



Board of Commissioners Meeting

OJRSA Operations & Administration Building
Lamar Bailes Board Room
November 4, 2024 at 4:00 p.m.

Agenda

- A. Call to Order** – Brian Ramey, Board Chair
- B. Moment of Silence in Remembrance of Michael A. Miller** – Led by Brian Ramey, Board Chair
- Mr. Michael Allen Miller served on the Oconee County Sewer Commission, a predecessor of the Oconee Joint Regional Sewer Authority, as an at-large appointee from 1982 until 1986. Mr. Miller passed away October 11, 2024.
- C. Invocation and Pledge of Allegiance** – Led by Commissioner Scott McLane
- D. Public Session** – Receive comments relating to topics that may or may not be on this agenda. Session is limited to a maximum of 30 minutes with no more than 5 minutes per speaker.
- E. Approval of Minutes**
- Board of Commissioners Meeting of October 7, 2024
- F. Committee and Other Meeting Reports**
- Executive Committee Meeting of September 25, 2024 – Brian Ramey, Committee Chair
 - Operations & Planning Meeting of October 16, 2024 – Bob Faires, Committee Chair
 - Finance & Administration Meeting of October 22, 2024 – Ceila Myers, Committee Chair
- G. Secretary/Treasurer's Report** (*To be provided at meeting*) – Lynn Stephens, Secretary/Treasurer
- H. Oconee County Government Update Regarding Matters Involving Wastewater** – Oconee County Administrator or Appointed County Representative
- I. Presentation and Discussion Items** [*May include Vote and/or Action on matters brought up for discussion*]
- Presentation of the OJRSA Fiscal Year 2024 Financial Audit Report – Jason White, Payne White & Schmutz CPA PA *Financial Audit Report available at www.ojrsa.org/info*
- J. Action Items**
1. Authorize Executive Director to execute corrective sewer infrastructure easement agreement for the Seneca Creek Pump Station force main project (Exhibit A) – Chris Eleazer, Director
 2. Approve pay classification to comply with FLSA changes regarding non-exempt compensation as recommended by FGP (Exhibit B) with effective date of January 1, 2025 – Chris Eleazer, Director
 3. Approve members for the Sewer Feasibility Implementation Ad Hoc Committee (Exhibit C) – Angie Mettlen, WK Dickson
 4. Set date and location for the first meeting of the Sewer Feasibility Implementation Ad Hoc Committee – Chris Eleazer, Director
- K. Executive Director's Discussion and Compliance Matters** – Chris Eleazer, Director
1. Environmental and regulatory compliance matters
 2. Sewer Feasibility Implementation Rate and Cost of Service Study
 3. Sewer South Phase II update
 4. Miscellaneous (*if any*)
- L. Commissioners' Discussion** – Brian Ramey, Board Chair
Discussion can be related to matters addressed in this meeting or for future consideration by the Board or Committee. Voting is not permitted during this session.
- M. Upcoming Meetings** *All meetings to be held in the Lamar Bailes Board Room unless noted otherwise.*
- Operations & Planning Committee – November 20, 2024 at 8:30 a.m.
 - Finance & Administration Committee – November 26, 2024 *Canceled by Committee*
 - Board of Commissioners – December 2, 2024 at 4:00 p.m.
 - Sewer Feasibility Implementation Ad Hoc Committee – *Meeting date, time, and location to be determined at October Board of Commissioners meeting*
- N. Adjourn**

approval and will be responsible for any damages done to such land, growing crops, trees, fences, driveways, etc. resulting from the exercise of its right of ingress and egress.

- d) All merchantable or reasonably usable (as determined by Grantor in its sole discretion) timber removed from the Easement Premises during construction of the system or during subsequent maintenance or repair thereof shall, upon written request of Grantor, be cut in such lengths and placed in such locations as directed by Grantor. Grantor shall give such notice of the desire to salvage such removed trees and timber and the length at which same is to be cut, in writing to the Oconee Joint Regional Sewer Authority, 623 Return Church Road Seneca, South Carolina 29678.
- e) SPECIAL CONDITIONS: N/A

Grantor retains all rights to the Easement Premises not inconsistent with the rights of Grantee set forth herein. Additionally, Grantor consents to the following:

- 1) Grantor shall not damage or cause to be damaged through acts of Grantor any of the pipelines or appurtenances of the system.
- 2) No building or structures, pipes or underground lines, ponds or lakes, shall be constructed by Grantor within the Easement Premises without first obtaining the prior written consent of Grantee, which shall not be unreasonably withheld, delayed, or conditioned.
- 3) Grantor shall not excavate or fill within the Easement Premises or cause a substantial change in the topographical features of the Easement Premises as it exists on the date of these presents without first obtaining the prior written consent of Grantee, which shall not be unreasonably withheld, delayed, or conditioned. Any street, road, drive, or right-of-way constructed by Grantor over, through or across the Easement Premises shall be done at the peril of Grantor. Therefore, Grantee shall not be responsible for any damage done to any such street, road or drive should it become necessary to disturb the same to effect relocations, changes, renewals, substitutions, replacements, or maintenance of the said lines or appurtenances thereto, unless such relocation, change, renewal, substitution, replacement, or maintenance is occasioned by the negligence or willful misconduct of Grantee.

In addition to the consideration paid by Grantee herein to Grantor for the granting of this easement, Grantee agrees to the following:

- a) To replace and restore any grasses, ornamental shrubs, bushes, or trees located in or about the Easement Premises which were destroyed or damaged during construction or maintenance of the pipeline or its appurtenances.
- b) To replace driveways, fences, sidewalks, curbing, and parking areas disturbed or damaged during initial construction, maintenance, or repair of the sewer pipeline or its appurtenances.
- c) To pay to Grantor any damages occasioned by the destruction of or injury to any growing crops located and situate on or about the Easement Premises occasioned by Grantee going upon the Easement Premises to maintain the said line or its appurtenances, including but not limited to such destruction during the exercise of Grantee's rights of ingress and egress to the Easement Premises.
- d) Upon completion of construction, or upon completion of any subsequent maintenance, change, or relocation within the Easement Premises, Grantee shall cause the area within the Easement Premises disturbed by such construction or maintenance to be sowed in ground cover.
- e) To allow Grantor to connect and attach onto the sewer line(s), in accordance with current rules, regulations, and fees currently charged to users of the same class, such connection shall be according to regulations, standards, and specifications promulgated, and plans approved, by Grantee. In addition, Grantee covenants that the user's charge applicable to Grantor shall not be greater than charges made to others of that class of use similar to Grantor, regardless of location.
- f) Grantee shall indemnify, defend, and hold Grantor, its representatives, agents, employees, successors, and assigns harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property which may have arisen, or be claimed to have arisen, from or out of (i) any damage, accident, injury, or other similar occurrence in or on Grantor's property, including the Easement Premises, due to Grantee's negligence or misconduct or (ii) the use, maintenance, or repair of the Easement Premises by Grantee, its guests, invitees, agents, or contractors.

- g) The easement rights herein given shall not be exercised by Grantee in a manner so as to prevent or unreasonably interfere with the use and enjoyment of Grantor’s property, including the Easement Premises, by Grantor, its employees, servants, agents, guests, and invitees.
- h) The items to be constructed, installed, operated, and maintained on the Easement Premises shall be constructed, installed, operated, and maintained in a safe manner, consistent with all applicable laws, industry standards, and manufacturers’ requirements.
- i) Any damage to Grantor’s property caused by Grantee’s activities, shall be replaced or repaired by Grantee to the satisfaction of Grantor.
- j) Grantee shall not place, keep, store, or permit to be placed, kept, or stored on Grantor’s property any equipment or materials except during the times Grantee’s employees or agents are physically present and conducting activities permitted under this agreement.
- k) The easement rights granted hereby shall be perpetual and run with the land except that they shall automatically terminate should Grantee, or any of its successors or assigns, cease to operate on or otherwise entirely abandon the Easement Premises and/or any items located thereon for a period of one (1) year or more.

Any rights to the Easement Premises not specifically granted to Grantee herein, are reserved to Grantor, its successors or assigns.

Subject to the terms of subsection (k) above, the failure of Grantor or Grantee to exercise any rights granted herein shall not be construed as a waiver or abandonment of such rights thereafter at any time, and from time to time to exercise any and all of them.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto placed their Hands and affixed their Seals, individually or by their officer(s) and agent(s) authorized to do so, this _____ day of _____, 2024.

SIGNED sealed and delivered
In the presence of:

Oconee County:

1st Witness Signature

1st Witness Name (Printed)

(1) _____
By Amanda F. Brock, Administrator

2nd Witness Name

2nd Witness Name (Printed)

Oconee Joint Regional Sewer Authority:

1st Witness Signature

1st Witness Name (Printed)

(2) _____
By Christopher Eleazer, Executive Director

2nd Witness Name

2nd Witness Name (Printed)

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

PROBATE

PERSONALLY APPEARED BEFORE ME, the undersigned, who being duly sworn says that (s)he saw the above-endorsed Grantor, Oconee County by Amanda F. Brock, Administrator, and sign, seal, and as the act and deed of said Grantor deliver the within written instrument for the uses and purposes set forth therein, and that the Deponent, together with the second witness above subscribed, witnessed the execution thereof.

Sworn to before me this _____ day of _____, 2024.

Notary Public of South Carolina (SEAL)

(Witness)

My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

PROBATE

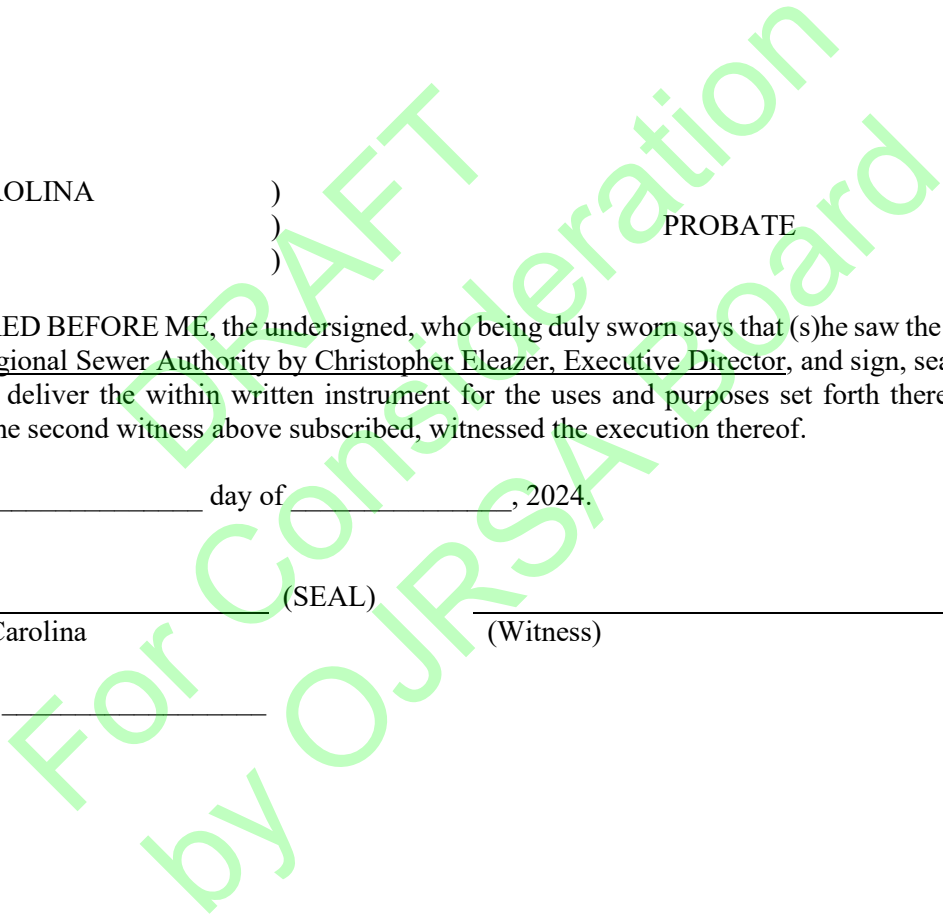
PERSONALLY APPEARED BEFORE ME, the undersigned, who being duly sworn says that (s)he saw the above-endorsed Grantee, Oconee Joint Regional Sewer Authority by Christopher Eleazer, Executive Director, and sign, seal, and as the act and deed of said Grantee deliver the within written instrument for the uses and purposes set forth therein, and that the Deponent, together with the second witness above subscribed, witnessed the execution thereof.

Sworn to before me this _____ day of _____, 2024.

Notary Public of South Carolina (SEAL)

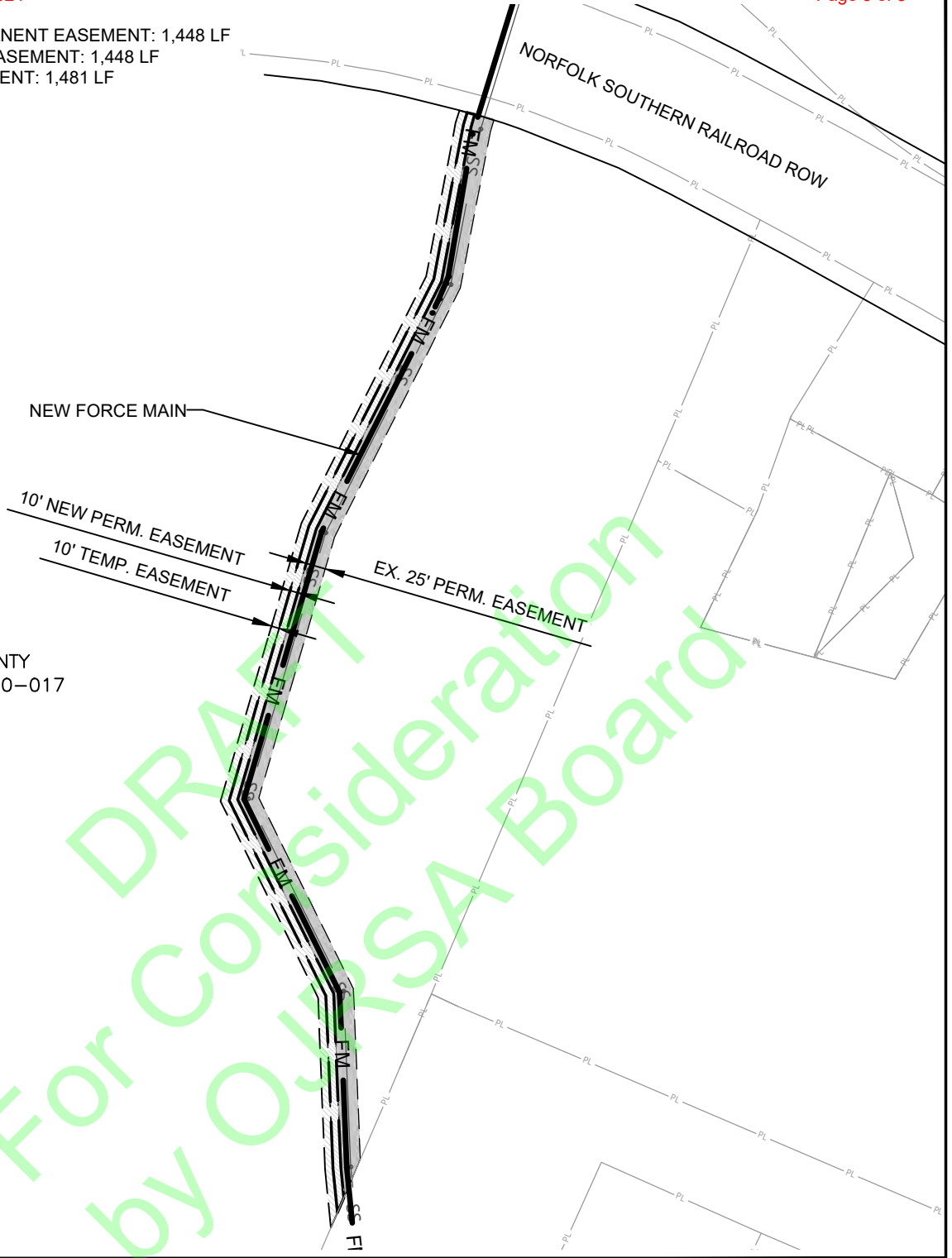
(Witness)

My Commission Expires: _____





LENGTH OF EXISTING PERMANENT EASEMENT: 1,448 LF
LENGTH NEW PERMANENT EASEMENT: 1,448 LF
LENGTH TEMPORARY EASEMENT: 1,481 LF



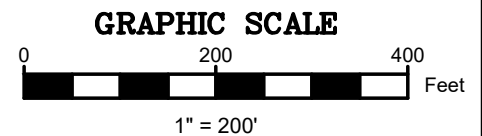
N/F
OCONEE COUNTY
TMS# 520-36-10-017
D.B., PG
C.P., PG

DRAFT
For Consideration
by OJWSA Board

STATE OF SOUTH CAROLINA
OCONEE COUNTY

MAP OF THE APPROXIMATE LOCATION OF THE
PERMANENT AND TEMPORARY EASEMENT
ACROSS THE PROPERTY OF: OCONEE COUNTY

EXISTING PERMANENT EASEMENT: 35,565 S.F. (0.82 AC)
NEW PERMANENT EASEMENT: 14,602 S.F. (0.32 AC)
TEMPORARY EASEMENT: 14,827 S.F. (0.34 AC)



SENECA CREEK FM REPLACEMENT
SENECA, SOUTH CAROLINA

EXHIBIT: A

EASEMENT EXHIBIT

GMC # CGRE220055
DATE: 01/26/2023
DRAWN BY: JLM

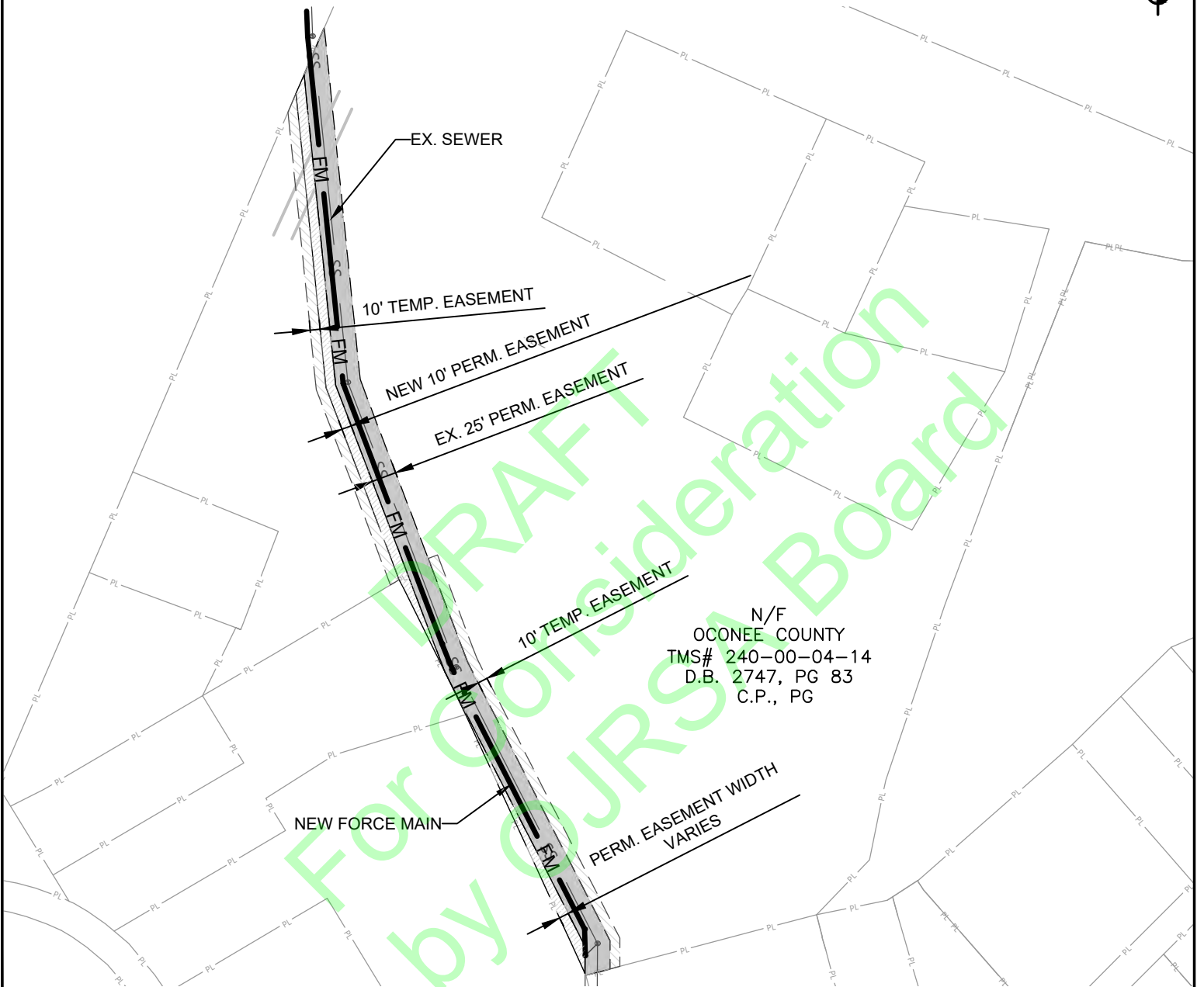
117 Welborn St
Greenville, SC 29601
T 864.527.0460
GMCNETWORK.COM



OWNER: OCONEE COUNTY
TMS #: 520-36-10-017

DRAWING FILE: T:\Projects\SC\OJWSA\CGRE220055_Seneca Creek FM & PM\DWG\EXHIBITS\2023\0420_CGRE220055_Exhibits.dwg
PLOTTED: Jan 26, 2024 4:45pm

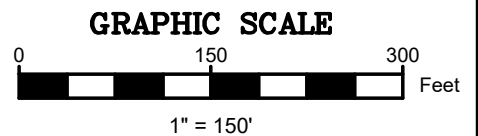
LENGTH OF EXISTING PERMANENT EASEMENT: 1,004 LF
LENGTH NEW PERMANENT EASEMENT: 963 LF
LENGTH TEMPORARY EASEMENT - WEST: 491 LF
LENGTH TEMPORARY EASEMENT - EAST: 460 LF



STATE OF SOUTH CAROLINA
OCONEE COUNTY

MAP OF THE APPROXIMATE LOCATION OF THE
PERMANENT AND TEMPORARY EASEMENT
ACROSS THE PROPERTY OF: OCONEE COUNTY

EXISTING PERMANENT EASEMENT: 24,576 S.F. (0.56 AC)
NEW PERMANENT EASEMENT: 7,402 S.F. (0.17 AC)
TEMPORARY EASEMENT: 9,534 S.F. (0.22 AC)



SENECA CREEK FM REPLACEMENT
SENECA, SOUTH CAROLINA

EXHIBIT: A

EASEMENT EXHIBIT

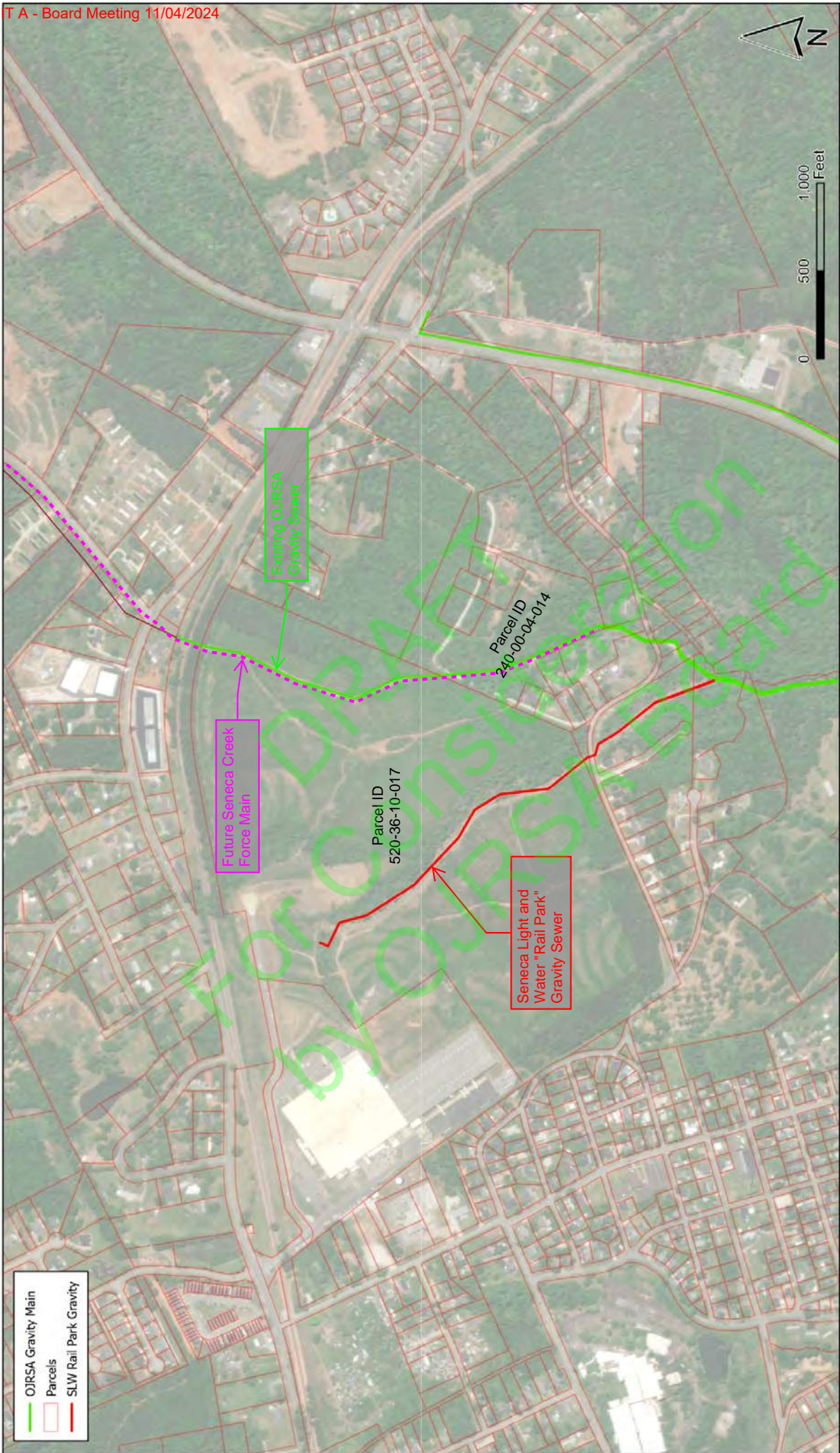
GMC # CGRE220055
DATE: 01/26/2024
DRAWN BY: JLM

OWNER: OCONEE COUNTY
TMS #240-00-04-014

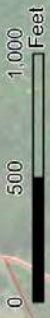
117 Welborn St
Greenville, SC 29601
T 864.527.0460
GMCNETWORK.COM



DRAWING FILE: T:\Projects\SC\OJBSA\CGRE220055_Seneca Creek FS & FM\0 DWG\EXHIBITS\2023\0420_CGRE220055_Exhibits.dwg
PLOTTED: Jan 26, 2024 4:42pm



- OJRSA Gravity Main
- Parcels
- SLW Rail Park Gravity



117 Welborn Street
Greenville, SC 29601
T 864.527.6460
GMCNETWORK.COM



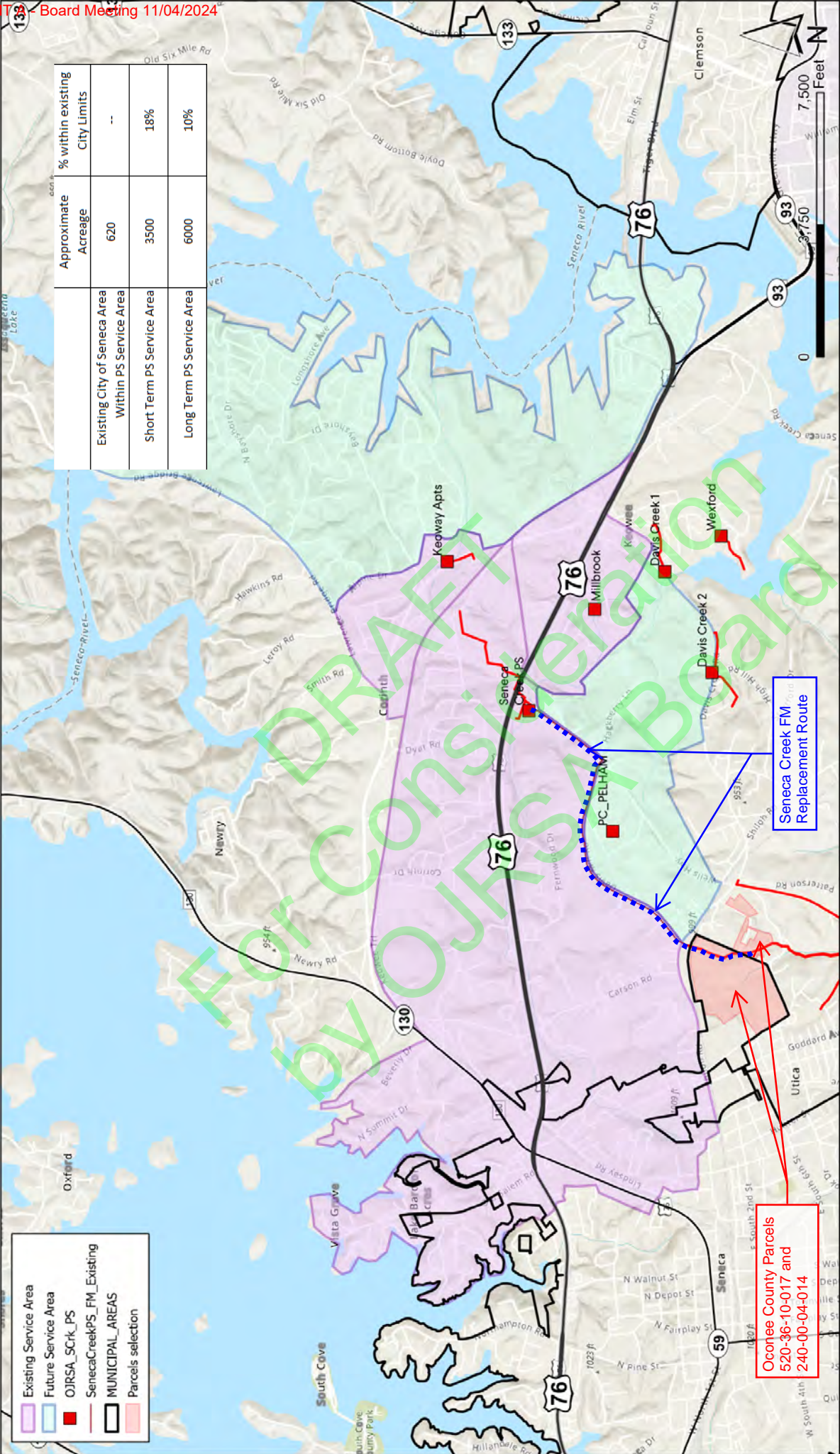
Seneca Creek Force Main and Oconee County Easement Detail Map

Oconee County, SC
OFFICE: OJRSA/002
DATE: 2/15/2024
DRAWN BY: JLV

DRAFT
 For Consideration
 by OJRSA Board

Planar

Existing City of Seneca Area Within PS Service Area	Approximate Acreage	% within existing City Limits
Existing City of Seneca Area Within PS Service Area	620	--
Short Term PS Service Area	3500	18%
Long Term PS Service Area	6000	10%



Legend

- Existing Service Area
- Future Service Area
- OJRSA_SCRK_PS
- SenecaCreekPS_FM_Existing
- MUNICIPAL_AREAS
- Parcels selection

Oconee County Parcels
520-36-10-017 and
240-00-04-014

Seneca Creek FM
Replacement Route

Seneca Creek Service Area Map and Oconee County Easement Locations

Oconee County, SC
DATE: 08/26/2024
DRAWN BY: JLV



117 Welborn Street
Greenville, SC 29601
T 864.527.0480
GMCNETWORK.COM

Esri, NASA, NOAA, USGS, FEMA, Anderson County SC GIS, Esri, TomTom, Garmin, SaledGraph, GeoTechnologies, JPL

Position Title	Range	CURRENT			RECOMMENDED WITH FLSA CHANGES		
		Min	Mid	Max	Min	Mid	Max
Office Manager*	EX 1	\$45,022	\$56,278	\$67,534	Move to non-exempt effective 1/1/2025 if FLSA changes are approved		
Regulatory Svc Coord.	EX3	\$65,124	\$81,405	\$97,686	\$67,252	\$82,469	\$97,686
Operations Director	EX 5	\$88,297	\$110,371	\$132,445	\$90,688	\$113,470	\$136,251
Assistant Director	EX 6	\$99,443	\$124,304	\$149,165	\$99,443	\$124,304	\$149,165
Executive Director	EX 7	N/A	N/A	N/A	\$110,577	\$137,908	\$165,239
Records Clerk	NE 1	\$15.84	\$19.80	\$23.76	\$17.25	\$20.51	\$23.76
Coll & WRO Trainee	NE 1	\$15.84	\$19.80	\$23.76	\$17.25	\$20.51	\$23.76
Collections Tech I	NE 2	\$17.33	\$21.67	\$26.00	\$19.37	\$22.81	\$26.25
Maintenance Tech	NE 2	\$17.33	\$21.67	\$26.00	\$19.37	\$22.81	\$26.25
WRO I	NE 2	\$17.33	\$21.67	\$26.00	\$19.37	\$22.81	\$26.25
Inspector	NE 2	\$17.33	\$21.67	\$26.00	\$19.37	\$22.81	\$26.25
Collections Tech II	NE 3	\$19.14	\$23.93	\$28.71	\$21.12	\$24.92	\$28.71
Maintenance Tech II	NE 3	\$19.14	\$23.93	\$28.71	\$21.12	\$24.92	\$28.71
WRO II	NE 4	\$20.95	\$26.19	\$31.42	\$22.26	\$26.84	\$31.42
Office Manager*	NE 5	Move to non-exempt effective 1/1/2025 if FLSA changes are approved			\$23.22	\$28.68	\$34.14
Lab Analyst	NE 5	\$22.76	\$28.45	\$34.14	\$23.22	\$28.68	\$34.14
WRO III	NE 5	\$22.76	\$28.45	\$34.14	\$23.22	\$28.68	\$34.14
Coll. Systems Tech III	NE 5	\$22.76	\$28.45	\$34.14	\$23.22	\$28.68	\$34.14
Coll. Systems Sup.	NE 6	\$24.57	\$30.71	\$36.85	\$29.57	\$36.16	\$42.75
WRO Supervisor	NE 7	\$26.37	\$34.55	\$42.72	\$31.76	\$39.01	\$46.25
Maintenance Sup.	NE 7	\$26.37	\$34.55	\$42.72	\$31.76	\$39.01	\$46.25

*Position can remain exempt until 1/1/2025 at which time it needs to shift to non-exempt due to new FLSA requirements.

M E M O R A N D U M


 5 Legacy Park Road, Suite A Greenville, South Carolina 29607 864.990.0180 tel.

TO: Chris Eleazer, Executive Director
Oconee Joint Regional Sewer Authority

FROM: Angie Mettlen, Director of Strategic Funding
& Regulatory Affairs
WK Dickson & Co., LLC, an Ardurra Company

DATE: October 30, 2024

RE: OJRSA Regional Feasibility Study
Implementation
Ad Hoc Committee Member Recommendations

Based on the information provided by the OJRSA Board, I contacted each person that was recommended for the ad hoc committee seats that were not the direct nominations from the existing OJRSA entities and Oconee County. There were several individuals that declined to participate based on potential conflicts of interest or personal/professional commitments that would limit their participation. Below is overview of the recommended candidates with information regarding their willingness to serve on the committee:

Role	Potential Members
Utility management	<ul style="list-style-type: none"> • JOEL JONES – Agreed to serve • GRAHAM RICH – Agreed to serve • SUE SCHNEIDER – Agreed to serve
Legal aspects of utility governance in South Carolina	<ul style="list-style-type: none"> • LARRY BRANDT – Declined due to potential conflict of interest • LAWRENCE FLYNN – Declined due to potential conflict of interest • RIVERS STILWELL – Agreed to serve
Utility finance	<ul style="list-style-type: none"> • GORDON BRUSH – Declined due to personal/professional commitments • SOMEONE WITH WILLDAN – Did not consider based on their doing work directly for OJRSA and potentially for other entities related to this study
Environmental/utility compliance	<ul style="list-style-type: none"> • KATHERINE AMIDON – Declined due to potential conflict of interest • SONYA HARRISON – Agreed to serve • JOEL JONES – Agreed to serve

	<ul style="list-style-type: none"> • WILL NADING – Agreed to serve • RICHARD PHILLIPS – Declined due to potential conflict of interest • TOM VOLLMAR – Declined due to potential conflict of interest
Utility aspects of economic development	<ul style="list-style-type: none"> • RICHARD BLACKWELL – Agreed to serve • JAMIE GILBERT – Declined (no formal response) • TYLER JAMES – Agreed to serve • GRAHAM RICH – Agreed to serve
Ex officio facilitator	<ul style="list-style-type: none"> • CHIP BENTLEY – Agreed to serve • ANGIE METTLEN – Declined due to potential conflict of interest • ARLENE YOUNG – Deferred to Chip Bentley to serve in this capacity

Katherine Amidon (Bolton & Menk) and I reviewed bios/resumes provided by recommended candidates that were willing to serve. All candidates were evaluated based on their experience relative to the ad hoc committee role for which they were recommended and through the lens of being able to provide relative industry insight from a perspective outside Oconee County. In addition, since none of the candidates recommended to serve in role of the utility finance expert were able to be considered, we reached out to someone to fill this role. Scott Willett, Executive Director of Anderson Regional Joint Water System, has agreed to serve. He is located in the upstate of South Carolina, was part of the establishment of a utility organized under the SC Joint Water & Sewer Systems Authority Act and has a strong background in finance.

While all the candidates had very impressive experience, the candidates selected were those that we felt would bring the most relevant external experience/expertise to this committee. These are as follows:

Role	Committee Member Recommendations
Utility management	SUE SCHNEIDER
Legal aspects of utility governance in South Carolina	RIVERS STILWELL
Utility finance	SCOTT WILLETT
Environmental/utility compliance	JOEL JONES
Utility aspects of economic development	GRAHAM RICH
Ex officio facilitator	CHIP BENTLEY

Although the nominations to serve as representatives of each existing entity and Oconee County were to be decided by each entity and not included as a part of this vetting process, it was noted that several entities recommended more than one member. As we stated in the study, we wanted a mixture of administrative and operations expertise represented with this group. One option to achieve this would be the following members:

Organization	Potential Members
OJRSA	CHRIS ELEAZER
Seneca	SCOTT McLANE
Walhalla	CELIA MYERS
Westminster	SCOTT PARRIS
Oconee County	AMANDA BROCK

This is one recommended grouping, but it is ultimately up to each entity to select their one member for this committee. Please just keep in mind that a mix of members with different roles and responsibilities is what is preferred in order to provide the most diversity of expertise for this committee.

Please let me know if you have any questions or need anything further in order to formally establish the ad hoc committee.