

CITY OF PELHAM WATER DEPARTMENT

Pelham Police & Court Building – Courtroom

February 20, 2023 – 4:00 p.m.

AGENDA

Proper notice of the City of Pelham Water Department Meeting was given at least 72 hours in advance of such public meeting and the notice remained posted through the scheduled meeting.

- A. Call to Order
- B. Record of Attendance
- C. Approval of the August 17, 2022 Minutes
- D. Executive Session
- E. Old Business - None
- F. New Business
 - 1. Request to Address the Pelham Water Department – Jenny Clark
 - 2. Discussion – Emergency Water Purchase Agreement
 - a. Emergency Backup Water Source for the Ballantrae Community
- G. Adjournment

THE WATER BOARD MEETING IS OPEN TO THE PUBLIC BUT IS NOT A PUBLIC HEARING

CITY OF PELHAM WATER DEPARTMENT

Pelham Police & Court Building – Courtroom

August 17, 2022

MINUTES

Proper notice of the meeting of the City of Pelham Water Department was given at least 72 hours in advance of such public meeting and the notice remained posted through the scheduled meeting.

Members of the Pelham Water Department met on August 17, 2022 at 4:00 p.m. in the Pelham Police & Court Building in the Courtroom. The meeting was open to the public.

Call to Order

The Pelham Water Department meeting was called to order by Council President Mercer at 4:00 p.m. The city clerk/treasurer announced the following members of the were present.

Present: Councilmember Maurice Mercer
 Councilmember David Coram
 Councilmember Larry Palmer
 Councilmember Rick Wash
 Councilmember Mildred Lanier

Not Present: Mayor/Superintendent Gary Waters

Media Present: None

Approve Minutes

Councilmember Wash moved to approve the January 23, 2017 Water Department Minutes and Councilmember Coram seconded the motion. By voice vote the minutes were approved unanimously by those members present.

Old Business - None

New Business

1. Requests to Address the Pelham Water Department– Daryl McIntosh

Daryl McIntosh, 2505 Chandabrook Circle, Pelham, Alabama 35124, addressed the Pelham Water Department regarding his increased sewer billing due to excessive water use at his home. He explained the process he went through to fix the water leaks. He said a plumber determined the pressure regulator had failed. Mr. McIntosh requested an adjustment in his sewer bill averaging.

Director of Development Services & Public Works Andre' Bittas recapped the procedures in place to address this issue. He explained bill averaging has been in place since 2014 and was updated by the city council in 2021.

Councilmember Palmer made a motion to adjust Mr. McIntosh's sewer rate beginning in September 2022. The motion further stated no refund would be paid to Mr. McIntosh. Councilmember Lanier seconded the motion. Councilmember Palmer and Councilmember Wash spoke to the issue brought to the attention of the Water Department. Councilmember Wash stated Mr. McIntosh should have been more diligent in reporting the water leak. Councilmember Lanier concurred with the comments of Councilmember Palmer and Councilmember Wash. The motion passed unanimously by voice vote of those members present and Council President Mercer declared the same passed and adopted.

Adjournment

With no other business before the Water Department, Councilmember Coram moved to adjourn the Water Department meeting and Councilmember Lanier seconded the motion. The motion passed unanimously by voice vote of those members present and the meeting was adjourned at 4:23 p.m.

Respectfully submitted this 17th day of August 2022,

Tom Seale, MMC, City Clerk/Treasurer

Maurice Mercer, President of the Council

[SEAL]

STATE OF ALABAMA)

SHELBY COUNTY)

EMERGENCY WATER PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into, by and between the Water Works Board of the Town of Columbiana, a public corporation (hereinafter called “Board”) and the City of Pelham, Alabama, (hereinafter called “City”) as follows:

WHEREAS, the Board is the owner and operator of a water system and is engaged in the distribution of water to consumers in Shelby County, Alabama, and surrounding areas; and

WHEREAS, the City is the owner and operator of a water system and is engaged in the distribution of water to consumers in Shelby County, Alabama; and

WHEREAS, Board and the City desire to mutually obtain additional water to supplement their current supply of water during emergencies or adverse conditions, and the Board and the City are willing to mutually furnish said supplemental requirements, subject to the terms, conditions and limitations set forth.

NOW, THEREFORE, BE IT RESOLVED in consideration of the respective covenants and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. **Supply of Water.** Subject to the terms, conditions and limitations hereinafter set forth, parties agree to sell and deliver to each other, and the parties agrees to purchase and receive from each other all water mutually agreed available to supplement existing or future water supplies, developed or which may be developed by the parties; provided, that in no event shall either party be obligated to deliver water to the other in a greater amount or at different periods than is provided for herein.

2. **Term.** This agreement shall take effect as of the 14th day of March, 2023 and shall continue for a period of one year. The agreement shall automatically renew for successive one (1) year terms unless either party notifies the other in writing at least thirty (30) days prior to the termination date of the annual contract.

3. **Rate.** The parties shall pay each other for all water delivered hereunder during the first year of the contract at the Board's current "Water Rate Schedule for Systems" per thousand gallons and the City's "Commercial Water Rate" per thousand gallons, whichever rate is lowest. The current Rate Schedules for the Board and City are attached as Exhibits "A" and "B" respectively. The parties from year to year may adjust this rate.

4. **Billing and Payment.** The parties shall bill each month for all water delivered hereunder for the meter reading ending during the preceding calendar month. Payment shall be made by or before the 20th day of each billing month. If any such bill shall not be paid prior to the end of the billing month, it shall thereupon become delinquent, and the party may at any time thereafter give notice of its intention to discontinue service. If any such bill shall not be paid within ten days after the giving of such notice, the party providing service may, at its option, discontinue furnishing water under the provisions hereof until such time as such bill has been paid.

5. **Point of Delivery.** The water to be furnished hereunder shall be delivered by the parties at the point of interconnection of their facilities located as shown on Exhibits "C". Additional point(s) of delivery may be established as deemed mutually beneficial to the Board and the City. Additional point(s) of delivery shall be governed by the terms and conditions of this Agreement.

6. **Delivery.** The City shall furnish, at no cost, a reserve fire truck to either party to this Agreement for the purpose of providing pumping assistance for adequate pressure for water flow to the other system.

7. **Notification of Need to Use Water.** It is the intent of the parties to provide for interconnection of the systems on an as needed basis via the connection arrangement. Every effort will be made by the parties to provide as much advance notice as possible on the need to use the emergency service.

8. **Quantity.** Board and City agree to make water available to each other on an as available basis. In all cases, the seller shall have sole discretion in determining the amount of water, if any, that is available for sale to the other system. The seller shall also have sole discretion to modify the amount of water available at any time. In all cases, it is agreed and understood that the needs and requirements of the Board's and the City's respective customers take precedence over any obligation to sell water under this Agreement.

9. **Standard of Service.** The water to be furnished pursuant to this agreement shall be treated potable water of a quality approved by the Alabama Department of Environmental Management.

10. **Construction and Maintenance.** The City, at its expense, shall engineer, procure, furnish, install, operate, and maintain all facilities, rights-of-way, and easements required to furnish service to the point of delivery specified herein, and at its expense, shall engineer, procure, furnish, install, operate, and maintain all facilities, rights-of-way, and easements required to receive, apply, and utilize the water delivered hereunder.

11. **Rules and Regulations.** The parties agree to abide by and comply with the rules and regulations of the other and any supplements thereto.

12. **Meters.** At such time that the Board or the City desires to obtain supplemental water due to emergency or adverse conditions, the City shall provide and install at its expense a City meter and other necessary appurtenances at the point of connection between the parties. The City at its expense shall maintain the meter and appurtenances. City shall install the necessary

water lines to provide water flow to the other system.

In the event more than a single meter is installed to measure the water furnished hereunder, the readings thereof shall be combined. Parties, at their mutual expense, shall periodically inspect and test the meter or meters at intervals not exceeding once per year at the written request of the other party. A Party at the request of the other party and at the other party's expense shall make an additional test if so requested by the other, and such test shall be conducted in the presence of a representative or representatives of the requesting party. No meter shall be placed in service or allowed to remain in service, which has an error in registration in excess of two percent (2%) under normal operating conditions.

In the event any meter is found to be more than two percent (2%) fast or slow, an appropriate adjustment shall be made in the next succeeding monthly bill, based upon the actual period of error, if such can be equitably agreed upon and, if not, upon a period not to exceed two (2) months. For the purposes of this paragraph, any meter, which registers not more than two percent (2%) fast or slow, shall be deemed correct.

13. Interruption of Service. Parties shall use reasonable diligence and care to provide a regular and uninterrupted supply of water to the other, during any emergency period and subject to the terms and conditions specified herein, but each party does not guarantee, and shall not be liable for any damages caused by interruption in service, inconsistent pressure or varying quality of water.

14. Use of Water. All water purchased and delivered hereunder may be used by the party for whatever purpose it deems fit or proper; provided that, without the prior written consent of the other, the purchasing party will not sell or distribute said water to existing customers of the other.

15. Liability. The parties shall not be liable for any damages suffered by third parties resulting from the interruption of service, or the sale, use of, or consumption of water delivered under this Agreement

16. Termination. Should any water bill incurred by the parties pursuant to the provisions of Paragraph 4 above go unpaid for more than ninety (90) days, the other party may, at its option, terminate this contract.

Either party hereto may terminate this contract for cause in the event of default by the other party in the performance of its duties, obligations or undertakings under this Agreement. The complaining party shall give written notice to the defaulting party advising such party of the specified default involved. Upon said notice being given; the defaulting party shall have sixty (60) days to cure any such default. In the event the subject default is incapable of being cured within sixty (60) days, the defaulting party shall be required to immediately begin curing such default and to cause such default to be cured within a reasonable time. In the event the defaulting party does not cure said default, the other party may have the right, in addition to all other rights and remedies it may have, to immediately terminate this agreement for cause upon giving written notice of said termination to the defaulting party.

Either party hereto may terminate this agreement without cause, upon 30 days written notice to the other party.

17. Notice. Any notice required to be sent under the provisions of this Agreement shall be deemed to have been properly sent when mailed by registered or certified United States Mail, return receipt requested, postage prepaid, to the following addresses:

BOARD:

The Water Works Board of the Town of Columbiana
Superintendent
50 Water Works Street
Columbiana, Alabama 35051

CITY:

The City of Pelham
Superintendent (Water)
Post Office Box 1479
Pelham, Alabama 35124

18. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto. The agreements and undertakings on the part of the parties hereto shall be deemed covenants running with the respective ownership of the water works plant and distribution system of the Board and the water works and distribution system of the City and shall inure to the benefit of and shall be binding upon the respective successors in ownership of such water works plants and systems.

19. Governing Law. The validity of this Agreement and any of its items, or provisions as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Alabama.

20. Amendment. This Agreement may only be amended by the mutual consent of the parties in writing.

21. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

22. Waiver. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant herein.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and has caused its corporate seal to be hereunto affixed and attested by its respective officers, who have been hereunto duly authorized to execute this Agreement, this 14th day of March, 2023.

THE WATER WORKS BOARD OF THE TOWN OF
COLUMBIANA, ALABAMA

BY: _____
Johnny Farr, Chairman

WITNESS:

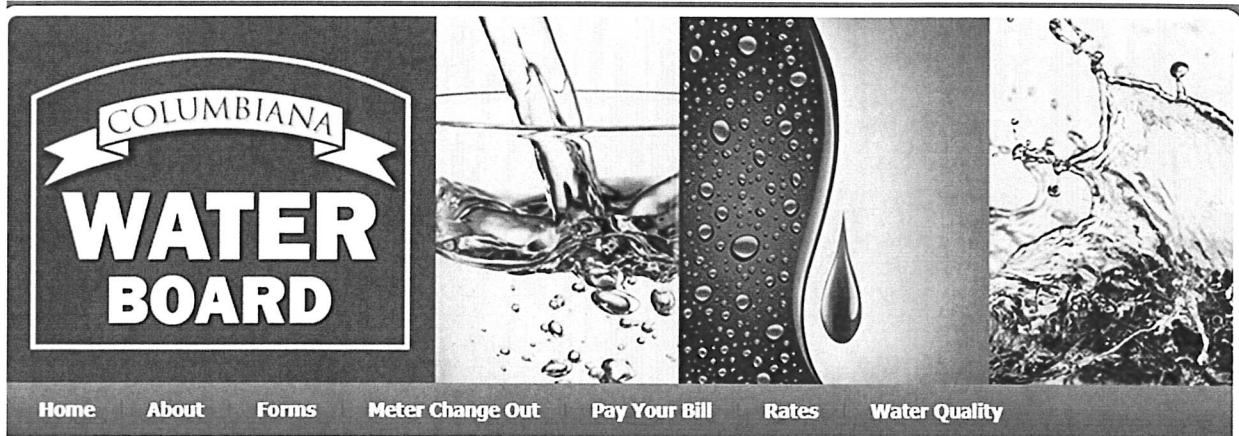
CITY OF PELHAM, ALABAMA

BY: _____
Gary W. Waters, Mayor

WITNESS:

Tom Seale, City Clerk/Treasurer

EXHIBIT A



Rates

Effective May 1, 2022

Minimum Charges According To Meter Size

Meter Diameter	Min Monthly Charge	Min Gallons
1/2 or 5/8 Inch	\$18.41	Up to 3000 gallons
1 Inch	\$25.27	Up to 3000 gallons
2 Inch	\$73.50	Up to 3000 gallons
3 Inch	\$80.36	Up to 3000 gallons
4 Inch	\$114.82	Up to 3000 gallons
6 Inch	\$229.62	Up to 3000 gallons

Rate Breakdown Per 1,000 Gallons

Next 17,000 Gallons	\$6.16 per 1,000 Gallons
Next 80,000 Gallons	\$4.62 per 1,000 Gallons
100,001 Gallons	\$3.78 per 1,000 Gallons

Water Rate Schedule for Systems

The water systems served by the Water Works Board of the Town of Columbiana will be charged the amount of \$2.77 per 1,000 gallons of water used (Bethel Water and Little Waxie Water). Wilsonville Water will be charged \$2.77 per 1,000 gallons of water used.

****All Commercial and Industrial fees must be approved by the Superintendent and/or Water Board.**

Water Deposits

Residential Water Deposits:	Owner	Renter
¾"-1" Meter	\$100.00	\$250.00
2" Meter	\$200.00	\$250.00
3" Meter	\$300.00	\$300.00
4" Meter	\$400.00	\$400.00
6" Meter	\$600.00	\$600.00

Contact Info

Address

50 Water Works St
Columbiana, AL 35051

Phone

(205) 669-5805

Emergency / After Hours

(205) 669-5800

Fax

(205) 669-7971

Email

lmccall@columbiana-water.com

Office Hours

Mon – Fri, 8:00am–4:30pm

EXHIBIT B

Pelham Water Works Post Office Box 1479 Pelham, Alabama 35124

Rate and Fee Schedule

New Service Fee (all accounts)	\$ 25.00	Transfer fee	\$ 10.00
Deposit-Residential	\$ 300.00	Garbage Service	\$ 50.00
Deposit-Commercial	\$ 300.00	Significant User	\$ 1,000.00
Deposit-Fire Hydrant Meter	\$ 2,500.00	State ROW Permit	\$ 200.00

(New Service Fee and Deposit are due at the time application is made for service)

Water Rates inside the City of Pelham

Residential

First 3,000 gallons \$16.00 \$4.16 per 1,000 gallons thereafter

Commercial

First 3,000 gallons \$16.00 \$4.16 per 1,000 gallons thereafter

Water Rates outside the City of Pelham

Residential

First 3,000 gallons \$19.00 \$4.79 per 1,000 gallons thereafter

Commercial

First 3,000 gallons \$19.00 \$4.79 per 1,000 gallons thereafter

Sewer Rates

Residential

First 3,000 gallons \$24.30 \$6.00 per 1,000 gallons thereafter

Social Security or Social Security Disability

First 3,000 gallons \$22.00 \$4.00 per 1,000 gallons thereafter

Access but not connected

Flat Rate \$24.30 per thousand gallons

Commercial

First 7,500 gallons \$60.75 \$8.10 per 1,000 gallons thereafter

Significant Commercial

First 7,500 gallons \$88.00 \$11.74 per 1,000 gallons thereafter

EXHIBIT B

Garbage Rates

Residential only

Flat Rate \$25.44

Impact and Meter Fees

NEW RATES EFFECTIVE 10/1/2019
PER ORDINANCE NO. 091-03

Sewer Impact Fees

Residential

Flat Rate \$3,000.00

Commercial

First 15 fixtures \$3,000.00

Per fixture over 15 \$ 200.00

Water Impact Fees

Residential

Ballantrae \$1,000.00 due from Developer (BIF)
\$1,200.00 from Builder (MSB)
Highlands (EXPIRED) \$3,000.00 small (1.49 ac or less)
\$5,000.00 large (1.5 ac or more)

Commercial

Fire Line \$2,500.00

Hot Tap \$2,500.00

Water Meter Set Fees

Residential and Commercial

$\frac{3}{4}$ " and 1" meter \$1,700.00 (MSF)

$\frac{3}{4}$ " and 1" meter in Ballantrae \$1,200.00

$\frac{3}{4}$ " and 1" meter in Highlands \$1,700.00

1 $\frac{1}{2}$ " meter \$2,700.00

2" meter \$4,200.00

Any meter over 2" the fee will be determined by the Public Works Director or Water Department Manager

EXHIBIT C – POINT OF DELIVERY



Ballantrae Club Drive and Shelby County Highway 331

RESOLUTION 2023-03-06-01

Authorizing a Mutual Emergency Water Purchase Agreement with the Water Works Board of the Town of Columbiana

WHEREAS, the Pelham City Council finds it serves a public purpose to enter into a mutual Emergency Water Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize the Mayor, on behalf of the City of Pelham (City), to enter into an Emergency Water Purchase Agreement with the Water Works Board of the Town of Columbiana (Board) to mutually obtain additional water to supplement their current supply of water during emergencies or adverse conditions, and the Board and the City are willing to mutually furnish said supplemental requirements, subject to the terms, conditions and limitations set forth.

BE IT FURTHER RESOLVED the Emergency Water Purchase Agreement shall become a permanent part of this Resolution,

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2023-03-06-01 be given vote, and said resolution passed by majority vote of the Council present, and the Council President declared the same passed and adopted.

ADOPTED this 6th day of March 2023.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned qualified City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 6th day of March 2023 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 6th day of March 2023.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]