

PEARLINGTON WATER & SEWER DISTRICT
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
DECEMBER 20, 2023

AGENDA

1. **Call to Order, Pledge of Allegiance and Moment of Silence**

1A Roll Call. Commissioners Must Sign Sheet.

1B Amendments to Agenda

1C **MOTION** to accept agenda as presented and/or amended.

1D Announcements:

- Date of the next regularly scheduled meeting: January 17, 2024

2. **Request to Speak & Guest Presentation (3 minutes each)**

NONE

3. **Old Business**

NONE

4. **New Business**

4A **MOTION** to approve the December 2023 Docket of Claims. Attachment 4A

4B **MOTION** to approve the November 2023 Treasurer's Report. Attachment 4B

4C **MOTION** to approve the revise Organization Chart, Appendix 5.2 of the Policy and Procedures Manual. Attachment 4C

5. **Operations & Administrator Report**

New for January 2024

6. **Engineer's Report**

6A Discussion: Engineer Report. Attachment 6A

7. **Business Report**

7A Discussion: Business Report. Attachment 7A

7B Discussion: Compliance Update

7C Discussion: Administrator Position. Attachment 7C

8. **Attorney's Report**

8A Discussion: Updates

9. **Board Members' Reports**

9A Chairman Report

9B Other Board Member Reports

10. **Executive Session**

NONE

11. **Adjournment**

11A **MOTION** to adjourn the meeting at _____ PM.

Pearlington Water & Sewer District
Docket of Claims
As of December 20, 2023

4A

Date	Num	Name	Memo	Paid Amount
The First - Operating Account				
12/19/2023	ACH		Funds Transfer	-219.05
11/17/2023	ACH	MS Dept of Revenue	Sales Tax	-59.80
11/17/2023	ACH	Employees	Net Payroll	-4,596.65
12/01/2023	ACH	Employees	Net Payroll	-4,200.50
12/15/2023	ACH	Employees	Net Payroll	-4,982.20
12/20/2023	ACH	MS Dept of Revenue	Sales Tax	-43.47
11/20/2023	ACH	Customer	chargeback	-60.00
11/20/2023	ACH	RUS Rural Developement	Debt Service	-2,285.00
12/04/2023	E-pay	MS Dept of Revenue	1061-2052 QB Tracking # 563008998	-304.00
12/15/2023	E-pay	EFTPS	64-0893412 QB Tracking # 563206998	-2,599.66
12/19/2023	5194	Cash	Recharge Petty Cash	-30.23
12/20/2023	5195	USA Blue Book	Lightbar, Shirts	-582.70
12/20/2023	5196	Wise WiFi Inc	Internet Services	-135.00
12/20/2023	5197	Micro-Methods Laboratory	Drinking water on Hover Rd	-100.00
12/20/2023	5198	C Spire	Billing Period November 5, - December 4, 2023	-166.01
12/20/2023	5199	Mississippi 811, Inc.	locate water and sewer	-233.64
12/20/2023	5200	Nolan Pansano	November 15, 2023 and November 30, 2023 Meetings	-168.00
12/20/2023	5201	Cabrina Bell	November 15, 2023 and November 30, 2023 Meeting	-168.00
12/20/2023	5202	Rosa Jackson	November 15, 2023 and November 30, 2023 Meeting	-168.00
12/20/2023	5203	Debra Sonnier	November 15, 2023 and November 29, 2023 Meeting	-168.00
12/20/2023	5204	John Pavlovich	November 15, 2023 and November 29, 2023 Meeting	-168.00
12/20/2023	5205	B.E.A.R.	Pumps floats, Square D	-4,579.44
12/20/2023	5206	The Policy Center	Bond Renewal for Rosa Jackson, Nolan Pansano, John Pavlovich	-396.00
12/20/2023	5207	Kirk's Wheel & Tire Pros LLC	Dump trailer and Chevy Truck	-1,243.72
12/20/2023	5208	AnSer	Base rate November 22 to December 19, 2023	-240.53
12/20/2023	5209	DNA Underground LLC	Emergency Water Main Repair on Hover RD	-2,180.00
12/20/2023	5210	Canon Solutions America	Maintenance on Copier	-80.32
12/20/2023	5211	Consolidated Pipe & Supply Co.,Inc	Supplies	-451.12
12/20/2023	5212	Hancock County Utility Authority	Plant Fee	-6,667.72
12/20/2023	5213	Hancock County Utility Authority	Water Service	-2,107.28
12/20/2023	5214	Necaise & Company, PLLC	Accounting Services	-1,150.00
12/20/2023	5215	Mediacom	Bill from 12/09/23 to 01/08/24	-200.00
12/20/2023	5216	ZB Services, LLC	November Monthly Fees	-2,700.00
12/20/2023	5217	NAPA	Light for Chevy truck	-41.34
12/20/2023	5218	Derek Cusick	Retainer Fee	-1,312.50
12/20/2023	5219	Southern Printing and Silkscreening	logo for shirts	-39.00
12/20/2023	5220	Strickland's Equipment Repair	Repair on Back Hoe	-2,328.50
12/20/2023	5221	U S Postal Service	5 Rolls of Post Card Stamps and 1 roll of Regular Stamps	-321.00
12/20/2023	5222	Card Services UMB	Fuel, Phones etc	-905.98
Total The First - Operating Account				-62,161.71
The First - SLAR Reserve				
12/19/2023			Funds Transfer	-0.17
Total The First - SLAR Reserve				-0.17
The First - RD Debt Service				
12/19/2023			Funds Transfer	-1.21
Total The First - RD Debt Service				-1.21
The First- Emergency Operations				
Total The First- Emergency Operations			No Activity	
The First - Customer Deposits				
12/19/2023			Funds Transfer	219.05
Total The First - Customer Deposits				219.05
The First - Bond & Interest Fun				

Pearlington Water & Sewer District
Docket of Claims
As of December 20, 2023

4A

Date	Num	Name	Memo	Paid Amount
12/12/2023			Funds Transfer	-1.12
Total The First - Bond & Interest Fun				-1.12
TOTAL				<u>-61,945.16</u>

Signature, Title

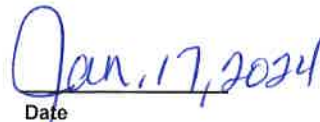
Date

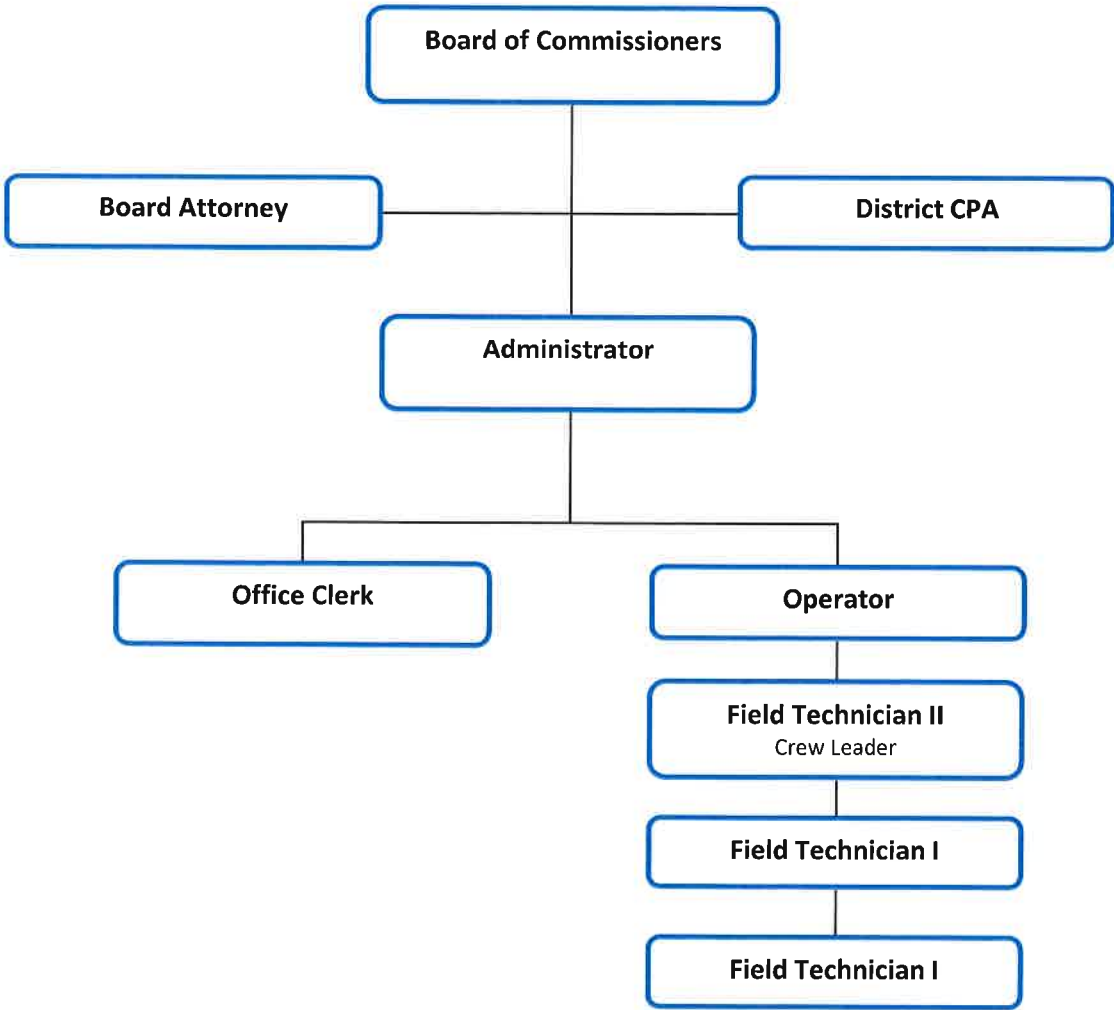
4B

Pearlington Water & Sewer District
Treasurer Report
 November 2023

	Nov 30, 23	Oct 31, 23	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
The First - Operating Account	323,950.93	343,578.19	-19,627.26	-5.71%
The First - SLAR Reserve	4,200.17	4,200.18	-0.01	0.0%
The First - RD Debt Service	29,426.00	29,427.21	-1.21	-0.0%
The First- Emergency Operations	138,428.02	138,422.33	5.69	0.0%
The First - Customer Deposits	23,060.95	22,960.94	100.01	0.44%
The First - Bond & Interest Fun	27,421.12	27,421.13	-0.01	0.0%
HWB CD x5258	104,780.68	104,780.68	0.00	0.0%
HWB CD x5260	104,780.68	104,780.68	0.00	0.0%
HWB CD x9629	105,030.43	105,030.43	0.00	0.0%
HWB CD x9630	105,030.43	105,030.43	0.00	0.0%
HWB CD x2113	103,590.51	103,590.51	0.00	0.0%
HWB CD x0004	102,815.63	102,815.63	0.00	0.0%
Total Checking/Savings	<u>1,172,515.55</u>	<u>1,192,038.34</u>	<u>-19,522.79</u>	<u>-1.64%</u>
Total Current Assets	<u>1,172,515.55</u>	<u>1,192,038.34</u>	<u>-19,522.79</u>	<u>-1.64%</u>
TOTAL ASSETS	<u><u>1,172,515.55</u></u>	<u><u>1,192,038.34</u></u>	<u><u>-19,522.79</u></u>	<u><u>-1.64%</u></u>


 Treasurer


 Date



PEARLINGTON WATER AND SEWER DISTRICT

ENGINEERING STATUS REPORT

DECEMBER 12, 2023

WESTERN WWTF OUTFALL RELOCATION PROJECT

- Contractor has installed approximately 3.9 miles of the 5 miles (78%) of force main pipe. Installation is complete on White's and Whipple Roads and is currently proceeding along Logtown Road.
- Directional boring of outfall into the Pearl River, as well as all other bores have been completed.
- Grading and restoration of White's and Whipple Roads are in the process.
- Value of the total contract work completed is 81%. Contract elapsed time is 71%. Expecting substantial completion around end of January.

STENNIS WASTEWATER CONVEYANCE PROJECT

- Preliminary design of force main is complete.
- Preliminary design of 2 pump stations is nearing completion.
- Property acquisition of 2 pump station sites expected soon.
- Equipment purchase for standby generators is currently out for bid.
- Project is expected to be ready to advertise for bid in early 2024.

OAK HARBOR ACQUISITION

- Utility Services is in the process of selling other utility systems. Once they finalize this other sell, which is anticipated by the end of the year, they will focus on the sell of Oak Harbor.
- It appears that they will be transferring the Oak Harbor system, at no cost.

Administrator Job Responsibilities

Pearlington Water & Sewer District
Revised, 12/20/2023

Inventory Monitoring

Monitor to ensure staff are taking periodic inventories. Get the warehouse and office supply inventories in order.

Weed eating Hydrant List

Create and monitor weed eating and grass cutting assignments so that each technician has a an assigned area.

IRIS

Ensure IRIS stays up to date.

Continuing Education

Seek out and schedule technicians and office staff for training and continuing education.

Board Minutes

Attend Board meetings and prepare minutes for approval.

Board Agenda

Prepare and maintain Agenda for board meetings. The Board will be able to request the Administrator to add items to the Agenda.

Board Report

Give monthly operations report to the Board at the regular meetings.

Treasurer Report & Docket

Prepare documents for the board meeting.

Customer Letters

Write and send letters to customers regarding compliance issues.

Truck Maintenance

Monitoring truck maintenance program and ensure field staff is keeping adequate logs.

Truck Inventories

Monitoring truck inventory sheets and ensure field staff is keeping up with District property and tools.

Approve Leave Time

Staff will turn in leave for approval to the Administrator.

Scheduling

Adjust schedule as needed, especially seasonally when more hours are needed in the field. Monitor overtime.

Customer Compliance List

Maintain list of noncompliance customers and schedule periodic inspections. Direct staff to periodically inspect inactive accounts.

Annual Evaluations, Employee Discipline

Evaluate and meet with staff to discuss performance.

Administrator Job Responsibilities

Pearlington Water & Sewer District

Revised, 12/20/2023

Customer Interaction & Problem Resolution

Be the point person for customer related problems. Handle new customer installations and scheduling. Coordinate between field staff and customers.

Weekly Staff Meetings

Meet with the Operator weekly to discuss field activities. Work with Lead Tech and Operator to communicate problems with customers and service.

Review Checks

Review and approve checks process by the Office Clerk.

PEARLINGTON WATER AND SEWER DISTRICT
ENGINEERING STATUS REPORT
NOVEMBER 13, 2023

WESTERN WWTF OUTFALL RELOCATION PROJECT

- Contractor has installed approximately 3.6 miles of the 5 miles (72%) of force main pipe. Installation is complete on White's and Whipple Roads and is currently proceeding along Logtown Road.
- Directional boring of outfall into the Pearl River, as well as all other bores have been completed.
- Grading and restoration of White's and Whipple Roads are in the process.
- Value of the total contract work completed is 56%.

STENNIS WASTEWATER CONVEYANCE PROJECT

- Preliminary design of force main is complete.
- Preliminary design of 2 pump stations is nearing completion.
- Property survey completed for the 2 pump station parcels. Attorney is obtaining appraisal for acquisition of the properties.
- Soil borings at pump station sites have been completed.
- Equipment purchase for standby generators is currently out for bid.
- Project is expected to be ready to advertise for bid in early 2024.

OAK HARBOR ACQUISITION

- Utility Services is in the process of selling other utility systems. Once they finalize this other sell, which is anticipated by the end of the year, they will focus on the sell of Oak Harbor.
- It appears that they will be transferring the Oak Harbor system, at no cost.



Weisbrod
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Jim Hood
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November ____, 2023

Re: WMC Letter of Representation in
PFAS Contamination Cases

Dear ____:

We are pleased that You have made the decision to retain Weisbrod Matteis & Copley PLLC ("WMC") to provide legal services to You. This letter describes the services that WMC will provide, its fees for legal services, and information about our working relationship.

Scope of Representation

WMC agrees to advise and represent the [_____] (hereinafter, "You") in connection with a claim for damages suffered by You as a result of contamination caused by or attributable to manufacturers and distributors of Aqueous Film-Forming Foams ("AFFF"), which contains polyfluoroalkyl substances ("PFAS") including perfluorooctanoic acid ("PFOA") and perfluorooctane sulfonic acid ("PFOS"), which can be harmful to human health. (the "Claim"). Principal defendants include 3M, Dupont, Chemours, Tyco Fire Products LP, and Chemguard, Inc. ("Defendants").

Our representation will incorporate all aspects of Your Claim including negotiations and correspondence with the defendants, and the filing of judicial actions. WMC will work diligently and efficiently to achieve Your goals. However, WMC cannot guarantee a particular result.

We must clarify that this professional services agreement covers our representation of You, but not Your individual members and/or owners.

However, WMC is ready and willing to assist You in protecting the health and safety of Your members and/or owners, and to meet with them to provide information and educate them about their rights.

WMC will represent Your members and/or owners who so desire in personal legal claims if they have at least one of the following conditions or diseases: kidney cancer, testicular cancer, thyroid disease, ulcerative colitis, bladder cancer, blood cancer (including leukemia, Hodgkin lymphoma, non-Hodgkin lymphoma, and multiple myeloma) breast cancer, liver cancer, pancreatic cancer, or prostate cancer.

The economic terms related to any representation of Your members and/or owners will be reflected in an individual agreement with such member and/or owner.

Fees and Expenses

This is a contingency fee arrangement. You are not responsible for the payment of any sum to WMC for its services unless WMC is successful in obtaining a sum of money, or relief in equity, for Your Claim. If successful, whether as a result of a settlement, judgment, award or otherwise, You agree to pay WMC the Contingency Fee of thirty-three percent (33%) of any recovery, prior to deduction of Direct and Indirect Costs ("Contingency Fee").

WMC is responsible for the advance payment of all expenses ("Direct and Indirect Costs"), including expenses related to an estimate of damages and/or an expert that may be sent to review and document all the damages suffered. Direct and Indirect Costs also include court filing fees, witness fees, expert witnesses, court reporters, and other reasonable amounts that WMC would pay in advance in connection with litigating Your Claim.

You will reimburse WMC from Your portion of the recovery for all that they have paid in advance in Direct and Indirect Costs. For example, if You recover \$100,000 and WMC invested \$2,000 in Direct and Indirect Costs upfront, the payments would be as follows: The Contingency

Fee would be \$33,000 and Your recovery item would be \$67,000. You would then reimburse WMC \$2,000 out of Your 67% share for Direct and Indirect Costs.

At WMC's discretion, other consultants may also be retained to assist in the expeditious processing of Your Claim. WMC may also obtain funds from funders to facilitate the processing of Your Claim and WMC may pledge its own rights to recovery of fees and expenses to that funder.

You approve of Your board attorney being associated by WMC to serve as local counsel and to be paid 15% of the 33% attorney fees, after expenses are deducted.

Presentation and Granting of Documents, Management of Payments, and Mandate

You expressly grant a limited mandate to WMC to submit and deliver any documents, including, without limitation, claim forms and confidentiality agreements that WMC deems necessary; and accept, endorse, and deposit into WMC's client trust account any check, wire transfer, money order, or other payment issued by or to You pursuant to any judgment, court order, or agreement authorized by You.

You authorize WMC to prepare and serve any documents, as necessary, to indicate that all payments submitted must be jointly issued in the name of WMC. WMC will promptly notify You of any payment received on Your behalf and will deposit the payment into WMC's customer trust account. WMC will promptly provide You with a statement detailing the final outcome of the matter, detailing any disbursements that have been made. Once You have approved and signed the settlement statement, WMC will deduct WMC's Contingency Fee and Direct and Indirect Costs and send You the remaining amount to which You are entitled.

The foregoing limited mandate will authorize WMC to endorse and deal in instruments provided pursuant to an agreement with respect to Your Claim only if You approve the agreement. The limited mandate does

not authorize WMC to enter into a binding liquidation agreement on Your behalf without first obtaining Your informed consent to settle.

Unrelated Representations Regarding Claims Before the Courts

WMC also represents and will continue to represent various clients in a wide range of matters, including environmental matters and class action matters. WMC will not make a claim or file litigation against You.

Your representation could involve rights or claims against insolvent companies or entities in financial distress. WMC may also represent other clients (including Your members and/or owners) with claims against those insolvent companies and other entities with limited assets, and if a claimant is successful in their claim, may reduce the pool of assets available to satisfy Your claims and the claims of other creditors.

Cooperation Responsibility

To effectively advance Your Claim, we will require Your assistance and collaboration. Accordingly, You, or Your designee, must be available for occasional consultation with WMC, to preserve relevant documents, and to assist WMC in locating, copying, and notarizing its relevant documents, to assist WMC in responding to any discovery requests, to be available to testify at a deposition and/or trial, and to comply with any other reasonable request by WMC.

Confidentiality Toward the Client

WMC holds communications from all current and former clients (including You) in strict confidence. You agree that You will not have access to or have any right to the secrets and confidences of other WMC clients. You also agree that, while represented by WMC, WMC is authorized to enter into confidentiality agreements (or other similar agreements) that WMC deems necessary to protect Your confidential information. Finally, You agree that WMC may provide certain work product related to Your Claim to certain third parties including associate

attorneys, surveyors, consultants, funders, sponsors, and document management service providers.

Dispute Resolution

In the unlikely event that a dispute arises between You and WMC regarding the services provided under this legal representation agreement, WMC will attempt to resolve it amicably with You. In the event You and WMC are unable to resolve such a dispute within a reasonable period of time, the dispute will be submitted to a binding arbitration process before a single AAA arbitrator. This agreement will be governed by the laws of the State of Mississippi. The agreement to arbitrate any dispute related to our representation does not preclude Your right to file a disciplinary complaint against WMC.

Termination of Agreement

We are confident that this agreement will lead to a mutually satisfactory professional relationship. However, You have the right to terminate this commitment at any time by giving us written notice of termination. WMC also has the right, subject to its responsibilities under applicable ethics rules, to terminate this engagement by providing written notice to You of WMC's decision to terminate Your representation. In the event You terminate our representation after substantial work has been performed by WMC or after a final decision has been reached on Your Claim, WMC will be entitled to the full Contingency Fees plus the reimbursement of any Direct and Indirect Costs, as well as court-ordered fees, if any.

In the event that You terminate our representation prior to such final decision, and You eventually recover funds based on Your Claim, WMC will be entitled to payment of fees and costs based on the value of the work performed under the applicable laws regarding the termination of contingency fee agreements. (Because this is a contingency fee arrangement, it is not contemplated that You pay WMC's usual hourly rates as these services are provided pursuant to the agreement; however, we let You know that the rates WMC normally charges to its clients range from \$340 to \$750 per hour.)

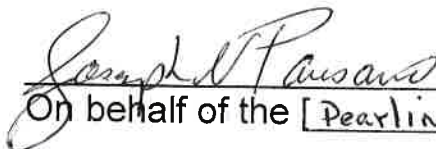
Upon termination of our representation upon written request, Your documents and property will be returned to You. Records related to the matter that are the property of WMC will be retained for a period of five (5) years.

We are pleased to know that You have hired WMC, and we look forward to a fruitful collaboration as Your representatives.

Sincerely,

August J. Matteis, Jr.*
Weisbrod Matteis & Copley PLLC
3000 K Street NW, Suite 275
Washington, DC 30007
*Not admitted to the practice of law
in Mississippi

AGREED AND ACCEPTED


On behalf of the [Pearlington Water & Sewer District]

12/20/2023
Date

TASKS

PWSD Business Report

- ☐ Training for Administrator
I will start training in January 2024.
- ☐ Organizational Chart
Motion to accept revised Organization Chart, and to add it to Appendix 5.2 of the policy manual.
- ☐ Sole Source Truck Purchase
Requesting approval to purchase a sole source truck (used) not to exceed \$~~12,000~~.
20,000