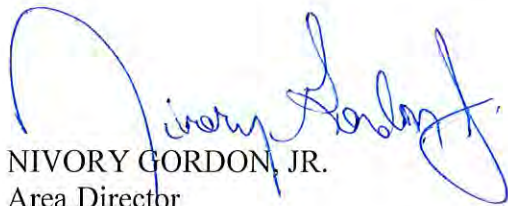
**45. Compliance Reviews and Data Collection** – The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter. If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

## **SECTION VIII – REMEDIES FOR NON-COMPLIANCE**

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of 7 CFR 1782 and other applicable regulations, statutes, and policies.

We look forward to working with you to complete this project. If you have any questions, please contact Allen Bowen, Program Director at 334-279-3617 or by e-mail at [allen.bowen@al.usda.gov](mailto:allen.bowen@al.usda.gov).

Sincerely,



NIVORY GORDON, JR.  
Area Director

Attachments

cc: Community Programs Director  
Accountant  
Attorney  
Bond Counsel

Engineer

ACRONYMS:

ABA - Architectural Barriers Act  
ACH – Automated Clearing House  
AD – Agriculture Department  
ADA – Age Discrimination Act  
CFDA – Catalog of Federal Domestic Assistance  
CFR – Code of Federal Regulations  
CPAP – Commercial Programs Application Processing  
DUNS – Dun and Bradstreet Data Universal Numbering System  
EJCDC – Engineers Joint Contract Documents Committee  
ERP – Emergency Response Plan  
GAAP – Generally Accepted Accounting Principles  
LEP – Limited English Proficiency  
OC – Owner Construction  
OPS – Owner-Performed Services  
O&M – Operation and Maintenance  
PER – Preliminary Engineering Report  
RD – Rural Development  
RUS – Rural Utilities Service  
SAM – System for Award Management  
SF – Standard Form  
UCC – Uniform Commercial Code  
USC – United States Code  
USDA – United States Department of Agriculture  
VA – Vulnerability Assessment

FORMS and BULLETINS:

Form AD-3031 "Assurance Regarding Felony Convictions or Tax Delinquent Status for Corporate Applicants" – Item 29

Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy" - Item 15

Form RD 440-22, "Promissory Note" – Item 5

Form RD 440-24, "Position Fidelity Schedule Bond" – Item 28

Form RD 442-2, "Statement of Budget, Income and Equity" – Items 44 and 45

Form RD 442-3, "Balance Sheet" – Item 44

Form RD 442-7, "Operating Budget" – Item 21

Form RD 442-20, "Right-of-Way Easement" – Item 14

Form RD 442-21, "Right-of-Way Certificate" – Item 14

Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way" – Item 14

Form RD 1927-9, "Preliminary Title Opinion" – Item 14

Form RD 1927-10, "Final Title Opinion" – Item 27

Form RD 1940-1, "Request for Obligation of Funds" – Pages 1 and 2

Form RD 1942-8, "Resolution of Members or Stockholders" – Item 5

Form RD 1942-46, "Letter of Intent to Meet Conditions" – Page 1

Form RD 3550-28, "Authorization Agreement for Preauthorized Payments" – Items 6 and 30

Form UCC-1, "Financing Statement" – Item 5

Form UCC-1Ad, "UCC Financing Statement Addendum" – Item 5

SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form" – Items 8 and 18

RUS Bulletin 1780-7, "Legal Services Agreement" – Item 13

RUS Bulletin 1780-9, "Water Users Agreement" - Items 15 and 19

RUS Bulletin 1780-12, "Water and Waste System Grant Agreement" – Page 1 and Item 5

RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste

Projects with RUS Financial Assistance" – Items 11 and 12

RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)" – Item 5

RUS Bulletin 1780-28, "Loan Resolution Security Agreement" – Item 5

*[The following two appendices are included as required by 2 CFR Parts 25 and 170 and apply to all direct and guaranteed loans and grants]*

## *Appendix A*

### *2 CFR Part 25*

## **SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS**

### *A. Requirement for System for Award Management*

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another appendix.

### *B. Requirement for unique entity identifier*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this appendix) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

### *C. Definitions*

For purposes of this appendix:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this appendix, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
  - a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.

[75 FR 55673, Sept. 14, 2010, as amended at 79 FR 75879, Dec. 19, 2014; 80 FR 54407, Sept. 10, 2015]

**Appendix B**  
**2 CFR Part 170**

**Reporting Subawards and Executive Compensation**

**a. Reporting of first-tier subawards.**

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this appendix, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this appendix).
2. **Where and when to report.**
  - i. You must report each obligating action described in paragraph a.1. of this appendix to <http://www.fsrs.gov>.
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action listed in the submission instructions posted at <http://www.fsrs.gov>.

**b. Reporting Total Compensation of Recipient Executives.**

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - i. the total Federal funding authorized to date under this award is \$25,000 or more;
  - ii. in the preceding fiscal year, you received—
    - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and



- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- 2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this appendix:
    - i. As part of your registration profile at <https://www.sam.gov>.
    - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of Total Compensation of Subrecipient Executives.
- 1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this appendix, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
    - i. in the subrecipient's preceding fiscal year, the subrecipient received—
      - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  - 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this appendix:
    - i. To the recipient.
    - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month

of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this appendix:

1. Entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax-qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

[75 FR 55669, Sept. 14, 2010, as amended at 79 FR 75879, Dec. 19, 2014]

## **TABLE OF CONTENTS**

### **SECTION I - PROJECT DETAIL**

1. Project Description
2. Project Funding
3. Project Budget

### **SECTION II – LOAN AND GRANT TERMS**

4. Repayment
5. Security
6. Electronic Payments
7. Construction Completion Timeframe
8. Disbursement of Agency Funds
9. Reserves

### **SECTION III –REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS**

10. Environmental Requirements
11. Engineering Services
12. Contract Documents, Final Plans and Specifications
13. Legal Services
14. Property Rights
15. System Policies, Procedures, Contracts, and Agreements
16. Closing Instructions
17. Interim Financing
18. Construction Account
19. System Users
20. Other Funding
21. Proposed Operating Budget
22. Permits
23. Vulnerability Assessment/Emergency Response Plan (VA/ERP)
24. Bid Authorization

### **SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION**

25. Bid Tabulation
26. Contract Review
27. Final Rights-of-Way
28. Insurance and Bonding Requirements
29. Form AD-3031
30. Initial Compliance Review

## **SECTION V – REQUIREMENTS PRIOR TO LOAN CLOSING**

- 31. Vulnerability Assessment/Emergency Response Plan (VA/ERP)
- 32. Other Requirements

## **SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION**

- 33. Resident Inspector(s)
- 34. Preconstruction Conference
- 35. Inspections
- 36. Change Orders
- 37. Payments
- 38. Use of Remaining Funds
- 39. Technical, Managerial and Financial Capacity
- 40. Reporting Requirements Related to Expenditure of Funds

## **SECTION VII – SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN**

- 41. Prepayment and Extra Payments
- 42. Graduation
- 43. Security/Operational Inspections
- 44. Annual Financial Reporting/Audit Requirements
- 45. Annual Budget and Projected Cash Flow
- 46. Vulnerability Assessment/Emergency Response Plan (VA/ERP)
- 47. Insurance
- 48. Statutory and National Policy Requirements
- 49. Compliance Reviews and Data Collection

## **SECTION VIII – REMEDIES FOR NON-COMPLIANCE**

**Acronyms**

**Forms and Bulletins**

**Appendix A - System for Award Management and Universal Identifier Requirements**

**Appendix B – Reporting Subawards and Executive Compensation**

**Table of Contents**

**Topical Cross-Reference**

## TOPICAL CROSS-REFERENCE

<u>Keyword</u>	<u>Item Number</u>	<u>Section</u>
Age Discrimination Act	48	VII
Agreement, Engineering	11	III
Agreement, Lease	15	III
Agreement, Legal Services	13	III
Agreement, Other	15	III
Agreement, Parity / Intercreditor	5	II
Agreement, Parity / Intercreditor	15	III
Agreement, Water / Sewer User	15	III
Americans with Disabilities Act	48, 49	VII
Annual Operating Budget and Projected Cash Flow	45	VII
Annual Financial Reporting/Audit Requirements	44	VII
Audit (Construction)	40	VI
Audit (Servicing)	44	VII
Bid Authorization	24	III
Bid Tabulation	25	IV
Bond, Fidelity	28	IV
Bond, Fidelity	47	VII
Bond, Revenue and General Obligation	5	II
Budget and Projected Cash Flow, Annual Operating (Servicing)	45	VII
Budget, Project	3	I
Budget, Proposed Operating (Prior to Bid)	21	III
Certified Operator	32	V
Change Order	36	VI
Civil Rights Act of 1964	48	VII
Closing Instructions	16	III
Compliance Review (Initial)	30	IV
Compliance Review (Servicing)	48, 49	VII
Conflict of Interest	15	III
Conflict of Interest	43	VII
Construction Account	18	III
Construction Completion Timeframe	7	II
Contract Documents	12	III
Contract Documents	26	IV
Contract Review	26	IV
Contract - Water Purchase / Sewage Treatment	15	III
Contracts for Other Services	15	III
Cost Overruns	25	IV
Data Collection	49	VII
Debt Service Reserve	9	II
Disbursement of Agency Funds	5, 7, 8	II
Disbursement of Agency Funds	17, 18	III
Disbursement of Agency Funds	40	VI

Disbursement of Agency Funds	Appendix B	NA
Electronic Payments	4, 6	II
Electronic Payments	17, 18	III
Electronic Payments	30	V
English Proficiency, Limited	48	VII
Engineering Agreement	11	III
Engineering Fees	3	II
Engineering Services	11	III
Environmental Requirements	10	III
Excess Funds	25	IV
Extra Payments	38	VI
Extra Payments	41	VII
Felony Convictions or Tax Delinquent Status for Corporate Applicants, Assurance Regarding (Form AD-3031)	29	IV
Final Plans	12	III
Final Plans	22	III
Final Title Work (Rights-of-Way)	27	IV
Financial Statements	44	VII
Financial Statements	Appendix B	NA
Financing Statement	5	II
Graduation (Refinancing)	5	II
Graduation (Refinancing)	42	VII
Inspections (Construction)	35	VI
Inspections (Security/Operational)	43, 49	VII
Inspector, Resident	33	IV
Insurance and Bonding Requirements (Project)	28	IV
Insurance (Servicing)	47	VII
Insurance (Servicing)	Appendix B	NA
Insurance, Title	14	III
Insurance, Title	27	IV
Intercreditor Agreement	5	II
Intercreditor Agreement	15	III
Interest	3	I
Interest Rate	4	II
Interest Rate	17	III
Interim Financing	3	I
Interim Financing	8	II
Interim Financing	17	III
Interim Financing	30	V
Interim Financing	38, 40	VI
Interim Financing	44	VII
Lease Agreement	15	III
Legal Services	13	III
Limited English Proficiency	48	VII
Litigation	32	V
Loan Term	4	II
Non-Compliance	NA	VIII
Operating Budget, Proposed (Prior to Bid)	21	III
Operator, Certified	32	V
Other Funding	SUBJECT	NA



	LINE	
Other Funding	2	I
Other Funding	8	II
Other Funding	20	III
Parity / Intercreditor Agreement	5	II
Parity / Intercreditor Agreement	15	III
Payments	4, 6	II
Payments	30	V
Payments	37	VI
Payments	41	VII
Payments	Appendix B	NA
Permits	10	II
Permits	22	III
Plans, Final	12	III
Plans, Final	22	III
Positive Program to Encourage Connections	19	III
Preconstruction Conference	34	VI
Preliminary Engineering Report	1	I
Preliminary Engineering Report	3, 9	II
Preliminary Engineering Report	25	IV
Preliminary Title Work (Rights-of-Way)	14	III
Prepayment	41	VII
Project Budget	3	I
Project Description	1	I
Project Funding	2	I
Property Rights	14	III
Refinancing (Graduation)	5	II
Refinancing (Graduation)	42	VII
Repayment	4	II
Rehabilitation Act of 1973	48	VII
Remaining Funds, Use of	38	VI
Remedies for Non-Compliance	NA	VIII
Reporting Subawards and Executive Compensation	Appendix B	NA
Reserves	9	II
Reserves	19, 21	III
Resident Inspector	34	VI
Rights-of-Way, Final	27	IV
Rights-of-Way, Preliminary	14	III
Quarterly Reports	44	VII
Security	5	II
Security/Operational Inspections	43, 49	VII
Service Declination Statement	19	III
Sewage Treatment Contract	15	III
Short-Lived Assets Reserve	9	II
Specifications	12, 22	III
Statutory and National Policy Requirements	48	VII
System for Award Management	33	V
System for Award Management	Appendix A	NA
System Policies, Procedures, Contracts, and Agreements	15	III
Technical Assistance	15	III

Technical Assistance	21	III
Technical Assistance	23	III
Technical Assistance	31	V
Technical Assistance	39	VI
Technical Assistance	44, 45	VII
Technical, Managerial and Financial Capacity	39	VI
Title Work, Preliminary	14	III
Title Work, Final	27	IV
Universal Identifier	Appendix A	NA
User Agreement, Water / Sewer	15	III
Users, System	19	III
Vulnerability Assessment/Emergency Response Plan	23	III
Vulnerability Assessment/Emergency Response Plan	31	V
Vulnerability Assessment/Emergency Response Plan	46	VII
Water Purchase Contract	15	III