

### 3.5.2 Environmental Consequences

N/A

### 3.5.3 Mitigation

N/A

## 3.6 Water Quality Issues:

### 3.6.1 Affected Environment

This project does affect the water quality of the area. It increases the water quality by sealing the leaking sewer system. Soil erosion during construction could cause problems.

### 3.6.2 Environmental Consequences

The construction of the system could cause soil erosion problems during pipe, pump station installations.

### 3.6.3 Mitigation

The implementation of proper BMP's will be done to prevent erosion problems.

## 3.7 Coastal Resources:

### 3.7.1 Affected Environment

None

### 3.7.2 Environmental Consequences

None

### 3.7.3 Mitigation

N/A

## 3.8 Social-Economic/Environmental Justice Issues:

### 3.8.1 Affected Environment

The City of Uniontown is located in the southwest corner of Perry County in the heart of Alabama's black belt. Perry County is one the six poorest counties in the State of Alabama and is one of the poorest counties in the United States. This area's population is 90.6% African American from the 2010 Census Bureau demographics. The percent of individuals below the poverty level is 47.2%. The unemployment rate is 20.5%. Median household income is \$15,054.00. This is 50.68% of the national average.

The City of Uniontown does not have the financial ability to repair sewer lines and their WWTP without Grant funds. This work must be done or the health dangers will continue. The circuit court order to cease unpermitted discharges of



effluent must be adhered to or the city will be faced with stopping the sale of water to Uniontown residences.

### 3.8.2 Environmental Consequences

If Grant Funds are not extended to the City of Uniontown and these low-income families, they will continue to have the ever-present health problems from the lack properly treated sewage. Also their sewer fees would be astronomical plus the potential health risks become more and more critical from water born diseases. The consequences from consuming the contaminated water in this area are illness or possibly death.

### 3.8.3 Mitigation

To mitigate these social and health issues of these persons, their sewage must be sent to the public sewer system. The public sewer system must be able to meet current regulatory requirements. The sewer lines, Manholes and pump stations must be repaired.

## 3.9 Miscellaneous Issues:

### 3.9.1 Air Quality

Air quality data does not exist for the project area. However, being rural in nature with minimal industries, the air quality should be very good. The project will not create any air emissions or odors, except those normally associated with construction equipment. Those emissions and odors will be temporary and will cease at the end of construction. The area is very conducive to dispersal of air emissions. Dust will likely occur; but will be minimized during grading or cleaning the roadways by the use of water trucks as necessary.

### 3.9.2 Noise

Noise levels in the project area may be somewhat increased during construction. That noise will be that normally associated with construction equipment and workmen. This noise will be temporary and will subside at the end of construction. The area is conducive to noise dispersal as it is sparsely populated.

### 3.9.3 Transportation

A network of paved and unpaved county and state highways serves the project area. County roads are generally of the "farm to market" type but are suitable for present and projected traffic volumes. The major transportation artery in the area are the Perry County Roads 53 and 65, also the US highway 80. Rail service is not available within the project area. There is an airport service for either private or small commercial type aircraft, but it is 2 miles from the work areas. This project will not have any effect on existing transportation modes or volumes in the project area. Traffic control will be in conformance with Alabama Department of Transportation's Manual on Uniform Traffic Control. Permits will be required from the Perry County Highway Department and ALDOT when crossing highways. The project will be designed for minimum impact on existing roads in the area. The contractor for the



project will be required to post suitable bonds with the County Highway officials since all of the pipe work is located inside of the existing Right-of-Ways. They will be required to insure proper cleanup and repairs of disturbed areas.

#### **IV SUMMARY OF MITIGATION**

The project will be designed to have the least impact possible on the surrounding environment. The following mitigation measures will be taken during construction:

- i. Ensure all work performed is within previously disturbed Right-of-Ways and existing WWTP
- ii. Require contractor to use BMP plans and devices to control all erosion and siltation.
- iii. Require contractor to maintain erosion and siltation controls during construction. BMP's will be implemented.
- iv. Require all excess materials to be removed and properly confined.
- v. The Uniontown Utility Board will restrict service identified as indirect impact for development. The Uniontown Utility Board will adopt a resolution limiting service in floodplain areas to existing residents and structures only. No future service will be allowed for development in these areas identified as being in the 100 year floodplain according to future FEMA maps.
- vi. Free flowing streams could be impacted by an open-cut type crossing. They will be crossed by directional drilling.

These measures will be implemented and enforced by incorporating them into the Plans and Specifications for the project. To ensure these mitigation measures are implemented, the following enforcement measures will be taken:

- A qualified inspector will provide full-time inspection during construction.
- Periodic inspection by the project engineer and ADEM personnel; and
- Obtain necessary concurrence from the Alabama Department of Environmental Management as needed

The following mitigation measure will be implemented by the Uniontown Utilities Board to protect the environmentally sensitive area of the Floodplain:

- N/A, no work will be done in the floodplain, except at creek crossing.
- All free-flowing creek crossing will be accomplished by directional drilling.



VI.

EXHIBITS



## ArcGIS ▾ My Map

Details

Basemap

Print

About

Content

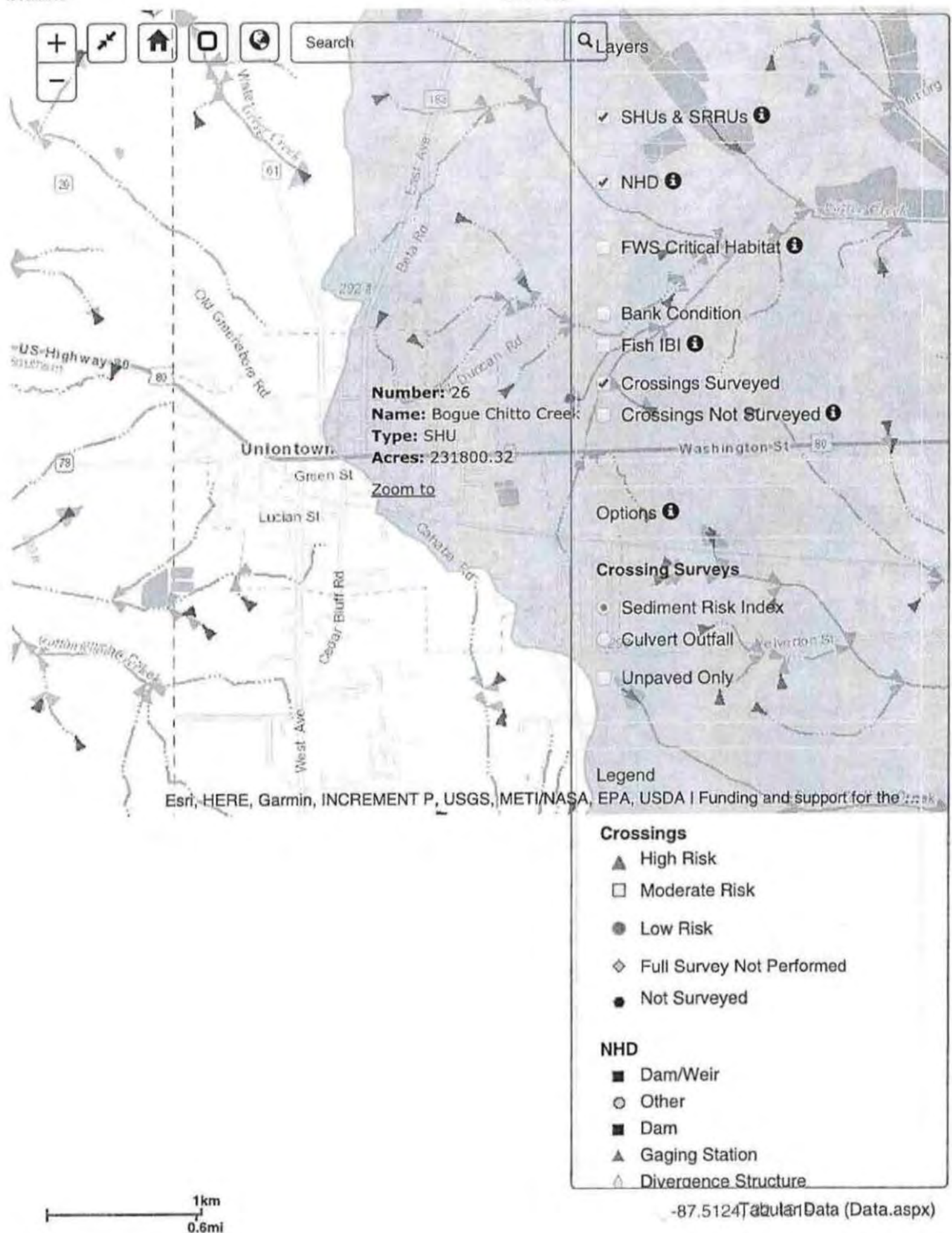
Legend

## Legend

USFWS\_Critical\_Habitat - Critical Habitat  
- Linear Features - Final

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**From:** [Robert White](#)  
**To:** [Gordon, Nivory - RD, Camden, AL](#); [Bowen, Allen - RD, Montgomery, AL](#); [Hale, Stan - RD, Montgomery, AL](#)  
**Cc:** [Kathy Horne](#)  
**Subject:** Uniontown  
**Date:** Wednesday, July 11, 2018 11:48:15 AM  
**Attachments:** [image001.png](#)

---

Hello all,

I just wanted to drop a quick note to you all letting you know that I'll be in Uniontown tomorrow at 9:00 AM.

My primary objective will be to get the Mayor registered in E-Auth.

My other objective will be one of discovery. I hope to sit with the two bookkeepers and get as many reports printed as possible so I can bring them all back and start parsing them for potential bookkeeping improvement recommendations. Maybe this will shed some light on some of the financial mysteries we continue to encounter.

If you need anything from me while I'm there, please do not hesitate to ask.

Thanks,

Rob White IV



Deputy Director

Alabama Rural Water Association  
Office – (334) 396-5511  
Fax – (334) 396-7090  
Cell – (b) (6)  
Email – [rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)

Celebrate 40 years of ARWA service with us in  
Mobile on March 18 – 21, 2018. Learn more at  
<http://alruralwater.com/WEB/conference/index.asp>

007088



**From:** [Eva Dillard](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** Uniontown  
**Date:** Wednesday, November 28, 2018 12:43:45 PM

---

Hi Allen — just wanted to touch base and thank you after the stakeholder meeting. Overall, I think it was a very promising first step and we appreciate USDA's commitment to continuing the process so that Uniontown's wastewater issues can be comprehensively addressed. It was also good to have it confirmed that the proposed budget will cover any necessary infrastructure to connect individual homes that will be required to hook up to the Uniontown collection system.

During the discussion, references were made to a tentative budget that is being discussed, e.g., \$23 million in total grant funds from USDA, \$10 million budgeted for repair of the collection system, etc. Is it possible to get a copy of that budget? We understand that the budget at this point may be tentative and subject to change, but it would help to know for our inputs how the budget is being organized and appropriated. The more information we have, the more responsive and relevant our comments can be. If you would like to make those documents confidential, we would of course hold them as such.

Also, we understood (perhaps mistakenly) that the proposed sewer board would not be appointed entirely by Uniontown city government, but it appeared at the meeting that now might be the case. Am hoping that we might be able to discuss these and other questions I might have at a convenient time for you. I have a call from 3-4 today and am tied up from 2:00 on tomorrow but am otherwise available. If you are snowed under post-Thanksgiving, I understand and we can push the call off until next week if that works better. Thank you and I look forward to talking. Best, Eva

Eva Dillard  
Staff Attorney  
Black Warrior Riverkeeper  
(205) 458-0095 [tel]  
(205) 458-0094 [fax]  
[www.BlackWarriorRiver.org](http://www.BlackWarriorRiver.org)

**007089**



**From:** [Michael Baumgartner](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Cc:** [Robert White](#); [Kathy Horne](#)  
**Subject:** Uniontown  
**Date:** Monday, June 25, 2018 2:15:48 PM  
**Attachments:** [Cheese Plant Grab Samples.pdf](#)  
[doc00032620180622160259.pdf](#)  
[doc00032820180622161006.pdf](#)

---

Allen,

The cost analysis for the SBR has incorporated a centrifuge operation along with a sludge digester. The centrifuge operation is used to dewater waste sludge. The digester is the sludge storage tank that the centrifuge draws its sludge feed. In my opinion, it is unnecessary to add this operation to the process. As we discussed in an earlier meeting, most if not all systems in Alabama utilize the existing lagoon for sludge disposal and flow equalization. The existing lagoon has a surface area of 13.56 acres with a capacity of 20 million gallons. There is plenty of storage capacity for waste sludge and flow equalization during rain events. The line item on the cost estimate is \$450,000. Not sure what the estimate is for the sludge digester but I am sure it is substantial.

Lastly, the loading information for the cheese company is dated and insufficient. I would recommend a sampling schedule be set up for both the fish and cheese discharge. I have attached the loading information sent to me. I am checking sources for what would or should be included in the testing and frequency.

Thanks

**MICHAEL BAUMGARTNER**  
**Alabama Rural Water Association**  
**Wastewater Technician**  
**Office: 334-396-5511**  
**Cell: (b) (6)**  
mbaumgartner@alruralwater.com

007090



Ed Morris

From: Brooks Rankin (b) (4) @hotmail.com>  
Sent: Tuesday, May 29, 2018 1:35 PM  
To: Ed Morris  
Cc: Pat Dad Rankin; Mike Smith  
Subject: Re: SE Cheese effluent analytical and flow data to Sentell Engineering

SOUTHEASTERN CHEESE UNIONTOWN, ALABAMA Grab Samples from Processing Plant TABLE #2									
Date	Sodium (mg/l)	BOD5 (mg/l)	Chloride (mg/l)	NH3-N (mg/l)	Oil & Grease (mg/l)	Phosp (mg/l)	pH	TKN (mg/l)	TSS (mg/l)
5/28/2015	577	2100	1390	28	909	401	5.09	38.6	2900
6/5/2015	563	6890	1210	37.5	380	222	5.86	51.7	2010
6/11/2015	398	34300	1180	44.8	1300	332	5.96	119	2630
6/18/2015	304	78100	802	41.2	1240	188	5.60	79.7	1960
6/25/2015	672	75900	1720	46.5	660	279	6.38	76.1	4830
Avg.	502.8	39458	1260.4	39.6	897.8	284.4	5.8	73.02	2870

SOUTHEASTERN CHEESE, UNIONTOWN, ALABAMA  
HISTORIC MONTHLY PRODUCTION RATES  
2005-2015  
TABLE #1

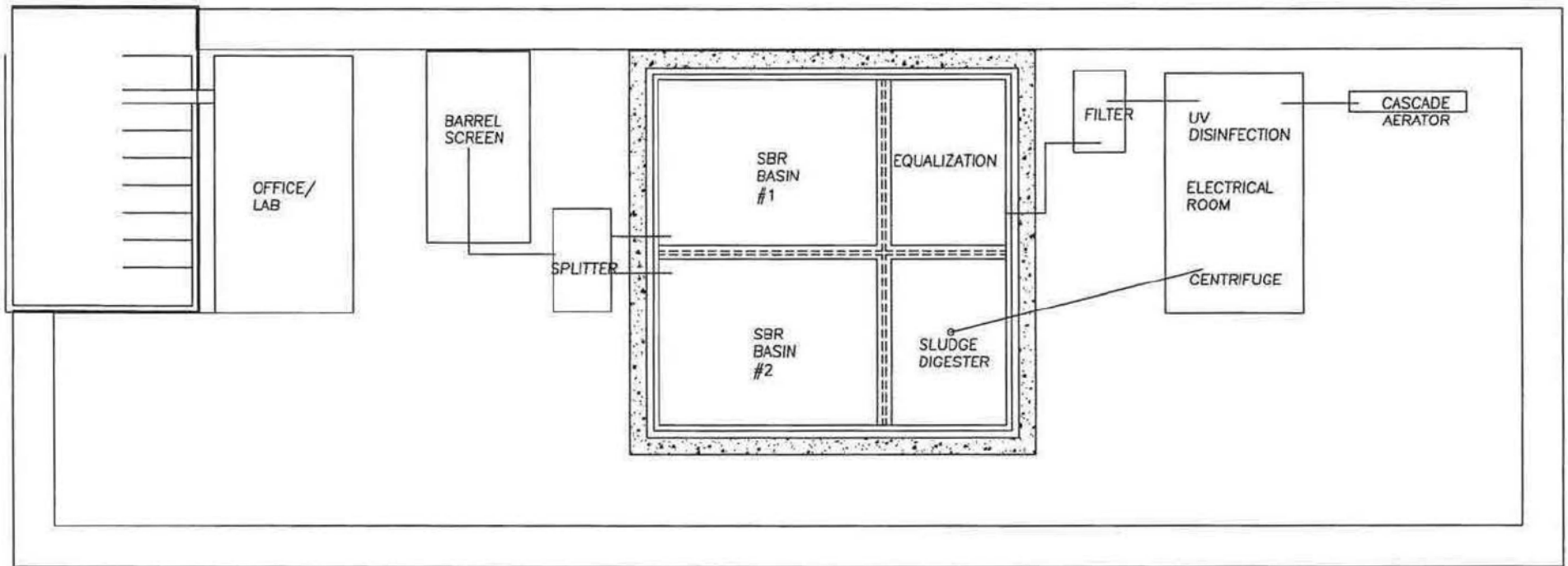
	2005			2006			2007		
	Tanker Loads	Pounds	Gallons	Tanker Loads	Pounds	Gallons	Tanker Loads	Pounds	Gallons
January	71	3,479,000	404,535	127	6,223,000	723,605	0	0	0
February	137	6,713,000	780,581	7	343,000	39,884	0	0	0
March	198	9,702,000	1,128,140	155	7,595,000	883,140	160	7,840,000	911,628
April	148	7,252,000	843,256	114	5,586,000	649,535	321	15,729,000	1,828,953
May	499	24,451,000	2,843,140	97	4,753,000	552,674	293	14,357,000	1,669,419
June	321	15,729,000	1,828,953	72	3,528,000	410,233	41	2,009,000	233,605
July	280	13,720,000	1,595,349	0	0	0	0	0	0
August	75	3,675,000	427,326	0	0	0	0	0	0
September	71	3,479,000	404,535	0	0	0	0	0	0
October	20	980,000	113,953	0	0	0	0	0	0
November	0	0	0	0	0	0	0	0	0
December	257	12,593,000	1,464,302	0	0	0	216	10,584,000	1,230,698
Annual Total	2077	101,773,000	11,834,070	572	28,028,000	3,259,070	1031	50,519,000	5,874,302
Maximum	499	24,451,000	2,843,140	155	7,595,000	883,140	321	15,729,000	1,828,953
Minimum	0	0	0	0	0	0	0	0	0
ADF (gpd)			32,872			9,053			16,318
MMADF (gpd)			94,771			29,438			60,965



Engineer's Estimate of Probable Construction Cost					
UNIONTOWN PRELIMINARY CONSTRUCTION COST SBR SYSTEM					
Aqua-Aerobic Systems					
Uniontown, Alabama					
Sentell Engineering, Inc				6/20/2018	
Item	Quantity	Unit	Description	Unit Cost	Total
1	1	LS	Mobilization/Demobilization	\$25,000.00	\$25,000.00
2	1	LS	Erosion Control	\$14,000.00	\$14,000.00
3	400	LF	10" DI Pipe	\$100.00	\$40,000.00
4	0	EA	16" MJ DI Pipe	\$13,000.00	\$0.00
5	200	LF	3" DI Pipe	\$50.00	\$10,000.00
6	300	LF	8" Stainless Pipe	\$150.00	\$45,000.00
	300	LF	6" DI Pipe	\$75.00	\$22,500.00
7	1	LS	Internal Equipment	\$800,000.00	\$800,000.00
8	1	EA	AquaDisk Cloth Media Filter	\$250,000.00	\$250,000.00
9	1	EA	Drum Screen	\$112,950.00	\$112,950.00
10	1	EA	Effluent Structures	\$8,500.00	\$8,500.00
11	2,264	CY	Structural Concrete	\$500.00	\$1,132,000.00
12	1	EA	Centrifuge	\$450,000.00	\$450,000.00
13	1	LS	Placing Topsoil & Seeding	\$14,000.00	\$14,000.00
14	2,344	SY	Road Surfacing	\$150.00	\$351,600.00
15	1	LS	Electrical Service	\$133,265.00	\$133,265.00
16	1	LS	Electral Equipment	\$120,300.00	\$120,300.00
17	1	LS	Effluent Structure & Pumps	\$400,000.00	\$400,000.00
18	1	LS	UV Disinfection	\$130,000.00	\$130,000.00
19	1	LS	Headworks Repair	\$120,000.00	\$120,000.00
20	1	LS	Laboratory Building	\$500,000.00	\$500,000.00
21	1	LS	Electrical/Centrifuge/UV Building	\$400,000.00	\$400,000.00
			<b>Subtotal</b>		\$5,079,115.00
<b>Engineering Cat. "D"</b>				<b>5% contingency</b>	\$253,955.75
				<b>Construction Cost</b>	\$5,333,070.75
Geotechnical	\$9,500.00	Interest	\$143,000.00	<b>Engineering Cost</b>	\$356,782.43
Environmental	\$3,500.00	Legal	\$42,000.00	<b>Construction Observation</b>	\$373,314.95
Prop. Survey	\$25,000.00	Equipment	\$70,000.00	<b>Engineering Cat. "D"</b>	\$42,500.00
SW Permit	\$4,500.00	ADEM Per	\$28,660.00	<b>Administration</b>	\$343,160.00
Sub Total	\$42,500.00	Advertise	\$9,500.00		
		Al Power	50,000		
		Sub Total	\$343,160.00		
				<b>TOTAL COST</b>	\$6,448,828.14

007092







**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** ["Beeker, Chris - RD, Montgomery, AL \(Chris.Beeker@al.usda.gov\)"; Primrose, Edna - RD, Washington, DC](#)  
**Subject:** Uniontown  
**Date:** Monday, June 25, 2018 2:08:00 PM

---

Chris, the following is an update as to the status of addressing the sewer issues in the City of Uniontown:

1. RD has met with all parties needed in the process. Alabama Rural Water (ARWA), City of Uniontown, (City) Sentell Engineering, (Sentell), and Alabama Department of Environmental Management (ADEM).
2. All parties understand that this can only be resolved if we work as a team with each member completing their assigned role in a timely manner.
3. ARWA and City are working to get the city's financial information current. The last available audit is dated 2014. Nivory Gordon, Area Director for RD will be assisting Rob White with ARWA in completing this task. One issue that has been discovered is that the City apparently is delinquent on Federal employment taxes. Nivory and Rob will be working on getting the exact status of that issues today.
4. Sentell and ARWA are working on the PER and environmental processes. ARWA has arranged for Sentell to visit different facilities that are similar to the City's in an effort to present the most viable treatment options in the PER to resolve their sewer issues.
5. ARWA will be responsible for reviewing the PER as well as the RD State Engineer, John Taylor. ARWA will be responsible for providing the onsite inspector during the project.
6. The project will be a 2 phase project. The first phase will be the rehabilitation of the entire collection system. Repairing the collection system will allow the engineers to determine the exact daily flow into the treatment area thus providing data that can be used in determining the best type of treatment facility to construct to best meet the needs of the City. The second phase will be to determine the best solution to the sewer problem and construct a facility that will resolve the issues for years to come.
7. The city is working with 3 of the largest employers in the City to assist them in connecting to the new system. 1 business is currently a customer the other 2 have to either have their own system or transport their waste to a near by town for treatment. If it can be worked out to allow these other 2 businesses to connect, it would mean a significant increase in income to the City and contribute to a better in environment for the residents. RD has met with these businesses, they are on board in assisting the City solve the sewer issues.
8. One solution that is being considered is connecting to an adjoining City and allowing them to treat the waste for The City. This would perhaps lower the cost of the project and insure that the environmental issues are resolved since that City (the City Of Demopolis) discharges in to a large flowing river and Uniontown's only discharge options are very small creeks that during drought periods do not flow at all.

Thanks,

Allen

**007094**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Kathy Horne \(khorne@alruralwater.com\)](#); [Taylor, John - RD, Montgomery, AL](#)  
**Subject:** Uniontown  
**Date:** Thursday, May 31, 2018 4:32:00 PM

---

Here is the link to the video I mentioned this morning.

[https://www.al.com/news/index.ssf/2018/04/uniontown\\_sewage\\_problems.html](https://www.al.com/news/index.ssf/2018/04/uniontown_sewage_problems.html)

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007095**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Primrose, Edna - RD, Washington, DC](#); [Schindler, Nicole - RD, Washington, DC](#); [Taylor, Harry - RD, Morgantown, WV](#); [Taylor, John - RD, Montgomery, AL](#); [Barringer, Scott - RD, Washington, DC](#); [Evans, Kent - RD, Washington, DC \(Kent.Evans@wdc.usda.gov\)](#); [Woolard, Susan - RD, Washington, DC](#)  
**Cc:** ["Beeker, Chris - RD, Montgomery, AL \(Chris.Beeker@al.usda.gov\)"](#); [Gordon, Nivory - RD, Camden, AL](#); [Taylor, John - RD, Montgomery, AL](#); [Hale, Stan - RD, Montgomery, AL](#); [Williams, Daniel - RD, Montgomery, AL \(Daniel.Williams4@al.usda.gov\)](#)  
**Subject:** Uniontown  
**Date:** Thursday, May 17, 2018 9:38:00 AM

---

All, I had a meeting with Alabama Rural Water Association (ARWA) Tuesday and they are on board with assisting with the Uniontown project. They have worked with the City previously and have knowledge of the issues that exist there. We have scheduled a meeting with ARWA, RD and ADEM (Alabama Department of Environmental Management) Monday May 21<sup>st</sup> at 8 am.

In addition, our State Director, Chris Beeker III has contacted a major industry in Uniontown and they are very interested in seeing this project completed and have offered to assist.

If you have any questions, please contact me.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007096**



**From:** [Helton, Beverly - RD, Montgomery, AL](#)  
**To:** [Beeker, Chris - RD, Montgomery, AL](#); [Bowen, Allen - RD, Montgomery, AL](#); [Gordon, Nivory - RD, Camden, AL](#); [Williams, Daniel - RD, Montgomery, AL](#); [Hale, Stan - RD, Montgomery, AL](#)  
**Subject:** Uniontown  
**Date:** Tuesday, November 20, 2018 2:25:09 PM

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Shelby:

<https://www.shelby.senate.gov/public/index.cfm/newsreleases?ID=13E5BC57-7B8E-4553-869A-488030F30C11>

Sewell:

<https://sewell.house.gov/media-center/press-releases/usda-announces-234-million-uniontown-wastewater-solution>



Beverly Helton  
Assistant to the State Director  
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**007097**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** ["Becker, Chris - RD, Montgomery, AL \(Chris.Becker@al.usda.gov\)"](#)  
**Subject:** Uniontown  
**Date:** Tuesday, October 23, 2018 2:45:00 PM

---

Chris, here is the information you requested.

1. is Uniontown rebuilding the existing system or connecting with another system?

Both. The first step is to completely repair and / or replace the waste water collection system to alleviate the inflow and infiltration. The second step is to construct pipeline to transport the sewage from Uniontown to Demopolis for treat at the Demopolis Waste water treatment plant.

2. since this is a 100% grant is Uniontown adjusting rates ?

An increase in rates may not be necessary, if so it will be very minimal. After step one is completed, Alabama Rural Water will assist Uniontown in completing a rate study based on the actual volume of flow. We understand the low median household income in Uniontown and will work to keep rates as low as possible and at the same time insure that the system is properly maintained at the same time.

3. Chris is this the largest WEP grant Alabama has ever approved ?

Yes

4. who is the engineer?



Sentell engineering is the project engineer on this project. Engineers from USDA-RD, both State and National, have been and will continue to be involved in the process. In addition, Alabama Rural Water will assist in the day to day inspection process as well as having been involved in the planning and engineering of this project.

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** ["Beeker, Chris - RD, Montgomery, AL \(Chris.Beeker@al.usda.gov\)"; Beeker, Chris - RD, Montgomery, AL](#)  
**Subject:** Uniontown  
**Date:** Wednesday, October 3, 2018 9:38:00 AM

---

Chris, here are the numbers on the Uniontown project:

Total project cost: \$31,250,000

RD grant funds: \$23,437,500

DRA Funds: \$ 3,250,000

Private Funds: \$ 1,000,000

Needed: \$ 3,562,500

If you have any questions, please contact me.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007100**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Gordon, Nivory - RD, Camden, AL](#)  
**Subject:** Uniontown  
**Date:** Tuesday, September 25, 2018 9:26:00 AM

---

Nivory, any word on how the meeting went last night?

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007101**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [edillard@blackwarriorriver.org](mailto:edillard@blackwarriorriver.org); [Beeker, Chris - RD, Montgomery, AL](#)  
**Cc:** [Gordon, Nivory - RD, Camden, AL](#)  
**Bcc:** ["Beeker, Chris - RD, Montgomery, AL \(Chris.Beeker@al.usda.gov\)"](#)  
**Subject:** Uniontown  
**Date:** Wednesday, September 19, 2018 2:46:00 PM  
**Attachments:** [First run of NOA.pdf](#)  
[Uniontown EA \(ver 9-7-18\).pdf](#)  
[Appendix A maps.pdf](#)

---

Eva, please find attached the requested information.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

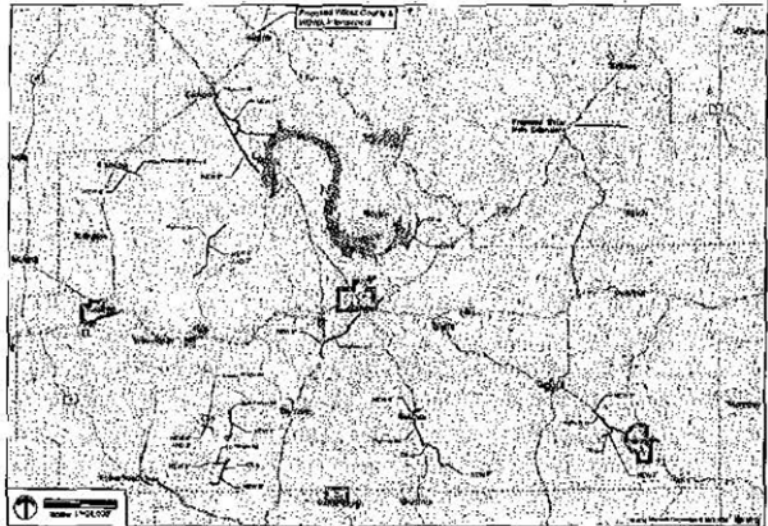
**007102**



# DEPARTMENT OF AGRICULTURE

## Rural Development

### Wilcox County Water Authority: Notice of Availability of an Environmental Assessment



AGENCY: Rural Utility Service, USDA

ACTION: Notice of Availability of an Environmental Assessment

SUMMARY: Notice is hereby given that the Rural Utility Service (RUS), as required by the National Environmental Policy Act, is issuing an environmental assessment (EA) in connection with possible impacts related to a project proposed by Wilcox County Water Authority (WCWA), of Camden, Alabama. The proposal is for construction of new water mains and various system improvements detailed below. WCWA has submitted an application to RUS for funding of the proposal.

007103



FOR FURTHER INFORMATION CONTACT: Nivory Gordon, Jr., Area Director at USDA, RD, 321 Depot Street, Camden, AL 36726, 334-682-4116 Ext. 110 or via email at [Nivory.gordon@al.usda.gov](mailto:Nivory.gordon@al.usda.gov).

SUPPLEMENTARY INFORMATION: WCWA proposes to construct 36.3 miles of finished water mains, ranging in size from 2-inch to 8-inch diameter. The proposed new water mains are located in various areas of the county ranging from AL Highways 5, 10, 28, 41, 162, and 265; County Roads 13, 16, 43, 45, Prairie Loop Road, Clifton Ferry Road, Dees-Packer Road, Wright Brooks Road, Ed Wright Road, and Willie Powell Road. The proposed project scope also includes providing a new interconnection with the West Dallas Water Authority along AL Highway 5; installation of new water meters; repainting of 4 existing water storage tanks; upgrades to 5 existing production wells; upgrades to 4 booster pumping stations; and controls upgrades.

Goodwyn, Mills & Cawood, Inc., an environmental consultant, prepared an environmental assessment for RUS that describes the project, assesses the proposed project's environmental impacts, and summarizes as applicable any mitigation measures used to minimize environmental effects. RUS has conducted an independent evaluation of the environmental assessment and believes that it accurately assesses the impacts of the proposed project. No significant impacts are expected as a result of the construction of the project.

Questions and comments should be sent to RUS at the address provided. RUS will accept questions and comments on the environmental assessment for 14 days from the date of publication of this notice.

Any final action by RUS related to the proposed project will be subject to, and contingent upon, compliance with all relevant Federal environmental laws and regulations and completion of environmental review procedures as prescribed by 7 CFR Part 1970, Environmental Policies and Procedures.





# ENVIRONMENTAL ASSESSMENT

## PROPOSED REHABILITATION OF SANITARY SEWER COLLECTION SYSTEM AND WASTEWATER TRANSMISSION TO DEMOPOLIS

City of Uniontown, Alabama

Sentell Engineering, Inc.

September 7, 2018

**007105**



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Appendix F – Programmatic Agreement between SHPO and Rural Development

Appendix G – Official Species List, Determinations, and letter from the USF&WS



## 1.0 Purpose and Need

- 1.1 Agency's authority and program objectives – USDA, Rural Development is a mission area that includes three federal agencies – Rural Business-Cooperative Service, Rural Housing Service, and Rural Utilities Service. The agencies have in excess of 50 programs that provide financial assistance and a variety of technical and educational assistance to eligible rural and tribal populations, eligible communities, individuals, cooperatives, and other entities with a goal of improving the quality of life, sustainability, infrastructure, economic opportunity, development, and security in rural America. Financial assistance can include direct loans, guaranteed loans, and grants in order to accomplish program objectives.

Application is being made for this proposed project under Rural Utility Service Water & Waste Disposal Loan & Grant Program. This program is authorized by Section 306 of the Consolidated Farm and Rural Development Act (CONACT).

- 1.2 Purpose and Need – On August 12, 2008, Uniontown received a Consent Order ("the Order") from the Alabama Department of Environmental Management ("ADEM") addressing compliance issues with discharges from the lagoon. The lagoon operates under a National Pollutant Discharge Elimination System (NPDES) permit issued by ADEM and discharges into a spray field located 4.6 miles south of the Waste Water Treatment Plant (WWTP) in Perry County, Alabama. The Order primarily focused on parametric compliance for four basic pollutants of interest:

- 1) Unpermitted discharging of untreated wastewater into Cottonwood Creek
- 2) Flow capacity
- 3) Permitted limits for BOD
- 4) Permitted limits for TSS

In order to meet the requirements set forth in the order, Uniontown proceeded with a construction project that met the BOD and TSS requirement by dredging and deepening the two primary cells of the lagoon and adding baffles to all three cells of the lagoon. The project repaired approximately a fourth of the collection system and increased the size of the pumps to the spray field to prevent overflows to Cottonwood Creek. Inflow metering has been added to the system. The data collected shows flow coming into the lagoon varying from 300,000 gallons per day to 5,000,000 gallons per day. This amount of flow cannot be treated and discharged to the spray field. The lagoon will overflow into Cottonwood Creek approximately half of the year and the spray field will continuously overflow into Freetown Creek.

The provision of adequate sanitary sewage collection and treatment system will eliminate hazardous health conditions in the community. With a proper system, children will be able to play safely outside without the threat of disease from raw sewage. This will allow the children to get a sufficient amount of physical exercise. A report by the Perry County Board of Education shows that lack of physical exercise is causing an alarming number of children to suffer childhood obesity. Due to the need for improvements to the sanitary sewer system, the City Council of Uniontown has enacted an ordinance requiring all persons with sewer access to pay a monthly sewage fee to help eliminate hazardous health conditions.

Uniontown has a management company running the Sewer System. Since the last rehabilitation project, the discharge permit levels are mostly being met, except for volume and occasional fecal coliform. The excessive inflow still coming through the collection system allows flooding of the separation and compaction equipment as well as the U. V. System. The flooding has rendered these systems inoperable. The spray field is too small for the amount of effluent it



receives and it is not practical to develop more spray fields due to the soil conditions in the area. Screening and pumping the effluent to Demopolis for final treatment is the best option for Uniontown.

- 1.3 Project Description – The project will consist of complete rehabilitation of the gravity collection system for Uniontown. Then a force main to Demopolis will be constructed. Demopolis will treat the wastewater.

## 2.0 Alternatives Evaluated Including the Proposed Action

- 2.1 Proposed Action – The gravity collection system rehabilitation will include replacing sewer lines that cannot be rehabilitated by other means such as cured in place pipe (CIPP), pipe bursting, or point repairs. The brick Manholes will either be replaced or lined with a structural cement application. Laterals from buildings to the City collection lines will be videoed and repaired/replaced as needed.

The treatment of the effluent will consist of constructing a force main from the existing lagoon site to the City of Demopolis where they will treat Uniontown's domestic and industrial sanitary sewage. The Force Main will be located along U.S Highway 80 from Uniontown to Demopolis. The route goes along Spring Hill road and on Alabama 13 in the city limits of Demopolis. A site plan for the force main is located in (Appendix A). Once completed the existing lagoon and spray field will be decommissioned and reclaimed.

- 2.2 Other Alternatives Evaluated – In addition to the selected alternative, two types of wastewater treatment were evaluated. Both alternatives included rehabilitation of the sewage collection system and decommissioning the existing lagoons. Both of the alternatives would have received sanitary waste water from Uniontown as well as industrial waste water from Southeastern Cheese and Alabama Catfish at the existing spray field site.
- 2.3 No Action Alternative – Although the no action alternative would have no environmental effects from construction, the existing discharges in violation of NPDES permit would continue to occur. The no action alternative is not viable.

## 3.0 Affected Environment and Environmental Consequences

### 3.1 Land Use/Land Ownership

#### 3.1.1 General Land Use

- 3.1.1.1 Affected Environment – The City of Uniontown owns the existing collection system, lagoon, and spray field. Laterals from the buildings to the right of way are owned by individual land owners. The force main will be placed in the right of way of the Alabama Department of Transportation on U.S. Highway 80 and Alabama Highway 13 and the right of way of Spring Hill Road in Demopolis. One pumping station will be located on Uniontown city property at the existing lagoon. One pumping station will be located adjacent to the right of way of U.S. 80 near the intersection of Alabama Highway 25 and U.S. 80. The last pumping station will be located adjacent to the right of way of U.S. 80 near the intersection of U.S. 80 and Alabama Highway 69.

There are no zoning or land use planning authorities in Uniontown and unincorporated areas of Perry, Marengo, and Hale Counties that the proposed project traverses. The force main in Demopolis will not be affected by their zoning ordinances. Alabama has no single point of contact for intergovernmental review.



The City of Uniontown has the most authority over activities in the city and they are the applicant.

3.1.1.2 Environmental Consequences – There will be no negative impacts to general land use.

3.1.1.3 Mitigation – No mitigation is necessary.

### 3.1.2 Important Farmland

3.1.2.1 Affected Environment – The environment affected environment of the proposed project would be the existing effluent sprayfield site, the existing treatment lagoon site, the path of the force main and two pump stations adjacent to U.S. Highway 80. The path of the force main is along MLK Drive and Washington Street in Uniontown, U.S. 80 to Demopolis, and, in Demopolis, along Old Springhill Road, Bell Road, AL 13 south across the railroad track and along an easement to an existing Demopolis pumping station.

3.1.2.2 Environmental Consequences – A letter was written to NRCS July 25, 2018. (See Appendix B) No reply has been received from NRCS. According to the NRCS Web Soil Survey (Reports attached in Appendix C), most of the existing sprayfield site is Prime Farmland, the existing lagoon site is not Prime Farmland, the areas of the proposed pump stations are not Prime Farmland, and the proposed easement in Demopolis is prime farmland. Construction within an existing right-of-way purchased on or before August 4, 1984 is exempt from FPPA. All road rights-of-way affected by this project qualify for this exemption. The existing sprayfield site and Demopolis easement will not convert any land from farmland.

3.1.2.3 Mitigation – No mitigation is necessary.

### 3.1.3 Formally Classified Lands

3.1.3.1 Affected Environment – The environment affected environment of the proposed project would be the existing effluent sprayfield site, the existing treatment lagoon site, the path of the force main and two pump stations adjacent to U.S. Highway 80. The path of the force main is along MLK Drive and Washington Street in Uniontown, U.S. 80 to Demopolis, and, in Demopolis, along Old Springhill Road, Bell Road, AL 13 south across the railroad track and along an easement to an existing Demopolis pumping station.

3.1.3.2 Environmental Consequences – There are no National Parks and Monuments; National Forests and Grasslands; National Historic Landmarks(NHL); National Battlefield and Military Parks; National Historic Sites and Historical Parks; National Natural Landmarks (NNL); National Wildlife Refuges; National seashores, lake shores, and trails; Wilderness areas; Wild, scenic, and recreational rivers; State parks; State fish and wildlife management areas; Bureau of Land Management (BLM) administered lands; or Native American owned lands and leases administered by the Bureau of Indian Affairs (BIA).

3.1.3.3 Mitigation – No mitigation is necessary.



### 3.2 Floodplains

- 3.2.1 Affected Environment – The only above ground facilities proposed are screening and pump station at the existing lagoon site, a pump station at the intersection of U.S. 80 and AL 26, and a pump station at the intersection of U.S. 80 and AL 69. None of these above ground facilities are within floodplains. The new force main will cross some floodplains. The finished land contours along the force main will be restored and no floodplains will be affected. FIRM maps for the pump station locations is attached in Appendix D
- 3.2.2 Environmental Consequences – There will be no impacts to floodplains.
- 3.2.3 Mitigation – No mitigation is necessary.

### 3.3 Wetlands

- 3.3.1 Affected Environment – Wetlands will be traversed by the force main along U.S. 80. Wetlands Inventory maps are included in Appendix E. Potential wetlands crossings are shown on Wetland Map 1, 2, 4, 5, 6, and 7. Final design will determine if these areas will be affected. The existing lagoons, that are to be decommissioned, are adjacent to a wetland.
- 3.3.2 Environmental Consequences – The force main crossings will either be accomplished by directional bore to avoid wetlands or under Nationwide General Permit Number 12. Decommissioning of the lagoons will be designed in accordance with requirements of the U.S. Army Corps of Engineers to avoid any wetlands conversion.
- 3.3.3 Mitigation – No mitigation is necessary.

### 3.4 Cultural Resources

- 3.4.1 Affected Environment – A Programmatic Agreement (PA) between the Alabama Historical Commission (SHPO) and Rural Development excludes pipelines within existing and/or disturbed rights-of-way and pump stations immediately adjacent to existing rights-of-way and comprising less than one acre. A stipulation excludes pump stations which are adjacent to or within view of any structure over 50 years old. A copy of the PA is included in Appendix F. A new screen and pump station will be built at the existing lagoon treatment facility and will not change the appearance of the sight significantly. A letter was written to the SHPO on July 25, 2018. No reply has been received in over 30-days.
- 3.4.2 Environmental Consequences – There will be no impacts to cultural resources.
- 3.4.3 Mitigation – No mitigation is necessary.

### 3.5 Biological Resources

- 3.5.1 General Fish, Wildlife and Vegetation
  - 3.5.1.1 Affected Environment – The environment affected environment of the proposed project would be the existing effluent sprayfield site, the existing treatment lagoon site, the path of the force main and two pump stations adjacent to U.S. Highway 80. The path of the force main is along MLK Drive and Washington Street in Uniontown, U.S. 80 to Demopolis, and, in Demopolis, along Old Springhill Road, Bell Road, AL 13 south across the railroad track and along an easement to an existing Demopolis pumping station.



- 3.5.1.2 Environmental Consequences – There will be vegetation disturbed by excavation activities. These areas will be restored. Wildlife should not be affected. Fish should not be affected, except in a positive way because of the elimination of overflows into Cottonwood and Freetown Creeks.
- 3.5.1.3 Mitigation – No mitigation is necessary.
- 3.5.2 Listed Threatened and Endangered Species
  - 3.5.2.1 Affected Environment – An official Species List was obtained through the U.S. Fish and Wildlife Service iPaC system. The list included: Northern Long-eared Bat (mammal), Wood Stork (bird), Inflated Heelsplitter (clam), and Southern Clubshell (clam). RD made a finding of No Effect on each of these species because their habitat was not present in the proposed construction areas. A letter was sent to USF&WS. They replied that no federally listed species/critical habitat are known to occur in the project area. Copies of the Official Species List, Determination, and letters to and from the USF&WS are attached in Appendix G.
  - 3.5.2.2 Environmental Consequences – There will be no impacts to Listed Threatened and Endangered Species.
  - 3.5.2.3 Mitigation – No mitigation is necessary.
- 3.5.3 Migratory Bird Treaty Act
  - 3.5.3.1 Affected Environment – This project does not propose to pursue, hunt, take, capture, kill or sell migratory birds or parts of birds
  - 3.5.3.2 Environmental Consequences – There will be no impacts to migratory birds.
  - 3.5.3.3 Mitigation – No mitigation is necessary.
- 3.5.4 Bald and Golden Eagle Protection Act
  - 3.5.4.1 Affected Environment – This project does not propose activities that are likely to result in the take, possession, sale, purchase, barter, or transport of any bald or golden eagles or parts or nests thereof.
  - 3.5.4.2 Environmental Consequences – There will be no impacts to Bald or Golden Eagles.
  - 3.5.4.3 Mitigation – No mitigation is necessary.
- 3.5.5 Invasive Species
  - 3.5.5.1 Affected Environment – This project does not propose to cause or promote the introduction or spread of invasive species.
  - 3.5.5.2 Environmental Consequences – There will be no introduction of invasive species.
  - 3.5.5.3 Mitigation – No mitigation is necessary.
- 3.6 Water Resources
  - 3.6.1 Water Quantity
    - 3.6.1.1 Affected Environment – No water quantity environment will be affected.
    - 3.6.1.2 Environmental Consequences – There will be no impacts to water quantity.
    - 3.6.1.3 Mitigation – No mitigation is necessary.



### 3.6.2 Water Quality

3.6.2.1 Affected Environment – The water quality of Cottonwood and Freetown Creeks will be affected by elimination of unpermitted overflows. The water quality of various streams and creeks could potentially be impacted by construction of the force main and reclamation of the spray field and treatment lagoons.

3.6.2.2 Environmental Consequences – This project will require a construction NPDES Permit which will require Best Management Practices. No further mitigation is required.

3.6.2.3 Mitigation – No mitigation is necessary.

### 3.7 Coastal Resources (**Not Applicable**)

### 3.8 Socioeconomics and Environmental Justice

3.8.1 Affected Environment – No socioeconomic group or minority population will be disproportionately negatively affected by the proposed project.

3.8.2 Environmental Consequences – Aside from temporary construction nuisance, the proposed project should have no negative impacts on the population. The proposed project will have positive impacts on the population because unpermitted discharges will be eliminated from Cottonwood and Freetown Creeks.

3.8.3 Mitigation – No mitigation is necessary.

### 3.9 Air Quality

3.9.1 Affected Environment – There are two air quality factors to be considered – criteria pollutants and nuisance odors.

3.9.2 Environmental Consequences – The project area is in a full attainment area for criteria pollutants, so conformity to the SIP is not applicable. There will be some short-term construction related air quality impacts, but they will be negligible.

The City of Uniontown suffers from frequent unpleasant odors associated with wastewater. There is a commercial user in the city that has lagoon treatment facilities on the opposite side of Cottonwood Creek from the municipal wastewater treatment lagoon. When high nitrogen content wastewater is held long enough to accomplish treatment in a lagoon type system, it becomes pungent due to the growth of spoilage microbes such as bacteria producing amines. Amines have a very low odor threshold. The proposed project will eliminate the holding of wastewater in Uniontown. The proposed project would also be accepting the wastewater from the two major commercial operations in town so that the other lagoons can also be eliminated.

3.9.3 Mitigation – No mitigation is necessary.

### 3.10 Noise

3.10.1 Affected Environment – The environment affected by noise will be close proximity to construction and pump stations.

3.10.2 Environmental Consequences – The noise of construction will be temporary and moderate. The noise caused by the pump stations and screen will be moderate with no receptors on a prolonged basis. That is to say, the noise will not be very loud and no one will be close enough to be bothered.



3.10.3 Mitigation – No mitigation is necessary.

3.11 Transportation

3.11.1 Affected Environment – Transportation will only be affected during construction. There will be no new traffic as a result of the project.

3.11.2 Environmental Consequences – Construction work zones along U.S. 80 and AL 13 will be controlled as required by permit from the Alabama Department of Transportation. Construction work zones along city streets will be controlled per industry practice.

3.11.3 Mitigation – No mitigation is necessary.

3.12 Human Health and Safety

3.12.1 Electromagnetic Fields and Interference **(Not Applicable)**

3.12.2 Environmental Risk Management – No interest in property is being taken as collateral.

3.13 Corridor Analysis – The force main will be within existing roadway rights-of-way. There are no known effects that will be exacerbated by the extensive linear nature of the proposed project.

4.0 Cumulative Effects – There are no small, individual effects that will be significant on a cumulative basis.

5.0 Summary of Mitigation – No mitigation measures are needed to protect any resource.

6.0 List of Preparers

Ed Morris, Project Engineer  
Sentell Engineering, Inc.  
639 Black Bears Way  
Tuscaloosa, AL 35401



# Appendix A

## Location and Layout Maps



## Appendix B

### Letters to Agencies





July 25, 2018

Mr. William Pearson  
U.S. Fish and Wildlife Services  
1208-B Main Street  
Daphne, Alabama 36526

Dear Sir:

The City of Uniontown Water and Sewage Authority is in the process of performing an environmental review pursuant to the National Environmental Policy Act for USDA Rural Utilities Service in order that it may assess the environmental impacts of the waste water system expansion. The project being proposed is to rehabilitate the existing collection system as well as install a force main from Uniontown, Alabama, along US highway 80 to Demopolis, Alabama. All work will be within the existing collection system and within existing right-of-way along US highway 80, Old Springhill Road, and Alabama Highway 13 in Demopolis.

We request a list of any federally-listed or proposed threatened or endangered species and designated or proposed critical habitat that may be present in the project area. In addition, please advise us of any present concerns you may have related to possible effects of the project listed above on such species or critical habitat, as well as any other wildlife concerns.

If you need any further information or wish to discuss our project, please contact Mr. Nivory Gordon at USDA Rural Development in Camden, Alabama at (334) 682-4116, Extension 109.

If you have any questions, please call (b) (6)

Sincerely,

SENTELL ENGINEERING, INC.

(b) (6)

Ed Morris

007116





July 25, 2018

Lawrence McGhee  
USDA - NRCS  
3381 Skyway Drive  
Auburn, Al 36830

Re: Prime Farmland review of Uniontown WWTP Area

Dear Sir:

We need a Prime Farmland review for the Uniontown WWTP Construction. Our client is operating the waste water treatment plant, located in Perry County. They will be modifying the existing plant and adding a force main along the southern side of U.S. Highway 80 in order to pump their waste water to the Demopolis treatment plant. All work will be within the existing collection system and within existing right-of-way along US highway 80, Old Springhill Road, and Alabama Highway 13 in Demopolis. We are requesting that a Prime Farmland Review be waived because of the previous land disturbance activity. For information regarding this notice please contact Mr. Nivory Gordon at USDA Rural Development in Camden, Alabama at (334) 682-4116 ext. 109. I have attached a map showing the project site location.

Should you have any questions please call me at (b) (6)

Sincerely,

SENTELL ENGINEERING, INC.

(b) (6)

Ed Morris

007117





July 25, 2018

Mr. William Lowe  
Alabama Historical Commission  
468 South Perry Street  
Montgomery, Alabama 36130-0900

Dear Mr. Lowe:

I am requesting a Historical Review for a waste water treatment facility rehabilitation project. The project in question will take place in Uniontown, Alabama as well as requiring construction along an existing right-of-way along US highway 80, Old Springhill Road, and Alabama highway 13. All of the project construction will be taking place in previously disturbed lands as can be seen from the attached map. For information regarding this notice please contact Mr. Nivory Gordon at the USDA Rural Development in Camden, Alabama at (334) 682-4116 ext 109.

If you have any questions, please call us at (b) (6).

Sincerely,

SENTELL ENGINEERING, INC.

(b) (6)

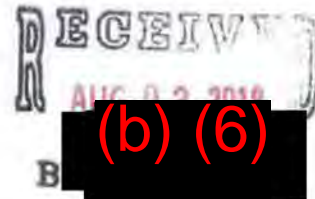
Ed Morris

007118



NEW TA  
EC  
2018-TA-1133

(b) (6)



July 25, 2018

Mr. William Pearson  
U.S. Fish and Wildlife Services  
1208-B Main Street  
Daphne, Alabama 36526

Dear Sir:

The City of Uniontown Water and Sewage Authority is in the process of performing an environmental review pursuant to the National Environmental Policy Act for USDA Rural Utilities Service in order that it may assess the environmental impacts of the waste water system expansion. The project being proposed is to rehabilitate the existing collection system as well as install a force main from Uniontown, Alabama, along US highway 80 to Demopolis, Alabama. All work will be within the existing collection system and within existing right-of-way along US highway 80, Old Springhill Road, and Alabama Highway 13 in Demopolis.

We request a list of any federally-listed or proposed threatened or endangered species and designated or proposed critical habitat that may be present in the project area. In addition, please advise us of any present concerns you may have related to possible effects of the project listed above on such species or critical habitat, as well as any other wildlife concerns.

If you need any further information or wish to discuss our project, please contact Mr. Nivory Gordon at USDA Rural Development in Camden, Alabama at (334) 682-4116, Extension 109.

If you have any questions, please call (b) (6)

Sincerely,

SENTELL ENGINEERING, INC.

(b) (6)

Ed Morris



U.S. Fish and Wildlife Service  
1208-B Main Street - Daphne, Alabama 36526  
Phone: 251-441-5181 Fax: 251-441-6222

No federally listed species/critical habitat are known to occur in the project area. As described, the project will have no significant impact on fish and wildlife resources. IF PROJECT DESIGN CHANGES ARE MADE, PLEASE SUBMIT NEW PLANS FOR REVIEW. We recommend use of best management practices specific to your project (See <http://www.fws.gov/daphne/section7/bmp.html>).

(b) (6)

AUG 09 2018

William J. Pearson, Field Supervisor

Date #3

007119

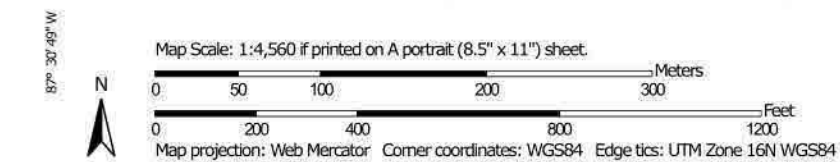


# Appendix C

## Prime Farmland Maps



# Farmland Classification—Perry County, Alabama (Uniontown Sprayfield - Existing)






Farmland Classification—Perry County, Alabama  
(Uniontown Sprayfield - Existing)

# MAP LEGEND

## Area of Interest (AOI)

 Area of Interest (AOI)




## Soils

### Soil Rating Polygons

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season

-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of local importance
-  Farmland of unique importance
-  Not rated or not available

### Soil Rating Lines










-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained

-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60

-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of local importance
-  Farmland of unique importance
-  Not rated or not available

### Soil Rating Points

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season


-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of local importance
-  Farmland of unique importance
-  Not rated or not available

### Water Features



Farmland Classification—Perry County, Alabama  
(Uniontown Sprayfield - Existing)

## MAP INFORMATION

 Streams and Canals

### Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

### Background

 Aerial Photography

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Perry County, Alabama

Survey Area Data: Version 9, Oct 6, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 20, 2011—Nov 10, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.





## Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
KpB	Kipling clay loam, 1 to 5 percent slopes	All areas are prime farmland	47.6	77.4%
SeA	Sucarnoochee silty clay loam, 0 to 1 percent slopes, frequently flooded	Not prime farmland	3.1	5.0%
SoD2	Sumter-Oktibbeha complex, 3 to 8 percent slopes, eroded	Not prime farmland	1.0	1.6%
VaA	Vaiden clay, 0 to 1 percent slopes	All areas are prime farmland	9.9	16.0%
<b>Totals for Area of Interest</b>			<b>61.5</b>	<b>100.0%</b>

## Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

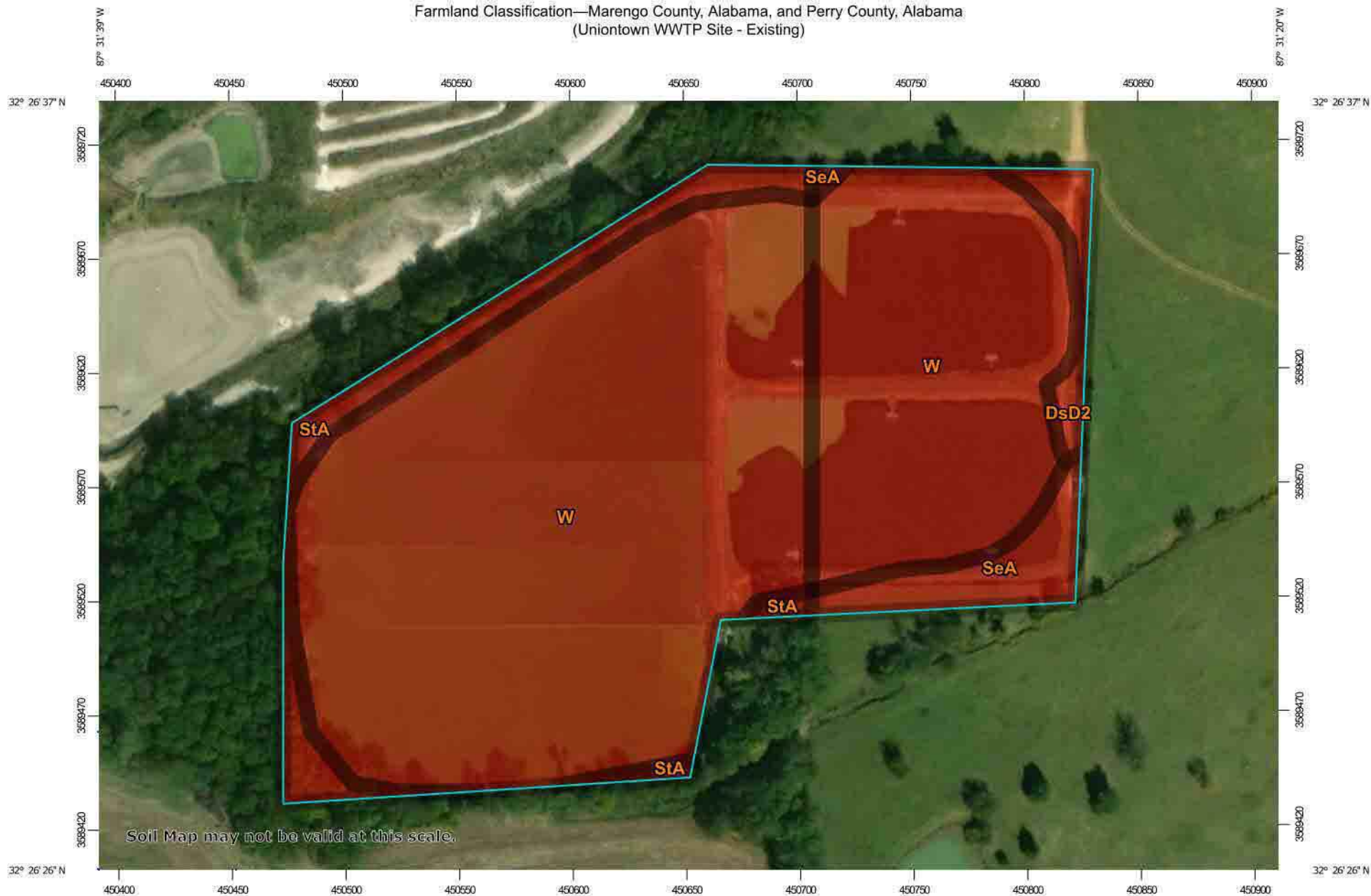
## Rating Options

*Aggregation Method:* No Aggregation Necessary

*Tie-break Rule:* Lower

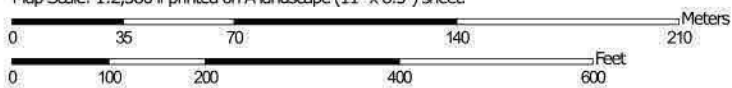


Farmland Classification—Marengo County, Alabama, and Perry County, Alabama  
(Uniontown WWTP Site - Existing)



Soil Map may not be valid at this scale.

Map Scale: 1:2,380 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84



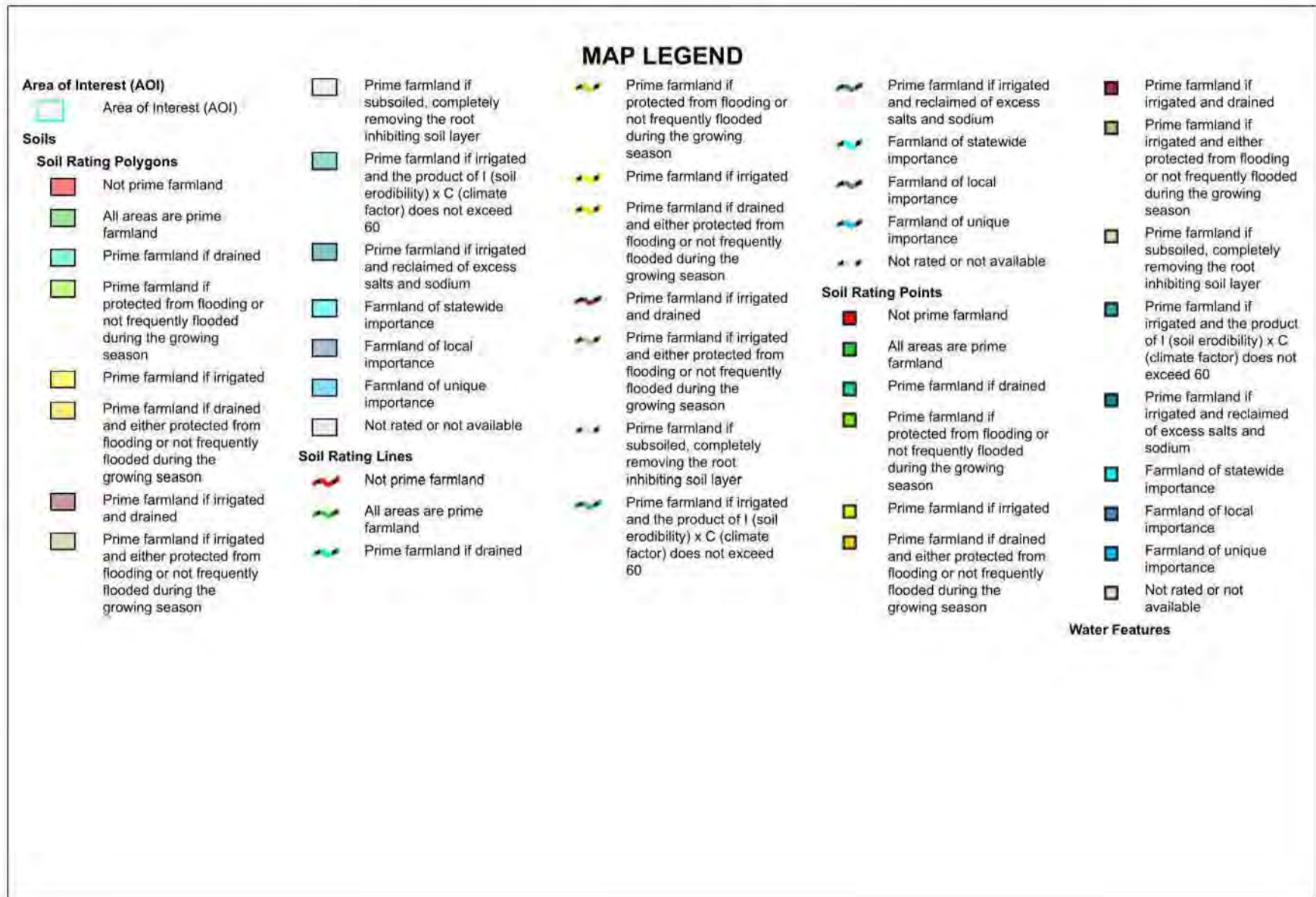
Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey

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Farmland Classification—Marengo County, Alabama, and Perry County, Alabama  
(Uniontown WWTP Site - Existing)





## MAP INFORMATION

 Streams and Canals

### Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

### Background

 Aerial Photography

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Marengo County, Alabama

Survey Area Data: Version 9, Oct 6, 2017

Soil Survey Area: Perry County, Alabama

Survey Area Data: Version 9, Oct 6, 2017

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 20, 2011—Nov 10, 2017





## MAP INFORMATION

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.





## Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
StA	Sucarnoochee silty clay loam, 0 to 1 percent slopes, frequently flooded	Not prime farmland	1.3	7.0%
W	Water	Not prime farmland	11.0	61.0%
<b>Subtotals for Soil Survey Area</b>			<b>12.2</b>	<b>68.0%</b>
<b>Totals for Area of Interest</b>			<b>18.0</b>	<b>100.0%</b>

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
DsD2	Demopolis-Sumter complex, 3 to 8 percent slopes, eroded	Not prime farmland	0.4	2.2%
SeA	Sucarnoochee silty clay loam, 0 to 1 percent slopes, frequently flooded	Not prime farmland	0.8	4.2%
W	Water	Not prime farmland	4.6	25.6%
<b>Subtotals for Soil Survey Area</b>			<b>5.7</b>	<b>32.0%</b>
<b>Totals for Area of Interest</b>			<b>18.0</b>	<b>100.0%</b>

## Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

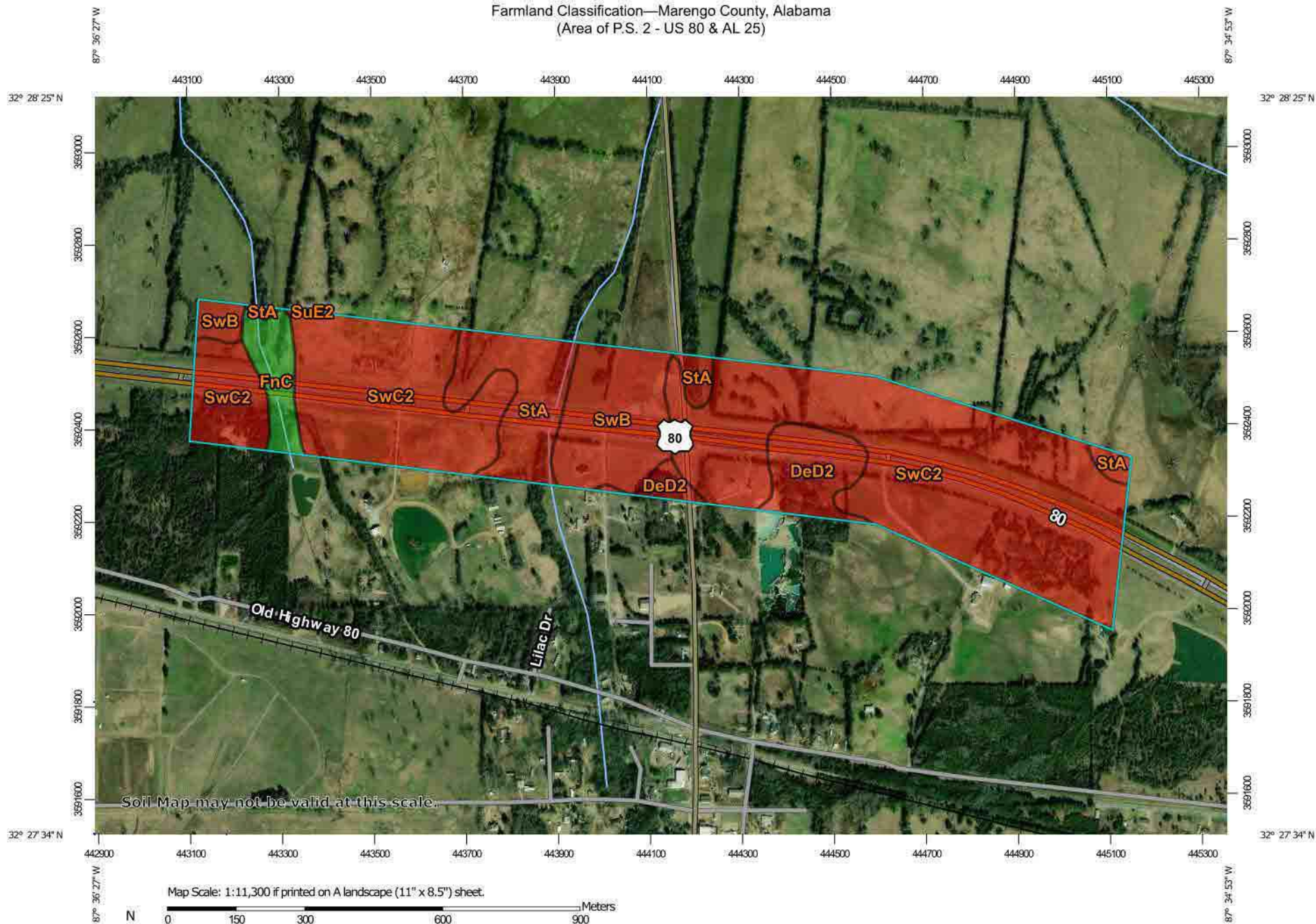
## Rating Options

*Aggregation Method:* No Aggregation Necessary

*Tie-break Rule:* Lower



Farmland Classification—Marengo County, Alabama  
(Area of P.S. 2 - US 80 & AL 25)



Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey


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Farmland Classification—Marengo County, Alabama  
(Area of P.S. 2 - US 80 & AL 25)

# MAP LEGEND

## Area of Interest (AOI)

 Area of Interest (AOI)




## Soils

### Soil Rating Polygons

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season

-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of local importance
-  Farmland of unique importance
-  Not rated or not available

### Soil Rating Lines










-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained

-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60

-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of local importance
-  Farmland of unique importance
-  Not rated or not available

### Soil Rating Points


-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season

-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of local importance
-  Farmland of unique importance
-  Not rated or not available

### Water Features



## MAP INFORMATION

 Streams and Canals

### Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

### Background

 Aerial Photography

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Marengo County, Alabama

Survey Area Data: Version 9, Oct 6, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 20, 2011—Nov 10, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



## Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
DeD2	Demopolis silty clay loam, 3 to 8 percent slopes, eroded	Not prime farmland	10.8	6.6%
FnC	Faunsdale clay loam, 3 to 5 percent slopes	All areas are prime farmland	6.1	3.7%
StA	Sucarnoochee silty clay loam, 0 to 1 percent slopes, frequently flooded	Not prime farmland	17.1	10.5%
SuE2	Sumter silty clay loam, 5 to 12 percent slopes, eroded	Not prime farmland	0.0	0.0%
SwB	Sumter-Watsonia complex, 1 to 3 percent slopes	Not prime farmland	19.1	11.7%
SwC2	Sumter-Watsonia complex, 3 to 8 percent slopes, eroded	Not prime farmland	110.1	67.5%
<b>Totals for Area of Interest</b>			<b>163.2</b>	<b>100.0%</b>

## Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

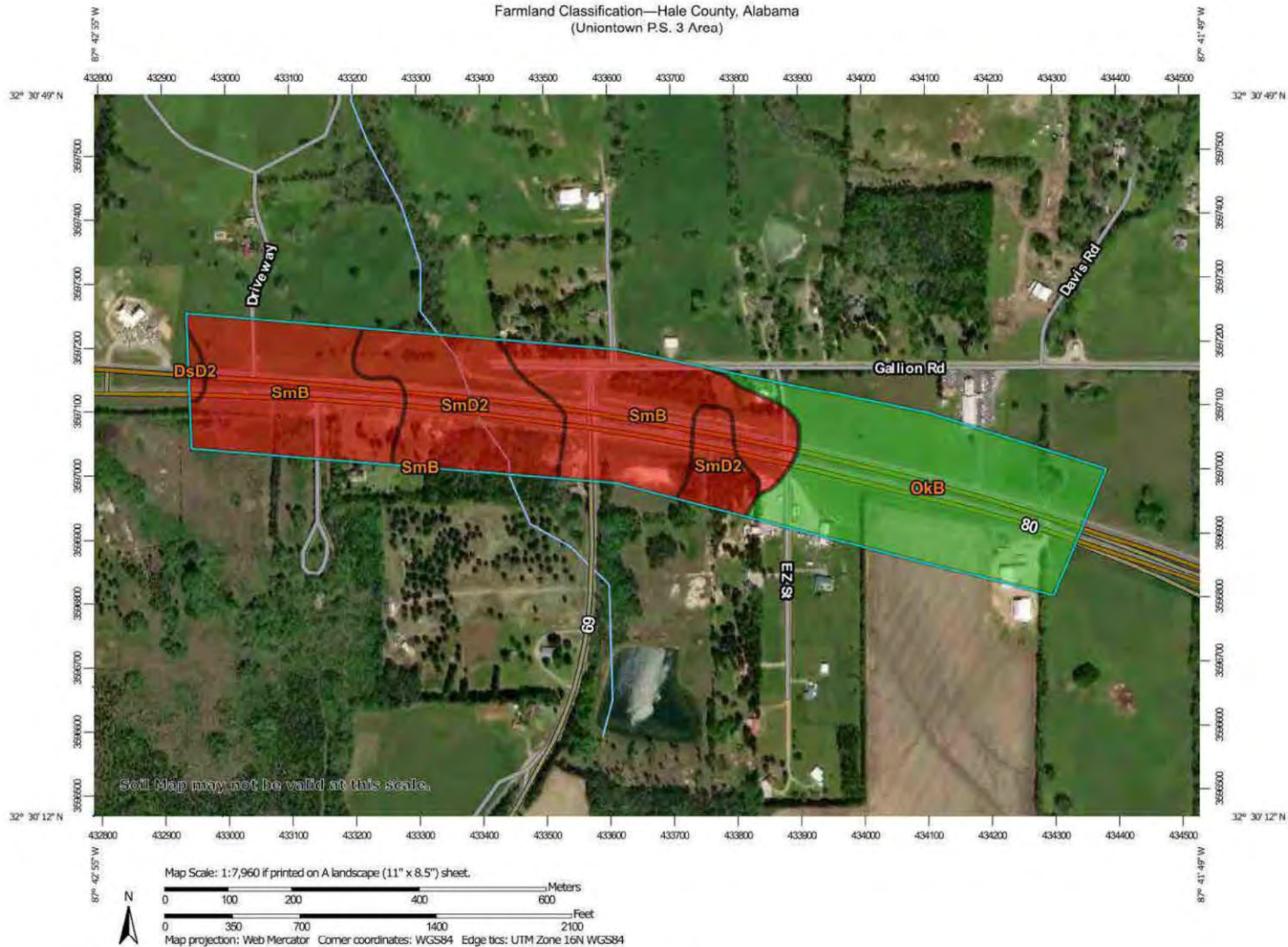
## Rating Options

*Aggregation Method:* No Aggregation Necessary

*Tie-break Rule:* Lower



# Farmland Classification—Hale County, Alabama (Uniontown P.S. 3 Area)



Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey


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Farmland Classification—Hale County, Alabama  
(Uniontown P.S. 3 Area)

# MAP LEGEND


## Area of Interest (AOI)

 Area of Interest (AOI)




## Soils

### Soil Rating Polygons

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season

-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of local importance
-  Farmland of unique importance
-  Not rated or not available

### Soil Rating Lines










-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained

-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60

-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of local importance
-  Farmland of unique importance
-  Not rated or not available

### Soil Rating Points


-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season

-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of local importance
-  Farmland of unique importance
-  Not rated or not available

### Water Features



## MAP INFORMATION

 Streams and Canals

### Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

### Background

 Aerial Photography

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Hale County, Alabama

Survey Area Data: Version 13, Oct 4, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 20, 2011—Nov 10, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



## Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
DsD2	Demopolis-Sumter complex, 3 to 8 percent slopes, eroded	Not prime farmland	0.5	0.7%
OkB	Okolona silty clay loam, 0 to 3 percent slopes	All areas are prime farmland	27.2	36.0%
SmB	Sumter silty clay loam, 1 to 3 percent slopes	Not prime farmland	31.6	41.7%
SmD2	Sumter silty clay loam, 3 to 8 percent slopes, moderately eroded	Not prime farmland	16.4	21.7%
<b>Totals for Area of Interest</b>			<b>75.7</b>	<b>100.0%</b>

## Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

## Rating Options

*Aggregation Method:* No Aggregation Necessary

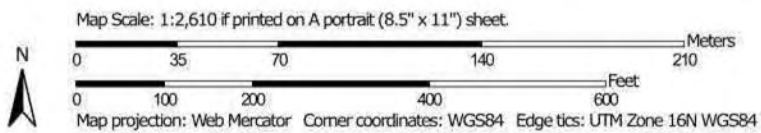
*Tie-break Rule:* Lower



Farmland Classification—Marengo County, Alabama  
(Demopolis Easement)



Soil Map may not be valid at this scale.



Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey


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Farmland Classification—Marengo County, Alabama  
(Demopolis Easement)

# MAP LEGEND

## Area of Interest (AOI)

 Area of Interest (AOI)




## Soils

### Soil Rating Polygons

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season

-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of local importance
-  Farmland of unique importance
-  Not rated or not available

### Soil Rating Lines










-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained

-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60

-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of local importance
-  Farmland of unique importance
-  Not rated or not available

### Soil Rating Points


-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season

-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of local importance
-  Farmland of unique importance
-  Not rated or not available

### Water Features



## MAP INFORMATION

 Streams and Canals

### Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

### Background

 Aerial Photography

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Marengo County, Alabama

Survey Area Data: Version 9, Oct 6, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 20, 2011—Nov 10, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



## Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
StA	Sucarnoochee silty clay loam, 0 to 1 percent slopes, frequently flooded	Not prime farmland	0.1	3.5%
VdA	Vaiden silty clay, 0 to 1 percent slopes	All areas are prime farmland	2.4	96.5%
<b>Totals for Area of Interest</b>			<b>2.5</b>	<b>100.0%</b>

## Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

## Rating Options

*Aggregation Method:* No Aggregation Necessary

*Tie-break Rule:* Lower



## Appendix D

### Floodplain Maps



# National Flood Hazard Layer FIRMette



32°26'49.59"N



USGS The National Map: Orthoimagery. Data refreshed October 2017. Feet 1:6,000 0 250 500 1,000 1,500 2,000

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/5/2018 at 5:31:58 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmapped areas may not be used for regulatory purposes.

007143



# National Flood Hazard Layer FIRMette



32°28'15.92"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/5/2018 at 5:36:50 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmapped areas may not be used for regulatory purposes.

007144

USGS The National Map, Orthoimagery. Data refreshed October 2017.

0 250 500 1,000 1,500 2,000 Feet 1:6,000

32°27'45.56"N

87°35'20.51"W



# National Flood Hazard Layer FIRMMette



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
MAP PANELS		Coastal Transect
		Base Flood Elevation Line (BFE)
OTHER FEATURES		Limit of Study
		Jurisdiction Boundary
OTHER FEATURES		Coastal Transect Baseline
		Profile Baseline
OTHER FEATURES		Hydrographic Feature
		Digital Data Available
MAP PANELS		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/5/2018 at 5:40:28 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmapped areas may be used for regulatory purposes.

32°30'46.43"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

32°30'16.08"N

87°42'5.83"W

007145



# Appendix E

## Wetlands Inventory Maps

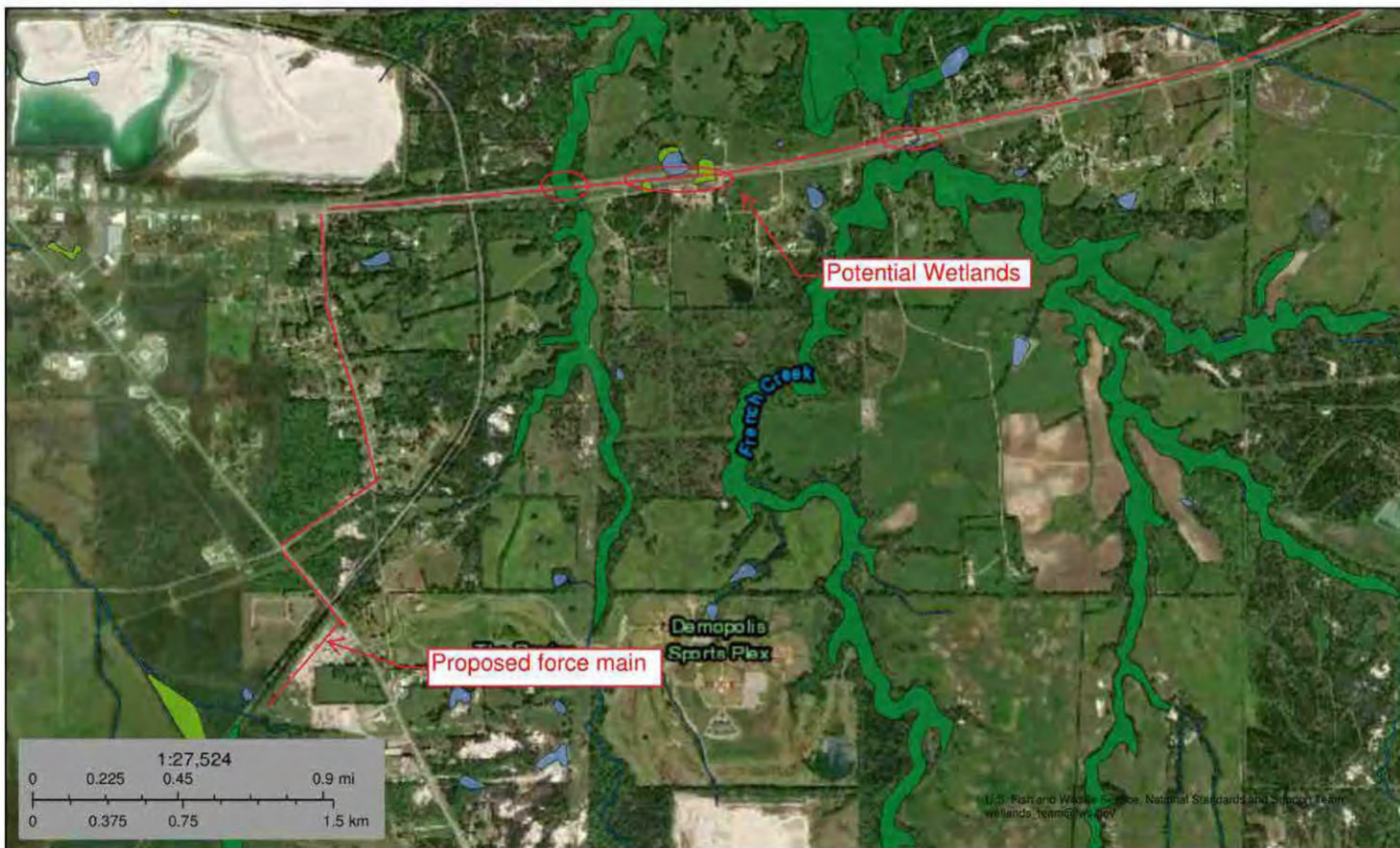




U.S. Fish and Wildlife Service

# National Wetlands Inventory

## Map 1, West-most Extent



September 5, 2018

### Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

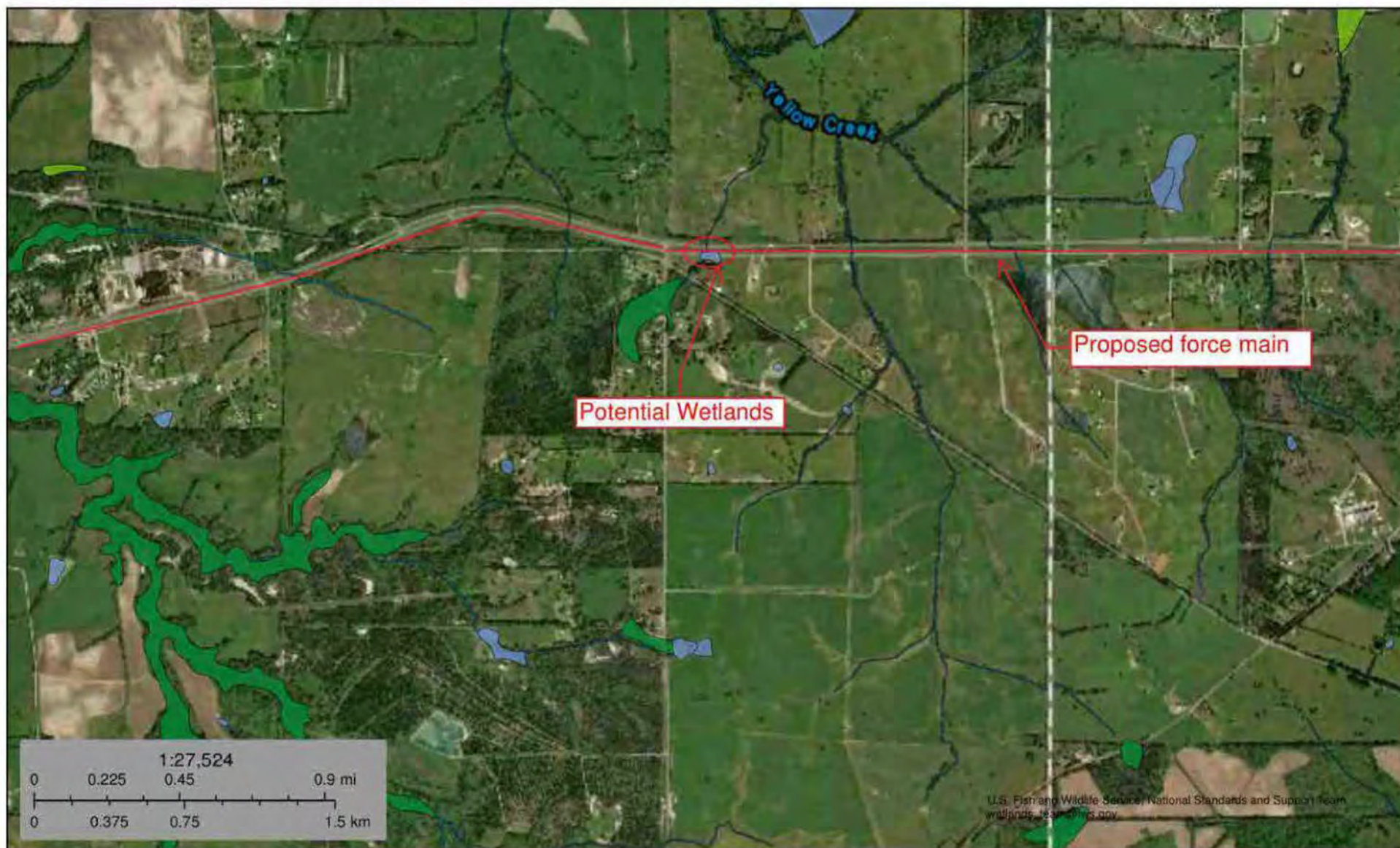
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

007147

National Wetlands Inventory (NWI)  
This page was produced by the NWI mapper





September 5, 2018

**Wetlands**

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

**007148**

National Wetlands Inventory (NWI)  
This page was produced by the NWI mapper





September 5, 2018

**Wetlands**

Estuarine and Marine Deepwater

Estuarine and Marine Wetland

Freshwater Emergent Wetland

Freshwater Forested/Shrub Wetland

Freshwater Pond

Lake

Other

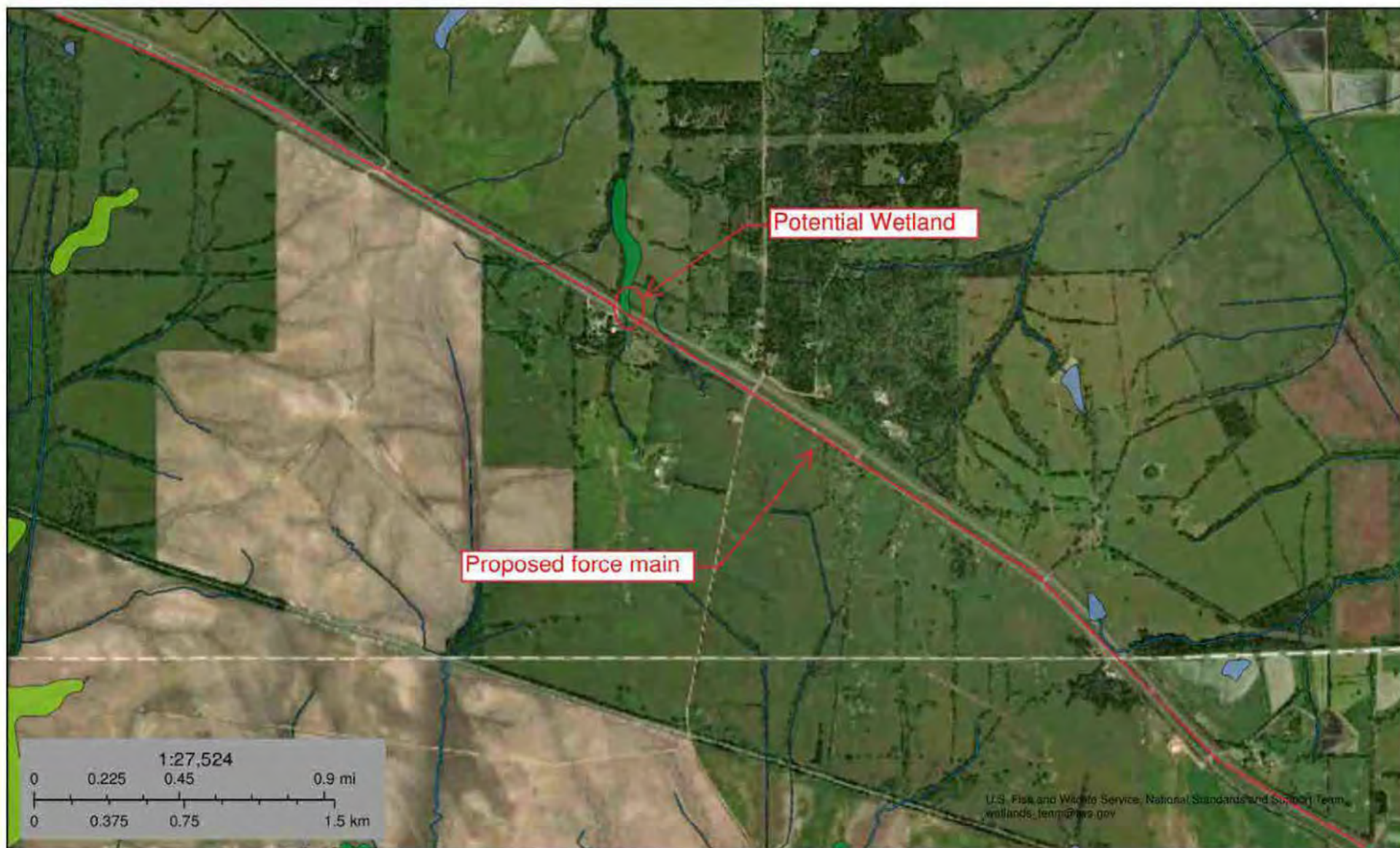
Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

**007149**

National Wetlands Inventory (NWI)  
This page was produced by the NWI mapper





September 5, 2018

**Wetlands**

Estuarine and Marine Deepwater

Estuarine and Marine Wetland

Freshwater Emergent Wetland

Freshwater Forested/Shrub Wetland

Freshwater Pond

Lake

Other

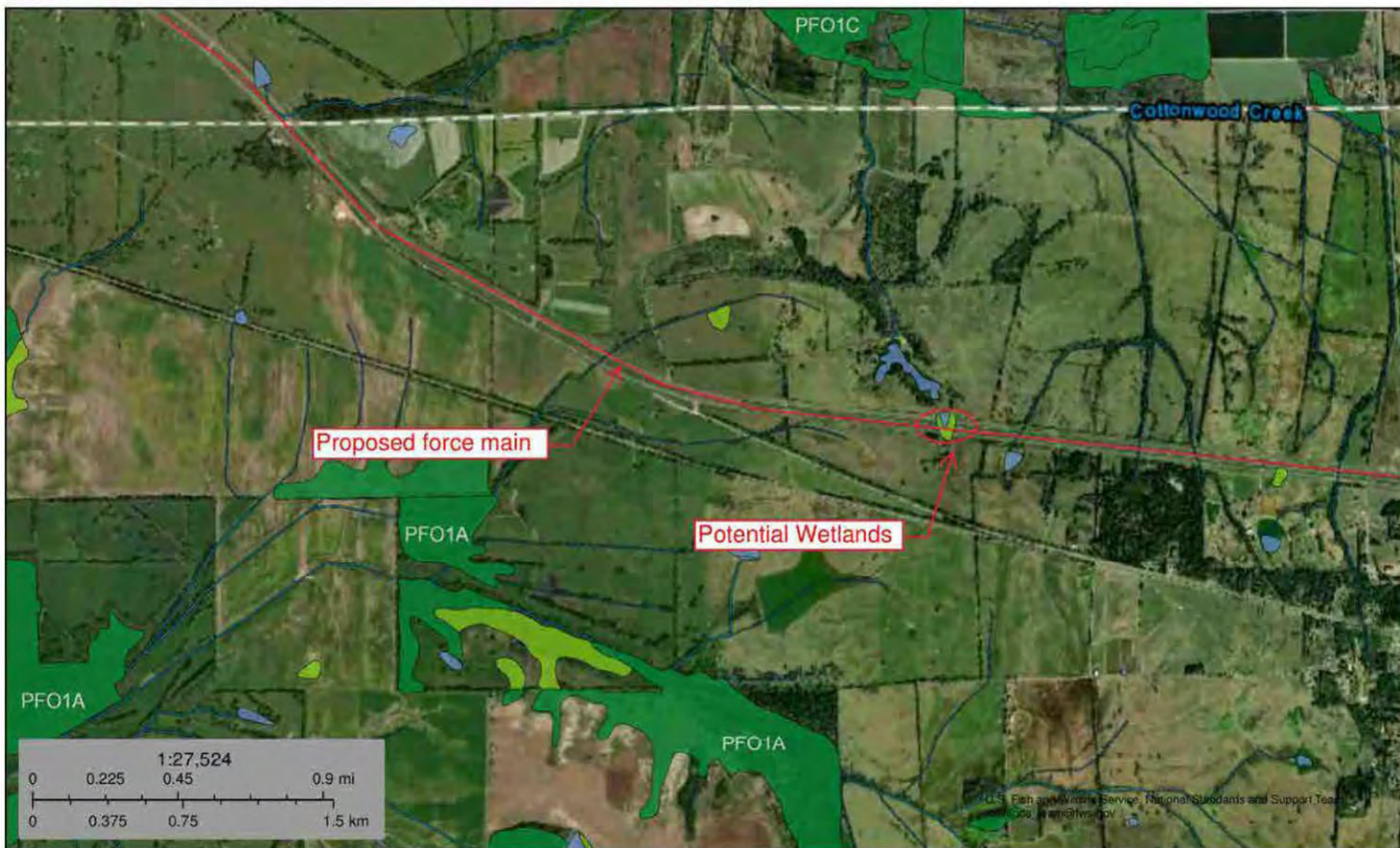
Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

**007150**

National Wetlands Inventory (NWI)  
This page was produced by the NWI mapper





September 5, 2018

**Wetlands**

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

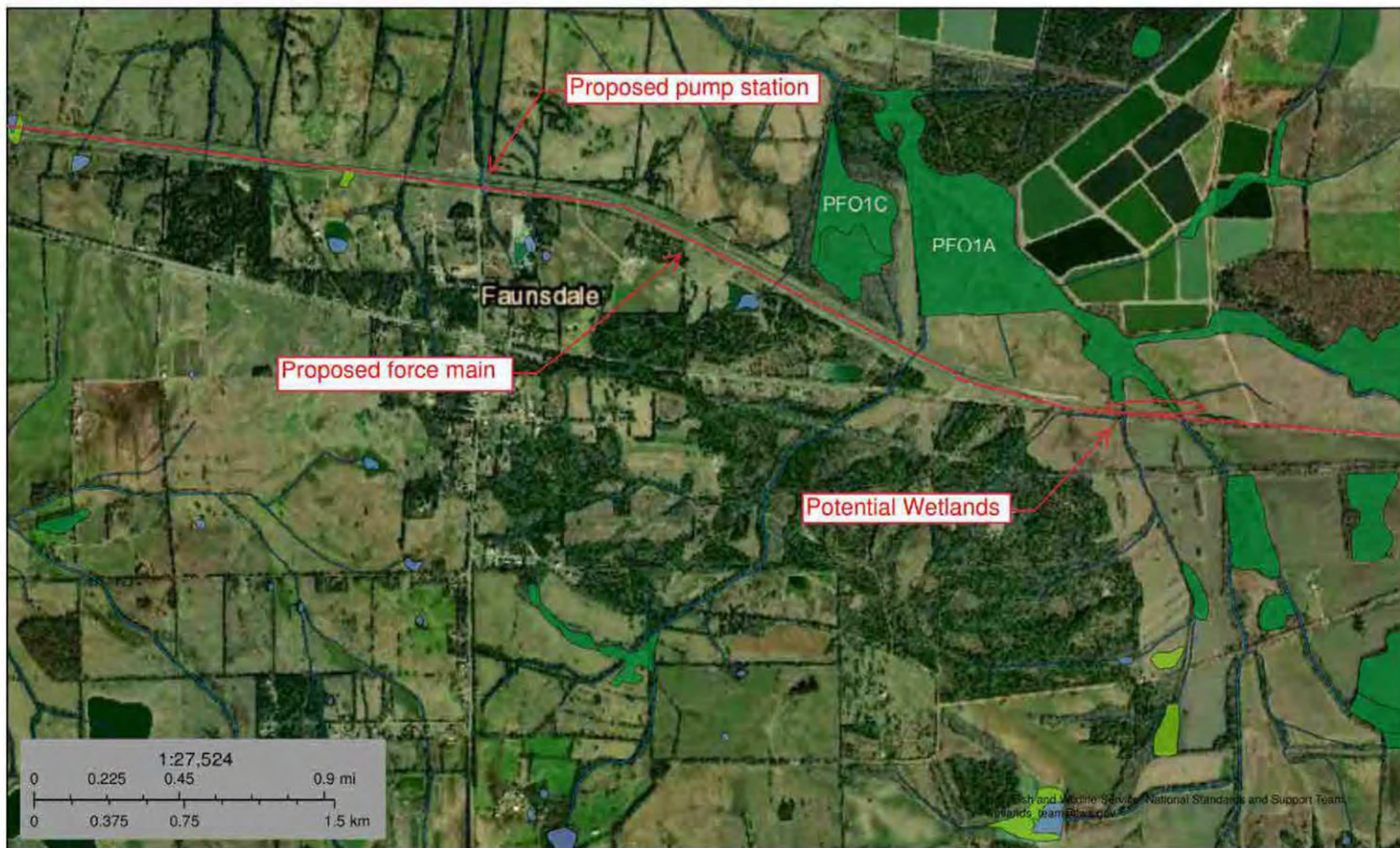
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

**007151**

National Wetlands Inventory (NWI)  
This page was produced by the NWI mapper





September 5, 2018

**Wetlands**

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

**007152**

National Wetlands Inventory (NWI)  
This page was produced by the NWI mapper

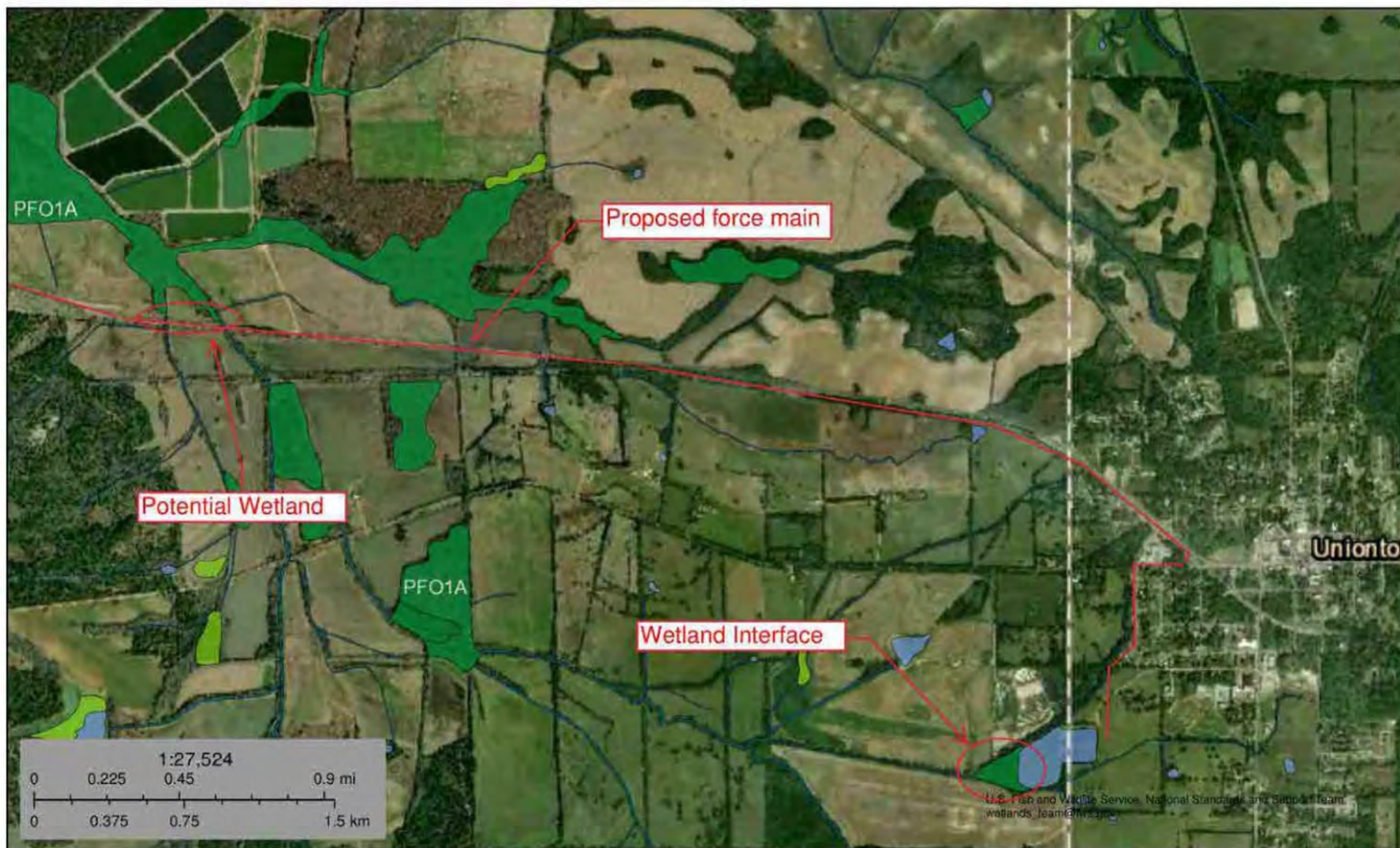




U.S. Fish and Wildlife Service

# National Wetlands Inventory

## Map 7, East-most Extent



September 5, 2018

### Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

007153

National Wetlands Inventory (NWI)  
This page was produced by the NWI mapper



Appendix F

Programmatic Agreement between  
SHPO and Rural Development



**PROGRAMMATIC AGREEMENT  
BETWEEN  
THE UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT  
AND  
THE ALABAMA HISTORICAL COMMISSION**

WHEREAS, USDA Rural Development in Alabama and the Alabama State Historic Preservation Office (SHPO) have determined that certain actions performed by USDA Rural Development with federal funds will not have an effect on properties listed on or eligible for the National Register of Historic Places (NR); and

WHEREAS, USDA Rural Development and the SHPO have defined in this agreement those activities which will not require individual consultation with the SHPO; and

WHEREAS, USDA Rural Development and the SHPO have defined in this agreement stipulations which would provide for the protection of unexpected discovery of significant resources pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470f) and the Advisory Council on Historic Preservation's (Council) regulations, 36 CFR Part 800;

NOW, THEREFORE, USDA Rural Development and the SHPO agree that the following undertaking shall take place without further consultation with the SHPO except for those items specifically stipulated.

**EXCLUDED ACTIVITIES**

The following activities may proceed without individual comment from the SHPO.

1. Pipelines within existing and/or disturbed right-of-ways.
2. Pump stations immediately adjacent to existing right-of-ways and comprising of less than one acre.
3. Water tank sites immediately adjacent to existing right-of-ways and comprising of less than one acre.
4. Water tank sites comprising of less than one acre for which an access road already exists.

**STIPULATIONS**

---

USDA Rural Development shall ensure that consultation with the SHPO shall take place for individual activities for the following exceptions.

1. Pipelines and pump stations clearly not adjacent to existing and disturbed right-of-ways.
2. Pump stations or tank sites which are located adjacent to or within view of any structure over 50 years old.



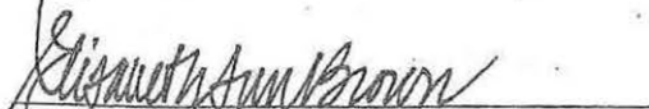
## DISCOVERY

Should any historic resources be discovered in the process of the project activities, work shall cease and the SHPO shall be notified immediately.

Execution of this agreement and carrying out its terms evidences that USDA Rural Development has afforded the Council a reasonable opportunity to comment and USDA Rural Development has taken into account the effects of its activities on historic properties.

  
\_\_\_\_\_  
Horace H. Horn, Jr., State Director  
USDA Rural Development

2/23/98  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Elizabeth Ann Brown  
Deputy State Historic Preservation Officer

2/23/98  
\_\_\_\_\_  
Date

\_\_\_\_\_  
John Fowler, Executive Director  
Advisory Council on Historic Preservation

\_\_\_\_\_  
Date



Appendix G  
Official Species List, Determinations,  
and letter from the USF&WS





## United States Department of the Interior

FISH AND WILDLIFE SERVICE  
Alabama Ecological Services Field Office  
1208 B Main Street  
Daphne, AL 36526-4419  
Phone: (251) 441-5181 Fax: (251) 441-6222



In Reply Refer To:

September 06, 2018

Consultation Code: 04EA1000-2018-SLI-1257

Event Code: 04EA1000-2018-E-03533

Project Name: Uniontown Sewer System

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

### To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. Please note that new information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.).

Note that due to the volume of emails received by our office, we cannot accept project consultation requests by email.

Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Also note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the process and consultation under the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 et seq.), Federal agencies are required to utilize their authorities to carry out programs

**007158**



for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 et seq.), and projects affecting these species may require development of an eagle conservation plan ([http://www.fws.gov/windenergy/eagle\\_guidance.html](http://www.fws.gov/windenergy/eagle_guidance.html)). Additionally, wind energy projects should follow the wind energy guidelines (<http://www.fws.gov/windenergy/>) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at:

<http://www.fws.gov/migratorybirds/pdf/management/usfwscommunicationtowerguidance.pdf>

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

We can be reached at:

US Fish and Wildlife Service

1208 Main Street

Daphne, AL 36526



Attachment(s):

- Official Species List



## Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

**Alabama Ecological Services Field Office**

1208 B Main Street

Daphne, AL 36526-4419

(251) 441-5181



## Project Summary

Consultation Code: 04EA1000-2018-SLI-1257

Event Code: 04EA1000-2018-E-03533

Project Name: Uniontown Sewer System

Project Type: WASTEWATER PIPELINE

Project Description: Rehabilitation of the collection system in Uniontown, Construction of a force main to Demopolis, and decommissioning of the existing treatment lagoons and effluent sprayfield.

### Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/32.476073251348026N87.63881425720774W>



Counties: Hale, AL | Marengo, AL | Perry, AL



## Endangered Species Act Species

There is a total of 4 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries<sup>1</sup>, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

- 
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

## Mammals

NAME	STATUS
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/9045">https://ecos.fws.gov/ecp/species/9045</a>	Threatened

## Birds

NAME	STATUS
Wood Stork <i>Mycteria americana</i> Population: AL, FL, GA, MS, NC, SC No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/8477">https://ecos.fws.gov/ecp/species/8477</a>	Threatened



## Clams

NAME	STATUS
Inflated Heelsplitter <i>Potamilus inflatus</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/7286">https://ecos.fws.gov/ecp/species/7286</a>	Threatened
Southern Clubshell <i>Pleurobema decisum</i> There is <b>final</b> critical habitat for this species. Your location is outside the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/6113">https://ecos.fws.gov/ecp/species/6113</a>	Endangered

## Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.





United States Department of Agriculture  
Rural Development

SUBJECT: Uniontown Sewer System Rehabilitation and Force Main

TO: Project File

September 6, 2018

FROM: John E. Taylor  
State Environmental Coordinator

In accordance with Section 7 of the Endangered Species Act, the Agency is hereby making the following findings based on informal consultation with U.S. Fish and Wildlife Service by a consultant preparing an environmental document:

Species	Critical Habitat	Status	Notes	ESA Determination
Northern Long-eared Bat <i>Myotis septentrionalis</i>	No	Threatened	No tree cutting	No Effect
Wood Stork <i>Mycteria americana</i>	No	Threatened	No suitable habitat	No Effect
Inflated Heelsplitter <i>Potamilus inflatus</i>	No	Threatened	No suitable habitat	No Effect
Southern Clubshell <i>Pleurobema decisum</i>	Yes	Endangered	No suitable habitat	No Effect

4121 Carmichael Road, Suite 601 • Montgomery, AL 36106  
Phone: (334) 279-3615 • Fax: 855-304-8457 • [www.rurdev.usda.gov/al](http://www.rurdev.usda.gov/al)

USDA is an equal opportunity provider and employer.

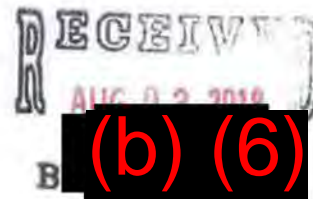
If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

**007165**



NEW TA  
EC  
2018-TA-1133

(b) (6)



July 25, 2018

Mr. William Pearson  
U.S. Fish and Wildlife Services  
1208-B Main Street  
Daphne, Alabama 36526

Dear Sir:

The City of Uniontown Water and Sewage Authority is in the process of performing an environmental review pursuant to the National Environmental Policy Act for USDA Rural Utilities Service in order that it may assess the environmental impacts of the waste water system expansion. The project being proposed is to rehabilitate the existing collection system as well as install a force main from Uniontown, Alabama, along US highway 80 to Demopolis, Alabama. All work will be within the existing collection system and within existing right-of-way along US highway 80, Old Springhill Road, and Alabama Highway 13 in Demopolis.

We request a list of any federally-listed or proposed threatened or endangered species and designated or proposed critical habitat that may be present in the project area. In addition, please advise us of any present concerns you may have related to possible effects of the project listed above on such species or critical habitat, as well as any other wildlife concerns.

If you need any further information or wish to discuss our project, please contact Mr. Nivory Gordon at USDA Rural Development in Camden, Alabama at (334) 682-4116, Extension 109.

If you have any questions, please call (b) (6)

Sincerely,

SENTELL ENGINEERING, INC.

(b) (6)

Ed Morris



U.S. Fish and Wildlife Service  
1208-B Main Street - Daphne, Alabama 36526  
Phone: 251-441-5181 Fax: 251-441-6222

No federally listed species/critical habitat are known to occur in the project area. As described, the project will have no significant impact on fish and wildlife resources. IF PROJECT DESIGN CHANGES ARE MADE, PLEASE SUBMIT NEW PLANS FOR REVIEW. We recommend use of best management practices specific to your project (See <http://www.fws.gov/daphne/section7/bmp.html>).

(b) (6)

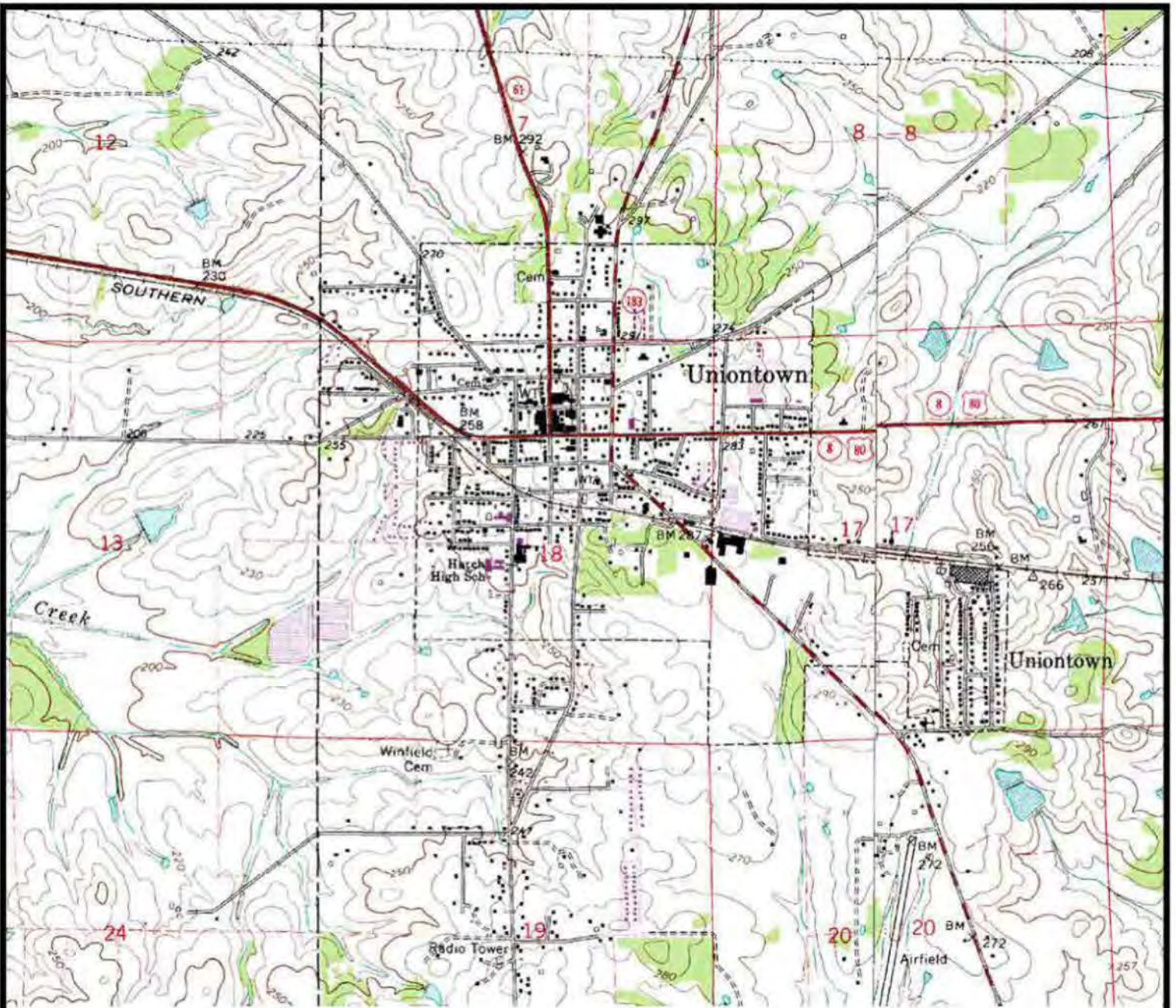
AUG 09 2018

William J. Pearson, Field Supervisor

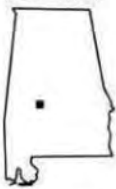
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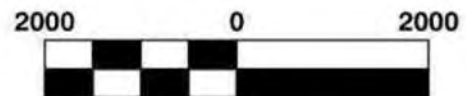


ALABAMA



Vicinity of Project

UNIONTOWN WEST QUADRANGLE  
7.5 MINUTE SERIES TOPOGRAPHIC MAP  
S: 19 & 30 T: 17N R: 6 W



Scale 1" = 2,000 ft



**Sentell  
Engineering  
Inc.**

City of Uniontown  
Collection System Repairs  
Location Map  
Perry County, Alabama

FIGURE

01

007167







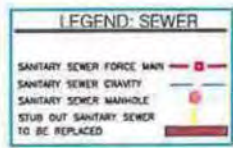








See Sheet 10

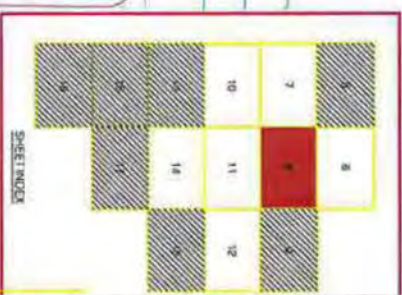
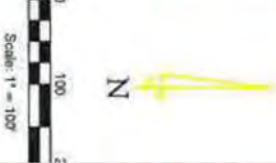
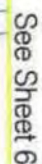
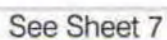
 $\bar{V} = 10$ 

UNIONTOWN SANITARY SEWER REHABILITATION  
PERRY COUNTY, ALABAMA



[www.santell.net](http://www.santell.net)





# UNIONTOWN SANITARY SEWER REHABILITATION

## PERRY COUNTY, ALABAMA

PERRY COUNTY, ALABAMA



639 Black Bears Way  
Tuscaloosa, AL 35401  
Phone (205) 752-5564  
www.sentell.net

Phone (205) 752-5564  
www.sentell.net

www.senteil.net

See Sheet 11

## SEWER LINE & MANHOLE LAYOUT

8 OF 18

[illegible]







See Sheet 10

See Sheet 8

See Sheet 12

UNIONTOWN SANITARY SEWER REHABILITATION  
PERRY COUNTY, ALABAMA



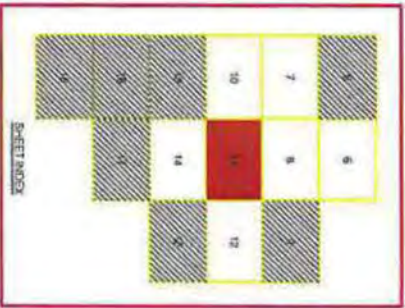
**SENTELL**  
ENGINEERING  
CIVIL . STRUCTURAL . ENVIRONMENTAL . SURVEYING  
639 Black Bears Way  
Tuscaloosa, AL 35401  
Phone (205) 752-5564  
www.sentell.net

N



LEGEND - SEWER

	SEWER FORCE MAIN
	SEWER GRAVITY
	SEWER MANHOLE
	STUB OUT SANITARY SEWER TO BE REPLACED



See Sheet 14

SEWER LINE & MANHOLE LAYOUT

11 OF 18

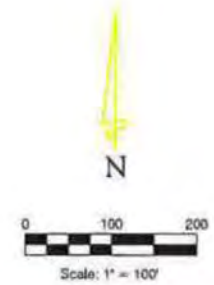
007174







See Sheet 10

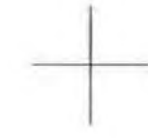
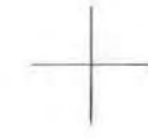
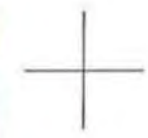


LEGEND: SEWER

SANITARY SEWER FORCE MAIN	—●—
SANITARY SEWER GRAVITY	—
SANITARY SEWER MANHOLE	○
STUB OUT SANITARY SEWER TO BE REPLACED	—■—

SHEET INDEX

5	6	
7	8	9
10	11	12
13	14	15
16	17	
18		



See Sheet 16

See Sheet 14

SEWER LINE & MANHOLE LAYOUT

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Tuscaloosa, AL 35401  
Phone (205) 752-2564  
www.sentell.net



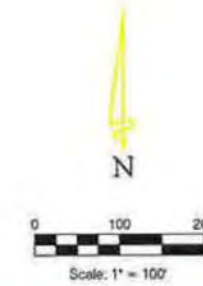
UNIONTOWN SANITARY SEWER REHABILITATION  
PERRY COUNTY, ALABAMA

DATE	02-09-2018
BY	14-043
CHECKED	GLS
DESIGNED	ED
DATE	02-09-2018
BY	14-043
CHECKED	GLS
DESIGNED	ED

007176  
13 OF 18



See Sheet 11

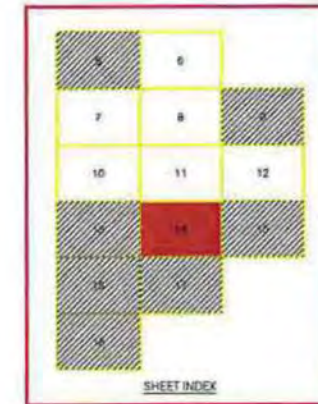


LEGEND: SEWER

SANITARY SEWER FORCE MAIN  
SANITARY SEWER GRAVITY  
SANITARY SEWER MANHOLE  
STUB OUT SANITARY SEWER  
TO BE REPLACED

LEGEND: WATER

EXISTING WATER LINE  
EXISTING WATER VALVE  
EXISTING WATER METER  
EXISTING FIRE HYDRANT  
CAP FOR WATER MAIN



SHEET INDEX

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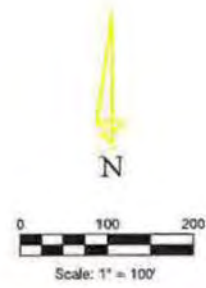
**UNIONTOWN SANITARY SEWER REHABILITATION**  
PERRY COUNTY, ALABAMA

ISSN	0303-4053
ISSN-E	1469-7524
ISSN-I	1469-7524
ISSN-O	1469-7524
ISSN-P	1469-7524
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ISSN-EG	1469-7524
ISSN-EH	1469-7524
ISSN-EI	1469-7524
ISSN-EJ	1469-7524
ISSN-EK	1469-7524

**SEWER LINE & MANHOLE LAYOUT** **007177**  
1"=100'



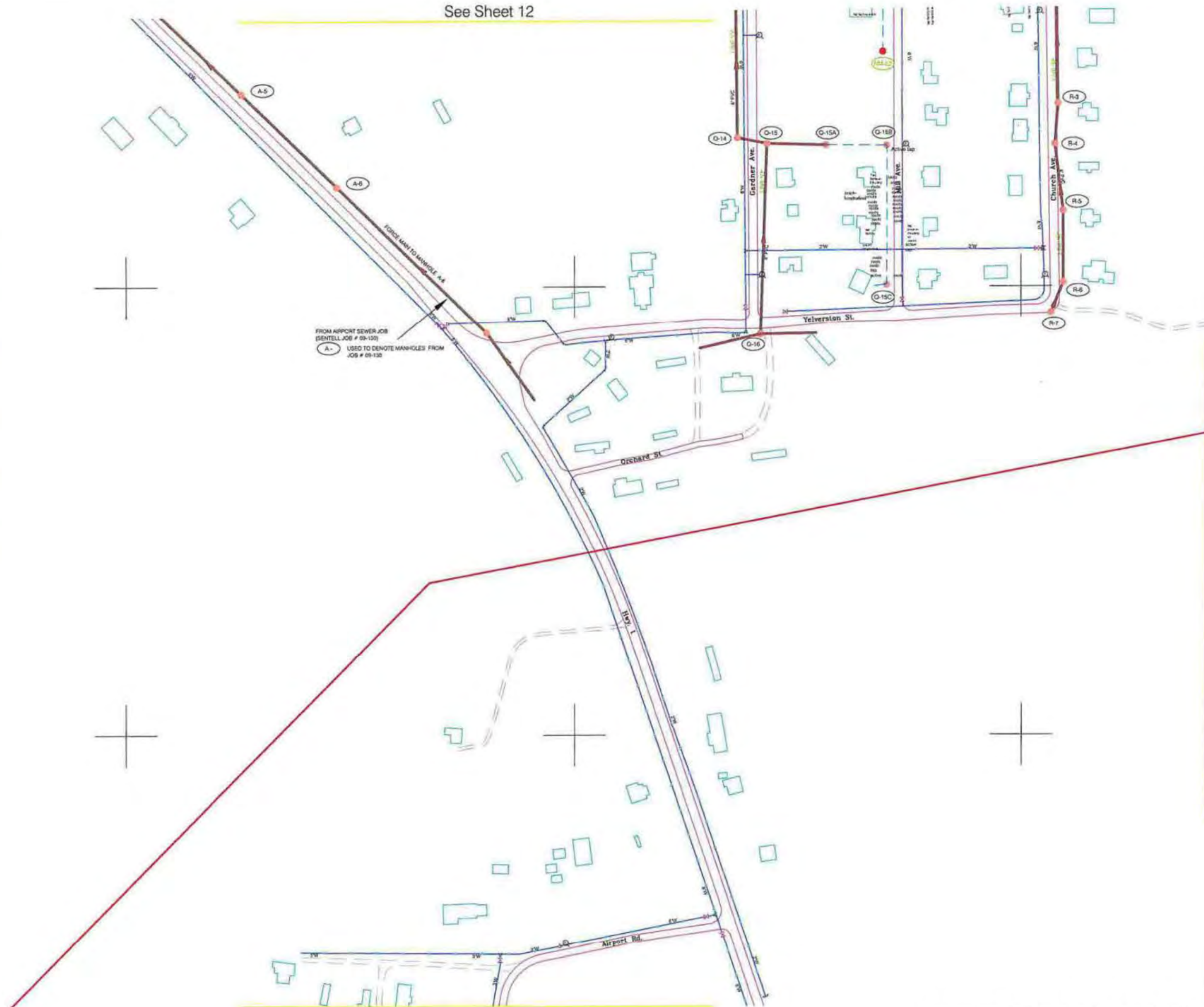
See Sheet 12



LEGEND: SEWER	
SANITARY SEWER FORCE MAIN	—
SANITARY SEWER GRAVITY	- - -
SANITARY SEWER MANHOLE	○
STUB OUT SANITARY SEWER TO BE REPLACED	—

5	6	
7	8	9
10	11	12
13	14	15
16	17	18
19		

SHEET INDEX



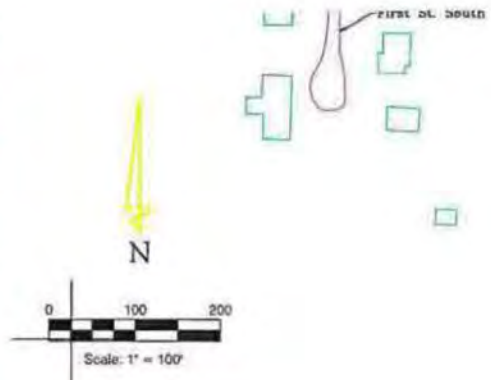
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**UNIONTOWN SANITARY SEWER REHABILITATION**  
PERRY COUNTY, ALABAMA

DATE	
BY	
CHECKED	GLS
DATE	03-09-2018
FOR	14-043





LEGEND: SEWER	
SANITARY SEWER FORCE MAIN	—●—
SANITARY SEWER GRAVITY	—
SANITARY SEWER MANHOLE	○
STUB OUT SANITARY SEWER TO BE REPLACED	—■—

5	6	
7	8	9
10	11	12
13	14	15
16	17	
18		

SHEET INDEX

See Sheet 13

See Sheet 18



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**UNIONTOWN SANITARY SEWER REHABILITATION**  
PERRY COUNTY, ALABAMA

DATE	
BY	
CHECKED	
DATE	
APPROVED	
DATE	

007179



See Sheet 14



**LEGEND: SEWER**

SANITARY SEWER FORCE MAIN — ■ — ■  
SANITARY SEWER CATCHER — ● — ●  
SANITARY SEWER MANHOLE — ○ — ○  
STAKE OUT SANITARY SEWER TO BE REPLACED — ■ — ■

10x10 grid with numbers 1-18 placed in various cells. The grid is outlined in yellow. The numbers are: Row 1: 5, 6, 8; Row 2: 7, 9, 10; Row 3: 10, 11, 12; Row 4: 13, 14, 15; Row 5: 16, 17, 18. The cell containing 17 is shaded red.

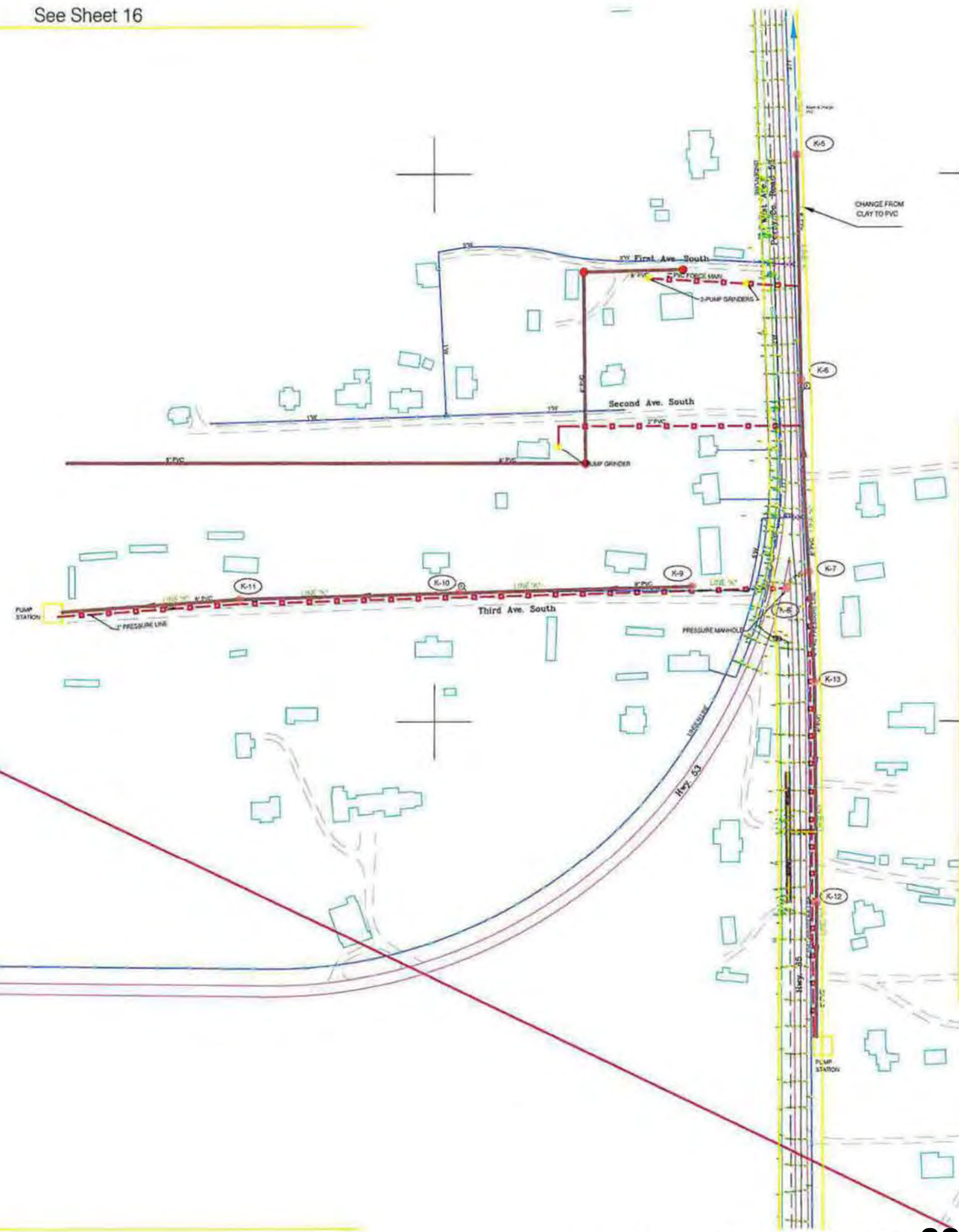
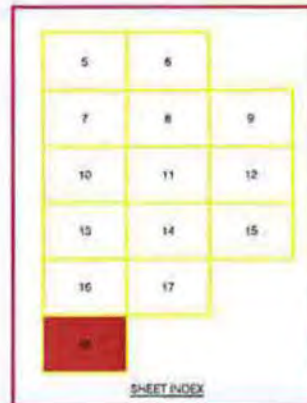
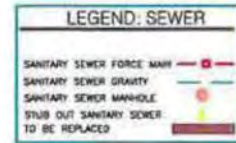
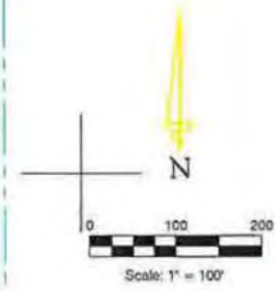
**SHEET INDEX**

**UNIONTOWN SANITARY SEWER REHABILITATION**  
PERRY COUNTY, ALABAMA





See Sheet 16



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UNIONTOWN SANITARY SEWER REHABILITATION  
PERRY COUNTY, ALABAMA

DATE	03-09-2018
TIME	16:43
DRIVER	ED
CHECKED	GLS
DATE	03-09-2018
TIME	16:43

**SEWER LINE & MANHOLE LAYOUT** 007181

007181

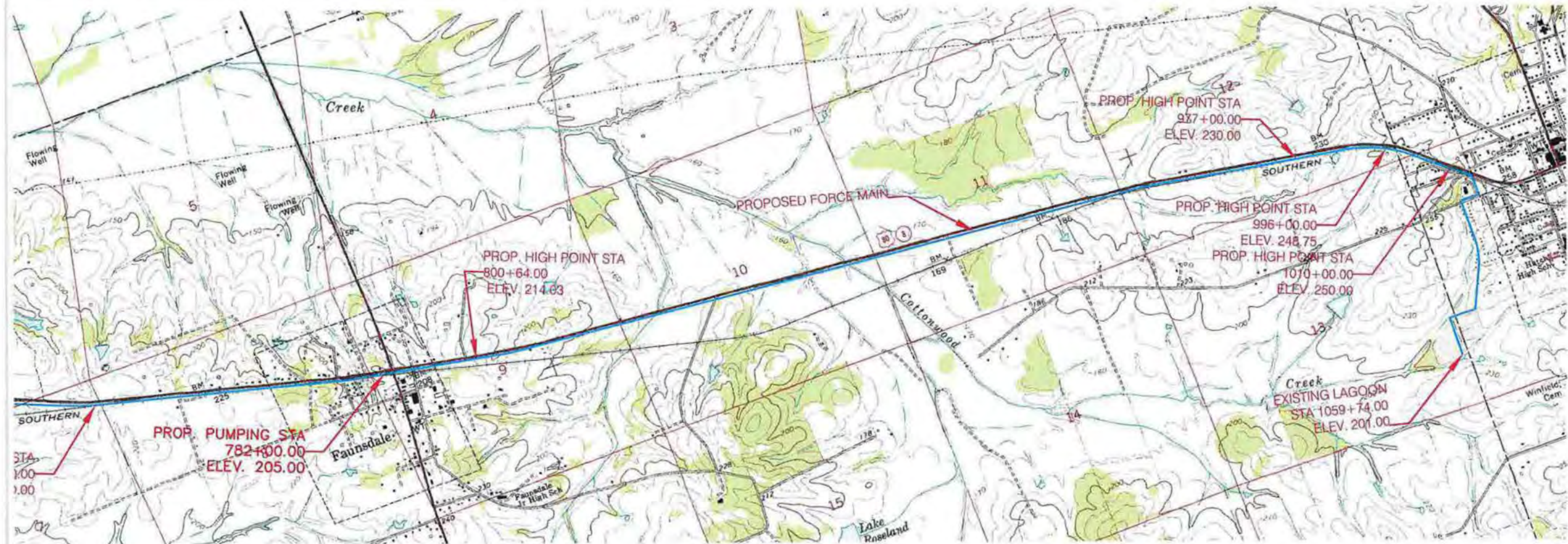












**CITY OF UNIONTOWN**  
PROPOSED FORCE MAIN FROM UNIONTOWN TO DEMOPOLIS  
UNIONTOWN, ALABAMA

DESCRIPTION	
DATE	
NO.	
DRAWN	KSP/ED
CHECKED	GLS
DATE	7-19-18
JOB NO.	14-043
SHEET	3 OF 3

**PROPOSED FORCE MAIN FROM  
UNIONTOWN TO DEMOPOLIS**  
1"=200'





**From:** [Primrose, Edna - RD, Washington, DC](#)  
**To:** [Beeker, Chris - RD, Montgomery, AL](#); [Bowen, Allen - RD, Montgomery, AL](#); [Barringer, Scott - RD, Washington, DC](#); [Schindler, Nicole - RD, Washington, DC](#); [Nielson, Hal - RD, Washington, UT](#); [Castille, Carrie - RD, Alexandria, LA](#)  
**Subject:** Uniontown, AL Conf Call

---

The purpose of the call is to get an update from AL re: the Uniontown project and to learn of National Office assistance needed.

**007185**



**From:** [Hale, Stan - RD, Montgomery, AL](#)  
**To:** [Baker, Shelley - RD, Montgomery, AL](#)  
**Cc:** [Bowen, Allen - RD, Montgomery, AL](#); [Williams, Daniel - RD, Montgomery, AL](#)  
**Subject:** Uniontown---  
**Date:** Thursday, September 27, 2018 12:26:47 PM

---

IF they ever transfer the funds on this project. We will obligate it in CLSS. So it will read Obligated as soon as we process it in CLSS. The grant and 3 ecwags are checked ready to obligate.

Stan B. Hale  
USDA RURAL DEVELOPMENT  
Community Programs  
State Loan Specialist  
4121 Carmichael Road, Suite 601  
Montgomery, Alabama 36106-3683  
Voice Direct 334-279-3616  
Fax 855-304-8457  
[stan.hale@al.usda.gov](mailto:stan.hale@al.usda.gov)



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Kathy Horne \(khorne@alruralwater.com\)](#); [Robert White](#)  
**Subject:** Uniontown.USDA.pdf  
**Date:** Tuesday, July 17, 2018 10:57:00 AM  
**Attachments:** [Uniontown.USDA.pdf](#)

---



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ATLANTA, GEORGIA 30339

OFFICE: 404-841-6561  
FAX: 404-841-9178

Direct Dial: (404) 937-1254

WWW.BOMARLAWFIRM.COM

Charlie Shah  
E-Mail: cshah@bomarlawfirm.com

July 11, 2018

VIA EMAIL - Nivory.Gordon@al.usda.gov.

Nivory Gordon  
USDA

**RE: City of Uniontown**

Dear Mr. Gordon:

Our office represents the City of Uniontown ("City"), Alabama. We have spoken a few times relating to the City's account with the IRS.

I have attached a statement of account and Payoff Calculator. I can confirm the City has been approved for an installment agreement. The final terms of that agreement are being finalized.

Please let me know if you have any questions or require any further information.

(b) (6)

(b) (6) Charayu ("Charlie") Shah

007188



**From:** [Lutz, Daphne Y](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** UniontownWWTPReport4-18(4-6-18).docx  
**Date:** Tuesday, May 1, 2018 4:15:04 PM  
**Attachments:** [UniontownWWTPReport4-18\(4-6-18\).docx](#)

---



## **UNIONTOWN WASTEWATER TREATMENT SYSTEM UPDATE AS OF APRIL 2018**

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.

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 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.

Uniontown has submitted an Engineering Report to the Department which assesses the alternatives considered, and has chosen to pursue 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.

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 chosen compliance option.

The biggest obstacle to implementing a full solution is obtaining funding for the remaining work on engineering, the collection system, and handling of the treated wastewater. ADEM has no funding available. The State has provided nominal funding through ADECA for some collection system assessment work. Uniontown citizens pay among the highest sewer fees in the area and, due to their income levels, are unlikely to be able to withstand increased fees to provide needed funding. Congresswoman Sewell's Office is believed to be the most promising potential source of funding.



Although the process has been painfully slow, progress is continuing. Regular updates are provided to the Court and ADEM. Updates to the 4<sup>th</sup> Judicial Circuit Court took place on August 24, 2016, January 12, 2017, June 21, 2017, and October 10, 2017, and the next status conference is scheduled for April 12, 2018.

Most recently during February and March of 2018, Uniontown reported increased and more significant unpermitted discharges of wastewater from the sprayfield and additional overflows at the treatment lagoon. These chronic issues appear to be increasing in number, volume, frequency, and severity. ADEM has 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 has requested that Uniontown is 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.



**From:** [Douglas, Penny - RD, Chattanooga, TN](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** Uniontown\_Items Needed in CPAP 08.21.18  
**Date:** Tuesday, August 21, 2018 10:21:46 AM  
**Attachments:** [Uniontown\\_Items Needed in CPAP 08.21.18.docx](#)

---

Hi Allen –

I went through CPAP and made screen shots of the information needed from Alabama RD staff. I believe this will get CPAP in shape for submittal.

Thanks –  
Penny

**007192**



# CITY OF UNIONTOWN, AL

## Items Needed for CPAP

### 8/21/18

City of Uniontown - Sewer Treatment Plant (STP)

Customer ID: [6010012001001](#)

**Details**

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:

Number of Acres Now Owned - Lease:

Acres Now Owned - Purchase Price:

**Acres Now Owned - Value:**

Describe Other Rights such as water rights or right-of-way:

Uniontown holds the water rights and operates a treatment plant for the city's purposed water.

**Describe Other Rights such as water rights or right-of-way:**

Describe Other Rights such as water rights or right-of-way:

City of Uniontown - Sewer Treatment Plant (STP)

Customer ID: [6010012001001](#)

**Details**

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:

Number of Acres Now Owned - Lease:

Acres Now Owned - Purchase Price:

**Acres Now Owned - Value:**

Describe Other Rights such as water rights or right-of-way:

Uniontown holds the water rights and operates a treatment plant for the city's purposed water.

**Describe Other Rights such as water rights or right-of-way:**

Describe Other Rights such as water rights or right-of-way:



# CITY OF UNIONTOWN, AL

## Items Needed for CPAP

8/21/18

City of Uniontown - Sewer Treatment in the 2014

Customer ID: [00000000000000000000](#)

**Facility:**

- General
- Industrial
- Environmental
- Underground
- Environmental**
- Open Space
- General
- Other And Miscellaneous
- Other Facility

**Customer:** [J. Brown](#) [J. Brown](#)

**Facility:**

10/17/18: Use on the Sewer Treatment Facility Agreement form. Enter the amount of material that is actually present in use when the facility is fully funded.

**Customer:** [J. Brown](#) [J. Brown](#)

**Facility:**

10/17/18: Use on the Sewer Treatment Facility Agreement form. Enter the amount of material that is actually present in use when the facility is fully funded.

Customer	Max/Min	Payment Info	Comments
Date of the Letter of Intent		<input type="text" value="Select Date"/>	
Date when to begin Letter of Intent		<input type="text" value="Select Date"/>	
Proposed Monthly Revenue		<input type="text"/>	
Fully Funded Revenue Needed		<input type="text"/>	
Date of Official Authorization To be Approved		<input type="text" value="Select Date"/>	
Date of Official Authorization To be Approved		<input type="text" value="Select Date"/>	
Date of Resolution for Grant Agreement		<input type="text" value="Select Date"/>	
Project of Organization		<input type="text" value="Select Date"/>	
Date of the Official who is the Custodian of the Grant		<input type="text" value="Select Date"/>	
Date of Official Authorization To be Approved		<input type="text" value="Select Date"/>	
Operating Body, i.e. State Council, Board of Directors		<input type="text" value="Select Date"/>	
Other applicable Division or Unit		<input type="text" value="Select Date"/>	
Grant Equipment Used By Grant Agreement			
Real Property Covered By Grant Agreement			

City of Uniontown - Sewer Treatment in the 2014

Customer ID: [00000000000000000000](#)

**Facility:**

- General
- Industrial
- Environmental
- Underground
- Environmental**
- Open Space
- General
- Other And Miscellaneous
- Other Facility

**Customer:** [J. Brown](#) [J. Brown](#)

**Facility:**

10/17/18: Use on the Sewer Treatment Facility Agreement form. Enter the amount of material that is actually present in use when the facility is fully funded.

**Customer:** [J. Brown](#) [J. Brown](#)

**Facility:**

10/17/18: Use on the Sewer Treatment Facility Agreement form. Enter the amount of material that is actually present in use when the facility is fully funded.

Customer	Max/Min	Payment Info	Comments
Recommendation/Comments by CEDA Field Office			
Recommendation/Comments by CEDA Program Manager			
Recommendation/Comments by CEDA Program Director			







**CITY OF UNIONTOWN, AL**  
**Items Needed for CPAP**  
**8/21/18**

**UNDERWRITING:**

City of Uniontown - Sewer Assessment Line 270

Customer ID: **AL2018-0000000000**

**Features:**

- Single Connection
- Appl. Sinks
- Refrigerators
- Dishwasher
- Watermain & Sewermain**
- Number EDUs (Sewer)
- Wholesale Cost (Sewer)
- Wholesale Incentive (Sewer)
- Other Operating Income
- Non-Operating Income
- C&M
- Reserve (Short-Lived Assets)
- Other Expenses
- Other Income Sources
- Commercial Credit
- Maximum Loan Amount
- Project Cost
- Resident Contribution
- Other Funding Sources
- Extensions/Ten Feet
- Maximum Grant Amount
- Options:
- Loan Length
- Comments
- Notes and Attachments
- Print Report

**Monthly Cost Per EDU for -> (Sewer)**

System Name	System Size	Avg Cost Per EDU
City of Uniontown	15,000	\$1.10
City of Red Bank	25,000	\$1.10
City of Lenoir	20,000	\$1.10

Average Monthly Cost/EDU: **27.34** Monthly Operating Expenses  
 Average Annual Cost Per EDU: **308.76** Average Monthly Cost including Reserves: **30.88**  
 Monthly Cost Per EDU:

**Comments:**

**Monthly Cost Per EDU - Sewer**

Choose three similar systems with regard to size, type of water source or wastewater treatment, age, and type of effluent. Enter the cost for these similar systems. Use a monthly figure. Note: The Monthly Cost per EDU in the current line item Cost per month for the system being financed or similar system cost per EDU per month, whichever is higher. (per cost)

**007196**



# CITY OF UNIONTOWN, AL

## Items Needed for CPAP

### 8/21/18

City of Uniontown - Sewer Treatment in the 2018

Customer ID: **000000000000**

**Details**

Overall Contact:  
 Information:  
 Environmental:  
 Understanding:  
 Auditing EDU Cost (Sheet):  
 Numbering EDU (Sheet):  
 Whitewater Cost (Sheet):  
 Whitewater Income (Sheet):  
 Other Operating Income:  
 Net Operating Income:  
 Reserve Third Level Assets:  
 Other Expense:  
 Debt Service Reserve:  
 Commercial Credit:  
 Maximum Loan Amount:  
 Project Cost:  
 Applicant Contribution:  
 Other Funding Source:  
 Governmental Fee Item:  
 Maximum Grant Amount:  
 Obligation:  
 Loan Grant:  
 Contingency:  
 Other Add-Backs/Items:  
 Other Items:

**ORM**

ORM Expense Item	User Cost	Actual Expense
Reserve Third Level Assets	10,000	10,000
Debt Service Reserve	10,000	10,000
Commercial Credit	10,000	10,000
Maximum Loan Amount	10,000	10,000
Project Cost	10,000	10,000
Applicant Contribution	10,000	10,000
Other Funding Source	10,000	10,000
Governmental Fee Item	10,000	10,000
Maximum Grant Amount	10,000	10,000
Obligation	10,000	10,000
Loan Grant	10,000	10,000
Contingency	10,000	10,000
Other Add-Backs/Items	10,000	10,000
Other Items	10,000	10,000

ORM Total Income (Deposits): **421,000**

Comments:

ORM last provided via PFI Apply

See Budget information was provided in the PFI Apply (Sheet 2018). No operating budget was provided by the applicant.

STATE SAGREEM WILL FOLLOW UP WITH PFI TO GET VERIFICATION

01

City of Uniontown - Sewer Treatment in the 2018

Customer ID: **000000000000**

**Details**

Overall Contact:  
 Information:  
 Environmental:  
 Understanding:  
 Auditing EDU Cost (Sheet):  
 Numbering EDU (Sheet):  
 Whitewater Cost (Sheet):  
 Whitewater Income (Sheet):  
 Other Operating Income:  
 Net Operating Income:  
 Reserve Third Level Assets:  
 Other Expense:  
 Debt Service Reserve:  
 Commercial Credit:  
 Maximum Loan Amount:  
 Project Cost:  
 Applicant Contribution:  
 Other Funding Source:  
 Governmental Fee Item:  
 Maximum Grant Amount:  
 Obligation:  
 Loan Grant:  
 Contingency:  
 Other Add-Backs/Items:  
 Other Items:

**Number of EDU's -> (Sewer)**

User Type	# Users	Water Per User	Number of EDUs	Calculated EDUs
Residence	1	1	1	1
Other	1	1	1	1
Other	10	144.00	1,440	1,440

Average Residential Usage: **4,360** Total Users: **820**

Number of Residential Users: **907**

Number of Other Users: **38** Number of EDUs: **1,440**

Comments:

See Budget information was provided in the PFI Apply (Sheet 2018). No operating budget was provided by the applicant.

STATE SAGREEM WILL FOLLOW UP WITH PFI TO GET VERIFICATION

01

**State Sewer EDUs**

Estimated Operating Unit (EDU's) are the average consumption per month for residential (single family dwelling) customers. It is used to estimate residential or other non-residential users to an equivalent number of residential units. Other user numbers and calculations (including) - other user type (commercial, industrial, etc.) - other user type (commercial, industrial, etc.) - other user type (commercial, industrial, etc.)

007197



[illegible]







**From:** [Douglas, Penny - RD, Chattanooga, TN](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** Uniontown\_Items Needed in CPAP 08.29.18  
**Date:** Wednesday, August 29, 2018 7:01:42 PM  
**Attachments:** [Uniontown\\_Items Needed in CPAP 08.29.18.docx](#)

---

Hi Allen –

Here are screen prints and notes of the items we still need for this project.

Let me know if you have questions. I am working until around lunch Thursday and off Friday.

Thanks!

PENNY L. DOUGLAS  
Community Programs Specialist  
Portfolio Management Branch  
Water and Environmental Programs  
USDA Rural Utilities Service  
Phone: (202) 253-0504  
[www.rd.usda.gov](http://www.rd.usda.gov)

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**007200**







**CITY OF UNIONTOWN, AL**  
**Items Needed for CPAP**  
**8/29/18**

- Need date of resolution for grant agreement

[illegible]

**007202**



**CITY OF UNIONTOWN, AL**  
**Items Needed for CPAP**  
**8/29/18**

- Need State Engineer's recommendations.
- Add PD comments as to why we should do this as a grant-only. Why can't they afford loan? Minimum EDU cost of \$34.68 needed to cash flow a loan of \$1,000. This is 2.764% of the project MHI. Current average monthly user cost is \$16.50. 1.5% of MHI is \$18.82.

City of Uniontown - Sewage Collection & Treatment Permit 2018

Customer ID: 01-003-020017236

Customer: Met. Name: Pipeline Info: Discussion:

**Section:**

- Initial Contact
- Application
- Environmental
- Underwriting
- Deliverables**
- Loan Grant
- Contacts
- Notes And Attachments
- Print Forms

Recommendation/Comments by USDA Reg. Officer:

1. The City of Uniontown is a small rural community in Perry County and is considered an underserved area in the RUS program.

2. The City of Uniontown is an eligible entity, the project is an eligible project, and is located in an eligible rural area. The CCC population is 2826 and the MHI is \$15,054. See the documentation in the file.

3. The City of Uniontown operates a free cell lagoon to treat the city's domestic and industrial wastewater. 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.

4. These systems are not operable due to constant flooding shorting out the electronics.

5. The flooding is caused by the collection system essentially disking ground water from the city.

6. The spray field is past its expected usefulness due to excessive amounts of effluent it has experienced. The spray field is very limited in its final treatment capabilities. Due to the excessive effluent 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 Foreman Creek.

Recommendation/Comments by USDA Engineer/Architect:

Recommendation/Comments by USDA Program Director:

1. The City of Uniontown is located in Perry County in Central Alabama.

2. The MHI is \$15,054 for the area served which is well below the State Non-Metro of \$42,352 and the current poverty line of \$25,100. The 2010 census data reports the population to be 2826. I have reviewed and agree with the documentation in file for the MHI and census.

3. The City of Uniontown is eligible for RUS Funding and meets the MHI and Population requirements for a CF Grant fund.

4. The area is located in a Persistent Poverty.

5. The \$32,390,193 Grant Funds are needed to complete upgrades that are needed.

6. The Grant will be made in accordance with 1780, the Grant Agreement and the Letter of Conditions.

7. The applicant is unable to finance this project through its own resources or other means.

Recommendation/Comments by USDA:

Comments should be included on issues such as the need for the project with associated health concerns, alternatives considered and recommendation, mobility in size, design, and cost, responsibility of project costs, short lived assets, and O&M budget projections. Comments should include recommendation for funding based on these issues. Add additional comments.

This Project is Read Only - Changes Will Not be Saved To The Server

007203



**CITY OF UNIONTOWN, AL**  
**Items Needed for CPAP**  
**8/29/18**

○ Still need eligibility determination to be done and date entered

[illegible]

**007204**







**CITY OF UNIONTOWN, AL**  
**Items Needed for CPAP**  
**8/29/18**

○ Still need

[illegible]

**007206**











# CITY OF UNIONTOWN, AL

## Items Needed for CPAP

### 8/29/18

○ Still need

City of Uniontown - Next Transaction List 2018

Customer ID: **12-0000000000**

**Section:**

- Initial Credit
- Approval
- Recommendation
- Underwriting
  - Monthly P&L (Owner)
  - Monthly EOI (Owner)
  - Monthly Cost (Owner)
  - Monthly Profit (Owner)
  - Other Operating Income
  - Net Operating Income
  - Cap
  - Balance Sheet (Last 12 Months)
  - Other Expenses
  - Debt Service History
- Commercial Credit**
- Maximum Loan Amount
- Asset Coll
- Applicant Commitment
- Other Funding Sources
- Comments/My Note
- Maximum Debt Amount
- Origination
- Loan Term
- Contacts
- Notes and Attachments
- Auto Rating

Workflow: [Home](#) > [Accounts](#)

**Commercial Credit**

There is no limit to the number of sections listed in this position. Includes only last commercial service. Funding provided from state and other funding sources (SFR) are not considered commercial financing. Enter the name of the lender, loan terms offered in years, and the interest rate for the loan. Enter the percentage of margin required for this loan to a whole.

**Commercial Credit**

Order Date	Term	Interest Rate	Margin	Other Loan Amount

Commercial Credit Maximum Loan Amount: 0

Comments concerning Commercial Credit (New) Debt

**AL NO 0100000000**

000

007209



**CITY OF UNIONTOWN, AL**  
**Items Needed for CPAP**  
**8/29/18**

- Still need. What is the status of other funding sources?

City of Vancouver - Sales Tax Account Line 014

Customer ID: [00000000000000000000](#)

**Account**

Initial Capital  
 Accumulated  
 Underwriting  
 Monthly FICA Fund (Share)  
 Monthly FICA (Share)  
 Multiple Fund (Share)  
 Withdrawal Income (Share)  
 Other Operating Income  
 Non-Operating Income  
 GAG  
 Treasury Short-Term Asset  
 Other Expenses  
 Staff Service Expense  
 General Fund  
 Maximum Loan Amount  
 Project Cost  
 Replicable Transactions  
**Other Funding**  
 Commission/Tax Fees  
 Payment Grants Amount  
 Disposition  
 Other Grant  
 Corporate  
 Sales and Attachments  
 Asset Funding

**Other Funding**

See next report for details. Includes all items reported by the field office. Data does not include any information reported for other funding activities and amounts. Other Funding Entries will be sorted and reported to the funding breakdown section of the funding summary screen.

**Other Funding**

See next report for details. Includes all items reported by the field office. Data does not include any information reported for other funding activities and amounts. Other Funding Entries will be sorted and reported to the funding breakdown section of the funding summary screen.



**CITY OF UNIONTOWN, AL**  
**Items Needed for CPAP**  
**8/29/18**

○ Still need – what is the project schedule? How long for construction?

[illegible]

**007211**



**From:** [Baker, Shelley - RD, Montgomery, AL](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** brief on uniontown prior projects  
**Date:** Friday, August 24, 2018 4:57:41 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

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Do we have something prepared on what they did on first project, what went wrong and why we are where we are today? We need to get something to Beverly on Monday.

Shelley Baker  
USDA RURAL DEVELOPMENT  
Community Programs  
State Loan Technician  
4121 Carmichael Road, Suite 601  
Montgomery, Alabama 36106-3683  
Voice Direct 334-279-3429  
Fax 855-304-8457  
[Shelley.baker@al.usda.gov](mailto:Shelley.baker@al.usda.gov)

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**007212**



**From:** [LeFleur, Lance R](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Cc:** [Beeker, Chris - RD, Montgomery, AL](#)  
**Subject:** comments to Environmental Management Commission on Uniontown  
**Date:** Thursday, October 4, 2018 3:47:03 PM  
**Attachments:** [Update on Uniontown Waste Water Treatment System.docx](#)

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Allen

This is a draft of what I plan to include in my report to the Environmental Management Commission on 10/19/18.

Let me know if you or Chris have any suggestions.

Thanks

Lance

**007213**



### **Update on Uniontown Waste Water Treatment System**

I would now like to update you on another matter in which a number of Commissioners have expressed a personal interest. There have been some recent positive developments in the longstanding and difficult issues surrounding the Uniontown Wastewater Treatment System. Uniontown is an economically disadvantaged community in west central Alabama. The combination of poverty and local clay soil that is ill-suited for assimilating treated waste water has led to a deteriorated municipal waste water system in need of very high cost upgrades in order to meet water quality standards that are protective of human health and the environment.

Despite significant efforts by the local elected leaders, funding for the upgrades was unavailable for a number of years, and the system continued to degrade and remain noncompliant with environmental regulations. The Department undertook enforcement action while working with numerous other parties seeking a solution to the engineering and funding challenges. When the Department's enforcement options were exhausted the matter was turned over to the court as the only remaining option. Despite the court now having jurisdiction over the matter, the Department has continued to work with others seeking a solution to the problem.

I am pleased to report today that as a result the continuing efforts of local elected leaders, several local businesses, Congresswoman Sewell, Senator Shelby, Senator Jones, Congressman Aderholt, the Delta Regional Authority, Alabama Rural Water Association, ADEM and especially USDA, it appears that funding will be available for the \$31 million upgrade necessary to bring the Uniontown Wastewater System into compliance with water quality standards and environmental permit requirements. The upgrade calls for refurbishing the



collection system and constructing a pipeline system to convey waste water to an existing facility in Demopolis some 18 miles from Uniontown. To help keep the system viable and able to meet water quality standards in the future, several steps will be implemented including requiring all homes within the city limits to be hooked up to city water and sewer service, establishment of a utility board with members required to receive annual training, and operation of the waste water system by a qualified independent contractor.



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Gordon, Nivory - RD, Camden, AL](#); [Givan, Terrika - RD, Camden, AL](#)  
**Subject:** proposed LOC 2018\_Uniontown  
**Date:** Tuesday, September 18, 2018 11:48:00 AM  
**Attachments:** [proposed LOC 2018\\_Uniontown.doc](#)

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**Rural Development**

Camden Area Office

321 Depot Street  
Camden, AL 36726

Voice 334.682.4116  
Fax 855.840.7764

September 18, 2018

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 - \$3,562,500.00  
Private funds - \$1,000,000.00  
DRA - \$3,250,000.00

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 ] -	\$ [3,562,500.00]
[Private funds] -	\$ [ 1,000,000.00 ]
[DRA ] -	\$ [3,250,000.00]

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]

**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** – This is an all grant project, therefore a debt service account will not be required.
- 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.

**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.

- 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, [33] 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]



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**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Prince Chestnut](#)  
**Cc:** [Gordon, Nivory - RD, Camden, AL](#)  
**Subject:** City of Uniontown  
**Date:** Monday, January 13, 2020 5:32:00 PM

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Mr. Chestnut, as per our telephone conversation this afternoon this following needs to be completed in order to move forward with the sewer project in Uniontown:

1. The contract extension between the City and EOS be executed by the Mayor.
2. An assignment of the that contract from the City to the Utilities Board be prepared and signed by the Mayor.
3. The Utilities Board accept the assignment.

As to the question of payment to the city council members for their services up to the date of the assignment, I see no reason they should not be paid for that period of service.

Also, all funds in the various checking accounts will be required to be transferred to the Utilities Board. I have list of those accounts and their balances.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617

**007250**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Robert White](#)  
**Subject:** Doc#\_42184688\_v\_2\_EOS Utility Services - City of Uniontown - Amendment to Water and Wastewater Systems Service Agreement.pdf  
**Date:** Tuesday, December 17, 2019 10:38:00 AM  
**Attachments:** [Doc#\\_42184688\\_v\\_2\\_EOS Utility Services - City of Uniontown - Amendment to Water and Wastewater Systems Service Agreement.pdf](#)

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Rob, please review and comment.

Thanks,

**007251**



**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 January 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: \_\_\_\_\_



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Emefa Butler](#); [Jamaal Hunter](#); [Jamaal Hunter](#)  
**Subject:** Doc#\_42184688\_v\_3\_EOS Utility Services - City of Uniontown - Amendment to Water and Wastewater Systems Service Agreement (002).pdf  
**Date:** Monday, January 6, 2020 3:59:00 PM  
**Attachments:** [Doc#\\_42184688\\_v\\_3\\_EOS Utility Services - City of Uniontown - Amendment to Water and Wastewater Systems Service Agreement \(002\).pdf](#)

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Emefa/Mayor, do you think that you can get this document executed prior to the Board meeting on 1/14/2020 and also have the city attorney prepare a tranfer of this contract from the City to the Board?

If you have a question, please contact me.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007256**



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



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Emefa Butler](#); [Ed Morris](#); [Robert White](#); [Prince Chestnut](#); "[mayorhunter@ymail.com](#)"  
**Cc:** [Gordon, Nivory - RD, Camden, AL](#); "[mike@eosutilityservices.com](#)"; [Beeker, Chris - RD, Montgomery, AL](#)  
**Subject:** EOS contract extension and assignment  
**Date:** Monday, December 30, 2019 12:20:00 PM  
**Attachments:** [EOS Utility Services - City of Uniontown - Amendment to Water and Wastewater Systems Service Agreement \(002\).pdf](#)

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All, please find attached an amended agreement between the City and EOS with provisions to transfer or assign to the new Utilities board. Please review and let me know if there are any questions and /or concerns. I would like to get this document executed by all parties prior to the next Board meeting scheduled for 1/14/20. As soon as this document is properly executed then the business of the water and sewer can be transferred to the board from the city and planning and work can begin on the collections system.

The only change that I can see is the expiration date. I don't think the advertising for a management company and getting them on board can be completed by the end of January so it may need to be extended.

The Board needs to work with ARWA, legal counsel and myself to prepare the advertisement requesting bids for management. I will be reaching out to each of you Thursday 1/2/20 by email if I have not heard from you before then.

Please contact me if you have any questions.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development

**007261**



**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 January 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.

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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.
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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: \_\_\_\_\_



Community and Business Programs Director

Office: 334-279-3617

Cell: 334-322-4147

Fax: 855-304-8457



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Youngpeter, Steven - OGC, Atlanta, GA](#)  
**Subject:** Emailing: Uniontown%20Letter%20(Emergency%20Management%20Services)%2019%20Sept%2013  
**Date:** Tuesday, September 24, 2019 12:07:00 PM  
**Attachments:** [Uniontown%20Letter%20\(Emergency%20Management%20Services\)%2019%20Sept%2013.pdf](#)

---

Steve, we need to have a good discussion on this Thursday if your available.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007267**



# **WILMER & LEE, P.A.**

## **Attorneys at Law**

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Frederick L. Fohrell  
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Robert V. Wood, Jr.  
Joseph A. Jimmerson  
Walter A. Kelley  
Robert C. Lockwood  
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Richard J. R. Raleigh, Jr.  
Earl T. Forbes  
T. Mark Maclin  
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Matthew T. Dukes  
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**315 West Market Street  
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Fax: (256) 230-0610**

September 13, 2019

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Christopher L.  
Lockwood  
Amy H. Nation  
Laura P. Hiller  
Katherine Amos Beasley  
Britni T. Garcia  
Elena G. Moats  
Logan D.L. Manthey  
Emily Randolph Siniard  
Tracy L. Green

**OF COUNSEL**  
P. Michael Cole  
Jerome S. Gabig  
Patricia Mandt Prather

**RETIRED:**  
L. Tennent Lee, III  
Winston V. Legge, Jr.

### **CONFIDENTIAL ATTORNEY CLIENT PRIVILEGE**

Ms. Kathy B. Horne  
Water Management Services,  
2576 Bell Road  
Montgomery, AL 36117

Re: Emergency Management Services – Uniontown

Dear Kathy:

At your request we have reviewed what issues, if any, may be presented to Water Management Services, Inc., in regard to entering into a contract with the Water and Sewer Board of the City of Uniontown (Uniontown) for providing water management services on an emergency basis. It is our understanding Uniontown is a public water works and sewer board subject to Alabama's competitive bid laws, and also that if a contract for your services was being contemplated in a non-emergency circumstance, that such a contract would be subject to competitive bid. As such, the question we are addressing concerns what authority, if any, Uniontown may have to enter into a contract for management services with you without same being advertised for competitive bid, and for how long the contract term may extend.

As we have previously advised, in the context of contracts for labor, services, work, and the purchases of materials, equipment, or personal property to be let by a competitive bid process, same are required under §41-16-50 to be let by local government entities and boards subject to the competitive bid laws by competitive bid if they involve \$15,000.00



or more. There is an exception though in §41-16-53 regarding contracts entered into in emergency circumstances. The language of this statute specifically provides:

In case of emergency affecting public health, safety, or convenience, so declared in writing by the awarding authority, setting forth the nature of the danger to public health, safety, or convenience involved in delay, contracts may be let to the extent necessary to meet the emergency without public advertisement. Such actions and the reasons therefore shall immediately be made public by the awarding authority.

While our understanding of the facts indicates this would be a services contract subject to the statutes in Title 41, Chapter 16, we would also remind you that in the public works laws a similar statute is provided at §39-2-2(e). This subsection provides, similar to the language of §41-16-53, the following:

In case of an emergency affecting public health, safety, or convenience, as declared in writing by the awarding authority, setting forth the nature of the danger to the public health, safety, or convenience which would result from delay, contracts may be let to the extend necessary to meet the emergency without public advertisement. The action and the reasons for the action taken shall immediately be made public by the awarding authority upon request.

As for what would constitute or qualify as an emergency, the language of §41-16-53, and §39-2-2(e) for that matter, have not been defined but have been analyzed under the plain and literal meaning of the terms stated. Opinions of the Attorney General's Office, as well as the minimal review by Alabama's Appellate Courts, have consistently concluded that an "emergency" would be a set of circumstances that affects the "public health, safety, or convenience," as set out in the statute, and that the danger needs to be alleviated and a contract entered into for services to do so before the time involved in the competitive bid process can be accomplished. The Attorney General's Office has also regularly advised that a determination of what would be an "emergency affecting public health, safety, or convenience" is a determination to be made by the governing body.

As such, Uniontown's Board would first have to determine the circumstances are such that management services must be obtained and must be obtained before a contract can be advertised for bid and awarded. If so, as required by the statute the Board must declare the circumstances of same and conclude these circumstances are a "danger to public health, safety, or convenience" if the contract is not entered into ahead of a competitive bid process. If an emergency contract is entered into and the foregoing declaration reduced to writing, it needs to be adopted at a meeting of the governing body, or ratified at the next meeting if the services were needed even before a meeting could be held.



Furthermore, as has been long established in Alabama law, the duration of the contract for services in an emergency circumstance can only be for such duration to either alleviate the emergency or to allow ongoing services to be awarded by a competitive bid process.

As an example, if a governing body needed to enter a contract for services immediately following a natural disaster, such as a tornado or hurricane, and the services to be provided were going to concern cleanup and/or restoration of utilities, if the contracted services only lasted a few days or a week, the governing body would reduce the emergency circumstances to writing and approve/ratify the contract, but the work would be finished before the contract could have even been awarded by competitive bid. However, considering a similar natural disaster, but the cleanup and restoration efforts extending for several months, it may be that a contract for services can be entered into and approved/ratified by the governing body for immediate cleanup and restoration efforts, but a longer term contract would have to be awarded under a competitive bid process that included public advertisement.

Bringing all of the foregoing forward to what we understand are your circumstances, Uniontown's governing body would have to make a determination and declaration of the emergency circumstances and determine how long they anticipate the emergency circumstances to last. Based upon your indications that a crew would first have to go in and determine what exactly the needs were for any immediate services to be provided, and to also determine what would be needed longer term as part of bid specifications, my thought is Uniontown's Board would need to make the best, fair estimate of what the timeframe of such emergency circumstances may be and enter a contract with you consistent with that.

Furthermore, I believe it would be in Uniontown's and your best interest if there is language in any such contract that specifically references same being entered into pursuant to Uniontown's determination emergency circumstances exist, and that same is subject to termination by Uniontown upon the lapse of the contract term or a determination by them that the emergency has been resolved, with notice of these latter grounds of termination required to be given to you in a time certain (e.g., 30 days, 14 days, 10 days, or some other appropriate timeframe).

As set forth in the Opinion of the Office of Alabama's Attorney General to the Clay County Board of Education, Op. No. 85-00035, which we believe is still good guidance and is attached, "the single most important requirement of the Competitive Bid Law is the good faith of the officials charged in executing the requirements of the law." Uniontown's governing board would need to make a good faith determination of the emergency circumstances existing and what services would need to be contracted for, and for how



long to either alleviate the circumstances or until longer term services can be competitively bid.

Another point made in the Clay County Board of Education Opinion that we believe is still good guidance is the Attorney General's suggestion that even if an emergency circumstance exists, and it's appropriate for a contract to be entered into without a competitive bidding process, if time and circumstances allow the awarding authority should still seek proposals and quotes from several providers in an attempt to obtain even the emergency services at the lowest possible price. If you have any concerns whether your contract with Uniontown for emergency management services would come under any legal challenge, you might want to be sure they are able to show they either looked into other possible providers and determined under the circumstances you were the lowest, responsible, and best provider, or they determined that the emergency circumstances were such that there was either no time to solicit other providers, or it was not feasible to solicit other providers.

After you have reviewed the foregoing please let me know of any additional questions or concerns you may have, and we will be glad to advise further. Similarly, if we can be of assistance in reviewing any contract presented to you, or in drafting or revising a contract between you and Uniontown to specifically reference the emergency circumstances, please let us know.

As always, thank you for the use of this law firm.

Very truly yours,

WILMER & LEE, P.A.

**/s/P. Michael Cole**

P. Michael Cole

PMC/pce



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Gordon, Nivory - RD, Camden, AL](#)  
**Subject:** FW:  
**Date:** Tuesday, January 29, 2019 3:56:00 PM

---

FYI

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Kathy Horne <[khorne@alruralwater.com](mailto:khorne@alruralwater.com)>  
**Sent:** Tuesday, January 29, 2019 2:54 PM  
**To:** Prince Chestnut <[chestnutlaw@att.net](mailto:chestnutlaw@att.net)>  
**Cc:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>; Bowen, Allen - RD, Montgomery, AL  
<[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Subject:**

Hi Prince,

I hope you are doing well. I wanted to reach out to you regarding Uniontown. It was mentioned to me that you are representing the Town of Uniontown in their effort to reorganize their water and sewer operation from the Town to a separate Water and Sewer Board. I know you are aware this is one of the stipulations of the USDA Grant to assist Uniontown with their sewer concerns. During the process of application for the USDA funding, the Alabama Rural Water Association was appointed to act as a Mediator and Collaborator in this effort due to past experience in working with other similar situations. We hope to be able to assist in expediting this process while also coordinating the efforts among all involved. The point of contact for the ARWA is Rob White. If you are representing Uniontown and have developed any draft documents on their behalf, please forward a copy to Rob White at [rwhite@alruralwater.com](mailto:rwhite@alruralwater.com) or feel free to contact me if you would like to discuss further, Prince. I have copied Rob and Allen Bowen with the USDA on this email. Thank you and I will look forward to hearing from you.

*Kathy Horne*  
*Executive Director*  
**Alabama Rural Water Association**

**007272**



2576 Bell Road  
Montgomery , AL 36117  
334 396-5511  
[www.alruralwater.com](http://www.alruralwater.com)



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Anderson, Emily D](#)  
**Subject:** FW: Eco Water Technologies  
**Date:** Tuesday, October 22, 2019 8:24:00 AM  
**Attachments:** [Eco Water Technologies - Power point.pdf](#)

---

Emily, did you get the attachment?

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Bevin A. Beaudet, PE (b) (6) @gmail.com>  
**Sent:** Friday, October 18, 2019 8:08 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Cc:** beneaton (b) (6) @bellsouth.net>; Scott Worley (b) (6) @ecowwc.com>  
**Subject:** Eco Water Technologies

Dear Mr. Bowen: Mr. Ben Eaton of Indiantown gave me your name and contact info. I am a water/wastewater engineer with 45 years experience, 22 years as Director of Utilities for Palm Beach County Florida. I also serve on the board of ECO Water Technologies, a start up company with a very unique wastewater treatment process. Our process competes successfully with membrane bio reactors at much less capital and operating cost. We have discussed this process with Mr. Eaton as a much more cost effective option than those analyzed by the engineer who recommended a 20-mile pipeline as Indiantown's solution. Our process is also much simpler to operate than MBR.

Our system has passed its proof of concept and we are ready to install a full size prototype at a utility. Given that this prototype would be our first full size operational unit, we are prepared to enter into a favorable financial arrangement in order to implement it, and provide significant technical support.

Our CEO, Scott Worley, and I would like to speak with you by telephone early next week if you are available. We are available all day Monday and Tuesday afternoon if that works for you. Otherwise let us know when you can take the call and we will accommodate your schedule.

Attached is a Powerpoint which describes the system. When we present it, we describe technical details verbally. We have much more detailed technical data we can share with you if requested.

**007274**



# ECO WATER TECHNOLOGIES

If there is magic in the planet,  
it is contained in water.

Loren Eiseley



**007275**



ECO – ENVIRONMENTAL DREAM....

.... COMMERCIAL REALITY

"Five million people die unnecessarily each year because of illnesses related to lack of potable water." - Thomas Kostigen

Untreated wastewater affects nearly one in three rivers in Latin America, Asia and Africa" - United Nations

"Water is a commercial necessity and a commodity to be bought and sold" – Forbes Magazine

"The wars of the next century will be fought over water" – World Bank

What would it be worth...

.... if we could affordably turn wastewater into clean purified water?





# ECO WATER TECHNOLOGIES CORP

Goal is to revolutionize the wastewater industry by dramatically reducing the cost to produce clean water.

How?

By replacing the traditional biological activated sludge treatment method with a physical/chemical separation treatment process.





# ECO – SEPARATION MODULE - COMPONENTS

- ❖ Coagulant
- ❖ Grinder
- ❖ Venturi micro bubble air Injector
- ❖ Flocculant
- ❖ Hydrocyclone
- ❖ Macro-floc mixing vortex
- ❖ Velocity reduction
- ❖ Continual flow flotation tank





## ECO – SEPARATION MODULE - FEATURES

- ❖ Removes 95% TSS
- ❖ Concentrates sludge to 5% solid to liquid ratio
- ❖ Recaptures 97% of product water
- ❖ Extremely affordable
- ❖ Low operational costs
- ❖ Low maintenance
- ❖ Automated and monitored
- ❖ Highly reliable and fast





# ECO SYSTEM – PURIFIED WATER - COMPONENTS

## Separation module – plus Filtration module

### Filtration Module

- ❖ Disc filters
- ❖ UF filters
- ❖ UV disinfectant
- ❖ Nano-membranes or RO membranes
- ❖ Residual chlorination





# ECO SYSTEM – PURIFIED WATER - FEATURES

## Filtration Module

- ❖ Product water purity exceeds EPA requirements
- ❖ Lower capital and operation costs than MBR systems
- ❖ Fully automated and monitored
- ❖ Low maintenance
- ❖ Self cleaning and backwash systems

## Separation module – plus Filtration module





# TEST RESULTS – MEETS OR EXCEEDS ALL REQUIREMENTS

Product Water Quality Results From Full Size Eco Demonstration Unit at Port St. Lucie Wastewater Treatment Facility

Test Results from 6/5/2019 Samples

Laboratory Analysis Performed by Flowers Chemical Laboratories Inc.

	Measurement	Unit	Wastewater	ECO Water
			Feed	
I	Total Suspended Solids (TSS)	mg/L	214	zero
II	Total Dissolved Solids (TDS)	mg/L	1140	134
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IV	Total Nitrogen	mg/L	61.9	12.9
V	Total Phosphorus	mg/L	6.37	zero
VI	TOC	mg/L	48	1.13
VII	Color	CU	80	zero

Contaminate Type	Unit	EPA*	ECO Water**
1 Aluminum	mg/L	0.2	U
2 Barium	mg/L	2	U
3 Copper	mg/L	1.3	U
4 Nickel	mg/L	0.1	U
5 Silver	mg/L	0.1	0.003
6 Zinc	mg/L	5	U
7 NO3+NO2	mg/L	11	0.703
8 Nitrates (asN)	mg/L	10	0.703
9 Nitrites (asN)	mg/L	1	U
10 Oxamyl (Vydate)	µg/L	0.2	U
11 Foaming Agents (MBAS)	mg/L	0.5	U
12 Fluoride	mg/L	0.4	U
13 Iron	mg/L	0.3	U
14 Sodium	mg/L	160	28.1
15 Sulfate	mg/L	250	14.9
16 Chloride	mg/L	250	92.1
17 Bis(2-ethylhexyl)phthalate	µg/L	0	U

Contaminate Type	Unit	EPA	ECO Water**
18 Mercury	mg/L	0.002	U
19 Antimony	mg/L	0.006	U
20 Arsenic	mg/L	0.01	U
21 Beryllium	mg/L	0.004	U
22 Cadmium	mg/L	0.005	U
23 Chromium	mg/L	0.1	U
21 Lead	mg/L	0.015	U
22 Selenium	mg/L	0.05	U
23 Thallium	mg/L	0.002	U
24 Endrin	mg/L	0.002	U
25 Manganese	mg/L	0.05	U
26 Cyanide	mg/L	0.2	U
27 Lindane	mg/L	0.0002	U
28 Methoxychlor	mg/L	0.04	U
29 Toxaphene	mg/L	0.003	U
30 1,2-Dibromoethane	mg/L	0	U
31 1,2-dibromo-3-chloropropane	mg/L	0	U

\*EPA Primary or Secondary Drinking Water Maximum Allowable Level of Contamination.

\*\*Contaminates measured in Product Water from wastewater processed with Eco System at Port St. Lucie Water Treatment on 6/5/2019

U = Undetected (below lower limits of lab equipment or not present)



# ECO – THE ECO SYSTEM SIGNIFICANT ADVANTAGES

## COMPARING THE CONVENTIONAL SYSTEM TO THE ECO SYSTEM

	Conventional System	Eco System	Eco Savings/Benefit
Processing Time	Days	Minutes	Reduced Cycle Time and Increased Capacity
Capital Cost	-	75% of Conventional	25% in Savings
Operating Cost	-	70 - 80%	20 – 30% in Savings
Physical Size	-	20% of Conventional	80% Reduction in Size
Modular Design	Static/Fixed	Scalable/Expandable	Easily accommodates Increased Capacity
Mobility	Stationary	Stationary or Mobile	Mobile Trailers allow for lease or temp. options
Availability	Months/Years	Immediate	No lengthy on-site construction required
Water Quality	Not Adjustable	Adjustable based on Membrane Selection	From reuse to water which meets indirect potable water standards



# APPENDIX 1 – TYPICAL COMPOSITION OF WASTEWATER

Contaminant Group		Concentration				
#	Description	Percentage	Unit	Low Strength	Medium Strength	High Strength
1	Settleable Solids (i.e. Sand, Grit, Silt)	1.27 %	mg/L	5	10	20
	Total Suspended Solids (TSS)	30.38 %	mg/L	120	210	400
2	Suspended Colloidal Solids ( $\sim 10^{-6}$ m)		mg/L	100	175	335
3	Suspended Larger Solids ( $10^{-5}$ m and above)		mg/L	20	35	65
4	Coliform (Bacteria), Oocysts/Cysts (Parasites), Viruses		#/100 mL	$10^6$ - $10^8$	$10^7$ - $10^9$	$10^7$ - $10^{10}$
	Total Dissolved Solids (TDS)	68.35 %	mg/L	270	500	860
5	Dissolved Colloidal Solids ( $10^{-9}$ – $10^{-7}$ m)		mg/L	26	43	78
6	Total Organic Carbons (TOC)		mg/L	80	140	260
7	Nutrients (N, P), Chloride, Sulfur		mg/L	74	127	222
8	Fats, Oils, and Greases (FOG)		mg/L	50	90	100
9	Alkalines (i.e. $\text{CaCO}_3$ )		mg/L	50	100	200



# APPENDIX 1– ECO SYSTEM COMPONENTS.....

## .... PRIMARY AND SECONDARY FUNCTIONS

ECO SYSTEM COMPONENTS – PRIMARY AND SECONDARY FUNCTIONS			
#	Component	Primary Function*	Secondary/Redundant Function*
1	Coagulant	Adds cationic charges to allow agglomeration of particles	
2	Venturi Air Injector	Injects Air to lighten particles	
3	Flocculant	Agglomerate Suspended Particles	
4	Hydrocyclone	Settleable Solids (Group 1) Removal	Mixes Particles to Form Macro Floc
5	Flotation Tank	Suspended Colloidal Solids (Group 2) Removal	Contaminant Groups 3, 4, 5, 6, 8 Removal
6	Disc Filter	Protect UF Membranes	Contaminant Groups 1-4 Removal
7	UF Membranes	Large Molecule Dissolved Solids (Groups 5-9) Removal	Contaminant Groups 1-4 Removal
8	UV	Disinfects by Sterilizing Organisms (Group 4)	Reduces color
9	NF Membranes	Nutrients and other Small Molecule Dissolved Solids (Groups 5-9) Removal	Reduces Color, Removes Large Molecule Dissolved Solids (Groups 5-9) that the UF Membranes did not remove

\* Group numbers refer to contaminant groups from slide 10

007285





FOR MORE INFORMATION, CONTACT US TODAY!

Scott Worley – CEO  
E-mail: [sworley@ecowwc.com](mailto:sworley@ecowwc.com)  
Cell: (561) 248-4231

Bevin Beaudet, P.E. – Director  
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Cell: (561) 373-4442

Steve Adelstein – Founder  
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Cell: (954) 599-3672

Santiago Contreras – VP of Engineering  
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Cell: (786) 553-7945

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150 N. Federal Hwy., Suite 200  
Fort Lauderdale, FL 33301

(833) 326-9287  
[info@ecowwc.com](mailto:info@ecowwc.com)



I look forward to speaking with you soon.

Bevin A. Beaudet, P.E.



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Ed Morris](#)  
**Subject:** FW: Eco Water Technologies  
**Date:** Thursday, October 24, 2019 11:07:00 AM  
**Attachments:** [Eco Water Technologies - Power point.pdf](#)

---

Give me some feedback.

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

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\* Group numbers refer to contaminant groups from slide 10

007299





FOR MORE INFORMATION, CONTACT US TODAY!

Scott Worley – CEO  
E-mail: [sworley@ecowwc.com](mailto:sworley@ecowwc.com)  
Cell: (561) 248-4231

Bevin Beaudet, P.E. – Director  
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Santiago Contreras – VP of Engineering  
E-mail: [scontreras@ecowwc.com](mailto:scontreras@ecowwc.com)  
Cell: (786) 553-7945

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150 N. Federal Hwy., Suite 200  
Fort Lauderdale, FL 33301

(833) 326-9287  
[info@ecowwc.com](mailto:info@ecowwc.com)



I look forward to speaking with you soon.

Bevin A. Beaudet, P.E.



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Taylor, John - RD, Montgomery, AL](#); [Michael Baumgartner \(mbaumgartner@alruralwater.com\)](mailto:mbaumgartner@alruralwater.com)  
**Subject:** FW: GHBH Power Point  
**Date:** Wednesday, October 30, 2019 10:05:00 AM  
**Attachments:** [GHBH KCEL-KDTS0#1.pptx](#)

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Comments please.

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Ed Morris <[emorris@sentell.net](mailto:emorris@sentell.net)>  
**Sent:** Wednesday, October 30, 2019 9:00 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** FW: GHBH Power Point

This is the company that is going to present in Uniontown Thursday, October 31, 2019 @ 4:00 pm. At the city hall

---

**From:** Robert Corwin [[mailto:\(b\) \(4\)@att.net](mailto:(b) (4)@att.net)]  
**Sent:** Wednesday, October 30, 2019 8:47 AM  
**To:** Ed Morris <[emorris@sentell.net](mailto:emorris@sentell.net)>  
**Subject:** GHBH Power Point


Ed

Attached power point from GHBH.

Let me know if you received it.

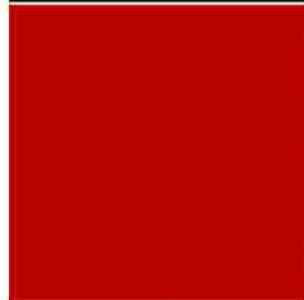
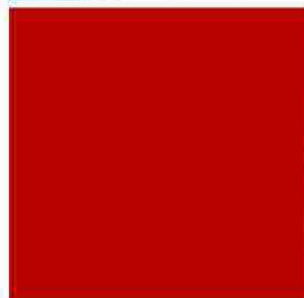
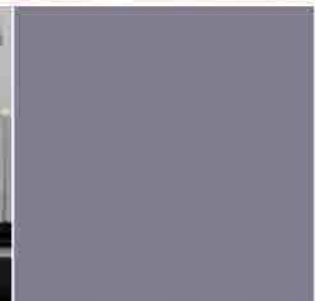
Bob

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 Virus-free. [www.avg.com](http://www.avg.com)

**007302**









# Contents

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

Global Human Benefit Holding Limited Mission Statement Karly Clean Energy Limited (Hong Kong) Corpora





# Global Human Benefit Holding Limited

**GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED**

Global Human Benefit Holding Limited (GHBH) is a Hong Kong registered company and was established for the benefit of developing global environmental, financial and social sustainable solutions. The auspices of GHBH is to promote global private enterprise supporting small and medium business models as a cooperative to promote financial stability for all nations and promote advanced technologies to global enterprise with a fully integrated approach to achieve "ZERO WASTE" environmental solutions. GHBH teams have developed firsthand knowledge and are experts in multiple fields to ensure projects can be successfully managed and implemented to achieve a sustainable triple bottom line and thereby achieving sustainable economies. We provide full project management solutions from cradle to grave and or just concept, design, implementation and or services with cost effective business model solutions. To achieve fast track or long term projects, we provide the services as "Paymaster" to ensure all parties from management, facilitators, consultants, governments and or private parties through single or multiple account payment solutions. With this structure we can ensure the investors are secure with transparent control as per contract. Our business operational model is as a fee based, service provider of the following project service types: Service product one: Development of "Holding Company Corporate Structure" services for advanced infrastructure and environmental technologies. Service product two: Contract Production and Processing Services for Waste to Energy, Desalination, Sewage Treatment, Toxic Waste Destruction, Ultra Clean Fuel or a fully integrated custom molecular refinery as OEM processing for client's products. Service product three: Full business architecture and feasibility plans with strategic partner plans. Service product four: Project management documentation with financial project management. Service product five: Paymaster services as contract settlement services with currency exchange. Service product six: General Security Holding for Project Allocation Distribution and Investment.





# Mission Statement

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

*"To provide Waste to Energy solutions through the integrated applications of advanced technologies to ensure a sustainable future for China"*





# Karly Clean Energy Limited (Hong Kong)

**GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED**

Karly Clean Energy Limited (Hong Kong) (KCEL) is a Hong Kong registered company established as a business operational platform for providing advanced technology sustainable environmental projects throughout the Peoples Republic of China. Initial projects to be serviced will be local water processing which may include desalination to potable water standards. KCEL are licensed to provide environmental clean-up services, clean energy production plus additional water processing capabilities for toxic and industrial waste water processing, domestic and commercial waste water processing, industrial and toxic sludge treatment, domestic and commercial sludge treatment, Municipal Solid Waste treatment and salt extraction via the desalination processes. KCEL will also be licensed to provide an import/export port facility to specific projects individually. The company provides an investment platform for low risk, high yield sustainable projects throughout China. All Waste to Energy solutions provided by KCEL implement ZERO WASTE technologies contracted through GHBH.



**Mr William Michael Fields—Director** Mr William Michael Fields (Michael) is the Chief Technology Officer for KCEL (Hong Kong). His background is in developing and implementing advanced technologies for desalination, industrial and commercial toxic waste water treatment plus sewage and sludge processing.



**Mr Albert Wong—Director** Mr Albert Wong is the Company Secretary for KCEL (Hong Kong). He has extensive experience in Project Management and Administration throughout Asia and Europe in the manufacturing sector.



**Mr Chan Hong Rycar—Director** Mr Chan Hong Rycar (Mr Hong) is shareholder of KCEL (Hong Kong). He has voting rights as a director. He has a broad range of experience in global commodities trading and financial transactions.





# Corporate Registration

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

編號 2287276

No.



公司註冊處

COMPANIES REGISTRY

公司註冊證明書

CERTIFICATE OF INCORPORATION

\*\*\*

本人謹此證明  
I hereby certify that

Karly Clean Energy Limited  
嘉利潔淨能源有限公司

於本日根據香港法例第622章《公司條例》  
is this day incorporated in Hong Kong under the Companies Ordinance

在香港成立為法團，此公司是一間  
(Chapter 622 of the Laws of Hong Kong), and that this company is  
有限公司。  
a limited company.

本證明書於二〇一五年九月十七日發出。  
Issued on 17 September 2015.

香港特別行政區公司註冊處處長鍾麗玲

Ms Ada L L CHUNG

Registrar of Companies  
Hong Kong Special Administrative Region

註 Note:

公司名稱獲公司註冊處註冊，並不表示獲授予該公司名稱或其任何部分的商標權或任何其他知識產權。

Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof.

007308





# Karly Desalination (Tangshan) Limited

**GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED**

Karly Desalination (Tangshan) Limited (KDTS) is the first representative Project Company to be established by Karly Clean Energy Limited (Hong Kong) in the Peoples Republic of China. The Pilot Project to be initiated by KDTS using the GHBH contracted technologies is to process local waters into potable grade water in order to showcase the available technologies capabilities. The Pilot Project will also provide the First Infrastructure Design Plan for an entire Industrial Park of 2000 Mu (133.2 Ha). The Pilot Project will include a water processing plant along with water and clean electrical generation and supply, plus waste (water and solid material) treatment for the entire Industrial Park. These technologies will ensure ZERO WASTE is generated by the operations of the Industrial Park. This project opportunity provides an investment platform that is low risk, high yield sustainable project in China. All Waste to Energy solutions provided by KDTS will implement ZERO WASTE technologies contracted through GHBH. GHBH will be the providers of Technology Implementation plus Project and Financial Management Services for KDTS for the Pilot Project plus any subsequent projects.

彭百凌

**Mr. Peng Bai Ling—General Manager** Mr. Peng Bai Nian is the General Manager of Karly Desalination (Tangshan) Ltd. His role will include government agency liaison plus coordination and the management of the project implementation and administration. Mr Peng will also be involved with the development of markets for the recovered products.



**Mr. Mark Gabbard– Design Technical Officer (GHBH)** Mr. Mark Gabbard will be the GHBH representative Design Technical Officer for the Pilot Project. His role will be to ensure the Water Processing Plant design and operation fully utilizes the GHBH advanced technologies.



**Mr. Jeffrey Allott – Project Director (GHBH)** Mr. Jeffrey Allott will be the GHBH representative Project Director for the Pilot Project. His role will be to ensure the works program for both the Land Development phase and the Water Processing Plant are adhered to in respect to time, cost and quality.





# Corporate Registration

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED



## 营业执照

(副本) 副本编号: 1-1  
统一社会信用代码 91130200MA087NDC6N

名称 嘉利海水淡化(唐山)有限公司  
类型 有限责任公司(台港澳法人独资)  
住所 河北省唐山市海港开发区海港太路西侧港欣街南侧  
法定代表人 陈康  
注册资本 10000.0000万美元  
成立日期 2017年02月23日  
经营期限 2017年02月23日至2037年02月22日  
经营范围 海水淡化及污水综合处理。(依法须经批准的项目,经相关部门批准后方可开展经营活动)



登记机关  
2017年2月23日



企业信用信息公示系统网址: [www.gsxt.gov.cn](http://www.gsxt.gov.cn) 中华人民共和国国家工商行政管理总局监制



## 开户许可证

核准号: J1245001041001 编号: 1210-02590870

经审核, 嘉利海水淡化(唐山)有限公司 符合开户条件, 准予  
开立基本存款账户。

法定代表人(单位负责人) 陈康 开户银行 中国银行股份有限公司唐山市支行

账号 101890017977

007310





# Corporate Registration

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

<http://tzxm.heb.gov.cn/tzxmweb/main/xmsbPrint?xzqh=130000&guid=->

## 项目基本信息

标准目录	外商投资：除《河北省政府核准的投资项目目录》之外的且《外商投资产业指导目录》中总投资3亿美元以下鼓励类、允许类项目		
项目名称	海水淡化综合利用（一期）项目		
项目类别	备案	建设性质	新建
国标行业	其他水的处理、利用与分配	所属行业	水利
建设地点	唐山市-海港开发区	详细地址	
建设规模	海水淡化系统设定每日生产10万吨饮用水，日产食用盐3200吨		
建设内容 (工艺和技术方案)	海水淡化系统、高速计算机运算分析系统、食用盐生产系统、安全保护系统	总建筑面积	58000m <sup>2</sup>
拟开工日期	2017-09-01	拟建成日期	2019-08-31
总投资(万元)	199314.1	项目资本金(万元)	68729
固定资产投资(万元)	192441.2	铺底流动资金(万元)	6872.9
资金来源	公司自筹		
是否涉及国家安全	否		
投资方式	新建项目		
总投资折合美元(万美元)	29000	总投资使用的汇率	6.8729
项目资本金(万元)	68729	项目资本金折合美元(万美元)	10000
		项目资本金使用的汇率	6.8729
适用产业政策条目类型	鼓励类	适用产业政策条目	
土地获取方式	招拍挂或协议出让	总用地面积	466200
是否新增设备	是	拟进口设备数量及金额	海水淡化综合处理设备2.5亿美金

## 外商出资情况

出资类型	项目单位中、外方出资情况	投资者名称	嘉利洁净能源（香港）有限公司
注册国别地区	香港	出资方式	自有资金
出资额(万元)	199314.1	出资比例	100

## 项目（法人）单位信息

项目（法人）单位	嘉利海水淡化（唐山）有限公司	项目单位性质	外商投资企业
项目法人证件类型	其他	项目法人证照号码	（唐）名称预核外字【2017】4号
项目法人	陈建		
法人联系电话	00852-94255666	法人联系手机	13811224811
项目负责人	彭百凌		





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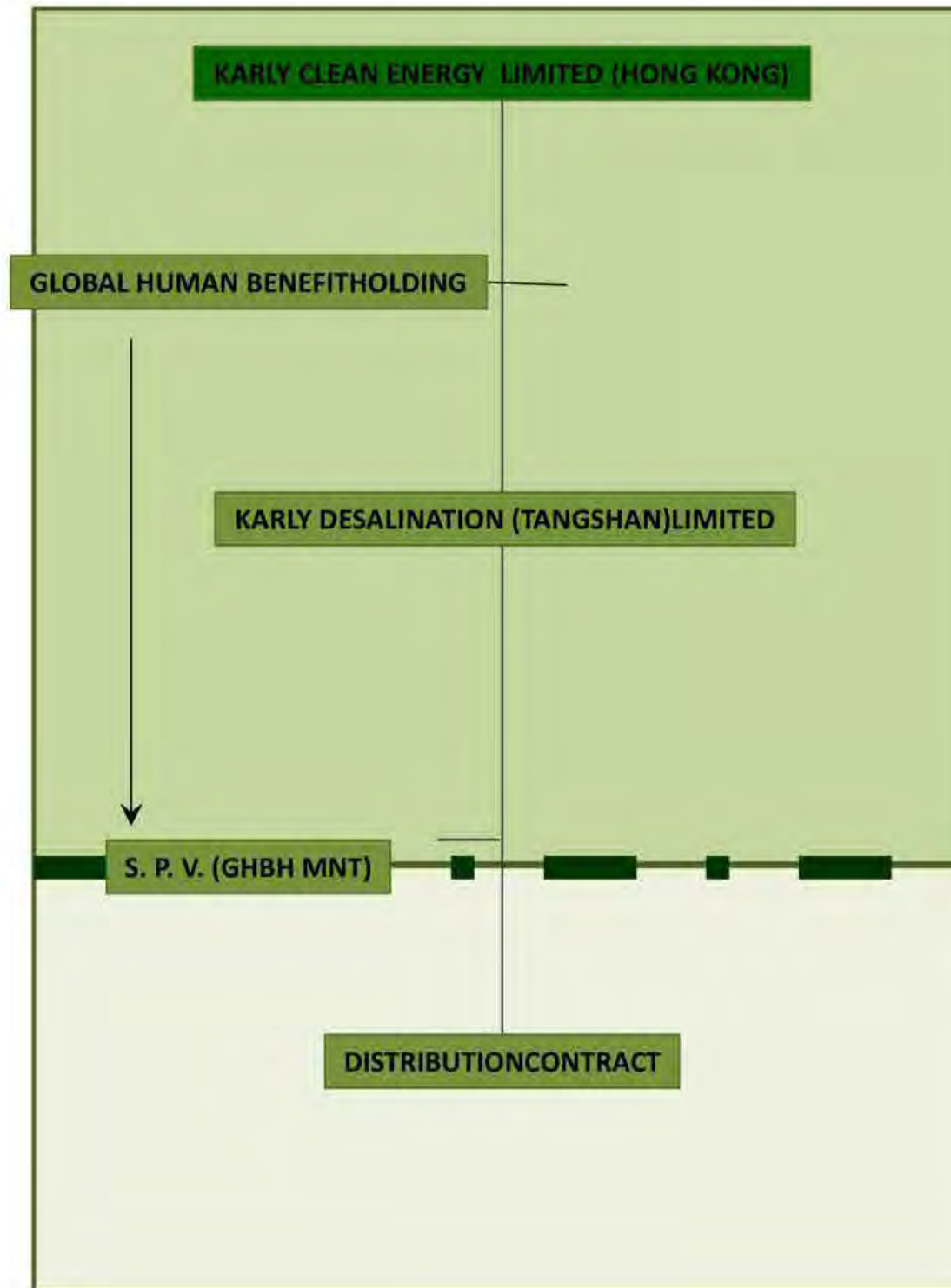




# Project Structures

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

## ORGANISATION STRUCTURE



## FINANCIAL STRUCTURE







# Karly Desalination (Tangshan) Limited “KDOTS”

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED







# Project Investment Statement

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

*“Water is the source of life and fulfills the economic world with prosperity when water is pure and abundant“*

*“The current case in China Mainland is that scarcity of pure water is now at a break point in both social power and sustaining life“*

*“From the point of an investor we are filling the most valuable commodity known to man at the most critical time“ **Volume Counts!***





# Tangshan Harbor Economic Development Zone

GHBH Presents **KARLY DESALINATION (TANGSHAN) LIMITED**

**INTRODUCTION** Established in Hebei Province in 1993, Hebei Tangshan Harbor Economic Development Zone (THEDZ), referred to as Tanggang District, is a provincial economic development zone approved by the Hebei Provincial People's Government. The zone is located on the coast to the south east of Tangshan City having a land area of 432.4 square kilometers. After 20 years of development and construction, Tanggang District the installed infrastructure is allowing the expedient development of the Zone. Overall, the economic strength is continuously improving and there is a strong positive development trend. The government and authority policy structure is well implemented to support efficient government including a strong legal environment and a sound business investment environment, as the THEDZ is in the center of the strategically important eastern coast coordinated Tangshan Development Zone encompassing Beijing, Tianjin and Hebei. Tanggang District and the THEDZ is situated in a core area of Bohai Bay, being located between the metropolitan areas of Beijing, Tianjin and Hebei. The THEDZ is located 230 kilometers from Beijing, 150 kilometers from Tianjin, 70 kilometers from Tangshan and 118 kilometers from Qinhuangdao. There are a number of advantages in regards to the THEDZ, including location advantages as it is close to Tangshan Port Jingtang Port Area, Caofeidian Economic Development Zone and the Daqing He Salt Fields. The Zone is also adjacent to natural and built tourism features such as the Liaodong and Shandong Peninsulas and Tangshan Bay International Tourism Island. The surrounding area is also rich in both land and marine resources and there is the potential for the THEDZ to lead in the development of environmentally sustainable industries to utilize these resources. **CURRENT SITUATION** In the THEDZ to date, there has been more than 30 billion yuan invested into infrastructure construction, plus more than 100 billion yuan invested into fixed assets.



*Hebei Province Location, Peoples Republic of China*





# Tangshan Harbor Economic Development Zone

GHBH Presents **KARLY DESALINATION (TANGSHAN) LIMITED**



*Tangshan Location, Province of Hebei*

In 2013, Tangshan Harbor Development Zone obtained significant economic strength with regional GDP, fiscal revenue, investment in fixed assets, the actual use of foreign capital plus other financial indicators having increased significantly amongst the main businesses, yielding an income exceeding 100 billion yuan. This level of fiscal return has achieved the national development zone standards. Hebei is being used to promote the continued development of coastal areas through taking the lead in the development and support of important economically sustainable projects. The zone is attracting a diverse range of foreign companies, including Germany's ThyssenKrup and Liquefied Air Products from France, plus Chinese companies including COSCO Group, opened Luan Group, the Coal Group, Datang Group, Sinosteel, Sinoma, China Coal, Shenhua, more than ten central enterprises including Beijing Gas Group, Jidong Cement, Tang Gang plus a number of provincial State - owned enterprises.

**EXISTING PORT INFRASTRUCTURE CAPABILITIES** Tangshan Port, is one of two ports in the development zone and is one of the seven ports in northern China for the import of coal and iron ore. In 2013 cargo throughput exceeded 200 million tons, with the types of cargo handled including coal, cement, steel, ore and liquified products. It is also an important container port, having in 2013 a container throughput of 576,000 TEU's. From Tangshan, cargo can be shipped to more than 80 countries. Relying on the advantages of having close access to a port, the development zone establishing major industries which will utilise the port facilities. These industries include coal chemical industry, equipment manufacturing, port logistics, high-tech industries, modern agricultural and cultural tourism. The coal chemical industry has an annual output of 5.5 million tons of coke, 100,000 tons of tar, 200,000 tons of methanol, 250,000 tons of dimethyl ether, 600,000 tons of benzene products, a production capacity of 60,000 tons of POM and 150,000 tons of two. The port logistics industry, has formed a cover of coal, ore, steel, container, liquefied products transport five plates, formed a port of logistics, warehousing, wholesale and retail, finance and leasing business four industry-led port logistics industry, To Jingtang port as the basis of the logistics industry cluster.



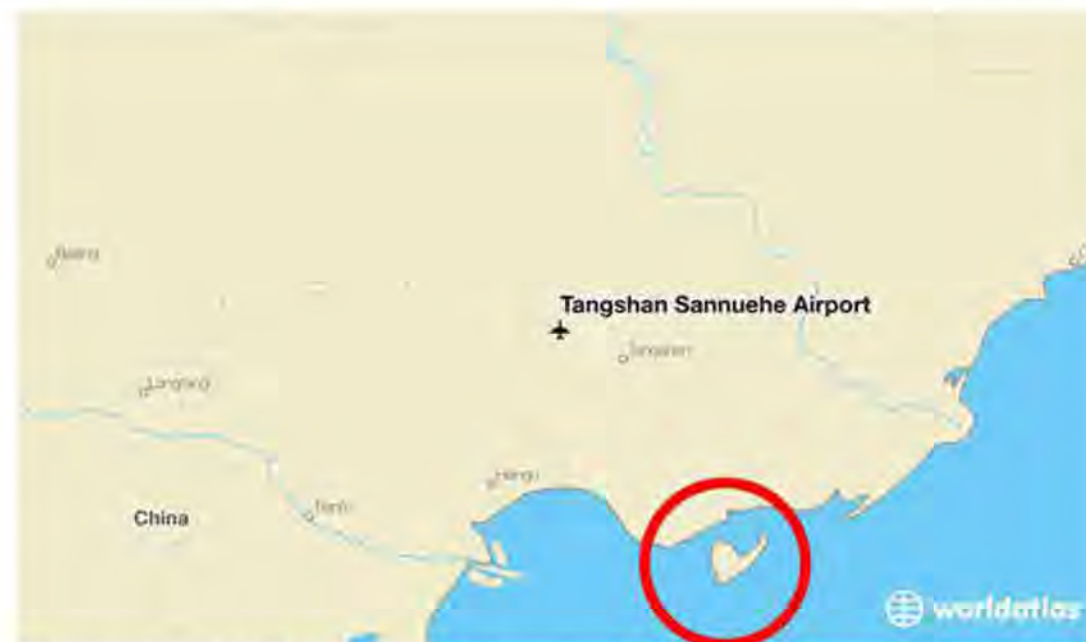


# Tangshan Harbor Economic Development Zone

**GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED**

Relying on the advantages of the port, vigorously develop the port industry, the development zone is the initial formation and is building coal chemical industry, equipment manufacturing, port logistics, cultural tourism, high-tech and modern agricultural industrial park seven parks. Coal chemical industry has formed an annual output of 5.5 million tons of coke, 100,000 tons of tar, 200,000 tons of methanol, 250,000 tons of dimethyl ether, 600,000 tons of benzene products production capacity, 60,000 tons of POM.

**SURROUNDING INFRASTRUCTURE** The Tanggang District is well served with a range of new urban buildings constructed plus support infrastructure including road and rail networks, waste treatment systems, water treatment systems and a gas supply network to support a growing urban community. In regards to town centre developments, there has been the construction of a cultural centre, Rhine Square, open space systems including the Lake Forest New River Ecological Park, a number of landmark buildings plus Hengtong Garden, Sheng Shi Jing Yuan and other modern residential area; Numerous rail lines and networks service the area, including Tang Gang railway, Cao railway runs through north to south, the national railway line, Jingshan line, the Beijing-Qinhuangdao line and the Tanggang high-speed, coastal high-speed rail line, With the Tianjin to Qinhuangdao, Beijing to Tangshan Caofeidian intercity high-speed railway planning and construction on going, the Tanggang District will be further integrated into the "Beijing, Tianjin, Tangshan half - hour urban economic circle". The district is also served by a lengthening road network which includes the Pingqing Road, coastal highway direct to the development zone and with the coastal road to Caofeidian requiring only a 30 minute journey by car. These infrastructure works have been done to support the Beijing - Tianjin development corridor and the Northeast Asia Economic Zone to provide modern economic development conditions.



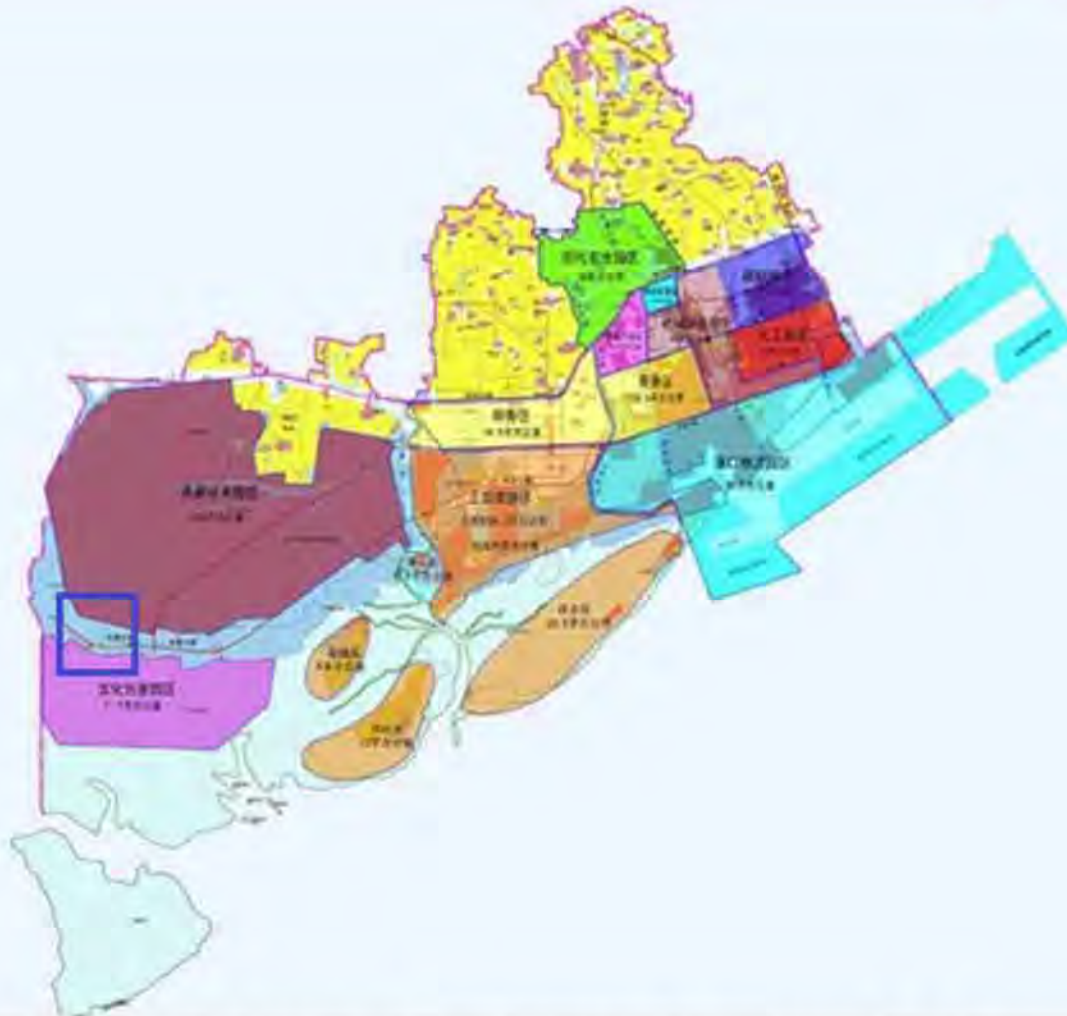
*Project Location, Hebei Tangshan Harbor Economic Development Zone*





# Tangshan Harbor Economic Development Zone

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED



**TOURISM** The Tangshan region is an area which is also rich in tourism potential and resources due to its ecological environment. The Tangshan Bay International Tourism Island, consisting of Bodhi Island, Moon Island and Auspicious Clouds Island, is a national island development base and a famous scenic location in northern China. The islands are surrounded by natural fine sand gently sloping beaches and clear water. In regards to the natural environment, on the islands there are 260 kinds of plant species, including Bodhi woods which are rare in northern China, provide habitat for more than 400 bird species and the surrounding waters support a large number of fish, shrimp, crab, shellfish and other seafood. Numerous mineral rich hot springs are also a feature of the islands. Cultural heritage in the form of Chaoyin Temple and Chaoyang Temple ruins along with other Buddhist monuments can also found in abundance across the islands.

*Strategic Plan Tangshan Harbor Economic Development Zone*





# Memorandum of Understanding

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

Party A: Hebei Tangshan Harbor Economic Development Zone Management Committee  
Party B: Hong Kong Karly Clean Energy Limited  
Party A and Party B shall, in accordance with the principle of equality and mutual benefit and common development, reach the following cooperation intention on the construction of "desalination wastewater treatment" project in Hebei Tangshan Harbor Economic Development Zone (hereinafter referred to as the development zone).

1. Party B in the development zone construction of "desalination and sewage comprehensive treatment" project, a total investment of 950 million US dollars, about 6 billion yuan, the main construction of desalination plant system, clean energy CNG (compressed natural gas and high purity hydrogen) production system, Power plant equipment system, edible salt production and processing plants (also can produce industrial salt, medical salt, etc.), pure water (high oxygen water) processing plants and other supporting systems. After the completion of the project, can provide more than 100,000 tons of drinking water / day (including pure water, high oxygen water, three years after the fight for drinking water 500,000 tons); power generation 1200WM / hour; compressed natural gas (CNG) 9000 cubic / Day; advanced food salt 3000 tons / day; sewage treatment capacity of 10-15 million tons / day (including domestic waste and industrial sewage, power plants, coking plant wastewater treatment); to solve the job of not less than 1,000 people.

2. Party A agrees to provide Party B with a construction land of about 2,000 Mu. The land is located in the Daqinghe salt area of the development zone. The land area can be determined according to the project investment plan and scale content, or can be provided in stages according to actual needs.

3. Party A shall fully support the construction of Party B to assist Party B in handling relevant procedures such as compressed natural gas (CNG), power-line network, drinking water network and edible salt production, including all relevant procedures for assisting in the sale of licenses; service. Party B to enjoy the national development zone related preferential policies.

## 意向书

甲方：河北唐山海港经济开发区管理委员会

乙方：香港嘉利洁净能源有限公司

2016.12.20

甲、乙双方本着平等互利、共同发展的原则，就乙方在河北唐山海港经济开发区（以下简称开发区）建设“海水淡化污水综合处理”项目达成如下合作意向：

一、乙方在开发区建设“海水淡化及污水综合处理”项目，总投资9.5亿美元，约合人民币60亿元。主要建设海水淡化工厂系统、清洁能源CNG（压缩天然气和高纯度氢气）生产系统、发电厂设备系统、食用盐生产加工厂（也可以生产工业用盐、医用盐等）、纯净水（高氧水）加工厂等配套系统。项目建成后，可以提供10万吨以上饮用水/日（包括纯净水、高氧水等，三年之后争取达到日产饮用水50万吨）；发电量1200MW/小时；压缩天然气（CNG）9000立方/日；高级食用盐3000吨/日；污水综合处理能力为10-15万吨/日（包括生活垃圾和工业污水、电厂、焦化厂废水处理）；解决就业岗位不低于1000人。

二、甲方同意为乙方提供项目建设用地约2000亩，所用土地位于开发区大清河盐场区域，用地面积可根据项目投资计划和规模内容确定，或根据实际需要可以分期提供。

三、甲方全力支持乙方项目建设，协助乙方办理压缩天然气（CNG）入网、电力入网、饮用水入网、食用盐生产等相关手续，包括协助办理销售许可证一切相关手续；提供各种相关的配套服

2016.12.20





# Memorandum of Understanding

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

4. Party A shall provide Party B with preparatory office space for the project, including assisting the registered company, project project, conducting business and implementing specific matters. Party A fully supports the procedures necessary for Party B to handle the project investment and construction and speed up the project process The Party B undertakes to carry out the preliminary work of the project as soon as possible. 5. The MOU is the basis of cooperation between Party A and Party B. The development zone government shall ensure the safety of Party B's investment environment and the safety of equipment technology in accordance with the relevant laws of the People's Republic of China. The specific contents shall be based on the formal agreement signed by both parties. 6, The MOU in duplicate, the both parties shall hold each a copy after signed and entry into force. Party A: Hebei Tangshan Harbor Economic Development Zone Management Committee  
Party B: Hong Kong Karly Clean Energy Limited  
December 20, 2016 December 20, 2016

务。乙方享受国家级开发区相关优惠政策。

四、甲方提供乙方该项目前期筹备的办公场所，包括协助注册公司、项目立项、开展业务和落实具体事项；甲方全力支持、配合乙方办理项目投资建设所必需的各项手续，加快项目进程。乙方承诺尽快开展项目前期工作。

五、本意向书是甲、乙双方的合作基础，开发区政府按照中华人民共和国相关法律确保乙方的投资环境安全和设备技术的安全，具体内容以双方签订的正式协议为准。

六、本意向书一式两份，双方各执一份，经双方签字后生效。

甲方：河北唐山海港经济开发区管理委员会

乙方：香港嘉利洁净能源有限公司

2016年12月20日 /

16年12月20日





# Project Summary

## GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

The timing is excellent in every way for launching our project. The National, Provincial and Local Chinese Governments have supported us with obtaining all the required land and business licenses from all jurisdictions for dealing with national and foreign enterprise in the right balance in favor of the investors. "Environmental Sustainability" are more than just two words to us. This project will become the "PILOT SHOW PLACE" for the future generation of industrial, commercial and even residential developments in China. All three levels of China's government have collectively given to us the means and agreements to remit our project production revenue out of country for this specially sanctioned development. Our conditions of the M.O.U. are simple: to ensure compliance with stated short term and long term goals to promote industry having a total area in excess of 1 Million Mu to move forward using new technologies and methodologies in Clean Environmental Projects in our "ZERO WASTE ZONE". Initial Commitment authorization for foreign investment for our project is almost one billion US dollars: Phase #1 Stage #1 is 290 million USD with Stage #2 290 Million and Phase #2 290 million all within the first year. This is not a financial cap, however it is what is currently authorized for us to proof the technologies and business modeling in this pilot project to allow for project expansion to over 10,000 Mu in Phase #2. This is our current status.:Phase #1 consist of 2000, Mu which will be secured (700 Mu purchased and 1300 Mu land with a 20% deposit) and will be done in stages of approximately 700 mu per land acquisition as the "Pilot Project" Phase #1 Stage #1. Phase #1Stage #1A: Will start with 50 Mu being sold/leased/and or cooperative for Infrastructure Implementation. This will be structured land for handling the development service agreement including the project production facilities starting with 30,000 m3 of high grade potable water. Additional infrastructure will include domestic sewage treatment, handling the industrial wastewater produced on site, production of clean electricity for sites the industrial needs for the land within our projects, solid waste destruction for onsite generated waste. From this waste, we will implement a waste to energy production plant to provide Synthetically produced fuels (UCG/UCF/CNG) for the use by industries within our Development as a "Zero Waste Zone".

This first area will become the Infrastructure Core for all services for the 2000 Mu planned. Stage#1B: 30 Mu dedicated as KDTS Services Department. This section is designed for preliminary waste holding and processing, fuel storage tanks, potable water and electricity testing, metering with required site distribution switchgear for distribution from the electricity generation of Stage #1A. All services will pass through this site for pre-processing, monitoring, testing, holding, and metering. The combined sites will supply services for all 2000 Mu of Phase#1 and Phase#2 as the independent services for upgrade for the development. From this point forward the land will have the general services and distribution corridor plan submitted for the total land area. For the 1st 700 Mu will have dedicated site infrastructure for at least two other land parcels. Stage #1C: 20 Mu shall be sold, leased, or partnered with as a Joint Venture with KCEL-HK for a commercial high rise building on the upgraded land as the KCEL headquarters. This first commercial building will demonstrate several advanced technologies being applied with fully integrated services within the services grid, not requiring any services from and branch of government support other than the road interface connection. The base land price for this 20 Mu will be RMB 1,800,000 per Mu including full services upgrade to site. The minimum footprint will be 3600 m2 for this building. Stage #1D: 200 Mu will be sold/leased and or be a cooperative agreement for the "Water Buyer". For this project to become feasible, it requires a user of our production services. As a result, this property will be a Water Bottling Company with the designed capacity for purchasing 30,000 m3 per day. We estimate the land value of not less than 400,000 per mu with full services provided. The current building plan of under 58,000 M2 is required for the water bottling plant. The water buyer would like to reserve for 3 years an additional 200 Mu for expansion with our full service agreement whereas needs to be considered sold for future development from the first 700 Mu site plan. Stage #1E: Reserved property with upgrade for initial water buyer for 3 years, the deposit of RMB 16,000,000 will be held for land upgrade and planning documentation. Stage #1F: The remaining land area from the first 700 Mu is approximately 200 Mu and we will provide a services corridor planned with an extending network designed for Phase 2 Stage #1 of the secured 1300 Mu.





# Project Summary

## GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

**Stage #1F:** The remaining land area from the first 700 Mu is approximately 200 Mu and we will provide a services corridor planned with an extending network designed for Phase 2 Stage #1 of the secured 1300 Mu. **Phase#1:** In conclusion will have the minimum services capacity as follows: **Base Potable Water Production,** 30,000 m3/day under Stage 1. **Secondary water** minimum of 100,000 m3/day under Stage 2. This processing volume may be expanded to over 130,000 m3/day from this site without site expansion. - **Wastewater treatment center** with the base design capacity of 50,000 m3/day without site expansion. **Electricity Generation** will be ramped as it is required and have buyers to consume the electricity however we expect 50 MWh from the start with the fuel energy capacity for 500 MWh without site expansion. - **Toxic waste capacity handling** capacity can be expanded within the site for 25,000 ton per day without site expansion however will need fuel storage and or a buyer for the energy of 1.2 GWh to 5GWh depending on the chemical structures of the waste requiring destruction processing. **Phase #2 Stage1** and **Phase#2 Stage2** will be developed closely together with both submitted within 30 days from each other if permitted for the total remaining 1300 Mu. **Phase #2 Stage1** will be another 700 Mu with an upgraded corridor structured for expansion throughout the site and will take approximately 90 to 120 days for completion. The upgraded land will be offered to industrial and commercial production factories that would be considered high waste generating facilities. We plan for high volume service consumption companies using water, waste services, fuels, electricity or producing solid waste & sludge to be processed. For this development stage ,the upgraded infrastructure corridors will provide all types of waste handling with the intention of capturing all waste from the sites to be handled 100% with our own waste processing facilities. All energy, water and water treatment services will be processed with very good rates to our development cooperative factories.

**Phase #2 Stage2** will add a further 600 to 700 Mu to conclude the 2000 Mu commitment agreement with the Governmental planning departments. This will be handled the same as Phase #2 Stage1 and likely most or all of the work will be completed about the same time. This "Zero Waste Zone" is also scheduled and designed for expanding with production services for desalination with 100,000 m3 water desalination to include salt extraction, independent electrical production from the toxic bay extracted materials and are to be handled through our waste destruction services. This area is in great need of our waste destruction processing capability and we can expand quickly as part of the "New Beijing" plan. As we implement new technologies forward, Air, Water, Waste and Energy will be fully sustainable within our Zero Waste environmental zone.





# Financial Summary

GHBH Presents **KARLY DESALINATION (TANGSHAN) LIMITED**

INVESTOR INFORMATION		
<b>Water Production Revenue</b>		
Purchase rate per m3	\$ 2.22	¥ 15.31
Sale rate per m3	\$ 5.55	¥ 38.28
Gross Gains for Water Production	3.330	¥ 22.97
<b>Water Processing</b>		
m3/day	Markup	Daily Sales
30,000	\$ 3.33	\$ 99,900
	¥ 22.97	¥ 689,110
RMB Exchange Rate		¥ 6.898
<b>Annual Water Sale Revenue</b>		
Gross Water Sale Gains	\$ 32,967,000	
	¥ 227,406,366	
Contract Years		10
RMB		¥ 2,274,063,660
<b>Annual Gross Gain Shareholder Value Water Only</b>		Gross Share Value Example
KDTS	79%	¥ 179,651,029
INVESTOR	21%	¥ 47,755,337
Net Gain	73%	¥ 34,622,619
Water Sales 10 Year Gains	Inv- 21% share Return	¥ 346,226,192
Water Only	In USD	\$ 50,192,258

KCEL-HK will enter into a water production agreement with GHBH affiliated advanced technologies companies to supply fuel to KDTS and its clients. KCEL-HK will be paid USD \$2.22 per cubic meter.

KDTS will sell high grade water as water services within mainland China, meeting certification standards of China, also to be verified with Hong Kong and USA testing laboratories for quality standards at the rate of USD \$5.55 per cubic meter.

KDTS will wholesale specified water having a minimum gross gain of USD \$3.33/m3 and with an average business operational cost of 27% or less for expected net gains of more than USD \$2.43/m3 profit, (RMB 16.768/m3).

KDTS minimum volume to the "Water Buyer" will be 10,950,000 m3 per year as the base production volume at the profit rate of \$2.43/m3. The water production value is USD \$26,608,500 per year and paid in RMB 183,545,433 net revenue for 1st year production.

Considering that KDTS as shareholder maintains control of the land development assets with 79% of the shares with full control of land conversion, the minority investor with 21% of the shares maintains escrow holding with GHBH for repayment of the funds remitted as the investment amount of USD \$21,000,000.

GHBH agrees to settle the accounts as we strike a balance of the risk of investment on the revenues verses the asset gains that may or may not have liquidity. KCEL-HK and KDTS agree to the GHBH management decision based on investment risk against the invested for the good of all parties until such time 100% of the investors funds are secured until the base investment has been repaid to the Investor/Shareholder. Upon the base amount repaid without interest, the dividend and reinvestment scheme will be divided by the shareholder percentage position.

LAND PURCHASE 2000 MU W/UPGRADE			LAND HOLDING AND SALES PROJECTIONS					
700 Mu	1300 Mu	2000 Mu	From the first 700 Mu we will have some sales, however the sales are strategic sales and places all the base infrastructures required for the total 2000 Mu in the full operational plan. 300 Mu is dedicated and the 400 Mu is upgraded and ready for development.					
Initial Transfer Investment	Securities for 2nd deposit on 1300 Mu	Total Investment Commitment Required						
\$14,500,000	\$ 6,500,000	\$ 21,000,000						
With RMB	¥ 144,858,000		50 Mu	30 Mu	20 Mu	200 Mu	200 Mu	200 Mu
¥ 276,000	700	1300	Sale	Utilize	Sale	Sale	Hold	TBD
Land Purchase and Upgrade cost per Mu	Phase#1 Stage1 and Stage2 full upgrade value	Phase#2 Open for Development with partial upgrade value	Technology Production Companies for full integrated services	Used for input and output services	Sale to KCEL-HK for trade tower	Sale to the Water Buyer for Bottling Operation	Upgrade and Hold for Water Buyers	Upgrade and Hold for any Factory as required
¥ 193,200,000		¥ 358,800,000	1300 Mu Upgraded for Industrial Commercial Development					
Total Cost	¥ 552,000,000		Prices of land with and without upgrade on 1st 700 Mu					
Minimum Upgraded Value per Mu		¥ 500,000	300,000		1,800,000	500,000	600,000	750,000
Base Value 1300 Mu		¥ 650,000,000	15000000		36000000	100000000	120000000	150000000
Expected Value/ Mu		¥ 1,300,000,000	Values on 700 mu		¥ 421,000,000	Total 2000 Mu lowest value gains		
1,000,000	Gains on 1300 Mu	¥941,200,000	Gains on 700 Mu		¥ 227,800,000	¥ 1,169,000,000		

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Project Financial Summary with Revenue Overview for the first year					
KDTS Project Current Registered Capital (Booking)	\$	100,000,000	¥	689,800,000	
Cash Capital Required for Phase#1 Stage1 and Stage2 plus 20% deposit on Phase#2	\$	21,000,000	¥	144,858,000	
Phase#1 Stage1A: Sale of 50 Mu for the Project Infrastructure Service Provider Companies	¥300,000 /Mu	¥15,000,000			
Stage #1C: 20 Mu shall be sold, leased, partnered with as a Joint Venture with KCEL-HK with full upgrade	¥1,800,000 /Mu	¥36,000,000			
Stage #1D: 200 Mu will be sold/leased and or cooperative agreement for the “Water Buyer”	¥400,000 /Mu	¥80,000,000			
Stage #1E: Reserved property with upgrade for initial water buyer whereas places a 20% 3 year holding deposit.	¥400,000 /Mu	¥16,000,000			
Sales Revenue and Investment Calculations in ¥ & \$	¥	291,858,000			
PRODUCTION SALES AND SERVICES AGREEMENTS					
Water Buyer Base Production Agreement Deposit of 50% of first years supply agreement. (Cubic meters per year)	m3/year	50% of \$5.55			
	10,950,000	\$30,386,250			

USD to RMB	
¥ 6.898	
Land and Upgrade cost per Mu	
666.66 m2/Mu	
¥ 276,000	

Project Financial Summary with Expenditure Overview			
Phase#1 Stage#1 and Stage#2 700 Mu Land Acquisition	¥	193,200,000.00	
Land Acquisition 20% Deposit on 1300 Mu & Land Plans	¥	52,000,000.00	
Stage#1B: 30 Mu dedicated as KDTS services department and requires full design and development plan	¥	1,200,000	
Stage #1F: The remaining land area of an approximately 200 Mu will have services corridor and fully upgrade	¥	8,000,000	
One Year Water Production Supply Agreement paid through GHBH Mgmt to KCEL-HK to GHBH Suplyers	\$	2.22	\$24,309,000
Sewage Treatment Processing for the clients of the 700 Mu as property upgrade services (Processor)	Equipment Deposit		\$ 5,250,000
RMB Totals from above	¥	254,400,000	
USD Totals from above	\$	29,559,000.00	
Total Funds Output Cost	¥	458,297,982	
Base Revenue and Investment less the Base output cost and purchases not including land plans and site upgrade	\$	6,257,520	
	¥	43,164,371	

Development Funds
\$ 42,310,525
Total Production Sales Funds
\$ 72,696,775





# Financial Summary

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

Projection Financial Summary for other revenue steams					RMB-USD rate		Investment cost over projected sales and expected profit				
List of other revenue streams		KWh/day X	24		¥	6.8980	New Production Gross Revenue		Production \$/Yr	Integrated Design Deposit	
Discriptions	Trade Name	Production rate per day		Charge Rate	Gross Profit/day	Estimated	Annual Gross Profit Value		365	Percentage	Integration Discount
		MMBTU	TON / KWH			Unit Price	Sale Price	Days/Year	350		
Liquid Fuels and Gasses	UCF	100,000		\$ 5.65	\$	323,000	\$ 8.88	\$ 113,050,000	\$ 206,225,000	30%	\$ 61,867,500
	Carbon Free		1500	\$ 488.800	\$	211,800	\$ 630.00	\$ 74,130,000	\$ 267,618,000	15%	\$ 40,142,700
	SynFuel		60	\$ 465.00	\$	9,300	\$ 620.00	\$ 3,255,000	\$ 10,183,500	0%	\$ -
	Hydrogen 5n		1.5	\$ 3,400	\$	2,100	\$ 4,800.00	\$ 735,000	\$ 1,861,500	100%	\$ 1,861,500
	LN2 Nitrogen		1000	\$ 72.10	\$	75,900	\$ 148.00	\$ 26,565,000	\$ 26,316,500	30%	\$ 7,894,950
Gaseous (Industrial Gas)	Hydrogen 5n		6	\$ 2,400.00	\$	8,400	\$ 3,800.00	\$ 2,940,000	\$ 5,256,000	30%	\$ 1,576,800
	Nitrogen 3n		50	\$ 28.00	\$	1,850	\$ 65.00	\$ 647,500	\$ 511,000	100%	\$ 511,000.00
	Oxygen 5n		1000	\$ 55.00	\$	33,000	\$ 88.00	\$ 11,550,000	\$ 20,075,000	50%	\$ 10,037,500
	Argon		2	\$ 250.00	\$	500	\$ 500.00	\$ 175,000	\$ 182,500	100%	\$ 182,500
	Co2		11	\$ 5.00	\$	44	\$ 9.00	\$ 15,400	\$ 20,075	100%	\$ 20,075
Electricity Production	KVA /Power		50,000	\$ 0.0750	\$	15,600	\$ 0.088	\$ 5,460,000	\$ 32,850,000	0%	\$ -
Carbon Extraction	CO2		1.5	\$ 800.00	\$	1,950	\$ 2,100.00	\$ 682,500	\$ 438,000	100%	\$ 438,000
Salt Extraction	Seasalt (FG)		2520	\$ 55.00	\$	138,600	\$ 110.00	\$ 48,510,000	\$ 50,589,000	50%	\$ 25,294,500
	Medical Grade		110	\$ 2,500.00	\$	550,000	\$ 7,500.00	\$ 192,500,000	\$ 100,375,000	25%	\$ 25,093,750
	Industrial Spec		110	\$ 35.00	\$	3,850	\$ 70.00	\$ 1,347,500	\$ 1,405,250	50%	\$ 702,625
Desalination for Potable Water			130,000	\$ 2.22	\$	432,900	\$ 5.55	\$ 151,515,000	\$ 105,339,000	100%	\$ 105,339,000
Sewage and Sludge Treatment			10,000	\$ 1.85	\$	11,500	\$ 3.00	\$ 11,500.00	\$ 6,752,500	0%	\$ -
				SUB TOTAL	\$	1,820,294	SUB TOTAL	\$	481,562,900	Sub total	
				¥	12,556,388	RMB /YUAN	¥	3,321,820,884	\$ 829,245,325	Deposit Req	\$ 280,962,400
				76.50%	Average Annual Net Profit		¥	2,541,192,976			
PRIMARY PILOT PROJECT CAPACITY											
DESALINATION PLANT (WATER)											
30,000 m3 per day Phase#1 Stage1			30,000	\$ 2.22	\$	99,900	5.55	\$ 34,965,000	\$ 24,309,000	100%	\$ 24,309,000
	SynFuel		60	\$ 465.00	\$	9,300	\$ 620.00	\$ 3,255,000	\$ 10,183,500	100%	\$ 10,183,500
Sewage and Sludge Treatment			10,000	\$ 1.85	\$	11,500	\$ 3.00	\$ 4,025,000	\$ 6,752,500	100%	\$ 6,752,500
Electricity Production	KVA /Power		50,000	\$ 0.0750	\$	15,600	\$ 0.088	\$ 5,460,000	\$ 32,850,000	50%	\$ 16,425,000
									Deposit total	\$57,670,000	
Water Buyer 1st Year Deposit Payment			30,000			\$ 5.55			Water Production Deposit		\$60,772,500

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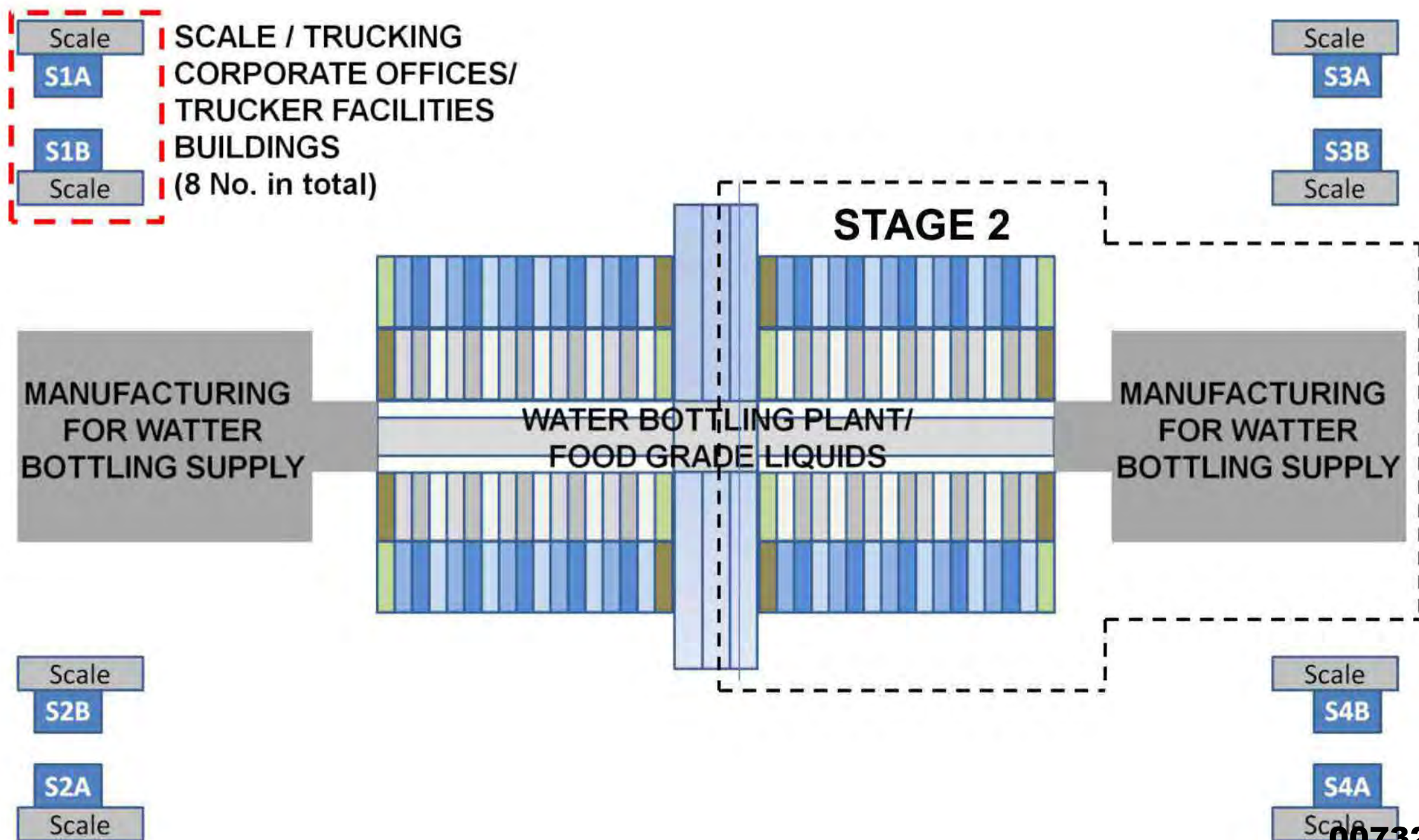




# Investment Development Package

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

## Total Site Facilities Layout PlanPhase







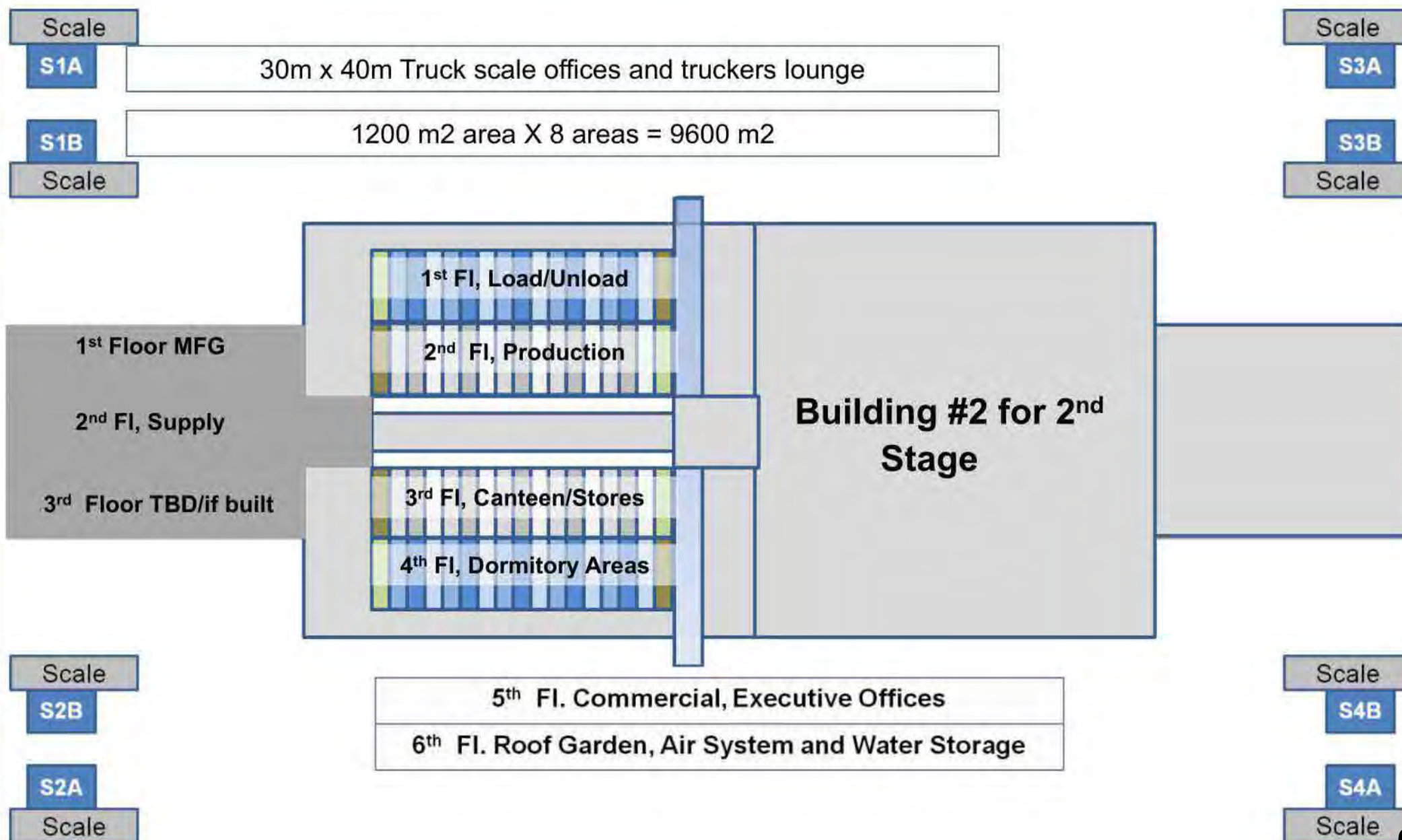
# Investment Development Package: Phase 1

GHBH Presents **KARLY DESALINATION (TANGSHAN) LIMITED**

For this site plan we added the truck scales and transport group facilities S1A -4 and S1B-4 for a total of 8 truck scales and be expanded.

Buildings for logistics personnel is included. Shower, beds, food, truck store, phones and several other amenities will be added.

Refueling stations are also in the plan however the locations can not be determined at this time



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# Investment Development Package: Phase 1

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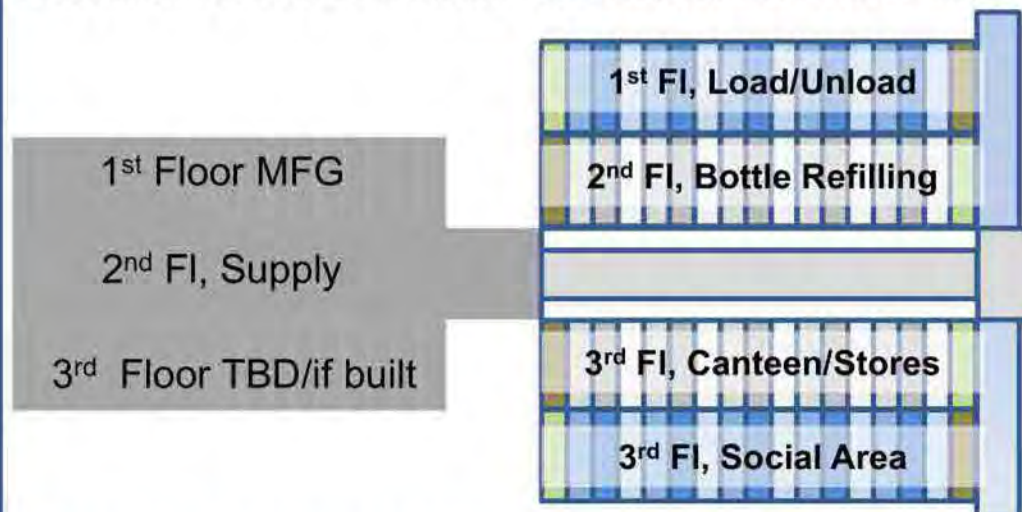


SECTIONAL ELEVATION:  
WAREHOUSE N.T.S

SECTIONAL ELEVATION:  
BOTTLING PLANT N.T.S.



BUILDING ELEVATION: WARE HOUSE AND BOTTLING PLANT N.T.S



BUILDING PLAN: WAREHOUSE AND BOTTLING PLANT N.T.S.





# Investment Development Package: Phase 1

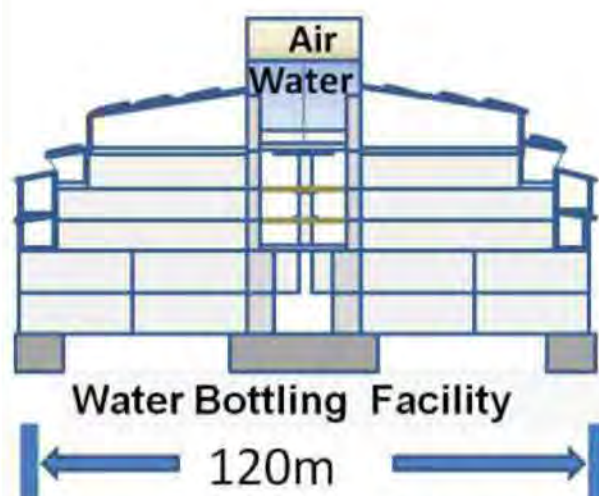
GHBH Presents **KARLY DESALINATION (TANGSHAN) LIMITED**

**Air System:** At the top of the building we filter and processed air to be distributed throughout the building to maintain the highest of health and safety standards

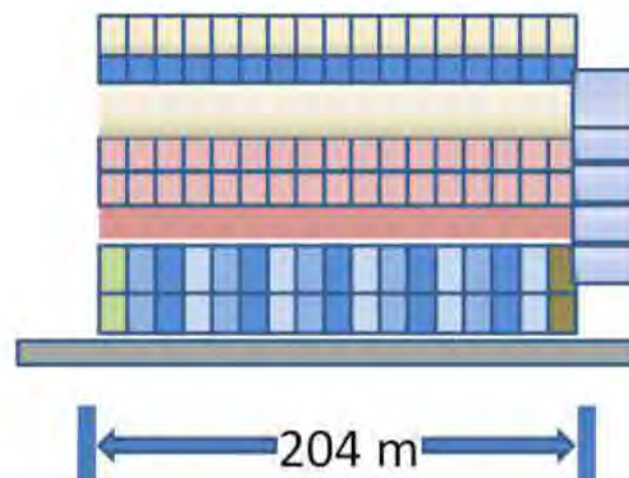
**Water Storage System:** At the top of the building we added water storage systems for food grade water. In addition we will install standard wash water and emergency.

**1<sup>st</sup> floor Production bays:** 60 Primary Water Bottling Systems with at least 6 backup bays of the same size and type systems in the event any systems needs to change out to the backup units while being serviced. This will guarantee high quality services with physically no days of delay. An additional 2 bays with other size service equipment or just bottle refilling stations are planned and will include promotional marketing and training units.

**1<sup>st</sup> floor Loading and Unload bays:** For each production bay there is a loading area with one side handling the full bottles and the other side handling the empty bottles.

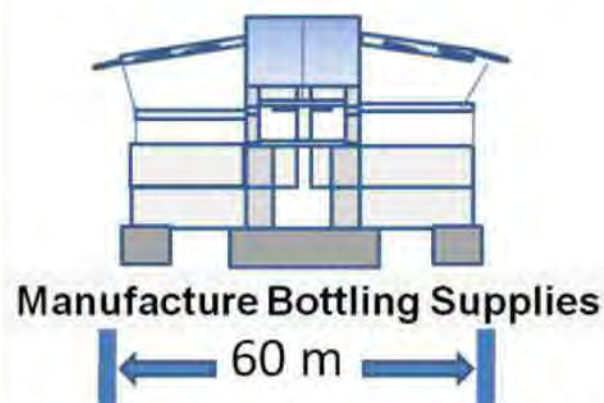


**WATER BOTTLING BUILDING** N.T.S.

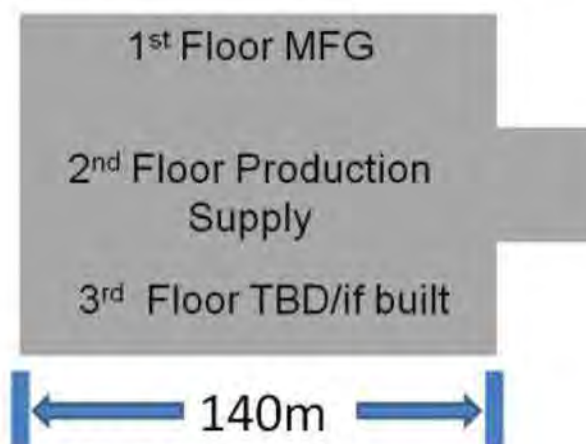


Water Bottling Base  
floor area 24,480 m<sup>2</sup>

**Water  
Buyer  
Building  
floor area  
32,800 m<sup>2</sup>**



**BOTTLE MANUFACTURING BUILDING** N.T.S.



Manufacture area Base  
floor area 8400 m<sup>2</sup>

**Manufacture Bottles & Supplies:**  
All three floors will be designed for heavy vibration and heat variations for the bottles, caps and handles with injection molding and stamping machines.

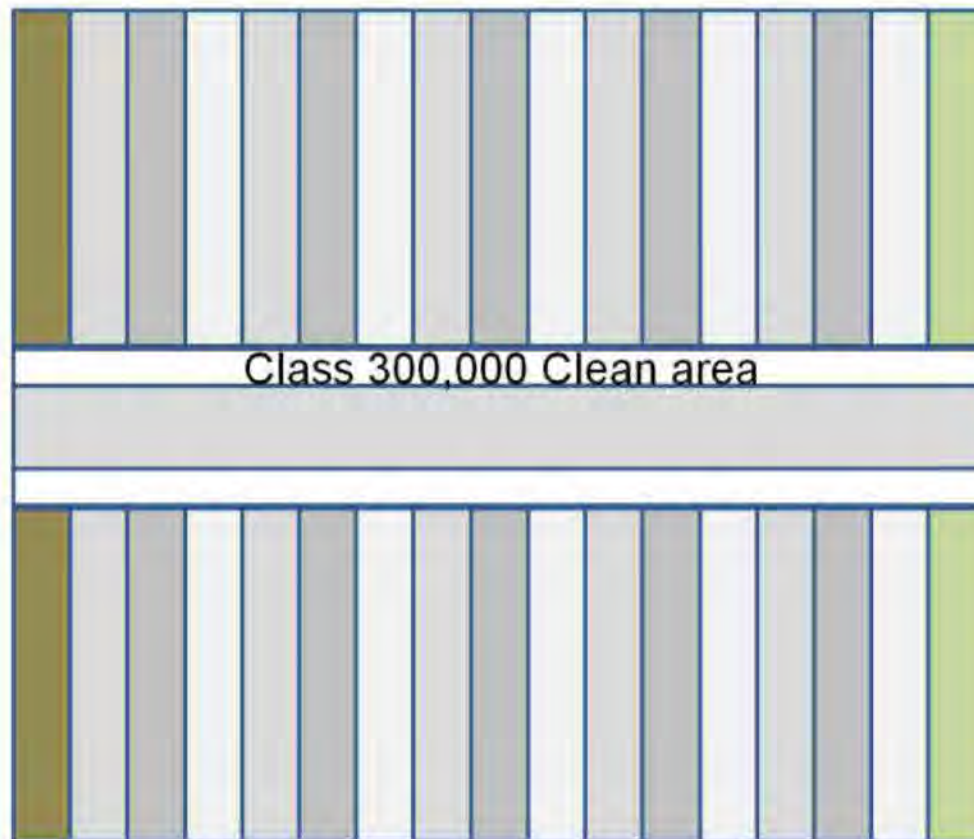




# Investment Development Package: Phase 1

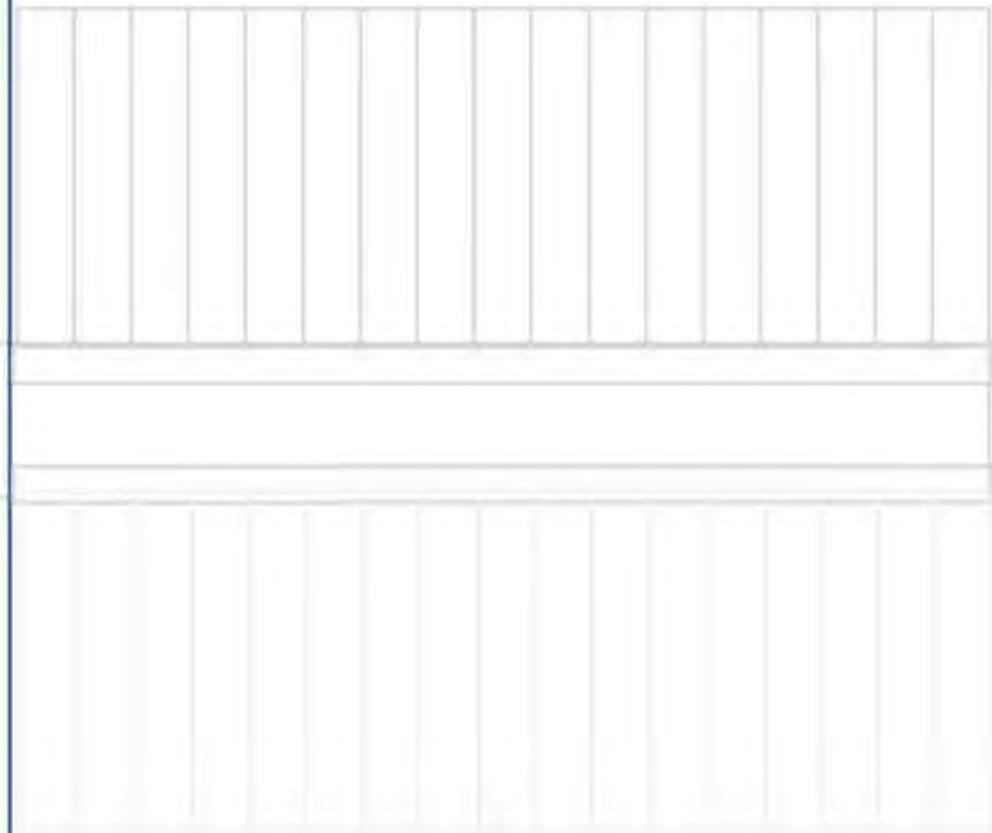
GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

Each Bay on the Main Floor consist of 12 meters wide from center to center and 50 meters long. "600 m<sup>2</sup>" per bay per floor.



Main production lines  
1<sup>st</sup> fl 600, 2<sup>nd</sup> fl, 600 4<sup>th</sup> fl 600  
Including Shared space = 2160 m<sup>2</sup> /bay  
lease. 30 Primary Bays plus 4 backup  
units as Primary lease for water plant

Main production line area 12m X 30m  
Loading and Unloading bay 12m x 20m  
Plus shared internal access area 5m x 12m





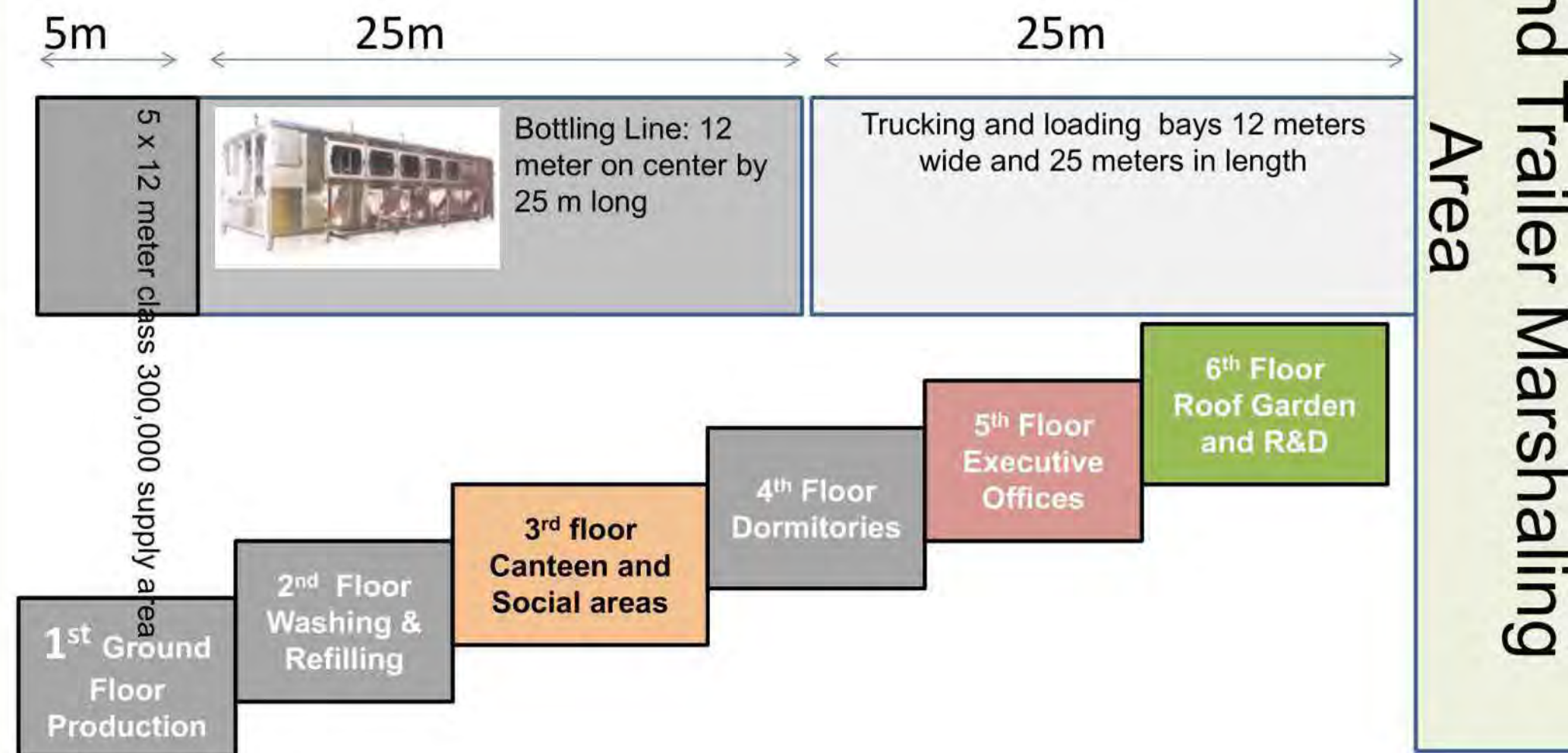


# Investment Development Package: Phase 1

GHBH Presents **KARLY DESALINATION (TANGSHAN) LIMITED**

Each bottling bay is independent of each other and may present different product names and or specialty processed water or mixed drinks depending on the clients desires. Depicted here are for the large water bottles, 5 gallons/18.9 liters with the capacity of 1200 bottles per hour.

The docks and loading bays are designed specifically for this size of packaging and loading model of 28,800 bottles/day. This equates to about 2 trucks per hour.







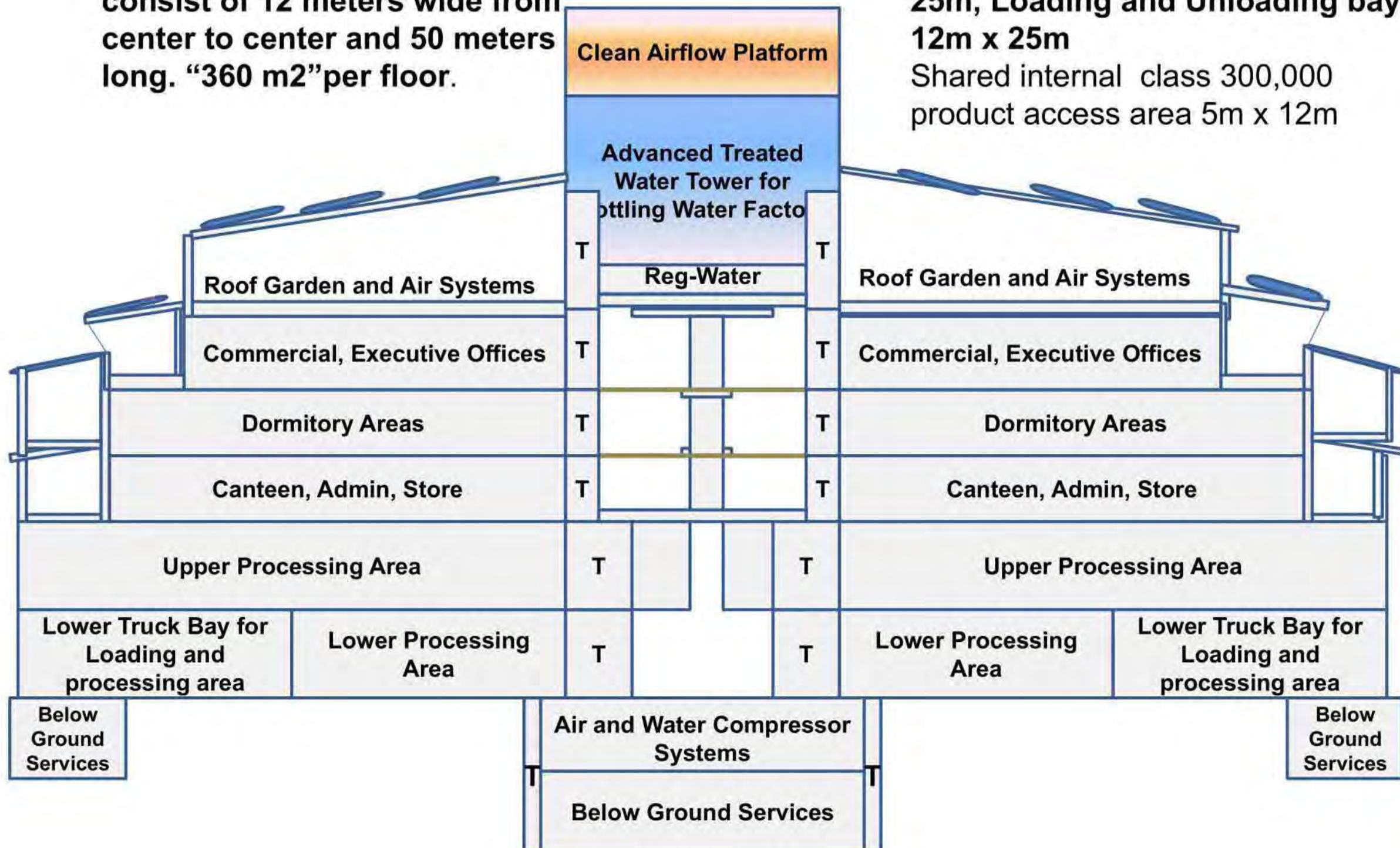
# Investment Development Package: Phase 1

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

Each Bay on the Main Floor consist of 12 meters wide from center to center and 50 meters long. “360 m<sup>2</sup>”per floor.

Main production line area 12m X 25m, Loading and Unloading bay 12m x 25m

Shared internal class 300,000 product access area 5m x 12m



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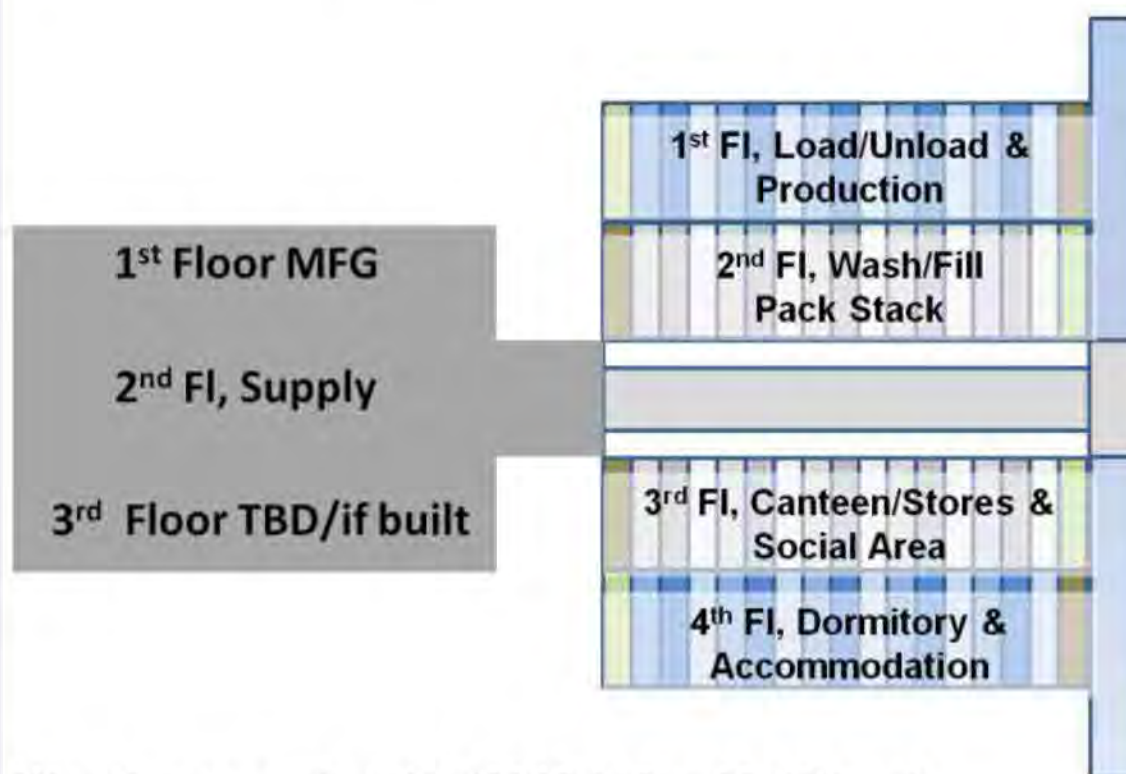


# Investment Development Package: Phase 1

**GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED**

The bottling site will consist of two buildings for bottling with 34 primary bottling and truck loading bays, in addition will have two supply warehouses. The total of 68 bottling bays whereas 8 bays will be backup bottling and or special production lines.

The total warehouse, bottling and transportation facility is approximately 44,800 to square meters. We suggest that the minimum land for this operation should be no less than 200 Mu and or general plan for 420 Mu should be considered.



Warehouses 2 units X140 \*60 = 16,800 m<sup>2</sup>

Water Bottling area 2 units X140 \*60 = 16,800 m<sup>2</sup>

Covered Truck Areas with storage above 4 X140 \*20 = 11,200 m<sup>2</sup> ( + roof garden)

Total Main Building area 44,800 m<sup>2</sup> Footprint

Each bottling bay has the capacity of over 10 million large bottles per year.

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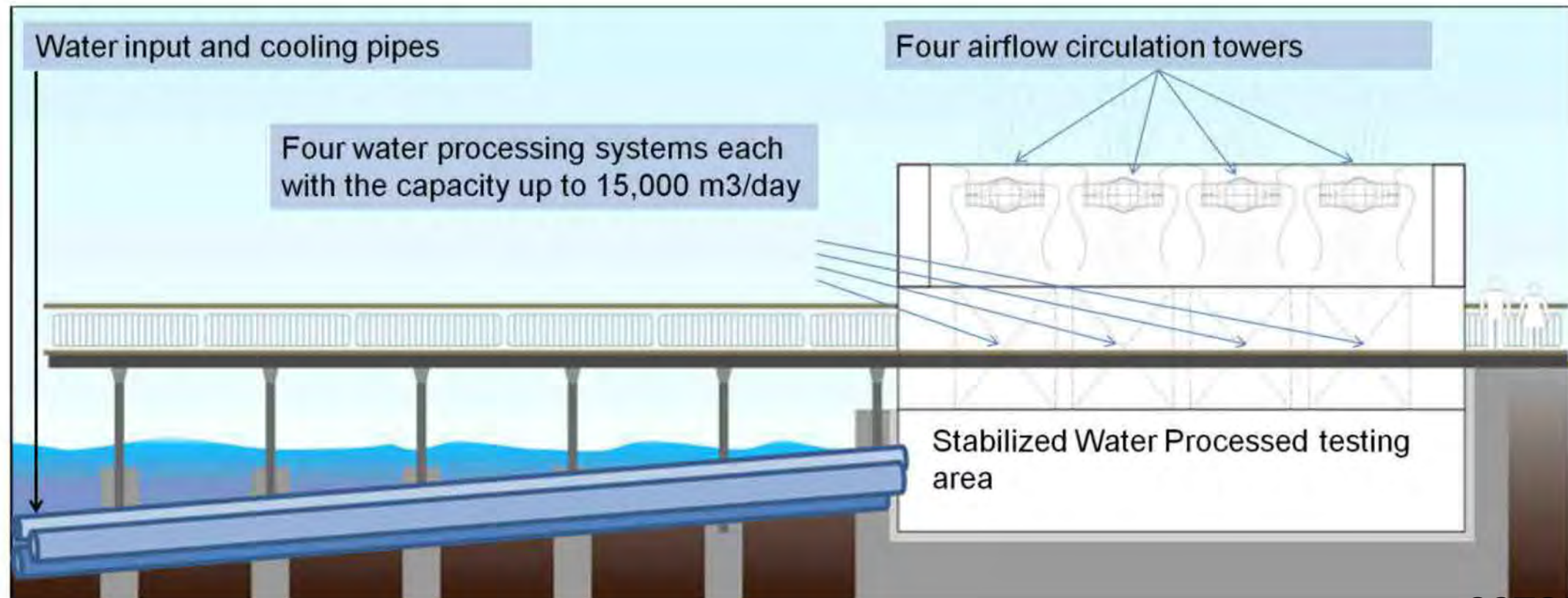
# Investment Development Package: Phase 1

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

To speed up the process of the construction we will do a pile and pier type dock from a land based trench. The side walls can be plates driven into the sands and soils with an upper deck or dock for operations.

The modular systems will be placed on a cement or Basalt composite footing pad designed to handle the high pumping, Air flow and water derived vibration.

From the day the equipment has arrived the water production is expected to be at 100% capacity in less than 36 hours.







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# THEDZ Zoning Plan

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

## Strategic Development Plan

Starts with the right location to best support the total area with high grade drinking water, handle the power wastewater, MSW and toxic waste materials with the use of the waterways.

### PHASE # ONE

Water Production

Water Bottling

Power Generation

Sewage Treatment

Atmospheric (Air)  
Processing Plant

30,000 m<sup>3</sup>/day



### PHASE # TWO

Desalination, Water  
100,000 m<sup>3</sup>/day

Toxic Waste System  
Process 25,000 TPD

Waste to Bio-fuel  
Refinery 20,000 TPD

MSW Solid Waste  
Destruction 10,000  
TPD (ZERO WASTE)

Salt Extraction (IFG)  
processing 3,000 TPD

Clean Sustainable  
Electricity Production  
1200 MW/h minimum

CNG/UCF for local use

All systems will be  
designed to the  
minimum, handle  
125% of onsite  
infrastructure services

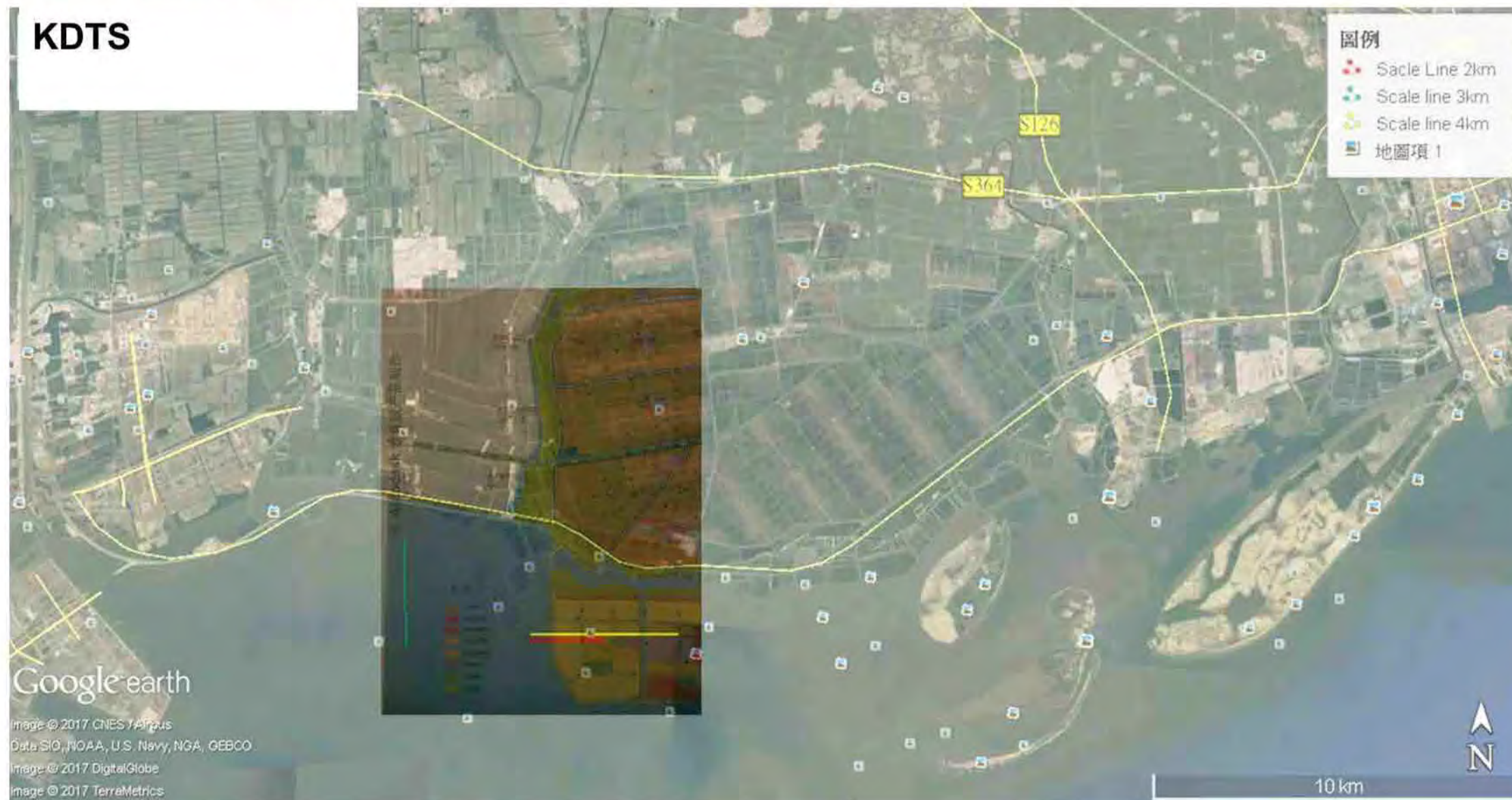
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# Project Location Within THEDZ

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED





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1st Floor: 1500 sq ft  
2nd Floor: 1500 sq ft  
3rd Floor: 1500 sq ft  
1st Fl. Load/Unload  
1st Fl. Production  
1st Fl. Canteen/Stores  
1st Fl. Social Area

Space for 2nd Building

100m x 333.3m  
= 50 mu

100m x 333.3m  
= 50 mu

50 Mu Water Processing

Dredge this area to make deeper for water services

100m x 130m  
= 20 mu

250Mu





# Contact Details

**GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED**

**GHBH will be the providers of Technology Implementation plus Project and Financial Management Services for and on behalf of KDTS for the Pilot Project plus any subsequent projects.**

**GLOBAL HUMAN BENEFIT HOLDING  
LIMITED Hong Kong CR: 139612017/F.,  
Wing Sing Commercial Centre, 12 – 16  
Wing Lok Street Hong Kong T: + 852  
8170 2971 E: ghbh@ic1.biz Skype:  
GlobalIC1**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Robert White](#)  
**Subject:** FW: OPERATION AND MANAGEMENT SERVICES FOR THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN  
**Date:** Friday, March 27, 2020 3:22:00 PM

---

*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)

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**From:** David Norton <davidnorton@nortonlawoffice.com>  
**Sent:** Friday, March 27, 2020 2:16 PM  
**To:** Terry Tyson (b) (6) @yahoo.com>; Corey Martin (b) (6) @mws,llc>  
**Cc:** Prince Chestnut <chestnutlaw@att.net>; Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Subject:** Re: OPERATION AND MANAGEMENT SERVICES FOR THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

Terry and Corey,

Just to be safe, I have sent out the following email to potential bidders:

Just a follow with some additional information.

There is a possibility that Terry Tyson's group which is working onsite now as a subcontractor to EOS may offer a bid on the management contract. Corey Martin is working with him. They are both willing to give tours, but for the sake of full disclosure, there could be a potential conflict of interest in their giving tours of the facilities, if they should ultimately decide to give

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us a bid. John Williams with the City of Uniontown (334) 419-6269 (Uniontown Supervisor) is also willing to give tours, so if there is any hesitation with using Terry or Corey, it may be the safest bet to ask John Williams for the tour. If this fails, please let me know, and I will try and find someone else. It is important to us that everyone is treated fairly in this process.

Also, for your information, the Waterworks and Sewer Board of the City of Uniontown has their monthly meetings on every second Tuesday at 10:00 A.M. (The next scheduled meeting is Tuesday, April 14th, at 10:00 A.M.) Until the crisis clears, they plan to hold their meetings by teleconference. Please stay in touch with Prince Chestnut so that you can be apprised of the call-in telephone number and access code, as well as any special call meetings that may come up in case you want to monitor the meeting, or even take the opportunity to say hello to the board members. Just let either Prince Chestnut or I know if you wish to be included on the agenda.

Please let me know if you have any questions about the proposed management contract, or bidding process.

David B. Norton  
Attorney at Law  
1000 Water Avenue  
Selma, Alabama 36701  
(334) 874-4400  
(334) 431-5171 (fax)  
email: [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)

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Thank you.

**From:** David Norton  
**Sent:** Tuesday, March 24, 2020 1:32 PM  
**To:** Terry Tyson  
**Cc:** Corey Martin ; Prince Chestnut  
**Subject:** OPERATION AND MANAGEMENT SERVICES FOR THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

**007343**



Mr. Tyson,

Attached please find the RFP and proposed contract for third party management for the Waterworks and Sewer Board of the City of Uniontown. The water and sewer was previously run by the City of Uniontown itself. This is a newly formed organization which is separate and apart from the City of Uniontown. E.O.S. is currently managing the system.

The bid opening is scheduled for Friday, April 24, 2020 at 4:00 P.M.

In the event you are interested in a tour of the facilities, please request a tour from Corey Martin (b) (6) (cell), or you may try Terry Tyson (b) (6) (cell), or John Williams with the City of Uniontown (334) 419-6269 (Uniontown Supervisor).

Allen Bowen with USDA is extremely familiar with this project if you have any questions for him: (334) 279-3617 (office); or (334) 322-4147 (cell).

Ed Morris of Sentell Engineering is the engineer who is working with the system: (205) 752-5564 (office) (b) (6) (cell).

Emefa Butler is the liaison to the City of Uniontown who is familiar with the transfer process and the system: (334) 663-1334.

Rob White with ARWA has been helping the system during the transition to get established: (334) 396-5511 (office); (b) (6) (cell).

Prince Chestnut is the attorney for the Board of Directors for the newly formed Waterworks and Sewer Board of the City of Uniontown. He can be reached at (334) 875-7779 (office) or (b) (6) (cell).

I hope that you will consider bidding.

Please let me know if you have any questions, and I will do my best to help.

Thank you.

David B. Norton  
Attorney at Law  
1000 Water Avenue  
Selma, Alabama 36701

**007344**



(334) 874-4400

(334) 431-5171 (fax)

email: [davidhorton@nortonlawoffice.com](mailto:davidhorton@nortonlawoffice.com)

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**007345**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Gordon, Nivory - RD, Camden, AL](#)  
**Subject:** FW: Uniontown Call  
**Date:** Tuesday, August 27, 2019 12:05:00 PM

---

Let's discuss!!!

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Flesher, David - RD, Boise, ID  
**Sent:** Tuesday, August 13, 2019 6:55 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** Uniontown Call

Allen,

Sorry that the call kept dropping. I figured you would call back if needed when you got in a better cellular coverage area.

You are right this is a unique project. I briefly reviewed the PER and the LOC, and still think the best way forward would be to issue an amended LOC to the City and have them accept it, and then do something similar with the new Utilities Board.

Is there a specific date or deadline on when you want the City to transfer the assets and indebtedness over to the Utilities Board? If so, you should probably include that deadline in the LOC amendment as well. In reviewing the LOC it just says that the City must establish a Utilities Board for the "operations of the Water and Sewer System." Unless I missed it, I don't see where the transfer of the assets and assumption of the USDA indebtedness is spelled out as required. I also assume since the section is in the "Prior to going out to bid" section, that would be the deadline for the transfer, along with getting OGC concurrence of the T&A.

What is the position of the other funders of the project? Are they on board with the transfer of assets to the Utilities Board? Just need to make sure it is coordinated and consistent if at all possible.

**007346**



Who do you envision hiring the operator at this point, would it still be the City? Or would it be the Utilities Board?

Now that the Utilities Board has been established, and I assume USDA has reviewed, submitted to OGC, and concurred on the proposed articles and bylaws – you would need to issue an amended LOC or something very similar to the Utilities Board as well that spells out all of the requirements, not only for the new funding, but also the transfer and assumption of the existing indebtedness as well, the requirements for On-site management, annual mandatory training, etc.

I assume that the On-Site Management sentence would be applied to both.

Annual Mandatory Training – would that apply to both the City and the Utilities Board, or just the Utilities Board?

If you would like some examples of possible LOC Amendment language, please let me know.

Again – sorry that your call kept dropping.

Dave  
DAVID A. FLESHER | Community Programs Specialist  
Program Operations Branch  
Water and Environmental Programs  
USDA Rural Utilities Service  
Caldwell, ID 83607  
Voice: 208.871.7164 | [david.flesher@usda.gov](mailto:david.flesher@usda.gov)  
[www.rd.usda.gov](http://www.rd.usda.gov)

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*USDA is an equal opportunity provider, employer and lender*



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Gordon, Nivory - RD, Camden, AL](#)  
**Subject:** FW: Uniontown First Board Meeting  
**Date:** Tuesday, June 25, 2019 9:37:00 AM

---

FYI

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Robert White <rwhite@alruralwater.com>  
**Sent:** Tuesday, June 25, 2019 6:38 AM  
**To:** cityofuniontown@outlook.com  
**Cc:** (b) (6) @aol.com; cnpbanks@yahoo.com (b) (6) @bellsouth.net;  
(b) (6) @yahoo.com; Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>;  
chestnutlawfirm@gmail.com  
**Subject:** Re: Uniontown First Board Meeting

It is fine to add 'auditorium' for specificity if you wish.

Feel free to create name plates for the meeting.

I'll defer to the Board on how they wish to handle minutes for this meeting. I will reach out by phone throughout the day to make contact and ask how they would like that to be handled.

Thanks!

Rob

Sent from my iPhone

On Jun 25, 2019, at 6:55 AM, "[cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)" <[cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)> wrote:

Can we add "Auditorium" to the location to be specific?

Do they need paper name plates or will ARWA provide?

**007348**



Should the City Clerk or myself be available to record minutes since this is their first meeting? (assuming the board secretary will perform after this one)

Emefa

Sent from my iPhone

On Jun 25, 2019, at 5:07 AM, Robert White <[rwhite@aruralwater.com](mailto:rwhite@aruralwater.com)> wrote:

Hello all,

Please find attached two documents:

1. A notice to post for your first Board Meeting.
2. A draft agenda for your review.

The Board notice will need to be posted at City Hall.

Please let me know if you have any questions.

Thanks!

Rob White IV

ARWA Executive Director

<Uniontown Board Notice.docx>

<UNIONTOWN FIRST BOARD MEETING AGENDA.docx>



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Gordon, Nivory - RD, Camden, AL](#)  
**Subject:** FW: Uniontown First Board Meeting  
**Date:** Tuesday, June 25, 2019 9:36:00 AM

---

FYI

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** cityofuniontown@outlook.com <cityofuniontown@outlook.com>  
**Sent:** Tuesday, June 25, 2019 5:52 AM  
**To:** Robert White <rwhite@alruralwater.com>  
**Cc:** (b) (6) @aol.com; cnpbanks@yahoo.com; (b) (6) bellsouth.net;  
(b) (6) @yahoo.com; Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>; Jamaal  
Hunter <(b) (6) gmail.com> (b) (6) hotmail.com  
**Subject:** Re: Uniontown First Board Meeting

Thanks Rob.

I'll print and add to Community Board at City Hall, Library and Cadence Banks.  
Once the regular meeting is determined Marion Times can add it to its listing of such meetings. Let  
me know if you need a contact.

Best,

Emefa

Sent from my iPhone

On Jun 25, 2019, at 5:07 AM, Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)> wrote:

Hello all,

Please find attached two documents:

1. A notice to post for your first Board Meeting.

**007350**



2. A draft agenda for your review.

The Board notice will need to be posted at City Hall.

Please let me know if you have any questions.

Thanks!

Rob White IV

ARWA Executive Director

<Uniontown Board Notice.docx>

<UNIONTOWN FIRST BOARD MEETING AGENDA.docx>



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Beeker, Chris - RD, Montgomery, AL](#)  
**Cc:** [Gordon, Nivory - RD, Camden, AL](#)  
**Subject:** FW: Uniontown First Board Meeting  
**Date:** Tuesday, June 25, 2019 9:36:00 AM  
**Attachments:** [Uniontown Board Notice.docx](#)  
[UNIONTOWN FIRST BOARD MEETING AGENDA.docx](#)

---

Chris, I plan on attending this meeting.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Robert White <rwhite@alruralwater.com>  
**Sent:** Tuesday, June 25, 2019 5:07 AM  
**To:** (b) (6) @aol.com; (b) (6) @yahoo.com; (b) (6) bellsouth.net;  
(b) (6) @yahoo.com  
**Cc:** Emea Butler <cityofuniontown@outlook.com>; Bowen, Allen - RD, Montgomery, AL  
<allen.bowen@usda.gov>  
**Subject:** Uniontown First Board Meeting

Hello all,

Please find attached two documents:

1. A notice to post for your first Board Meeting.
2. A draft agenda for your review.

The Board notice will need to be posted at City Hall.

Please let me know if you have any questions.

Thanks!

**007352**



**THE WATER WORKS AND SEWER BOARD  
OF THE  
CITY OF UNIONTOWN**

**SPECIAL CALLED BOARD MEETING**

**PURPOSE: To Address the Organizational Needs of the Water  
Works and Sewer Board of the City of Uniontown**

**JULY 2, 2019**

**10:00 A.M.**

**CITY HALL**

**100 FRONT STREET**

**UNIONTOWN, AL 36786**

**007353**



**THE WATER WORKS AND SEWER BOARD  
OF THE  
CITY OF UNIONTOWN**

- I. WELCOME**
- II. ADOPTION OF ROBERT'S RULES OF ORDER**
- III. ADOPTION OF BY-LAWS**
- IV. ELECTION OF OFFICERS**
- V. ORGANIZATIONAL NEEDS**
  - A. IDENTIFY BANK**
  - B. DETERMINE SIGNATORIES**
  - C. CORPORATE SEAL**
- VI. DETERMINE REGULAR BOARD MEETING**
  - A. DAY**
  - B. TIME**
- VII. OFFICE LOCATION**
- VIII. OTHER ORGANIZATIONAL NEEDS**



Rob White IV  
ARWA Executive Director



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Eason, Sarah - RD, Montgomery, AL](#)  
**Subject:** FW: Uniontown Logo??  
**Date:** Friday, March 27, 2020 2:44:00 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image008.png](#)

---

*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)

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---

**From:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>  
**Sent:** Tuesday, March 24, 2020 5:13 PM  
**To:** Corey Martin (b) (6) <[@mws.llc](mailto:@mws.llc)>  
**Subject:** RE: Uniontown Logo??

Sure, I like your enthusiasm, but we probably don't need to introduce logos at the Board meeting just yet. There is a lot going on and we don't need to cloud the picture.

Mark it as a 'TODO,' and we'll revisit it with the Board at a later date.

In the meantime, an alternative solution can simply be the company name with no design elements. That will suffice until we get the minimum obligations met.

Please don't take my words as a negative. I'm just trying to offer some experience and advice.

Keep up the enthusiasm.

Also, we need to discuss your draft letter. Let's schedule a chat this week. Maybe sometime Thursday?

**007356**



Let me know your availability.

Thanks,



**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



---

**From:** Corey Martin (b) (6) <[@mws.llc](mailto:mws.llc)>

**Sent:** Tuesday, March 24, 2020 4:38 PM

**To:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>

**Subject:** Re: Uniontown Logo??

Will do. It is just something I had been playing around with. I will work on a few more suggestions for the next board meeting.

Thanks for all your support.

Corey

On Mar 24, 2020, at 4:27 PM, Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)> wrote:

Hey Corey,

I have some thoughts.

I wouldn't feature the State. The board is a local service provider. How about a city seal, or county with a dot representing Uniontown? Why don't you try a few in that direction?

Thanks,

<[image010.png](#)> <[image002.png](#)> **Rob White IV**  
**Executive Director**

**007357**



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

[<image003.png>](#) [<image004.png>](#) [<image005.png>](#) [<image006.png>](#)

[<image011.jpg>](#)

---

**From:** Corey Martin (b) (6) [@mws.llc](mailto:cmartin@mws.llc)

**Sent:** Tuesday, March 24, 2020 3:03 AM

**To:** David Norton <[davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)>; Robert White  
<[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>; [allen.bowen@al.usda.gov](mailto:allen.bowen@al.usda.gov)

**Subject:** Uniontown Logo??

Just working on something. Ideas? Comments?<[image008.jpgimage009.png](#)

**007358**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Robert White](#)  
**Subject:** FW: Uniontown Water and Sewer-Meetings  
**Date:** Monday, March 23, 2020 9:29:00 PM

---

FYI

*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)

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---

**From:** David Norton <davidnorton@nortonlawoffice.com>  
**Sent:** Friday, March 20, 2020 3:19 PM  
**To:** Marilyn Miller (b) (6) @yahoo.com>; Joyce Banks (b) (6) @yahoo.com>; Christine Bruno (b) (6) @bellsouth.net>  
**Cc:** Prince Chestnut <chestnutlaw@att.net>; Emefa Butler (b) (6) @gmail.com>; Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Subject:** Re: Uniontown Water and Sewer-Meetings

All,

Marilyn Miller just called me back. We will do the telephone conference on Tuesday at 10:00 A.M.

She will try to get our public notice for the meeting up on the bulletin board this weekend.

Thanks!

---

**From:** David Norton  
**Sent:** Friday, March 20, 2020 3:01 PM

**007359**



**To:** Marilyn Miller ; Joyce Banks ; Christine Bruno  
**Cc:** Prince Chestnut ; Emefa Butler ; Allen - RD, Montgomery, AL Bowen  
**Subject:** Fw: Uniontown Water and Sewer-Meetings

All,

The management contract and RFP are ready, (attached).

We just need the final board approval, and to set the date for the bid opening. I had suggested we give bidders 30 days, but we can make that shorter if the board deems that reasonable.

I think we should do a special call board meeting on Monday, March 23rd at 2:00 P.M., if that is okay with board members. Due to the emergency, we can do the meeting by telephone (See the letter from Prince Chestnut, attached).

I have set up a number for everyone to call:

DIAL: 1+ (571) 317-3122

**Then enter Access Code:** (b) (6)

If this is okay, I will need someone to post the public notice, attached.

Please let me know if we can get this done for Monday.

Thanks.

**From:** Prince Chestnut  
**Sent:** Thursday, March 19, 2020 5:18 PM  
**To:** Robert White ; E Butler  
**Cc:** David Norton ; Bowen, Allen - RD, Montgomery, AL  
**Subject:** Uniontown Water and Sewer-Meetings

Find the attached letter in response to the COVID-19 pandemic.

Prince D. Chestnut, Esq.  
Attorney for The Waterworks &  
Sewer Board of the City of Uniontown

**007360**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Lutz, Daphne Y](#)  
**Cc:** [Berry, Kris](#)  
**Subject:** FW: Uniontown call  
**Date:** Monday, January 20, 2020 8:53:00 PM

---

Daphne, could please see that Kris get added to the list of participates.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Berry, Kris <[kberry@adem.alabama.gov](mailto:kberry@adem.alabama.gov)>  
**Sent:** Friday, January 17, 2020 3:31 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** Uniontown call

Allen,

You mentioned during the quarterly meeting that you've been holding regular conference calls regarding the Uniontown project. If possible I'd like to be added to that call. I'd like to stay in the loop on how you are managing that project. I foresee similar issues at other areas throughout the state and country and would like to know the framework by which you will see this protect through. Thanks!

Kris Berry, P.E.  
Chief, State Revolving Fund Section  
Permits & Services Division  
Alabama Department of Environmental Management  
(334) 271-7805  
[kberry@adem.alabama.gov](mailto:kberry@adem.alabama.gov)

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**007361**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Beeker, Chris - RD, Montgomery, AL](#)  
**Subject:** FW: Uniontown  
**Date:** Friday, February 7, 2020 10:43:00 AM

---

Chris, please read the response from the Utilities Board attorney regarding transfer of assets.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**From:** chestnutlaw@att.net <chestnutlaw@att.net>  
**Sent:** Friday, February 7, 2020 9:24 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Cc:** cityofuniontown@outlook.com; Gordon, Nivory - RD, Camden, AL <nivory.gordon@usda.gov>  
**Subject:** Re: Uniontown

I do not yet have a listing of properties to be transferred nor do I have any documents responsive to my requests made last week. I also understand that many properties are not owned by the city, but are owned by private citizens.

Moreover, the properties actually owned by the city related to the water and sewer board are under a lien by the IRS because the city allegedly owes several hundred thousand dollars in taxes. Thus, any property transfer would not be free and clear. It may be easier to transfer those properties owned by citizens based on this information.

These revelations are communicated to me by Ms Butler and the city attorney. No one has actually provided me the documents to verify this information. EOS attorney has not allowed EOS to contract with the Board until he sees an actual transfer or assignment of rights to the properties from the city to the Board.

Prince Chestnut, Esq.  
Attorney for the Board

**007362**



On Friday, February 7, 2020, 08:17:43 AM CST, Bowen, Allen - RD, Montgomery, AL  
<[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)> wrote:

All, I need updates on where we are on the progress of the Uniontown sewer project. Would the appropriate persons respond to the following questions.

1. Where are we on the transfer of property?
2. If the transfer of property(real estate and infrastructure primarily) is going to take some time, is it possible that the operation and management of the water and sewer can be transferred to the Utilities Board and the City execute the assignment of contract? (Prince you will need to discuss this issue with the EOS attorney.)
3. What is the status of the preparation of the assignment of the EOS contract?
4. What is the status of the advertisement for bids on the management contract? RD will need to review that entire document prior to it being submitted to the Board for approval.
5. Are all the Cage codes etc. that RD needs to begin processing the transfer of the loans and grants current in the name of the City to the Board in place and submitted to RD?
6. The transfer of ALL funds in the various bank accounts will require that the current accounts be closed and new accounts as required by RD opened and any and all funds deposited into those accounts. What ever approvals by the Town is required to expediate those transfers need to be prepared and properly approved and executed.

I am sure that I probably have over looked something so if anyone has anything to add please do so.

**007363**



It is very important that we all work together to get this transfer completed so that this project can be started for the people of Uniontown. The funds that have been committed by RD and other sources will not be available for forever so we are racing the clock.

If we all need to meet and discuss these issues as well as others, I am available.

If you have any questions, please contact me.

Thanks,

**Allen Bowen**

Allen Bowen

United States Department of Agriculture

Rural Development

Community and Business Programs Director

Office: 334-279-3617

Cell: 334-322-4147

Fax: 855-304-8457

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**007364**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Hale, Stan - RD, Montgomery, AL](#)  
**Subject:** FW: Uniontown  
**Date:** Thursday, January 2, 2020 11:31:00 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

---

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>  
**Sent:** Thursday, January 2, 2020 8:59 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** Uniontown

EIN 36-4947524  
DUNS 117356433  
SAM good thru 12-15-20  
Cage 8FZ20



## 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)



---

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**007365**



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**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Eason, Sarah - RD, Montgomery, AL](#)  
**Cc:** [Hale, Stan - RD, Montgomery, AL](#)  
**Subject:** FW: Uniontown  
**Date:** Thursday, December 5, 2019 11:18:00 AM  
**Attachments:** [CPAP Entries for Transfers Assumptions and Re-amortizations.pptx](#)

---

Sarah, review!

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Flesher, David - RD, Caldwell, ID <david.flesher@usda.gov>  
**Sent:** Monday, November 25, 2019 2:38 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Cc:** Hale, Stan - RD, Montgomery, AL <stan.hale@usda.gov>; Eason, Sarah - RD, Montgomery, AL <sarah.eason@usda.gov>; Gernentz, Megan - RD, Marshall, MN <megan.gernentz@usda.gov>  
**Subject:** RE: Uniontown

Allen,

Attached FYI is a PowerPoint that NO WEP Specialist Megan Gernentz is currently incorporating into an updated version of the WEP Tech Manual, which provides the details for processing a Transfer and Assumption in CPAP.

Thanks Megan.

Dave  
DAVID A. FLESHER | Community Programs Specialist  
Program Operations Branch  
Water and Environmental Programs  
USDA Rural Utilities Service  
Voice: 208.871.7164 | [david.flesher@usda.gov](mailto:david.flesher@usda.gov)  
[www.rd.usda.gov](http://www.rd.usda.gov)

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**007367**



# CPAP Entries for Transfers, Assumptions & Re-amortizations

WEP & CF



# Transfers & Assumption Entries

- Loan(s) transferred from one borrower to an existing borrower  
Loan(s) transferred from one borrower to a new borrower  
The Finance Office or Field Office will process the Transfer & Assumption transactions in PLAS. The applicable Transactions codes are 4A, 4D or 4G.



# Transfer to Existing Borrower

- Transferor EntriesStatus code of transferred loan558 – Loss to Government562 – No Loss to GovernmentTransfer Information on Loan Grant Section, Obligation tab

## Transfer Information

	State Code	County Code	ID Number
Transferor	52	002	870473467
Transferee	52	002	870457850
Transfer Fee			

**007370**



# Transfer to Existing Borrower

- Transferor Entries (Con't) Update Current Loan Status Date/Amount/Status Code

Loan	Grant	Type of Assistance
	14,780	373 (Grant Only) Pre-Development Grants - Water Only
	70,000	064 (Grant Only) Water Only
234,000	363,900	067 (Comb Loan & Grant) Water Only
133,000	132,000	067 (Comb Loan & Grant) Water Only
<b>\$367,000</b>	<b>\$580,680</b>	(Double Click to Edit Type of Assistance) <b>067</b>

Dates & Status

1940-1
Obligation
Loan
Grant
Financial Info (PLAS)
Disaster

Status Date
Status Amount
Current Status\*

Current Loan Status
7/ 1/2014 || ▼
\$234,000
562 - Trans and Assumed - No Loss to Govt ▼

New

Delete

Move

Create Recipient Reporting Spreadsheet



# Transfer & Assumption

- CPAP Servicing Entries (Transferor)

## Loan

[Debt Settlement](#)

[Graduation Review](#)

[Legal Action](#)

[Other Non Routine Servicing](#)

[Transfer Assumption](#)




# Transfer & Assumption

- CPAP Servicing Entries (Transferor)

[Transfer Assumption](#)

1

Add

Loan	Servicing Code	Date	Loan Amount	Grant Amount	Eligible Borrower	Date Completed
01	Transfer or Assumption	7/ 1/2014 ▼	\$234,000	\$363,900	Yes	7/ 1/2014 ▼ 



# Transfer to Existing Borrower

- Search for Existing Borrower in CPAPCreate new Project(Titled: “Assumption of XXXX Loan(s)”)TOA Code Must Match PLASComplete the Loan Tab and Date & Status tab



# Transfer to Existing Borrower

- Transferee EntriesStatus code of assumed loan408 – Eligible Borrower409 – Ineligible Borrower

Loan	Grant	Type of Assistance
		067 (Comb Loan & Grant) Water Only
		067 (Comb Loan & Grant) Water Only
		064 (Grant Only) Water Only

(Double Click to Edit Type of Assistance) [067](#)

Dates & Status

1940-1

Obligation

Loan

Grant

Disaster

Current Loan Status

Status Date\*  
7/ 1/2014

Status Amount\*  
\$234,000

Current Status  
408 - Transferred and Assumed - Eligible Borrower





# Transfer to Existing Borrower

- Transferee EntriesLoan Tab Entries

Loan	Grant	Type of Assistance
234,000		067 (Comb Loan & Grant) Water Only
		067 (Comb Loan & Grant) Water Only
		064 (Grant Only) Water Only

**\$234,000** (Double Click to Edit Type of Assistance) 067

New  
Delete  
Move  
Create Recipient Reporting Spreadsheet

Dates & Status	1940-1	Obligation	Loan	Grant	Disaster
Loan Amount*		234,000			
Interest Rate		4.2500 %			
Type of Payment*		Monthly			
Interest Rate Level*		<input type="radio"/> Intermediate <input checked="" type="radio"/> Market <input type="radio"/> Poverty			
Repayment Period (Years)		40			
Number of Years Principal Payment Will be Deferred					
Maximum Repayment Period Allowed by the State		40			
Payment Amount		1,016.00			

007376



# Transfer to Existing Borrower

- Transferee Entries Transfer Information on Loan Grant Section, Obligation tab

## Transfer Information

	State Code	County Code	ID Number
Transferor	52	002	870473467
Transferee	52	002	870457850
Transfer Fee			



# Transfer & Assumption

- Transferee Obligation Information Contact  
National Office once the Finance Office  
Processes the Transfer & Assumption for final  
CPAP Entries for the Obligation/PLAS  
information: Jim Wehrer – WEP  
[jim.wehrer@wdc.usda.gov](mailto:jim.wehrer@wdc.usda.gov) Susan Woolard –  
CF [susan.woolard@wdc.usda.gov](mailto:susan.woolard@wdc.usda.gov) Benjamin  
Terry – CF [benjamin.terry@wdc.usda.gov](mailto:benjamin.terry@wdc.usda.gov)





# Transfer & Assumption

- Transferee Obligation Information  
(Con't)PLAS/Obligation Data Manually  
Updated by N/O Staff

Loan	Grant	Type of Assistance
234,000		067 (Comb Loan & Grant) Water Only
		067 (Comb Loan & Grant) Water Only
		064 (Grant Only) Water Only

**\$234,000** (Double Click to Edit Type of Assistance) **067**

New  
Delete  
Move  
Create Recipient Reporting Spreadsheet

Dates & Status 1940-1 Obligation Loan Grant Disaster

Get Deobligation Information

**Obligation Information**

Obligation Status	<b>Obligated</b>	FY Obligated	
Loan Number	<b>01</b>	Loan Amount Obligated	<b>234,000.00</b>
Grant Number		Grant Amount Obligated	
Loan OID (RULSS)		Fund Code	<b>91</b>
Grant OID (RULSS)		Book Number	
Date Approved			
Date Obligated			

Modify Obligation Information

**007379**



# Transfer & Assumption

- CPAP Servicing Entries (Transferee)

## Loan

[Debt Settlement](#)

[Graduation Review](#)

[Legal Action](#)

[Other Non Routine Servicing](#)

[Transfer Assumption](#)




# Transfer & Assumption

- CPAP Servicing Entries (Transferee)

[Transfer Assumption](#)

1

Add

Loan	Servicing Code	Date	Loan Amount	Grant Amount	Eligible Borrower	Date Completed
01	Transfer or Assumption	7/ 1/2014 ▼	\$234,000	\$363,900	Yes	7/ 1/2014 ▼ 



# Transfer to New Borrower

- The Process is the same with the exception of the added step of creating a new borrower in CPAP when you create the project. When creating the new project, click “New Customer” (See Next Slide) All other entries would be the same after the new customer and project are completed.





# Transfer to New Borrower

Search Existing

☐ Existing Customer

☒ New Customer

Customer Tax ID

Customer Identifier

Customer Name

Customer File Name

State

County

OK Cancel



# Re-Amortizations

- Once the Finance Office Processes the Re-amortization Transaction (1M Transaction), CPAP will be updated as follows For the Re-amortized loan, the Current Loan Status Date, Amount and Status Code are updated. The correct Status code is 499 (See Next Slide)





# Re-Amortizations

Loan	Grant	Type of Assistance
2,691,394		067 (Comb Loan & Grant) Water Only
2,766,000	1,777,000	067 (Comb Loan & Grant) Water Only
3,997,956		061 (Loan Only) Water Only
4,050,000		061 (Loan Only) Water Only
<b>\$13,505,35</b>	<b>\$1,777,00</b>	(Double Click to Edit Type of Assistance)

[067](#)

New  
Delete  
Move  
Create Recipient Reporting Spreadsheet

Dates & Status 1940-1 Obligation Loan Grant Financial Info (PLAS) Disaster

Status Date Status Amount Current Status\*

Current Loan Status\* 9/25/2013 ▼ \$2,766,000 499 - Paid in Full - Reamortd or Rescheduled ▼

007385



# Re-Amortizations

- Create a new TOA Code Record in the same project as the re-amortized loan. Update the Current Loan Status Date, Amount and Status code effective the date of the Re-amortization. The status code would be 402. (See Next Slide)





# Re-Amortizations

Loan	Grant	Type of Assistance
2,691,394		067 (Comb Loan & Grant) Water Only
2,766,000	1,777,000	067 (Comb Loan & Grant) Water Only
3,997,956		061 (Loan Only) Water Only
4,050,000		061 (Loan Only) Water Only
<b>\$13,505,35</b>	<b>\$1,777,00</b>	(Double Click to Edit Type of Assistance) <b>067</b>

Dates & Status

1940-1	Obligation	Loan	Grant	Financial Info (PLAS)	Disaster
--------	------------	------	-------	-----------------------	----------

Current Loan Status\*

Status Date\*  
9/25/2013

Status Amount\*  
\$2,691,393

Current Status\*  
402 - In Operation - Final Inspection Completed

007387



# Re-Amortizations

- Update the Loan Grant, Loan Tab with the Re-Amortized Loan information from PLAS. (See Next Slide)





# Re-Amortizations

Loan	Grant	Type of Assistance
2,691,394		067 (Comb Loan & Grant) Water Only
2,766,000	1,777,000	067 (Comb Loan & Grant) Water Only
3,997,956		061 (Loan Only) Water Only
4,050,000		061 (Loan Only) Water Only
<b>\$13,505,35</b>	<b>\$1,777,00</b>	(Double Click to Edit Type of Assistance) <b>067</b>

New  
Delete  
Move  
Create Recipient Reporting Spreadsheet

Dates & Status	1940-1	Obligation	Loan	Grant	Financial Info (PLAS)	Disaster
Loan Amount*		2,691,394				
Interest Rate*		2.1250 %				
Type of Payment*		Monthly				
Interest Rate Level*		<input type="radio"/> Intermediate <input type="radio"/> Market <input checked="" type="radio"/> Poverty				
Repayment Period (Years)*		40				
Number of Years Principal Payment Will be Deferred						
Maximum Repayment Period Allowed by the State*		40				
Payment Amount		8,344.00				
Payment Collection Code		Preauthorized Debit				
Tax Exempt Interest?		<input checked="" type="radio"/> No <input type="radio"/> Yes				
Prepayment Restriction?		<input checked="" type="radio"/> No <input type="radio"/> Yes				
Is Reserve Required?*		<input type="radio"/> No <input checked="" type="radio"/> Yes				
Is a Supplemental Payment Agreement being Used?*		<input checked="" type="radio"/> No <input type="radio"/> Yes				
Monthly Reserve*		834.40				
Required Reserve Percent*		10.00 %				
Security Type		<input type="checkbox"/> General Obligation Bonds <input type="checkbox"/> Revenue Bonds <input type="checkbox"/> Statutory Lien <input checked="" type="checkbox"/> Real Estate <input checked="" type="checkbox"/> Financing Statement <input type="checkbox"/> Special Assessments <input checked="" type="checkbox"/> Notes <input type="checkbox"/> Assignment of Income <input type="checkbox"/> Other				
GO Bonds Amount						
Revenue Bonds Amount						
Notes Amount						
Special Assessments Amount						
Mortgage Amount						
Describe Other						

007389



# Re-Amortizations

- Re-amortization Obligation  
Information Contact National Office once the Finance Office Processes the Re-amortization for final CPAP Entries for the Obligation/PLAS information: Jim Wehrer – WEP [jim.wehrer@wdc.usda.gov](mailto:jim.wehrer@wdc.usda.gov) Karla Peiffer – CF [karla.peiffer@wdc.usda.gov](mailto:karla.peiffer@wdc.usda.gov)





# Re-Amortizations

## • Obligation Tab Information

Loan	Grant	Type of Assistance
2,691,394		067 (Comb Loan & Grant) Water Only
2,766,000	1,777,000	067 (Comb Loan & Grant) Water Only
3,997,956		061 (Loan Only) Water Only
4,050,000		061 (Loan Only) Water Only
<b>\$13,505,35</b>	<b>\$1,777,00</b>	(Double Click to Edit Type of Assistance) <a href="#">067</a>

Dates & Status	1940-1	Obligation	Loan	Grant	Financial Info (PLAS)	Disaster
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### Obligation Information

Obligation Status\* **Obligated**Loan Number\* **04**

Grant Number

Loan OID (RULSS)

Grant OID (RULSS)

Date Approved

Date Obligated

FY Obligated

Loan Amount Obligated\* **2,691,393.77**

Grant Amount Obligated

Fund Code\* **91**

Book Number

 **007391**





# Re-Amortizations

- CPAP Servicing Entries

[Other Non Routine Servicing](#)

2

Add

Loan	Servicing Code	Date	Loan Amount	Grant Amount	Date Completed	Appeal Date	Appeal Resolution Date	Appeal Resolution
01	Reamortization of Total Loan ▼	9/25/2013 ▼	\$2,766,000		9/25/2013 ▼	<Select Date> ▼	<Select Date> ▼	





# Questions?



**From:** Flesher, David - RD, Caldwell, ID

**Sent:** Monday, November 25, 2019 11:40 AM

**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>

**Cc:** Hale, Stan - RD, Montgomery, AL <[stan.hale@usda.gov](mailto:stan.hale@usda.gov)>; Eason, Sarah - RD, Montgomery, AL <[sarah.eason@usda.gov](mailto:sarah.eason@usda.gov)>; Wehrer, Jim - RD, Yankton, SD <[jim.wehrer@usda.gov](mailto:jim.wehrer@usda.gov)>; Willms, Desirae - RD, Le Mars, IA <[desirae.willms@usda.gov](mailto:desirae.willms@usda.gov)>

**Subject:** RE: Uniontown

Allen,

That form would only be used if the Town of Uniontown was just changing their legal name.

From our discussions on this project previously, my understanding was the Utilities Board of the City of Uniontown was being set up as a separate legal entity, which would have separate organizational documents, a separate governing board, separate Tax ID Number, etc.

I did take a look at a couple of other Utility Boards (Chatom, Coffeville, and Gilbertown) and they all appear to be set up as separate legal entities, with separate TIN's, customer ID's, etc.

The Utilities Board of the City of Uniontown would need to apply for the transfer and assumption of the existing Town of Uniontown WEP loan, grants and obligations in accordance with RB 1782.13, "Transfer and Assumption of loans."

Once that application and approval process was complete – then the existing WEP loan, grant and obligations could be transferred over to the new eligible entity.

Note I cc'd Jim Wehrer and Desirae Willms as I was not sure on transferring obligations – so I checked with Jim before responding, that the grant obligations could be transferred as well at that point.

If you have any questions, please let us know.

Dave

DAVID A. FLESHER | Community Programs Specialist

Program Operations Branch

Water and Environmental Programs

USDA Rural Utilities Service

Voice: 208.871.7164 | [david.flesher@usda.gov](mailto:david.flesher@usda.gov)

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

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**007394**



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**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>

**Sent:** Monday, November 25, 2019 9:05 AM

**To:** Flesher, David - RD, Caldwell, ID <[david.flesher@usda.gov](mailto:david.flesher@usda.gov)>

**Cc:** Hale, Stan - RD, Montgomery, AL <[stan.hale@usda.gov](mailto:stan.hale@usda.gov)>; Eason, Sarah - RD, Montgomery, AL <[sarah.eason@usda.gov](mailto:sarah.eason@usda.gov)>

**Subject:** Uniontown

Dave, I need to transfer the loans and grants from the Town of Uniontown to the Utilities Board of the City of Uniontown. Is the correct form the RD 450-10?

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007395**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Robert White](#)  
**Subject:** FW: Waterworks and Sewer Board of the City of Uniontown - management RFP and proposed contract  
**Date:** Friday, February 21, 2020 1:26:00 PM  
**Attachments:** [proposed rfp draft 2 21 20.pdf](#)  
[uniontown proposed management contract draft 2 21 20.pdf](#)

---

*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)

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---

**From:** David Norton <davidnorton@nortonlawoffice.com>  
**Sent:** Friday, February 21, 2020 11:34 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>; Prince Chestnut  
<chestnutlawfirm@gmail.com>  
**Subject:** Waterworks and Sewer Board of the City of Uniontown - management RFP and proposed contract

Allen,

Please go ahead and take a look at these drafts of the RFP and proposed contract when you get a chance.

Please take special note of the parts highlighted in yellow, as they are most likely to be changed. I have got to clear the parts highlighted in yellow with Prince to make sure he agrees that we can legally do this without creating too many legal complications. I am considering whether we can allow bidders to offer completely alternative contracts to the one proposed. It may be better just to require them to stick to the proposed contract, and note any exceptions. My intent in drafting it this way was to open it up, and make sure we get as many

**007396**



THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN  
100 Front Street  
Uniontown, Alabama 36786

# **OPERATION AND MANAGEMENT SERVICES FOR THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN**

## **BID DOCUMENTS AND REQUIREMENTS**

PREPARED: \_\_\_\_\_, 2020  
The Waterworks and Sewer Board of the City of Uniontown  
David B. Norton,  
Attorney at Law  
1000 Water Avenue  
Selma, AL 36701  
(334) 874-4400  
[davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)

**007397**



**REQUEST FOR PROPOSAL**

The Waterworks and Sewer Board of the City of Uniontown  
100 Front Street  
Uniontown, Alabama 36786

**Re: Water Distribution System Operation & Management Service**

To All Interested:

Sealed proposals from bidders, plainly marked with **"OPERATION AND MANAGEMENT SERVICES FOR THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN,"** on the outside of the mailing envelope, will be accepted on behalf of The Waterworks and Sewer Board of the City of Uniontown by David B. Norton, Attorney at Law; 1000 Water Avenue; Selma, AL 36701 until 2:00 P.M. (Central Time) on the day set for the bid opening.

Bid proposals will be publicly opened and read aloud at the Uniontown City Hall meeting room at 100 Front Street; Uniontown, Alabama 36786 on May \_\_\_\_\_ at 4:00 P.M. (Central Time).

The scope of the project will be to provide complete management services for the Waterworks and Sewer Board of the City of Uniontown system for a term of three years.

It is the responsibility of the bidder to ensure that its proposal is received no later than the date and time provided herein. Proposals received after the date and time provided herein will not be considered. The bidder should clearly mark on the outside of the envelope **"Sealed Bid- Do Not Open- Deliver to David B. Norton"** to ensure that Bids remain sealed until such time as they are opened by the Waterworks and Sewer Board of the City of Uniontown.

The total bid package may be obtained from David B. Norton, Attorney at Law; 1000 Water Avenue; Selma, AL 36701; (334) 874-4400; [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com).

Each bidder, when submitting their respective bid, is **strongly encouraged** to complete a proposed contract in the form provided in the bid package, and provide the other information required in the proposal requirements as described in the bid package. **Alternate proposed contracts will also be considered, however such alternate proposals must contain a detailed letter specifying which portions of the proposed contract are not covered by such proposal. Each bidder is strongly encouraged to arrange to be on the agenda, and attend a board meeting prior to the bid opening and provide a ten to fifteen minute introductory presentation to the board, together with any references it wishes to provide. No other pre-qualification is required.**

It is the responsibility of the bidder to ensure that its proposal complies fully with Alabama law, including Chapter 2, Title 39 of Alabama Code (1975), and to file any and all bid guarantees required by law.

The Waterworks and Sewer Board of the City of Uniontown reserves the right to reject any and all proposals, to waive technical or legal deficiencies, and to accept any bid that it deems to be in the best interest of the Waterworks and Sewer Board of the City of Uniontown.

**007398**



No oral, electronic, or facsimile proposal will be considered. Proposals will not be considered from firms, companies, or entities which are owned, managed, or operated by individuals, firms, companies, or entities who have already submitted a separate proposal. Only one proposal per bidder will be accepted. Multiple submissions by a bidder will result in a rejection of all submissions by the same bidder.

Questions regarding this Request for Proposal may be directed to David B. Norton, Attorney at Law, at (334) 874-4400 or [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com).

Any and all questions should be presented prior to the due date provided herein.

Done this the \_\_\_\_ day of \_\_\_\_\_, 2020.

Clarence Black, Chairman,  
The Waterworks and Sewer Board of the City of Uniontown



GENERAL INSTRUCTIONS FOR FORMAL BIDS  
RELATED TO THE OPERATION AND MANAGEMENT SERVICES AGREEMENT  
FOR THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

**Proposal Requirements:**

**Sealed Bids:** Sealed bids, subject to the conditions made a part hereof, will be accepted on behalf of the Waterworks and Sewer Board of the City of Uniontown by David B. Norton, Attorney at Law; 1000 Water Avenue; Selma, AL 36701 until 2:00 P.M. (Central Time) on \_\_\_\_\_ 2020. Bids submitted by fax or email in response to this invitation for bids will not be acceptable. Bids must be in sealed envelopes clearly marked on the outside with the name of the bid: **“OPERATION AND MANAGEMENT SERVICES FOR THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN,” “Sealed Bid- Do Not Open- Deliver to David B. Norton.”**

**Extra Copies:** Each bidder should enclose an original and five additional copies of the material it wishes the board to consider in its bid proposal.

**Presentation:** Each bidder is strongly encouraged to arrange to be on the agenda, and attend a board meeting prior to the bid opening, and provide a ten to fifteen minute introductory presentation to the board, together with any references it wishes to provide.

**Time for opening bids:** Bids will be opened promptly and read at the hour and on the date set forth in the “Request for Proposal” advertisement at the Uniontown City Hall meeting room at 100 Front Street; Uniontown, Alabama 36786 on May \_\_\_\_\_ at 4:00 P.M.(Central Time).

**Deposit:** A deposit is not required for this bid.

**Evaluation and award of bid:** The Waterworks and Sewer Board of the City of Uniontown reserves the right to reject any and all bids, to waive any and all formalities, and to disregard all nonconforming or conditional bids or counter proposals. In evaluating bids, the Waterworks and Sewer Board of the City of Uniontown shall consider whether the bids comply with the prescribed requirements, plus all alternates or options requested. The Waterworks and Sewer Board of the City of Uniontown reserves the right to include or exclude any option or alternative proposal in the Waterworks and Sewer Board of the City of Uniontown’s opinion is in the Waterworks and Sewer Board of the City of Uniontown’s best interests. If a bid is to be awarded, it will be awarded to the lowest responsible, responsive bidder whose evaluation by the Waterworks and Sewer Board of the City of Uniontown indicates that the award will be in the Waterworks and Sewer Board of the City of Uniontown’s best interest.

**Cover Letter:** The cover letter must be signed by the Bidder’s principal contact and express the Bidder’s interest in entering into a contractual relationship with the Waterworks and Sewer Board of the City of Uniontown. The letter should designate the name and address of the principal contact, telephone number, facsimile, and email address.

**Contract:** The Bidder is strongly encouraged to sign and complete a proposed contract in the form provided in the bid package. Any proposed changes to the agreement must be specially noted.



Alternative contract proposals should include an addendum detailing which portions of the proposed contract which the bidder is unable or unwilling to accept. Bidder may use additional pages, if needed.

Legal Form of Bidder: The Bidder must indicate its legal form of existence (individual, partnership, corporation, joint venture, non-profit), and the State of its formation. If the company is a consortium, joint venture, or team, the Bidder should indicate the entity that is primarily responsible for the proposal.

Biography of Principals: The proposal must include biographical information of the persons who will be involved in the day-to-day administration of the management contract, all management personnel, and also designate whether each such person will be on-site or off-site. The Bidder should also provide the relevant expertise and tenure of the persons listed, as well as their professional and community accomplishments.

Management Fee: The proposal must include the fee the Bidder will charge for the operation and management services offered under its proposal.

Financial Statements: The Bidder must provide evidence of its financial stability and strength. Certified audited financial statements may be required.

Experience: The Bidder must list its experience in the operation of a water distribution or similar facilities, and any expertise Bidder has in working with or contracting with a government entity.

Transportation and Service Equipment: The Bidder should provide the number and type of all vehicles and service equipment that it intends to make available or which it expects to use for the performance of the Management Services Agreement.

References: The Bidder should provide a list of at least five (5) references, including name, title, address, and phone numbers, and include a brief explanation of the Bidder's relationship with each reference.

Customer Service Center and Staffing Plan: The Bidder must identify the location of its proposed customer service center if other than at a site to be furnished in Uniontown, Alabama to be furnished by the Waterworks and Sewer Board of the City of Uniontown, and provide a proposed staffing plan for the System and its facilities, including job description(s) and qualifications, and any additional off-site staff support that will be available on call. The Bidder must also provide staff planning and a list of employees for operation, maintenance, and other services such as customer support, meter reading, billing, and bookkeeping, in addition to providing regular staff training, policies and procedures.

General Operation: The Bidder must provide proposed operating policies, procedures, and guidelines including operating hours, safety rules, emergency procedures, and repairs, handling of funds, record keeping, and periodic reports to the Waterworks and Sewer Board of the City of Uniontown, inspection of books and records by the Authority, or other government authority, fee payment, methods of collection, and address any other relevant issues.

Questions regarding this bid should be directed to David B. Norton, Attorney at Law, 1000 Water Avenue; Selma, Alabama 36701; (334) 874-4400; [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)



**AGREEMENT FOR OPERATION AND MANAGEMENT SERVICES**

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

**STATE OF ALABAMA        )**  
**COUNTY OF PERRY        )**

**THIS AGREEMENT**, including any Exhibits incorporated herein by reference, attached hereto and forming an integral part hereof, is made on this the \_\_\_\_ day of \_\_\_\_\_, 2020, between, THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN, an Alabama public corporation organized under Article 1 of Chapter 88 of Title 11 of the *Code of Alabama* (1975), (referred to hereafter as "Owner") and, \_\_\_\_\_ (referred to hereafter as "Manager"), which is a (entity type) \_\_\_\_\_, organized under the laws of the State of Alabama.

**WHEREAS**, Owner owns a water system (referred to hereafter, as "system"), located in Uniontown, Perry County, Alabama, and is organized by law to provide water and sewer services to residents in Uniontown, Perry County, Alabama. Owner's water system consists of approximately 60 miles of water mains, two groundwater well sources with a combined capacity of 1,500 gpm, one elevated storage tank with a capacity of 500,000 gallons, and one ground storage tank with a capacity of 90,000 gallons. The water system serves approximately 1,200 customers. The meters are read by a radio read system. Chlorine and a blended phosphate corrosion inhibitor are added at the two (2) well sites. There is a connection to the City of Linden's water system for the sale of water to the City of Linden. Owner's wastewater system consists of gravity sewer collection lines and 10 pump stations to transport the wastewater to the lagoon. Treatment is provided by a three (3) cell lagoon with disposal at a sprayfield. The wastewater system serves approximately 825 customers.

**AND WHEREAS**, Owner desires that its system be operated and maintained in the most efficient manner possible, while complying with all applicable laws and ordinances, and Owner has requested Manager to provide certain services. Manager has represented to Owner that it has the required professional skills, qualified personnel, and technical resources to manage, operate, and maintain such system, and Manager has agreed to provide the needed services on the terms and conditions set forth in this Agreement,

**NOW THEREFORE**, in consideration of the promises and terms contained herein, the parties agree as follows:

**Legal relationship.** Manager shall act only in the legal capacity of an independent contractor to Owner. Manager shall have complete charge and supervision of the personnel performing the services, and shall be fully responsible for the services performed by it, or on its behalf hereunder.

**Effective date.** This Agreement shall become effective within a reasonable time period to be determined by the parties, allowing for sufficient time to provide a reasonable time for the termination of the current management contract, and for the new Manager to put its team in place.

**Expiration of agreement.** This Agreement shall remain in effect for a period of three (3) years, beginning on the effective date.



**Compensation.** Owner shall pay to Manager a monthly fee or flat rate in the amount of \$\_\_\_\_\_. This fee shall be the same notwithstanding the number of customer accounts or repairs for routine/regular maintenance of the said water system, and not withstanding any provision within this document that may be construed to the contrary. There shall be no annual price adjustments.

**Owner's obligations.** Unless otherwise specified within this Agreement, Owner shall be responsible to bear the costs required to provide Manager with the supplies, (including laboratory supplies), equipment, facilities, and land needed to accomplish the management objectives set forth. Owner shall be responsible out of its funds to bear the expense of its own taxes, license fees, utility bills, legal representation, auditor, insurance, engineering services, and at its expense provide for replacement or renewal of system facilities, assets and components, and its other expenses. Owner shall be responsible to perform all functions and retain all responsibilities and obligations related to the system which are not specifically set forth within this Agreement.

**Ownership of property.** All real property, facilities, equipment, supplies, and vehicles now owned by Owner or acquired by Owner using its financial resources during the term of this Agreement shall remain the property of Owner. Similarly, all real property, facilities, equipment, supplies, and vehicles now owned by Manager or acquired by Manager using the financial resources of Manager during the term of this Agreement shall remain the property of Manager.

**Transportation and service equipment.** Manager shall continuously provide Owner with the number and type of all vehicles and service equipment that will be made available by Manager or used by Manager in the performance of this Agreement. Vehicles and service equipment which the Manager currently anticipates providing and using in fulfilling its obligations under this Agreement include the following:

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**Repairs.** Owner shall be responsible for the cost of all maintenance and repair of the equipment and vehicles which it owns, and Manager shall be responsible for the cost of all maintenance and repair of any and all equipment and vehicles which it owns.

**Use of facilities and equipment.** Owner hereby authorizes Manager to use Owner's real property, facilities, equipment, supplies, and vehicles exclusively for the benefit of Owner in order to meet the objectives identified by Owner. Any other use of Owner's real property, facilities, equipment, supplies, and vehicles is not permitted, unless expressly authorized by a majority vote of the Owner's board members, and set out in a signed writing.

**Basic goals.** Manager shall endeavor at all times to maximize revenues for Owner and provide convenient services to the public at the lowest possible cost. Manager shall promote the Waterworks and Sewer Board of the City of Uniontown, its system, and services in a manner that enhances the reputation of Owner. Manager shall consider input from the local citizens and community leaders, in addition to Owner's customers, contracting partners, and interconnection recipients, in developing operations and programming, and in order to provide friendly customer relations. Manager shall



perform the services and carry out its obligations hereunder with all due diligence, efficiency, and economy, having regard to generally accepted techniques and practices used in the water industry and shall observe sound management practices, and employ appropriate technology, and safe and effective equipment, machinery, materials, and methods.

**Duty of loyalty.** The Manager shall have a duty of loyalty to Owner to act in the best interest of Owner in its dealings with others. The compensation provided herein shall constitute the Manager's sole compensation in connection with this Agreement. The Manager shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Agreement, or in the discharge of its obligations hereunder. Manager (and its officers and employees) shall not engage, either directly or indirectly, in any business or professional activity which conflicts, or may conflict, with the activities assigned to it under this Agreement. Furthermore, Manager shall affirmatively disclose in advance of any proposed action, any conflict of interest which it may have in the proposed actions of the Owner. Manager shall further strictly adhere to Owner's procurement procedures, as may be established by Owner's board members.

**Day-to-day system management.** Manager is hereby vested with responsibility for the day-to-day management of the system. Manager shall manage and operate the system subject to any operating and employment procedures currently existing, and adopted by Owner. Manager shall perform monthly customer meter reading for billing purposes, and shall conduct meter re-reading on an as needed basis. Manager shall monitor customer usage, and promptly notify any customer where Manager detects an unusual rise in water usage by that customer. Manager shall handle all required reconnections, disconnections, and lock-offs, perform water testing, maintain water testing records, perform chemical treatment, maintain chemical treatment records, perform master meter reading, maintain master meter reading records, perform regular visual inspection of facilities, perform flushing of lines as may be required, cooperate with professional services and other personnel selected by Owner in managing the system, update software, as needed, determine the location of pipelines as may be requested, make meter exchanges, as needed, maintain and pump water to tanks, maintain system maps in cooperation with Owner, assist with mapping updates, locate and repair pipeline leaks whenever possible, and make every reasonable effort to maintain a minimum water loss to the system.

**Extraordinary repairs.** Manager shall perform corrective maintenance and make repairs to system, except for items not specifically contemplated by this Agreement, such as major road bores or creek crossings, major repairs to facilities for which water systems ordinarily enter into contracts with outside resources, and for those items specifically listed below:

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With respect to each listed exception, Manager shall locate and make recommendations for third parties to perform the corrective maintenance and repairs, and obtain pricing from said third parties from which Owner may compare and choose.

**System monitoring and maintenance.** Manager shall at all times operate and maintain the system in accordance with ADEM rules and regulations, manufacturer's recommendations, standard industry practices, and as otherwise provided by the policies and procedures established by Owner. Manager shall protect, repair, and maintain the system and all equipment, supplies, and vehicles provided by Owner, so as to preserve and improve Owner's capital investments. Manager shall prepare and update maintenance schedules for the facilities, equipment, and vehicles. Manager shall follow the maintenance schedules, and perform preventative maintenance on all of Owner's equipment and



facilities, including but not limited to wells and tanks, in accordance with manufacturer's recommendations, and maintain records of all maintenance thereon on behalf of Owner. Manager shall provide all monitoring and laboratory records pursuant to ADEM permit requirements for Owner's inspection. Manager shall prepare monthly monitoring reports in accordance with ADEM permit requirements and submit the same to ADEM in a timely manner. Manager shall perform all monthly bacteriological monitoring and sampling required by Owner's current Public Water Supply permit and for all process control management at all well sites. Manager shall continuously manage the system in such a manner as to comply, at all times, with the requirements of all local, State, and Federal laws and regulations, including but not limited to ADEM, EEOC, OSHA, USDA, ALDOT, and EPA regulations, Alabama One Call, and any and all other applicable laws and regulations.

**Financial management.** Manager shall have a fiduciary duty to Owner to act with due care and in the best interest of Owner with respect to managing the money and other property of Owner. Manager shall perform customer billing, accept collections of payments, perform customer service functions, respond to customer questions or complaints, provide information and billing explanations to customers, prepare checks for payment, as requested by the Board, receive payments and post to customer accounts, post returned checks, and send letters notifying customers of the check's return and the requirement for payment, post direct payments, process new service requests, service transfers, and disconnects, purchase office supplies, total receipts, make daily deposits to Owner's banking accounts, and make transfers as may be required to Owner's various financial accounts, such as those designated for reserve, replacement, debt payment, operating funds, and surplus funds. Manager shall make reasonable attempts to collect payment of all customer water bills, and disclose to Owner which of those bills it deems uncollectible, such that Owner may turn those accounts over to a third party collection agency, or take other action, should it desire to do so. Manager will maintain cash handling policies and procedures designed to deter fraud and theft, and shall provide a copy of those policies to Owner, for approval. Manager shall ensure that deposits match receipts, in every instance. In the event, deposits do not match receipts, Manager shall call immediate attention to the discrepancy to Owner. Manager shall further call immediate attention to Owner of any financial account discrepancy where there is an indication of possible missing funds from any account. Manager and its employees shall cooperate fully and at all times in any investigation regarding financial activity, as may be required by Owner. Manager shall take action to comply with and enforce Owner's Customer Service Agreement, Rules and Fee Schedules as adopted by Owner. Manager will promptly discontinue water service to those customers for non-payment of past-due customer account balances in accordance with Owner's policies. As directed by Owner, Manager will also make recommendations for the acquisition of supplies, equipment, and other resources needed to perform this Agreement. After approval, Manager will acquire said resources on behalf of Owner, and provide invoices for inspection, and generate checks for Owner's representative to sign to make payment for the same. Similarly, Manager will generate checks for Owner's representative to sign with regard to all other billing owed by the system.

**Financial report.** Manager shall prepare a financial report for Owner monthly, which shall include a report of income and expenses, budget comparisons, aged accounts receivable, fund balances, number of active customers, customer disconnections, collections, account transfers to reserve, debt service, replacement or other accounts, and other matters of such nature as requested by Owner.

**Monitor and manage power usage.** Manager will review invoices, track power consumption on a monthly basis, and approve for correctness and payment all amounts to be paid for the same by Owner. Manager will periodically review the applicable rate schedules from electrical providers, and will operate system in such a way as to minimize electrical costs to Owner.



**Emergency repairs not favored.** Manager shall endeavor to inspect Owner's equipment, and notify Owner well in advance when wear and tear has occurred, and notify Owner that particular equipment will soon need repair or replacement, such that damaged or worn equipment may be replaced on a non-emergency basis. Manager shall make regular recommendations to Owner such that Owner may avoid emergency repair or replacement within the system, whenever possible.

**Facility access.** Manager shall provide access to the system and its facilities to any personnel so authorized by Owner, including board members, twenty-four (24) hours per day, seven days per week. Manager shall allow access to facilities and supervise third parties hired by Owner to inspect or to make capital improvements to the system, as may be authorized by Owner.

**Grounds and facilities to be well-kept.** Manager shall maintain the grounds, including keeping the grass cut, and shall keep the facilities of the system including the office, and other properties neat, clean and orderly.

**Audit.** Owner shall be responsible for the cost of any financial audit or additional fraud detection which it desires to employ, and Manager shall fully comply and cooperate with any auditor or other professional hired by Owner for such tasks, promptly providing any all information which may be requested by such auditor. In the event the auditor requires the original financial documentation, Manager shall scan the originals prior to releasing them to the auditor, such that a copy is always available to Manager and Owner during the audit.

**Document retention and security.** Manager shall securely retain all of the documentation, reports, account information, files, contracts, financial records, and all other information on behalf of Owner. All original documentation shall be kept on the premises at Owner's customer service center. All documentation, records, and reports of the system shall be made available to the Owner (through its board members) for review and inspection at any reasonable hour, as may be requested by any of Owner's board members, or authorized representatives. Additionally, all important documentation shall be regularly electronically scanned and updated, such that board members and Manager may access the same on-premises, or off-premises, whenever needed. All documentation generated by Manager for Owner shall be the property of Owner. Manager shall present to the Owner's Secretary of the Board regular updates to important documentation, which shall be maintained by said Secretary on a hard drive, or similar electronic storage device. Information on the storage device shall be maintained as PDF or Word documents, whenever possible, and in categories such that information can be easily accessed and retrieved. Manager shall be expected to identify all of the important documents and data of Owner, and to create as many categories as may be necessary on the storage device for the preservation and easy retrieval of all important information and documentation. Categories shall include, at a minimum, the following, with the related documents placed within the content of each category:

Legal: Articles of incorporation, corporate records, contracts, correspondence and pleadings related to litigation or threatened litigation, licenses and permits, bond documents, deeds, and other property records, and warranty information on equipment.

Minutes and Notices: A collection of the minutes of the board, and public notices of meetings.

Policies: Corporate resolutions, and policy manuals.

Correspondence: Important correspondence.

Maintenance: Maintenance schedules and records of repair to facilities, equipment, and vehicles.



Budgets and Studies: Financial budgets, proposed financial budgets, rate studies, and Vulnerability Assessment study.

Test data: Water test data generated for ADEM, or otherwise.

Grants: Grant proposals, requirements, agreements, grant reports, evidence of grant compliance, and similar records.

Bank Statements and Checks: Copies of bank statements and canceled checks.

Customer account data: Customer accounts and billing information, such as names, addresses, customer agreements, deposits paid, and historical billing and payment data, water metering data, and other customer history retained by the Water Board.

Financial: Audits and audit information, financial statements, accounting records, and other documents related to CDs, financial assets and obligations.

Insurance: Insurance policies, quotes, and all information related to insurance.

Bid information: All of the documentation generated as a result of the public bidding process, including bid requirements, legal notices, minutes related to a publicly bid item, bid packages submitted, and similar information.

ARWA: Information from Alabama Rural Water Association, and seminar information.

Inventory: Inventories of physical assets of Owner, including serial numbers, purchase records, warranty information, photographs or other identifying information.

Miscellaneous: All other important data or information that would be difficult or time-consuming to reconstruct.

**Dissemination of public information.** Members of the public are entitled to certain information, including the minutes of all board meetings. Manager shall make copies of that information available to the public, upon request, and also provide the public with notice of all board meetings, and of other legal notices which are required to be posted. In the event documentation is requested by members of the public, and manager is in doubt as to whether the information should be made public, Manager shall consult and follow the directions of the Attorney employed by Owner prior to acting upon such request.

**Protection of confidential information.** Manager shall preserve and protect the confidentiality of personal information it acquires in the course of its duties as Manager, (such as the private account information of individual customers), and it shall not release any such protected information to the public, except through Court order or lawful subpoena, which has been reviewed by the attorney for Owner, and subsequently approved by Owner for release.

**Certain approvals reserved.** Owner reserves the right to approve and oversee certain tasks, functions and responsibilities of the management and operation of the system. These include, but may not be limited to, expenses, fees, and cost of services, staffing, policies and procedures, financial reporting methods, programming, hours of operation, marketing and advertising. In the event Owner changes procedures which increase the work required of Manager, Owner will negotiate a new fee with Manager for each additional task that may be required. In the event Owner is proposing a possible change, Manager will alert Owner prior to the Owner making such change that the proposed change may require an additional management fee, and provide to Owner the anticipated amount of the additional fee Manager will require.

**Indemnification.** Manager shall protect, defend and hold Owner and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind



and character in connection with or arising directly or indirectly out of Manager's performance under this Agreement. Owner shall promptly notify Manager of any notice of any such claims. Nothing herein shall be construed to prevent Owner from defending its own interests, should it so choose.

**Insurance of Manager.** Upon assuming control of the system, Manager shall immediately provide Owner a certificate of comprehensive general public liability insurance in the amount of \$1,000,000.00 per each occurrence, \$2,000,000.00 general aggregate, naming Owner as an additional insured thereon. In addition, Manager shall obtain and provide proof to Owner that Manager has obtained a fidelity bond (or employee dishonesty bond) in the total amount of \$190,000.00 covering all of Manager's employees who may handle funds on behalf of the system. Manager shall also obtain and maintain statutory worker's compensation insurance sufficient to meet any and all corresponding liability for all employees. Manager shall keep all such coverage continuously in effect throughout the life of this Agreement. On each occasion insurance is obtained or renewed, or in the event of any change in insurance, Owner shall be provided proof thereof at the next official Board meeting. Manager shall pay for the cost of all insurance with respect to this provision. Manager shall also require any of its subcontractors to obtain similar insurance, and provide proof thereof prior to doing any work for Manager or Owner.

**Insurance of Owner.** Manager shall continuously manage the insurance policies required by Owner, obtaining timely quotes for price comparisons upon each renewal date, to insure Owner against all risks customarily insured against by Owner and of similar systems. Owner shall pay the insurance company directly for the cost of this insurance. These insurance policies shall include property insurance in an amount necessary to cover any losses to Owner's own equipment, vehicles, and real and personal property, including commercial liability insurance for bodily injury and property damage. It shall also include a policy insuring Owner for Director's and Officer's liability.

**Existing contracts.** Manager shall abide by and assist Owner in meeting the terms of all of Owner's water supply contracts to ensure a continuous, safe, and reliable source of water for the system, its customers, and its contract partners.

**Bond covenants and grants.** Manager shall become familiar with any and all bonds of Owner, and assist Owner in meeting all of the terms, conditions, and covenants of its bonds. Manager shall assist owner in complying with all requirements related any and all grants and any Federal financial assistance received by Owner for the benefit of the system.

**Inventory.** Manager shall take inventory of all of Owner's supplies, equipment, vehicles, and other furnishings and physical assets on the date this Agreement becomes effective, and on each the anniversary date of this agreement, and on the date this Agreement is terminated. Manager shall provide a copy of the record of such inventory to Owner on each said date.

**Annual budget.** Manager shall assist in making a proposed budget each year to present for adoption by Owner and shall operate the system in compliance, whenever possible, with the approved annual budget and fee schedule adopted by Owner, utilizing Owner's existing assets, resources, and leases to the greatest possible economic effect for the benefit of Owner. Manager shall make regular recommendations to Owner at board meetings regarding ways to reduce costs. Manager shall maximize revenues and assist in planning a budget such that the system has adequate financial strength to meet all of its current needs and all of its anticipated future needs, such that the system, at all times, has the financial capacity to meet any and all financial tests required by its bond covenants.



**Long-term system planning.** Manager shall prepare short term and long term plans to present to the Board on a regular basis, designed to enhance the quality of life for the customers of the Waterworks and Sewer Board of the City of Uniontown by providing a safe and plentiful water supply in an economic and efficient manner. It is the intention of Owner to create long term plans for the long term financial viability of the system. Manager shall work with engineers and others hired by Owner to determine when facilities or equipment will likely require renovation or replacement, and provide a proposed plan and budget with long term goals in mind.

**Construction.** Manager will review construction plans and other projects, confer with contractors and engineers as needed, consults with industry representatives, assist in overseeing construction of new facilities or capital improvement projects on behalf of Owner, and maintain records to ensure compliance with plans and specifications. Manager will similarly maintains records of construction projects, including state and federal permits, and make reports regarding construction progress to Owner.

**Employment opportunities.** Manager shall hire local citizens to the greatest extent reasonably possible and practicable. Manager shall provide all applicants and employees equal opportunity for employment without regard to race, color, religion, national origin, ancestry, age, sex, pregnancy, physical or mental disability, veteran status, sexual orientation, or any other protected status. Manager shall not discriminate against any applicant or employee on the basis of race, color, religion, national origin, ancestry, age, sex, pregnancy, physical or mental disability, veteran status, sexual orientation, or any other legally protected status, at any time, including but not limited to the application process, initial employment requirements, promotion, transfer, selection for training opportunities, employee compensation, discipline, demotion, layoff, termination, employee benefits, in its internal policies, or any and all other terms and conditions of employment.

**Staffing.** Manager shall adequately staff, manage, operate, and maintain the system, and all of its facilities, including Owner's customer service center with highly qualified and properly trained personnel, and in compliance with state, federal and local laws. Manager shall conduct criminal background checks for each employee responsible with handling Owner's funds, and shall not employ any employee to handle funds who has a background which includes guilt of any crime involving theft, burglary, robbery, or any other crime of moral turpitude. Manager shall provide the highest level of friendly, reliable, and responsive customer service personnel, which shall include adequate staffing. Manager shall immediately suspend or replace any employee committing serious misconduct. Manager shall keep Owner's customer service center open to the public between the hours of 8:00 A.M. thru 4:00 P.M., Monday thru Friday, except during any holidays which may be approved by Owner. Employees working in the field shall be available at similar hours to perform their duties, in addition to any other time that may be required by law. A minimum of two employees shall staff the customer service center on the busiest three days of the month. Furthermore, Manager shall maintain a sufficient staff during all open hours to take customer payments without unreasonable delay, maintain, keep, record, and draft proposed minutes, resolutions, financial documents and other necessary records for Owner, to address customer complaints, to accomplish work in the field according to reasonable industry standards and expectations, and to respond in a timely manner to emergency situations.

**Safety.** Manager will provide paramount attention to the well-being and safety of its employees, customers, and invitees who may be guests on Owner's premises.

**Security precautions.** Manager will maintain premises with reasonable security precautions.



**After-hours response.** Manager shall provide a delegation of authority plan to Owner in order to provide prompt after-hours response to matters involving the system. Manager shall provide the relevant telephone numbers and or other contact information of employees who are available to respond to calls from Owner's selected after-hours answering service, and Manager shall have one or more employees ready and willing to respond reasonably and appropriately at all times to such calls. Representatives of Owner and of Manager shall similarly exchange all relevant after-hours contact information with one another so that each will be able to contact the other promptly in the event urgent action is needed.

**Urgent response.** Manager shall respond promptly to emergency situations relating to the system on behalf of the Owner and shall report all matters of a critical nature to the Owner in a timely manner. Manager will insure that all necessary repairs are made as quickly as possible. Conditions such as main water line breaks, pump failure, or other conditions affecting the quantity or quality of water available to customers shall be corrected as soon as possible after being brought to the attention of Manager, whether those events occur during or outside of the normally scheduled work hours. In the event of catastrophic failure creating an unusual delay in repair, Manager will provide customers potable and bottled water during the interim period. The cost of the potable and bottled water will be borne by Owner.

**Website.** Manager shall provide information and images to Owner's website provider for website updates and designs, as may be appropriate, or as may be requested by Owner.

**Customer suggestion box.** Manager will supply pen and paper to customers, together with a customer suggestion box, displayed prominently in the customer service center. Customers will be invited to provide their feedback about the system, both good and bad, to board members through this suggestion box. The only key to the box shall be held in the possession of the Owner's board secretary.

**Office and Safe access.** Manager shall ensure that the Secretary of the Board is provided exclusive access to any safe located in the customer service center, as well as a key to the office.

**Computer access.** Manager shall ensure that all of Owner's board members (and Owner's other authorized representatives) have access to computers on the premises of the customer service center, including access to any passwords required to access the computers, and documentation and information thereon, at all reasonable hours.

**On-going training.** Manager shall provide on-going training for personnel assigned to the system, in the areas of operation, maintenance, and safety.

**Purchase locally.** Manager shall make purchases locally, and use local service providers when obtaining goods and services for Owner to the greatest extent reasonably possible and practicable.

**Certifications.** Manager (and each of its employees) shall obtain and maintain all necessary licenses, certifications, and accreditations as necessary, to operate, maintain, and manage the system, and shall maintain the number of employees working in the system which may be required by ADEM.



**Customer complaints.** Manager shall promptly investigate and gather information, or evidence as may be needed, regarding customer complaints relating to the system, and cooperate as may be required by Owner in addressing, offering remedial action, or otherwise responding to each such complaint.

**Attendance at Board meetings.** Manager shall attend all Board meetings of Owner, unless excused, and provide full financial accounting, and system operations reports, water loss statistics, reports, responses, and recommendations related to customer complaints, sanitary inspection reports, reports of compliance with ADEM requirements, budget proposals and reports, inventory reports, reports regarding maintenance schedules and compliance therewith, outage reports, monitoring reports and laboratory results, any change in monthly compensation to Manager as a result of a change in CPI on each anniversary of this Agreement, maintenance activities, plans and priorities for the system, and otherwise provide all requested, and all needed information to the Board members such that they can make fully informed decisions about the health, the needs, and all other factors regarding the operation of the system. Manager shall assist in preparing the agenda for Owner's board meetings, and provide a copy of the proposed agenda to board members not later than the Friday preceding the Monday board meeting. Manager shall make arrangements for the appearance of guests. Manager shall provide the guest with notice that their appearance before the board will be limited to a five minute presentation. Manager shall notify board members well in advance of each meeting of the nature of business of each such guest. Manager shall record and prepare proposed minutes for the board members, distribute the same to each board member and to the board attorney in advance of each board meeting, and make corrections as may be requested by Board members. Manager shall further offer Owner's board members training periodically concerning informational updates on the system and other requirements of the system.

**Notices.** All notices, requests, demands, or other official communications hereunder shall be in writing and shall be deemed to have been duly given upon hand delivery, or, if mailed, five (5) days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, to the last known address of the persons who have executed this Agreement. The current addresses for notice are as follows:

*Owner:*

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN  
100 Front Street  
Uniontown, Alabama 36786

*Manager:*

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**Terms continue until termination.** In the event this Agreement is not formally renewed at the expiration of its term, and Owner has not officially replaced Manager, the parties shall continue to meet their duties under this Agreement, and the terms and conditions of this Agreement shall continue to govern the relationship of the parties until it is renewed or terminated, or until Owner has officially replaced Manager with a new Manager.

**Termination without cause.** This Agreement may be terminated "without cause," (for no stated reason), and without penalty to either party, by providing one hundred and twenty (120) days written notice to



the other party of the intent to terminate. Neither party shall be liable to the other for any special, consequential, indirect, or incidental damages relating in any way to the decision of the other for termination of this Agreement.

**Termination for cause.** This Agreement may be terminated "with cause," and without penalty to either party for so terminating, for a material breach of the terms of this contract upon thirty (30) days written notice to the other party of the intent to terminate, together with a statement concerning the reason for termination.

**Option upon default.** In the event of Manager's default (any failure to provide services listed in this Agreement), or in the event of the occurrence of serious misconduct of an employee of Manager whom Manager has not timely suspended or replaced, Owner may opt to give Manager written notice of said default. If within thirty (30) days of said written notice, Manager does not comply with the provisions of this Agreement and correct the aforesaid default, Owner may, at its option, unilaterally terminate this Agreement, and institute whatever additional remedies Owner deems necessary and proper to protect its interest, and the interest of the public.

**Non-waiver.** The failure of either party to enforce any right hereunder shall not be construed as a waiver of its right to enforce that or any right hereunder in the future.

**Immediate termination for certain causes.** Either party may terminate this Agreement immediately upon the occurrence of any one of the following events: material breach of contract involving criminal activity by the breaching party, or where an audit has revealed missing funds of the Owner where Manager's employees can not be excluded as potential suspects, and Manager is unwilling to immediately suspend or replace such employees until a thorough investigation can be completed, the filing of any type of bankruptcy proceeding, the insolvency of a party, if either party makes an assignment for the benefit of creditors, or a change of law making it impossible for either party to perform its obligations hereunder.

**Terms which survive termination.** The parties agree that the termination of this Agreement shall not relieve either party of obligations to safeguard confidential and non-public information, to make payments owed to the other, and to meet any other obligations herein which common sense would dictate as a continuing obligation.

**Upon termination.** Upon termination of this agreement, Manager shall fully cooperate with the running of the system, and the turnover of equipment, documentation, keys, supplies, vehicles, and necessary information in order to allow for a smooth transition to new management. Owner shall provide reasonable compensation to Manager if Owner requires Manager to remain beyond the expiration of this Agreement to assist in such period of transition. Upon termination or expiration of this Agreement, Manager shall further certify in writing to Owner that Manager has complied with all local, State, and Federal laws and regulations, including but not limited to ADEM, EEOC, OSHA, USDA, ALDOT, and EPA regulations, Alabama One Call, and any and all other applicable laws and regulations.

**Assignment.** This Agreement may be assigned to a successor Manager only with the prior written consent of Owner. In the event this Agreement is assigned to a successor Manager with the prior written consent of Owner, this Agreement shall be binding upon the said successor Manager and Owner.



**Force Majeure.** A party shall not be considered to be in default or sustain liability to the other with respect to any obligation under this Agreement (other than an obligation to pay sums due) if it is prevented or delayed from fulfilling its obligations by reason of a Force Majeure Event, including, but not limited to energy facilities failure, acts of governmental authorities, acts of God, acts of public enemy or terrorism, fires, strikes or other labor disputes, delays in transportation, riots, war, epidemics, Change of Law, or any other cause beyond the reasonable control of the party asserting the Force Majeure Event. However, in the event of disruption by a Force Majeure Event, Manager shall use all reasonable efforts to properly operate and maintain the system.

**Severability.** If there is a conflict between any provision of this Agreement and the applicable law of the State of Alabama, the law of Alabama will prevail and such provisions of this Agreement shall be amended or deleted as necessary in order to comply with Alabama law. Furthermore, any provisions that are required by Alabama law which have been omitted from the terms of this Agreement are hereby incorporated herein, as if set out fully herein. If any provision of this Agreement is for any reason determined to be legally invalid or unenforceable, that said provision shall be stricken from the Agreement, and the validity and enforceability of the remaining provisions shall not be affected, and shall continue in full force and effect.

**Entire Agreement.** This written Agreement, including any Exhibits specifically incorporated by reference, represents the complete, sole, final, and entire expression of the agreement between the parties. Any other representations or agreements between the parties shall have no effect unless set forth in writing and signed by the parties after the date of this agreement.

**USDA approval required.** This Agreement is subject to the approval of the United States Department of Agriculture (USDA), before acceptance is considered final. Manager shall comply with all requirements necessary for USDA approval.

**Amendment.** The terms of this Agreement may not be modified or amended, unless such amendment is expressed in writing, and signed by all parties. In the event the scope of services should change by agreement of the parties, or as a result of some event not anticipated by the parties, the parties may equitably adjust the monthly fee provided to Manager. In such event, both parties agree to negotiate changes in a reasonable period of time and make any such changes to compensation retroactive to the date when cost of changes first occurred.

**Law.** All matters which may affect the interpretation of this Agreement and the rights of the parties hereto shall be governed in accordance with the laws of the State of Alabama.

**Exceptions and Additions.** The parties hereby agree that this is not a contract of adhesion. Both parties may offer other provisions than the standard provisions desired by Owner. Therefore, the parties agree on the following changes, exceptions, or additions to the foregoing Agreement (use additional pages, if needed):

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year above written.

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN ("Owner"):

By: \_\_\_\_\_  
Clarence Black, Its Chairman

ATTESTED: \_\_\_\_\_  
Marilyn Miller, Secretary

\_\_\_\_\_ ("Manager"):

By: \_\_\_\_\_  
\_\_\_\_\_, Its President.



bidders as possible. But if the offers vary too much from the proposed contract, making the award without possible legal challenges may be difficult. So, I will probably have to change this back and just require them to use our contract form, and note any changes they must have in order to avoid potential litigation. But I want you and Prince to let me know what you think before I change it.

After you and Prince have weighed in, we'll then go over these with board members for their input prior to any release to other parties.

Thanks.

David B. Norton  
Attorney at Law  
1000 Water Avenue  
Selma, Alabama 36701  
(334) 874-4400  
(334) 431-5171 (fax)  
email: [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)

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**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Friday, February 21, 2020 10:55 AM  
**To:** David Norton ; Prince Chestnut  
**Cc:** 'mike@eosutilityservices.com'  
**Subject:** RE: advertisement for bid on 3rd party management

David, great, I will turn it around quickly.

**007415**



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)

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employer, and lender.

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**From:** David Norton <[davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)>  
**Sent:** Friday, February 21, 2020 10:54 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>; Prince Chestnut <[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)>  
**Cc:** 'mike@eosutilityservices.com' <[Mike@eosutilityservices.com](mailto:Mike@eosutilityservices.com)>  
**Subject:** Re: advertisement for bid on 3rd party management

Allen,

It is just about ready. I will make sure to get it to you for your feedback before we do anything on it.

I'm not sure if the Waterworks and Sewer Board of the City of Uniontown will want to publish it in the newspaper or just do a public bulletin board posting and direct mail to the likely bidders considering their current situation.

The statute below provides that they have a choice:

**Alabama Statutes**

**Title 41. STATE GOVERNMENT**

**Chapter 16. PUBLIC CONTRACTS**

**Article 2. Competitive Bidding on Public Contracts Generally**

*Current through the 2019 Regular and Special Sessions*

**007416**



§ 41-16-24. Advertisement for and solicitation of bids; opening of bids; public inspection; reverse auction procedures; certain partial contracts void

- (a)
  - (1) The Purchasing Agent shall advertise for sealed bids on all purchases in excess of the competitive bid limit as established in Section [41-16-20](#) by posting notice thereof on a bulletin board maintained outside the office door or by publication of notice thereof, one time, in a newspaper published in Montgomery County, Alabama, or in any other manner, for such lengths of time as the Purchasing Agent may determine. The Purchasing Agent shall also solicit sealed bids or bids to be submitted by reverse auction procedure by notifying all Alabama persons, firms, or corporations who have filed a request in writing that they be listed for solicitation on bids for the particular items set forth in the request and the other persons, firms, or corporations the Purchasing Agent deems necessary to insure competition. If any person, firm, or corporation whose name is listed fails to respond to any solicitation for bids after the receipt of three solicitations, the listing may be cancelled by the Purchasing Agent.
  - (2) A Purchasing Agent may enter into a contract for purchases if a newspaper to which an advertisement for purchases did not publish the advertisement if the Purchasing Agent can provide proof that it in good faith submitted the advertisement to the newspaper with instructions to publish the notice in accordance with this section.
- (b) All bids, except as provided in subsection (d), shall be sealed when received, shall be opened in public at the hour stated in the notice, and all original bids together with all documents pertaining to the award of the contract shall be retained in accordance with a retention period established by the State Records Commission and shall be open to public inspection.
- (c) If the purchase or contract will involve an amount of the competitive bid limit as established in Section [41-16-20](#) or less, the Purchasing Agent may make the purchases or contracts either upon the basis of sealed bids, reverse auction procedure, or in the open market.
- (d) For purposes of this article, a reverse auction procedure includes either of the following:
  - (1) A real-time bidding process usually lasting less than one hour and taking place at a previously scheduled time and Internet location, in which multiple anonymous suppliers submit bids to provide the designated goods or services.



- (2) A bidding process usually lasting less than two weeks and taking place during a previously scheduled period and at a previously scheduled Internet location, in which multiple anonymous suppliers submit bids to provide the designated goods or services.
- (e) No purchase or contract involving an amount in excess of the competitive bid limit as established in Section [41-16-20](#) shall be divided into parts involving amounts of the competitive bid limit as established in Section [41-16-20](#) or less for the purpose of avoiding the requirements of this article. All such partial contracts involving the competitive bid limit as established in Section [41-16-20](#) or less shall be void.

Cite as Ala. Code § 41-16-24 (1975)

**History.** Amended by [Act 2014-373, §1](#), eff. 7/1/2014.

Acts 1957, No. 343, p. 452, §6; Acts 1961, No. 870, p. 1365; Acts 1976, No. 751, p. 1032, §4; Acts 1983, No. 83-773, p. 1414, §1; Acts 1989, No. 89-687, p. 1351, §2; Acts 1994, No. 94-207, p. 270, §1; Act 2006-107, p. 152, §1; [Act 2009-763, p. 2310, §1](#).

David B. Norton  
Attorney at Law  
1000 Water Avenue  
Selma, Alabama 36701  
(334) 874-4400  
(334) 431-5171 (fax)  
email: [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)

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**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Friday, February 21, 2020 10:13 AM  
**To:** Prince Chestnut  
**Cc:** David Norton ; 'mike@eosutilityservices.com'  
**Subject:** advertisement for bid on 3rd party management

Prince, what is the status of the advertisement for Bid on the management firm? I need time to review before the board approves and it is put in the paper.

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)

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**007419**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Robert White](#)  
**Subject:** FW: Waterworks and Sewer Board of the City of Uniontown - management RFP and proposed contract  
**Date:** Tuesday, March 10, 2020 8:51:00 AM  
**Attachments:** [proposed rfp draft 3 9 20.pdf](#)  
[uniontown proposed management contract draft 2 21 20.pdf](#)

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Rob, please review attached and let's discuss. I am basically happy with this although I have a few questions and edits.

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)

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**From:** David Norton <davidnorton@nortonlawoffice.com>  
**Sent:** Monday, March 9, 2020 3:54 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Cc:** Prince Chestnut <chestnutlaw@att.net>  
**Subject:** Re: Waterworks and Sewer Board of the City of Uniontown - management RFP and proposed contract

Allen and Prince,

I have revised the RFP. I have taken out the terminology regarding alternative contract proposals, as that adds too much potential liability.

Bidders will still be able to add or delete from the proposed contract as they like, but it will make it more clear if they start with the same form.

**007420**



THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN  
100 Front Street  
Uniontown, Alabama 36786

# **OPERATION AND MANAGEMENT SERVICES FOR THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN**

## **BID DOCUMENTS AND REQUIREMENTS**

PREPARED: \_\_\_\_\_, 2020  
The Waterworks and Sewer Board of the City of Uniontown  
David B. Norton,  
Attorney at Law  
1000 Water Avenue  
Selma, AL 36701  
(334) 874-4400  
[davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)

**007421**



**REQUEST FOR PROPOSAL**

The Waterworks and Sewer Board of the City of Uniontown  
100 Front Street  
Uniontown, Alabama 36786

**Re: Water Distribution System Operation & Management Service**

To All Interested:

Sealed proposals from bidders, plainly marked with "**OPERATION AND MANAGEMENT SERVICES FOR THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN**," on the outside of the mailing envelope, will be accepted on behalf of The Waterworks and Sewer Board of the City of Uniontown by David B. Norton, Attorney at Law; 1000 Water Avenue; Selma, AL 36701 until 2:00 P.M. (Central Time) on the day set for the bid opening.

Bid proposals will be publicly opened and read aloud at the Uniontown City Hall meeting room at 100 Front Street; Uniontown, Alabama 36786 on May \_\_\_\_\_ at 4:00 P.M. (Central Time).

The scope of the project will be to provide complete management services for the Waterworks and Sewer Board of the City of Uniontown system for a term of three years.

It is the responsibility of the bidder to ensure that its proposal is received no later than the date and time provided herein. Proposals received after the date and time provided herein will not be considered. The bidder should clearly mark on the outside of the envelope "**Sealed Bid- Do Not Open- Deliver to David B. Norton**" to ensure that Bids remain sealed until such time as they are opened by the Waterworks and Sewer Board of the City of Uniontown.

The total bid package may be obtained from David B. Norton, Attorney at Law; 1000 Water Avenue; Selma, AL 36701; (334) 874-4400; [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com).

Each bidder, when submitting their respective bid, should complete a proposed contract in the form provided in the bid package, and provide the other information required in the proposal requirements as described in the bid package. Each bidder is strongly encouraged to arrange to be on the agenda, and attend a board meeting prior to the bid opening and provide a ten to fifteen minute introductory presentation to the board, together with any references it wishes to provide. No other pre-qualification is required.

It is the responsibility of the bidder to ensure that its proposal complies fully with Alabama law, including Chapter 2, Title 39 of Alabama Code (1975), and to file any and all bid guarantees required by law.

The Waterworks and Sewer Board of the City of Uniontown reserves the right to reject any and all proposals, to waive technical or legal deficiencies, and to accept any bid that it deems to be in the best interest of the Waterworks and Sewer Board of the City of Uniontown.

No oral, electronic, or facsimile proposal will be considered. Proposals will not be considered from firms, companies, or entities which are owned, managed, or operated by individuals, firms,

**007422**



companies, or entities who have already submitted a separate proposal. Only one proposal per bidder will be accepted. Multiple submissions by a bidder will result in a rejection of all submissions by the same bidder.

Questions regarding this Request for Proposal may be directed to David B. Norton, Attorney at Law, at (334) 874-4400 or [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com).

Any and all questions should be presented prior to the due date provided herein.

Done this the \_\_\_\_ day of \_\_\_\_\_, 2020.

Clarence Black, Chairman,  
The Waterworks and Sewer Board of the City of Uniontown



GENERAL INSTRUCTIONS FOR FORMAL BIDS  
RELATED TO THE OPERATION AND MANAGEMENT SERVICES AGREEMENT  
FOR THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

**Proposal Requirements:**

Sealed Bids: Sealed bids, subject to the conditions made a part hereof, will be accepted on behalf of the Waterworks and Sewer Board of the City of Uniontown by David B. Norton, Attorney at Law; 1000 Water Avenue; Selma, AL 36701 until 2:00 P.M. (Central Time) on \_\_\_\_\_ 2020. Bids submitted by fax or email in response to this invitation for bids will not be acceptable. Bids must be in sealed envelopes clearly marked on the outside with the name of the bid: **“OPERATION AND MANAGEMENT SERVICES FOR THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN,” “Sealed Bid- Do Not Open- Deliver to David B. Norton.”**

Extra Copies: Each bidder should enclose an original and five additional copies of the material it wishes the board to consider in its bid proposal.

Presentation: Each bidder is strongly encouraged to arrange to be on the agenda, and attend a board meeting prior to the bid opening, and provide a ten to fifteen minute introductory presentation to the board, together with any references it wishes to provide.

Time for opening bids: Bids will be opened promptly and read at the hour and on the date set forth in the “Request for Proposal” advertisement at the Uniontown City Hall meeting room at 100 Front Street; Uniontown, Alabama 36786 on May \_\_\_\_\_ at 4:00 P.M.(Central Time).

Deposit: A deposit is not required for this bid.

Evaluation and award of bid: The Waterworks and Sewer Board of the City of Uniontown reserves the right to reject any and all bids, to waive any and all formalities, and to disregard all nonconforming or conditional bids or counter proposals. In evaluating bids, the Waterworks and Sewer Board of the City of Uniontown shall consider whether the bids comply with the prescribed requirements, plus all alternates or options requested. The Waterworks and Sewer Board of the City of Uniontown reserves the right to include or exclude any option or alternative proposal in the Waterworks and Sewer Board of the City of Uniontown’s opinion is in the Waterworks and Sewer Board of the City of Uniontown’s best interests. If a bid is to be awarded, it will be awarded to the lowest responsible, responsive bidder whose evaluation by the Waterworks and Sewer Board of the City of Uniontown indicates that the award will be in the Waterworks and Sewer Board of the City of Uniontown’s best interest.

Cover Letter: The cover letter must be signed by the Bidder’s principal contact and express the Bidder’s interest in entering into a contractual relationship with the Waterworks and Sewer Board of the City of Uniontown. The letter should designate the name and address of the principal contact, telephone number, facsimile, and email address.

Contract: The Bidder should complete a proposed contract in the form provided in the bid package. Any proposed changes to the agreement must be specially noted. Bidder may use additional pages, if needed.



Legal Form of Bidder: The Bidder must indicate its legal form of existence (individual, partnership, corporation, joint venture, non-profit), and the State of its formation. If the company is a consortium, joint venture, or team, the Bidder should indicate the entity that is primarily responsible for the proposal.

Biography of Principals: The proposal must include biographical information of the persons who will be involved in the day-to-day administration of the management contract, all management personnel, and also designate whether each such person will be on-site or off-site. The Bidder should also provide the relevant expertise and tenure of the persons listed, as well as their professional and community accomplishments.

Management Fee: The proposal must include the fee the Bidder will charge for the operation and management services offered under its proposal.

Financial Statements: The Bidder must provide evidence of its financial stability and strength. Certified audited financial statements may be required.

Experience: The Bidder must list its experience in the operation of a water distribution or similar facilities, and any expertise Bidder has in working with or contracting with a government entity.

Transportation and Service Equipment: The Bidder should provide the number and type of all vehicles and service equipment that it intends to make available or which it expects to use for the performance of the Management Services Agreement.

References: The Bidder should provide a list of at least five (5) references, including name, title, address, and phone numbers, and include a brief explanation of the Bidder's relationship with each reference.

Customer Service Center and Staffing Plan: The Bidder must identify the location of its proposed customer service center if other than at a site to be furnished in Uniontown, Alabama to be furnished by the Waterworks and Sewer Board of the City of Uniontown, and provide a proposed staffing plan for the System and its facilities, including job description(s) and qualifications, and any additional off-site staff support that will be available on call. The Bidder must also provide staff planning and a list of employees for operation, maintenance, and other services such as customer support, meter reading, billing, and bookkeeping, in addition to providing regular staff training, policies and procedures.

General Operation: The Bidder must provide proposed operating policies, procedures, and guidelines including operating hours, safety rules, emergency procedures, and repairs, handling of funds, record keeping, and periodic reports to the Waterworks and Sewer Board of the City of Uniontown, inspection of books and records by the Authority, or other government authority, fee payment, methods of collection, and address any other relevant issues.

Questions regarding this bid should be directed to David B. Norton, Attorney at Law, 1000 Water Avenue; Selma, Alabama 36701; (334) 874-4400; [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)



**AGREEMENT FOR OPERATION AND MANAGEMENT SERVICES**

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

**STATE OF ALABAMA        )**  
**COUNTY OF PERRY        )**

**THIS AGREEMENT**, including any Exhibits incorporated herein by reference, attached hereto and forming an integral part hereof, is made on this the \_\_\_\_ day of \_\_\_\_\_, 2020, between, THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN, an Alabama public corporation organized under Article 1 of Chapter 88 of Title 11 of the *Code of Alabama* (1975), (referred to hereafter as "Owner") and, \_\_\_\_\_ (referred to hereafter as "Manager"), which is a (entity type) \_\_\_\_\_, organized under the laws of the State of Alabama.

**WHEREAS**, Owner owns a water system (referred to hereafter, as "system"), located in Uniontown, Perry County, Alabama, and is organized by law to provide water and sewer services to residents in Uniontown, Perry County, Alabama. Owner's water system consists of approximately 60 miles of water mains, two groundwater well sources with a combined capacity of 1,500 gpm, one elevated storage tank with a capacity of 500,000 gallons, and one ground storage tank with a capacity of 90,000 gallons. The water system serves approximately 1,200 customers. The meters are read by a radio read system. Chlorine and a blended phosphate corrosion inhibitor are added at the two (2) well sites. There is a connection to the City of Linden's water system for the sale of water to the City of Linden. Owner's wastewater system consists of gravity sewer collection lines and 10 pump stations to transport the wastewater to the lagoon. Treatment is provided by a three (3) cell lagoon with disposal at a sprayfield. The wastewater system serves approximately 825 customers.

**AND WHEREAS**, Owner desires that its system be operated and maintained in the most efficient manner possible, while complying with all applicable laws and ordinances, and Owner has requested Manager to provide certain services. Manager has represented to Owner that it has the required professional skills, qualified personnel, and technical resources to manage, operate, and maintain such system, and Manager has agreed to provide the needed services on the terms and conditions set forth in this Agreement,

**NOW THEREFORE**, in consideration of the promises and terms contained herein, the parties agree as follows:

**Legal relationship.** Manager shall act only in the legal capacity of an independent contractor to Owner. Manager shall have complete charge and supervision of the personnel performing the services, and shall be fully responsible for the services performed by it, or on its behalf hereunder.

**Effective date.** This Agreement shall become effective within a reasonable time period to be determined by the parties, allowing for sufficient time to provide a reasonable time for the termination of the current management contract, and for the new Manager to put its team in place.

**Expiration of agreement.** This Agreement shall remain in effect for a period of three (3) years, beginning on the effective date.



**Compensation.** Owner shall pay to Manager a monthly fee or flat rate in the amount of \$\_\_\_\_\_. This fee shall be the same notwithstanding the number of customer accounts or repairs for routine/regular maintenance of the said water system, and not withstanding any provision within this document that may be construed to the contrary. There shall be no annual price adjustments.

**Owner's obligations.** Unless otherwise specified within this Agreement, Owner shall be responsible to bear the costs required to provide Manager with the supplies, (including laboratory supplies), equipment, facilities, and land needed to accomplish the management objectives set forth. Owner shall be responsible out of its funds to bear the expense of its own taxes, license fees, utility bills, legal representation, auditor, insurance, engineering services, and at its expense provide for replacement or renewal of system facilities, assets and components, and its other expenses. Owner shall be responsible to perform all functions and retain all responsibilities and obligations related to the system which are not specifically set forth within this Agreement.

**Ownership of property.** All real property, facilities, equipment, supplies, and vehicles now owned by Owner or acquired by Owner using its financial resources during the term of this Agreement shall remain the property of Owner. Similarly, all real property, facilities, equipment, supplies, and vehicles now owned by Manager or acquired by Manager using the financial resources of Manager during the term of this Agreement shall remain the property of Manager.

**Transportation and service equipment.** Manager shall continuously provide Owner with the number and type of all vehicles and service equipment that will be made available by Manager or used by Manager in the performance of this Agreement. Vehicles and service equipment which the Manager currently anticipates providing and using in fulfilling its obligations under this Agreement include the following:

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**Repairs.** Owner shall be responsible for the cost of all maintenance and repair of the equipment and vehicles which it owns, and Manager shall be responsible for the cost of all maintenance and repair of any and all equipment and vehicles which it owns.

**Use of facilities and equipment.** Owner hereby authorizes Manager to use Owner's real property, facilities, equipment, supplies, and vehicles exclusively for the benefit of Owner in order to meet the objectives identified by Owner. Any other use of Owner's real property, facilities, equipment, supplies, and vehicles is not permitted, unless expressly authorized by a majority vote of the Owner's board members, and set out in a signed writing.

**Basic goals.** Manager shall endeavor at all times to maximize revenues for Owner and provide convenient services to the public at the lowest possible cost. Manager shall promote the Waterworks and Sewer Board of the City of Uniontown, its system, and services in a manner that enhances the reputation of Owner. Manager shall consider input from the local citizens and community leaders, in addition to Owner's customers, contracting partners, and interconnection recipients, in developing operations and programming, and in order to provide friendly customer relations. Manager shall



perform the services and carry out its obligations hereunder with all due diligence, efficiency, and economy, having regard to generally accepted techniques and practices used in the water industry and shall observe sound management practices, and employ appropriate technology, and safe and effective equipment, machinery, materials, and methods.

**Duty of loyalty.** The Manager shall have a duty of loyalty to Owner to act in the best interest of Owner in its dealings with others. The compensation provided herein shall constitute the Manager's sole compensation in connection with this Agreement. The Manager shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Agreement, or in the discharge of its obligations hereunder. Manager (and its officers and employees) shall not engage, either directly or indirectly, in any business or professional activity which conflicts, or may conflict, with the activities assigned to it under this Agreement. Furthermore, Manager shall affirmatively disclose in advance of any proposed action, any conflict of interest which it may have in the proposed actions of the Owner. Manager shall further strictly adhere to Owner's procurement procedures, as may be established by Owner's board members.

**Day-to-day system management.** Manager is hereby vested with responsibility for the day-to-day management of the system. Manager shall manage and operate the system subject to any operating and employment procedures currently existing, and adopted by Owner. Manager shall perform monthly customer meter reading for billing purposes, and shall conduct meter re-reading on an as needed basis. Manager shall monitor customer usage, and promptly notify any customer where Manager detects an unusual rise in water usage by that customer. Manager shall handle all required reconnections, disconnections, and lock-offs, perform water testing, maintain water testing records, perform chemical treatment, maintain chemical treatment records, perform master meter reading, maintain master meter reading records, perform regular visual inspection of facilities, perform flushing of lines as may be required, cooperate with professional services and other personnel selected by Owner in managing the system, update software, as needed, determine the location of pipelines as may be requested, make meter exchanges, as needed, maintain and pump water to tanks, maintain system maps in cooperation with Owner, assist with mapping updates, locate and repair pipeline leaks whenever possible, and make every reasonable effort to maintain a minimum water loss to the system.

**Extraordinary repairs.** Manager shall perform corrective maintenance and make repairs to system, except for items not specifically contemplated by this Agreement, such as major road bores or creek crossings, major repairs to facilities for which water systems ordinarily enter into contracts with outside resources, and for those items specifically listed below:

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With respect to each listed exception, Manager shall locate and make recommendations for third parties to perform the corrective maintenance and repairs, and obtain pricing from said third parties from which Owner may compare and choose.

**System monitoring and maintenance.** Manager shall at all times operate and maintain the system in accordance with ADEM rules and regulations, manufacturer's recommendations, standard industry practices, and as otherwise provided by the policies and procedures established by Owner. Manager shall protect, repair, and maintain the system and all equipment, supplies, and vehicles provided by Owner, so as to preserve and improve Owner's capital investments. Manager shall prepare and update maintenance schedules for the facilities, equipment, and vehicles. Manager shall follow the maintenance schedules, and perform preventative maintenance on all of Owner's equipment and



facilities, including but not limited to wells and tanks, in accordance with manufacturer's recommendations, and maintain records of all maintenance thereon on behalf of Owner. Manager shall provide all monitoring and laboratory records pursuant to ADEM permit requirements for Owner's inspection. Manager shall prepare monthly monitoring reports in accordance with ADEM permit requirements and submit the same to ADEM in a timely manner. Manager shall perform all monthly bacteriological monitoring and sampling required by Owner's current Public Water Supply permit and for all process control management at all well sites. Manager shall continuously manage the system in such a manner as to comply, at all times, with the requirements of all local, State, and Federal laws and regulations, including but not limited to ADEM, EEOC, OSHA, USDA, ALDOT, and EPA regulations, Alabama One Call, and any and all other applicable laws and regulations.

**Financial management.** Manager shall have a fiduciary duty to Owner to act with due care and in the best interest of Owner with respect to managing the money and other property of Owner. Manager shall perform customer billing, accept collections of payments, perform customer service functions, respond to customer questions or complaints, provide information and billing explanations to customers, prepare checks for payment, as requested by the Board, receive payments and post to customer accounts, post returned checks, and send letters notifying customers of the check's return and the requirement for payment, post direct payments, process new service requests, service transfers, and disconnects, purchase office supplies, total receipts, make daily deposits to Owner's banking accounts, and make transfers as may be required to Owner's various financial accounts, such as those designated for reserve, replacement, debt payment, operating funds, and surplus funds. Manager shall make reasonable attempts to collect payment of all customer water bills, and disclose to Owner which of those bills it deems uncollectible, such that Owner may turn those accounts over to a third party collection agency, or take other action, should it desire to do so. Manager will maintain cash handling policies and procedures designed to deter fraud and theft, and shall provide a copy of those policies to Owner, for approval. Manager shall ensure that deposits match receipts, in every instance. In the event, deposits do not match receipts, Manager shall call immediate attention to the discrepancy to Owner. Manager shall further call immediate attention to Owner of any financial account discrepancy where there is an indication of possible missing funds from any account. Manager and its employees shall cooperate fully and at all times in any investigation regarding financial activity, as may be required by Owner. Manager shall take action to comply with and enforce Owner's Customer Service Agreement, Rules and Fee Schedules as adopted by Owner. Manager will promptly discontinue water service to those customers for non-payment of past-due customer account balances in accordance with Owner's policies. As directed by Owner, Manager will also make recommendations for the acquisition of supplies, equipment, and other resources needed to perform this Agreement. After approval, Manager will acquire said resources on behalf of Owner, and provide invoices for inspection, and generate checks for Owner's representative to sign to make payment for the same. Similarly, Manager will generate checks for Owner's representative to sign with regard to all other billing owed by the system.

**Financial report.** Manager shall prepare a financial report for Owner monthly, which shall include a report of income and expenses, budget comparisons, aged accounts receivable, fund balances, number of active customers, customer disconnections, collections, account transfers to reserve, debt service, replacement or other accounts, and other matters of such nature as requested by Owner.

**Monitor and manage power usage.** Manager will review invoices, track power consumption on a monthly basis, and approve for correctness and payment all amounts to be paid for the same by Owner. Manager will periodically review the applicable rate schedules from electrical providers, and will operate system in such a way as to minimize electrical costs to Owner.



**Emergency repairs not favored.** Manager shall endeavor to inspect Owner's equipment, and notify Owner well in advance when wear and tear has occurred, and notify Owner that particular equipment will soon need repair or replacement, such that damaged or worn equipment may be replaced on a non-emergency basis. Manager shall make regular recommendations to Owner such that Owner may avoid emergency repair or replacement within the system, whenever possible.

**Facility access.** Manager shall provide access to the system and its facilities to any personnel so authorized by Owner, including board members, twenty-four (24) hours per day, seven days per week. Manager shall allow access to facilities and supervise third parties hired by Owner to inspect or to make capital improvements to the system, as may be authorized by Owner.

**Grounds and facilities to be well-kept.** Manager shall maintain the grounds, including keeping the grass cut, and shall keep the facilities of the system including the office, and other properties neat, clean and orderly.

**Audit.** Owner shall be responsible for the cost of any financial audit or additional fraud detection which it desires to employ, and Manager shall fully comply and cooperate with any auditor or other professional hired by Owner for such tasks, promptly providing any all information which may be requested by such auditor. In the event the auditor requires the original financial documentation, Manager shall scan the originals prior to releasing them to the auditor, such that a copy is always available to Manager and Owner during the audit.

**Document retention and security.** Manager shall securely retain all of the documentation, reports, account information, files, contracts, financial records, and all other information on behalf of Owner. All original documentation shall be kept on the premises at Owner's customer service center. All documentation, records, and reports of the system shall be made available to the Owner (through its board members) for review and inspection at any reasonable hour, as may be requested by any of Owner's board members, or authorized representatives. Additionally, all important documentation shall be regularly electronically scanned and updated, such that board members and Manager may access the same on-premises, or off-premises, whenever needed. All documentation generated by Manager for Owner shall be the property of Owner. Manager shall present to the Owner's Secretary of the Board regular updates to important documentation, which shall be maintained by said Secretary on a hard drive, or similar electronic storage device. Information on the storage device shall be maintained as PDF or Word documents, whenever possible, and in categories such that information can be easily accessed and retrieved. Manager shall be expected to identify all of the important documents and data of Owner, and to create as many categories as may be necessary on the storage device for the preservation and easy retrieval of all important information and documentation. Categories shall include, at a minimum, the following, with the related documents placed within the content of each category:

Legal: Articles of incorporation, corporate records, contracts, correspondence and pleadings related to litigation or threatened litigation, licenses and permits, bond documents, deeds, and other property records, and warranty information on equipment.

Minutes and Notices: A collection of the minutes of the board, and public notices of meetings.

Policies: Corporate resolutions, and policy manuals.

Correspondence: Important correspondence.

Maintenance: Maintenance schedules and records of repair to facilities, equipment, and vehicles.



Budgets and Studies: Financial budgets, proposed financial budgets, rate studies, and Vulnerability Assessment study.

Test data: Water test data generated for ADEM, or otherwise.

Grants: Grant proposals, requirements, agreements, grant reports, evidence of grant compliance, and similar records.

Bank Statements and Checks: Copies of bank statements and canceled checks.

Customer account data: Customer accounts and billing information, such as names, addresses, customer agreements, deposits paid, and historical billing and payment data, water metering data, and other customer history retained by the Water Board.

Financial: Audits and audit information, financial statements, accounting records, and other documents related to CDs, financial assets and obligations.

Insurance: Insurance policies, quotes, and all information related to insurance.

Bid information: All of the documentation generated as a result of the public bidding process, including bid requirements, legal notices, minutes related to a publicly bid item, bid packages submitted, and similar information.

ARWA: Information from Alabama Rural Water Association, and seminar information.

Inventory: Inventories of physical assets of Owner, including serial numbers, purchase records, warranty information, photographs or other identifying information.

Miscellaneous: All other important data or information that would be difficult or time-consuming to reconstruct.

**Dissemination of public information.** Members of the public are entitled to certain information, including the minutes of all board meetings. Manager shall make copies of that information available to the public, upon request, and also provide the public with notice of all board meetings, and of other legal notices which are required to be posted. In the event documentation is requested by members of the public, and manager is in doubt as to whether the information should be made public, Manager shall consult and follow the directions of the Attorney employed by Owner prior to acting upon such request.

**Protection of confidential information.** Manager shall preserve and protect the confidentiality of personal information it acquires in the course of its duties as Manager, (such as the private account information of individual customers), and it shall not release any such protected information to the public, except through Court order or lawful subpoena, which has been reviewed by the attorney for Owner, and subsequently approved by Owner for release.

**Certain approvals reserved.** Owner reserves the right to approve and oversee certain tasks, functions and responsibilities of the management and operation of the system. These include, but may not be limited to, expenses, fees, and cost of services, staffing, policies and procedures, financial reporting methods, programming, hours of operation, marketing and advertising. In the event Owner changes procedures which increase the work required of Manager, Owner will negotiate a new fee with Manager for each additional task that may be required. In the event Owner is proposing a possible change, Manager will alert Owner prior to the Owner making such change that the proposed change may require an additional management fee, and provide to Owner the anticipated amount of the additional fee Manager will require.

**Indemnification.** Manager shall protect, defend and hold Owner and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind



and character in connection with or arising directly or indirectly out of Manager's performance under this Agreement. Owner shall promptly notify Manager of any notice of any such claims. Nothing herein shall be construed to prevent Owner from defending its own interests, should it so choose.

**Insurance of Manager.** Upon assuming control of the system, Manager shall immediately provide Owner a certificate of comprehensive general public liability insurance in the amount of \$1,000,000.00 per each occurrence, \$2,000,000.00 general aggregate, naming Owner as an additional insured thereon. In addition, Manager shall obtain and provide proof to Owner that Manager has obtained a fidelity bond (or employee dishonesty bond) in the total amount of \$190,000.00 covering all of Manager's employees who may handle funds on behalf of the system. Manager shall also obtain and maintain statutory worker's compensation insurance sufficient to meet any and all corresponding liability for all employees. Manager shall keep all such coverage continuously in effect throughout the life of this Agreement. On each occasion insurance is obtained or renewed, or in the event of any change in insurance, Owner shall be provided proof thereof at the next official Board meeting. Manager shall pay for the cost of all insurance with respect to this provision. Manager shall also require any of its subcontractors to obtain similar insurance, and provide proof thereof prior to doing any work for Manager or Owner.

**Insurance of Owner.** Manager shall continuously manage the insurance policies required by Owner, obtaining timely quotes for price comparisons upon each renewal date, to insure Owner against all risks customarily insured against by Owner and of similar systems. Owner shall pay the insurance company directly for the cost of this insurance. These insurance policies shall include property insurance in an amount necessary to cover any losses to Owner's own equipment, vehicles, and real and personal property, including commercial liability insurance for bodily injury and property damage. It shall also include a policy insuring Owner for Director's and Officer's liability.

**Existing contracts.** Manager shall abide by and assist Owner in meeting the terms of all of Owner's water supply contracts to ensure a continuous, safe, and reliable source of water for the system, its customers, and its contract partners.

**Bond covenants and grants.** Manager shall become familiar with any and all bonds of Owner, and assist Owner in meeting all of the terms, conditions, and covenants of its bonds. Manager shall assist owner in complying with all requirements related any and all grants and any Federal financial assistance received by Owner for the benefit of the system.

**Inventory.** Manager shall take inventory of all of Owner's supplies, equipment, vehicles, and other furnishings and physical assets on the date this Agreement becomes effective, and on each the anniversary date of this agreement, and on the date this Agreement is terminated. Manager shall provide a copy of the record of such inventory to Owner on each said date.

**Annual budget.** Manager shall assist in making a proposed budget each year to present for adoption by Owner and shall operate the system in compliance, whenever possible, with the approved annual budget and fee schedule adopted by Owner, utilizing Owner's existing assets, resources, and leases to the greatest possible economic effect for the benefit of Owner. Manager shall make regular recommendations to Owner at board meetings regarding ways to reduce costs. Manager shall maximize revenues and assist in planning a budget such that the system has adequate financial strength to meet all of its current needs and all of its anticipated future needs, such that the system, at all times, has the financial capacity to meet any and all financial tests required by its bond covenants.



**Long-term system planning.** Manager shall prepare short term and long term plans to present to the Board on a regular basis, designed to enhance the quality of life for the customers of the Waterworks and Sewer Board of the City of Uniontown by providing a safe and plentiful water supply in an economic and efficient manner. It is the intention of Owner to create long term plans for the long term financial viability of the system. Manager shall work with engineers and others hired by Owner to determine when facilities or equipment will likely require renovation or replacement, and provide a proposed plan and budget with long term goals in mind.

**Construction.** Manager will review construction plans and other projects, confer with contractors and engineers as needed, consults with industry representatives, assist in overseeing construction of new facilities or capital improvement projects on behalf of Owner, and maintain records to ensure compliance with plans and specifications. Manager will similarly maintains records of construction projects, including state and federal permits, and make reports regarding construction progress to Owner.

**Employment opportunities.** Manager shall hire local citizens to the greatest extent reasonably possible and practicable. Manager shall provide all applicants and employees equal opportunity for employment without regard to race, color, religion, national origin, ancestry, age, sex, pregnancy, physical or mental disability, veteran status, sexual orientation, or any other protected status. Manager shall not discriminate against any applicant or employee on the basis of race, color, religion, national origin, ancestry, age, sex, pregnancy, physical or mental disability, veteran status, sexual orientation, or any other legally protected status, at any time, including but not limited to the application process, initial employment requirements, promotion, transfer, selection for training opportunities, employee compensation, discipline, demotion, layoff, termination, employee benefits, in its internal policies, or any and all other terms and conditions of employment.

**Staffing.** Manager shall adequately staff, manage, operate, and maintain the system, and all of its facilities, including Owner's customer service center with highly qualified and properly trained personnel, and in compliance with state, federal and local laws. Manager shall conduct criminal background checks for each employee responsible with handling Owner's funds, and shall not employ any employee to handle funds who has a background which includes guilt of any crime involving theft, burglary, robbery, or any other crime of moral turpitude. Manager shall provide the highest level of friendly, reliable, and responsive customer service personnel, which shall include adequate staffing. Manager shall immediately suspend or replace any employee committing serious misconduct. Manager shall keep Owner's customer service center open to the public between the hours of 8:00 A.M. thru 4:00 P.M., Monday thru Friday, except during any holidays which may be approved by Owner. Employees working in the field shall be available at similar hours to perform their duties, in addition to any other time that may be required by law. A minimum of two employees shall staff the customer service center on the busiest three days of the month. Furthermore, Manager shall maintain a sufficient staff during all open hours to take customer payments without unreasonable delay, maintain, keep, record, and draft proposed minutes, resolutions, financial documents and other necessary records for Owner, to address customer complaints, to accomplish work in the field according to reasonable industry standards and expectations, and to respond in a timely manner to emergency situations.

**Safety.** Manager will provide paramount attention to the well-being and safety of its employees, customers, and invitees who may be guests on Owner's premises.

**Security precautions.** Manager will maintain premises with reasonable security precautions.



**After-hours response.** Manager shall provide a delegation of authority plan to Owner in order to provide prompt after-hours response to matters involving the system. Manager shall provide the relevant telephone numbers and or other contact information of employees who are available to respond to calls from Owner's selected after-hours answering service, and Manager shall have one or more employees ready and willing to respond reasonably and appropriately at all times to such calls. Representatives of Owner and of Manager shall similarly exchange all relevant after-hours contact information with one another so that each will be able to contact the other promptly in the event urgent action is needed.

**Urgent response.** Manager shall respond promptly to emergency situations relating to the system on behalf of the Owner and shall report all matters of a critical nature to the Owner in a timely manner. Manager will insure that all necessary repairs are made as quickly as possible. Conditions such as main water line breaks, pump failure, or other conditions affecting the quantity or quality of water available to customers shall be corrected as soon as possible after being brought to the attention of Manager, whether those events occur during or outside of the normally scheduled work hours. In the event of catastrophic failure creating an unusual delay in repair, Manager will provide customers potable and bottled water during the interim period. The cost of the potable and bottled water will be borne by Owner.

**Website.** Manager shall provide information and images to Owner's website provider for website updates and designs, as may be appropriate, or as may be requested by Owner.

**Customer suggestion box.** Manager will supply pen and paper to customers, together with a customer suggestion box, displayed prominently in the customer service center. Customers will be invited to provide their feedback about the system, both good and bad, to board members through this suggestion box. The only key to the box shall be held in the possession of the Owner's board secretary.

**Office and Safe access.** Manager shall ensure that the Secretary of the Board is provided exclusive access to any safe located in the customer service center, as well as a key to the office.

**Computer access.** Manager shall ensure that all of Owner's board members (and Owner's other authorized representatives) have access to computers on the premises of the customer service center, including access to any passwords required to access the computers, and documentation and information thereon, at all reasonable hours.

**On-going training.** Manager shall provide on-going training for personnel assigned to the system, in the areas of operation, maintenance, and safety.

**Purchase locally.** Manager shall make purchases locally, and use local service providers when obtaining goods and services for Owner to the greatest extent reasonably possible and practicable.

**Certifications.** Manager (and each of its employees) shall obtain and maintain all necessary licenses, certifications, and accreditations as necessary, to operate, maintain, and manage the system, and shall maintain the number of employees working in the system which may be required by ADEM.



**Customer complaints.** Manager shall promptly investigate and gather information, or evidence as may be needed, regarding customer complaints relating to the system, and cooperate as may be required by Owner in addressing, offering remedial action, or otherwise responding to each such complaint.

**Attendance at Board meetings.** Manager shall attend all Board meetings of Owner, unless excused, and provide full financial accounting, and system operations reports, water loss statistics, reports, responses, and recommendations related to customer complaints, sanitary inspection reports, reports of compliance with ADEM requirements, budget proposals and reports, inventory reports, reports regarding maintenance schedules and compliance therewith, outage reports, monitoring reports and laboratory results, any change in monthly compensation to Manager as a result of a change in CPI on each anniversary of this Agreement, maintenance activities, plans and priorities for the system, and otherwise provide all requested, and all needed information to the Board members such that they can make fully informed decisions about the health, the needs, and all other factors regarding the operation of the system. Manager shall assist in preparing the agenda for Owner's board meetings, and provide a copy of the proposed agenda to board members not later than the Friday preceding the Monday board meeting. Manager shall make arrangements for the appearance of guests. Manager shall provide the guest with notice that their appearance before the board will be limited to a five minute presentation. Manager shall notify board members well in advance of each meeting of the nature of business of each such guest. Manager shall record and prepare proposed minutes for the board members, distribute the same to each board member and to the board attorney in advance of each board meeting, and make corrections as may be requested by Board members. Manager shall further offer Owner's board members training periodically concerning informational updates on the system and other requirements of the system.

**Notices.** All notices, requests, demands, or other official communications hereunder shall be in writing and shall be deemed to have been duly given upon hand delivery, or, if mailed, five (5) days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, to the last known address of the persons who have executed this Agreement. The current addresses for notice are as follows:

*Owner:*

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN  
100 Front Street  
Uniontown, Alabama 36786

*Manager:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Terms continue until termination.** In the event this Agreement is not formally renewed at the expiration of its term, and Owner has not officially replaced Manager, the parties shall continue to meet their duties under this Agreement, and the terms and conditions of this Agreement shall continue to govern the relationship of the parties until it is renewed or terminated, or until Owner has officially replaced Manager with a new Manager.

**Termination without cause.** This Agreement may be terminated "without cause," (for no stated reason), and without penalty to either party, by providing one hundred and twenty (120) days written notice to



the other party of the intent to terminate. Neither party shall be liable to the other for any special, consequential, indirect, or incidental damages relating in any way to the decision of the other for termination of this Agreement.

**Termination for cause.** This Agreement may be terminated "with cause," and without penalty to either party for so terminating, for a material breach of the terms of this contract upon thirty (30) days written notice to the other party of the intent to terminate, together with a statement concerning the reason for termination.

**Option upon default.** In the event of Manager's default (any failure to provide services listed in this Agreement), or in the event of the occurrence of serious misconduct of an employee of Manager whom Manager has not timely suspended or replaced, Owner may opt to give Manager written notice of said default. If within thirty (30) days of said written notice, Manager does not comply with the provisions of this Agreement and correct the aforesaid default, Owner may, at its option, unilaterally terminate this Agreement, and institute whatever additional remedies Owner deems necessary and proper to protect its interest, and the interest of the public.

**Non-waiver.** The failure of either party to enforce any right hereunder shall not be construed as a waiver of its right to enforce that or any right hereunder in the future.

**Immediate termination for certain causes.** Either party may terminate this Agreement immediately upon the occurrence of any one of the following events: material breach of contract involving criminal activity by the breaching party, or where an audit has revealed missing funds of the Owner where Manager's employees can not be excluded as potential suspects, and Manager is unwilling to immediately suspend or replace such employees until a thorough investigation can be completed, the filing of any type of bankruptcy proceeding, the insolvency of a party, if either party makes an assignment for the benefit of creditors, or a change of law making it impossible for either party to perform its obligations hereunder.

**Terms which survive termination.** The parties agree that the termination of this Agreement shall not relieve either party of obligations to safeguard confidential and non-public information, to make payments owed to the other, and to meet any other obligations herein which common sense would dictate as a continuing obligation.

**Upon termination.** Upon termination of this agreement, Manager shall fully cooperate with the running of the system, and the turnover of equipment, documentation, keys, supplies, vehicles, and necessary information in order to allow for a smooth transition to new management. Owner shall provide reasonable compensation to Manager if Owner requires Manager to remain beyond the expiration of this Agreement to assist in such period of transition. Upon termination or expiration of this Agreement, Manager shall further certify in writing to Owner that Manager has complied with all local, State, and Federal laws and regulations, including but not limited to ADEM, EEOC, OSHA, USDA, ALDOT, and EPA regulations, Alabama One Call, and any and all other applicable laws and regulations.

**Assignment.** This Agreement may be assigned to a successor Manager only with the prior written consent of Owner. In the event this Agreement is assigned to a successor Manager with the prior written consent of Owner, this Agreement shall be binding upon the said successor Manager and Owner.



**Force Majeure.** A party shall not be considered to be in default or sustain liability to the other with respect to any obligation under this Agreement (other than an obligation to pay sums due) if it is prevented or delayed from fulfilling its obligations by reason of a Force Majeure Event, including, but not limited to energy facilities failure, acts of governmental authorities, acts of God, acts of public enemy or terrorism, fires, strikes or other labor disputes, delays in transportation, riots, war, epidemics, Change of Law, or any other cause beyond the reasonable control of the party asserting the Force Majeure Event. However, in the event of disruption by a Force Majeure Event, Manager shall use all reasonable efforts to properly operate and maintain the system.

**Severability.** If there is a conflict between any provision of this Agreement and the applicable law of the State of Alabama, the law of Alabama will prevail and such provisions of this Agreement shall be amended or deleted as necessary in order to comply with Alabama law. Furthermore, any provisions that are required by Alabama law which have been omitted from the terms of this Agreement are hereby incorporated herein, as if set out fully herein. If any provision of this Agreement is for any reason determined to be legally invalid or unenforceable, that said provision shall be stricken from the Agreement, and the validity and enforceability of the remaining provisions shall not be affected, and shall continue in full force and effect.

**Entire Agreement.** This written Agreement, including any Exhibits specifically incorporated by reference, represents the complete, sole, final, and entire expression of the agreement between the parties. Any other representations or agreements between the parties shall have no effect unless set forth in writing and signed by the parties after the date of this agreement.

**USDA approval required.** This Agreement is subject to the approval of the United States Department of Agriculture (USDA), before acceptance is considered final. Manager shall comply with all requirements necessary for USDA approval.

**Amendment.** The terms of this Agreement may not be modified or amended, unless such amendment is expressed in writing, and signed by all parties. In the event the scope of services should change by agreement of the parties, or as a result of some event not anticipated by the parties, the parties may equitably adjust the monthly fee provided to Manager. In such event, both parties agree to negotiate changes in a reasonable period of time and make any such changes to compensation retroactive to the date when cost of changes first occurred.

**Law.** All matters which may affect the interpretation of this Agreement and the rights of the parties hereto shall be governed in accordance with the laws of the State of Alabama.

**Exceptions and Additions.** The parties hereby agree that this is not a contract of adhesion. Both parties may offer other provisions than the standard provisions desired by Owner. Therefore, the parties agree on the following changes, exceptions, or additions to the foregoing Agreement (use additional pages, if needed):

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year above written.

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN ("Owner"):

By: \_\_\_\_\_  
Clarence Black, Its Chairman

ATTESTED: \_\_\_\_\_  
Marilyn Miller, Secretary

\_\_\_\_\_ ("Manager"):

By: \_\_\_\_\_  
\_\_\_\_\_, Its President.



The proposed contract itself is still the same.

David B. Norton  
Attorney at Law  
1000 Water Avenue  
Selma, Alabama 36701  
(334) 874-4400  
(334) 431-5171 (fax)  
email: [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)

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**From:** David Norton  
**Sent:** Thursday, March 05, 2020 4:01 PM  
**To:** Allen - RD, Montgomery, AL Bowen  
**Cc:** Prince Chestnut  
**Subject:** Fw: Waterworks and Sewer Board of the City of Uniontown - management RFP and proposed contract

Allen,

Have you had a chance to take a look yet?

I think we have a Uniontown meeting coming up on Tuesday.

Thanks.

David B. Norton  
Attorney at Law

**007439**



1000 Water Avenue  
Selma, Alabama 36701  
(334) 874-4400  
(334) 431-5171 (fax)  
email: [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)

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**From:** David Norton  
**Sent:** Friday, February 21, 2020 11:34 AM  
**To:** Bowen, Allen - RD, Montgomery, AL ; Prince Chestnut  
**Subject:** Waterworks and Sewer Board of the City of Uniontown - management RFP and proposed contract

Allen,

Please go ahead and take a look at these drafts of the RFP and proposed contract when you get a chance.

Please take special note of the parts highlighted in yellow, as they are most likely to be changed. I have got to clear the parts highlighted in yellow with Prince to make sure he agrees that we can legally do this without creating too many legal complications. I am considering whether we can allow bidders to offer completely alternative contracts to the one proposed. It may be better just to require them to stick to the proposed contract, and note any exceptions. My intent I drafting it this way was to open it up, and make sure we get as many bidders as possible. But if the offers vary too much from the proposed contract, making the award without possible legal challenges may be difficult. So, I will probably have to change this back and just require them to use our contract form, and note any changes they must have in order to avoid potential litigation. But I want you and Prince to let me know what you think before I change it.

After you and Prince have weighed in, we'll then go over these with board members for their input prior to any release to other parties.

**007440**



Thanks.

David B. Norton  
Attorney at Law  
1000 Water Avenue  
Selma, Alabama 36701  
(334) 874-4400  
(334) 431-5171 (fax)  
email: [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)

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**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Friday, February 21, 2020 10:55 AM  
**To:** David Norton ; Prince Chestnut  
**Cc:** 'mike@eosutilityservices.com'  
**Subject:** RE: advertisement for bid on 3rd party management

David, great, I will turn it around quickly.

Thanks,

*Allen Bowen*

Allen Bowen  
Community and Business Programs Director  
State Office, Rural Development  
United States Department of Agriculture  
Office: 334-279-3617

**007441**



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.

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**From:** David Norton <[davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)>  
**Sent:** Friday, February 21, 2020 10:54 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>; Prince Chestnut <[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)>  
**Cc:** 'mike@eosutilityservices.com' <[Mike@eosutilityservices.com](mailto:Mike@eosutilityservices.com)>  
**Subject:** Re: advertisement for bid on 3rd party management

Allen,

It is just about ready. I will make sure to get it to you for your feedback before we do anything on it.

I'm not sure if the Waterworks and Sewer Board of the City of Uniontown will want to publish it in the newspaper or just do a public bulletin board posting and direct mail to the likely bidders considering their current situation.

The statute below provides that they have a choice:

**Alabama Statutes**

**Title 41. STATE GOVERNMENT**

**Chapter 16. PUBLIC CONTRACTS**

**Article 2. Competitive Bidding on Public Contracts Generally**

*Current through the 2019 Regular and Special Sessions*

§ 41-16-24. Advertisement for and solicitation of bids; opening of bids; public inspection; reverse auction procedures; certain partial contracts void

- (a) (1) The Purchasing Agent shall advertise for sealed bids on all purchases in excess of the competitive bid limit as established in Section [41-16-20](#) by posting notice thereof on a bulletin board maintained outside the office door or by publication of notice thereof, one time, in a newspaper published in Montgomery County, Alabama, or in any other manner, for such lengths of time as the Purchasing Agent may determine. The Purchasing Agent shall also solicit sealed bids or bids

**007442**



to be submitted by reverse auction procedure by notifying all Alabama persons, firms, or corporations who have filed a request in writing that they be listed for solicitation on bids for the particular items set forth in the request and the other persons, firms, or corporations the Purchasing Agent deems necessary to insure competition. If any person, firm, or corporation whose name is listed fails to respond to any solicitation for bids after the receipt of three solicitations, the listing may be cancelled by the Purchasing Agent.

- (2) A Purchasing Agent may enter into a contract for purchases if a newspaper to which an advertisement for purchases did not publish the advertisement if the Purchasing Agent can provide proof that it in good faith submitted the advertisement to the newspaper with instructions to publish the notice in accordance with this section.
- (b) All bids, except as provided in subsection (d), shall be sealed when received, shall be opened in public at the hour stated in the notice, and all original bids together with all documents pertaining to the award of the contract shall be retained in accordance with a retention period established by the State Records Commission and shall be open to public inspection.
  - (c) If the purchase or contract will involve an amount of the competitive bid limit as established in Section [41-16-20](#) or less, the Purchasing Agent may make the purchases or contracts either upon the basis of sealed bids, reverse auction procedure, or in the open market.
  - (d) For purposes of this article, a reverse auction procedure includes either of the following:
    - (1) A real-time bidding process usually lasting less than one hour and taking place at a previously scheduled time and Internet location, in which multiple anonymous suppliers submit bids to provide the designated goods or services.
    - (2) A bidding process usually lasting less than two weeks and taking place during a previously scheduled period and at a previously scheduled Internet location, in which multiple anonymous suppliers submit bids to provide the designated goods or services.
  - (e) No purchase or contract involving an amount in excess of the competitive bid limit as established in Section [41-16-20](#) shall be divided into parts involving amounts of the competitive bid limit as established in Section [41-16-20](#) or less for the purpose of avoiding the requirements of this article. All such partial contracts involving the competitive bid limit as established in



Section [41-16-20](#) or less shall be void.

Cite as Ala. Code § 41-16-24 (1975)

**History.** Amended by [Act 2014-373, §1](#), eff. 7/1/2014.

Acts 1957, No. 343, p. 452, §6; Acts 1961, No. 870, p. 1365; Acts 1976, No. 751, p. 1032, §4; Acts 1983, No. 83-773, p. 1414, §1; Acts 1989, No. 89-687, p. 1351, §2; Acts 1994, No. 94-207, p. 270, §1; Act 2006-107, p. 152, §1; [Act 2009-763, p. 2310, §1](#).

David B. Norton  
Attorney at Law  
1000 Water Avenue  
Selma, Alabama 36701  
(334) 874-4400  
(334) 431-5171 (fax)  
email: [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)

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**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Friday, February 21, 2020 10:13 AM  
**To:** Prince Chestnut  
**Cc:** David Norton ; 'mike@eosutilityservices.com'  
**Subject:** advertisement for bid on 3rd party management

Prince, what is the status of the advertisement for Bid on the management firm? I need time to review before the board approves and it is put in the paper.

**007444**



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)

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**007445**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Robert White](#)  
**Subject:** FW: [Caution: Suspicious Attachment]Fwd:  
**Date:** Tuesday, September 24, 2019 12:34:00 PM  
**Attachments:** [Uniontown Utilities Board Lease.pdf](#)  
[ATT00001.htm](#)

---

Please read and review and make comments.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** cityofuniontown@outlook.com <cityofuniontown@outlook.com>  
**Sent:** Tuesday, September 24, 2019 10:27 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov> (b) (6) @yahoo.com;  
(b) (6) @yahoo.com; chestnutlawfirm@gmail.com  
**Subject:** [Caution: Suspicious Attachment]Fwd:

Please review and approve. I've copied Vice Chairman Joyce Banks and Secretary Marilyn Miller, so that they may get your response directly.

Sent from my iPhone

Begin forwarded message:

**From:** Jamaal Hunter (b) (6) @perrycountyal.org>  
**Date:** September 24, 2019 at 10:15:23 AM CDT  
**To:** [cityofuniontown@outlook.com](#)

---

~~~~~  
THINK Before You Open!

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**007446**



STATE OF ALABAMA       §  
                                          §  
COUNTY OF PERRY       §

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**LEASE AGREEMENT**

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This LEASE AGREEMENT (hereinafter referred to as the "Lease") is made on this 1st day of November 1, 2019, by and between the (b) (4) (hereinafter referred to as "(b) (4)" or "Landlord") and **The Waterworks and Sewer Board of the City of Uniontown** (hereinafter referred to as "Waterworks and Sewer Board" or "Tenant").

In consideration of the mutual promises and covenants herein, the parties hereby agree as follows:

(1) DESCRIPTION: Tenant agrees to lease, and (b) (4) agrees to rent the real property, building(s) and improvements, located at: (b) (4), Uniontown, Alabama, (hereinafter referred to as the "Property".)

(2) TERM: (b) (4) will lease said property for a period of thirty-six (36) months commencing on November 1, 2019 and ending on November 1, 2022.

(3) POSSESSION: Possession shall be delivered by keys and physical possession given to Tenant on November 1, 2019 or sooner if agreed upon by the parties.

(4) RENT: Tenant agrees to pay (b) (4) the sum of (b) (4) per month as rent for the property. Said payments will be due and payable on or before the 5<sup>th</sup> day of each month thereafter.

(5) LIQUIDATED DAMAGES: In the event Tenants defaults on this agreement, Tenant agrees to pay (b) (4) six months' rent as liquidated damages.

(6) COVENANTS OF TENANT: Commencing with entering the term of this agreement, including extensions, the Tenant hereby covenants and agrees as follows:

(A) That the Tenant will pay all utility charges and bills, including, but not limited to water, sewer, gas, oil, and electric, which may be assessed or charged against the Property.

(B) That the Tenant will not use the Property for any unlawful purpose and that the Tenant will conform to and obey all laws, ordinances, rules, regulations, requirements and orders of all Federal, State, and Local governmental authorities, agencies, departments, bureaus, boards or officials, respecting the use of the Property; and



(C) That the Tenant will surrender and deliver up the Property, in the event this lease is terminated by either party, in as good order and condition as the same now exists, reasonable use and natural wear and tear expected.

(D) That the Tenant shall pay for and maintain liability insurance for the business. Landlord shall be named as an additional insured on the liability insurance policy and a copy of which shall be provided to Landlord.

(E) COSTS OF IMPROVEMENTS: Tenant is allowed to make any improvements necessary to bring the building into compliance with local, state and federal laws. The costs of any improvements shall be the sole responsibility of tenant. In the event this lease is terminated by either party, (b) (4) is allowed to remove any equipment, fixed to or placed therein, located on a said property. All major interior renovations must first be approved by (b) (4). Major renovations include, but are not limited to, the following: moving walls, replacement of ceiling, replacement of flooring, or interior painting.

(7) COVENANTS OF THE LANDLORD: The Landlord hereby covenants and agrees as follows:

(A) That the Landlord shall pay for and maintain fire and extended coverage insurance on the Property.

(B) That the Tenant is entitled to the quiet enjoyment of the Property without any interference or interruption by Landlord or its representatives.

(8) COSTS OF IMPROVEMENTS: See Covenant of Tenant

(9) TAXES AND ENCUMBRANCES: The Landlord shall not lease to any other third party, nor to assign, sell, option, transfer, pledge, or otherwise convey any or all rights or interests had by Landlord in the Property or in this Lease nor to further encumber the Property nor allow the same to occur, without prior written consent of (b) (4). Violation of this paragraph shall be considered a material breach of this Lease. The Landlord further agrees to keep all mortgages, liens, taxes, or other encumbrances on the Property current and in good standing.

(10) RIGHT OF ASSIGNMENT: The Tenant may not sublet the Property, and/or assign, sell, transfer, pledge, or otherwise convey any or all rights or interest which the Tenant may have in the Property or in this Lease, without prior written consent of (b) (4).

(11) MAINTENANCE AND REPAIRS: The Tenant accepts the Property "as is" on the date of execution. As of the effective date, the Tenant shall be responsible for all maintenance and repair upon said Property, both interior and exterior, excluding the terms set forth above. The Tenant shall have the right to make such repairs, maintenance, and improvements as Tenant shall deem necessary, proper or desirable. The Tenant shall pay the costs of all such improvements, except, heating or cooling system that is not in workable condition at the inception of this Lease will be repaired by the Landlord at its expense within three days (3) notice from Tenant.



(12) BINDING AGREEMENTS: The parties hereto agree that this Lease comprises the entire agreement of the parties and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. This Lease may not be amended except in a writing executed by all the parties hereto. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Lease other than what is expressly written herein.

(13) INSURANCE: While this Lease is in effect, the Landlord shall maintain fire and extended coverage upon the Property, and immediately convert the owner occupied (if applicable) policy to a non-owner occupied policy. In the event of the entire or partial loss, damage or destruction of the Property, the Tenant may terminate this lease.

(14) TERMINATION: Either party reserves the right to terminate this agreement by providing ninety (90) days written notice.

IN WITNESS WHEREOF,

the parties hereto, have set their hands to this Lease on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WITNESS:

\_\_\_\_\_  
(b) (4)

\_\_\_\_\_  
(b) (4) (Print Name)

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

\_\_\_\_\_  
Waterwork and Sewer Board

\_\_\_\_\_  
Printed Name

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



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**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Beeker, Chris - RD, Montgomery, AL](#); [Baker, Shelley - RD, Montgomery, AL](#); [Taylor, Barry - RD, Montgomery, AL](#)  
**Subject:** RE: Allentown Water Project  
**Date:** Tuesday, June 4, 2019 2:41:00 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

---

I am sure it is Uniontown

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Beeker, Chris - RD, Montgomery, AL  
**Sent:** Tuesday, June 4, 2019 1:38 PM  
**To:** Baker, Shelley - RD, Montgomery, AL <[shelley.baker@usda.gov](mailto:shelley.baker@usda.gov)>; Taylor, Barry - RD, Montgomery, AL <[barry.taylor@usda.gov](mailto:barry.taylor@usda.gov)>; Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** FW: Allentown Water Project

FYI, see below and I'm pretty sure they are talking about Uniontown.

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
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**From:** Kaihlanen, Darren - RD, Washington, DC  
**Sent:** Tuesday, June 4, 2019 1:32 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>

**007451**



**Cc:** Jackson, Tonja - RD, Washington, DC <[tonja.jackson@usda.gov](mailto:tonja.jackson@usda.gov)>

**Subject:** Allentown Water Project

Mr. Beeker,

Good afternoon. In regards to the current 2018 Environmental Justice report, Dr. Paylor is recommending the Allentown Water Project to be specifically included in the Alabama report. The attached docs are for your convenience.

If you have any questions or concerns, please feel free to contact me directly.

Respectfully,

Darren G. Kaihlanen  
Equal Opportunity Specialist  
Rural Development Business Center  
United States Department of Agriculture  
1400 Independence Ave., S.W.  
Washington, DC 20250  
Phone: 405.446.2619 (voice/text)  
Fax: 202.692.0203  
[www.rd.usda.gov](http://www.rd.usda.gov)

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**007452**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Prince Chestnut](#)  
**Subject:** RE: Bid for management services  
**Date:** Monday, February 3, 2020 7:44:00 AM

---

Prince, I need to review the document prior to you presenting them to the Board. I want to make sure that all the RD requirements are included.

If you have any questions please contact me.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Prince Chestnut <chestnutlaw@att.net>  
**Sent:** Friday, January 31, 2020 2:27 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Subject:** Re: Bid for management services

Yes, I will work with the board to get the process started.

Prince Chestnut  
Attorney for The Waterworks &  
Sewer Board of the City of Uniontown

On Friday, January 31, 2020, 11:53:30 AM CST, Bowen, Allen - RD, Montgomery, AL  
<[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)> wrote:

Mr. Chestnut, the Utilities Board needs to start advertising for bids for a management firm as per the Letter Of Conditions. I would like to discuss this and review the advertisement with you.

**007453**



When is a good date? We need to have the management company in place by 4/1/2020.

Thanks,

**Allen Bowen**

Allen Bowen

United States Department of Agriculture

Rural Development

Community and Business Programs Director

Office: 334-279-3617

Cell: 334-322-4147

Fax: 855-304-8457

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**007454**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)  
**Subject:** RE: City of Uniontown  
**Date:** Thursday, April 18, 2019 10:35:00 AM

---

I found them.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** cityofuniontown@outlook.com <cityofuniontown@outlook.com>  
**Sent:** Thursday, April 18, 2019 9:25 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Cc:** Beeker, Chris - RD, Montgomery, AL <chris.beeker@usda.gov>; Gordon, Nivory - RD, Camden, AL <nivory.gordon@usda.gov>; chestnutlawfirm@gmail.com; Jamaal Hunter (b) (6) @gmail.com>; (b) (6) hotmail.com  
**Subject:** Re: City of Uniontown

Yes. Just let me know dates.

I emailed documents Monday but can resend.

Emefa

Sent from my iPhone

On Apr 18, 2019, at 9:16 AM, Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)> wrote:

Can we schedule it for a 10 am starting time, we are going to have a lot of things to discuss and go over? I will get you a couple of dates today.

**007455**



Also, I need a copy of the final organizational document prepared by the attorney prior to them being filed.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com) <[cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)>  
**Sent:** Thursday, April 18, 2019 7:52 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Cc:** Beeker, Chris - RD, Montgomery, AL <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>; Gordon, Nivory - RD, Camden, AL <[nivory.gordon@usda.gov](mailto:nivory.gordon@usda.gov)>; [chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com); Jamaal Hunter <(b) (6) @gmail.com>; <(b) (6) @hotmail.com>  
**Subject:** Re: City of Uniontown

I will cancel.

Allen, what two dates are you available to come next week?

Sent from my iPhone

On Apr 18, 2019, at 7:16 AM, Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)> wrote:

I agree that we cancel and reschedule, I really want this meeting to be a face to face meeting.

Thanks

---

**From:** "cityofuniontown@outlook.com" <[cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)>  
**Date:** Wednesday, April 17, 2019 at 10:37:11 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>,

**007456**



"Beeker, Chris - RD, Montgomery, AL" <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>,  
"Gordon, Nivory - RD, Camden, AL" <[nivory.gordon@usda.gov](mailto:nivory.gordon@usda.gov)>,  
"chestnutlawfirm@gmail.com" <[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)>, "Jamaal  
Hunter" <(b) (6) [gmail.com](mailto:(b) (6)@gmail.com)>,  
(b) (6) [hotmail.com](mailto:(b) (6)@hotmail.com)" <(b) (6) [hotmail.com](mailto:(b) (6)@hotmail.com)>

**Subject:** City of Uniontown

Hey All,

With the threat of severe weather, I want to suggest we either reschedule tomorrow's 2pm meeting or hold via conference call using a dial in I can provide.

Please provide your thoughts about my suggestion.

Best,

Emefa  
334-663-1334  
Sent from my iPhone

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**007457**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [cityofuniontown@outlook.com](#); [Beeker, Chris - RD, Montgomery, AL](#); [Gordon, Nivory - RD, Camden, AL](#)  
**Cc:** [Jamaal Hunter](#); [chestnutlawfirm@gmail.com](#); [Kathy Horne \(khorne@alruralwater.com\)](#); [Robert White](#)  
**Subject:** RE: City of Uniontown  
**Date:** Friday, March 1, 2019 8:52:00 AM

---

Emefa, unfortunately USDA-RD cannot approve either of the request. It is very important that the Utilities Board operate and function independently at all times. If the mayor or a member of the city council sat on the board that would create potential for conflict.

Also, it is very important that the people of the City of Uniontown be equally represented on the board, therefore it is necessary that the members of the board be selected from each district. We do recognize the fact that the city wants to place the most qualified citizens on the board and hopefully that can be achieved by selecting one member from each council district.

Once the organizational documents and bylaws have been prepared please provide a copy to ARWA and RD for review and approval prior to adoption by the council. RD must provide prior written approval of all document and bylaws prior to adoption and implementation.

If you have any questions please contact me.

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** cityofuniontown@outlook.com <cityofuniontown@outlook.com>

**007458**



**Sent:** Thursday, February 28, 2019 5:01 PM

**To:** Beeker, Chris - RD, Montgomery, AL <Chris.Beeker@al.usda.gov>; Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>; Gordon, Nivory - RD, Camden, AL <Nivory.Gordon@al.usda.gov>

**Cc:** Jamaal Hunter <(b) (6) gmail.com>; chestnutlawfirm@gmail.com

**Subject:** City of Uniontown

Good Evening,

Attorney Chestnut and I met with Mayor Hunter this evening and the City would like to make the following changes. Please review and provide feedback from USDA. We are available to discuss via telephone tomorrow between 8:00am and 2:00pm.

1. The City of Uniontown would like a council member to serve on the Utilities Board.
2. Rather than members of the Utilities Board been appointed by district, the City of Uniontown would like to have the most qualified four(4) members to serve. The **nepotism clause will be added to prevent members from appointing family member and other relatives.**

Best,

Emefa

Sent from my iPhone

**007459**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)  
**Cc:** [Robert White](#); "[Beeker, Chris - RD, Montgomery, AL \(Chris.Beeker@al.usda.gov\)](#)"; [Gordon, Nivory - RD, Camden, AL](#)  
**Subject:** RE: City of Uniontown /Board Appointments  
**Date:** Monday, April 15, 2019 10:37:00 AM

---

Thanks, once all the documents are signed and ready to be legally filed please email them to ARWA and me so that we can do a final review.

Look forward to your call.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** cityofuniontown@outlook.com <cityofuniontown@outlook.com>  
**Sent:** Monday, April 15, 2019 9:30 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Subject:** Re: City of Uniontown /Board Appointments

No updates as of this morning. One of the board members were out of town and should be signing the Certificate of Incorporation today.

I will call you around 10am.

Emefa

Sent from my iPhone

On Apr 9, 2019, at 3:07 PM, Bowen, Allen - RD, Montgomery, AL <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)> wrote:

Emefa, do you have any updates on the progress of the new

**007460**



board or any thing else on the sewer project?

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**From:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com) <[cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)>  
**Sent:** Tuesday, April 2, 2019 8:53 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Cc:** Gordon, Nivory - RD, Camden, AL <[Nivory.Gordon@al.usda.gov](mailto:Nivory.Gordon@al.usda.gov)>; Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>; Prince Chestnut <[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)>; Jamaal Hunter <(b) (6) [gmail.com](mailto:gmail.com)>  
**Subject:** Re: City of Uniontown /Board Appointments

Council meeting with well. Members are official and we are ready for our next steps. We will be connecting the members to Attorney Chestnut and ARWA so that they can press on.

Will keep everyone posted.

Emefa

Sent from my iPhone

On Apr 2, 2019, at 8:19 AM, Bowen, Allen - RD, Montgomery, AL <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)> wrote:

Emefa, how did the council meeting go?

Thanks,

**007461**



*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**From:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com) <[cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)>  
**Sent:** Monday, April 1, 2019 11:35 AM  
**To:** Gordon, Nivory - RD, Camden, AL <[Nivory.Gordon@al.usda.gov](mailto:Nivory.Gordon@al.usda.gov)>;  
Bowen, Allen - RD, Montgomery, AL <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>; Beeker,  
Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>; Prince Chestnut  
<[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)>  
**Subject:** City of Uniontown /Board Appointments

Below are the candidates for the Uniontown Water and Sewage Board provided by the Mayor and City Council. The next scheduled City Council Meeting is tonight at 6pm at the Uniontown City Hall.

District 1-**Marilyn Miller** is currently a Secretary at the Board of Education. She has both administrative and financial experience.  
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District 4-**Christine White** is currently a School Counselor and is an analytical and critical thinker.  
District 5-**Joyce Banks** is a retiree of the Perry County Board of Education. She possess both management and administrative skills.

Please feel free to contact me at (b) (6) if need.

Best,

Emefa  
334-663-1334

**007462**



Sent from [Mail](#) for Windows 10

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**007463**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)  
**Subject:** RE: City of Uniontown /Board Appointments  
**Date:** Tuesday, April 9, 2019 4:06:00 PM

---

Emefa, do you have any updates on the progress of the new board or any thing else on the sewer project?

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** cityofuniontown@outlook.com <cityofuniontown@outlook.com>  
**Sent:** Tuesday, April 2, 2019 8:53 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>  
**Cc:** Gordon, Nivory - RD, Camden, AL <Nivory.Gordon@al.usda.gov>; Beeker, Chris - RD, Montgomery, AL <Chris.Beeker@al.usda.gov>; Prince Chestnut <chestnutlawfirm@gmail.com>; Jamaal Hunter (b) (6) @gmail.com>  
**Subject:** Re: City of Uniontown /Board Appointments

Council meeting with well. Members are official and we are ready for our next steps. We will be connecting the members to Attorney Chestnut and ARWA so that they can press on.

Will keep everyone posted.

Emefa

Sent from my iPhone

On Apr 2, 2019, at 8:19 AM, Bowen, Allen - RD, Montgomery, AL <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)> wrote:

Emefa, how did the council meeting go?

**007464**



Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com) <[cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)>  
**Sent:** Monday, April 1, 2019 11:35 AM  
**To:** Gordon, Nivory - RD, Camden, AL <[Nivory.Gordon@al.usda.gov](mailto:Nivory.Gordon@al.usda.gov)>; Bowen, Allen - RD, Montgomery, AL <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>; Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>; Prince Chestnut <[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)>  
**Subject:** City of Uniontown /Board Appointments

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District 4-**Christine White** is currently a School Counselor and is an analytical and critical thinker.

District 5-**Joyce Banks** is a retiree of the Perry County Board of Education. She possess both management and administrative skills.

Please feel free to contact me at (334)628-2011 if need.

Best,

**007465**



Emefa  
334-663-1334

Sent from [Mail](#) for Windows 10

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**007466**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)  
**Cc:** [Gordon, Nivory - RD, Camden, AL](#); [Beeker, Chris - RD, Montgomery, AL](#); [Prince Chestnut](#); [Jamaal Hunter](#); [Robert White](#)  
**Subject:** RE: City of Uniontown /Board Appointments  
**Date:** Tuesday, April 2, 2019 9:58:00 AM

---

Thanks, please keep me updated.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** cityofuniontown@outlook.com <cityofuniontown@outlook.com>  
**Sent:** Tuesday, April 2, 2019 8:53 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>  
**Cc:** Gordon, Nivory - RD, Camden, AL <Nivory.Gordon@al.usda.gov>; Beeker, Chris - RD, Montgomery, AL <Chris.Beeker@al.usda.gov>; Prince Chestnut <chestnutlawfirm@gmail.com>; Jamaal Hunter <(b) (6)@gmail.com>  
**Subject:** Re: City of Uniontown /Board Appointments

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Will keep everyone posted.

Emefa

Sent from my iPhone

On Apr 2, 2019, at 8:19 AM, Bowen, Allen - RD, Montgomery, AL <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)> wrote:

Emefa, how did the council meeting go?

**007467**



Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**From:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com) <[cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)>  
**Sent:** Monday, April 1, 2019 11:35 AM  
**To:** Gordon, Nivory - RD, Camden, AL <[Nivory.Gordon@al.usda.gov](mailto:Nivory.Gordon@al.usda.gov)>; Bowen, Allen - RD, Montgomery, AL <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>; Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>; Prince Chestnut <[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)>  
**Subject:** City of Uniontown /Board Appointments

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District 5-**Joyce Banks** is a retiree of the Perry County Board of Education. She possess both management and administrative skills.

Please feel free to contact me at (b) (6) if need.

Best,

Emefa  
334-663-1334

**007468**



Sent from [Mail](#) for Windows 10

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**007469**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com); [Gordon, Nivory - RD, Camden, AL](#); [Beeker, Chris - RD, Montgomery, AL](#); [Prince Chestnut](#)  
**Subject:** RE: City of Uniontown /Board Appointments  
**Date:** Monday, April 1, 2019 3:33:00 PM

---

We have reviewed the recommend list of candidates for the new Utilities Board and we do not have any issues those candidates that have been selected.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** cityofuniontown@outlook.com <cityofuniontown@outlook.com>  
**Sent:** Monday, April 1, 2019 11:35 AM  
**To:** Gordon, Nivory - RD, Camden, AL <Nivory.Gordon@al.usda.gov>; Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>; Beeker, Chris - RD, Montgomery, AL <Chris.Beeker@al.usda.gov>; Prince Chestnut <chestnutlawfirm@gmail.com>  
**Subject:** City of Uniontown /Board Appointments

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District 4-**Christine White** is currently a School Counselor and is an analytical and critical thinker.

**007470**



District 5-**Joyce Banks** is a retiree of the Perry County Board of Education. She possess both management and administrative skills.

Please feel free to contact me at (334)628-2011 if need.

Best,

Emefa  
334-663-1334

Sent from [Mail](#) for Windows 10

**007471**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Robert White](#)  
**Subject:** RE: Draft letter for customers  
**Date:** Tuesday, March 24, 2020 10:59:00 AM

---

Rob, what do you think of this document?

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:** Corey Martin (b) (6) @mws.llc>  
**Sent:** Tuesday, March 24, 2020 12:37 AM  
**To:** David Norton <davidnorton@nortonlawoffice.com>; Robert White <rwhite@alruralwater.com>;  
Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Subject:** Draft letter for customers

To whom it may concern:

The City of Uniontown has effectively transferred ownership of the Utility System to the Water and Sewer Board. While this is mainly a legal ownership change it does allow for better management by a separate board which will be accountable to its customers. The board members are xxxxxxx. The board president is xxxxx. Board meetings are on the xxxx Tuesday of each month and you are encouraged to attend.

The management contract with EOS utilities is scheduled to end in the next 60 days and a new management company will be selected based on an open bidding process.

The Water and Sewer board is also receiving a substantial grant from the USDA to improve the water and sewer system. As a result of the conditions of receiving this grant, we have recently started a comprehensive evaluation of our utility system. We were able to identify the following issues which we all must work together to address:

a) customers who were not in the billing system and who were not receiving a utility bill

**007472**



- b) customers who were receiving only a minimum bill each month instead of a bill based on their usage
- c) customers with excessively high past due balances who have been receiving services without paying their bill in full
- d) customers that have faulty or defective plumbing

As a result of these findings we have made several changes to our policies and procedures which we would like to inform you about.

If you were not previously receiving a bill for your water services you are not going to be billed for usage prior to your account being properly established. Now that your account is established and your meter is in the billing system you can expect to receive a bill that is fair and accurate.

If you were only receiving a minimum bill, meaning that your bill amount was the same as you were not being billed based on usage you will notice that your water bill may increase as we have replaced meters and registers that were not working properly. Rest assured that your rate did not change. Again, we have not raised water rates. We are only billing you for the amount of water that you use. As a reminder your sewer rate is based on your water usage as well. Please take this opportunity to check for leaking faucets, toilets, and fixtures as it may contribute to a higher bill.

If you have an excessively past due balance, that is to say a balance that is over \$200 your service will be disconnected on the next disconnect date unless your account has been made current. Once your account has been disconnected for non payment you will need to establish a payment agreement to bring your account current within 90 days. We will work with you as much as possible to establish a reasonable payment plan, however you are responsible for your utility services and everyone must pay their fair share.

If your house has poor plumbing that allows for a leaking or discharge of wastewater (whether from sinks, washing machines, or otherwise) you must correct these issues. Allowing for the drainage of wastewater from your home that does not enter the collection system (septic tank or public sewer) is a major public health concern as your wastewater can cause a cross connection or backsiphonage into the public water supply. We will notify the Alabama Department of Public health and possibly disconnect your water to enforce compliance.

At some point within the next 90 days an employee or contractor representing the water and sewer board will visit your property to verify your meter, address, and ensure that your sewer is properly working. This is an opportunity for you to let us know if you have problems with your sewer (toilet backup, slow drainage, etc).

We prayerfully ask your support and patience over the next few months as we complete these hard but necessary tasks in the ultimate goal of having the best possible water and sewer system for all of our customers. In order to properly allocate our grant money we must first work to identify any problems and shortcomings in our system. Your cooperation with our employees and your participation and attendance at water board meetings is greatly appreciated.

If you have any questions or concerns please feel free to attend the next water and sewer board meeting which will be on xxxxxx at xxxxxx.

Any questions or comments? This is probably a very rough draft but I feel it is a good start.

Thanks

Corey

Sent from my iPhone

**007473**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Lawrence, William](#)  
**Cc:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com); [Given, Robert](#)  
**Subject:** RE: EOS Utility Services - City of Uniontown - Amendment to Water and Wastewater Systems Service Agreement  
**Date:** Tuesday, December 31, 2019 12:52:00 PM

---

Bill, I think that the agreement is ok. However I have discussed the expiration date with Mike and we agree to extend the contract to March 31, 2020. Could you change the date and resend me one to have executed?

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Lawrence, William (b) (6) @burr.com>  
**Sent:** Monday, December 30, 2019 4:58 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Cc:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com); Given, Robert (b) (6) @burr.com>  
**Subject:** RE: EOS Utility Services - City of Uniontown - Amendment to Water and Wastewater Systems Service Agreement

Good Afternoon Allen,

I'm following up regarding my email dated December 17 to see if you have had an opportunity to discuss EOS' proposed Amendment to Water and Wastewater Systems Service Agreement with the City of Uniontown?

Regards,  
Bill

---

**From:** Lawrence, William (b) (6) @burr.com>  
**Sent:** Tuesday, December 17, 2019 9:17 AM  
**To:** [allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)  
**Cc:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com); Given, Robert (b) (6) @burr.com>  
**Subject:** EOS Utility Services - City of Uniontown - Amendment to Water and Wastewater Systems Service Agreement

Allen,

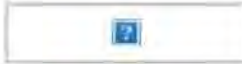
In follow up to our telephone discussion last Wednesday, attached is the Amendment to Water and Wastewater Systems Service Agreement for the City of Uniontown to sign. As we discussed, the Amendment keeps in place the Water and Wastewater Systems Service Agreement between the City and EOS Utility Services through January 31, 2020.

**007474**



Thank you for your help getting the City to sign the Amendment. If you have any questions, do not hesitate to contact my law partner, Robert Given, who I have copied on this email (T: (205) 458-5308), or me.

Regards,  
Bill



AL • DE • FL • GA  
MS • NC • SC • TN

William (Bill) M. Lawrence • *Attorney at Law*  
Burr & Forman LLP

---

420 North 20th Street, Suite 3400, Birmingham, Alabama 35203  
direct 205-458-5425 • fax 205-244-9761 • main 205-251-3000

(b) (6) @burr.com • [www.burr.com](http://www.burr.com)

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**007475**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)  
**Cc:** [Robert White](#); [Lawrence, William](#)  
**Subject:** RE: EOS contract extension and assignment  
**Date:** Tuesday, December 31, 2019 12:54:00 PM

---

Mike, thanks!! I will work to see that it is accomplished not later than the end of March.

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com) <[mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)>  
**Sent:** Tuesday, December 31, 2019 11:46 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** RE: EOS contract extension and assignment

Allen

We can stay until the end of March. I would think the Board will need to begin the advertisement for bids not later than the end of January in order to meet that time frame.

Thank you  
Mike

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Tuesday, December 31, 2019 9:02 AM  
**To:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)  
**Subject:** RE: EOS contract extension and assignment

Mike, would you be willing to stay on board until the board can bid and select a new management firm. Hopefully not longer than the last bay of March 2020?

**007476**



Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**From:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com) <[mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)>  
**Sent:** Monday, December 30, 2019 3:08 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>; 'Emefa Butler' <[cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)>; 'Ed Morris' <[emorris@sentell.net](mailto:emorris@sentell.net)>; 'Robert White' <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>; 'Prince Chestnut' <[chestnutlaw@att.net](mailto:chestnutlaw@att.net)>; [mayorhunter@ymail.com](mailto:mayorhunter@ymail.com)  
**Cc:** Gordon, Nivory - RD, Camden, AL <[nivory.gordon@usda.gov](mailto:nivory.gordon@usda.gov)>; Beeker, Chris - RD, Montgomery, AL <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>  
**Subject:** RE: EOS contract extension and assignment

Allen

Attached is an executed agreement by EOS Utility Services .

Please let me know if you need anything.

Mike

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Monday, December 30, 2019 11:21 AM  
**To:** Emefa Butler <[cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)>; Ed Morris <[emorris@sentell.net](mailto:emorris@sentell.net)>; Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>; Prince Chestnut <[chestnutlaw@att.net](mailto:chestnutlaw@att.net)>; 'mayorhunter@ymail.com' <[mayorhunter@ymail.com](mailto:mayorhunter@ymail.com)>  
**Cc:** Gordon, Nivory - RD, Camden, AL <[nivory.gordon@usda.gov](mailto:nivory.gordon@usda.gov)>; 'mike@eosutilityservices.com' <[Mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)>; Beeker, Chris - RD, Montgomery, AL <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>  
**Subject:** EOS contract extension and assignment

All, please find attached an amended agreement between the City and EOS with provisions to transfer or assign to the new Utilities board.  
Please review and let me know if there are any questions and /or

**007477**



concerns. I would like to get this document executed by all parties prior to the next Board meeting scheduled for 1/14/20. As soon as this document is properly executed then the business of the water and sewer can be transferred to the board from the city and planning and work can begin on the collections system.

The only change that I can see is the expiration date. I don't think the advertising for a management company and getting them on board can be completed by the end of January so it may need to be extended.

The Board needs to work with ARWA, legal counsel and myself to prepare the advertisement requesting bids for management. I will be reaching out to each of you Thursday 1/2/20 by email if I have not heard from you before then.

Please contact me if you have any questions.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007478**



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**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [LeFleur, Lance R](#)  
**Subject:** RE: General Fund - 2019-394  
**Date:** Tuesday, October 15, 2019 3:10:00 PM

---

Thanks!

Allen Bowen

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

-----Original Message-----

From: LeFleur, Lance R <[llefleur@adem.alabama.gov](mailto:llefleur@adem.alabama.gov)>  
Sent: Tuesday, October 15, 2019 2:10 PM  
To: Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
Subject: RE: General Fund - 2019-394

I do not know of any place where the dollar figure is set out.  
Chris Becker is the only one I know of who spoke with the legislators on the dollar amount.  
Lance

-----Original Message-----

From: Bowen, Allen - RD, Montgomery, AL [<mailto:allen.bowen@usda.gov>]  
Sent: Tuesday, October 15, 2019 1:35 PM  
To: LeFleur, Lance R <[llefleur@adem.alabama.gov](mailto:llefleur@adem.alabama.gov)>  
Subject: RE: General Fund - 2019-394

Lance, thanks. Is there a dollar figure anywhere that reflect the amount to be used to pay for thr sewer repairs, upgrades etc?

Thanks,

Allen Bowen

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

-----Original Message-----

From: LeFleur, Lance R <[llefleur@adem.alabama.gov](mailto:llefleur@adem.alabama.gov)>  
Sent: Tuesday, October 15, 2019 1:18 PM  
To: Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
Subject: FW: General Fund - 2019-394

FYI

**007480**



-----Original Message-----

From: Cranage, Laura

Sent: Tuesday, October 15, 2019 1:15 PM

To: LeFleur, Lance R <llefleur@adem.alabama.gov>

Subject: General Fund - 2019-394

Your message is ready to be sent with the following file or link attachments:

General Fund - 2019-394

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

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**007481**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Prince Chestnut](#); [Robert White](#); [Gordon, Nivory - RD, Camden, AL](#)  
**Cc:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)  
**Subject:** RE: Transfer of utilities from City of Uniontown  
**Date:** Wednesday, February 19, 2020 8:48:00 AM

---

Mr. Chestnut, I have reviewed all documents, I would like to go over them once more tomorrow morning and be sure I have no issues. Have you received any feedback from ARWA, or EOS?

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**From:** Prince Chestnut <[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)>  
**Sent:** Friday, February 14, 2020 1:00 PM  
**To:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>; Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>; Gordon, Nivory - RD, Camden, AL <[nivory.gordon@usda.gov](mailto:nivory.gordon@usda.gov)>  
**Cc:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)  
**Subject:** Transfer of utilities from City of Uniontown

I have not received any feedback as of today from either EOS or the City of Uniontown on the transfer documents I prepared earlier this week.

Prince Chestnut, Esq.  
Attorney for the Board

**007482**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Prince Chestnut](#); [Robert White](#); [Gordon, Nivory - RD, Camden, AL](#); "[mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)"  
**Cc:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)  
**Subject:** RE: Transfer of utilities from City of Uniontown  
**Date:** Wednesday, February 19, 2020 3:23:00 PM

---

Mr. Chestnut, I understand that EOS had some changes they wanted made it some of the documents. Have you reviewed those changes?

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)

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**From:** Prince Chestnut <[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)>  
**Sent:** Friday, February 14, 2020 1:00 PM  
**To:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>; Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>; Gordon, Nivory - RD, Camden, AL <[nivory.gordon@usda.gov](mailto:nivory.gordon@usda.gov)>  
**Cc:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)  
**Subject:** Transfer of utilities from City of Uniontown

I have not received any feedback as of today from either EOS or the City of Uniontown on the transfer documents I prepared earlier this week.

Prince Chestnut, Esq.  
Attorney for the Board

**007483**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Eva Dillard](#)  
**Cc:** [Taylor, John - RD, Montgomery, AL](#); [Gordon, Nivory - RD, Camden, AL](#)  
**Subject:** RE: USDA/City of Uniontown Stakeholder Meetings  
**Date:** Monday, January 28, 2019 3:33:00 PM

---

Eva, we have been shut down since 12/22/2018 and have just this morning gotten to report back to work. We will review our situation and repond to you shortly. Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Eva Dillard <edillard@blackwarriorriver.org>  
**Sent:** Thursday, January 3, 2019 3:12 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>  
**Cc:** Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>; Gordon, Nivory - RD, Camden, AL <Nivory.Gordon@al.usda.gov>  
**Subject:** USDA/City of Uniontown Stakeholder Meetings

Dear Allen:

Just touching base to see if there has been any thoughts about scheduling the next in the series of stakeholder meetings we discussed November 16. Thank you. Best, Eva

Eva Dillard  
Staff Attorney  
Black Warrior Riverkeeper  
(205) 458-0095 [tel]  
(205) 458-0094 [fax]  
[www.BlackWarriorRiver.org](http://www.BlackWarriorRiver.org)

**007484**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Eva Dillard](#)  
**Cc:** [Taylor, John - RD, Montgomery, AL](#); [Gordon, Nivory - RD, Camden, AL](#); ["Beeker, Chris - RD, Montgomery, AL \(Chris.Beeker@al.usda.gov\)"; Robert White](#)  
**Subject:** RE: USDA/City of Uniontown Stakeholder Meetings  
**Date:** Monday, April 15, 2019 9:25:00 AM

---

Eva, there has been members appointed to the Board by the City Council. Once the legal documents are ready to be filed ARWA and RD will review them.

We are trying to determine a date for the next meeting, as soon as I get that date I will notify all parties.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Eva Dillard <edillard@blackwarriorriver.org>  
**Sent:** Monday, February 25, 2019 2:36 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>  
**Cc:** Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>; Gordon, Nivory - RD, Camden, AL <Nivory.Gordon@al.usda.gov>  
**Subject:** RE: USDA/City of Uniontown Stakeholder Meetings

Am just wondering whether you have an update – thanks.

Eva Dillard  
Staff Attorney  
Black Warrior Riverkeeper  
(205) 458-0095 [tel]  
(205) 458-0094 [fax]  
[www.BlackWarriorRiver.org](http://www.BlackWarriorRiver.org)

**007485**



---

**From:** Eva Dillard  
**Sent:** Friday, February 08, 2019 10:35 AM  
**To:** 'Bowen, Allen - RD, Montgomery, AL'  
**Cc:** 'Taylor, John - RD, Montgomery, AL'; 'Gordon, Nivory - RD, Camden, AL'  
**Subject:** RE: USDA/City of Uniontown Stakeholder Meetings

Hi Allen – just wondering whether you have any updates on Uniontown and whether USDA will be facilitating another stakeholder meeting. Thank you for any insight 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)

---

**From:** Eva Dillard  
**Sent:** Monday, January 28, 2019 2:34 PM  
**To:** 'Bowen, Allen - RD, Montgomery, AL'  
**Cc:** Taylor, John - RD, Montgomery, AL; Gordon, Nivory - RD, Camden, AL  
**Subject:** RE: USDA/City of Uniontown Stakeholder Meetings

Thanks! And welcome back.

Eva Dillard  
Staff Attorney  
Black Warrior Riverkeeper  
(205) 458-0095 [tel]  
(205) 458-0094 [fax]  
[www.BlackWarriorRiver.org](http://www.BlackWarriorRiver.org)

---

**From:** Bowen, Allen - RD, Montgomery, AL [<mailto:Allen.Bowen@al.usda.gov>]  
**Sent:** Monday, January 28, 2019 2:34 PM  
**To:** Eva Dillard  
**Cc:** Taylor, John - RD, Montgomery, AL; Gordon, Nivory - RD, Camden, AL  
**Subject:** RE: USDA/City of Uniontown Stakeholder Meetings

Eva, we have been shut down since 12/22/2018 and have just this morning gotten to report back to work. We will review our situation and repond to you shortly. Thanks,

*Allen Bowen*

Allen Bowen

**007486**



United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Eva Dillard <[edillard@blackwarriorriver.org](mailto:edillard@blackwarriorriver.org)>  
**Sent:** Thursday, January 3, 2019 3:12 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Cc:** Taylor, John - RD, Montgomery, AL <[john.taylor@al.usda.gov](mailto:john.taylor@al.usda.gov)>; Gordon, Nivory - RD, Camden, AL <[Nivory.Gordon@al.usda.gov](mailto:Nivory.Gordon@al.usda.gov)>  
**Subject:** USDA/City of Uniontown Stakeholder Meetings

Dear Allen:

Just touching base to see if there has been any thoughts about scheduling the next in the series of stakeholder meetings we discussed November 16. Thank you. Best, Eva

Eva Dillard  
Staff Attorney  
Black Warrior Riverkeeper  
(205) 458-0095 [tel]  
(205) 458-0094 [fax]  
[www.BlackWarriorRiver.org](http://www.BlackWarriorRiver.org)

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**007487**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)  
**Subject:** RE: Uniontown - EOS - Contract Assignment  
**Date:** Friday, February 21, 2020 11:09:00 AM

---

Thanks!!

I have not seen it. I have requested it several times. I will contact Prince and ask for it to be rushed.

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)

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---

**From:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com) <[mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)>  
**Sent:** Friday, February 21, 2020 10:06 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** RE: Uniontown - EOS - Contract Assignment

Yes we signed it and sent to Emefa a Prince. See attached

Have you seen advertisement yet?

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Friday, February 21, 2020 10:00 AM  
**To:** 'Mike@eosutilityservices.com' <[Mike@eosutilityservices.com](mailto:Mike@eosutilityservices.com)>

**007488**



**Subject:** FW: Uniontown - EOS - Contract Assignment

Mike, have you seen this?

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)

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**From:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com) <[cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)>  
**Sent:** Wednesday, February 19, 2020 7:40 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Cc:** Prince Chestnut <[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)>; Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>;  
Gordon, Nivory - RD, Camden, AL <[nivory.gordon@usda.gov](mailto:nivory.gordon@usda.gov)>  
**Subject:** Re: Uniontown - EOS - Contract Assignment

The document has been approved and signed by City of Uniontown.

Today, I forwarded the signed document to Waterboard Vice President and Secretary for their signature along with Mike Walvaren for EOS signature.

Sent from my iPhone

On Feb 19, 2020, at 4:23 PM, Bowen, Allen - RD, Montgomery, AL  
<[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)> wrote:

Mr. Chestnut, I have reviewed and approve. When can it be

**007489**



signed and effective?

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)

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**From:** Prince Chestnut <[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)>  
**Sent:** Friday, February 14, 2020 2:10 PM  
**To:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>; Bowen, Allen - RD, Montgomery, AL  
<[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>; Gordon, Nivory - RD, Camden, AL  
<[nivory.gordon@usda.gov](mailto:nivory.gordon@usda.gov)>; [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)  
**Subject:** Fwd: Uniontown - EOS - Contract Assignment

Bill Lawrence sent me this document with the revisions to the Assignment. I assume EOS is ready to sign if we are all on board.

Prince Chestnut  
Attorney for The Waterworks &  
Sewer Board of the City of Uniontown

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**007490**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Flesher, David - RD, Caldwell, ID](#)  
**Subject:** RE: Uniontown Call  
**Date:** Monday, January 13, 2020 11:22:00 AM

---

Dave, I remember seeing something from you were you basically wrote what needed to be included in the amended LOC. It was a word for word type document that I really liked and I could cut and paste it. Do you remember that?

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Flesher, David - RD, Caldwell, ID <david.flesher@usda.gov>  
**Sent:** Monday, January 13, 2020 9:50 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Subject:** FW: Uniontown Call

Allen,

FYI - I found a 3<sup>rd</sup> I had sent last August after one of our calls.

Dave  
DAVID A. FLESHER | Community Programs Specialist  
Program Operations Branch  
Water and Environmental Programs  
USDA Rural Utilities Service  
Voice: 208.871.7164 | [david.flesher@usda.gov](mailto:david.flesher@usda.gov)  
[www.rd.usda.gov](http://www.rd.usda.gov)

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**007491**



**From:** Flesher, David - RD, Boise, ID  
**Sent:** Tuesday, August 13, 2019 5:55 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** Uniontown Call

Allen,

Sorry that the call kept dropping. I figured you would call back if needed when you got in a better cellular coverage area.

You are right this is a unique project. I briefly reviewed the PER and the LOC, and still think the best way forward would be to issue an amended LOC to the City and have them accept it, and then do something similar with the new Utilities Board.

Is there a specific date or deadline on when you want the City to transfer the assets and indebtedness over to the Utilities Board? If so, you should probably include that deadline in the LOC amendment as well. In reviewing the LOC it just says that the City must establish a Utilities Board for the "operations of the Water and Sewer System." Unless I missed it, I don't see where the transfer of the assets and assumption of the USDA indebtedness is spelled out as required. I also assume since the section is in the "Prior to going out to bid" section, that would be the deadline for the transfer, along with getting OGC concurrence of the T&A.

What is the position of the other funders of the project? Are they on board with the transfer of assets to the Utilities Board? Just need to make sure it is coordinated and consistent if at all possible.

Who do you envision hiring the operator at this point, would it still be the City? Or would it be the Utilities Board?

Now that the Utilities Board has been established, and I assume USDA has reviewed, submitted to OGC, and concurred on the proposed articles and bylaws – you would need to issue an amended LOC or something very similar to the Utilities Board as well that spells out all of the requirements, not only for the new funding, but also the transfer and assumption of the existing indebtedness as well, the requirements for On-site management, annual mandatory training, etc.

I assume that the On-Site Management sentence would be applied to both.

Annual Mandatory Training – would that apply to both the City and the Utilities Board, or just the Utilities Board?

If you would like some examples of possible LOC Amendment language, please let me know.

Again – sorry that your call kept dropping.

**007492**



Dave

DAVID A. FLESHER | Community Programs Specialist

Program Operations Branch

Water and Environmental Programs

USDA Rural Utilities Service

Caldwell, ID 83607

Voice: 208.871.7164 | [david.flesher@usda.gov](mailto:david.flesher@usda.gov)

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

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**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Ed Morris](#)  
**Subject:** RE: Uniontown Contract  
**Date:** Thursday, September 19, 2019 2:45:00 PM

---

Thanks Ed.

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Ed Morris <emorris@sentell.net>  
**Sent:** Thursday, September 19, 2019 1:40 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Subject:** RE: Uniontown Contract

As a private firm that is not information that we are willing to produce for that group.

---

**From:** Bowen, Allen - RD, Montgomery, AL [<mailto:allen.bowen@usda.gov>]  
**Sent:** Thursday, September 19, 2019 11:45 AM  
**To:** [emorris@sentell.net](mailto:emorris@sentell.net)  
**Subject:** Uniontown Contract

ED, Eva Dillard has asked for a copy of the contract between Sentell and the Utilities Board prior to our 9/26 meeting. First, is there a problem with sharing that with them and if not can you email me a signed copy?

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture

**007494**



Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

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**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Robert White](#)  
**Subject:** RE: Uniontown Draft ByLaws Review  
**Date:** Thursday, May 2, 2019 3:16:00 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

---

Rob, I am satisfied with the edits you have made.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>  
**Sent:** Thursday, May 2, 2019 2:11 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** Uniontown Draft ByLaws Review

Mr. Bowen,

Please review the attached document and let me know if this is ok to send over to Atty Chestnut for review / revisions.

Thanks,



## 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)

**007496**





---

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**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Robert White](#)  
**Subject:** RE: Uniontown Logo??  
**Date:** Tuesday, March 24, 2020 11:00:00 AM  
**Attachments:** [image002.png](#)

---

Your thoughts.

*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)

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**From:** Corey Martin (b) (6) @mws.llc>  
**Sent:** Tuesday, March 24, 2020 3:03 AM  
**To:** David Norton <davidnorton@nortonlawoffice.com>; Robert White <rwhite@alruralwater.com>;  
Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Subject:** Uniontown Logo??

**007498**





*Water  
&  
Sewer  
Board*

*Uniontown*

19





Just working on something. Ideas? Comments?





**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Youngpeter, Steven - OGC, Atlanta, GA](#); [Eason, Sarah - RD, Montgomery, AL](#)  
**Subject:** RE: Uniontown Review  
**Date:** Wednesday, March 25, 2020 12:52:00 PM  
**Attachments:** [image001.png](#)  
[image003.png](#)  
[image004.png](#)  
[image006.png](#)  
[image007.png](#)  
[image008.png](#)

---

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)

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---

**From:** Youngpeter, Steven - OGC, Atlanta, GA <[steven.youngpeter@usda.gov](mailto:steven.youngpeter@usda.gov)>  
**Sent:** Wednesday, March 25, 2020 11:12 AM  
**To:** Eason, Sarah - RD, Montgomery, AL <[sarah.eason@usda.gov](mailto:sarah.eason@usda.gov)>  
**Cc:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** RE: Uniontown Review

I reviewed Alabama law and the Uniontown water and sewer board has the authority under Alabama law to borrow money and issue bonds. They also have the authority to acquire grants in furtherance of their purpose to supply a water and sewer system to the residents of the town and surrounding area. A copy of Alabama Code section 11-50-235 which sets out that authority is attached. Also attached are two other provisions of the Alabama Code concerning compensation to the board of directors. It appears under section 11-50-234.1 the limit on compensation for attending a meeting is "the daily pay of the highest paid employee of the board".

Please let me know if you have any other questions. Thanks, Steve.

| Steven Youngpeter

**007501**





Attorney  
Eastern Region  
Office of the General Counsel  
U.S. Department of Agriculture  
1718 Peachtree Street, NW, Suite 576  
Atlanta, GA 30309-2437  
☎ 404-347-1062 (Voice)  
470-330-0776 (Mobile)  
844-217-8320 (Fax)  
✉ [steven.youngpeter@usda.gov](mailto:steven.youngpeter@usda.gov)

---

**From:** Eason, Sarah - RD, Montgomery, AL <[sarah.eason@usda.gov](mailto:sarah.eason@usda.gov)>  
**Sent:** Tuesday, March 24, 2020 3:14 PM  
**To:** Youngpeter, Steven - OGC, Atlanta, GA <[steven.youngpeter@usda.gov](mailto:steven.youngpeter@usda.gov)>  
**Cc:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** Uniontown Review

Good Afternoon Steve,

As a follow-up to our conversation last week, will you re-review the Articles for The Waterworks and Sewer Board of the City of Uniontown again pertaining to their **legal authority to accept debt or maintain a loan/grant**. We are trying to get the assets transferred and the specialist in NO had a question about this. Article 4 touches on it and the Amendment 2 on the last page talks about utilizing USDA funds. Just want to make sure we don't run into any speed bumps later on!!

Stay Healthy!

Thanks,

Sarah Eason  
State Rural Business-Cooperative Service Technician  
Rural Development  
United States Department of Agriculture  
4121 Carmichael Road, Suite 601  
Montgomery, AL 36106-3683  
Phone: 334.279.3621 | Fax: 855.304.8457  
E-mail: [sarah.eason@usda.gov](mailto:sarah.eason@usda.gov)

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**007502**



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**007503**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Eva Dillard](#)  
**Subject:** RE: Uniontown WWTP  
**Date:** Thursday, May 23, 2019 9:55:00 AM

---

Eva, sorry for the delay in replying, I was out of the office.

The Utilities Board has been formed and training is being scheduled through Alabama Rural Water Association. I will be sending out a request for meeting with several possible dates.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Eva Dillard <edillard@blackwarriorriver.org>  
**Sent:** Thursday, May 16, 2019 5:03 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Subject:** Uniontown WWTP

Hi Allen – anything new to report? Thanks - Eva

Eva Dillard  
Staff Attorney  
Black Warrior Riverkeeper  
(205) 458-0095 [tel]  
(205) 458-0094 [fax]  
[www.BlackWarriorRiver.org](http://www.BlackWarriorRiver.org)

**007504**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Youngpeter, Steven - OGC, Atlanta, GA](#); [Eason, Sarah - RD, Montgomery, AL](#)  
**Subject:** RE: Uniontown  
**Date:** Wednesday, March 25, 2020 9:53:00 AM  
**Attachments:** [image001.png](#)  
[image003.png](#)  
[image004.png](#)  
[image006.png](#)  
[image007.png](#)  
[image008.png](#)

---

Thanks Steve!!!

*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)

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---

**From:** Youngpeter, Steven - OGC, Atlanta, GA <[steven.youngpeter@usda.gov](mailto:steven.youngpeter@usda.gov)>  
**Sent:** Wednesday, March 25, 2020 8:52 AM  
**To:** Eason, Sarah - RD, Montgomery, AL <[sarah.eason@usda.gov](mailto:sarah.eason@usda.gov)>; Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** RE: Uniontown

I'll take a look this morning. Thanks, Steve.



Steven Youngpeter  
Attorney  
Eastern Region  
Office of the General Counsel  
U.S. Department of Agriculture  
1718 Peachtree Street, NW, Suite 576  
Atlanta, GA 30309-2437  
☎ 404-347-1062 (Voice)  
470-330-0776 (Mobile)  
844-217-8320 (Fax)  
✉ [steven.youngpeter@usda.gov](mailto:steven.youngpeter@usda.gov)

**007505**



---

**From:** Eason, Sarah - RD, Montgomery, AL <[sarah.eason@usda.gov](mailto:sarah.eason@usda.gov)>  
**Sent:** Wednesday, March 25, 2020 9:51 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Cc:** Youngpeter, Steven - OGC, Atlanta, GA <[steven.youngpeter@usda.gov](mailto:steven.youngpeter@usda.gov)>  
**Subject:** RE: Uniontown

Not yet

Sarah Eason  
State Rural Business-Cooperative Service Technician  
Rural Development  
United States Department of Agriculture  
4121 Carmichael Road, Suite 601  
Montgomery, AL 36106-3683  
Phone: 334.279.3621 | Fax: 855.304.8457  
E-mail: [sarah.eason@usda.gov](mailto:sarah.eason@usda.gov)

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---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Wednesday, March 25, 2020 8:48 AM  
**To:** Eason, Sarah - RD, Montgomery, AL <[sarah.eason@usda.gov](mailto:sarah.eason@usda.gov)>  
**Cc:** Youngpeter, Steven - OGC, Atlanta, GA <[steven.youngpeter@usda.gov](mailto:steven.youngpeter@usda.gov)>  
**Subject:** Uniontown

Sarah, have you gotten what you need from OGC to move the transfer and assumption forward?

Thanks,

**007506**



*Allen Bowen*

Allen Bowen  
Community and Business Programs Director  
State Office, Rural Development  
United States Department of Agriculture  
Office: 334-279-3617  
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Fax: 855-304-8457  
[www.rd.usda.gov/al](http://www.rd.usda.gov/al)

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**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Flesher, David - RD, Caldwell, ID](#)  
**Cc:** [Hale, Stan - RD, Montgomery, AL](#); [Eason, Sarah - RD, Montgomery, AL](#); [Gernentz, Megan - RD, Marshall, MN](#)  
**Subject:** RE: Uniontown  
**Date:** Monday, November 25, 2019 3:52:00 PM

---

Thanks!

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Flesher, David - RD, Caldwell, ID <david.flesher@usda.gov>  
**Sent:** Monday, November 25, 2019 2:38 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Cc:** Hale, Stan - RD, Montgomery, AL <stan.hale@usda.gov>; Eason, Sarah - RD, Montgomery, AL <sarah.eason@usda.gov>; Gernentz, Megan - RD, Marshall, MN <megan.gernentz@usda.gov>  
**Subject:** RE: Uniontown

Allen,

Attached FYI is a PowerPoint that NO WEP Specialist Megan Gernentz is currently incorporating into an updated version of the WEP Tech Manual, which provides the details for processing a Transfer and Assumption in CPAP.

Thanks Megan.

Dave  
DAVID A. FLESHER | Community Programs Specialist  
Program Operations Branch  
Water and Environmental Programs  
USDA Rural Utilities Service  
Voice: 208.871.7164 | [david.flesher@usda.gov](mailto:david.flesher@usda.gov)  
[www.rd.usda.gov](http://www.rd.usda.gov)

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**007508**



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---

**From:** Flesher, David - RD, Caldwell, ID

**Sent:** Monday, November 25, 2019 11:40 AM

**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>

**Cc:** Hale, Stan - RD, Montgomery, AL <[stan.hale@usda.gov](mailto:stan.hale@usda.gov)>; Eason, Sarah - RD, Montgomery, AL <[sarah.eason@usda.gov](mailto:sarah.eason@usda.gov)>; Wehrer, Jim - RD, Yankton, SD <[jim.wehrer@usda.gov](mailto:jim.wehrer@usda.gov)>; Willms, Desirae - RD, Le Mars, IA <[desirae.willms@usda.gov](mailto:desirae.willms@usda.gov)>

**Subject:** RE: Uniontown

Allen,

That form would only be used if the Town of Uniontown was just changing their legal name.

From our discussions on this project previously, my understanding was the Utilities Board of the City of Uniontown was being set up as a separate legal entity, which would have separate organizational documents, a separate governing board, separate Tax ID Number, etc.

I did take a look at a couple of other Utility Boards (Chatom, Coffeville, and Gilbertown) and they all appear to be set up as separate legal entities, with separate TIN's, customer ID's, etc.

The Utilities Board of the City of Uniontown would need to apply for the transfer and assumption of the existing Town of Uniontown WEP loan, grants and obligations in accordance with RB 1782.13, "Transfer and Assumption of loans."

Once that application and approval process was complete – then the existing WEP loan, grant and obligations could be transferred over to the new eligible entity.

Note I cc'd Jim Wehrer and Desirae Willms as I was not sure on transferring obligations – so I checked with Jim before responding, that the grant obligations could be transferred as well at that point.

If you have any questions, please let us know.

Dave

DAVID A. FLESHER | Community Programs Specialist

Program Operations Branch

Water and Environmental Programs

USDA Rural Utilities Service

Voice: 208.871.7164 | [david.flesher@usda.gov](mailto:david.flesher@usda.gov)

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

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**007509**



**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>

**Sent:** Monday, November 25, 2019 9:05 AM

**To:** Flesher, David - RD, Caldwell, ID <[david.flesher@usda.gov](mailto:david.flesher@usda.gov)>

**Cc:** Hale, Stan - RD, Montgomery, AL <[stan.hale@usda.gov](mailto:stan.hale@usda.gov)>; Eason, Sarah - RD, Montgomery, AL <[sarah.eason@usda.gov](mailto:sarah.eason@usda.gov)>

**Subject:** Uniontown

Dave, I need to transfer the loans and grants from the Town of Uniontown to the Utilities Board of the City of Uniontown. Is the correct form the RD 450-10?

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007510**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** (b) (6)  
**Subject:** RE: Uniontown  
**Date:** Wednesday, November 20, 2019 10:43:00 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

---

(b) (6) I was great meeting you and eating lunch. Thank you for assisting us in opening the accounts. We are in the process of making some transfers working with ARWA and EOS. I hope to have a list of accounts that we will need in the future shortly and will get with you then.

If you have any questions, please contact me.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** (b) (6)@cadencebank.com>  
**Sent:** Friday, November 15, 2019 11:04 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Subject:** Uniontown

Thank you again for lunch. Do you have time to discuss how these accounts need to be titled?

---

(b) (6)

Cadence Bank  
6836 Atlanta Hwy  
Montgomery, AL 36117

**007511**



T (b) (6)  
C (b) (6)  
F, 334-277-8624

[www.cadencebank.com](http://www.cadencebank.com)



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**007512**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)  
**Subject:** RE: Uniontown  
**Date:** Wednesday, October 16, 2019 2:56:00 PM

---

Thanks!!!!

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com) <[mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)>  
**Sent:** Wednesday, October 16, 2019 1:50 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** RE: Uniontown

Allen,

CC Lych completed the repair to the flow meter Monday. Attached are the influent flows for 2018 and 2019. Hope that helps.

A Contract Extension was emailed to the City late last week. I have not received a sign copy yet but we will work with them

Thank you  
Mike

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Wednesday, October 16, 2019 1:43 PM  
**To:** 'Mike@eosutilityservices.com' <[Mike@eosutilityservices.com](mailto:Mike@eosutilityservices.com)>  
**Subject:** Uniontown

Mike, a couple of questions, 1) has the flow meter in Uniontown been repaired and if so do you have in volume data? And 2) what is the status of the contract with the City?

**007513**



Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

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**007514**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)  
**Subject:** RE: Uniontown  
**Date:** Wednesday, October 2, 2019 2:38:00 PM

---

Mike, the waste water was what I was interested in.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com) <[mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)>  
**Sent:** Wednesday, October 2, 2019 12:30 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** RE: Uniontown

If you mean wastewater no. The influent flowmeter has been broken and is being repaired tomorrow.

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Wednesday, October 2, 2019 9:47 AM  
**To:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)  
**Subject:** RE: Uniontown

Thanks Mike!!!!

Is it possible to get the daily flow rates for the last 2 weeks?

Thanks,

**007515**



*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com) <[mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)>  
**Sent:** Tuesday, October 1, 2019 4:42 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** RE: Uniontown

Will do.

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Tuesday, October 1, 2019 3:02 PM  
**To:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)  
**Subject:** RE: Uniontown

Mike, please send a check in the amount of \$5,000.00 payable to The Water Works and Sewer Board of the City of Uniontown. I would like for the check to be sent to me at the address below and I will take it to the Board Chair and use it to open the necessary bank accounts.

If you have any questions please contact me.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617

**007516**



Cell: 334-322-4147

Fax: 855-304-8457

---

**From:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com) <[mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)>

**Sent:** Monday, September 30, 2019 8:15 AM

**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>

**Subject:** Uniontown

Allen

After paying bills in October, there will be approximately \$24,000 in the O&M account. I sent \$21,034 to the City Friday as their share of water/sewer revenue.

I could send \$5,000 to the new Board out of the O&M Account and Mr. Black could talk to the City about getting \$5,000 from them.

Let me know how you would like to proceed.

Thank you

Mike

Mike Walraven, PE  
Operations Manager

EOS Utility Services  
206-A Oak Mountain Circle  
Pelham, AL 35124  
(205) 396-3170

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**007517**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [White, Aubrey](#)  
**Cc:** [Lutz, Daphne Y](#); [Caton, Ross E](#); [Crawford, Loren](#)  
**Subject:** RE: Uniontown  
**Date:** Tuesday, June 11, 2019 4:40:00 PM

---

Aubrey, thanks. I expect that the newly formed Utilities Board will be addressing that in the future.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** White, Aubrey <AHW@adem.alabama.gov>  
**Sent:** Tuesday, June 11, 2019 3:38 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Cc:** Lutz, Daphne Y <DLutz@adem.alabama.gov>; Caton, Ross E <recaton@adem.alabama.gov>; Crawford, Loren <LLC@adem.alabama.gov>  
**Subject:** Uniontown

Allen,  
Daphne mentioned that a comment was made at a meeting you all had in Uniontown yesterday, regarding a water tank. I am unaware of any compliance issue related to their water storage facilities. However, their latest inspection report (attached) included a recommendation that Uniontown establish a routine maintenance program for their tanks, and plan for adding additional capacity.

If you need anything further, or if you have information regarding their storage tanks that we should know, please feel free to contact me.

Thanks,  
Aubrey

Aubrey H. White III, Chief

**007518**



Drinking Water Branch  
Water Division  
Alabama Department of Environmental Management  
Post Office Box 301463  
Montgomery, Alabama 36130-1463  
(334) 271-7774  
[adem.alabama.gov](http://adem.alabama.gov)





**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)  
**Subject:** RE: Uniontown  
**Date:** Tuesday, March 17, 2020 12:27:00 PM

---

Mike, these are surely crazy times, may get crazier who knows. I did meet with the attorney and I have reviewed the bid contract and may changes to it and send to them for them to review. I will contact them today to see if that have any questions.

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)

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**From:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com) <[mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)>  
**Sent:** Tuesday, March 17, 2020 10:48 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** RE: Uniontown

Allen

I hope you are doing well in these crazy times. How was your meeting the Board attorney?

Thank you  
Mike

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>

**007520**



**Sent:** Tuesday, March 10, 2020 6:05 AM

**To:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)

**Subject:** RE: Uniontown

Mike, I will be meeting with the Board attorney today to discuss and finalize the advertisement.

Thanks,

*Allen Bowen*

Allen Bowen  
Community and Business Programs Director  
State Office, Rural Development  
United States Department of Agriculture  
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Cell: 334-322-4147  
Fax: 855-304-8457  
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**From:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com) <[mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)>

**Sent:** Monday, March 9, 2020 9:16 AM

**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>

**Subject:** Uniontown

Allen

Will the Board begin advertisement for bids this week for operations?

Thank you

Mike Walraven, PE  
Operations Manager

EOS Utility Services  
206-A Oak Mountain Circle

**007521**



Pelham, AL 35124  
(205) 396-3170

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**007522**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Beeker, Chris - RD, Montgomery, AL](#)  
**Subject:** RE: Uniontown  
**Date:** Monday, February 24, 2020 9:33:00 AM  
**Attachments:** [image001.png](#)

---

RD grant funds were obligated 9/27/2018 and will expire after 5 years, 9/27/2023. DRA funds also expire after 5 years.

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)

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---

**From:** Beeker, Chris - RD, Montgomery, AL <chris.beeker@usda.gov>  
**Sent:** Friday, February 21, 2020 12:25 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Cc:** Gordon, Nivory - RD, Camden, AL <nivory.gordon@usda.gov>  
**Subject:** Fwd: Uniontown

FYI, please see below and send me a response.

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106

**007523**



Phone: 334-279-3402 | Fax: 855-304-8456

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---

**From:** Allen, Baker <[Baker.Allen@governor.alabama.gov](mailto:Baker.Allen@governor.alabama.gov)>

**Sent:** Friday, February 21, 2020 12:21:21 PM

**To:** Beeker, Chris - RD, Montgomery, AL <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>

**Subject:** Uniontown

Good Afternoon Chris,

I am following up on our phone call from yesterday. Can you send me a breakdown of funding sources for the Uniontown sewer project and how long those funds are available for?

I hope you have a great Friday?

Sincerely,



M. Baker Allen

*Economic Policy Advisor*

Office of Governor Kay Ivey

600 Dexter Avenue • Montgomery, AL • 36130

Office: 334-242-7347 • Fax: 334-242-0936

[Baker.Allen@governor.alabama.gov](mailto:Baker.Allen@governor.alabama.gov)

<https://governor.alabama.gov>

**007524**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [chestnutlaw@att.net](mailto:chestnutlaw@att.net)  
**Cc:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com); [Gordon, Nivory - RD, Camden, AL](#)  
**Subject:** RE: Uniontown  
**Date:** Monday, February 10, 2020 10:20:00 AM

---

Prince, do you know the date of the IRS lien? I am consulting with our Office of General Counsel concerning this issue.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**From:** chestnutlaw@att.net <chestnutlaw@att.net>  
**Sent:** Friday, February 7, 2020 9:24 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Cc:** cityofuniontown@outlook.com; Gordon, Nivory - RD, Camden, AL <nivory.gordon@usda.gov>  
**Subject:** Re: Uniontown

I do not yet have a listing of properties to be transferred nor do I have any documents responsive to my requests made last week. I also understand that many properties are not owned by the city, but are owned by private citizens.

Moreover, the properties actually owned by the city related to the water and sewer board are under a lien by the IRS because the city allegedly owes several hundred thousand dollars in taxes. Thus, any property transfer would not be free and clear. It may be easier to transfer those properties owned by citizens based on this information.

These revelations are communicated to me by Ms Butler and the city attorney. No one has actually provided me the documents to verify this information. EOS attorney has not allowed EOS to contract with the Board until he sees an actual transfer or assignment of rights to the properties from the city to the Board.

Prince Chestnut, Esq.  
Attorney for the Board

**007525**



On Friday, February 7, 2020, 08:17:43 AM CST, Bowen, Allen - RD, Montgomery, AL  
<[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)> wrote:

All, I need updates on where we are on the progress of the Uniontown sewer project. Would the appropriate persons respond to the following questions.

1. Where are we on the transfer of property?
2. If the transfer of property(real estate and infrastructure primarily) is going to take some time, is it possible that the operation and management of the water and sewer can be transferred to the Utilities Board and the City execute the assignment of contract? (Prince you will need to discuss this issue with the EOS attorney.)
3. What is the status of the preparation of the assignment of the EOS contract?
4. What is the status of the advertisement for bids on the management contract? RD will need to review that entire document prior to it being submitted to the Board for approval.
5. Are all the Cage codes etc. that RD needs to begin processing the transfer of the loans and grants current in the name of the City to the Board in place and submitted to RD?
6. The transfer of ALL funds in the various bank accounts will require that the current accounts be closed and new accounts as required by RD opened and any and all funds deposited into those accounts. What ever approvals by the Town is required to expediate those transfers need to be prepared and properly approved and executed.

I am sure that I probably have over looked something so if anyone has anything to add please do so.

**007526**



It is very important that we all work together to get this transfer completed so that this project can be started for the people of Uniontown. The funds that have been committed by RD and other sources will not be available for forever so we are racing the clock.

If we all need to meet and discuss these issues as well as others, I am available.

If you have any questions, please contact me.

Thanks,

**Allen Bowen**

Allen Bowen

United States Department of Agriculture

Rural Development

Community and Business Programs Director

Office: 334-279-3617

Cell: 334-322-4147

Fax: 855-304-8457

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**007527**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** (b) (6); [Prince Chestnut](#); [Emefa Butler](#); [Ed Morris](#); [Robert White](#)  
**Cc:** [Hale, Stan - RD, Montgomery, AL](#); [Gordon, Nivory - RD, Camden, AL](#); [Beeker, Chris - RD, Montgomery, AL](#); ["Mike@eosutilityservices.com"](#)  
**Subject:** RE: Uniontown  
**Date:** Friday, February 7, 2020 9:25:00 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

---

(b) (6), thanks!!!

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** (b) (6) <(b) (6)@cadencebank.com>  
**Sent:** Friday, February 7, 2020 8:24 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>; Prince Chestnut <[chestnutlaw@att.net](mailto:chestnutlaw@att.net)>; Emefa Butler <[cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)>; Ed Morris <[emorris@sentell.net](mailto:emorris@sentell.net)>; Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>  
**Cc:** Hale, Stan - RD, Montgomery, AL <[stan.hale@usda.gov](mailto:stan.hale@usda.gov)>; Gordon, Nivory - RD, Camden, AL <[nivory.gordon@usda.gov](mailto:nivory.gordon@usda.gov)>; Beeker, Chris - RD, Montgomery, AL <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>; 'Mike@eosutilityservices.com' <[Mike@eosutilityservices.com](mailto:Mike@eosutilityservices.com)>  
**Subject:** RE: Uniontown

Allen – I will be on vacation through the 12<sup>th</sup> of next week. If anything is needed from me, I will attend to it when I return. If more accounts are needed, please let me know with details. We currently have one operating and three reserve accounts open for the new project. Thank you.

---

(b) (6)

Cadence Bank  
6836 Atlanta Hwy  
Montgomery, AL 36117

T: (b) (6)

C: (b) (6)

**007528**





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**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>

**Sent:** Friday, February 7, 2020 8:18 AM

**To:** Prince Chestnut <[chestnutlaw@att.net](mailto:chestnutlaw@att.net)>; Emea Butler <[cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)>; Ed Morris <[emorris@sentell.net](mailto:emorris@sentell.net)>; Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>

**Cc:** Hale, Stan - RD, Montgomery, AL <[stan.hale@usda.gov](mailto:stan.hale@usda.gov)>; Gordon, Nivory - RD, Camden, AL <[nivory.gordon@usda.gov](mailto:nivory.gordon@usda.gov)>; Beeker, Chris - RD, Montgomery, AL <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>; (b) (6) <[\(b\)\(6\)@cadencebank.com](mailto:(b)(6)@cadencebank.com)>; 'Mike@eosutilityservices.com' <[Mike@eosutilityservices.com](mailto:Mike@eosutilityservices.com)>

**Subject:** [EXTERNAL] Uniontown

**\*\*\* CAUTION:** This email originated from an external source. Please do not click links or open attachments unless you recognize the sender and know the content is safe. The original sender of this email is [allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)

All, I need updates on where we are on the progress of the Uniontown sewer project. Would the appropriate persons respond to the following questions.

1. Where are we on the transfer of property?
2. If the transfer of property(real estate and infrastructure primarily) is going to take some time, is it possible that the operation and management of the water and sewer can be transferred to the Utilities Board and the City execute the assignment of contract? (Prince you will need to discuss this issue with the EOS attorney.)
3. What is the status of the preparation of the assignment of the EOS contract?
4. What is the status of the advertisement for bids on the



management contract? RD will need to review that entire document prior to it being submitted to the Board for approval.

5. Are all the Cage codes etc. that RD needs to begin processing the transfer of the loans and grants current in the name of the City to the Board in place and submitted to RD?
6. The transfer of ALL funds in the various bank accounts will require that the current accounts be closed and new accounts as required by RD opened and any and all funds deposited into those accounts. What ever approvals by the Town is required to expediate those transfers need to be prepared and properly approved and executed.

I am sure that I probably have over looked something so if anyone has anything to add please do so.

It is very important that we all work together to get this transfer completed so that this project can be started for the people of Uniontown. The funds that have been committed by RD and other sources will not be available for forever so we are racing the clock.

If we all need to meet and discuss these issues as well as others, I am available.

If you have any questions, please contact me.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development

**007530**



Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

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**007531**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Gordon, Nivory - RD, Camden, AL](#)  
**Subject:** RE: Uniontown  
**Date:** Thursday, January 23, 2020 1:52:00 PM

---

I did. We need to talk about this project.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Gordon, Nivory - RD, Camden, AL <nivory.gordon@usda.gov>  
**Sent:** Thursday, January 23, 2020 12:52 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Subject:** Uniontown

Did you get the signature last night?

Get [Outlook for iOS](#)

**007532**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)  
**Subject:** RE: Uniontown  
**Date:** Tuesday, December 3, 2019 12:22:00 PM

---

Mike, I will be in tomorrow. We can talk then.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com) <[mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)>  
**Sent:** Tuesday, December 3, 2019 11:20 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** RE: Uniontown

Allen

I am out today. Are you around tomorrow?

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Tuesday, December 3, 2019 7:49 AM  
**To:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)  
**Subject:** Uniontown

Mike, when is a good time for me to call you about Uniontown?

Thanks,

*Allen Bowen*

**007533**



Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

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**007534**



**From:** Bowen, Allen - RD, Montgomery, AL  
**To:** Germentz, Megan - RD, Marshall, MN; Fritz, James - RD, Amherst, MA; Wehrer, Jim - RD, Yankton, SD; Willms, Desirae - RD, Le Mars, IA  
**Cc:** Eason, Sarah - RD, Montgomery, AL; Hale, Stan - RD, Montgomery, AL  
**Subject:** Re: Uniontown, City of Facility Transfer in CPAP  
**Date:** Friday, March 27, 2020 12:33:00 PM

Thanks

*Allen Bowen*

Allen Bowen  
 Community and Business Programs Director  
 State Office, Rural Development  
 United States Department of Agriculture  
 Office: 334-279-3817  
 Cell: 334-322-4147  
 Fax: 855-304-8457  
[www.rd.usda.gov/](http://www.rd.usda.gov/)

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**From:** Germentz, Megan - RD, Marshall, MN <megan.germentz@usda.gov>  
**Sent:** Friday, March 27, 2020 11:32 AM  
**To:** Fritz, James - RD, Amherst, MA <james.fritz2@usda.gov>; Wehrer, Jim - RD, Yankton, SD <jim.wehrer@usda.gov>; Willms, Desirae - RD, Le Mars, IA <desirae.willms@usda.gov>  
**Cc:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>; Eason, Sarah - RD, Montgomery, AL <sarah.eason@usda.gov>; Hale, Stan - RD, Montgomery, AL <stan.hale@usda.gov>  
**Subject:** Uniontown, City of Facility Transfer in CPAP

Good Morning,

Sarah Eason in Alabama is working on setting up the new borrower. The Waterworks and Sewer Board of the City of Uniontown in CPAP (01-053-019149674) as they are working towards transferring the obligations from 2018 from City of Uniontown (01/053-835057256) and are unable to get the 747 TOA code (PP ECWAG) for 3 of the obligations, likely because it is a sewer project and not a water project. Can someone help advise or work their magic with CPAP so she can get the 747 TOA codes, also please let her know if or when she can start entering in the underwriting information so she doesn't end up entering the info twice

☐ Opened in the last 30 days  
☐ Project Status  
☐ Ready To Obligate/Not Obligated  
☒ Search (Name, ID)  
☐ Other Search Options  
☐ New/Active  
☐ RD Acely Applications

State:   
 ID:

**Matching Customers**  
 AL The Waterworks and Sewer Board of the City of Uniontown  
 AL (Uniontown, City of) CP APF Pending

| Facility            | Project                            | TOA | Obligation Status | Loan # | Grant # | Obligation Date | Loan Amount    | Grant Amount    | Loan Status | Grant Status | Loan Closed Date | Unpaid Principal | Customer ID |
|---------------------|------------------------------------|-----|-------------------|--------|---------|-----------------|----------------|-----------------|-------------|--------------|------------------|------------------|-------------|
| Water and Sewer (C) | Uniontown Public Library           | 524 | Obligated         | 01     | 01      | 9/20/2010       | \$0.00         | \$180,000.00    | 000         | 405          |                  | \$180,000.00     | 010007256   |
| Sewer               | Seawall Collection & Treatment (B) | 747 | Obligated         | 58850  | 58850   | 9/27/2018       | \$0.00         | \$100,000.00    | 000         | 302          |                  | \$100,000.00     | 010007256   |
|                     |                                    | 747 | Obligated         | 58850  | 58850   | 9/27/2018       | \$0.00         | \$400,000.00    | 000         | 302          |                  | \$400,000.00     | 010007256   |
|                     |                                    | 747 | Obligated         | 39631  | 39631   | 9/27/2018       | \$0.00         | \$500,000.00    | 000         | 302          |                  | \$500,000.00     | 010007256   |
|                     |                                    | 747 | Obligated         | 58800  | 58800   | 9/27/2018       | \$0.00         | \$75,127,300.00 | 000         | 302          |                  | \$75,127,300.00  | 010007256   |
| Sewer               | Wastewater Treatment Plant         | 548 | Obligated         | 02     | 02      | 8/9/2012        | \$2,505,000.00 | \$2,291,476.98  | 402         | 402          | 11/6/2018        | \$2,161,000.00   | 010007256   |

**Megan Germentz**  
 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/)

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007535



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Mike](#)  
**Cc:** [Robert White](#)  
**Subject:** RE: Uniontown  
**Date:** Tuesday, March 31, 2020 9:57:00 PM

---

Thanks Mike!! I do appreciate all you have done!

Thanks again!

*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)

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---

**From:** Mike <mike@eosutilityservices.com>  
**Sent:** Tuesday, March 31, 2020 5:32 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Cc:** Robert White <rwhite@alruralwater.com>  
**Subject:** Re: Uniontown

Allen

The new company maybe ready to start May 1 which is fine too.

Sent from my iPhone

On Mar 31, 2020, at 10:49 AM, [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com) wrote:

Allen

**007536**



We sure can. I doubt the new company and contract would be ready by April 30 so we will plant to go through 5/31/20.

Thank you  
Mike

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Tuesday, March 31, 2020 10:26 AM  
**To:** 'Mike@eosutilityservices.com' <[Mike@eosutilityservices.com](mailto:Mike@eosutilityservices.com)>  
**Cc:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>  
**Subject:** Uniontown

Mike, according to the legal counsel for the Utilities Board of the City of Uniontown, the bid opening for management services will be 4/24/2020 at 4pm. If you are willing to extend your contract until 4/30/2020 I believe the Board will have selected a new management company by then.

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  
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**007537**



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**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Beeker, Chris - RD, Montgomery, AL](#)  
**Subject:** RE: Wastewater treatment systems in Alabama in need of upgrading  
**Date:** Thursday, April 11, 2019 4:49:00 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

---

Thanks, some of these have sought and received funding from RD to fix their issues and others are in the process of requesting funding from RD.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Beeker, Chris - RD, Montgomery, AL  
**Sent:** Thursday, April 11, 2019 3:13 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>  
**Subject:** FW: Wastewater treatment systems in Alabama in need of upgrading

FYI here is some info about Uniontown.

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
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**007539**



---

**From:** LeFleur, Lance R <[llefleur@adem.alabama.gov](mailto:llefleur@adem.alabama.gov)>  
**Sent:** Thursday, April 4, 2019 11:35 AM  
**To:** 'MARK.TUGGLE@SPEAKER.ALHOUSE.GOV' <[MARK.TUGGLE@SPEAKER.ALHOUSE.GOV](mailto:MARK.TUGGLE@SPEAKER.ALHOUSE.GOV)>  
**Cc:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** FW: Wastewater treatment systems in Alabama in need of upgrading

Mark

It was a pleasure talking with you yesterday.

I have a call in to Chris Beeker to summarize our conversation and provide him your contact information.

Uniontown is quite obviously the waste water system in the most desperate condition in Alabama. You inquired what other systems might also be having significant problems.

Below is a copy of correspondence sent to the Governor's Office addressing the issue. House Minority Leader Daniels requested similar information which was sent to him also.

I will ask Chris Beeker to call you when he is able to get back to me.

Best regards

Lance

---

**From:** LeFleur, Lance R  
**Sent:** Monday, March 11, 2019 11:49 AM  
**To:** [jo.bonner@governor.alabama.gov](mailto:jo.bonner@governor.alabama.gov)  
**Cc:** [adam.thompson@governor.alabama.gov](mailto:adam.thompson@governor.alabama.gov); Allen, Baker ([Baker.Allen@governor.alabama.gov](mailto:Baker.Allen@governor.alabama.gov)) <[Baker.Allen@governor.alabama.gov](mailto:Baker.Allen@governor.alabama.gov)>  
**Subject:** Wastewater treatment systems in Alabama in need of upgrading

Gentlemen

This is to follow up on our prior discussion regarding funding for the desperately needed upgrades to the Uniontown wastewater collection and treatment system. You asked for information regarding which cities and towns in Alabama currently lack adequate sewage systems.

While many systems would benefit from additional funding to address noncompliance/inadequate treatment, below is a list of municipalities that appear to ADEM to have the most significant compliance issues and are in need of funding to adequately treat and discharge wastewater.

Uniontown – NPDES Permit No. AL0063657 (most critical system)  
Serves 1000 residences in Perry County

Others in critical need are listed alphabetically below along with the approximate population served:

Akron – NPDES Permit No. AL0059714  
Serves 178 customers in Hale County

**007540**



Camp Hill – NPDES Permit No. AL0024210  
Service Population of 300 in Tallapoosa County

Gordon – NPDES Permit No. AL0073202  
Serves 290 residents in Houston County

Hayneville – NPDES Permit No. AL0050113  
Service Population of 700 in Lowndes County

Littleville – NPDES Permit No. AL0056278  
Serves 300 customers in Colbert County

Terrapin Hills (Fort Payne) – NPDES Permit No. AL0052493  
Serves ~200 homes in DeKalb County

Cordova – NPDES Permit No. AL0020427  
Serves 585 households in Walker County

East Walker – NPDES Permit No. AL0055409  
Serves 281 persons in Walker County

Clio – NPDES Permit No. AL0067181  
Serves 720 persons in Barbour County

Mosses – NPDES Permit No. AL0055883  
Serves 298 customers in Lowndes County; however, they are actively working to serve 350 customers

There are also critical wastewater treatment needs for individuals and smaller groups of citizens that are not served by an existing wastewater treatment system. Often the underserved individuals are in impoverished rural areas especially in the Black Belt region of Alabama. Regulatory authority for septic tanks and individual dwellings lies with the Alabama Department of Public Health (ADPH). The contact at ADPH is:

Sherry Bradley  
Director of Environmental Services  
Alabama Department of Public Health  
(334)206-5805  
[sherry.bradley@adph.state.al.us](mailto:sherry.bradley@adph.state.al.us)

FYI, this same information was requested by House Minority Leader Daniels and is being sent to him.

Best regards,  
Lance

**007541**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [David Norton](#)  
**Cc:** [Prince Chestnut](#)  
**Subject:** RE: Waterworks and Sewer Board of the City of Uniontown - management RFP and proposed contract  
**Date:** Tuesday, March 10, 2020 6:22:00 AM

---

David, I will review and discuss with you after meeting this morning.

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)

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**From:** David Norton <davidnorton@nortonlawoffice.com>  
**Sent:** Monday, March 9, 2020 3:54 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Cc:** Prince Chestnut <chestnutlaw@att.net>  
**Subject:** Re: Waterworks and Sewer Board of the City of Uniontown - management RFP and proposed contract

Allen and Prince,

I have revised the RFP. I have taken out the terminology regarding alternative contract proposals, as that adds too much potential liability.

Bidders will still be able to add or delete from the proposed contract as they like, but it will make it more clear if they start with the same form.

The proposed contract itself is still the same.

**007542**



David B. Norton  
Attorney at Law  
1000 Water Avenue  
Selma, Alabama 36701  
(334) 874-4400  
(334) 431-5171 (fax)  
email: [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)

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**From:** David Norton  
**Sent:** Thursday, March 05, 2020 4:01 PM  
**To:** Allen - RD, Montgomery, AL Bowen  
**Cc:** Prince Chestnut  
**Subject:** Fw: Waterworks and Sewer Board of the City of Uniontown - management RFP and proposed contract

Allen,

Have you had a chance to take a look yet?

I think we have a Uniontown meeting coming up on Tuesday.

Thanks.

David B. Norton  
Attorney at Law  
1000 Water Avenue  
Selma, Alabama 36701

**007543**



(334) 874-4400

(334) 431-5171 (fax)

email: [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)

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**From:** David Norton

**Sent:** Friday, February 21, 2020 11:34 AM

**To:** Bowen, Allen - RD, Montgomery, AL ; Prince Chestnut

**Subject:** Waterworks and Sewer Board of the City of Uniontown - management RFP and proposed contract

Allen,

Please go ahead and take a look at these drafts of the RFP and proposed contract when you get a chance.

Please take special note of the parts highlighted in yellow, as they are most likely to be changed. I have got to clear the parts highlighted in yellow with Prince to make sure he agrees that we can legally do this without creating too many legal complications. I am considering whether we can allow bidders to offer completely alternative contracts to the one proposed. It may be better just to require them to stick to the proposed contract, and note any exceptions. My intent in drafting it this way was to open it up, and make sure we get as many bidders as possible. But if the offers vary too much from the proposed contract, making the award without possible legal challenges may be difficult. So, I will probably have to change this back and just require them to use our contract form, and note any changes they must have in order to avoid potential litigation. But I want you and Prince to let me know what you think before I change it.

After you and Prince have weighed in, we'll then go over these with board members for their input prior to any release to other parties.

Thanks.

**007544**



David B. Norton  
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email: [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)

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**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Friday, February 21, 2020 10:55 AM  
**To:** David Norton ; Prince Chestnut  
**Cc:** 'mike@eosutilityservices.com'  
**Subject:** RE: advertisement for bid on 3rd party management

David, great, I will turn it around quickly.

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

**007545**



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---

**From:** David Norton <[davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)>

**Sent:** Friday, February 21, 2020 10:54 AM

**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>; Prince Chestnut  
<[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)>

**Cc:** 'mike@eosutilityservices.com' <[Mike@eosutilityservices.com](mailto:Mike@eosutilityservices.com)>

**Subject:** Re: advertisement for bid on 3rd party management

Allen,

It is just about ready. I will make sure to get it to you for your feedback before we do anything on it.

I'm not sure if the Waterworks and Sewer Board of the City of Uniontown will want to publish it in the newspaper or just do a public bulletin board posting and direct mail to the likely bidders considering their current situation.

The statute below provides that they have a choice:

**Alabama Statutes**

**Title 41. STATE GOVERNMENT**

**Chapter 16. PUBLIC CONTRACTS**

**Article 2. Competitive Bidding on Public Contracts Generally**

*Current through the 2019 Regular and Special Sessions*

§ 41-16-24. Advertisement for and solicitation of bids; opening of bids; public inspection; reverse auction procedures; certain partial contracts void

- (a) (1) The Purchasing Agent shall advertise for sealed bids on all purchases in excess of the competitive bid limit as established in Section [41-16-20](#) by posting notice thereof on a bulletin board maintained outside the office door or by publication of notice thereof, one time, in a newspaper published in Montgomery County, Alabama, or in any other manner, for such lengths of time as the Purchasing Agent may determine. The Purchasing Agent shall also solicit sealed bids or bids to be submitted by reverse auction procedure by notifying all Alabama persons, firms, or corporations who have filed a request in

**007546**



writing that they be listed for solicitation on bids for the particular items set forth in the request and the other persons, firms, or corporations the Purchasing Agent deems necessary to insure competition. If any person, firm, or corporation whose name is listed fails to respond to any solicitation for bids after the receipt of three solicitations, the listing may be cancelled by the Purchasing Agent.

- (2) A Purchasing Agent may enter into a contract for purchases if a newspaper to which an advertisement for purchases did not publish the advertisement if the Purchasing Agent can provide proof that it in good faith submitted the advertisement to the newspaper with instructions to publish the notice in accordance with this section.
- (b) All bids, except as provided in subsection (d), shall be sealed when received, shall be opened in public at the hour stated in the notice, and all original bids together with all documents pertaining to the award of the contract shall be retained in accordance with a retention period established by the State Records Commission and shall be open to public inspection.
- (c) If the purchase or contract will involve an amount of the competitive bid limit as established in Section [41-16-20](#) or less, the Purchasing Agent may make the purchases or contracts either upon the basis of sealed bids, reverse auction procedure, or in the open market.
- (d) For purposes of this article, a reverse auction procedure includes either of the following:
  - (1) A real-time bidding process usually lasting less than one hour and taking place at a previously scheduled time and Internet location, in which multiple anonymous suppliers submit bids to provide the designated goods or services.
  - (2) A bidding process usually lasting less than two weeks and taking place during a previously scheduled period and at a previously scheduled Internet location, in which multiple anonymous suppliers submit bids to provide the designated goods or services.
- (e) No purchase or contract involving an amount in excess of the competitive bid limit as established in Section [41-16-20](#) shall be divided into parts involving amounts of the competitive bid limit as established in Section [41-16-20](#) or less for the purpose of avoiding the requirements of this article. All such partial contracts involving the competitive bid limit as established in Section [41-16-20](#) or less shall be void.



Cite as Ala. Code § 41-16-24 (1975)

**History.** Amended by [Act 2014-373, §1](#), eff. 7/1/2014.

Acts 1957, No. 343, p. 452, §6; Acts 1961, No. 870, p. 1365; Acts 1976, No. 751, p. 1032, §4; Acts 1983, No. 83-773, p. 1414, §1; Acts 1989, No. 89-687, p. 1351, §2; Acts 1994, No. 94-207, p. 270, §1; Act 2006-107, p. 152, §1; [Act 2009-763, p. 2310, §1](#).

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**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Friday, February 21, 2020 10:13 AM  
**To:** Prince Chestnut  
**Cc:** David Norton ; 'mike@eosutilityservices.com'  
**Subject:** advertisement for bid on 3rd party management

Prince, what is the status of the advertisement for Bid on the management firm? I need time to review before the board approves and it is put in the paper.

**007548**



Thanks,

*Allen Bowen*

Allen Bowen  
Community and Business Programs Director  
State Office, Rural Development  
United States Department of Agriculture  
Office: 334-279-3617  
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Fax: 855-304-8457  
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**007549**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [David Norton](#)  
**Cc:** [Prince Chestnut](#)  
**Bcc:** [Robert White](#)  
**Subject:** RE: Waterworks and Sewer Board of the City of Uniontown - management RFP and proposed contract  
**Date:** Friday, March 13, 2020 10:48:00 AM  
**Attachments:** [uniontown proposed management contract draft #1.docx](#)

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Review this and give me you're thoughts. I added language about the construction project and increased the term to 5 years so that we would not be dealing with a potential management change until the project was complete and in operation.

Thanks for all you both have done to get this moving and keep it moving.

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  
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**From:** David Norton <davidnorton@nortonlawoffice.com>  
**Sent:** Monday, March 9, 2020 3:54 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Cc:** Prince Chestnut <chestnutlaw@att.net>  
**Subject:** Re: Waterworks and Sewer Board of the City of Uniontown - management RFP and proposed contract

**007550**



**AGREEMENT FOR OPERATION AND MANAGEMENT SERVICES**

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

**STATE OF ALABAMA        )**  
**COUNTY OF PERRY        )**

**THIS AGREEMENT**, including any Exhibits incorporated herein by reference, attached hereto and forming an integral part hereof, is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, between, THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN, an Alabama public corporation organized under Article 1 of Chapter 88 of Title 11 of the *Code of Alabama* (1975), (referred to hereafter as "Owner") and, \_\_\_\_\_ (referred to hereafter as "Manager"), which is a (entity type) \_\_\_\_\_, organized under the laws of the State of Alabama.

**WHEREAS**, Owner owns a water and wastewater system (referred to hereafter, as "system"), located in Uniontown, Perry County, Alabama, and is organized by law to provide water and sewer services to residents in Uniontown, Perry County, Alabama. Owner's water system (ADEM PWS ID# AL0001100) consists of approximately 60 miles of water mains, two groundwater well sources with a combined capacity of 1,500 gpm, one elevated storage tank with a capacity of 500,000 gallons, and one ground storage tank with a capacity of 90,000 gallons. The water system serves approximately 1,200 customers. The meters are read by a radio read system. Chlorine and a blended phosphate corrosion inhibitor are added at the two (2) well sites. There is a connection to the City of Linden's water system for the sale of water to the City of Linden. Owner's wastewater system (ADEM NPDES Permit# AL0063657) consists of gravity sewer collection lines and 10 pump stations to transport the wastewater to the lagoon. Treatment is provided by a three (3) cell lagoon with disposal at a spray field. The wastewater system serves approximately 825 customers,

**AND WHEREAS**, the lagoon and spray field are in a failed state, resulting in an effort by public and private partners to secure funding in the amount of approximately \$31,500,000 to allow for a rehabilitation and replacement project, currently underway, that will result in the complete rehabilitation of the system's collection system and result in either (1) the transfer of wastewater effluent to the neighboring City of Demopolis, or (2) the construction and operation of an advanced wastewater treatment plant in the City of Uniontown, depending on the resultant data and efficacy of the collection system rehabilitation portion of the project,

**AND WHEREAS**, Owner desires that its system be operated and maintained in the most efficient manner possible, while complying with all applicable laws and ordinances, and Owner has requested Manager to provide certain services. Manager has represented to Owner that it has the required professional skills, qualified personnel, and technical resources to manage, operate, and maintain such system, and Manager has agreed to provide the needed services on the terms and conditions set forth in this Agreement,

**NOW THEREFORE**, in consideration of the promises and terms contained herein, the parties agree as follows:

**Legal relationship.** Manager shall act only in the legal capacity of an independent contractor to Owner. Manager shall have complete charge and supervision of the personnel performing the services and shall be fully responsible for the services performed by it, or on its behalf hereunder.

**007551**



**Effective date.** This Agreement shall become effective within a reasonable time period to be determined by the parties, allowing for sufficient time to provide a reasonable time for the termination of the current management contract, allow Owner to fully separate from the City and occupy its own office space, and for the new Manager to put its team in place.

**Expiration of agreement.** This Agreement shall remain in effect for a period of three (3) years, beginning on the effective date.

**Compensation.** Owner shall pay to Manager a monthly fee in the amount of \$ \_\_\_\_\_ **per active water customer and \$ \_\_\_\_\_ per active wastewater customer.** *This fee shall be the based upon the number of active customer accounts of the system recorded at the time of the current month's billing date, and not withstanding any provision within this document that may be construed to the contrary. There shall be no automatic annual price adjustments, but periodic negotiations based upon changes in management requirements may be necessary from time to time and can be considered for negotiation based on need of such requirements as determined by the Owner.*

**Owner's obligations.** Unless otherwise specified within this Agreement, Owner shall be responsible to bear the costs required to provide Manager with the supplies, (including laboratory supplies), equipment, facilities, and land needed to accomplish the management objectives set forth. Owner shall be responsible out of its funds to bear the expense of its own taxes, license fees, utility bills, legal representation, auditor, insurance, engineering services, and at its expense provide for replacement or renewal of system facilities, assets and components, and its other expenses. Owner shall be responsible to perform all functions and retain all responsibilities and obligations related to the system which are not specifically set forth within this Agreement.

**Ownership of property.** All real property, facilities, equipment, supplies, and vehicles, as well as all digital and intellectual property, trademarks, logos, or other proprietary software or reports now owned by Owner or acquired by Owner using its financial resources during the term of this Agreement shall remain the property of Owner. Similarly, all real property, facilities, equipment, supplies, and vehicles, as well as all digital and intellectual property, trademarks, logos, or other proprietary software or reports now owned by Manager or acquired by Manager using the financial resources of Manager during the term of this Agreement shall remain the property of Manager.

**Transportation and service equipment.** Owner anticipates the following equipment will be needed in fulfilling the obligations as set forth by this contract:

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Owner currently owns and shall make available to the Manager for use the following equipment:

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Vehicles and service equipment which the Manager currently anticipates providing and using in fulfilling its obligations under this Agreement include the following:

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**Transportation and service equipment repairs.** Owner shall be responsible for the cost of all maintenance and repair of the equipment and vehicles which it owns, and Manager shall be responsible for the cost of all maintenance and repair of the equipment and vehicles which it owns.

**Use of facilities and equipment.** Owner hereby authorizes Manager to use Owner's real property, facilities, equipment, supplies, vehicles, accounts, passwords, keys, or any other information and resources necessary to access the property of the Owner exclusively for the benefit of Owner in order to meet the objectives identified by Owner. Any other use of Owner's real property, facilities, equipment, supplies, vehicles, accounts, passwords, keys, or any other information and resources necessary to access the property of the Owner is not permitted, unless expressly authorized by a majority vote of the Owner's board members, and set out in a signed writing.

**Policies and procedures.** Manager agrees to abide by all policies and procedures formally adopted by the Owner, attached hereto as 'Exhibit X – General Policies and Procedures'. Manager also agrees to regularly review and provide feedback to the Owner with regard to existing policies and procedures; including, but not limited to, specific examples of gaps of coverage in any policy and procedure document implemented by the Owner, as well as professional consultation or opinion as to the need of any additional policies or procedures necessary for the persistent compliant and successful operation of the Owner's system.

**Basic goals.** Manager shall, at all times, operate and maintain the system in in such a manner as to comply, at all times, with the requirements of all local, State, and Federal laws and regulations, including but not limited to ADEM, EEOC, OSHA, USDA, ALDOT, and EPA regulations, Alabama One Call, and any and all other applicable laws and regulations, and as otherwise provided by the policies and procedures established by Owner. Manager shall endeavor at all times to maximize revenues for Owner and provide convenient services to the public at the lowest possible cost. Manager shall promote the Waterworks and Sewer Board of the City of Uniontown, its system, and services in a manner that enhances the reputation of Owner. Manager shall consider input from the local citizens and community leaders, in addition to Owner's customers, contracting partners, State partners, Federal partners, membership trade associations, and interconnection recipients, in developing operations and programming, and in order to provide friendly customer relations. Manager shall perform the services and carry out its obligations hereunder with all due diligence, efficiency, and economy, having regard to generally accepted techniques and practices used in the water and wastewater industries and shall observe sound management practices, and employ appropriate technology, and safe and effective equipment, machinery, materials, and methods.

**Duty of loyalty.** The Manager shall have a duty of loyalty to Owner to act in the best interest of Owner in its dealings with others. The compensation provided herein shall constitute the Manager's sole compensation in connection with this Agreement. The Manager shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Agreement, or in the discharge of its obligations hereunder. Manager (and its officers and employees) shall not engage, either directly or indirectly, in any business or professional activity which conflicts, or may conflict, with the activities assigned to it under this Agreement. Furthermore, Manager shall affirmatively disclose



in advance of any proposed action, any conflict of interest which it may have in the proposed actions of the Owner. Manager shall further strictly adhere to Owner's procurement procedures, as may be established by Owner's board members.

**Day-to-day system management.** Manager is hereby vested with responsibility for the day-to-day management of the system. Manager shall manage and operate the system subject to any operating and employment procedures currently existing and adopted by Owner. Manager shall perform monthly customer meter reading for billing purposes and shall conduct meter re-reading on an as needed basis. Manager shall monitor customer usage, and promptly notify any customer where Manager detects an unusual rise in water usage by that customer. Manager shall handle all required reconnections, disconnections, and lock-offs, perform water and wastewater testing, maintain water and wastewater testing records, perform chemical treatment, maintain chemical treatment records, perform master meter reading, maintain master meter reading records, perform regular visual inspection of facilities, perform flushing of water lines and cleaning of wastewater lines as may be required, cooperate with professional services and other personnel selected by Owner in managing the system, update software, as needed, determine the location of pipelines as may be requested, make meter exchanges, as needed, maintain and pump water to tanks, maintain and monitor lift stations, assist the Owner in the acquisition and maintenance of system maps in cooperation with Owner, assist with mapping updates, locate and repair pipeline leaks whenever possible, and make every reasonable effort to maintain a minimum water loss to the system.

**Extraordinary repairs.** Manager shall perform corrective maintenance and make repairs to system, except for items not specifically contemplated by this Agreement, such as major road bores or creek crossings, major collection system line collapses or disruptions, major repairs to facilities for which water and wastewater systems ordinarily enter into contracts with outside resources, and for those items specifically listed below:

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With respect to each listed exception, Manager shall locate and make recommendations for third parties to perform the corrective maintenance and repairs and obtain pricing from said third parties from which Owner may compare and choose during its regular Board meetings.

**System monitoring and maintenance.** Manager shall protect, repair, and maintain the system and all equipment, supplies, and vehicles provided by Owner, so as to preserve and improve Owner's capital investments. Manager shall prepare and update maintenance schedules for the facilities, equipment, and vehicles. Manager shall follow the maintenance schedules and perform preventative maintenance on all of Owner's equipment and facilities, including but not limited to wells and tanks, in accordance with manufacturer's recommendations, and maintain records of all maintenance thereon on behalf of Owner. Manager shall provide all monitoring and laboratory records pursuant to ADEM permit requirements for Owner's inspection. Manager shall prepare monthly monitoring reports in accordance with ADEM permit requirements and submit the same to ADEM in a timely manner. Manager shall perform all sampling required by Owner's current Public Water Supply permit and current National Pollution Discharge Elimination System permit for all process control management at all water and wastewater sites.

**Financial management.** Manager shall have a fiduciary duty to Owner to act with due care and in the best interest of Owner with respect to managing the money and other property of Owner. Manager shall



perform customer water and wastewater billing, accept collections of payments, perform customer service functions, respond to customer questions or complaints, provide information and billing explanations to customers, prepare checks for payment, as requested by the Board, receive payments and post to customer accounts, post returned checks, and send letters notifying customers of the check's return and the requirement for payment, post direct payments, process new service requests, service transfers, and disconnects, purchase office supplies, total receipts, make daily deposits to Owner's banking accounts, and make transfers as may be required to Owner's various financial accounts, such as those designated for reserve, replacement, debt payment, operating funds, and surplus funds. Manager shall make reasonable attempts to collect payment of all customer water and wastewater bills, and disclose to Owner which of those bills it deems uncollectible, such that Owner may turn those accounts over to a third party collection agency, or take other action, should it desire to do so. Manager will maintain cash handling policies and procedures designed to deter fraud and theft and shall provide a copy of those policies to Owner, for approval. Manager shall ensure that deposits match receipts, in every instance. In the event, deposits do not match receipts, Manager shall call immediate attention to the discrepancy to Owner. Manager shall further call immediate attention to Owner of any financial account discrepancy where there is an indication of possible missing funds from any account. Manager and its employees shall cooperate fully and at all times in any investigation regarding financial activity, as may be required by Owner. Manager shall take action to comply with and enforce Owner's Customer Service Agreement, Rules and Fee Schedules as adopted by Owner. Manager will promptly discontinue water and wastewater service to those customers for non-payment of past-due customer account balances in accordance with Owner's policies. As directed by Owner, Manager will also make recommendations for the acquisition of supplies, equipment, and other resources needed to perform this Agreement. After approval, Manager will acquire said resources on behalf of Owner, and provide invoices for inspection, and generate checks for Owner's representative to sign to make payment for the same. Similarly, Manager will generate checks for Owner's representative to sign with regard to all other billing owed by the system.

**Financial report.** Manager shall prepare a financial report for Owner monthly, which shall include a report of income and expenses, budget comparisons, aged accounts receivable, fund balances, number of active customers, customer disconnections, collections, account transfers to reserve, debt service, replacement or other accounts, and other matters of such nature as requested by Owner.

**Monitor and manage power usage.** Manager will review invoices, track power consumption on a monthly basis, and approve for correctness and payment all amounts to be paid for the same by Owner. Manager will periodically review the applicable rate schedules from electrical providers and will operate system in such a way as to minimize electrical costs to Owner.

**Emergency repairs not favored.** Manager shall endeavor to inspect Owner's equipment, and notify Owner well in advance when wear and tear has occurred, and notify Owner that particular equipment will soon need repair or replacement, such that damaged or worn equipment may be replaced on a non-emergency basis. Manager shall make regular recommendations to Owner such that Owner may adopt policy in order to avoid emergency repair or replacement within the system, whenever possible.

**Facility access.** Manager shall provide access to the system and its facilities to any personnel so authorized by Owner, including board members, twenty-four (24) hours per day, seven days per week. Manager shall allow access to facilities and supervise third parties hired by Owner to inspect or to make capital improvements to the system, as may be authorized by Owner.

**Grounds and facilities to be well-kept.** Manager shall manage grounds maintenance, ensuring the grass is kept cut, and the facilities of the system including the office, and other properties are kept neat, clean



and orderly.

**Audit.** Owner shall be responsible for the cost of any financial audit or additional fraud detection which it desires to employ, and Manager shall fully comply and cooperate with any auditor or other professional hired by Owner for such tasks, promptly providing any all information which may be requested by such auditor. In the event the auditor requires the original financial documentation, Manager shall scan the originals prior to releasing them to the auditor, such that a copy is always available to Manager and Owner during the audit.

**Document retention and security.** Manager shall securely retain all of the documentation, reports, account information, files, contracts, financial records, and all other information on behalf of Owner. All original documentation shall be kept on the premises at Owner's customer service center. All documentation, records, and reports of the system shall be made available to the Owner (through its board members) for review and inspection at any reasonable hour, as may be requested by any of Owner's board members, or authorized representatives. Additionally, all important documentation shall be regularly electronically scanned and updated, such that board members and Manager may access the same on-premises, or off-premises, whenever needed. All documentation generated by Manager for Owner shall be the property of Owner. Manager shall utilize current, industry approved, technologies to back-up critical system documentation and data and will provide access to those backups to the Owner when deemed necessary by a vote of the Board. Owner agrees to provide access and updates to all computers, physical or virtual, and software and software services as needed.

**Dissemination of public information.** Manager shall provide the public with notice of all board meetings, and of other legal notices which are required to be posted. Manager shall follow Owner's Policy for handling the requests of documentation from members of the public. In the event documentation is requested by members of the public, and Manager is in doubt as to whether the information should be made public under the current system policies of the Owner, Manager shall consult and follow the directions of the attorney employed by Owner prior to acting upon such request.

**Protection of confidential information.** Manager shall preserve and protect the confidentiality of personal information it acquires in the course of its duties as Manager, (such as the private account information of individual customers), and it shall not release any such protected information to the public, except through Court order or lawful subpoena, which has been reviewed by the attorney for Owner, and subsequently approved by Owner for release.

**Certain approvals reserved.** Owner reserves the right to approve and oversee certain tasks, functions and responsibilities of the management and operation of the system. These include, but may not be limited to, expenses, fees, and cost of services, staffing, policies and procedures, financial reporting methods, programming, hours of operation, marketing and advertising. In the event Owner changes procedures which increase the work required of Manager, Owner will negotiate a new fee with Manager for each additional task that may be required. In the event Owner is proposing a possible change, Manager will alert Owner prior to the Owner making such change that the proposed change may require an additional management fee and provide to Owner the anticipated amount of the additional fee Manager will require.

**Indemnification.** Manager shall protect, defend and hold Owner and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of Manager's performance under this



Agreement. Owner shall promptly notify Manager of any notice of any such claims. Nothing herein shall be construed to prevent Owner from defending its own interests, should it so choose.

**Insurance of Manager.** Upon assuming control of the system, Manager shall immediately provide Owner a certificate of comprehensive general public liability insurance in the amount of \$1,000,000.00 per each occurrence, \$2,000,000.00 general aggregate, naming Owner as an additional insured thereon. In addition, Manager shall obtain and provide proof to Owner that Manager has obtained a fidelity bond (or employee dishonesty bond) in an amount not less than an amount recommended by a reputable insurance professional or firm covering all of Manager's employees who may handle funds on behalf of the system. Manager shall also obtain and maintain statutory worker's compensation insurance sufficient to meet any and all corresponding liability for all employees. Manager shall keep all such coverage continuously in effect throughout the life of this Agreement. On each occasion insurance is obtained or renewed, or in the event of any change in insurance, Owner shall be provided proof thereof at the next official Board meeting. Manager shall pay for the cost of all insurance with respect to this provision. Manager shall also require any of its subcontractors to obtain similar insurance and provide proof thereof prior to doing any work for Manager or Owner.

**Insurance of Owner.** Manager shall continuously manage the insurance policies required by Owner, obtaining timely quotes for price comparisons upon each renewal date, to insure Owner against all risks customarily insured against by Owner and of similar systems. Owner shall pay the insurance company directly for the cost of this insurance. These insurance policies shall include property insurance in an amount necessary to cover any losses to Owner's own equipment, vehicles, and real and personal property, including commercial liability insurance for bodily injury and property damage. It shall also include a policy insuring Owner for Director's and Officer's liability.

**Existing contracts.** Manager shall abide by and assist Owner in meeting the terms of all of Owner's water supply and wastewater treatment contracts to ensure a continuous, safe, and reliable source of water and continuous, clean, and compliant wastewater treatment services for the system, its customers, and its contract partners.

**Bond covenants and grants.** Manager shall become familiar with any and all bonds of Owner, and assist Owner in meeting all of the terms, conditions, and covenants of its bonds. Manager shall assist Owner in complying with all requirements related any and all grants and any Federal financial assistance received by Owner for the benefit of the system.

**Inventory.** Manager shall take inventory of all of Owner's supplies, equipment, vehicles, and other furnishings and physical assets on the date this Agreement becomes effective, and on each the anniversary date of this agreement, and on the date this Agreement is terminated. Manager shall provide a copy of the record of such inventory to Owner on each said date.

**Annual budget.** Manager shall assist in making a proposed budget each year to present for adoption by Owner and shall operate the system in compliance, whenever possible, with the approved annual budget and fee schedule adopted by Owner, utilizing Owner's existing assets, resources, and leases to the greatest possible economic effect for the benefit of Owner. Manager shall make regular recommendations to Owner at board meetings regarding ways to reduce costs. Manager shall maximize revenues and assist in planning a budget such that the system has adequate financial strength to meet all of its current needs and all of its anticipated future needs, such that the system, at all times, has the financial capacity to meet any and all financial tests required by its bond covenants.

**Long-term system planning.** Manager shall cooperate with the system's engineer and other partners to



prepare short term and long term plans to present to the Board on a regular basis, designed to enhance the quality of life for the customers of the system by providing a safe and plentiful water supply and clean and dependable wastewater treatment in an economic and efficient manner. It is the intention of Owner to create long term plans for the long-term financial viability of the system. Manager shall work with engineers and others hired by Owner to determine when facilities or equipment will likely require renovation or replacement and provide a proposed plan and budget with long term goals in mind.

**Construction.** Manager will review construction plans and other projects, confer with contractors and engineers as needed, consults with industry representatives, assist in overseeing construction of new facilities or capital improvement projects on behalf of Owner, and maintain records to ensure compliance with plans and specifications. Manager will similarly maintain records of construction projects, including state and federal permits, and make reports regarding construction progress to Owner.

**Employment opportunities.** Manager shall hire local citizens to the greatest extent reasonably possible and practicable. Manager shall provide all applicants and employees equal opportunity for employment without regard to race, color, religion, national origin, ancestry, age, sex, pregnancy, physical or mental disability, veteran status, sexual orientation, or any other protected status. Manager shall not discriminate against any applicant or employee on the basis of race, color, religion, national origin, ancestry, age, sex, pregnancy, physical or mental disability, veteran status, sexual orientation, or any other legally protected status, at any time, including but not limited to the application process, initial employment requirements, promotion, transfer, selection for training opportunities, employee compensation, discipline, demotion, layoff, termination, employee benefits, in its internal policies, or any and all other terms and conditions of employment.

**Staffing.** Manager shall adequately staff, manage, operate, and maintain the system, and all of its facilities, including Owner's customer service center with highly qualified and properly trained personnel, and in compliance with state, federal and local laws. Manager shall conduct criminal background checks for each employee responsible with handling Owner's funds, and shall not employ any employee to handle funds who has a background which includes guilt of any crime involving theft, burglary, robbery, or any other crime of moral turpitude. Manager shall provide the highest level of friendly, reliable, and responsive customer service personnel, which shall include adequate staffing. Manager shall immediately suspend or replace any employee committing serious misconduct. Manager shall keep Owner's customer service center open to the public during normal business hours as approved by Owner. Employees working in the field shall be available at similar hours to perform their duties, in addition to any other time that may be required by law. Furthermore, Manager shall maintain a sufficient staff during all open hours to take customer payments without unreasonable delay, maintain, keep, record, and draft proposed minutes, resolutions, financial documents and other necessary records for Owner, to address customer complaints, to accomplish work in the field according to reasonable industry standards and expectations, and to respond in a timely manner to emergency situations.

**Safety.** Manager will provide paramount attention to the well-being and safety of its employees, customers, and invitees who may be guests on Owner's premises.

**Security precautions.** Manager will maintain premises with reasonable security precautions at the sole cost of the Owner.

**After-hours response.** Manager shall provide a delegation of authority plan to Owner in order to provide prompt after-hours response to matters involving the system. Manager shall provide the relevant telephone numbers and or other contact information of employees who are available to respond to calls from Owner's selected after-hours answering service, and Manager shall have one or more employees ready and willing to respond reasonably and appropriately at all times to such calls. Representatives of



Owner and of Manager shall similarly exchange all relevant after-hours contact information with one another so that each will be able to contact the other promptly in the event urgent action is needed.

**Urgent response.** Manager shall respond promptly to emergency situations relating to the system on behalf of the Owner and shall report all matters of a critical nature to the Owner in a timely manner. Manager will ensure that all necessary repairs are made as quickly as possible. Conditions such as main water line breaks, main wastewater line backups and blockages, pump failure, or other conditions affecting the quantity or quality of service available to customers shall be corrected as soon as possible after being brought to the attention of Manager, whether those events occur during or outside of the normally scheduled work hours. In the event of catastrophic failure creating an unusual delay in repair, Manager will provide customers potable and bottled water during the interim period. The cost of the potable and bottled water will be borne by Owner.

**Website.** Manager shall provide information and images to Owner's website provider for website updates and designs, as may be appropriate, or as may be requested by Owner.

**Office, Safe and Computer access.** Manager shall follow the Owner's Policy concerning office, safe and computer access. If protocols are not stipulated in the policy for a particular access request, the Manager will bring the details of the request to the Owner's Board of Directors and follow the direction of the decision of that Body.

**On-going training.** Manager shall provide on-going training for personnel assigned to the system, in the areas of operation, maintenance, and safety. Manager shall provide information about training opportunities available to the Owner's Board of Directors at regular intervals.

**Purchase locally.** Manager shall make purchases locally and use local service providers when obtaining goods and services for Owner to the greatest extent reasonably possible and practicable.

**Certifications.** Manager (and each of its employees) shall obtain and maintain all necessary licenses, certifications, and accreditations as necessary, to operate, maintain, and manage the system, and shall maintain the number of employees working in the system which may be required by ADEM.

**Customer complaints.** Manager shall comply with all ADEM regulations and Owner Policies as they relate to customer complaint management.

**Attendance at Board meetings.** Manager shall attend all Board meetings of Owner, unless excused, and provide full financial accounting, and system operations reports, water loss statistics, wastewater treatment statistics, reports, responses, and recommendations related to customer complaints, sanitary inspection reports, reports of compliance with ADEM requirements, budget proposals and reports, inventory reports, reports regarding maintenance schedules and compliance therewith, outage reports, chemical and biological monitoring requirement reports and laboratory results, maintenance activities, plans and priorities for the system, and otherwise provide all requested, and all needed information to the Board members such that they can make fully informed decisions about the health, the needs, and all other factors regarding the operation of the system. Manager shall assist in preparing the agenda for Owner's board meetings and provide a copy of the proposed agenda to board members not later than the workday preceding the regularly scheduled board meeting. Manager shall make arrangements for the appearance of guests. Manager shall provide the guest with notice that their appearance before the board will be limited to a five-minute presentation. Manager shall notify board members well in advance of each meeting of the nature of business of each such guest. Manager shall record and prepare proposed minutes for the board members, distribute the same to each board member and to the board attorney in advance



of each board meeting, and make corrections as may be requested by Board members. Manager shall further offer information to Owner's board members about training opportunities periodically concerning informational updates on the system and other requirements of the system and for the water and wastewater industry in general.

**Notices.** All notices, requests, demands, or other official communications hereunder shall be in writing and shall be deemed to have been duly given upon hand delivery, or, if mailed, five (5) days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, to the last known address of the persons who have executed this Agreement. The current addresses for notice are as follows:

*Owner:*

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN  
PO Box 236  
Uniontown, Alabama 36786

*Manager:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Terms continue until termination.** In the event this Agreement is not formally renewed at the expiration of its term, and Owner has not officially replaced Manager, the parties shall continue to meet their duties under this Agreement, and the terms and conditions of this Agreement shall continue to govern the relationship of the parties until it is renewed or terminated, or until Owner has officially replaced Manager with a new Manager.

**Termination without cause.** This Agreement may be terminated "without cause," (for no stated reason), and without penalty to either party, by providing one hundred and twenty (120) days written notice to the other party of the intent to terminate. Neither party shall be liable to the other for any special, consequential, indirect, or incidental damages relating in any way to the decision of the other for termination of this Agreement.

**Termination for cause.** This Agreement may be terminated "with cause," and without penalty to either party for so terminating, for a material breach of the terms of this contract upon thirty (30) days written notice to the other party of the intent to terminate, together with a statement concerning the reason for termination.

**Non-waiver.** The failure of either party to enforce any right hereunder shall not be construed as a waiver of its right to enforce that or any right hereunder in the future.

**Terms which survive termination.** The parties agree that the termination of this Agreement shall not relieve either party of obligations to safeguard confidential and non-public information, to make payments owed to the other, and to meet any other obligations herein which common sense would dictate as a continuing obligation.



**Upon termination.** Upon termination of this agreement, Manager shall fully cooperate with the running of the system, and the turnover of equipment, documentation, keys, supplies, vehicles, and necessary information in order to allow for a smooth transition to new management. Owner shall continue to provide compensation to Manager as outlined in this agreement if Owner requires Manager to remain beyond the expiration of this Agreement to assist in such period of transition. Upon termination or expiration of this Agreement, Manager shall further certify in writing to Owner that Manager has complied with all local, State, and Federal laws and regulations, including but not limited to ADEM, EEOC, OSHA, USDA, ALDOT, and EPA regulations, Alabama One Call, and any and all other applicable laws and regulations.

**Assignment.** This Agreement may be assigned to a successor Manager only with the prior written consent of Owner. In the event this Agreement is assigned to a successor Manager with the prior written consent of Owner, this Agreement shall be binding upon the said successor Manager and Owner.

**Force Majeure.** A party shall not be considered to be in default or sustain liability to the other with respect to any obligation under this Agreement (other than an obligation to pay sums due) if it is prevented or delayed from fulfilling its obligations by reason of a Force Majeure Event, including, but not limited to energy facilities failure, acts of governmental authorities, acts of God, acts of public enemy or terrorism, fires, strikes or other labor disputes, delays in transportation, riots, war, epidemics, Change of Law, or any other cause beyond the reasonable control of the party asserting the Force Majeure Event. However, in the event of disruption by a Force Majeure Event, Manager shall use all reasonable efforts to properly operate and maintain the system.

**Severability.** If there is a conflict between any provision of this Agreement and the applicable law of the State of Alabama, the law of Alabama will prevail and such provisions of this Agreement shall be amended or deleted as necessary in order to comply with Alabama law. Furthermore, any provisions that are required by Alabama law which have been omitted from the terms of this Agreement are hereby incorporated herein, as if set out fully herein. If any provision of this Agreement is for any reason determined to be legally invalid or unenforceable, that said provision shall be stricken from the Agreement, and the validity and enforceability of the remaining provisions shall not be affected, and shall continue in full force and effect.

**Entire Agreement.** This written Agreement, including any Exhibits specifically incorporated by reference, represents the complete, sole, final, and entire expression of the agreement between the parties. Any other representations or agreements between the parties shall have no effect unless set forth in writing and signed by the parties after the date of this agreement.

**USDA approval required.** This Agreement and any and all future revisions or amendments is subject to the approval of the United States Department of Agriculture (USDA), before acceptance is considered final. Manager shall comply with all requirements necessary for USDA approval.

**Amendment.** The terms of this Agreement may not be modified or amended, unless such amendment is expressed in writing, and signed by all parties. In the event the scope of services should change by agreement of the parties, or as a result of some event not anticipated by the parties, the parties may equitably adjust the monthly fee provided to Manager. In such event, both parties agree to negotiate changes in a reasonable period of time and make any such changes to compensation retroactive to the date when cost of changes first occurred.

**Law.** All matters which may affect the interpretation of this Agreement and the rights of the parties hereto shall be governed in accordance with the laws of the State of Alabama.



This image shows a full page of blank, lined paper. It features approximately 20 horizontal blue or grey lines spaced evenly apart, typical of notebook paper. The lines extend across the entire width of the page, leaving small margins at the top and bottom. There are no vertical lines, text, or other markings on the page.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year above written.

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN ("Owner"):

By: \_\_\_\_\_  
Clarence Black, Its Chairman

ATTESTED: \_\_\_\_\_  
Marilyn Miller, Secretary

\_\_\_\_\_ ("Manager"):

By: \_\_\_\_\_  
\_\_\_\_\_, Its President.



Allen and Prince,

I have revised the RFP. I have taken out the terminology regarding alternative contract proposals, as that adds too much potential liability.

Bidders will still be able to add or delete from the proposed contract as they like, but it will make it more clear if they start with the same form.

The proposed contract itself is still the same.

David B. Norton  
Attorney at Law  
1000 Water Avenue  
Selma, Alabama 36701  
(334) 874-4400  
(334) 431-5171 (fax)  
email: [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)

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**From:** David Norton  
**Sent:** Thursday, March 05, 2020 4:01 PM  
**To:** Allen - RD, Montgomery, AL Bowen  
**Cc:** Prince Chestnut  
**Subject:** Fw: Waterworks and Sewer Board of the City of Uniontown - management RFP and proposed contract

Allen,

Have you had a chance to take a look yet?

**007564**



I think we have a Uniontown meeting coming up on Tuesday.

Thanks.

David B. Norton  
Attorney at Law  
1000 Water Avenue  
Selma, Alabama 36701  
(334) 874-4400  
(334) 431-5171 (fax)  
email: [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)

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**From:** David Norton  
**Sent:** Friday, February 21, 2020 11:34 AM  
**To:** Bowen, Allen - RD, Montgomery, AL ; Prince Chestnut  
**Subject:** Waterworks and Sewer Board of the City of Uniontown - management RFP and proposed contract

Allen,

Please go ahead and take a look at these drafts of the RFP and proposed contract when you get a chance.

Please take special note of the parts highlighted in yellow, as they are most likely to be changed. I have got to clear the parts highlighted in yellow with Prince to make sure he agrees that we can legally do this without creating too many legal complications. I am considering whether we can allow bidders to offer completely alternative contracts to the one proposed. It may be better just to require them to stick to the proposed contract, and note any exceptions. My intent in drafting it this way was to open it up, and make sure we get as many bidders as possible. But if the offers vary too much from the proposed contract, making the award without possible legal challenges may be difficult. So, I will probably have to change

**007565**



this back and just require them to use our contract form, and note any changes they must have in order to avoid potential litigation. But I want you and Prince to let me know what you think before I change it.

After you and Prince have weighed in, we'll then go over these with board members for their input prior to any release to other parties.

Thanks.

David B. Norton  
Attorney at Law  
1000 Water Avenue  
Selma, Alabama 36701  
(334) 874-4400  
(334) 431-5171 (fax)  
email: [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)

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**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Friday, February 21, 2020 10:55 AM  
**To:** David Norton ; Prince Chestnut  
**Cc:** 'mike@eosutilityservices.com'  
**Subject:** RE: advertisement for bid on 3rd party management

David, great, I will turn it around quickly.

Thanks,

**007566**



*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)

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employer, and lender.

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**From:** David Norton <[davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)>  
**Sent:** Friday, February 21, 2020 10:54 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>; Prince Chestnut  
<[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)>  
**Cc:** 'mike@eosutilityservices.com' <[Mike@eosutilityservices.com](mailto:Mike@eosutilityservices.com)>  
**Subject:** Re: advertisement for bid on 3rd party management

Allen,

It is just about ready. I will make sure to get it to you for your feedback before we do anything on it.

I'm not sure if the Waterworks and Sewer Board of the City of Uniontown will want to publish it in the newspaper or just do a public bulletin board posting and direct mail to the likely bidders considering their current situation.

The statute below provides that they have a choice:

**Alabama Statutes**

**Title 41. STATE GOVERNMENT**

**Chapter 16. PUBLIC CONTRACTS**

**Article 2. Competitive Bidding on Public Contracts Generally**

*Current through the 2019 Regular and Special Sessions*

§ 41-16-24. Advertisement for and solicitation of bids; opening of bids; public inspection; reverse auction procedures; certain partial contracts void

**007567**



- (a) (1) The Purchasing Agent shall advertise for sealed bids on all purchases in excess of the competitive bid limit as established in Section 41-16-20 by posting notice thereof on a bulletin board maintained outside the office door or by publication of notice thereof, one time, in a newspaper published in Montgomery County, Alabama, or in any other manner, for such lengths of time as the Purchasing Agent may determine. The Purchasing Agent shall also solicit sealed bids or bids to be submitted by reverse auction procedure by notifying all Alabama persons, firms, or corporations who have filed a request in writing that they be listed for solicitation on bids for the particular items set forth in the request and the other persons, firms, or corporations the Purchasing Agent deems necessary to insure competition. If any person, firm, or corporation whose name is listed fails to respond to any solicitation for bids after the receipt of three solicitations, the listing may be cancelled by the Purchasing Agent.
- (2) A Purchasing Agent may enter into a contract for purchases if a newspaper to which an advertisement for purchases did not publish the advertisement if the Purchasing Agent can provide proof that it in good faith submitted the advertisement to the newspaper with instructions to publish the notice in accordance with this section.
- (b) All bids, except as provided in subsection (d), shall be sealed when received, shall be opened in public at the hour stated in the notice, and all original bids together with all documents pertaining to the award of the contract shall be retained in accordance with a retention period established by the State Records Commission and shall be open to public inspection.
- (c) If the purchase or contract will involve an amount of the competitive bid limit as established in Section 41-16-20 or less, the Purchasing Agent may make the purchases or contracts either upon the basis of sealed bids, reverse auction procedure, or in the open market.
- (d) For purposes of this article, a reverse auction procedure includes either of the following:
- (1) A real-time bidding process usually lasting less than one hour and taking place at a previously scheduled time and Internet location, in which multiple anonymous suppliers submit bids to provide the designated goods or services.
- (2) A bidding process usually lasting less than two weeks and taking place during a previously scheduled period and at a previously scheduled Internet location, in which multiple anonymous suppliers



submit bids to provide the designated goods or services.

- (e) No purchase or contract involving an amount in excess of the competitive bid limit as established in Section [41-16-20](#) shall be divided into parts involving amounts of the competitive bid limit as established in Section [41-16-20](#) or less for the purpose of avoiding the requirements of this article. All such partial contracts involving the competitive bid limit as established in Section [41-16-20](#) or less shall be void.

Cite as Ala. Code § 41-16-24 (1975)

**History.** Amended by [Act 2014-373, §1](#), eff. 7/1/2014.

Acts 1957, No. 343, p. 452, §6; Acts 1961, No. 870, p. 1365; Acts 1976, No. 751, p. 1032, §4; Acts 1983, No. 83-773, p. 1414, §1; Acts 1989, No. 89-687, p. 1351, §2; Acts 1994, No. 94-207, p. 270, §1; Act 2006-107, p. 152, §1; [Act 2009-763, p. 2310, §1](#).

David B. Norton  
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1000 Water Avenue  
Selma, Alabama 36701  
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**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Friday, February 21, 2020 10:13 AM

**007569**



**To:** Prince Chestnut  
**Cc:** David Norton ; 'mike@eosutilityservices.com'  
**Subject:** advertisement for bid on 3rd party management

Prince, what is the status of the advertisement for Bid on the management firm? I need time to review before the board approves and it is put in the paper.

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)

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**007570**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)  
**Cc:** "Robert White"  
**Subject:** RE: account Statements  
**Date:** Thursday, August 29, 2019 10:27:00 AM

---

Thanks Mike!!!

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com) <[mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)>  
**Sent:** Thursday, August 29, 2019 7:23 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Cc:** 'Robert White' <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>  
**Subject:** RE: account Statements

Allen

We have two checking accounts for Uniontown. The first one is the Revenue Account. All water/sewer/garbage revenue is deposited in that account. The other account is the Operations Fund which pays for items such as chemicals, lab, repairs, materials, power, etc. Attached is a schematic of the how the cash flow works. Attached are the bank statements for 2019 for the Revenue Account and excel spreadsheets I keep. My accountant then enters it all into Quickbooks. I attached the 2018 P&L for these 2 accounts. I will send the bank statements for the Operations Account under a separate email.

Thanks  
Mike

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Wednesday, August 28, 2019 1:26 PM  
**To:** 'Mike@eosutilityservices.com' <[Mike@eosutilityservices.com](mailto:Mike@eosutilityservices.com)>

**007571**



**Cc:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>

**Subject:** account Statements

Mike, it was good to talk to you yesterday and I certainly appreciate all your hard work in Uniontown.

Do you keep any type accounting and /or bank statements on the water and /or sewer in Uniontown. If so, I would like a copy of the last 6 months.

If you have any questions, please contact me.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

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**007572**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)  
**Cc:** "Robert White"  
**Subject:** RE: account Statements  
**Date:** Wednesday, August 28, 2019 3:27:00 PM

---

Thanks, Mike!

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com) <[mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)>  
**Sent:** Wednesday, August 28, 2019 2:19 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Cc:** 'Robert White' <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>  
**Subject:** RE: account Statements

Allen

I will get those together for you.

Thanks  
Mike

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Wednesday, August 28, 2019 1:26 PM  
**To:** 'Mike@eosutilityservices.com' <[Mike@eosutilityservices.com](mailto:Mike@eosutilityservices.com)>  
**Cc:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>  
**Subject:** account Statements

Mike, it was good to talk to you yesterday and I certainly appreciate all your hard work in Uniontown.

Do you keep any type accounting and /or bank statements on the water

**007573**



and /or sewer in Uniontown. If so, I would like a copy of the last 6 months.

If you have any questions, please contact me.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

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**007574**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)  
**Cc:** [Rob White](#)  
**Subject:** RE: account Statements  
**Date:** Thursday, August 29, 2019 10:27:00 AM

---

Thanks Mike!!!

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com) <[mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)>  
**Sent:** Thursday, August 29, 2019 7:26 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Cc:** Rob White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>  
**Subject:** RE: account Statements

Allen

Attached are the bank statements for 2019 and my excel spreadsheet for the Operations Account.

Thanks  
Mike

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Wednesday, August 28, 2019 1:26 PM  
**To:** 'Mike@eosutilityservices.com' <[Mike@eosutilityservices.com](mailto:Mike@eosutilityservices.com)>  
**Cc:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>  
**Subject:** account Statements

Mike, it was good to talk to you yesterday and I certainly appreciate all your hard work in Uniontown.

Do you keep any type accounting and /or bank statements on the water

**007575**



and /or sewer in Uniontown. If so, I would like a copy of the last 6 months.

If you have any questions, please contact me.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

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**007576**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)  
**Subject:** RE: advertisement for bid on 3rd party management  
**Date:** Thursday, February 27, 2020 9:37:00 AM

---

Great, I'll call you after 2:30 if it's ok.

*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)

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---

**From:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com) <[mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)>  
**Sent:** Thursday, February 27, 2020 8:36 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** RE: advertisement for bid on 3rd party management

I am available later this afternoon

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Thursday, February 27, 2020 8:33 AM  
**To:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)  
**Subject:** RE: advertisement for bid on 3rd party management

Mike, I am reviewing and editing the advertisement now. I will be finishing it today and return to them to run in the newspaper.

I would like to discuss the change from City to Board today if you are available sometime.

**007577**



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)

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---

**From:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com) <[mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)>  
**Sent:** Thursday, February 27, 2020 8:30 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** RE: advertisement for bid on 3rd party management

Allen

Is the Board almost ready to start advertising?

Thank you  
Mike

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Friday, February 21, 2020 10:56 AM  
**To:** David Norton <[davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)>; Prince Chestnut <[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)>  
**Cc:** 'mike@eosutilityservices.com' <[Mike@eosutilityservices.com](mailto:Mike@eosutilityservices.com)>  
**Subject:** RE: advertisement for bid on 3rd party management

David, great, I will turn it around quickly.

Thanks,

**007578**



*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)

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---

**From:** David Norton <[davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)>  
**Sent:** Friday, February 21, 2020 10:54 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>; Prince Chestnut <[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)>  
**Cc:** 'mike@eosutilityservices.com' <[Mike@eosutilityservices.com](mailto:Mike@eosutilityservices.com)>  
**Subject:** Re: advertisement for bid on 3rd party management

Allen,

It is just about ready. I will make sure to get it to you for your feedback before we do anything on it.

I'm not sure if the Waterworks and Sewer Board of the City of Uniontown will want to publish it in the newspaper or just do a public bulletin board posting and direct mail to the likely bidders considering their current situation.

The statute below provides that they have a choice:

**Alabama Statutes**  
**Title 41. STATE GOVERNMENT**  
**Chapter 16. PUBLIC CONTRACTS**  
**Article 2. Competitive Bidding on Public Contracts Generally**  
*Current through the 2019 Regular and Special Sessions*

§ 41-16-24. Advertisement for and solicitation of bids; opening of bids;

**007579**



public inspection; reverse auction procedures; certain partial contracts void

- (a)
  - (1) The Purchasing Agent shall advertise for sealed bids on all purchases in excess of the competitive bid limit as established in Section [41-16-20](#) by posting notice thereof on a bulletin board maintained outside the office door or by publication of notice thereof, one time, in a newspaper published in Montgomery County, Alabama, or in any other manner, for such lengths of time as the Purchasing Agent may determine. The Purchasing Agent shall also solicit sealed bids or bids to be submitted by reverse auction procedure by notifying all Alabama persons, firms, or corporations who have filed a request in writing that they be listed for solicitation on bids for the particular items set forth in the request and the other persons, firms, or corporations the Purchasing Agent deems necessary to insure competition. If any person, firm, or corporation whose name is listed fails to respond to any solicitation for bids after the receipt of three solicitations, the listing may be cancelled by the Purchasing Agent.
  - (2) A Purchasing Agent may enter into a contract for purchases if a newspaper to which an advertisement for purchases did not publish the advertisement if the Purchasing Agent can provide proof that it in good faith submitted the advertisement to the newspaper with instructions to publish the notice in accordance with this section.
- (b) All bids, except as provided in subsection (d), shall be sealed when received, shall be opened in public at the hour stated in the notice, and all original bids together with all documents pertaining to the award of the contract shall be retained in accordance with a retention period established by the State Records Commission and shall be open to public inspection.
- (c) If the purchase or contract will involve an amount of the competitive bid limit as established in Section [41-16-20](#) or less, the Purchasing Agent may make the purchases or contracts either upon the basis of sealed bids, reverse auction procedure, or in the open market.
- (d) For purposes of this article, a reverse auction procedure includes either of the following:
  - (1) A real-time bidding process usually lasting less than one hour and taking place at a previously scheduled time and Internet location, in which multiple anonymous suppliers submit bids to provide the designated goods or services.
  - (2) A bidding process usually lasting less than two weeks and taking place during a previously scheduled period and at a previously scheduled Internet location, in which multiple anonymous suppliers submit bids to provide the designated goods or services.
- (e) No purchase or contract involving an amount in excess of the competitive



bid limit as established in Section [41-16-20](#) shall be divided into parts involving amounts of the competitive bid limit as established in Section [41-16-20](#) or less for the purpose of avoiding the requirements of this article. All such partial contracts involving the competitive bid limit as established in Section [41-16-20](#) or less shall be void.

Cite as Ala. Code § 41-16-24 (1975)

**History.** Amended by [Act 2014-373, §1](#), eff. 7/1/2014.

Acts 1957, No. 343, p. 452, §6; Acts 1961, No. 870, p. 1365; Acts 1976, No. 751, p. 1032, §4; Acts 1983, No. 83-773, p. 1414, §1; Acts 1989, No. 89-687, p. 1351, §2; Acts 1994, No. 94-207, p. 270, §1; Act 2006-107, p. 152, §1; [Act 2009-763, p. 2310, §1](#).

David B. Norton  
Attorney at Law  
1000 Water Avenue  
Selma, Alabama 36701  
(334) 874-4400  
(334) 431-5171 (fax)  
email: [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)

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**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Friday, February 21, 2020 10:13 AM  
**To:** Prince Chestnut  
**Cc:** David Norton ; 'mike@eosutilityservices.com'  
**Subject:** advertisement for bid on 3rd party management

**007581**



Prince, what is the status of the advertisement for Bid on the management firm? I need time to review before the board approves and it is put in the paper.

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)

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**007582**



**007583**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Baker, Shelley - RD, Montgomery, AL](#)  
**Subject:** Re: Allentown Water Project  
**Date:** Wednesday, June 5, 2019 9:16:34 AM  
**Attachments:** [image008.png](#)  
[image009.png](#)  
[image010.png](#)  
[image011.png](#)  
[image012.png](#)  
[image013.png](#)  
[image014.png](#)  
[image016.png](#)  
[image017.png](#)  
[image019.png](#)  
[image020.png](#)  
[image021.png](#)

---

Shelley, we need to expand on it . I will call you to discuss!

---

**From:** "Baker, Shelley - RD, Montgomery, AL" <[shelley.baker@usda.gov](mailto:shelley.baker@usda.gov)>  
**Date:** Tuesday, June 4, 2019 at 1:53:17 PM  
**To:** "Beeker, Chris - RD, Montgomery, AL" <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>, "Taylor, Barry - RD, Montgomery, AL" <[barry.taylor@usda.gov](mailto:barry.taylor@usda.gov)>, "Bowen, Allen - RD, Montgomery, AL" <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** RE: Allentown Water Project

I have included Uniontown but it may need to be expanded to include more detail about the issues they were facing and some of the meetings we had with them to help them with the issues.

Shelley Baker  
USDA RURAL DEVELOPMENT  
Community Programs  
State Loan Technician  
4121 Carmichael Road, Suite 601  
Montgomery, Alabama 36106-3683  
Voice Direct 334-279-3429  
Fax 855-304-8457  
[Shelley.baker@usda.gov](mailto:Shelley.baker@usda.gov)

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**From:** Beeker, Chris - RD, Montgomery, AL  
**Sent:** Tuesday, June 4, 2019 1:38 PM  
**To:** Baker, Shelley - RD, Montgomery, AL <[shelley.baker@usda.gov](mailto:shelley.baker@usda.gov)>; Taylor, Barry - RD, Montgomery, AL <[barry.taylor@usda.gov](mailto:barry.taylor@usda.gov)>; Bowen, Allen - RD, Montgomery, AL

**007584**



<allen.bowen@usda.gov>

**Subject:** FW: Allentown Water Project

FYI, see below and I'm pretty sure they are talking about Uniontown.

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
[www.rd.usda.gov](http://www.rd.usda.gov) "Committed to the future of rural communities"

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**From:** Kaihlanen, Darren - RD, Washington, DC  
**Sent:** Tuesday, June 4, 2019 1:32 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>  
**Cc:** Jackson, Tonja - RD, Washington, DC <[tonja.jackson@usda.gov](mailto:tonja.jackson@usda.gov)>  
**Subject:** Allentown Water Project

Mr. Beeker,

Good afternoon. In regards to the current 2018 Environmental Justice report, Dr. Paylor is recommending the Allentown Water Project to be specifically included in the Alabama report. The attached docs are for your convenience.

If you have any questions or concerns, please feel free to contact me directly.

Respectfully,

Darren G. Kaihlanen  
Equal Opportunity Specialist  
Rural Development Business Center  
United States Department of Agriculture  
1400 Independence Ave., S.W.  
Washington, DC 20250  
Phone: 405.446.2619 (voice/text)  
Fax: 202.692.0203  
[www.rd.usda.gov](http://www.rd.usda.gov)

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**007585**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [cityofuniontown@outlook.com](#); [Beeker, Chris - RD, Montgomery, AL](#); [Gordon, Nivory - RD, Camden, AL](#); [chestnutlawfirm@gmail.com](#); [Jamaal Hunter](#); [alfredawashington@hotmail.com](#)  
**Subject:** Re: City of Uniontown  
**Date:** Thursday, April 18, 2019 8:16:47 AM

---

I agree that we cancel and reschedule, I really want this meeting to be a face to face meeting.

Thanks

---

**From:** "cityofuniontown@outlook.com" <[cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)>  
**Date:** Wednesday, April 17, 2019 at 10:37:11 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>, "Beeker, Chris - RD, Montgomery, AL" <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>, "Gordon, Nivory - RD, Camden, AL" <[nivory.gordon@usda.gov](mailto:nivory.gordon@usda.gov)>, "chestnutlawfirm@gmail.com" <[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)>, "Jamaal Hunter" (b) (6) <[\(b\) \(6\)@gmail.com](mailto:(b) (6)@gmail.com)>, (b) (6) <[\(b\) \(6\)@hotmail.com](mailto:(b) (6)@hotmail.com)>  
(b) (6) <[\(b\) \(6\)@hotmail.com](mailto:(b) (6)@hotmail.com)>  
**Subject:** City of Uniontown

Hey All,

With the threat of severe weather, I want to suggest we either reschedule tomorrow's 2pm meeting or hold via conference call using a dial in I can provide.

Please provide your thoughts about my suggestion.

Best,

Emefa  
334-663-1334  
Sent from my iPhone

**007586**



From: Rose Norwood, RD, Camden, AL <rose.norwood@usda.gov>  
To: rose.norwood@usda.gov  
Cc: rose.norwood@usda.gov  
Subject: Re: City of Urencia  
Date: Thursday, January 10, 2020 3:28:43 PM

Thanks!!!!

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From: Norwood, Rose - RD, Camden, AL <rose.norwood@usda.gov>  
Sent: Thursday, January 13, 2020 3:00:36 PM  
To: Norwood, Rose - RD, Camden, AL <rose.norwood@usda.gov>  
Cc: Dikshay Navey - RD, Camden, AL <navey.dikshay@usda.gov>  
Subject: City of Urencia

As per your request, see attachments.

Rose Norwood  
Area Specialist  
Camden Rural Development  
United States Department of Agriculture  
351 Depot Street  
Camden, AL 36726  
(334-652-4176 Ext. 815)  
(855-846-7764 (Toll Free))  
<mailto:rose.norwood@usda.gov>

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or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 696-7442 or email at [program.adjudic@usda.gov](mailto:program.adjudic@usda.gov).

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-----Original Message-----

From: ALCAMDEN-RD@rose.usda.gov <ALCAMDEN-RD@rose.usda.gov>

Sent: Thursday, February 11, 2020 4:42 PM

To: Norwood, Rose - RD, Camden, AL <rose.norwood@usda.gov>

Subject: Send data from MPP1100004 RE:13/01/2014-01

Scanned from MPP1100004

Date: 02/13/2020 14:43

Pages: 10

Resolution: 200x200 DPI

007587



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Anderson, Emily D](#)  
**Subject:** Re: Eco Water Technologies  
**Date:** Monday, October 21, 2019 11:24:01 AM

---

I will try to sent it from my laptop later today.

Thanks

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---

**From:** Anderson, Emily D <EDAnderson@adem.alabama.gov>  
**Sent:** Monday, October 21, 2019 10:12:15 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>; Michael Baumgartner <mbaumgartner@alruralwater.com>  
**Subject:** RE: Eco Water Technologies

I didn't get the attachment. The only time I won't be available tomorrow is from 11:00-1:00.

Emily

---

**From:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Sent:** Monday, October 21, 2019 10:09 AM  
**To:** Michael Baumgartner <mbaumgartner@alruralwater.com>; Anderson, Emily D <EDAnderson@adem.alabama.gov>  
**Subject:** Fwd: Eco Water Technologies

Look at this PowerPoint and I would like to discuss with you tomorrow if possible,

Thanks!

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---

**From:** Bevin A. Beaudet, PE (b) (6) <[REDACTED]@gmail.com>  
**Sent:** Saturday, October 19, 2019 8:26:03 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Cc:** beneaton (b) (6) <[REDACTED]@bellsouth.net>; Scott Worley (b) (6) <[REDACTED]@ecowwc.com>  
**Subject:** Re: Eco Water Technologies

Mr. Bowen. To correct the record my previous email was referring to Uniontown, AL, not Indiantown. I am deeply embarrassed about this mistake, as I knew full well the correct name of the city since I've been communicating with Mr. Eaton about his wastewater issues for some time. I sent the email after towing my RV 8-hours nearly non-stop yesterday and hope you will forgive my "senior moment".

Thank you

Bevin

**007588**



> On Oct 18, 2019, at 9:07 PM, Bevin A. Beaudet, PE <(b) (6) @gmail.com> wrote:  
>  
> Dear Mr. Bowen: Mr. Ben Eaton of Indiantown gave me your name and contact info. I am a water/wastewater engineer with 45 years experience, 22 years as Director of Utilities for Palm Beach County Florida. I also serve on the board of ECO Water Technologies, a start up company with a very unique wastewater treatment process. Our process competes successfully with membrane bio reactors at much less capital and operating cost We have discussed this process with Mr. Eaton as a much more cost effective option than those analyzed by the engineer who recommended a 20-mile pipeline as Indiantown's solution. Our process is also much simpler to operate than MBR.  
>  
> Our system has passed its proof of concept and we are ready to install a full size prototype at a utility. Given that this prototype would be our first full size operational unit, we are prepared to enter into a favorable financial arrangement in order to implement it, and provide significant technical support.  
>  
> Our CEO, Scott Worley, and I would like to speak with you by telephone early next week if you are available. We are available all day Monday and Tuesday afternoon if that works for you. Otherwise let us know when you can take the call and we will accommodate your schedule.  
>  
> Attached is a Powerpoint which describes the system. When we present it, we describe technical details verbally. We have much more detailed technical data we can share with you if requested.  
>  
> I look forward to speaking with you soon.  
>  
> <Eco Water Technologies - Power point.pdf>  
>  
>  
> Bevin A. Beaudet, P.E.

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**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)  
**Subject:** Re: Extension Agreement  
**Date:** Wednesday, January 29, 2020 4:27:28 PM

---

Thanks, I appreciate your efforts!!!!

Allen

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---

**From:** cityofuniontown@outlook.com <cityofuniontown@outlook.com>  
**Sent:** Wednesday, January 29, 2020 3:25:53 PM  
**To:** Prince Chestnut <chestnutlaw@att.net>; John M. Gibbs <jgibbs@gibbsandsellers.com>; Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>; (b) (6) @yahoo.com  
(b) (6) @yahoo.com>  
**Subject:** Extension Agreement

Please find attached a copy of the executed contract extension between the City of Uniontown and EOS.

Best,

Emefa

**007590**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [LeFleur, Lance R](#)  
**Subject:** Re: Re: Uniontown – BWRK and BBC Request for Intervention  
**Date:** Wednesday, June 5, 2019 10:54:57 AM

---

Thanks!

---

**From:** "LeFleur, Lance R" <[llefleur@adem.alabama.gov](mailto:llefleur@adem.alabama.gov)>  
**Date:** Wednesday, June 5, 2019 at 9:19:13 AM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** FW: Re: Uniontown - BWRK and BBC Request for Intervention

Allen

The first document is ADEM's objection to BWRK & BBC Intervening that we discussed yesterday. The other documents which are from BWRK & BBC, you may already have.

Lance

---

**From:** Blanton, Carrie T  
**Sent:** Wednesday, June 05, 2019 7:21 AM  
**To:** LeFleur, Lance R <[llefleur@adem.alabama.gov](mailto:llefleur@adem.alabama.gov)>  
**Subject:** Re: Uniontown - BWRK and BBC Request for Intervention

Lance,

I have attached ADEM's Objection to Intervention as requested. I have also attached Eva's request to intervene in case you wanted to see the two side-by-side. By the way, Judge Wiggins (who is assigned to this case) has been temporarily suspended.

Let me know if there is anything else you need.

- Carrie

Carrie T. Blanton



Assistant Attorney General  
Alabama Department of Environmental Management  
Post Office Box 301463  
Montgomery, Alabama 36130-1463  
(334) 394-4357/office  
[carrie.blanton@adem.alabama.gov](mailto:carrie.blanton@adem.alabama.gov)  
[www.adem.alabama.gov](http://www.adem.alabama.gov)

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**007591**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Taylor, John - RD, Montgomery, AL](#)  
**Subject:** Re: Shareholders meeting  
**Date:** Thursday, September 19, 2019 12:27:47 PM

---

Thanks

---

**From:** "Taylor, John - RD, Montgomery, AL" <[john.taylor@usda.gov](mailto:john.taylor@usda.gov)>  
**Date:** Thursday, September 19, 2019 at 11:27:05 AM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** RE: Shareholders meeting

You did.

John E. Taylor. P.E.  
Alabama State Engineer & SEC  
USDA Rural Development  
4121 Carmichael Rd. STE 601  
Montgomery, AL 36106  
334-279-3475

Note: My e-mail address has changed to have no state designation. Please update your contacts.  
The old email address is still functional as of now as an alias.

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Thursday, September 19, 2019 11:24 AM  
**To:** Taylor, John - RD, Montgomery, AL <[john.taylor@usda.gov](mailto:john.taylor@usda.gov)>  
**Subject:** Re: Shareholders meeting

Thanks, that's as good as remembering!

Who sent the invite?

---

**From:** "Taylor, John - RD, Montgomery, AL" <[john.taylor@usda.gov](mailto:john.taylor@usda.gov)>  
**Date:** Thursday, September 19, 2019 at 11:21:08 AM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** RE: Shareholders meeting

Remember? No. June 10, 2019 found on calendar.

John E. Taylor. P.E.  
Alabama State Engineer & SEC  
USDA Rural Development  
4121 Carmichael Rd. STE 601

**007592**



Montgomery, AL 36106

334-279-3475

Note: My e-mail address has changed to have no state designation. Please update you contacts.

The old email address is still functional as of now as an alias.

---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>

**Sent:** Thursday, September 19, 2019 11:18 AM

**To:** Taylor, John - RD, Montgomery, AL <[john.taylor@usda.gov](mailto:john.taylor@usda.gov)>

**Subject:** Shareholders meeting

John do you remember the date of our last meeting with the uniontown group?

Thanks

**007593**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Beeker, Chris - RD, Montgomery, AL](#)  
**Subject:** Re: Uniontown Alternative Funding Proposal  
**Date:** Wednesday, February 6, 2019 10:12:55 PM

---

I did but I always double check myself

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Date:** Wednesday, February 6, 2019 at 9:06:57 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Subject:** Re: Uniontown Alternative Funding Proposal

You mean to tell me you can't do that in your head?

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
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---

**From:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Date:** Wednesday, February 6, 2019 at 7:59:10 PM  
**To:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** Re: Uniontown Alternative Funding Proposal

I'll have crunch the numbers, it will make the rates increase but not sure how much yet!

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Date:** Wednesday, February 6, 2019 at 5:24:17 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>, "Hale, Stan - RD, Montgomery, AL" <[Stan.Hale@al.usda.gov](mailto:Stan.Hale@al.usda.gov)>  
**Subject:** Fwd: Uniontown Alternative Funding Proposal

Here is what the Governor's office is proposing. Please let me know what u think, and let's discuss tomorrow.

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
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**007594**



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**From:** "Allen, Baker" <[Baker.Allen@governor.alabama.gov](mailto:Baker.Allen@governor.alabama.gov)>

**Date:** Wednesday, February 6, 2019 at 5:13:07 PM

**To:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>

**Subject:** Uniontown Alternative Funding Proposal

Good Afternoon Chris,

Below is an outline of the alternative funding proposal for the Uniontown project. The below scenario assumes the sewer and water utilities are combined and formed into an independent board.

**Alternative Funding for USDA Project**

- Below is a proposed alternative source of funding for the \$3,562,000 requested by Uniontown.
  - i) \$350,000 CDBG
  - ii) \$3,212,000 from a combination of a de facto grant and a loan through the state revolving funding which is housed at ADEM.
    - \$500,000 in loan forgiveness, a de facto grant.
    - \$2,740,000 30-year state revolving fund loan
      - While Uniontown only needs \$2,712,500 in funding, fees associated with the loan would bring the loan up to \$2,740,000.
      - The code, 22-34-11C and 22-23B-8C, would need to be amended to align with the federal law which allows distressed communities to take a 30-year loan. By statute, Alabama caps itself to a maximum of a 20-year loan.

\*Under a 30-year loan, the highest estimated annual debt service payment would be \$126,375. A 20-year loan's highest estimated annual debt service payment would be \$170,445

Sincerely,

M. Baker Allen  
Office of Governor Kay Ivey  
Economic Policy Advisor

**007595**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Beeker, Chris - RD, Montgomery, AL](#); [Fry, Brantley \(Jones\)](#)  
**Subject:** Re: Uniontown Update  
**Date:** Monday, May 6, 2019 3:15:31 PM  
**Attachments:** [image001.png](#)  
[USDA In Youtube](#)  
[gov delivery](#)  
[USDA In Flickr](#)  
[USDA RSS Feeds](#)  
[USDA In Twitter](#)  
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Chris/Brantley, we have made good progress with the Uniontown sewer project lately. The Bylaws and Articles of the Utilities Board have been written, reviewed and concurred with by RD. They should be files this week. The new board members have been appointed and RD staff and Alabama Rural Water have met with them. Once the Board is official, this week, ARWA will schedule a six hour board member training session with them. Transfer of assets and liabilities can also begin. Service rules and regulations will be written and advertisement for 3rd party management as required by RD can begin. When we have completed these processes we hope that the rehab, repair and replacement of the collection system can get started.

If you have any questions please contact me!

Thanks

Allen

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>  
**Date:** Monday, May 6, 2019 at 1:11:10 PM  
**To:** "Fry, Brantley (Jones)" <[Brantley\\_Fry@jones.senate.gov](mailto:Brantley_Fry@jones.senate.gov)>  
**Cc:** "Bowen, Allen - RD, Montgomery, AL" <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** Re: Uniontown Update

Brantley- I will try to call you later this afternoon to discuss. In the meantime, I've copied Allen Bowen our Program Director and have asked him to send you an e-mail with the latest updates we have on the project.

Thanks,

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
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**007596**



**From:** "Fry, Brantley (Jones)" <[Brantley\\_Fry@jones.senate.gov](mailto:Brantley_Fry@jones.senate.gov)>  
**Date:** Monday, May 6, 2019 at 12:57:30 PM  
**To:** "Beeker, Chris - RD, Montgomery, AL" <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>  
**Subject:** Uniontown Update

Chris,

I hope all's well with you. I have been meaning to touch base with you for some time and apologize for not doing so sooner. Do you have an update on the Uniontown wastewater grant situation? Please let me know if it's easier to discuss by phone. I can be available this afternoon between now and 1:40 and between 3:30 - 6:00. My cell (b) (6) is the best way to reach me.

Many thanks,  
Brantley

**Brantley Fry**  
State Director  
Senator Doug Jones  
Vance Federal Building  
1800 Fifth Avenue, North  
Birmingham, AL 35203  
Phone: 205-731-1500  
[brantley\\_fry@jones.senate.gov](mailto:brantley_fry@jones.senate.gov)  
[jones.senate.gov](http://jones.senate.gov)





**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [cityofuniontown@outlook.com](#); [Prince Chestnut](#); [Gordon, Nivory - RD, Camden, AL](#); [John M. Gibbs](#)  
**Cc:** [Jamaal Hunter](#)  
**Subject:** Re: Uniontown  
**Date:** Saturday, February 8, 2020 8:02:13 AM

---

Thanks! Please provide me a copy for my review and approval prior to execution!

Thanks!!!!

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---

**From:** cityofuniontown@outlook.com <cityofuniontown@outlook.com>  
**Sent:** Friday, February 7, 2020 6:57:49 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>; Prince Chestnut <chestnutlaw@att.net>; Gordon, Nivory - RD, Camden, AL <nivory.gordon@usda.gov>; John M. Gibbs <jgibbs@gibbsandsellers.com>  
**Cc:** Jamaal Hunter <(b) (6)@gmail.com>  
**Subject:** RE: Uniontown

Good Evening,

I have provided a draft of the contract transfer letter and a copy of the properties to the City Attorney, John Gibbs. Please advise if there is anything else I need to do.

Best,

Emefa

Sent from [Mail](#) for Windows 10

---

**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Sent:** Friday, February 7, 2020 8:17 AM  
**To:** [Prince Chestnut](#); [Emefa Butler](#); [Ed Morris](#); [Robert White](#)  
**Cc:** [Hale, Stan - RD, Montgomery, AL](#); [Gordon, Nivory - RD, Camden, AL](#); [Beeker, Chris - RD, Montgomery, AL](#); [\(b\) \(6\)](#); [Mike@eosutilityservices.com](#)  
**Subject:** Uniontown

All, I need updates on where we are on the progress of the Uniontown sewer project. Would the appropriate persons respond to the following questions.

1. Where are we on the transfer of property?
2. If the transfer of property(real estate and infrastructure primarily)

**007598**



is going to take some time, is it possible that the operation and management of the water and sewer can be transferred to the Utilities Board and the City execute the assignment of contract? (Prince you will need to discuss this issue with the EOS attorney.)

3. What is the status of the preparation of the assignment of the EOS contract?
4. What is the status of the advertisement for bids on the management contract? RD will need to review that entire document prior to it being submitted to the Board for approval.
5. Are all the Cage codes etc. that RD needs to begin processing the transfer of the loans and grants current in the name of the City to the Board in place and submitted to RD?
6. The transfer of ALL funds in the various bank accounts will require that the current accounts be closed and new accounts as required by RD opened and any and all funds deposited into those accounts. What ever approvals by the Town is required to expediate those transfers need to be prepared and properly approved and executed.

I am sure that I probably have over looked something so if anyone has anything to add please do so.

It is very important that we all work together to get this transfer completed so that this project can be started for the people of Uniontown. The funds that have been committed by RD and other sources will not be available for forever so we are racing the clock.

If we all need to meet and discuss these issues as well as others, I am available.

If you have any questions, please contact me.

Thanks,

**007599**



*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

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**007600**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Beeker, Chris - RD, Montgomery, AL](#)  
**Subject:** Re: Uniontown  
**Date:** Friday, June 7, 2019 1:44:30 PM  
**Attachments:** [USDA Logo](#)  
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[USDA In Flickr](#)  
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[USDA In Youtube](#)

---

Ok!!!! Have good one!!!!!!

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>  
**Date:** Friday, June 7, 2019 at 12:40:51 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** Re: Uniontown

He's says he's talking to (b) (6) about the shortage. I have a call into Mike Smith about it as well. Just remind me and I should have more info about it Monday morning.

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
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**From:** "Bowen, Allen - RD, Montgomery, AL" <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Date:** Friday, June 7, 2019 at 12:22:05 PM  
**To:** "Beeker, Chris - RD, Montgomery, AL" <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>  
**Subject:** Re: Uniontown

That leaves us a little short. We have a plan for that?

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>  
**Date:** Friday, June 7, 2019 at 12:18:17 PM

**007601**



**To:** "Bowen, Allen - RD, Montgomery, AL" <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** Re: Uniontown

We have gotten \$3 million of it and should have something from Sen Singleton on where it's coming from, or how it's coming.

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
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**From:** "Bowen, Allen - RD, Montgomery, AL" <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Date:** Friday, June 7, 2019 at 10:55:44 AM  
**To:** "Beeker, Chris - RD, Montgomery, AL" <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>  
**Subject:** Uniontown

Chris, as you know we have a meeting with the stakeholders on the Uniontown project Monday at 1pm. One of the questions that we will surely have to address is the remaining funding.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007602**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Hale, Stan - RD, Montgomery, AL](#)  
**Subject:** Re: Uniontown  
**Date:** Thursday, May 16, 2019 9:57:54 AM

---

I did

---

**From:** "Hale, Stan - RD, Montgomery, AL" <[stan.hale@usda.gov](mailto:stan.hale@usda.gov)>  
**Date:** Thursday, May 16, 2019 at 8:49:30 AM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** RE: Uniontown

Did you respond to this email from Chris?

Stan B. Hale  
USDA RURAL DEVELOPMENT  
Community Programs  
State Loan Specialist  
4121 Carmichael Road, Suite 601  
Montgomery, Alabama 36106-3683  
Voice Direct 334-279-3616  
Fax 855-304-8457  
[stan.hale@usda.gov](mailto:stan.hale@usda.gov)

---

**From:** Beeker, Chris - RD, Montgomery, AL  
**Sent:** Wednesday, May 15, 2019 5:59 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Cc:** Baker, Shelley - RD, Montgomery, AL <[shelley.baker@usda.gov](mailto:shelley.baker@usda.gov)>; Hale, Stan - RD, Montgomery, AL <[stan.hale@usda.gov](mailto:stan.hale@usda.gov)>  
**Subject:** Uniontown

I need to get Sen Bobby Singleton a description of the Uniontown project and a breakdown of the money. He wants to present that to budget committee and let them know why we need the matching funds. Also, he's been asking for \$3million, but I told him it's \$3.7, isn't that right?

**007603**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Beeker, Chris - RD, Montgomery, AL](#)  
**Subject:** Re: Uniontown  
**Date:** Wednesday, February 6, 2019 3:50:57 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

---

What time is Alan Baker call?

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Date:** Wednesday, February 6, 2019 at 2:50:00 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Subject:** RE: Uniontown

Ok get Shelly to set it up any time after lunch that works for both of us.

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
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**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Wednesday, February 6, 2019 2:46 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** Re: Uniontown

Lance said anytime tomorrow before 3:30.

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Date:** Wednesday, February 6, 2019 at 2:39:53 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Subject:** RE: Uniontown

Yes

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106

**007604**



Phone: 334-279-3402 | Fax: 855-304-8456  
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**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Wednesday, February 6, 2019 2:38 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** Re: Uniontown

Ok I will call lance and see when he is available tomorrow. You need me on Baker call?

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Date:** Wednesday, February 6, 2019 at 2:33:00 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Subject:** RE: Uniontown

We just need to have one before Friday am. Also, Baker Allen wants to talk to me today.

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
[www.rd.usda.gov](http://www.rd.usda.gov) "Committed to the future of rural communities"

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---

**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Wednesday, February 6, 2019 2:09 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** Re: Uniontown

Thursday conference call?

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Date:** Wednesday, February 6, 2019 at 1:45:08 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Subject:** FW: Uniontown

**007605**



See below, and we need to send out a invite for a conference call with; You, me, Lance, and Mike smith before our meeting Friday am. Will you ask lance when he would be available for the call?

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
[www.rd.usda.gov](http://www.rd.usda.gov) "Committed to the future of rural communities"

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---

**From:** Allen, Baker <[Baker.Allen@governor.alabama.gov](mailto:Baker.Allen@governor.alabama.gov)>  
**Sent:** Wednesday, February 6, 2019 1:24 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** Uniontown

Good Afternoon Chris,

Do you have time to discuss Uniontown this afternoon?

Sincerely,

M. Baker Allen  
Office of Governor Kay Ivey  
Economic Policy Advisor

**007606**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Beeker, Chris - RD, Montgomery, AL](#)  
**Subject:** Re: Uniontown  
**Date:** Wednesday, February 6, 2019 3:50:32 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

---

Ok

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Date:** Wednesday, February 6, 2019 at 2:50:00 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Subject:** RE: Uniontown

Ok get Shelly to set it up any time after lunch that works for both of us.

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
[www.rdi.usda.gov](http://www.rdi.usda.gov) "Committed to the future of rural communities"

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---

**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Wednesday, February 6, 2019 2:46 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** Re: Uniontown

Lance said anytime tomorrow before 3:30.

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Date:** Wednesday, February 6, 2019 at 2:39:53 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Subject:** RE: Uniontown

Yes

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106

**007607**



Phone: 334-279-3402 | Fax: 855-304-8456  
[www.rd.usda.gov](http://www.rd.usda.gov) "Committed to the future of rural communities"

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---

**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Wednesday, February 6, 2019 2:38 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** Re: Uniontown

Ok I will call lance and see when he is available tomorrow. You need me on Baker call?

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Date:** Wednesday, February 6, 2019 at 2:33:00 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Subject:** RE: Uniontown

We just need to have one before Friday am. Also, Baker Allen wants to talk to me today.

Chris Beeker III  
State Director | Alabama State Office  
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U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
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---

**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Wednesday, February 6, 2019 2:09 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** Re: Uniontown

Thursday conference call?

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Date:** Wednesday, February 6, 2019 at 1:45:08 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Subject:** FW: Uniontown

007608



See below, and we need to send out a invite for a conference call with; You, me, Lance, and Mike smith before our meeting Friday am. Will you ask lance when he would be available for the call?

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
[www.rd.usda.gov](http://www.rd.usda.gov) "Committed to the future of rural communities"

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---

**From:** Allen, Baker <[Baker.Allen@governor.alabama.gov](mailto:Baker.Allen@governor.alabama.gov)>  
**Sent:** Wednesday, February 6, 2019 1:24 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** Uniontown

Good Afternoon Chris,

Do you have time to discuss Uniontown this afternoon?

Sincerely,

M. Baker Allen  
Office of Governor Kay Ivey  
Economic Policy Advisor

**007609**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [\(b\) \(6\)](#); [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com); [Jamaal Hunter](#)  
**Cc:** [Robert White](#); [Joyce Banks](#); [\(b\) \(6\)](#); [yahoo.com](#)  
**Subject:** Re: Uniontown  
**Date:** Wednesday, March 4, 2020 10:38:46 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

---

[\(b\) \(6\)](#), there may be need for a new account in the future, but right now we needed to complete the transfer from city to the Board of existing accounts.

Thanks

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007610



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Emefa Butler](#); [Robert White](#)  
**Cc:** [chestnutlawfirm@gmail.com](#); [Jamaal Hunter](#)  
**Subject:** Re: Utilities Board  
**Date:** Thursday, May 23, 2019 5:11:58 PM

---

Emefa, I'll double check with Rob but I believe we have determined that the board is properly form!

Thanks,

---

**From:** "Emefa Butler" <(b) (6)@outlook.com>  
**Date:** Thursday, May 23, 2019 at 3:44:33 PM  
**To:** "Robert White" <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>  
**Cc:** "Bowen, Allen - RD, Montgomery, AL" <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>, "[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)" <[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)>, "Jamaal Hunter" <(b) (6)@gmail.com>  
**Subject:** Re: Utilities Board

Rob,

Please provide details of the change to the Articles of Incorporation. It was my understanding that USDA approved the submission thus giving us permission prior to the Uniontown Visit to file the documents. (Attorney, please review and advise.)

The Utilities Board was established as of 04/30/2019.

The Water Department, Berneata Harris, can provide any reporting of existing water and sewage customer. E911 board will be able to provide the listing. I'll forward you contact for both parties in a separate email.

We can have a discussion with the City Clerk to compile such listing of assets and liabilities.

I think we should really focus on getting the board to the place they can have their initial training and first meeting as outlined in the discussion has in Uniontown. Thus some of the work being simultaneous.

Best,

Emefa

Sent from my iPhone

On May 21, 2019, at 5:57 PM, Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)> wrote:

Allen and Emefa,

Sorry for the delay in response to these emails. We've had meetings all day.

Anyhow, I wanted to drop a quick update to you both.

**007611**



We've been working on compiling the training material necessary to meet with the Board and hope to get that together for a training session in early June. Also, there was a question that came up with the Incorporation Papers that we have been working on getting answered. Good news! We got that answer today, and those documents should be good to go pending review of the response from the Secretary of State's office.

Emefa, if you have received those documents would you please send me a copy for my file? If not, let me know so I can reach out to the Secretary's office.

I'm going to put together an email update for the Board members for which I have emails with a brief update of the plan and to begin looking at selecting potential dates for the training session and resulting Board meeting. I will copy you both in that correspondence when I send it.

Emefa, I have a couple of additional requests.

1. Can you tell me the best way to get my hands on the E-911 addresses for all the residents of Uniontown? We'll probably need to get the same for any potential or existing customers of the sewer and water system.
2. We need to develop a plan for determining assets and liabilities for transfer to the Board from the City. Would you begin to think about organizing some reports that will assist us in that process?

That is all I have at present but will touch base soon with more info.

Thank you both for your efforts,

[!\[\]\(003082e50e3009141f59bd5df831749f\_img.jpg\)](#) [!\[\]\(f439ede8735757e3190eab35e168f1de\_img.jpg\)](#) **Rob White IV**

**Executive Director**

T: (334) 396-5511 | M: 

E: [rwhite@alruralwater.com](mailto:rwhite@alruralwater.com) | [www.alruralwater.com](http://www.alruralwater.com)

2576 Bell Road | Montgomery, AL 36117

[!\[\]\(4b7a79268f6ba26c1471d4232fffa85a\_img.jpg\)](#) [!\[\]\(87d978583253c9bde1db2d6dfafe8de0\_img.jpg\)](#) [!\[\]\(f35e6978c00a4669a23800ac9bf47246\_img.jpg\)](#) [!\[\]\(b3eed70cb1a77db2123a4d6964c89ec3\_img.jpg\)](#)

[!\[\]\(95b425611cbd2b8716a140cf67c81822\_img.jpg\)](#)



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Eason, Sarah - RD, Montgomery, AL](#)  
**Subject:** Transfer and assumption  
**Date:** Monday, April 6, 2020 2:24:00 PM

---

Sarah, what is the status of the transfer and assumption of the Uniontown loan and grants>

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)

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**007613**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Emefa Butler](#); [Jamaal Hunter](#); [Prince Chestnut](#); [Robert White](#); [Beeker, Chris - RD, Montgomery, AL](#); [\(b\) \(6\)](#); [Lutz, Daphne Y](#); [Ed Morris](#); [Gordon, Nivory - RD, Camden, AL](#); [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)  
**Subject:** Uniontown  
**Date:** Monday, March 2, 2020 9:56:04 AM

---

Unless there is some reason that we should not, the Board should take over responsibilities of the water and sewer operations today. I have notified EOS and ARWA to start all processes to accomplish that today.

Thanks everyone for their hard work and dedication to getting this accomplished so that we all can get to work on this project of providing the citizens of Uniontown safe clean drinking water and sanitary sewer in the very near future!!

There will be a few loose ends and challenges but if this print is going to be completed in a timely manner we need to move forward now.

EOS will continue to provide services as outlined in the contract and assignment agreements.

ARWA will work with the Board in assisting with the transfer from the City to the Board and meeting all requirements of the Letter of Conditions and Amended Letter of Conditions! They will also be working with the Board, Bank and City to transfer all bank accounts to the Board!

We will work together to achieve this goal I am sure!!!

Thanks

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**007614**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Robert White](#)  
**Subject:** Uniontown  
**Date:** Thursday, May 2, 2019 9:34:00 AM

---

Rob, have you reviewed the final draft of the by laws and do you have any issues with them as written?

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007615**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** (b) (6)  
**Subject:** Uniontown Bank accounts  
**Date:** Wednesday, February 19, 2020 2:52:00 PM

---

(b) (6), please call me when you get this message 334-279-3617.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007616**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Eva Dillard](#)  
**Cc:** [Robert White](#)  
**Subject:** Uniontown Water Sewer-BYLAWS (003).pdf  
**Date:** Wednesday, November 20, 2019 10:27:00 AM  
**Attachments:** [Uniontown Water Sewer-BYLAWS \(003\).pdf](#)

---

Eva, please find as you requested, the By Laws of the Utilities Board of the Town of Uniontown.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007617**



**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.



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Lutz, Daphne Y](#)  
**Subject:** Uniontown call  
**Date:** Tuesday, March 31, 2020 10:11:00 AM

---

Are we still having the call today?

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)

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**007622**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** ["mike@eosutilityservices.com"](mailto:mike@eosutilityservices.com)  
**Subject:** Uniontown  
**Date:** Thursday, September 26, 2019 12:24:00 PM

---

Mike, I would like to have a discussion on Uniontown when you are available.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007623**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Beeker, Chris - RD, Montgomery, AL](#)  
**Subject:** Uniontown  
**Date:** Tuesday, June 4, 2019 1:20:00 PM

---

Chris, any news on the state funds for the Uniontown project??

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007624**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** ["Becker, Chris - RD, Montgomery, AL \(Chris.Becker@al.usda.gov\)"](#)  
**Cc:** [Hale, Stan - RD, Montgomery, AL](#); [Taylor, John - RD, Montgomery, AL](#)  
**Subject:** Uniontown  
**Date:** Friday, February 8, 2019 3:04:00 PM  
**Attachments:** [image001.png](#)  
[image003.png](#)  
[image004.png](#)

---

Chris, here is the breakdown of project cost and funding amounts and sources as per your request.

If you have any questions, please contact me.

### **Exhibit A Project Cost**

| Project Cost Item         | User Desc                    | Item Cost  |
|---------------------------|------------------------------|------------|
| Legal Services            | To form a utilities board    | 10,000     |
| Land & Rights             |                              | 80,000     |
| Equipment                 |                              | 130,000    |
| Other                     | Electrical Service           | 50,000     |
| Other                     | ALDOT Permit                 | 80,000     |
| Other                     | ADEM Permit                  | 12,650     |
| Other                     | Advertising                  | 18,710     |
| Other                     | Railroad Fees                | 45,000     |
| Eng - Additional Services | Permits: WWTP, SW, DOT       | 16,500     |
| Eng - Additional Services | Property Surveying           | 64,800     |
| Eng - Additional Services | Geotechnical                 | 15,000     |
| Eng - Inspection          |                              | 559,300    |
| Eng - Design              | Including Civil & Electrical | 1,938,140  |
| Eng - PreDevelopment      |                              | 263,500    |
| Contingencies             |                              | 2,542,400  |
| Development               | Forcemain to Demopolis       | 15,241,000 |
| Development               | Collection System Repair     | 10,183,000 |

Total Project Cost **31,250,000**

### **Exhibit B Project Funding Breakdown**

**007625**



| Project Cost Item         | User Desc                    | Item Cost  |
|---------------------------|------------------------------|------------|
| Legal Services            | To form a utilities board    | 10,000     |
| Land & Rights             |                              | 80,000     |
| Equipment                 |                              | 130,000    |
| Other                     | Electrical Service           | 50,000     |
| Other                     | ALDOT Permit                 | 80,000     |
| Other                     | ADEM Permit                  | 12,650     |
| Other                     | Advertising                  | 18,710     |
| Other                     | Railroad Fees                | 45,000     |
| Eng - Additional Services | Permits: WWTP, SW, DOT       | 16,500     |
| Eng - Additional Services | Property Surveying           | 64,800     |
| Eng - Additional Services | Geotechnical                 | 15,000     |
| Eng - Inspection          |                              | 559,300    |
| Eng - Design              | Including Civil & Electrical | 1,938,140  |
| Eng - PreDevelopment      |                              | 263,500    |
| Contingencies             |                              | 2,542,400  |
| Development               | Forcemain to Demopolis       | 15,241,000 |
| Development               | Collection System Repair     | 10,183,000 |

**007626**

Total Project Cost

**31,250,000**



| Other Funding Type         | User Desc            | Funding Amount |
|----------------------------|----------------------|----------------|
| Other State Funds          | State of Alabama     | 3,562,500      |
| Public Private Partnership | Uniontown Industries | 1,000,000      |
| Other                      | DRA                  | 3,250,000      |

**007627**

Total Other Funding

**7,812,500**



## Project Funding Breakdown

|                                    |                     |
|------------------------------------|---------------------|
| Project Cost *                     | <u>\$31,250,000</u> |
| Applicant Contribution             | <u>\$0</u>          |
| Other Funding Sources *            | <u>\$7,812,500</u>  |
| Contribution Connection/Tap Fees * | <u>\$0</u>          |
| <b>USDA (Maximum Loan Amount)</b>  | <b>\$0</b>          |
| <b>Total USDA Grant Needed</b>     | <b>\$23,437,500</b> |
| Maximum W&W Grant Amount*          | <u>\$23,437,500</u> |

**007628**



**Project Funding Breakdown**

|                                    |                     |
|------------------------------------|---------------------|
| Project Cost *                     | <u>\$31,250,000</u> |
| Applicant Contribution             | <u>\$0</u>          |
| Other Funding Sources*             | <u>\$7,812,500</u>  |
| Contribution Connection/Tap Fees * | <u>\$0</u>          |
| <b>USDA (Maximum Loan Amount)</b>  | <b>\$0</b>          |
| <b>Total USDA Grant Needed</b>     | <b>\$23,437,500</b> |
| Maximum W&W Grant Amount*          | <u>\$23,437,500</u> |

**Exhibit C Breakdown of Other Funding Sources**

| Other Funding Type         | User Desc            | Funding Amount   |
|----------------------------|----------------------|------------------|
| Other State Funds          | State of Alabama     | 3,562,500        |
| Public Private Partnership | Uniontown Industries | 1,000,000        |
| Other                      | DRA                  | 3,250,000        |
| Total Other Funding        |                      | <b>7,812,500</b> |

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture

**007629**



Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Robert White](#)  
**Cc:** [Gordon, Nivory - RD, Camden, AL](#); ["Beeker, Chris - RD, Montgomery, AL \(Chris.Beeker@al.usda.gov\)"](#)  
**Subject:** Uniontown  
**Date:** Tuesday, January 29, 2019 11:01:00 AM

---

Rob, do you have an update on the status of the formation of the Utilities Board in Uniontown?

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007631**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Gordon, Nivory - RD, Camden, AL](#)  
**Subject:** Uniontown  
**Date:** Tuesday, January 21, 2020 2:54:00 PM

---

Nivory, the meeting with Uniontown has been changed from today at 5:30 pm to tomorrow at 5:30 pm.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007632**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)  
**Subject:** Uniontown  
**Date:** Tuesday, December 3, 2019 8:48:00 AM

---

Mike, when is a good time for me to call you about Uniontown?

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007633**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Robert White](#)  
**Subject:** Uniontown  
**Date:** Friday, November 1, 2019 9:23:00 AM

---

Rob, do you have an executed copy of the Bylaws for the utilities Board? Can I get a copy?

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007634**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Emefa Butler](#)  
**Subject:** Uniontown.  
**Date:** Friday, January 17, 2020 10:18:00 AM

---

Emefa, I need to talk to you this morning. Please call me at my office.  
334-279-3617

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007635**



**From:** [allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)  
**To:** [sarah.eason@usda.gov](mailto:sarah.eason@usda.gov); [Bowen, Allen - RD, State Office](#)  
**Subject:** Conversation between allen.bowen@usda.gov and sarah.eason@usda.gov  
**Date:** Tuesday, March 24, 2020 8:40:45 PM

---

allen.bowen@usda.gov [2:26 PM]:

are you working on the uniontown transfer and assumption?

sarah.eason@usda.gov [2:30 PM]:

Yes, got my power point notes, and fixing to start adding the projects under the Board. Megan said to mirror the amounts from the original one, but then she said everything would need to be re-underwritten, but like you said it was already approved. If you want to call her and talk to her about it or do group call with you, me, and her, Steve is supposed to be looking over the lending capacity in their articles, that she had a concern about. I will follow up with him today on that part.

**007636**



**From:** [Grassiano, James W](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#); [rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)  
**Cc:** [Kelly, Russell](#); [Battle, Lynn](#)  
**Subject:** Article on wastewater grant for AL Blackbelt Counties  
**Date:** Friday, May 3, 2019 11:49:35 AM  
**Attachments:** [4-26-19 With New grant, UA Mapping WW Woes in Black Belt, Montgomery Advertiser.docx](#)

---

Allen & Rob,

FYI. Looks to be that University of AL is looking to expand their present grant to assess the entire black belt region and even other areas extending into MS. Including Washington County may be another good addition...

-- Jim

Jim Grassiano, P.E., Chief  
Compliance Assistance & Operator Certification Programs  
ADEM  
334-279-3071  
[jgrassiano@adem.alabama.gov](mailto:jgrassiano@adem.alabama.gov)

**007637**



## Montgomery Advertiser

### With new grant, UA team mapping wastewater woes in Black Belt

By: Melissa Brown

April 26, 2019

For years, stagnant wastewater piped straight from rural homes into thick clay soil has festered in the Black Belt, swirling with public health and socioeconomic concerns.

Now, thanks to a federal grant, a multi-disciplinary team of University of Alabama researchers hope to use engineering and geology methods to effectively map how widespread the problem is.

"The point of this is not to figure out who's violating the Clean Water Act," said Mark Elliott, a UA civil engineering professor and faculty advisor to the project.

"[The project] is to define the scope of the problem so we can try to figure out what kind of solutions might be appropriate and how much it would cost. The ongoing challenges with this issue, from my perspective, is there are a lot of anecdotal stories but a lack of definition about how big this problem is."

It's the same question U.S. Rep. Terri A. Sewell asked last year on a visit to the Black Belt to learn about the issue, which she called "public health crisis."

Myriad causes — impermeable soils, high rates of poverty, scattered and isolated homes — contribute to Alabama's wastewater woes, so a comprehensive study needed to be multi-disciplinary, too.

Elliott's team, led by graduate student Aaron Blackwell, is working to layer soil studies with tax assessor and property value data to identify which specific areas would be most at-risk for wastewater problems.

"We believe we can come up with a good estimation in Alabama Black Belt counties," Elliott said.

The swath of Alabama counties that make up the Black Belt are largely rural. Their wastewater infrastructure is cobbled together or nonexistent, with some small community municipal systems, many households relying individual septic tanks, and mobile homes straight-piping sewage into yards.

The topsoil is rich and fertile. It's also a nightmare for water absorption. A poor percolation rates make mainstream septic systems inefficient at best, and specialized systems are currently out of the question for what are some of the poorest communities in the state. In Lowndes County, the median household income falls under \$28,000.

"The scope of the problem is much greater than I anticipated when I started looking into it," Elliott said. "But whenever I talk to people out there, no one is surprised."

Experts estimate at least half of rural residents, if not more, in the Black Belt have experienced some sort of raw sewage pooling on their property. A 2017 survey by a UA team in Wilcox County estimated 60 percent of homes drained untreated wastewater, and Elliott believes it's possible that more than 500,000 gallons of raw sewage drain into Wilcox waterways each day.

A 2017 survey by Elliott's group in Wilcox County conservatively estimated that 60 percent of homes drain wastewater without treatment. Elliott said it is possible more than 500,000 gallons of raw sewage enter the rivers and streams in Wilcox County each day.



"These are remote areas; they are 40 miles from nowhere," Sewell said. "And it's not just Lowndes County. It's rural America. Even in Alabama, the problems are not just in the Black Belt."

Elliott's team has already built the computer models for Wilcox and Hale counties. Perry County is up next, with Dallas and Lowndes to follow. The team also hopes to include Marengo, if the grant funds will stretch. To adequately study the data, the team must purchase the tax assessor data, which aren't cheap.

"if we can get the second phase of the grant, we can do the rest of the Black Belt," Elliott said. "And then hopefully expand to other counties that have this type of soil, like in Mississippi."

Once the team has a better idea of the scope of the issue, Elliott said, they can start prepping reasonable solutions. A one-size-fits-all solution won't work.

In Greensboro, for example, homes are straight piping just north of the city, which has its own wastewater treatment lagoon. It would make sense, Elliott said, to allow those residents to pipe into the city system. But it would be "prohibitively expensive" to link Newbern, eight miles from Greensboro, into that system.

UA's research might help identify communities or homes that could be grouped together in a clustered, de-centralized system. Elliott said military and fracking operations to treat water are helping to develop technology and drive costs down.

"Frankly, the treatment technology challenges aren't that great," Elliott said. "The management and financial challenges are the biggest obstacle to solving this problem."



**From:** [Beeker, Chris - RD, Montgomery, AL](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Cc:** [Hale, Stan - RD, Montgomery, AL](#)  
**Subject:** FW: Uniontown Alternative Funding Proposal  
**Date:** Thursday, February 7, 2019 2:43:45 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

---

What did we decide about these numbers?

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
[www.rd.usda.gov](http://www.rd.usda.gov) "Committed to the future of rural communities"

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**From:** Allen, Baker <Baker.Allen@governor.alabama.gov>  
**Sent:** Wednesday, February 6, 2019 5:13 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <Chris.Beeker@al.usda.gov>  
**Subject:** Uniontown Alternative Funding Proposal

Good Afternoon Chris,

Below is an outline of the alternative funding proposal for the Uniontown project. The below scenario assumes the sewer and water utilities are combined and formed into an independent board.

#### **Alternative Funding for USDA Project**

- Below is a proposed alternative source of funding for the \$3,562,000 requested by Uniontown.
  - i) \$350,000 CDBG
  - ii) \$3,212,000 from a combination of a de facto grant and a loan through the state revolving funding which is housed at ADEM.
    - \$500,000 in loan forgiveness, a de facto grant.
    - \$2,740,000 30-year state revolving fund loan
      - While Uniontown only needs \$2,712,500 in funding, fees associated with the loan would bring the loan up to \$2,740,000.
      - The code, 22-34-11C and 22-23B-8C, would need to be amended to align with the federal law which allows distressed communities to take a 30-year loan. By statute, Alabama caps itself to a maximum of a 20-year loan.

\*Under a 30-year loan, the highest estimated annual debt service payment would be \$126,375. A

**007640**



20-year loan's highest estimated annual debt service payment would be \$170,445

Sincerely,

M. Baker Allen  
Office of Governor Kay Ivey  
Economic Policy Advisor



**From:** [Beeker, Chris - RD, Montgomery, AL](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** FW: Uniontown  
**Date:** Wednesday, February 6, 2019 2:45:08 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

---

See below, and we need to send out a invite for a conference call with; You, me, Lance, and Mike smith before our meeting Friday am. Will you ask lance when he would be available for the call?

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
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**From:** Allen, Baker <Baker.Allen@governor.alabama.gov>  
**Sent:** Wednesday, February 6, 2019 1:24 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <Chris.Beeker@al.usda.gov>  
**Subject:** Uniontown

Good Afternoon Chris,

Do you have time to discuss Uniontown this afternoon?

Sincerely,

M. Baker Allen  
Office of Governor Kay Ivey  
Economic Policy Advisor

**007642**



**From:** [Beeker, Chris - RD, Montgomery, AL](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** FW: Uniontown  
**Date:** Wednesday, February 6, 2019 4:30:16 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

Be by your phone at 4:45 in case I need you.

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
[www.rd.usda.gov](http://www.rd.usda.gov) "Committed to the future of rural communities"

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**From:** Allen, Baker <[Baker.Allen@governor.alabama.gov](mailto:Baker.Allen@governor.alabama.gov)>  
**Sent:** Wednesday, February 6, 2019 3:14 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** RE: Uniontown

I have a 4:00. Does 4:45 work?

Sincerely,

M. Baker Allen  
Office of Governor Kay Ivey  
Economic Policy Advisor

---

**From:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Sent:** Wednesday, February 6, 2019 3:12 PM  
**To:** Allen, Baker <[Baker.Allen@governor.alabama.gov](mailto:Baker.Allen@governor.alabama.gov)>  
**Subject:** RE: Uniontown

Could we do 3:45? I just had someone come in my office.

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
[www.rd.usda.gov](http://www.rd.usda.gov) "Committed to the future of rural communities"

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**From:** Allen, Baker <[Baker.Allen@governor.alabama.gov](mailto:Baker.Allen@governor.alabama.gov)>

**007643**



**Sent:** Wednesday, February 6, 2019 3:09 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** Re: Uniontown

I don't think so. Does 330 work

- Baker

On Feb 6, 2019, at 2:53 PM, Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)> wrote:

Yes I can be available this afternoon, Do you think Allen Bowen will need to join us?

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
[www.rd.usda.gov](http://www.rd.usda.gov) "Committed to the future of rural communities"

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[!\[\]\(003082e50e3009141f59bd5df831749f\_img.jpg\)](#)[!\[\]\(f439ede8735757e3190eab35e168f1de\_img.jpg\)](#)[!\[\]\(f5c165e0bd35116675db6686a30b1fea\_img.jpg\)](#)[!\[\]\(8eeb5cc52b4d0f9a4ccc73b2d771855c\_img.jpg\)](#)[!\[\]\(d339191bc3bc55555af8e02f21021073\_img.jpg\)](#)[!\[\]\(00c8dfb23d6b000feab61fe21d82fc94\_img.jpg\)](#)[!\[\]\(f8b32c2cf165c98e2285e4ab26fe3e2c\_img.jpg\)](#)

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---

**From:** Allen, Baker <[Baker.Allen@governor.alabama.gov](mailto:Baker.Allen@governor.alabama.gov)>  
**Sent:** Wednesday, February 6, 2019 1:24 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** Uniontown

Good Afternoon Chris,

Do you have time to discuss Uniontown this afternoon?

Sincerely,

M. Baker Allen  
Office of Governor Kay Ivey  
Economic Policy Advisor

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**007644**



**From:** [Beeker, Chris - RD, Montgomery, AL](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#); [Hale, Stan - RD, Montgomery, AL](#)  
**Subject:** Fwd: Uniontown Alternative Funding Proposal  
**Date:** Wednesday, February 6, 2019 6:24:17 PM

---

Here is what the Governor's office is proposing. Please let me know what u think, and let's discuss tomorrow.

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
[www.rd.usda.gov](http://www.rd.usda.gov) "Committed to the future of rural communities"

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**From:** "Allen, Baker" <[Baker.Allen@governor.alabama.gov](mailto:Baker.Allen@governor.alabama.gov)>  
**Date:** Wednesday, February 6, 2019 at 5:13:07 PM  
**To:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** Uniontown Alternative Funding Proposal

Good Afternoon Chris,

Below is an outline of the alternative funding proposal for the Uniontown project. The below scenario assumes the sewer and water utilities are combined and formed into an independent board.

#### **Alternative Funding for USDA Project**

- Below is a proposed alternative source of funding for the \$3,562,000 requested by Uniontown.
  - i) \$350,000 CDBG
  - ii) \$3,212,000 from a combination of a de facto grant and a loan through the state revolving funding which is housed at ADEM.
    - \$500,000 in loan forgiveness, a de facto grant.
    - \$2,740,000 30-year state revolving fund loan
      - While Uniontown only needs \$2,712,500 in funding, fees associated with the loan would bring the loan up to \$2,740,000.
      - The code, 22-34-11C and 22-23B-8C, would need to be amended to align with the federal law which allows distressed communities to take a 30-year loan. By statute, Alabama caps itself to a maximum of a 20-year loan.

\*Under a 30-year loan, the highest estimated annual debt service payment would be \$126,375. A 20-year loan's highest estimated annual debt service payment would be \$170,445

Sincerely,

**007645**



M. Baker Allen  
Office of Governor Kay Ivey  
Economic Policy Advisor



**From:** [Beeker, Chris - RD, Montgomery, AL](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#); [Gordon, Nivory - RD, Camden, AL](#)  
**Cc:** [Baker, Shelley - RD, Montgomery, AL](#)  
**Subject:** Fwd: Uniontown Update  
**Date:** Monday, May 6, 2019 2:08:52 PM  
**Attachments:** [image001.png](#)  
[image001.png](#)  
[USDA In Twitter](#)  
[USDA In Youtube](#)  
[gov delivery](#)  
[USDA In Flickr](#)  
[USDA In Facebook](#)  
[USDA RSS Feeds](#)

---

Please see below and send me latest update.

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
[4121 Carmichael Road, Suite 601 | Montgomery, AL 36106](#)  
Phone: [334-279-3402](#) | Fax: [855-304-8456](#)  
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**From:** "Fry, Brantley (Jones)" <[Brantley\\_Fry@jones.senate.gov](mailto:Brantley_Fry@jones.senate.gov)>  
**Date:** Monday, May 6, 2019 at 12:57:30 PM  
**To:** "Beeker, Chris - RD, Montgomery, AL" <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>  
**Subject:** Uniontown Update

Chris,

I hope all's well with you. I have been meaning to touch base with you for some time and apologize for not doing so sooner. Do you have an update on the Uniontown wastewater grant situation? Please let me know if it's easier to discuss by phone. I can be available this afternoon between now and 1:40 and between 3:30 - 6:00. My cell (b) (6) is the best way to reach me.

Many thanks,  
Brantley

**Brantley Fry**  
State Director  
Senator Doug Jones  
Vance Federal Building  
1800 Fifth Avenue, North  
Birmingham, AL 35203  
Phone: 205-731-1500  
[brantley\\_fry@jones.senate.gov](mailto:brantley_fry@jones.senate.gov)

**007647**



**From:** [Beeker, Chris - RD, Montgomery, AL](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Cc:** [Beeker, Chris - RD, Montgomery, AL](#)  
**Subject:** Fwd: Uniontown project summary  
**Date:** Wednesday, May 15, 2019 7:04:31 PM  
**Attachments:** [Uniontown Sewer Project update 9.17.2018.docx](#)  
[image002.png](#)  
[image003.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

---

Isn't this the correct amount needed?

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Date:** Tuesday, September 18, 2018 at 9:58:52 AM  
**To:** "brandon.demyan@alsenate.gov" <[brandon.demyan@alsenate.gov](mailto:brandon.demyan@alsenate.gov)>  
**Subject:** Uniontown project summary

Please find attached a brief summary of the water/waste water project in Uniontown AL. Feel free to reach out to me or (cc'd) Allen Bowen our WEP program director, with any questions or concerns you might have.

Thanks,

p.s. Is there any way you could forward this to Rep McCutcheon's office? If not would you send me contact info for someone in his office?

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
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**007648**



## Uniontown Sewer Project

**DESCRIPTION:** The project will have 3 phases.

Phase 1 will be the total rehabilitation of the collection system by replacing, repairing and/or rehabbing the current collection system. This will greatly reduce the inflow and infiltration that has occurred in the current system for years.

Phase 2 will be the construction of a transmission line of approximately 20 miles that will connect the Uniontown collection system to the City of Demopolis collection system. This will allow the Uniontown sewage to be treated by the treatment plant in the City of Demopolis. This will eliminate the need for any form of sewage treatment in the City of Uniontown which will eliminate any future environmental impact on Uniontown and the surrounding area.

Phase 3 will be the total rehabilitation of the existing lagoons and spray field in the current Uniontown sewage treatment facilities.

**PROJECT COST:** The proposed project cost is \$31,250,000.

**FUNDING:** USDA Rural Development will provide grant funds totaling \$23,437,500 (75% of the project cost). Other funds needed total \$7,812,500. DRA has agreed to provide \$3,250,000. There will be private funding of \$1,000,000 funds provided by businesses. Remaining funds needed to complete this project as proposed will be \$3,562,500. We need a letter of commitment for the remaining \$3,562,500 needed as soon as possible to secure RD Funding and funds must be available no later than start of construction.

**SPECIAL CONDITIONS FOR APPROVAL:** In addition to the standard requirements as set forth in our Letter of Conditions, the following will also be required:

1. The establishment of a Utilities Board that will transfer control of the Water and Sewer operations from the Mayor and City Council to the Utilities Board allowing for better monitoring and accountability of the operation.
2. The newly established Utilities Board will be required to enter into a management contract with an outside third party for the day to day operation of the water and sewer department.
3. The Board members of the Utilities Board will be required to attend annual Director/Board Member training provided by Alabama Rural Water Association.
4. If not already in place, the City Council of Uniontown will pass a resolution requiring all residences and business within close proximity of both the water and sewer lines to connect to those systems or pay a minimum bill each month.



**From:** [Primrose, Edna - RD, Washington, DC](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#); [Helton, Beverly - RD, Montgomery, AL](#); [Beeker, Chris - RD, Montgomery, AL](#)  
**Subject:** How are you coming on Uniontown  
**Date:** Monday, February 4, 2019 4:53:56 PM

---

Keep it high level, broad- Anne is incorporating into broader remarks. Thanks, you guys!

Edna

**007650**



**From:** [Kathy Horne](#)  
**To:** [Prince Chestnut](#)  
**Cc:** [Robert White](#); [Bowen, Allen - RD, Montgomery, AL](#)  
**Date:** Tuesday, January 29, 2019 3:54:18 PM

---

Hi Prince,

I hope you are doing well. I wanted to reach out to you regarding Uniontown. It was mentioned to me that you are representing the Town of Uniontown in their effort to reorganize their water and sewer operation from the Town to a separate Water and Sewer Board. I know you are aware this is one of the stipulations of the USDA Grant to assist Uniontown with their sewer concerns. During the process of application for the USDA funding, the Alabama Rural Water Association was appointed to act as a Mediator and Collaborator in this effort due to past experience in working with other similar situations. We hope to be able to assist in expediting this process while also coordinating the efforts among all involved. The point of contact for the ARWA is Rob White. If you are representing Uniontown and have developed any draft documents on their behalf, please forward a copy to Rob White at [rwhite@alruralwater.com](mailto:rwhite@alruralwater.com) or feel free to contact me if you would like to discuss further, Prince. I have copied Rob and Allen Bowen with the USDA on this email. Thank you and I will look forward to hearing from you.

*Kathy Horne*

*Executive Director*

**Alabama Rural Water Association**

**2576 Bell Road**

**Montgomery, AL 36117**

**334 396-5511**

**[www.alruralwater.com](http://www.alruralwater.com)**

**007651**



**From:** [Kathy Horne](#)  
**To:** [Robert White](#)  
**Cc:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Date:** Tuesday, January 29, 2019 5:55:37 PM

---

Rob. I spoke with Prince Chestnut. He said he would forward the paperwork he has developed thus far on Uniontown but he said it is not much. He said he stopped when the government shut down because he knew he wouldn't be able to speak with Nivory. I explained our position regarding Uniontown to him and he said he would be glad to work with us through the process. Maybe we can get this moving again with everyone back on board.

**007652**



**From:** [Prince Chestnut](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#); [Robert White](#); [emefta.butler@gmail.com](mailto:emefta.butler@gmail.com); [mtmiller03@yahoo.com](mailto:mtmiller03@yahoo.com)  
**Subject:** Public Notice  
**Date:** Wednesday, September 25, 2019 6:51:35 PM  
**Attachments:** [Resolution-October 8 2019-compensation.pdf](#)  
[Public Notice and agenda-Uniontown Water-Oct 8 2019.pdf](#)

---

Find the attached documents. I would like for USDA to give us the go on this and as soon as this is done, the notice should be posted. I have prepared the public notice with the written notice of amendment to bylaws, an agenda and the proposed Resolution to be considered for passage as the October 8 meeting. Only the public notice and agenda are required to be posted. Do not post prior to USDA approval.

Prince D. Chestnut  
Chestnut Law  
801 Alabama Ave, Ste 240  
Selma, Alabama 36701  
(334)875-7779 p  
(334) 875-7767 f

**007653**



STATE OF ALABAMA

)  
)  
)  
)

THE WATERWORKS AND SEWER BOARD  
OF THE CITY OF UNIONTOWN

COUNTY OF PERRY

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



(\$7,200) per year...and each member of the board of directors other than the chair may be paid a director's fee in an amount not exceeding four hundred dollars (\$400) per meeting attended, not to exceed four thousand eight hundred dollars (\$4,800) per year".

**LET IT BE RESOLVED** by the Board that the proposed amendment to the bylaws as stated in this resolution is presented to the United States Department of Agriculture as a condition precedent to the vote of the Board, and the Board hereby provided notice of the proposed amendment to its bylaws by including the same in the public notice of the October 8, 2019 meeting.

**NOW, LET IT BE FURTHER RESOLVED** by the authority vested in the Board pursuant to Code of Alabama, 1975, Section 11-50-15, that the Board hereby adopts this resolution electing to come within the provisions of this section and fixing the amount of the directors' fees to be paid within the limitations set forth in this section, and that the corporation shall thereafter be authorized to pay the fees so fixed.

**ADOPTED** this 8<sup>th</sup> day of October, 2019.

**ATTEST:**

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

\_\_\_\_\_  
Marilyn Miller, Secretary

\_\_\_\_\_  
Clarence Black, Chairman

**007655**



## PUBLIC NOTICE

### REGULAR BOARD MEETING

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN WILL HOLD ITS MONTHLY REGULAR BOARD MEETING ON **TUESDAY, OCTOBER 8, 2019 AT 10:00 AM** IN THE CITY OF UNIONTOWN AUDITORIUM LOCATED AT 100 FRONT STREET, UNIONTOWN, ALABAMA.

#### WRITTEN NOTICE OF PROPOSED AMENDMENT TO BYLAWS

Find written notice below of the proposed amendment to the bylaws of The Waterworks and Sewer Board of the City of Uniontown. The amendments are indicated with an underline of the text.

#### "DIRECTORS:

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."

#### For reference:

##### 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.

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

#### Agenda

1. Call to Order
2. Invocation
3. Roll Call and Determination of Quorum
4. Review and approve minutes of September 24, 2019 board meeting
5. Comments or brief presentation from any customer, citizen or elected official.
6. Review of Financial Report
7. Old Business
8. New Business
9. Other Business
10. Amendment to bylaws
11. Adjournment



**From:** [Beeker, Chris - RD, Montgomery, AL](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** Question  
**Date:** Thursday, February 7, 2019 10:22:14 AM

---

Do we know the gross revenues for Uniontown water and sewer last year 2018?

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
[www.rd.usda.gov](http://www.rd.usda.gov) "Committed to the future of rural communities"

USDA is an equal opportunity provider, employer and lender

**007657**



**From:** [Gordon, Nivory - RD, Camden, AL](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** RE: City of Uniontown  
**Date:** Monday, April 22, 2019 10:27:29 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

---

I am not available on the 24<sup>th</sup> due to a medical appointment

Nivory Gordon, Jr.  
Area Director  
USDA, Rural Development  
321 Depot Street  
Camden, AL 36726  
334-682-4116 Ext. 110 (Office)  
855-840-7764 (FAX)  
[nivory.gordon@al.usda.gov](mailto:nivory.gordon@al.usda.gov)

***"Committed to the future of rural communities"***  
***"Estamos dedicados al futuro de las comunidades rurales"***

***Stay Connected with USDA:***



***USDA is an equal opportunity provider and employer.***

---

**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Thursday, April 18, 2019 2:01 PM  
**To:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)  
**Cc:** Beeker, Chris - RD, Montgomery, AL <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>; Gordon, Nivory - RD, Camden, AL <[nivory.gordon@usda.gov](mailto:nivory.gordon@usda.gov)>; [chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com); Jamaal Hunter <[jamaalhunter5219@gmail.com](mailto:jamaalhunter5219@gmail.com)>; [alfredawashington@hotmail.com](mailto:alfredawashington@hotmail.com)  
**Subject:** RE: City of Uniontown

April 24<sup>th</sup> or 26<sup>th</sup> at 10 am is good for me.

Thanks,

*Allen Bowen*

**007658**



Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com) <[cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)>  
**Sent:** Thursday, April 18, 2019 9:25 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Cc:** Beeker, Chris - RD, Montgomery, AL <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>; Gordon, Nivory - RD, Camden, AL <[nivory.gordon@usda.gov](mailto:nivory.gordon@usda.gov)>; [chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com); Jamaal Hunter <(b) (6) @gmail.com>; (b) (6) @hotmail.com  
**Subject:** Re: City of Uniontown

Yes. Just let me know dates.

I emailed documents Monday but can resend.

Emefa

Sent from my iPhone

On Apr 18, 2019, at 9:16 AM, Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)> wrote:

Can we schedule it for a 10 am starting time, we are going to have a lot of things to discuss and go over? I will get you a couple of dates today.

Also, I need a copy of the final organizational document prepared by the attorney prior to them being filed.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development

**007659**



Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**From:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com) <[cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)>  
**Sent:** Thursday, April 18, 2019 7:52 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Cc:** Beeker, Chris - RD, Montgomery, AL <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>; Gordon, Nivory - RD, Camden, AL <[nivory.gordon@usda.gov](mailto:nivory.gordon@usda.gov)>; [chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com); Jamaal Hunter <(b) (6)@gmail.com>; <(b) (6)@hotmail.com>  
**Subject:** Re: City of Uniontown

I will cancel.

Allen, what two dates are you available to come next week?

Sent from my iPhone

On Apr 18, 2019, at 7:16 AM, Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)> wrote:

I agree that we cancel and reschedule, I really want this meeting to be a face to face meeting.

Thanks

---

**From:** "cityofuniontown@outlook.com" <[cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)>  
**Date:** Wednesday, April 17, 2019 at 10:37:11 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>, "Beeker, Chris - RD, Montgomery, AL" <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>, "Gordon, Nivory - RD, Camden, AL" <[nivory.gordon@usda.gov](mailto:nivory.gordon@usda.gov)>, "[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)" <[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)>, "Jamaal Hunter" <(b) (6)@gmail.com>, <(b) (6)@hotmail.com> <(b) (6)@hotmail.com>  
**Subject:** City of Uniontown

Hey All,

With the threat of severe weather, I want to suggest we either reschedule tomorrow's 2pm meeting or hold via conference call using a dial in I can provide.

Please provide your thoughts about my suggestion.

**007660**



Best,

Emefa

334-663-1334

Sent from my iPhone

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.

**007661**



**From:** [Prince Chestnut](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Cc:** [Beeker, Chris - RD, Montgomery, AL](#); (b) (6) [hotmail.com](#); Jamaal Hunter; [cityofuniontown@outlook.com](#); [Gordon, Nivory - RD, Camden, AL](#)  
**Subject:** RE: City of Uniontown  
**Date:** Friday, April 19, 2019 1:31:11 PM

---

Friday April 26th

On Apr 18, 2019 2:01 PM, "Bowen, Allen - RD, Montgomery, AL" <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)> wrote:

April 24<sup>th</sup> or 26<sup>th</sup> at 10 am is good for me.

Thanks,

*Allen Bowen*

Allen Bowen

United States Department of Agriculture

Rural Development

Community and Business Programs Director

Office: 334-279-3617

Cell: 334-322-4147

Fax: 855-304-8457

---

**From:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com) <[cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)>  
**Sent:** Thursday, April 18, 2019 9:25 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Cc:** Beeker, Chris - RD, Montgomery, AL <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>; Gordon, Nivory - RD, Camden, AL <[nivory.gordon@usda.gov](mailto:nivory.gordon@usda.gov)>; [chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com); Jamaal Hunter (b) (6) [@gmail.com](#); (b) (6) [hotmail.com](#)  
**Subject:** Re: City of Uniontown

007662



Yes. Just let me know dates.

I emailed documents Monday but can resend.

Emefa

Sent from my iPhone

On Apr 18, 2019, at 9:16 AM, Bowen, Allen - RD, Montgomery, AL  
<[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)> wrote:

Can we schedule it for a 10 am starting time, we are going to have a lot of things to discuss and go over? I will get you a couple of dates today.

Also, I need a copy of the final organizational document prepared by the attorney prior to them being filed.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

**007663**



**From:** [Wheat, Marie - RD, Washington, DC](#)  
**To:** [Helton, Beverly - RD, Montgomery, AL](#); [Primrose, Edna - RD, Washington, DC](#)  
**Cc:** [Gamboney, Cheryl - RD, Washington, DC](#); [Susmann, Jacqueline - OSEC, Washington, DC](#); [Hartley, Heather - RD, Columbus, OH](#); [Beeker, Chris - RD, Montgomery, AL](#); [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** RE: FINAL from Alabama: ASAP for ASEC: Unionville -- DEADLINE 5 pm TODAY  
**Date:** Monday, February 4, 2019 6:04:55 PM

---

Beverly – This is so great!!!!!! Thank you Edna too!

Thank you team! This is very helpful and we are grateful for your great work!

Heather or I may get back to you with further questions this evening, so if you can, please stay on-line and check your e-mail periodically if you could. Thanks!

Marie

---

**From:** Helton, Beverly - RD, Montgomery, AL  
**Sent:** Monday, February 4, 2019 5:27 PM  
**To:** Wheat, Marie - RD, Washington, DC <Marie.Wheat@wdc.usda.gov>  
**Cc:** Primrose, Edna - RD, Washington, DC <Edna.Primrose@wdc.usda.gov>; Gamboney, Cheryl - RD, Washington, DC <Cheryl.Gamboney@wdc.usda.gov>; Susmann, Jacqueline - OSEC, Washington, DC <Jacqueline.Susmann@wdc.usda.gov>; Hartley, Heather - RD, Columbus, OH <Heather.Hartley@oh.usda.gov>; Beeker, Chris - RD, Montgomery, AL <Chris.Beeker@al.usda.gov>; Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>  
**Subject:** FINAL from Alabama: ASAP for ASEC: Unionville -- DEADLINE 5 pm TODAY

Marie,

Below is the information to assist in developing tomorrow's presentation. Please let me know if additional information is needed.

Beverly

- Uniontown is a very small, rural Alabama town that provides wastewater service to approximately 2,810 customers. For years, the City's wastewater system has failed to comply with environmental regulatory requirements. Numerous agencies and technical assistance providers have worked with the Uniontown to develop a solution to health and sanitary issues caused by a failing sewer system that not only impacts Uniontown customers, but surrounding communities.
- In Fiscal Year 2018, USDA Rural Development awarded a \$23,437,500 grant to the City of Uniontown to redesign and rehabilitate the city's entire wastewater system. This major infrastructure project created a local partnership through an agreement to construct an interconnection with a nearby rural municipality that will be responsible for treating wastewater pumped from Uniontown.
- Alabama Rural Water Association (ARWA) and Rural Development (RD) have a strong, long-standing, and effective partnership working together to assist rural communities and towns successfully manage and meet their infrastructure needs.

**007664**



- ARWA is an active participant in Rural Development's quarterly Rural Infrastructure Partnership Meetings focused on bringing together Federal and State agencies and technical assistance partners to address and identify rural water and wastewater infrastructure needs in Alabama.
- Due to its previous one-on-one technical assistance to this small, rural community, this rural water association was very knowledgeable about Uniontown's existing infrastructure, environmental compliance issues, and issues related to financial management. ARWA had previously provided specialized assistance on a number of water/sewer infrastructure matters, such as leak studies in the sewer system and breaks in lines, etc.
- This small, rural town did not have the capability to complete and submit an application for financial assistance to USDA Rural Development.
- Using their knowledge and years of experience with RD programs, ARWA stepped up as a partner to fill a much-needed role as a technical assistance provider to help the City complete their application for USDA Rural Development funding for their wastewater project. Their assistance also included working closely with the project engineer on required documents.
- ARWA, at the request of RD, is continuing to work with the City of Uniontown and its legal counsel to establish a utilities board responsible for overseeing the management and operation of the city's water and wastewater systems. Establishment of a separate Utilities Board was a condition set forth by USDA RD in the grant agreement for this project.
- ARWA participates on monthly conference calls with the municipality and RD, to keep the state environmental regulatory agency apprised of issues and progress related to the City's recently funded wastewater project.
- For years, ARWA has worked with municipalities and communities throughout the state on water and wastewater operations and regulatory compliance. They also advise potential applicants of funding opportunities through Federal agencies such as USDA, and how Federal funds can be aligned with state agency resources. This rural water association has established best practices for challenges and solutions relating to rural water and sewer infrastructure.

---

**From:** Wheat, Marie - RD, Washington, DC

**Sent:** Monday, February 4, 2019 2:32 PM

**To:** Helton, Beverly - RD, Montgomery, AL <[beverly.helton@al.usda.gov](mailto:beverly.helton@al.usda.gov)>

**Cc:** Gamboney, Cheryl - RD, Washington, DC <[Cheryl.Gamboney@wdc.usda.gov](mailto:Cheryl.Gamboney@wdc.usda.gov)>; Susmann, Jacqueline - OSEC, Washington, DC <[Jacqueline.Susmann@wdc.usda.gov](mailto:Jacqueline.Susmann@wdc.usda.gov)>; Hartley, Heather - RD, Columbus, OH <[Heather.Hartley@oh.usda.gov](mailto:Heather.Hartley@oh.usda.gov)>; Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>

**Subject:** RE: !! ASAP for ASEC: Unionville -- DEADLINE 5 pm TODAY

**007665**



Beverly – I have also asked Edna Primrose for an update up here, so may want to loop her in so you are all mtg at the same time with this deadline. Thx!

---

**From:** Helton, Beverly - RD, Montgomery, AL  
**Sent:** Monday, February 4, 2019 3:31 PM  
**To:** Wheat, Marie - RD, Washington, DC <[Marie.Wheat@wdc.usda.gov](mailto:Marie.Wheat@wdc.usda.gov)>  
**Cc:** Gamboney, Cheryl - RD, Washington, DC <[Cheryl.Gamboney@wdc.usda.gov](mailto:Cheryl.Gamboney@wdc.usda.gov)>; Susmann, Jacqueline - OSEC, Washington, DC <[Jacqueline.Susmann@wdc.usda.gov](mailto:Jacqueline.Susmann@wdc.usda.gov)>; Hartley, Heather - RD, Columbus, OH <[Heather.Hartley@oh.usda.gov](mailto:Heather.Hartley@oh.usda.gov)>; Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** RE: !! ASAP for ASEC: Unionville -- DEADLINE 5 pm TODAY

This article published in ARWA's magazine does not specifically address Uniontown but thought speech writer might find something helpful in this article.  
Meeting with WEP PD now...

---

**From:** Helton, Beverly - RD, Montgomery, AL  
**Sent:** Monday, February 4, 2019 2:16 PM  
**To:** Wheat, Marie - RD, Washington, DC <[Marie.Wheat@wdc.usda.gov](mailto:Marie.Wheat@wdc.usda.gov)>  
**Subject:** RE: !! ASAP for ASEC: Unionville -- DEADLINE 5 pm TODAY

Marie – was in meeting....Alabama Rural Water hosted...will get with WEP PD also.

---

**From:** Wheat, Marie - RD, Washington, DC  
**Sent:** Monday, February 4, 2019 1:55 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>; Helton, Beverly - RD, Montgomery, AL <[beverly.helton@al.usda.gov](mailto:beverly.helton@al.usda.gov)>  
**Cc:** Gamboney, Cheryl - RD, Washington, DC <[Cheryl.Gamboney@wdc.usda.gov](mailto:Cheryl.Gamboney@wdc.usda.gov)>; Susmann, Jacqueline - OSEC, Washington, DC <[Jacqueline.Susmann@wdc.usda.gov](mailto:Jacqueline.Susmann@wdc.usda.gov)>; Hartley, Heather - RD, Columbus, OH <[Heather.Hartley@oh.usda.gov](mailto:Heather.Hartley@oh.usda.gov)>  
**Subject:** !! ASAP for ASEC: Unionville -- DEADLINE 5 pm TODAY

Beverly – Could you pls give us a quick write up on the partnership with Alabama Rural Water and RD to provide water to Unionville? We need to know aspects of how the partnership made a real difference in making this project happen. Anne mentioned a meeting that she had with them when she was in the state and I am hoping you were there? If not, Chris may need to help us? Anne is speaking at 8:30 a.m. tomorrow so we need it by 5 p.m. today. Sorry for the tight deadline. Thank you!

Marie

Marie Wheat  
Director, Office of External Affairs  
USDA Rural Development

**007666**



202-720-1019

**007667**



**From:** [Eva Dillard](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Cc:** [Taylor, John - RD, Montgomery, AL](#); [Gordon, Nivory - RD, Camden, AL](#)  
**Subject:** RE: USDA/City of Uniontown Stakeholder Meetings  
**Date:** Friday, February 8, 2019 11:34:51 AM

---

Hi Allen — just wondering whether you have any updates on Uniontown and whether USDA will be facilitating another stakeholder meeting. Thank you for any insight 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)

---

**From:** Eva Dillard  
**Sent:** Monday, January 28, 2019 2:34 PM  
**To:** 'Bowen, Allen - RD, Montgomery, AL'  
**Cc:** Taylor, John - RD, Montgomery, AL; Gordon, Nivory - RD, Camden, AL  
**Subject:** RE: USDA/City of Uniontown Stakeholder Meetings

Thanks! And welcome back.

Eva Dillard  
Staff Attorney  
Black Warrior Riverkeeper  
(205) 458-0095 [tel]  
(205) 458-0094 [fax]  
[www.BlackWarriorRiver.org](http://www.BlackWarriorRiver.org)

---

**From:** Bowen, Allen - RD, Montgomery, AL [<mailto:Allen.Bowen@al.usda.gov>]  
**Sent:** Monday, January 28, 2019 2:34 PM  
**To:** Eva Dillard  
**Cc:** Taylor, John - RD, Montgomery, AL; Gordon, Nivory - RD, Camden, AL  
**Subject:** RE: USDA/City of Uniontown Stakeholder Meetings

Eva, we have been shut down since 12/22/2018 and have just this morning gotten to report back to work. We will review our situation and repond to you shortly. Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture

**007668**



Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

---

**From:** Eva Dillard <edillard@blackwarriorriver.org>  
**Sent:** Thursday, January 3, 2019 3:12 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>  
**Cc:** Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>; Gordon, Nivory - RD, Camden, AL <Nivory.Gordon@al.usda.gov>  
**Subject:** USDA/City of Uniontown Stakeholder Meetings

Dear Allen:

Just touching base to see if there has been any thoughts about scheduling the next in the series of stakeholder meetings we discussed November 16. Thank you. Best, Eva

Eva Dillard  
Staff Attorney  
Black Warrior Riverkeeper  
(205) 458-0095 [tel]  
(205) 458-0094 [fax]  
[www.BlackWarriorRiver.org](http://www.BlackWarriorRiver.org)

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**007669**



**From:** [Robert White](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** RE: Uniontown  
**Date:** Thursday, May 2, 2019 10:41:09 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[Uniontown Water Sewer-BYLAWS.pdf](#)

---

Hey Allen,

Please find attached the By-Laws with my comments. If you concur, I'll send the comments over to Atty Chestnut for his review.

Thanks!



## 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)



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---

**From:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Sent:** Thursday, May 2, 2019 8:34 AM  
**To:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>  
**Subject:** Uniontown

Rob, have you reviewed the final draft of the by laws and do you have any issues with them as written?

Thanks,

**007670**



**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, 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.
5. ~~A municipal officer is eligible for appointment, but any municipal officer who serves as a member of the board of directors shall not receive a fee for his/her services. While municipal officers are eligible for appointment, the United States Department of Agriculture (USDA) approved a grant in excess of \$23,000,000 and required that this corporation be created; and, that members of the board not be municipal officers or elected officials. In order to maintain grant eligibility with the USDA, the corporation understands and appreciates the fact that it must avoid the appearance of impropriety, conflicts of interest and corruptible practices. The appointment of elected or municipal officials to the board of this corporation while utilizing funding from the USDA will erode trust in the process and may be used by the USDA to disapprove funding for future water and sewer projects undertaken by this corporation.~~

**Commented [RW1]:** Can we just say that municipal officers are ineligible to serve, or does law require language stating municipal officer eligibility?



6. 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.

7. 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.

**Commented [RW12]:** Since the Board is already set at 5 members, can we combine the relevant portions of this paragraph into item 6, above?



### **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 need not be members of the board and said offices may be held by the same person.
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.

**Commented [RW13]:** My opinion would be to require the Sec/Treas, whether one person or two, to be members of 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.

**Commented [RW14]:** Should this statement go ahead and define that 2 signatures will 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 or by telegram.

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.

**Commented [RW15]:** Would electronic means of notice not suffice for such notices?

### **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, whether via grant or loan, the USDA shall be given notice of any proposed alteration or amendment so that the



USDA may have an agent dispatched 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.

**Commented [RW16]:** These statements including 'for as long as the corporation shall utilize USDA funding' cause me slight concern. I think it stems from my lack of understanding of the specific definition of 'utilizing' the funding.

This project is entirely grant, so I would have a problem with these statements if 'utilizing funding' is determined by length of time of indebtedness. If 'utilizing funding' refers to use of implements procured by the funding, I feel this would be very hard to determine, as the entire collection system would have to be replaced with other moneys in order to free the Board from these clauses.

Is there a way to define or restate these instances of this type of language for clarification?



*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

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**007676**



**From:** [Beeker, Chris - RD, Montgomery, AL](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** RE: Uniontown  
**Date:** Wednesday, February 6, 2019 3:54:08 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

---

I'm checking and will let you know.

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
[www.rd.usda.gov](http://www.rd.usda.gov) "Committed to the future of rural communities"

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---

**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Wednesday, February 6, 2019 2:50 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** Re: Uniontown

What time do you want the call scheduled for?

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Date:** Wednesday, February 6, 2019 at 1:45:08 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Subject:** FW: Uniontown

See below, and we need to send out a invite for a conference call with; You, me, Lance, and Mike smith before our meeting Friday am. Will you ask lance when he would be available for the call?

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
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**007677**



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**From:** Allen, Baker <[Baker.Allen@governor.alabama.gov](mailto:Baker.Allen@governor.alabama.gov)>

**Sent:** Wednesday, February 6, 2019 1:24 PM

**To:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>

**Subject:** Uniontown

Good Afternoon Chris,

Do you have time to discuss Uniontown this afternoon?

Sincerely,

M. Baker Allen

Office of Governor Kay Ivey

Economic Policy Advisor

**007678**



**From:** [Beeker, Chris - RD, Montgomery, AL](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** RE: Uniontown  
**Date:** Wednesday, February 6, 2019 3:50:00 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

---

Ok get Shelly to set it up any time after lunch that works for both of us.

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
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**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Wednesday, February 6, 2019 2:46 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** Re: Uniontown

Lance said anytime tomorrow before 3:30.

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Date:** Wednesday, February 6, 2019 at 2:39:53 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Subject:** RE: Uniontown

Yes

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
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**007679**



---

**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Wednesday, February 6, 2019 2:38 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** Re: Uniontown

Ok I will call lance and see when he is available tomorrow. You need me on Baker call?

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Date:** Wednesday, February 6, 2019 at 2:33:00 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Subject:** RE: Uniontown

We just need to have one before Friday am. Also, Baker Allen wants to talk to me today.

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
[www.rd.usda.gov](http://www.rd.usda.gov) "Committed to the future of rural communities"

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**From:** Bowen, Allen - RD, Montgomery, AL  
**Sent:** Wednesday, February 6, 2019 2:09 PM  
**To:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** Re: Uniontown

Thursday conference call?

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Date:** Wednesday, February 6, 2019 at 1:45:08 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Subject:** FW: Uniontown

See below, and we need to send out a invite for a conference call with; You, me, Lance, and Mike smith before our meeting Friday am. Will you ask lance when he would be available for the call?

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture

**007680**



4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
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**From:** Allen, Baker <[Baker.Allen@governor.alabama.gov](mailto:Baker.Allen@governor.alabama.gov)>

**Sent:** Wednesday, February 6, 2019 1:24 PM

**To:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>

**Subject:** Uniontown

Good Afternoon Chris,

Do you have time to discuss Uniontown this afternoon?

Sincerely,

M. Baker Allen  
Office of Governor Kay Ivey  
Economic Policy Advisor

**007681**



**From:** [Robert White](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** RE: Uniontown  
**Date:** Tuesday, January 29, 2019 12:01:38 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

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Mr. Bowen,

Glad you are back in action!

I caught up with Emefa by phone this morning and told her I had to get a copy of the draft By-Laws document from her immediately for review and reporting to you.

She said that she doesn't have the latest copy of the document, but that Nivory and Atty. Prince Chestnut have the document and have been reporting to you. I told her that there has been miscommunication because you are looking for us (ARWA) to coordinate the activity and that we have to get the document. (By far not the first time I've tried to explain this with her.)

She said she was heading directly to the office (this was just before 9 this morning) and would get a group email out to ARWA, yourself, Nivory and attorney to get us on the same page.

I stressed, again, the need for the information.

I can't understand why we (ARWA) are getting such push-back. I have not reached out to Nivory. I'm trying to get the information directly from Uniontown.

Please let me know what you would have me do next and I'll be happy to comply.

Thanks!



## Rob White IV

Deputy 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)



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**007682**



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@al.usda.gov>  
**Sent:** Tuesday, January 29, 2019 10:02 AM  
**To:** Robert White <rwhite@alruralwater.com>  
**Cc:** Gordon, Nivory - RD, Camden, AL <Nivory.Gordon@al.usda.gov>; Beeker, Chris - RD, Montgomery, AL <Chris.Beeker@al.usda.gov>  
**Subject:** Uniontown

Rob, do you have an update on the status of the formation of the Utilities Board in Uniontown?

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

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**007683**



**From:** [Hale, Stan - RD, Montgomery, AL](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** RE: Uniontown  
**Date:** Thursday, May 16, 2019 9:49:31 AM

---

Did you respond to this email from Chris?

Stan B. Hale  
USDA RURAL DEVELOPMENT  
Community Programs  
State Loan Specialist  
4121 Carmichael Road, Suite 601  
Montgomery, Alabama 36106-3683  
Voice Direct 334-279-3616  
Fax 855-304-8457  
[stan.hale@usda.gov](mailto:stan.hale@usda.gov)

---

**From:** Beeker, Chris - RD, Montgomery, AL  
**Sent:** Wednesday, May 15, 2019 5:59 PM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Cc:** Baker, Shelley - RD, Montgomery, AL <[shelley.baker@usda.gov](mailto:shelley.baker@usda.gov)>; Hale, Stan - RD, Montgomery, AL <[stan.hale@usda.gov](mailto:stan.hale@usda.gov)>  
**Subject:** Uniontown

I need to get Sen Bobby Singleton a description of the Uniontown project and a breakdown of the money. He wants to present that to budget committee and let them know why we need the matching funds. Also, he's been asking for \$3million, but I told him it's \$3.7, isn't that right?

**007684**



**From:** [Beeker, Chris - RD, Montgomery, AL](#)  
**To:** [Primrose, Edna - RD, Washington, DC](#); [Bowen, Allen - RD, Montgomery, AL](#)  
**Cc:** [Barringer, Scott - RD, Washington, DC](#)  
**Subject:** Re: !! URGENT for ASEC: Unionville -- DEADLINE 5 pm TODAY 2/4 (wants to add to speech)  
**Date:** Monday, February 4, 2019 3:35:02 PM

---

I just sent Allen an e-mail asking for info on our partnership with ARWA, and we can add some info on the Uniontown project.

---

**From:** "Primrose, Edna - RD, Washington, DC" <[Edna.Primrose@wdc.usda.gov](mailto:Edna.Primrose@wdc.usda.gov)>  
**Date:** Monday, February 4, 2019 at 2:28:01 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>, "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Cc:** "Barringer, Scott - RD, Washington, DC" <[Scott.Barringer@wdc.usda.gov](mailto:Scott.Barringer@wdc.usda.gov)>  
**Subject:** FW: !! URGENT for ASEC: Unionville -- DEADLINE 5 pm TODAY 2/4 (wants to add to speech)

Hi Allen and Chris,

Can you provide a quick bullet point update on what's happening in Unionville? Sorry for the quick turnaround.

Edna

---

**From:** Wheat, Marie - RD, Washington, DC  
**Sent:** Monday, February 4, 2019 2:52 PM  
**To:** Primrose, Edna - RD, Washington, DC <[Edna.Primrose@wdc.usda.gov](mailto:Edna.Primrose@wdc.usda.gov)>  
**Cc:** Peterson, Dana - RD, Washington, DC <[Dana.Peterson@wdc.usda.gov](mailto:Dana.Peterson@wdc.usda.gov)>; Gamboney, Cheryl - RD, Washington, DC <[Cheryl.Gamboney@wdc.usda.gov](mailto:Cheryl.Gamboney@wdc.usda.gov)>; Susmann, Jacqueline - OSEC, Washington, DC <[Jacqueline.Susmann@wdc.usda.gov](mailto:Jacqueline.Susmann@wdc.usda.gov)>; Hartley, Heather - RD, Columbus, OH <[Heather.Hartley@oh.usda.gov](mailto:Heather.Hartley@oh.usda.gov)>  
**Subject:** !! URGENT for ASEC: Unionville -- DEADLINE 5 pm TODAY 2/4  
**Importance:** High

Hi Edna – Anne Hazlett is giving a speech at 8:30 a.m. tomorrow and will be speaking about Unionville in her remarks under the topic of "Partnerships." Could you please send an update of the latest information so that we can be sure that the ASEC is fully aware and up to speed. Thank you – so sorry for the very tight deadline.

Marie

Marie Wheat  
Director, Office of External Affairs  
USDA Rural Development  
202-720-1019

**007685**



**From:** [Primrose, Edna - RD, Washington, DC](#)  
**To:** [Helton, Beverly - RD, Montgomery, AL](#); [Bowen, Allen - RD, Montgomery, AL](#); [Beeker, Chris - RD, Montgomery, AL](#)  
**Subject:** Re: How are you coming on Uniontown  
**Date:** Monday, February 4, 2019 5:07:34 PM

---

This is what I did with the one paragraph you were working on. I think you gave us plenty. Well done!

\* ARWA is knowledgeable about Uniontown's existing infrastructure, environmental compliance issues, and issues related to financial management. ARWA had previously provided specialized assistance on a number of water infrastructure matters, such as leak studies in the sewer system and breaks in line, etc.

---

**From:** "Primrose, Edna - RD, Washington, DC" <[Edna.Primrose@wdc.usda.gov](mailto:Edna.Primrose@wdc.usda.gov)>  
**Date:** Monday, February 4, 2019 at 4:58:19 PM  
**To:** "Helton, Beverly - RD, Montgomery, AL" <[beverly.helton@al.usda.gov](mailto:beverly.helton@al.usda.gov)>, "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>, "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** Re: How are you coming on Uniontown

This is awesome! Thank you so much!!

---

**From:** "Helton, Beverly - RD, Montgomery, AL" <[beverly.helton@al.usda.gov](mailto:beverly.helton@al.usda.gov)>  
**Date:** Monday, February 4, 2019 at 4:57:13 PM  
**To:** "Primrose, Edna - RD, Washington, DC" <[Edna.Primrose@wdc.usda.gov](mailto:Edna.Primrose@wdc.usda.gov)>  
**Subject:** RE: How are you coming on Uniontown

- Uniontown is a very small, rural Alabama town that provides wastewater service to approximately 2,810 customers. For years, the City's wastewater system has failed to comply with environmental regulatory requirements. Numerous agencies and technical assistance providers have worked with the Uniontown to develop a solution to health and sanitary issues caused by a failing sewer system that not only impacts Uniontown customers, but surrounding communities.
- In Fiscal Year 2018, USDA Rural Development awarded a \$23,437,500 grant to the City of Uniontown to redesign and rehabilitate the city's entire wastewater system. This major infrastructure project created a local partnership through an agreement to construct an interconnection with a nearby rural municipality that will be responsible for treating wastewater pumped from Uniontown.
- Alabama Rural Water Association (ARWA) and Rural Development (RD) have a strong, long-standing, and effective partnership working together to assist rural communities and towns successfully manage and meet their infrastructure needs.
- ARWA is an active participant in Rural Development's quarterly Rural Infrastructure Partnership Meetings focused on bringing together Federal and State agencies and technical assistance partners to address and identify rural water and wastewater infrastructure needs in Alabama.

**007686**



- This small, rural town did not have the capability to complete and submit an application for financial assistance to USDA Rural Development. Using their knowledge and years of experience with RD programs, ARWA stepped up as a partner to fill a much-needed role as a technical assistance provider to help the City of Uniontown complete their application for USDA Rural Development funding for their wastewater project. Their assistance also included working closely with the project engineer.
- Working on this statement, ....ARWA had previously assisted Uniontown with leak studies in sewer system....breaks in line, etc.; smoke test for leaks in sewer system; ARWA knowledgeable about Uniontown existing infrastructure, environmental compliance issues, and issues related to financial management.
- ARWA, at the request of RD, is continuing to work with the City of Uniontown and it's legal counsel to establish a utilities board responsible for overseeing the management and operation of the city's water and wastewater systems. Establishment of a separate Utilities Board was a condition set forth by USDA RD in the grant agreement for this project.

**From:** Primrose, Edna - RD, Washington, DC

**Sent:** Monday, February 4, 2019 3:56 PM

**To:** Helton, Beverly - RD, Montgomery, AL <[beverly.helton@al.usda.gov](mailto:beverly.helton@al.usda.gov)>

**Subject:** Re: How are you coming on Uniontown

No attachment

**From:** "Helton, Beverly - RD, Montgomery, AL" <[beverly.helton@al.usda.gov](mailto:beverly.helton@al.usda.gov)>

**Date:** Monday, February 4, 2019 at 4:55:48 PM

**To:** "Primrose, Edna - RD, Washington, DC" <[Edna.Primrose@wdc.usda.gov](mailto:Edna.Primrose@wdc.usda.gov)>

**Subject:** RE: How are you coming on Uniontown

Thus far – can broaden if necessary or allow speech writer to do so as needed....

**From:** Primrose, Edna - RD, Washington, DC

**Sent:** Monday, February 4, 2019 3:54 PM

**To:** Bowen, Allen - RD, Montgomery, AL <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>; Helton, Beverly - RD, Montgomery, AL <[beverly.helton@al.usda.gov](mailto:beverly.helton@al.usda.gov)>; Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>

**Subject:** How are you coming on Uniontown

Keep it high level, broad- Anne is incorporating into broader remarks. Thanks, you guys!

Edna

**007687**



**From:** [Primrose, Edna - RD, Washington, DC](#)  
**To:** [Helton, Beverly - RD, Montgomery, AL](#); [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** Re: UNIONTOWN: FW: !! ASAP for ASEC: Unionville -- DEADLINE 5 pm TODAY  
**Date:** Monday, February 4, 2019 4:06:09 PM

---

Great plus activities around this or since then

---

**From:** "Helton, Beverly - RD, Montgomery, AL" <[beverly.helton@al.usda.gov](mailto:beverly.helton@al.usda.gov)>  
**Date:** Monday, February 4, 2019 at 4:05:13 PM  
**To:** "Primrose, Edna - RD, Washington, DC" <[Edna.Primrose@wdc.usda.gov](mailto:Edna.Primrose@wdc.usda.gov)>, "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Subject:** RE: UNIONTOWN: FW: !! ASAP for ASEC: Unionville -- DEADLINE 5 pm TODAY

FYi 2018 - \$23,437,500 – WEP grants.  
(WEP grant and ECWAG grant combined into one total)

---

**From:** Primrose, Edna - RD, Washington, DC  
**Sent:** Monday, February 4, 2019 3:03 PM  
**To:** Helton, Beverly - RD, Montgomery, AL <[beverly.helton@al.usda.gov](mailto:beverly.helton@al.usda.gov)>; Bowen, Allen - RD, Montgomery, AL <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Subject:** Re: UNIONTOWN: FW: !! ASAP for ASEC: Unionville -- DEADLINE 5 pm TODAY

At the very least let's mention the grant obligation in FY 18.

---

**From:** "Helton, Beverly - RD, Montgomery, AL" <[beverly.helton@al.usda.gov](mailto:beverly.helton@al.usda.gov)>  
**Date:** Monday, February 4, 2019 at 3:39:15 PM  
**To:** "Primrose, Edna - RD, Washington, DC" <[Edna.Primrose@wdc.usda.gov](mailto:Edna.Primrose@wdc.usda.gov)>  
**Subject:** UNIONTOWN: FW: !! ASAP for ASEC: Unionville -- DEADLINE 5 pm TODAY

Edna – looping you in for UNIONTOWN, Alabama info.. as I mentioned the article may be or may not be helpful to the speech writer....I'm not sure of the audience..

Allen is meeting with me now...

---

**From:** Wheat, Marie - RD, Washington, DC  
**Sent:** Monday, February 4, 2019 2:32 PM  
**To:** Helton, Beverly - RD, Montgomery, AL <[beverly.helton@al.usda.gov](mailto:beverly.helton@al.usda.gov)>  
**Cc:** Gamboney, Cheryl - RD, Washington, DC <[Cheryl.Gamboney@wdc.usda.gov](mailto:Cheryl.Gamboney@wdc.usda.gov)>; Susmann, Jacqueline - OSEC, Washington, DC <[Jacqueline.Susmann@wdc.usda.gov](mailto:Jacqueline.Susmann@wdc.usda.gov)>; Hartley, Heather - RD, Columbus, OH <[Heather.Hartley@oh.usda.gov](mailto:Heather.Hartley@oh.usda.gov)>; Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** RE: !! ASAP for ASEC: Unionville -- DEADLINE 5 pm TODAY

Beverly – I have also asked Edna Primrose for an update up here, so may want to loop her in so you are all mtg at the same time with this deadline. Thx!

**007688**



---

**From:** Helton, Beverly - RD, Montgomery, AL

**Sent:** Monday, February 4, 2019 3:31 PM

**To:** Wheat, Marie - RD, Washington, DC <[Marie.Wheat@wdc.usda.gov](mailto:Marie.Wheat@wdc.usda.gov)>

**Cc:** Gamboney, Cheryl - RD, Washington, DC <[Cheryl.Gamboney@wdc.usda.gov](mailto:Cheryl.Gamboney@wdc.usda.gov)>; Susmann, Jacqueline - OSEC, Washington, DC <[Jacqueline.Susmann@wdc.usda.gov](mailto:Jacqueline.Susmann@wdc.usda.gov)>; Hartley, Heather - RD, Columbus, OH <[Heather.Hartley@oh.usda.gov](mailto:Heather.Hartley@oh.usda.gov)>; Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>

**Subject:** RE: !! ASAP for ASEC: Unionville – DEADLINE 5 pm TODAY

This article published in ARWA's magazine does not specifically address Uniontown but thought speech writer might find something helpful in this article.

Meeting with WEP PD now...

---

**From:** Helton, Beverly - RD, Montgomery, AL

**Sent:** Monday, February 4, 2019 2:16 PM

**To:** Wheat, Marie - RD, Washington, DC <[Marie.Wheat@wdc.usda.gov](mailto:Marie.Wheat@wdc.usda.gov)>

**Subject:** RE: !! ASAP for ASEC: Unionville – DEADLINE 5 pm TODAY

Marie – was in meeting....Alabama Rural Water hosted...will get with WEP PD also.

---

**From:** Wheat, Marie - RD, Washington, DC

**Sent:** Monday, February 4, 2019 1:55 PM

**To:** Beeker, Chris - RD, Montgomery, AL <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>; Helton, Beverly - RD, Montgomery, AL <[beverly.helton@al.usda.gov](mailto:beverly.helton@al.usda.gov)>

**Cc:** Gamboney, Cheryl - RD, Washington, DC <[Cheryl.Gamboney@wdc.usda.gov](mailto:Cheryl.Gamboney@wdc.usda.gov)>; Susmann, Jacqueline - OSEC, Washington, DC <[Jacqueline.Susmann@wdc.usda.gov](mailto:Jacqueline.Susmann@wdc.usda.gov)>; Hartley, Heather - RD, Columbus, OH <[Heather.Hartley@oh.usda.gov](mailto:Heather.Hartley@oh.usda.gov)>

**Subject:** !! ASAP for ASEC: Unionville -- DEADLINE 5 pm TODAY

Beverly – Could you pls give us a quick write up on the partnership with Alabama Rural Water and RD to provide water to Unionville? We need to know aspects of how the partnership made a real difference in making this project happen. Anne mentioned a meeting that she had with them when she was in the state and I am hoping you were there? If not, Chris may need to help us? Anne is speaking at 8:30 a.m. tomorrow so we need it by 5 p.m. today. Sorry for the tight deadline. Thank you!

Marie

Marie Wheat

Director, Office of External Affairs

USDA Rural Development

202-720-1019

**007689**



**From:** [Beeker, Chris - RD, Montgomery, AL](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** Re: Uniontown Alternative Funding Proposal  
**Date:** Wednesday, February 6, 2019 11:13:37 PM

---

Always!

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
[www.rd.usda.gov](http://www.rd.usda.gov) "Committed to the future of rural communities"

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**From:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Date:** Wednesday, February 6, 2019 at 9:12:55 PM  
**To:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** Re: Uniontown Alternative Funding Proposal

I did but I always double check myself

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Date:** Wednesday, February 6, 2019 at 9:06:57 PM  
**To:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Subject:** Re: Uniontown Alternative Funding Proposal

You mean to tell me you can't do that in your head?

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
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**From:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>  
**Date:** Wednesday, February 6, 2019 at 7:59:10 PM  
**To:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>  
**Subject:** Re: Uniontown Alternative Funding Proposal

**007690**



I'll have crunch the numbers, it will make the rates increase but not sure how much yet!

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>

**Date:** Wednesday, February 6, 2019 at 5:24:17 PM

**To:** "Bowen, Allen - RD, Montgomery, AL" <[Allen.Bowen@al.usda.gov](mailto:Allen.Bowen@al.usda.gov)>, "Hale, Stan - RD, Montgomery, AL" <[Stan.Hale@al.usda.gov](mailto:Stan.Hale@al.usda.gov)>

**Subject:** Fwd: Uniontown Alternative Funding Proposal

Here is what the Governor's office is proposing. Please let me know what u think, and let's discuss tomorrow.

Chris Beeker III

State Director | Alabama State Office

Rural Development

U.S. Department of Agriculture

4121 Carmichael Road, Suite 601 | Montgomery, AL 36106

Phone: 334-279-3402 | Fax: 855-304-8456

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---

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**From:** "Allen, Baker" <[Baker.Allen@governor.alabama.gov](mailto:Baker.Allen@governor.alabama.gov)>

**Date:** Wednesday, February 6, 2019 at 5:13:07 PM

**To:** "Beeker, Chris - RD, Montgomery, AL" <[Chris.Beeker@al.usda.gov](mailto:Chris.Beeker@al.usda.gov)>

**Subject:** Uniontown Alternative Funding Proposal

Good Afternoon Chris,

Below is an outline of the alternative funding proposal for the Uniontown project. The below scenario assumes the sewer and water utilities are combined and formed into an independent board.

#### **Alternative Funding for USDA Project**

- Below is a proposed alternative source of funding for the \$3,562,000 requested by Uniontown.
  - i) \$350,000 CDBG
  - ii) \$3,212,000 from a combination of a de facto grant and a loan through the state revolving funding which is housed at ADEM.
    - \$500,000 in loan forgiveness, a de facto grant.
    - \$2,740,000 30-year state revolving fund loan
      - While Uniontown only needs \$2,712,500 in funding, fees associated with the loan would bring the loan up to \$2,740,000.
      - The code, 22-34-11C and 22-23B-8C, would need to be amended to align with the federal law which allows distressed communities to take a 30-year loan. By statute, Alabama caps itself to a maximum of a 20-year loan.

\*Under a 30-year loan, the highest estimated annual debt service payment would be \$126,375. A

**007691**



20-year loan's highest estimated annual debt service payment would be \$170,445

Sincerely,

M. Baker Allen  
Office of Governor Kay Ivey  
Economic Policy Advisor



**From:** [Fry, Brantley \(Jones\)](#)  
**To:** [Beeker, Chris - RD, Montgomery, AL](#)  
**Cc:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** Re: Uniontown Update  
**Date:** Monday, May 6, 2019 2:44:30 PM  
**Attachments:** [image001.png](#)  
[USDA In Youtube](#)  
[gov.delivery](#)  
[USDA In Flickr](#)  
[USDA RSS Feeds](#)  
[USDA In Twitter](#)  
[USDA In Facebook](#)  
[image001.png](#)  
[image001.png](#)  
[image001.png](#)

---

Wonderful. Thank you both.

**Brantley Fry**

State Director  
Senator Doug Jones  
Vance Federal Building  
[1800 Fifth Avenue, North](#)  
[Birmingham, AL 35203](#)  
Phone: [205-731-1500](#)  
[brantley\\_fry@jones.senate.gov](mailto:brantley_fry@jones.senate.gov)  
[jones.senate.gov](http://jones.senate.gov)



On May 6, 2019, at 1:11 PM, Beeker, Chris - RD, Montgomery, AL  
<[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)> wrote:

Brantley- I will try to call you later this afternoon to discuss. In the meantime, I've copied Allen Bowen our Program Director and have asked him to send you an e-mail with the latest updates we have on the project.

Thanks,

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
[4121 Carmichael Road, Suite 601 | Montgomery, AL 36106](#)  
Phone: [334-279-3402](#) | Fax: [855-304-8456](#)  
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**007693**



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**From:** "Fry, Brantley (Jones)" <[Brantley\\_Fry@jones.senate.gov](mailto:Brantley_Fry@jones.senate.gov)>  
**Date:** Monday, May 6, 2019 at 12:57:30 PM  
**To:** "Beeker, Chris - RD, Montgomery, AL" <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>  
**Subject:** Uniontown Update

Chris,

I hope all's well with you. I have been meaning to touch base with you for some time and apologize for not doing so sooner. Do you have an update on the Uniontown wastewater grant situation? Please let me know if it's easier to discuss by phone. I can be available this afternoon between now and 1:40 and between 3:30 - 6:00. My cell (b) (6) is the best way to reach me.

Many thanks,  
Brantley

**Brantley Fry**  
State Director  
Senator Doug Jones  
Vance Federal Building  
1800 Fifth Avenue, North  
Birmingham, AL 35203  
Phone: 205-731-1500  
[brantley\\_fry@jones.senate.gov](mailto:brantley_fry@jones.senate.gov)  
[jones.senate.gov](http://jones.senate.gov)



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**007694**



**From:** [Fry, Brantley \(Jones\)](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Cc:** [Beeker, Chris - RD, Montgomery, AL](#)  
**Subject:** Re: Uniontown Update  
**Date:** Monday, May 6, 2019 4:48:58 PM  
**Attachments:** [image001.png](#)  
[USDA In Youtube](#)  
[gov delivery](#)  
[USDA In Flickr](#)  
[USDA RSS Feeds](#)  
[USDA In Twitter](#)  
[USDA In Facebook](#)  
[image001.png](#)  
[image001.png](#)  
[USDA In Facebook](#)  
[USDA In Twitter](#)  
[USDA In Youtube](#)  
[gov delivery](#)  
[USDA In Flickr](#)  
[image001.png](#)

---

Allen,  
This is great news. Thank you.

Please keep us posted if there are ways that Senator Jones may provide support.

Kindest regards,  
Brantley

**Brantley Fry**

State Director  
Senator Doug Jones  
Vance Federal Building  
[1800 Fifth Avenue, North](#)  
[Birmingham, AL 35203](#)  
Phone: [205-731-1500](#)  
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[jones.senate.gov](http://jones.senate.gov)



On May 6, 2019, at 2:16 PM, Bowen, Allen - RD, Montgomery, AL  
<[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)> wrote:

Chris/Brantley, we have made good progress with the Uniontown sewer project lately. The Bylaws and Articles of the Utilities Board have been written, reviewed and concurred with by RD. They should be files this week. The new board members have been appointed and RD staff and Alabama Rural Water have met with them. Once the Board is official, this week, ARWA will schedule a six

**007695**



hour board member training session with them. Transfer of assets and liabilities can also begin. Service rules and regulations will be written and advertisement for 3rd party management as required by RD can begin. When we have completed these processes we hope that the rehab, repair and replacement of the collection system can get started.

If you have any questions please contact me!

Thanks

Allen

---

**From:** "Beeker, Chris - RD, Montgomery, AL" <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>  
**Date:** Monday, May 6, 2019 at 1:11:10 PM  
**To:** "Fry, Brantley (Jones)" <[Brantley\\_Fry@jones.senate.gov](mailto:Brantley_Fry@jones.senate.gov)>  
**Cc:** "Bowen, Allen - RD, Montgomery, AL" <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Subject:** Re: Uniontown Update

Brantley- I will try to call you later this afternoon to discuss. In the meantime, I've copied Allen Bowen our Program Director and have asked him to send you an e-mail with the latest updates we have on the project.

Thanks,

Chris Beeker III  
State Director | Alabama State Office  
Rural Development  
U.S. Department of Agriculture  
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106  
Phone: 334-279-3402 | Fax: 855-304-8456  
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**From:** "Fry, Brantley (Jones)" <[Brantley\\_Fry@jones.senate.gov](mailto:Brantley_Fry@jones.senate.gov)>  
**Date:** Monday, May 6, 2019 at 12:57:30 PM  
**To:** "Beeker, Chris - RD, Montgomery, AL" <[chris.beeker@usda.gov](mailto:chris.beeker@usda.gov)>  
**Subject:** Uniontown Update

Chris,

I hope all's well with you. I have been meaning to touch base with you for some time and apologize for not doing so sooner. Do you have an update on the Uniontown wastewater grant situation? Please let me know if it's easier to discuss by phone. I can

**007696**



be available this afternoon between now and 1:40 and between 3:30 - 6:00. My cell  
(b) (6) is the best way to reach me.

Many thanks,  
Brantley

**Brantley Fry**

State Director  
Senator Doug Jones  
Vance Federal Building  
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Birmingham, AL 35203  
Phone: 205-731-1500  
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**007697**



**From:** [Eva Dillard](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Cc:** [Taylor, John - RD, Montgomery, AL](#); [Gordon, Nivory - RD, Camden, AL](#)  
**Subject:** USDA/City of Uniontown Stakeholder Meetings  
**Date:** Thursday, January 3, 2019 4:11:57 PM

---

Dear Allen:

Just touching base to see if there has been any thoughts about scheduling the next in the series of stakeholder meetings we discussed November 16. Thank you. Best, Eva

Eva Dillard  
Staff Attorney  
Black Warrior Riverkeeper  
(205) 458-0095 [tel]  
(205) 458-0094 [fax]  
[www.BlackWarriorRiver.org](http://www.BlackWarriorRiver.org)

**007698**



**From:** [Robert White](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** Uniontown Draft ByLaws Review  
**Date:** Thursday, May 2, 2019 3:11:01 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[Uniontown Water Sewer-BYLAWS.pdf](#)

---

Mr. Bowen,

Please review the attached document and let me know if this is ok to send over to Atty Chestnut for review / revisions.

Thanks,



## 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)



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007699



**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, 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.

5. ~~A municipal officer is eligible for appointment, but any municipal officer who serves as a member of the board of directors shall not receive a fee for his/her services. While municipal officers are eligible for appointment, the United States Department of Agriculture (USDA) approved a grant in excess of \$23,000,000 and required that this corporation be created; and, that members of the board not be municipal officers or elected officials. In order to maintain grant eligibility with the USDA, the corporation understands and appreciates the fact that it must avoid the appearance of impropriety, conflicts of interest and corruptible practices. The appointment of elected or municipal officials to the board of this corporation while utilizing funding from the USDA will erode trust in the process and may be used by the USDA to disapprove funding for future water and sewer projects undertaken by this corporation.~~

**Commented [RW1]:** Can we just say that municipal officers are ineligible to serve, or does law require language stating municipal officer eligibility?



6. 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.

7. 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.

**Commented [RW12]:** Since the Board is already set at 5 members, can we combine the relevant portions of this paragraph into item 6, above?



### **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 need not be members of the board and said offices may be held by the same person.
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.

**Commented [RW13]:** My opinion would be to require the Sec/Treas, whether one person or two, to be members of 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.

**Commented [RW14]:** Should this statement go ahead and define that 2 signatures will 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 or by telegram.

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.

**Commented [RW15]:** Would electronic means of notice not also suffice for such notices?

### **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 funding's intended purpose(s), whether via grant or loan, the USDA shall be given notice of any proposed



alteration or amendment shall be provided in writing to the USDA for review prior to the meeting in which the vote on the amendment is set to take place so that the USDA may have an agent dispatched 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.



**From:** [Eva Dillard](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** Uniontown WWTP  
**Date:** Thursday, May 16, 2019 6:03:20 PM

---

Hi Allen — anything new to report? Thanks - Eva

Eva Dillard  
Staff Attorney  
Black Warrior Riverkeeper  
(205) 458-0095 [tel]  
(205) 458-0094 [fax]  
[www.BlackWarriorRiver.org](http://www.BlackWarriorRiver.org)

**007705**



**From:** [Tracy, Sarah - RD, Jackson, MS](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Date:** Monday, September 13, 2021 10:09:11 AM

---

hey there. . just to catch you up on Uniontown: I talked to Ed and think I have a good grasp of the situation. I asked him to send me the bid tabs (which he did) and told him that I would reach out to some of the more RD-seasoned engineers (which I have). I've also looked over the specs to be sure I understand what he's currently requiring and how he'd like to change it. I'm now waiting to hear back from Harry (SE in WV w/about 20+ years w/RD) to get his thoughts on what Ed is proposing. I'll let you know more as I do.

**007706**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Gernentz, Megan - RD, Marshall, MN](#)  
**Date:** Monday, June 28, 2021 2:41:34 PM

---

the LOC on the Uniontown sewer project required the formation of a Utilities Board which has been completed and that Board has been operation the utilities for 18 months or more and they own all the assets

**007707**





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

**007709**



**From:** Lee, Sandra  
**Sent:** Wed, 6 May 2020 15:33:25 +0000  
**To:** Lee, Sandra; (b) (6) @yahoo.com; (b) (6) @yahoo.com;  
(b) (6) @bellsouth.net; (b) (6) @gmail.com; Mike Walraven; Ed Morris; Bowen, Allen - RD,  
Montgomery, AL; cgunter@sentell.net; jgibbs@gibbsandsellers.com; Blanton, Carrie T; Lutz, Daphne Y;  
Anderson, Emily D; mayorhunter@ymail.com; (b) (6) @yahoo.com; Jayroe, Monica E;  
(b) (6) @gmail.com; Kitchens, Jeff; Berry, Kris; cityofuniontown@outlook.com;  
(b) (6) @gmail.com; chestnutlaw@att.net  
**Subject:** Uniontown Monthly Conference Call

Thursday, May 21, 2020 9:30 a.m.

Extension: 4113  
Dial-in Info: +1 (334) 271-7722  
Participant Code: 172-177-55

**007710**



**From:** [Eva Dillard](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** RE: Transfer of Permit from City to Uniontown Water and Sewer Board  
**Date:** Tuesday, October 13, 2020 4:57:18 PM

---

Thanks!

Eva Dillard  
Staff Attorney  
Black Warrior Riverkeeper  
(205) 458-0095 [tel]  
(205) 458-0094 [fax]  
[www.BlackWarriorRiver.org](http://www.BlackWarriorRiver.org)

**From:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Sent:** Tuesday, October 13, 2020 3:55 PM  
**To:** Eva Dillard <edillard@blackwarriorriver.org>  
**Cc:** Robert White <rwhite@alruralwater.com>  
**Subject:** RE: Transfer of Permit from City to Uniontown Water and Sewer Board

Eva, the Board has just recently been able to get an insurance quote and it should be in place very soon. Until then the permit is still in the City's name. once the policy is in force they will begin the process of working through the transfer process with ADEM.

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)

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**007711**



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**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)

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**007712**



**From:** [Prince Chestnut](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Cc:** [David Norton](#)  
**Subject:** Re: Uniontown  
**Date:** Friday, October 23, 2020 5:03:37 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

**007713**



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)

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**007714**



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**From:** [Robert White](#)  
**To:** [Clarence Black](#); [christine white](#); [Marilyn Miller](#); [Joyce Banks](#); (b) (6) @aol.com  
**Cc:** [Bowen, Allen - RD, Montgomery, AL](#); [khorne@wmsal.com](#); [Prince Chestnut](#); [Corey Martin](#); [Jerena Webb](#)  
**Subject:** Uniontown Board Meeting - October 13 2020  
**Date:** Monday, October 12, 2020 4:22:11 PM  
**Attachments:** [image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image002.png](#)  
[Board Package.pdf](#)

---

All,

I have attached a copy of the Board meeting materials for review for tomorrow's board meeting. As a reminder, you can see below the call-in information.

Uniontown Regular Board Meeting

**Please join my meeting from your computer, tablet, or smartphone.**

<https://www.gotomeet.me/ARWAMeetingFacilitationProgram/uniontown-regular-board-meeting>

**You can also dial in using your phone.**

United States: [+1 \(224\) 501-3412](tel:+12245013412)

**Access Code:** (b) (6)

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/566507949>

Let me know if you have any questions.

Thanks!



**Rob White IV**  
**Executive Director**

T: (b) (6) | M: (334) 306-6900

E: [rwhite@alruralwater.com](mailto:rwhite@alruralwater.com) | [www.alruralwater.com](http://www.alruralwater.com)

2576 Bell Road | Montgomery, AL 36117



**007716**



THE WATERWORKS AND SEWER BOARD  
OF THE CITY OF UNIONTOWN  
BOARD OF DIRECTORS MEETING  
BY CONFERENCE CALL  
October 13<sup>th</sup>, 2020

- I. Call to Order and Invocation
- II. Roll Call and Determination of Quorum
- III. Approval of the Agenda
- IV. Comments from the Public
  - A. Tyrone Brown
  - B. Henrietta Jones
  - C. Valerie Lockett
  - D. Sherman Norfleet
- V. Approval of the Minutes September 8<sup>th</sup>, 2020 Board Meeting
- VI. Approval of the Minutes October 5<sup>th</sup>, 2020 Special Call Meeting
- VII. Management Report
  - A. Financial Report
  - B. Operations Report
- VIII. Old Business
  - A. Service Rules and Regulations
- IX. New Business
- X. Other Business



# ***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

## **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



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

September 8<sup>th</sup>, 2020

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

Board Chairman, Mr. Clarence Black called to order a regular meeting of The Waterworks and Sewer Board of the City of Uniontown at 10:05 AM on September 8<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

Absent from the meeting were:

- None

## **II. Approval of the Agenda**

Chairman Black asked for a motion to approve the agenda. Marilyn Miller made a motion to approve the agenda, and Callie Sanders seconded the motion. The vote was unanimous in favor, and the motion carried. He asked for any comments from the public; there were none.

## **III. Approval of the Minutes**

Chairman Black then asked for a motion to approve the minutes of the August 10<sup>th</sup> meeting. Attorney Prince Chestnut instructed the Board to review the minutes because there were some errors. The call to order required a change in the date; the old business vote was wrong; should have been 2-2, #6 of the minutes should have had Miller and Black as a Yes. After correction being noted, Joyce Banks made a motion to approve the last meeting minutes as written with the corrections, and Marilyn Miller seconded the motion. The vote was unanimous in favor, and the motion carried.



#### **IV. Management Update**

Chairman Black called upon Kathy Horne, President of Water Management Services, Inc. (WMS), to provide the Financial Report.

Ms. Horne reported the Revenue and Expense Report as of August 31st, 2020. Total Income was \$84,215.73, and the total expense was \$1,346.33. Gross Profit (Loss) \$82,869.40. The bank account total was \$336,890.74. The total past due bills were \$116,002.03, and Kathy presented a list of bills that need to be paid at present to begin the process of catching up past due amounts and set the Board on a path of responsible fiscal management.

Allen Bower discussed the Short-Lived Asset Account and Payment Reserve Account that are required by the USDA.

After discussing the Financial Report, Joyce Banks motioned to approve the report as presented; Callie Sanders seconded the motion. The motion carried.

Chairman Black then called upon Rob White, Executive Director of the Alabama Rural Water Association (ARWA), to provide the Operations Report.

Mr. White began with the Water Operations report. For the reporting period of August 1<sup>st</sup> through August 31<sup>st</sup>, the system produced 24,532,000 gallons of potable water. The system sold 13,483,883 gallons of water, resulting in an unadjusted water loss of 45%. After adjustments of 3,575,200 gallons of known water loss, the adjusted water loss reported to the Alabama Department of Environmental Management (ADEM) was 30%. Mr. White informed the Board that the water loss goal is less than 15%, so work would continue to improve the costly issue of lost water.

Mr. White then reported that all required water samples had been taken and were good.

Additional information included 15 leaks that had been identified. Of those, nine (9) have been fixed, totaling an estimated 150 gallons per minute of water loss. Six (6) known leaks causing an estimated 100 – 150 gallons per minute of water loss are scheduled for repair.

Also noted was that one (1) of the two (2) well motors had failed. On August 23<sup>rd</sup>, the City Hall Well motor failed. Shepard Electric had been contacted and pulled the motor for repair. The well will remain down until repairs can be made. Until then, the Board will operate with only one source of water supply, which, if uninterrupted, is adequate to continue operations.

Mr. White then moved on to the Wastewater Operations report. He explained that one of the two Influent flow meters had been inoperative since July 10<sup>th</sup>. He reported that



this data is imperative to the acquisition of the approximately \$30,000,000 grant, and a company had been contacted by the ARWA to repair the broken flow meter. The company has ordered the parts and will fix the meter once the parts were available. In addition, Mr. White reported that five (5) lift stations only have one operational pump. Lift stations require two (2) pumps to maintain appropriate redundancy of service necessary to prevent illegal and catastrophic sanitary sewer overflows (SSOs). Shepard Electric has been contacted and will review all the Board's lift stations and provide quotes and plans to repair those critical sites.

All required sampling had been conducted and resulted in no violations.

Marilyn Miller made a motion to accept the report, and Callie Sanders seconded. The motion carried.

Chairman Black then moved on to old business.

## **V. Old Business**

**River Keeper Request** – Rob White provided a brief update on the River Keepers request to the Board at the June Board meeting. Representatives from several groups held a forum in which Mr. White provided an overview of Harvest Select's contributions alongside Uniontown's performance history. The ARWA would not presently recommend to the Board deleting or reducing the capacity of Harvest Select as the data did not indicate the measure would improve the system's performance in a meaningful way. The ARWA recommends that the USDA and other partners project continue and collection system repairs begin as soon as possible. The ARWA is also working with Harvest Select to address current issues with slug flows within their treatment process.

**Insurance** - Rob White advised the Board that acquiring insurance quotes has been a challenge, but he and Owen Peak are still working diligently to acquire some. Many carriers are simply declining to quote due to available information from past insurance performance under the City and the current failed state of the wastewater treatment process. The Board currently has a clean record, so he feels confident that a quote would be offered very soon. Mr. White stated that if a quote were to be acquired before the next regular Board meeting, he would work with Attorney Chestnut to hold a special meeting for immediate insurance adoption.

**Service Rules and Regulations** – Draft Service Rules and Regulations were provided to the Board for consideration. After discussion, Joyce Banks motioned to accept the Service Rules and Regulations subject to Attorney Prince Chestnut's approval. Marilyn Miller seconded, and the motion carried with a vote of 4 - 1. Ms. Bruno voted no on the measure.



Allen Bowen gave good comments about the change that he has seen so far in Uniontown and stated that he appreciated all the Board members' hard work and dedication to the project's success benefitting Uniontown's people.

Chairman Black then moved on to new business.

## **VI. New Business**

Rob White informed the Board that the ADEM had conducted inspections on both the water and wastewater portions of the system during the last month. He informed the Board that the results of those inspections would be available at the next regular Board meeting. Also noted was that the ARWA would be providing a free Inspection Binder to assist those processes in the future.

Chairman Black stated he would entertain a motion to adjourn if no other business.

## **VII. Adjournment**

There being no further business, Marilyn Miller made a motion to adjourn the meeting. Joyce Banks seconded the motion. The motion was approved. The meeting was adjourned at 11:25 AM.

---

Clarence Black, Chairman

---

Marilyn Miller, Secretary



# Waterworks and Sewer Board of the City of Uniontown Revenue and Expenses

Board Meeting on 10/13/2020

| Description                            | August<br>2020       | September<br>2020     | Totals               |                                                                                                  |
|----------------------------------------|----------------------|-----------------------|----------------------|--------------------------------------------------------------------------------------------------|
| <b>Income</b>                          |                      |                       |                      |                                                                                                  |
| Water Sales                            | \$ 42,413.33         | \$ 37,313.35          | \$ 79,726.68         |                                                                                                  |
| Sewer Sales                            | \$ 35,610.34         | \$ 34,448.41          | \$ 70,058.75         |                                                                                                  |
| Taxes Collected                        | \$ 1,533.29          | \$ 1,759.59           | \$ 3,292.88          |                                                                                                  |
| Penalties                              | \$ 2,835.46          | \$ 2,110.20           | \$ 4,945.66          |                                                                                                  |
| Non-Payment Fees                       | \$ 964.70            | \$ 3,342.54           | \$ 4,307.24          |                                                                                                  |
| Account Deposit Fees                   | \$ 75.00             | \$ 300.00             | \$ 375.00            |                                                                                                  |
| Returned Check Fees                    | \$ 45.00             | \$ 60.00              | \$ 105.00            |                                                                                                  |
| Miscellaneous Income                   | \$ 163.61            | \$ 791.96             | \$ 955.57            |                                                                                                  |
| <b>Total Revenue</b>                   | <b>\$ 83,640.73</b>  | <b>\$ 80,126.05</b>   | <b>\$ 163,766.78</b> |                                                                                                  |
| Other Income                           | \$ -                 | \$ -                  | \$ -                 |                                                                                                  |
| <b>Total Income</b>                    | <b>\$ 83,640.73</b>  | <b>\$ 80,126.05</b>   | <b>\$ 163,766.78</b> |                                                                                                  |
| <b>Expenses</b>                        |                      |                       |                      | <b>Past Due Amounts</b>                                                                          |
| Board of Directors Expense             | \$ -                 | \$ 6,600.00           | \$ 6,600.00          | \$ 13,200.00                                                                                     |
| Board Travel Expense                   | \$ -                 | \$ -                  | \$ -                 | \$ -                                                                                             |
| Power · Forniss St Lagoon HD Wrks      | \$ -                 | \$ 183.14             | \$ 183.14            | \$ -                                                                                             |
| Power · West Ave Lift Station #2       | \$ -                 | \$ 478.63             | \$ 478.63            | \$ -                                                                                             |
| Power · Co Rd 53 Cahaba Lift Station   | \$ -                 | \$ 515.84             | \$ 515.84            | \$ -                                                                                             |
| Power · Parnell Dr Lift Station #1     | \$ -                 | \$ 289.63             | \$ 289.63            | \$ -                                                                                             |
| Power · Rabbit Yard Lift Station       | \$ -                 | \$ 463.38             | \$ 463.38            | \$ -                                                                                             |
| Power · Co Rd 53 Lift Station #3       | \$ -                 | \$ 592.79             | \$ 592.79            | \$ -                                                                                             |
| Power · Jones & Langhorn Lift Station  | \$ -                 | \$ 520.83             | \$ 520.83            | \$ -                                                                                             |
| Power · Canebreak St Lift Station      | \$ -                 | \$ 2,036.51           | \$ 2,036.51          | \$ -                                                                                             |
| Power · Co Rd 53 Lift Station #3       | \$ -                 | \$ 1,624.31           | \$ 1,624.31          | \$ -                                                                                             |
| Power · Front St City Well             | \$ -                 | \$ 3,474.54           | \$ 3,474.54          | \$ -                                                                                             |
| Power · James Ave Well                 | \$ -                 | \$ 14,044.34          | \$ 14,044.34         | \$ -                                                                                             |
| Power · Forniss St Lagoon HD Wrks      | \$ -                 | \$ 36,014.13          | \$ 36,014.13         | \$ -                                                                                             |
| Chemicals                              | \$ -                 | \$ 550.00             | \$ 550.00            | \$ -                                                                                             |
| Water Testing Lab Expense              | \$ -                 | \$ 719.95             | \$ 719.95            | \$ -                                                                                             |
| Water System Repairs & Maintenance     | \$ -                 | \$ -                  | \$ -                 | \$ -                                                                                             |
| Sewer System Repairs & Maintenance     | \$ -                 | \$ 1,448.00           | \$ 1,448.00          | \$ -                                                                                             |
| Equipment Repairs & Maintenance        | \$ -                 | \$ -                  | \$ -                 | \$ -                                                                                             |
| Diesel Fuel                            | \$ -                 | \$ -                  | \$ -                 | \$ -                                                                                             |
| Engineer Expense                       | \$ -                 | \$ 855.00             | \$ 855.00            | \$ -                                                                                             |
| Construction Expense                   | \$ -                 | \$ -                  | \$ -                 | \$ -                                                                                             |
| Utility Privilege Tax                  | \$ 1,173.68          | \$ 1,729.48           | \$ 2,903.16          | \$ -                                                                                             |
| Postage Expense                        | \$ -                 | \$ 333.45             | \$ 333.45            | \$ -                                                                                             |
| Office Supplies Expense                | \$ 172.65            | \$ -                  | \$ 172.65            | \$ -                                                                                             |
| Office Utilities Expense               | \$ -                 | \$ -                  | \$ -                 | \$ -                                                                                             |
| Office Repairs & Maintenance           | \$ -                 | \$ -                  | \$ -                 | \$ -                                                                                             |
| Telephone Expense                      | \$ -                 | \$ -                  | \$ -                 | \$ -                                                                                             |
| Computer Expense                       | \$ -                 | \$ -                  | \$ -                 | \$ -                                                                                             |
| CCR Expenses                           | \$ -                 | \$ -                  | \$ -                 | \$ -                                                                                             |
| Insurance - G & L, Bonds               | \$ -                 | \$ -                  | \$ -                 | \$ -                                                                                             |
| Audit Expense                          | \$ -                 | \$ -                  | \$ -                 | \$ -                                                                                             |
| Legal Fees - Chestnut Law              | \$ -                 | \$ 12,040.50          | \$ 12,040.50         | \$ 15,575.00                                                                                     |
| Management Service Fee                 | \$ -                 | \$ 27,323.65          | \$ 27,323.65         | \$ -                                                                                             |
| Management Service Fee - Reimbursables | \$ -                 | \$ 861.17             | \$ 861.17            | \$ -                                                                                             |
| Dues and Memberships                   | \$ -                 | \$ 550.00             | \$ 550.00            | \$ -                                                                                             |
| Licenses and Permits                   | \$ -                 | \$ -                  | \$ -                 | \$ -                                                                                             |
| NSF Bank Fees                          | \$ -                 | \$ -                  | \$ -                 | \$ -                                                                                             |
| Miscellaneous Expense                  | \$ -                 | \$ -                  | \$ -                 | \$ -                                                                                             |
| <b>Total Expenses</b>                  | <b>\$ 1,346.33</b>   | <b>\$ 113,249.27</b>  | <b>\$ 114,595.60</b> | <b>\$ 28,775.00</b>                                                                              |
| <b>Gross Profit (Loss)</b>             | <b>\$ 82,294.40</b>  | <b>\$ (33,123.22)</b> | <b>\$ 49,171.18</b>  | <b>NOTES</b>                                                                                     |
| Transfer to Reserve Account            | \$ -                 | \$ -                  | \$ -                 | Transfers to resume once project is in place. (by jan 31 at latest)                              |
| Transfer to Short Lived Assets Account | \$ -                 | \$ -                  | \$ -                 |                                                                                                  |
| <b>Profit (Loss)</b>                   | <b>\$ 82,294.40</b>  | <b>\$ (33,123.22)</b> | <b>\$ 49,171.18</b>  |                                                                                                  |
| Garbage Fees Collected                 | \$ 20,141.69         | \$ 25,145.42          | \$ 45,287.11         | Garbage fees are collected and paid from the 26th of a month to the 25th of the following month. |
| Garbage Fees Paid                      | \$ 20,141.69         | \$ 25,145.42          | \$ 45,287.11         |                                                                                                  |
| Operating Account                      | \$ 163,628.95        | \$ 137,685.41         |                      | Deposits will be tracked and placed in a dedicated account eventually.                           |
| Customer Refundable Deposits           | \$ (75.00)           | \$ (300.00)           | \$ (375.00)          |                                                                                                  |
| Reserve Fund Acct                      | \$ 19,957.29         | \$ 153,379.50         |                      | Amounts placed in wrong accounts. Reversal required and completed in September.                  |
| Short Lived Assets Account             | \$ 153,379.50        | \$ 19,957.29          |                      |                                                                                                  |
| Construction Account                   | \$ -                 | \$ -                  |                      | This account will manage the grant moneys once we are to that point.                             |
| <b>Total Bank Accounts</b>             | <b>\$ 336,890.74</b> | <b>\$ 310,722.20</b>  |                      |                                                                                                  |



## Waterworks and Sewer Board of the City of Uniontown

### September 2020 Bills Paid

| Name                            | Description                                   | Amount            | Date Paid  | Num   |
|---------------------------------|-----------------------------------------------|-------------------|------------|-------|
| Alabama Department of Revenue   | Utility Privilege Lic Tax                     | 1,729.48          | 09/04/2020 | Draft |
| Alabama Power                   | 45 Forniss St. Lagoon HD Works MLKJR          | 183.14            | 09/08/2020 | 1023  |
| Alabama Power                   | 1272 West Avenue Lift Station #2              | 478.63            | 09/08/2020 | 1023  |
| Alabama Power                   | 23355 County Road 53 Cahaba Liftstation       | 515.84            | 09/08/2020 | 1023  |
| Alabama Power                   | 42 Parnell Drive PUMP 1                       | 289.63            | 09/08/2020 | 1023  |
| Alabama Power                   | 455 Rabbit Yard Road; Rabbit Yard Liftstation | 463.38            | 09/08/2020 | 1023  |
| Alabama Power                   | 90 County Road 53; County Road 53 Liftstation | 592.79            | 09/08/2020 | 1023  |
| Alabama Power                   | 159 Jones Street; Langhorne Liftstation       | 520.83            | 09/08/2020 | 1023  |
| Alabama Power                   | 102 Canebrake St; Canebrake St. Liftstation   | 2,036.51          | 09/08/2020 | 1023  |
| Alabama Power                   | County Road 53; County Road 53 Liftstation    | 1,624.31          | 09/08/2020 | 1023  |
| Alabama Power                   | 198 Front Street; City Well                   | 3,474.54          | 09/08/2020 | 1023  |
| Alabama Power                   | 16 James Avenue; James Avenue Well            | 14,044.34         | 09/08/2020 | 1023  |
| Alabama Power                   | 250 Forniss Street; Lagoon                    | 36,014.13         | 09/08/2020 | 1023  |
| Alabama Rural Water Association | One Year Membership Utility                   | 550.00            | 09/08/2020 | 1021  |
| Joyce Banks                     | January - March 2020 BOD Pay                  | 1,200.00          | 09/08/2020 | 1011  |
| Clarence Black                  | January - March 2020 BOD Pay                  | 1,800.00          | 09/08/2020 | 1010  |
| Christine Bruno                 | January - March 2020 BOD Pay                  | 1,200.00          | 09/08/2020 | 1009  |
| Marilyn Miller                  | January - March 2020 BOD Pay                  | 1,200.00          | 09/08/2020 | 1012  |
| Callie Sanders                  | January - March 2020 BOD Pay                  | 1,200.00          | 09/08/2020 | 1013  |
| CC Lynch & Associates           | Repairs and Maintenance                       | 800.00            | 09/08/2020 | 1014  |
| Chestnut Law                    | Legal Fees August 2019 - February 2020        | 12,040.50         | 09/08/2020 | 1015  |
| City of Uniontown               | Reim. August Postage for 8/26/20 Mailing      | 333.45            | 09/08/2020 | 1016  |
| Pace Analytical                 | Water Testing                                 | 719.95            | 9/8/1010   | 1017  |
| Sentell Engineering             | Preparation of 2019 MWPP Report               | 855.00            | 09/08/2020 | 1022  |
| Water Management Services       | August Fees                                   | 27,323.65         | 09/08/2020 | 1018  |
| Water Management Services       | August Reimbursables                          | 861.17            | 09/08/2020 | 1018  |
| Waste and Water Specialties     | 150# Chlorine Cyc Serv and Fuel Surcharge     | 550.00            | 09/08/2020 | 1019  |
| Wiggins Electric LLC            | Labor/mileage sewer pumps; install floats     | 648.00            | 09/08/2020 | 1020  |
| <b>Total</b>                    |                                               | <b>113,249.27</b> |            |       |

**007724**





## 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 MONTH'S SAMPLING INFORMATION

| DESCRIPTION        | AMOUNT<br>DETECTED | VIOLATION<br>(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.





Alabama Department of Environmental Management  
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463  
Montgomery, Alabama 36130-1463  
(334) 271-7700 ■ FAX (334) 271-7950

September 14, 2020

Mr. Terry Tyson, Project Manager  
Uniontown Utilities Board  
P. O. Box 1069  
Uniontown, AL 36786

RE: Annual Inspection – FY2020  
PWSID # AL0001100  
Perry County

Dear Mr. Tyson:

The annual inspection of the Uniontown Utilities Board water system was conducted on September 2, 2020. Thank you and your staff for the assistance provided during my visit.

The water system consists of two (2) wells with a combined pumping capacity of 1,500-gallons per minute, two (2) water storage facilities with a combined storage capacity of 585,000 gallons and distribution mains to serve approximately 1,158 service connections. An interconnection exists with the Linden water system. A chlorine residual of 0.31 mg/L was measured in the distribution system.

The following recommendations were noted during the Department's inspection:

1. The water system should obtain a generator(s) that could be accessed during emergency situations.
2. The water system should evaluate its ability to control and evaluate the water systems operation with the use of SCADA (Supervisory Control and Data Acquisition).
3. The water system should develop a plan to replace aging and small diameter piping in portions of the distribution system.
4. The water system should develop a plan to add additional storage capacity and develop a tank maintenance schedule for the existing tanks.
5. The water system should create a Standard Operations Procedure (SOP) that can be accessed during emergency situations and be used as training material.





6. The water system should repair or replace valves and hydrants that are not currently working.

Overall, the operation and maintenance of the water system appeared to comply with Department requirements.

During the inspection the system's Lead and Copper Rule (LCR) sampling protocols and guidance documents were reviewed. Based on this review, the plan appears to be in compliance with all LCR sampling protocols and guidance documents requirements.

All certified laboratories that conduct lead and copper analysis are now required to notify ADEM within 24 hours of any action level exceedance; this will help ensure that you meet all of the public notification and education requirements as soon as possible.

Please continue to stay up to date on changes to Division 7 and Division 10 regulations. The most current regulations and forms can be found online at [www.adem.alabama.gov](http://www.adem.alabama.gov).

The Department requires all systems to update their Source Water Assessment Program (SWAP) before water supply permits are reissued. Application for permit reissuance is due 180 days prior to permit expiration.

The Department is providing a web-enabled electronic drinking water reporting system (eDWRS) for drinking water facilities to streamline the management of correspondence required by the drinking water program. If you need any assistance, please contact the eDWRS coordinator Ms. Donna Barton at (334) 271-7726 or by e-mail at [dbarton@adem.alabama.gov](mailto:dbarton@adem.alabama.gov).

The next annual Consumer Confidence Report (CCR) must be completed for calendar year 2020. If your water system sells to another water system, your water quality information must be provided to the purchasing system(s) by April 1, 2021, unless another date has been agreed upon by all systems. The Department recommends the use of an updated CCR Certification Form, available on the ADEM Drinking Water website or can be accessed via direct link at [adem.alabama.gov/DeptForms/Form347.pdf](http://adem.alabama.gov/DeptForms/Form347.pdf). The CCR must be properly delivered to your customers no later than July 1, 2021. A copy of the CCR and CCR Certification Form must be received by the Department in an electronic format no later than July 1, 2021. If you have any questions regarding the CCR, please call Ms. Laura Taylor at (334) 271-7820 or email her at [lat@adem.alabama.gov](mailto:lat@adem.alabama.gov).



Mr. Terry Tyson, Project Manager  
September 14, 2020  
Page 3

If there are any questions or if I can be of any assistance, please call me at (334) 271-7788 or email me at [llc@adem.alabama.gov](mailto:llc@adem.alabama.gov).

(b) (6)

Loren L. Crawford  
Water Supply Engineering Section  
Drinking Water Branch

LLC/llc

Enclosure: Inspection Form

Cc: Mr. Terry Tyson, Project Manager  
4057 Ararat Road  
Tokey, AL 36921

**007729**



**Alabama Department of Environmental Management - Drinking Water Branch**  
**Public Water System Evaluation Form**

☒ ANNUAL INSPECTION    ☐ SURFACE  
☐ SANITARY SURVEY    ☒ GROUND  
☐ OTHER - \_\_\_\_\_    ☐ PURCHASE

System Name Uniontown Utilities Board PWSID # AL000 1100  
County Perry Survey Date (Mo/Day/Yr) 9/2/2020  
Operator Corry Martin  
Certification Grade WG - 11 Operating Permit Exp Date (Mo/Day/Yr) 6/30/2022

SOURCE

1. Quantity
2. Security
3. Pumping Capacity
4. Intake Structure
5. Pumps
6. Screens

TREATMENT

7. Flash Mix
8. Flocculation
9. Sedimentation
10. Filtration
11. Mechanical Equipment Condition
12. Chemical Storage
13. Chemical Feed Equipment
14. Chemical Dosages

DISTRIBUTION SYSTEM

15. Finished Water Pumping Capacity
16. Water Quality
17. Pressure
18. Fire Flow
19. Distribution System Condition
20. Valve/Hydrant Maintenance
21. Flushing Program
22. Leak Detection/Repair
23. System Map
24. Disinfectant Residual
25. Booster Pumping Stations

STORAGE

26. Capacity
27. Protection/Security
28. Bypass/Drain/Overflow/Sample Tap
29. Maintenance Program

SYSTEM O & M

30. Facility Security
31. Routine Maintenance Program
32. Preventative Maintenance Program
33. Supplies/Spare Parts
34. Inst. Calibration Schedule
35. Waste Disposal
36. SOP Manual

OPERATION AND CONTROL

37. Certified Operators
38. Laboratory Equipment
39. On-Line Continuous CL2 Monitors
40. On-Line Turbidimeters
41. Computer Capabilities
42. Stand By Generators

MONITORING-REPORTING-RECORD KEEPING

43. Bac-T Sample Site Plan
44. Cross Connection Control Policy
45. DBP Monitoring Plan (Stage 1 and 2)
46. Chemical Monitoring Schedule
47. Water Conservation Plan
48. Source Water Assessment Plan
49. Vulnerability Assessment / ERP
50. Consumer Confidence Reporting
51. Monthly Operation Data Reports
52. Customer Complaints Records
53. Lead and Copper Monitoring Plan

Average Daily Production (Gallons) 832,000

Maximum Daily Production (Gallons) 1,286,000

Raw Water Pumping Capacity (Total) — MGD

Finished Water Pumping Capacity (Total) — MGD

WATER PURCHASED

1 Total # of Connections 0 # of Purchase Conn.

0 Total Gallons Purchased / Month

STORAGE CAPACITY

2 Number of Tanks 575,000  
Total Storage (Gallons)

FIELD TESTS CONDUCTED

Cl2 (mg/L) 0.31 pH/ — Iron — Turbidity —  
— c° — Mang. —  
OVERALL RATING S

(b) (6)

ADEM INSPECTOR

X (b) (6)

SYSTEM REPRESENTATIVE

Additional Comments hydrants may not work /  
getting scared / late 2019







## OPERATOR'S REPORT TO THE BOARD

### PRODUCTION DETAILS

| REPORT PERIOD  | GALLONS TREATED |
|----------------|-----------------|
| September 2020 | .49 MGD         |

| LAGOON RAINFALL TOTALS FOR PERIOD |
|-----------------------------------|
| September (4.13in)                |

| INFLUENT FLOW (TOTAL) | EFFLUENT FLOW (TOTAL) |
|-----------------------|-----------------------|
|-----------------------|-----------------------|

|           |                                                                                                                                                                                                                                                                                                                 |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Comments: | <p>The September 2020 DMR will be reported as a NO FLOW (which is ideal) as the outfall sample site had insufficient flow for sampling.</p> <p>Additionally, the September 2020 DMR will be reported as a Monitoring Equipment Violation as only one flow meter was working and the flow must be estimated.</p> |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### SSO'S/WORKER ORDERS COMPLETED

| DESCRIPTION | WHEN | WHERE | RESOLUTION |
|-------------|------|-------|------------|
| N/A         |      |       |            |
|             |      |       |            |
|             |      |       |            |



### THIS MONTH'S SAMPLING INFORMATION

| DESCRIPTION                    | VIOLATION<br>(Y/N) | COMMENTS |
|--------------------------------|--------------------|----------|
| 2x Monthly Influent/Effluent   | N                  |          |
| 1x Monthly Upstream/Downstream | N                  |          |
|                                |                    |          |

### UPCOMING SAMPLE INFORMATION

| DESCRIPTION                | DEADLINE | COMMENTS                              |
|----------------------------|----------|---------------------------------------|
| Regular monitoring samples | Date     | Regular sampling as required by ADEM. |
|                            | 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)

Inluent Flow meter returned to service on 9-30-2020.





Alabama Department of Environmental Management  
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463  
Montgomery, Alabama 36130-1463  
(334) 271-7700 ■ FAX (334) 271-7950

September 9, 2020

Mayor Jamaal Hunter  
City of Uniontown  
P.O. Box 1069  
Uniontown AL 36786

RE: Facility Inspection  
Uniontown Wastewater Treatment Facility  
NPDES Permit # AL0063657  
FID 7747.1  
Perry County (105)  
Inspected 9/1/2020

Dear Mayor Hunter:

Enclosed is a copy of an inspection report for the above referenced facility. A copy of the inspection report has been transmitted to the Department's Water Division for a compliance determination and any follow-up as appropriate.

Should you have any questions regarding permitting, compliance, enforcement, or any follow-up action you should take to correct any deficiencies noted, please contact your ADEM permit staff contact or the Water Division at H2omail@adem.alabama.gov or by phone at (334) 271-7943.

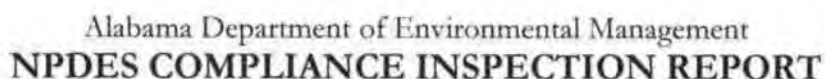
(b) (6)

Brenna Terry  
Field Operations Division

File: INSPR/12672  
ecopy: Water Division  
Enclosure: Inspection Report  
Photographs







|                                                                                                                                                                                                     |                    |                                                                           |                        |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------------|------------------------|--------------------------|
| FACILITY NAME:<br>Uniontown Wastewater Treatment Facility                                                                                                                                           |                    | HUC CODE +<br>SUBWATERSHED:<br>031601130703                               | LATITUDE:<br>32.442281 | LONGITUDE:<br>-87.524994 |
| PHYSICAL ADDRESS:<br>Lucian Street                                                                                                                                                                  | CITY:<br>Uniontown | COUNTY:<br>Perry                                                          | STATE:<br>AL           | ZIP:<br>36786            |
| FACILITY MAJOR CATEGORICAL<br>INSIGNIFICANT TYPE: X MINOR SIGNIFICANT PRIVATE                                                                                                                       |                    | NAME OF RECEIVING WATER:<br>Freetown Creek, Groundwater, Land Application |                        |                          |
| NAME(S), TITLE(S), AND PHONE NUMBER(S) OF ON-SITE REPRESENTATIVE(S):<br>Terry Tyson, Owner, Municipal Water Services 331-422-1408<br>Andrew Crawford, Alabama Rural Water Association, 334-396-5511 |                    |                                                                           |                        |                          |
| NAME, TITLE, AND PHONE NUMBER OF RESPONSIBLE OFFICIAL:<br>Jamaal Hunter, Mayor, 334-628-2011                                                                                                        |                    |                                                                           |                        |                          |
| MAILING ADDRESS:<br>Post Office Box 1069                                                                                                                                                            | CITY:<br>Uniontown | COUNTY:<br>Perry                                                          | STATE:<br>AL           | ZIP:<br>36786            |
| INSPECTION WAS: ANNOUNCED X UNANNOUNCED                                                                                                                                                             |                    |                                                                           |                        |                          |

BRIEF SUMMARY OF INSPECTION FINDINGS / COMMENTS

See comments on page 4.

NAME(S) AND SIGNATURE(S) OF INSPECTOR(S):

Brenna Terry

(b) (6)

TELEPHONE:

(205)942-6168

DATE: \_\_\_\_\_

9/9/2020

FOD OFFICE: X BIRMINGHAM DECATUR MOBILE MONTGOMERY

HAS THE INSPECTION BEEN RECORDED IN NMS?      ☒ YES    ☐ NO

NMS INSPECTION ID NO:

69795

STERN AUGUSTE-ENTDECKUNG/INSGESAMT 29.000 DAZELNEN

(b) (6)

TELEPHONE:

205-942-6168

DATE \_\_\_\_\_

9/9/2020



# Wastewater Lagoon NPDES Inspection Form

FACILITY NAME: Uniontown Wastewater Treatment Facility

PERMIT NUMBER: AL0063657

## I. PERMIT

|                                                                                          |     |       |                   |
|------------------------------------------------------------------------------------------|-----|-------|-------------------|
| A. Valid Permit maintained at facility and available for review                          | N/A | X YES | NO, comment # 1   |
| B. Correct name, mailing address, and/or physical address listed in Permit               | N/A | YES   | X NO, comment # 2 |
| C. Facility as described in Permit                                                       | N/A | X YES | NO, comment #     |
| D. Number and location(s) of discharge point(s) (incl stormwater) as described in Permit | N/A | YES   | X NO, comment # 3 |
| E. Correct name and location of receiving waters listed in Permit                        | N/A | YES   | X NO, comment # 3 |

## II. RECORDS and REPORTS

A. Records and reports maintained as required by the Permit for:

|                                                                  |       |       |               |
|------------------------------------------------------------------|-------|-------|---------------|
| 1. Sample date, time, location, and individual collecting sample | N/A   | X YES | NO, comment # |
| 2. Analyses date, time, analytical methods, and analyst          | N/A   | X YES | NO, comment # |
| 3. Lab equipment calibration and maintenance                     | N/A   | X YES | NO, comment # |
| 4. Complete chain of custody                                     | N/A   | X YES | NO, comment # |
| 5. Facility maintenance                                          | N/A   | X YES | NO, comment # |
| 6. Contributing SIDs and their compliance                        | X N/A | YES   | NO, comment # |

B. Standard Methods/EPA approved analytical methods used

N/A X YES NO, comment #

C. Records retained for at least 3 years

N/A X YES NO, comment #

D. Commercial lab used for reported analysis

N/A X YES NO, comment #

If yes: Commercial Lab Name: TTL

Address: 3516 Greensboro Avenue, Tuscaloosa, AL 35401

Phone: 205-345-0816

Parameters: All parameters required by the facility's NPDES permit

E. Written SSO Response Plan?

N/A YES X NO, comment # 4

If YES, when was it last updated?

## III. TREATMENT LAGOON

A. General

|                                                                          |     |       |                      |
|--------------------------------------------------------------------------|-----|-------|----------------------|
| 1. Safety equipment present                                              | N/A | X YES | NO, comment #        |
| 2. Standby power or alarm system present for power or equipment failures | N/A | X YES | NO, comment #        |
| 3. Facility properly operated and maintained                             | N/A | YES   | X NO, comment # 5-10 |
| a. Fencing and signs are satisfactory                                    | N/A | X YES | NO, comment #        |
| b. There is adequate access to lagoon and outfall                        | N/A | X YES | NO, comment #        |
| c. Dike is satisfactorily vegetated                                      | N/A | X YES | NO, comment #        |
| d. Dike is stable                                                        | N/A | X YES | NO, comment #        |
| e. Stormwater drainage is adequate                                       | N/A | X YES | NO, comment #        |
| 4. Qualified staff and training for new operators provided               | N/A | X YES | NO, comment #        |
| 5. Difficulty with industrial waste contributors                         | N/A | X NO  | YES, comment #       |
| 6. O&M manuals and schedules maintained                                  | N/A | X YES | NO, comment #        |

B. Primary Treatment

|                                              |       |     |                   |
|----------------------------------------------|-------|-----|-------------------|
| 1. Influent pump station is satisfactory     | N/A   | YES | X NO, comment # 5 |
| 2. Bar screen(s) is satisfactory             | N/A   | YES | X NO, comment # 6 |
| 3. Comminutor(s) is satisfactory             | X N/A | YES | NO, comment #     |
| 4. Grit / screening disposal is satisfactory | N/A   | YES | X NO, comment # 7 |
| 5. Chemical addition is satisfactory         | X N/A | YES | NO, comment #     |

C. Equivalent to Secondary Treatment

|                               |               |
|-------------------------------|---------------|
| 1. Number and layout of Cells | 3 in a series |
| 2. Acreage:                   | 20 acres      |



|                                                                           |                     |                       |                                     |
|---------------------------------------------------------------------------|---------------------|-----------------------|-------------------------------------|
| 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 #                       |



|                                                                                                                                                |                                                                                                 |           |                    |
|------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|--------------------|
| <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.                                                                                                                                                                                                                                                                                                                                                                                      |                |



Uniontown Wastewater  
Treatment Facility  
AL0063657  
Perry County (105)

September 1, 2020

Brenna Terry

Birmingham Field Office



1

Overflow observed at the facility's sprayfield.





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.



4



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

5



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.





8

Heavy duckweed observed in Cottonwood Creek at unpermitted emergency overflow outfall from third cell of lagoon.



9

Flooding observed in influent pump and bar screen station. Bar screen motor was damaged.



10



Flooding observed in influent pump and bar screen station. Bar screen motor was damaged.

11



Pile of grit observed on the ground by the bar screen.



12



Overview of the third and final cell in the series. Duckweed covered approximately 90% of the cell's surface.

13



Effluent prior to discharge to facility's sprayfield in third cell of the lagoon.



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<br>(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<br>(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

| <b>RESIDENTIAL – Uniform Block Rate</b> |                                                          |                      |                   |
|-----------------------------------------|----------------------------------------------------------|----------------------|-------------------|
| Implementation                          | Description                                              | Cost Inside City     | Cost Outside City |
| Current                                 | Minimum Bill<br>(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<br>(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 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



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Prince Chestnut](#); [Robert White](#); [Gordon, Nivory - RD, Camden, AL](#); "[mike@eosutilityservices.com](mailto:mike@eosutilityservices.com)"  
**Cc:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)  
**Subject:** RE: Transfer of utilities from City of Uniontown  
**Date:** Wednesday, February 19, 2020 3:23:00 PM

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Mr. Chestnut, I understand that EOS had some changes they wanted made it some of the documents. Have you reviewed those changes?

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)

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USDA is an equal opportunity provider,  
employer, and lender.

**From:** Prince Chestnut <[chestnutlawfirm@gmail.com](mailto:chestnutlawfirm@gmail.com)>  
**Sent:** Friday, February 14, 2020 1:00 PM  
**To:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>; Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>; Gordon, Nivory - RD, Camden, AL <[nivory.gordon@usda.gov](mailto:nivory.gordon@usda.gov)>  
**Cc:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com)  
**Subject:** Transfer of utilities from City of Uniontown

I have not received any feedback as of today from either EOS or the City of Uniontown on the transfer documents I prepared earlier this week.

Prince Chestnut, Esq.  
Attorney for the Board

**007757**



**From:** [chestnutlaw@att.net](mailto:chestnutlaw@att.net)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#)  
**Subject:** Re: Uniontown  
**Date:** Monday, February 10, 2020 9:38:53 PM

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Although I have not yet seen it, I was informed it is dated in Nov 2019.

Prince Chestnut

On Monday, February 10, 2020, 09:20:30 AM CST, Bowen, Allen - RD, Montgomery, AL  
<[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)> wrote:

Prince, do you know the date of the IRS lien? I am consulting with our Office of General Counsel concerning this issue.

Thanks,

**Allen Bowen**

Allen Bowen

United States Department of Agriculture

Rural Development

Community and Business Programs Director

Office: 334-279-3617

Cell: 334-322-4147

Fax: 855-304-8457

**From:** [chestnutlaw@att.net](mailto:chestnutlaw@att.net) <[chestnutlaw@att.net](mailto:chestnutlaw@att.net)>  
**Sent:** Friday, February 7, 2020 9:24 AM  
**To:** Bowen, Allen - RD, Montgomery, AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>  
**Cc:** [cityofuniontown@outlook.com](mailto:cityofuniontown@outlook.com); Gordon, Nivory - RD, Camden, AL  
<[nivory.gordon@usda.gov](mailto:nivory.gordon@usda.gov)>  
**Subject:** Re: Uniontown

**007758**



I do not yet have a listing of properties to be transferred nor do I have any documents responsive to my requests made last week. I also understand that many properties are not owned by the city, but are owned by private citizens.

Moreover, the properties actually owned by the city related to the water and sewer board are under a lien by the IRS because the city allegedly owes several hundred thousand dollars in taxes. Thus, any property transfer would not be free and clear. It may be easier to transfer those properties owned by citizens based on this information.

These revelations are communicated to me by Ms Butler and the city attorney. No one has actually provided me the documents to verify this information. EOS attorney has not allowed EOS to contract with the Board until he sees an actual transfer or assignment of rights to the properties from the city to the Board.

Prince Chestnut, Esq.  
Attorney for the Board

On Friday, February 7, 2020, 08:17:43 AM CST, Bowen, Allen - RD, Montgomery, AL  
<[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)> wrote:

All, I need updates on where we are on the progress of the Uniontown sewer project. Would the appropriate persons respond to the following questions.

1. Where are we on the transfer of property?
2. If the transfer of property(real estate and infrastructure primarily) is going to take some time, is it possible that the operation and management of the water and sewer can be transferred to the Utilities Board and the City execute the assignment of contract? (Prince you will need to discuss this issue with the EOS attorney.)
3. What is the status of the preparation of the assignment of the EOS contract?
4. What is the status of the advertisement for bids on the management contract? RD will need to review that entire document prior to it being submitted to the Board for approval.
5. Are all the Cage codes etc. that RD needs to begin processing the transfer of the loans and grants current in



the name of the City to the Board in place and submitted to RD?

6. The transfer of ALL funds in the various bank accounts will require that the current accounts be closed and new accounts as required by RD opened and any and all funds deposited into those accounts. What ever approvals by the Town is required to expediate those transfers need to be prepared and properly approved and executed.

I am sure that I probably have over looked something so if anyone has anything to add please do so.

It is very important that we all work together to get this transfer completed so that this project can be started for the people of Uniontown. The funds that have been committed by RD and other sources will not be available for forever so we are racing the clock.

If we all need to meet and discuss these issues as well as others, I am available.

If you have any questions, please contact me.

Thanks,

**Allen Bowen**

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617  
Cell: 334-322-4147  
Fax: 855-304-8457

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**007760**



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## TECHNICAL MEMORANDUM

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**TO:** MR. ALLEN BOWEN  
USDA, MONTGOMERY, AL

**FROM:** H. LYNN PHILLIPS, P.E.

**SUBJECT:** A PUBLIC WATER & SEWR UTILITY OPTION FOR UNIONTOWN  
ALABAMA

**DATE:** APRIL 30, 2021

**CC:** MS. EVA DILLARD, ESQ.  
BLACK WARRIOR RIVER KEEPERS

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### **1. Introduction**

Efforts to fix long-standing sewer problems in the City of Uniontown and Perry County continue to frustrate residents and city officials. Uniontown Mayor Chris Jones recently stated, “they had funding for three (3) years and have not gotten to the process of doing anything as far as doing any work”<sup>1</sup>. The purpose of this memorandum is to review the history of the City of Uniontown, Alabama (Uniontown or City) sewer system, the current status of plans to eliminate unpermitted discharges to the Waters of Alabama and an alternative to the current plan to pump untreated wastewater to the City of Demopolis. The author of this memorandum has relied upon the Alabama Department of Environmental Management (ADEM) eFile record system, Perry County Circuit Court Filings, news articles and other public records for facts and timelines. The City and the new Uniontown Water and Sewer Board (Board) are well aware that unpermitted wastewater discharges to the waters of Alabama are both civil and criminal violations of the Alabama Water Pollution Control Act (AWPCA) resulting in significant financial penalties or possibly even jail time for offending parties. While individual criminal liability for municipal sewage violations is unprecedented in Alabama, the extent and duration of permit violations that have continued to transpire in Uniontown are also unprecedented. Therefore, it is with good reason that Mayor Jones and others are concerned about the lack of progress and if the current proposal will actually help the City to comply with laws, regulations and court orders.<sup>1</sup>

### **2. Analysis of Prior Activities**

#### **History**

For decades the City’s POTW has unlawfully discharged untreated or partially treated domestic and industrial wastewater to Freetown and Cottonwood Creeks in Perry County, Alabama. As a consequence, both of these water bodies are in very poor condition posing public health and environmental hazards to all who come in contact with the streams. The

**007761**



primary source of unlawful discharges are sanitary sewer system overflows (SSOs), a facultative lagoon facility, and associated spray fields where Uniontown land applies its treated wastewater. The Uniontown lagoon is only allowed to discharge treated water to groundwater via land application. Thus, the City has no permitted discharge from the lagoon facility. Overflows from the lagoon regularly enter Cottonwood Creek, which flows from the vicinity of Uniontown before it reaches Big Prairie Creek which is a tributary of the Black Warrior River. Overland flows from the spray fields are discharged to Freetown Creek which flows to Chilatchee Creek which is also a tributary of the Black Warrior River. The federal Clean Water Act (CWA) Section 303(d) requires States to annually report water bodies that are not attaining desired uses. Since 2006 Cottonwood Creek has been identified by ADEM on Alabama's Section 303(d) list due to organic enrichment and nutrients. It doesn't appear that a similar designation has been made for Freetown Creek even though it would be justified based on the same reasons as Cottonwood Creek. Overall, the unpermitted discharges to either Freetown or Cottonwood Creeks from the Uniontown are believed to have occurred for many decades, though the public record of unpermitted discharges may not reflect the long-term state of disrepair of the Uniontown sewer system.

In 2005, ADEM initiated litigation against Uniontown for violations of the Alabama Water Pollution Control Act (AWPCA). In 2008 ADEM and Uniontown entered into a binding Consent Order (the Consent Order) requiring Uniontown to comply with its National Pollution Discharge Elimination System (NPDES) Permit, No. AL0063657 (the Permit) by 2011. Upon Uniontown's successive failures to comply with the Permit and the Consent Order, the Perry County Circuit Court (the Court) ordered Uniontown to cease allowing "unpermitted discharges of sewage wastewater to the waters of the State" and to submit engineering and compliance plans to end the unpermitted discharges.

In May 2018, ADEM noted that the Court Order had not been carried out and warned of "deteriorating conditions at the wastewater collection, wastewater treatment system and spray field" run the risk of "catastrophic failures of the system". Later in June 2018, Uniontown requested that the Court allow any and all necessary work at the collection and treatment system to correct the deficiencies even if "the work or plan of action is outside the regulatory restrictions". The Court granted the request.

As a consequence of the 2018 Court permission, Uniontown installed overflow pipes at both the lagoon and the spray field which according to ADEM appear to discharge constantly. These unpermitted discharges pose a continuing threat to the health and welfare of the citizens of Uniontown, and other citizens residing near Freetown and Cottonwood Creeks.<sup>2</sup>

Uniontown is located in the band of dark-colored soils extending through Central Alabama known as the Black Belt or Blackland Prairie. This region was once a productive agricultural region because of the prairie soils. However, due to extensive erosion, the remaining surficial soils are high in clay and thus yield very poor subsurface drainage. For a land application wastewater irrigation system, growing a cover crop is now a challenge. That fact, combined with highly limited soil permeability, mean that water usually only escapes by evaporation.<sup>4</sup> For this reason many environmental professionals believe that ADEM should prohibit any spray field as an effluent disposal option in the Black Belt region.

In November 2018 the United States Department of Agriculture (USDA) announced a \$23.4 million grant to address Uniontown's problems. This grant was supposed to cover approximately 75% of the total estimated \$31 million cost of installing a pumping station designed to pump Uniontown's wastewater approximately eighteen (18) miles to a treatment



plant operated by the Demopolis Water and Sewer Board (Demopolis). A condition of the USDA grant was that Uniontown transfer ownership of all of its wastewater assets and permits to a newly formed utility board. On April 30, 2019 The Water Works and Sewer Board of the City of Uniontown (the Board) was formed to oversee the management of the water and wastewater systems in Uniontown.

There has been continuing discussions between Uniontown and the Board regarding the transfer of assets and permits. Uniontown is concerned about the lack of communication about the project, a loss of City revenue, and possible future utility rate increases once the new Board is functional. Mayor Jones wants to make sure that the citizens of Uniontown are considered in the process and that sewage use and connection rates remain affordable. Meanwhile untreated and partially treated wastewater continues to flow to the creeks and ultimately to the Black Warrior River.

Because of the aforementioned concerns, the City of Uniontown has been hesitant to execute the transfer of the NPDES Permit to the Board. On April 21, 2021, ADEM filed a motion at Perry County Circuit Court requesting that the Court hold the City of Uniontown in contempt for not correcting unpermitted discharges, "...subject to a limited amount of time in which to purge contempt". The filing is apparently intended to compel the City to transfer the permit, including all water and sewer system assets, to the Uniontown Water and Sewer Board.

### **Significant Industrial Discharges in Uniontown**

Other current and past sources of wastewater discharges to the Uniontown system are food processing plants. These plants are important part of the area economy because they support the aquaculture and livestock industries that predominate in the area. These processing plants produce relatively large amounts of process wastewater and are (or were) directly regulated by ADEM through the Significant Industrial Discharge (SID) program.

Harvest Select, LLC operates a catfish processing facility in Uniontown. The facility employs 250 persons, produces over 750,000 lbs. of catfish weekly, and discharges process wastewater to Uniontown's sewer system. According to Uniontown's February 2018 Engineering Report, the Harvest Select plant is expected to contribute approximately 0.11 Million Gallons Per Day (MGD) after water handling improvements were made.<sup>3</sup> There is no data on the organic load that Harvest Select contributes to the sewer system, so it appears that the Engineering Report assigned organic load based on the influent concentration of five day biochemical oxygen demand (BOD<sub>5</sub>) and Total Kjeldahl Nitrogen (TKN) observed at the influent of the lagoon system.

Southeastern Cheese, Inc. (SEC) is a cheese production facility located within the City of Uniontown. Southeastern Cheese once held a SID permit to discharge to the Uniontown sewer system but the permit was terminated at the request of SEC on November 30, 2014, as SEC had terminated its discharge to the City's wastewater lagoon. Prior to termination of the SID permit, SEC began operating its own wastewater spray field. Instead of issuing an NPDES permit to facilitate SEC's land application system, ADEM elected to allow SEC to land apply its cheese processing wastewater under the auspices of a Nutrient Management Plan intended to comply with the USDA-Natural Resources Conservation Service (USDA-NRCS). Unfortunately, complaints and concerns related to unpermitted discharges and odors from SEC continued. As a result, ADEM issued a Consent Decree to SEC on July 28, 2015. Though no ADEM permit remains active, ADEM retains CWA authority over SEC as a result of the outstanding Consent Decree.



Southeastern Cheese continues to operate a spray field system to land apply wastewater intermittently to land located near Cottonwood Creek, but it does not have a CWA permit to do so, nor does it have a permit to discharge directly to the creek. When Southeastern Cheese was discharging to Uniontown, it was on ADEM's list of SID dischargers in significant non-compliance for a number of years. Since 2017 ADEM inspection reports have detected evidence of significant unauthorized overflows of waste from the spray field to Cottonwood Creek. In addition, the Southeastern Cheese facility and spray field are sources of offensive odors to nearby residents and landowners.

While these users have been or are a burden on both the Uniontown wastewater system and the nearby neighbors, they are also a source of local employment and remain part of the economic infrastructure of the Uniontown area. A properly managed and resourced water and sewer board could work collaboratively with ADEM and local industrial users to enhance their ability to compete in regional markets while providing affordable, reliable environmental protection benefiting City residents.

### **Collection System Inflow and Infiltration (I&I) Issues**

A substantial portion of the Uniontown collection system consists of vitrified clay pipe and manholes constructed of brick and mortar. These materials are uniformly susceptible to structural failure and have been identified along with residential service laterals as the major sources non-wastewater flows entering the lagoon system. The 2018 Engineering Report on the status of the sewer system states that flows into the lagoon can range from 0.25 to 4.40 MGD. This was after approximately \$1 million was spent in investigating, repairing and replacing the worst areas of the collection system<sup>3</sup>. It is difficult to compare these volumes to current conditions because the lagoon influent flow meter was out of service pending repair for much of 2020.

In 2013, Uniontown received USDA funding (consisting of roughly 50% grant and 50% low interest loan money) to repair its sewage system infrastructure. Most of the funds from the 2013 USDA grant and loan were expended on the Uniontown lagoon and an additional spray field. The new spray field was no more effective than the old one. While the reported range raw sewage flow continues to show serious hydraulic overloading during rain events (by a factor of 17), it is difficult to determine if any infiltration and inflow (I&I) improvement has taken place due to the monitoring equipment failures and the fact that 2021 has been a relatively dry year. Most important, it appears that it was not until after the submission of the 2018 Engineering Report<sup>3</sup> that SSOs and hydraulic overloading were identified as a significant impediment to proper operation of any new treatment system. In July 2019, Sentell Engineering, Inc. notified ADEM that the collection system had been sectioned out by branches to a main eighteen (18) inch trunk line and that the branches would be classified as worst to best in need of repair. Since that time there is no evidence that any substantial rehabilitation work has occurred.

Sewer rehabilitation consists of both structural repair and reducing extraneous flows into the system. It is common practice for multiple technologies and more than one methodology to be deployed on a mainline sewer rehabilitation project.<sup>5</sup> Some sewer defects such as deteriorated manholes allow surface storm water to enter the main sewer lines. Similarly, storm water can enter through residential service connection commonly referred to as laterals. Collectively these extraneous flows are referred to as I&I and the very high wet weather to dry weather strongly suggests that inflow is a major problem with the collection system. Inflows are typically easier to identify during system structural repair or by using techniques



such as smoke testing to identify direct storm water connections. In any event, the structural repair phase of rehabilitation usually proceeds more rapidly than flow reduction. In addition, because substantial inflows may be contributed by residential service laterals, a sewer service entity must develop special programs and procedures to make repairs on private property.

In addition to the inflow issues, the overall poor condition of the collection system allows groundwater to enter the pipelines during dry weather, adding additional water that must be treated along with the domestic and industrial wastewater. A review of the February 2021 discharge monitoring report (DMR) for the Uniontown Lagoon raw sewage influent shows that the BOD<sub>5</sub> concentration was 33.8 mg/L on a monthly average with a weekly maximum of 50.2 mg/L<sup>5</sup>. Normal domestic sewage exhibits a BOD<sub>5</sub> concentration of approximately 250 mg/L; very diluted sewage contains 100 mg/L. February 2021 was a relatively dry month in Central Alabama. Thus, it can be inferred from a comparison of Uniontown's current BOD<sub>5</sub> concentrations with that of typical normal or dilute sewage, that Uniontown wastewater is diluted by infiltration alone by a factor of three (3) and maybe as much as a factor of seven (7).<sup>7</sup>

In summary, even though it appears that although Uniontown and its engineers have known that returning the collection system to a "like new" condition is a key element for complying with the Consent Order, nothing significant has been done about it<sup>3</sup>. Substantial I&I reduction and SSO prevention is a multi-faceted, laborious process. Any consent order compliance treatment plan must account for the present reality that peak hydraulic flows in the system will not be significantly reduced for a period of time (i.e., several years or more).

### **3. Uniontown Water and Sewer Board**

A condition of the 2018 USDA grant was that the City of Uniontown form a water and sewer board under the laws of Alabama and transfer all assets and permits to that board. On August 14, 2019 Sentell Engineering notified ADEM that the Uniontown Water and Sewer Board (the Board) had been created and that the Alabama Rural Water Association was assisting the Board in setting up the basic functions of such an entity in Alabama. The Board has been holding regular meetings but due to the delays in reaching an agreement with Uniontown regarding asset and permit transfer, the Board cannot presently be considered functional.

During this start-up period, the author believes that the Board should be taking active measures to create an effective organization that will properly serve its customers and achieve consent order compliance. According to the Effective Utility Leadership Group<sup>8</sup> an effective utility has a purpose and structure that helps to:

- Set priorities
- Protect investments and ensure the Board and workforce are motivated
- Move from reacting to "hot" problems to proactively planning for the future
- Engage the Board and staff in the process of charting a course for the future
- Ensure that utility processes are simple and affordable
- Provide the community with affordable and sustainable services

The new Board's greatest advantage is the pending USDA grant. This grant helps alleviate one of the most pressing problems for most utilities, capital financing. The extent of this particular USDA grant is perhaps unprecedented in Alabama. The board should take immediate steps to ensure that the grant conditions are continuously met and that grant funds



are properly deployed. It is also understandable, given the history of wastewater problems in Uniontown, that the City, the Board and citizens are anxious for the problems be solved in a way that provides affordable rates for the customers. Based on these realities, the author recommends the following as first priorities for the new Board:

- Take all necessary steps to make the utility functional well while complying with USDA grant conditions and while also meeting the needs of the City.
- Create a simple, reliable processes for communicating with the City, USDA and ADEM. Establish joint monthly meetings with these entities.
- Begin the process of creating 5- and 10-year business plans to be overseen and managed by the Board. The plans should address public water and public wastewater services; infrastructure funding allocations; utility staffing; staff training; documentation of utility assets; Board member responsibilities; documentation of permit responsibilities/deadlines (e.g., monthly and annual report requirements in ADEM permits); and financial reporting, as a minimum.
- Determine which business process are best provided by the City and negotiate fair payment rates and well-documented business arrangements between the Board and the City
- Create vendor standards and implement an approved vendor's list of all business, legal, and technical services providing assistance to the Board and the City
- Begin a workforce development program using the resources of the State of Alabama, the Department of Labor, and a local community college
- Enact Sewer Use Standards governing non-residential customers to protect the ability of the sewer system to manage commercial and industrial users.
- Establish BOD<sub>5</sub> and ammonia nitrogen (NH<sub>3</sub>-N) concentration surcharges to ensure that additional treatment costs for high strength wastes are not borne by residential customers.

#### **4. Ultimate Wastewater Disposal Options**

As previously stated, the USDA grant application was developed based on the capital and operational costs associated with installing a pumping station in Uniontown that would convey raw wastewater approximately eighteen (18) miles to a wastewater treatment plant owned and operated by the City of Demopolis. This interim decision appears to be partly based on the reality that previous utility improvements did not achieve desired results to resolve Uniontown's sewage problems. The pump station decision was apparently based on the 2018 Engineering Report stated that a mechanical treatment plant would have "a very low probability in consistently meeting parametric limits".<sup>3</sup> In general, any disposal option with a direct discharge to Freetown or Cottonwood Creeks would need to employ a robust mechanical treatment plant [for example, a Membrane Bioreactor Technology (MBR)] to comply with the current water quality limits for either of these creeks. While providing highly effective treatment, a robust mechanical treatment technology requires large capital investment and highly skilled operators to achieve optimum effluent quality.

##### **Pumping Station and Force Main to Demopolis**

Unfortunately, the Demopolis treatment option is difficult to justify based on the capacity of Demopolis to accept the hydraulic load of Uniontown wastewater and the problematic nature



of pumping sewage for long distances. The 2018 Engineering Report recommended a constructed wetland with an average daily hydraulic capacity of 1.25 MGD with surge capacity able to handle a peak flow of 3.0 MGD after the collection system had been restored to “like new” condition. Remember that the observed maximum daily flow is presently 4.4 MGD so by using 3.0 MGD peak design flow, the engineer apparently acknowledged that collection system rehabilitation efforts were NOT anticipated to be immediately effective.

The Demopolis treatment plant also has hydraulic overload problems. All Alabama municipal sewer systems are required to file an annual report with ADEM that defines the hydraulic capacity utilization of their treatment facilities. The 2019 report (submitted in May 2020) for the Demopolis Wastewater Treatment Plant (Demopolis WWTP) discloses that that treatment plant exceeded 90% of the monthly design hydraulic capacity (2.39 MGD) for five (5) months in 2019.<sup>9</sup> If Uniontown wastewater was being added to the Demopolis treatment plant at the proposed average daily rate of 1.25 MGD (which would occur consistently during rainy periods when Uniontown equalization capacity was filled) the Demopolis WWTP hydraulic capacity would have exceeded its plant capacity rating criteria for an additional five (5) months in 2019. In fact, for three (3) months the capacity exceedance would have been 100% or greater. Obviously, this would be an intolerable situation for the Demopolis Water and Sewer Board causing them to restrict or eliminate the acceptance of wastewater from Uniontown. If this should occur in the future with the Pump Station Plan, the Uniontown surge ponds would overflow to Freetown or Cottonwood Creeks reversing any environmental restoration that would have perhaps been achieved during lower flow periods.

Sewage pumping systems consist of electrically driven pumps and pipelines (commonly referred to as force mains) to convey wastewater. In the case of the Uniontown-Demopolis connection, the force main would be installed along the Right-of-Way of US Highway 80 for approximately 18 miles. While construction of force mains is less expensive than gravity sewer lines for the same flow, mechanical pumping via a force main uses a great deal of electrical energy for a multi-mile force main. Long force mains also increase the risk of a major sewage spill over the route of the main due to the exposure of the pipeline to roadside embankment hazards and pressure surges associated with pump and valve operation. A gravity sewer line break may only result in the release a few hundred gallons of raw sewage, but a force main break can release thousands of gallons of wastewater in a short period of time if there is no rapid response.

In force main transit, the dissolved oxygen content of wastewater is depleted in a sewage pumping system and its subsequent passage through the force main results in the discharge of septic wastewater at the receiving facility. Septic wastewater contains large concentrations of hydrogen sulfide which is liberated at the discharge location. Hydrogen sulfide gas is a major employee safety concern at receiving facilities because this gas exhibits a human toxicity similar to that of cyanide gas. Hydrogen sulfide also contributes to corrosion of the conveyance system and is a source of noxious odors even when it is not present in toxic concentrations. Managing hydrogen sulfide generation in transit or at the receiving facility is expensive and requires constant operator attention.

Force mains are typically designed for velocities between two (2) and eight (8) feet per second. Controlling velocities within this range may not be possible for the Uniontown-Demopolis force main if a high flow rate must be accommodated to prevent an overflow at the Uniontown end of the system. Designing for a high flow rate requires a large diameter pipe to reduce friction energy losses. When low flows occur during dry weather conditions, wastewater velocities could fall below two (2) feet per second resulting in wastewater solids



deposition in low points, gas bubble creation, pipe/pump corrosion from hydrogen sulfide attack, significant odor and grease accumulation. All of these issues require attentive maintenance to avoid capacity reductions and catastrophic force main failures.

In summary, the Demopolis option for Uniontown wastewater is not the worry-free solution desired by the stakeholders. As well, it might not be a cost-effective capital construction solution in this situation. The installed construction cost for say an 8-inch main is significant, considering right of way acquisition, lift station installation, valve installation/pressure control, overall instrumentation and controls, and boring under railroad and stream crossings. This option has the potential to become a much larger miss-direction of capital funds that could increase environmental hazards over a much wider area of Central Alabama. There will be annual operating costs due to routine maintenance and repairs of the force main and pump station and the Demopolis sewer fees which will be an on-going cost borne exclusively by Uniontown rate payers.

## **5. The Water Quality Limit Exception Alternative**

The best solution for Uniontown is one that renders the greatest benefits in the shortest time while allowing the Water and Sewer Board to provide cost efficient solutions for the ratepayers. The Board's immediate and sustained focus must be on improvements that render the greatest public health and environmental benefits that can be accomplished within the Board's financial limitations. Household affordability and the Board's financial capability are good measures of what can be done and the pace at which it can be done. There is a growing recognition among water utilities and regulators that increasing service costs impose a disproportionate and untenable impact on low-income populations. These impacts endanger the ability of the United States to assure universal access to safe and reliable water and wastewater services.<sup>10</sup> Performing such an assessment should be an immediate priority of the new Uniontown Water and Sewer Board.

Setting Water Quality Standards is also a significant factor in the matters of household affordability and a utility's financial capability assessment. States are required by the CWA to set statewide water quality goals by designating water uses and adopting water quality criteria that protect the designated uses. States may remove a designated use (referred to as a variance), when an existing use if the State can demonstrate that attaining the designated use is not feasible because controls more stringent than those required by Section 301(b) or 306 of the CWA would result in substantial and widespread economic and social impact.<sup>11</sup> The United States Environmental Protection Agency (USEPA) regulations published in 40 CFR 131.14 also contain the economic and social impact criteria required to determine when a variance from a water quality standard is appropriate. Variances can be issued to a single utility based on economic impact based on the ratepayers for the utility.

The 2018 Engineering Report illustrates the impact that Alabama's existing water quality standards have had and continue to have on the decision-making process addressing Uniontown's wastewater disposal conundrum. The Report contains the following comparison of waste loads associated with various discharge locations.<sup>3</sup>

**Potential Waste Load Allocation for Black Warrior River @ 1.25 MGD Discharge**  
BOD<sub>5</sub> - 25 mg/L  
NH<sub>3</sub>-N - 17 mg/L



**Potential Waste Load Allocation for Cottonwood Creek @1.25 MGD Discharge**

BOD<sub>5</sub> - 1.33 mg/L

NH<sub>3</sub>-N - 0.11 mg/L

**Potential Waste Load Allocation for Freetown Creek @ 1.25 MGD Discharge**

BOD<sub>5</sub> - 6.0 mg/L (summer); 9.0 mg/L (winter)

NH<sub>3</sub>-N - 1.0 mg/L (summer); 1.9 mg/L (winter)

Obviously, the water quality limits for Freetown and Cottonwood Creeks are significantly lower than that of the Black Warrior River and the primary factor in leading the 2018 Engineering Report to not recommend a mechanical treatment plant discharging to one of the Creeks. The current waste load allocations established for the smaller receiving stream options drastically increase the cost and complexity of meeting new NPDES permit limits for Uniontown.

But, what if the potential waste load allocation for either Cottonwood or Freetown Creeks was adjusted to 50% of that for the Black Warrior River via a Water Quality Limit Exception variance issued to the Uniontown Water and Sewer Board? Such an approach would allow a mechanical plant to be designed for discharge to Cottonwood or Freetown Creeks under a variance meeting:

**Potential Waste Load Allocation for Uniontown @ 1.25 MGD Discharge  
(50% of Black Warrior River)**

BOD<sub>5</sub> - 12.5 mg/L

NH<sub>3</sub>-N - 8.5 mg/L

A mechanical plant designed to meet the proposed variance limits would not need to be based on expensive, complex technology, such as MBR. A more typical wastewater treatment system based on oxidation ditch technology with brush aeration rotors would offer flexible treatment options capable of meeting the variance limits including nutrient removal, at a much lower capital and O&M cost than a system based on MBR technology. Another advantage of a Freetown or Cottonwood Creek discharge is that the current lagoon system can be converted into storm surge capacity (after sludge removal) mitigating the need to quickly achieve “like new” collection system rehabilitation. The following are the most obvious advantages to this approach:

- Both Freetown and Cottonwood Creeks have been in very poor condition for decades. The proposed waste load allocation change is not a perfect solution but will result in far better stream health after a recovery period. In fact, it is likely that Freetown and Cottonwood Creeks would be in such an improved state that the streams could be removed from Alabama’s Section 303(d) list after a few years without raw sewage overflows.
- A sewer system totally owned and under the control of the new Uniontown Water and Sewer Board will have a much better chance of achieving the economic and social goal objectives of Sections 301(b) and 306 of the CWA.
- A permit compliant, revitalized Uniontown Water and Sewer Board will be a much more attractive discharge point for an industrial user like Southeastern Cheese. Southeastern cheese would still need to provide a degree of pretreatment. But removing Southeastern Cheese overflows from Cottonwood Creek will also



contribute to the overall health of that stream and provide additional revenue for the Board.

- Adequate, integrated surge capacity for the collection system at its current state of rehabilitation will remove the immediate pressure to achieve “like new” condition goal allowing a continuous improvement program to be established.
- Because of the USDA grant, a significant portion of the Uniontown Water and Sewer Board initial capital requirements will be met. When this is coupled with the chance to optimize O&M cost through proactive planning for the future, financial capability can be achieved.

After the initial improvements, an add-on polishing treatment system, could achieve treated wastewater quality that is comparable to the highest quality wastewater discharge presently achieved in the State of Alabama. This would be a remarkable achievement for Uniontown, and it can likely be done at a comparable overall cost to pumping sewage to Demopolis. The availability of a locally managed treatment plant in Uniontown offers many other advantages to the Board, to the City and the Black Belt Region as outlined above. In summary, requiring Uniontown to achieve an immediate BOD<sub>5</sub> limit less than 5 mg/L in Cottonwood or Freetown Creeks establishes an unreasonable and unfair expectation for Uniontown and its new water and sewer board.

## **6. Recommendations**

The Uniontown Water and Sewer Board, USDA and the stakeholder community should:

1. Immediately reconsider the plan to pump Uniontown wastewater to Demopolis in favor of a new review of local treatment system options.
2. Engage the services of an experienced independent consultant or consultants who are familiar with the USEPA Water Quality Limit Exception justification process.
3. Petition both ADEM and USEPA to grant a well demonstrated water quality limit exception specific to the Uniontown Water and Sewer Board based on household affordability and the utility’s financial health.
4. Have an experienced independent consultant develop a reliable design cost estimate (plus or minus 10%) to replace Uniontown’s collection system infrastructure.
5. Determine the amount of additional grant funding that can be allocated to treating Uniontown’s wastewater
6. Initiate the preliminary design of both a collection system equalization basin and a new WWTP capable of meeting current hydraulic loads and a waste load allocation of 50% of a current Black Warrior River allocation. The preliminary design would be applicable to a direct discharge of treated wastewater to either Cottonwood Creek or Freetown Creek, though it would appear that a discharge to Cottonwood Creek would be most appropriate.

## **7. References**

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3. Sentell, Gilbert L, P.E. (February 12, 2018), Engineering Report for the City of Uniontown, Perry County, Alabama, <http://lf.adem.alabama.gov/WebLink/DocView.aspx?id=28562988&dbid=0&cr=1>
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5. Water Environment Federation, Collection Systems Committee, Sanitary Sewer Rehabilitation Fact Sheet, 2017, WSEC-2017-FS-009. <https://www.wef.org/globalassets/assets-wef/direct-download-library/public/03---resources/wsec-2017-fs-009---csc---sewer-rehabilitation---final---9.27.17.pdf>
6. Water Environmental Federation, Access Water Knowledge- Sanitary Sewers. <https://www.wef.org/globalassets/assets-wef/3---resources/topics/a-n/collection-systems/technical-resources/ss-fact-sheet-with-wider-margins-1.pdf>
7. City of Uniontown, NPDES Permit No. AL0063657. 2021, February 28, Alabama Department of Environmental Management Discharge Monitoring Report. <http://lf.adem.alabama.gov/WebLink/DocView.aspx?id=104494523&dbid=0&cr=1>
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10. Raucher, R., Clements, J., Rothstein, E., Mastracchio, J. 2019, April 14. Developing a New Framework for Household Affordability and Financial Capability Assessment in the Water Sector. <https://www.weftec.org/globalassets/assets-wef/5---advocacy/legislation-and-regulation/legislative-and-regulatory-affairs/developing-new-framework-for-affordability-report-final.pdf>
11. Collaborative Water Quality Solutions: Exploring Use Attainability Analyses, National Association of Clean Water Agencies (NACWA) and the Water Environment Research Foundation (WERF). [https://www.nacwa.org/docs/default-source/conferences-events/older-events/2017-law-seminar/uaa---collaborative-water-quality-solutions--exploring-use-attainability-analyses-\(nacwa-werf\).pdf?sfvrsn=438ff461\\_2](https://www.nacwa.org/docs/default-source/conferences-events/older-events/2017-law-seminar/uaa---collaborative-water-quality-solutions--exploring-use-attainability-analyses-(nacwa-werf).pdf?sfvrsn=438ff461_2)



**From:** [E Butler](#)  
**To:** [Bowen, Allen - RD, Montgomery, AL](#); [Jamaal Hunter](#)  
**Cc:** [Emefa Butler](#); [Prince Chestnut](#); [David Norton](#); [Clarence Black](#); [Robert White](#)  
**Subject:** Re: conveyances of property - The Waterworks and Sewer Board of the City of Uniontown  
**Date:** Tuesday, October 27, 2020 5:45:07 PM

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Allen,

Today is officially my last day with the City of Uniontown but I will follow up tomorrow.

Emefa

Sent from my iPhone

On Oct 27, 2020, at 3:47 PM, Bowen, Allen - RD, Montgomery, AL  
<[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)> wrote:

Emefa, please assist in expediting the transfer of the property. If you can assist in getting the Mayor to sign the documents by Friday it would be a great help in moving the project forward.

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)

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**007772**



**From:** David Norton <davidnorton@nortonlawoffice.com>  
**Sent:** Tuesday, October 27, 2020 1:28 PM  
**To:** Prince Chestnut <chestnutlaw@att.net>  
**Cc:** Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>  
**Subject:** conveyances of property - The Waterworks and Sewer Board of the City of Uniontown

Prince,

The instruments for conveyance of the Uniontown water and wastewater system have now been sent to John Gibbs for the Mayor's signature.

I will keep you posted.

Thanks.

David B. Norton  
Attorney at Law  
1000 Water Avenue  
Selma, Alabama 36701  
(334) 874-4400  
(334) 431-5171 (fax)  
email: [davidnorton@nortonlawoffice.com](mailto:davidnorton@nortonlawoffice.com)

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**007773**



**From:** [Owen Peak](#)  
**To:** [Prince Chestnut](#); [Robert White](#); [Joyce Banks](#); [Christine Bruno](#); [Clarence Black](#); [Secretary Marilyn Miller](#); [Kathy Horne](#); [Bowen Allen - RD, Montgomery, AL](#); [Corey Martin](#)  
**Subject:** RE: Insurance quotes from Peak Insurance for the Water works & Sewer Board of the city of Uniontown  
**Date:** Monday, October 5, 2020 11:08:24 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image007.png](#)  
[Scanned from a Xerox Multifunction Printer.pdf](#)  
[Uniontown 2020 Hudson Package Proposal.docx](#)

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Good morning everyone,

I have attached two premium finance quotes for the package quote from Hudson Insurance Group- one that includes the terrorism coverage (TRIA) option and one that does not include terrorism coverage. The Hudson Insurance Group quote is attached for reference.

I look forward to speaking with everyone shortly.

**Owen C. Peak**

Vice President | PEAK Insurance, Inc.  
1003 Broad St. | Selma, AL 36701  
D 334-407-7028 | M 205-876-3759 | F 334-875-8225  
[peakinsurance.com](http://peakinsurance.com) | [Like us on Facebook](#)



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**From:** Prince Chestnut <[chestnutlaw@att.net](mailto:chestnutlaw@att.net)>

**Sent:** Friday, October 2, 2020 5:33 PM

**To:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>; Joyce Banks <(b) (6) yahoo.com>; Christine Bruno <(b) (6) bellsouth.net>; Clarence Black <(b) (6) uwwsb.com>; Secretary Marilyn Miller <(b) (6) yahoo.com>; Kathy Horne <[khorne@wmsal.com](mailto:khorne@wmsal.com)>; Bowen Allen - RD Montgomery AL <[allen.bowen@usda.gov](mailto:allen.bowen@usda.gov)>; Owen Peak <(b) (6) @peakinsurance.com>; Corey Martin <(b) (6) mws.llc>

**Subject:** Re: Insurance quotes from Peak Insurance for the Water works & Sewer Board of the city of Uniontown

Since there are no objections, can we get someone to post this notice?

Prince Chestnut

[Sent from AT&T Yahoo Mail on Android](#)

On Fri, Oct 2, 2020 at 10:55 AM, Prince Chestnut <[chestnutlaw@att.net](mailto:chestnutlaw@att.net)> wrote:

**007774**



**Insurance Premium  
Finance Agreement****GULFinance, LLC**

Mailing: PO Box 241567 Montgomery, AL 36124  
Physical: 7069 Sydney Curve 36117  
Fax: (334) 270-3095 Email: gulfinance@gulfpf.com

162571

Insured (Borrower):

DBA: Water Works &amp; Sewer Board of Uniontown

Mailing Address: P. O. Box 236

Uniontown AL 36786-

Street Address:

Home Phone: ( ) -

SS # or Tax ID #: \_\_\_\_\_

Work Phone: ( ) - ext.( )

**Schedule of Policies of Insurance**

| Effective  | Term    | Insurance Company & General Agency             | Policy # | Type | Premium   |
|------------|---------|------------------------------------------------|----------|------|-----------|
| 12/15/2020 | 12 mos. | Hudson Excess Ins. Co. / Saville Public Entity |          | PKG  | 33,366.36 |

\_\_\_ This is a consumer insurance premium finance contract.  
(Insurance is for a consumer purpose or premiums are \$2,000 or less.)

Total Premiums 33,366.36

\_\_\_ This is a commercial premium finance contract.

Down Payment 8,342.00

Itemization of Amount Financed: The full Amount Financed shown below will  
be paid to the insurance company or companies, or their agents, on your behalf.

Service Charge 1,028.51

Additional Charge 15.00

| ANNUAL<br>PERCENTAGE<br>RATE<br>The cost of your credit<br>as a yearly rate | FINANCE<br>CHARGE<br>The dollar amount the<br>credit will cost you | Amount<br>Financed<br>The amount of credit<br>provided to you or on<br>your behalf | Total of<br>Payments<br>The amount you will<br>have paid after you have<br>made all payments as<br>scheduled |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| 9.9000 %                                                                    | \$ 1,043.51                                                        | \$ 25,024.36                                                                       | \$ 26,067.87                                                                                                 |

**Your payment schedule will be:**

| Number of Payments | Amount of Payments | When Payments Are Due          |
|--------------------|--------------------|--------------------------------|
| 9                  | 2,896.43           | Monthly — Beginning 01/15/2021 |

**Security:** You are giving a security interest in the goods or property being purchased.

**Late Charge:** If a payment is late, you will be charged 5% of the late payment. See page 2 for details.

**Prepayment:** If you pay off early, you may be entitled to a refund of part of the finance charge.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties. "e" means an estimate

**Notice to Insured:** Read both pages of this Agreement before signing below. Do not sign this Agreement if it contains any blank spaces (see Policy Not Yet Issued on page 2). You are entitled to a copy of this Agreement at the time that you sign it. Keep your copy to protect your legal rights. By signing this Agreement, you agree to all terms and conditions contained herein and acknowledge you received a completed copy of this Agreement before you signed it.

**Power of Attorney:** Insured hereby irrevocably appoints GULFinance (hereinafter GF) its Attorney-In-Fact with full power of substitution and with full authority to cancel the Policies of Insurance listed above or any replacement policy (the "scheduled Policies of Insurance") and to receive all sums payable under or with respect to the policies upon cancellation. GF is authorized to execute or endorse and deliver in Insured's name and behalf all documents, receipts, checks, drafts, forms and notices relating to the Insurance policies in furtherance of this Agreement.

**Consent to Disclosures:** Insured hereby directs GF to disclose to Agent from time to time information regarding Insured's payments under this Agreement. Insured may revoke this authorization by written notice to GF at its address set forth above to the attention of: Consent to Disclosure Cancellation, and such revocation shall become effective after GF has received the notice and had an opportunity to act.

Insured's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Agent: Peak Insurance 1003 Broad Street Selma AL 36701- ( )

Insured and Agent: See page 2 for important provisions.

**007775**



## Insurance Premium Finance Agreement (page 2)

- 1) **Acceptance:** Insured understands that this Agreement will not become effective until it has been signed by Insured and Agent and has been accepted by GF, and that neither the insurance agency or other person issuing any of the scheduled Policies of Insurance nor Agent is an agent of GF. GF will notify Insured of its acceptance by sending payment coupons to Insured, or by other appropriate means in GF's sole discretion, and only the mailing (or other delivery) of any such notice to Insured shall be deemed to constitute acceptance by GF and to create a binding contract among the parties.
- 2) **Agency Disclaimer:** Insured agrees that the Agent named on this Agreement is not GF's agent and that GF is not legally bound by anything the Agent represents or promises to Insured, orally or in writing.
- 3) **Cancellation of Insurance Policies:** The entire unpaid balance due GF under this Agreement shall be immediately due and payable by Insured and GF may cancel any of the scheduled Policies of Insurance if any of the following occur: (a) Insured does not pay any scheduled payment exactly when due according to the terms of this Agreement, or (b) Insured does not comply with any of the other terms of this Agreement, or (c) Insured or any insurer under the scheduled Policies of Insurance voluntarily or involuntarily becomes the subject of bankruptcy, receivership, or any other insolvency proceeding, or (d) Insured is an individual and Insured dies, or (e) Insured is a business and Insured ceases doing business or ceases to be qualified to do business. GF at its option may enforce payment of this debt without recourse to the scheduled Policies of Insurance. GF may accept late payments and partial payments on any number of occasions without losing its right to require payment and performance of Insured's obligations in strict compliance with the terms of this Agreement.
- 4) **Collection:** If GF refers this Agreement to an attorney who is not its salaried employee for collection after default, Insured agrees to pay a reasonable attorney's fee for collection not exceeding 15% of the amount in default (30% of the amount in default if this Agreement is a commercial premium finance Agreement), unless such a provision for payment of attorney's fees is not allowed by law.
- 5) **Finance Charge:** If this Agreement is a consumer insurance premium finance Agreement, the service charge shown on this Agreement will accrue from the effective date of the insurance policy for which the premiums are being financed.
- 6) **Late and Cancel Fees:** If a scheduled payment is late 5 days or more, Insured agrees to pay a late charge of \$1.50 or 5% of the delinquent amount, whichever is greater. If the default results in cancellation by GF of any scheduled Policy of Insurance listed hereon, Insured agrees to pay a cancellation charge of \$5.00 if this Agreement is a consumer insurance premium finance agreement and \$15.00 if this Agreement is a commercial insurance premium finance agreement.
- 7) **Policy Not Yet Issued:** If any of the scheduled Policies of Insurance have not been issued at the time Insured executes this Agreement, Insured hereby authorizes GF to fill in the name of the insurance companies, the policy numbers, and other policy information when the policies are issued and agrees that this Agreement will be deemed to have been validly completed to include those terms as if they had been included upon initial submission of this Agreement to GF. In addition, GF is hereby authorized to correct patent errors or omissions in this Agreement.
- 8) **Post-Cancellation Payments:** Insured agrees that any payments made to GF after GF sends a notice of cancellation on any of the scheduled Policies of Insurance (a) may be credited to the Insured's account without affecting the acceleration of this Agreement, (b) shall not obligate GF to reinstate any canceled insurance policy, and (c) shall not operate to reinstate any such canceled policy. Any money GF receives from an insurance company shall be credited to the amount due GF, and any surplus shall be paid to whomever is then entitled to it. If a balance remains unpaid after GF receives the unearned premiums, dividends, or loss payments from insurance company, Insured will pay the balance to GF with interest at the rate of 1-1/2% per month or the maximum rate allowed by law, whichever is less.
- 9) **Premium Increase:** If an insurance company issuing any of the scheduled Policies of Insurance increases its premium, or imposes an additional premium, such that the policy premium exceeds the premium disclosed in this Agreement, Insured agrees to pay the increased or additional amount immediately.
- 10) **Prepayment:** Insured may prepay the obligation under this Agreement in full at any time. Upon prepayment in full, Insured will receive a refund or credit of the service charge computed based on the nearest scheduled payment date in accordance with the Rule of 78ths. No refund of less than \$1 will be made. If an additional charge was imposed, the additional charge will not be refunded or taken into account in computing the refund or credit.
- 11) **Repayment of Loan:** For and in consideration of GF's extension of credit to the Insured by paying the premiums listed on this Agreement to the insurance companies, the Agent or other agents on Insured's behalf, Insured promises to pay to GF the Total of Payments shown hereon according to the Payment Schedule set forth hereon. A payment under this Agreement shall be deemed paid on the date it is physically received by GF at its address listed on this Agreement and shall be delinquent if not received at that address on or before the date it is due.
- 12) **Representation of Solvency:** Insured represents that the Insured is not insolvent or the subject of any insolvency proceeding.
- 13) **Security:** Insured hereby assigns to GF, and grants to GF a security interest in, all unearned premiums, dividends and other sums that are or may become payable under the scheduled Policies of Insurance and all loss payments that reduce the unearned premiums, subject to the interests of any mortgagees and third-party loss payees named under the policies.
- 14) **Verification:** Insured agrees that GF has the right, in its discretion, to contact the Insured, either before or after acceptance of this Agreement, to verify the information in this Agreement. Insured understands that GF may obtain Insured's credit history and any other relevant information concerning the Insured's creditworthiness for the purpose of determining whether to accept this Agreement.
- 15) **Warranty of Accuracy:** Insured warrants to GF that the scheduled Policies of Insurance listed hereon have been (or will be) issued to the Insured and are (or will be when issued) in full force and effect, and Insured has not assigned any interest in the policies except for interests of mortgagees, lienholders, and loss payees.

## AGENT'S REPRESENTATIONS, WARRANTIES AND AGREEMENTS

To induce GF to make the loan to the Insured/Borrower described herein, and in consideration of the loan, Agent represents, warrants and agrees to and with GF that: (1) the down payment shown on this Agreement has been paid by Insured and meets GF's requirements, (2) all scheduled Policies of Insurance are, or will be, in force on the stated effective date and have been, or will be, delivered by Agent to Insured and the premiums are correct, (3) Insured has authorized this transaction and recognizes the security interest created herein, (4) no audit, reporting form, or fully earned premium policy is included in this Agreement, (5) the policies can be canceled by Insured or company on 10 or 30 days' notice, and the unearned premium will be computed on the standard short rate or pro rata table, (6) this Agreement shall be a bona fide and binding contract upon acceptance by GF, (7) all signatures hereon are genuine, (8) a copy of this Agreement has been delivered to Insured, (9) with respect to GF, Agent acts as an independent contractor and nothing contained in this Agreement shall be construed to create the relation of principal and agent between GF and Agent, (10) Insured is not currently the subject of bankruptcy, insolvency or receivership proceedings, (11) GF has the right, but not obligation, to take every action necessary to collect upon and discharge this Agreement, (12) Agent will hold in trust for GF any return premiums paid or credited to Agent, directly or indirectly by any of the insurance companies, and will forward the gross return premiums to GF, and that any lien Agent has on these return premiums is subordinate to GF's lien or security interest, and Agent will pay interest of 1.5% per month on the balance of any such amounts not paid within 45 days, (13) Agent will notify GF immediately upon acquiring knowledge of any change in the terms of any of the scheduled Policies of Insurance, (14) in the event that any of the scheduled Policies of Insurance is endorsed or otherwise transferred, Agent will not have any power or authority to transfer this Agreement to any other person and will not make any attempt to do so, (15) Agent has complied, and will at all times comply, with the Alabama Insurance Code as contained in Title 27 of the Code of Alabama, 1975, as amended, as well as any pertinent regulations issued by the Commissioner of Insurance, and (16) Agent will indemnify and hold GF harmless from and against all liability and costs resulting to GF from any breach of these covenants and from any actually or allegedly unauthorized or illegal transaction by Agent or anyone acting on Agent's behalf.

Agency Name: Peak Insurance

Agency Address: 1003 Broad Street Selma AL 36701--

Agent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**007776**



# GULFinance, LLC

Post Office Box 241567 Montgomery, AL 36124  
Phone: (800) 844-3099 Fax: (334) 270-3095

## Authorization Agreement for Direct Payments (Monthly Bank Draft)

Water Works & Sewer Board of Uniontown  
P. O. Box 236  
Uniontown AL 36786-

Loan Account #: 162571  
Monthly Payment: 2,896.43  
Processing Fee: 3.00  
Beginning: 01/15/2021  
Ending: 09/15/2021

Please note: A \$3.00 monthly processing fee will be added to each payment.

Customer hereby authorizes GULFinance to debit entries to the Customer's Account indicated below at the Financial Institution named below. This authority is to remain in full force and effect until GULFinance has received written notice from Customer of its termination at least 15 days prior to the next scheduled payment date or when the loan account is paid in full. GULFinance may terminate this agreement at its discretion by notifying Customer in writing at the address showing on record.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name Above: \_\_\_\_\_

Financial Institution Name: \_\_\_\_\_

Financial Institution Address: \_\_\_\_\_

Financial Institution Routing #: \_\_\_\_\_

Customer's Account #: \_\_\_\_\_ Checking \_\_\_\_\_ Savings \_\_\_\_\_

Your Insurance Agent Is: Peak Insurance  
1003 Broad Street Selma AL 36701-

Please attach a voided check here.

Mail or fax completed form to GULFinance.

**007777**



**Insurance Premium  
Finance Agreement****GULFinance, LLC**

Mailing: PO Box 241567 Montgomery, AL 36124  
Physical: 7069 Sydney Curve 36117  
Fax: (334) 270-3095 Email: gulfinance@gulfpf.com

162572

Insured (Borrower):

DBA: Water Works &amp; Sewer Board of Uniontown

Mailing Address: P. O. Box 236

Uniontown AL 36786-

Street Address:

Home Phone: ( ) -

SS # or Tax ID #: \_\_\_\_\_

Work Phone: ( ) - ext.( )

**Schedule of Policies of Insurance**

| Effective  | Term    | Insurance Company & General Agency             | Policy # | Type | Premium   |
|------------|---------|------------------------------------------------|----------|------|-----------|
| 12/15/2020 | 12 mos. | Hudson Excess Ins. Co. / Saville Public Entity |          | PKG  | 33,396.36 |

\_\_\_ This is a consumer insurance premium finance contract.  
(Insurance is for a consumer purpose or premiums are \$2,000 or less.)

Total Premiums 33,396.36

\_\_\_ This is a commercial premium finance contract.

Down Payment 8,350.00

Itemization of Amount Financed: The full Amount Financed shown below will  
be paid to the insurance company or companies, or their agents, on your behalf.

Service Charge 1,029.46

Additional Charge 15.00

| ANNUAL<br>PERCENTAGE<br>RATE<br>The cost of your credit<br>as a yearly rate | FINANCE<br>CHARGE<br>The dollar amount the<br>credit will cost you | Amount<br>Financed<br>The amount of credit<br>provided to you or on<br>your behalf | Total of<br>Payments<br>The amount you will<br>have paid after you have<br>made all payments as<br>scheduled |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| 9.9000 %                                                                    | \$ 1,044.46                                                        | \$ 25,046.36                                                                       | \$ 26,090.82                                                                                                 |

**Your payment schedule will be:**

| Number of Payments | Amount of Payments | When Payments Are Due          |
|--------------------|--------------------|--------------------------------|
| 9                  | 2,898.98           | Monthly — Beginning 01/15/2021 |

**Security:** You are giving a security interest in the goods or property being purchased.

**Late Charge:** If a payment is late, you will be charged 5% of the late payment. See page 2 for details.

**Prepayment:** If you pay off early, you may be entitled to a refund of part of the finance charge.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties. "e" means an estimate

**Notice to Insured:** Read both pages of this Agreement before signing below. Do not sign this Agreement if it contains any blank spaces (see Policy Not Yet Issued on page 2). You are entitled to a copy of this Agreement at the time that you sign it. Keep your copy to protect your legal rights. By signing this Agreement, you agree to all terms and conditions contained herein and acknowledge you received a completed copy of this Agreement before you signed it.

**Power of Attorney:** Insured hereby irrevocably appoints GULFinance (hereinafter GF) its Attorney-In-Fact with full power of substitution and with full authority to cancel the Policies of Insurance listed above or any replacement policy (the "scheduled Policies of Insurance") and to receive all sums payable under or with respect to the policies upon cancellation. GF is authorized to execute or endorse and deliver in Insured's name and behalf all documents, receipts, checks, drafts, forms and notices relating to the Insurance policies in furtherance of this Agreement.

**Consent to Disclosures:** Insured hereby directs GF to disclose to Agent from time to time information regarding Insured's payments under this Agreement. Insured may revoke this authorization by written notice to GF at its address set forth above to the attention of: Consent to Disclosure Cancellation, and such revocation shall become effective after GF has received the notice and had an opportunity to act.

Insured's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Agent: Peak Insurance 1003 Broad Street Selma AL 36701- ( )

Insured and Agent: See page 2 for important provisions.

**007778**



## Insurance Premium Finance Agreement (page 2)

- 1) **Acceptance:** Insured understands that this Agreement will not become effective until it has been signed by Insured and Agent and has been accepted by GF, and that neither the insurance agency or other person issuing any of the scheduled Policies of Insurance nor Agent is an agent of GF. GF will notify Insured of its acceptance by sending payment coupons to Insured, or by other appropriate means in GF's sole discretion, and only the mailing (or other delivery) of any such notice to Insured shall be deemed to constitute acceptance by GF and to create a binding contract among the parties.
- 2) **Agency Disclaimer:** Insured agrees that the Agent named on this Agreement is not GF's agent and that GF is not legally bound by anything the Agent represents or promises to Insured, orally or in writing.
- 3) **Cancellation of Insurance Policies:** The entire unpaid balance due GF under this Agreement shall be immediately due and payable by Insured and GF may cancel any of the scheduled Policies of Insurance if any of the following occur: (a) Insured does not pay any scheduled payment exactly when due according to the terms of this Agreement, or (b) Insured does not comply with any of the other terms of this Agreement, or (c) Insured or any insurer under the scheduled Policies of Insurance voluntarily or involuntarily becomes the subject of bankruptcy, receivership, or any other insolvency proceeding, or (d) Insured is an individual and Insured dies, or (e) Insured is a business and Insured ceases doing business or ceases to be qualified to do business. GF at its option may enforce payment of this debt without recourse to the scheduled Policies of Insurance. GF may accept late payments and partial payments on any number of occasions without losing its right to require payment and performance of Insured's obligations in strict compliance with the terms of this Agreement.
- 4) **Collection:** If GF refers this Agreement to an attorney who is not its salaried employee for collection after default, Insured agrees to pay a reasonable attorney's fee for collection not exceeding 15% of the amount in default (30% of the amount in default if this Agreement is a commercial premium finance Agreement), unless such a provision for payment of attorney's fees is not allowed by law.
- 5) **Finance Charge:** If this Agreement is a consumer insurance premium finance Agreement, the service charge shown on this Agreement will accrue from the effective date of the insurance policy for which the premiums are being financed.
- 6) **Late and Cancel Fees:** If a scheduled payment is late 5 days or more, Insured agrees to pay a late charge of \$1.50 or 5% of the delinquent amount, whichever is greater. If the default results in cancellation by GF of any scheduled Policy of Insurance listed hereon, Insured agrees to pay a cancellation charge of \$5.00 if this Agreement is a consumer insurance premium finance agreement and \$15.00 if this Agreement is a commercial insurance premium finance agreement.
- 7) **Policy Not Yet Issued:** If any of the scheduled Policies of Insurance have not been issued at the time Insured executes this Agreement, Insured hereby authorizes GF to fill in the name of the insurance companies, the policy numbers, and other policy information when the policies are issued and agrees that this Agreement will be deemed to have been validly completed to include those terms as if they had been included upon initial submission of this Agreement to GF. In addition, GF is hereby authorized to correct patent errors or omissions in this Agreement.
- 8) **Post-Cancellation Payments:** Insured agrees that any payments made to GF after GF sends a notice of cancellation on any of the scheduled Policies of Insurance (a) may be credited to the Insured's account without affecting the acceleration of this Agreement, (b) shall not obligate GF to reinstate any canceled insurance policy, and (c) shall not operate to reinstate any such canceled policy. Any money GF receives from an insurance company shall be credited to the amount due GF, and any surplus shall be paid to whomever is then entitled to it. If a balance remains unpaid after GF receives the unearned premiums, dividends, or loss payments from insurance company, Insured will pay the balance to GF with interest at the rate of 1-1/2% per month or the maximum rate allowed by law, whichever is less.
- 9) **Premium Increase:** If an insurance company issuing any of the scheduled Policies of Insurance increases its premium, or imposes an additional premium, such that the policy premium exceeds the premium disclosed in this Agreement, Insured agrees to pay the increased or additional amount immediately.
- 10) **Prepayment:** Insured may prepay the obligation under this Agreement in full at any time. Upon prepayment in full, Insured will receive a refund or credit of the service charge computed based on the nearest scheduled payment date in accordance with the Rule of 78ths. No refund of less than \$1 will be made. If an additional charge was imposed, the additional charge will not be refunded or taken into account in computing the refund or credit.
- 11) **Repayment of Loan:** For and in consideration of GF's extension of credit to the Insured by paying the premiums listed on this Agreement to the insurance companies, the Agent or other agents on Insured's behalf, Insured promises to pay to GF the Total of Payments shown hereon according to the Payment Schedule set forth hereon. A payment under this Agreement shall be deemed paid on the date it is physically received by GF at its address listed on this Agreement and shall be delinquent if not received at that address on or before the date it is due.
- 12) **Representation of Solvency:** Insured represents that the Insured is not insolvent or the subject of any insolvency proceeding.
- 13) **Security:** Insured hereby assigns to GF, and grants to GF a security interest in, all unearned premiums, dividends and other sums that are or may become payable under the scheduled Policies of Insurance and all loss payments that reduce the unearned premiums, subject to the interests of any mortgagees and third-party loss payees named under the policies.
- 14) **Verification:** Insured agrees that GF has the right, in its discretion, to contact the Insured, either before or after acceptance of this Agreement, to verify the information in this Agreement. Insured understands that GF may obtain Insured's credit history and any other relevant information concerning the Insured's creditworthiness for the purpose of determining whether to accept this Agreement.
- 15) **Warranty of Accuracy:** Insured warrants to GF that the scheduled Policies of Insurance listed hereon have been (or will be) issued to the Insured and are (or will be when issued) in full force and effect, and Insured has not assigned any interest in the policies except for interests of mortgagees, lienholders, and loss payees.

## AGENT'S REPRESENTATIONS, WARRANTIES AND AGREEMENTS

To induce GF to make the loan to the Insured/Borrower described herein, and in consideration of the loan, Agent represents, warrants and agrees to and with GF that: (1) the down payment shown on this Agreement has been paid by Insured and meets GF's requirements, (2) all scheduled Policies of Insurance are, or will be, in force on the stated effective date and have been, or will be, delivered by Agent to Insured and the premiums are correct, (3) Insured has authorized this transaction and recognizes the security interest created herein, (4) no audit, reporting form, or fully earned premium policy is included in this Agreement, (5) the policies can be canceled by Insured or company on 10 or 30 days' notice, and the unearned premium will be computed on the standard short rate or pro rata table, (6) this Agreement shall be a bona fide and binding contract upon acceptance by GF, (7) all signatures hereon are genuine, (8) a copy of this Agreement has been delivered to Insured, (9) with respect to GF, Agent acts as an independent contractor and nothing contained in this Agreement shall be construed to create the relation of principal and agent between GF and Agent, (10) Insured is not currently the subject of bankruptcy, insolvency or receivership proceedings, (11) GF has the right, but not obligation, to take every action necessary to collect upon and discharge this Agreement, (12) Agent will hold in trust for GF any return premiums paid or credited to Agent, directly or indirectly by any of the insurance companies, and will forward the gross return premiums to GF; and that any lien Agent has on these return premiums is subordinate to GF's lien or security interest, and Agent will pay interest of 1.5% per month on the balance of any such amounts not paid within 45 days, (13) Agent will notify GF immediately upon acquiring knowledge of any change in the terms of any of the scheduled Policies of Insurance, (14) in the event that any of the scheduled Policies of Insurance is endorsed or otherwise transferred, Agent will not have any power or authority to transfer this Agreement to any other person and will not make any attempt to do so, (15) Agent has complied, and will at all times comply, with the Alabama Insurance Code as contained in Title 27 of the Code of Alabama, 1975, as amended, as well as any pertinent regulations issued by the Commissioner of Insurance, and (16) Agent will indemnify and hold GF harmless from and against all liability and costs resulting to GF from any breach of these covenants and from any actually or allegedly unauthorized or illegal transaction by Agent or anyone acting on Agent's behalf.

Agency Name: Peak Insurance

Agency Address: 1003 Broad Street Selma AL 36701- -

Agent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**007779**



# GULFinance, LLC

Post Office Box 241567 Montgomery, AL 36124  
Phone: (800) 844-3099 Fax: (334) 270-3095

## Authorization Agreement for Direct Payments (Monthly Bank Draft)

Water Works & Sewer Board of Uniontown  
P. O. Box 236  
Uniontown AL 36786-

Loan Account #: 162572  
Monthly Payment: 2,898.98  
Processing Fee: 3.00  
Beginning: 01/15/2021  
Ending: 09/15/2021

Please note: A \$3.00 monthly processing fee will be added to each payment.

Customer hereby authorizes GULFinance to debit entries to the Customer's Account indicated below at the Financial Institution named below. This authority is to remain in full force and effect until GULFinance has received written notice from Customer of its termination at least 15 days prior to the next scheduled payment date or when the loan account is paid in full. GULFinance may terminate this agreement at its discretion by notifying Customer in writing at the address showing on record.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name Above: \_\_\_\_\_

Financial Institution Name: \_\_\_\_\_

Financial Institution Address: \_\_\_\_\_

Financial Institution Routing #: \_\_\_\_\_

Customer's Account #: \_\_\_\_\_ Checking \_\_\_\_\_ Savings \_\_\_\_\_

Your Insurance Agent Is: Peak Insurance  
1003 Broad Street Selma AL 36701-

Please attach a voided check here.

Mail or fax completed form to GULFinance.

**007780**



PRIMARY  
PROPERTY & CASUALTY  
PROPOSAL  
FOR

The Water Works & Sewer Board of the  
City of Uniontown, AL

EFFECTIVE:  
10/1/2020

9/28/2020

**007781**





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## GENERAL INFORMATION

|                  |                                                    |
|------------------|----------------------------------------------------|
| Insured Name:    | Water Works & Sewer Board of the City of Uniontown |
| Insured Address: | POB 236 Uniontown, AL 36786                        |
| Inception Date:  | 12/15/2020                                         |
| Expiration Date: | 12/15/2021                                         |

|                                                                                                                                            |                                                |                                |                                     |                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|--------------------------------|-------------------------------------|----------------------------------|
| Insurer:                                                                                                                                   | Hudson Excess Insurance Company (non-admitted) |                                |                                     |                                  |
| Financial Rating:                                                                                                                          | A XV                                           |                                |                                     |                                  |
| Policy Number:                                                                                                                             | new                                            |                                |                                     |                                  |
| <b>Line of Business:</b><br>If this is a non-admitted product, the Producer is responsible for all taxes and fees. Indemnification policy. | <input checked="" type="checkbox"/>            | Property (includes IM/Crime)   | <input checked="" type="checkbox"/> | General Liability                |
|                                                                                                                                            | <input type="checkbox"/>                       | Auto Liability                 | <input type="checkbox"/>            | Umbrella/Excess Liability        |
|                                                                                                                                            | <input type="checkbox"/>                       | Auto Physical Damage           | <input type="checkbox"/>            | Law Enforcement Liability        |
|                                                                                                                                            | <input type="checkbox"/>                       | Scholastic Legal Liability     | <input type="checkbox"/>            | Public Officials Liability       |
|                                                                                                                                            | <input type="checkbox"/>                       | Employment Practices Liability | <input type="checkbox"/>            | Emergency Dispatcher's Liability |
|                                                                                                                                            | <input type="checkbox"/>                       | Fire-Fighter's Liability       |                                     |                                  |

Hudson based this proposal on the underwriting and pricing information in the submission provided by you. The coverage and terms presented may not be the same or as broad as requested in your submission.



## COVERAGES

| COVERAGE TYPE                                      | LIMIT / AGGREGATE                                                                                          | DEDUCTIBLE | COVERAGE TRIGGER | RETRO DATE |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------------|------------|------------------|------------|
| PROPERTY                                           | \$ 1,539,800 Blanket Limit*<br>*Includes Bldg./PP/Computers                                                | \$ 5,000   | N/A              | N/A        |
| PROPERTY<br>COVERAGE<br>EXTENSIONS                 | REFER TO COVERAGE ENHANCEMENTS SECTION                                                                     |            |                  |            |
| EQUIPMENT<br>BREAKDOWN                             | Included in Building Limit                                                                                 | \$ 5,000   | N/A              | N/A        |
| FLOOD*<br>*Zone C or Unshaded X<br>Only            | not covered                                                                                                | \$         | N/A              | N/A        |
| EARTHQUAKE*<br>*No Zone 1 or 2                     | not covered                                                                                                | \$         | N/A              | N/A        |
| INLAND MARINE                                      | Refer to Property Coverage<br>Extensions                                                                   | \$ 1,000   | N/A              | N/A        |
| CRIME                                              | REFER TO COVERAGE ENHANCEMENTS SECTION                                                                     |            |                  |            |
| GENERAL<br>LIABILITY                               | \$ 1,000,000 Each Occurrence                                                                               | \$ 25,000  | Occurrence       | N/A        |
|                                                    | \$ 2,000,000 General Aggregate                                                                             |            |                  |            |
|                                                    | \$ 2,000,000 Products—<br>Completed<br>Operations Aggregate                                                |            |                  |            |
| OTHER GENERAL<br>LIABILITY<br>COVERAGE<br>FEATURES | REFER TO COVERAGE ENHANCEMENTS SECTION<br>Blanket Additional Insured<br>Sewer Back Up<br>Failure to Supply |            |                  |            |





## COVERAGE ENHANCEMENTS

### PROPERTY COVERAGE EXTENSIONS

| Coverage                                                                           | Limits of Insurance                                  | Adjusted Limits |
|------------------------------------------------------------------------------------|------------------------------------------------------|-----------------|
| Underground Sprinkler System and related Components Parts                          | \$25,000                                             | \$              |
| Animals                                                                            | \$1,500 per animal<br>\$10,000 per occurrence        | \$              |
| Debris Removal                                                                     | \$25,000                                             | \$              |
| Fire Department Service Charge                                                     | \$25,000                                             | \$              |
| Pollutant Clean-up and Removal                                                     | \$25,000                                             | \$              |
| Electronic Data                                                                    | \$25,000                                             | \$              |
| Key Replacement and Lock Repair                                                    | \$25,000                                             | \$              |
| Arson Reward                                                                       | \$25,000                                             | \$              |
| Footbridges or Retaining Walls                                                     | \$25,000                                             | \$              |
| Newly Acquired or Construction Property – Buildings                                | \$1,000,000/ 180 days                                | \$              |
| Newly Acquired or Construction Property – Business Personal Property               | \$ 500,000/ 180 days                                 | \$              |
| Personal Effects and Property of Others                                            | \$25,000                                             | \$              |
| Valuable Papers and Records:<br>At described premises<br>Not at described premises | \$250,000<br>\$50,000                                | \$              |
| Property Off- Premises                                                             | \$100,000                                            | \$              |
| Outdoor Property                                                                   | \$50,000/ \$1,000 max<br>per Tree, Shrub or<br>Plant | \$              |
| Accounts Receivable:<br>At described premises<br>Not at described premises         | \$250,000<br>\$50,000                                | \$              |
| Change in temperature, Electrical Damage and Off-Premises Services                 | \$50,000                                             | \$              |
| Commandeered Property                                                              | \$100,000                                            | \$              |





|                                                                         |                         |           |
|-------------------------------------------------------------------------|-------------------------|-----------|
| Contractors' Equipment and Miscellaneous Equipment and Tools            | \$50,000/ \$5,000 tools | \$        |
| Electronic Data Processing Data and Media                               | \$50,000                | \$        |
| Employee Dishonesty                                                     | \$50,000                | see crime |
| Faithful Performance of Duty Coverage: Employee Theft-Per Loss Coverage | \$50,000                | see crime |
| Food Contamination Shutdown- Planned event                              | \$10,000                | \$        |
| Fine Arts                                                               | \$100,000               | \$        |
| Inventory and Appraisals                                                | \$10,000                | \$        |
| Money and Securities                                                    | \$25,000                | see crime |
| Public Relations Crisis Management Services Expenses                    | \$10,000                | \$        |
| Unscheduled Miscellaneous Outdoor Property                              | \$100,000               | \$        |
| Underground Water Seepage                                               | \$25,000                | \$        |
| Utility Services- Planned Events                                        | \$25,000                | \$        |
| Fungus, Wet Rot, Dry Rot and Bacteria                                   | \$25,000                | \$        |
| Property in Transit                                                     | \$50,000                | \$        |
| Building Ordinance: Coverage A                                          | Building Limit          | \$        |
| Building Ordinance: Combined Coverage B and C                           | \$250,000               | \$        |
| Business Income & Extra Expense                                         | \$250,000               | \$        |
| Business Income Other Than Rental Value                                 | Number of Days 60       | \$        |

Our program automatically provides coverage benefits that are specifically applicable to Public Entity risks in the Enhanced Property Extension Endorsement. These coverages may be increased to tailor meet your needs upon request.





## CRIME

| Coverage                                      | Limits of Insurance | Deductible |
|-----------------------------------------------|---------------------|------------|
| Employee Theft Governmental Crime (per Loss)  | \$ 50,000           | \$ 1,000   |
| Faithful Performance of Duty                  | \$ 50,000           | \$ 1,000   |
| Forgery or Alteration                         | \$ 50,000           | \$ 1,000   |
| Inside Premises – Theft of Money & Securities | \$ 50,000           | \$ 1,000   |
| Inside Premises – Robbery or Safe Burglary    | \$ 50,000           | \$ 1,000   |
| Outside Premises – Money & Securities         | \$ 50,000           | \$ 1,000   |
| Computer Fraud                                | \$ 50,000           | \$ 1,000   |
| Funds Transfer Fraud                          | \$ 50,000           | \$ 1,000   |
| Money Orders and Counterfeit Currency         | \$ 25,000           | \$ 1,000   |

## GENERAL LIABILITY

| Coverage                                        | Limits of Insurance |
|-------------------------------------------------|---------------------|
| Personal Injury and Advertising Injury          | \$ 1,000,000        |
| Employee Benefits Injury                        | \$ 1,000,000        |
| Fire, Lightning or Explosion                    | \$ 500,000          |
| Medical Payments                                | \$ 5,000            |
| BI includes Mental Anguish                      | INCLUDED            |
| Professional Coverage for EMTs & Paramedics     | INCLUDED            |
| Liquor Liability included for short term events | INCLUDED            |
| Volunteers as Insureds                          | INCLUDED            |
| Good Samaritan Liability                        | INCLUDED            |
| Crisis Management Emergency Response Expense    | \$10,000/ \$30,000  |
| Identity Theft Expenses                         | \$10,000/ \$30,000  |
| Workplace Violence Counseling                   | \$10,000/ \$30,000  |

## APPLICABLE FORMS / ENDORSEMENTS

| Form # / Edition | Title |
|------------------|-------|
|                  |       |
|                  |       |



## QUOTATION TERMS AND CONDITIONS

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. This proposal is presented on a portfolio coverage platform. Any disassembling of coverage parts could result in a higher premium and changes to terms.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2. Exclusions: Please refer to the Coverage forms. <ul style="list-style-type: none"> <li>a. Exclusions include, but are not limited to:             <ul style="list-style-type: none"> <li>i. Aircraft; Airport, exception for airport facilities.</li> <li>ii. Asbestos</li> <li>iii. Dumps</li> <li>iv. Cyber Liability</li> <li>v. Eminent Domain or Inverse Condemnation</li> <li>vi. Employer's Liability</li> <li>vii. Fungus or Bacteria</li> <li>viii. Lead</li> <li>ix. Nuclear Hazard</li> <li>x. Pollution – exception for water treatment, water and sewage operations, escape or back-up of sewage or waste water from sewage treatment facility</li> <li>xi. Punitive damages</li> <li>xii. Silica</li> <li>xiii. War</li> <li>xiv. WC</li> </ul> </li> </ul> |
| 3. Terrorism: This proposal includes coverage for TRA (Terrorism Reform Act) legislation. The insured has the option to reject this terrorism coverage. If the insured rejects coverage, they must complete and sign the terrorism exclusion form. If the insured does not return the form upon binding of coverage, the terrorism premium will automatically be included.<br>(No Terrorism Exclusions are attached to the Professional Liability coverages)                                                                                                                                                                                                                                                                                                                 |
| 4. Please advise binding by written request on or before effective date of coverage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 5. <b>Surplus Lines taxes and fees will apply to the policies.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

## RECOMMENDATIONS

|    |
|----|
| 1. |
| 2. |
| 3. |

## ADDITIONAL REQUIRED INFORMATION OR CONDITIONS

|                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------|
| 1. <input type="checkbox"/> Agent Surplus Lines License – Needed upon binding.                                            |
| 2. <input type="checkbox"/> TRIA form completed, signed and dated.                                                        |
| 3. <input type="checkbox"/> Designee Individual and Title to receive notices and report claims (professional lines only). |
| 4. <input type="checkbox"/> Other Carrier's Declaration Page for Schedule of Underlying Insurance.                        |
| 5. <input type="checkbox"/> Signed Applications.                                                                          |
| 6. <input type="checkbox"/> Signed Selection/Rejection Uninsured Motorists Coverage Form                                  |
| 7. <input type="checkbox"/> Additional Insured/Loss Payee Schedules                                                       |





## PREMIUM

|                                  |                              |
|----------------------------------|------------------------------|
| PROPERTY*                        | \$ 14,809 + \$30 Tria        |
| *INCLUDES INLAND MARINE/FLOOD/EQ |                              |
| CRIME                            | included in property premium |
| GENERAL LIABILITY                | \$ 16,667                    |

|                      |                                                                          |                   |
|----------------------|--------------------------------------------------------------------------|-------------------|
| TOTAL PREMIUM:       | \$ 31,506                                                                | With Terrorism    |
|                      | \$ 31,476                                                                | Without Terrorism |
| AL Surplus Lines Tax | \$ 1,890.36 (Peak Insurance will collect and file the surplus lines tax) |                   |
| Subject to Audit:    | Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>    |                   |

Payment is due 30 days from the effective date of coverage.

|                               |            |
|-------------------------------|------------|
| THIS PROPOSAL IS VALID UNTIL: | 12/15/2020 |
|-------------------------------|------------|

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007789





## TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2015, effective January 1, 2015 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government agrees to reimburse eighty-five percent (85%) of covered terrorism losses in calendar year 2015 that exceed the statutorily established deductible paid by the insurance company providing the coverage. This percentage of United States Government reimbursement decreases by one percent (1%) every calendar year beginning in 2016 until it equals eighty percent (80%) in 2020. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

### CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2015 is scheduled to terminate at the end of December 31, 2020, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2020, any terrorism coverage as defined by the Act provided in the policy will also terminate.

### TERRORISM SIGNATURE PAGE

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

|                          |                                                                                                                                                                                                                                                                                                          |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | I hereby elect to purchase certified terrorism coverage for a premium of \$ _____. I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2015 may terminate on December 31, 2020. Should that occur my coverage for terrorism as defined by the Act will also terminate. |
| <input type="checkbox"/> | I hereby reject the purchase of certified terrorism coverage.                                                                                                                                                                                                                                            |

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Named Insured/Firm

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Policy Number, if available

\_\_\_\_\_  
Date

**007790**



SPECIAL MEETING MONDAY 10:30 AM?

Does this date and time work for everyone to consider the insurance proposal and other documents for the water and sewer system? Let me know as soon as possible so we may proceed to have the notice placed in the proper places for the public.

Prince Chestnut

On Friday, October 2, 2020, 10:45:52 AM CDT, Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)> wrote:



## 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)



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**From:** Owen Peak (b) (6) <[owen@peakinsurance.com](mailto:owen@peakinsurance.com)>

**Sent:** Thursday, October 1, 2020 5:21 PM

**To:** Robert White <[rwhite@alruralwater.com](mailto:rwhite@alruralwater.com)>

**Cc:** Dana Bridges (b) (6) <[dana@peakinsurance.com](mailto:dana@peakinsurance.com)>; Jere Peak (b) (6) <[jere@peakinsurance.com](mailto:jere@peakinsurance.com)>

**Subject:** Insurance quotes from Peak Insurance for the Water works & Sewer Board of the city of Uniontown

Rob,

Please see attached quote from Cincinnati Insurance Company for Directors and Officers (D&O) liability policy for a \$1,000,000 limit with a \$2,500 deductible. It includes cyber liability coverage with a \$50,000 limit and crime coverage of \$25,000 limit. See pay options on page 12 for this quote

**007791**



(monthly pay with 12 equal installments is available). The attached Cincinnati D&O app attached needs to be signed/dated where required.

Also attached is a quote for the property and general liability from Hudson Insurance Group. For the property please open the statement of values (SOV) attachment to view the property limit for each structure on the property quote. There is a \$5000 deductible for the property. General liability coverage can be found on page 3 and 6. Please note it contains a \$25,000 deductible. As seen on page 3 sewer back up is included in this quote. A summary of the exclusions can be found on page 7 and the premium for this policy would be due in full unless payments are desired and in that case a premium finance agreement will be provided in a separate email. We will need the SOV signed and dated as well as the terrorism (TRIA) form completed. The insured will need to indicate if they wish to purchase this coverage or decline it on the form. There may be a surplus lines tax disclaimer to sign, but I do not know at this time if that is needed or not.

As we have discussed this is the only quote I have been able to get for property and general liability coverage. All carriers and brokers I have submitted to have declined due to the condition of the sewer lines & I have submitted to every carrier that has a program for water utility boards. This is the only option I have available to offer.

I look forward to speaking with you on Monday.

Best Regards,

**Owen C. Peak**

Vice President | PEAK Insurance, Inc.

1003 Broad St. | Selma, AL 36701

D 334-407-7028 | M 205-876-3759 | F 334-875-8225

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**007792**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Prince Chestnut](#)  
**Cc:** [Gordon, Nivory - RD, Camden, AL](#)  
**Subject:** City of Uniontown  
**Date:** Monday, January 13, 2020 5:32:00 PM

---

Mr. Chestnut, as per our telephone conversation this afternoon this following needs to be completed in order to move forward with the sewer project in Uniontown:

1. The contract extension between the City and EOS be executed by the Mayor.
2. An assignment of the that contract from the City to the Utilities Board be prepared and signed by the Mayor.
3. The Utilities Board accept the assignment.

As to the question of payment to the city council members for their services up to the date of the assignment, I see no reason they should not be paid for that period of service.

Also, all funds in the various checking accounts will be required to be transferred to the Utilities Board. I have list of those accounts and their balances.

Thanks,

*Allen Bowen*

Allen Bowen  
United States Department of Agriculture  
Rural Development  
Community and Business Programs Director  
Office: 334-279-3617

**007793**



**From:** [Bowen, Allen - RD, Montgomery, AL](#)  
**To:** [Lucas, Randall - RD, MONTGOMERY, AL](#)  
**Subject:** BWRk Letter to N. Gordon 11-16-21 (with attachment).pdf  
**Date:** Wednesday, November 24, 2021 9:14:00 AM  
**Attachments:** [BWRk Letter to N. Gordon 11-16-21 \(with attachment\).pdf](#)

---

Randy, please read and review the attached and be prepared to discuss later. If you want to discuss with Sarah and Kodi.

Thanks,

*Allen Bowen*

Allen Bowen  
Community 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)

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**007794**



Black Warrior RIVERKEEPER®  
712 37<sup>th</sup> Street South  
Birmingham, AL 35222  
Tel: (205) 458-0095  
Fax: (205) 458-0094  
[edillard@blackwarriorriver.org](mailto:edillard@blackwarriorriver.org)  
[www.BlackWarriorRiver.org](http://www.BlackWarriorRiver.org)



November 16, 2021

Nivory Gordon, Jr.,  
State Director for Alabama  
USDA Rural Development  
Alabama USDA Rural Development State Office  
4121 Carmichael Road, Suite 601  
Montgomery, AL 36106

Re: City Of Uniontown – U. S. Department of Agriculture's Rural Utility Service Water & Waste Disposal Grant

*Via Electronic Mail Only*

Dear Director Gordon:

Congratulations on your recent appointment as the U.S. Department of Agriculture (USDA) Rural Development State Director for Alabama. We are writing you to express several concerns about the administration of the referenced USDA grant to the City of Uniontown. As you may know, that grant required Uniontown to establish a separate Waterworks and Sewer Board (the Board) to operate the City's sewer and water systems, receive the grant funds and make important decisions about how the funds will be spent to rehabilitate the City's municipal waste system. We have several concerns about recent decisions made by the Board which we ask you and Allen Bowen, Rural Development point person for the grant, to consider.

I

By invitation from the Uniontown community, two professional groups in Alabama have been working on the city's longstanding sanitary sewer problems. These groups are Columbia University World Water Projects (connected locally with engineering professors from several of Alabama's flagship universities) and the United Nations/Water Environment Federation UNLEASH Program. Both of these groups have developed innovative approaches for managing residential sewage collection and the effluents from food processing industries. All of this work is of vital interest and importance to successfully addressing Uniontown's sewage crisis.

In September one of these engineering professors, Dr. Mark Barnett of Auburn University, recommended that the Board retain an experienced consultant to conduct a value engineering evaluation of collection, treatment and disposal alternatives for Uniontown's sewer program and sponsor some type

**007795**