

From: [Ed Morris](#)
To: [Bowen, Allen - RD, Montgomery, AL](#)
Cc: [Gordon, Nivory - RD, Camden, AL](#)
Subject: Building Renovations for the Uniontown Water & Sewer Board
Date: Thursday, December 5, 2019 8:04:04 AM

It is my understanding that when you rent/lease a building, the only requirement is to have a building inspector inspect for safety concerns, i.e. no exposed wires, the electrical panel is large enough to meet expected electrical loads according to the equipment to be used, the plumbing is in good order, the lighting is adequate, ADA, etc.

The existing building will need modifications to meet handicap, and safety requirements. The bathroom will have to be enlarged to meet the clear space requirements of a wheelchair and other adjustments for handicap requirements. The clerk will need to have a secure vestibule to deal with money transactions with ample space for files, and computer equipment. Electrical, and plumbing changes will be required to meet these needs.

It is my understanding when using federal funds to remodel a portion of a building, you have to bring the entire building up to the 2015 building code. This will require the building to be rewired to meet the electrical codes and fire codes. If this understanding is correct, the cost can range from \$30,000 – \$80,000.

There will need to be an estimate from both electrical and cable contractors.

If the owner makes the changes required to meet handicap requirements, and provides an office with a secure window prior to the lease/rent, the requirements to bring the building up to code does not apply. The new changes will have to be up to code but not the whole building.

Sentell Engineering, Inc.
639 Black Bears Way
Tuscaloosa, Alabama 35401
205.752.5564 (0)
(b) (6) (C)

008089

From: [CHOICE \(Choosing to Help Others In our Community Excel\)](#)
To: chestnutlawfirm@gmail.com; [Bowen, Allen - RD, Montgomery, AL](#)
Subject: City of Uniontown
Date: Thursday, April 25, 2019 2:02:08 PM

Attorney Chestnut,

Per telephone conversation with Allen on yesterday, the incorporation paperwork can be filed tomorrow 4/26.

Emefa

(b) (6)

Sent from my iPhone

008090

Submitted: 10 June 2019
 Accepted: 17 July 2019
 Pages: 10
 Keywords: 2019; 2019; 2019

008091



David B. Ringelstein II
Direct: 205.226.8782
dringelstein@balch.com

Memorandum

To: Mayor and City Clerk of Uniontown, Alabama
From: David Ringelstein
Re: \$2,505,000 General Obligation Sewer Warrant, Series 2013 at 2.125%
Date: December 5, 2013

The purpose of this draft memo is to provide you with clear, easy-to-read instructions regarding the City's duties under the authorizing ordinance for the above-referenced Warrant:

1. **Open Accounts.** At your earliest convenience, you will need to open the following accounts at Regions Bank or other bank of your choice (mindful of the arbitrage rules briefly discussed below, the accounts can be interest-bearing accounts):

- (a) Series 2013 Warrant Fund
- (b) Series 2013 Small Asset and Replacement Fund

2. **Monthly Deposits.** On the 15th day of each month (commencing December 15, 2013) make the following deposits:

(a) **\$4,435.00** in the Series 2013 Warrant Fund through December 15, 2014; then **\$9,900.00** in the Series 2013 Warrant Fund starting January 15, 2015, through December 15, 2043.

(b) **\$6,062.33** in the Series 2013 Short Lived Asset Fund.

3. **Yearly Payments.** On January 1 of each year, your payment on the Warrant is due. The USDA will automatically debit the Warrant Fund several days prior to January 1. Please note that on January 1, 2014 and 2015, the City will be making interest payments only. The City's first Principal and Interest payments will start January 1, 2016. The USDA, in advance of debiting the Warrant Fund, will send you a notice itemizing what payment(s) will be due.

4. **Covenants.** The following is a list of items that the Authority has covenanted that it will perform:

- (a) Separate Books and Records.
- (b) Annual Audits.

- (c) No Free Service.
- (d) Maintenance of Rates.
- (e) Discontinuance of Service on Non-Payment of Bills.
- (f) Continued Operation of the System.
- (g) System to be Kept Free of Prior Liens.
- (h) Maintenance of System
- (i) Compliance with Laws, Regulations, and Loan and Grant Agreements.
- (j) Prohibition of Competing Franchises.

(k) Covenant with Respect to Rebate Payments. The Borrower hereby agrees that it will make prompt, full and timely payment of all rebates and file all reports and forms and information required to be paid to and filed with the United States of America or any agency thereof by any provision of the Internal Revenue Code and, without limitation, any such payments, reports, forms and information required by Section 148 of the Internal Revenue Code of 1986, as amended, and the Borrower will take all other actions which may be required to maintain the qualification of the Subject Bonds as those the interest on which is not includable in gross income under Section 103 of the Internal Revenue Code of 1986, as amended.

- (l) Maintain Fire and Extended Coverage Insurance.
- (m) Maintain Liability Insurance (not less than \$1,000,000.)
- (n) Maintain Workman's Compensation Insurance.
- (o) Maintain Fidelity Bond or Employee Dishonesty Coverage for all persons entrusted with the receipt and disbursement of funds or custody of valuable property, with minimum coverage of \$120,000 per employee.

UNITED STATES OF AMERICA
STATE OF ALABAMA

CITY OF UNIONTOWN
GENERAL OBLIGATION SEWER WARRANT
SERIES 2013

No. 1

\$2,505,000.00

The CITY of UNIONTOWN, a municipal corporation organized and existing under and by virtue of the laws of the State of Alabama (herein called the "Municipality"), for value received, hereby acknowledges itself indebted to the UNITED STATES OF AMERICA, or its registered assigns, in the principal sum of

TWO MILLION FIVE HUNDRED FIVE THOUSAND DOLLARS
(\$2,505,000.00)

and hereby orders and directs the Treasurer of the Municipality to pay to the said payee or its registered assigns from the Special Warrant Fund hereinafter referred to, the said sum on January 1 in the years and amounts set forth below, and to pay interest on said sum from the said Special Warrant Fund at the rate of 2.125% per annum, payable, on each January 1 (first interest payable on January 1, 2014 and on each January 1 thereafter through and including January 1, 2043 unless sooner paid), shall be in the denomination of \$1,000 each, shall be numbered consecutively from 1 through 100, in the order of maturities, and shall mature, subject to prior optional redemption, and be payable in principal installments on January 1 in the years and amounts as follows, plus accrued interest:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2016	\$66,000	2030	\$89,000
2017	67,000	2031	91,000
2018	69,000	2032	93,000
2019	70,000	2033	95,000
2020	72,000	2034	97,000
2021	74,000	2035	99,000
2022	75,000	2036	101,000
2023	77,000	2037	103,000
2024	78,000	2038	105,000
2025	80,000	2039	108,000
2026	82,000	2040	110,000
2027	84,000	2041	113,000
2028	85,000	2042	116,000
2029	87,000	2043	119,000

008094

The principal of this Warrant is payable upon surrender hereof at the principal office of the Rural Development Manager of the U.S. Department of Agriculture in the City of Camden, Alabama or at such other location or in such other manner as designated by the holder thereof. Interest on this Warrant shall be remitted by the said Municipality to the then registered owner of this Warrant at the address thereof shown on the registration books of the Municipality. The principal of and interest on this Warrant are payable in lawful money of the United States of America, at par and without deduction for exchange or costs of collection. Interest shall accrue based on an assumed year of 365 consecutive days.

This Warrant is one of a duly authorized issue of \$2,505,000 principal amount of General Obligation Warrants, Series 2013 (the "Warrants") of the Municipality, of like tenor except as to maturity dates and numbers, issued pursuant to the Constitution and laws of the State of Alabama, including the provisions of Section 94.01 of the Recompiled Constitution of Alabama, and an ordinance and proceedings of the governing body of the Municipality duly adopted, held and conducted to fund the cost of capital improvements in the Municipality. The indebtedness evidenced by the Warrants is a general obligation of the Municipality and the full faith and credit of the Municipality are hereby irrevocably pledged to the punctual payment of the principal thereof and interest thereon. As additional security for the Warrants, the Municipality has hereby irrevocably pledged, pro rata and without preference or priority of one over another, its net revenues derived the operation of its sanitary sewer system remaining after the payment of the reasonable and necessary costs and expenses associated with operating and maintaining the sanitary sewer system (the "Net System Revenues"). The Municipality has reserved the right to issue additional parity obligations payable from and/or secured by a pledge of Net System Revenues on a parity of lien with the pledge in favor of the Warrants.

To provide for the payment of the principal of and interest on the Warrants the Municipality has created in the aforesaid resolution a special fund known as the Special Warrant Fund, and has ordered to be paid therein from the funds of the Municipality sufficient moneys to provide for the payment of the principal of and interest on the Warrants as the same matures and comes due, subject to prior optional redemption.

The Warrants are subject to prior optional redemption at the option of the Municipality on January 1, 2023, or on any date thereafter, in whole or in part, and if in part, in the inverse order of maturities and identification numbers, latest maturities and highest numbers first, at a redemption price equal to the principal amount of each Warrant to be redeemed plus accrued interest thereon to the date fixed for redemption, without a redemption premium. Notice of any intended redemption shall be sent by United States registered or certified mail not less than five (5) days prior to the proposed redemption date to the registered owner of each Warrant which is to be redeemed. Such notice having been given and such payment having been made or duly provided, the Warrants called for redemption shall cease to bear interest on the date fixed for redemption unless default shall be made in the payment of the redemption price.

This Warrant is transferable by the registered owner hereof, in person or by authorized attorney, only on the books of the City Clerk (the registrar and transfer agent of the Municipality) and only upon surrender of this Warrant to the City Clerk for cancellation, and upon any such transfer a new warrant of like tenor hereof will be issued to the transferee in exchange therefor. Each registered owner, by receiving or accepting this Warrant, shall consent and agree and shall be estopped to deny that, insofar as the Municipality is concerned, this Warrant may be transferred only in accordance with the provisions hereof. No charge shall be made for the privilege of transfer, but the registered owner hereof requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

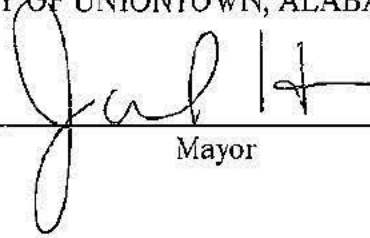
The City Clerk shall not be required to transfer this Warrant during the period of fifteen days next preceding any interest payment date; and in the event that this Warrant is duly called for redemption, the City Clerk shall not be required to transfer this Warrant during the period of forty-five days next preceding the date fixed for such redemption.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description, that this Warrant has been registered in the manner provided by law, that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this Warrant, and the adoption of the resolution authorizing its issuance, have happened, do exist, and have been performed as so required, and that the principal amount of this Warrant, together with all other indebtedness of the Municipality, is within every debt and other limit prescribed in the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the Municipality, acting by and through its governing body, has caused this Warrant to be executed in its name and on its behalf by its Mayor, who has signed this Warrant by causing his signature to be imprinted hereon, and to be attested by its City Clerk, who has attested this Warrant by manually subscribing her signature hereon, has caused the corporate seal of the Municipality to be affixed hereto by imprinting hereon, and has caused this Warrant to be dated December 5, 2013.

CITY OF UNIONTOWN, ALABAMA

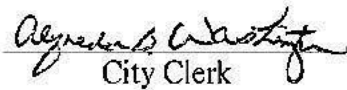
By



Mayor

SEAL

Attest:



City Clerk

008097

I hereby certify that this Warrant and the interest hereon have been duly registered by me as a claim against the City of Uniontown, Alabama, and the Special Warrant Fund referred to herein.

Algerin B. Wooten
Treasurer of the City of Uniontown, Alabama

CERTIFICATE OF VALIDATION

Validated and confirmed by judgment of the Circuit Court of Perry County, State of Alabama, entered on the 20th day of September, 2012.

Gary C. Moore
Clerk, Circuit Court of Perry County, Alabama

008098

REGISTRATION CERTIFICATE

(No writing below except by the Registrar)

The within Warrant has been registered on the registry books pertaining thereto by the Clerk and Treasurer of the City of Uniontown as the Warrant Registrar, in the name of the last holder named below, and the principal amount of and interest on this Warrant shall be payable to such holder only, and this Warrant may thereafter be transferred only upon an assignment duly executed by such registered owner, such transfer to be made on such books and endorsed hereon.

Registration Date

Registered Holder

Signature of Registrar

United States of
America, Department
of Agriculture,
Rural Development,
4300 Goodfellow Blvd,
Bldg. 104
St. Louis, Missouri
63120-1703

Alfred B. Washington

008099

PAYMENT RECORD

[illegible]

008100

ASSIGNMENT

For value received _____ hereby sell(s), assign(s) and transfer(s) unto _____ the within Warrant and hereby irrevocably constitute(s) and appoint(s) _____, attorney, with full power of substitution in the premises, to transfer this Warrant on the books of the within-mentioned City Clerk.

Dated this _____ day of _____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Warrant in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank, Trust Company or Firm)

By _____
(Authorized Officer)

008101

UNITED STATES OF AMERICA
STATE OF ALABAMA

TOWN OF UNIONTOWN (ALABAMA)
TEMPORARY GENERAL OBLIGATION
WARRANT ANTICIPATION NOTE
SERIES 2012

No. R-1

Dated: December 17, 2012

\$2,505,000.00

Maturity Date: December 17, 2013

Interest Rate: 3.00%

CUSIP No.: 909075BV4

The TOWN OF UNIONTOWN a municipal corporation organized and existing under and by virtue of the laws of the State of Alabama (the "Issuer"), for value received, hereby acknowledges that it is indebted in the principal sum of

Two Million Five Hundred and Five Thousand Dollars and No/100s
(\$2,505,000.00)

and hereby orders and directs the Treasurer of the Issuer to pay (but solely out of the available revenues referred to below) such principal sum to

CEDE & Co., INC.,

or registered assigns, on the Maturity Date specified above and to pay (but solely out of the available revenues referred to below) interest on such principal sum from the date hereof, or the most recent date to which interest has been paid or duly provided for, until such principal sum shall become due and payable, at the per annum rate of interest specified above. Interest shall be payable at maturity, and shall be computed on the basis of a 360 day year with 12 months of 30 days each. Interest shall be payable on overdue principal (and premium, if any) on this Note and (to the extent legally enforceable) on any overdue installment of interest on this Note at the Post-Default Rate specified in the Authorizing Ordinance referred to below.

Authorizing Document

This Note is one of a duly authorized issue of the Note of the Issuer, aggregating \$2,505,000 in principal amount, entitled "Temporary General Obligation Warrant Anticipation Note, Series 2012" (the "Note") and issued under and pursuant to an ordinance duly adopted by the governing body of the Issuer (the "Authorizing Ordinance") and the Constitution and laws of the State of Alabama, including particularly Section 94.01 of the Recompiled Constitution of Alabama of 1901, as amended (the "Constitution"), and authorizing proceedings of the Issuer duly held, passed and conducted. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Authorizing Ordinance.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of the Note shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Authorizing Ordinance. If the Book Entry System is terminated, the Authorizing Ordinance provides alternate provisions for the ownership, transfer, registration, exchange and payment of the Note.

Authorized Denominations

The Note is issuable in denominations of \$100,000 and any multiple thereof.

Paying Agent

The Authorizing Ordinance provides that Regions Bank, an Alabama banking corporation, will serve as "Paying Agent" with respect to the Note unless and until a successor is appointed pursuant to the terms and conditions of the Authorizing Ordinance. For purposes of this Note and the Authorizing Ordinance, the Office of the Paying Agent means the office where the Paying Agent performs its duties under the Authorizing Ordinance.

Source of Payment

The indebtedness evidenced by the Note is a general obligation of the Issuer for the payment of which the full faith and credit of the Issuer have been irrevocably pledged. The Issuer has also pledged in favor of the Note so much as may be necessary of its (a) net revenues of its waterworks distribution system (the "Water System Revenues") and (b) the net revenues of its sanitary sewer system (the "Sewer System Revenues") (said Water System Revenues and Sewer System Revenues being collectively referred to hereinafter as the "Pledged Revenues"), remaining after payment of the reasonable and necessary expenses of operating its waterworks distribution system and sanitary sewer system.

Redemption Prior to Maturity

The Note is not subject to redemption prior to maturity.

Validity of Note

It is hereby certified, recited and declared that the indebtedness evidenced and ordered paid by this Note is lawfully due without condition, abatement or offset of any description; that this Note has been registered as a claim against the Construction Fund in the manner provided by law; that all acts, conditions and things required by the constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the issuance of this Note have happened, do exist and have been performed; and that the indebtedness evidenced and ordered paid by this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed in the constitution and laws of the State of Alabama.

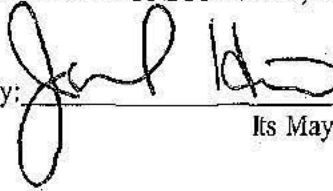
Authentication Required

Unless the certificate of authentication hereon has been executed by the Paying Agent by manual signature, this Note shall not be entitled to any benefit under the Authorizing Ordinance or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this Note to be duly executed as of the date first above written under its corporate seal.

TOWN OF UNIONTOWN, ALABAMA

By:



Its Mayor

[SEAL]

Attest:



Its Town Clerk

I hereby certify that this Note has been registered by me as a claim against the funds of the Town referred to in this Note.

Olga B. Winkler
Treasurer of the Issuer

* * * *

Certificate of Authentication

This Note is the Note issued pursuant to the within mentioned Authorizing Ordinance.

Date of Authentication: _____

Regions Bank
as Paying Agent

By: _____
Its Authorized Officer

* * * *

For value received, _____ hereby sell(s),
assign(s) and transfer(s) unto _____ this Note and hereby irrevocably
constitute(s) and appoint(s) _____ attorney to transfer this
Note on the books of the within named Issuer at the office of the within named Paying Agent, with full
power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must
correspond with the name of the payee written on the
face of the within warrants in all respects, without
alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____

(Authorized Officer)

*Signature(s) must be guaranteed by an eligible
guarantor institution which is a member of the
recognized signature guarantee program, i.e., Securities
Transfer Agents Medallion Program (STAMP), Stock
Exchanges Medallion Program (SEMP), or New York
Stock Exchange Medallion Signature Program (MSP).

CERTIFICATE OF VALIDATION

Validated and confirmed by judgment of the Circuit Court of Perry County, State of Alabama,
entered on the 20th day of September, 2012.

Mary Moore / RB

Clerk, Circuit Court of Perry County, Alabama

BALCH
& BINGHAM LLP

REC'D FEB 06 2013

DAVID B. RINGELSTEIN II
t: (205) 226-8782
f: (205) 488-5609
e: dringelstein@balch.com

January 31, 2013

Nivory Gordon
United States Department of Agriculture
Rural Development
321 Depot Street
Camden, AL 36726

Re: Town of Uniontown, Alabama
\$2,505,000 Temporary General Obligation Warrant Anticipation Note, Series 2012

Dear Nivory:

Please find enclosed your transcript and corresponding CD Rom for the above-captioned project. Should you need anything further, please advise.

It was a great pleasure to work with you in connection with this project, and I am hopeful that we will have an opportunity to work with you again in the near future.

Very truly yours,

(b) (6)

David B. Ringelstein II

DBRII/jc
Enclosures



United States Department of Agriculture
Rural Development

July 26, 2012

City of Uniontown
100 Front Street
Uniontown, Alabama 36786

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

Dear Mayor Jamaal Hunter:

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

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

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

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

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

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

4121 Carmichael Road, Suite 601 • Montgomery, AL 36108-3683
Phone: (334) 279-3615 • Fax: (334) 279-3627 • TDD: (334) 279-3495 • Web: <http://www.rurdev.usda.gov/al>

Committed to the future of rural communities.

"USDA is an equal opportunity provider, employer and lender."
To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W.,
Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6 TDD)

008108

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

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

The conditions referred to above are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Restrictions on Lobbying

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

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

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

17. Environmental Requirements -

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

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

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

20. Contract Documents, Final Plans and Specifications -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely yours,

(b) (6)

Ricky N. Dawson
Area Director
USDA, Rural Development

(b) (6)

Attachments

cc: State Director
Ronald W. Davis

Attorney
John M. Gibbs

Engineer
John Stevens, Sentell Engineering, Inc.

Auditor
Lawrence, Hitt & Pugh, LLC

008119

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

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

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

LETTER OF INTENT TO MEET CONDITIONS

Date 07-26-2012

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

321 Depot Street
Camden, Alabama 36726

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 07-26-2012. It is our intent to meet all of them not later than 11-23-2012.

City of Uniontown

(Name of Association)
BY Jamaal Hunter
Jamaal Hunter, Mayor

(Title)

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

From: cityofuniontown@outlook.com
To: [Bowen, Allen - RD, Montgomery, AL](#); [Gordon, Nivory - RD, Camden, AL](#); [Robert White](#); [Prince Chestnut](#); [Jamaal Hunter](#)
Subject: City of Uniontown-Utilities Board Initial Setup Documentation
Date: Monday, April 15, 2019 12:28:01 PM
Attachments: [Utilities Board-Initial Documents.pdf](#)

Allen,

Please find attached the documents that has been presented and signed by the appropriate person(s).

Upon your review and approval, Attorney Chestnut will submit to the Secretary of State's office for processing.

Best,

Emefa

Sent from [Mail](#) for Windows 10

008121

STATE OF ALABAMA

COUNTY OF PERRY

)
)
)

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

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

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

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

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

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

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

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

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

ADOPTED this 1st of April, 2019.

ATTEST:

CITY OF UNIONTOWN

Deborah S. Washington
Clerk

James P. Hunt
Mayor

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

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

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

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

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

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

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

Joyce A. Banks

Christ White Bruno

Clarence Black

Marilyn Miller

Callie Sanders

Jeffrey S. West
REC'D Dec 13, 2022

008124

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

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

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

ADOPTED this 1st of April, 2019.

ATTEST:

CITY OF UNIONTOWN

Myraeth B. Washington
Clerk

Jamun P. Hunt
Mayor

STATE OF ALABAMA

)

COUNTY OF PERRY

)

)

CERTIFICATE OF INCORPORATION

OF

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

KNOW ALL MEN BY THESE PRESENTS:

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

ONE

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

TWO

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

THREE

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

FOUR

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

FIVE

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

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

Joyce A. Banks
Chad R. Brown

Marilyn Miller
Lawrence Black
Callie Sanders

STATE OF ALABAMA

)

COUNTY OF PERRY

)

)

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

Given under my hand and seal of office this 2nd day of April 2019.

Alfreda B. Washington
Notary Public

[Seal]

My commission expires: December 13, 2022

008128

From: [Prince Chestnut](#)
To: igibbs@gibbsandsellers.com; [E. Butler; mike@eosutilityservices.com](mailto:E.Butler@mike@eosutilityservices.com)
Cc: [David Norton; Bowen, Allen - RD. Montgomery, AL; Gordon, Nivory - RD. Camden, AL](#)
Subject: Contract Transfer-Assignment
Date: Monday, February 10, 2020 11:37:00 PM
Attachments: [CONTRACT TRANSFER AGREEMENT.docx](#)

Find the attached contract transfer agreement applicable to the City, the Water and Sewer Board and EOS Utility Service, LLC. This should accompany the other documents necessary to proceed with the transfer.

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

CONTRACT TRANSFER AGREEMENT

THIS AGREEMENT is made the _____ day of _____, 2020.

BETWEEN:

- (1) The City of Uniontown (the 'Assignor');
- (2) The Waterworks and Sewer Board of the City of Uniontown (the 'Assignee'); and
- (3) EOS Utility Service, LLC (the 'Third Party').

WHEREAS:

(A) The Assignor and the Third Party have entered into an agreement dated _____, 20____ (the 'Agreement').

(B) With the consent of the Third Party, the Assignor wishes to assign all its rights and obligations under the Agreement to the Assignee.

NOW THIS AGREEMENT WITNESSES as follows:

1. The Assignor warrants and represents that the Agreement is in full force and effect and is fully assignable.
2. The Assignor hereby assigns its rights under the Agreement to the Assignee and the Assignee hereby assumes and agrees to perform all the remaining and executory obligations of the Assignor under the Agreement and agrees to indemnify and hold the Assignor harmless from any claim or demand resulting from non-performance or defective performance by the Assignee.
3. The Assignee shall be entitled to all monies to be paid by customers for water and sewer services, which rights are also assigned hereunder.
4. The Assignor warrants that the Agreement has not been modified and that the terms contained therein remain in force. The Assignor further agrees to indemnify the Assignee and hold the Assignee harmless from any claim or demand resulting from non-performance or defective performance by the Assignor prior to the date hereof.
5. The Assignor further warrants that it has full right and authority to transfer the Agreement and that the Agreement rights herein transferred are free of lien, encumbrance or adverse claim.
6. The Third Party agrees to the assignment of the Agreement upon the terms stated herein and agrees further that as regards any future non-performance or defective performance Third Party shall have recourse only against the Assignee or but without prejudice to his right of recourse against the Assignor in respect of any non-performance or defective performance, whenever the same may occur.

IN WITNESS OF WHICH the parties have executed this agreement the day and year first above written,

008130

ATTEST:

CITY OF UNIONTOWN

City Clerk

By: _____
Its Mayor

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

By: _____
Clarence Black, Chairman

ATTESTED: _____
Marilyn Miller, Secretary

EOS Utility Service, LLC

By: _____
Mike Walraven, Managing Member

008131

From: [Lawrence, William](#)
To: [Bowen, Allen - RD, Montgomery, AL](#); mike@eosutilityservices.com
Cc: [Robert White](#)
Subject: EOS - Uniontown - Revised Amendment (Extending to March 31, 2020)
Date: Thursday, January 2, 2020 9:19:12 AM
Attachments: [Doc# 42184688 v. 3 EOS Utility Services - City of Uniontown - Amendment to Water and Wastewater Systems Service Agreement.pdf](#)
[EOS - Uniontown - Redline.pdf](#)

Mike and Allen,

Attached are clean and redlined copies of the Amendment, which reflect the change of the expiration date to March 31, 2020.

Do not hesitate to let me know if you need anything else.

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 205-244-5761 • main 205-251-3000
blawrence@burr.com • www.burr.com

360 Attorneys. 19 Offices. 1 Firm. Southeast Strong.

The information contained in this email is intended for the individual or entity above. If you are not the intended recipient, please do not read, copy, use, forward or disclose this communication to others; also, please notify the sender by replying to this message, and then delete this message from your system. Thank you.

From: Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>

Sent: Tuesday, December 31, 2019 11:54 AM

To: mike@eosutilityservices.com

Cc: Robert White <rwhite@alruralwater.com>; Lawrence, William <blawrence@burr.com>

Subject: RE: EOS contract extension and assignment

[EXTERNAL EMAIL]

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

008132

**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: _____

**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~~ 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: mike@eosutilityservices.com <mike@eosutilityservices.com>
Sent: Tuesday, December 31, 2019 11:46 AM
To: Bowen, Allen - RD, Montgomery, AL <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>
Sent: Tuesday, December 31, 2019 9:02 AM
To: 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?

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 <mike@eosutilityservices.com>
Sent: Monday, December 30, 2019 3:08 PM
To: Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>; 'Emefa Butler' <cityofuniontown@outlook.com>; 'Ed Morris' <emorris@sentell.net>; 'Robert White' <rwhite@alruralwater.com>; 'Prince Chestnut' <chestnutlaw@att.net>; mayorhunter@ymail.com
Cc: Gordon, Nivory - RD, Camden, AL <nivory.gordon@usda.gov>; Beeker, Chris - RD, Montgomery, AL <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

008141

From: Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>
Sent: Monday, December 30, 2019 11:21 AM
To: Emea Butler <cityofuniontown@outlook.com>; Ed Morris <emorris@sentell.net>; Robert White <rwhite@alruralwater.com>; Prince Chestnut <chestnutlaw@att.net>; 'mayorhunter@ymail.com' <mayorhunter@ymail.com>
Cc: Gordon, Nivory - RD, Camden, AL <nivory.gordon@usda.gov>; 'mike@eosutilityservices.com' <Mike@eosutilityservices.com>; Beeker, Chris - RD, Montgomery, AL <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 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

008142

From: [Lawrence, William](#)
To: [Bowen, Allen - RD, Montgomery, AL](#)
Cc: mike@eosutilityservices.com; [Given, Robert](#)
Subject: EOS Utility Services - City of Uniontown - Amendment to Water and Wastewater Systems Service Agreement
Date: Tuesday, December 17, 2019 10:17:12 AM
Attachments: [Doc# - 42184688 - v. 2 EOS Utility Services - City of Uniontown - Amendment to Water and Wastewater Systems Service Agreement.pdf](#)

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.

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 205-244-5761 • main 205-251-3000
blawrence@burr.com • www.burr.com

360 Attorneys. 19 Offices. 1 Firm. Southeast Strong.

The information contained in this email is intended for the individual or entity above. If you are not the intended recipient, please do not read, copy, use, forward or disclose this communication to others; also, please notify the sender by replying to this message, and then delete this message from your system. Thank you.

008143

**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: cityofuniontown@outlook.com
To: [Prince Chestnut](#); [John M. Gibbs](#); [Bowen, Allen - RD, Montgomery, AL](#); [\(b\) \(6\) yahoo.com](#)
Subject: Extension Agreement
Date: Wednesday, January 29, 2020 4:26:18 PM
Attachments: [Contract Extension.pdf](#)

Please find attached a copy of the executed contract extension between the City of Uniontown and EOS.

Best,

Emefa

008148

**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 UT

(b) (6)

By:

Name:

Title:

Mike Klatavsky
Operations Manager 1/29/2020

CITY OF UNIONTOWN, ALABAMA

By:

Name:

Title:

Jamuel Hunter
Jamal Hunter
Mayor

From: [Robert White](#)
To: [Bowen, Allen - RD, Montgomery, AL](#)
Subject: FW: By-Laws
Date: Friday, November 1, 2019 3:47:59 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image001.png](#)
[Uniontown Water & Sewer-BYLAWS.pdf](#)

Allen,

Sorry for the delay. Please find attached the updated by-laws that were approved at the October Meeting, but the minutes of that meeting will not be approved until the Nov meeting.

Let me know if you need anything else.

Thanks!



Rob White IV

Executive Director

T: (334) 396-5511 | M: (b) (6)

E: rwhite@alruralwater.com | www.alruralwater.com

2576 Bell Road | Montgomery, AL 36117



From: Prince Chestnut <chestnutlawfirm@gmail.com>

Sent: Friday, November 1, 2019 2:19 PM

To: Robert White <rwhite@alruralwater.com>

Subject: Re: By-Laws

Updated bylaws attached.

On Fri, Nov 1, 2019 at 12:25 PM Robert White <rwhite@alruralwater.com> wrote:

Please disregard the last message. I forgot that the board just altered their compensation. That copy and any attachments are what I'll need if you have them handy.

Thanks!

Rob White IV

008153

**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.



Executive Director

T: (334) 396-5511 | M: (b) (6)

E: rwhite@alruralwater.com | www.alruralwater.com

2576 Bell Road | Montgomery, AL 36117



From: cityofuniontown@outlook.com
To: Jamaal Hunter; Prince Chestnut; Mike-EOS; Bowen, Allen - RD, Montgomery, AL; John M. Gibbs
Subject: FW: EOS - Uniontown - Revised Amendment (Extending to March 31, 2020)
Date: Friday, January 24, 2020 3:38:22 PM
Attachments: [48922A74973E45ACA00136FAF9D0E787.png](#)
[5EE53B9C912C4A5B93F1B0179119F81D.png](#)
[Doc# 42184688 v 3 EOS Utility Services - City of Uniontown - Amendment to Water and Wastewater Systems Service Agreement.pdf](#)

Good Evening,

After speaking with Allen (USDA), attached is the agreement to be signed by City of Uniontown and EOS.
I have printed for Mayor's signature and will forward to EOS for original signature. After such, Attorney Chestnut's office will draft the assignment letter and present for signature.

Please let me know if the steps and/or document is not in good order.

Best,

Emefa

Sent from [Mail](#) for Windows 10

From: cityofuniontown@outlook.com
Sent: Monday, January 6, 2020 3:42 PM
To: [Prince Chestnut](#); [E Butler](#)
Subject: FW: EOS - Uniontown - Revised Amendment (Extending to March 31, 2020)

Sent from [Mail](#) for Windows 10

From: mike@eosutilityservices.com <mike@eosutilityservices.com>
Sent: Monday, January 6, 2020 3:35:14 PM
To: 'Emefa Butler' <cityofuniontown@outlook.com>
Subject: FW: EOS - Uniontown - Revised Amendment (Extending to March 31, 2020)

This should have Bill Lawrence contact information.

From: Lawrence, William <blawrence@burr.com>
Sent: Thursday, January 2, 2020 8:18 AM
To: Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>; mike@eosutilityservices.com
Cc: Robert White <rwhite@alruralwater.com>
Subject: EOS - Uniontown - Revised Amendment (Extending to March 31, 2020)

Mike and Allen,

Attached are clean and redlined copies of the Amendment, which reflect the change of the expiration date to March 31, 2020.

Do not hesitate to let me know if you need anything else.

Regards,
Bill

008159

**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: _____



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 205-244-5761 • main 205-251-3000
blawrence@burr.com • www.burr.com

360 Attorneys. 19 Offices. 1 Firm. Southeast Strong.

The information contained in this email is intended for the individual or entity above. If you are not the intended recipient, please do not read, copy, use, forward or disclose this communication to others; also, please notify the sender by replying to this message, and then delete this message from your system. Thank you.

From: Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>

Sent: Tuesday, December 31, 2019 11:54 AM

To: mike@eosutilityservices.com

Cc: Robert White <rwhite@alruralwater.com>; Lawrence, William <blawrence@burr.com>

Subject: RE: EOS contract extension and assignment

[EXTERNAL EMAIL]

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 <mike@eosutilityservices.com>

Sent: Tuesday, December 31, 2019 11:46 AM

To: Bowen, Allen - RD, Montgomery, AL <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>

Sent: Tuesday, December 31, 2019 9:02 AM

To: mike@eosutilityservices.com

Subject: RE: EOS contract extension and assignment

008164

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?

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 <mike@eosutilityservices.com>
Sent: Monday, December 30, 2019 3:08 PM
To: Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>; 'Emefa Butler' <cityofuniontown@outlook.com>; 'Ed Morris' <emorris@sentell.net>; 'Robert White' <rwhite@alruralwater.com>; 'Prince Chestnut' <chestnutlaw@att.net>; mayorhunter@ymail.com
Cc: Gordon, Nivory - RD, Camden, AL <nivory.gordon@usda.gov>; Beeker, Chris - RD, Montgomery, AL <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>
Sent: Monday, December 30, 2019 11:21 AM
To: Emefa Butler <cityofuniontown@outlook.com>; Ed Morris <emorris@sentell.net>; Robert White <rwhite@alruralwater.com>; Prince Chestnut <chestnutlaw@att.net>; 'mayorhunter@ymail.com' <mayorhunter@ymail.com>
Cc: Gordon, Nivory - RD, Camden, AL <nivory.gordon@usda.gov>; 'mike@eosutilityservices.com' <mike@eosutilityservices.com>; Beeker, Chris - RD, Montgomery, AL <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 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

008165

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

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.

008166

From: cityofuniontown@outlook.com
To: (b) (6) yahoo.com; (b) (6) @bellsouth.net; (b) (6) @yahoo.com; Bowen, Allen - RD, Montgomery, AL
Subject: FW: EOS contract extension and assignment
Date: Monday, December 30, 2019 1:56:01 PM
Attachments: EOS Utility Services - City of Uniontown - Amendment to Water and Wastewater Systems Service Agreement (002).pdf

No Board members were included so I have added the board members with email address on the attached for their review and action.

Emefa

Sent from [Mail](#) for Windows 10

From: [Bowen, Allen - RD, Montgomery, AL](#)
Sent: Monday, December 30, 2019 11:21 AM
To: [Emefa Butler](#); [Ed Morris](#); [Robert White](#); [Prince Chestnut](#); ['mayorhunter@ymail.com'](mailto:mayorhunter@ymail.com)
Cc: [Gordon, Nivory - RD, Camden, AL](#); ['mike@eosutilityservices.com'](mailto:mike@eosutilityservices.com); [Beeker, Chris - RD, Montgomery, AL](#)
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 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

008167

**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: _____

heard from you before them.

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

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.

008172

From: [Ed Morris](#)
To: [Bowen, Allen - RD, Montgomery, AL](#)
Subject: FW: GHBH Power Point
Date: Wednesday, October 30, 2019 10:01:56 AM
Attachments: [GHBH KCEL-KDTS0#1.pptx](#)

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:siteconsulting@att.net]
Sent: Wednesday, October 30, 2019 8:47 AM
To: Ed Morris <emorris@sentell.net>
Subject: GHBH Power Point

Ed

Attached power point from GHBH.

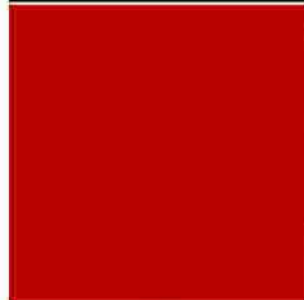
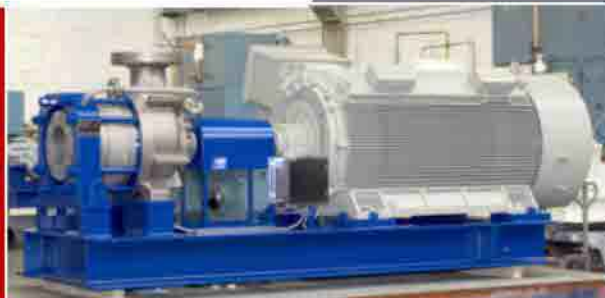
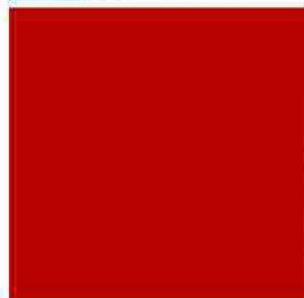
Let me know if you received it.

Bob



Virus-free: www.avg.com

008173





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.

008179



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 91130204MA087NDC6N

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大路西侧港欣街南侧
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23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 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: 1210-02390870

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 港支行 中国银行股份有限公司唐山市支行

账号 191630017977



008181



Corporate Registration

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

<http://tzxm.heb.gov.cn/tzxmwweb/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、高压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	58000㎡
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
适用产业政策项目类型	鼓励类	适用产业政策项目	
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	薛建		
法人联系电话	00852-94255666	法人联系手机	13811224811
项目负责人	彭百凌		



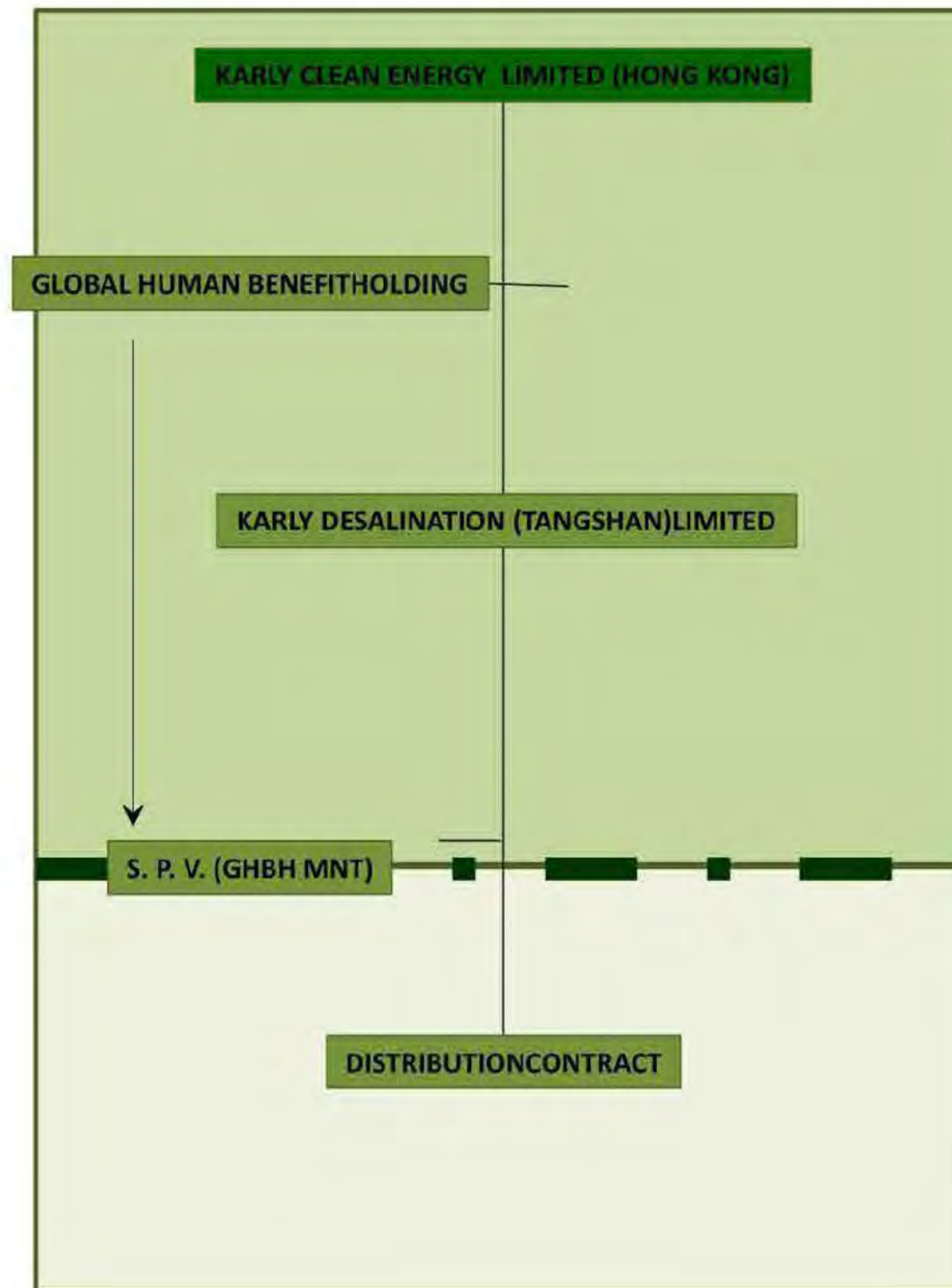
THIS PAGE INTENTIONALLY BLANK



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 ThyssenKrupp 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.

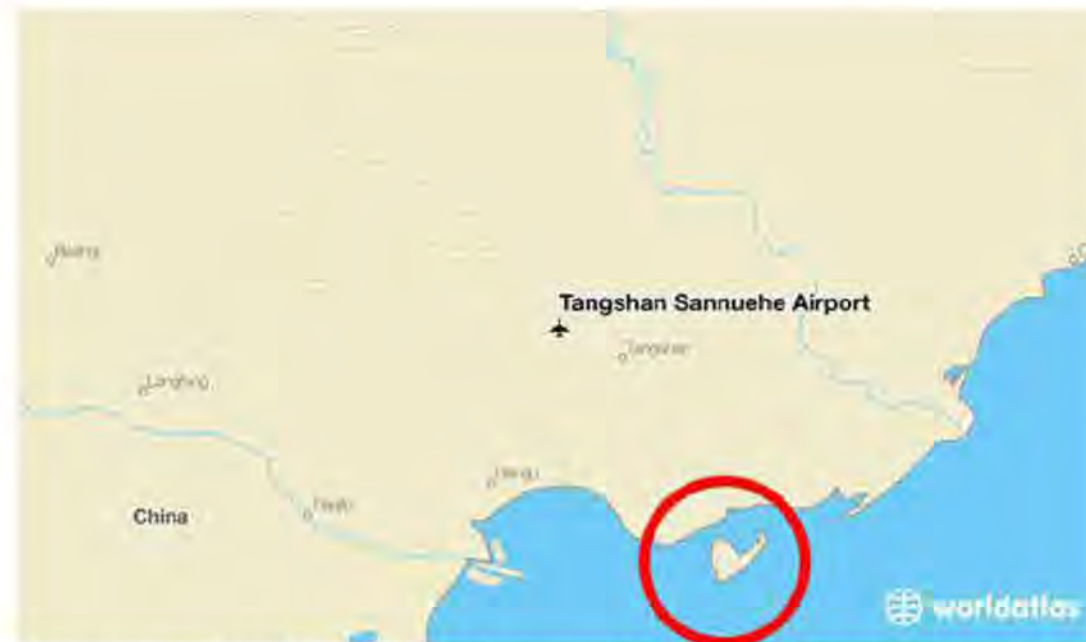
EXISTING PORT INFRASTRUCTURE CAPABILITIES Tangshan Port, is one of two ports in the development zone and is one of the seven ports in northern China for the import of coal and iron ore. In 2013 cargo throughput exceeded 200 million tons, with the types of cargo handled including coal, cement, steel, 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, liquified 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.

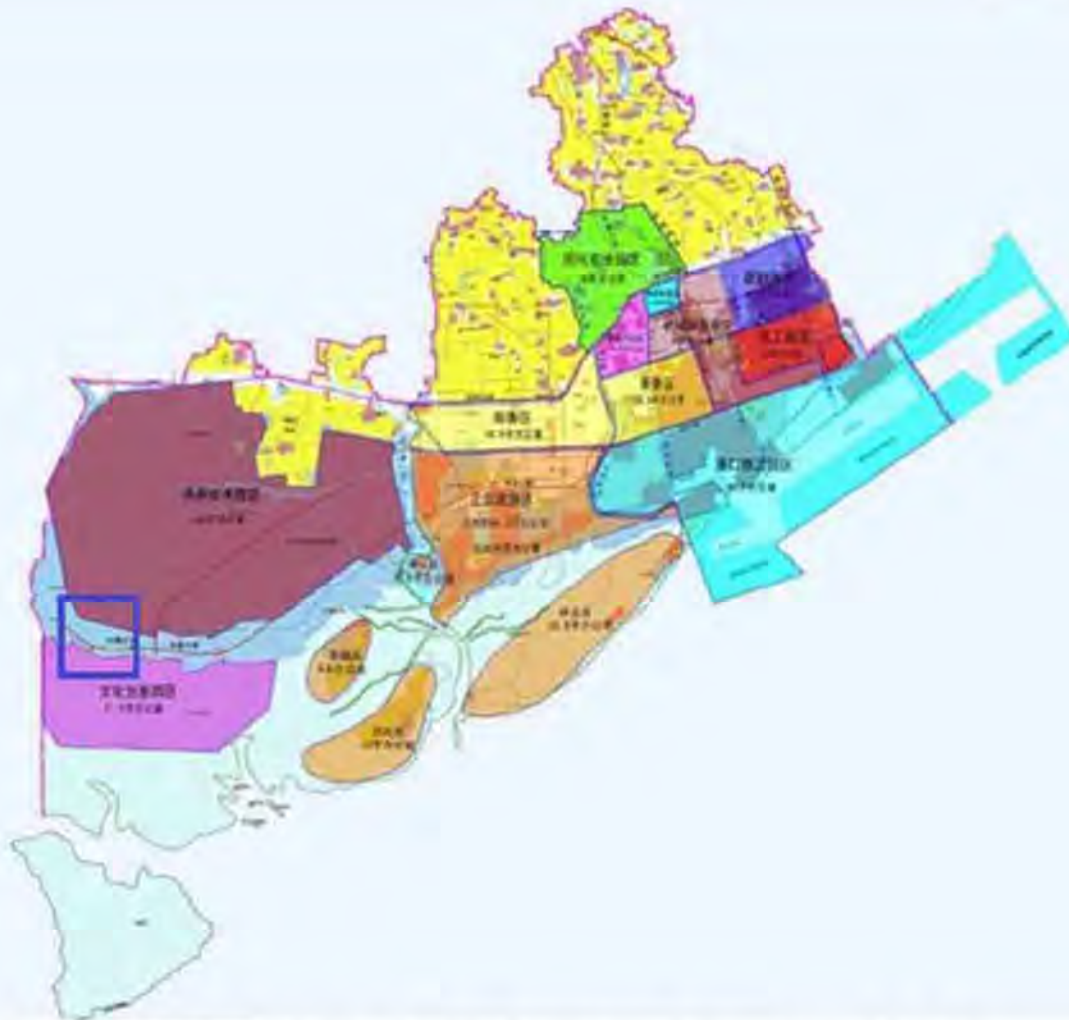


Project Location, Hebei Tangshan Harbor Economic Development Zone



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 be 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
December 20, 2016 Party B: Hong Kong Karly Clean Energy Limited
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 #1 Stage #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		
Water Production Revenue		
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
Water Processing		
m3/day	Markup	Daily Sales
30,000	\$ 3.33	\$ 99,900
	¥ 22.97	¥ 689,110
RMB Exchange Rate		¥ 6.898
Annual Water Sale Revenue		
Gross Water Sale Gains	\$ 32,967,000	
	¥ 227,406,366	
Contract Years		10
RMB		¥ 2,274,063,660
Annual Gross Gain Shareholder Value Water Only		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		



Financial Summary

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

Project Financial Summary with Revenue Overview for the first year				USD to RMB			Project Financial Summary with Expenditure Overview			
				¥	6.898					
KDTS Project Current Registered Capital (Booking)		\$	100,000,000	Land and Upgrade cost per Mu						
		¥	689,800,000							
Cash Capital Required for Phase#1 Stage1 and Stage2 plus 20% deposit on Phase#2		\$	21,000,000	666.66 m2/Mu						
		¥	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							

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

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	\$	66,439,255.15
Base Revenue and Investment less the Base output cost and purchases not including land plans and site upgrade		\$	6,257,520
		¥	43,164,371



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	1st year cost		
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

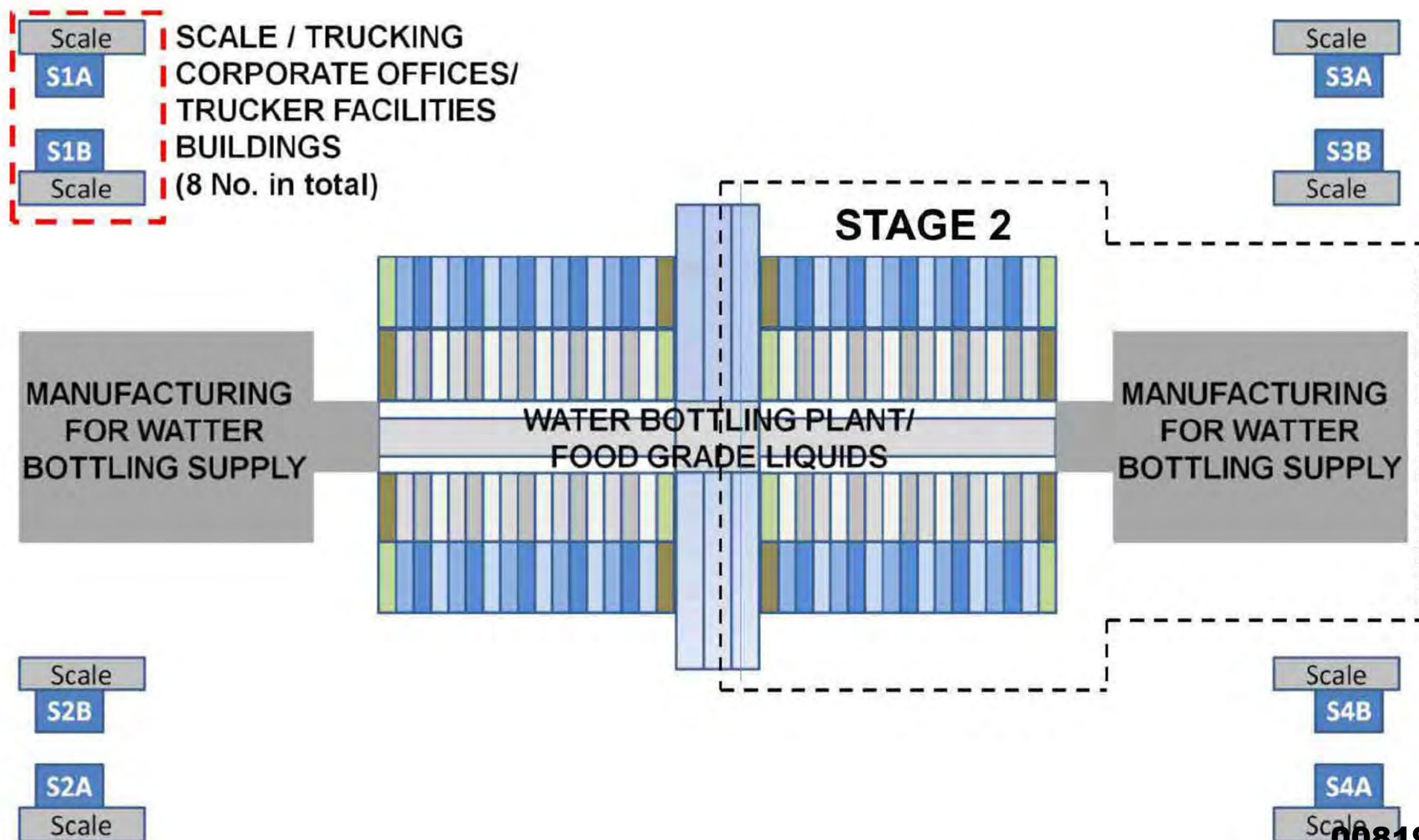
008197



Investment Development Package

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

Total Site Facilities Layout PlanPhase





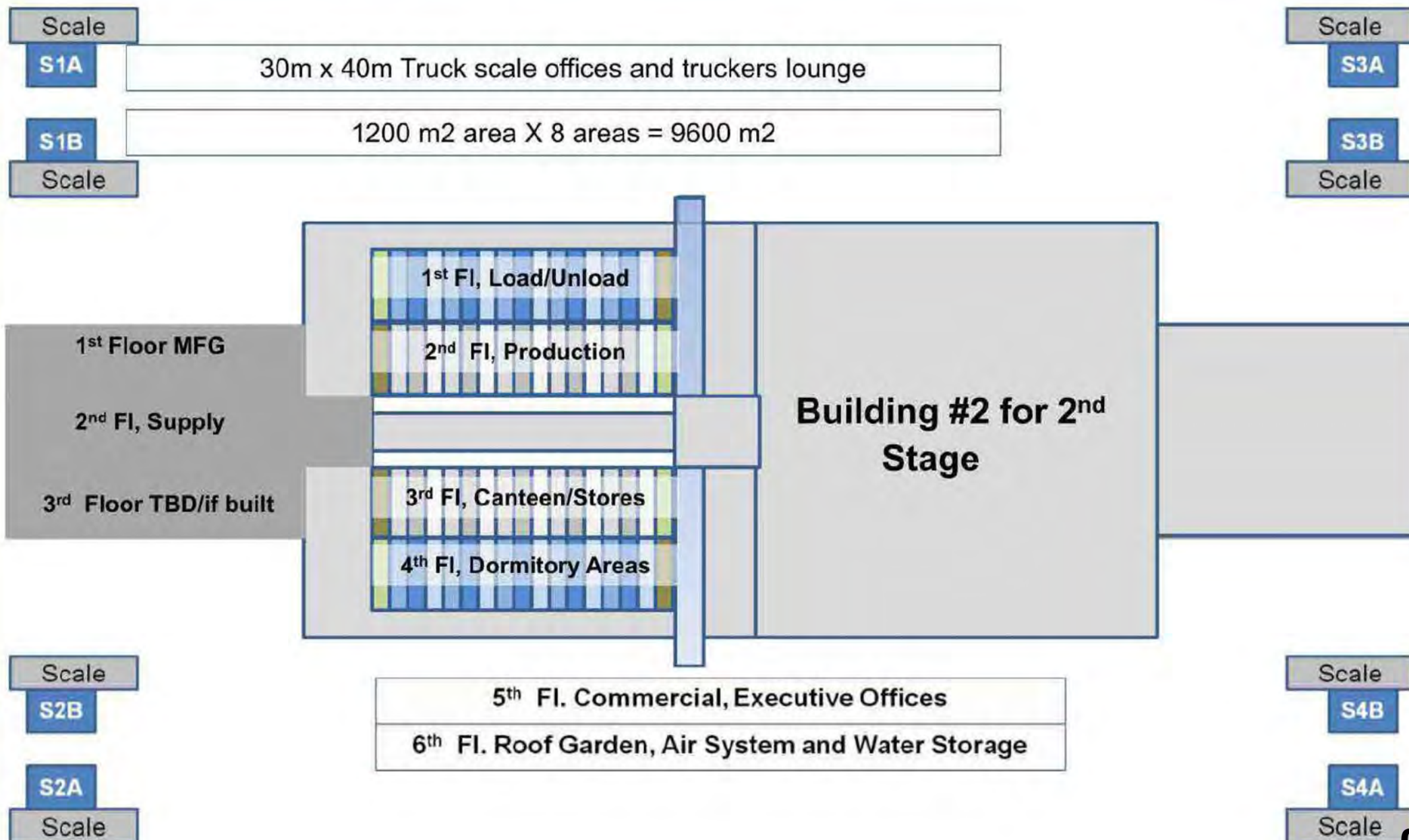
Investment Development Package: Phase 1

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





Investment Development Package: Phase 1

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

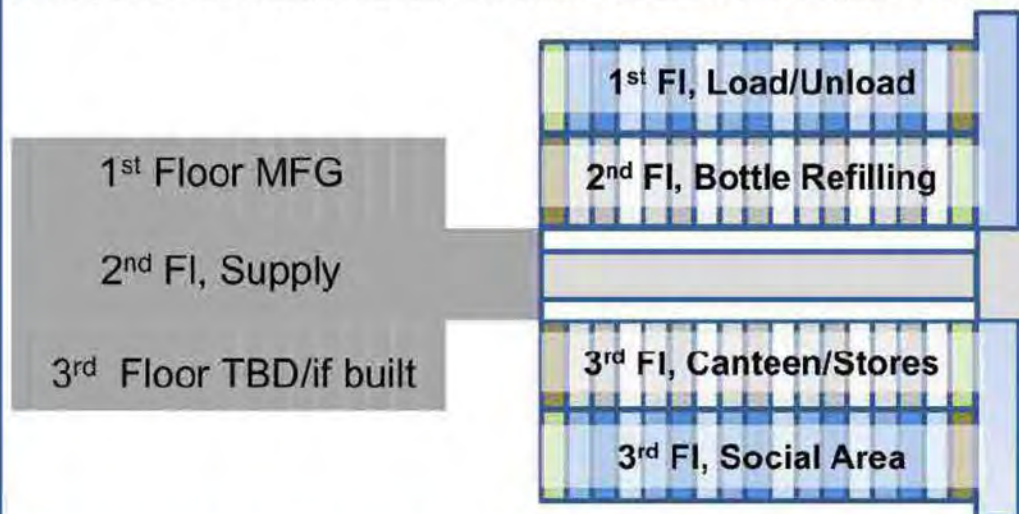


SECTIONAL ELEVATION:
WAREHOUSE N.T.S

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

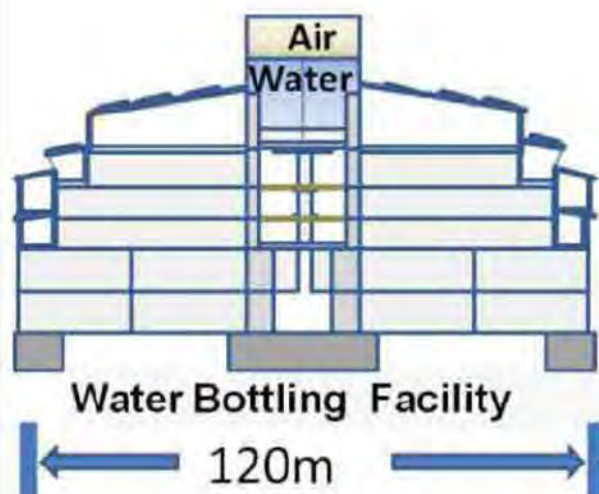
GHBH Presents **KARLY DESALINATION (TANGSHAN) LIMITED**

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

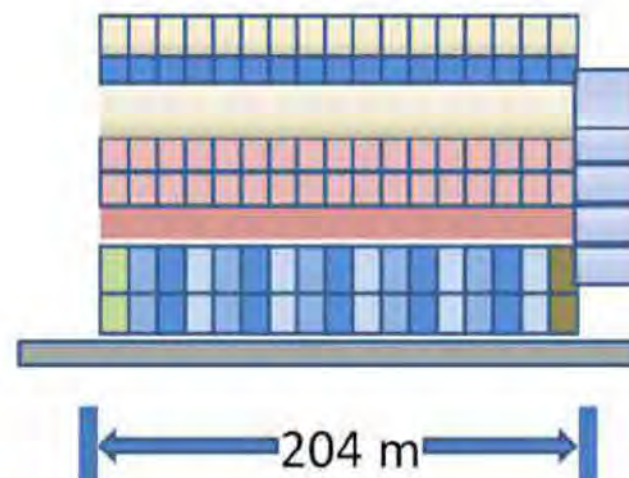
Water Storage System: At the top of the building we added water storage systems for food grade water. In addition we will install standard wash water and emergency.

1st 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.

1st 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.

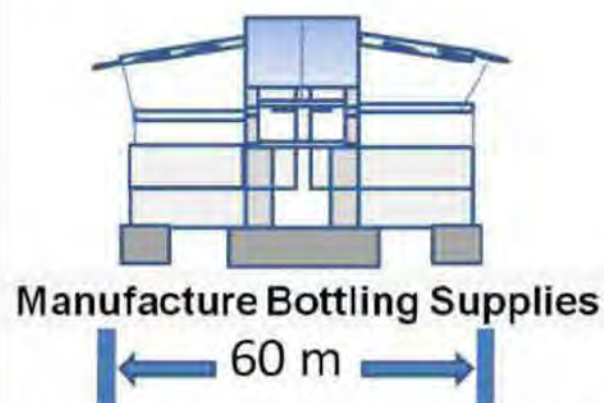


WATER BOTTLING BUILDING N.T.S.

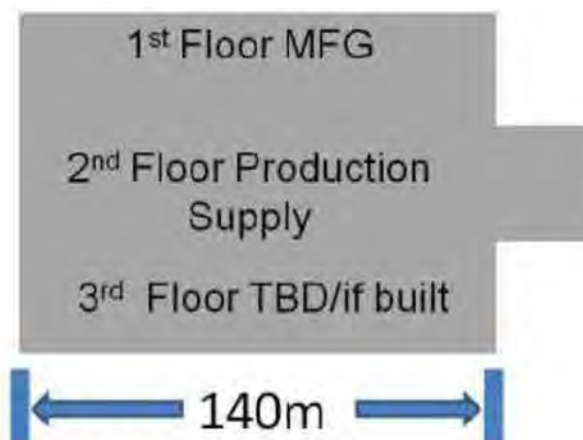


Water Bottling Base
floor area 24,480 m²

**Water
Buyer
Building**
floor area
32,800 m²



BOTTLE MANUFACTURING BUILDING N.T.S.



Manufacture area Base
floor area 8400 m²

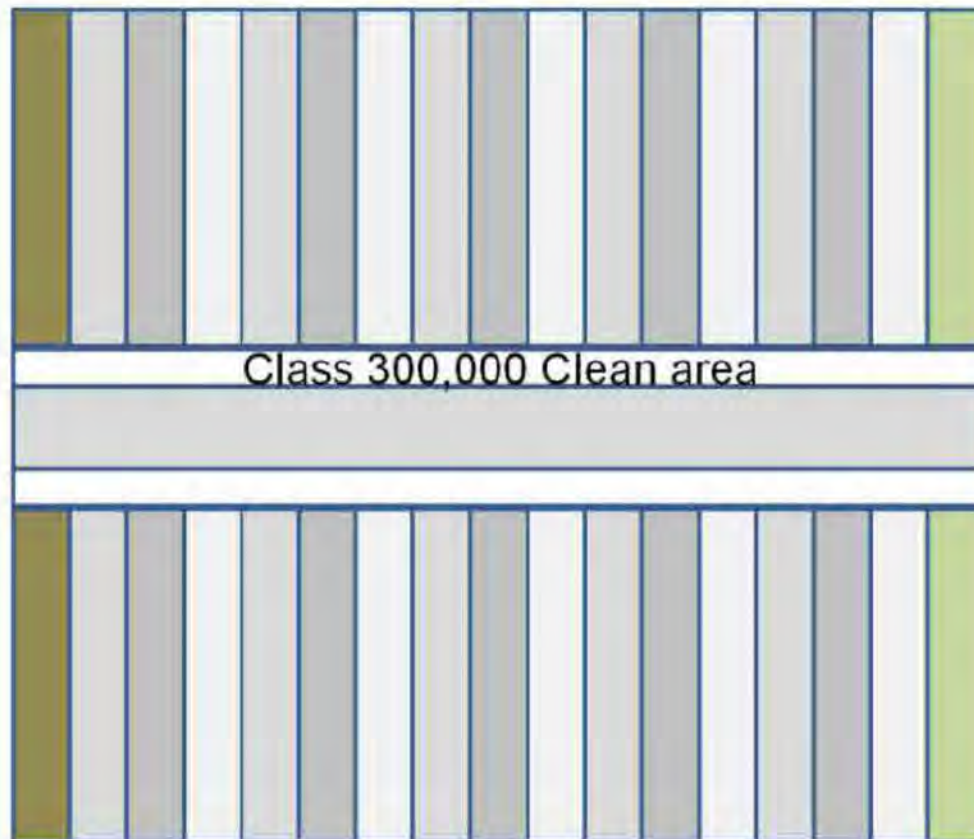
Manufacture Bottles & Supplies:
All three floors will be designed for heavy vibration and heat variations for the bottles, caps and handles with injection molding and stamping machines.



Investment Development Package: Phase 1

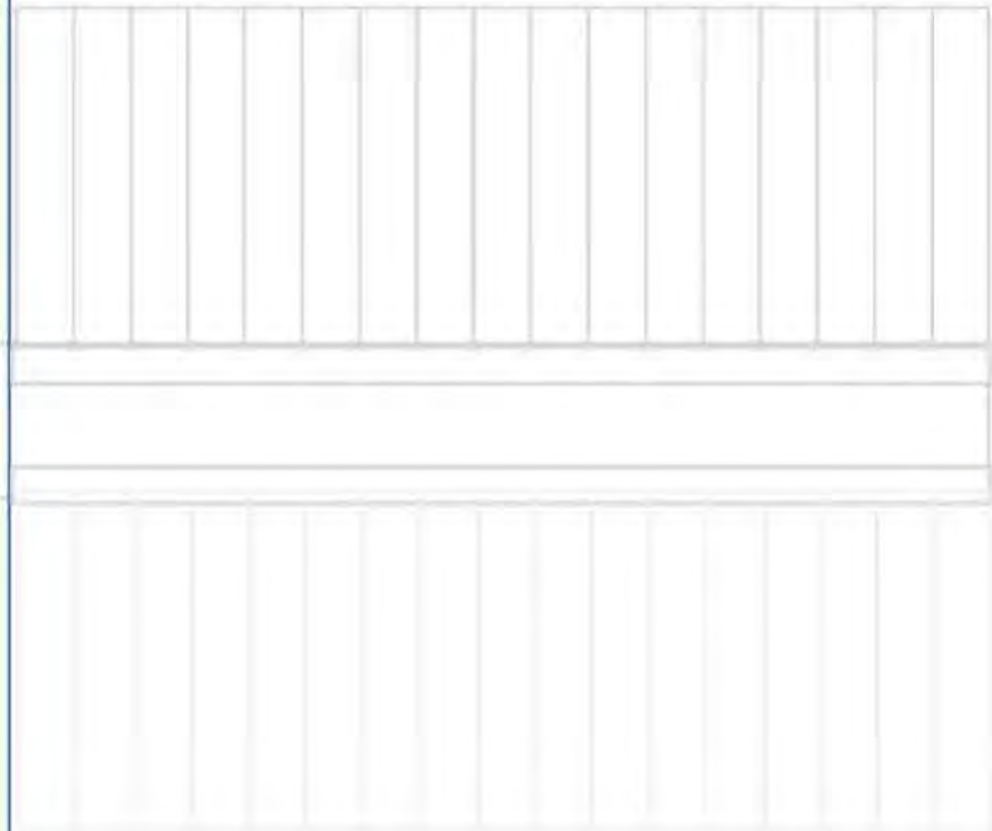
GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED

Each Bay on the Main Floor consist of 12 meters wide from center to center and 50 meters long. "600 m²" per bay per floor.



Main production lines
1st fl 600, 2nd fl, 600 4th fl 600
Including Shared space = 2160 m² /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



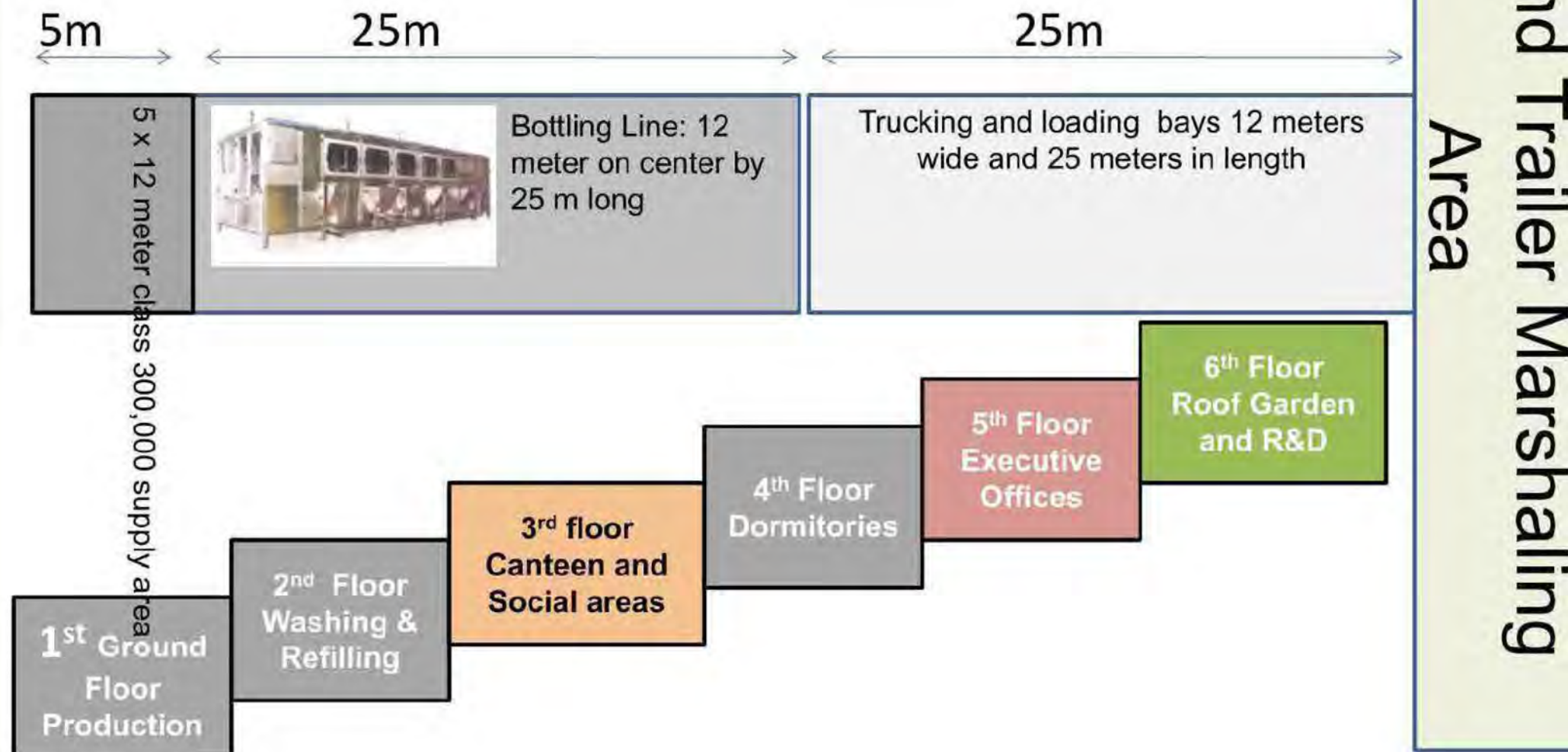


Investment Development Package: Phase 1

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.





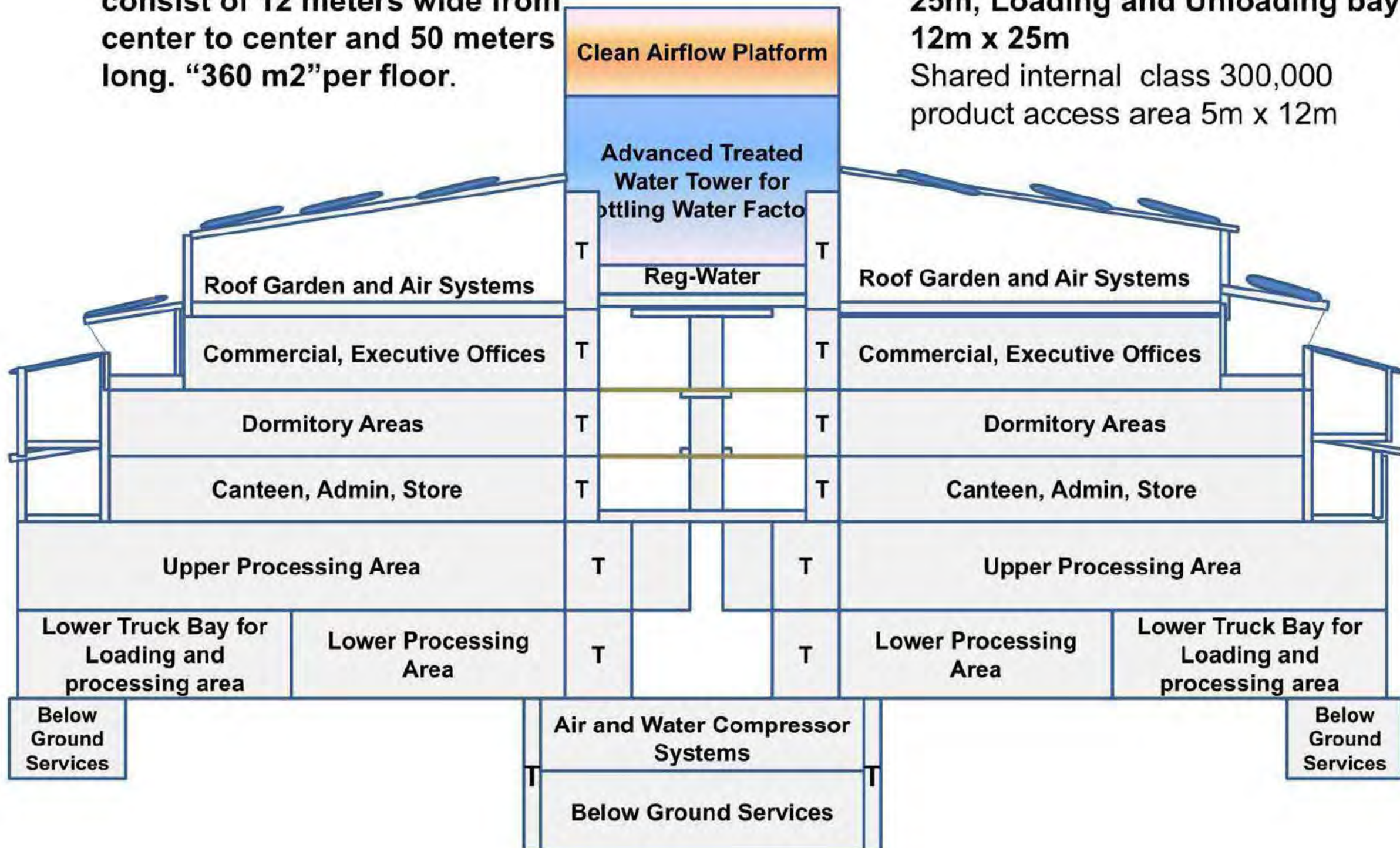
Investment Development Package: Phase 1

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 m²" 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



008204

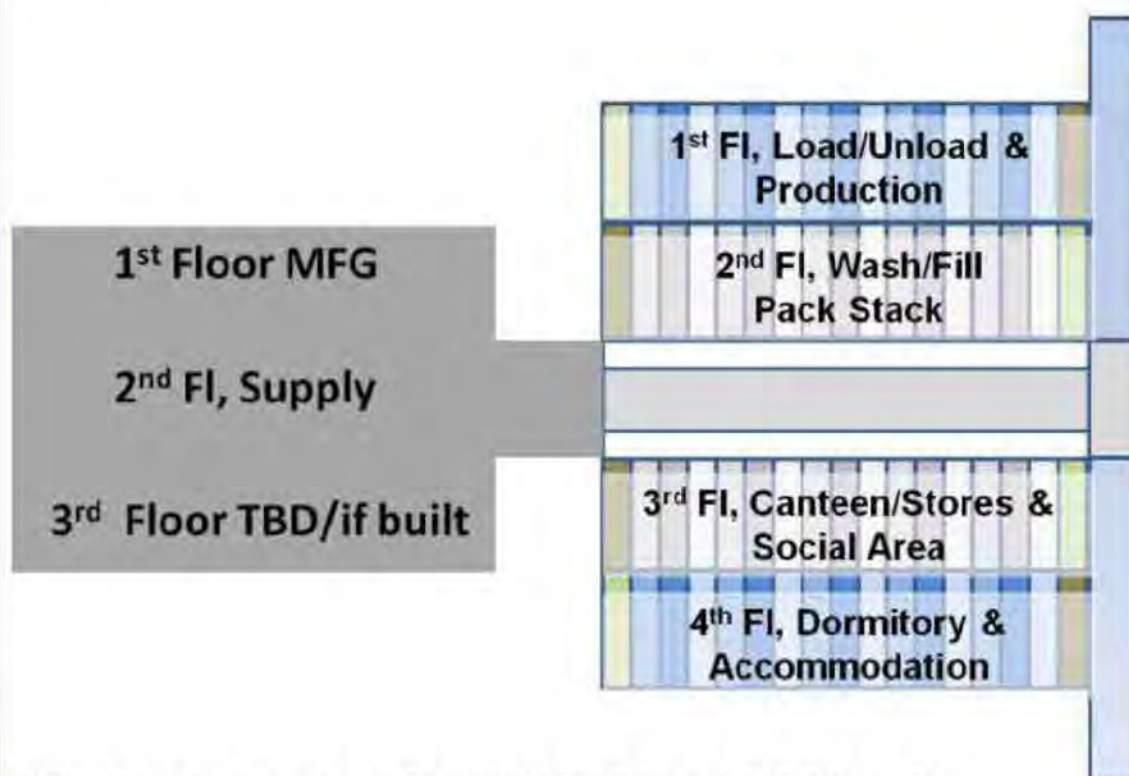


Investment Development Package: Phase 1

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 m²

Water Bottling area 2 units X140 *60 = 16,800 m²

Covered Truck Areas with storage above 4 X140 *20 = 11,200 m² (+ roof garden)

Total Main Building area 44,800 m² Footprint

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

008205



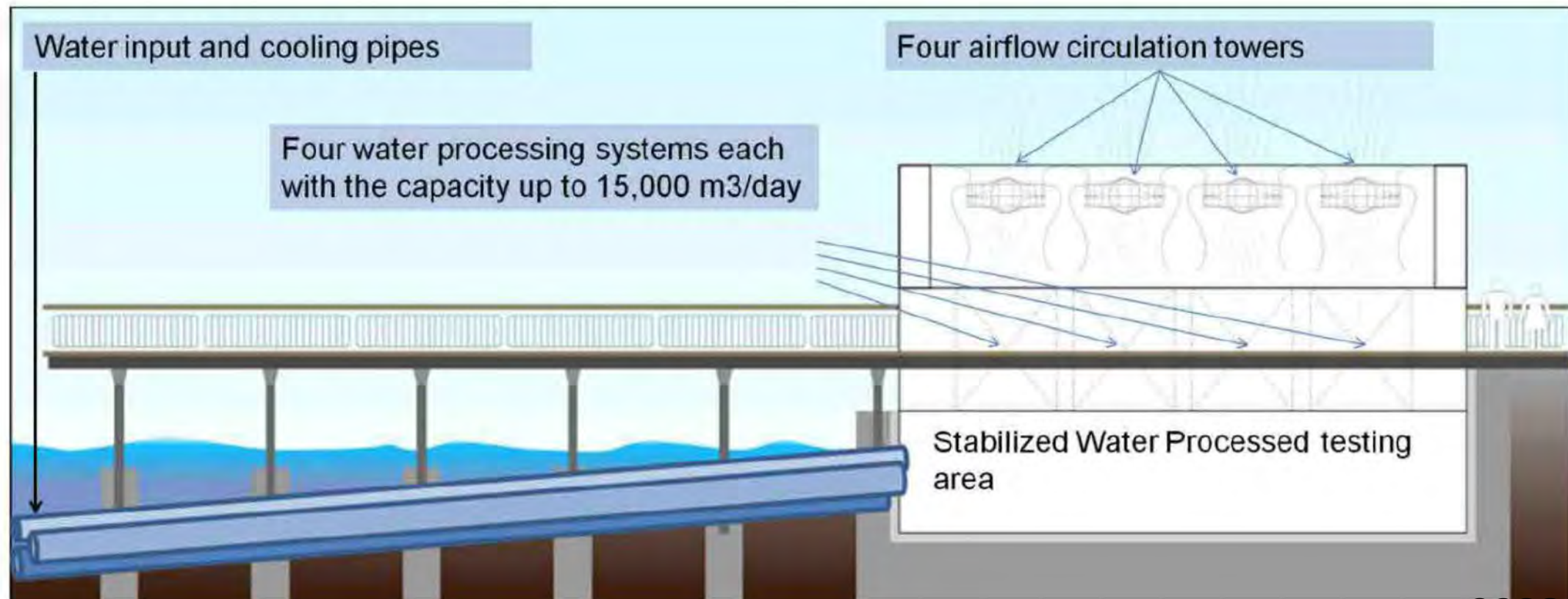
Investment Development Package: Phase 1

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.





THIS PAGE INTENTIONALLY BLANK



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 m³/day



PHASE # TWO

Desalination, Water
100,000 m³/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



Project Location Within THEDZ

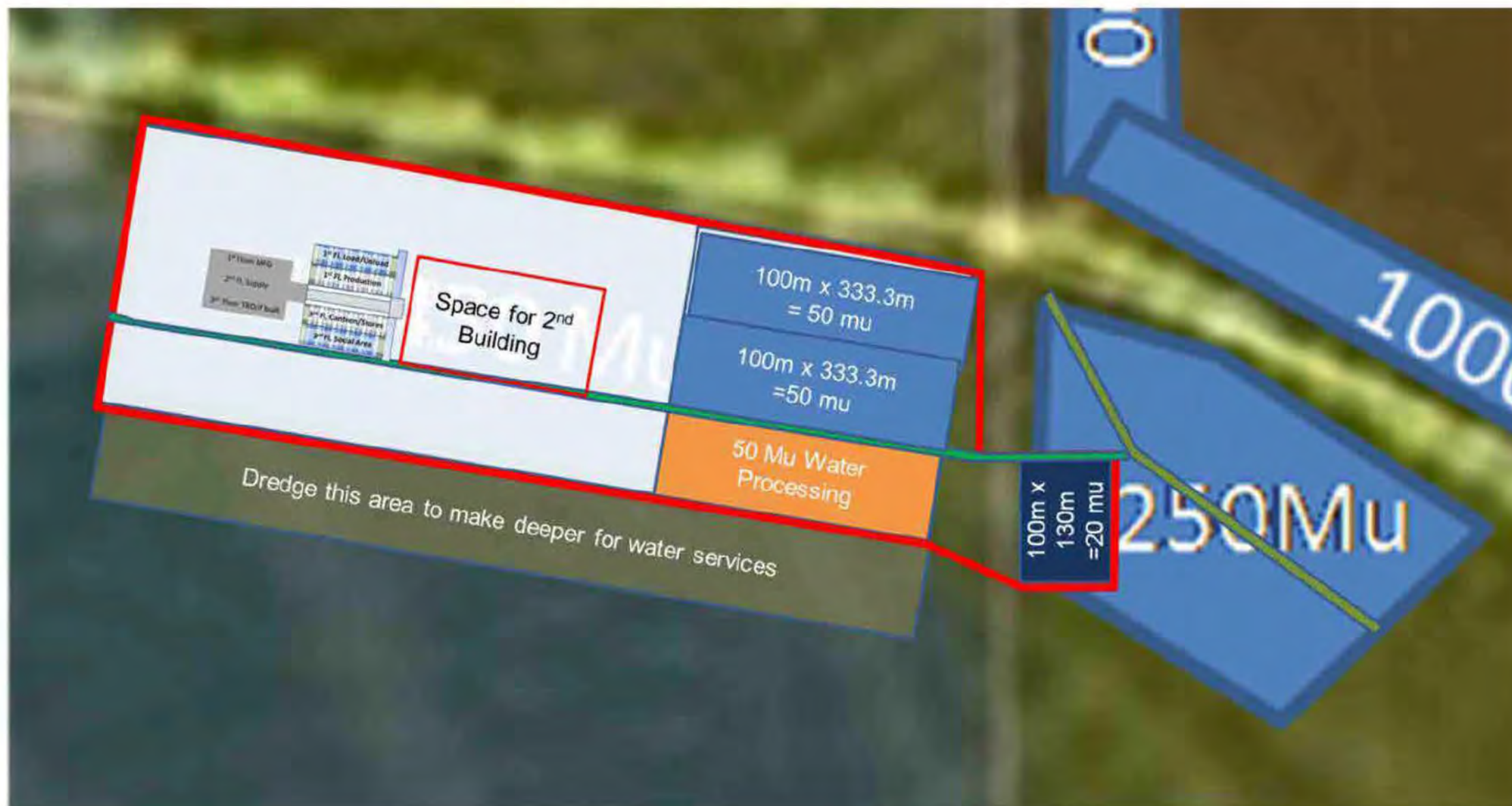
GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED





Site Development Plan: Phase 1

GHBH Presents KARLY DESALINATION (TANGSHAN) LIMITED





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: [Robert White](#)
To: [Bowen, Allen - RD, Montgomery, AL](#)
Subject: FW: (b) (4) Lease Proposal
Date: Tuesday, October 1, 2019 10:49:26 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
Letter of advice (b) (4) Lease Proposal-Sept 27 2019.pdf



Rob White IV

Executive Director • Alabama Rural Water Association

mobile: (b) (6) • phone: (334) 396-5511

email: rwhite@alruralwater.com

2576 Bell Road
Montgomery, AL 36117

www.alruralwater.com



The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

From: E Butler (b) (6) @gmail.com>
Sent: Friday, September 27, 2019 2:47 PM
To: (b) (6) yahoo.com; (b) (6) @yahoo.com; Robert White <rwhite@alruralwater.com>
Subject: Fwd: (b) (4) Lease Proposal

Sent from my iPhone

Begin forwarded message:

From: Prince Chestnut <chestnutlawfirm@gmail.com>
Date: September 27, 2019 at 12:31:47 PM CDT
To: (b) (6) @gmail.com
Subject: (b) (4) Lease Proposal

See the attached for For the Board of Directors.

008213

CHESTNUT LAW

ATTORNEY AND COUNSELOR AT LAW

801 ALABAMA AVENUE, SUITE 240, SELMA, ALABAMA 36701

MAILING ADDRESS

Post Office Box 628
Selma, Alabama 36702

Prince D. Chestnut

Phone: (334) 875-7779

Fax: (334) 875-7767

Email: chestnutlaw@att.net

September 27, 2019

VIA EMAIL

Board of Directors for The Waterworks
and Sewer Board of the City of Uniontown

RE: Lease Agreement proposal with (b) (4)

Dear Board:

The (b) (4) lease agreement proposal has been examined by me. There are a few issues that I would like to point out to you. First, it is not in the best interest of the Board to agree to a liquidated damages clause if there is no spelling out of exactly what constitutes a default. The provision at issue specifically reads: "LIQUIDATED DAMAGES: In the event Tenant defaults on this agreement, Tenant agrees to pay Landlord six months' rent as liquidated damages."

I did not see a definition for default nor did I see if the Board has any way to correct or cure an issue that could lead to default. Normally, a party gets an opportunity to correct a default such as a failure to pay, where interest may be tacked on as a penalty as long as it is paid within 30 days or whatever number of days that may be allowed under the lease. Some acts leading to the Landlord calling for default are so major that there may be no cure and the lease may call for automatic imposition of breach with no opportunity to cure. Proof of the act itself and the Landlord availing itself of the default provision written in the lease would actually end the lease; thus, requiring the Tenant to pay the liquidated damages.

My recommendation is to either delete the said provision or add an entire provision on default and the Landlord's or Tenant's options thereunder.

008214

My other recommendation appears in the highlighted portion of the "Costs of Improvements" section as I have amended below, which will now read:

(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, Landlord is allowed to remove any equipment, fixed to or placed therein, located on the said property as long as the property will continue to be in compliance with local, state and federal law after the removal. In this case, the said removed equipment will be returned to Tenant. All major interior renovations must first be approved by Landlord. Major renovations include, but are not limited to, the following: moving walls, replacement of ceiling, replacement of flooring, or interior painting. This lease will be voidable at the option of the Tenant if Landlord unreasonably withholds or refuses to approve a renovation that is required in order for the property to be brought in compliance with local, state or federal law.

If these changes are made, the lease will be fine and reasonable for both sides.

Sincerely,

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

Prince D. Chestnut, Esq.

From: [LeFleur, Lance R](#)
To: [Bowen, Allen - RD, Montgomery, AL](#)
Subject: FW: Re: Uniontown - BWRK and BBC Request for Intervention
Date: Wednesday, June 5, 2019 10:19:13 AM
Attachments: [2019.04.19 ADEM's Objection to Intervention \(ADEM v. Uniontown. CV2019-900021\).pdf](#)
[2019.04.11 Motion to Intervene by BWRK et al....\(ADEM v Uniontown & BWRK et al. v Uniontown\).pdf](#)
[2019.04.11 Complaint in Intervention \(ADEM v Uniontown & BWRK et al. v Uniontown\).pdf](#)
[2019.04.11 Proposed Order Granting Motion to Intervene \(ADEM v Uniontown & BWRK et al. v Uniontown\).pdf](#)

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>
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
www.adem.alabama.gov

This electronic message transmission contains information from the Office of General Counsel for the Alabama Department of Environmental Management which may be confidential or privileged. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this transmission in error, please notify us by telephone (334) 271-7855 or by electronic mail immediately.

008217



AlaFile E-Notice

53-CV-2012-900021.00

Judge: HON. MARVIN W. WIGGINS

To: CARRIE TOMPKINS BLANTON
carrie.blanton@adem.alabama.gov

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF PERRY COUNTY, ALABAMA

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT V. CITY OF UNIONTOWN, A
53-CV-2012-900021.00

The following matter was FILED on 4/19/2019 3:40:36 PM

C001 ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
RESPONSE TO MOTION TO INTERVENE
[Filer: BLANTON CARRIE AMANDA TOM]

Notice Date: 4/19/2019 3:40:36 PM

MIA JACOBS-TURNER
CIRCUIT COURT CLERK
PERRY COUNTY, ALABAMA
P.O. BOX 505
MARION, AL, 36756

334-683-6106
mia.turner@alacourt.gov

008218



IN THE CIRCUIT COURT OF PERRY COUNTY, ALABAMA

THE ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT,

Plaintiff,

v.

THE CITY OF UNIONTOWN, ALABAMA,

Defendant.

CIVIL ACTION NO.
53-CV-2012-900021.00

OBJECTION TO INTERVENTION

ADEM objects to the Motion to Intervene by Black Warrior Riverkeeper, Inc. (“Riverkeeper”) and Black Belt Citizens Fighting for Health and Justice (“BBC”) as untimely, and respectfully requests this Court DENY the Motion.

1. Rule 24 of the Alabama Rules of Civil Procedure mandates that an application for intervention be timely. Timeliness is assessed with regard to length of time during which the would-be intervenor *knew or reasonably should have known of interest in the case*. *Putman Const. & Realty Co. v. Byrd*, 632 So. 2d 961, 968 (Ala. 1992) (emphasis added). A determination of whether a motion to intervene is timely is within the sound discretion of the trial court. *Duncan v. First Nat’l Bank of Jasper*, 573 So. 2d 270, 274 (Ala. 1990).

2. ADEM’s complaint in the current action was filed March 30, 2012, *over seven years ago*.

3. Riverkeeper and BBC knew of this litigation during its pendency as evidenced by numerous communications with ADEM concerning the Uniontown Lagoon and Sprayfield prior to and since 2012. In fact, counsel for Riverkeeper and BBC along with several associational members attended a hearing for this case at the Circuit Court of Perry County on August 17, 2015, and declined to seek intervention at that time.

4. As a result of that August 2015 hearing, this Court entered a final order (“Order”) in this matter on November 20, 2015. The Court ordered, adjudged, and decreed that ADEM’s application for an injunction was granted, and that Uniontown was enjoined from causing or allowing unpermitted discharges. The Court also recognized the public health hazard that would be created by immediate cessation of sewer services by Uniontown, and ordered a stay of the injunction during which time Uniontown was required to submit to ADEM an Engineering Report assessing alternatives to achieve compliance with the Alabama Water Pollution Control Act and its Permit and to implement the resulting Compliance Plan. The Order required Uniontown to maintain its systems “by any and all practical means to minimize any unpermitted discharges” and to “notify the public of any unpermitted discharges [...] in accordance with Permit requirements.”

5. As our Supreme Court has stated, “motions for intervention after judgment have not been favored.” *Duncan v. First Nat’l Bank of Jasper*, 573 So. 2d 270, 275 (Ala. 1990). *See also Ala. Dep’t of Env’tl. Mgmt. v. James*, 745 So. 2d 276, 279 (Ala. Civ. App. 1999) (trial court’s denial of motion by county to intervene “can be *clearly* upheld on the basis that the motion was untimely” where motion was filed after trial court entered judgment and county knew of litigation long before entry of judgment, *regardless* of whether county was a necessary and indispensable party) (emphasis added).

6. This Court’s Order, rendered and entered over *three years* ago, constituted a final judgment in this matter because it conclusively determined all issues before the Court, leaving nothing to be done apart from its enforcement. *See Wyers v. Keenon*, 762 So.2d 353, 355 (Ala. 1999) (“A judgment that declares the rights of the parties and settles the equities is final even though the trial court envisions further proceedings to effectuate the judgment.”).

7. Allowing intervention after a final judgment will both prejudice the rights of existing Parties to this litigation and substantially interfere with the orderly processes of the Court.

8. In fact, the remedies sought by Riverkeeper and BBC in their Motion to Intervene have been previously adjudicated - in the affirmative, no less - by this Court in its Order.¹ The untimely request to intervene is nothing more than a request to "sit at the table" now that Uniontown has potentially secured funding. Granting their request threatens to disrupt the rights of the existing Parties as settled by this Court's Order.

9. However, denying the untimely request to intervene certainly does not prevent Riverkeeper and BBC from "[contributing] to a discussion of the appropriate remediation of Uniontown's system²" nor will it prevent them from providing input from their "retained [...] professional geologist" from "[ensuring] that the important issues raised [...] are considered in developing and implementing a lasting and effective solution."³ Uniontown would have probably welcomed support from Riverkeeper and BBC during its struggle to secure funding years ago; one can speculate the City would be open to support/gratis services that might now be volunteered.

10. As noted by Riverkeeper and BBC, the U.S. Department of Agriculture ("USDA") has made available a grant to Uniontown. The USDA, not ADEM or this Court, is the entity with the authority to control and impose conditions on the use of the grant money. Any discussion Riverkeeper and BBC want to have regarding the terms and conditions of the use of that grant money should be directed toward the USDA.⁴

WHEREFORE, the Riverkeeper and BBC's untimely request for intervention is due to be DENIED.

¹ See Complaint in Intervention ¶¶ C-H.

² See Complaint in Intervention ¶ B.

³ See Complaint in Intervention ¶ 81.

⁴ USDA has previously held a meeting with stakeholders on November 16, 2018, and has pledged to continue to create opportunities for productive stakeholder engagement.

DONE this 19th day of April, 2019.

Respectfully submitted,

/s/Carrie T. Blanton

Carrie T. Blanton (TOM024)
Associate General Counsel
Alabama Department of
Environmental Management

ADDRESS OF COUNSEL:
ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
P.O. BOX 301463
MONTGOMERY, AL 36130-1463
(334) 271-7855 (OFFICE)
Carrie.blanton@adem.alabama.gov

CERTIFICATE OF SERVICE

I, Carrie T. Blanton, hereby certify that I have served a copy of the foregoing "Objection to Intervention" with the Clerk of Court using the AlaFile system which will provide notice to all counsel of record and/or service will be perfected upon the following by sending a copy of the same through the U.S. Mail, postage prepaid and addressed as follows:

John M. Gibbs
Attorney for the City of Uniontown
Gibbs & Sellers, PC
108 North Walnut Street
Post Office Box 1276
Demopolis, AL 36732
jgibbs@bellsouth.net

Eva L. Dillard (DIL017)
Attorney for Intervenors
Black Warrior Riverkeeper, Inc.
712 37th Street South
Birmingham, AL 35222-3206
(205) 458-0095 Office
(205) 458-0094 Facsimile
edillard@blackwarriorriver.org

DONE this 19th day of April, 2019.

/s/Carrie T. Blanton

Carrie T. Blanton (TOM024)
Associate General Counsel
Alabama Department of
Environmental Management

008222



AlaFile E-Notice

53-CV-2012-900021.00

Judge: HON. MARVIN W. WIGGINS

To: PATTY REBECCA EMILY
REP@adem.alabama.gov

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF PERRY COUNTY, ALABAMA

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT V. CITY OF UNIONTOWN, A
53-CV-2012-900021.00

The following matter was FILED on 4/11/2019 5:04:20 PM

ZI BLACK WARRIOR RIVERKEEPER & BLACK BELT CITIZENS

MOTION TO INTERVENE

[Filer: DILLARD EVA LOVELACE]

Notice Date: 4/11/2019 5:04:20 PM

MIA JACOBS-TURNER
CIRCUIT COURT CLERK
PERRY COUNTY, ALABAMA
P.O. BOX 505
MARION, AL, 36756

334-683-6106
mia.turner@alacourt.gov

008223



ELECTRONICALLY FILED
4/11/2019 5:03 PM
53-CV-2012-900021.00
CIRCUIT COURT OF
PERRY COUNTY, ALABAMA
MIA JACOBS-TURNER, CLERK

STATE OF ALABAMA

Revised 3/5/08

Cas

Unified Judicial System

53-PERRY

☐ District Court ☒ Circuit Court

CV2

ALABAMA DEPARTMENT OF ENVIRONMENTAL
MANAGEMENT V. CITY OF UNIONTOWN, A

CIVIL MOTION COVER SHEET

Name of Filing Party: ZI - BLACK WARRIOR RIVERKEEPER &
BLACK BELT CITIZENS

Name, Address, and Telephone No. of Attorney or Party. If Not Represented.

EVA LOVELACE DILLARD
710 37TH STREET SOUTH
BIRMINGHAM, AL 35222

Attorney Bar No.: DIL017

☐ Oral Arguments Requested
TYPE OF MOTION**Motions Requiring Fee**

- ☐ Default Judgment (\$50.00)
Joinder in Other Party's Dispositive Motion
(i.e. Summary Judgment, Judgment on the Pleadings,
or other Dispositive Motion not pursuant to Rule 12(b))
(\$50.00)
- ☐ Judgment on the Pleadings (\$50.00)
- ☐ Motion to Dismiss, or in the Alternative
Summary Judgment (\$50.00)
- Renewed Dispositive Motion (Summary
Judgment, Judgment on the Pleadings, or other
Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)
- ☐ Summary Judgment pursuant to Rule 56 (\$50.00)
- ☒ Motion to Intervene (\$297.00)
- ☐ Other _____
pursuant to Rule _____ (\$50.00)

*Motion fees are enumerated in §12-19-71(a). Fees
pursuant to Local Act are not included. Please contact the
Clerk of the Court regarding applicable local fees.

☐ Local Court Costs \$ 0

Motions Not Requiring Fee

- ☐ Add Party
- ☐ Amend
- ☐ Change of Venue/Transfer
- ☐ Compel
- ☐ Consolidation
- ☐ Continue
- ☐ Deposition
- ☐ Designate a Mediator
- ☐ Judgment as a Matter of Law (during Trial)
- ☐ Disburse Funds
- ☐ Extension of Time
- ☐ In Limine
- ☐ Joinder
- ☐ More Definite Statement
- ☐ Motion to Dismiss pursuant to Rule 12(b)
- ☐ New Trial
- ☐ Objection of Exemptions Claimed
- ☐ Pendente Lite
- ☐ Plaintiff's Motion to Dismiss
- ☐ Preliminary Injunction
- ☐ Protective Order
- ☐ Quash
- ☐ Release from Stay of Execution
- ☐ Sanctions
- ☐ Sever
- ☐ Special Practice in Alabama
- ☐ Stay
- ☐ Strike
- ☐ Supplement to Pending Motion
- ☐ Vacate or Modify
- ☐ Withdraw
- ☐ Other _____
pursuant to Rule _____ (Subject to Filing Fee)

Check here if you have filed or are filing contemporaneously
with this motion an Affidavit of Substantial Hardship or if you
are filing on behalf of an agency or department of the State,
county, or municipal government. (Pursuant to §6-5-1 Code
of Alabama (1975), governmental entities are exempt from
prepayment of filing fees) ☐

Date:
4/11/2019 4:22:40 PM

Signature of Attorney or Party
/s/ EVA LOVELACE DILLARD

*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.
**Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fees.

008224

IN THE CIRCUIT COURT OF
PERRY COUNTY, ALABAMA

THE ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT,

Plaintiff,

v.

)
)
)
)
)
)
) Civil Action No. 2012- 900021.00

THE CITY OF UNIONTOWN,

Defendant.

BLACK WARRIOR RIVER-
KEEPER, INC., and
BLACK BELT CITIZENS FIGHTING
FOR HEALTH AND JUSTICE,

Intervenors,

V.

THE CITY OF UNIONTOWN,

Defendant.

**MOTION TO INTERVENE
BY BLACK WARRIOR RIVERKEEPER, INC.
AND BLACK BELT CITIZENS FIGHTING FOR
HEATH AND JUSTICE**

COME NOW Intervenors Black Warrior Riverkeeper, Inc. (“Riverkeeper”) and Black Belt Citizens Fighting for Health and Justice (“BBC”) (collectively “Intervenors”), by counsel, and file this Motion to Intervene pursuant to Ala. R. Civ. P. 24(a). In support thereof, Intervenors state as follows:

008225

1. Ala. Code §§ 22-22A-5(18)(b) and 22-22A-5(19) confer an unconditional right to intervene on any person having an interest which is or may be adversely affected by an action. *See Black Warrior Riverkeeper, Inc. v. East Walker County Sewer Auth.*, 979 So.2d 69 (Ala. Civ. App. 2007). Intervenor and their members are persons within the meaning of Ala. Code § 22-22A-5(18)(b): they demonstrate an interest that is or may be adversely affected by the City of Uniontown's ongoing unlawful discharges from the Uniontown Lagoon ("Lagoon"), the Uniontown sewage collection system, and Sprayfield #1 where Uniontown land applies its treated wastewater.

3. Intervenor's members live, work and recreate in, on or near, or otherwise use and enjoy, or attempt to use and enjoy, Cottonwood Creek and Freetown Creek downstream from the Uniontown Lagoon, its collection system and Sprayfield # 1 in the past, and they intend to do so in the future. They have a direct and beneficial interest in the continued protection, preservation, and enhancement of the environmental, aesthetic, and recreational values in these tributaries. The quality of these waters directly affects the recreational, aesthetic, and environmental interests of Intervenor's members. The recreational, aesthetic, and environmental interests of certain of Intervenor's members have been, are being, and will be adversely affected by Uniontown's continued unlawful discharges at the lagoon, collection system and Sprayfield #1 as alleged in the ADEM Petition for Finding of Contempt (Doc. 2) and the attached Complaint in Intervention.

4. The violations alleged herein have had a detrimental impact on those Intervenor's members' interests because the violations have adversely affected and/or diminished aquatic life in tributaries of Cottonwood and Freetown Creeks and have made the waters less suitable for swimming, fishing, agriculture, wading, walking, observing nature, or relaxing. These members

would recreate more in and around Cottonwood and Freetown Creeks if these illegal discharges of pollution ceased.

5. Intervenor's have a substantial interest in stopping Uniontown's alleged unlawful discharges into tributaries of the Black Warrior and Alabama Rivers, which affect the health, recreational and aesthetic values enjoyed by its members. Intervenor's have a substantial interest in protecting the public health of those who use these waters; preserving the value of these waters as a source of recreation and habitat; and promoting the effective enforcement of State environmental laws.

6. Intervenor's attach a proposed Complaint in Intervention hereto.

7. In light of the forgoing Intervenor's respectfully request that the Court

- (a) grant the Motion to Intervene;
- (b) accept for filing the Complaint in Intervention; and
- (c) award Intervenor's such other relief to which it may be entitled.

Respectfully submitted,

s/ Eva L. Dillard

Eva L. Dillard (DIL017)

Attorney for Intervenor's

Black Warrior Riverkeeper, Inc.

712 37th Street South

Birmingham, AL 35222-3206

(205) 458-0095 Office

(205) 458-0094 Facsimile

edillard@blackwarriorriver.org

CERTIFICATE OF SERVICE

I hereby certify that on April 11, 2019 I have electronically filed the foregoing with the Clerk of the Court using the AlaFile system which will send notification of such filing to all counsel of record.

s/ Eva L. Dillard



AlaFile E-Notice

53-CV-2012-900021.00

Judge: HON. MARVIN W. WIGGINS

To: PATTY REBECCA EMILY
REP@adem.alabama.gov

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF PERRY COUNTY, ALABAMA

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT V. CITY OF UNIONTOWN, A
53-CV-2012-900021.00

The following matter was FILED on 4/11/2019 5:04:20 PM

ZI BLACK WARRIOR RIVERKEEPER & BLACK BELT CITIZENS

MOTION TO INTERVENE

[Filer: DILLARD EVA LOVELACE]

Notice Date: 4/11/2019 5:04:20 PM

MIA JACOBS-TURNER
CIRCUIT COURT CLERK
PERRY COUNTY, ALABAMA
P.O. BOX 505
MARION, AL, 36756

334-683-6106
mia.turner@alacourt.gov

008229



ELECTRONICALLY FILED
4/11/2019 5:03 PM
53-CV-2012-900021.00
CIRCUIT COURT OF
PERRY COUNTY, ALABAMA
MIA JACOBS-TURNER, CLERK

STATE OF ALABAMA

Revised 3/5/08

Cas

Unified Judicial System

53-PERRY

☐ District Court ☒ Circuit Court

CV2

ALABAMA DEPARTMENT OF ENVIRONMENTAL
MANAGEMENT V. CITY OF UNIONTOWN, A

CIVIL MOTION COVER SHEET

Name of Filing Party: ZI - BLACK WARRIOR RIVERKEEPER &
BLACK BELT CITIZENS

Name, Address, and Telephone No. of Attorney or Party. If Not Represented.

EVA LOVELACE DILLARD
710 37TH STREET SOUTH
BIRMINGHAM, AL 35222

Attorney Bar No.: DIL017

☐ Oral Arguments Requested
TYPE OF MOTION**Motions Requiring Fee**

- ☐ Default Judgment (\$50.00)
Joinder in Other Party's Dispositive Motion
(i.e. Summary Judgment, Judgment on the Pleadings,
or other Dispositive Motion not pursuant to Rule 12(b))
(\$50.00)
- ☐ Judgment on the Pleadings (\$50.00)
- ☐ Motion to Dismiss, or in the Alternative
Summary Judgment (\$50.00)
- Renewed Dispositive Motion (Summary
Judgment, Judgment on the Pleadings, or other
Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)
- ☐ Summary Judgment pursuant to Rule 56 (\$50.00)
- ☒ Motion to Intervene (\$297.00)
- ☐ Other _____
pursuant to Rule _____ (\$50.00)

*Motion fees are enumerated in §12-19-71(a). Fees
pursuant to Local Act are not included. Please contact the
Clerk of the Court regarding applicable local fees.

☐ Local Court Costs \$ 0

Motions Not Requiring Fee

- ☐ Add Party
- ☐ Amend
- ☐ Change of Venue/Transfer
- ☐ Compel
- ☐ Consolidation
- ☐ Continue
- ☐ Deposition
- ☐ Designate a Mediator
- ☐ Judgment as a Matter of Law (during Trial)
- ☐ Disburse Funds
- ☐ Extension of Time
- ☐ In Limine
- ☐ Joinder
- ☐ More Definite Statement
- ☐ Motion to Dismiss pursuant to Rule 12(b)
- ☐ New Trial
- ☐ Objection of Exemptions Claimed
- ☐ Pendente Lite
- ☐ Plaintiff's Motion to Dismiss
- ☐ Preliminary Injunction
- ☐ Protective Order
- ☐ Quash
- ☐ Release from Stay of Execution
- ☐ Sanctions
- ☐ Sever
- ☐ Special Practice in Alabama
- ☐ Stay
- ☐ Strike
- ☐ Supplement to Pending Motion
- ☐ Vacate or Modify
- ☐ Withdraw
- ☐ Other _____
pursuant to Rule _____ (Subject to Filing Fee)

Check here if you have filed or are filing contemporaneously
with this motion an Affidavit of Substantial Hardship or if you
are filing on behalf of an agency or department of the State,
county, or municipal government. (Pursuant to §6-5-1 Code
of Alabama (1975), governmental entities are exempt from
prepayment of filing fees) ☐

Date:
4/11/2019 4:22:40 PM

Signature of Attorney or Party
/s/ EVA LOVELACE DILLARD

*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.
**Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fees.

008230

IN THE CIRCUIT COURT OF
PERRY COUNTY, ALABAMA

THE ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT,

Plaintiff,

v.

) Civil Action No. 2012- 900021.00

THE CITY OF UNIONTOWN,

Defendant.

BLACK WARRIOR RIVER-
KEEPER, INC., and
BLACK BELT CITIZENS FIGHTING
FOR HEALTH AND JUSTICE

Intervenors,

v.

THE CITY OF UNIONTOWN
AUTHORITY,

Defendant.

COMPLAINT IN INTERVENTION

COME NOW Intervenors Black Warrior Riverkeeper, Inc. (“Riverkeeper”) and Black Belt Citizens Fighting for Health and Justice (“BBC”) (collectively “Intervenors”) and file this Complaint in Intervention as follows.

Nature of the Case

1. This is an action under the Alabama Environmental Management Act (“AEMA”), Ala. Code §§ 22-22A-1 through 22-22A-16, and the Alabama Water Pollution Control Act

008231

(“AWPCA”), Ala. Code §§ 22-22-1 through 22-22-14. This action seeks declaratory and injunctive relief.

Jurisdiction and Venue

2. The Alabama Department of Environmental Management (“ADEM”) previously filed suit (Doc. 2) against the City of Uniontown (“Uniontown”) under Ala. Code §§ 22-22A-5(18) and 22-22A-5(19) in the Circuit Court for Perry County. This court has jurisdiction under Ala. Code §§ 22-22A-5(18) and 22-22A-5(19).

3. Ala. Code §§ 22-22A-5(18)(b) and (c), and 22-22A-5(19) authorize the state Attorney General to bring a civil action, and to seek civil penalties or injunctive relief, for violations of permits issued under the AWPCA for unpermitted discharges of pollutants into waters of the state. Ala. Code §§ 22-22A-4(n) designates ADEM as the state agency responsible for enforcement of water pollution regulations under AWPCA. The Attorney General and ADEM brought this suit under these statutes.

4. The same code provisions also confer the right to intervene as a matter of right in an enforcement action of this type “on any person having an interest which is or may be adversely affected” by the action. Ala. Code §§ 22-22A-5(18) (b) and 22-22A-5(19); *Black Warrior Riverkeeper, Inc. v. East Walker County Sewer Auth.*, 979 So.2d 69 (Ala. Civ. App. 2007). Intervenor status is such persons within the meaning of Ala. Code §§ 22-22A-5(18)(b) and 22-22A-5(19).

5. Venue is appropriate in Perry County pursuant to Ala. Code §22-22A-5 because the acts, omissions, and violations complained of herein primarily occurred in Perry County, Alabama.

Parties

6. Plaintiff ADEM is the state environmental agency responsible for administering the AWPCA.

7. Defendant Uniontown operates the Uniontown Lagoon (“Lagoon”), a municipal wastewater treatment system which discharges pollutants into tributaries of Cottonwood Creek and into Freetown Creek, all of which are waters of the state. The Lagoon is less than 1,000 feet from the Robert C. Hatch High School and less than 2,000 feet from the Uniontown Elementary School.

8. Intervenor Riverkeeper is an Alabama nonprofit membership corporation with over 4,000 members that is dedicated to the preservation, protection and restoration of the Black Warrior River and its tributaries. Riverkeeper actively supports effective implementation and enforcement of environmental laws, including the AWPCA, on behalf of and for the benefit of its members. Uniontown is in the Black Warrior River watershed. Riverkeeper has been granted intervention by the courts in several ADEM enforcement actions in the past, working collaboratively with all parties to reach appropriate engineering and compliance solutions. *See, e.g., ADEM v. the City of Cordova* (Case No. CV-05-760) (Walker County Circuit Court); *State of Alabama ex rel Troy King, Attorney General v. Alabama Department of Corrections* (Case No. CV-05-40) (Jefferson County Circuit Court); *ADEM v. the East Walker Sewer Authority* (Case No. CV-05- 623) (Walker County Circuit Court); *ADEM v. Arab Sewer Board*, (Case No. CV-15- 900301.00 (Marshall County Circuit Court).

9. Intervenor BBC works toward a Uniontown and Black Belt Region where all people will unite to act in love for shared liberty and justice for all. Their officers, members and allies have worked for clean water and working sanitation in Uniontown for over five years. To help

Uniontown achieve clean water, BBC has partnered with different organizations and institutions to document access to water, wastewater failures, and industrial pollution from multiple sources.

10. Certain members of Riverkeeper and BBC live, work, or own property in Uniontown, Alabama. Certain members of Riverkeeper and/or BBC also live, work, or own property on creeks downstream of Uniontown, Alabama. Several unnamed tributaries to Cottonwood Creek begin in the City of Uniontown, before flowing past the Uniontown Lagoon and emptying into Cottonwood Creek. Cottonwood Creek then flows for approximately ten miles before it reaches its confluence with Big Prairie Creek just north of County Road 12 near Prairieville, Alabama. Big Prairie Creek is a tributary of the Black Warrior River.

11. Riverkeeper and BBC members have long been concerned, have complained about and have publicly commented on the operations of the Uniontown Lagoon, specifically the chronic sewage spills and overflows from the collection system, the Lagoon and Sprayfield #1, which pose a serious threat to public health and the environment in Uniontown. These spills and overflows foul the city of Uniontown as well as Cottonwood Creek and its tributaries.

12. Riverkeeper and BBC members have long been concerned, have complained about and have publicly commented on illegal discharges from Uniontown's sprayfield (Sprayfield #1) where the City land-applies treated wastewater from the Lagoon. The objective of any land treatment system (like Sprayfield #1) is that "*all waste infiltrates*" so that "*runoff should be assumed to be zero.*" See ADEM Water Division's *Administrative and Engineering Guidelines Industrial Waste and Land Treatment Facilities* at 5 (emphasis added).¹ Land, not waters of the state, "[serves] as the ultimate receiver of industrial wastes and residues" in a land application system. *Id.* at 1. However, instead of being absorbed by the land, Uniontown's wastewater

¹ Found at <http://www.adem.state.al.us/programs/water/waterforms/LandAppGuidelines.pdf>.

forms a pond on the surface of Sprayfield #1 that chronically overflows into Freetown Creek, a water of the state. These overflows foul Freetown Creek and its tributaries.

13. The condition of the collection system, the Lagoon, and Sprayfield #1 pose a threat to the health of Intervenors' members, livestock, and wildlife, and to water quality and the environment around them.

14. These members are harmed aesthetically and olfactorily by the polluted runoff into area streams and the terrible smell of the sewage overflows. Their quality of life and their livelihoods are affected by this ongoing mess. They worry about the proximity of the collection system and its overflows to areas where they live and work. They worry about the proximity of the Lagoon and its overflows to areas where they live and work, as well as their nearness to Robert C. Hatch High School and Uniontown Elementary School. They also worry about the proximity of Sprayfield #1 and its overflows to areas where they live, work and recreate.

15. These members are concerned about what the wastewater is doing to Cottonwood and Freetown Creeks, as well as their tributaries. They are upset about all the ways the waste harms their community, their quality of life, their health, their livestock, and the environment. The wastewater overflows and runoff have diminished aquatic life in Cottonwood and Freetown creeks, making them less suitable for fishing, agriculture, recreation, wildlife and observing nature. These members would like to see Cottonwood and Freetown creeks protected and cleaned up, so they can be assets for the community and all who use them downstream. These members don't want to live near or be degraded by the filth and pollution that the city's failing collection system, Lagoon, and Sprayfield #1 chronically contribute to the community. The pollution affects their environmental, recreational, business, and aesthetic interests in having a clean and wholesome community to live in, to recreate in, to work in and to enjoy.

Background

16. In 2005, ADEM initiated litigation against Uniontown for violations of the AWPCA. In 2008, ADEM and the City entered into a binding Consent Order in this Court requiring Uniontown to comply with its NPDES Permit, No. AL0063657 (“the Permit”) by 2011. Upon the City’s successive failures to comply with the Permit and the Consent Order, ADEM filed additional orders and petitions, including the Petition Seeking Finding of Contempt which initiated the case at bar.

17. A November 20, 2015 Order (Doc. 64) (“Order”) by the Court in this case notes Uniontown’s “long term noncompliance” with its NPDES permit and state law. That Order enjoins Uniontown “from causing or allowing unpermitted discharges of sewage wastewater to waters of the state.” Doc. 64 at 4. The Order also required Uniontown to submit engineering reports and a compliance plan setting out necessary remedial action to end the unpermitted discharges to waters of the state. *Id.*

18. Despite the nearly three years that have passed since the Order’s entry, Uniontown has not implemented a proper solution to these documented problems nor ended its chronic unpermitted discharges of sewage wastewater to waters of the state around Uniontown.

19. In many respects, conditions appear to be getting worse. A March 20, 2018 ADEM status report in this case (Doc. 77) notes that wastewater continues to drain to Freetown Creek and “[n]ew and additional wastewater treatment lagoon overflows” have released wastewater to Cottonwood Creek. Doc. 77 at 1. “Overflows at [Sprayfield #1] and treatment lagoons *have been chronic issues and appear to be increasing in number, volume and frequency.*” *Id.* (Emphasis added.)

20. On May 23, 2018, this Court entered an Order Granting Additional Injunctive Relief (Doc. 81) based upon an ore tenus application by ADEM.

21. As grounds for the Order, the Court cited:

- “increased and more significant unpermitted discharges of wastewater” at the [Lagoon] and breaches at [Sprayfield #1];
- “significant increase in influent flow to the system,” thereby “[e]xacerbating chronic issues with the wastewater collection and treatment system;”
- “an increased threat to the health and welfare to the citizens of Uniontown and the environment;”

22. A May 25, 2018 letter from ADEM Water Chief Glenda Dean (Exh. 1) underscores the “deteriorating conditions at the wastewater collection, wastewater treatment system and sprayfield” and warns of the risk of “catastrophic failures of the system.”

23. On June 5, 2018, Uniontown filed a Motion to Perform All Necessary Work to Avoid Catastrophic Breaches (Doc. 84) at the collection system, Lagoon and Sprayfield #1. This motion requests extraordinary relief, namely that the Court “enter an order allowing any and all necessary work at the Defendant’s wastewater collection and treatment system, [Lagoon], and [Sprayfield #1]” even if “*the work or plan of action is outside the regulatory restrictions.*” *Id.* at 2 (emphasis added). The Court granted the motion. (Doc. 87).

24. ADEM’s “eFile” electronic reporting system documents that since that time overflows at the Lagoon and Sprayfield #1 have largely been “continuous.” *See, e.g.*, Exh. 2.

25. Uniontown has constructed overflow pipes at both the Lagoon and Sprayfield #1 which appear to discharge constantly. *Id.*

26. The Intervenor is concerned that in the three years that have elapsed since the Court granted an injunction in this matter, neither the Lagoon, the collection system nor Sprayfield #1

have been fixed; instead ADEM and Uniontown appear to agree things are as bad as they have ever been.

27. Despite the time that has elapsed since the entry of the Order, the pleadings in this matter demonstrate that the residents of Uniontown, including Intervenor's members, are subject to a continuous and ongoing threat to their health and welfare, as well as to the environment around them.

Facts

28. This case is presently at a critical juncture. Although little or no improvement in the status quo has occurred at the collection system, Lagoon, or Sprayfield #1 during the pendency of this case, the City has applied for and is working on satisfying all the requirements for a U.S. Department of Agriculture ("USDA") grant to fund a comprehensive fix to the City's wastewater problems. Dennis Pillion, *Ivey Jeopardizing \$30M fix for Uniontown Sewage Problems, Maddox and Jones Say*, Al.Com October 23, 2018.²

29. The grant will make nearly \$30 million available to Uniontown, which according to currently announced plans will allow the City to pump its waste to Demopolis and finally end the chronic pollution from the collection system, the Lagoon and Sprayfield #1.

30. However, Uniontown's Mayor has "expressed concerns whether the rate Demopolis wants for accepting Uniontown's wastewater will be too high of a cost for the citizens of Uniontown to pay based on income levels." Exh. 2. USDA is also "assessing the affordability issue." *Id.*

31. The Intervenor's are similarly concerned whether the proposed fix will be affordable for residents. The median household income in Perry County is \$22,973 and the poverty rate is

² Found at <https://www.al.com/news/2018/10/maddox-jones-ivey-jeopardizing-30m-fix-for-uniontown-sewage-problems.html>.

37.2%. *U. S. Census Bureau Quick Facts 2018*.³ Just as important, however, the Intervenor is concerned about the numerous missteps and miscalculations made by Uniontown in the past trying to remedy the problems at the Lagoon and at Sprayfield #1, which are briefly chronicled below.

32. The Intervenor is also concerned about what, if any, interim steps Uniontown and ADEM can or will take to minimize the pollution to their community during the lengthy time the grant process and any rehabilitation of the Uniontown system will take.

33. Unless granted intervention, Intervenor fears that these missteps and miscalculations will continue, subjecting them to continued increased risks of pollution and adverse effects to their health, welfare and environment.

Sprayfield #2

34. For example, in Fall 2012, ADEM advertised a modification of Uniontown's NPDES permit (AL0063657) to authorize the application of treated wastewater from the Lagoon at a second, new sprayfield ("Sprayfield #2") then under construction with grant funds obtained from the USDA. At the time, Sprayfield #1 was in a state of near constant failure, as it is today.

35. Due to the pervasive problems observed with land application at Sprayfield #1, Riverkeeper submitted a public comment letter November 9, 2012 (Exh. 3) outlining numerous concerns about the proposed permit modification and construction of Sprayfield #2. Chief among these concerns was whether additional land application was even an option, given the failure of Sprayfield #1 and the geology of the area around Uniontown, including proposed Sprayfield #2.

The new sprayfield location is not clearly identified in the draft permit. Will it be located in the same area as Sprayfield #1, or will it be at an alternate location? If

³ Found at <https://www.census.gov/quickfacts/fact/table/perrycountyalabama,US/PST045218>.

the new sprayfield will be at the same location as Sprayfield #1, has percolation testing been performed at this location to ensure the site is adequate for a sprayfield and infiltration to groundwater? Clearly Sprayfield #1 has not been percolating well over the years. Has ADEM determined the cause of this poor percolation? Is the cause too much inflow from the Lagoon and its SID dischargers, oversaturation, or the existence of the wrong soil and strata at the site? The answers to these questions are *essential* to whether a sprayfield should be considered, no less permitted, at this location.

Id. (Emphasis added.)

36. Riverkeeper wanted to ensure that proper geologic testing was performed before approving the construction of Sprayfield #2 because the soil percolation necessary for a sprayfield to properly function is largely impossible in Perry and Marengo Counties. According to soil surveys performed by the USDA, area soils are completely unsuitable for wastewater percolation applications.⁴ The limitations of the soil types found at the site of Sprayfields #1 and #2 are described as follows from USDA's "Soil Survey of Perry County:"

This map unit is poorly suited to most urban uses. It has severe limitations for building sites, local roads and streets, and most kinds of sanitary facilities. The main limitations are the depth to bedrock, the very slow permeability, and the shrink-swell potential.

Id. at 60-61.

37. Despite these identified, documented concerns, ADEM issued the permit modification November 30, 2012 without fully evaluating the reasons for past overflows at Sprayfield #1 or requiring any percolation or geological testing at Sprayfield #2 to determine whether the proposed site could support the land application of wastewater.

⁴ USDA "Soil Survey of Perry County," found at https://www.nrcs.usda.gov/Internet/FSE_MANUSCRIPTS/alabama/AL105/0/Perry.pdf. See also USDA "Soil Survey of Marengo County," found at https://www.nrcs.usda.gov/Internet/FSE_MANUSCRIPTS/alabama/AL091/0/Marengo.pdf.

38. This is so even though ADEM's own land application guidelines set forth a process to determine whether land application is feasible in the first instance so that permittees can avoid "unnecessary expenditures." ADEM Water Division's *Administrative and Engineering Guidelines Industrial Waste and Land Treatment Facilities* at 1. Either a Soil Conservation Service soil map or a soil study would have revealed that the soil at Sprayfield #2 was not suitable for land application. *Id.* at 2. Where, as here, "complex geology" is involved, a geologic and hydrologic study is required if land application is being considered. *Id.* at 3. However, upon information and belief, none of these steps were taken before Sprayfield #2 was designed and constructed.

39. Instead, Uniontown's engineer Sentell Engineering ("Sentell") proceeded with the construction of Sprayfield # 2 without performing studies or tests to determine whether the soil and geology at the site could absorb the wastewater. This is so even though Sentell knows that "Uniontown has poor soil quality" which is why "people can't have septic tanks." *See* Staff, *After Spending Millions on Waste Treatment, Uniontown Goes Back to the Drawing Board*, Selma Times Journal, May 25, 2014.⁵

40. Although construction was completed, Sprayfield #2 was never put in service, in large part because of ADEM's "concerns regarding the ability of the existing and new sprayfields to properly process the wastewater flow, as documented in the Phase I and II hydrologic reports submitted by Uniontown." *See* Exh. 4. Unfortunately, those reports were initiated and written *after* Sentell built Sprayfield #2, and not before as suggested by ADEM's Guidelines.

41. Based upon the budget submitted for the sprayfield project, a conservative estimate for the cost of the (now useless) Sprayfield #2 is \$512,000 (\$348,360 in total construction costs;

⁵ Found at <https://www.selmatimesjournal.com/2014/05/24/after-spending-millions-on-waste-treatment-uniontown-goes-back-to-the-drawing-board/>.

\$130,000 for the land purchase; \$25,000 for a property survey; \$9,500 for permitting). *See* Exh. 5. This estimate does not include a pro rata share of engineering design or inspection fees, which could likely push the estimate higher. *Id.* Had the concerns of the Intervenor been addressed before permitting the sprayfield, a costly mistake and the waste of scarce grant resources could have been prevented.

Direct Discharge to the Black Warrior River

42. With Sprayfield #1 overwhelmed and #2 never put into use, Sentell, on behalf of Uniontown, began to pursue the concept of a direct discharge of wastewater from the Lagoon as a means of treated wastewater disposal. This concept contemplated a pumped discharge via a force main to the Black Warrior River, approximately 22 miles away.

43. Sentell calculated a route for the force main and worked with Uniontown to purchase necessary right-of-way. Exh. 6.

44. An October 9, 2014 letter from ADEM (Exh. 7) states at p. 2 that

the City indicates it is obtaining easements to the BWR with no notification that discharge to the Black Warrior River is the chosen compliance option. Additionally, the City has not submitted any requests to ADEM for anticipated NPDES permit limitations to determine if the existing wastewater treatment system is capable of achieving the anticipated permit limits.

45. As ADEM indicates, notifying the Department of the choice of a compliance option and requesting a waste load allocation for any proposed discharge is the starting point in considering whether such a direct discharge is even feasible. Such an allocation identifies the potential NPDES permit limits for the discharge. The plan for a direct discharge to the Black Warrior was later abandoned, after right-of-way was purchased. After investing both time and money, the City and ADEM determined that a direct discharge to the Black Warrior was not feasible because Uniontown would not be able to

meet projected permit limits. The time and resources invested in a direct discharge to the Black Warrior River represent another costly mistake should have been avoided, but was not. Intervenor want to ensure that any future expenditures of local, state or federal funds are spent wisely.

Wetland Treatment System Option

46. Once the direct discharge to the Black Warrior River was abandoned, Sentell recommended that Uniontown next pursue a wetland treatment system to dispose of its treated wastewater at the site of Sprayfield #1.

47. The entire system was estimated to cost approximately \$15,080,156 according to a Sentell engineering report.

48. Uniontown voted to pursue the wetland treatment system and affirmed that decision, even though three knowledgeable academics trying to assist the community in evaluating options raised serious questions about whether such a treatment system represented the right choice or the best value for the City. *See* Exh. 8.

49. That letter recommended that Uniontown hire an independent engineering firm (not Sentell) to perform “a value engineering study of the proposed options for improving the Uniontown wastewater collection and treatment system before proceeding further” with the wetland option. *Id.* That considered recommendation was based upon the “lack of success from past improvement efforts and the significant cost of the proposed remedy (~20,000 per residential connection).” *Id.* Like the Intervenor, these engineers believed that “Uniontown [cannot] afford another costly but unsuccessful attempt to improve its wastewater treatment and collection system.” *Id.*

50. Despite this good advice, upon information and belief, Uniontown declined to accept it and no values engineering study has been performed.

Failure to Accurately Assess Contributions of Industrial Dischargers

51. In considering the proper design and implementation of any proposed solutions for treating Uniontown's wastewater, neither the City nor ADEM has properly assessed the role played by industrial dischargers in the City's chronic overflows. Local industries utilizing the State Indirect Discharge ("SID") program provided under ADEM's NPDES system are not subjected to flow limitations, a grave omission that contributes to the City's chronic overflows.

52. For example, Alabama Catfish, Inc. DBA Harvest Select ("Harvest Select"), has been a significant contributor to the overflows at the Lagoon and Sprayfield #1, yet neither Uniontown nor ADEM have adequately addressed the high volume and potency of the wastewater Harvest Select sends to the Lagoon for treatment.

53. In February 2017, ADEM proposed to reissue SID Permit No. IU375300102 to Harvest Select which allows it to continue to discharge its pretreated wastewater to the Lagoon for final treatment. The draft SID permit failed to place a limitation on the volume of wastewater discharge allowed into Uniontown Lagoon. Although pending for over two year, the permit has not been issued. In the interim, there is no limit on the volume of wastewater Harvest Select can discharge to the Lagoon. There is also no volume limit in their previous SID permit.

54. The design capacity of the Lagoon is permitted at 0.525 MGD, a volume consistently exceeded by the actual quantity of wastewater passing through the Lagoon treatment system.

55. Over the years, Sentell and Uniontown have placed the blame for the excessive volume of wastewater treated by the Lagoon entirely on infiltration and inflow ("I/I") of rainwater into the City's collection system.

56. To be sure, I/I plays a significant role in treatment failures at the Lagoon and overflows throughout the collection system, at the Lagoon, and at Sprayfield #1. However, the City and ADEM have routinely ignored or understated the significant wastewater discharge contributions by indirect industrial dischargers like Harvest Select and failed to understand how they factor into Uniontown's chronic overflows.

57. For years, *Harvest Select has exceeded the entire design capacity* of the Uniontown Lagoon at times --- with no consequences and no recognition of the problem or any limitation by the City or ADEM on the fish processor's discharge volume.

58. Harvest Select's 2012 SID permit reports their flow at .20 MGD (p. 28), although their highest flow for the preceding 12 months was reported to be .525 MGD (p. 29), coincidentally the design capacity of the Uniontown Lagoon.⁶

59. A detailed review of recent monitoring reports Harvest Select filed with ADEM underscores this critical point: several days every month and every month of the year, the catfish processor approaches or even exceeds *the entire design capacity* of the already overtaxed Lagoon, with maximum flows approaching 1.0 MGD on numerous occasions, *nearly twice the daily capacity of the Uniontown Lagoon*. Exh. 9 at 2. These conclusions come directly from reports filed by Harvest Select and include self-reported data that ADEM requires them to collect.

60. Despite the fact that the volume of wastewater coming from Harvest Select is interfering with treatment at the Lagoon as well as contributing to overflows at the Lagoon and Sprayfield #1, ADEM's 2017 draft SID permit for Harvest Select does not limit the volume of wastewater the catfish processor can contribute to the Lagoon. *Id.* at 1-3.

⁶ Available at <http://app.adem.alabama.gov/eFile/>.

61. In addition to volume, high concentrations of nutrients in Harvest Select's pretreated effluent (Total Ammonia as Nitrogen, Total Kjeldahl Nitrogen, and Total Phosphorus) are overtaxing Uniontown's primitive lagoon treatment system. See *USEPA R4's Diagnostic Evaluation and Report: Uniontown Wastewater Treatment Facility* (September 10-12, 2012) at 10-11.

62. Harvest Select, as a user of a publicly-owned treatment works (the Lagoon), may not introduce any pollutant(s) into the treatment works which cause pass-through or interference, 40 C.F.R. § 403.5, yet that is exactly what is happening with the excessive flows they contribute to the Lagoon.

63. Uniontown and ADEM have an obligation to impose a local limit in the 2017 draft permit that will prevent the established, ongoing pass-through and/or interference caused by both the volume and the nutrient concentrations in Harvest Select's wastewater. They have failed to do so, even though the contributions of Harvest Select are demonstrably interfering with the treatment process of the Uniontown Lagoon. The Lagoon and Sprayfield #1 are in a state of "continuous overflow," Exh. 2," in part because there is a greater volume of wastewater than either the Lagoon or sprayfield can handle.

64. By failing to include a flow limitation in the 2017 draft permit or to impose more stringent pretreatment requirements, Uniontown and ADEM effectively ignore the burden that Harvest Select is placing on Uniontown and allow the catfish processor to externalize the cost of treating its waste on the residents of one of Alabama's poorest communities.

65. Intervenors remain concerned that, without accurately assessing and understanding all contributions to Uniontown's treatment system, any proposed solution will fail. Even if Uniontown repairs its failing collection system and effectively limits I/I, it must have a precise

understanding of wastewater volume and makeup from SIDs like Harvest Select to provide proper treatment for the City's wastewater.

66. In addition, while a solution is designed and implemented, Intervenor cannot rely upon Uniontown or ADEM to limit the contributions of industrial dischargers like Harvest Select, which could help mitigate ongoing overflows. Intervenor wants to ensure that Uniontown and ADEM consider proper interim measures which, while not ending the City's chronic overflows, could mitigate them and better protect residents from their consequences.

Demopolis Wastewater Treatment Plant Option

67. On June 5, 2018, despite Uniontown's publicly stated commitment to the wetland treatment option, Sentell sent a letter to ADEM outlining for the first time the proposed option of constructing a force main to send the City's wastewater to the Demopolis Wastewater Treatment Plant ("WWTP"). *See* Exh. 10.⁷

68. According to the letter, Sentell was:

[w]orking on the preliminary engineering report for the collection system for a grant application while we review how to treat Southeastern Cheese and the leachate from Arrowhead landfill. We met with the Demopolis waste water operator to explore them treating Uniontown's Waste Water. The board is receptive to the idea and the operator thinks that they have the capacity. We looked at routing the force main to the treatment facility and are exploring further the possibility.

Id. Presently, Uniontown does not accept or treat leachate from Arrowhead Landfill or wastewater from Southeastern Cheese Corp., and, upon information and belief, there have been no previous discussions about adding these significant industrial dischargers to the Uniontown system.

⁷ As of January 1, 2019, Uniontown had yet to formally notify ADEM that sending the wastewater to Demopolis was now the treatment option of choice. Exh. 2.

69. Like Harvest Select, Southeastern Cheese produces a high volume of nutrient-rich wastewater. In the past, Southeastern Cheese was required to stop discharging its wastewater to the Lagoon via SID Permit No. IU395300113 because it completely overwhelmed the Lagoon's treatment system. Since that time, Southeastern Cheese has employed a sprayfield to dispose of its treated waste. Over thirty Uniontown residents have filed suit against Southeastern Cheese to end that practice because of the alleged odors and health effects of the cheesemaker's noxious waste. Stephen Dethrage, *Uniontown Lawsuit Targets Smells, Waste from Business*, Tuscaloosa News, March 31, 2018.⁸

70. The Arrowhead Landfill produces leachate from the industrial and special waste sent to the landfill for disposal. That waste includes over 4 million tons of toxic coal ash from the massive TVA Kingston Fossil Plant coal ash spill in 2008. Dennis Pillion, *EPA Closes Civil Rights Complaints over Alabama Landfill*, Al.com, March 7, 2018.⁹

71. The City must carefully consider any decision to accept and treat wastewater from facilities like Southeastern Cheese and Arrowhead Landfill, as it could complicate or even jeopardize the efficacy of any potential treatment or disposal methods the City may implement. It also will externalize the cost of treating this industrial waste on Uniontown residents, some of whom are members of the Intervenor organizations.

72. With little public notice or discussion, Uniontown has apparently abandoned the wetland treatment concept in favor of pumping wastewater through a force main to the Demopolis WWTP. See Exh. 2 ("Uniontown [should] send an update to ADEM stating it is considering the

⁸ Found at <https://www.tuscaloosaneews.com/news/20180331/uniontown-lawsuit-targets-smells-waste-from-businesses>.

⁹ Found at https://www.al.com/news/2018/03/epa_closes_civil_rights_compla.html.

new chosen action of sending the wastewater to Demopolis.”) According to Sentell, that discharge will likely include contributions from SIDs Arrowhead Landfill and Southeastern Cheese, in addition to Harvest Select. On September 13, 2018, USDA’s Rural Utility Service (“RUS”) advertised an environmental assessment for the project and asked for public comment:

in connection with possible impacts related to a project proposed by the City of Uniontown, Alabama. The proposal is for the rehabilitation of the city’s wastewater collection system and construction of pump stations and a force main. The City of Uniontown has submitted an application to RUS for funding of the proposal.

Exh. 11.

73. On September 21, 2018 Riverkeeper submitted comments on the environmental assessment. Exh. 12.

74. Those comments detail a number of serious concerns with the proposed project that must be addressed, among them that:

- the actual contributions of significant industrial dischargers to the system were unknown and unaddressed by the proposal;
- Demopolis is currently struggling to treat its waste stream at present levels, as the monthly average wastewater flow through their treatment plant exceeded the plant’s design capacity in at least four or more months in each of the last five years;
- Demopolis currently has very little, if any, capacity for additional loading of biochemical oxygen demand or carbonaceous biochemical oxygen demand at its WWTP and these issues will likely be exacerbated by Uniontown’s wastewater, especially if Southeastern Cheese ties into the system;
- although the ability of the Demopolis WWTP to actually treat the municipal and industrial wastewater stream from Uniontown should be a determining factor in evaluating the project, upon information and belief, no such assessment has been conducted to date;
- no information is provided as to how residents of Uniontown who live at or below the poverty line will be able to afford to connect to the system;

- no information is provided about whether Uniontown residents will have to pay to connect to the system or be subject to rate increases to help pay for the project;
- to the best of intervenors' knowledge, there has been no independent or values engineering study performed to determine whether the discharge through Demopolis is the best, most cost effective solution; and
- Sentell is still the engineer of record on the project, despite numerous past problems with their performance as supported by engineering documents filed with ADEM.

75. The response by RUS acknowledges that these comments raise “many important subjects that deserve to be studied and considered in the pre-design phase of the project” and that the agency “welcomes the opportunity to have stakeholder involvement in the project planning stages.”

76. Despite the requests by stakeholders to be involved in the project planning stages, stakeholders have not been consulted other than a November 16, 2018 meeting. Multiple requests for information to RUS in 2019 remain unanswered.

77. One requirement for the receipt of the grant from RUS is the establishment of a Uniontown Water and Sewer Board. Despite an application to serve, a well-credentialed Uniontown resident supported by the Intervenor was not selected, despite extensive knowledge and expertise in the field.

78. Uniontown and its residents cannot afford more costly but unsuccessful attempts to improve their collection system, wastewater treatment and wastewater disposal.

79. Intervenor are concerned that, without the formal status that intervention confers, they will not be afforded an opportunity to ensure that the important technical and financial issues they have identified are properly studied and considered by Uniontown and ADEM in developing and implementing the right solution to the City's wastewater problems. Although likely funded by USDA and the state, any solution will

be developed and implemented pursuant to the Order (Doc. 64) entered in this case, which requires a compliance plan setting out necessary remedial action to end the unpermitted discharges to waters of the state. Intervention is timely because engineering for the proposed project is in the preliminary stages, which is the appropriate time to incorporate and address Intervenor's concerns.

80. As demonstrated above, Uniontown and ADEM cannot adequately represent Intervenor's interests and have failed to address the serious issues raised by Intervenor in the past, despite their demonstrable merit. For example, if Uniontown and ADEM had heeded Intervenor's concerns about the need for geologic testing before beginning construction on Sprayfield #2, that mistake and misuse of scarce funds could have been avoided.

81. Intervenor has retained the services of a professional geologist with a Ph. D. in civil engineering familiar with Uniontown and its issues. He will guide Intervenor's participation in this matter, work knowledgeably with Uniontown and ADEM, and ensure that the important issues raised by Intervenor are considered in developing and implementing a lasting and effective solution to benefit all.

82. Intervenor's interests will be seriously harmed if denied the opportunity to intervene in this case. If granted intervention, Intervenor will be able to protect their interests by helping to prevent any more miscalculations or mistakes in the process to develop a lasting solution to Uniontown's wastewater problems. Intervenor can ensure that the continuing threats to their health and welfare, as well as the environment, that have not been addressed in the past are addressed in future decisions about how best to treat and dispose of Uniontown's wastewater.

Intervention

83. Ala. R. Civ. P. 24(a)(2), provides that "[u]pon *timely application*, anyone shall be permitted to intervene in an action ... when the applicant claims an interest relating to the property or transaction which is the subject of the action and he is so situated that the disposition of the action may as a practical matter impair or impede his ability to protect that interest, unless the applicant's interest is adequately represented by existing parties." (Emphasis added.) Any party opposing the motion to intervene has the burden of persuasion on whether the putative intervenor's interest is adequately represented by the existing parties.

84. The fact that this case has been ongoing for several years does not mean that Intervenor's application is untimely. While the rule is silent concerning what constitutes a "timely application," it has long been held that the determination of timeliness is a matter committed to the sound discretion of the trial court. *See Strousse v. Strousse*, 436, 322 So. 2d 726 (1975). *See also McDonald v. E.J. Lavino Co.*, 430 F.2d 1065, 1072 (5th Cir.1970). Because the pressure to allow intervention "of right" under Rule 24(a) is by its very nature more compelling than is permissive intervention, most courts tend to require less rigidity in evaluation of timeliness under Rule 24(a), which is the basis for intervention here. *See Diaz v. Southern Drilling Corp.*, 427 F.2d 1118 (5th Cir.), cert. denied, 400 U.S. 878 (1970). *See generally* Wright & Miller, § 1916. As expressed in *McDonald*, 430 F.2d at 1073: "Since in situations where intervention is as of right, the would-be intervenor may be seriously harmed if he is not permitted to intervene, *courts should be reluctant to dismiss such a request for intervention as untimely*, even though they might deny the request if the intervention were merely permissive." (Emphasis added.)

85. Only where intervention would “prejudice the rights of the existing parties to the litigation” or “substantially interfere with the orderly processes of the court,” will intervention as of right be denied as untimely. As explained by the court in *McDonald*, 430 F.2d at 1074:

‘Timeliness’ is not a word of exactitude or of precisely measurable dimensions. The requirement of timeliness must have accommodating flexibility toward both the court and the litigants if it is to be successfully employed to regulate intervention in the interest of justice. The rule has its permissive aspects, and while we do not dislodge nor denigrate the trial court’s discretion in matters of intervention, we must view its exercise in the liberal atmosphere of the Rules of Civil Procedure, which are to be construed ‘to secure the just, speedy, and inexpensive determination of every action.’ Rule 1, Fed. R. Civ. P. [analogous to Ala. R. Civ. P. 1] ... We think it is correct to say that since ‘the privilege of intervention stems from a desire to protect the rights of unrepresented third parties, it becomes apparent that the timely application requirement under Rule 24 was not intended to punish an intervenor for not acting more promptly but rather was designed to insure that the original parties should not be prejudiced by the intervenor’s failure to apply sooner.’ Note, *The Requirement of Timeliness Under Rule 24 of the Federal Rules of Civil Procedure*, 37 Va.L.Rev. 863, 867 (1951). Accordingly, it has been the traditional attitude of the federal courts to allow intervention “where no one would be hurt and greater justice would be attained.”

Id. at 868.

86. While it can be “inconvenient” to either a trial court or a defendant to allow intervention at a later stage, mere inconvenience is not in itself sufficient to reject as untimely a motion to intervene as of right. *McDonald*, 430 F.2d at 1074.

87. Given that Uniontown and ADEM have yet to engineer the solution to the City’s wastewater issues, neither would be prejudiced by a grant of intervention at this juncture. Uniontown is currently working on assembling the necessary funding to underwrite a solution. The consideration of what that solution might be and how it will be implemented is only beginning.

88. Intervenors are filing this Complaint in Intervention now because (1) the problems with the collection system, the Lagoon and Sprayfield # 1 have not improved during the pendency of the Order (Doc. 64); (2) the announcement of the USDA grant means that the City now has funding to explore and finance a solution; (3) any solution is still in the early planning stages, which represents the optimum time for Intervenors to be involved; (4) Intervenors can ensure that the important technical and environmental considerations they have raised are considered in developing a solution; and (5) Intervenors can help ensure that during the time any solution is being developed and implemented, the “continuous overflows” that now plague Uniontown are mitigated to the extent possible.

89. Assuming that the USDA grant provides the City with funding to finally pursue a comprehensive resolution of this case, Intervenors’ participation will allow “greater justice” to be obtained through their intervention, namely a remedy that involves those most directly affected and which comprehensively addresses all of Uniontown’s wastewater issues.

Count I

Continuing Unpermitted Discharges at the Uniontown Lagoon

90. Intervenors incorporate herein paragraphs 1 through 89 by reference.

91. Effective December 1, 2008 and administratively continued to the present day, Uniontown was issued Alabama NPDES Permit No. AL0063657 (“the Permit”).

92. The Permit only authorizes discharges to groundwater, and not to waters of the state (as defined by Ala. Code § 22-22-1(b)(2)), such as Cottonwood Creek and its tributaries.

93. Ala. Code § 22-22-9-(i)(3) provides that:

[e]very person prior to discharging any new or increased pollution into any waters of the state shall apply to the Alabama Department of Environmental Management in writing for a permit and must obtain such permit before discharging such pollution.

94. Despite the fact that Ala. Code § 22-22-9-(i)(3) prohibits the discharge of pollutants to waters of the state without a permit, the City has discharged and continues to discharge pollutants from its Lagoon treatment system into unnamed tributaries of Cottonwood Creek, which flow along the northern and southern boundaries of the 3-cell lagoon system. Cottonwood Creek is a tributary of Big Prairie Creek, which is a tributary of the Black Warrior River.

95. As recently as August 21, 2018 (Exh. 13), local residents reported and ADEM verified unpermitted and illegal discharges from the Lagoon into the unnamed tributaries to Cottonwood Creek consist of bypasses or overflows over the lagoon's berms and discharges through a pipe, many of which have not been properly reported to ADEM, public health authorities, the media, and the public. Too much influent volume, in excess of the Lagoon's design capacity, and inability to handle such volumes at the Lagoon treatment system has unfortunately caused these ongoing violations to continue now and in the immediate future.

96. For each threatened or continuing violation of Ala. Code § 22-22-9-(i)(3) described herein, Uniontown is subject to an injunction.

Count II

Continuing Unpermitted Discharges at Uniontown Sprayfield #1

97. Intervenor's incorporate herein paragraphs 1 through 96 by reference.

98. The Permit only authorizes discharges to groundwater, and not to waters of the state (as defined by Ala. Code § 22-22-1(b)(2)), such as Freetown Creek.

99. Ala. Code § 22-22-9-(i)(3) provides that:

[e]very person prior to discharging any new or increased pollution into any waters of the state shall apply to the Alabama Department of Environmental Management in writing for a permit and must obtain such permit before discharging such pollution.

100. Despite the fact that Ala. Code § 22-22-9-(i)(3) prohibits the discharge of pollutants to waters of the state without a permit, the City has discharged and continues to discharge pollutants from Sprayfield #1 into Freetown Creek.

101. Since local soils are not properly suited for adequate percolation into groundwater at Sprayfield #1, wastewater being sprayed by spray nozzles at the sprayfield has been running overland downhill to the lowest point of the sprayfield for decades. At some point an earthen berm was constructed along the southwestern perimeter of the sprayfield to contain wastewater flowing to this lowest point. Containment is necessary, as Freetown Creek flows along the western boundary of the sprayfield. Without proper maintenance, the earthen berm has been compromised for many years, allowing wastewater to escape through multiple eroded gaps in the berm. Unfortunately, this means wastewater has been illegally bypassing the sprayfield and entering Freetown Creek for at least a decade. Uniontown's efforts to fix leaks in the berm in recent years have been unsuccessful.

102. For example, a September 6, 2018 ADEM response to a complaint about overflows at Sprayfield #1 documents that "the Department is aware of three ongoing overflows from the Sprayfield (as of September 5, 2018)." These overflows continue. Exh. 2. According to ADEM and the City, these and similar overflows from Sprayfield #1 are expected to continue in the future. A July 31, 2018 letter from Sentell states that a bypass discharge pipe from Sprayfield #1 "will discharge continuously [to Freetown Creek] until the collection system is repaired," even though the City has no NPDES permit to discharge wastewater from Sprayfield #1. Exh. 14. A March 29, 2019 ADEM report (Doc. 15) documents that sanitary sewer overflows from the Uniontown's wastewater treatment system are ongoing, much as they have been for the past year.

103. For each threatened or continuing violation of Ala. Code § 22-22-9-(i)(3) described herein, Uniontown is subject to an injunction.

Demand for Relief

Intervenors respectfully request that this Court grant the following relief:

A. That Riverkeeper and BBC be granted intervention in this case;

- B. That as Intervenor, they be permitted a seat at the table to contribute to a discussion of the appropriate remediation of Uniontown's system to treat and dispose of waste;
- C. That the Court render a judgment finding and declaring that Uniontown continues to operate the Uniontown Lagoon in violation of the discharge limitations and conditions in NPDES Permit No. AL0063657 and in violation of Ala. Code § 22-22-9(i)(3);
- D. That the Court render a judgment finding and declaring that Uniontown continues to discharge pollutants into waters of the state without a permit, in violation of Ala. Code § 22-22-9(i)(3);
- E. That the Court continue to enjoin Uniontown from continuing to discharge pollutants without a permit into waters of the state, in violation of Ala. Code § 22-22-9(i)(3), and order Uniontown to take all such steps as are necessary to cease and desist all unpermitted discharges into waters of the state;
- F. That the Court continue to enjoin Uniontown from continuing to operate the Uniontown Lagoon in violation of the discharge limitations and conditions in NPDES Permit No. AL0063657 and in violation of Ala. Code § 22-22-9(i)(3);
- G. That the Court require that anytime Uniontown experiences a "notifiable sanitary sewer overflow" as defined by Ala. Admin. Code r. 335-6-6-.02(hh) that the City notify ADEM and the public as required by NPDES Permit, No. AL0063657;
- H. That the Court require the parties to address how the impacts of Uniontown's failing sewage treatment system can be mitigated while more permanent solutions are developed and implemented;

I. That the Court award Intervenor such other relief to which they may be entitled.

Respectfully submitted,

s/ Eva L. Dillard

Eva L. Dillard (DIL017)

Attorney for Intervenor

Black Warrior Riverkeeper, Inc.

712 37th Street South

Birmingham, AL 35222-3206

(205) 458-0095 Office

(205) 458-0094 Facsimile

edillard@blackwarriorriver.org

CERTIFICATE OF SERVICE

I hereby certify that on April 11, 2019 I have electronically filed the foregoing with the Clerk of the Court using the AlaFile system which will send notification of such filing to all counsel of record.

s/ Eva L. Dillard

LANCE R. LEFLEUR
DIRECTOR



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



ELECTRONICALLY FILED
4/11/2019 5:03 PM
53-CV-2012-900021.00
CIRCUIT COURT OF
PERRY COUNTY, ALABAMA
MIA JACOBS-TURNER, CLERK

EXHIBIT 1

May 25, 2018

Jamaal Hunter, Mayor
City of Uniontown
P.O. Box 1069
Uniontown, Alabama 36786

RE: Uniontown Lagoon
NPDES Permit Number AL0063657
Perry County (105)

Dear Mayor Hunter:

The Alabama Department of Environmental Management has received your letter dated April 17, 2018, regarding the City of Uniontown's wastewater treatment system. It is our understanding based on your letter that Uniontown is investigating the installation of an overflow pipe at the lagoon with the intent of allowing water to overflow the treatment lagoon during high flow. Please be advised that any bypass must meet the requirements of ADEM Administrative Code 335-6-6-.12(m) and NPDES Permit No. AL0063657. Based on the information provided, the proposed overflow pipe does not meet the applicable requirements to qualify for an exception to the general prohibition against bypassing.

The Department reiterates, as stated in our letter dated April 6, 2018, deteriorating conditions at the wastewater collection, wastewater treatment system, and sprayfield warrant the City's immediate attention to mitigate the risk of catastrophic failures of the system. Any action taken should be made in accordance with the applicable regulations.

Should you have any questions, please feel free to contact Emily Anderson by e-mail at edanderson@adem.alabama.gov or by phone at (334) 271-7801.

Sincerely,

GLENN L. DEAN

Glenda L. Dean, Chief
Water Division

GLD/ctb/cko

cc: John Gibbs, Gibbs and Sellers PC
Daphne Lutz, ADEM
Carrie Blanton, ADEM
Emily Anderson, ADEM
Sandra Lee, ADEM

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)



Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 417-1176
(251) 417-1189 (FAX)

008259

**EXHIBIT 2
TELEPHONE DOCUMENTATION**

Phone Call Participants		
ADEM Staff Person: Daphne Lutz, Sandra Lee, Carrie Blanton, Monica Jayroe		Other Party (Name): Ed Morris (Sentell Engineering), Terry Tyson (Uniontown), Allen Bowen (USDA)
Date of Call: 1/29/2019		Time of Call: 9:45 a.m.
Telephone # (other party): Conference Call		
Subject / Topics Discussed		
Facility Name/Number: Uniontown Lagoon/AL0063657		
Reason for Call: Uniontown Lagoon Monthly Update		
Summary of Conversation		
<p>Uniontown will create a Wastewater Sewer Board with the assistance of the Rural Water Association. Timing for creation of the Board is unknown; however, Uniontown will keep ADEM updated of the status. Any agreements with regard to Demopolis accepting Uniontown's wastewater, would be entered by the Sewer Boards. Uniontown will have an attorney to plan and document the contract between the Boards. The Mayor has expressed concerns whether the rate Demopolis wants for accepting Uniontown's wastewater will be too high of a cost for the citizens of Uniontown to pay based on income levels. USDA indicated that they are assessing the affordability issue.</p> <p>Uniontown has constructed overflow pipes at both the lagoon and sprayfield. Both continue to have continuous overflows. Uniontown has not been able to submit the December DMR because eDMR is not working. ADEM told Uniontown the eDMR group is working on resolving the issue and Uniontown should include a comment to indicate the reason the DMR was not able to be submitted on time. Uniontown posted a sign indicating the overflow at the sprayfield, but not yet at the lagoon. ADEM requested that Uniontown post a sign at the lagoon as soon as possible. Uniontown is waiting for new signs to be printed to put at the lagoon and will inform ADEM when the signs are up. According to Uniontown, the streams next to the lagoon and sprayfield have shown no visual problems or septic conditions instream. Uniontown will let ADEM know if any appear. ADEM requested that Uniontown send an update to ADEM stating it is considering the new chosen action of sending the wastewater to Demopolis. The latest written update still indicates that the wetlands is the chosen treatment option.</p> <p>The new administrative assistant replacing Cynthia Maddox is Emefa Butler.</p>		
Follow Up Required -		
Name:		Target Date:
Action Required:		
Preparer (please sign)	Immediate Supervisor (initial)	Ready for Filenet? (Supervisor initials)
<i>Sandra Lee</i>	UDA	UDA

008260

EXHIBIT 3

Black Warrior **RIVERKEEPER**®
712 37th Street South
Birmingham, AL 35222
Tel: (205) 458-0095
Fax: (205) 458-0094
edillard@blackwarriorriver.org
www.BlackWarriorRiver.org



November 9, 2012

Russell Kelly, Chief
Permits and Services Division
Alabama Department of Environmental Management
P. O. Box 301463
Montgomery, AL 36130-1463

Via Email Only

Re: Uniontown Lagoon (NPDES Permit No. AL0063657)

Dear Mr. Kelly:

Thank you for the opportunity to provide comments related to the modification of the NPDES permit for the Uniontown Lagoon (AL0063657). We write on behalf of Black Warrior Riverkeeper, a nonprofit organization dedicated to protecting and restoring the Black Warrior River and its tributaries. The Uniontown Lagoon is situated on the banks of (and frequently overflows into) an unnamed tributary of Cottonwood Creek in the Black Warrior River basin. A review of the draft permit and application raises several questions which must be addressed before ADEM can issue the modified permit.



*Uniontown Lagoon (left), UT to
Cottonwood Creek (center), & Southeastern Cheese (right)*

008261

Location of Wastewater Treatment Lagoon and Sprayfield

The public notice for the permit in question states that “[t]he subject permit regulates the discharge of treated wastewater to an Unnamed Tributary to Freetown Creek, classified as Fish & Wildlife, in the Black Warrior River Basin.” However, this statement is inaccurate. While the actual treatment lagoon is located in the Black Warrior River basin, Freetown Creek and the sprayfield associated with the Lagoon and identified as the point of discharge from the facility are actually located in the Alabama River basin. Moreover, Sprayfield #1 sits literally on the bank of Freetown Creek. As a result, any overflows are directly to Freetown and not an unnamed tributary (UT). The notice must be corrected to reflect the Alabama River basin as the proper watershed and Freetown Creek, not a UT, as the possible receiving stream, if in fact there will be a permitted discharge to Freetown Creek (which we address later in the letter).

Uniontown is still a facility of concern for us, however, because its lagoon frequently overflows into a UT to Cottonwood Creek, which flows into Big Prairie Creek, a tributary of the Black Warrior River. Big Prairie Creek is a popular local destination for fishing, swimming, and other recreation. There may be interested parties who have been misled by the public notice into believing that the proposed modification of the permit would not affect the Alabama River watershed. ADEM should resend the permit to public notice to accurately inform the public of the facility’s potential to affect water quality in both the Black Warrior River and Alabama River basins.

Discharge Location Ambiguity

The title page of the draft permit is also somewhat confusing in that it lists a UT to Freetown Creek (as well as groundwater) as the receiving waters for discharges from the facility. That would seem to imply that the new permit would authorize *direct discharge* to the UT (even though, as stated earlier, the sprayfield is located directly on the bank of Freetown Creek, not a UT). However, no such authorization is given anywhere in the permit. By comparison, the facility’s previous permit (issued in 2008) only lists “Groundwater” as the receiving water. A letter dated August 6, 2012 from Sentell Engineering to ADEM indicates that there will be no stormwater runoff from the new sprayfield, unlike the altogether too customary discharges from the current sprayfield to surface water, an illegal occurrence, which has not been adequately addressed by ADEM enforcement in the past.

While we understand that discharges to the new sprayfield would have the potential to affect nearby surface waters (i.e. Freetown Creek) and agree with ADEM’s decision to require up and downstream monitoring of the adjacent creek, it is not appropriate to include the “UT to Freetown Creek” as a receiving water for the permit. Please explain or justify the decision to include the UT (or in actuality, Freetown Creek) as a receiving water on the title page of the permit, which suggests direct discharges to that water.

New Sprayfield

The new sprayfield location is not clearly identified in the draft permit. Will it be located in the same area as Sprayfield #1, or will it be at an alternate location? If the new sprayfield will be at the same location as Sprayfield #1, has percolation testing been performed at this location to ensure the site is adequate for a sprayfield and infiltration to groundwater? Clearly Sprayfield #1 has not been percolating well over the years. Has ADEM determined the cause of this poor percolation? Is the cause too much inflow from the Lagoon and its SID dischargers, oversaturation, or the existence of the wrong soil and strata at the site? The answers to these questions are *essential* to whether a sprayfield should be considered, no less permitted, at this location. The modified permit would require the operator to monitor groundwater at one up-gradient well and two down-gradient wells relative to the proposed new sprayfield. For a facility of this type we agree with ADEM's decision to require groundwater monitoring and believe that this type of monitoring is essential to ensure that the facility does not harm groundwater. However, groundwater monitoring is of little benefit if the underlying reasons for past problems are not identified and corrected before the permit is issued.

No Groundwater Monitoring for Sprayfield #1

We find it odd that the proposed modification does not include groundwater monitoring relative to Sprayfield #1, which according to the permit application will continue to be used by the facility. First, we question whether it is even appropriate to continue to use Sprayfield # 1, given past documented problems at that site. Without groundwater monitoring to determine whether sprayfield application can and should continue there, or whether groundwater has already been so contaminated that use of this site must be discontinued, it is irresponsible in the extreme for ADEM to allow the continued use of Sprayfield No. 1.

No explanation for the lack of groundwater monitoring at Sprayfield #1 is included in the permit rationale. If this was an error due to oversight, please adjust the permit to require groundwater monitoring at Sprayfield #1. If this was not an error, please explain or justify the decision to omit this requirement, and reconsider the addition of groundwater monitoring requirements for Sprayfield #1 to the permit. This facility has had much difficulty over the years meeting its permit limitations and undoubtedly has already had significant negative effects on underlying groundwater. We believe that this additional monitoring is critical to ensure that the proposed permit is not causing or contributing to a violation of water quality standards.



Aerial picture of Uniontown Lagoon Sprayfield #1 - note pooled wastewater (left)



Aerial close-up of Sprayfield #1 (note significant water flow above ground)

Overflows to UT to Cottonwood Creek

Although we have pointed out that ADEM erred in listing Freetown Creek as part of the Black Warrior River basin in the public notice for this facility, we feel it is also necessary to point out that significant and dramatic negative impacts to water quality created by the poor operation of the Lagoon have occurred in the Black Warrior River watershed. For years now, ADEM has been aware that the Lagoon has been an unmitigated disaster, overflowing frequently (or constantly according to some accounts) to the headwaters of Cottonwood Creek. As a result of the overflows from the Uniontown

Lagoon, Cottonwood Creek has appeared on ADEM's 303(d) List for impairment due to organic enrichment, siltation, and nutrients since 2006. We are aware that the facility is under a Consent Order with ADEM and is in the process of procuring funds to make much needed improvements to the treatment process at this facility. We assume that the proposed modified permit is a direct result of that Consent Order and ongoing efforts to improve the facility.

However, the only significant change that appears to be addressed by the modified permit is the addition of a new sprayfield. The design capacity of the Lagoon does not appear to have been addressed. We sincerely hope that ADEM has adequately considered any engineering plans submitted by the permittee and will require *all necessary renovations* to ensure that the overflows to the UT to Cottonwood Creek cease immediately. For too long, the Department has acquiesced in this shameful sacrifice of Cottonwood Creek.



Overflow of Uniontown Lagoon



Overflow of Uniontown Lagoon into UT to Cottonwood Creek



Cottonwood Creek Downstream of Lagoon Overflow

Adding a new sprayfield means nothing if the wastewater continues to leave the Lagoon prior to being treated and pumped to that sprayfield. What assurance can ADEM provide and what steps has the Department (and the facility) taken to stop the septic overflows to Cottonwood Creek?

Southeastern Cheese

In addition to the overflows to Cottonwood Creek, the Uniontown Lagoon has seriously compromised surface water and groundwater quality by chronically applying wastewater that greatly exceeds effluent limitations for several parameters to its sprayfield. ADEM has been aware of this problem for quite some time and it was no doubt a motivation for ADEM's Consent Order with Uniontown. ADEM is also aware of the underlying problem causing these effluent discharge violations: polluted indirect discharges from Southeastern Cheese (SIDIU395300113). For years, Southeastern Cheese has been wreaking havoc on the Uniontown Lagoon by dumping its partially treated wastewater on the tiny treatment facility well in excess of its pretreatment effluent limitations. This sorry state of affairs is no mystery or secret; Southeastern Cheese has been on ADEM's list of state indirect dischargers in significant non-compliance for the calendar years of 2011; 2010; 2009; 2008; and 2006.

As a result of these pretreatment violations, ADEM imposed an impotent Unilateral Order to Southeastern Cheese on May 18, 2010, allowing the polluter 485 days to comply with its SID permit.¹ That 485 day grace period expired on September 15th, 2011. However, as recently as March of 2012, Southeastern Cheese was still blowing out its permit limitations, sending grossly polluted water to the POTW that the Uniontown Lagoon was not capable of treating. *There is no evidence in "eFile" that ADEM has taken any further action against Southeastern Cheese or taken any other measures to ensure that the facility's pollution is stopped.* Because of ADEM's lack of action on Southeastern Cheese, the Department is complicit in the ongoing pollution of Cottonwood and Freetown creeks, as the situation is still unresolved and the pollution of the creeks continues.

It appears from the new draft permit for Uniontown Lagoon that Southeastern Cheese will no longer be discharging its wastewater to the Lagoon. Section D of ADEM Form 188 01/10m1 requires that the permittee list all authorized SID dischargers to the facility. Southeastern Cheese no longer appears on this list, but the company was sending DMRs to ADEM at least as recently as July 2012. Can you confirm that Southeastern Cheese will no longer send its wastewater to Uniontown Lagoon? And if not, has the cheese manufacturer shut down production? Or will they apply for a new permit to dispose of their wastewater by some other means? While we think it is best for Uniontown Lagoon that the facility does not receive wastewater from Southeastern Cheese, we want to make sure that the industry's wastewater is properly treated and disposed of in a manner that does not threaten public health and safety, not to mention the health, aquatic life and habitat of the creeks.

¹ ADEM originally issued a May 18, 2010 Unilateral Order that fined Southeastern Cheese \$120,000 for 170 permit violations. On appeal, the Hearing Officer's November 17, 2010 Report ruled that the Department's fine was "excessive and in error" and should be reduced to \$35,000 because ADEM did not use a mathematical formula to calculate the penalty amount; did not calculate the amount of economic benefit realized by violator; did not offer evidence as to violation extent, frequency and severity; and did not offer more than "little" evidence of violator's ability to pay. The Environmental Management Commission adopted the Hearing Officer's recommendation on December 10, 2010 without an opinion. Because ADEM did not adequately document and defend its enforcement, that enforcement was substantially weakened.

Other SID Issues

Section D of ADEM Form 188 01/10ml attached to the proposed modified permit also raises other questions. Looking back to that same form from the 2008 draft permit for Uniontown Lagoon provides some interesting insight into the facility's problems. The 2008 draft permit indicates that the volume of SID discharges to the lagoon would be about 0.650 MGD, which is significantly in excess of the plant's design capacity of 0.525 MGD. Did ADEM not foresee potential problems when they permitted a wastewater treatment lagoon to accept more industrial waste than it was designed to handle?

The current draft of the modified permit contains adjusted information for some of the SID facilities. In 2008, Harvest Select, a catfish processor, projected to discharge an average of 0.30 MGD to the lagoon. Now Harvest Select is projected to discharge about 0.156 MGD to the lagoon. What has happened to the additional flow from Harvest Select? Have they begun to treat part of their waste stream through some other manner? Or have they made up the difference through water conservation or recycling efforts? Similarly, the projection of SID flow from the Correction Services prison has been downwardly revised from 0.20 MGD in 2008 to 0.0321 MGD in the current draft permit. Where is the additional 84% of the 2008 projected flow from the prison now going? What is the name of this prison, and who runs it? ADEM must double check the forms submitted by Uniontown Lagoon to ensure that the Department is not permitting a facility that will knowingly exceed its average design capacity just by accepting indirect discharges. Moreover, if these figures are deemed to be accurate after such a check, ADEM owes the public an explanation to account for the decreased flow estimates, in light of previous problems at this facility that may have been precipitated in part by permitting flow in excess of design capacity.

Furthermore, we must question the decision to allow more than 30% ($0.156 \text{ MGD} / 0.525 \text{ MGD}$) of the average daily flow to the Lagoon to come from one industrial source: Harvest Select. We fear that this arrangement has significant potential to cause a situation similar to the Southeastern Cheese problem, where the polluted water from a single source can cause a complete breakdown of the Lagoon treatment system at Uniontown. We are not suggesting that Harvest Select is a polluter on the level of Southeastern Cheese, but if the catfish processor were to have a problem with its pretreatment, it would have consequences not only for Harvest Select, but also for the Uniontown Lagoon, Cottonwood Creek and Freetown Creek. What steps has ADEM taken in the permit to protect Uniontown from this type of problem?

We do note that the Uniontown Lagoon is on ADEM's list of 2012 [Clean Water State Revolving Fund \(CWSRF\)](#) recipients. We hope that the funds and the improvements they underwrite will help the Uniontown Lagoon end its longstanding noncompliance and meet permit requirements. However, as this comment letter observes, if operations at associated SID dischargers do not improve, we are concerned about Uniontown's ability to meet permit requirements despite any planned improvements.

Without corresponding changes at these SIDs, the changes and upgrades planned for Uniontown may not be adequate to stop the Lagoon's pollution of Cottonwood and Freetown creeks.

The CWSRF notice for Uniontown WWTP indicates that part of the grant will fund "a completely new 40 acre spray field" to comply with ADEM Consent Decree CV-05-79 (8-6-2008), which is presumably the subject of this permit modification. We continue to have concerns about some aspects of sprayfield application as currently conducted. The existing sprayfield for Uniontown has been in a state of major disrepair over the years, allowing the identified overland flow and surface discharges to Freetown Creek. These discharges are also illegal, as the permit only allows for groundwater discharges. We hope that the funds allocated to Uniontown Lagoon will result in fixing the serious violations that have been occurring at this facility for over a decade. However, given the gaps, ambiguities and errors in the draft permit, we are understandably concerned. The grant funds and new permit represent opportunities for improvement that are too important to be wasted.

Conclusion

It appears that ADEM was hasty in its decision to publish the draft modification of the permit for Uniontown Lagoon for public comment. The Department has made mistakes in the public notice itself, left the proposed receiving waters ambiguous, overlooked the necessity for groundwater monitoring at Sprayfield #1, failed to properly acknowledge the history of violations at the facility or explain how these problems will be addressed, and has not given due consideration to the SID program at Uniontown Lagoon. ADEM needs to address these issues and fix these mistakes prior to issuance of the proposed modification.

Thank you for your time and attention to these comments; we look forward to your response.

For the River,



John Kinney
Enforcement Coordinator



Nelson Brooke
Riverkeeper



Eva Dillard
Staff Attorney

cc: Lance R. LeFleur, Director
ADEM

Glenda Dean, Chief
ADEM Water Division

Jeff Kitchens,
ADEM NPDES Enforcement

Daphne Smart
ADEM Municipal Branch

James D. Giattina, Director
EPA R4 Water Protection Division

Mark Nuhfer
EPA R4 Municipal and Industrial NPDES Section

Lee, Sandra

EXHIBIT 4

From: Smart, Daphne Y
Sent: Friday, July 11, 2014 2:07 PM
To: John Stevens
Cc: Anderson, Emily D; Lee, Sandra; Dean, Glenda; 'Allen Bowen (allen.bowen@al.usda.gov)'; Jenkins, Steve
Subject: FW: Uniontown
Attachments: Uniontown Sprayfield Storm Water 2 July 14 009.jpg; Uniontown Sprayfield Storm Water 2 July 14 010.jpg; Uniontown Sprayfield Storm Water 2 July 14 001.jpg; Uniontown Sprayfield Storm Water 2 July 14 002.jpg; Uniontown Sprayfield Storm Water 2 July 14 003.jpg; Uniontown Sprayfield Storm Water 2 July 14 004.jpg; Uniontown Sprayfield Storm Water 2 July 14 005.jpg; Uniontown Sprayfield Storm Water 2 July 14 006.jpg; Uniontown Sprayfield Storm Water 2 July 14 007.jpg; Uniontown Sprayfield Storm Water 2 July 14 008.jpg

Importance: High

Mr. Stevens,

As discussed by phone on July 7, 2014, the Department cannot authorize utilization of the new sprayfield using wastewater at this time. The NPDES permit for the new sprayfield does not contain a stormwater discharge outfall. When a rain event does occur and the drains are opened, there is the potential for the stormwater to contact the wastewater and be discharged. In addition, ADEM's Field Operations Division has indicated that the proper documentation to resolve the Cease and Desist Order issued to Baird Contracting for construction at the new field has not been submitted.

In addition to the above, the Department's concerns regarding the ability of the existing and new sprayfields to properly process the wastewater flow, as documented in the Phase I and II hydrologic reports submitted by Uniontown, have not been resolved.

If you have any additional questions, please do not hesitate to contact us.

Thank you,

Daphne Y. Smart, Chief
 Industrial/Municipal Branch
 Water Division

dsmart@adem.state.al.us
 334-270-5602
 334-279-3051 (fax)



Did you know you can submit your DMRs and SSOs online using our newly enhanced E2 DMR/SSO Reporting System? To sign up and learn more, please visit the Department's E2 Reporting System webpage [here](#).

From: Dean, Glenda
Sent: Monday, July 07, 2014 8:01 AM

To: Smart, Daphne Y; Anderson, Emily D
Subject: FW: Uniontown
Importance: High

Glenda L. Dean, Chief
Water Division
Alabama Department of Environmental Management
Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7823
www.adem.alabama.gov
gld@adem.state.al.us



*Did you know you can submit your DMRs and SSOs online using our newly enhanced E2 DMR/SSO Reporting System?
To sign up and learn more, please visit the Department's E2 Reporting System webpage [here](#).*

From: John H. Stevens [<mailto:jstevens@sentell.net>]
Sent: Thursday, July 03, 2014 2:16 PM
To: Lee, Sandra
Cc: Dean, Glenda
Subject: Uniontown

Sandra,

These are current pictures of the new east & west Uniontown Sprayfields
We would like to test the pipes and controls they are dry in 99% of the areas.
We can leave the drains shut and run the test, if you will OK that?

West pictures are 1, 5, 6, 7

East pictures are 3, 10

Ditch on outside of berms 2, 4

Ditch on south of west berm 8, 9

Please let me know.
Thanks,

John Stevens

Engineer's Estimate of Probable Construction Cost **SEWER WASTEWATER TREATMENT & SPRAYFIELD # 2**

			UNIONTOWN, ALABAMA		12-Jun-12
			Sentell Engineering, Inc		
Item	Quantity	Unit	Description	Unit Cost	Total
WASTEWATER TREATMENT PLANT					
1	1	LS	Mobilization/Demobilization	\$25,000.00	\$25,000.00
2	1	LS	Removal of Old Equipment	\$15,000.00	\$15,000.00
3	17,900	CY	Pond Cleaning Dewatering & Sludge Disposal	\$45.00	\$805,500.00
4	25,680	CY	Earthwork, cut	\$6.00	\$154,080.00
5	2317	SY	Slope Paving 4"	\$45.00	\$104,265.00
6	1	LS	Erosion Control	\$7,330.00	\$7,330.00
7	1	EA	Bar Screen Automated Complete w/ bypass	\$181,000.00	\$181,000.00
8	2525	CY	Raise Dike 1 foot	\$5.00	\$12,625.00
9	1	LS	Plug & Abandon Pipe #3 Pond	\$2,500.00	\$2,500.00
10	240	LF	18" D.I. Pipe	\$60.00	\$14,400.00
11	447	LF	16" D.I. Pipe	\$50.00	\$22,350.00
12	2	EA	Precast Concrete Splash Blocks	\$500.00	\$1,000.00
13	2	EA	16" MJ Gate Valve & Box	\$3,500.00	\$7,000.00
14	1	Lot	Bolt & Gasket Sets	\$1,500.00	\$1,500.00
15	3	EA	Concrete Vault	\$4,500.00	\$13,500.00
16	1	LS	Connect 4" & 6" Force Main	\$600.00	\$600.00
17	1	LS	Connect 6" Force Main to Manhole	\$2,001.00	\$2,001.00
18	2600	LF	Baffles	\$52.00	\$135,200.00
19	5	EA	Manholes	\$2,500.00	\$12,500.00
20	500	LF	New Chain Link Fence	\$16.06	\$8,030.00
21	1	LS	Site Grading	\$2,500.00	\$2,500.00
22	1	LS	New UV Structure & Equipment	\$180,000.00	\$180,000.00
23	1	LS	Equalizer Pipe Structure	\$2,000.00	\$2,000.00
24	1	LS	Required Electrical Work	\$40,900.00	\$40,900.00
25	1	LS	Power Allowance	\$25,000.00	\$25,000.00
26	1	LS	Grassing & Fertilizer	\$3,500.00	\$3,500.00
27	6	EA	4 HP Aerators	\$13,000.00	\$78,000.00
SPRAYFIELD					
28	35	AC	Clearing & Grubbing	\$750.00	\$26,250.00
29	35	AC	Seeding and Fertilizer	\$900.00	\$31,500.00
30	5600	LF	Fencing	\$4.00	\$22,400.00
31	3660	LF	2" PVC Sewer Force Main with Fittings	\$3.00	\$10,980.00
32	1090	LF	3" PVC Sewer Force Main with Fittings	\$4.00	\$4,360.00
33	1040	LF	4" PVC Sewer Force Main with Fittings	\$4.00	\$4,160.00
34	2040	LF	6" PVC Sewer Force Main with Fittings	\$8.00	\$16,320.00
35	3230	LF	8" HDPE SDR 11 Pipe	\$8.00	\$25,840.00
36	65	EA	Spray Head Assembly Rainbird 80E	\$962.00	\$62,530.00
37	5600	LF	Dike Construction	\$9.00	\$50,400.00
38	1	LS	Site Grading	\$15,000.00	\$15,000.00
39	2	EA	Gravel Driveways	\$5,000.00	\$10,000.00
40	80	LF	18" x 29" Arch RCP	\$40.00	\$3,200.00
41	4	EA	18" x 29" Arch RCP End Treatments	\$600.00	\$2,400.00
42	8530	CY	Unclassified Excavation	\$4.00	\$34,120.00
43	8	EA	3" Air Release Valve	\$1,500.00	\$12,000.00
44	8	EA	Solenoid Control Valve	\$400.00	\$3,200.00
45	1	EA	8" Diversion Valve	\$5,000.00	\$5,000.00
46	6	EA	Monitoring Well	\$1,500.00	\$9,000.00
				Construction Subtotal	\$2,205,941.00
Engineering Cat "D"		Administration Cost		5% Contingency	\$110,297
		Interest	\$117,000	Construction Cost	\$2,316,238
Sprayfield Permit	\$9,500	Legal	\$42,000	Engineering Design	\$166,769
Environmental	\$1,500	Land	\$130,000	Inspection Fee	\$138,974
Soil Drill	\$10,500	Equipment	\$30,000	Engineering Cat "D"	\$50,000
Prop. Survey	\$25,000	ADEM Per SW	\$1,500		
SW Permit	\$3,500	Sprayfield Per	\$5,019		
		Newspaper adv	\$2,500	Administration Fee	\$328,019
Sub Total	\$50,000	Sub Total	\$328,019	TOTAL COST	\$3,000,000



EXHIBIT 6



5 August 2014

Ms. Sandra Lee
ADEM
1400 Coliseum Blvd.
Montgomery, Alabama 36110

Dear Ms. Lee:

Re: Uniontown Sewer Progress Report

We have surveyed a route to the Black Warrior River, and laid out an easement. Two of the 3 parcels are recorded and the third is under contract, when it is purchased and recorded, the new owners will sign the easement. When the easement is signed we will provide ADEM with the discharge location.

We have contacted the railroad and have surveyed the railroad crossing in order to obtain a railroad permit. We are filling out the necessary forms. The environmental request letters were sent to Historical, Corps of Engineers, Fish & Wildlife and NRCS farmland for the force main project. Historical and Fish & wildlife have responded with approvals. We surveyed a cross section of the Black Warrior River at the discharge point and will turn that over to the Corps of Engineers.

We are continuing in the process of contacting pump and pipe suppliers for pricing of equipment. We are continuing to look for areas where the stormwater inflow could be coming from, and have delivered as build drawings to the City of Uniontown. The operators have not started to smoke test the manholes and lines.

We are waiting for permission from ADEM to test the new sprayfields. All work is complete except the testing; the project will remain open until that time and no new project will be funded until this current project is closed. The DMR's are looking very good at this time except for volume.

If you have any questions, please call us at 205-752-5564.

Sincerely,

SENTELL ENGINEERING, INC.

Cc: Mr. Nivory Gordon

John H. Stevens, P.E.

008274

LANCE R. LEFLEUR
DIRECTOR



ROBERT J. BENTLEY
GOVERNOR

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

October 9, 2014

Honorable Jamaal Hunter
Mayor, City of Uniontown
Post Office Box 1069
Uniontown, AL 36786

Dear Mayor Hunter:

History of Violations and Potential Adverse Impact on Human Health

As you are aware, the City of Uniontown's Wastewater Treatment System has a long history of recurring non-compliance with environmental permits and regulations. The mission of the Alabama Department of Environmental Management (ADEM) is to protect and improve the quality of Alabama's environment and the health of all its citizens. To that end, ADEM is tasked with issuing environmental permits with terms and conditions that are protective of human health and the environment, and with taking enforcement actions, as necessary, to ensure continued compliance with those permits.

With our mission at the forefront, ADEM has taken numerous administrative enforcement actions against the City in an attempt to bring it into compliance with its National Pollutant Discharge Elimination (NPDES) permit. Despite these efforts, violations of the NPDES permit, including releases of untreated and partially treated sewage, persist. These violations continue to have the potential to adversely impact human health and the environment.

Ongoing Litigation

In 2005, ADEM initiated litigation against Uniontown for cited violations. In 2008, the Perry County Circuit Court entered a Consent Decree requiring the City to comply with its NPDES permit by 2011. Upon the City's failure to comply with the Consent Decree, ADEM filed additional petitions, including a Contempt Petition and an application for a Temporary Restraining Order. As you are aware, this litigation is ongoing and is set for trial on October 15, 2014.

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S. W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)



Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
4171 Commanders Drive
Mobile, AL 36615-1421
(251) 432-6533
(251) 432-6598 (FAX)

008275

Hon. Jamaal Hunter
Mayor, City of Uniontown
October 9, 2014
Page Two

Agreement to Develop Solution and Report Progress

In a pretrial status conference on August 18, 2014, ADEM and the City agreed and relayed to the Court that Uniontown would submit to ADEM regular, detailed progress reports so that ADEM could assess progress the City is making to resolve the compliance issues prior to the October 15, 2014, trial date.

Failures to Develop Solution and Report Progress as Agreed

While ADEM acknowledges that some activity has been reported, the City has not presented a solution or made any real progress. ADEM has many areas of concern, which include but are not limited to:

- The City has not submitted a corrective action plan or a timeframe for compliance with the Consent Decree and the City's NPDES permit.
- The City has not submitted, as requested, a review of the possible technical options investigated by the City as corrective actions, or a justification for any chosen compliance option.
- The City is not communicating with ADEM as agreed. The City's consultant has been submitting incomplete and untimely monthly progress reports. As an example, the City did not report the City applying for an Alabama Department of Economic and Community Affairs (ADECA) grant from the State which is a component of the funding options being investigated.
- The City indicates it is obtaining easements to the Black Warrior River with no notification that discharge to the Black Warrior River is the chosen compliance option. Additionally, the City has not submitted any requests to ADEM for anticipated NPDES permit limitations to determine if the existing wastewater treatment system is capable of achieving the anticipated permit limits.
- The City has not informed ADEM of corrective actions currently being made to address continued unpermitted discharges at the older sprayfield (e.g., reduction of inflows to the wastewater treatment system, berm repair).
- City officials have not been actively engaged in discussions with ADEM, relying instead on the City's consultant to engage with ADEM.
- The City's consultant has requested approval to test the new sprayfield with wastewater despite information submitted to ADEM indicating that the sprayfield is not adequately sized. Also, the existing NPDES permit does not authorize a stormwater discharge.
- The City has not provided detailed information regarding the inflow and infiltration of stormwater to the plant, even though smoke testing was performed on the collection

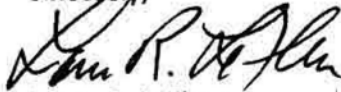
Hon. Jamaal Hunter
Mayor, City of Uniontown
October 10, 2014
Page Three

system. Corrective actions based upon actual flows to the treatment plant are key components to the proper operation and design of a treatment facility. The reported design flow of the system is 500,000 gallons per day, yet average monthly flows of approximately 1,000,000 gallons per day have recently been reported with a peak per day flow of more than 5,000,000 gallons.

- The City has not communicated to ADEM the methods it is investigating to obtain funding to implement a long-term solution.

As the above indicates, ADEM has little confidence that a coordinated effort is underway that will lead to the development and execution of an adequate corrective action plan. Based on the observed lack of progress to date, ADEM is very concerned that resolution of the ongoing compliance issues at the Uniontown Wastewater Treatment System will not be forthcoming. This situation must be resolved to protect public health and the environment in the Uniontown area. Accordingly, I have instructed our attorneys to pursue all legal remedies available to the Department in the pending Contempt proceedings against the City.

Sincerely,



Lance R. LeFleur
Director

cc: Representative Terri Sewell, Alabama 7th District
John Gibbs, Attorney for Uniontown
John Stevens, Sentell Engineering
Allen Bowen, USDA

EXHIBIT 8

Caldwell, Mattie

Subject: FW: Uniontown information
Attachments: Uniontown letter (6-18).pdf

From: Mark Barnett [mailto:barnem4@auburn.edu]
Sent: Friday, June 15, 2018 4:37 PM
To: Lee, Sandra <SLee@adem.alabama.gov>; Anderson, Emily D <EDAnderson@adem.alabama.gov>; Lutz, Daphne Y <DLutz@adem.alabama.gov>
Cc: Elliott, Mark <melliott@eng.ua.edu>; Kevin White <kwhite@southalabama.edu>
Subject: Uniontown information

Sandra, Emily, and Daphne,

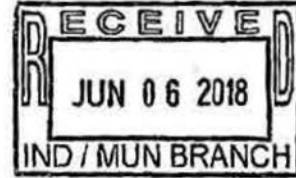
Dr. Elliott, Dr. White (both copied above) and I sent the attached letter to the Uniontown mayor and city council last week recommending that they get a second opinion/value engineering study before proceeding with their wholesale wastewater upgrades. This is just a recommendation from us as individuals.

Thanks and please let me know if you have any questions.

Mark

Mark O. Barnett, Ph.D., P.E., BCEE
Professor of Environmental Engineering and Associate Chair
Department of Civil Engineering
203 Harbert Center
Auburn University, AL 36849 USA
+1 (334) 844-6291 telephone
+1 (334) 844-6290 facsimile
www.eng.auburn.edu/users/barnettm

June 6, 2018



Honorable Mayor and City Council
 City of Uniontown
 100 Front Street
 Uniontown, Alabama 36786

Mr. Mayor and City Council,

As Alabama citizens and taxpayers who care about Uniontown, and as professors with expertise in wastewater systems, we recommend that you hire another engineering firm to perform a value engineering study of the proposed options for improving the Uniontown wastewater collection and treatment system before proceeding further. We estimate the cost of such a study would be on the order of \$50,000.

Our recommendation is based upon the lack of success from past improvement efforts and the significant cost of the proposed remedy (~\$20,000 per residential connection). While not criticizing the existing engineering study, we believe that an independent value engineering study would help the City of Uniontown in making informed decisions that will yield the best value for the project. We do not believe that Uniontown can afford another costly but unsuccessful attempt to improve its wastewater collection and treatment system.

We would be glad to help you proceed with the selection of another engineering firm to perform the value engineering study. Our main goal is to serve as an objective and non-partisan technical resource for the community and its citizens. Finally, please note that our affiliations (below) are included for identification purposes only. If you have questions or need additional information, please let us know.

Mark O. Barnett, Ph.D. P.E., BCEE
 Professor of Civil Engineering, Auburn University
 mark.barnett@auburn.edu
 +1 (334) 703-6613

Mark Elliott
 Associate Professor of Civil, Construction and Environmental Engineering, University of Alabama

Kevin White
 Professor & Chair of Civil, Coastal and Environmental Engineering, University of South Alabama
 kwhite@southalabama.edu
 +1 (251) 460-6174

008279

EXHIBIT 9

Black Warrior RIVERKEEPER®
712 37th Street South
Birmingham, AL 35222
Tel: (205) 458-0095
Fax: (205) 458-0094
nbrooke@blackwarriorriver.org
www.BlackWarriorRiver.org



March 17, 2017

Scott Ramsey, Chief
Industrial Section
Industrial/Municipal Branch
Water Division
Alabama Department of Environmental Management
1400 Coliseum Blvd.
Montgomery, AL 36110-2400

Re: Alabama Catfish, Inc. DBA Harvest Select (ADEM SID Permit # IU375300102)

Via Electronic Mail Only

Dear Mr. Ramsey:

As ADEM is keenly aware, the lagoon wastewater treatment system owned and operated by the City of Uniontown has been plagued with excessive flows and near constant inability to meet permit limits for almost thirty years. Unfortunately, throughout Uniontown's efforts to fix the problem under ADEM oversight, one major piece of the wastewater puzzle has gone unaddressed.

The contribution of wastewater by State Indirect Discharge (SID") permit holder Alabama Catfish, Inc. DBA Harvest Select ("Harvest Select"), has been a significant factor in the treatment issues at the lagoon, yet the City and ADEM have done little to address the high volume and potency of Harvest Select's wastewater. ADEM recently issued a draft SID permit to Harvest Select which, if finalized in its current form, will only serve to perpetuate the Uniontown Lagoon's inability to properly treat the community's wastewater.

We urgently request that ADEM substantially revise this draft permit to limit the amount of wastewater and nutrients that Harvest Select may discharge into the Uniontown Lagoon. We write on behalf of Black Warrior Riverkeeper, a nonprofit organization dedicated to protecting and restoring the Black Warrior River and its tributaries.

Harvest Select is permitted to discharge industrial process wastewater from its catfish processing operations into the Uniontown Lagoon. The chronic compliance failures at the Uniontown Lagoon have been the subject of serial enforcement actions by ADEM as well as a current lawsuit, *ADEM v. the Town of Uniontown*, Case No. 53-CV-2012-900021.00 (Perry Co. Cir. Ct.). The design capacity of the

008280

Uniontown Lagoon is permitted at 0.525 MGD, a volume consistently exceeded by the actual quantity of wastewater that passes through the lagoon. Over the years, the City of Uniontown and its engineers have placed the blame for the excessive volume only on infiltration and inflow (“I/I”) to the system. To be sure, I/I certainly plays a significant part in the overflows and treatment failures at the lagoon. However, the City and their engineers have routinely turned a blind eye to another major culprit in the ongoing wastewater debacle. For years, Harvest Select has been allowed to exceed the entire design capacity of the Uniontown Lagoon as necessary --- with no limitation or repercussions, or even recognition of the problem.

According to Sentell Engineering (the City of Uniontown’s consultant), Harvest Select is contributing an average of .25 MGD of wastewater each day, and on some days exceeds .5 MGD. (*Sentell Letter to ADEM September 30, 2014*). Although Sentell expressed surprise at this “unknown” volume in that letter, a quick review of Harvest Select’s ADEM permit file indicates the facility consistently and irrefutably has been discharging much more than the .1 MGD originally estimated and assumed by Sentell. Harvest Select’s 2012 draft permit reports their flow at .20 MGD (p. 28), although their highest flow for the preceding 12 months was reported to be .525 MGD (p. 29), coincidentally the design capacity of the Uniontown Lagoon. Black Warrior Riverkeeper also called attention to and expressed deep concern about the huge volume of wastewater contributed by Harvest Select and its implications for the struggling Uniontown Lagoon in comments submitted to ADEM on November 9, 2012, which were subsequently ignored by the Department. A detailed review of DMRs from Harvest Select underscores this critical point: on certain days, the catfish processor approaches or exceeds the design capacity of the already overtaxed Uniontown Lagoon.

Month	2014	2015	2016
January	Max 0.435	Max 0.405	Max 0.38
February	Max 0.446	Max 0.514	Max 0.38
March	Max 0.440	Max 0.511	Max 0.468
April	Max 0.342	Max 0.499	Max. 0.423
May	Max 0.42	Max 0.56	Max 0.499
June	Max 0.375	Max 0.37	Max 0.418
July	Max 0.38	Max 0.41	Max 0.350
September	Max 0.36	Max 0.383	Max 0.331
October	Max 0.52	Max 0.402	Max 0.356
November	Max 0.409	(missing)	Max 0.376
December	Max 0.451	Max 0.408	Max 0.333

Despite the fact that the volume of wastewater coming from Harvest Select is clearly interfering with treatment at the Lagoon as well as contributing to overflows at the Lagoon and Sprayfield #1, neither ADEM nor Uniontown ever thought to ensure that Harvest Select had properly calibrated, working flow meters. There are three ADEM inspection reports available for the last nine years on eFile dated February 24, 2009, August 25, 2015 and May 4, 2016, which chronicle the lack of proper

calibration of the two city water meters in place at Harvest Select to measure the amount of effluent they send to the Uniontown Lagoon. Are these meters accurately measuring Harvest Select's effluent flow? It appears ADEM does not know the answer to this question, and it also appears from documents filed by Sentell Engineering on behalf of Uniontown that the City does not either. Both the 2015 and 2016 ADEM inspection reports state that "ADEM personnel could not verify the correct installation of the city's flow meters due to lack of specialized equipment." It is evident that someone needs to validate the effluent flow measurement system at Harvest Select; the large volumes reported by the catfish processor may not even represent the total amount of wastewater discharged.

It is not just the overwhelming volume of Harvest Select's wastewater that is contributing to the failure of Uniontown Lagoon. The high concentration of nutrients in Harvest Select's treated effluent (Ammonia as Nitrogen, Nitrite/Nitrate as Nitrogen, and Total Phosphorous) is also overtaxing Uniontown's primitive lagoon system. See *USEPA R4's Diagnostic Evaluation and Report: Uniontown Wastewater Treatment Facility* (September 10-12, 2012) at 10-11. Despite this fact, the pretreatment standards remain unchanged. See *September 28, 2016 Letter from J. Williams, Uniontown Public Works Director, to W. Holt, ADEM*. Uniontown has missed an important opportunity to demand better pretreatment of the effluent and should revisit those standards to demand better pretreatment standards for Harvest Select's wastewater.

Just as concerning, ADEM's 2017 draft permit contains no limitations for any of these parameters of concerns. ADEM states in the draft permit (just as it did in the 2012 version) that "EPA has not promulgated specific pretreatment guidelines for [catfish processors] other than to stipulate compliance with the general requirements in 40 CFR 403. However, the lack of specific pretreatment standards excuses neither ADEM nor Uniontown from imposing stricter treatment requirements upon Harvest Select. Harvest Select, as a user of a publicly-owned treatment works (like the Uniontown Lagoon) may not introduce any pollutant(s) into the treatment works which cause pass through or interference. 40 C.F.R. § 403.5. This general prohibition applies whether or not the user is subject to other pretreatment standards or requirements. *Id.* ADEM has an obligation to write a local limit in the 2017 draft permit that will prevent the established, ongoing pass through and/or interference caused by both the volume and the nutrient concentration in Harvest Select's wastewater. But ADEM has failed to do so, even though the contributions of Harvest Select are demonstrably interfering with the treatment process of the Uniontown Lagoon.

As stated by the 2017 draft permit, proposed permit limits are based upon "EPA general requirements, [Best Professional Judgment] and local requirements." The permit defines local requirements as "protection of the operations of the POTW, water quality in the receiving stream, and sludge disposal concerns." Despite this definition, the 2017 draft permit contains no limitations on the flow volume or concentration of wastes that Harvest Select may discharge to the Uniontown Lagoon. This is so even though the discharge of Harvest Select's wastewater through the lagoon is contributing to a violation of water quality standards at the already impaired Cottonwood Creek, whose unnamed

tributary is adjacent to the Uniontown Lagoon, and to Freetown Creek, adjacent to the Lagoon's overwhelmed Sprayfield #1.

We note the 2017 draft permit indicates that Harvest Select has recently redesigned a lagoon cell which pretreats its effluent. The proffered explanation for this redesign is "the substantial increase in flow and loading anticipated." Uniontown Lagoon is presently unable to treat Harvest Select's effluent. We fail to understand how Uniontown or ADEM can even entertain the possibility of increased discharges from the catfish processor, which this statement appears to suggest. Moreover, a recent Sentell January 12, 2017 engineering report calculates the already large rainwater capture volume of Harvest Select's wastewater lagoon system. Given the rainwater capture volume, ADEM must require that Harvest Select construct covers for both cells to prevent the facility from contributing an even greater volume of wastewater.

The City of Uniontown is currently facing the expenditure of millions of dollars to upgrade its treatment system, after a recent \$4.8 million grant was exhausted without returning the lagoon to compliance. Until Uniontown can identify and implement a solution to bring its wastewater treatment system into compliance, it cannot afford to take unlimited and inadequately pretreated effluent from Harvest Select. ADEM must calculate a permit limit for the amount of wastewater Harvest Select can safely discharge to Uniontown. ADEM must also work with the City of Uniontown to ensure that the effluent receives adequate pretreatment. By failing to include a flow limitation in the draft permit ADEM effectively ignores the burden that Harvest Select is placing on Uniontown. By doing so, ADEM is allowing Harvest Select to externalize the cost of doing business on one of Alabama's poorest communities.

Harvest Select is a key contributor to the Uniontown Lagoon's chronic noncompliance with the Clean Water Act. It is past time for ADEM and Uniontown to meaningfully address Harvest Select's role in this noncompliance, which means illegal raw sewage overflows within the sewage collection system throughout Uniontown, onto private property and into area streams; illegal overflows at the Lagoon into the unnamed tributary to Cottonwood Creek resulting in more contamination of an already impaired stream, water pollution affecting people, livestock, and wildlife along the creek to its confluence with Big Prairie Creek, and all who use Big Prairie Creek all the way to its confluence with the Black Warrior River, where there are many homes and lots of fishermen; illegal overflows regularly occurring at Sprayfield #1 into Freetown Creek affecting local property owners, livestock, and wildlife its confluence with Chilatchee Creek, downstream users of Chilatchee Creek, and all who use Chilatchee Creek all the way to its confluence with the Alabama River, where there is a public use area, Chilatchee Park. Uniontown and ADEM cannot address this noncompliance without including the major contributors to the problem, like Harvest Select. The 2017 draft permit represents an opportunity to take meaningful measures to address the complicated problem that is Uniontown Lagoon. And by not taking advantage of this opportunity, ADEM is failing the citizens of Uniontown.

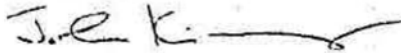
Alabama Catfish, Inc. DBA Harvest Select is owned by The Greene Group. The Greene Group's president is Paul W. Bryant, Jr. A prominent businessman should be taking a leadership role in ensuring that Uniontown's wastewater treatment system is being properly funded and operated. Rather, Bryant's company is taking advantage of Uniontown by burdening it with a large volume of partially treated wastewater, which contributes to regular overflows and violations of the city's wastewater treatment permit. It is time for Mr. Bryant to take responsibility for his company's impacts on the local community and environment, and take a leadership role in ensuring a swift resolution to this long lasting problem. It is also past time that ADEM live up to its responsibility and use the regulatory authority bestowed upon the Department by the State of Alabama and its citizens to put a stop to the ongoing pollution in Uniontown. By revising the current draft of Harvest Select's SID permit, ADEM has the opportunity to begin the process of mending the City of Uniontown.

For the River & Uniontown,

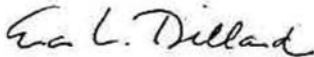
Black Warrior Riverkeeper, Inc.



Nelson Brooke
Riverkeeper



John Kinney
Enforcement Coordinator



Eva Dillard
Staff Attorney

cc: Maurice L. Horsey, IV, Chief
Municipal & Industrial Enforcement Section
USEPA R4 Clean Water Enforcement Branch

Mayor Jamaal Hunter
Uniontown

Uniontown City Council

Vera Davis (District 1)
Geneva Watts (District 2)
Don Moore (District 3)
Christine White (District 4)
Frank Braxton (District 5)

EXHIBIT 10

Caldwell, Mattie

Subject: FW: Uniontown May Monthly Report
Attachments: May Montly Report 2018.docx

From: Ed Morris [mailto:emorris@sentell.net]
Sent: Tuesday, June 5, 2018 8:04 AM
To: Lee, Sandra <Slee@adem.alabama.gov>
Subject: Uniontown May Monthly Report

Please review the attached document.

Sentell Engineering, Inc.
639 Black Bears Way
Tuscaloosa, Alabama 35401
205.752.5564 (O)
205.657-6651 (C)

SENTELL
ENGINEERING
CIVIL.STRUCTURAL.ENVIRONMENTAL.SURVEYING

June 5, 2018

Ms. Sandra Lee
ADEM
1400 Coliseum Blvd.
Montgomery, Alabama 36110

Re: Uniontown Sewer Progress
Report

Dear Ms. Lee:

The work on the sprayfield dikes has slowed down this month due to poor weather and a County bridge failure that required the equipment and personnel. The dikes of the third lagoon were repaired and the tropical depression has destroyed the repairs. The excess water from the depression caused all of the lagoons to overflow. The first lagoon overflowed into the second lagoon and into the third lagoon. The second lagoon overflowed into the third lagoon and into Cottonwood Creek. The third lagoon overflowed approximately over one fourth of its surface area into cottonwood creek. Working on a drawing of an emergency overflow pipe for the third lagoon.

Working on the preliminary engineering report for the collection system for a grant application while we review how to treat Southeastern Cheese and the leachate from Arrowhead landfill. We met with Demopolis waste water operator to explore them treating Uniontown's Waste Water. The board is receptive to the idea and the operator thinks that they have the capacity. We looked at routing the force main to the treatment facility and are exploring further the possibility.

If you have any questions, please call me at (205) 752-5564.

Sincerely,

SENTELL ENGINEERING, INC.

Ed Morris

Jobs/2014/14-043/ADEM report 4/30/18.doc

r, SEPTEMBER 13, 2018



ELECTRONICALLY FILED
4/11/2019 5:03 PM
53-CV-2012-900021.00
CIRCUIT COURT OF
PERRY COUNTY, ALABAMA
MIA JACOBS-TURNER, CLERK

DEPARTMENT OF AGRICULTURE
Rural Development

City of Uniontown: 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 the City of Uniontown, Alabama. The proposal is for rehabilitation of the city's wastewater collection system and construction of pump stations and a force main. The City of Uniontown has submitted an application to RUS for funding of the proposal.

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.

SUPPLEMENTARY INFORMATION: The City of Uniontown proposes to rehabilitate the city's wastewater collection system and construct screening facilities, pump stations and a force main to transport the wastewater to the City of Demopolis for treatment at their wastewater treatment plant. The existing treatment lagoons and effluent spray field would be decommissioned and reclaimed.

Sentell Engineering, 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.

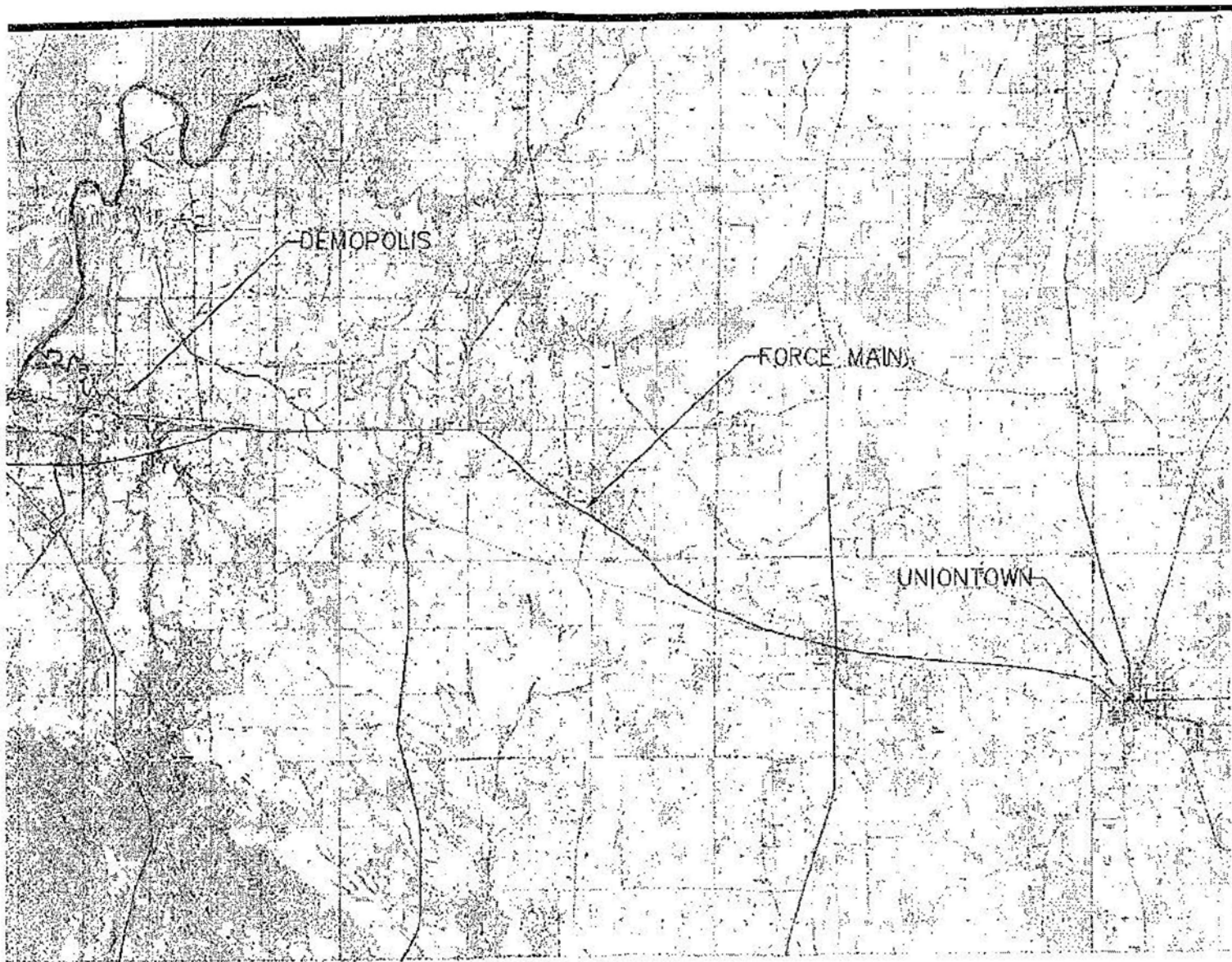
Any final action by RUS related to the proposed project will be subject to, and contingent upon, compliance with all relevant Federal environmental laws and regulations and completion of environmental review procedures as prescribed by 7 CFR Part 1970, Environmental Policies and Procedures.

A general location map of the proposal is shown below

Dated: September 8, 2018

008287

Dated: September 8, 2018



UNIONTOWN EAST QUADRANGLE
S: 8,17,18 T: 17N R: 6E

UNIONTOWN WEST QUADRANGLE
S: 6-13,17,18,19&30 T: 17N R: 5E&6E

GALLION QUADRANGLE
S: 1,27,28,34,35 T: 17N&18N R: 4E

OLD SPRING HILL QUADRANGLE
S: 29,32 T: 17N R: 3E

DEMOPOLIS QUADRANGLE
S: 23,26,27,28,29 T: 18N R: 3E

CASEMORE QUADRANGLE
S: 25,28,29,30 T: 18N R: 3E&4E

7.5 MINUTE SERIES TOPOGRAPHIC MAP

ALABAMA



Vicinity of Project



Scale 1" = 13,000 ft

City of Uniontown

008288

FIGURE

Black Warrior **RIVERKEEPER**[®]
712 37th Street South
Birmingham, AL 35222
Tel: (205) 458-0095
Fax: (205) 458-0094
edillard@blackwarriorriver.org
www.BlackWarriorRiver.org



September 21, 2018

Mr. Nivory Gordon, Jr., Area Director
U.S. Department of Agriculture Rural Development
321 Depot Street
Camden, Alabama 36726

Re: Uniontown Environmental Assessment

Via electronic mail only to Nivory.gordon@al.usda.gov

Dear Mr. Gordon:

Thank you for the opportunity to provide comments on the U.S. Department of Agriculture's ("USDA") Rural Utility Service ("RUS") Environmental Assessment ("EA") issued in connection with possible impacts related to a project proposed by the City of Uniontown, Alabama. The project involves the rehabilitation of the city's wastewater collection system and construction of collection systems and a force main to Demopolis, Alabama. Uniontown has submitted an application to RUS for funding of the project. We write on behalf of Black Warrior Riverkeeper, a nonprofit organization dedicated to protecting and restoring the Black Warrior River and its tributaries. The City of Uniontown and much of the proposed project is located in the Black Warrior River watershed.

We are glad to see progress toward what we hope will be a lasting solution to the chronic and pervasive pollution problems that have plagued Uniontown for over twenty years. However, without a correct diagnosis of all underlying factors that contribute to the problems, a meaningful solution will remain elusive. A USDA grant (the purpose of the advertised EA) addresses one of these underlying problems: funding. However, funding alone cannot solve Uniontown's problems. In the past, neither the City's engineering firm (Sentell Engineering or "Sentell") nor the Alabama Department of Environmental Management ("ADEM") have correctly identified all the underlying contributors to Uniontown's noncompliance. Unfortunately, the EA prepared by Sentell indicates that several of these factors remain either unknown or unaddressed. We urge the RUS to carefully evaluate all contributing factors to Uniontown's noncompliance and ensure that a sound engineering plan is prepared to comprehensively address all facets of the problem. Without this evaluation, this project, no matter how well intentioned or financed, is doomed to fail. Instead of solving Uniontown's problems, the project will only export them to Demopolis. We urge RUS to carefully examine the underlying assumptions

about the plan to pump Uniontown's waste to the Demopolis WWTP. Only then can the agency be assured that it is making sound decisions based on a *true* understanding of the environmental consequences of the proposed actions, and accordingly "take actions that protect, restore, and enhance the quality of the human environment. *See* 40 C.F.R. § 1970.1(a).

1. The Role of Industrial Dischargers Must Be Accurately Assessed and Understood.

The EA notes that approximately one fourth of the collection system was rehabbed and inflow metering was added to the Uniontown wastewater treatment system. EA §1.2. (This was done using a prior USDA grant and loan.) The data collected from the flow meter now "shows flow coming into the lagoon varying from 300,000 gallons per day to 5,000,000 gallons per day." *Id.* The EA states that the "excessive inflow still coming *through the collection system* allows flooding" of the treatment system, rendering those systems inoperable. (Emphasis added).

Over the years, Uniontown and Sentell have placed the blame for the excessive volume only on infiltration and inflow ("I/I") to the system. To be sure, I/I certainly plays a significant part in the overflows and treatment failures at the Lagoon. We agree that repair of the collection system is the logical starting point for rehabilitation. However, Uniontown and Sentell have routinely ignored other major contributors to the ongoing wastewater debacle. For years, industrial discharger Harvest Select (aka Alabama Catfish) has been allowed to exceed the entire design capacity of the Uniontown Lagoon at times --- with no flow or volume limitation or repercussions, or even recognition of the problem.

According to Sentell, Harvest Select is contributing an average of .25 MGD of wastewater each day, and on some days exceeds .5 MGD. (*Sentell Letter to ADEM September 30, 2014*). Although Sentell expressed surprise at this "unknown" volume in that letter, a quick review of Harvest Select's publicly available discharge monitoring reports ("DMRs") indicates the facility consistently discharges much more than the .1 MGD originally assumed by Sentell prior to receiving the estimates above. Harvest Select's 2012 SID permit (still in force) estimates their average flow at .20 MGD. However, from January through May of 2018, Harvest Select's DMRs indicate an average flow of around 340,000 gallons per day with peak flows routinely exceeded 700,000 gallons per day, even reaching 938,000 gallons on January 17, 2018. For reference, the entire design capacity of the Uniontown Lagoon is 525,000 gallons per day.

Riverkeeper has documented and expressed deep concern to ADEM about the amount of wastewater contributed by Harvest Select and its implications for the Lagoon, to no avail. Astoundingly, Harvest Select's draft 2017 SID permit (still not finalized) contained no volumetric limits. A detailed review of DMRs from Harvest Select underscores this critical point: on many days, the catfish processor approaches or even exceeds the total design capacity of the entire Lagoon system. The table below, based upon Harvest Select's DMRs, summarizes the data they have reported during 2017 and the first half of 2018.

Harvest Select Flow Data		
	Avg Flow (MGD)	Max Flow (MGD)
May - '18	289,935	873,270
Apr - '18	320,505	710,620
Mar - '18	414,081	790,110
Feb - '18	333,648	793,741
Jan - '18	347,699	938,810
Dec - '17	None Reported	
Nov - '17	261,009	893,240
Oct - '17	None Reported	
Sep - '17	271,217	876,120
Aug - '17	271,056	880,910
Jul - '17	352,221	999,720
Jun - '17	184,380	490,879
May - '17	315,485	988,290
Apr - '17	None Reported	
Mar - '17	202,590	304,630
Feb - '17	None Reported	
Jan - '17	162,275	287,646

As demonstrated by the table, the average flow from Harvest Select often accounts for more than half of the entire capacity of the Uniontown Lagoon. And the peak flows from Harvest Select frequently far exceed the Lagoon's design capacity.

It is essential that a properly working, regularly calibrated flow meter accurately record Harvest Select's wastewater inputs to the lagoon. Although Harvest Select performs some modest pretreatment, the wastewater it sends to Uniontown is rich in nutrients with high BOD. Without adequate pretreatment, the Harvest Select waste could exacerbate the Demopolis WWTP's BOD issues (discussed *infra*).

Although the EA makes no mention of these facts, according to a June 5, 2018 report by Sentell other area major industrial dischargers also may be permitted to tie into the proposed system: Sentell was "[w]orking on the preliminary engineering report for the collection system for a grant application while we review how to treat Southeastern Cheese and the leachate from Arrowhead landfill."

Southeastern Cheese Corp. ceased discharging to the Lagoon in April 2012, primarily because its nutrient-rich wastewater, often with high CBOD, continually overwhelmed the Lagoon's treatment system. While discharging to the Uniontown Lagoon, Southeastern Cheese was on ADEM's list of state indirect dischargers in significant noncompliance of permit conditions and limitations for the calendar years of 2012, 2011, 2010, 2009, 2008 and 2006. After ceasing discharge to the Lagoon, Southeastern

Cheese began to land apply its waste (an abysmal failure); those land application rates were based upon a presumed production of 52,304,651 gallons of waste per year. *See Neel-Schaffer, Inc. Nutrient Management and Compliance Plan for Southeastern Cheese* (October 2015) at 1. Without meaningful pretreatment, which Southeastern Cheese has been unable to accomplish in the past, the cheesemaker's waste could compromise the Demopolis WWTP's operations just as it did Uniontown's.

The Arrowhead Landfill currently trucks its leachate to the Demopolis WWTP, so technically its contributions are already a part of the plant's current load. However, trucking leachate is expensive so presently Arrowhead has every incentive to minimize its discharges to the WWTP. However, if Arrowhead can pipe its leachate, the incentives to minimize discharges are removed. While the SID discharge from Arrowhead currently measures an average of between 20,000 to 30,000 gallons per day according to recent DMRs, the SID permit allows for a monthly average volume of 150,000 gallons per day with a maximum allowable daily discharge of 300,000 gallons. When evaluating the project, the maximum amount of wastewater Arrowhead is permitted to discharge must be considered, not just what they are discharging now. Given the type of waste Arrowhead is known to handle (i.e coal ash), it is critical that appropriate pretreatment requirements be imposed that will remove some of the heavy metals, extremely high ammonia concentrations and other pollutants present in their leachate. Without this step, we are concerned whether Demopolis can properly treat the projected increased flows of leachate wastewater.

2. The Demopolis Plant Must Be Upgraded and its Treatment Capacity Increased.

The only scenario in which the proposal to send Uniontown's sewage to the Demopolis WWTP might be feasible is if the wastewater treatment plant can handle the additional loading. Unfortunately, without major upgrades to the current configuration of the Demopolis WWTP, that simply doesn't seem to be the case. The plant is currently struggling just to treat its waste stream at present levels. Flow through the Demopolis WWTP has exceeded the plant's design capacity in four or more months in each of the past five years. The data in the table below was extracted from the plant's five most recent Municipal Water Pollution Prevention (MWPP) Annual Reports.

Demopolis WWTP		
Date	Design Capacity	Flow
Jan - '13	2.65 MGD	3.285 MGD
Feb - '13	2.65 MGD	3.640 MGD
Mar - '13	2.65 MGD	2.850 MGD
Apr - '13	2.65 MGD	6.304 MGD
Dec - '13	2.65 MGD	2.904 MGD
Jan - '14	2.65 MGD	3.023 MGD
Feb - '14	2.65 MGD	3.506 MGD
Mar - '14	2.65 MGD	2.923 MGD

Apr - '14	2.65 MGD	3.125 MGD
Jan - '15	2.65 MGD	2.827 MGD
Feb - '15	2.65 MGD	2.836 MGD
Mar - '15	2.65 MGD	3.197 MGD
Dec - '15	2.65 MGD	3.034 MGD
Jan - '16	2.65 MGD	2.769 MGD
Feb - '16	2.65 MGD	2.920 MGD
Mar - '16	2.65 MGD	3.635 MGD
Apr - '16	2.65 MGD	2.911 MGD
Jan - '17	2.65 MGD	3.010 MGD
Feb - '17	2.65 MGD	2.740 MGD
Mar - '17	2.65 MGD	2.970 MGD
Jun - '17	2.65 MGD	3.270 MGD

According to an Engineering Report recently filed with ADEM by Uniontown, Sentell estimates that Uniontown would need 1.25 MGD of treatment capacity for its municipal and industrial waste stream. If the Demopolis WWTP had been receiving the additional 1.25 MGD from Uniontown, the Demopolis plant would have exceeded its flow design capacity in all twelve months in 2017. It should be noted that peak flows in the Uniontown wastewater system often far exceed the 1.25 MGD average estimate, at times even approaching 5 MGD as confirmed by the EA (§ 1.2).

Flow is not the only issue currently stressing the Demopolis WWTP. The plant currently has very little, if any, capacity for additional loading of BOD/CBOD. According to the facility's MWPP Annual Reports, the plant has design criteria for BOD loading of 4,836 pounds per day. The actual BOD loading at the plant has exceeded that design criteria in several months over the past five years. Again, the data below was extracted from the facility's MWPP Annual Reports.

Demopolis WWTP		
Date	BOD Loading Capacity	BOD Load
Mar - '13	4836 ppd	5049.76 ppd
Feb - '14	4836 ppd	5185.30 ppd
Mar - '14	4836 ppd	5189.92 ppd
Jun - '15	4836 ppd	5252.59 ppd
Jul - '15	4836 ppd	6806.89 ppd
Dec - '15	4836 ppd	6283.12 ppd
Mar - '16	4836 ppd	5843.20 ppd

2017 was the only year (out of the past 5) in which BOD loading never exceeded the design criteria. The additional flow from Uniontown will further stress the BOD loading of the Demopolis plant, especially given that Uniontown's wastewater already has an abnormally high BOD load due to

the contributions from Alabama Catfish (dba Harvest Select). This will be drastically exacerbated if wastewater from Southeastern Cheese is added to the mix.

While the BOD contribution from Harvest Select to the Uniontown Lagoon has averaged only 120.89 ppd over the past two years, peak BOD loading from the fish processor has exceeded 1000 ppd at least twice in the first half of 2018.

Alabama Catfish (Harvest Select)			
Date	Flow (Gallons)	BOD (mg/L)	Max Loading (lb/day)
5/1/2018	796,890	257	1708.96
4/3/2018	656,480	183	1002.47

The figures above were taken from DMRs submitted by Harvest Select to ADEM. These slugs of high BOD could overwhelm the plant and disrupt the treatment process.

The proposed addition of wastewater from Southeastern Cheese, and its BOD load, is far more concerning. When Southeastern Cheese was connected to the Uniontown Lagoon they were required to submit DMRs in accordance with their SID permit. When discharging in 2011 and 2012 (the two most recent years for which data is available), the monthly average BOD load to the Uniontown Lagoon ranged from 169 ppd to over 6,000 ppd, as noted in the table below.

Southeastern Cheese			
	Avg. Flow (Gallons)	Avg BOD Concentration (mg/L)	Avg BOD Loading (lbs/d)
Mar - '12	98,634	8,092	6,660.13
Feb - '12	24,406	3,706	754.75
Jan - '12	82,179	5,913	4,054.80
Dec - '11	5,431	3,730	169.04
Nov - '11	8,493	6,263	443.86
Oct - '11	No Discharge		
Sep - '11	No Discharge		
Aug - '11	No Discharge		
Jul - '11	18,062	3,356	505.81
Jun - '11	16,097	8,716	

			1,170.75
May - '11	41,223	10,396	3,576.07
Apr - '11	27,686	18,890	4,364.08
Mar - '11	39,450	11,453	3,770.22
Feb - '11	12,512	4,600	480.27
Jan - '11	No Discharge		

As highlighted in the table below, the maximum BOD contributions from Southeastern Cheese during that time period were far greater than the average concentrations even exceeding 15,000 ppd on several occasions.

Southeastern Cheese			
Date	Flow (Gallons)	BOD (mg/L)	Max Loading (ppd)
3/22/2012	148,250	12,400	15,339.70
2/28/2012	147,980	5,120	6,322.28
1/19/2012	131,090	14,800	16,189.44
12/29/2011	76,030	4,520	2,867.64
11/16/2011	134,940	6,230	7,015.03
6/28/2011	53,890	16,000	7,194.96
5/17/2011	126,830	14,500	15,345.83

The ability of the Demopolis WWTP to actually treat the municipal and industrial wastewater stream from Uniontown should be a determining factor in evaluating whether this proposal is even feasible. If Demopolis cannot demonstrate such ability through a comprehensive engineering evaluation, this proposal should be a non-starter. In the alternative, if Demopolis plans significant upgrades to its treatment plant in order to accommodate the increased waste load, any documents related to such an upgrade should be made available to the public and should have been a prerequisite prior to even considering the EA for the current proposal. A central goal of this process must be to ensure that the ongoing pollution issues in Uniontown, the Black Warrior River and the Alabama River, are not simply passed on to Demopolis and the Tombigbee River. Adequate ability to handle and properly treat

influent wastewater volume and pollutant loading prior to discharge into the Tombigbee River must be engineered and assured.

3. Many Uniontown Residents Must Have Financial Help to Tie into the System.

Federal agencies must consider environmental justice when evaluating their actions under NEPA. We understand that the proposed project in part is intended to benefit environmental justice communities in the Black Belt, not only by alleviating the pollution that threatens Uniontown but also by creating infrastructure that could recruit businesses and improve the area economy. However, how will the many residents of Uniontown who live at or below the poverty line afford to connect to the system? It is unclear from the EA whether the proposed funding will be a grant or a hybrid grant/loan. Presumably, residents within a certain radius of the system will be required to hook up to the system. As RUS looks at the many moving parts of this project, funding assistance for the residents who cannot afford to hook up to the system or those who may struggle to pay increased rates must be considered.

4. Past Mistakes By Sentell Should Disqualify it from Working on this Project.

We discussed Sentell's failure to review ADEM documents to accurately assess Harvest Select's contributions to the Lagoon's failures. As the USDA is painfully aware, Sentell was also responsible for the construction of a sprayfield (with USDA grant funds) that was never viable and never used.

When ADEM advertised a 2012 modification of Uniontown's NPDES permit to authorize the application of treated wastewater from the Lagoon at a second sprayfield (Sprayfield #2), we submitted a public comment letter outlining numerous concerns about the proposed permit modification. Chief among these concerns was the geology in the area of the proposed Sprayfield #2 being unsuitable for land application. Despite these concerns, ADEM issued the permit modification without requiring any percolation or geological testing at Sprayfield #2 to determine whether the proposed site was suitable for the land application. Despite these concerns, Sentell proceeded with the construction of Sprayfield #2 without performing tests to determine whether the soil at the site could absorb the wastewater. Although construction was completed, Sprayfield # 2 was never put in service because the soils could not properly process the wastewater flow. Based upon the budget submitted to USDA for the sprayfield, a conservative estimate for the cost of a useless Sprayfield # 2 is \$512,000 (\$348,360 in total construction costs; \$130,000 for the land purchase; \$25,000 for a property survey; \$9,500 for permitting). This estimate does not include engineering design or inspection fees, which would likely push the estimate higher.

The ADEM file also tells the story of Sentell's next proposed solution: a forced main pipeline and direct discharge to the main stem of the Black Warrior River, some twenty two miles away. Despite the fact Sentell has not requested an ADEM waste load allocation nor determined whether the plant could even achieve the level of treatment necessary to meet prospective permit limits for the proposed discharge, Sentell determined the path and the City began signing contracts for the purchase of

necessary right-of-way. ADEM, to its credit, has never permitted the direct discharge, because the Lagoon would not be able to meet permit limits in its current condition.

With the direct discharge off the table, Sentell next recommended a constructed wetland treatment system, the final cost of which was omitted from the version of Sentell's February 2018 engineering report that is available in ADEM's records.. At that point, engineers from the University of Alabama and Auburn University recommended that Uniontown hire another engineering firm to perform a values engineering study of the options proposed by Sentell, due to the "lack of success from past improvement efforts."

Respectfully, we think it is time that Uniontown turned a new page and engaged another engineering firm to design and oversee the implementation of the proposed project. We encourage RUS to place any necessary conditions on the proposed grant to ensure that this project succeeds. Our members from Uniontown have long monitored the problems at the Lagoon as well as the many mistakes made in trying to fix those problems. It is heartbreaking that improvements from the previous USDA grant of \$4.8 million dollars failed to alleviate many of the system's problems. The money is gone, but according to a March 20, 2018 ADEM status report in its long running litigation against Uniontown, wastewater continues to drain to Freetown Creek and "[n]ew and additional wastewater treatment lagoon overflows" have released wastewater to Cottonwood Creek." "Overflows at [Sprayfield #1] and treatment lagoons have been chronic issues and appear to be increasing in number, volume and frequency." Sentell's failure to properly identify and quantify the full contributions of industrial contributors to wastewater flow, as well as their previous failures to properly engineer a solution to Uniontown's wastewater treatment issues when given the chance should disqualify the firm from continuing to work on this project.

Conclusion

In order for this second USDA grant/loan to be successful, meaningful consideration of shortcomings in Uniontown Lagoon's collection and treatment infrastructure, careful review of past and current operational histories of all wastewater producers in Uniontown, a robust costs analysis including additional bids, and a sincere look at Demopolis WWTP's design and compliance shortcomings must be undertaken. In order for a thorough analysis to be performed, it is essential that USDA allow stakeholders – such as Black Belt Citizens Fighting for Health & Justice and Black Warrior Riverkeeper – a seat at the table to ensure all pertinent information is meaningfully considered. We have important information and valid insight to offer that will provide a critical check-and-balance that can help avoid repeating the mistakes which occurred during use of the prior USDA \$4.8M grant.

Thank you for your consideration of our comments. Please do not hesitate to contact us if you have any questions or if you require any additional information.

For the river,



Nelson Brooke
Riverkeeper



John Kinney
Enforcement Coordinator



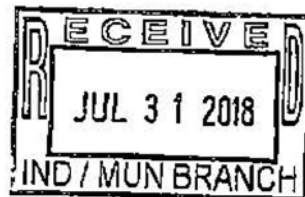
Eva Dillard
Staff Attorney

cc: Allen Bowen, Community and Business Programs Director
United States Department of Agriculture
Rural Development

EXHIBIT 14



July 31, 2018



Ms. Sandra Lee
ADEM
1400 Coliseum Blvd.
Montgomery, Alabama 36110

Re: Uniontown Reply to April 2018 Court Update

Dear Ms. Lee:

ADEM requested three issues to be addressed in the April 2018 briefing with the court.

1) The Mayor or a representative of the city of Uniontown shall make every effort to attend all status conferences and monthly calls held between the City and the department.

a. The schedule for the monthly meetings were changed to 9:45 to facilitate the Mayor being more able to be present with the monthly meetings. At times that the Mayor cannot participate at the meetings a council member or member of the Mayor's staff will make every effort to attend.

2) The defendant shall submit, within ninety days of this order, all current information of its efforts to secure potential sources of funding and any plan of action that exist to obtain such funding.

a. March 12, 2018 the city contacted Senator Shelby's office requesting assistance with funding. March 28, 2018 the city contacted Senator Jones's office requesting assistance with funding. A grant writer for the city is researching an economic development grant. The city is actively applying for a USDA grant. An extra ordinary amount of time and resources are being used to accomplish this effort in time for the 2018 deadline.

3) The defendant shall submit, within ninety days of this order, a written plan, prepared by an Alabama registered professional engineer, to the department detailing a plan of action to reduce influent flows to the wastewater collection and treatment system, and to prevent catastrophic breeches of the treatment lagoons and spray field. If the proposed plan of action includes intentional diversion of wastewater from any portion of the waste treatment facility and/or spray field (i.e. bypass), the requirements of ADEM Administrative Code 335-6-6-.12(m) must be met.

a. The plan of action to reduce influent to the treatment facility has been addressed in the February 12, 2018 engineering report to ADEM. Until funds are available to rehabilitate the collection system as outlined in the report, the treatment system will continue to see flows that exceed the capacity of the pumps and force main to the spray field. This excess flow will fill and overflow the lagoons with potential for catastrophic failures including loss of life, personal injury, or severe property damage. The city crews are looking for areas that have obvious high inflow from a point source that can be identified and corrected with in-house forces.

008300


Due to these circumstances, the city will install emergency overflow pipes at the lagoon and the spray field for the expressed reason of emergency overflow. This work can only be done by local forces when the lagoon is at or below normal operating levels.

The emergency bypass pipe at the lagoon will discharge when the lagoon reaches two feet below the top of the dykes. The normal level of the lagoon operates at three feet below the top of the dykes. The emergency bypass pipe will be installed at the far south end of the spray field property to keep all of the discharge on city property until it intersects Freetown creek. This will prevent further severe property damage of other properties. It shall be noted that due to the amount of flow going to the spray field, the emergency bypass will discharge continuously until the collection system is rehabilitated. The work should be completed by the end of August, 2018.

If you have any questions, please call me at (205) 752-5564.

Sincerely,

SENTELL ENGINEERING, INC.



Gilbert I. Sentell, P.E., P.L.S.

EXHIBIT 15

ADEM Water Division Mailout

From: ADEM Water Division Mailout
Sent: Friday, March 29, 2019 10:32 AM
To: 'terrytyson04@yahoo.com'
Cc: Lee, Sandra
Subject: eSSO Report Submission



TO: Terrence Tyson

FROM: Emily Anderson, Chief
Municipal Section
Industrial/Municipal Section
Water Division

RE: NPDES Permit No. AL0063657
City of Uniontown
Uniontown Wastewater Treatment Facility
Lucian Street
Uniontown, Perry County, AL

SUBJECT: eSSO Submission Indicating an Ongoing SSO
eSSO Submission ID: 217647
SSO Start Date/Time: 3/18/2018 5:00:00 PM

The Department's E2 Reporting System indicates that the SSO event reported in the above referenced eSSO submission is ongoing. If this SSO event has ceased, please log in to the Department's E2 Reporting System and revise this report to provide the SSO End Date and Time. You may find this report by clicking on **SUBMITTALS/REVISIONS** under the **REPORT MANAGEMENT** section of the webpage, selecting Report Type **SSO EVENT REPORT**, entering the Submission ID referenced above, and clicking **SEARCH**. When the eSSO report is selected, the E2 Reporting System will open the summary page for the SSO event. Click **REVISION** to open and revise the eSSO report. When the revised report is submitted, a new eSSO Submission ID will be created for the report.

Please be aware that the Department has updated the E2 Reporting System and ADEM Form 415 to require the latitude and longitude for every notifiable SSO and is in the process of updating its NPDES permit conditions to require these coordinates for every notifiable SSO. The submittal of this information will allow the Department to readily provide more accurate information to the public regarding SSOs. Toward this effort, the Department now publishes on its website a map of reported sanitary sewer overflows that are ongoing or that ceased in the prior ten days. Therefore, it is critical that SSO reports are updated with the date and time that an SSO ceased. This map may be viewed at <http://gis.adem.alabama.gov/ss0/index.html>.

If you have any questions regarding SSO notification and reporting requirements, please contact Sandra Lee by telephone at (334) 274-4223 or by email at slee@adem.alabama.gov.

008302

ADEM Water Division Mailout

From: ADEM Water Division Mailout
Sent: Friday, March 29, 2019 10:32 AM
To: 'terrytyson04@yahoo.com'
Cc: Lee, Sandra
Subject: eSSO Report Submission



TO: Terrence Tyson

FROM: Emily Anderson, Chief
 Municipal Section
 Industrial/Municipal Section
 Water Division

RE: NPDES Permit No. AL0063657
 City of Uniontown
 Uniontown Wastewater Treatment Facility
 Lucian Street
 Uniontown, Perry County, AL

SUBJECT: eSSO Submission Indicating an Ongoing SSO
 eSSO Submission ID: 231220
 SSO Start Date/Time: 12/22/2017 12:00:00 PM

The Department's E2 Reporting System indicates that the SSO event reported in the above referenced eSSO submission is ongoing. If this SSO event has ceased, please log in to the Department's E2 Reporting System and revise this report to provide the SSO End Date and Time. You may find this report by clicking on **SUBMITTALS/REVISIONS** under the **REPORT MANAGEMENT** section of the webpage, selecting Report Type **SSO EVENT REPORT**, entering the Submission ID referenced above, and clicking **SEARCH**. When the eSSO report is selected, the E2 Reporting System will open the summary page for the SSO event. Click **REVISION** to open and revise the eSSO report. When the revised report is submitted, a new eSSO Submission ID will be created for the report.

Please be aware that the Department has updated the E2 Reporting System and ADEM Form 415 to require the latitude and longitude for every notifiable SSO and is in the process of updating its NPDES permit conditions to require these coordinates for every notifiable SSO. The submittal of this information will allow the Department to readily provide more accurate information to the public regarding SSOs. Toward this effort, the Department now publishes on its website a map of reported sanitary sewer overflows that are ongoing or that ceased in the prior ten days. Therefore, it is critical that SSO reports are updated with the date and time that an SSO ceased. This map may be viewed at <http://gis.adem.alabama.gov/ss0/index.html>.

If you have any questions regarding SSO notification and reporting requirements, please contact Sandra Lee by telephone at (334) 274-4223 or by email at slee@adem.alabama.gov.

008303



AlaFile E-Notice

53-CV-2012-900021.00

Judge: HON. MARVIN W. WIGGINS

To: PATTY REBECCA EMILY
REP@adem.alabama.gov

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF PERRY COUNTY, ALABAMA

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT V. CITY OF UNIONTOWN, A
53-CV-2012-900021.00

The following matter was FILED on 4/11/2019 5:04:20 PM

ZI BLACK WARRIOR RIVERKEEPER & BLACK BELT CITIZENS

MOTION TO INTERVENE

[Filer: DILLARD EVA LOVELACE]

Notice Date: 4/11/2019 5:04:20 PM

MIA JACOBS-TURNER
CIRCUIT COURT CLERK
PERRY COUNTY, ALABAMA
P.O. BOX 505
MARION, AL, 36756

334-683-6106
mia.turner@alacourt.gov

008304



ELECTRONICALLY FILED
4/11/2019 5:03 PM
53-CV-2012-900021.00
CIRCUIT COURT OF
PERRY COUNTY, ALABAMA
MIA JACOBS-TURNER, CLERK

STATE OF ALABAMA

Revised 3/5/08

Cas

Unified Judicial System

53-PERRY

☐ District Court ☒ Circuit Court

CV2

ALABAMA DEPARTMENT OF ENVIRONMENTAL
MANAGEMENT V. CITY OF UNIONTOWN, A

CIVIL MOTION COVER SHEET

Name of Filing Party: ZI - BLACK WARRIOR RIVERKEEPER &
BLACK BELT CITIZENS

Name, Address, and Telephone No. of Attorney or Party. If Not Represented.

EVA LOVELACE DILLARD
710 37TH STREET SOUTH
BIRMINGHAM, AL 35222

Attorney Bar No.: DIL017

☐ Oral Arguments Requested
TYPE OF MOTION**Motions Requiring Fee**

- ☐ Default Judgment (\$50.00)
Joinder in Other Party's Dispositive Motion
(i.e. Summary Judgment, Judgment on the Pleadings,
or other Dispositive Motion not pursuant to Rule 12(b))
(\$50.00)
- ☐ Judgment on the Pleadings (\$50.00)
- ☐ Motion to Dismiss, or in the Alternative
Summary Judgment (\$50.00)
- Renewed Dispositive Motion (Summary
Judgment, Judgment on the Pleadings, or other
Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)
- ☐ Summary Judgment pursuant to Rule 56 (\$50.00)
- ☒ Motion to Intervene (\$297.00)
- ☐ Other _____
pursuant to Rule _____ (\$50.00)

*Motion fees are enumerated in §12-19-71(a). Fees
pursuant to Local Act are not included. Please contact the
Clerk of the Court regarding applicable local fees.

☐ Local Court Costs \$ 0 _____

Motions Not Requiring Fee

- ☐ Add Party
- ☐ Amend
- ☐ Change of Venue/Transfer
- ☐ Compel
- ☐ Consolidation
- ☐ Continue
- ☐ Deposition
- ☐ Designate a Mediator
- ☐ Judgment as a Matter of Law (during Trial)
- ☐ Disburse Funds
- ☐ Extension of Time
- ☐ In Limine
- ☐ Joinder
- ☐ More Definite Statement
- ☐ Motion to Dismiss pursuant to Rule 12(b)
- ☐ New Trial
- ☐ Objection of Exemptions Claimed
- ☐ Pendente Lite
- ☐ Plaintiff's Motion to Dismiss
- ☐ Preliminary Injunction
- ☐ Protective Order
- ☐ Quash
- ☐ Release from Stay of Execution
- ☐ Sanctions
- ☐ Sever
- ☐ Special Practice in Alabama
- ☐ Stay
- ☐ Strike
- ☐ Supplement to Pending Motion
- ☐ Vacate or Modify
- ☐ Withdraw
- ☐ Other _____
pursuant to Rule _____ (Subject to Filing Fee)

Check here if you have filed or are filing contemporaneously
with this motion an Affidavit of Substantial Hardship or if you
are filing on behalf of an agency or department of the State,
county, or municipal government. (Pursuant to §6-5-1 Code
of Alabama (1975), governmental entities are exempt from
prepayment of filing fees) ☐

Date:
4/11/2019 4:22:40 PM

Signature of Attorney or Party
/s/ EVA LOVELACE DILLARD



IN THE CIRCUIT COURT OF PERRY COUNTY, ALABAMA

ALABAMA	DEPARTMENT	OF	
ENVIRONMENTAL MANAGEMENT,)	
Plaintiff,)	
)	
V.)	Case No.: CV-2012-900021.00
)	
CITY OF UNIONTOWN, ALABAMA,)	
Defendant.)	

ORDER GRANTING MOTION TO INTERVENE

It appearing that Intervenors and their its members are persons within the meaning of Ala.Code § 22-22A-5(18)(b) and that they demonstrate an interest that “is or may be adversely affected” by Uniontown’s alleged unlawful discharges into Cottonwood Creek, Freetown Creek and their tributaries so as to authorize intervention as a matter of right under Ala.Code 1975, § 22-22A-5(18)(b) and Ala. R. Civ. P. 24(a)(1), the Court hereby **GRANTS** the Motion to Intervene filed by Black Warrior Riverkeeper and Black Belt Citizens Fighting for Health and Justice. *See Black Warrior Riverkeeper, Inc. v. East Walker County Sewer Authority and Alabama Department of Environmental Management*, 979 So.2d 69 (Ala. Civ. App. 2007).

DONE this[To be filled by the Judge].

/s/[To be filled by the Judge]
CIRCUIT JUDGE

008306

From: mike@eosutilityservices.com
To: [Bowen, Allen - RD, Montgomery, AL](#)
Subject: FW: Uniontown - EOS - Contract Assignment
Date: Wednesday, February 19, 2020 9:03:31 AM
Attachments: [Doc# 42995515_v_2_EOS - Contract Assignment to Waterworks and Sewer Board.DOCX](#)
[EOS - Uniontown - Assignment Redline.pdf](#)

FYI

From: Lawrence, William <blawrence@burr.com>
Sent: Friday, February 14, 2020 1:36 PM
To: Prince Chestnut <chestnutlawfirm@gmail.com>
Cc: mike@eosutilityservices.com; Given, Robert <rgiven@burr.com>
Subject: RE: Uniontown - EOS - Contract Assignment

Good Afternoon Prince,

Attached are clean and redlined versions of the proposed contract. EOS has not seen the revisions, so I'm sending them subject to any additional or different comments and concerns EOS may want to raise or address.

Regards,
Bill

From: Prince Chestnut <chestnutlawfirm@gmail.com>
Sent: Friday, February 14, 2020 1:01 PM
To: Lawrence, William <blawrence@burr.com>
Subject: Re: Uniontown - EOS - Contract Assignment

[EXTERNAL EMAIL]

Have you amended the contract transfer agreement?

Prince Chestnut
Attorney for The Waterworks &
Sewer Board of the City of Uniontown

On Tue, Feb 11, 2020 at 4:27 PM Lawrence, William <blawrence@burr.com> wrote:

Good Afternoon Prince:

Mike Walraven at EOS forwarded us the attached draft, which you circulated this past Monday. We should be able to provide you with comments/proposed revisions before the end of the week.

Do not hesitate to contact us if you need anything in the interim.

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 205-244-5761 • main 205-251-3000
blawrence@burr.com • www.burr.com

360 Attorneys. 19 Offices. 1 Firm. Southeast Strong.

008307

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made the _____ day of _____, 2020

BETWEEN:

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

WHEREAS:

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF UNIONTOWN

City Clerk

By: _____
Its Mayor

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

By: _____
Clarence Black, Chairman

ATTESTED: _____
Marilyn Miller, Secretary

EOS Utility Services, LLC

By: _____
Mike Walraven, Operation Member

CONTRACT TRANSFER ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made the day of , 2020:

BETWEEN:

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

WHEREAS:

(A) The Assignor and the ~~Third Party~~EUS have entered into an ~~agreement~~ a Water and Wastewater Systems Service Agreement dated , 20 (the ~~'Agreement'~~; October 2016, as amended by an Amendment to Water and Wastewater Systems Service Agreement dated as of October 18, 2019 (as amended, the "Services Agreement").

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

~~NOW THIS AGREEMENT WITNESSES as follows:~~

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

1. The Assignor warrants and represents that the Agreement is in full force and effect and is fully assignable.
- ~~2. The Assignor hereby assigns, transfers, and conveys the Services Agreement and all of its rights and interests under the Services Agreement to the Assignee, and the Assignee hereby accepts such assignment and assumes and agrees to be bound by the Services Agreement and pay, perform, and discharge all the remaining and executory obligations of the Assignor under the Agreement and agrees to indemnify and hold the Assignor harmless from any claim or demand resulting from non-performance or defective performance by the Assignee.~~Services Agreement.
- ~~3. The~~2. As between the Assignor and the Assignee, the Assignee shall be entitled to all monies to be paid by customers for water and sewer services, which rights are also assigned hereunder.
- ~~4. The~~3. The Assignor represents and warrants ~~that~~ to the Assignee and EUS as follows: (i) the Services Agreement is in full force and effect; (ii) the Services Agreement is fully assignable according to its terms; (iii) the Services Agreement has not been modified and that the terms contained therein remain in force; (iv) the Assignor has the

full right, power, and authority to assign the Services Agreement to the Assignee pursuant to the terms of this Agreement; and (v) the Services Agreement is free of any lien, encumbrance, or adverse claim.

4. The Assignor further agrees to shall defend, indemnify the Assignee, and hold the Assignee harmless the Assignee and EUS from any claim or, cause of action, suit, lawsuit, action, proceeding, demand resulting, or dispute (collectively, "Claims"), together with all damages, injuries, losses, liabilities, expenses, fees, and costs (including attorneys' fees and other legal fees, costs, and expenses), penalties, fines, relief and remedy (collectively, "Liabilities"), which arise out of, relate to, or result from the Services Agreement, including, without limitation, any breach, violation, non-performance, or defective performance of the Services Agreement by the Assignor Assignee on or prior to the date hereof.

5. The Assignor further warrants that it has full right Assignee shall defend, indemnify, and authority hold harmless EUS from any Claims and Liabilities, which arise out of, relate to transfer, or result from the Services Agreement and that, including the Assignee's breach, violation, non-performance, or defective performance of the Service Agreement rights herein transferred are free of lien, encumbrance or adverse claim after the date hereof.

6. The Third Party agrees EUS consents to the assignment of the Services Agreement upon the terms stated herein and agrees further that as regards any future non-performance or defective performance Third Party shall and conditions of this Agreement. By executing this Agreement, EUS does not (i) assume, agree to pay, perform, or discharge, or succeed to any obligations or Liabilities of the Assignor under the Services Agreement or (ii) waive, relinquish, or discharge any Claims or Liabilities it may have recourse only against the Assignee or but without prejudice to his right of recourse against, or be entitled to from, the Assignor. Nothing in respect of any non-performance this Agreement amends or defective performance, whenever modifies the same may occur. Services Agreement in any way.

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

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

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

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

Formatted: Justified

IN WITNESS OF ~~WHICH~~ THIS AGREEMENT, the ~~parties~~ Parties have executed this ~~agreement~~ Agreement the day and year first above written,

ATTEST:

CITY OF UNIONTOWN

City Clerk

By: _____
Its Mayor

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

By: _____
Clarence Black, Chairman

ATTESTED: _____
Marilyn Miller, Secretary

EOS Utility ~~Service~~ Services, LLC


By: _____
Mike Walraven, ~~Managing~~ Operation Member

The information contained in this email is intended for the individual or entity above. If you are not the intended recipient, please do not read, copy, use, forward or disclose this communication to others; also, please notify the sender by replying to this message, and then delete this message from your system. Thank you.

From: [Lutz, Daphne Y](#)
To: [Bowen, Allen - RD, Montgomery, AL](#)
Subject: FW: Uniontown Call
Date: Tuesday, March 31, 2020 10:16:08 AM
Attachments: image001.png

Allen,

It is still on. The call in info is below.

 Accepted on 3/9/2020 9:22 AM.
This appointment is next to another one on your calendar.

Organizer  Lee, Sandra

Subject: Uniontown monthly update

Location: Jeff Kitchen's Office

Start time: Tue 3/31/2020  9:30 AM -  10:30 AM

End time: Tue 3/31/2020  9:30 AM -  10:30 AM

Conference Call Information

Extension: 4113

Dial-in Info: (b) (6)

Participant Code: (b) (6)

Date/Time : Wednesday March 31, 2020, 09:30 (UTC-06:00) NA Central Time (US & Canada)

008315

From: [Taylor, John - RD, Montgomery, AL](#)
To: [Michael Baumgartner](#); [Robert White](#)
Cc: [Bowen, Allen - RD, Montgomery, AL](#)
Subject: FW: Uniontown Direct Discharge
Date: Wednesday, January 8, 2020 2:16:08 PM
Attachments: [Coffee Creek at US 80 Drainage Basin.pdf](#)

Once we have a design flow characterized, we will have to reassess treatment vs pumping to Demopolis. This email is about a possible different discharge point.

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.

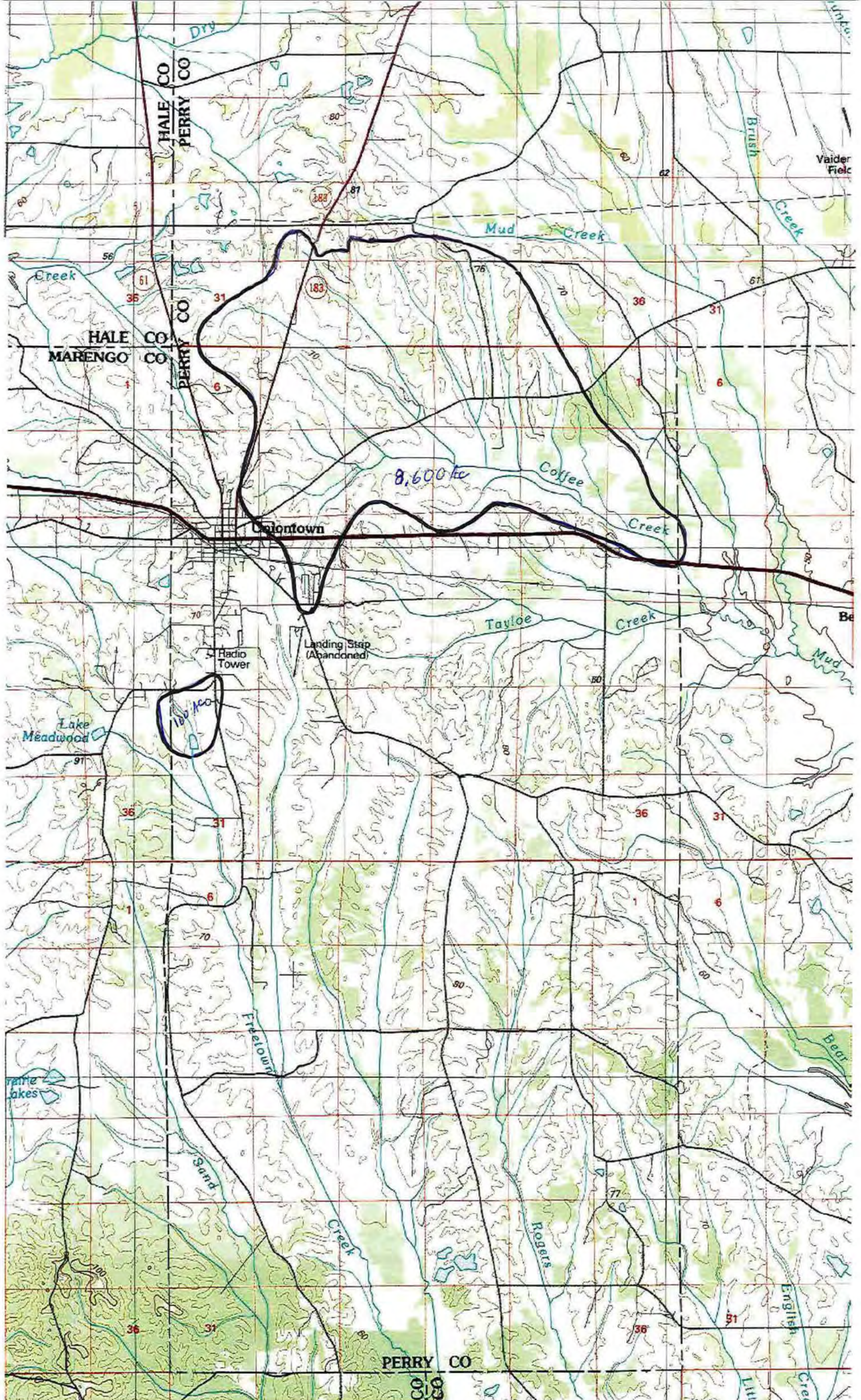
From: Taylor, John - RD, Montgomery, AL
Sent: Friday, November 1, 2019 11:23 AM
To: Ed Morris <emorris@sentell.net>
Cc: Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>
Subject: Uniontown Direct Discharge

Thought for the day: Freetown Creek at the current spray field location has a drainage basin of less than 150 acres. Coffee Creek at US 80 has a drainage basin of around 8,600 acres. Map attached.

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.

008316



008317

From: [Kathy Horne](#)
To: [Bowen, Allen - RD, Montgomery, AL](#); [Bowen, Allen - RD, Montgomery, AL](#)
Subject: FW: Uniontown Letter (Emergency Management Services) 19 Sept 13.pdf
Date: Tuesday, September 24, 2019 11:01:52 AM
Attachments: [Uniontown Letter \(Emergency Management Services\) 19 Sept 13.pdf](#)

Hi Allen,

I am forwarding a copy of the letter from Mike Cole regarding Temporary Management Agreements with utilities experiencing emergency situations. This is based upon the Competitive Bid Law and Public Works Law. It is my understanding in speaking with Mike that the Board Members of the Utility should determine the term of a temporary agreement based upon their ability to correct the emergency situation which would place them in a position to establish the necessary specifications to Request Proposals for Management by the bid process. This is the same guidance Mike shared several years ago related to a few systems we were working with during that time regarding their identified emergencies. I wanted to share this with you because it may be helpful in working with other systems in the State as well.

Kathy Horne

President

Water Management Services, Inc.

2576 Bell Road

Montgomery, AL 36117

334 850-8658

www.alruralwater.com

From: Pam Edmonds [\(b\) \(6\)@wilmerlee.com](#)>
Sent: Monday, September 16, 2019 9:59 AM
To: Kathy Horne <khorne@alruralwater.com>
Cc: Mike Cole <mcole@wilmerlee.com>
Subject: Uniontown Letter (Emergency Management Services) 19 Sept 13.pdf

Kathy,

Please see attached letter from Mr. Cole.

Thank you,
Pam

Pamela Edmonds
Paralegal to P. Michael Cole
Wilmer & Lee, P.A.
PO Box 710
Athens, AL 35612
E-mail: [\(b\) \(6\)@wilmerlee.com](#)
Phone: (256) 232-2010

008318

WILMER & LEE, P.A.

Attorneys at Law

John A. Wilmer
S. Dagnal Rowe
Michael K. Wisner
Benjamin R. Rice
Frederick L. Fohrell
Lawrence C. Weaver
Robert V. Wood, Jr.
Joseph A. Jimmerson
Walter A. Kelley
Robert C. Lockwood
D. Ashley Jones
Samuel H. Givhan
Richard J. R. Raleigh, Jr.
Earl T. Forbes
T. Mark Maclin
Chad W. Ayres
Suzanne Dorsett Currie
Clint Maze
Matthew T. Dukes
Katie G. Mooty

**315 West Market Street
Post Office Box 710
Athens, Alabama 35612
(256) 232-2010
Fax: (256) 230-0610**

September 13, 2019

Andrew D. Dill
S. Dagnal Rowe, Jr.
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

Fax: (256) 230-0610

From: [Eva Dillard](#)
To: [Bowen, Allen - RD, Montgomery, AL](#)
Cc: [Gordon, Nivory - RD, Camden, AL](#)
Subject: FW: Uniontown Meeting
Date: Tuesday, July 23, 2019 1:11:11 PM

Hi Allen – am checking in to see if you have any dates and times for our September meeting. My call is tomorrow and I would like to have some dates – thanks. Best, Eva

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

From: Eva Dillard
Sent: Friday, July 19, 2019 4:01 PM
To: Bowen, Allen - RD, Montgomery, AL (allen.bowen@usda.gov)
Subject: Uniontown Meeting

Hi Allen – do we have a date and time for the September Uniontown meeting yet? I have a telephone call with the residents next Friday and I would like to be able to give them a date and time. Thanks - Eva

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

008324

From: [Eva Dillard](#)
To: [Bowen, Allen - RD, Montgomery, AL](#)
Subject: FW: Uniontown Sewer Board Bylaws?
Date: Friday, October 25, 2019 3:31:20 PM

Hi Allen - looking forward to meeting Monday. You never responded to my request below and I am hoping we can get a copy of the bylaws and/or policies at the meeting Monday. Also, is it possible to have a conference line at the meeting so that a few folks can participate via conference call? Thanks and have a good weekend. Best, Eva

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

From: Eva Dillard
Sent: Friday, August 23, 2019 10:32 AM
To: Bowen, Allen - RD, Montgomery, AL (allen.bowen@usda.gov) <allen.bowen@usda.gov>
Subject: Uniontown Sewer Board Bylaws?

hi Allen - hope you are well. Do you know whether the Board has adopted bylaws and/or policies yet? If so, do you have copies you could share? Also, it is my understanding that the Board passed a motion to enter into a proposed contract with Sentell Engineering for the Uniontown project. May I have a copy of that as well? It will save us some time September 26 if we are all on the same page about developments since our last meeting. 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

008325

From: [Flesher, David - RD, Caldwell, ID](#)
To: [Bowen, Allen - RD, Montgomery, AL](#)
Subject: FW: Uniontown
Date: Monday, January 13, 2020 10:48:40 AM

Allen,

1 of 2 email strings.

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
www.rd.usda.gov

Together, America Prospers

USDA is an equal opportunity provider, employer and lender

From: Flesher, David - RD, Caldwell, ID
Sent: Monday, November 25, 2019 11:40 AM
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>; Wehrer, Jim - RD, Yankton, SD <jim.wehrer@usda.gov>; Willms, Desirae - RD, Le Mars, IA <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 Gilberttown) 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.

008326

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
www.rd.usda.gov

Together, America Prospers

USDA is an equal opportunity provider, employer and lender

From: Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>

Sent: Monday, November 25, 2019 9:05 AM

To: Flesher, David - RD, Caldwell, ID <david.flesher@usda.gov>

Cc: Hale, Stan - RD, Montgomery, AL <stan.hale@usda.gov>; Eason, Sarah - RD, Montgomery, AL <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

008327

From: [Taylor, John - RD, Montgomery, AL](#)
To: [Michael Baumgartner](#); [Robert White](#)
Cc: [Bowen, Allen - RD, Montgomery, AL](#)
Subject: FW: Uniontown
Date: Wednesday, January 8, 2020 1:54:33 PM
Attachments: [HS Lagoons Arial.pdf](#)
[Rainfall discharge 2018.xlsx](#)
[Riverkeeper handout 10-28-19.pdf](#)

Mike & Bob:

With this email, I'm trying to bring y'all into the loop of a couple of observations I've sent Ed Morris. This email concerns the flows from Harvest Select. The point I was trying to make is that very high flows from Harvest Select do not correlate to rainfall events. I think it's unreasonable to try to design a system to accept such a wide variation of flow. To me it's unacceptable for HS to sporadically release 2 times their daily average. I have no idea what they are paying, but they seem to be the majority of flow sent to WWTP.

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: Taylor, John - RD, Montgomery, AL
Sent: Wednesday, October 30, 2019 4:24 PM
To: Ed Morris <emorris@sentell.net>
Cc: Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>
Subject: Uniontown

Ed, here are some of my ponderings of today:

Harvest Select


From the Google Earth picture attached, I measure the surface area of the HS lagoons to be about 310,000 sf. I calculate an inch of rain collects about 193,000 gallons of water. I pulled rainfall data from a station in Greensboro, AL for 2018. That was the start of the attached spreadsheet. It's not exact, but it should be indicative of conditions in Uniontown. Then I entered discharge data (for the first 5 months) from the DMR-looking page handed out by BWRK at the meeting Monday. (I couldn't find it on the internet to independently verify the numbers.) There is no correlation between high discharge and rainfall events. The HS lagoons appear to have considerable freeboard. I wonder if a person manually turns on a pump or opens a valve to get the water out of the lagoons. Seems too erratic to be gravity overflow. There were high flows several days first of February, March and April. Wonder if someone just decides the lagoons are too full and starts the higher flows. The average of all of the discharge numbers for the 5 months was 341,461 gal/day. The total rainfall over the 5

008328

HS Pre-treatment lagoons

Write a description for your map.

Legend

 Polygon Measure

8

Smith Ave

Village Ave

Google Earth

© 2013 Google

N

600 ft 008329

	< 200,000
	200,001-350,000
	350,001-500,000
	> 500,000

DATE	PRCP (in)	Rain/mo	HS Discharge	Day	% Rain/mo
1/1/2018	0		368,430	Monday	
1/2/2018	0.02		160,980	Tuesday	
1/3/2018	0		467,680	Wednesday	
1/4/2018	0.01		124,604	Thursday	
1/5/2018	0.05		146,769	Friday	
1/6/2018	0.01		141,248	Saturday	
1/7/2018	0		145,986	Sunday	
1/8/2018	0.84		127,939	Monday	
1/9/2018	0		153,304	Tuesday	
1/10/2018	0		171,354	Wednesday	
1/11/2018	0.03		131,908	Thursday	
1/12/2018	0.06		174,858	Friday	
1/13/2018	0		179,943	Saturday	
1/14/2018	0		625,900	Sunday	
1/15/2018	0		938,810	Monday	
1/16/2018	0		132,311	Tuesday	
1/17/2018	0.11		644,350	Wednesday	
1/18/2018	0.02		691,920	Thursday	
1/19/2018	0.05		120,760	Friday	
1/20/2018	0		152,693	Saturday	
1/21/2018	0		176,708	Sunday	
1/22/2018	0.28		302,252	Monday	
1/23/2018	0		308,789	Tuesday	
1/24/2018	0		169,188	Wednesday	
1/25/2018	0.01		764,142	Thursday	
1/26/2018	0		315,114	Friday	
1/27/2018	0.46		561,603	Saturday	
1/28/2018	0.86		781,254	Sunday	
1/29/2018	0		416,197	Monday	
1/30/2018	0		561,433	Tuesday	
1/31/2018	0	2.81	620,432	Wednesday	5%
2/1/2018	0.06		782,477	Thursday	
2/2/2018	0		793,741	Friday	
2/3/2018	0.09		618,681	Saturday	
2/4/2018	1.77		505,689	Sunday	
2/5/2018	0		351,912	Monday	
2/6/2018	0.17		222,227	Tuesday	
2/7/2018	2.07		223,721	Wednesday	
2/8/2018	0		288,903	Thursday	
2/9/2018	0.19		279,154	Friday	
2/10/2018	0.83		269,204	Saturday	

008330

2/11/2018	1.38		256,563	Sunday	
2/12/2018	0.06		197,500	Monday	
2/13/2018	0		150,186	Tuesday	
2/14/2018	0		209,974	Wednesday	
2/15/2018	0		233,447	Thursday	
2/16/2018	0		222,311	Friday	
2/17/2018	0.08		209,067	Saturday	
2/18/2018	0		138,632	Sunday	
2/19/2018	0		460,640	Monday	
2/20/2018	0		680,490	Tuesday	
2/21/2018	0		220,816	Wednesday	
2/22/2018	0		208,695	Thursday	
2/23/2018	0		204,126	Friday	
2/24/2018	0.13		195,315	Saturday	
2/25/2018	1.25		105,979	Sunday	
2/26/2018	0.74		498,880	Monday	
2/27/2018	0		186,313	Tuesday	
2/28/2018	0	8.82	627,510	Wednesday	18%
3/1/2018	0.26		499,980	Thursday	
3/2/2018	0		525,880	Friday	
3/3/2018	0		561,190	Saturday	
3/4/2018	0		684,780	Sunday	
3/5/2018	0.11		730,570	Monday	
3/6/2018	0.72		744,370	Tuesday	
3/7/2018	0		492,609	Wednesday	
3/8/2018	0		555,613	Thursday	
3/9/2018	0		598,558	Friday	
3/10/2018	0		613,548	Saturday	
3/11/2018	1.79		584,888	Sunday	
3/12/2018	0		421,555	Monday	
3/13/2018	0		172,786	Tuesday	
3/14/2018	0		187,344	Wednesday	
3/15/2018	0		239,098	Thursday	
3/16/2018	0.18		194,530	Friday	
3/17/2018	0		127,163	Saturday	
3/18/2018	0.2		122,724	Sunday	
3/19/2018	0.02		127,163	Monday	
3/20/2018	0		122,724	Tuesday	
3/21/2018	0		190,584	Wednesday	
3/22/2018	0		189,085	Thursday	
3/23/2018	0		216,342	Friday	
3/24/2018	0		187,537	Saturday	
3/25/2018	0		753,720	Sunday	
3/26/2018	0		339,550	Monday	
3/27/2018	0		273,040	Tuesday	
3/28/2018	0		112,936	Wednesday	
3/29/2018	0.93		790,110	Thursday	

3/30/2018	0		730,480	Friday	
3/31/2018	0	4.21	746,060	Saturday	6%
4/1/2018	0		710,620	Sunday	
4/2/2018	0		679,260	Monday	
4/3/2018	0.26		656,480	Tuesday	
4/4/2018	0		457,957	Wednesday	
4/5/2018	0		593,331	Thursday	
4/6/2018	1.35		616,388	Friday	
4/7/2018	0.19		611,041	Saturday	
4/8/2018	0		430,555	Sunday	
4/9/2018	0		130,876	Monday	
4/10/2018	0		113,877	Tuesday	
4/11/2018	0		180,149	Wednesday	
4/12/2018	0		206,421	Thursday	
4/13/2018	0		221,258	Friday	
4/14/2018	3.28		246,123	Saturday	
4/15/2018	0.17		395,271	Sunday	
4/16/2018	0		246,497	Monday	
4/17/2018	0		143,752	Tuesday	
4/18/2018	0		176,242	Wednesday	
4/19/2018	0		197,227	Thursday	
4/20/2018	0		188,354	Friday	
4/21/2018	0		196,651	Saturday	
4/22/2018	1		122,164	Sunday	
4/23/2018	0		667,920	Monday	
4/24/2018	0		125,105	Tuesday	
4/25/2018	0		179,886	Wednesday	
4/26/2018	0.67		199,966	Thursday	
4/27/2018	0		262,633	Friday	
4/28/2018	0		211,684	Saturday	
4/29/2018	0		119,846	Sunday	
4/30/2018	0	6.92	327,620	Monday	14%
5/1/2018	0		796,890	Tuesday	
5/2/2018	0		167,649	Wednesday	
5/3/2018	0		187,542	Thursday	
5/4/2018	0		220,130	Friday	
5/5/2018	0.04		225,856	Saturday	
5/6/2018	0		163,243	Sunday	
5/7/2018	0		518,260	Monday	
5/8/2018	0		873,270	Tuesday	
5/9/2018	0		172,792	Wednesday	
5/10/2018	0		195,025	Thursday	
5/11/2018	0		211,942	Friday	
5/12/2018	0		224,631	Saturday	
5/13/2018	0		122,622	Sunday	
5/14/2018	0		344,130	Monday	
5/15/2018	0.4		821,310	Tuesday	

008332

5/16/2018	0.52		181,827	Wednesday	
5/17/2018	0.56		345,540	Thursday	
5/18/2018	0		419,244	Friday	
5/19/2018	0		224,632	Saturday	
5/20/2018	0		133,229	Sunday	
5/21/2018	0		117,454	Monday	
5/22/2018	0		109,397	Tuesday	
5/23/2018	0.37		198,026	Wednesday	
5/24/2018	0.56		133,077	Thursday	
5/25/2018	0.05		121,415	Friday	
5/26/2018	0		351,142	Saturday	
5/27/2018	0		235,470	Sunday	
5/28/2018	0.11		149,869	Monday	
5/29/2018	0.78		294,839	Tuesday	
5/30/2018	5.3		249,206	Wednesday	
5/31/2018	0	8.69	478,322	Thursday	19%
6/1/2018	0			Friday	
6/2/2018	0.01			Saturday	
6/3/2018	0			Sunday	
6/4/2018	0			Monday	
6/5/2018	0			Tuesday	
6/6/2018	0			Wednesday	
6/7/2018	0.15			Thursday	
6/8/2018	0			Friday	
6/9/2018	0			Saturday	
6/10/2018	0			Sunday	
6/11/2018	0			Monday	
6/12/2018	0.3			Tuesday	
6/13/2018	0			Wednesday	
6/14/2018	0.01			Thursday	
6/15/2018	0			Friday	
6/16/2018	0			Saturday	
6/17/2018	0.7			Sunday	
6/18/2018	0			Monday	
6/19/2018	0			Tuesday	
6/20/2018	0			Wednesday	
6/21/2018	0.5			Thursday	
6/22/2018	0.59			Friday	
6/23/2018	0			Saturday	
6/24/2018	0			Sunday	
6/25/2018	0			Monday	
6/26/2018	0			Tuesday	
6/27/2018	0			Wednesday	
6/28/2018	0.23			Thursday	
6/29/2018	0			Friday	
6/30/2018	0.64			Saturday	
7/1/2018	0.99			Sunday	

7/2/2018	0.14	Monday
7/3/2018	0	Tuesday
7/4/2018	0.24	Wednesday
7/5/2018	0	Thursday
7/6/2018	0.41	Friday
7/7/2018	0.02	Saturday
7/8/2018	0.01	Sunday
7/9/2018	0	Monday
7/10/2018	0.04	Tuesday
7/11/2018	0	Wednesday
7/12/2018	0	Thursday
7/13/2018	0	Friday
7/14/2018	0	Saturday
7/15/2018	0.9	Sunday
7/16/2018	0.96	Monday
7/17/2018	0	Tuesday
7/18/2018	0	Wednesday
7/19/2018	0.09	Thursday
7/20/2018	0	Friday
7/21/2018	0.11	Saturday
7/22/2018	0	Sunday
7/23/2018	0	Monday
7/24/2018	0	Tuesday
7/25/2018	0	Wednesday
7/26/2018	0	Thursday
7/27/2018	0	Friday
7/28/2018	0	Saturday
7/29/2018	0	Sunday
7/30/2018	0.19	Monday
7/31/2018	0.67	Tuesday
8/1/2018	0.03	Wednesday
8/2/2018	0	Thursday
8/3/2018	0	Friday
8/4/2018	0	Saturday
8/5/2018	0	Sunday
8/6/2018	0	Monday
8/7/2018	0	Tuesday
8/8/2018	0	Wednesday
8/9/2018	0.55	Thursday
8/10/2018	0.01	Friday
8/11/2018	0.01	Saturday
8/12/2018	0	Sunday
8/13/2018	0	Monday
8/14/2018	0	Tuesday
8/15/2018	0	Wednesday
8/16/2018	0	Thursday
8/17/2018	0	Friday

8/18/2018	0.02	Saturday
8/19/2018	0.15	Sunday
8/20/2018	0.22	Monday
8/21/2018	0	Tuesday
8/22/2018	0	Wednesday
8/23/2018	0	Thursday
8/24/2018	0	Friday
8/25/2018	0	Saturday
8/26/2018	0	Sunday
8/27/2018	0	Monday
8/28/2018	0	Tuesday
8/29/2018	1.98	Wednesday
8/30/2018	0	Thursday
8/31/2018	0.67	Friday
9/1/2018	0	Saturday
9/2/2018	0	Sunday
9/3/2018	0	Monday
9/4/2018	0.08	Tuesday
9/5/2018	1.43	Wednesday
9/6/2018	0	Thursday
9/7/2018	0	Friday
9/8/2018	0	Saturday
9/9/2018	0.44	Sunday
9/10/2018	0	Monday
9/11/2018	0.01	Tuesday
9/12/2018	0.2	Wednesday
9/13/2018	0.23	Thursday
9/14/2018	0	Friday
9/15/2018	0	Saturday
9/16/2018	0	Sunday
9/17/2018	0	Monday
9/18/2018	0	Tuesday
9/19/2018	0	Wednesday
9/20/2018	0	Thursday
9/21/2018	0	Friday
9/22/2018	0	Saturday
9/23/2018	0	Sunday
9/24/2018	0.68	Monday
9/25/2018	0.11	Tuesday
9/26/2018	0.73	Wednesday
9/27/2018	1.02	Thursday
9/28/2018	0	Friday
9/29/2018	0	Saturday
9/30/2018	0	Sunday
10/1/2018	0	Monday
10/2/2018	0	Tuesday
10/3/2018	0	Wednesday

10/4/2018	0	Thursday
10/5/2018	0	Friday
10/6/2018	0	Saturday
10/7/2018	0	Sunday
10/8/2018	0	Monday
10/9/2018	0	Tuesday
10/10/2018	0	Wednesday
10/11/2018	0	Thursday
10/12/2018	0	Friday
10/13/2018	0	Saturday
10/14/2018	0	Sunday
10/15/2018	0.01	Monday
10/16/2018	0	Tuesday
10/17/2018	0.33	Wednesday
10/18/2018	0	Thursday
10/19/2018	0	Friday
10/20/2018	0.02	Saturday
10/21/2018	0	Sunday
10/22/2018	0	Monday
10/23/2018	0	Tuesday
10/24/2018	0	Wednesday
10/25/2018	0.61	Thursday
10/26/2018	0.05	Friday
10/27/2018	0	Saturday
10/28/2018	0	Sunday
10/29/2018	0	Monday
10/30/2018	0	Tuesday
10/31/2018	0	Wednesday
11/1/2018	1.35	Thursday
11/2/2018	0	Friday
11/3/2018	0	Saturday
11/4/2018	0.55	Sunday
11/5/2018	0	Monday
11/6/2018	0.1	Tuesday
11/7/2018	0.74	Wednesday
11/8/2018	0.02	Thursday
11/9/2018	0.2	Friday
11/10/2018	0	Saturday
11/11/2018	0.19	Sunday
11/12/2018	1.81	Monday
11/13/2018	0.04	Tuesday
11/14/2018	0.21	Wednesday
11/15/2018	0.02	Thursday
11/16/2018	0	Friday
11/17/2018	0	Saturday
11/18/2018	0	Sunday
11/19/2018	0	Monday

11/20/2018	0	Tuesday
11/21/2018	0.01	Wednesday
11/22/2018	0	Thursday
11/23/2018	0.8	Friday
11/24/2018	0	Saturday
11/25/2018	0.33	Sunday
11/26/2018	0	Monday
11/27/2018	0.08	Tuesday
11/28/2018	0.03	Wednesday
11/29/2018	0	Thursday
11/30/2018	0	Friday
12/1/2018	1.69	Saturday
12/2/2018	0	Sunday
12/3/2018	0	Monday
12/4/2018	0	Tuesday
12/5/2018	0.05	Wednesday
12/6/2018	0.07	Thursday
12/7/2018	0.04	Friday
12/8/2018	2.17	Saturday
12/9/2018	0.09	Sunday
12/10/2018	0	Monday
12/11/2018	0.03	Tuesday
12/12/2018	0	Wednesday
12/13/2018	0.06	Thursday
12/14/2018	0.21	Friday
12/15/2018	0	Saturday
12/16/2018	0	Sunday
12/17/2018	0	Monday
12/18/2018	0	Tuesday
12/19/2018	0.44	Wednesday
12/20/2018	0.39	Thursday
12/21/2018	0.15	Friday
12/22/2018	0.03	Saturday
12/23/2018	0	Sunday
12/24/2018	0	Monday
12/25/2018	0.01	Tuesday
12/26/2018	0	Wednesday
12/27/2018	2.19	Thursday
12/28/2018	3.06	Friday
12/29/2018	0.05	Saturday
12/30/2018	0.44	Sunday
12/31/2018	0.92	Monday

UNIONTOWN and the UNIONTOWN SEWER BOARD:
Will You Limit Harvest Select's Flows to the Uniontown Lagoon?
10/28/19

The Sewer Board has the legal authority to protect the local community and we urge you to do so. Currently, the Uniontown Lagoon has one major industrial discharger, Alabama Catfish, Inc. DBA Harvest Select. Harvest Select's Discharge Monitoring Reports indicate an average flow of around 307,000 gallons per day with peak flows routinely exceeding 500,000 gallons per day (see attached summary of data submitted by Harvest Select to ADEM). The entire design capacity of the Uniontown Lagoon is 525,000 gallons per day. Harvest Select's wastewater is overwhelming the Uniontown Lagoon and Sprayfield #1. With the amount of wastewater Harvest Select discharges to the Uniontown Lagoon every day, they are a major driver of the chronic overflows at the sprayfield.

"A publicly owned treatment works may submit a written notification reducing or deleting the capacity available to a permitted industrial user. Such notification shall be signed by a representative of the publicly owned treatment works who meets the requirements of Rule 335-6-5-.07 335-6-5-.14 as an acceptable signatory to its NPDES permit application. The Department shall keep the notification on file and will use the modified capacity to develop any subsequent draft SID Permit." See Ala. Admin. Code r. 335-6-5-.07 (c).

We ask you and/or the City to notify ADEM immediately that you must significantly reduce or delete the capacity available to Harvest Select until further notice. We also ask that in this notification you request an immediate permit modification of Harvest Select's draft industrial user NPDES Permit (IU75300102) to reflect this reduced capacity and strictly limit the amount of flow that the processor may send to the Uniontown Lagoon. We ask ADEM to commit to helping you implement this limit. Once this limit has been developed, will you ask ADEM to re-advertise and reissue Harvest Select's permit with these and any other necessary modifications? (Harvest Select's draft permit has been pending since March 2017.) While reducing Harvest Select's discharge volumes is a serious step, if you do not take action now, we all know Uniontown's sewage collection system, its Lagoon, and its sprayfield will continue to discharge raw and improperly treated wastewater into the community and area streams. Putting a flow limit on Harvest Select may not fix all of Uniontown's hydraulic overloading problems, but it will greatly reduce them. You and ADEM can work with Harvest Select to determine other ways the processor can hold, treat or limit its contributions to the Uniontown Lagoon. The community cannot afford to wait until a pipeline or other solution is implemented.

Will you commit to this course of action today?

335-6-5-.07 Publicly and Privately Owned Treatment Works.**(1) Control of Industrial Users by Publicly Owned Treatment Works.**

(a) The Department shall not process a SID Permit Application nor issue a SID Permit to a new discharger or a discharger that is requesting an increase in permit limits for any pollutant until the publicly owned treatment works has provided written approval of the connection.

(b) A publicly owned treatment works may designate any portion of its unused capacity as not available for industrial users by submitting such designation in writing to the Department. SID Permit limits will be determined on the basis of the capacity remaining after subtracting the sum of the reserved capacity and that capacity already in use from the design capacity of the treatment works. This reservation of capacity shall apply to pollutants regulated by local limits as well as to traditional substances such as organic loading, flow, ammonia, and suspended solids.

(c) If requested by the POTW the Department will require the submittal of a copy of any document or report, that is required to be submitted to the Department, to the POTW. If requested, all notifications required by the permit shall be required to be made to the POTW. The POTW may make a one-time request applicable to all permits or make individual requests during review of draft permits.

(d) Publicly owned treatment works shall report all instances of pass through or interference caused by or believed to be caused by an industrial user to the Department as soon as possible and no later than 24 hours after learning of a water quality standard violation that was or may have been caused by pass through or interference caused by an industrial user.

(e) A publicly owned treatment works may submit a written notification reducing or deleting the capacity available to a permitted industrial user. Such notification shall be signed by a representative of the publicly owned treatment works who meets the requirements of rule 335-6-5-.14 as an acceptable signatory to its NPDES permit application. The Department shall keep the notification on file and will use the modified capacity to develop any subsequent draft SID Permit.

(f) Publicly owned treatment works may pass ordinances, adopt policies, assess surcharges and regulate industrial users to the extent allowed by law. Regulatory and other requirements of the publicly owned treatment works may be more stringent than those of the Department, however the Department will enforce only requirements of the AWPCA and EPA and rules implementing the requirements of the AWPCA and EPA.

(2) Publicly owned treatment works may participate in the surveillance and monitoring functions of the pretreatment program. Copies of

all inspection reports to include sampling results that are performed by the treatment works shall be submitted to the Department.

(3) Prior to acceptance of an indirect discharge, a privately owned treatment system shall apply for a modification to its NPDES Permit identifying the additional source of wastewater. The Department shall enforce limits of SID Permits issued to industrial users of privately owned treatment systems, but noncompliance by a user with its SID Permit shall not constitute a defense for violation by the privately owned treatment works of its NPDES Permit.

Author: John Poole.

Statutory Authority: Code of Alabama 1975, §§ 22-22-9, 22-22A-5, 22-22A-6, 22-22A-8.

History: April 29, 1991.

335-6-5-.08 Request for Variances from Categorical Pretreatment Standards for Fundamentally Different Factors.

(1) Request for variances from categorical pretreatment standards for fundamentally different factors shall be prepared in accordance with the requirements under 40 CFR Section 403.13 (1994).

(2) The request for a variance shall be submitted to the Director for action. The Director may determine that fundamentally different factors do not exist and deny the request. If the Director determines that fundamentally factors exist, he shall forward the request with a recommendation that the request be approved to the Administrator.

(3) The Administrator shall deny or approve the request. If the request is approved, the Administrator shall develop alternate pretreatment standards applicable to the requester discharge.

(4) The Administrator's decision may be contested in accordance with the procedure described in 40 CFR 403.13. (1994)

(5) The Director's decision to deny may be appealed in accordance with chapter 335-2-1 of the Department's rules.

Author: John Poole.

Statutory Authority: Code of Alabama 1975, §§ 22-22-9, 22-22A-5, 22-22A-6, 22-22A-8.

History: April 29, 1991.

335-6-5-.09 Prohibited Discharges. An SID Permit shall not be issued to a person under the following circumstances:

(1) The industrial discharge contains a radiological, chemical or biological warfare agent or a high-level radioactive waste;

Harvest Select Wastewater Flow Data				
Month	HS Avg Flow (Actual)	HS Avg Flow (Reported)	HS Max Flow (Actual)	HS Max Flow (Reported)
2019				
August		228,860		363,134
July		189,600		328,678
June		235,366		516,568
May		167,017		397,185
April	236,976	236,980	537,400	537,400
March		225,000		403,000
February	238,391	238,000	403,858	403,000
January		195,000		457,000
2018				
December	196,991	196,000	418,101	418,000
November	335,242	172,690	812,420	297,694
October	337,718	150,831	985,890	283,524
September		218,000		535,000
August	190,653	155,676	515,530	269,520
July		146,000		310,000
June		199,000		543,000
May	289,935	192,887	873,270	478,322
April	320,505	229,248	710,620	616,388
March	414,081	205,045	790,110	613,548
February	333,648	260,799	793,741	782,477
January	347,699	234,529	938,810	781,254
2017				
December		159,000		411,000
November	261,009	123,670	893,240	320,242
October		155,000		517,000
September	271,217	136,043	876,120	337,053
August	271,056	134,811	880,910	254,689
July	352,221	129,406	999,720	341,968
June	184,380	185,000	490,879	490,000
May	315,485	119,575	988,290	213,520
April		139,000		307,000
March	202,590	251,212	304,630	304,630
February		249,600		314,600
January	162,275	239,549	287,646	274,747
2016				
December	159,916	227,668	333,769	333,769
November	176,662	247,326	376,715	376,715
October	205,916	303,206	356,586	356,586
September	172,981	303,040	331,580	331,580
August		305,634		373,399
July		286,337		350,865
June	207,407	282,828	418,255	418,255

May		265,000		499,000
April	251,287	291,654	840,690	423,932
March	223,167	300,791	468,460	468,460
February		284,000		380,000
January	183,339	284,176	380,305	380,305
2015				
December	196,755	290,448	408,585	408,585
November	No DMRs			
October	222,648	313,731	402,627	402,627
September	196,259	283,703	383,508	383,508
August	210,264	273,364	863,930	382,369
July		290,000		413,000
June		263,000		371,000
May		302,000		511,000
April	235,684	321,387	499,526	499,526
March	236,599	333,389	511,538	511,538
February	243,915	341,481	514,050	514,050
January	229,001	231,000	679,680	405,000
2014				
December	206,895	279,582	602,820	450,871
November		277,821		409,282
October	228,672	270,751	630,270	523,467
September	245,246	247,049	896,770	366,781
August	195,323	288,334	417,842	417,842
July	266,463	279,193	927,350	380,658
June	263,751	252,176	859,180	375,678
May	266,253	259,977	883,650	421,034
April	213,905	232,814	665,150	342,192
March	221,602	282,569	725,700	440,067
February	221,957	310,739	446,255	446,255
January	211,687	312,491	435,195	435,195
2013				
December	203,777	314,747	536,836	536,836
November	210,377	332,173	512,998	444,797
October	220,853	311,202	410,141	410,141
September	219,148	325,722	494,755	494,755
August	232,578	338,567	452,986	452,986
July	218,452	307,819	567,488	567,488

2017												
	Dec	Nov	Oct	Sept	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
1		191,606		337,053	880,910	119,292	130,084	193,271		225,528		-
2		209,503		251,086	735,970	108,884	145,343	213,520		286,855		-
3		101,528		131,640	108,127	999,720	179,437	191,021		277,161		229,523
4		236,301		456,800	174,564	122,406	140,956	187,285		258,030		241,666
5		165,909		217,810	254,689	120,576	43,269	208,138		-		258,574
6		423,170		835,070	111,419	103,400	40,670	155,209		237,671		202,630
7		397,930		158,949	129,122	948,760	189,665	815,150		267,004		-
8		156,676		149,408	202,075	935,750	186,067	236,030		252,786		-
9		222,601		154,833	186,196	106,040	143,967	569,800		249,672		232,132
10		123,154		150,227	178,795	895,670	137,326	114,766		275,183		287,646
11		177,514		694,920	184,353	500,340	84,187	135,650		-		240,683
12		105,017		104,465	158,854	748,050	34,223	142,245		-		178,796
13		293,640		178,438	103,908	184,405	96,304	155,158		226,968		250,771
14		130,026		169,914	381,080	138,509	25,659	988,290		267,299		-
15		158,200		170,969	621,080	341,968	207,833	287,620		257,985		-
16		149,194		152,036	226,590	139,058	148,654	546,740		240,514		244,385
17		448,970		127,307	174,721	706,810	323,596	119,393		304,630		238,859
18		202,295		466,690	143,803	169,688	346,542	138,611		-		247,537
19		893,240		876,120	136,380	190,103	113,824	146,095		-		243,961
20		347,700		156,354	156,317	161,297	95,674	143,441		234,652		254,377
21		186,070		184,123	652,280	225,097	144,487	104,626		248,744		-
22		421,220		174,582	666,070	188,339	355,300	423,060		251,140		-
23		538,010		172,454	151,788	685,500	440,747	766,360		236,717		224,983
24		121,819		105,680	163,738	699,000	481,164	187,949		226,584		250,894
25		115,162		287,060	152,966	116,231	490,879	183,838		219,797		221,686
26		104,244		671,360	154,022	238,698	344,765	167,695		-		239,695
27		359,810		139,843	103,378	189,809	55,559	144,127		214,262		274,747
28		268,200		142,928	310,980	145,803	175,222	891,690		256,200		-
29		320,242		154,446	444,520	148,716	116,462	288,240		248,819		-
30		261,324		163,958	159,659	131,247	113,533	272,830		229,674		242,095
31					194,392	409,700		662,180		286,416		224,882

	893,240		876,120	880,910	999,720	490,879	988,290		304,630		287,646
	261,009		271,217	271,056	352,221	184,380	315,485		202,590		162,275

	2018											
	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	April	March	Feb	Jan
1	290,318	239,773	486,580		225,619			796,890	710,620	499,980	782,477	368,430
2	205,055	219,889	129,697		257,799			167,649	679,260	525,880	793,741	160,980
3	114,747	179,008	263,614		217,193			187,542	656,480	561,190	618,681	467,680
4	166,396	800,340	164,765		171,809			220,130	457,957	684,780	505,689	124,604
5	199,520	737,160	121,913		146,985			225,856	593,331	730,570	351,912	146,769
6	209,589	155,654	283,524		284,390			163,243	616,388	744,370	222,227	141,248
7	223,046	220,383	955,710		217,660			518,260	611,041	492,609	223,721	145,986
8	268,206	242,428	302,040		117,870			873,270	430,555	555,613	288,903	127,939
9	208,766	222,882	985,890		158,851			172,792	130,876	598,558	279,154	153,304
10	120,836	185,890	132,809		168,539			195,025	113,877	613,548	269,204	171,354
11	182,599	628,170	281,850		167,602			211,942	180,149	584,888	256,563	131,908
12	218,812	214,593	198,241		172,107			224,631	206,421	421,555	197,500	174,858
13	233,661	297,694	139,848		142,785			122,622	221,258	172,786	150,186	179,743
14	282,464	253,559	758,590		104,320			344,130	246,123	187,344	209,974	625,900
15	247,365	235,284	785,940		161,258			821,310	395,271	239,098	233,447	938,810
16	117,406	223,787	165,715		184,652			181,827	246,497	194,530	222,311	132,311
17	78,444	247,395	192,413		199,651			345,540	143,752	127,163	209,067	644,350
18	156,357	812,420	231,858		251,413			419,244	176,242	122,724	138,632	691,920
19	220,525	575,980	217,264		269,520			224,632	197,227	127,163	460,640	120,760
20	280,365	151,869	183,773		201,428			133,229	188,354	122,724	680,490	152,693
21	269,523	191,516	583,810		140,875			117,454	196,651	190,584	220,816	176,708
22	218,154	180,991	378,880		140,352			109,397	122,164	189,085	208,695	302,252
23	89,227	773,070	124,288		185,661			198,026	667,920	216,342	204,126	308,789
24	31,343	721,600	200,178		187,280			133,077	125,105	187,537	195,315	169,188
25	17,818	369,680	235,277		182,721			121,415	179,886	753,720	105,979	764,142
26	31,768	118,117	224,400		161,988			351,142	199,966	339,550	498,880	315,114
27	188,187	197,208	185,950		106,863			235,470	262,633	273,040	186,313	561,603
28	415,827	228,028	760,090		515,530			149,869	211,684	112,936	627,510	781,254
29	418,101	220,750	439,690		240,510			294,839	119,846	790,110		416,197
30	237,955	212,147	124,550		103,454			249,206	327,620	730,480		561,433
31	164,354		230,100		123,556			478,322		746,060		620,432
Max	418,101	812,420	985,890		515,530			873,270	710,620	790,110	793,741	938,810
Average	196,991	335,242	337,718		190,653			289,935	320,505	414,081	333,648	347,699

008344

months was 31.45 inches -> average 40,000 gal/day.

I have my doubts that much biologic activity is going on in those lagoons. There is no bacteria seed. It might be a better situation if they just removed solids with a tube or inclined plate clarifier and let it go to the city without holding or added rainwater. There would be energy savings over the aerators.

You may know more about the HS operation than me. What are your thoughts about their discharge?

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: [Flesher, David - RD, Caldwell, ID](#)
To: [Bowen, Allen - RD, Montgomery, AL](#)
Subject: FW: Uniontown
Date: Monday, January 13, 2020 10:49:36 AM
Attachments: [CPAP Entries for Transfers Assumptions and Re-amortizations.pptx](#)

Allen,

2 of 2

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
www.rd.usda.gov

Together, America Prospers

USDA is an equal opportunity provider, employer and lender

From: Flesher, David - RD, Caldwell, ID
Sent: Monday, November 25, 2019 1:38 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
www.rd.usda.gov

Together, America Prospers

008346

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			

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
\$367,000	\$580,680	(Double Click to Edit Type of Assistance) 067

Dates & Status

1940-1

Obligation

Loan

Grant

Financial Info (PLAS)

Disaster

Status Date

Current Loan Status

Status Amount

Current 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 Entries Status code of assumed loan
408 – Eligible Borrower
409 – 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	Repayment Period (Years)	40
Interest Rate	4.2500 %	Number of Years Principal Payment Will be Deferred	
Type of Payment*	Monthly	Maximum Repayment Period Allowed by the State	40
Interest Rate Level*	<input type="radio"/> Intermediate <input checked="" type="radio"/> Market <input type="radio"/> Poverty	Payment Amount	1,016.00

Transfer to Existing Borrower

- Transferee Entries Transfer Information on Loan Grant Section, Obligation tab

Transfer Information

	State Code	County Code	ID Number
Transferor	<input type="text" value="52"/>	<input type="text" value="002"/>	<input type="text" value="870473467"/>
Transferee	<input type="text" value="52"/>	<input type="text" value="002"/>	<input type="text" value="870457850"/>
Transfer Fee	<input type="text"/>		

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 Susan Woolard –
CF susan.woolard@wdc.usda.gov Benjamin
Terry – CF 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	Obligated	FY Obligated	
Loan Number	01	Loan Amount Obligated	234,000.00
Grant Number		Grant Amount Obligated	
Loan OID (RULSS)		Fund Code	91
Grant OID (RULSS)		Book Number	
Date Approved			
Date Obligated			

Modify Obligation Information

008358

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
\$13,505,35	\$1,777,00	(Double Click to Edit Type of Assistance) 067

Dates & Status

1940-1

Obligation

Loan

Grant

Financial Info (PLAS)

Disaster

Status Date

Current Loan Status*

9/25/2013

Status Amount

\$2,766,000

Current Status*

499 - Paid in Full - Reamortd or Rescheduled

008364

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
\$13,505,35	\$1,777,00	(Double Click to Edit Type of Assistance) 067

Dates & Status

1940-1	Obligation	Loan	Grant	Financial Info (PLAS)	Disaster
--------	------------	------	-------	-----------------------	----------

Status Date*
Current Loan Status* 9/25/2013 ▼

Status Amount*
\$2,691,393

Current Status*
402 - In Operation - Final Inspection Completed ▼

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
\$13,505,35	\$1,777,00	(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
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						

008368

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 Karla Peiffer – CF 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
\$13,505,35	\$1,777,00	(Double Click to Edit Type of Assistance) 067

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

008370



Re-Amortizations

- CPAP Servicing Entries

[Other Non Routine Servicing](#) 2

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> ▼	<input type="text"/>



Questions?

USDA is an equal opportunity provider, employer and lender

From: Flesher, David - RD, Caldwell, ID

Sent: Monday, November 25, 2019 11:40 AM

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>; Wehrer, Jim - RD, Yankton, SD <jim.wehrer@usda.gov>; Willms, Desirae - RD, Le Mars, IA <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 Gilberttown) 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

www.rd.usda.gov

Together, America Prospers

USDA is an equal opportunity provider, employer and lender

008373

From: Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>

Sent: Monday, November 25, 2019 9:05 AM

To: Flesher, David - RD, Caldwell, ID <david.flesher@usda.gov>

Cc: Hale, Stan - RD, Montgomery, AL <stan.hale@usda.gov>; Eason, Sarah - RD, Montgomery, AL <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

008374

From: [David Norton](#)
To: [Corey Martin](#); [Rob White](#); [Bowen, Allen - RD, Montgomery, AL](#); [Emefa Butler](#); [Terry Tyson](#); [Ed Morris](#); [Terry Tyson](#)
Cc: [Prince Chestnut](#)
Subject: Fw: OPERATION AND MANAGEMENT SERVICES FOR THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN
Date: Tuesday, March 24, 2020 2:53:54 PM
Attachments: [uniontown rfp 3 24 20.pdf](#)
[uniontown proposed management contract 3 24 20.pdf](#)
[uniontown proposed management contract 3 24 20 final.docx](#)
[REQUEST FOR PROPOSAL 3 24 20.docx](#)

All,

I just wanted to let you know that I have just emailed potential bidders who may be contacting you to get information about the system. One of the emails I just sent is below.

I will follow this up with a similar written mailing.

Please feel free to share copies of the RFP and proposed contract with anyone interested.

Thank you.

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

Confidentiality Notice: This e-mail was transmitted by a law firm and is covered under the Electronic Communications Privacy Act, 18 United States Code §§ 2510-2521. It is privileged, confidential, and protected from disclosure. The information contained in this e-mail is intended only for the entity to which it is addressed. Access or review of this email by anyone other than the intended recipient is unauthorized and unlawful. Dissemination of this e-mail or the information herein by anyone other than the intended recipient is strictly prohibited. If you have received this e-mail in error, please immediately reply or forward a copy of this email to the sender or notify us at (334) 874-4400, and delete this message, any attachments, and any copies from your system.

From: David Norton
Sent: Tuesday, March 24, 2020 1:32 PM

008375

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN
100 Front Street
P.O. Box 236
Uniontown, Alabama 36786

OPERATION AND MANAGEMENT SERVICES FOR THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

BID DOCUMENTS AND REQUIREMENTS

PREPARED: March 24, 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

008376

REQUEST FOR PROPOSAL

The Waterworks and Sewer Board of the City of Uniontown
100 Front Street
P.O. Box 236
Uniontown, Alabama 36786

Re: Water and Wastewater 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 April 24, 2020 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 five 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.

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,

008377

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.

Any and all questions should be presented prior to the due date provided herein.

Done this the 24th day of March, 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 April 24, 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. Bidders are also invited to submit written, video, or other materials in advance of the bid to provide information about each management company to the board in advance of the bid.

Tour of facilities: Each bidder is strongly encouraged to tour the facilities in advance of the bid.

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 April 24, 2020 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 expected to be utilized 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

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 8 of Chapter 50 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 has recently been formed as a new corporate entity, and has acquired (and is in the process of a transfer of assets) of 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 system as a whole requires revitalization, to wit: 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 believes that there are approximately eighty-six (86) customers who are currently in need of new functional meters or who may be receiving water without any meter,

AND WHEREAS, Owner's territory includes a correctional facility within the county which is currently not operating, but may come back into operation during the term of this contract,

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

008381

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 to be determined by the parties, allowing for sufficient time to provide a reasonable time for the termination of the current management contract, and to allow Owner to fully separate from the City of Uniontown 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 five (5) 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 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:

- 3 vehicles, one of which should be a 4-wheel drive truck;
- a sewer washer/ jetter;
- a tractor w/bushhog, a lawn mower, weed eater, and trailer;

- a backhoe/trackhoe;
- a mini-excavator.

Owner currently owns and or shall make available to the Manager for use the following equipment:

Owner will arrange for the use of a backhoe from the City of Uniontown if that can be arranged or alternatively provide the finances for the rental of the same, as needed.

Vehicles and service equipment which the Manager currently anticipates providing and using in fulfilling its obligations under this Agreement include the following:

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. 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:

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.

Garbage fee collection. In the event Owner agrees to continue collecting garbage fee payments on behalf of the City of Uniontown, Manager will collect and remit such payments as directed by Owner.

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 provide general 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. Furthermore, Manager shall maintain a complete set of all important documentation and customer information (in digital form) off-site such that the critical data pertaining to the system can be quickly rebuilt in the event of the loss or destruction of the originals at the Owner's customer service center.

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 \$190,000.00 or such other amount recommended by a reputable insurance professional or firm and approved by the board, 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
P.O. 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.

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 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.

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):

This image shows a full page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, leaving small margins at the top and bottom. There are no vertical margin 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.

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 8 of Chapter 50 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 has recently been formed as a new corporate entity, and has acquired (and is in the process of a transfer of assets) of 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 system as a whole requires revitalization, to wit: 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 believes that there are approximately eighty-six (86) customers who are currently in need of new functional meters or who may be receiving water without any meter,

AND WHEREAS, Owner's territory includes a correctional facility within the county which is currently not operating, but may come back into operation during the term of this contract,

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

008395

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 to be determined by the parties, allowing for sufficient time to provide a reasonable time for the termination of the current management contract, and to allow Owner to fully separate from the City of Uniontown 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 five (5) 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:

- 3 vehicles, one of which should be a 4-wheel drive truck;
- a sewer washer/ jetter;
- a tractor w/bushhog, a lawn mower, weed eater, and trailer;

- a backhoe/trackhoe;
- a mini-excavator.

Owner currently owns and or shall make available to the Manager for use the following equipment:

Owner will arrange for the use of a backhoe from the City of Uniontown if that can be arranged or alternatively provide the finances for the rental of the same, as needed.

Vehicles and service equipment which the Manager currently anticipates providing and using in fulfilling its obligations under this Agreement include the following:

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. 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:

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.

Garbage fee collection. In the event Owner agrees to continue collecting garbage fee payments on behalf of the City of Uniontown, Manager will collect and remit such payments as directed by Owner.

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 provide general 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. Furthermore, Manager shall maintain a complete set of all important documentation and customer information (in digital form) off-site such that the critical data pertaining to the system can be quickly rebuilt in the event of the loss or destruction of the originals at the Owner's customer service center.

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 \$190,000.00 or such other amount recommended by a reputable insurance professional or firm and approved by the board, 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
P.O. 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.

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 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.

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):

This image shows a full page of blank, lined paper. It features approximately 28 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.

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN
100 Front Street
P.O. Box 236
Uniontown, Alabama 36786

OPERATION AND MANAGEMENT SERVICES FOR THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

BID DOCUMENTS AND REQUIREMENTS

PREPARED: March 24, 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

008409

REQUEST FOR PROPOSAL

The Waterworks and Sewer Board of the City of Uniontown
100 Front Street
P.O. Box 236
Uniontown, Alabama 36786

Re: Water and Wastewater 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 April 24, 2020 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 five 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.

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,

008410

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.

Any and all questions should be presented prior to the due date provided herein.

Done this the 24th day of March, 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 April 24, 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. Bidders are also invited to submit written, video, or other materials in advance of the bid to provide information about each management company to the board in advance of the bid.

Tour of facilities: Each bidder is strongly encouraged to tour the facilities in advance of the bid.

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 April 24, 2020 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 expected to be utilized 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

To: Kathy Horne

Subject: OPERATION AND MANAGEMENT SERVICES FOR THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

Ms. Horne,

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: (b) (6)

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

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

008414

Selma, Alabama 36701

(334) 874-4400

(334) 431-5171 (fax)

email: davidnorton@nortonlawoffice.com

Confidentiality Notice: This e-mail was transmitted by a law firm and is covered under the Electronic Communications Privacy Act, 18 United States Code §§ 2510-2521. It is privileged, confidential, and protected from disclosure. The information contained in this e-mail is intended only for the entity to which it is addressed. Access or review of this email by anyone other than the intended recipient is unauthorized and unlawful. Dissemination of this e-mail or the information herein by anyone other than the intended recipient is strictly prohibited. If you have received this e-mail in error, please immediately reply or forward a copy of this email to the sender or notify us at (334) 874-4400, and delete this message, any attachments, and any copies from your system.

008415

From: [David Norton](#)
To: [Marilyn Miller](#); [Joyce Banks](#); [Christine Bruno](#)
Cc: [Prince Chestnut](#); [Emefa Butler](#); [Bowen, Allen - RD, Montgomery, AL](#)
Subject: Fw: Uniontown Water and Sewer-Meetings
Date: Friday, March 20, 2020 4:01:40 PM
Attachments: [UWSB-Governors Order dated 3-18-20-Open Meetings Act.pdf](#)
[public notice special call meeting.docx](#)
[RFP 3 20 20.pdf](#)
[uniontown management contract 3 20 20.pdf](#)

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: 716-970-757 #

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

008416

CHESTNUT LAW
ATTORNEY AND COUNSELOR AT LAW
801 ALABAMA AVENUE, SUITE 240, SELMA, ALABAMA 36701

MAILING ADDRESS
Post Office Box 628
Selma, Alabama 36702

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

Prince D. Chestnut

March 19, 2020

Board of Directors
C/o Rob White & Emefa Butler
The Waterworks and Sewer Board of the City of Uniontown

RE: Governor's Proclamation of March 18, 2020

Dear Board:

The Governor issued a Proclamation dated March 18, 2020 whereby she reiterated her declaration of a state public health emergency based on COVID-19 in the State of Alabama. She has proclaimed, in order to "guard public health and protect human life", that "the government response to COVID-19 requires a careful balance between concerns for public health and safety" and "for the right of the public to the open conduct of government."

According to the Proclamation, notwithstanding the Open Meetings Act, "members of a governmental body may participate in a meeting "by means of telephone conference, video conference, or other similar communications equipment if" the "deliberation conducted, or action taken, during the meeting is limited to matters within the governmental body's statutory authority" that is "necessary to respond to COVID-19" or "necessary to perform essential functions of the governmental body" and the communications equipment allows all persons participating in the meeting to hear one another at the same time." Based on the fluidity of the advisories, the federal advisory of social distancing and the constant evolution of COVID-19, I strongly urge the board to consider having meetings by telephone conference or video conference.

Governmental boards are encouraged, but not required, "to use communications equipment that allows members of the public to listen to, observe, or participate in the meeting." Governmental boards are required, however, to post a summary of a meeting in a prominent or conspicuous location on its website, or in any other prominent location if the board has no website, to provide reasonable notice to the public. The summary must "recount the deliberations conducted and the actions taken with reasonable specificity to allow the public to understand what happened." My interpretation of "reasonable specificity" is that the board should recount the deliberations on matters that may be considered for a vote at the meeting or may be considered for a vote at a later date as well as the action items where votes were taken or motions were made and the disposition of the motions or votes. Notwithstanding, I will be available to assist you with

008417

compliance; do not hesitate to call if you have any questions prior to a meeting, during a meeting or after a meeting.

Notice requirements for meetings remain the same. You cannot have a meeting at any time and place without first giving notice in the same manner as notice has always been given under the Open Meetings Act.

We will make it through this ordeal together. I am a phone call away. Thank you for service to the board and to the customers.

Sincerely,

/s/Prince D. Chestnut

Cc: Board of Directors

008418

PUBLIC NOTICE

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

100 Front Street
Uniontown, Alabama 36786

TO: ALL INTERESTED

NOTICE OF SPECIAL CALL MEETING

THE WATER WORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN WILL HOLD A SPECIAL CALL MEETING ON MONDAY, MARCH 23, 2020 AT 2:00 P.M.

THIS MEETING SHALL BE HELD IN COMPLIANCE WITH THE PROCLAMATION OF THE GOVERNOR OF MARCH 18, 2020 BY TELEPHONE CONFERENCE:

DIAL: 1+ (571) 317-3122

Then enter Access Code: 716-970-757 #

AGENDA ITEM(S) TO BE DISCUSSED:

1. THIRD PARTY OPERATIONS AND MANAGEMENT;
2. THE REQUEST FOR BID PROPOSAL, PROPOSED CONTRACT SPECIFICATIONS FOR THIRD PARTY MANAGEMENT; AND
3. ANY OTHER BUSINESS OF THE BOARD NECESSARY TO PERFORM ESSENTIAL FUNCTIONS OF THE GOVERNMENTAL BODY.

The meeting shall be open to the public by means of telephone at the above number. The public is requested to listen only and not to speak during the meeting.

008419

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN
100 Front Street
P.O. Box 236
Uniontown, Alabama 36786

OPERATION AND MANAGEMENT SERVICES FOR THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

BID DOCUMENTS AND REQUIREMENTS

PREPARED: March 23, 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

008420

REQUEST FOR PROPOSAL

The Waterworks and Sewer Board of the City of Uniontown
100 Front Street
P.O. Box 236
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 April _____ 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.

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.

008421

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.

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. Bidders are also invited to submit written or other materials in advance of the bid to provide information about each management company to the board in advance of the bid.

Tour of facilities: Each bidder is strongly encouraged to tour the facilities in advance of the bid.

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 April _____ 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 expected to be utilized 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

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 8 of Chapter 50 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 has recently been formed as a new corporate entity, and has acquired (and is in the process of a transfer of assets) of 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 system as a whole requires revitalization, to wit: 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 believes that there are approximately eighty-six (86) customers who are currently in need of new functional meters or who may be receiving water without any meter,

AND WHEREAS, Owner's territory includes a correctional facility within the county which is currently not operating, but may come back into operation during the term of this contract,

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

008425

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 to be determined by the parties, allowing for sufficient time to provide a reasonable time for the termination of the current management contract, and to allow Owner to fully separate from the City of Uniontown 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 five (5) 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 based upon the number of active customer accounts of the system recorded at the time of the current month's billing date, and notwithstanding 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:

- 3 vehicles, one of which should be a 4-wheel drive truck;
- a sewer washer/ jetter;
- a tractor w/bushhog, a lawn mower, weed eater, and trailer;

- a backhoe/trackhoe;
- a mini-excavator.

Owner currently owns and or shall make available to the Manager for use the following equipment:

Owner will arrange for the use of a backhoe from the City of Uniontown if that can be arranged or alternatively provide the finances for the rental of the same, as needed.

Vehicles and service equipment which the Manager currently anticipates providing and using in fulfilling its obligations under this Agreement include the following:

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. 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:

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.

Garbage fee collection. In the event Owner agrees to continue collecting garbage fee payments on behalf of the City of Uniontown, Manager will collect and remit such payments as directed by Owner.

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 provide general 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. Furthermore, Manager shall maintain a complete set of all important documentation and customer information (in digital form) off-site such that the critical data pertaining to the system can be quickly rebuilt in the event of the loss or destruction of the originals at the Owner's customer service center.

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 \$190,000.00 or such other amount recommended by a reputable insurance professional or firm and approved by the board, 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
P.O. 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.

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 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.

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):

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.

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.

From: [David Norton](#)
To: [Bowen, Allen - RD, Montgomery, AL](#)
Cc: [Prince Chestnut](#)
Subject: Fw: Waterworks and Sewer Board of the City of Uniontown - management RFP and proposed contract
Date: Thursday, March 5, 2020 5:02:31 PM
Attachments: [proposed rfp draft 2 21 20.pdf](#)
[uniontown proposed management contract draft 2 21 20.pdf](#)

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
(334) 874-4400
(334) 431-5171 (fax)
email: davidnorton@nortonlawoffice.com

Confidentiality Notice: This e-mail was transmitted by a law firm and is covered under the Electronic Communications Privacy Act, 18 United States Code §§ 2510-2521. It is privileged, confidential, and protected from disclosure. The information contained in this e-mail is intended only for the entity to which it is addressed. Access or review of this email by anyone other than the intended recipient is unauthorized and unlawful. Dissemination of this e-mail or the information herein by anyone other than the intended recipient is strictly prohibited. If you have received this e-mail in error, please immediately reply or forward a copy of this email to the sender or notify us at (334) 874-4400, and delete this message, any attachments, and any copies from your system.

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

008439

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

008440

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.

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.

008441

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.

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

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:

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:

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):

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.

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.

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

Confidentiality Notice: This e-mail was transmitted by a law firm and is covered under the Electronic Communications Privacy Act, 18 United States Code §§ 2510-2521. It is privileged, confidential, and protected from disclosure. The information contained in this e-mail is intended only for the entity to which it is addressed. Access or review of this email by anyone other than the intended recipient is unauthorized and unlawful. Dissemination of this e-mail or the information herein by anyone other than the intended recipient is strictly prohibited. If you have received this e-mail in error, please immediately reply or forward a copy of this email to the sender or notify us at (334) 874-4400, and delete this message, any attachments, and any copies from your system.

008458

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
www.rd.usda.gov/al

"Together, America Prospers"

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

From: David Norton <davidnorton@nortonlawoffice.com>
Sent: Friday, February 21, 2020 10:54 AM
To: Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>; Prince Chestnut
<chestnutlawfirm@gmail.com>
Cc: 'mike@eosutilityservices.com' <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.

008459

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 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

Confidentiality Notice: This e-mail was transmitted by a law firm and is covered under the Electronic Communications Privacy Act, 18 United States Code §§ 2510-2521. It is privileged,

008461

confidential, and protected from disclosure. The information contained in this e-mail is intended only for the entity to which it is addressed. Access or review of this email by anyone other than the intended recipient is unauthorized and unlawful. Dissemination of this e-mail or the information herein by anyone other than the intended recipient is strictly prohibited. If you have received this e-mail in error, please immediately reply or forward a copy of this email to the sender or notify us at (334) 874-4400, and delete this message, any attachments, and any copies from your system.

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/a

"Together, America Prospers"

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

008462

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

From: [Beeker, Chris - RD, Montgomery, AL](#)
To: [Bowen, Allen - RD, Montgomery, AL](#)
Subject: Fwd: \$23 million for Uniontown
Date: Friday, February 22, 2019 1:30:41 PM

We need to discuss this next week.

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 "Committed to the future of rural communities"

USDA is an equal opportunity provider, employer and lender

From: "Yawn, Andrew" (b) (6) <[@montgome.gannett.com](mailto:(b) (6)@montgome.gannett.com)>
Date: Friday, February 22, 2019 at 10:02:07 AM
To: "Beeker, Chris - RD, Montgomery, AL" <Chris.Beeker@al.usda.gov>
Subject: FW: \$23 million for Uniontown

Hey Chris,

I'd kind of gotten away from this but wanted to check in about where the match came from to secure the funding for the Uniontown project. As I understand, the state did not provide the match and it instead came from, as Blair wrote below, various organizations?

AY

--
Andrew Yawn
Solutions projects reporter | Montgomery Advertiser | USA Today Network
www.montgomeryadvertiser.com | 334.303.7719 | (b) (6)@gannett.com

From: Taylor, Blair (Shelby) [mailto:Blair_Taylor@shelby.senate.gov]
Sent: Tuesday, November 27, 2018 4:24 PM
To: Yawn, Andrew (b) (6) <[@montgome.gannett.com](mailto:(b) (6)@montgome.gannett.com)>
Subject: RE: \$23 million for Uniontown

On background:

Alabama Rural Development has worked tirelessly over the past few months to secure several million dollars in matching funds from local and community stakeholders to assist with the overall funding for the Uniontown project. This includes Delta Regional Authority as well as private industries.

008464

Senator Shelby helped secure the federal funding portion. If you want more information regarding the details of the match, I recommend you reach out to USDA State Rural Development Director Chris Beeker.

Hope this helps.

Best,
Blair

From: Yawn, Andrew (b) (6) <[@montgome.gannett.com](mailto:(b)(6)@montgome.gannett.com)>
Sent: Tuesday, November 27, 2018 4:23 PM
To: Taylor, Blair (Shelby) <Blair_Taylor@shelby.senate.gov>
Subject: RE: \$23 million for Uniontown

The grant appears to be coming despite Alabama not putting in its match. Is the match not required for the grant to come through?

AY

--

Andrew Yawn
Solutions projects reporter | Montgomery Advertiser | USA Today Network
www.montgomeryadvertiser.com | 334.303.7719 | (b) (6) <[@gannett.com](mailto:(b)(6)@gannett.com)>

008465

From: [Prince Chestnut](#)
To: [Robert White](#); [Gordon, Nivory - RD, Camden, AL](#); cityofuniontown@outlook.com; [Bowen, Allen - RD, Montgomery, AL](#)
Subject: Fwd: Bylaws
Date: Friday, April 26, 2019 2:30:35 PM
Attachments: [Uniontown Water & Sewer-BYLAWS.docx](#)

Let me know if this one still works for you. I see where there may possibly be some tweaks here and there, but let me know what you think.

Prince Chestnut

----- Forwarded message -----

From: **Prince Chestnut** <chestnutlawfirm@gmail.com>
Date: Mon, Feb 11, 2019 at 1:13 PM
Subject: Bylaws
To: <rwhite@alruralwater.com>, <nivory.gordon@al.usda.gov>, <cityofuniontown@outlook.com>

Find the proposed bylaws attached.

Prince D. Chestnut

008466

**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.

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.

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.

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.

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.

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.

From: [E Butler](#)
To: [Bowen, Allen - RD, Montgomery, AL](#); [David Norton](#); [Prince Chestnut](#)
Subject: Fwd: Lease proposal
Date: Tuesday, February 11, 2020 11:14:48 AM
Attachments: [Uniontown Utilities Lease: \(b\) \(4\)](#).pdf

Please review and respond per board meeting

Emefa

Sent from my iPhone

Begin forwarded message:

From: E Butler (b) (6)@gmail.com>
Date: February 11, 2020 at 2:22:50 AM CST
To: Joyce Banks <(b) (6)@yahoo.com>, (b) (6)@yahoo.com
Subject: Fwd: Lease proposal

This has been reviewed by Chestnut. See comments below.

Emefa

Sent from my iPhone

Begin forwarded message:

From: Prince Chestnut <chestnutlawfirm@gmail.com>
Date: February 8, 2020 at 3:56:48 PM CST
To: (b) (6)@gmail.com, E Butler
(b) (6)@gmail.com>, nivory.gordon@al.usda.gov, David
Norton <davidnorton@nortonlawoffice.com>
Subject: Lease proposal

See the attached lease proposal to be considered at the next meeting for the Uniontown utilities board. Pay attention to the highlighted and underlined areas.

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

008472

STATE OF ALABAMA §
 §
COUNTY OF PERRY §

LEASE AGREEMENT

This LEASE AGREEMENT (hereinafter referred to as the "Lease") is made on this [REDACTED] day of February 2020, by and between the (b) (4) [REDACTED] (hereinafter referred to as "Landlord") and **The Waterworks and Sewer Board of the City of Uniontown** (hereinafter referred to as "Tenant").

In consideration of the mutual promises and covenants herein, the parties hereby agree as follows:

(1) DESCRIPTION: Tenant agrees to lease, and Landlord agrees to rent the real property, building(s) and improvements, located at: (b) (4) [REDACTED], Uniontown, Alabama, (hereinafter referred to as the "Property".)

(2) TERM: Landlord will lease said property for a period of sixty months (60) months, commencing on March 2, 2020 and ending on March 1, 2025.

(3) POSSESSION: Possession shall be delivered by keys and physical possession given to Tenant on March 2, 2020 or sooner if agreed upon by the parties.

(4) RENT: Tenant agrees to pay Landlord the sum of (b) (4) [REDACTED] per month as rent for the property. Said payments will be due and payable on or before the 5th day of each month thereafter.

(5) LIQUIDATED DAMAGES: There will not be any liquidated damages related to this agreement.

(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 are 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, Landlord is allowed to remove any equipment, fixed to or placed therein, located on the said property as long as the property will continue to be in compliance with local, state and federal law after the removal. In this case, the said removed equipment will be returned to Tenant. All major interior renovations must first be approved by Landlord. Major renovations include, but are not limited to, the following: moving walls, replacement of ceiling, replacement of flooring, or interior painting. This lease will be voidable at the option of the Tenant if Landlord unreasonably withholds or refuses to approve a renovation that is required in order for the property to be brought in compliance with local, state or federal law.

(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.

(C) That the Landlord shall pay for and repair the roof any time there are roof leaks upon request by Tenant and the United States Department of Agriculture Rural Development.

(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 Tenant. 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 Landlord.

(11) MAINTENANCE AND REPAIRS: The Tenant accepts the Property on the date of execution. Subject to all other provisions herein relating to maintenance and repairs, the Tenant shall be responsible for the custom maintenance and repair upon said Property to meet Tenant's specifications. 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 and cooling systems that is/are not in workable condition. Landlord must pay for improvements to its heating and cooling systems upon 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 for failure of the other party to correct a material breach.

(15) USDA: This Agreement is subject to the approval and inspection of the United States Department of Agriculture Rural Development (USDA RD).

IN WITNESS WHEREOF, the parties hereto, have set their hands to this Lease on the date set hereinabove.

(b) (4) [REDACTED]

By: _____
(b) (6) [REDACTED]

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

By: _____
Clarence Black, Chairman

From: [Gordon, Nivory - RD, Camden, AL](#)
To: [Bowen, Allen - RD, Montgomery, AL](#)
Subject: Fwd: Letter of conditions-Uniontown
Date: Friday, December 6, 2019 10:15:40 AM

Get [Outlook for iOS](#)

From: Prince Chestnut <chestnutlawfirm@gmail.com>
Sent: Thursday, December 5, 2019 4:01:39 PM
To: Gordon, Nivory - RD, Camden, AL <nivory.gordon@usda.gov>
Cc: (b) (6) @gmail.com (b) (6) @gmail.com>
Subject: Letter of conditions-Uniontown

Will you send me a copy of the letter of conditions for the Uniontown sewer project? I need it to communicate with the city attorney for Uniontown in order to make sure the assets and liabilities are properly transferred to the water and sewer board.

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

008477

From: [Corey Martin](#)
To: [Bowen, Allen - RD, Montgomery, AL](#)
Subject: Fwd: UT Customers
Date: Tuesday, February 11, 2020 11:53:59 AM
Attachments: [detail.xlsx](#)
[Untitled attachment.00009.htm](#)

Thanks,

Corey Martin

(b) (6)

(b) (6)

Sent from my iPhone XR

Begin forwarded message:

From: Corey (b) (6)
Date: February 11, 2020 at 6:50:31 AM CST
To: mike@eosutilityservices.com
Subject: UT Customers

008478

Meter Data Dump

#	Meter EID	Service Address	Reading	Reading	Meth	Reader Notes
001353		CITY OF LINDEN	79283	79785	R	
	7401166	DIANNA ST				
000001	8854698	TURNERS RECORD SHOP	73	74	R	
	12273231	UNKNOWN STREET				
000003	9586261	DOROTHYS KOUNTRY KITCHEN	520	520	M	Need New Register
	7926693	WATER ST				
000006	8853805	(b) (6)	118	119	R	
	12274918					
000010	8854670	POST OFFICE	22	23	R	
	12279753	UNKNOWN STREET				
000011	8889	FIRST PRESBYTERIAN CHURCH	405	405	M	Need New Register
	7932288	UNKNOWN STREET				
000013	8854543	(b) (6)	284	295	R	AMR Leak Report
	12285843					
000015	8890		578	584	R	
	7917233					
000016	8888		155	156	R	
	7817005					
000017	8888		52	53	R	
	12283762					
000018	8854720	GLENN WHITE MEMORIAL FUNERAL HOM1E29		145	R	AMR Leak Report
	12273974	255 FRANKLIN ST				
000019	8854719	CHURCH OF THE HOLY CROSS C/O COLEM2AN			R	
	12281051	17 OLD GREENSBORO RD				
000020	8888	(b) (6)	16	17	R	
	13339447					
000022	8854722		86	88	R	
	12280399					
000023	8888		163	165	R	
	7933826					
000025	9486667		503	503	M	Need New Register
	11858747					
000026	885439		545	557	R	
	12287577					
000027	8854538		42	43	R	
	12281064					
001730	8854541		265	271	R	
	12286160					
001742	8854552		116	120	R	
	12281442					
000031	8888		220	221	R	
	7933385					
000032	8888		423	429	R	
	7904738					
001671	8854652		220	224	R	
	10183405					
000034	8854655		104	105	R	
	12287605					
000035	8854655		82	83	R	
	12279042					
000036	88545544		132	139	R	AMR Leak Report
	12287205					
000037	9924631		147	147	R	
	10184127					
000038	88545500		71	72	R	
	12273108					
000039	8854654		182	186	R	
	12274243					
000040	8854553		160	164	R	
	13262612					
000041	8888		302	303	R	
	7933643					
001831	8854551		34	34	R	
	12287862					
000043	8854555		77	79	R	
	12285290					
001718	8854681		22	22	R	
	12282606					
000046	8854672	METHODIST CHURCH	32	36	R	AMR Leak Report
	12283992	890 COUNTY RD 78				
001393	8888	(b) (6)	214	219	R	AMR Leak Report
	12276445					
000048	8855342		12	12	R	
	12285235					
000049	8888		343	343	M	Need New Register
	7927307					

Meter Data Dump

001691	10741082	(b) (6)	165	169 R	
000053	8854675	(b) (6)	321	325 R	
	12275480	(b) (6)			
000054	8854674	(b) (6)	105	106 R	
	12287395	(b) (6)			
000056	8854565	(b) (6)	310	318 R	
	12283989	(b) (6)			
000057	8854530	(b) (6)	130	131 R	
	12284682	(b) (6)			
000058	8888	(b) (6)	253	253 R	
	7926773	(b) (6)			
000059	8888	(b) (6)	92	94 R	
	7896858	(b) (6)			
000061	8855344	(b) (6)	121	122 R	
	12284113	(b) (6)			
000062	8854567	GLASS PASTURE	260	269 R	AMR Leak Report
	12279040	UNKNOWN STREET			
001341	8854664	(b) (6)	1757	1760 R	
	12279748	(b) (6)			
000065	8854669	(b) (6)	103	107 R	
	12282723	(b) (6)			
000066	8854665	(b) (6)	69	73 R	
	12285068	(b) (6)			
000067	8854665	(b) (6)	129	132 R	
	12281516	(b) (6)			
000069	8854527	(b) (6)	142	147 R	
	12287383	(b) (6)			
000072	8854692	(b) (6)	55	56 R	
	12278226	(b) (6)			
001423	8854689	(b) (6)	90	91 R	
	12274581	(b) (6)			
000075	8855343	(b) (6)	300	304 R	
	13262907	(b) (6)			
000076	8854686	(b) (6)	228	232 R	
	12276446	(b) (6)			
000077	8854693	(b) (6)	5	6 R	
	12287541	(b) (6)			
001452	8854528	(b) (6)	407	416 R	AMR Leak Report
	12287128	(b) (6)			
000079	8854690	(b) (6)	248	258 R	
	13262939	(b) (6)			
001811	8854529	(b) (6)	99	102 R	
	12283766	(b) (6)			
001561	8855486	(b) (6)	321	321 M	Need New Register
	12280314	(b) (6)			
000083	8854668	(b) (6)	167	170 R	
	10555471	(b) (6)			
001644	10389332	(b) (6)	181	185 R	
	10741867	(b) (6)			
000087	8888	(b) (6)	388	388 M	Need New Register
	7934402	(b) (6)			
000089	8854537	(b) (6)	46	47 R	
	12285036	(b) (6)			
000090	8854685	(b) (6)	154	158 R	
	12280972	(b) (6)			
000091	8855340	(b) (6)	161	163 R	
	12283440	(b) (6)			
000092	8854524	(b) (6)	312	320 R	
	12277293	(b) (6)			
000094	8854522	(b) (6)	276	283 R	
	12273630	(b) (6)			
000095	8888	(b) (6)	168	169 R	
	7929834	(b) (6)			
000096	8854503	(b) (6)	6642	6645 R	
	10550069	(b) (6)			
000097	8854503	(b) (6)	30	31 R	
	12284409	(b) (6)			
000098	8888	(b) (6)	343	343 R	
	7932703	(b) (6)			
001703	8854525	(b) (6)	14	14 R	
	12210206	(b) (6)			
001867	12228948	(b) (6)	302	304 R	
001432	801345	(b) (6)	0	1 R	
001870	SUNLAND CONSTRUCTION C/O ALISHA SHUMAKER 0 200 FRONT ST			24 M	

Meter Data Dump

000102	8888	(b) (6)	565	565 M	Need New Register
	7928157	(b) (6)			
000103	8854601	(b) (6)	40	40 R	
	12274980	(b) (6)			
001626	1038327	(b) (6)	186	195 R	
	10751786	(b) (6)			
000104	8888	(b) (6)	132	132 M	Need New Register
	7917240	(b) (6)			
001736	8888	(b) (6)	551	568 R	AMR Leak Report
	10106484	(b) (6)			
001801	8854691	(b) (6)	218	219 R	
	12285653	(b) (6)			
001846	9486663	JACKSON EMERGENCY TRANSPORT	2350	2350 M	Need New Register
	7813542	75 NORTH ST			
000109	8854599	(b) (6)	166	167 R	
	12287124	(b) (6)			
000111	8854694	(b) (6)	137	140 R	
	13190881	(b) (6)			
000113	8854697	BST-BUILDING SERVICES CENTER	11	11 R	
	12280987	33 FRANKLIN ST			
001539	8854698	(b) (6)	447	454 R	
	4299464	(b) (6)			
000117	8854699	(b) (6)	161	163 R	
	13190749	(b) (6)			
000118	8854687	(b) (6)	401	408 R	
	12287359	(b) (6)			
000114	10389330	(b) (6)	77	78 R	
	10719365	(b) (6)			
000120	8854523	(b) (6)	256	259 R	
	12286061	(b) (6)			
000123	8854502	(b) (6)	265	270 R	
	13190117	(b) (6)			
000124	8854535	(b) (6)	71	73 R	
	13187809	(b) (6)			
000125	8854623	(b) (6)	87	91 R	
	12275806	(b) (6)			
001270	9486610	(b) (6)	399	407 R	
	7809820	(b) (6)			
001784		(b) (6)	30	30 R	
	4638918	(b) (6)			
000164	8854607	(b) (6)	171	174 R	
	4725019	(b) (6)			
000127	8854606	(b) (6)	102	104 R	
	12274452	(b) (6)			
000128	9490221	(b) (6)	29	29 R	
	12286867	(b) (6)			
000131	9490222	(b) (6)	205	213 R	
	13418307	(b) (6)			
001375	8854892	(b) (6)	233	240 R	
	12285275	(b) (6)			
000133	8854532	(b) (6)	499	511 R	AMR Leak Report
	12275231	(b) (6)			
000134	5630805	(b) (6)	159	162 R	
	12278117	(b) (6)			
000135	8854893	(b) (6)	78	80 R	
	12289115	(b) (6)			
000136		PARTS AND COMPANY	3777	3781 M	Old Meter
	0	761 WASHINGTON ST			
000826	8854888	(b) (6)	199	205 R	
	12286304	(b) (6)			
000139	8486678	J & B AUTO PARTS	189	190 R	
	7817161	WASHINGTON ST			
000142	8854626	(b) (6)	45	46 R	
	12286612	(b) (6)			
000143	9486676	PRUETT OIL CO	58	59 R	
	12289484	1170 WASHINGTON ST			
000144	8828427	ALA LIVESTOCK AUCTION INC	3172	3428 R	
	12869526	77 NOEL CIR			
000145	8855487	ALABAMA FARMERS CO-OP INC	370	383 R	AMR Leak Report
	12286662	304 NOEL CIR			
000146	9490224	(b) (6)	110	110 R	
	12281109	(b) (6)			
001717		HARVEST SELECT #6	58	59 R	
	13401926	WASHINGTON ST			
001694		HARVEST SELECT #5	58	59 R	
	12208153	WASHINGTON ST			
000147	34532567	HARVEST SELECT CATFISH #3	159975	162087 M	Need New Register
	7353492	1260 WASHINGTON ST			

Meter Data Dump

000148	HARVEST SELECT CATFISH #2	565	572 R	AMR Leak Report
	7822375 UNKNOWN STREET			
000149	HARVEST SELECT CATFISH #4	334737	339532 R	
	7317234 UNKNOWN STREET			
000150	8854627 HARVEST SELECT CATFISH	24	24 R	
	12273305 UNKNOWN STREET			
000152	ALABAMA CATFISH MILL	7257	7377 R	
	7393503 1420 WASHINGTON ST			
000153	HARMONY HILL TRUCKING	2082	2082 M	Old Meter
	0 1919 WASHINGTON ST			
000154	8854521 HARMONY HILL TRUCKING	73	74 R	
	12284531 WASHINGTON ST			
000155	ANOINTED ASSEMBLY/HERMAN GAINES1981		1981 M	Old Meter
	0 750 WASHINGTON ST			
000156	8854507	0	0 M	Garbage
	0 (b) (6)			
001278	(b) (6)	278	285 R	
	12207604			
001598	8853776	117	121 R	
	12283196			
001550	45514416 PERRY COUNTY CORRECTIONAL CENTE8R75		884 R	
	7352990 HWY 80 E			
001501	8854622 PERRY COUNTY COMMISSIONERS	107	107 R	
	12286619 HWY 80 E			
000158	854507	49	49 R	
	12283408 (b) (6)			
000159	8853833	24	24 R	
	12282199			
001770	(b) (6)	50	52 R	
	4331526			
001670	(b) (6)	46	46 R	
	4324069			
000162	8853836	285	292 R	
	12280309			
001597	9490227	167	170 R	
	12287394			
001371	9490223	29	30 R	
	12607611			
000165	8853484	236	253 R	AMR Leak Report
	12275932			
000167	8853834	486	492 R	
	4299984			
000168	8853832	111	113 R	
	4380884			
000169	8853835	275	283 R	
	12282045			
000170	9490226	193	200 R	
	12283356			
000171	9490240	71	72 R	
	12273024			
000172	8853751	88	90 R	
	12275295			
000173	8854889	120	122 R	
	12283970			
001425	8888	124	128 R	
	12272757			
000174	8853602	293	301 R	
	12281404			
000175	8854890	329	334 R	
	12276802			
000176	8855428	79	82 R	
	12281439			
000177	885425	84	88 R	
	12287152			
000178	8855427	69	69 R	
	12282658			
000179	8828424	1837	2009 R	
	12849811			
000180	8854233	460	463 R	
	12284358			
000181	8854727	122	125 R	
	12271199			
000182	8854724	144	149 R	
	12278472			
000184	8854605	113	117 R	
	12282530			
000187	8854610	14	19 R	
	12106101			

Meter Data Dump

000188	8854611	(b) (6)	90	93 R	
	12286639	(b) (6)			
001727		(b) (6)	690	692 R	
	12274659	(b) (6)			
001747	8854613	(b) (6)	24	25 R	
	12287519	(b) (6)			
000192	8854729	FIRST BAPTIST CHURCH #2	307	310 R	AMR Leak Report
	12281538	UNKNOWN STREET			
000193	8888	(b) (6)	49	50 R	
	12283210	(b) (6)			
001608	8854845	(b) (6)	50	50 R	
	12275946	(b) (6)			
001240	0000	(b) (6)	176	177 R	
	12279068	(b) (6)			
000196	8480236	(b) (6)	109	110 R	
	12281097	(b) (6)			
000197	8843376	(b) (6)		229 R	
	12281147	(b) (6)			
000198	88547726	(b) (6)	192	201 R	
	12285002	(b) (6)			
000199	8854615	(b) (6)	180	186 R	
	12287147	(b) (6)			
001576	10087394	(b) (6)	8	8 R	
	10110363	(b) (6)			
000200	8855319	(b) (6)	167	172 R	AMR Leak Report
	12285427	(b) (6)			
000201	8854609	(b) (6)	86	88 R	
	12285003	(b) (6)			
001541	8854505	(b) (6)	283	292 R	AMR Leak Report
	12273186	(b) (6)			
000203	8854614	MIRACLES OF PRAYER CHURCH	58	58 R	
	12281424	750 WASHINGTON ST			
000204	8854602	(b) (6)	102	105 R	
	12281986	(b) (6)			
000206	8854682	(b) (6)	184	187 R	
	12282672	(b) (6)			
000207		STROTHERS LAUNDRY	1751	1768 M	Old Meter
	0	611 WASHINGTON ST			
000209	9490243	(b) (6)	174	175 R	
	12282048	(b) (6)			
000212	8854506	UNIONTOWN BAPTIST CHURCH	25	25 R	
	12281047	UNKNOWN STREET			
000213	8855320	UNIONTOWN BAPTIST CHURCH	9	9 M	Need New Register
	12275539	UNKNOWN STREET			
000214	8854853	(b) (6)	86	87 R	
	12284674	(b) (6)			
001525	0000	(b) (6)	161	165 R	
	12274230	(b) (6)			
001864	8854581	(b) (6)	300	302 R	
	12276836	(b) (6)			
000218	8843375	(b) (6)	87	89 R	
	12281096	(b) (6)			
000219	8854801	(b) (6)	46	47 R	
	12282617	(b) (6)			
001813	0000	(b) (6)	75	78 R	
	12282640	(b) (6)			
000801		(b) (6)	47	49 R	
	12281754	(b) (6)			
001438	8842038	(b) (6)	139	142 R	
	12283926	(b) (6)			
000222	8842037	(b) (6)	112	115 R	
	12283199	(b) (6)			
000223	8842040	(b) (6)	13	14 R	
	12287517	(b) (6)			
001754	8843374	(b) (6)	44	45 R	
	12286712	(b) (6)			
000226	8854582	(b) (6)	199	203 R	
	12276484	(b) (6)			
001624	8854584	(b) (6)	138	141 R	
	13191244	(b) (6)			
001265	8854014	(b) (6)	188	191 R	
	12276959	(b) (6)			
000229	8854715	(b) (6)	214	219 R	
	12279755	(b) (6)			
000230	8854585	(b) (6)	371	379 R	
	12282226	(b) (6)			
000231	8854713	(b) (6)	39	39 R	
	12284651	(b) (6)			

Meter Data Dump

000232	9486645	(b) (6)	396	402 R	
	7817957	(b) (6)			
001764		(b) (6)	188	189 R	
	7931789	(b) (6)			
001752	8854625	(b) (6)	113	114 R	
	12277283	(b) (6)			
001460	8855334	(b) (6)	115	116 R	
	12285281	(b) (6)			
000237	8855317	JONES SPORTS BAR & GRILL	195	204 R	
	12286813	489 WASHINGTON ST			
000238		(b) (6)	911	911 M	Need New Register
	7932796	(b) (6)			
000405		(b) (6)	257	265 R	
	12208429	(b) (6)			
001795	8854624	(b) (6)	140	140 R	
	12276871	(b) (6)			
000243	8855315	(b) (6)	943	958 R	
	12283857	(b) (6)			
001418		(b) (6)	250	250 M	Need New Register
	7926767	(b) (6)			
000246	8855435	BROOKS BARBER SHOP	52	52 R	
	13190109	123 FRONT ST			
000247		ALABAMA PWR COM./ C/O BERNADETTE C3O2NRAD		32 R	
	7926760	UNKNOWN STREET			
001618		(b) (6)	33	33 M	Need New Register
	4718263	(b) (6)			
000249	8853754	CARRIES BEAUTY & BARBER SHOP	0	0 M	
	12286523	107 FRONT ST			
000817		(b) (6)	88	92 R	
	12286197	(b) (6)			
000875		(b) (6)	24	32 R	
	12932308	(b) (6)			
001787		(b) (6)	82	85 R	
	13400440	(b) (6)			
001853		(b) (6)	2	3 R	
	12935715	(b) (6)			
001421	8853816	(b) (6)	65	67 R	
	12286068	(b) (6)			
000252	0000	(b) (6)	583	601 R	AMR Leak Report
	12275242	(b) (6)			
000253	8854868	(b) (6)	221	223 R	
	12287780	(b) (6)			
001776	8854869	(b) (6)	174	174 R	
	12282114	(b) (6)			
000071	885493	(b) (6)	93	97 R	
	12277282	(b) (6)			
000256	8854784	(b) (6)	134	137 R	
	12287620	(b) (6)			
000260		(b) (6)	3111	3113 R	
	12286083	(b) (6)			
001486	8855735	(b) (6)	112	116 R	
	4484139	(b) (6)			
000261	8854739	(b) (6)	38	39 R	
	12274464	(b) (6)			
000262	8855740	(b) (6)	45	45 R	
	12282785	(b) (6)			
000263	8854556	(b) (6)	168	172 R	
	12282523	(b) (6)			
000264	8854556	(b) (6)	152	154 R	
	4505538	(b) (6)			
000265	8855823	(b) (6)	189	194 R	
	12274610	(b) (6)			
000266	8855824	(b) (6)	126	127 R	
	12284673	(b) (6)			
000267	8854561	(b) (6)	119	119 M	
	12286264	(b) (6)			
000268	8854560	(b) (6)	60	61 R	
	12282591	(b) (6)			
000269	8554558	(b) (6)	497	502 R	
	12280475	(b) (6)			
001858	8854559	(b) (6)	15	16 R	
	12276459	(b) (6)			
000713	8854517	(b) (6)	124	128 R	
	12284835	(b) (6)			
001573	8854770	(b) (6)	130	134 R	
	12275441	(b) (6)			
000274	8855820	(b) (6)	42	42 R	
	12280474	(b) (6)			

Meter Data Dump

000275	8854514	252	256 R	
	12283351			
000276	9486698	153	155 R	
	7821573			
000277	9486626	249	249 M	Need New Register
	7805818			
000278	9486627	506	511 R	
	7805507			
000279	9486699	140	141 R	
	7812267			
000281	9486655	502	508 R	
	7814928			
000282	9486657	154	154 R	
	7816233			
000283	8854870	222	224 R	
	12286498			
001547		206	212 R	
	10738874			
000284	8854871	7	7 R	
	12287362			
000285	8854872	308	313 R	
	12285376			
001772	9486653	265	269 R	
	11845222			
000287	9486651	541	546 R	
	7811490			
000288	9486695	577	577 M	Need New Register
	7818239			
001820	9486629	321	323 R	
	7808855			
000290	9486697	311	311 M	Need New Register
	7812577			
000291	9486701	482	482 M	Need New Register
	7818595			
000292	9486631	277	279 R	
	7809945			
000293	9486628	796	803 R	
	7808834			
000295	9486702	314	314 M	Need New Register
	7811030			
000296	9486661	243	246 R	
	7815662			
000297	94846676	213	213 M	Need New Register
	7811959			
000298	9486630	39	40 R	
	12287926			
000068	9490211	149	153 R	
	12275260			
000299	9486630	246	248 R	
	12275451			
001675	8853486	70	72 R	
	12274437			
000302	8853485	147	150 R	
	12287641			
000303	8853752	111	113 R	
	12282033			
001607	9490241	224	224 M	
	12282955			
000305	9490230	61	63 R	
	12285434			
000307	8853749	146	151 R	
	12274678			
000308	8854592	88	90 R	
	12282680			
000309	9486700	555	562 R	
	7806903			
000888	9490211	320	324 R	
	4301576			
000311	94902008	168	175 R	AMR Leak Report
	12283901			
000312	8854596	115	117 R	
	12286866			
000313	94902102	212	220 R	AMR Leak Report
	12273675			
000314	8854873	90	90 R	
	12281753			
000315	8854594	59	60 R	
	12281885			

Meter Data Dump

001786	9490209	(b) (6)	1	1 R	
	12281652				
001627		ST. PETER CHURCH FELLOWSHIP HALL	7	7 R	
	10752707	31 W SOUTH ST			
000319	9953810	ST PETERS CHURCH	65	68 R	
	12280841	UNKNOWN STREET			
000321	9490207		68	69 R	
	12277280				
000322	8853519	(b) (6)	45	46 R	
	12282254				
001759	8853861		110	113 R	
	12287380				
000325	8854620		51	52 R	
	12273138				
000326	122872222		93	96 R	
	12287222				
000327	12285298		162	166 R	
	12285298				
000329	12283205		34	35 R	
	12286563				
000330	12286563		39	40 R	
	12283205				
000331	12281833		35	36 R	
	12281833				
000332	12280478		145	148 R	
	12280478				
000333	12281846		290	302 R	
	12281846				
001364	12273230		87	87 M	
	12273230				
000132	8853596		453	453 M	Need New Register
	10540704				
001652			119	120 R	
	10184234				
000841	12277382		15	24 R	AMR Leak Report
	12277382				
000336	12273212		46	47 R	
	12273212				
000337	12282587		28	28 R	
	12282587				
000338	12281992		182	186 R	
	12281972				
000339	12286371		281	284 R	
	12286371				
000340	12287151		511	517 R	
	12287151				
000341	12287085		59	61 R	
	12273821				
000342	12273821		165	168 R	
	12287085				
000343	12287611		98	100 R	
	12287611				
000344	12275320		224	229 R	
	12275320				
001429	12278127		211	218 R	
	12278127				
000345	12276803		225	230 R	
	12286372				
001765			171	175 R	
	12276803				
000347	12285035		225	231 R	
	13335647				
000348	12283509		111	114 R	
	12283509				
000349	12284350		100	101 R	
	12284350				
000350	12278301		120	123 R	
	12278301				
001531			318	324 R	
	4478979				
000353	12273227		392	402 R	AMR Leak Report
	12273227				
000355	8853517		86	86 R	
	13343263				
000357	12283814		372	382 R	
	12283814				
000359	12275512		134	135 R	
	12275512				

Meter Data Dump

000361	UNIONTOWN ELEMENTARY SCHOOL	11148	11148 M	
	7356514 UNKNOWN STREET			
000362	HATCH HIGH GYM	4352	4352 M	
	11804856 UNKNOWN STREET			r 4759 12834647
000363	HATCH LUNCHROOM	3337	13313 R	
	7395085 UNKNOWN STREET			
000365	HATCH HIGH SCHOOL HOME EC BLDG	2417	2423 R	
	11806735 UNKNOWN STREET			
000368	12281855	210	214 R	
	12281855			
000369	12282784	57	58 R	
	12282784			
000370	12287302		266 R	
	12287302			
001731	12273923	199	202 R	
	12273923			
000373	12283349	415	422 R	
	12283349			
001840	8853615	19	21 R	
	12277568			
000375	12275275	81	82 R	
	12275275			
000376	12287346	221	227 R	
	12287346			
000377		490	496 R	
	7817575			
000379	12285257	49	49 R	
	12285257			
000380	12286198	80	81 R	
	12286198			
000381		1033	1033 M	Need New Register
	7818614			
000382	12286263	40	41 R	
	12286263			
000384	12279710	10	10 R	
	12282209			
000386		178	180 R	
	11844523			
001264	9879519	416	421 R	
	10100390			
000387		815	815 M	
	7812380			e 13332193 r 61
000388	12287592	155	159 R	
	12286927			
000389	12286927	185	190 R	
	12287592			
000390	12283612	177	180 R	
	12283612			
000391		221	224 R	
	12273936			
000392	12285751	74	75 R	
	12285751			
000393	12275455	33	35 R	
	12275455			
000394	12280663 DIXIE SERVICE STATION	14	14 R	
	12280663 UNKNOWN STREET			
000395		118	118 R	
	7820290			
000398	8853701	28	34 R	
	13288572			
000401		0	0 M	Sewer Only
	0			
001434		458	458 R	
	7817533			
000402		681	688 R	
	7818240			
000403	12280338	162	166 R	
	12280338			
000404	12274254	152	154 R	
	12274254			
000406	8853579	306	306 R	
	5444524			
000407		294	294 M	Need New Register
	7822329			
000408	12280936	71	71 R	
	12280936			
000409	12272701	360	372 R	AMR Leak Report
	12272701			

Meter Data Dump

000410	13188519	(b) (6)	0	0 R	
	13188519				
000411	12281611	(b) (6)	248	266 R	AMR Leak Report
	12281611				
001497		(b) (6)	344	346 R	
	11858646				
000413	12273855	(b) (6)	68	68 R	
	12273855				
000415	12280772	(b) (6)	278	286 R	AMR Leak Report
	12280772				
000416		(b) (6)	492	496 R	
	7816231				
001521	1228160	(b) (6)	122	123 R	
	12285436				
000419	8853566	(b) (6)	438	447 R	
	5067432				
000421	12275278	(b) (6)	21	21 R	
	12275278				
000423	12278591	(b) (6)	377	382 R	
	12278591				
000424		(b) (6)	292	295 R	
	7817764				
000425	12282098	(b) (6)	123	125 R	
	12282098				
000799		(b) (6)	175	178 R	
	10738733				
000426	12274217	(b) (6)	135	138 R	
	12274217				
000430		(b) (6)	581	581 M	Need New Register
	7801747				
000432	12282036	(b) (6)	76	78 R	
	12282036				
000433	12283280	(b) (6)	270	272 R	
	12283280				
000434	12284021	(b) (6)	107	109 R	
	12284021				
001668	8854837	(b) (6)	198	200 R	
	10557537				
000436	12286146	(b) (6)	195	199 R	
	12286146				
001252		(b) (6)	292	297 R	
	7809811				
001827		(b) (6)	56	56 M	Need New Register
	1400440				
000437	12282867	(b) (6)	322	331 R	
	12282867				
000439	12273858	(b) (6)	53	54 R	
	12273858				
000440	12280494	(b) (6)	63	64 R	
	12280494				
000442	12286555	(b) (6)	322	329 R	
	12286555				
001574	12282608	(b) (6)	416	427 R	AMR Leak Report
	12282608				
001874	12287347	(b) (6)	0	24 R	AMR Leak Report
	10458252				
000447	13262938	(b) (6)	154	155 R	
	13262938				
000449	12283204	(b) (6)	135	137 R	
	12283204				
000450	12282774	(b) (6)	462	469 R	
	12290262				
001571	8854833	(b) (6)	24	24 M	
	12282774				
000452	12284025	(b) (6)	90	91 R	
	12284025				
000453	8854772	(b) (6)	187	187 M	Need New Register
	11765089				
000454	12274715	(b) (6)	213	219 R	
	12274715				
001451	8854617	(b) (6)	582	588 R	
	4327056				
000456	8855784	(b) (6)	215	217 R	
	4306604				
000458		(b) (6)	0	0 M	Sewer Only
	0				
000459	12277205	(b) (6)	968	984 R	AMR Leak Report
	12277205				

Meter Data Dump

000460	12284299	(b) (6)	828	863 R	AMR Leak Report
	12284299				
000461	12281947		6	6 R	
	12281947				
000462	12274716		115	116 R	
	12274716				
000463	8853695		629	632 R	
	5017497				
001797	12284101		401	405 R	
	12284101				
000465	12282158		36	36 R	
	12282158				
000466	12280661		471	474 R	
	12280661				
000468	12284411		33	33 R	
	13345429				
001382	12282097		266	289 R	AMR Leak Report
	12282097				
000469	12286775		28	28 R	
	12286775				
000476	9886426		295	299 R	
	10114973				
001881			0	0 R	
	12284416				
001595	12283508		93	93 R	
	12283508				
000471	12272752		253	255 R	
	12272752				
001821			132	136 R	
	12276401				
000473	12287757		235	238 R	
	12287757				
000474	12274326		206	211 R	
	12274326				
000477			616	620 R	AMR Leak Report
	7820694				
000884	10087387		421	428 R	
	10337302				
001441			599	599 M	Need New Register
	4474605				
000478	12279311		182	188 R	
	12279311				
000480	12283065		132	132 M	Need New Register
	12283065				
000216	8854580		197	197 M	Need New Register
	7818616				
000482	12284658		129	131 R	
	12284658				
000483			828	828 M	Need New Register
	11851505				
000484	12286773		123	125 R	
	12286773				
000887	9886435		123	124 R	
	10111663				
000485	12289421		273	280 R	
	12289421				
001663			5	5 R	
	10719366				
000486	12272765		221	225 R	
	12272765				
000520	10089392		393	397 R	
	10098414				
000488	12275057		63	64 R	
	12275057				
001568	10087385		356	362 R	
	10379966				
000489	12283881		163	167 R	
	12283881				
000490	12274457		351	369 R	AMR Leak Report
	12274457				
000359	9486621		357	357 M	Need New Register
	11854965				
001496	9486621		410	415 R	
	11857151				
000492	12279967		182	190 R	
	12279967				
000493	12280398		160	164 R	
	12280398				

Meter Data Dump

000494	8855391	392	399 R
	5347811		
000496	12279045	395	405 R
	12279045		
000497	12287130	156	159 R
	12287130		
000851	10389328	506	514 R
	10746654		
000500	12284577	473	480 R
	12284577		
000501	12284148	137	139 R
	12284148		
000502	9486652	334	336 R
	7812827		
000503	8853722	153	167 R
	4935639		
000504	12273914	45	46 R
	12273914		
001793		86	90 R
	12278232		
000506	12285154	190	192 R
	12285154		
000507	12276457	110	113 R
	12276457		
000508	10087389	1445	1462 R
	10020705		
000509	12280860	25	30 R
	12280860		
000512	12285190	42	43 R
	12285190		
000513	12286296	74	76 R
	12286296		
000519	12281614	169	174 R
	12281614		
000521	12282620	138	141 R
	12282620		
000522	12287129	103	106 R
	12287129		
000523	12279971	150	152 R
	12279971		
000524	12281472	55	56 R
	12281472		
000525	12280345	144	146 R
	12280345		
000526	12277797	59	61 R
	12277797		
000217	12272718	356	359 R
	12272718		
000527	12283940	97	98 R
	12283940		
000528	12272318	102	109 R
	12272318		
000530	12286592	190	193 R
	12286592		
000532	12278233	55	55 M
	12278233		
000533	12284594	175	179 R
	12284594		
000534	12277795	133	136 R
	12277795		
001549	8853738	134	135 R
	5388795		
001446	12287576	224	228 R
	12287576		
000539	12287132	118	119 R
	12287132		
000541	12279920	171	174 R
	12279920		
000542	12274572	86	88 R
	12274572		
000543	12273297	91	93 R
	12273297		
000544	12285626	107	116 R
	12285626		
000546	12283041	21	22 R
	12283041		
000547	12274211	78	80 R
	12274211		

Need New Register

Meter Data Dump

000548	12280336	(b) (6)	199	204 R	
	12280336	(b) (6)			
000549	12287855	(b) (6)	222	228 R	
	12287855	(b) (6)			
000537	12280306	(b) (6)	277	282 R	
	12280306	(b) (6)			
000555	8853637	(b) (6)	187	189 R	
	4532650	(b) (6)			
000186		(b) (6)	143	147 R	
	12287328	(b) (6)			
000553	12279922	(b) (6)	211	215 R	
	12279922	(b) (6)			
001611	12273011	(b) (6)	110	114 R	
	12273011	(b) (6)			
001520	12281896	(b) (6)	104	107 R	
	12281896	(b) (6)			
000556	12283404	(b) (6)	82	84 R	
	12283404	(b) (6)			
000558	8853671	(b) (6)	33	40 R	
	13276451	(b) (6)			
000559	12281062	(b) (6)	21	21 R	
	12281062	(b) (6)			
000560	12287764	(b) (6)	97	99 R	
	12287764	(b) (6)			
000561	12273819	(b) (6)	174	178 R	
	12273819	(b) (6)			
000562	12285079	(b) (6)	112	115 R	
	12285079	(b) (6)			
000563	12283376	(b) (6)	124	127 R	
	12283376	(b) (6)			
000565	12280312	(b) (6)	253	255 R	
	12280312	(b) (6)			
000554	10087386	(b) (6)	106	106 M	Need New Register
	10337203	(b) (6)			
000566	94886613	(b) (6)	110	110 M	Need New Register
	7816311	(b) (6)			
001735	9486612	(b) (6)	423	433 R	
	7815537	(b) (6)			
000568	12274473	(b) (6)	199	202 R	
	12274473	(b) (6)			
000570	8853683	(b) (6)	204	211 R	
	10540761	(b) (6)			
000571	12286771	ROCK CHAPEL	21	21 R	
	12286771	UNKNOWN STREET			
000572	12282453	(b) (6)	166	170 R	
	12282453	(b) (6)			
000573	12274345	(b) (6)	111	114 R	
	13337612	(b) (6)			
000574	12282539	(b) (6)	237	241 R	
	12282539	(b) (6)			
000575	12275317	(b) (6)	127	130 R	
	12275317	(b) (6)			
000577	12274321	(b) (6)	150	153 R	
	12274321	(b) (6)			
000578	8853641	(b) (6)	342	344 R	
	10256251	(b) (6)			
000579	12280372	(b) (6)	169	173 R	
	12280372	(b) (6)			
000580	12284534	(b) (6)	210	214 R	
	12284534	(b) (6)			
000581	8853643	(b) (6)	250	254 R	
	4347055	(b) (6)			
000582	12286227	(b) (6)	105	108 R	
	12286227	(b) (6)			
000583	12286248	(b) (6)	242	248 R	
	12286248	(b) (6)			
000584	12282804	(b) (6)	94	99 R	
	12282804	(b) (6)			
000585	12285237	(b) (6)	149	157 R	
	12285237	(b) (6)			
000586	12278086	(b) (6)	143	147 R	
	12278086	(b) (6)			
000587	9486668	(b) (6)	307	307 M	Need New Register
	7807961	(b) (6)			
000588	12284785	(b) (6)	193	198 R	
	12284785	(b) (6)			
000589	12275520	(b) (6)	120	122 R	
	12275520	(b) (6)			

Meter Data Dump

000590	12275945	(b) (6)	45	46 R	
	12275945	(b) (6)			
000591	10087390	(b) (6)	76	77 R	
	13343917	(b) (6)			
000592	12274344	(b) (6)	59	60 R	
	12274344	(b) (6)			
000593	12275508	(b) (6)	93	95 R	
	12275508	(b) (6)			
000594	12274646	(b) (6)	129	132 R	
	12274646	(b) (6)			
000598	8853782	(b) (6)	257	258 R	
	4619943	(b) (6)			
000600	12287304	(b) (6)	219	222 R	
	12287304	(b) (6)			
000601	12274672	(b) (6)	56	57 R	
	12274672	(b) (6)			
000602	12278357	(b) (6)	50	51 R	
	12278357	(b) (6)			
000603	12286839	(b) (6)	61	63 R	
	12286819	(b) (6)			
000604	12289483	(b) (6)	76	79 R	
	12289483	(b) (6)			
000605	12282619	(b) (6)	0	0 R	
	12282619	(b) (6)			
000607	12288818	(b) (6)	130	134 R	
	12288818	(b) (6)			
000608	12282992	(b) (6)	543	556 R	AMR Leak Report
	12282992	(b) (6)			
000609	8853525	(b) (6)	121	121 M	Need New Register
	5602544	(b) (6)			
000610		(b) (6)	415	418 R	
	11857518	(b) (6)			
000612		(b) (6)	249	249 M	Need New Register
	11857534	(b) (6)			
000613	12287422	(b) (6)	141	144 R	
	12287422	(b) (6)			
000616	12281970	(b) (6)	228	235 R	
	13344674	(b) (6)			
000617	12287527	(b) (6)	117	119 R	
	12287527	(b) (6)			
000618		(b) (6)	350	350 M	Need New Register
	7818628	(b) (6)			
000619	12285757	(b) (6)	37	38 R	
	12285757	(b) (6)			
000620	12287570	(b) (6)	144	150 R	AMR Leak Report
	12287570	(b) (6)			
000621	12287381	(b) (6)	147	148 R	
	12287381	(b) (6)			
000622	12288792	(b) (6)	100	102 R	
	12288792	(b) (6)			
000623		(b) (6)	329	332 R	
	7816897	(b) (6)			
000624	8853507	(b) (6)	235	239 R	
	4860700	(b) (6)			
000625		(b) (6)	74	74 M	Need New Register
	7815538	(b) (6)			
000626		(b) (6)	168	171 R	
	7821570	(b) (6)			
000629		(b) (6)	3069	3096 R	AMR Leak Report
	7813599	(b) (6)			
000631	12281410	(b) (6)	425	432 R	
	12281410	(b) (6)			
000632	12288766	(b) (6)	93	95 R	
	12288766	(b) (6)			
000215	12285800	(b) (6)	109	112 R	
	13341775	(b) (6)			
000634	12286746	(b) (6)	173	176 R	
	12286746	(b) (6)			
000635	13263339	(b) (6)	125	128 R	
	13263339	(b) (6)			
000636	12285146	(b) (6)	279	300 R	
	12285146	(b) (6)			
000637	12282697	(b) (6)	403	412 R	
	12282697	(b) (6)			
000639	12287564	(b) (6)	249	270 R	AMR Leak Report
	12287564	(b) (6)			
001596	12285134	(b) (6)	268	273 R	
	12285134	(b) (6)			

Meter Data Dump

000641	12275076	(b) (6)	49	49 M	Need New Register
	12275076	(b) (6)			
000643	12285967	(b) (6)	87	92 R	AMR Leak Report
	12285967	(b) (6)			
000644	12286822	(b) (6)	26	26 M	Need New Register
	12286822	(b) (6)			
000645	12285291	(b) (6)	164	164 M	Need New Register
	12285291	(b) (6)			
000646	12287562	(b) (6)	126	128 R	
	12287562	(b) (6)			
000647	12287749	(b) (6)	159	160 R	
	12287749	(b) (6)			
001746	12280783	(b) (6)	157	159 R	
	12280783	(b) (6)			
000649	12286128	(b) (6)	339	346 R	
	12286128	(b) (6)			
000650	12282308	(b) (6)	219	224 R	
	12282308	(b) (6)			
000651	12279026	(b) (6)	286	293 R	
	12279026	(b) (6)			
000654	12274229	(b) (6)	415	425 R	
	12274229	(b) (6)			
000655	12277281	(b) (6)	38	39 R	
	12277281	(b) (6)			
000656	12283372	(b) (6)	117	120 R	
	12283372	(b) (6)			
000657	12280853	(b) (6)	203	206 R	
	12280853	(b) (6)			
000658	12273982	(b) (6)	55	56 R	
	12273982	(b) (6)			
000660		(b) (6)	11	11 R	
	7916776	(b) (6)			
001166	12278580	(b) (6)	116	118 R	
	12278580	(b) (6)			
000663	12273743	(b) (6)	283	293 R	
	12273743	(b) (6)			
000664	12283913	(b) (6)	56	58 R	
	12283913	(b) (6)			
001512	8853621	(b) (6)	31	31 M	
	13343286	(b) (6)			
000665	12282757	(b) (6)	92	92 M	Need New Register
	12282757	(b) (6)			
001631		(b) (6)	152	155 R	
	12283611	(b) (6)			
000240		(b) (6)	93	98 R	
	13418308	(b) (6)			
000531		(b) (6)	224	224 M	Need New Register
	5631942	(b) (6)			
001720		(b) (6)	124	124 M	Need New Register
	5590608	(b) (6)			
001804		(b) (6)	65	70 R	
	706055	(b) (6)			
001865		(b) (6)	7	12 R	
	12944235	(b) (6)			
000668	12281941	(b) (6)	166	168 R	
	12281941	(b) (6)			
000670	12280741	(b) (6)	311	316 R	
	12280741	(b) (6)			
000672	8854751	(b) (6)	386	394 R	AMR Leak Report
	4629957	(b) (6)			
000673	9490196	(b) (6)	92	94 R	
	4305069	(b) (6)			
000677	12284345	(b) (6)	45	46 R	
	12284345	(b) (6)			
001837		(b) (6)	271	275 R	AMR Leak Report
	10741809	(b) (6)			
000679	12280495	(b) (6)	114	115 R	
	12280495	(b) (6)			
000680	12274443	(b) (6)	86	87 R	
	12274443	(b) (6)			
001579	12286849	(b) (6)	172	175 R	
	12286849	(b) (6)			
000682	12272767	(b) (6)	159	174 R	
	12272767	(b) (6)			
000684	13190192	(b) (6)	315	330 R	
	13190192	(b) (6)			
000685	13191252	(b) (6)	83	85 R	
	13191252	(b) (6)			

Meter Data Dump

000686	12279648	(b) (6)	166	170 R	
	12279648	(b) (6)			
000687	8854508	(b) (6)	87	89 R	
	4466934	(b) (6)			
000688	12282645	(b) (6)	163	166 R	
	12282645	(b) (6)			
000689	12288799	(b) (6)	154	157 R	
	12288799	(b) (6)			
000690	12275229	(b) (6)	66	66 R	
	12275229	(b) (6)			
000691	12285038	(b) (6)	204	211 R	
	12285038	(b) (6)			
000692	12274657	(b) (6)	92	95 R	
	12274657	(b) (6)			
000693	13187777	(b) (6)	414	423 R	
	13187777	(b) (6)			
000694	13268060	(b) (6)	207	212 R	
	13268060	(b) (6)			
000696	9886436	(b) (6)	281	284 R	
	4309754	(b) (6)			
000697	12287325	(b) (6)	63	63 M AMR Backflow Report	
	12287325	(b) (6)			
000698	12273717	(b) (6)	154	165 R	
	12273717	(b) (6)			
000699	12286092	(b) (6)	51	51 R	
	12286092	(b) (6)			
000700	13268068	(b) (6)	116	118 R	
	13268068	(b) (6)			
000701	12289588	(b) (6)	184	187 R	
	12289588	(b) (6)			
000702	8854752	(b) (6)	322	328 R	
	4264685	(b) (6)			
000704	8854737	(b) (6)	256	258 R	
	10100659	(b) (6)			
001290	12284816	(b) (6)	241	246 R	
	12284816	(b) (6)			
000705	12282837	(b) (6)	30	31 R	
	12282837	(b) (6)			
001756		(b) (6)	118	123 R	
	13403195	(b) (6)			
000706	9486674	(b) (6)	127	127 R	
	7812766	(b) (6)			
000709	12282086	(b) (6)	234	238 R	
	12282086	(b) (6)			
000711	13262841	(b) (6)	137	141 R	
	13262841	(b) (6)			
000714	12274786	(b) (6)	139	141 R	
	12274786	(b) (6)			
000715	12283911	(b) (6)	65	65 R	
	13338188	(b) (6)			
001439	12282838	(b) (6)	95	95 R	
	12282838	(b) (6)			
000716	8854704	(b) (6)	360	366 R	
	4295465	(b) (6)			
000717	12285091	(b) (6)	193	199 R	AMR Leak Report
	12285091	(b) (6)			
001750	12285046	(b) (6)	143	151 R	AMR Leak Report
	12285046	(b) (6)			
000718	8854700	(b) (6)	256	261 R	
	5290385	(b) (6)			
000719	12286165	(b) (6)	99	103 R	
	12286165	(b) (6)			
000720	12286558	(b) (6)	195	198 R	
	12286558	(b) (6)			
000723	12285286	(b) (6)	98	101 R	
	12285286	(b) (6)			
000724	12281936	(b) (6)	25	25 R	
	12281936	(b) (6)			
000726	12274462	(b) (6)	61	62 R	
	12274462	(b) (6)			
000727	13267867	(b) (6)	201	203 R	
	13267867	(b) (6)			
001386		(b) (6)	194	195 R	
	7916318	(b) (6)			
000728	12285080	(b) (6)	71	72 R	
	12285080	(b) (6)			
000729	12274236	(b) (6)	125	128 R	
	12274236	(b) (6)			

Meter Data Dump

000731	12286868	(b) (6)	329	335 R	
	12286868	(b) (6)			
000732	8855771	(b) (6)	444	496 R	AMR Leak Report
	12110480	(b) (6)			
000733	12282285	(b) (6)	47	47 R	
	12282285	(b) (6)			
000734	12273235	(b) (6)	82	84 R	
	12273235	(b) (6)			
000735	12285188	(b) (6)	346	352 R	
	12285188	(b) (6)			
001536		(b) (6)	817	823 R	
	7809774	(b) (6)			
001246	13266160	(b) (6)	92	100 R	
	13266160	(b) (6)			
000743	12282094	(b) (6)	344	353 R	
	12282094	(b) (6)			
001669	8854640	(b) (6)	280	291 R	
	12284014	(b) (6)			
000744	8855773	(b) (6)	26	27 R	
	13339065	(b) (6)			
000745	8855775	(b) (6)	181	181 M	Need New Register
	4663290	(b) (6)			
000746	12287603	(b) (6)	55	57 R	
	12287603	(b) (6)			
000747	12273890	(b) (6)	78	95 R	AMR Leak Report
	13318524	(b) (6)			
000748	12283263	(b) (6)	139	141 R	
	12283263	(b) (6)			
001402	12282671	(b) (6)	516	522 R	
	12282671	(b) (6)			
000749	12275029	(b) (6)	279	287 R	AMR Leak Report
	12275029	(b) (6)			
000750	12275205	(b) (6)	428	437 R	AMR Leak Report
	12275205	(b) (6)			
000751	12282510	(b) (6)	139	142 R	
	12282510	(b) (6)			
000752	12282798	(b) (6)	158	158 R	
	12282798	(b) (6)			
001424	12274126	(b) (6)	231	237 R	
	12274126	(b) (6)			
000753	12287198	(b) (6)	132	133 R	
	12287198	(b) (6)			
001507	12284530	(b) (6)	254	260 R	
	12284530	(b) (6)			
000873	SOUTHEASTERN MANAGEMENT CO	(b) (6)	3299	3299 M	Old Meter
	0 UNKNOWN STREET	(b) (6)			
000755	12279566 DALCOR	(b) (6)	192	197 R	
	13342236 UNKNOWN STREET	(b) (6)			
000756	DALCOR	(b) (6)	3712	3712 M	Old Meter
	0 UNKNOWN STREET	(b) (6)			
000757	DALCOR	(b) (6)	1814	1814 M	Old Meter
	0 UNKNOWN STREET	(b) (6)			
000758	DALCOR	(b) (6)	3849	3849 M	Old Meter
	0 UNKNOWN STREET	(b) (6)			
000759	12287623 DALCOR	(b) (6)	1145	1160 R	AMR Leak Report
	12287623 UNKNOWN STREET	(b) (6)			
000760	12273679 DALCOR	(b) (6)	428	437 R	
	12273679 UNKNOWN STREET	(b) (6)			
000761	DALCOR	(b) (6)	952	952 M	Old Meter
	0 UNKNOWN STREET	(b) (6)			
000762	13264133 DALCOR	(b) (6)	522	531 R	
	13264133 UNKNOWN STREET	(b) (6)			
001354		(b) (6)	58	60 R	
	12284370	(b) (6)			
000763	DALCOR	(b) (6)	3602	3602 M	Old Meter
	0 UNKNOWN STREET	(b) (6)			
000707		(b) (6)	25	29 R	
	711014	(b) (6)			
000116	8888	(b) (6)	81	84 R	
	7926744	(b) (6)			
001356	12280792	(b) (6)	51	52 R	
	12280792	(b) (6)			
000768	12288791	(b) (6)	65	67 R	
	12288791	(b) (6)			
001329	13268710 BROWN DRUG CO. INC	(b) (6)	54	55 R	
	13268710 UNKNOWN STREET	(b) (6)			
000772	13264602 CADENCE BANK	(b) (6)	21	21 R	
	13264602 WATER AVE	(b) (6)			

Meter Data Dump

000773	13264871 DOLLAR GENERAL STORE	220	236 R	
	13264871 WASHINGTON ST			
000774	12287176	39	40 R	
	12287176			
000775	12286279	101	103 R	
	12286279			
000257	885579	66	66 M	Need New Register
	5631160			
000777	8842081	89	90 R	
	4701860			
000320	8855794	227	229 R	
	4264489			
001737	12281609	100	100 R	
	12281609			
000780	8855789	278	280 R	AMR Leak Report
	4372094			
001466	13268131	71	74 R	
	13268131			
000782	12286284	96	102 R	
	12286284			
000783	12286709	667	684 R	AMR Leak Report
	12286709			
000784	12283469	271	278 R	AMR Leak Report
	12283469			
001749	12286074	123	124 R	
	12286074			
001848	8842077	231	231 M	Need New Register
	5592339			
001715	12285618	16	16 R	
	12285618			
001600	12284580	99	101 R	
	12284580			
001850	12283470	189	190 R	
	12283470			
000825	12282630	160	165 R	
	12282630			
000516	12273190	71	72 R	
	12273190			
001685	8854841	176	180 R	
	4632300			
001872	8842098	247	249 R	
	4749079			
000798	12275210	48	48 M	
	12274347			
001757	12285443	103	104 R	
	12285443			
000740	12274347	369	376 R	
	12275210			
001431	12274967	97	98 R	
	12274967			
001658	12275319	222	226 R	
	12275319			
001359	12274194	110	113 R	
	12274194			
001523	12278511	97	100 R	
	12278511			
001699	8854842	343	346 R	
	4326488			
001634	13268678	366	369 R	
	13268678			
000310	12282988	236	243 R	
	12282988			
001734	12284671	129	131 R	
	12284671			
000805	12280682	308	314 R	
	12280682			
000653	12280396	165	170 R	
	12280396			
001875	12282994	121	122 R	
	12282994			
001830	12282205	81	84 R	
	12282205			
001815	12280357	176	179 R	
	12280357			
000809	12281763 HOUSING AUTHORITY	9	9 R	
	12281763 407 COBB ST			
001156	9955760	261	266 R	
	4304503			

Meter Data Dump

001684	12287706	185	190 R	
	12287706			
001411	8855746	302	307 R	
	10540989			
000808	8855753	290	295 R	
	4603538			
000814	12283969	363	371 R	
	12283969			
001288	12286908	314	319 R	
	12286908			
001773	8854846	301	309 R	
	12283937			
001420	12283939	147	151 R	
	12283939			
001763	12273924	133	137 R	
	12273924			
000847	12286261	52	54 R	
	12286261			
000819	8854823	212	215 R	
	4670198			
000820	12286794	281	287 R	
	12286794			
001783	12287653	273	283 R	
	12287653			
001681	8854844	193	196 R	
	12282603			
001314	12278505	498	520 R	
	12278505			
001518	12281953	362	403 R	
	12281953			
000824	8854815		961 R	AMR Leak Report
	5099852			
001251	12287371	125	129 R	
	12287371			
001400	12281574	172	177 R	
	12281574			
000883	12275988	183	186 R	
	12275988			
000224	8855817	220	225 R	
	4671980			
000829	8854815	479	482 R	
	4296438			
000830	12275992	111	114 R	
	12275992			
001500	12274656	417	424 R	AMR Leak Report
	12274656			
000832	12287551	143	146 R	
	12287551			
001408	12286906	153	160 R	
	12286906			
001385	12281892	254	254 R	
	12281892			
001702	12287632	222	228 R	
	12287632			
000837	12275293	207	211 R	
	12275293			
001632	12284929	275	281 R	
	12284929			
001789	8855752	381	386 R	
	5668393			
001816	8855751	302	302 M	Need New Register
	5642673			
000839	12273294	75	77 R	
	12273294			
001806	12281478	103	106 R	
	12281478			
000835	12282675	161	165 R	
	12282675			
001449	12274679	157	160 R	
	12274679			
001629	12272755	83	87 R	
	12272755			
000833	12283824	183	187 R	
	12283824			
001594	12281348	173	178 R	
	12281348			
001876	13262960	100	100 R	
	13262960			

Meter Data Dump

001583	13190909	116	119 R	
	13190909			
001513	12272737	138	142 R	
	12272737			
001878	8842054	188	188 M	Need New Register
	5633012			
001785		209	215 R	
	4631561			
001587	8842117	223	230 R	
	13344279			
001879	12275318	0	1 R	
	12976976			
001729	9486609	165	168 R	
	7805510			
000852	12274308	73	75 R	
	12274308			
001808	12282605	116	117 R	
	12282605			
001814	12288708	97	100 R	
	12288708			
001527	12274611	338	352 R	AMR Leak Report
	12274611			
000862	12281950	88	92 R	
	12281950			
000863	8842073	202	205 R	
	4358744			
000864	8842112	426	426 M	Need New Register
	5070895			
000614	12284402	129	131 R	
	12284402			
001861	12273690	250	254 R	
	12273690			
001528	8842083	118	118 M	Need New Register
	11764531			
001578	12275058	125	132 R	
	12275058			
001863	2275997	245	251 R	
	12275997			
000871	12283221	150	154 R	
	12283221			
000874	12275941	113	116 R	
	12275941			
001748	12285276	55	58 R	
	12285276			
001708	8842106	322	322 M	Need New Register
	5642091			
000878	12285284	40	41 R	
	12285284			
001379		649	649 M	Need New Register
	5639773			
001755	12278120	60	61 R	
	12278120			
001780	12285247	47	49 R	
	12285247			
001822	8842088	73	73 M	Need New Register
	5634115			
001802	12275933	90	90 R	
	12275933			
001638	12287555	47	47 R	
	12287555			
001647	12281321	136	139 R	
	12281321			
000882	12285532	89	90 R	
	12285532			
001613	12287575	75	77 R	
	12287575			
000905	12285617	85	88 R	
	12285617			
001619	12274446	72	74 R	
	12274446			
001696		58	59 R	
	13337874			
000909	12277313	54	56 R	
	12277313			
001854	12280168	30	30 R	
	12280168			
000898	RURAL HEALTH MEDICAL PROG INC	839	842 M	Old Meter
	0 80 OLD HAMBURG RD			

Meter Data Dump

000902	12274219	(b) (6)	300	303 R	
	12274219	(b) (6)			
000903	9486690	FIN & FEATHER FARM	157	158 R	
	7817821	UNKNOWN STREET			
000866	8853765	(b) (6)	85	87 R	
	5589691	(b) (6)			
000045	13263804	(b) (6)	217	233 R	AMR Leak Report
	13263804	(b) (6)			
001436	12288790	(b) (6)	115	117 R	
	12288790	(b) (6)			
001563	9886432	(b) (6)	44	45 R	
	12634220	(b) (6)			
000906	8853760	(b) (6)	35	36 R	
	4306481	(b) (6)			
000907	12288789	(b) (6)	35	36 R	
	12288789	(b) (6)			
000908	12289610	(b) (6)	173	174 R	
	12289610	(b) (6)			
000910	12284082	(b) (6)	236	239 R	
	12284082	(b) (6)			
001551	12283819	(b) (6)	95	97 R	
	12283819	(b) (6)			
000913	12281106	(b) (6)	636	640 R	
	12281106	(b) (6)			
000914		(b) (6)	601	603 M	Old Meter
	0	(b) (6)			
000916	12284729	(b) (6)		142 R	
	12284729	(b) (6)			
000917	12287423	(b) (6)	400	418 R	AMR Leak Report
	12287423	(b) (6)			
000918	12288345	(b) (6)	801	814 R	
	12288345	(b) (6)			
000919	12283994	(b) (6)	71	74 R	
	12283994	(b) (6)			
000920	8854762	(b) (6)	270	274 R	
	13262855	(b) (6)			
000922	8855422	(b) (6)	63	64 R	
	12288774	(b) (6)			
000925	8855418	(b) (6)	271	276 R	
	12288773	(b) (6)			
000927	8855770	(b) (6)	55	56 R	
	12283757	(b) (6)			
000929	8855769	(b) (6)	986	1005 R	AMR Leak Report
	13262540	(b) (6)			
000931	8854742	(b) (6)	642	647 R	
	12287606	(b) (6)			
000932	8855768	(b) (6)	104	105 R	
	12272650	(b) (6)			
000934	8854918	(b) (6)	164	165 R	
	12284363	(b) (6)			
000935	8855767	(b) (6)	15	15 M	Need New Register
	12273667	(b) (6)			
001621	10087395	(b) (6)	435	439 R	
	12079358	(b) (6)			
001721	8854970	(b) (6)	26	26 R	
	12280138	(b) (6)			
001851		(b) (6)	79	79 R	
	13416314	(b) (6)			
000937	8854921	(b) (6)	1	2 R	
	12289600	(b) (6)			
000938	8854917	(b) (6)	22	22 R	
	12274212	(b) (6)			
000939	8854919	(b) (6)	75	77 R	
	12217380	(b) (6)			
001672		(b) (6)	36	36 R	
	12281961	(b) (6)			
000940	8854916	(b) (6)	119	121 R	
	12286703	(b) (6)			
001525		(b) (6)	0	0 R	
	12979187	(b) (6)			
000941	8855566	(b) (6)	6	6 R	
	12272687	(b) (6)			
001414	8888	(b) (6)	121	122 R	
	4310140	(b) (6)			
000942	8855564	(b) (6)	57	58 R	
	12280684	(b) (6)			
000943	8855561	(b) (6)	146	147 R	
	12285761	(b) (6)			

Meter Data Dump

000944	8855562	(b) (6)	171	177 R	
	12272853	(b) (6)			
000946	8854744	(b) (6)	200	205 R	
	12272657	(b) (6)			
000947	8855563	(b) (6)	135	137 R	
	12275200	(b) (6)			
001478		(b) (6)	41	43 R	
	10096017	(b) (6)			
000948	8855395	(b) (6)	202	206 R	
	4327131	(b) (6)			
000949	8853844	(b) (6)	166	168 R	
	4305216	(b) (6)			
000950	8854747	(b) (6)	211	214 R	
	12284157	(b) (6)			
000951	8854810	(b) (6)	155	158 R	
	12274905	(b) (6)			
000952	8854810	(b) (6)	178	183 R	
	12274711	(b) (6)			
000953	8854802	(b) (6)	90	91 R	
	4292388	(b) (6)			
000954	8854803	(b) (6)	61	61 M	Need New Register
	12272659	(b) (6)			
000955	8854804	(b) (6)	196	202 R	
	12276048	(b) (6)			
000956	8854805	(b) (6)	24	24 R	
	12278188	(b) (6)			
000958	8854809	(b) (6)	366	367 R	
	4608019	(b) (6)			
001404	0000	(b) (6)	160	163 R	
	12272695	(b) (6)			
000960	8854813	(b) (6)	0	0 R	
	12273589	(b) (6)			
000961	9486688	(b) (6)	266	269 R	
	7818241	(b) (6)			
000962	8855379	(b) (6)	158	160 R	
	10540741	(b) (6)			
000965	8854807	(b) (6)	67	68 R	
	4302600	(b) (6)			
000966	8854907	(b) (6)	314	329 R	AMR Leak Report
	10557291	(b) (6)			
000967	8853849	(b) (6)	542	557 R	AMR Leak Report
	10540666	(b) (6)			
001857		(b) (6)	9	11 R	
	12936788	(b) (6)			
001589	8855396	(b) (6)	112	112 R	
	10541989	(b) (6)			
000969	8853848	WOODLAWN CHURCH	104	104 R	
	4459525	2650 WOODLAWN CHURCH ROAD			
000970	8853846	(b) (6)	56	57 R	
	10540668	(b) (6)			
001705		(b) (6)	279	284 R	
	12226192	(b) (6)			
001599	10087396	(b) (6)	11	11 R	
	10124172	(b) (6)			
000972	8854882	(b) (6)	94	96 R	
	10552012	(b) (6)			
000973	8854884	(b) (6)	984	984 M	Need New Register
	4639543	(b) (6)			
000974	8853847	(b) (6)	67	67 M	Need New Register
	5642441	(b) (6)			
000975	8855398	(b) (6)	183	190 R	
	4306280	(b) (6)			
000976	8855380	(b) (6)	294	294 M	Need New Register
	5641291	(b) (6)			
000977	8854885	(b) (6)	164	169 R	
	4346440	(b) (6)			
000978	8855378	(b) (6)	204	204 M	Need New Register
	5627808	(b) (6)			
000979	8853451	(b) (6)	442	442 M	Need New Register
	5635973	(b) (6)			
000980	8855377	(b) (6)	136	137 R	
	5669788	(b) (6)			
000981	8853450	(b) (6)	303	303 M	Need New Register
	5635401	(b) (6)			
001678		(b) (6)	84	89 R	
	7817281	(b) (6)			
001856	8855375	(b) (6)	8	9 R	
	12936878	(b) (6)			

Meter Data Dump

001398	5667787	(b) (6)	521	526 R	AMR Leak Report
000986	8853845	(b) (6)	262	262 M	Need New Register
	5634578	(b) (6)			
000987	8855365	(b) (6)	532	542 R	Need New Register
	4306094	(b) (6)			AMR Leak Report
000989	8855364	(b) (6)	796	796 M	Need New Register
	5629092	(b) (6)			
000990	8853826	(b) (6)	251	255 R	
	5630330	(b) (6)			
000991	8855368	(b) (6)	10	10 M	Need New Register
	5633702	(b) (6)			
000994	88538277	(b) (6)	7	7 M	Need New Register
	5590718	(b) (6)			
000995	8855400	(b) (6)	45	46 R	
	5591105	(b) (6)			
000996	8853828	(b) (6)	73	73 M	Need New Register
	5591103	(b) (6)			
001437	8853830	(b) (6)	651	651 M	Need New Register
	5642106	(b) (6)			
000997	8853831	(b) (6)	397	397 M	Need New Register
	5628892	(b) (6)			
000999	8855402	(b) (6)	315	318 R	
	5588079	(b) (6)			
001346	8855357	(b) (6)	287	287 M	Need New Register
	5633207	(b) (6)			
001001	8855358	(b) (6)	432	432 M	Need New Register
	4638727	(b) (6)			
001002	8855404	(b) (6)	776	778 M	Need New Register
	5633516	(b) (6)			
001361	8855360	PERRY COUNTY AIRPORT AUTHORITY	685	685 M	Need New Register
	5641520	531 VAIDEN ACCESS ROAD			
000300	8853483	(b) (6)	33	37 R	
	13318651	(b) (6)			
001777	10155122	(b) (6)	98	101 R	
001810	707183	(b) (6)	8	9 R	
001003	8854758	(b) (6)	0	0 R	
	12285747	(b) (6)			
001004	8854759	(b) (6)	83	85 R	
	12286129	(b) (6)			
001788	8854851	(b) (6)	142	143 R	
	13288156	(b) (6)			
001008	0	(b) (6)	936	936 M	Old Meter
001009	8853843	(b) (6)	488	489 R	
	4299056	(b) (6)			
001010	8853598	(b) (6)	139	142 R	
	12281061	(b) (6)			
001679	8853599	(b) (6)	147	152 R	
	12287779	(b) (6)			
001013	8853599	(b) (6)	32	33 R	
	12284533	(b) (6)			
001014	9886437	UNIONTOWN CHURCH OF GOD CHURCH 148		148 R	
	10106211	UNKNOWN STREET			
001016	13337724	(b) (6)	20	21 R	
000675	12283946	(b) (6)	217	223 R	
001018	7928644	(b) (6)	614	619 R	
001019	8853850	(b) (6)	111	113 R	
	4375707	(b) (6)			
001021	0000	(b) (6)	112	114 R	
	12275947	(b) (6)			
001347	8853840	(b) (6)	253	256 R	
	4936369	(b) (6)			
001774	7898485	(b) (6)	1572	1572 M	Need New Register
001024	8855356	(b) (6)	84	86 R	
	12278967	(b) (6)			
001027	7933633	(b) (6)	124	124 M	Need New Register
001809	7926645	(b) (6)	369	374 R	
001029	13342625	(b) (6)	117	120 R	

Meter Data Dump

001030	7912133	(b) (6)	262	262 M	Need New Register
001031	8855352	(b) (6)	264	271 R	
	12277365	(b) (6)			
001032	8853841	(b) (6)	171	173 R	
	4374278	(b) (6)			
001033	8853851	(b) (6)	100	102 R	
	12282886	(b) (6)			
001859	8855322	(b) (6)	67	68 R	
	13332135	(b) (6)			
001036	8855325	(b) (6)	75	77 R	
	12287838	(b) (6)			
001039	7918439	(b) (6)	214	214 M	Need New Register
001834	10186593	(b) (6)	264	265 R	
001041	7917252	(b) (6)	178	180 R	
001043	7931161	(b) (6)	455	458 R	
001044	7929191	(b) (6)	308	308 M	Need New Register
001463	8855324	(b) (6)	459	460 R	
	4637113	(b) (6)			
001015	8855381	(b) (6)	307	307 M	Need New Register
	5632437	(b) (6)			
001047	8855384	(b) (6)	231	235 R	
	12275044	(b) (6)			
001049	0000	UNIONTOWN CHURCH OF GOD	193	199 R	
	12281421	UNKNOWN STREET			
000848	7927311	(b) (6)	1439	1439 M	Need New Register
001051	0000	(b) (6)	94	96 R	
	10260502	(b) (6)			
001686	12207880	(b) (6)	118	120 R	
001819	8853454	(b) (6)	125	129 R	
	12282805	(b) (6)			
001055	8855383	(b) (6)	242	246 R	
	12285001	(b) (6)			
001056	7929833	(b) (6)	235	241 R	
001057	8853459	(b) (6)	120	123 R	
	12276800	(b) (6)			
001058	8853459	(b) (6)	132	134 R	
	12285049	(b) (6)			
001059	7907267	(b) (6)	165	165 M	Need New Register
001060	8853482	(b) (6)	169	172 R	
	12276400	(b) (6)			
001061	88553737	(b) (6)	120	122 R	
	12284640	(b) (6)			
001063	00	(b) (6)	144	147 R	
	12275925	(b) (6)			
001602	8855374	NEW JERUSELAM BAPTIST CHURCH	99	99 M	Need New Register
	12278080	VELVERTON ST			
001794	8853481	(b) (6)	159	164 R	
	12281577	(b) (6)			
001066	8855372	(b) (6)	226	230 R	
	12275519	(b) (6)			
001712	12285203	(b) (6)	33	43 M	
001069	8855369	(b) (6)	303	306 R	
	12279039	(b) (6)			
001070	8853480	(b) (6)	166	170 R	
	12282087	(b) (6)			
001366	7933073	(b) (6)	232	232 R	
001072	8855456	(b) (6)	0	0 R	
	12279052	(b) (6)			
001073	8853479	(b) (6)	98	99 R	
	12275943	(b) (6)			
001074	8853456	(b) (6)	141	145 R	
	12287866	(b) (6)			
001075	0	(b) (6)	60	61 R	
	12276458	(b) (6)			
001300	8855455	(b) (6)	288	297 R	AMR Leak Report
	12282950	(b) (6)			

Meter Data Dump

001078	0	71	72 R	
	12280477			
001079	8855512	107	107 M	Need New Register
	12285307			
001080		498	502 R	
	7817284			
001081		167	168 R	
	7917113			
001082	0	177	180 R	
	12287360			
001083	69	308	308 R	
	12277290			
001113		21	22 R	
	12227474			
001084	0	106	108 R	
	12280858			
001085	69	380	389 R	Need New Register
	12272675			
001086		396	403 R	
	5038692			
001087	69	71	72 R	
	12282830			
001088	69	225	230 R	
	12278966			
001089	69	17	18 R	
	12273687			
001352	0	685	690 R	
	12287778			
001090	69	114	116 R	
	12275845			
001336	0	507	521 R	AMR Leak Report
	12277366			
001091	0	234	238 R	
	12271391			
001092		296	299 R	
	10255444			
001094		207	207 M	Need New Register
	4458153			
001095	0	690	695 R	
	12281116			
001096	0	94	94 R	
	5630654			
001097	0	247	256 R	
	12280731			
001098	0	368	375 R	
	12287335			
001099	0	154	157 R	
	12281426			
001100	0	86	88 R	
	12286900			
001101	0	46	46 M	Need New Register
	12286076			
001102	0	61	62 R	
	12274603			
001462	8855507	149	154 R	AMR Leak Report
	12276605			
001104	0	170	173 R	
	12285196			
001105	0	323	343 R	AMR Leak Report
	12275827			
001106	0	444	456 R	
	12273249			
001107	0	122	124 R	
	12275500			
001111	0	151	153 R	
	12281575			
001114	0	442	446 R	
	12284791			
001115	0	402	413 R	
	12283966			
001116	0	231	237 R	
	12282164			
001235		67	67 M	Need New Register
	12274248			
001117		194	194 M	Need New Register
	5291825			
001653	0	123	124 R	
	12282207			

Meter Data Dump

001121	0	(b) (6)	376	392 R	AMR Leak Report
	12280278	(b) (6)			
001384	0	(b) (6)	306	309 R	
	12286614	(b) (6)			
001123	0	(b) (6)	36	36 R	
	12275971	(b) (6)			
001125	0	(b) (6)	245	252 R	
	12287503	(b) (6)			
001127	0	(b) (6)	177	179 R	
	12282922	(b) (6)			
001128	9879521	(b) (6)	303	306 R	
	12275316	(b) (6)			
001502	9879521	(b) (6)	45	45 M	Need New Register
	5315872	(b) (6)			
001130	0	(b) (6)	9	17 R	
	13318426	(b) (6)			
001593	8855524	(b) (6)	73	73 R	
	12286645	(b) (6)			
001131	0	(b) (6)	194	196 R	
	12274632	(b) (6)			
001798		(b) (6)	61	65 R	
	12604950	(b) (6)			
001132	0	(b) (6)	134	137 R	
	12284586	(b) (6)			
001133	0	(b) (6)	124	124 R	
	12284585	(b) (6)			
001134	0	(b) (6)	18	19 R	
	12286652	(b) (6)			
001135	0	(b) (6)	185	190 R	
	12285554	(b) (6)			
001137		(b) (6)	90	91 R	
	12280989	(b) (6)			
001138	0	(b) (6)	45	45 R	
	12285448	(b) (6)			
001139	0	(b) (6)	591	598 R	
	12273654	(b) (6)			
001140	0	(b) (6)	134	135 R	
	12275509	(b) (6)			
001350		(b) (6)	151	156 R	
	4307129	(b) (6)			
001142	0	(b) (6)	98	102 R	
	12275981	(b) (6)			
001143		(b) (6)	136	140 R	
	4469206	(b) (6)			
001144	0	(b) (6)	117	118 R	
	12279043	(b) (6)			
001145	0	(b) (6)	154	157 R	
	12272856	(b) (6)			
001147	0	(b) (6)	315	317 R	
	12272761	(b) (6)			
001838	0	(b) (6)	434	448 R	AMR Leak Report
	12280226	(b) (6)			
001150	0	(b) (6)	170	183 R	
	13342342	(b) (6)			
001771		(b) (6)	83	87 R	Need New Register
	13385995	(b) (6)			
001151	0	(b) (6)	321	328 R	AMR Leak Report
	12275268	(b) (6)			
001152	0	(b) (6)	220	221 R	
	12287126	(b) (6)			
001153	0	(b) (6)	71	72 R	
	12274914	(b) (6)			
001154	0	(b) (6)	14	14 R	
	12284346	(b) (6)			
001158	0	(b) (6)	87	89 R	
	12273856	(b) (6)			
001159	0	(b) (6)	287	317 R	AMR Leak Report
	12284719	(b) (6)			
001161	0	(b) (6)	0	0 R	
	12284739	(b) (6)			
001162	0	STAR BETHEL BAPTIST CHURCH	159	159 R	
	12281216	276 STAR BETHEL RD			
001163		(b) (6)	570	589 R	AMR Leak Report
	5543975	(b) (6)			
001164	0	(b) (6)	119	121 R	
	12286151	(b) (6)			
001165	0	(b) (6)	0	0 R	
	12274629	(b) (6)			

Meter Data Dump

001453	0	(b) (6)	246	251 R	
	12284626	(b) (6)			
001167	0	(b) (6)	168	176 R	
	12286301	(b) (6)			
001168		(b) (6)	214	218 R	
	10255867	(b) (6)			
001169	0	(b) (6)	115	123 R	AMR Leak Report
	12286329	(b) (6)			
001800		(b) (6)	33	35 R	
	12607640	(b) (6)			
001171		GRANDS PLANTATION INC	0	0 R	
	10628468	UNKNOWN STREET			
001172	0	(b) (6)	114	118 R	
	12280672	(b) (6)			
001174	0	LIVING HOPE	23	23 R	
	12287763	1904 SHAW RD			
001175		GRANDS PLANTATION	475	475 M	Old Meter
	0	UNKNOWN STREET			
001176		GRANDS PLANTATION	86800	86800 M	Old Meter
	0	UNKNOWN STREET			
001177	0	(b) (6)	190	190 R	
	12287704	(b) (6)			
001178	0	(b) (6)		267 R	AMR Leak Report
	12286262	(b) (6)			
001761	0	(b) (6)	280	280 R	
	12285760	(b) (6)			
001183	0	SHADY GROVE CHURCH	29	29 R	
	12280843	UNKNOWN STREET			
001826	8853756	(b) (6)	299	303 R	
	4636703	(b) (6)			
001184	0	(b) (6)	240	247 R	
	12285420	(b) (6)			
001186	0	(b) (6)	148	152 R	
	12286330	(b) (6)			
001187	0	(b) (6)	36	36 R	
	12281419	(b) (6)			
001189	0	(b) (6)	134	136 R	
	12286941	(b) (6)			
001192	0	(b) (6)	202	206 R	
	12287149	(b) (6)			
001193	0	(b) (6)	762	770 R	
	12286282	(b) (6)			
001194		(b) (6)	12525	12613 M	Old Meter
	0	(b) (6)			
001195	0	(b) (6)	207	210 R	
	12279076	(b) (6)			
001196		(b) (6)	304	310 R	
	4964089	(b) (6)			
001197	0	(b) (6)	62	62 R	
	12286140	(b) (6)			
001198	0	(b) (6)	169	173 R	
	12275457	(b) (6)			
001200		(b) (6)	0	0 M	Garbage
	0	(b) (6)			
001201	0	(b) (6)	0	0 M	Garbage
	0	(b) (6)			
001202	0	(b) (6)	1215	1215 M	Garbage
	0	(b) (6)			
001203	0	(b) (6)	0	0 M	Garbage
	0	(b) (6)			
001204		(b) (6)	268	269 R	
	4769801	(b) (6)			
001205		(b) (6)	3617	3620 M	Old Meter
	0	(b) (6)			
001207		(b) (6)	871	871 M	Need New Register
	7818622	(b) (6)			
001538	8853561	(b) (6)	1936	1961 R	AMR Leak Report
	5316669	(b) (6)			
001210	0	(b) (6)	56	56 R	
	12281800	(b) (6)			
001211	0	OAK GROVE CHURCH	295	295 R	
	12285086	#8 HWY 183			
001213	0	(b) (6)	186	187 R	
	12281877	(b) (6)			
001214	0	(b) (6)	121	124 R	
	12285851	(b) (6)			
001215	0	(b) (6)	158	165 R	AMR Leak Report
	12285020	(b) (6)			

Meter Data Dump

001216	(b) (6)	147	151 R	
001217	1228619 (b) (6)	104	106 R	
001218	1228132	15	15 R	
	0 MT SINAI O H CHURCH OF GOD			
001219	12282090 #16 HWY 183	145	147 R	
001221	0 (b) (6)	4	4 R	
001222	12285795 (b) (6)	33	33 M	Need New Register
001223	0	123	126 R	
001224	12285018	335	342 R	AMR Leak Report
001225	12282868	168	171 R	
001226	5580002	45	47 R	
001228	0	249	249 R	
001229	12289557	774	781 R	
001868	13263467	148	152 R	
001760	0	135	140 R	
001007	12285015	200	209 R	
001519	8854398	139	143 R	
001234	12283220	100	103 R	
001779	8854855	166	171 R	
001758	12287571	51	51 M	Need New Register
001869	0	177	179 R	
001687	12274258	77	81 R	
001648	0	110	115 R	
001239	12282696	294	301 R	
001479	12285799	84	88 R	AMR Leak Report
001791	8854792	168	169 R	
001533	12274131	115	117 R	
001792	0	62	65 R	
001570	12281408	234	238 R	
001419	8854793	65	66 R	
001676	12282633	103	105 R	
001248	8854781	321	326 R	
000334	11102866	86	87 R	
001534	8854778	49	51 R	
001677	12285527	185	186 R	
000254	8854783	174	177 R	
001639	12284778	63	65 R	
001588	8854779	168	169 R	
001255	12279051	166	171 R	
001256	8854782	290	302 R	
	12284830			
	5102516			
	8854790			
	12286293			
	8854829			
	12274275			
	8854828			
	12286557			
	8854831			
	12273208			
	8854830			
	12273228			
	8854827			
	12274931			
	8854796			
	12275276			
	8854826			
	12282451			
	8854820			
	12273822			
	8854858			
	12274994			
	8854860			
	12287631			

Meter Data Dump

001767	8854852	(b) (6)	176	182 R	
	12275028	(b) (6)			
001553	8854797	(b) (6)	236	253 R	
	12284788	(b) (6)			
000856	8842050	(b) (6)	299	306 R	AMR Leak Report
	12279770	(b) (6)			
001263	8854608	(b) (6)	177	180 R	
	10245106	(b) (6)			
000850	8842042	(b) (6)	98	100 R	
	12285794	(b) (6)			
001805	8842051	(b) (6)	167	169 R	
	5005105	(b) (6)			
001612	8842061	(b) (6)	103	105 R	
	12282642	(b) (6)			
001267	8842094	HOUSING AUTHORITY	89	89 M	Need New Register
	5630740	UNKNOWN STREET			
001569	8842063	(b) (6)	100	103 R	
	5072231	(b) (6)			
001557	8842049	(b) (6)	152	155 R	
	12280329	(b) (6)			
001614	8842045	(b) (6)	122	125 R	
	12274448	(b) (6)			
001272	8842046	(b) (6)	280	287 R	
	12272673	(b) (6)			
001274	9886431	(b) (6)	206	209 R	
	10111941	(b) (6)			
001829	0	(b) (6)	116	116 R	
	12287526	(b) (6)			
000889	8842044	(b) (6)	108	111 R	
	12279565	(b) (6)			
001580	8842047	(b) (6)	574	578 R	
	12286302	(b) (6)			
001277	0	(b) (6)	247	255 R	
	12279759	(b) (6)			
001388	8842048	(b) (6)	29	30 R	
	12281764	(b) (6)			
001714	8842064	(b) (6)	75	76 R	
	12279744	(b) (6)			
001625	0	(b) (6)	127	129 R	
	12281098	(b) (6)			
001880	8842093	(b) (6)	74	74 M	
	12285279	(b) (6)			
000828	8855814	(b) (6)	218	225 R	
	12275035	(b) (6)			
001369		(b) (6)	44	48 R	
	12280846	(b) (6)			
001739	8842096	(b) (6)	233	239 R	
	5053993	(b) (6)			
001284	8842096	(b) (6)	57	58 R	
	12281048	(b) (6)			
001285	8855328	(b) (6)	66	68 R	
	12282181	(b) (6)			
001286	8854875	(b) (6)	77	79 R	
	12282961	(b) (6)			
001833	8854824	(b) (6)	124	127 R	
	12287707	(b) (6)			
001289	8855822	(b) (6)	35	36 R	
	12273380	(b) (6)			
000855	8842036	(b) (6)	137	140 R	
	12284678	(b) (6)			
001862	8854768	(b) (6)	257	260 R	
	12287873	(b) (6)			
001738	8854757	(b) (6)	175	178 R	
	5033364	(b) (6)			
000872	8854754	(b) (6)	86	88 R	
	12275930	(b) (6)			
001636	0	(b) (6)	121	124 R	
	12282638	(b) (6)			
001849	8842035	(b) (6)	162	166 R	
	12272712	(b) (6)			
001832	8854769	(b) (6)	172	177 R	
	12273038	(b) (6)			
001769	8854767	(b) (6)	124	124 M	
	12273551	(b) (6)			
001327	8854571	(b) (6)	137	140 R	
	12278989	(b) (6)			
001301	8854572	(b) (6)	213	218 R	
	4309449	(b) (6)			