



Oconee Joint Regional Sewer Authority

623 Return Church Road
Seneca, South Carolina 29678
Phone (864) 972-3900
www.ojrса.org

OCONEE JOINT REGIONAL SEWER AUTHORITY

Commission Meeting

January 6, 2025

The Oconee Joint Regional Sewer Authority Commission meeting was held at the Westminster Historic Railroad Depot, 129 Main Street, Westminster, SC.

Commissioners that were present:

- Seat 7 (Westminster): Brian Ramey, Board Chair
- Seat 1 (Seneca): Bob Faires, III, Board Vice-Chair
- Seat 2 (Seneca): Scott Moulder
- Seat 3 (Seneca): Scott McLane
- Seat 5 (Walhalla): Celia Myers
- Seat 6 (Walhalla): *Walhalla Appointed Laramie Hinkle for Seat; Seat Vacant Until Board Vote Today*
- Seat 9 (Walhalla-Westminster At-Large): David Dial

Commissioners that were not present:

- Seat 4 (Seneca At-Large): Marty McKee
- Seat 8 (Westminster): Kevin Bronson

OJRSA appointments and staff present were:

- Lynn Stephens, Secretary/Treasurer to the Board and Office Manager
- Chris Eleazer, Executive Director

Others present were:

- Larry Brandt, OJRSA Attorney
- Dick Mangrum, WGOG Radio
- Andrea Kelley, The Journal
- Reagan Osbon, Westminster Asst. City Administrator
- Scott Parris, Westminster Utilities Director
- Amanda Brock, Oconee County Administrator
- Matthew Durham, Oconee County Council
- Glenn Hart, Oconee County Council
- Grant Keehn, Walhalla City Council
- Robert Royer, AQD
- Kenneth Marshall, AQD

A) Call to Order – Mr. Ramey called the meeting to order at 4:01 p.m.

B) Swearing In of New Commissioners

- **Laramie Sterling Hinkle to be sworn in to represent Walhalla (Seat 6). Mr. Hinkle is replacing Scott Parris for the term expiring December 31, 2027** – Mr. Brandt swore in Mr. Hinkle and welcomed him to the board.
- **Jeffrey Scott Parris to be sworn in to represent Westminster (Seat 7). Mr. Parris is replacing Brian Ramey for the term expiring December 31, 2027** – Mr. Brandt swore in Mr. Parris and welcomed him back to the board.

C) Invocation and Pledge of Allegiance – By Mr. Moulder.

D) Action Item

- **Receive Nominations and Elect a Board Chair to Serve the Remainder of the Term, Which Expires Upon Election of New Chair at the January 2026 Board Meeting. The Board Chair Shall Also Serve**

as Chair of the Executive Committee. **NEWLY ELECTED CHAIR WILL PRESIDE OVER REMAINDER OF MEETING**

Mr. Faires made a motion, seconded by Mr. Moulder, to nominate Kevin Bronson for Board Chairman. The motion carried.

Due to Mr. Bronson's absence from today's meeting, Mr. Faires (as Board Vice-Chair) officiated the remainder of the meeting.

E) Recognition of Brian Ramey for His Contributions to the OJRSA as a Commissioner and Board Chair – Brian Ramey Was Appointed to Represent the City of Westminster on Two Occasions: March 2016 Through March 2021 and March 2022 Until January 2025. Mr. Ramey Served the Agency as the Board Chair (May 2022 Through January 2025) and Served on the Following Committees: (1) Facilities & Administrative, (2) Operations & Planning, (3) Ad Hoc Impact Fee Program Review, (4) Executive Committee, (5) Finance & Administration Committee, and (6) Operations & Planning Committee – Mr. Faires read this paragraph to the board and then stated that Mr. Ramey is a great person and also has been a great friend to him through the years. Mr. Faires thanked Mr. Ramey for his contributions to the OJRSA.

F) Public Session – None.

G) Approval of Minutes:

- Board of Commissioners Meeting of November 4, 2024

Ms. Myers made a motion, seconded by Mr. Dial, to approve the November 4, 2024 Board Meeting minutes as presented. The motion carried.

- Board of Commissioners Meeting of December 2, 2024 – *Cancelled by the board*

H) Committee and Other Meeting Reports:

- Operations & Planning Meeting of November 20, 2024 – *Cancelled due to lack of agenda items*

- Finance & Administration Meeting of November 26, 2024 – *Cancelled by Committee*

- Sewer Feasibility Implementation Meeting of December 2, 2024 – Mr. Eleazer distributed a copy of the draft minutes (*made a part of these minutes*) and stated that these minutes will be approved by the committee at their January meeting. The Directed added that the minutes for each Ad Hoc meeting will be presented to the board approximately six (6) weeks after each of the meetings due to this approval process.

- Finance & Administration Meeting of December 17, 2024 – Ms. Myers presented the report to the Commission. **See attached minutes.*

Mr. Moulder made a motion, seconded by Mr. Dial, to approve the December 17, 2024 Finance & Administration Meeting minutes as presented. The motion carried.

- Operations & Planning Meeting of December 18, 2024 – Mr. Faires presented the report to the Commission. **See attached minutes.*

Mr. Faires made a motion, seconded by Mr. Moulder, to approve the December 18, 2024 Operations & Planning Meeting minutes as presented. The motion carried.

I) Secretary/Treasurer's Report (Exhibit A) – Ms. Stephens presented the Secretary/Treasurer's Report to the board. Ms. Stephens reported that she is still trying to get bank reconciliation approval letters from the outside accountant's office.

Mr. Moulder made a motion, seconded by Mr. Dial, to approve the Secretary/Treasurer's Report as presented. The motion carried.

J) **Oconee County Government Update Regarding Matters Involving Wastewater** – Ms. Brock stated that Oconee County received the construction permit for the Sewer South project about an hour ago, which is believed to be to serve I-85 Exit 4. The County is still waiting on a couple more permits.

K) Presentation and Discussion Items:

- **Sewer South Phase II Update** – Mr. Eleazer stated that the OJRSA received the Permit to Operate on December 20, 2024. No one is connected to the system currently, but he will be reaching out shortly to the community regarding how to apply for service.

L) Action Items:

1. **Approve 2025 OJRSA Board and Committee Meeting Schedule (Exhibit B)** – The Director said this would've normally been approved at the December meeting, but the meeting was cancelled.

Mr. Moulder made a motion, seconded by Mr. McLane, to approve the 2025 meeting schedule as presented. The motion carried.

2. **Approve Extension Through March 31, 2025 to Continue Acceptance of Hauled Portable Toilet Waste from Outside the Area to Assist with Tropical Storm Helene Recovery Efforts** – Mr. Eleazer said this is just to extend the approval to the end of March to assist with recovery efforts as needed. Mr. Faires asked if the OJRSA received any waste from outside the area so far; Mr. Eleazer said that he did not believe so.

Ms. Myers made a motion, seconded by Mr. Moulder, to approve extending the acceptance of hauled portable toilet waste from outside the area to help with storm recovery efforts until March 31, 2025. The motion carried.

3. **Consider Award of OJRSA Project #2025-05 General Water Reclamation Facility Installation Projects in Amount of \$362,100 to Cove Utility, LLC (Exhibit C)** – This project is for several projects around the treatment facility which were bundled to obtain a better cost.

Mr. McLane made a motion, seconded by Mr. Dial, to approve the award of project #2025-05 to Cove Utility in the amount of \$362,100. The motion carried.

4. **Approve Executive Director to Execute Agreement with Harper General Contractors, Incorporated in the Amount of \$99,750 for the Release of Screw Press Submittals as a Function of OJRSA Project #2023-06 as Recommended by KCI Technologies if Necessary Due to Project Scheduling (Exhibit D)** – Mr. Eleazer said this is for the release of the submittals for the SCIIP-funded dewatering project (screw press replacements). This will allow the submittals to be reviewed and keep the OJRSA in the allotted timeframe.

Mr. Dial made a motion, seconded by Mr. McLane, to approve for the Executive Director to execute the agreement with Harper General Contractors in the amount of \$99,750 for OJRSA project #2023-06. The motion carried.

5. **Approve November and Year-to-Date Financial Reports (Exhibit E)** –

Mr. Moulder made a motion, seconded by Mr. Parris, to approve the November 2024 & year-to-date financial report. The motion carried.

6. **Approve Executive Director to Execute Agreement with CE Bourne and Company, Incorporated in the Amount of \$110,145 and Preauthorize an Owner Contingency Amount Not to Exceed \$15,000 to Perform Roof and Building Envelope Replacement and Repairs for the Chlorine and Operations & Administration Buildings (Exhibit F)** – The Director reported this would be for a roof replacement on the chlorine building and to control water seepage on the Operations & Administration building due to water penetrating the exterior brick walls. The cost was originally expected to come in at under \$100,000, but it did not, and the board is being asked for an additional \$15,000 to cover owner contingency should the need arise. It is to be funded from O&M Fund contingency.

Mr. Parris made a motion, seconded by Mr. Dial, to approve the execution of the agreement with CE Bourne and Company in the amount of \$110,145 and preauthorize a \$15,000 contingency. The motion carried.

7. Actions Related to Other OJRSA Commissioner Duties (Exhibit G):

- a. **If Necessary, Accept Nominations and Elect the Vice Chair for the OJRSA Board of Commissioners for the Remainder of the Current Term. Position Must Be Held by a Current Commissioner.**
- b. **Board Chair to Consider Appointments to the Finance & Administration (F&A) Committee for the Remainder of the Current Term. [Maximum of Four Members. It Is Recommended That No Member City Have No More Than Two Seats on the Committee.]**
- c. **Board Chair to Consider Appointments to the Operations & Planning (O&P) Committee for the Remainder of the Current Term. [Maximum of Four Members. It Is Recommended That No Member City Have No More Than Two Seats on the Committee.]**
- d. **The Members of the F&A Committee Shall Elect a Committee Chair, Who Will Also Serve on the Executive Committee.**
- e. **The Members of the O&P Committee Shall Elect a Committee Chair, Who Will Also Serve on the Executive Committee.**

Mr. Eleazer explained to Mr. Hinkle how the committees are made up. He also stated that this could be an appointment by the board chair to the committees.

All the items under Item 7 of the agenda were handled at one time. Mr. Faires appointed Mr. Parris to the F&A Committee and Mr. Hinkle to the O&P Committee and stated the rest of both committees will remain as-is (including both committee Chairs).

M) Executive Director's Discussion and Compliance Matters – Mr. Eleazer reported on the following:

1. Environmental and Regulatory Compliance Matters:

Overflow – Since the last board meeting, there was a small overflow of approximately 400 gallons. As the spill was less than 500 gallons and did not reach a waterway, it was not reportable to SC Department of Environmental Services (SCDES) but is still documented for internal purposes.

Odor Calls – The OJRSA has received numerous calls in the past about odors near Davis Creek Road; however, it looks like things are progressing forward to resolve the issue. Last week the OJRSA received an email from the point-of-contact at the Wexford Subdivision that, for all intents and purposes, the situation has been rectified. There was one odor on New Years Eve or New Years Day, but it is unsure whether the chemical-feed ran out. The OJRSA has odor monitors in the area in manholes and hanging above ground. Mr. Dial asked about the chemical feed, and Mr. Eleazer gave a bit of history on it.

2. Sewer Feasibility Implementation Committee – Mr. Graham Rich (formerly the Executive Director at ReWa who retired a couple years ago) had volunteered for the Feasibility Implementation Committee; however, during Christmas week, Mr. Rich withdrew from the committee due to health issues. The OJRSA discussed this with Ms. Angie Mettlen of WK Dickson, Mr. Chip Bentley of the Appalachian Council of Governments, and Ms. Katherine Amidon of Bolten Menk. It was suggested to just continue with the ten (10) remaining committee members who are sufficiently competent and have the experience and knowledge that Mr. Rich has. The OJRSA wishes Mr. Rich a quick recovery.

3. Sewer Feasibility Implementation Rate and Cost of Service Study – The OJRSA is still on track with the timeline given in the study. The OJRSA had to begin the process of having the Cost-of-Service Study performed, and it has been underway for several weeks now. The Director stated he and Ms. Mettlen met with Mr. Darryl Parker of Willdan Financial Services to see the model the information is being obtained from. Mr. Eleazer stated that the model is in-depth but very complicated. It will be presented to the board at the March meeting.

4. **Miscellaneous (If Any)** – Mr. Ramey requested last year that the board annually review the past year’s goals and develop new goals for the future year. Mr. Eleazer will put this on the agenda for the February board meeting and asked the board members to think on this.

Mr. Eleazer welcomed Mr. Hinkle to the board, welcomed Mr. Parris back on the board, and expressed his appreciation for all that Mr. Ramey has done for the OJRSA.

N) Commissioners’ Discussion – Mr. Faires echoed what Mr. Eleazer said about Mr. Ramey, welcomed Mr. Hinkle to the board, and stated that Westminster couldn’t have done any better than appointing Mr. Parris to the board.

O) Upcoming Meetings:

1. **Annual Members’ Meeting** – Monday, January 6, 2025 at 5:00 p.m. - Westminster Historic Railroad Depot, 129 Main Street, Westminster
2. **Sewer Feasibility Implementation Ad Hoc Committee** – Thursday, January 9, 2025 at 9:00 a.m.
3. **Operations & Planning Committee** – Wednesday, January 15, 2025 at 8:30 a.m.
4. **Finance & Administration Committee** – Tuesday, January 28, 2025 at 9:00 a.m.
5. **Board of Commissioners** – Monday, February 3, 2025 at 4:00 p.m.

P) Adjourn – Mr. Faires adjourned the meeting at 4:49 p.m.

Approved By:



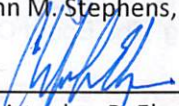
Bob Faires, OJRSA Commission Vice-Chair

Approved By:



Lynn M. Stephens, OJRSA Secretary/Treasurer

Approved By:



Christopher R. Eleazer, OJRSA Executive Director

Notification of the meeting was distributed on December 6, 2024 to *Upstate Today*, *Anderson Independent-Mail*, *Westminster News*, *Keowee Courier*, WGOG Radio, WSNW Radio, City of Seneca Council, City of Walhalla Council, City of Westminster Council, Oconee County Council, SC DHEC, www.ojrsa.org, and posted at the OJRSA Administration Building.

***ATTACHMENTS STARTING NEXT PAGE**



Board of Commissioners Meeting

Westminster Historic Railroad Depot
129 Main Street, Westminster, South Carolina
January 6, 2025 at 4:00 p.m.

The OJRSA Board of Commissioners Meeting will be held at the Westminster Depot prior to the Annual Members' Meeting

OJRSA commission and committee meetings may be attended in person at the address listed above. The OJRSA will also broadcast meetings live on its YouTube channel at www.youtube.com/@OconeeJRSA (if there is a technical issue preventing the livestreaming of the meeting, then a recording will be published on the channel as soon as possible). For those not able to attend in person, then the OJRSA Board or Committee Chair will accept public comments by mail (623 Return Church Rd, Seneca, SC 29678) or at info@ojrsa.org. Comments must comply with the public session instructions as stated on the meeting agenda and will be received up until one hour prior to the scheduled meeting. If there is not a public session scheduled for a meeting, then comments shall not be accepted.

Agenda

- A. Call to Order** – Brian Ramey, Board Chair
- B. Swearing in of New Commissioners** – Larry Brandt, OJRSA Attorney
- Laramie Sterling Hinkle to be sworn in to represent Walhalla (Seat 6). Mr. Hinkle is replacing Scott Parris for the term expiring December 31, 2027.
 - Jeffrey Scott Parris to be sworn in to represent Westminster (Seat 7). Mr. Parris is replacing Brian Ramey for the term expiring December 31, 2027.
- C. Invocation and Pledge of Allegiance** – Led by Commissioner Scott Moulder
- D. Action Item**
- Receive nominations and elect a Board Chair to serve the remainder of the term, which expires upon election of new Chair at the January 2026 Board meeting. The Board Chair shall also serve as Chair of the Executive Committee. – Bob Faires, Vice Chair
- NEWLY ELECTED CHAIR WILL PRESIDE OVER REMAINDER OF MEETING**
- E. Recognition of Brian Ramey for His Contributions to the OJRSA as a Commissioner and Board Chair** – Led by Board Chair
- Brian Ramey was appointed to represent the City of Westminster on two occasions: March 2016 through March 2021 and March 2022 until January 2024. Mr. Ramey served the agency as the Board Chair (May 2022-January 2024) and served on the following committees: (1) Facilities & Administrative, (2) Operations & Planning, (3) Ad Hoc Impact Fee Program Review, (4) Executive Committee, (5) Finance & Administration Committee, and (6) Operations & Planning Committee.
- F. 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.
- G. Approval of Minutes**
- Board of Commissioners Meeting of November 4, 2024
 - Board of Commissioners Meeting of December 2, 2024 *Canceled by Board*
- H. Committee and Other Meeting Reports**
- Operations & Planning Meeting of November 20, 2024 *Canceled due to lack of agenda items*
 - Finance & Administration Meeting of November 26, 2024 *Canceled at request of Committee*
 - Sewer Feasibility Implementation Meeting of December 2, 2024 – Chris Eleazer, Director and Lynn Stephens, Secretary/Treasurer *Minutes to be considered at the February 3, 2024 board meeting*
 - Finance & Administration Meeting of December 17, 2024 – Celia Myers, Committee Chair
 - Operations & Planning Meeting of December 18, 2024 – Bob Faires, Committee Chair
- I. Secretary/Treasurer's Report** (Exhibit A) – Lynn Stephens, Secretary/Treasurer

- J. Oconee County Government Update Regarding Matters Involving Wastewater** – Oconee County Administrator or Appointed County Representative
- K. Presentation and Discussion Items** *[May include vote and/or action on matters brought up for discussion]*
- Sewer South Phase II update – Chris Eleazer, Director
- L. Action Items**
1. Approve 2025 OJRSA Board and Committee meeting schedule (Exhibit B) – Chris Eleazer, Director
 2. Approve extension through March 31, 2025 to continue acceptance of hauled portable toilet waste from outside the area to assist with Tropical Storm Helene recovery efforts – Chris Eleazer, Director
 3. Consider award of OJRSA Project #2025-05 General Water Reclamation Facility Installation Projects in amount of \$362,100 to Cove Utility LLC (Exhibit C) – Chris Eleazer, Director
 4. Approve Executive Director to execute agreement with Harper General Contractors, Incorporated in the amount of \$99,750 for the release of screw press submittals as a function of OJRSA Project #2023-06 as recommended by KCI Technologies if necessary due to project scheduling (Exhibit D) – Chris Eleazer, Director
 5. Approve November and Year-to-Date Financial Reports (Exhibit E) – Chris Eleazer, Director and Lynn Stephens, OJRSA Secretary/Treasurer and Office Manager
 6. Approve Executive Director to execute agreement with CE Bourne and Company, Incorporated in the amount of \$110,145 and preauthorize an owner contingency amount not to exceed \$15,000 to perform roof and building envelope replacement and repairs for the Chlorine and Operations & Administration buildings (Exhibit F) – Chris Eleazer, Director
 7. Actions related to other OJRSA Commissioner duties (Exhibit G):
 - a. If necessary, accept nominations and elect the Vice Chair for the OJRSA Board of Commissioners for the remainder of the current term. Position must be held by a current Commissioner. – Board Chair
 - b. Board Chair to consider appointments to the Finance & Administration (F&A) Committee for the remainder of the current term *[Maximum of four members. It is recommended that no Member City have no more than two seats on the Committee]* – Board Chair
 - c. Board Chair to consider appointments to the Operations & Planning (O&P) Committee for the remainder of the current term *[Maximum of four members. It is recommended that no Member City have no more than two seats on the Committee]* – Board Chair
 - d. The members of the F&A Committee shall elect a Committee Chair, who will also serve on the Executive Committee – Board Chair
 - e. The members of the O&P Committee shall elect a Committee Chair, who will also serve on the Executive Committee – Board Chair
- M. Executive Director's Discussion and Compliance Matters** – Chris Eleazer, Director
1. Environmental and regulatory compliance matters
 2. Sewer Feasibility Implementation Committee
 3. Sewer Feasibility Implementation Rate and Cost of Service Study
 4. Miscellaneous *(if any)*
- N. Commissioners' Discussion** – Led by 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.
- O. Upcoming Meetings** *All meetings to be held in the OJRSA Lamar Bailes Board Room unless noted otherwise.*
- Annual Members' Meeting – January 6, 2025 at 5:00 p.m. *Westminster Historic Railroad Depot, 129 Main Street, Westminster*
 - Sewer Feasibility Implementation Ad Hoc Committee – January 9, 2025 at 9:00 a.m.
 - Operations & Planning Committee – January 15, 2025 at 8:30 a.m.
 - Finance & Administration Committee – January 28, 2025 at 9:00 a.m.
 - Board of Commissioners – February 3, 2025 at 4:00 p.m.
- P. Adjourn**



Board of Commissioners Meeting Sign-in Sheet

Date: 1/6/25 Time: 4:00 Location: Westminster Depot

NAME (Print)	POSITION/TITLE	ORGANIZATION
DICK MANGRUM	NEWS DIR.	WGOG
Reagan Oshon	ACA	Westminster
LARRY BRANDT	ARMY- OJRSA	OJRSA
Robert Royer	AGD	AGD
Kenneth Marshall	AGD	AGD
Scott Paris	City of Westminster	
Celia Myers	City of Walhalla	Walhalla
Grant Klock	City Council	Walhalla
Matt Dehan	County Council	Oconee
Glen Hays	County Council	Oconee
Andrea Kelley	Reporter	The Journal
Amanda Brock (did not sign in)	Administrator	Oconee County



Secretary/Treasurer's Report for Board of Commissioners

Prepared for the January 6, 2025 OJRSA Board of Commissioners Meeting

Cash and investment information stated herein come from bank and other financial records as of: December 31, 2024

UNRESTRICTED FUNDS CASH AND INVESTMENTS SUMMARY

Account/Fund Name	Cash (\$)	Investments (\$)	Total (\$)
Wholesale Operations & Maintenance (O&M)	495,378	2,450,000	2,945,378
Retail Operations & Maintenance (RO&M)	3,135,152	245,000	3,380,152
TOTAL UNRESTRICTED FUNDS	3,630,530	2,695,000	6,325,530

RESTRICTED FUNDS CASH AND INVESTMENTS SUMMARY

Account/Fund Name	Cash (\$)	Investments (\$)	Total (\$)
Projects and Contingency (PCF)	876,014		876,014
Wholesale Impact Fund (WIF)	235,641	5,082,000	5,317,641
Retail Impact Fund (RIF)	0		0
TOTAL RESTRICTED FUNDS	1,111,655	5,082,000	6,193,655

Combined Total for All Funds

Cash 4,742,185 Investments 7,777,000 Combined 12,519,185

Account Notes:

DAYS CASH ON HAND

Financial & Accounting Policy Section 2.10(H) states the minimum balances established for OJRSA Wholesale O&M and Retail O&M funds are 120 Days Operating Cash on Hand.

$$\text{Formula for Cash on Hand} = \frac{\text{Cash} + \text{Cash Equivalents}}{(\text{Annual Operating Expense} - \text{Depreciation}) \div 365 \text{Days}}$$

	Cash on Hand (Days)	Annual Operating Expense minus Depreciation (\$)	Budget Amended During Fiscal Year?
O&M Fund	161.5	6,657,488	X NO YES
RO&M Fund	92.1	13,390,177	X NO YES

INDEPENDENT RECONCILIATION OF ACCOUNTS

All transactions for all funds have been satisfactorily reconciled by an independent accounting firm for the month of November 2024 (mark with an "X" on appropriate line): X YES NO See attached document(s) from accountant.

Reconciliation Notes:

See next page for more information

INVESTMENTS UPDATE

Maturing Investment	%age Rate	Fund Code	Maturity Date	Amount (\$)	To Be Reinvested?	
Next CDs Mature at End of February					YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO

Investment Notes:

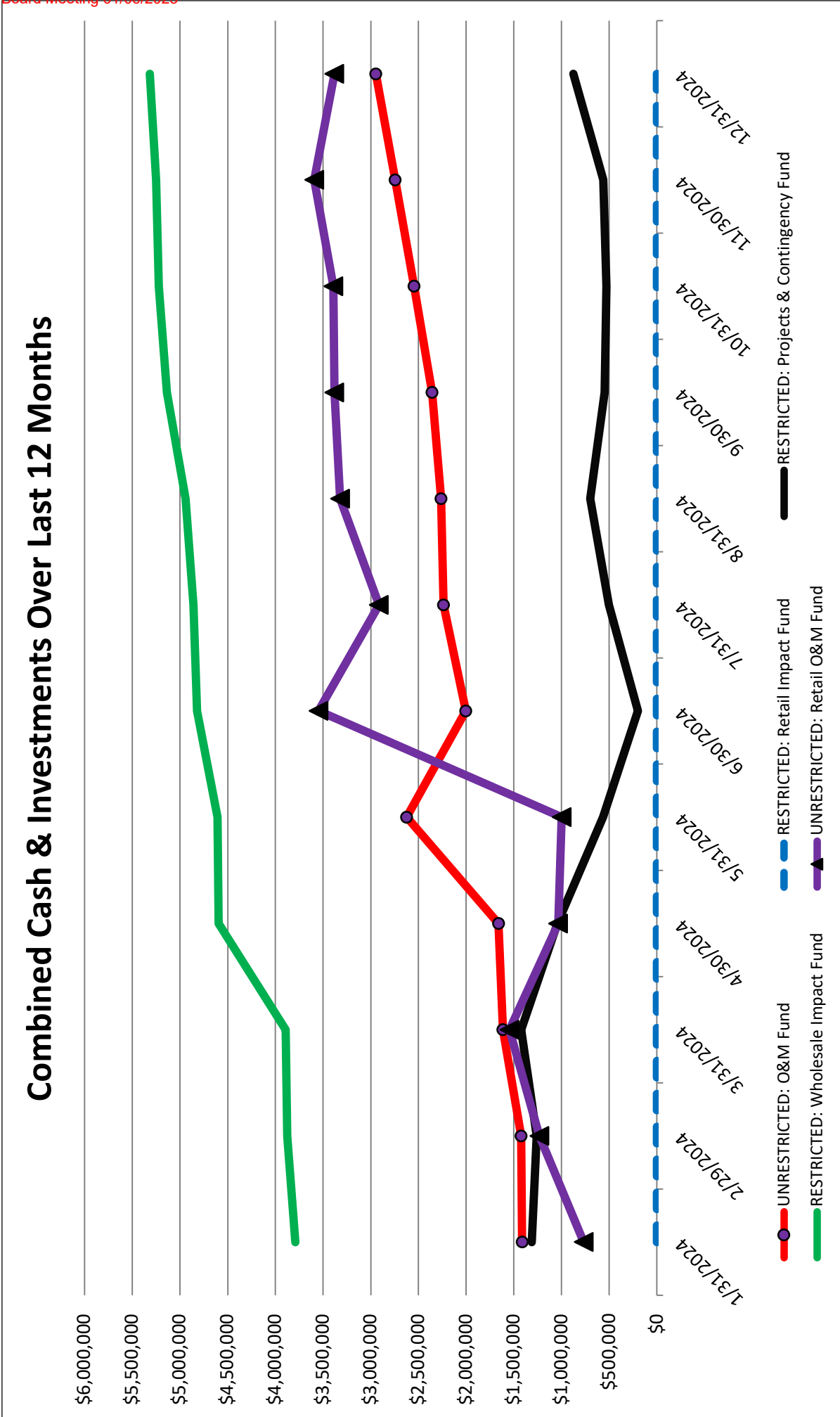
See additional sheets for investment information and trends

By my signature, to the best of my knowledge, I certify this report is accurate.



Lynn Stephens

OJRSA Secretary/Treasurer



2025 OJRSA Public Meeting Schedule

SC Code of Law Section 30-4-80(a) requires public bodies to publish all scheduled meetings at the beginning of each calendar year. Executive Committee, ad hoc committee(s), or other meetings may be scheduled during the year as necessary. **Meeting dates, times, and locations are subject to change or cancellation.**

All meetings are held in the Lamar Bailes Board Room at the OJRSA Operations & Administration Building, 623 Return Church Road, Seneca, South Carolina unless otherwise noted below. Call the OJRSA at 864-972-3900 for updates.

S M T W T F S

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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- Board of Commissioners Meeting 4:00 pm
- Finance & Administration Committee Meeting 9:00 am
- Operations & Planning Committee Meeting 8:30 am
- Board of Commissioners Meeting 4:00 pm & Annual Members' Meeting 5:00 pm. *Both meetings at Westminster Historic Railroad Depot, 129 Main Street, Westminster*
- OJRSA Holiday per Personnel Policy Manual (Office Closed)
- Weekend (Office Closed)

Board and Committee Meeting Dates

Commissioners (4:00 pm) & Annual Members' (5:00 pm): Jan 6 at Westminster Historic Railroad Depot, 129 Main Street, Westminster

Commissioners (4:00 pm): Feb 3, Mar 3, Apr 7, May 5, June 2, July 7, Aug 4, Sept 8*, Oct 6, Nov 3, Dec 1

Finance & Administration (9:00 am): Jan 28, Feb 25, Mar 25, Apr 22, May 27, June 24, July 22, Aug 26, Sept 23, Oct 28, Nov 25, and Dec 16*

Operations & Planning (8:30 am): Jan 15, Feb 19, Mar 19, Apr 16, May 21, June 18, July 16, Aug 20, Sept 17, Oct 15, Nov 19, and Dec 17

* Rescheduled due to holiday



Oconee Joint Regional Sewer Authority

623 Return Church Road
Seneca, South Carolina 29678
Phone (864) 972-3900
www.ojrsa.org

MEMORANDUM

TO: Chris Eleazer, Executive Director

FROM: Kyle Lindsay, Operations Director

CC:

DATE: December 12, 2024

SUBJECT: Budget for Project #2025-05

The budgeted cost for the WRF equipment installs included the replacement of a new utility water pump with associated valves, a RAS and WAS pump with associated valves and a new day tank flow control valve and mag meter. The total budgeted price was \$308,250. The low bid from Cove Utility came in at \$362,500 with a difference of \$54,250.

We had also budgeted for a new mixer gear drive on the chlorine mix tank and a gear drive for one of the oxic mixers. The budgeted price for those was \$145,750. The actual price for these gear drives when ordered was \$90,949 with a difference of \$54,801.

So, the excess cost of the WRF equipment install should be covered by the difference in the mixer gear drives final cost.

This is a compliance matter that can affect the operations and treatment of the facility.

Please let me know if you have any questions.

Kyle Lindsay, Operations Director

A handwritten signature in black ink that reads "Kyle Lindsay". The signature is written in a cursive, flowing style.



Oconee Joint Regional Sewer Authority

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 Seneca, South Carolina 29678
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 www.ojrta.org

Competitive Sealed Bids

RFB Project Name & Number: Project #2025-05 WRF General Equipment Installs

Work Order Number (if applicable): _____

Account Coding: 701-03000

OJRSA staff present when bids are opened and presented (there must be at least three members present):

OJRSA Witness #1

OJRSA Witness #2

OJRSA Witness #3

Print: Kyle Lindsay

Chris Ekense

Amanda L Kelley

Signature: Kyle Lindsay

Chris Ekense

Amanda L Kelley

Bidder Name	Date Received	Time Received	Amount (\$)	Included All Required Items?	✓ Low Bid
<u>Cove Utility</u>	<u>12/11/2024</u>	<u>1357</u>	<u>362,100.00</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/>
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

Additional Notes (if necessary):

Only one bid received.



Due by 12/11/2024

OCCONEE JOINT REGIONAL SEWER AUTHORITY
Department of Administration and Finance

RFB/RFP/RFQ Receipt Documentation

Project Name: 2025-05 General WRF Installation Projects RFB

Sheet Number 1 of 1

Consultant or Company Name	Date Received	Time Received	OJRSA Recipient's Signature
<i>Cove Utility</i>	<i>12/11/24</i>	<i>1:57</i>	<i>Almarada Kelley</i>

Attachment A – WRF Project #2025-05 Cost SheetSubmitting Company Name: Cove Utility LLCAddress: 107 W Montclair Ave, Greenville, SC 29609 Phone: (864) 505-5017

Services to provide per the project:

Day Tank Control Valve	Cost
Modulating Valve	\$ 12,400
Flow Meter	\$ 19,000
Piping & Fittings	\$ 12,000
Miscellaneous Costs (e.g., Flange kits)	\$ 2,500
Labor	\$ 20,000
SUBTOTAL	\$ 76,900

Return Activated Sludge	Cost
T-10 RAS Pump with Air Relief & Check Valve	\$ 61,300
Three Rising Stem Valves	\$ 16,000
Piping & Fittings (OJRSA Mag Meter to be reduced down to 8")	\$ 22,000
Miscellaneous Costs (e.g., Flange kits)	\$ 9,000
Insulation	\$ 10,000
Labor	\$ 20,000
SUBTOTAL	\$ 138,300

Waste Activated Sludge	Cost
V-3 WAS Pump with Air Relief & Check Valve	\$ 36,900
Three Rising Stem Valves (Two 3" & One 4"-to-3")	\$ 8,500
Piping & Fittings (OJRSA Mag Meter)	\$ 8,000
Miscellaneous Costs (e.g., Flange kits)	\$ 7,500
Insulation	\$ 6,000
Labor	\$ 15,000
SUBTOTAL	\$ 81,900

Utility Water Pump	Cost
Utility Water Pump	\$ 33,000
Four Valves	\$ 8,500
Check Valve	\$ 2,000
Piping & Fittings	\$ 4,000
Miscellaneous Costs (e.g., Flange kits)	\$ 7,500
Labor	\$ 15,400
SUBTOTAL	\$ 70,400

TOTAL FOR PROJECT \$ 362,100 **See attached bid clarification letter
See next page

Reference #1 (Mandatory – Must Be Applicable Experience to this RFB) (No Duplicate References)

Company Name: See attached qual package Calendar Year(s) Work Performed: _____

Contact Name: _____ Phone: _____ Email: _____

Reference #2 (Mandatory – Must Be Applicable Experience to this RFB) (No Duplicate References)

Company Name: See attached qual package Calendar Year(s) Work Performed: _____

Contact Name: _____ Phone: _____ Email: _____

Reference #3 (Mandatory – Must Be Applicable Experience to this RFB) (No Duplicate References)

Company Name: See attached qual package Calendar Year(s) Work Performed: _____

Contact Name: _____ Phone: _____ Email: _____

By my signature below, I confirm that I have read and understand all information contained in the OJRSA Project #2025-05 General Water Reclamation Facilities Installation Projects RFB. I also confirm this bid represents the submittal on behalf of my employer/company and that I am authorized to sign on the company's behalf.

Signature: 

Date: 12/11/24

Name (Print): Jeff Caffery

Email: jeff@coveutility.com

Title: President



December 11, 2024

Oconee Joint Regional Sewer Authority
ATTN: Kyle Lindsay

Bid Clarification for PROJECT #2025-05 General Water Reclamation Facility Installation Projects RFB

A. Narrative:

Cove Utility has substantial experience working on, rehabbing and replacing wastewater treatment plant systems at facilities that very similar to what the owner currently operates. Cove offers the below scope of work as a more specific and detailed approach to the necessary work than what is briefly summarized in the bid proposal documents. Please don't hesitate to reach out with any questions, or if Cove Utility can provide references and qualifications for our expertise.

B. Scope of Work:

Day Tank

- OJRSA to divert plant influent flow to EQ lagoon to allow for a 10-hour shut down of the plant raw influent line (from existing day EQ tank). OJRSA to isolate line prior to mobilization.
- Dismantling of piping in influent meter vault and removal of existing 16" plug valve & 12" mag meter.
- Supply of a new 16" plug valve with a Auma SQR14.2 modulating electrical motor operator.
 - Actuator is rated for modulating duty and can be set at variable open states across the range.
 - Actuator can be locally adjusted on the EMO interface panel in the vault
- Supply of a new 12" Siemens SITRANS FM MAG 5100 W magnetic flow meter.
 - Includes local transmitter in a NEMA 4X enclosure mounted on top of the vault.
- Installation of power and control wire back to the headworks. Control to tie into the headworks missions control RTU. Electrical hook up of new EMO & mag meter.
 - OJRSA to excavate and backfill the duct bank trench.
- Includes provided a new 12" DIP flanged spool piece to make up for new meter lay length.
- Reusing existing piping and dismantling joint in vault. Includes new gaskets and hardware for existing piping removed to accommodate installation.
- Manufacturer representative startup services for actuator and mag meter.
- *Visual leak test of new piping when owner returns pump station to service.*
- *All management, supervision, and general conditions*
- *All construction & safety equipment as required to perform scope of work*



RAS Pump

- Below scope for 1ea RAS pump replacement
- OJRSA to influent & effluent flow off of pump station. OJRSA isolate line prior to mobilization.
- Dismantle current equipment and insulation.
- Supply and install 1ea Gorman Rump T-10 pump with internal heater, pressure gauges (in psi), and ARV.
- Install three (3) ten inch (10 in.) rising stem gate valves and one (1) ten inch (10 in) Val-matic Swing Flex check valve.
 - Does not include replacement of existing piping except as necessary for new install.
- Install one (1) eight inch (8 in.) mag meter. (Owner has the meter)
- Reinstall/replace pipe insulation to restore to condition at the start of the project.
- Electrical disconnect & reconnect of new pump. No replacement of power supply/control panel components, assumes electrical like for like replacement and existing are in serviceable condition.
- Manufacturer representative to perform/oversee startup services for pump.
-
-
-
- *Visual leak test of new piping when owner returns pump station to service.*
- *All management, supervision, and general conditions*
- *All construction & safety equipment as required to perform scope of work*

WAS Pump

- Below scope for 1ea WAS pump replacement
- OJRSA to influent & effluent flow off of pump station. OJRSA isolate line prior to mobilization.
- Dismantle current equipment and insulation.
- Supply and install 1ea Gorman Rump V-3 pump with internal heater, pressure gauges (in psi), and ARV.
- Install two (2) three inch (3 in.) rising stem valves and one (1) 3 inch (3 inc) Val-matic Swing Flex check valve.
- Install one (1) three inch (3 in.) mag meter with new three inch (3 in.) DIP to connect to existing piping as necessary. (Owner has the meter)
 - Does not include replacement of existing piping except as necessary for new install.
- Install one (1) rising stem valve after flow meter (four inch (4 in.) reduce to three inch (3 in.).
- Reinstall/replace pipe insulation to restore to condition at the start of the project.
- Electrical disconnect & reconnect of new pump. No replacement of power supply/control panel components, assumes electrical like for like replacement and existing are in serviceable condition.
- Manufacturer representative to perform/oversee startup services for pump.
-
-
-
- *Visual leak test of new piping when owner returns pump station to service.*
- *All management, supervision, and general conditions*
- *All construction & safety equipment as required to perform scope of work*



Utility Water Pump

- Below scope for 1ea non potable water pump replacement
- OJRSA to influent & effluent flow off of pump station. OJRSA isolate line prior to mobilization.
- Dismantle current equipment.
- Supply and install 1ea four inch (4 in.) in-line centrifugal pump—two hundred gallons per minute (200 gpm) at two hundred thirty-one feet total dynamic head (231 ft TDH) with a twenty-five horsepower (25 hp) drive.
- Install one (1) four inch (4 in) Val-matic Swing Flex check valve and four (4) four inch (4 in) rising stem gate valves.
- Electrical disconnect & reconnect of new pump. No replacement of power supply/control panel components, assumes electrical like for like replacement and existing are in serviceable condition.
- Manufacturer representative to perform/oversee startup services for pump.
- *No replacement of insulation*
-
-
-
- *Visual leak test of new piping when owner returns pump station to service.*
- *All management, supervision, and general conditions*
- *All construction & safety equipment as required to perform scope of work*



C. Clarifications:

- *Reuse existing equipment pads*
 - Assumes existing wastewater treatment plant components not called for replacement are in serviceable condition for reuse.
 - New piping includes new hardware and gaskets.
 - Pipe painting to be by others. Or added via CO if desired.

D. Exclusions:

- *New pipe supports*
 - Replacement or repair of unknown damaged materials not listed above or discovered during work.
 - Pipe painting.
 - Engineering and/or design work
 - Treatment process performance guarantees
 - Existing structure condition guarantees
 - Electrical, SCADA, controls and/or integration work
 - Permitting and/or DHEC compliance
 - Performance and Payment bond

E. Furnished by Others:

- Operation of treatment plant, flow management, bypass pumping, etc. as necessary.

I and everyone at Cove Utility sincerely thank you for giving us the opportunity to submit this proposal. We look forward to discussing this proposal with you further and answering any questions you may have.

Respectfully,

Jeff Caffery
Cove Utility
jeff@coveutility.com
(864) 505-5017

Submitted By: X _____
Signature Name Date



December 11, 2024

OJRSA

Statement of Qualifications

Subject: OJRSA WWTP Automation – Cove Utility Qualifications

I and everyone at Cove Utility sincerely look forward to the opportunity to work with Oconee Joint Regional Sewer Authority on the General Water Reclamation Facility Installation project for which we have submitted a construction bid for. Below and attached you will find a brief summary of our experience, qualifications and references that I believe you will find more than adequate for this project. And while Cove Utility is a relatively young organization with primarily smaller projects on it's resume, I assure you that our employees possess ample experience with water & wastewater projects that are similar and larger/more complex in nature.

I would ask that you not let our status as a small & growing local business impact your selection, what we lack in size and geographic reach we more than make up for with personal attention, communication and hand-selected, experienced water & wastewater professionals. While in the interest of brevity we have only detailed the leaders of our organization, we do employ our own experienced field craft workers to self-perform all the work on this project. And I'm pleased to report that our leadership team and field foreman teams currently employed have on average, 15-years' experience in water & wastewater treatment plant construction specifically which I believe is something that sets us apart from our competition, small and large alike.

- List sample of some completed projects by Cove Utility
- Resume of Operations Manager, Paul Laughlin, who will serve as Superintendent on this project.
 - o Includes sampling of work experience previous to Cove Utility
- Resume of Director of Project Management, Wes Bratton, who will serve as Project Manager on this project.
 - o Includes sampling of work experience previous to Cove Utility
- Resume of President, Jeff Caffery, who will serve as Project Executive on this project.
 - o Includes sampling of work experience previous to Cove Utility
- Industry References
 - o Scott Barnes, Wastewater Treatment Superintendent, Easley Combined Utilities
 - (864) 442-3292 sbarnes@easleyutilities.com
 - o Kyle Lindsay, Operations Director, Oconee Joint Regional Sewer Commission
 - (864) 973-1016 kyle.lindsay@ojrsa.org
 - o Dave DeSousa, Project Coordinator Water & Wastewater, SC Department of Corrections
 - (803) 995-1030 desousa.david@doc.sc.gov
 - o Tony Reid, Project Manger Engineering, Goodwyn Mills & Cawood
 - (251) 689-3247 tony.reid@gmcnetwork.com
 - o Kevin Strickland, Water & Sewer Operator, Town of Williamston, SC
 - (864) 934-2983 kevin@williamstonsc.us



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

106 Clair Drive • Piedmont, SC 29673 • Phone 864-269-0890

November 12, 2024

Mr. Chris Eleazer
 Executive Director, Oconee Joint Regional Sewer Authority
 623 Return Church Road
 Seneca, South Carolina 29678

Re: Recommendation of Award
 Early Equipment Selection and Submittals
 OJRSA Coneross Creek WRF Dewatering Equipment Upgrades
 Project #2023-06 Phase II – SCIIP Grant #A-23-C153 – KCI Project No. 00006285 (962308802)

Dear Mr. Eleazer:

Harper and KCI have received 11 screw press equipment proposals and 4 centrifuge equipment proposals for the dewatering equipment as part of the Coneross Creek Water Reclamation Facility Dewatering Equipment Upgrades Project. The screw presses and centrifuges had a wide range of dewatering capacities and equipment costs.

KCI, Harper, and OJRSA staff worked together to score the equipment submittals based on the rubric provided in the RFP. The scoring rubric for the dewatering equipment is attached. Based on the scores compiled, KCI recommends selection of two Schwing FSP 903 Screw Presses for the price of \$1,112,600. This price will be included in the full GMP developed by Harper as the CMAR contractor and included in the CMAR construction contract.

As part of the proposal, Harper asked the vendor to break out the cost for submittals so that submittals may be released ahead of the full GMP approval. The cost for submittals is \$99,750. This price for submittals will be paid under a stand-alone contract with Harper. This is necessary to meet the RIA project completion deadline. Upon approval of the GMP, the submittal cost will be included in CMAR contract and will be reimbursed by RIA.

In the event the GMP is not approved and the project does not move forward, it is anticipated that KCI's contract would be terminated for OJRSA's convenience. In such a termination, the following budgeted amounts would not be paid:

- \$72,800 for Construction Administration
- \$64,500 for Resident Project Representative
- \$12,900 for Project Close Out

A total of \$150,200 of budgeted local match funds would become available if the project does not move into construction.

Item 11 in the General Provisions of the engineering contract signed December 19, 2023 and amended April 4, 2024 states that: "Upon thee (3) business days' written notice to the other party, this Agreement may be terminated for convenience by either party, with or without cause and at the party's sole

Mr. Chris Eleazer, Executive Director
OJRSA Coneross Creek WRF Dewatering Equipment Upgrades
November 12, 2024

discretion. Upon termination for convenience, neither party shall have any further claims against each other provided that Client shall pay KCI for all Services performed through the date of termination.”

KCI has the opinion that this scenario effectively eliminated OJRSA’s risk in executing the contract to cover submittal costs prior to obtaining an approved GMP.

KCI recommends award to Schwing in the amount of \$99,750 for submittal development. A construction contract will be awarded based on acceptance of the guaranteed maximum price (GMP).

Should you have any questions, please call.

Sincerely,
KCI Technologies, Inc.



Steven Barbian, P. E.
Project Manager

Attachments – Proposal Scoring Matrix

Project:	OJRSA Coneross Creek WRF - Dewatering Equipment Upgrades
Scope:	Evaluation Criteria
Client/Engineer:	OJRSA/KCI
Revision:	Early Selection Equipment RFP

SCREW PRESSES

Criteria	Score	Premier Water/Huber		Heyward/Ishigaki		Combs and Associates/Charter		Clearwater/BDP		EW2/Andritz		Combs and Associates/Schwing	
		Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment
Total Capital Cost	25%	3	\$1 M	3	\$1 M	3	\$1 M	3	\$1 M	4	\$700 K	4	\$700 K
Estimated Operation and Maintenance Costs	20%	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison
Delivery Schedule	15%	4	6-8 wks and 28-34 wks	1	4-8 wks and 40-50 wks	5	2-4 wks and 28-35 wks	1	8-10 wks and 40-50 wks	5	4-6 wks and 28-34 wks	1	12-16 wks and 38-46 wks
Ease of Maintenance	5%	3	no data for comparison	3	no data for comparison	3	no data for comparison	3	no data for comparison	3	no data for comparison	3	no data for comparison
Flexibility of Operation	5%	2	will require future 3rd unit	2	will require future 3rd unit	2	will require future 3rd unit	2	will require future 3rd unit	2	will require future 3rd unit	2	will require future 3rd unit
Owner Preference	30%	3	Pilot Tested and trusted, desire to dewater full plant capacity	1	desire to dewater full plant capacity	2	desire to dewater full plant capacity	2	desire to dewater full plant capacity	2	desire to dewater full plant capacity	2	desire to dewater full plant capacity
Final Scores	100%	66%		45%		63%		51%		68%		56%	

SCREW PRESSES - FULL CAPACITY

Criteria	Score	Heyward/Ishigaki		Combs and Associates/Charter		EW2/Andritz		Combs and Associates/Schwing		Premier Water/Huber 3 presses	
		Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment
Total Capital Cost	25%	2.5	\$1.2 M	2.75	\$1.2 M	4	\$840,000	3	\$1.1 M	2.25	\$1.37 M
Estimated Operation and Maintenance Costs	20%	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison
Delivery Schedule	15%	1	4-8 wks and 40-50 wks	5	2-4 wks and 28-35 wks	4	was quickest on smaller press	3	4 wks and 38-46 wks	4	6-8 wks and 28-34 wks
Ease of Maintenance	5%	3	no data for comparison	3	no data for comparison	3	no data for comparison	3	no data for comparison	3	no data for comparison
Flexibility of Operation	5%	5	full capacity	5	full capacity	5	full capacity	5	full capacity	5	full capacity
Owner Preference	30%	3	unknown brand, vendor not confident	4	full capacity and known name	3	full capacity and known name, incomplete submittal	5	good references and submittal	4	desire to only have 2 presses
Final Scores	100%	58%		77%		74%		78%		71%	

CENTRIFUGE

Criteria	Score	Premier Water/GEA		Clearwater/Flottweg		Combs and Associates/Centrisys		EW2/Andritz	
		Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment
Total Capital Cost	25%	5	497000	5	528000	5	477000	5	492000
Estimated Operation and Maintenance Costs	20%	2	generally higher than screw press	2	generally higher than screw press	2	generally higher than screw press	2	generally higher than screw press
Delivery Schedule	15%	4	6-8 wks and 32 wks	3	8 wks and 36-38 wks	4	6-8 wks and 30-35 wks	5	4-6 wks and 24-26 wks
Ease of Maintenance	5%	1	more difficult than screw press	1	more difficult than screw press	1	more difficult than screw press	1	more difficult than screw press
Flexibility of Operation	5%	5	full capacity	5	full capacity	5	full capacity	5	full capacity
Owner Preference	30%	0	Screw press preferred	0	Screw press preferred	0	Screw press preferred	0	Screw press preferred
Final Scores	100%	51%		48%		51%		54%	

CONVEYOR

Criteria	Score	Premier Water/Huber**		Premier Water/Spirac		Clearwater/BDP**		Combs and Associates/Charter		Combs and Associates/Schwing		Heyward/IMS		EW2/Serpentix		EW2/Andritz	
		Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment
Total Capital Cost	25%	5	\$226 K	3	\$303 K	1	\$446 K	4	\$255 K	2	\$397 K	2	\$404 K	2.5	\$350 K	4	\$249 K
Estimated Operation and Maintenance Costs	20%																
Delivery Schedule	15%																
Ease of Maintenance	5%																
Flexibility of Operation	5%																
Owner Preference	30%	4	with vendor, provides single source for equipment	3	separate vendor	4	with vendor, provides single source for equipment	4	with vendor, provides single source for equipment	5	with vendor, provides single source for equipment	3	separate vendor	1	want screw conveyor, not belt	4	with vendor, provides single source for equipment
Final Scores	100%	49%		33%		29%		44%		40%		28%		19%		44%	

** not able to purchase conveyor without purchasing screw press

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Environmental Systems

November 11, 2024

Oconee Joint Regional Sewer Authority
623 Return Church Road #1531
Seneca, SC 29678
Attn: Chris Eleazer

Letter of Intent and Limited Authorization to Proceed - Early Submittal Procurement for the Coneross Creek WRF Dewatering Upgrades

Project Name: OJRSA Coneross Creek WRF Dewatering Upgrades CMAR
Proposal Number: 24-595-615
Project Address: 623 Return Church Road #1531, Seneca, SC 29678

The Oconee Joint Regional Sewer Authority (“Owner”) and Harper General Contractors, Inc. (“Harper”) have entered into a separate written agreement for Harper’s performance of certain preconstruction services in connection with the above-referenced project (the “Project”). Owner and Harper anticipate and intend that, when the design for the construction of the Project has been sufficiently completed by the design professional engaged by the Owner, the Owner and Harper will use good faith efforts to negotiate, agree upon and enter into a contract for Construction Manager at Risk (CMAR) services which include the construction of the Project by Harper as CMAR (the “Prospective CMAR Contract”). However, nothing stated herein requires the Owner or Harper to enter into the Prospective CMAR Contract with one another.

In the interim, the Owner requests that Harper provide the limited early submittal procurement services identified herein pursuant to, and in accordance with, the terms of this Letter of Intent and Limited Authorization to Proceed (the “Letter Agreement”), which shall be binding upon the Owner and Harper as further provided herein.

A. Basis for Pricing and Payment Terms:

- Exhibits: Proposal and Bid Form from Schwing Bioset (Manufacturer)
- Payment for the submittals will be based on the negotiated value discussed by email with the manufacturer plus Harper’s fee (5%).
- Payment terms are 100% (one-invoice) net 30-days from invoicing after submittals are handed over to OJRSA and its engaged design professional.

B. Scope of Supply:

- This procurement package consists of the generation and provision of submittals for the screw presses.
- Harper will work with the selected equipment manufacturer to develop complete submittal packages for each selected piece of equipment.
- This Letter Agreement does not provide or include provisions to order any materials for fabrication and delivery – it is for submittal generation only.

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Environmental Systems

C. Exclusions:

- Material/Equipment fabrication and delivery.
- Warranties.
- Permitting.
- Performance and Payment bond.

D. Schedule:

- Harper and the equipment manufacturer will provide submittals to OJRSA and its engaged design professional, KCI, within the timeline included in the Manufacturer's RFP response (attached); Submittal preparation from the Manufacturer is anticipated to take 4 weeks to complete based on the attached Manufacturer's RFP response.

E. Additional Terms

1. This Letter Agreement may only be modified or amended by written agreement signed by both the Owner and Harper. In the event the Owner and Harper enter into the Prospective CMAR Contract in connection with the Project, the parties may amend, alter, incorporate in whole or in part, or otherwise modify or include any of the terms of this Letter Agreement within the Prospective CMAR Contract.
2. The Owner may terminate this Letter Agreement for any reason upon providing written notice to Harper at least 7 days prior to the effective date of termination. Either party may terminate this Letter Agreement due to the other party's failure to comply with a material term of this Letter Agreement by providing written notice of such termination at least 7 days prior to the effective date of termination, unless the defaulting party cures its default within such 7-day period. In the event of termination of this Letter Agreement by either party prior to the full performance of the submittal procurement services identified herein and the full payment for same, Harper shall be entitled to be paid for all services performed or provided prior to the date of termination, which payment shall not be less than the compensation due to the Manufacturer for its services performed or provided prior to the date of termination, as is consistent with the attached Manufacturer's proposal response, plus Harper's fee thereon.
3. The Owner and Harper waive claims against each other for consequential damages arising out of or relating to this Letter Agreement. This mutual waiver includes damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of the Letter Agreement as provided herein.
4. Harper shall not be responsible for any delay, damage, or failure caused by or occasioned by a Force Majeure Event; provided, however, that Harper shall give five (5) days' written notice and full particulars of the Force Majeure Event to the Owner after such occurrence of a Force Majeure Event. "Force Majeure Event" shall mean act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, or any other causes beyond the control of Harper. Delays due to any of the above causes shall not be deemed to be a breach of, or failure, to perform under this Letter Agreement. Any delay in performance by Harper pursuant to this

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Environmental Systems

paragraph will continue only for so long as the Force Majeure Event continues, and only to the extent that Harper is so prevented or delayed.

5. Dispute Resolution - All claims, disputes, and other matters in question between Harper and Owner arising out of or related to this Letter Agreement, or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining at the sole option of Harper. Harper may, at its option, join or consolidate arbitration with the Owner, Architect/Engineer, Construction Manager, and other Subcontractors, Suppliers, Manufacturers or any other party having an interest in the proceeding. Notwithstanding any other choice of law provisions, if any, the parties acknowledge that the Project affects interstate commerce and that this agreement to arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. The prevailing party in any dispute arising out of or relating to this Letter Agreement that is resolved by arbitration shall be entitled to recover from the other party the reasonable attorney's fees incurred by that party in connection with such arbitration.
6. Neither party may assign this Letter Agreement or the party's rights or obligations under this Letter Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld or delayed.
7. This Letter Agreement will be interpreted, construed and enforced according to the laws of the State of South Carolina.
8. This Letter Agreement may be executed in any number of counterparts, transmitted, and stored electronically. The sum of the executed counterparts transmitted electronically between and among Harper and the Owner shall be deemed the original Letter Agreement.

TOTAL COST:

\$99,750.00

Pricing will be valid for thirty (30) days from date listed on page one (1) of this proposal. The scope of supply is provided as explicitly stated and does not include additional work or supply. Proposal is provided per Harper's Standard Terms and Conditions which are found in the following pages.

I and everyone at Harper General Contractors sincerely thank you for giving us the opportunity to submit this proposal. We look forward to discussing this proposal with you further and answering any questions you may have. Please confirm your acceptance of the terms and conditions of this Letter Agreement by signing below where indicated and returning the executed copy to my attention.

Respectfully,

Justin Jones
 Director of Preconstruction
 Harper General Contractors
 Environmental Systems Division
justinj@harpergc.com
 (843) 637-7815

HARPER | GENERAL CONTRACTORS Environmental Systems

Accepted By: X _____
Signature Print Date

Harper Approval: X _____
Signature Print Date

DRAFT

010 OJRSA FUND
 004 REVENUE
 00401 REVENUE

Revenue Report

Oconee Joint Rsa
 Page 1 of 1

Level 4 Summary for November 2024

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
010 OJRSA FUND								
004 REVENUE								
00401 REVENUE								
01770 CONNECTION FEES	\$0.00	\$0.00	\$0.00	\$1,755.60	0	\$3,552.20	0	(\$3,552.20)
01790 UNRESTRICTED INTEREST	\$25,000.00	\$0.00	\$25,000.00	\$4,946.07	20	\$58,528.80	234	(\$33,528.80)
01820 GRANTS	\$0.00	\$0.00	\$0.00	\$201,489.94	0	\$1,304,579.59	0	(\$1,304,579.59)
01830 HAULED WASTE SVCES	\$213,308.00	\$0.00	\$213,308.00	\$16,615.00	8	\$83,947.30	39	\$129,360.70
01840 OTHER REVENUE	\$158,622.00	\$0.00	\$158,622.00	\$2,373.37	1	\$5,798.64	4	\$152,823.36
01880 CAPACITY FEES	\$0.00	\$0.00	\$0.00	\$0.00	0	(\$3,400.00)	0	\$3,400.00
01910 USER FEES	\$5,717,028.00	\$0.00	\$5,717,028.00	\$480,427.67	8	\$2,618,501.97	46	\$3,098,526.03
Total Revenue	\$6,113,958.00	\$0.00	\$6,113,958.00	\$707,607.65	12	\$4,071,508.50	67	\$2,042,449.50
00801 PRETREATMENT								
01850 INDUSTRIES	\$174,852.00	\$0.00	\$174,852.00	\$40,869.14	23	\$90,770.38	52	\$84,081.62
Total Pretreatment	\$174,852.00	\$0.00	\$174,852.00	\$40,869.14	23	\$90,770.38	52	\$84,081.62
01101 IMPACT FEES								
01780 RESTRICTED INTEREST	\$100,000.00	\$0.00	\$100,000.00	\$7,033.18	7	\$107,721.92	108	(\$7,721.92)
01880 CAPACITY FEES	\$1,000,000.00	\$0.00	\$1,000,000.00	\$26,700.00	3	\$288,300.00	29	\$711,700.00
01930 UNUSED CAPACITY FEES	\$150,000.00	\$0.00	\$150,000.00	\$28,740.75	19	\$58,800.22	39	\$91,199.78
Total Impact Fees	\$1,250,000.00	\$0.00	\$1,250,000.00	\$62,473.93	5	\$454,822.14	36	\$795,177.86
01201 CONTRACT OPERATIONS								
01900 INTERGOV. REIMBURSEMENT	\$44,072.00	\$0.00	\$44,072.00	\$0.00	0	\$25,147.20	57	\$18,924.80
Total Contract Operations	\$44,072.00	\$0.00	\$44,072.00	\$0.00	0	\$25,147.20	57	\$18,924.80
01301 RETAIL SERVICES								
01780 RESTRICTED INTEREST	\$0.00	\$0.00	\$0.00	\$0.00	0	\$5,924.97	0	(\$5,924.97)
01821 GRANTS - SEWER SOUTH	\$0.00	\$0.00	\$0.00	\$0.00	0	\$2,411,022.50	0	(\$2,411,022.50)
01900 INTERGOV. REIMBURSEMENT	\$0.00	\$0.00	\$0.00	\$0.00	0	\$66,693.24	0	(\$66,693.24)
Total Retail Services	\$0.00	\$0.00	\$0.00	\$0.00	0	\$2,483,640.71	0	(\$2,483,640.71)
Total REVENUE	\$7,582,882.00	\$0.00	\$7,582,882.00	\$810,950.72	11	\$7,125,888.93	94	\$456,993.07
Total OJRSA FUND	\$7,582,882.00	\$0.00	\$7,582,882.00	\$810,950.72	11	\$7,125,888.93	94	\$456,993.07
TOTAL ALL FUNDS	\$7,582,882.00	\$0.00	\$7,582,882.00	\$810,950.72	11	\$7,125,888.93	94	\$456,993.07

010 OJRSA FUND
 005 EXPENSES
 00501 ADMINISTRATION

Expenditure Report

Oconee Joint Rsa
 Page 1 of 4

Level 4 Summary for November 2024

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
010 OJRSA FUND									
005 EXPENSES									
00501 ADMINISTRATION									
01140 100% DEPRECIATION EXPENSE	\$1,222,487.00	\$0.00	\$101,873.92	8	\$509,369.60	42	\$0.00	\$713,117.40	58
01300 PAYROLL: SALARIES	\$1,154,105.00	\$0.00	\$84,083.24	7	\$480,717.29	42	\$0.00	\$673,387.71	58
01310 OVERTIME	\$41,194.00	\$0.00	\$2,651.42	6	\$15,474.01	38	\$0.00	\$25,719.99	62
01350 PAYROLL: FICA/MEDICARE WH	\$97,367.00	\$0.00	\$6,889.09	7	\$39,335.53	40	\$0.00	\$58,031.47	60
01380 PAYROLL: RETIREMENT	\$221,848.00	\$0.00	\$20,928.74	9	\$89,783.61	40	\$0.00	\$132,064.39	60
02200 COMMISSIONER EXPENSES	\$13,680.00	\$0.00	\$900.00	7	\$4,680.00	34	\$0.00	\$9,000.00	66
02220 GROUP INSURANCE	\$215,280.00	\$0.00	\$19,840.00	9	\$76,943.36	36	\$0.00	\$138,336.64	64
02240 WORKERS' COMPENSATION	\$20,791.00	\$0.00	\$10,922.00	53	\$10,922.00	53	\$0.00	\$9,869.00	47
02250 INSURANCE-PROPERTY/GENERAL	\$81,363.00	\$0.00	\$0.00	0	\$291.74	0	\$0.00	\$81,071.26	100
02260 EMPLOYEE WELLNESS	\$2,600.00	\$0.00	\$3,445.00	133	\$4,835.98	186	\$0.00	(\$2,235.98)	(86)
02270 UNIFORMS	\$31,475.00	\$0.00	\$1,794.89	6	\$8,821.68	28	\$0.00	\$22,653.32	72
02280 TRAVEL & POV MILEAGE	\$8,650.00	\$0.00	\$0.00	0	\$210.00	2	\$0.00	\$8,440.00	98
02290 AGENCY MEMBERSHIPS	\$11,715.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$11,715.00	100
02300 LICENSES/CERTIFS/MEMBERSHIPS	\$4,563.00	\$0.00	\$0.00	0	\$1,011.00	22	\$0.00	\$3,552.00	78
02310 SEMINARS/WKSHOPS & TRAINING	\$42,020.00	\$0.00	\$4,719.72	11	\$11,558.48	28	\$0.00	\$30,461.52	72
02320 EVENTS & MEETING EXPENSES	\$4,300.00	\$0.00	\$1,030.45	24	\$1,623.19	38	\$0.00	\$2,676.81	62
02340 PUBLIC RELATIONS & ADVERTISING	\$16,250.00	\$0.00	\$817.00	5	\$4,042.53	25	\$0.00	\$12,207.47	75
02360 MAILING/SHIPPING	\$750.00	\$0.00	\$337.92	45	\$337.92	45	\$0.00	\$412.08	55
02370 SAFETY EQUIPMENT	\$33,050.00	\$0.00	\$3,092.50	9	\$27,698.74	84	\$0.00	\$5,351.26	16
02380 OFFICE SUPPLIES	\$79,822.00	\$0.00	\$13,108.04	16	\$25,006.37	31	\$0.00	\$54,815.63	69
02410 TECHNOLOGY: PHONES/INTERNET/TV	\$14,436.00	\$0.00	\$1,445.63	10	\$7,291.99	51	\$0.00	\$7,144.01	49
02420 ADMINISTRATION SERVICES	\$237,823.00	\$0.00	\$48,647.14	20	\$154,344.97	65	\$0.00	\$83,478.03	35
02440 O&M CONTINGENCY	\$150,000.00	\$0.00	\$16.26	0	\$16.26	0	\$0.00	\$149,983.74	100
02520 FUEL: VEHICLES & EQUIPMENT	\$37,250.00	\$0.00	\$3,830.52	10	\$15,184.32	41	\$0.00	\$22,065.68	59
02530 R&M: VEHICLES/TRAILERS/EQUIP	\$38,500.00	\$0.00	\$2,568.64	7	\$21,559.69	56	\$215.41	\$16,724.90	43
02560 FEES & PENALTIES	\$4,487.00	\$0.00	\$104.00	2	\$750.00	17	\$0.00	\$3,737.00	83
Total Administration	\$3,785,806.00	\$0.00	\$333,046.12	9	\$1,511,810.26	40	\$215.41	\$2,273,780.33	60
00601 CONVEYANCE SYSTEM									
02400 SUPPLIES/TOOLS	\$15,000.00	\$0.00	\$1,142.65	8	\$8,705.78	58	\$1,011.26	\$5,282.96	35
02401 MAINTENANCE TOOLS & SUPPLIES	\$13,000.00	\$0.00	\$688.45	5	\$7,834.82	60	\$103.78	\$5,061.40	39
02411 TECHNOLOGY: SCADA	\$22,100.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$22,100.00	100
02430 SERVICES: PROFESSIONAL/CONSULT	\$476,110.00	\$0.00	\$8,602.50	2	\$27,250.45	6	\$0.00	\$448,859.55	94
02450 CHEMICALS: SODIUM HYPOCHLORITE	\$35,834.00	\$0.00	\$3,324.16	9	\$10,078.48	28	\$0.00	\$25,755.52	72
02455 CHEMICALS: HERBICIDE/PESTICIDE	\$1,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,500.00	100
02490 ELECTRICITY	\$266,700.00	\$0.00	\$19,891.76	7	\$95,107.55	36	\$0.00	\$171,592.45	64
02500 WATER	\$8,950.00	\$0.00	\$824.58	9	\$3,936.03	44	\$0.00	\$5,013.97	56
02521 FUEL: GENERATORS	\$6,800.00	\$0.00	\$0.00	0	\$5,843.20	86	\$0.00	\$956.80	14
02540 EQUIPMENT RENTALS	\$12,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$12,000.00	100
02550 BUILDINGS & GROUNDS	\$5,500.00	\$0.00	\$302.07	5	\$551.75	10	\$61.69	\$4,886.56	89

010 OJRSA FUND

005 EXPENSES

00601 CONVEYANCE SYSTEM

Oconee Joint Rsa

Expenditure Report

Level 4 Summary for November 2024

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
02590 ROLLING STOCK & EQUIPMENT	\$275,080.00	\$0.00	\$0.00	0	\$265,493.50	97	\$0.00	\$9,586.50	3
04000 FLOW MONITOR STAS	\$16,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$16,500.00	100
04010 FLOW MONITOR STAS: COL'S FORK	\$0.00	\$0.00	\$0.00	0	\$13.03	0	\$0.00	(\$13.03)	0
05000 PUMP STATIONS	\$228,450.00	\$0.00	\$1,620.36	1	\$7,030.08	3	\$0.00	\$221,419.92	97
05010 PUMP STATIONS: CANE PS	\$0.00	\$0.00	\$145.00	0	\$145.00	0	\$0.00	(\$145.00)	0
05020 PUMP STATIONS: CHOESTOEIA PS	\$0.00	\$0.00	\$0.00	0	\$10,465.84	0	\$0.00	(\$10,465.84)	0
05030 PUMP STATIONS: CONERROSS PS	\$0.00	\$0.00	\$52.96	0	\$52.96	0	\$0.00	(\$52.96)	0
05040 PUMP STATIONS: CRYOVAC PS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05050 PUMP STATIONS: DAVIS CRK 1 PS	\$0.00	\$0.00	\$1,350.00	0	\$1,355.54	0	\$146.43	(\$1,501.97)	0
05060 PUMP STATIONS: DAVIS CRK 2 PS	\$0.00	\$0.00	\$6,183.79	0	\$6,609.75	0	\$0.00	(\$6,609.75)	0
05080 PUMP STATIONS: HALFWAY BR PS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05090 PUMP STATIONS: ISS PS	\$0.00	\$0.00	\$0.00	0	\$20.17	0	\$0.00	(\$20.17)	0
05100 PUMP STATIONS: MARTIN CREEK PS	\$0.00	\$0.00	\$0.00	0	\$35,488.39	0	\$0.00	(\$35,488.39)	0
05110 PUMP STATIONS: MILLBROOK PS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05120 PUMP STATIONS: PELHAM CREEK PS	\$0.00	\$0.00	\$16.51	0	\$16.51	0	\$0.00	(\$16.51)	0
05130 PUMP STATIONS: PERKINS PS	\$0.00	\$0.00	\$4,914.21	0	\$5,014.73	0	\$150.85	(\$5,165.58)	0
05140 PUMP STATIONS: SENECA PS	\$0.00	\$0.00	\$886.68	0	\$1,041.33	0	\$0.00	(\$1,041.33)	0
05160 PUMP STATIONS: WEXFORD PS	\$0.00	\$0.00	\$0.00	0	\$5,701.93	0	\$0.00	(\$5,701.93)	0
05210 DUCK POND ROAD PS	\$0.00	\$0.00	\$49.78	0	\$1,770.66	0	\$0.00	(\$1,770.66)	0
05230 GRAVITY SEWER & FORCE MAINS	\$130,000.00	\$0.00	\$15,365.90	12	\$60,368.46	46	\$83.52	\$69,548.02	53
Total Conveyance System	\$1,513,524.00	\$0.00	\$65,361.36	4	\$559,895.94	37	\$1,557.53	\$952,070.53	63
00701 WRF OPERATIONS									
02400 SUPPLIES/TOOLS	\$12,000.00	\$0.00	\$355.43	3	\$4,222.34	35	\$55.06	\$7,722.60	64
02411 TECHNOLOGY: SCADA	\$12,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$12,500.00	100
02430 SERVICES: PROFESSIONAL/CONSULT	\$18,102.00	\$0.00	\$0.00	0	\$31,820.00	176	\$0.00	(\$13,718.00)	(76)
02451 CHEMICALS: CHLORINE	\$60,242.00	\$0.00	\$0.00	0	\$19,835.47	33	\$9,913.76	\$30,492.77	51
02452 CHEMICALS: POLYMER	\$66,450.00	\$0.00	\$3,029.40	5	\$24,051.18	36	\$0.00	\$42,398.82	64
02454 CHEMICALS: SODIUM BISULFITE	\$21,474.00	\$0.00	\$5,691.80	27	\$5,691.80	27	\$0.00	\$15,782.20	73
02457 CHEMICALS: OTHER	\$6,000.00	\$0.00	\$0.00	0	\$1,380.12	23	\$0.00	\$4,619.88	77
02470 GARBAGE	\$2,067.00	\$0.00	\$27.75	1	\$138.75	7	\$0.00	\$1,928.25	93
02480 NATURAL GAS	\$1,855.00	\$0.00	\$117.95	6	\$338.00	18	\$0.00	\$1,517.00	82
02490 ELECTRICITY	\$336,000.00	\$0.00	\$25,364.67	8	\$126,890.27	38	\$0.00	\$209,109.73	62
02500 WATER	\$3,710.00	\$0.00	\$1,666.46	45	\$9,249.86	249	\$0.00	(\$5,539.86)	(149)
02510 SLUDGE DISPOSAL	\$319,289.00	\$0.00	\$9,009.15	3	\$47,082.35	15	\$0.00	\$272,206.65	85
02521 FUEL: GENERATORS	\$4,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,000.00	100
02540 EQUIPMENT RENTALS	\$5,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,000.00	100
02550 BUILDINGS & GROUNDS	\$83,400.00	\$0.00	\$1,331.89	2	\$8,137.67	10	\$240.50	\$75,021.83	90
03000 WATER RECLAMATION FACILITY	\$619,450.00	\$0.00	\$139.78	0	\$24,398.61	4	\$0.00	\$595,051.39	96
Total Wrf Operations	\$1,571,539.00	\$0.00	\$46,734.28	3	\$303,236.42	19	\$10,209.32	\$1,258,093.26	80
00801 PRETREATMENT									
01300 PAYROLL: SALARIES	\$77,472.00	\$0.00	\$6,115.38	8	\$32,683.47	42	\$0.00	\$44,788.53	58
01380 PAYROLL: RETIREMENT	\$14,379.00	\$0.00	\$1,078.47	8	\$5,999.70	42	\$0.00	\$8,379.30	58

010 OJRSA FUND
 005 EXPENSES
 00801 PRETREATMENT

Oconee Joint Rsa
 Expenditure Report

Level 4 Summary for November 2024

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
02220 GROUP INSURANCE	\$7,522.00	\$0.00	\$629.86	8	\$2,519.44	33	\$0.00	\$5,002.56	67
02300 LICENSES/CERTIFS/MEMBERSHIPS	\$425.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$425.00	100
02310 SEMINARS/WKSHOPS & TRAINING	\$2,975.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,975.00	100
02380 OFFICE SUPPLIES	\$3,700.00	\$0.00	\$3,796.11	103	\$4,036.80	109	\$0.00	(\$336.80)	(9)
02410 TECHNOLOGY: PHONES/INTERNET/TV	\$748.00	\$0.00	\$53.55	7	\$321.13	43	\$0.00	\$426.87	57
02430 SERVICES: PROFESSIONAL/CONSULT	\$38,489.00	\$0.00	\$1,479.00	4	\$11,993.72	31	\$0.00	\$26,495.28	69
Total Pretreatment	\$145,710.00	\$0.00	\$13,152.37	9	\$57,554.26	39	\$0.00	\$88,155.74	61
00901 LABORATORY									
02400 SUPPLIES/TOOLS	\$6,000.00	\$0.00	\$2,030.70	34	\$2,787.11	46	\$0.00	\$3,212.89	54
02430 SERVICES: PROFESSIONAL/CONSULT	\$73,377.00	\$0.00	\$4,392.75	6	\$12,433.35	17	\$0.00	\$60,943.65	83
02456 CHEMICALS: LABORATORY	\$5,000.00	\$0.00	\$375.71	8	\$1,582.05	32	\$0.00	\$3,417.95	68
Total Laboratory	\$84,377.00	\$0.00	\$6,799.16	8	\$16,802.51	20	\$0.00	\$67,574.49	80
01201 CONTRACT OPERATIONS									
02411 TECHNOLOGY: SCADA	\$625.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$625.00	100
02430 SERVICES: PROFESSIONAL/CONSULT	\$20,610.00	\$0.00	\$0.00	0	\$485.00	2	\$0.00	\$20,125.00	98
02500 WATER	\$1,365.00	\$0.00	\$73.86	5	\$226.06	17	\$0.00	\$1,138.94	83
02521 FUEL: GENERATORS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
02550 BUILDINGS & GROUNDS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05170 PUMP STATIONS: GCCP-PS	\$10,500.00	\$0.00	\$0.00	0	\$1,475.75	14	\$0.00	\$9,024.25	86
Total Contract Operations	\$34,100.00	\$0.00	\$73.86	0	\$2,186.81	6	\$0.00	\$31,913.19	94
01301 RETAIL SERVICES									
02400 SUPPLIES/TOOLS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
02411 TECHNOLOGY: SCADA	\$1,250.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,250.00	100
02430 SERVICES: PROFESSIONAL/CONSULT	\$7,406.00	\$0.00	\$345.00	5	\$345.00	5	\$0.00	\$7,061.00	95
02490 ELECTRICITY	\$2,100.00	\$0.00	\$649.24	31	\$4,084.44	194	\$0.00	(\$1,984.44)	(94)
02500 WATER	\$1,050.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,050.00	100
05180 PUMP STATIONS: WELCOME CTR	\$725.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$725.00	100
05190 PUMP STATIONS: BROOMWAY LN	\$0.00	\$0.00	\$860.66	0	\$860.66	0	\$0.00	(\$860.66)	0
Total Retail Services	\$13,031.00	\$0.00	\$1,854.90	14	\$5,290.10	41	\$0.00	\$7,740.90	59
01401 CAPITAL PROJECTS									
06050 SEWER SOUTH PHASE II	\$3,700,000.00	\$0.00	\$0.00	0	\$1,696,908.87	46	\$0.00	\$2,003,091.13	54
06060 CONVEYANCE SYSTEM	\$140,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$140,000.00	100
Total Capital Projects	\$3,840,000.00	\$0.00	\$0.00	0	\$1,696,908.87	44	\$0.00	\$2,143,091.13	56
01501 CONTINGENCY FUND									
09005 FLAT ROCK PS UPGRADE	\$0.00	\$0.00	\$0.00	0	\$596,905.76	0	\$0.00	(\$596,905.76)	0
09007 CENTRAL OCONEE SWR MASTER PLAI	\$0.00	\$0.00	(\$50,000.00)	0	\$6,580.00	0	\$0.00	(\$6,580.00)	0
09009 COLLECTION SYSTEM REHAB	\$0.00	\$0.00	\$5,993.20	0	\$32,953.34	0	\$0.00	(\$32,953.34)	0
09010 REG SEWER FEASIBILITY STUDY	\$0.00	\$0.00	\$0.00	0	\$26,542.50	0	\$0.00	(\$26,542.50)	0
09011 DEWATERING EQUIP REPLACEMENT	\$0.00	\$0.00	\$0.00	0	\$41,266.00	0	\$0.00	(\$41,266.00)	0
09012 MARTIN CRK & WESTMINSTER CCTV	\$0.00	\$0.00	\$8,507.32	0	\$211,994.90	0	\$0.00	(\$211,994.90)	0
09013 MARTIN/PERKINS CRK FLOW STUDY	\$0.00	\$0.00	\$1,332.00	0	\$1,332.00	0	\$0.00	(\$1,332.00)	0

010 OJRSA FUND
 005 EXPENSES
 01501 CONTINGENCY FUND

Oconee Joint Rsa
 Expenditure Report

Level 4 Summary for November 2024

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
Total Contingency Fund	\$0.00	\$0.00	(\$34,167.48)	0	\$917,574.50	0	\$0.00	(\$917,574.50)	0
Total EXPENSES	\$10,988,087.00	\$0.00	\$432,854.57	4	\$5,071,259.67	46	\$11,982.26	\$5,904,845.07	54
Total OJRSA FUND	\$10,988,087.00	\$0.00	\$432,854.57	4	\$5,071,259.67	46	\$11,982.26	\$5,904,845.07	54
TOTAL ALL FUNDS	\$10,988,087.00	\$0.00	\$432,854.57	4	\$5,071,259.67	46	\$11,982.26	\$5,904,845.07	54

Bid Tabulation

Chlorine Building (Roof Area A) and Operations and Administration Building Roofs and Exterior Walls
December 17, 2024 / 2 PM



Bid Submitted By: CE Bourne and Company, Inc.		Addenda Received		Unit Price Items		ADD	DEDUCT
Base Bid:		Y	I.				
ALT i:	\$56,950.00		2	Masonry Repointing		\$15.00	\$0.00
	\$53,195.00			2. Metal Deck Repair		\$5.00	\$0.00
				3. Metal Deck Replacement		\$12.50	\$0.00
				4. 2 x 4		\$5.00	\$0.00
				5. 2 x 6		\$5.00	\$0.00
				6. TP Membrane Repairs		\$5.00	\$0.00
				7. TP Flashing Repairs		\$5.00	\$0.00
				8. Brick Replacement		\$8.00	\$0.00

Bid Submitted By: JA Piper Roofing Company		Addenda Received		Unit Price Items		ADD	DEDUCT
Base Bid:		Y	I.				
ALT i:	\$99,822.00		2	Masonry Repointing		\$117.00	\$0.00
	\$94,725.00			2. Metal Deck Repair		\$9.00	\$0.00
				3. Metal Deck Replacement		\$17.50	\$0.00
				4. 2 x 4		\$3.50	\$0.00
				5. 2 x 6		\$4.50	\$0.00
				6. TP Membrane Repairs		\$15.00	\$0.00
				7. TP Flashing Repairs		\$20.00	\$0.00
				8. Brick Replacement		\$274.00	\$0.00

Bid Submitted By: Lloyd Roofing Company, Inc.		Addenda Received		Unit Price Items		ADD	DEDUCT
Base Bid:		Y	I.				
ALT i:	\$84,439.00		2	Masonry Repointing		\$25.00	\$0.00
	\$86,701.00			2. Metal Deck Repair		\$6.00	\$0.00
				3. Metal Deck Replacement		\$39.00	\$0.00
				4. 2 x 4		\$3.00	\$0.00
				5. 2 x 6		\$4.00	\$0.00
				6. TP Membrane Repairs		\$8.00	\$0.00
				7. TP Flashing Repairs		\$15.00	\$0.00
				8. Brick Replacement		\$75.00	\$0.00

Amanda Matech

OJRSA STANDARD SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is dated as of the 7th day of January in the year 2025 by and between OCONEE JOINT REGIONAL SEWER AUTHORITY, a political subdivision located at 623 Return Church Road, Seneca, South Carolina 29678 (hereinafter “OJRSA”) and CE Bourne and Company, Inc., a corporation, having a place of business at 140 Industrial Drive, Greenwood, South Carolina 29649 (hereinafter called “SUPPLIER”).

OJRSA and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - Documents Comprising Agreement

- 1.1 This Agreement which comprises the entire agreement between OJRSA and SUPPLIER, includes the following attached hereto and incorporated herein by reference:
- 1.1.1 OJRSA Request for Bids dated November 15, 2024
 - 1.1.2 Exhibit A – Definitions
 - 1.1.3 Exhibit B – Statement of Work
 - 1.1.4 Any Amendments or Change Orders to this Agreement
 - 1.1.5 Addendum Number 1, dated December 4, 2024 and Addendum Number 2, dated December 12, 2024

This Agreement may not be modified by any proposal, bid, estimate, e-mail, text message, conversation, submittal, or other form of verbal or written communication before the date this Agreement is fully executed.

- 1.2 All materials, equipment and services that may reasonably be inferred from this Agreement as being required to produce the intended result will be supplied whether or not specifically referenced in the Agreement.

ARTICLE 2 - Goods and Services

- 2.1 SUPPLIER shall furnish the Goods and Services pursuant to the terms and conditions of this Agreement. The Goods and Services to be furnished are more particularly set forth in the Statement of Work.
- 2.2 In providing the Goods and Services, other than as specified in this Agreement, SUPPLIER agrees to provide at its own expense all labor, equipment, tools, materials and other items and resources necessary to perform this Agreement.

ARTICLE 3 – Contract Price

- 3.1 OJRSA shall pay SUPPLIER for furnishing the Goods and Services and for performing other services in accordance with this Agreement. The Contract Price and the terms of payment of the Contract Price shall be as provided in the Statement of Work. The Contract Price does not include sales, consumer, use and other similar taxes, required by law to be paid in respect of the production and delivery of the Goods and the furnishing of Services. OJSRA shall be responsible for the payment of such taxes, and SUPPLIER shall include such taxes in its invoices to OJRSA.

Contract Amount: One Hundred Ten Thousand One Hundred Forty-Five Dollars and Zero Cents (\$110,145.00). This Contract is for the Base Bid and Alternate Number 1 work. See the Unit Prices Attachment.

ARTICLE 4 – Insurance

- 4.1 The SUPPLIER, at its own expense, shall purchase and maintain in full force and effect, such insurance on an occurrence form (unless otherwise noted below) with a company or companies lawfully authorized to do business in the jurisdiction in which the project/work is located. Such policies shall protect OJRSA from claims, which may arise out of or result from the SUPPLIER’S (or anyone directly or indirectly employed by SUPPLIER) operations performed under the Agreement. SUPPLIER shall be required to provide insured endorsements, evidencing the following coverage:

Commercial General Liability (CGL):

Limits:

\$1,000,000 each occurrence

\$1,000,000 personal injury/advertising injury limit

Coverage:

Insurance coverage should be in force and maintained on a coverage form no less restrictive than the latest edition of the Commercial General Liability policy via ISO CG 00 01

Requirements:

1. Products/Completed Operations Liability shall be maintained in full force and effect for a period of three (3) years following the final completion of the work.
2. OJRSA be named as additional insured including coverage for products/completed operations (or blanket additional insured as required by written contract) via ISO Additional Insured Endorsement CG 20 10 and CG 20 37 or an endorsement providing equivalent coverage to OJRSA.
3. Waiver of Subrogation with respect to General Liability
4. Certificate to reference specific project
5. Per project coverage

Worker's Compensation and Employer's Liability Coverage:

Limits:

Coverage A (Workers Compensation) – statutory

Coverage B (Employer's Liability) - \$500,000 per accident or disease (or sufficient to meet Umbrella requirements.)

Coverage:

If applicable, statutory coverage for United States Longshoreman and Harbor Workers, and the Jones Act

Requirements:

Waiver of subrogation with respect to Worker's Compensation

Comprehensive Automobile Liability:

Limits:

\$1,000,000 Combined Single Limit (CSL) for Bodily Injury and Property Damage.

Coverage:

Coverage to include owned, non-owned and hired vehicles, including the loading and unloading thereof.

Requirements:

Waiver of subrogation with respect to Auto Liability. OJRSA to be named as additional insured.

In the event the SUPPLIER does not own any automobiles in the corporate name, non-owned vehicle coverage shall apply and must be endorsed onto the subcontractor's personal auto policy or the CGL coverage.

Excess Liability Umbrella Coverage

The umbrella policies shall contain a minimum \$5,000,000 per occurrence and \$5,000,000 aggregate limit with coverage at least as broad as primary underlying insurance, covering all work performed by SUPPLIER under this contract. Coverage will follow form with underlying requirements for waiver of subrogation, additional insured requirements, and primary non-contributory language.

- 4.2 Prior to commencement of performance of this Agreement, the SUPPLIER shall furnish OJRSA with Certificates of Insurance for all insurance required hereunder and, for coverages where OJRSA is required to be named as an Additional Insured hereunder, SUPPLIER shall furnish copies of all Additional Insured endorsements in addition to Certificates of Insurance.

ARTICLE 5 - SUPPLIER's Responsibilities

- 5.1 In addition to such other obligations under this Agreement, SUPPLIER shall competently and efficiently supervise and direct installation of the Goods and furnishing of Services and coordinate all operations required to deliver the Goods and furnish Services. Except as specifically provided in this Agreement with respect to Services or otherwise, SUPPLIER shall not be authorized to perform any work or services at the site.
- 5.2 Infringement Claims. SUPPLIER shall defend and fully indemnify and hold harmless OJRSA, its affiliates and their officers, directors, and employees (all referred to in this Section as "OJRSA") from and against any losses, damages, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees) that arise out of or result from any and all claims (1) of infringement of any patent, copyright, trademark or trade secret right or other intellectual property right, and (2)

related by circumstances to the use of the Goods or the performance of the Services (an "Infringement Claim"). SUPPLIER's duty to defend and indemnify shall not apply if the Infringement Claim arises solely from SUPPLIER's adherence to OJRSA's written instructions regarding the Services or Goods required to be provided by SUPPLIER.

- 5.6 If submission of Drawings is required by the Statement of Work, SUPPLIER shall submit to OJRSA's Representative in accordance with the accepted schedule for submission of Drawings and Contract Time requirements a copy (unless otherwise specified) of all Drawings which will have been checked by SUPPLIER and have a specific notation or indication of approval of SUPPLIER. OJRSA's Representative will review and approve with reasonable promptness Drawings, but OJRSA's Representative's review and approval will be only for conformance with the design concept of the Goods and Services and for compliance with the information given in this Agreement. If OJRSA believes that any correction in the Drawings is necessary or required, OJRSA shall notify SUPPLIER within five (5) business days of receipt of the Drawings. If SUPPLIER agrees with OJRSA's correction, SUPPLIER shall make the correction required by OJRSA's Representative and shall return a copy of the corrected Drawings to OJRSA. If SUPPLIER does not agree with such requested correction, then SUPPLIER shall notify OJRSA's Representative within three (3) business days and OJRSA's Representative and SUPPLIER shall discuss in good faith whether any such correction is necessary. If any agreed upon correction results in an increase in the Contract Price, OJRSA and SUPPLIER shall execute a Change Order.
- 5.7 SUPPLIER shall, at its own expense, be solely responsible for protecting its employees, subcontractors, material suppliers and all other persons from risk of death, injury or bodily harm arising from, or in any way related to, the work of this Agreement, and ensuring full compliance with all government safety and OSHA rules and regulations. SUPPLIER shall have an ongoing safety program and conduct inspections to ensure that safe working conditions and equipment exist and safe practices are observed. SUPPLIER shall have a competent person on the jobsite at all times in charge of SUPPLIER'S safety program. Under no circumstances shall the actions of OJRSA in requiring implementation of a safety program be construed as OJRSA having control over SUPPLIER'S safety program. SUPPLIER shall be solely responsible for the content and implementation of its safety program which shall meet or exceed applicable legal standards. SUPPLIER shall immediately notify OJRSA's supervisors of any unsafe conditions or practices observed and promptly send OJRSA a written notice if the condition or practice is not immediately remedied. Further, SUPPLIER shall immediately notify OJRSA in writing of any accidents or injuries on the jobsite.

SUPPLIER shall fully comply with all laws, orders, citations, rules, regulations, standards and statutes concerning occupational health and safety, accident prevention, safety equipment and practices, including but not limited to federal and state OSHA regulations. In addition to its obligations under the Indemnification section of this Agreement, SUPPLIER agrees to indemnify, defend, and hold harmless OJRSA from and against all claims, fines, penalties, damages, or expenses including attorney's fees, lawsuits, actions, causes of action, citations or work stoppages, or other litigation of every kind which arise out of or are due to any action or omission on the part of SUPPLIER, its agents, employees, or suppliers. OJRSA may deduct from any payment due to SUPPLIER amounts required to hold Contractor harmless against such claims, fines, and penalties.

- 5.8 SUPPLIER agrees to comply, at its own expense, with all federal, state and local laws and regulations applicable to the work covered by this Agreement and agrees to save and hold OJRSA harmless from any and all liability and damages, fines, taxes, costs and attorneys' fees incurred by OJRSA on account of SUPPLIER'S failure to comply with all laws and governmental regulations applicable to the Work of this Agreement.

ARTICLE 6 – OJRSA's Responsibilities

- 6.1 OJRSA shall issue all communications to SUPPLIER through OJRSA's Representative.
- 6.2 OJRSA shall furnish any data required by SUPPLIER under this Agreement promptly and shall make payments to SUPPLIER when due in accordance with this Agreement.
- 6.3 OJRSA shall comply with all other obligations imposed on it under this Agreement.

ARTICLE 7 – DISPUTES

OJRSA and SUPPLIER agree to work together in good faith to resolve any dispute or alleged breach of this Agreement by referral of such dispute or breach in writing to OJRSA's Representative and SUPPLIER's Representative prior to resorting to litigation. OJRSA and SUPPLIER each agree to allow thirty (30) days

after referral for the resolution of such dispute or breach.

ARTICLE 8 - Changes in the Goods or Services

- 8.1 OJRSA may, at any time or from time to time, order additions, deletions or revisions in the Goods or furnishing of Services, which changes may be authorized by Change Orders. Upon receipt of a Change Order, if SUPPLIER agrees in writing (including any necessary change to Contract Price), SUPPLIER shall sign a Change Order and shall proceed on the basis of the change involved.
- 8.2 In the event OJRSA and SUPPLIER are unable to agree upon a change to the Contract Price associated with OJRSA's order of a change to the scope of furnished Goods or Services hereunder, OJRSA may, at its option and in the absence of an agreement between OJRSA and SUPPLIER on the terms of a Change Order, direct SUPPLIER to proceed with the added scope of work for a reasonable increase or decrease in the Contract Price. SUPPLIER shall keep and present an itemized accounting together with appropriate supporting data all costs of labor, materials, supplies, equipment, and supervision directly attributable to the change.
- 8.3 OJRSA's Representative may authorize minor changes in the Goods or Services not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of this Agreement. These minor changes may be accomplished by a OJRSA's Representative's Change Order and will be binding on OJRSA, and also on SUPPLIER who shall perform the change promptly. If SUPPLIER believes that the minor change described in a OJRSA's Representative's Change Order justifies an increase in the Contract Price or Contract Time, SUPPLIER may make a claim therefor as provided in Article 9 or Article 10.

ARTICLE 9- Change of Contract Price

- 9.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to SUPPLIER for furnishing the Goods and Services. All duties, responsibilities and obligations assigned to or undertaken by SUPPLIER shall be at its expense without change in the Contract Price.
- 9.2 The Contract Price may only be changed by Change Order or Amendment. Any claim for an increase in the Contract Price shall be based on written notice delivered to OJRSA and OJRSA's Representative within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days after such notice is delivered to OJRSA unless OJRSA allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by OJRSA and SUPPLIER. Any change in the Contract Price resulting from any such claim shall be incorporated in an Amendment.

ARTICLE 10 - Change of Contract Time

- 10.1 The Contract Time may only be changed by Amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to OJRSA and OJRSA's Representative within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within ten (10) days after such notice is delivered to OJRSA unless OJRSA's Representative allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by OJRSA's Representative if OJRSA and SUPPLIER cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in an Amendment.
- 10.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of SUPPLIER if a claim is made therefor as provided in Section 10.1. Such delays shall include, but not be limited to, delays caused by OJRSA, fires, flood, OJRSA's labor disputes, epidemics, abnormal weather conditions, laws and regulations enacted or effective after the Effective Date of this Agreement or acts of God.

ARTICLE 11 - Warranty; Tests and Inspections, Correction, Removal or Acceptance

- 11.1 SUPPLIER expressly warrants to OJRSA that all Goods will (i) conform to any and all Drawings and the Statement of Work; and (ii) otherwise be in accordance with this Agreement; and (iii) be free from defects in materials and workmanship. SUPPLIER expressly warrants to OJRSA that all Services will (i) be performed in a good and workmanlike manner; and (ii) be in accordance with this Agreement. OJRSA will give SUPPLIER prompt notice of all observed non-conformities with the foregoing warranties.
- 11.2 Consistent with this Agreement, SUPPLIER shall give OJRSA's Representative timely notice of

readiness of the Goods and Services for all those inspections, tests, or approvals which this Agreement specifics are to be observed by OJRSA's Representative or another party prior to OJRSA's acceptance of delivery. OJRSA will give SUPPLIER timely notice of all tests, inspections and approvals of the Goods called for by this Agreement which are to be conducted at the site after such acceptance and prior to final payment. OJRSA's acceptance of any Goods shall occur only after the Goods have been fully inspected and satisfactorily performed in accordance with OJRSA's validation and/or testing procedures.

- 11.3 If at any time after delivery under Article 2, and before expiration of the correction period under Section 11.6, OJRSA or OJRSA's Representative determines that any Goods and/or Services are Non-Conforming, SUPPLIER shall, upon written notice from OJRSA or OJRSA's Representative, and without cost to OJRSA, either repair the Non-Conforming Goods or work in place, or remove such Goods or work in place and replace them with conforming Goods and/or Services. Repair or replacement of Non-Conforming Goods and/or Services shall be OJRSA's sole and exclusive remedy for breach of SUPPLIER's warranty of Goods and/or Services.
- 11.4 If SUPPLIER fails to take action as required by OJRSA's Representative in accordance with Section 11.3, OJRSA may, after fifteen (15) days' written notice to SUPPLIER, remedy any such non-conformance instead of requiring repair or replacement. In an emergency where delay would cause serious risk of loss or damage, OJRSA may take such action without notice to or waiting for action by SUPPLIER.
- 11.5 If at any time before expiration of the correction period under Section 11.6, OJRSA's Representative notifies SUPPLIER in writing that any of the Services are Non-Conforming, SUPPLIER shall promptly re-perform the Services at SUPPLIER's cost or otherwise remedy the Non-Conforming Services. If SUPPLIER fails to do so within the agreed amount of time, OJRSA may obtain the Services elsewhere.
- 11.6 SUPPLIER's responsibility for repairing or replacing Non-Conforming Goods or re-performing or remedying Non-Conforming Services will extend for a period of one (1) year after the earlier of the date on which OJRSA has placed the Goods in service or the date OJRSA has accepted the Goods and Services as provided in Section 11.2.

ARTICLE 12 - Suspension, Cancellation and Termination

- 12.1 OJRSA may suspend production of the Goods or any portion thereof or the furnishing of Services by notice in writing to SUPPLIER. Upon fifteen (15) days' written notice from OJRSA, SUPPLIER shall resume performance. SUPPLIER will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if SUPPLIER makes an approved claim therefore as provided in Articles 9 and/or 10.
- 12.2 OJRSA may terminate this Agreement through written notice to SUPPLIER, upon the occurrence of one or more of the following events:
- 12.2.1 if SUPPLIER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, U.S. Code), as now or hereafter in effect, or if SUPPLIER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- 12.2.2 if a petition is filed against SUPPLIER under any chapter of said Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against SUPPLIER under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- 12.2.3 if SUPPLIER makes a general assignment for the benefit of creditors;
- 12.2.4 if a trustee, receiver, custodian or agent of SUPPLIER is appointed under applicable law, or under contract, whose appointment or authority to take charge of property of SUPPLIER is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of SUPPLIER's creditors;
- 12.2.5 if SUPPLIER becomes unable to pay its debts generally as they become due; or
- 12.2.6 a material breach by SUPPLIER of any material provision of this Agreement and SUPPLIER does not commence cure within seventy-two (72) hours after written notice to correct the breach from OJRSA to SUPPLIER.
- 12.3 If, through no act or fault of SUPPLIER, production of the Goods or furnishing of Services is suspended for a period of more than ninety (90) days by OJRSA or under an order of court or other public authority, or OJRSA fails to meet the agreed upon payment terms, then SUPPLIER may, upon ten (10) days' written notice to OJRSA and OJRSA's Representative, terminate this Agreement and pursue all remedies available to SUPPLIER for OJRSA's breach.

ARTICLE 13 - Indemnification

In addition to other indemnity obligations under this Agreement and to the fullest extent permitted under applicable law, SUPPLIER shall defend, indemnify and hold OJRSA, its shareholders, officers, directors, employees, agents, successors, and assigns (collectively "Indemnitees") harmless from and against any and all claims, suits, actions, liabilities, losses, costs, reasonable attorneys' fees, expenses, judgments or damages, incurred as a result of any personal, property, or bodily injury, damage, or loss, along with third party claims or actions arising from or in connection with: (i) SUPPLIER's provision of the Goods or performance of the Services; (ii) any negligent acts or omissions or willful misconduct in connection with the provision of the Goods or Services; (iii) any breach of warranties under this Agreement; (iv) any claim of any lien, security interest or other encumbrance made by a third party as to the Goods; and (v) any violation of federal or state law, regulation, statute or ordinance. The indemnity obligations created by this Article 13 shall be proportionate to SUPPLIER's percentage of fault, as determined by a court of competent jurisdiction. SUPPLIER's indemnity obligations hereunder shall remain even in the event of concurrent negligence by OJRSA, but only to the extent of SUPPLIER's own negligence. In no event shall SUPPLIER be required to defend or indemnify OJRSA in the event of its sole negligence.

ARTICLE 14 - Choice of Laws and Forum

- 14.1 Governing Law: To the extent permitted by applicable law, the internal substantive laws of the State of South Carolina shall govern and apply to this Agreement such that all issues concerning this Agreement (including without limitation validity, enforceability, construction, interpretation, performance, breach and remedies) shall be decided under the laws of the State of South Carolina.
- 14.2 Exclusive Forum and Consent to Personal Jurisdiction: The parties agree that the state and federal courts located in South Carolina shall be the exclusive judicial forums for the adjudication of all disputes between them arising out of or relating to this Agreement, and OJRSA and SUPPLIER each for itself consents to the exercise of personal jurisdiction over it in any such adjudication and hereby waive any and all objections and defenses to such personal jurisdiction regardless of the nature of such objection or defense.

ARTICLE 15 – Miscellaneous

- 15.1 Whenever any provision of this Agreement requires the giving of written notice it shall be deemed to have been validly given if delivered to the other party's respective Representative in person, or if sent by registered or certified mail, postage prepaid, to the last business address of the other party known to the giver of the notice.
- 15.2 When any period of time is referred to in this Agreement by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.
- 15.3 Except for OJRSA's exclusive remedies under Sections 11.3 and 11.5, the duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto, and all of the rights and remedies available to OJRSA and SUPPLIER thereunder, will be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, and the provisions of this Section shall be as effective as if repeated specifically in this Agreement in connection with each particular duty, obligation, right and remedy to which they apply.
- 15.4 SUPPLIER may not assign this Agreement, in whole or in part, without the prior written consent of OJRSA. OJRSA may assign this Agreement, in whole or in part, to any of its affiliates or as part of a sale of substantially all of its assets without the prior consent of SUPPLIER. Any attempted assignment of this Agreement not in compliance with this Section shall be of no force or effect.
- 15.5 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SALE OF GOODS OR SERVICES OR THE TERMINATION OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUE OR PROFITS, BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY OR NEGLIGENCE OR ANY STATUTORY CAUSE OF ACTION AND REGARDLESS OF WHETHER SUCH PARTY KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES.
- 15.6 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE LIMITATIONS OF LIABILITY CONTAINED HEREIN SHALL NOT APPLY TO AMOUNTS PAYABLE BY SUPPLIER ARISING FROM ITS INDEMNITY OBLIGATION UNDER ARTICLE 13.

Address for giving notice:

OJRSA:
OCONEE JOINT REGIONAL SEWER AUTHORITY

SUPPLIER:
CE BOURNE AND COMPANY, INC.

Name: Christopher Eleazer

Name (print): Mike Steadman

Title: Executive Director

Title: Vice President

Address: 623 Return Church Rd
Seneca, SC 29678

Address: 140 Industrial Dr
Greenwood, SC 29649

IN WITNESS WHEREOF, the undersigned OJRSA and SUPPLIER, intending to be legally bound, have duly executed this Agreement as of the date first above written.

OJRSA:
OCONEE JOINT REGIONAL SEWER AUTHORITY

SUPPLIER:
CE BOURNE AND COMPANY, INC.

Signature: _____

Signature: _____

Name (print): _____

Name (print): _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A Definitions

Wherever used in this Agreement, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Amendment - Formal written record signed by OJRSA and SUPPLIER of any change or modification in this Agreement.

Change Order - A written order to SUPPLIER signed by OJRSA and SUPPLIER authorizing an addition, deletion or revision in the Goods or Services, or an adjustment in the Contract Price or the Contract Time issued after the Effective Date of this Agreement.

Contract Price - The monies payable by OJRSA to SUPPLIER pursuant to this Agreement.

Contract Time - The total number of days or the dates stated in this Agreement for furnishing the Goods and completing the Services.

Delivery Date - Delivery date shall mean the date for Goods delivery mutually agreed by the parties. If no express date is provided the Delivery Date shall be a date prior to the end of the Contract Time.

Drawings – All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for SUPPLIER to illustrate some portion of the Goods or Services.

Effective date of this Agreement - The date first above written.

Goods - All tangible personal property, materials, equipment, or goods required to be furnished under this Agreement.

OJRSA – Oconee Joint Regional Sewer Authority, a political subdivision primarily located in Seneca, South Carolina.

Non-Conforming – Goods or Services that do not conform to the warranties of Supplier set forth in Section 13.1 of this Agreement.

Point Of Delivery - The place designated in this Agreement, where the Goods are to be delivered.

Services - Services include all services and work to be furnished by SUPPLIER pursuant to this Agreement, including without limitation, those construction, design, engineering, installation, validation, testing or other services specified in the Statement of Work.

Statement of Work – Exhibit B to this Agreement that sets forth the Goods and Services to be provided by SUPPLIER under this Agreement for a specific opportunity. There will be a separate Statement of Work for every opportunity.

Specifications - Those portions of the Statement of Work consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Goods and Services, and administrative details applicable thereto as set forth in this Agreement.

SUPPLIER – Provider of Goods and Services as part of this Agreement.

Term – The Term of this Agreement will begin on the date of this Agreement and will continue until the earlier of (i) the final completion of services or (ii) termination as provided in Article 14.

VENUE OWNER – Owner of the venue or facility where work is to be conducted by the SUPPLIER.

EXHIBIT B
Addendum Number 1 Bid Form

The following page contains Addendum Number 1 Unit Prices Attachment.

ADDENDUM NUMBER 1

BID FORM

6.2 **ALTERNATE BID WORK** (as indicated in the Bidding Documents and generally described as follows):
 (BIDDER shall ~~STRIKE THROUGH~~ "ADD" or "DEDUCT" so as to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE NO. 1: Alternate Number 1 work includes exterior wall repairs maintenance at the Chlorine Building and the Operations and Administration Building. Alternate Number 1 work also includes minor maintenance and repairs to the single-ply roof system on Roof Areas A, B, and C of the Operations and Administration Building.
ADD 15 Calendar Days, if awarded.

ADD/DEDUCT 53,195.00
 (to or from BASE BID)

ALTERNATE NO. 2: N/A

ADD/DEDUCT _____
 (to or from BASE BID)

ALTERNATE NO. 3: N/A

ADD/DEDUCT _____
 (to or from BASE BID)

ALTERNATE NO. 4: N/A

ADD/DEDUCT _____
 (to or from BASE BID)

6.3 UNIT PRICE WORK

BIDDER offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by BIDDER indicate the amount to be added to or deducted from the Contract Sum for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with BIDDER.

No.	Item	Base Bid Qty	Unit of Measure	ADD	DEDUCT
1.	Masonry Repointing	250	SF	15.00	0.00
2.	Metal Deck Repair	100	SF	5.00	0.00
3.	Metal Deck Replacement	50	LF	12.50	0.00
4.	2 x 4	50	LF	5.00	0.00
5.	2 x 6	50	LF	5.00	0.00
6.	TP Membrane Repairs	200	SF	5.00	0.00
7.	TP Flashing Repairs	200	LF	5.00	0.00
8.	Brick Replacement	15	EA	8.00	0.00



OJRSA Position and Committee Assignments

Prior to January 6, 2025

Chair: Brian Ramey
 Vice Chair: Bob Faires
 Secretary/Treasurer: Lynn Stephens

Executive

Brian Ramey, Chair	Westminster
Bob Faires	Seneca
Celia Myers	Walhalla

Finance & Administration

Celia Myers, Chair	Walhalla
Kevin Bronson	Westminster
Marty McKee	Seneca
Scott Moulder	Seneca

Operations & Planning

Bob Faires, Chair	Seneca
David Dial	Wal/Westm
Scott McLane	Seneca
Scott Parris	Walhalla

January 6, 2025 Assignments

Representatives:
 Seneca Seat 1 – Bob Faires
 Seneca Seat 2 – Scott Moulder
 Seneca Seat 3 – Scott McLane
 Seneca Seat 4 – Marty McKee
 Walhalla Seat 5 – Celia Myers
 Walhalla Seat 6 – Laramie Hinkle
 Westminster Seat 7 – Scott Parris
 Westminster Seat 8 – Kevin Bronson
 Walhalla/Westminster Seat 9 – David Dial

Chair: _____
 Vice Chair: _____
 Secretary/Treasurer: Lynn Stephens

Executive

Finance & Administration

Operations & Planning

Committee Chairs:
 Executive – Board Chair _____
 Finance & Administration – _____
 Operations & Planning – _____



OCONEE JOINT REGIONAL SEWER AUTHORITY Ad-Hoc Sewer Feasibility Implementation Committee December 2, 2024

The Ad-Hoc Feasibility Implementation Committee meeting was held at the Coneross Creek Wastewater Treatment Plant.

Commissioners/Committee Members that were present:

- Graham Rich, Committee Chair (Citizen - formerly worked for ReWa)
- Amanda Brock (Oconee County)
- Chris Eleazer (Oconee Joint Regional Sewer Authority)
- Joel Jones (ReWa)
- Scott McLane (City of Seneca)
- Celia Myers (City of Walhalla)
- Scott Parris (City of Westminster)
- Sue Schneider (Citizen - formerly worked for Spartanburg Water)
- Rivers Stilwell (Attorney, Maynard Nexsen)
- Scott Willett (Anderson Regional Joint Water System)

Committee Members that were not present:

- None.

OJRSA appointments and staff present were:

- Lynn Stephens, Secretary/Treasurer to the Board and Office Manager

Others present were:

- Chip Bentley (Appalachian Council of Governments (ACOG))
- Angie Mettlen (Vice President, WK Dickson)
- Katherine Amidon (Environmental Planner, Bolton & Menk)
- Dick Mangrum (Reporter, WGOG Radio)

A. Call to Order – Mr. Bentley apologized for being a few minutes late, thanked everyone for being here, and stated he was asked to be the facilitator for this meeting. He called the meeting to order at 11:03 a.m.

Mr. Bentley stated today is a “kickoff meeting.” This committee is being tasked with helping the OJRSA evaluate any alternatives it has, providing guidance on how to move forward, and determining ways the OJRSA can change its governance structure to reorganize and get past the current hurdles.

B. Introductions – Mr. Bentley asked everyone to introduce themselves and speak a little about their background and expertise:

- Mr. Bentley has been with ACOG for twenty-eight (28) years working in the 208 Water Quality planning committee and has worked with sewer authorities and SC Department of Environmental Services (SCDES, formerly the South Carolina Department of Health and Environmental Control, or SCDHEC) throughout the state as a facilitator for these types of discussions.

- Mr. Parris is the Utilities Director for the City of Westminster, was previously the Utilities Director for the City of Walhalla for twenty-two (22) years and has been on the OJRSA board for twenty-two (22) years (including being chairman of the board).
- Mr. Willett has been the Executive Director for Anderson Regional Joint Water System (ARJWS) for approximately twenty (20) years, had been with other organizations previously, and has experience with regional governments and utilities.
- Mr. Jones is the CEO of ReWa, has been in the business for approximately thirty (30) years, and has operational and regulatory experience.
- Mr. Eleazer has been the Executive Director of the OJRSA for the past seven (7) years, previously worked at ReWa for approximately five (5) years as the collection system department manager and in asset management, and was the water distribution department manager for the City of Anderson. He started his career at SCDHEC.
- Mr. McLane has been at Seneca Light & Water for thirty-nine (39) years and is currently their Engineering Supervisor and has been on the OJRSA board for approximately five (5) years.
- Mr. Rich was with ReWa for approximately seven years until he retired two (2) years ago, worked for six (6) other utilities (managing four of them) previously, and has worked on many forms of governance models.
- Mr. Stilwell said he is a lawyer for Maynard Nexsen and has also been working with ReWa for approximately twenty (20) years.
- Ms. Schneider said she was the CEO at Spartanburg Water until she retired two (2) years ago.
- Ms. Brock has been working for Oconee County for the last twenty-four (24) years (with the last sixteen (16) years in administration) and has been the County Administrator since 2019. She stated Oconee County will represent the economic development and planning components for sewer infrastructure expansion in the county and added that Oconee County does not currently have a seat on the OJRSA board but has a decent partnership with the OJRSA and would like to strengthen those bonds moving forward.
- Ms. Myers has been City Administrator for the City of Walhalla for just over a year and on the OJRSA board for a year, and her background has been in planning and finance and economic development (primarily for Anderson County).
- Ms. Amidon is a Senior Environmental Planner for Bolton & Menk and has spent most of her career working on large land use planning around utilities. She is attending today to answer any questions the committee may have about the master plan that she assisted Weston & Sampson with.
- Ms. Mettlen is the Vice President & Director of Strategic Funding and Regulatory Affairs at Ardurra (previously WK Dickson), has been in the field for approximately thirty-two (32) years since starting her career at SCDHEC, and has been in the consulting field for the last twenty (20) years.

Ms. Mettlen stated this has been an interesting study and stated she is grateful for all attendees for their time, effort, and expertise on this committee. She added the idea was to bring people in from outside Oconee County to help make the OJRSA better, and there is no other group of professionals that she admires more than those in the room now.

C. Establishment of Committee Rules – Mr. Bentley stated that the purpose of this committee is to determine if the OJRSA’s governmental structure needs to be revised to make it more efficient and remove hurdles and to look at options there or to recommend another agency to acquire the OJRSA and take it over. In addition, the committee will be looking at sewer collection governance (currently the three cities own and operate their own sewer collection facilities).

Ms. Mettlen stated that the two (2) governance structures of the authority are what this committee is charged with evaluating. Part of that may be how the new governance structure will be set up to

enable an authority-type situation to more effectively and efficiently get into the retail business. Each city in the authority, as well as West Union, has their own sewer collection system. West Union's system is very small, and they currently don't have a seat at the OJRSA table; the study does not recommend that they have a seat. Oconee County now has sewer assets, and they also don't have a seat the OJRSA table; however, it is being recommended that they have a seat. There must be consolidation of the collection systems, and if at some point the entities want to consolidate, the OJRSA should have a mechanism to do that.

Mr. Rich said the big issue is consolidation. He stated that ReWa consolidated sixteen (16) collection systems, and when it rained, ReWa's manholes would overflow. ReWa was close to a SCDHEC Consent Order on the collection system. It was a challenge to make sixteen (16) different entities follow the plan.

Mr. Eleazer gave Mr. Bentley the official agenda for the meeting and explained how he spoke with Mr. Lawrence Flynn of Pope Flynn (attorney for the OJRSA) who informed him this meeting qualifies as a public meeting, because the Ad Hoc Committee was created by the OJRSA board and is a function of the board; however, the matters to be addressed qualify for the privilege of discussion in Executive Session. In addition, this is just an advisory committee which does not have any authority to make policy.

Mr. Bentley said he was designated as facilitator of the meeting, but that does not necessarily mean he is chairman of the committee. He asked if anyone wanted to nominate a chair and stated he was open to being chair if the committee wanted him to be. Ms. Mettlen added that Mr. Bentley is an *ex-officio* member and has no vote.

Mr. Stilwell suggested that the committee follow Robert's Rules to proceed. Ms. Mettlen said it will be a simple majority for all the votes. All agreed.

Mr. Willett motioned, seconded by Ms. Schneider, to nominate Mr. Graham Rich as the chairman of this committee. The motion carried.

Mr. Rich presided over the meeting from this point onward.

D. Executive Session - *NOTE: Committee May Act on Matters Discussed in Executive Session Upon Returning to Open Session.*

- ***Discussion of Contractual Matters Regarding Regional Sewer Feasibility Implementation [Executive Session Permissible Under SC Law 30-4-70(a)(2), Which States: Discussion of Negotiations Incident to Proposed Contractual Arrangements and Proposed Sale or Purchase of Property, the Receipt of Legal Advice Where the Legal Advice Relates to a Pending, Threatened, or Potential Claim or Other Matters Covered By the Attorney-Client Privilege, Settlement of Legal Claims, or the Position of the Public Agency in Other Adversary Situations Involving the Assertion Against the Agency of a Claim.]***

Mr. Stilwell agrees with Mr. Flynn that this discussion would qualify for an Executive Session but said he questions if some should be done in open session. Some discussions could be politically sensitive but others not. Mr. Rich replied that considering what has happened in the City of Clemson recently, the more being done in open session, the better. Mr. Eleazer added that the Clemson matter was why he spoke to Mr. Flynn about this. He added that he was informed of an Attorney General's opinion in case law that advisory committees are not subject to the Freedom of Information Act (FOIA). Mr. Stilwell said that if anyone feels they have a question or topic that is sensitive (like contractual matters), the committee can entertain a motion to enter Executive Session at that time. Mr. Jones stated he liked the thought of keeping the discussion public as much as possible.

Ms. Mettlen asked Mr. Eleazer if Mr. Flynn was going to participate in any of the discussions. Mr. Eleazer replied that he didn't know. He stated Mr. Flynn provided a document for the committee to read and will be at the next meeting to discuss it.

Mr. Rich asked if this committee has Director's and Administrator's insurance and is it needed. Mr. Eleazer and Ms. Stephens didn't know. Mr. Stilwell and Ms. Mettlen didn't think it was needed for an advisory committee. Ms. Mettlen added that the whole intent of this committee is to come up with a set of recommendations for the OJRSA, or advise on a path forward, and will not take any actions that change the current OJRSA protocols and procedures. Then the current OJRSA board will make the decisions based on the recommendations. Mr. Eleazer added that, based on what happened in Clemson, anything that is discussed in Executive Session is not to be discussed with anyone outside the committee.

Mr. Bentley asked if it was agreed that the discussion will not go into Executive Session today. Mr. Rich answered unless Mr. Stilwell recommended it. Mr. Stilwell said anyone can make a motion if they want to.

Mr. Bentley said the general purpose of the committee is to help the OJRSA evaluate alternatives and see what the path forward is, and there will be more information supplied as this goes along to help reach this goal. The process in how this is achieved is the question. Monthly meetings were discussed, with the possibility of more, through June 2025. He turned it over to Ms. Mettlen to discuss the homework.

Ms. Mettlen said she wants the committee to get in and review what has been done to date (with the homework being to read over the study and document drafted by Mr. Lawrence Flynn), make recommendations based on what was outlined in the study, and then a recommendation made by June 2025 without dragging the committee on. She stated reorganization would be the first option, but if not feasible, there must be another option.

Ms. Mettlen highlighted some areas of interest regarding the study's findings:

- All the agreements [between the cities, county, and other parties] that have been stacked through the years (including when it was still the Oconee County Sewer Commission, or "OCSC") are very complicated, convoluted, and contradictory.
- Oconee County not having a seat on the board has been complicated. Although there have been improvements in the relationship between the County and the OJRSA as Ms. Brock stated, the County needs a seat at the table with all the economic development and areas of the county that are not sewered yet that require decisions made.
- The master plan has a 20-year CIP in it which is daunting with the amount of money that will need to be spent even if there is not another stick of pipe put in the ground or if only placed in areas that need to be sewered.
- The board structure is complicated with the number of members and how it's based; it is more political than it would have otherwise been. There are three (3) main entities (Seneca, Walhalla, and Westminster), plus West Union, and under the current agreements, the OJRSA is not allowed to be in the retail business and cannot take on debt without full 100% agreement by all the entities.
 - Mr. Willett asked if that was all debt; Ms. Mettlen replied yes.
- In the report, the primary sewer treatment/trunkline conveyance recommendations, some items are outlined about modifying the current board composition and establishing a voting allocation (such as done at ARJWS) that need to be reviewed.
 - Mr. Willett explained how Anderson has two (2) types of debt: 1) Repair and Replacement (maintaining) of Current Assets: Every agency gets one (1) vote and majority carries; debt is pro-rated. 2) Expanding Capacity: This changes the debt

flow structure; the agencies electing to participate in the expansion must vote unanimously (their councils must write an approval), and then the debt is recalculated going forward.

- The committee will be provided with a link to the 20-year Sewer Master Plan, which is also on the OJRSA website.

Ms. Mettlen highlighted some areas this committee should consider:

- Determining triggering actions for new members.
- Entertaining the possibility of an entity outside Oconee County to be a part of the OJRSA board.
- Processes and procedures for retail sewer collection.
- A new rate structure modification. Ms. Mettlen stated that in the last year-and-a-half, the OJRSA has transitioned from a metered flow [*pro rata* based] rate to metering water usage from each entity which seems to be working well and has not impacted revenue coming in, and if the OJRSA goes into the retail business, the OJRSA customers may be based on water usage as well.
 - Mr. Willett asked if this absolved folks from working about inflow & infiltration (I&I) if it's only on the metered side. Mr. Rich said, "If only on the metered side, yes, absolutely."
 - Ms. Mettlen said the OJRSA is working on that but are still using the flow meters. She added the OJRSA is under a Consent Order right now and had to do a full CMOM (capacity, management, operation, and maintenance audit), and the requirements from the CMOM must be implemented (per the Consent Order).
 - Mr. Eleazer stated when the SCDES got involved in the OJRSA's enforcement process, they required the OJRSA to address and enforce its Sewer Use Regulation on the upstream users (satellite sewer systems) and are holding the OJRSA accountable.
 - Ms. Mettlen added that Mr. Daryll Parker of Willdan Financial is working on a Rate and Cost of Service Study (or financial analysis) for the OJRSA and is nearing completion. Once the analysis is complete, the committee will be provided with it for review. In addition, each entity will also be doing their own Rate and Cost of Service Study (or financial analysis). What the rate looks like in the future will have an impact on each entity, because they will have to own, operate, and maintain their own collection systems on top of what services they receive from the OJRSA.
- Modifying or eliminating the current agreements. Ms. Mettlen said part of the committee's homework is to review Mr. Flynn's document. She said she asked Mr. Flynn to provide the committee with the process, from a legal standpoint, of what it will take to reorganize under the same statute as ARJWS. In addition, if this doesn't happen, what would it look like to consolidate with, or enter into a cooperative agreement (operation and maintenance, or "O&M," relationship with consolidation down the road), to get out of being a joint water and sewer authority in South Carolina.
 - She added that if the OJRSA reorganizes, each entity must agree to get rid of the current agreements and draw up a new set of agreements and allow Oconee County a seat at the table. The current set of agreements has 17-1/2 years left on the current agreements, so if the OJRSA applies for an SRF (State Revolving Fund) loan, the longest they will finance is 17-1/2 years.
 - Mr. Willett asked who drafted the original agreement. Mr. Parris and Ms. Mettlen replied Mr. Lowell Ross [OJRSA attorney at the time]. Mr. Willett explained that

the agreement is very different from Anderson Regional Water's where each time they obtain debt, the life of the agreement, and therefore the life of the organization, is extended to the end of the debt period.

- Mr. Willett asked, being all three (3) entities must agree to modify or cancel an agreement, should one (1) of them want to exit the agreement, do all three (3) entities have to agree to that. Ms. Mettlen said yes. Ms. Brock said they have.

Mr. Rich asked if the OCSC still exists and, if so, is it a Special Purpose District (SPD). Ms. Mettlen and Mr. Eleazer replied there was a feasibility study done for the Commission to study if they could provide sewer and become an authority many years ago. Mr. Rich asked what statute the original OCSC was created under. Ms. Mettlen replied it was a department of Oconee County. Mr. Eleazer said the memo discusses the history [Mr. Flynn's memo provided to the committee]; however, the OCSC was started as an SPD prior to home rule, then became part of Oconee County in 1977 or 1978, and became the OJRSA in 2007. Mr. Rich asked what guidelines the OJRSA is under now. Ms. Mettlen answered the Joint Water and Sewer Authority Act of SC. Mr. Eleazer added that he believed this act was originally for drinking water but was amended for wastewater to be part of it.

Ms. Mettlen went on to state how convoluted and contradictory the agreements are and how it is hard to determine how the organization evolved and when Oconee County was part of it and when they weren't. She stated there really needs to be a new agreement.

Mr. Stilwell asked if it was typical for a county to be in the sewer business in South Carolina. Mr. Graham replied it was atypical, but there are a few (including Aiken and Pickens Counties). Mr. Stilwell discussed how having the county involved in sewer could exacerbate the problem. The governance follows the ability to finance. Mr. Willett replied he cannot see how wastewater growth in Oconee County can be planned without some entity willing to take up the non-municipal areas, because there will be areas outside the cities that aren't economically advantageous to add sewer, unless another district was created.

Mr. Rich added he worked for county government and understands how the counties feel about giving up control of that, and it adds another layer of bureaucracy where conflict happens between different departments about revenues. He believes there should be some other entity with fair representation that should represent those parts of the county.

Mr. Willett said the Oconee County study was for Fair Play and some unincorporated areas. In South Carolina, you can form a town, but you cannot raise any taxes or have any revenue (such is the case with Powdersville and Pelzer), and he doesn't know how you would grow wastewater in those areas.

Mr. Jones stated before figuring out who the governance is, you must figure out who you are going to serve. He asked who the OJRSA will be serving—the wastewater rate payers spread out through geographic region or the municipalities plus Oconee County? Ms. Mettlen replied the Master Plan sets up where sewer is more likely than not to go in the future (either infill within municipalities or where economically advantageous) and added that is why Ms. Amidon was part of both teams on both studies. Mr. Jones said it should be known if the OJRSA is serving Oconee County or the rate payers and added he feels it's better to serve the rate payers and put the governance in to serve them and take the middle out of it.

Mr. Rich asked if Oconee County is in the sewer business. Ms. Brock said yes, since 2015. Mr. Rich asked if the county owns any assets. Ms. Brock said 13 miles. The Sewer Authority owns Exits 1 and 2, but Oconee County owns down to the Golden Corner Commerce Park [from the OJRSA treatment plant].

There was some further discussion about the OCSC being an SPD and how Pioneer Rural Water operates around the Fair Play area but it is not an SPD (falls under a rural community water systems act); they can provide sewer collection but not treatment.

Mr. Eleazer spoke about the OJRSA revising its Sewer Use Regulation to define and come up with an acceptable level of I&I, and now all the cities are being held to the limit of I&I to some extent either by mandate or Consent Order, and now they must investigate it.

Mr. Stilwell asked what kind of condition the collection system is in; Mr. Eleazer replied the OJRSA is still trying to determine that as reports came in from the municipalities back in October, but there were gaps in the data that required feedback that the OJRSA is still waiting on. Mr. Stilwell asked who is under a Consent Order. Mr. Stilwell asked who is under the Consent Order; Mr. Eleazer replied Walhalla and Westminster also has active Orders [as issued by the State of South Carolina, not OJRSA].

Mr. Stilwell said that the questions he asked were meant to clarify whether this committee is being asked to make recommendations for keeping the systems operating and not for expanding the capacity. Ms. Mettlen replied that the committee is being asked to look at both: How do you keep the system operating? Do you expand capacity for economic development? If so, how do you do that? Ms. Mettlen asked Mr. Eleazer to provide the committee with the current rate structure and how impact fees are currently calculated. Ms. Mettlen said *status quo* is one part of it, but Oconee County and some of the municipalities are projecting economic development in areas, and the OJRSA needs to figure out how to fund that as well.

Mr. Stilwell said in his experience “economic development” is a bad word; the counties always want it, but if you say you are providing for future growth, the constituents say they don’t want growth. Mr. Rich replied that is happening everywhere. Mr. Eleazer stated that wastewater services are for community development and not economic development.

Mr. Eleazer told the committee that the OJRSA had a consultant investigate, a year-and-a-half ago, what the impact fees should be to expand the treatment plant with 25% added for the additional flow through the collection system. They came back with \$24.50 per gallon. Mr. Jones replied that this is not even halfway there with today’s costs. ReWa’s most recent study had \$50 per gallon for treatment capacity and did not include collection.

Mr. Bentley stated that he feels the committee needs to determine how to maintain what the OJRSA has but also provide a mechanism for growth which is currently hard for the OJRSA to get around.

Mr. Stilwell said the development needs to be determined and then the cost of it needs to be determined and how it will affect rate payers. Ms. Brock remarked that the taxpayers voted overwhelmingly to support sewer with taxpayer money and not just the rate increases with the referendum for sewer when the County gave away their sewer division [the OCSC]. Mr. Stilwell asked if the County had any retail users. Ms. Brock replied no; a 48-acre pad was just graded at Golden Corner [Commerce Park] and the 13 miles is a force main that cannot be accessed in order to maintain the integrity of the agricultural and farming communities in that area.

Mr. Willett understands the goal of wanting to control growth and current desires, but he believes it’s best to make regulations and organizational and governance structures that have the ability to last a lot longer. It is not known what will be wanted in 50 years (and there will be new people on the OJRSA board and in Oconee County at that time), but it is known what will be needed in five (5) years.

Mr. Willett asked how many members are on the board now; Ms. Mettlen answered nine (9). Then he asked how many members would make a perfect quorum. Mr. Graham replied 5-7, and Mr. Jones and Ms. Schneider agreed. Ms. Mettlen said five (5) is what was recommended in the

study. Mr. Willett asked how many users are on the system; Mr. Eleazer replied around 10,000 [connections, not population served]. There was some discussion about how many people should be on the board and where they would come from. Mr. Eleazer asked for the committee to hold off on this discussion until everyone reads Mr. Flynn's memorandum, as it addresses a lot of what is being spoken about today.

Mr. Stilwell stated he was approaching this backwards where he was starting over and then asking Mr. Flynn how do we get where we need to from here. Mr. Eleazer said the OJRSA has two paths: starting over or someone taking the organization over. Mr. Jones said *status quo* is not working but asked what the mechanism is from the organization staying there. Ms. Mettlen replied there really isn't one; Mr. Eleazer replied that the South Carolina Rural Infrastructure Authority (RIA), which is essentially the State of South Carolina, is expecting the OJRSA to do something. Ms. Mettlen stated that the OJRSA cannot get anything other than grant dollars; it cannot get an SRF loan and could only get bond issuance if all three (3) entities agreed.

Mr. Jones said that is all negative and asked if the entities are being offered a "carrot"; Mr. Eleazer replied that the financial help is the "carrot". Ms. Mettlen said there is no guaranteed financial help at this time. Mr. Jones stated that the state has a lot of money right now, but that is not guaranteed for the future. Ms. Mettlen said the willingness of the OJRSA to "move the needle" on this is a serious consideration, and there may be money set aside to pay for the actions resulting from future recommendations. Mr. Eleazer read two (2) sentences from an RIA document. As stated in the Program Accomplishments section:

- "The participating sewer systems include Oconee County, City of Seneca, City of Walhalla, City of Westminster, and Town of West Union."
- "The efforts to act on recommendations and reorganizational efforts outlined in this plan may be a consideration in evaluations of future funding requests for Oconee Joint Regional Sewer Authority and the participating systems."

Ms. Mettlen stated that some of the challenges in the study have been elevated to Ms. Bonnie Ammons of the RIA and others in Columbia. Ms. Mettlen said the concern is the long-term sustainability, as there is not enough grant money to sustain this organization.

Mr. Rich asked how the relationship is between Oconee County and the OJRSA currently. Mr. Parris and Ms. Brock both said the relationship has gotten better over time. Then it was asked how the relationship between the municipalities and the OJRSA is currently. Mr. Parris replied that there is a good working relationship.

Mr. Eleazer spoke about the municipalities being tasked to come up with a capital plan by January for maintaining their systems and providing for growth and will have to identify the funding for this. This is the report mentioned earlier in the meeting that was submitted in October, and the OJRSA gave the cities feedback on missing data. The OJRSA must do some operations and maintenance to get out from under the Consent Order, but under the 20-year Master Plan, just for the OJRSA (not including the municipalities) is \$300,000,000 with the bulk of this happening in the first ten (10) years. Ms. Amidon added that this Master Plan was created after a public survey and sitting down with the planning entities for each individual municipality and Oconee County.

The committee paused the meeting for a lunch break at 12:29 p.m.

The meeting resumed at 12:51 p.m.

E. Committee Action Items

- **Actions on Items Discussed in Executive Session, If Any** – None (no executive session).

- **Determine Date or Schedule for Upcoming Committee Meetings** – After some discussion, the committee decided to schedule all meetings for the 2nd Thursday of each month at 9:00 a.m. through June 2025. The next scheduled meeting will be January 9, 2025 at 9:00 a.m.

Ms. Brock stated she had a couple conflicts with the upcoming meetings and asked if the committee would allow someone from Oconee County to attend the meetings in her place or could she get a copy of the recording. Mr. Jones asked if the committee just wants to make a rule to allow a non-voting proxy to attend the meetings in place of members who may not be able to attend. All members agreed on this.

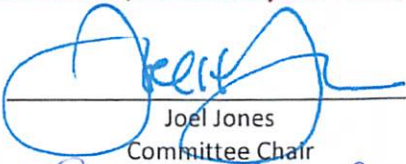
Ms. Brock made a motion, seconded by Ms. Myers, to schedule the Ad Hoc Committee meetings for the second Thursday of each month at 9:00 a.m. through June 2025 with the next meeting being held on January 9, 2025. The motion carried.

F. Upcoming OJRSA Meetings

- **Finance & Administration Committee** – Tuesday, December 17, 2024 at 9:00 a.m.
- **Operations & Planning Committee** – Wednesday, December 18, 2024 at 8:30 a.m.
- **Board of Commissioners** – Monday, January 6, 2025 at 4:00 p.m. *Location to be determined.*
- **Annual Members' Meeting** – Monday, January 6, 2025 at 5:00 p.m. *To be held at same location as Board of Commissioners Meeting.*
- **Sewer Feasibility Implementation Ad Hoc Committee** – *To be determined during today's Ad Hoc Committee meeting.* (Scheduled for Thursday, January 9, 2025 at 9:00 a.m.)
- **Ad Hoc Committee Presentation to OJRSA Board of Commissioners and Oconee County** – *Likely in May 2025*

G. Adjourn - The meeting adjourned at 1:11 p.m.

Ms. Brock made a motion, seconded by Mr. Parris, to adjourn the meeting. The motion carried.

Approved By: 
Joel Jones
Committee Chair

Date Approved: 1/13/25

Approved By: 
Lynn M. Stephens
OJRSA Secretary/Treasurer

Notification of the meeting was distributed on November 26, 2024 to *Upstate Today*, *Anderson Independent-Mail*, *Westminster News*, *Keowee Courier*, WGOG Radio, WSNW Radio, City of Seneca Council, City of Walhalla Council, City of Westminster Council, Oconee County Council, SC DHEC, www.ojrsa.org, and posted at the OJRSA Administration Building.



Ad Hoc Sewer Feasibility Implementation Committee

OJRSA Operations & Administration Building

Lamar Bailes Board Room

December 2, 2024 at 11:00 a.m.

This Committee was established by the OJRSA Board of Commissioners at its November 4, 2024 meeting to consider recommendations and report to the OJRSA Board and Oconee County as identified in the [Regional Feasibility Planning Study](#) as adopted by the OJRSA on September 9, 2024. The Committee can neither create policy nor make decisions on behalf of the OJRSA or other wastewater service providers within the area.

See the study at www.ojrsa.org/info for more information.

Agenda

- A. **Call to Order** – Chip Bentley, Facilitator
- B. **Introductions** – Led by Chip Bentley, Facilitator
- C. **Establishment of Committee Rules** – Chip Bentley, Facilitator
- D. **Executive Session** *NOTE: Committee may act on matters discussed in executive session upon returning to open session*
 - Discussion of contractual matters regarding regional sewer feasibility implementation [*Executive Session permissible under SC Law 30-4-70(a)(2), which states: Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim.*]
- E. **Committee Action Items**
 - Actions on items discussed in executive session, if any – Chip Bentley, Facilitator
 - Determine date or schedule for upcoming committee meetings – Chip Bentley, Facilitator
- F. **Upcoming OJRSA Meetings** *All meetings to be held in the Lamar Bailes Board Room unless noted otherwise.*
 - Finance & Administration Committee – December 17, 2024 at 9:00 a.m.
 - Operations & Planning Committee – December 18, 2024 at 8:30 a.m.
 - Board of Commissioners – January 6, 2025 at 4:00 p.m. *Location to be determined*
 - Annual Members' Meeting – January 6, 2025 at 5:00 p.m. *To be held at same location as Board of Commissioners Meeting*
 - Sewer Feasibility Implementation Ad Hoc Committee – *To be determined during today's Ad Hoc Committee meeting*
 - Ad Hoc Committee Presentation to OJRSA Board of Commissioners and Oconee County – *Likely in [May 2025](#)*
- G. **Adjourn**



FIC Meeting

Meeting Sign-in Sheet

Date: 12/2/24 Time: 11am Location: WWTP Board Room

NAME (Print)	POSITION/TITLE	ORGANIZATION
Joel Jones		ReWa
Scott Willers		Anderson Regional Water
Sue G Schneider		
Scott Paris	Utilities Director	City of Westminster
Angie Metten	VP	WKD
Rivers Stilwell	AHy	Maynard
Scott Mylan		City of Seneca
Erlynn Fick		City of Seneca
DICK MANGRUM	Reporter	WGO
Katherine Amidon	Environmental Planner	Boston & Mark
Amanda Powell	Administrator	Oconee County
Celia B Myers	administrator	City of Walhalla
Chip Bentley		ACOG



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PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

MEMORANDUM

To: Oconee Joint Regional Sewer Authority, South Carolina

From: Pope Flynn, LLC

Re: Options for Future Reorganization; Next Steps

Date: November 26, 2024

I. Background

Based on funding from the South Carolina Rural Infrastructure Authority, Oconee Joint Regional Sewer Authority, South Carolina (the “*Authority*” or “*Joint Authority*”) engaged a team comprised of W.K. Dickson & Co., Inc., Willdan Financial Services, and Bolton & Menk, Inc. (the “*Consultant Team*”) to prepare a regional feasibility planning study, which was formally adopted by the Commission (as defined below) on September 9, 2024 (the “*Study*”). The purpose of the Study was to determine long-term sewer service options within Oconee County, South Carolina (the “*County*”). Contemporaneously with the Study, the Joint Authority also undertook its “Oconee County and Western Anderson County Sewer Master Plan” (the “*Master Plan*”). Major infrastructure recommendations in the Master Plan include: developing plans to expand the Coneross Creek Wastewater Reclamation Facility (the “*Coneross WRF*”); updating the regulatory checkbook to gain permitted capacity at Coneross WRF; reducing pump station infrastructure and wastewater travel time; and working with Members (as defined below) to improve collection infrastructure.

The Joint Authority is a body politic and corporate, and a joint authority sewer system organized under Title 6, Chapter 25 of the Code of Laws of South Carolina 1976, as amended (the “*Joint Authority Act*”). The Authority was created in 2007 under the provisions of the Joint Authority Act by its three member-municipalities (collectively, the “*Members*”)¹: the City of Seneca, South Carolina (“*Seneca*”), the City of Walhalla, South Carolina (“*Walhalla*”), and the City of Westminster, South Carolina (“*Westminster*”). The Authority, by application to the South Carolina Secretary of State dated December 14, 2007, submitted the required information necessary to obtain the corporate certificate and incorporate. The Secretary of State issued a certificate of incorporation on December 19, 2007, which has not been amended.

¹ For purposes of the reconstituted Joint Authority, such term would also include the County once or if it is added as Member.

The relationship between the Joint Authority and the Members is governed by the provisions of an agreement entitled “Inter-Municipal Agreement and Joint Resolution Creating a Joint Authority Water and Sewer System . . . Pursuant to Chapter 25, Title 6, South Carolina Code of Laws as Amended by Act No. 59, South Carolina Acts and Joint Resolutions, Effective June 6, 2007, and Assignment of Rights, Privileges, Duties and Obligations Previously Agreed to by the Parties, and Agreement of the Authority to Provide Sewer Services,” by and among the Members, and filed in the offices of the Clerk of Court of Oconee County as of October 31, 2007 (the “*Authority Agreement*”). The Authority is governed by a commission consisting of nine commissioners (the “*Authority Commission*” or “*Commission*”).

The Authority is, in effect, a successor to the Oconee County Sewer Commission (the “*Sewer Commission*”). The Sewer Commission was established by the County through Ordinance No. 78-2, enacted on February 28, 1978 (the “*Sewer Commission Ordinance*”). The Sewer Commission Ordinance established the composition of the nine-member Sewer Commission and allowed Seneca to designate three members, Walhalla to designate two members, Westminster to designate two members, and the County to designate the remaining two members.

There are numerous agreements and memoranda of understanding among the Sewer Commission, the County, and the Members of the Joint Authority (including the Town of West Union, South Carolina). Several of these agreements are incorporated by reference into the Authority Agreement in numerous provisions, both in general terms and with respect to specific matters² (collectively, the “*Incorporated Agreements*”): namely, an Intergovernmental Agreement dated April 18, 2006; an Intergovernmental Agreement (SWAG) dated February 28, 2005; a Memorandum of Understanding dated March 10, 2004; a Memorandum of Understanding dated February 24, 2005; and an Intergovernmental Agreement dated April 18, 2006. In addition to various obligations and commitments concerning the use of the Sewer Commission’s facilities and services, the Incorporated Agreements contain some provisions concerning the composition of the Sewer Commission and circumstances under which its composition may change over time.

II. Summary of Findings and Recommendations from Study

The Study identified three options for the future: (1) do nothing and maintain the *status quo*; (2) complete revision of Authority governance documents, requiring a reconstitution of the Joint Authority; and (3) consolidation with a regional provider. The Study strongly suggests that option (1) is not viable. Accordingly, this memorandum will focus on options (2) and (3).

III. Option 2 – Complete Revision of Authority Governance Documents

1. Recommendations

To implement Option 2, the Study recommends the following changes related to governance:

² See Authority Agreement, Preamble at 15; *Id.*, Article 11, §(e); *Id.*, Article 13, §(a); *Id.*, Article 15, §§(a) and (b).

- (1) Adding the County as a Member;
- (2) A five-member Commission, including at least one representative from: the County, Seneca, Walhalla, and Westminster. The method of appointment of fifth member is to be determined;
- (3) Per capita voting as a rule, with weighted voting for debt matters only;
- (4) Establish parameters for debt, including preapproval for financing of certain scopes of work, and clear mechanisms for member approval of other debt;
- (5) Establish clear parameters and mechanisms for the addition of new members;
- (6) Establish power for the Authority to provide retail sewer service;
- (7) Establish an equitable rate structure;
- (8) Establish how growth will be funded; and
- (9) Establish a new operating agreement (with a minimum term of 40 years).

2. *Recommended Actions*

In order to implement the recommendations in the Study, we recommend amending and reconstituting the Joint Authority, and starting over with entirely new documents from beginning to end.³ This additionally includes rescission all of the Incorporated Agreements. To the extent there are additional counterparties to the Incorporated Agreements, other than the Members (such as the City of West Union), termination of, or substantial amendments to, such agreements will also be necessary.⁴

Reconstitution may be accomplished through a single ordinance of each Member (including the County, who is recommended for addition in the Study) and should be done *only* after all parties have come to a mutual understanding of the desired scope of the Joint Authority's capital improvement plan and its cost.⁵ Once those matters are known with a high-level of certainty, we would recommend each of the Members enact an ordinance that:

- authorizes imposition of new incorporation documents;
- authorizes a governance agreement among the Members as to how many commissioners (referred to herein as a "**Commissioner**" or "**commissioner**") each Member shall be entitled to appoint, and includes proposed bylaws (the "**Governance Agreement**"); and
- authorizes a new agreement regarding capacity, operations, and financial matters between the Joint Authority and its Members (the "**Operating Agreement**").

³ In lieu of amendment and reconstitution, the Joint Authority could be administratively dissolved and created from scratch under the Joint Authority Act. While the practical effect of this approach is the same, the amendment and reconstitution process likely avoids the onerous task of transferring or conveying the various sewer system assets to the newly created entity.

⁴ Dissolution would also necessitate the rescission of the Incorporated Agreements, and the consent or approval of counterparties other than the Members.

⁵ This should correspond to the various Capital Improvement Plans prepared by each Member, and the follow-on financial model and cost of service study contemplated under and recommended under the "Next Steps" provisions of the Study.

i. Amended Incorporation Documents

Amended incorporation documents should be drafted (i) to provide for any changes in membership, and (ii) to remove any incorporation restrictions. Restrictions, if any, should be addressed in the Governance Agreement or in the Operating Agreement. Including restrictions in the incorporation documents when the same subject matter is addressed by either the Governance Agreement or the Operating Agreement may recreate the inconsistencies and circuitous references prevalent in the current documents.

To amend and replace the current incorporation documents, all commissioners should execute and file an amendment to the incorporation documents with the South Carolina Secretary of State that specifies or includes: (1) the names of all proposed members of the reconstituted Commission; (2) a certified copy of each proposed Member's ordinance determining it is in the entity's best interest to participate in or join, as applicable, the reconstituted Joint Authority; (3) a certified copy of the ordinance or resolution of each entity appointing that Member's commissioners; (4) a statement that the proposed Members desire that the Joint Authority continue to be organized as a public body corporate and politic under the Joint Authority Act; (5) confirmation of the name of the Joint Authority; and (6) revision to the purpose for the creation of the Joint Authority that conform to the scope of the Joint Authority Act. The Secretary of State will then review the proposed amendment and issue an amended corporate certificate with the names of all voting members, the name of the Joint Authority, and the purpose of the Joint Authority.

ii. Reconstitute Commission Composition

The Study found that the membership and voting process for the Commission should be revised to achieve its mission. New participants could provide financial resources and insight into future sewer demand, and revisions to the voting procedure and membership qualifications could better align the Commissioners with the purpose of the Joint Authority and improve governance.

The Study found that the County should join the Joint Authority because "they are the one . . . stakeholder with the most ability from a financial perspective to generate significant revenues from multiple sources that could be used for sewer . . .", and it has control over land use planning and economic development in the unincorporated areas of the County, which are "two . . . of the primary drivers of the need for expanding sewer."⁶

The Study also cited feedback from stakeholders indicating that "having multiple representatives and the majority of those being either elected officials or employees of the municipality was recognized to present challenges for the good of the whole"⁷ due to conflicting

⁶ Study, p. 60.

⁷ Study, p. 60.

duties of officials or employees as between the Member they represent and the Joint Authority they are charged with governing as a Commissioner.⁸

The Study proposes a new five-member Commission with designated representatives from each of the Members:⁹ the County, Seneca, Walhalla and Westminster. The Study does not identify the fifth Commissioner, but contemplates appointment by the County or the Oconee County legislative delegation. A delegation appointment is not practicable because the Joint Authority Act specifically contemplates that only the Members, acting through their respective governing bodies, can appoint Commissioners. As a result, thoughtful consideration should be given to the fifth Commissioner and their method of appointment. If the City of West Union were added as a Member, then they could be given a Commission appointment. However, the Study also notes that they are small, financially disadvantaged and generally not recommended for inclusion. As a result, the best option is likely granting the appointment authority for the fifth Commissioner to the County, with particular requirements or conditions in the Governance Agreement as to qualifications for such Commissioner.

In addition to the structure and composition of the Commission, there are a number of considerations around the qualifications, and certain restrictions South Carolina law imposes on Commissioners, as follows:

- The office of a Commissioner is created under Section 6-25-60 of the Joint Authority Act.¹⁰ Under Article XVII, Section 1 of the Constitution of the State of South Carolina, 1985, as amended, “[n]o person shall be elected or appointed to any office in this State unless he possess the qualifications of an elector.”¹¹ An elector must be resident within the jurisdiction from which he is appointed and registered to vote therein.¹² Accordingly, it is clear that a Commissioner must be resident of and registered to vote within the boundaries of the Member appointing him.¹³
- The South Carolina Attorney General has similarly opined that because the office of a Commissioner is a public office for constitutional purposes, the prohibition on dual office-holding applies.¹⁴ There is some thought that an elected or appointed official

⁸ An analysis or determination of whether the Commissioners are fiduciaries to the Commission is beyond the scope of this memorandum. However, the Joint Authority Act does contemplate that each Commissioner shall undertake an oath to “execute the duties of his office faithfully and impartially....”

⁹ The Joint Authority Act requires a minimum of five members.

¹⁰ S.C. Code Ann. § 6-25-60.

¹¹ S.C. Const. art. XVII, § 1.

¹² 2022 WL 3279345, at *4 (S.C.A.G. Aug. 2, 2022) (“our Supreme Court interpreted article XVII, section 1 to imply a residency requirement even when one is not specified by the Legislature”).

¹³ § 6-25-60(A) also states that “[a] commissioner serves at the pleasure of the governing body by which he was appointed.” While we are unaware of any challenge to this provision, the discretionary nature of such provision is troubling in light of Article VI, Section 1 of the South Carolina Constitution 1895, as amended. Article VI, Section of the Constitution provides that “the terms of all officers must be for some specified period” As a result, there may be a constitutionality question as to the discretionary terms of Commissioners under § 6-25-60(A).

¹⁴ 2002 WL 31341804, at *2 (S.C.A.G. Aug. 19, 2002) (“Unquestionably, a member of the Commission [under the Joint Authority Act] holds an office for dual office holding purpose.” “In this instance, presuming the person is elected to county council, he would vacate the office of member of the Joint Water and Sewer Commission upon assuming

from a Member may serve *ex officio* based on the elected office held at the Member.¹⁵ However, in a 2002 opinion, the South Carolina Attorney General opined that this was improper because “[t]here is no *ex officio* correlation between those two positions.”¹⁶ The law recognizes an “*ex officio*” or “incidental duties” exception where “there is a constitutional nexus in terms of power and responsibilities between the first office and the ‘*ex officio*’ office.”¹⁷ Said another way, a Commissioner can serve if the office from which the appointment springs if the underlying office is properly characterized as incidental to service on the Commission.

- We note that the Supreme Court has found that the provision of water and sewer service is a key “governmental function.”¹⁸ And the legislative findings in the Joint Authority Act explicitly provide that “the creation of a joint system is an alternative method whereby a [Member] may obtain the benefits and assume the responsibilities of ownership in a project.”¹⁹ We think it is arguable that service on the Commission is incidental to the duties of a Mayor (if under the strong-mayor form of government) or City Manager.²⁰

- Additionally, the Joint Authority Act previously provided that the Commission representative “may be an officer or employee of the member and may also serve *ex officio* as a member of the Commission.” However, the Joint Authority Act was amended in 2007 (Act No. 59 of 2007), and this provision was deleted. Such amendment creates further questions regarding the legality or propriety officers or employees of any Member serving as a Commissioner.

In light of foregoing, and the conflicting roles/duties of the existing Commissioners noted in the Study, we strongly recommend that any new Commissioners be a resident of the appointing Member and not be officers (Mayor or council members) or employees of the Member. Each Member should select a Commissioner meeting the qualifications of an elector for that Member that does not already hold a public office or serve as an employee of the Member. Instead, Members should look to appoint unaffiliated electors that will serve faithfully and impartially, acting in the best interest of the Commission.

the office of Council member”). But see, 2022 WL 17541133, at *4 (S.C.A.G. Nov. 22, 2022)(Based on an analysis of the factors delineated in *State v. Crenshaw*, 274 S.C 475, 266 S.E.2d 61 (1980) to determine whether a position constitutes an office, the Attorney General overruled a prior opinion (see 1985 WL 165972 Jan. 4, 1985) and determined that “the Darlington City Manager does not hold an office for purposes of dual office holding”).

¹⁵ It is noted that the current Commission includes a number of members who also serve as elected representatives of their cities.

¹⁶ *Id.*

¹⁷ *S.C. Pub. Int. Found. v. S.C. Transp. Infrastructure Bank*, 403 S.C. 640, 646, 744 S.E.2d 521, 524 (2013).

¹⁸ *City of Beaufort v. Beaufort-Jasper Cnty. Water & Sewer Auth.*, 325 S.C. 174, 180, 480 S.E.2d 728, 731 (1997)

¹⁹ S.C. Code Ann. § 6-25-128.

²⁰ 2022 WL 17541133, at *4 (Utilization of *Crenshaw* factors to determine whether an official is exercising sovereign powers of the State).

iii. Voting Procedure

The Study recommends “that for matters not related to debt, each [Commissioner] would receive one vote, with all votes being equal.”²¹ The Study further recommends that for matters related to debt, the new [Governance Agreement] must determine the most equitable manner in which to apportion votes. It is recommended that this be based on something such as the proportionate flow of each stakeholder to the Coneross WRF, a fixed capacity allocation, or an annual process of determining an equitable allocation for specific votes.”²²

The Joint Authority Act provides that “[a] commissioner has one vote and may have additional votes as a majority of the members of the joint system determines,”²³ except that with regard to the election of chairman, vice-chairman, secretary, and treasurer of the Commission, each Commissioner shall have one vote.²⁴ The Joint Authority Act also provides that the Joint Authority cannot undertake a project for which bonds will be issued without the approval of a favorable vote of two-thirds of all Commissioners following unanimous approval of the governing bodies of all Members. Practically speaking, this means the Operating Agreement, which should include preauthorization of borrowing for the near-term capital plan and the maintenance of the system, must be approved by two-thirds of all Commissioners. The approval of the bond resolution, the provisions of which actually implement the borrowing plans, may be subject to a different threshold (including weighted voting as discussed below) at or in excess of a majority of a quorum.

The Joint Authority Act provides that each Commissioner may receive “additional votes as a majority of the members of the joint system determines.” While the Study contemplates weighted voting for debt issuances, additional consideration should also be given to weighted voting for other financial matters (rates and charges), amendments to the Bylaws or other governing matters. Options can be drawn from other joint authorities, which include weighted voting options based on capacity,²⁵ flow,²⁶ or customer count,²⁷ or the Joint Authority can determine its own weighting metrics. The decision whether to utilize weighted voting, how/when to utilize weighted voting and the methodology for weighted voting should be discussed by the ad hoc committee (as contemplated in the study), and if determined for use, should be memorialized in the Governance Agreement and bylaws.

²¹ Study at 78.

²² Study at 79.

²³ S.C. Code Ann. § 6-25-60(A).

²⁴ S.C. Code Ann § 6-25-60(B).

²⁵ Anderson Regional Joint Water System.

²⁶ Pickens Regional Joint Water System; Piedmont Municipal Power Agency (using a hybrid option with a fixed amount of voting shares, plus additional shares based upon a proportionate share of base billing demand).

²⁷ Lowcountry Regional Water System.

iv. Rescind and Replace All Prior Agreements

The Study noted that the Authority Agreement and the Incorporated Agreements impede action and that “inaction is not an option.”²⁸ This is because sewer service in the County is at a point where inaction “will ultimately result in negative impacts to the things that all county citizens prioritize – quality of life and protection of abundant and natural resources.”²⁹

A new Operating Agreement that says the same thing as the existing Authority Agreement and the Incorporated Agreements will not serve the Joint Authority well in the future. Our firm regularly works with several other joint authorities created under the Joint Authority Act and there are key provisions in each of their respective operating agreements that allow for their operational success and ability to access the bond market. As mentioned above, we think the best way to do this is through an omnibus ordinance by each Member that approves a new Operating Agreement and rescinds all prior agreements. The new Operating Agreement should provide for the following:

- a defined “Project,” which may be expansive or limited in scope, for which the Members can preauthorize the issuance of debt to construct and to provide for capital maintenance and regulatory compliance, and to extend the useful life of the Project
- the method or methodology for determining the apportionment of operating costs (usually on the basis of relative flows) and capital costs (usually on the basis of capacity)³⁰
- define the components of each Member’s monthly payment, which should include (at minimum) the following components of Member charges along with clear methodologies for calculating and apportioning them:
 - capital charge
 - operation and maintenance charge
 - depreciation charge
 - debt service charge
- define the payment obligation of the Members as “absolute and unconditional” and provide for a “step-up” provision providing for Members to jointly and severally stand-behind any debt obligation
- provide for capacity allocation, including adjustments and transfers

²⁸ Study at 77. Additionally, in its most recent monitoring report dated October 1, 2024, RIA informed OJRSA that “[t]he efforts to act on the recommendations and reorganization efforts outlined in th[e] [P]lan may be a consideration in evaluation for future funding requests for Oconee Joint Regional Sewer Authority and the participating systems” (Emphasis added).

²⁹ *Id.*

³⁰ This is something that should be reviewed and considered in the “Financial/Rate Cost of Service Study” as recommended in the “Next Steps” section of the Study at 84.

- provide a defined mechanism for all or a portion of the Members to finance additional capacity and expansion apart from the initial pre-authorized “Project”
- provide that each Member include sewer charges on water bills
- ensure that Members’ individual revenue bond obligations are structured on a net revenue (as opposed to a gross revenue) basis, whereupon payment obligations to the Joint Authority are prioritized
- determine whether collection infrastructure will be owned, operated or maintained by the Joint Authority
- mandated compliance and associated penalties for failure to comply with Joint Authority’s sewer use policy

IV. Option 3 – Consolidation with an Existing Entity

Consolidation with an existing entity trades self-determination for financial relief. This trade-off may be worth it in the short to medium term, but aside from an initial agreement specifying certain near-term activities, the Members would have no say in policy matters regarding who is served in the future.³¹ This option abdicates responsibility for sewer in the County. Given the condition of the various systems this may appear attractive, but rehabilitation and expansion costs will be paid by the ratepayers at the end of the day.

Further, a review of consolidation options requires a fact-specific analysis. The process for consolidation of the Joint Authority into a municipality versus a special purpose district is very different. The practical considerations of any consolidation option should be analyzed once and if a consolidation candidate is identified.³²

V. Conclusion

While the above covers a great deal of ground, the pieces will fall into place if the Members can determine:

- the composition of the Commission
- weighted voting
- the scope and cost of the pre-authorized capital plan
- an acceptable rate structure and methodology

If these matters can be determined with adequate definition, we would then propose that the Joint Authority and each Member adopt a resolution and ordinances, respectively, reincorporating the Joint Authority, reconstituting the Commission, and rescinding and replacing all existing

³¹ This is according to State law.

³² Such arrangement would require a separate memorandum to identify and describe the consolidation process.

Agreements. From our perspective those actions are straightforward once the Members determine the matters set forth above.

In the absence of such determinations, or a failure by some or all of the Members to act, options for the potential consolidation of the Joint System should be considered and candidates for such consolidation should be reviewed, vetted and stress-tested.



OCONEE JOINT REGIONAL SEWER AUTHORITY

Finance & Administration Committee

December 17, 2024

The Finance & Administration Committee meeting was held at the Coneross Creek Wastewater Treatment Plant.

Commissioners that were present:

- Seat 5 (Walhalla): Celia Myers, Chair
- Seat 2 (Seneca): Scott Moulder
- Seat 4 (Seneca At-Large): Marty McKee
- Seat 8 (Westminster): Kevin Bronson

Commissioners that were not present:

- None. All Commissioners were in attendance.

OJRSA appointments and staff present were:

- Lynn Stephens, Secretary/Treasurer to the Board and Office Manager
- Chris Eleazer, Executive Director

Others present were:

- None

A) Call to Order - Ms. Myers called the meeting to order at 9:02 a.m.

B) Public Session – None.

C) Presentation and Discussion Items:

- **Update on Current Projects (Exhibit A)** – Mr. Eleazer distributed the updated projects list. He reported that the engineer for the Sewer South Phase II project sent information to SC Department of Environmental Services (SCDES, formerly SCDHEC) with the Permit to Operate request. Mr. Eleazer does not know if SCDES will issue the permit or require additional information.

D) Committee Action Items:

1. Review October and Year-to-Date Financial Reports (Exhibit B)

Mr. Bronson made a motion, seconded by Mr. Moulder, to approve the October 2024 Financial Reports. The motion carried.

2. Review November Year-to-Date Financial Reports (To Be Provided at Meeting) – Ms. Stephens reported that the financial report is not being presented at the meeting today, as there is a discrepancy in the Publiq accounting software in the amount of \$84.60 during the month of November. Ms. Stephens stated she went through seven (7) different Publiq reports and has looked over all her payments and deposits and cannot locate it. She stated the only thing done differently in the month of November was making journal entries for the recently completed Fiscal Year 2024 audit and then closing out Fiscal Year 2024 (which couldn't be done prior to making the adjustments), and she stated she is not sure if something happened in that process.

She added that she reported this to both the outside accountant's (Susan Stamey) office and Mr. Jason White (OJRSA's auditing accountant) to ask for any suggestions in finding this as well as

contacting Publiq support (which she has not heard back from yet). Ms. Stephens said she hoped to have this fixed in time to present the report at the January 2025 board meeting.

E) Action Items to Recommend to the Board:

- 1. Approve 2025 OJRSA Board and Committee Meeting Schedule (Exhibit C)** – The Director distributed the calendar year 2025 committee meeting schedule and said that this normally would've been on the agenda for the December Board meeting, but there was no meeting. It is being presented today for recommendation to the board for approval in January.

Mr. Moulder made a motion, seconded by Mr. McKee, to recommend the calendar year 2025 committee meeting schedule for approval to the full board. The motion carried.

- 2. Approve Extension Through March 31, 2025 to Continue Acceptance of Hauled Portable Toilet Waste from Outside the Area to Assist with Tropical Storm Helene Recovery Efforts** – Mr. Eleazer reported that the 90-day exemption (that was put in place back in October 2024) for receiving hauled waste from outside the area due to storm recovery efforts will end at the end of this month, and he is requesting an extension through the end of March 2025. The Director stated that he is not aware of the OJRSA receiving any out-of-area waste so far, but this keeps it open while recovery efforts are still going on.

Mr. Eleazer stated he is hopeful that this will be permanently included in the revised Sewer Use Regulation (SUR) which is currently in the review process with SCDES by the end of March 2025. He added he reached out to SCDES yesterday for an update on the review but has not heard back yet.

Mr. Bronson made a motion, seconded by Mr. Moulder, to approve an extension through March 31, 2025 for acceptance of portable toilet waste for recovery efforts. The motion carried.

F) Executive Director's Report and Discussion:

- Miscellaneous (If Any):**

Annual Members' Meeting – Board members were polled by email about providing a meal at the Annual Members' Meeting, and the recommendation was not to have the meal. The majority of commissioners said no (or that it didn't matter either way) and only a few that said yes. The meeting will be held at the Westminster Depot.

The Director thanked Mr. Bronson for lining up the venue. He asked for the committee to reach out to their councils to let them know there will be no meal and stated he hopes this doesn't affect turnout.

FOG Trap Enforcement Suspension - A deadline was placed on the exemption for accepting hauled waste outside of Oconee County due to the storm, but this was not applied when the board decided to suspend enforcement of the SUR regarding the maintenance of the FOG traps. It is still out there as a recommendation that owners maintain the traps in accordance with what the SUR requires, but it is not being enforced based on the July 2024 board meeting.

This has been addressed in the proposed SUR change that is currently being reviewed by SCDES, but the OJRSA does not know when that will be approved by them, and then it will have to be on public notice for 30 days before approval by the board for adoption. Mr. Eleazer asked if this should be added as an agenda item for the January 2025 board meeting to set a date on the suspension.

Mr. Bronson asked if this was incorporated into the new SUR. Mr. Eleazer replied that the SUR currently states the traps must be maintained on a weekly basis and the OJRSA may approve modifying the schedule, but never longer than 2 weeks; however, this isn't being enforced right now. The proposed change will state that they will be maintained on the frequency for the proper function of the trap, with a cleaning frequency established by the OJRSA on a case-by-case basis using the 25% rule (defined by regulation), or if there are solids or other prohibited matter passing through the device, with cleaning not exceeding twenty-one (21) calendar days.

Mr. Bronson asked Mr. Eleazer if he didn't just want to wait for SCDES to approve the new SUR and the OJRSA to adopt it. Mr. Eleazer replied that he wanted to make sure all were okay with, and

realize, that the OJRSA is currently not enforcing one regulation out there that was approved by the state.

Mr. Bronson said that the new regulation would resume the enforcement of the traps and asked what the harm would be while waiting for the new regulation to be adopted. Mr. Eleazer replied there was no harm but that there was a deadline put on the other item for the hauled waste. Mr. Bronson said he was comfortable waiting on the process for the new SUR. Mr. Eleazer stated he was fine with that.

Mr. Bronson said when the new policy is brought forward, the OJRSA may want to communicate that the temporary moratorium on enforcement will end when the policy is adopted. Mr. Moulder made a comment about it being a small number of businesses that this applies to as most are complying with the regulations. Ms. Myers expressed that being this is going to a case-by-case situation, if it is put out there that the OJRSA is going to start enforcing again prior to adoption, it could lead to another situation with business owners such as what happened in July. Ms. Myers added that some of the businesses are working on complying with the regulations, and this is giving them a little extra time to get there.

Mr. Bronson suggested that when this goes out for public comment, that the OJRSA send a communication to the affected businesses to let them know there is a new policy being considered to avoid future communication issues with the business owners.

Regional Feasibility Implementation and Cities' Corrective Action Plans – The Capital Improvement Plan had to be developed by December 6, 2024. Although the OJRSA received this from everyone, there were some additional routine items that needed to be included on it (such as how the cities will fund locating inflow & infiltration (I&I) and how they will go about finding the I&I); a request for this information was sent out to the Member Cities by email. This has to do with putting together the rate and cost-of-service study that will be done by the OJRSA and the satellite sewer systems.

In addition, Ms. Allison McCullough (OJRSA Regulatory Services Coordinator) found a bulk of questions that must be submitted in January.

Mr. Eleazer showed the committee a spreadsheet that he created that takes the 20-year Master Plan plus accounting for work and rehab for what is not found yet. He told the committee they could look over this spreadsheet after the meeting if they want to.

The Director added that Daryl at Willdan requested a priority schedule be included so that if rates are not what the board wants, the scope can be cut back.

G) Committee Members' Discussion – Mr. Bronson asked that it be conveyed to the ad hoc Committee to make all their meetings public and use Executive Session sparingly, as it would be good to have a record with the minutes if the OJRSA was questioned later about it. Ms. Myers said she attended the meeting, and the committee chose not to go into Executive Session and has already decided not to use Executive Session unless necessary. Mr. Eleazer replied that some committee members said they felt it will not be comfortable to talk about everything publicly and may deter open communication. Mr. Eleazer added that Mr. Lawrence Flynn will be attending the January ad hoc meeting to discuss his memorandum.

H) Upcoming Meetings:

1. **Board of Commissioners** – Monday, January 6, 2025 at 4:00 p.m. *(to be located at Westminster Depot)*
2. **Annual Members'** – Monday January 6, 2025 at 5:00 p.m. *(to be located at Westminster Depot)*
3. **Operations & Planning Committee** – Wednesday, January 15, 2025 at 8:30 a.m.
4. **Finance & Administration Committee** – Tuesday, January 28, 2025 at 9:00 a.m.

I) Adjourn – The meeting adjourned at 9:35 a.m.

Notification of the meeting was distributed on December 6, 2024 to *Upstate Today*, *Anderson Independent-Mail*, *Westminster News*, *Keowee Courier*, WGOG Radio, WSNW Radio, City of Seneca Council, City of Walhalla Council, City of Westminster Council, Oconee County Council, SC DHEC, www.ojrsa.org, and posted at the OJRSA Administration Building.



Finance & Administration Committee Meeting

OJRSA Operations & Administration Building
623 Return Church Road, Seneca, South Carolina 29678
Lamar Bailes Board Room
December 17, 2024 at 9:00 a.m.

OJRSA commission and committee meetings may be attended in person at the address listed above. The OJRSA will also broadcast meetings live on its YouTube channel at www.youtube.com/@OconeeJRSA (if there is a technical issue preventing the livestreaming of the meeting, then a recording will be published on the channel as soon as possible). For those not able to attend in person, then the OJRSA Board or Committee Chair will accept public comments by mail (623 Return Church Rd, Seneca, SC 29678) or at info@ojrsa.org. Comments must comply with the public session instructions as stated on the meeting agenda and will be received up until one hour prior to the scheduled meeting. If there is not a public session scheduled for a meeting, then comments shall not be accepted.

Agenda

- A. Call to Order** – Celia Myers, Committee Chair
- B. Public Session** – Receive comments relating to topics on this agenda. Session is limited to a maximum of 30 minutes with no more than 5 minutes per speaker.
- C. Presentation and Discussion Items** *[May include vote and/or action on matters brought up for discussion]*
- Update on current projects (Exhibit A) – Chris Eleazer, Director
- D. Committee Action Items**
1. Review October and Year-to-Date Financial Reports (Exhibit B) – Chris Eleazer, Director and Lynn Stephens, OJRSA Secretary/Treasurer and Office Manager
 2. Review November and Year-to-Date Financial Reports (to be provided at meeting) – Chris Eleazer, Director and Lynn Stephens, OJRSA Secretary/Treasurer and Office Manager
- E. Action Items to Recommend to the Board**
1. Approve 2025 OJRSA Board and Committee meeting schedule (Exhibit C) – Chris Eleazer, Director
 2. Approve extension through March 31, 2025 to continue acceptance of hauled portable toilet waste from outside the area to assist with Tropical Storm Helene recovery efforts – Chris Eleazer, Director
- F. Executive Director's Report and Discussion** – Chris Eleazer, Director
- Miscellaneous *(if any)*
- G. Committee Members' Discussion** – Committee Chair
Discussion can be related to matters addressed in this meeting or for future consideration by this Committee. Voting is not permitted during this session.
- H. Upcoming Meetings** *All meetings to be held in the Lamar Bailes Board Room unless noted otherwise.*
- Board of Commissioners – January 6, 2025 at 4:00 p.m. *Westminster Historic Railroad Depot, 129 Main Street, Westminster*
 - Annual Members' Meeting – January 6, 2025 at 5:00 p.m. *Westminster Historic Railroad Depot, 129 Main Street, Westminster*
 - Sewer Feasibility Implementation Ad Hoc Committee – January 9, 2025 at 9:00 a.m.
 - Operations & Planning Committee – January 15, 2025 at 8:30 a.m.
 - Finance & Administration Committee – January 20, 2025 at 9:00 a.m.
- I. Adjourn**



Finance & Administration Committee Sign-in Sheet

Date: 12/17/24 Time: 9:00am Location: WWTP Board Room

NAME (Print)

POSITION/TITLE

ORGANIZATION

NONE

FY2025 O&M FUND PROJECTS

CONSENT ORDER ENGINEERING AND OPERATIONS AND MAINTENANCE TASKS

12/11/2024 09:30

Row #	FY 2025 O&M Project (Project # (if applicable); PM) <u>CANNOT CARRY OVER TO NEXT FISCAL YEAR WITHOUT BUDGET APPROVAL</u>	Approx % Complete	Anticipated Completion	Budget/PO/ Contract Amount (\$)	O&M PROJECT MILESTONES				Obligated/ Spent (\$)	Budget Remaining (\$)	GL Code (XXXXX = get from Office Mgr)
					Bids/RFQ/etc. Issue/Advertised	Req/Contract Signed	Started Work	Completed			
1	Consent Order 21-025-W Project: Biannual Compliance Report (CE)	100%	11/9/2024	N/A	N/A	N/A	N/A	11/8/2024	0	0	N/A
2	GIS Update and Upgrade (CE)	80%	11/10/2024	32,000	N/A	7/30/2024	8/1/2024		28,291	3,709	Con Sys: Prof Svcs 601-02430
3	For Feasibility Study: Establish Sewer Feasibility Implementation Ad Hoc Committee (CE)	100%	11/13/2024	0	N/A	N/A	9/9/2024	11/4/2024	0	0	N/A
4	For Feasibility Study: Legal counsel prepare new governance and consolidation evaluations (CE)	100%	12/6/2024	0	N/A	N/A	9/10/2024	11/26/2024	0	0	Admin Services 501-02420
5	For Feasibility Study: Financial/Rate Cost of Service Study (CE)	20%	3/10/2025	29,800	N/A	N/A	10/21/2024		8,940	20,860	Admin Services 501-02420
6	For Feasibility Study: Ad Hoc Committee to Report to Board and County its Recommendations (CE)	0%	5/13/2025	0	N/A	N/A			0	0	N/A
7	ISS PS Generator Installation (MD)	0%	3/31/2025						0	0	Conv Sys R&M: PS 601-05090
8	Coneross Creek PS Pump Control Upgrade (MD)	0%	4/30/2025		N/A Prof Services				0	0	Con Sys R&M: PS 601-05030
9	Martin Creek PS Pump Restraint System (MD)	100%	3/31/2025	35,000	In-kind replacement	2/9/2024	7/30/2024	7/30/2024	32,017	2,983	Con Sys R&M: PS 601-05100
10	Martin Creek Storage Aerator Motor Replacement (MD)	0%	4/25/2025	Waiting for other costs	N/A OEM Equip/Svc				0	0	Con Sys R&M: PS 601-05100
11	Pelham Creek PS Manual Transfer Switch Installation (MD)	0%	4/30/2025	24,134	9/11/2024	11/6/2024			0	24,134	Con Sys R&M: PS 601-05120
12	Perkins Creek PS Wet Well Cleanout (KL, MD)	0%	12/15/2024	N/A	N/A	N/A	N/A	N/A	0	0	Con Sys R&M: PS 601-05130
13	Richland Flow Meter Station Electrical Rewiring (MD)	0%	4/30/2025	13,000	9/4/2024	11/13/2024			0	13,000	Con Sys R&M: FMS 601-04030
14	Paint Flow Meter Stations (MD)	0%	5/30/2025						0	0	Con Sys Bldgs & Grnds 601-02550
15	Martin Creek PS/FM H2S Control ENGINEERING AND PERMITTING (KL)	0%	TBD						0	0	Con Sys R&M: PS 601-05100
16	Southern Oconee Sewer PS/FM H2S Control STUDY (CE, KL)	0%	1/31/2025	22,500	N/A	10/31/2024			0	22,500	Retail O&M: Prof Svcs 1301-02430
17	Martin Creek PS Basin and Southern Westminster Trunk Sewer CCTV/Clean (KL, CE)	100%	12/20/2024	211,503	6/6/2024	8/6/2024	8/6/2024	9/19/2024	203,488	8,015	Con Sys: Prof Svcs 601-02430
18	Seneca Creek FM Replacement Constr Administration/Inspect (#2023-05; CE, KL)	0%	TBD	140,000	N/A	4/29/2024			0	140,000	O&M CIP: Con Sys 1401-06071
19	WRF Replace Disinfection System Lightning Mixer (JM)	0%	5/30/2025	Waiting for other costs	12/4/2024	12/4/2024			0	0	WRF R&M 701-03000
20	WRF Util Water Pump (1 unit only)/Valve, Flow Eq Flow Control, RAS/WAS Pump/Mag Meter/Valve Install (JM)	0%	5/30/2025	Waiting on bids	11/1/2024				0	0	WRF R&M 701-03000
21	WRF Waterproofing Admin Building Roof/Walls and Chloring Building Roof (KL)	0%	2/28/2025	Waiting on bids	RFB #2025-07 11/18/2024				1,950	0	Admin Contingency 501-02440

FY2025 O&M FUND PROJECTS

CONSENT ORDER ENGINEERING AND OPERATIONS AND MAINTENANCE TASKS

12/11/2024 09:30

22	WRF Paving Around Biosolids Storage Pad and Solids Processing Building (KL)	0%	5/30/2025	31,500	12/6/2024				0	31,500	WRF Bldgs & Grnds 701-02550	
23	WRF Tank & Wet Well Clanouts (Primary Splitter Box and Digester #1) (JM)	0%	12/15/2024	40,680	10/24/2024				0	40,680	WRF R&M 701-03000	
24	WRF Replace/Paint Walkway Handrails (continued from FY 2024) (JM)	100%	11/30/2024	N/A	N/A	N/A	As time allows	As time allows	N/A	N/A	WRF R&M 701-03000	
25	WRF Digesters/Solids Handling Tanks Grinder Rebuild (MD)	0%	10/31/2024	17,000	8/26/2024	8/26/2024	9/30/2024	10/4/2024	16,999	1	WRF R&M 701-03000	
26	WRF Biological Reactor Basin Oxidation Zone Gearbox Replacement (JM)	0%	5/30/2025	Waiting for other costs	12/4/2024	12/4/2024			0	0	WRF R&M 701-03000	
TOTAL AWARDED				597,117	TOTAL FUNDS OBLIGATED/ACTUAL TO DATE:				291,685	-307,382	TOTAL AWARDED BUDGET REMAINING	

FY2025 O&M FUND PROJECTS

CONSENT ORDER ENGINEERING AND OPERATIONS AND MAINTENANCE TASKS

12/11/2024 09:30

Row #	FY 2025 O&M Project (Project # (if applicable); PM) <u>CANNOT CARRY OVER TO NEXT FISCAL YEAR WITHOUT BUDGET APPROVAL</u>	Comp. Performing (and Project Mgr)	Notes
1	Consent Order 21-025-W Project: Biannual Compliance Report (CE)	OJRSA Chris Eleazer	DUE TO SCDES EVERY SIX MONTHS. Reports submitted: 11/14/2021, 5/9/2022, 11/10/2022, 5/9/2023, 11/9/2023, 5/10/2024. 11/8: Submitted to SCDES. COMPLETE. Next report due 5/10/2025.
2	GIS Update and Upgrade (CE)	Weston & Sampson Danny Gant	Project to begin updating OJRSA, Satellite Sewer System, and other User assets and information for asset management and compliance purposes. 9/18: Met with D Gant to review easement progress. 11/22: Progress meeting with D Gant.
3	For Feasibility Study: Establish Sewer Feasibility Implementation Ad Hoc Committee (CE)	OJRSA Chris Eleazer	10/7: Discussed at board meeting. Will consider committee at next meeting. 11/4: List approved by Board. COMPLETE. Update sent to Bonnie Ammons and Sophia Mazza with RIA on 11/13. First meeting to be held 12/2.
4	For Feasibility Study: Legal counsel prepare new governance and consolidation evaluations (CE)	OJRSA Chris Eleazer	9/10: Authorized Pope Flynn (L Flynn and Gary Pope) to begin development of new governance agreement as well as consolidation with another multi-county organization. 11/26: Received from Pope Flynn. COMPLETE. 12/2: Shared memo with Ad Hoc Committee.
5	For Feasibility Study: Financial/Rate Cost of Service Study (CE)	Willdan Daryll Parker	12/4: Reviewed model with D Parker and A Mettlen. Will schedule time for it to be presented to Board. To be discussed at F&A Comm meeting in Dec.
6	For Feasibility Study: Ad Hoc Committee to Report to Board and County its Recommendations (CE)	Ad Hoc Comm Graham Rich	
7	ISS PS Generator Installation (MD)	OJRSA Mark Dain	OJRSA staff will perform the moving because others wanted too much to do it. Will need to determine what project will require for installation. We're considering making it a portable generator. KL to speak with A Maddox to find out how to make this happen.
8	Coneross Creek PS Pump Control Upgrade (MD)	Border States Stuart Reynolds	8/6: Will need to bid. 9/3: Install evaluated several weeks ago, waiting on quote. 9/17: Expect quote later today. 10/8: Border States came out to look at site. 11/5: Still waiting for update. 12/11: Waiting on revised quote.
9	Martin Creek PS Pump Restraint System (MD)	TBD	Ordered during FY 2024 but did not receive until FY 2025. 7/15/2024: Ordered as in-kind unit with new pump head assembly. 7/30: COMPLETE
10	Martin Creek Storage Aerator Motor Replacement (MD)	OJRSA Mark Dain	11/4: Sole source because of original equipment replacement. OJRSA will perform work. 12/11: Ordered. Expected to arrive in January. \$11,243 for motor.
11	Pelham Creek PS Manual Transfer Switch Installation (MD)	Mason Electric TBD	9/3: Staff met with electrician last week to get quote. 9/17: Waiting on 1 more quote and availability. 11/4: Approved low bid for equipment and installation. 12/11: Ordered. We purchased ATS for WW Williams (5,664). Mason will do install (\$18,470).
12	Perkins Creek PS Wet Well Cleanout (KL, MD)	TBD	8/6: Will need to bid. Will do with splitter box and digeter #1. 9/3: KL nearly complete with RFB. 9/17: After further evaluation, do not need to perform and money will be better spent on Coneross PS. REMOVED.
13	Richland Flow Meter Station Electrical Rewiring (MD)	Davis Power TBD	9/3: Staff met with electrician last week to get quote. 9/17: Waiting on 1 more quote. 11/5: Approved low bid. 12/11: Waiting on contractor to begin work.
14	Paint Flow Meter Stations (MD)	TBD	9/3: Waiting on quotes. 9/17: Need 2 more quotes. 11/5: Still waiting on quotes. 12/11: Met with painters for stations.
15	Martin Creek PS/FM H2S Control <u>ENGINEERING AND PERMITTING</u> (KL)	Garver Will Nading	9/3: KL to reach out to Garver for next steps. 9/17: Need to determine permanent fix to this and where it goes in overall OJRSA priority list. 10/10: Spoke with W Nading and he is putting together scope. 11/4: OJRSA will need to publicly solicit work (est. \$140,000)
16	Southern Oconee Sewer PS/FM H2S Control <u>STUDY</u> (CE, KL)	Garver Will Nading	Project #2025-06 10/23: Spoke with W Nading, he will remove 'draft' from proposal and resend for signature. 10/31: Sent signed agreement to Garver. 90 days to completion per doc. 12/11: Garver has visited sites.
17	Martin Creek PS Basin and Southern Westminster Trunk Sewer CCTV/Clean (KL, CE)	Secure Sewer & Svc Michael Bevelle	9/19: Received all information. Will review internally to confirm all deliverables received. 10/1: All contracted work is complete. OJRSA staff have to finish inspecting manholes and smoketest.
18	Seneca Creek FM Replacement Constr Administration/Inspect (#2023-05; CE, KL)	GMC Michael Knapp	Reimbursible by Fountain Residential Properties LLC per agreement. 10/30: B Little trying to procure contractor. 11/4: Board approved Corrective Easement for force main.
19	WRF Replace Disinfection System Lightning Mixer (JM)	OJRSA Mark Dain	9/17: Need updated quote for this and WRF BRB Oxidation Zone Motor Replacement. 10/14: Receive updated quote but it did not include upper bearing cost. 12/11: Ordered and expect to receive in February. \$44,432. Still need motor, which is easy to get.
20	WRF Util Water Pump (1 unit only)/Valve, Flow Eq Flow Control, RAS/WAS Pump/Mag Meter/Valve Install (JM)	TBD	9/3: To be included in large bid packet. 10/18: KL finalizing draft solicitation for bid. 11/1: Advertised. 12/11: Bids due.
21	WRF Waterproofing Admin Building Roof/Walls and Chloring Building Roof (KL)	BEE Group Rick Cook	To be funded with O&M Contingency. 10/14: Need to get front end docs to BEE. 11/15: Established pre-bid and bid opening dates (12/3 and 12/17). 12/3: Pre-bid meeting held. 12/4: Addendum #1 issued.

FY2025 O&M FUND PROJECTS

CONSENT ORDER ENGINEERING AND OPERATIONS AND MAINTENANCE TASKS

12/11/2024 09:30

22	WRF Paving Around Biosolids Storage Pad and Solids Processing Building (KL)	TMS Asphalt TBD	9/3: Waiting to hear back with quote. 9/17: May need this money for dewatering project concrete. 10/14: KL cannot get anyone to return calls or come see site. Will need to begin again. 12/11: Have 3 quotes, will award soon.
23	WRF Tank & Wet Well Clanouts (Primary Splitter Box and Digester #1) (JM)	Greenstone Const TBD	9/17: It is no longer necessary to clean out splitter box. 9/20: Waiting on legal review of contract language (Bryan Kelley) before bidding. 10/18: KL finalizing draft solicitation for bid. 10/24: Ad on SCBO. 11/26: Issued Addendum #1. 12/4: Received bids.
24	WRF Replace/Paint Walkway Handrails (continued from FY 2024) (JM)	TBD	8/6: Purchased more paint. 10/14: Front end of plant complete. Now painting some items on back end of plant.
25	WRF Digesters/Solids Handling Tanks Grinder Rebuild (MD)	TBD	8/6: Getting updated quotes. 9/3: Has been ordered. 9/17: Rebuild kit arrived last week. 10/4: COMPLETE.
26	WRF Biological Reactor Basin Oxic Zone Gearbox Replacement (JM)	OJRSA Mark Dain	9/17: Need updated quote for this and WRF Disinfection System Lightning Mixer. 10/14: KL to review. 12/11: Ordered. \$42,187. Still need motor, which is easy to get.

FY2025 RESTRICTED FUND PROJECTS

PROJECTS MAY CARRY ACROSS BUDGET YEARS

12/11/2024 09:30

Row #	Restricted Fund Projects (Project Manager)	OJRSA Project #	Approx % Complete	Anticipated Completion	OJRSA Funding Amount (\$)	Max Funding by Others (\$)	PO/Contract Amount (\$)	RESTRICTED FUND PROJECT MILESTONES					Budget Remaining (\$)	GL Code (XXXXX = get from Office Mgr)	Comp. Performing (and Project Mgr)	
								Bids/RFQ/etc. Issue/Advertised	PO/Contract Signed	Started Work	Completed	Obligated/ Spent Curr + Prev Years (\$)				
A	Consent Order SSES/Rehab 2022 CONSTRUCTION SCIIP MATCH (CE, KL)	2024-02	100%	4/30/2024	351,291	0	351,291	7/28/2023	10/17/2023	12/4/2023	7/15/2024	316,577	34,714	PROJ & CONT 1501-09008	Tugalo Pipeline Ed Hare	
B	Consent Order SSES/Rehab 2023 ENGINEERING SCIIP MATCH (CE, KL)	2024-08	75%	8/31/2025	398,000	0	398,000	N/A	9/15/2023	10/3/2023		169,736	228,264	PROJ & CONT 1501-09009	WK Dickson Priya Verravalli	
C	Consent Order SSES/Rehab 2023 CONSTRUCTION SCIIP GRANT (CE, KL)		0%	8/31/2025	0	5,478,319	4,076,461	8/14/2024	11/20/2024			0	4,076,461	PROJ & CONT 1501-09009	Frank Brinkley Bio-Nomic Services	
D	Dewatering Equipment Replacement ENGINEERING SCIIP MATCH (KL)	2024-06	50%	PHASE II 6/30/2026	440,300	0	440,300	9/15/2023	12/19/2023	1/11/2024		163,691	276,609	PROJ & CONT 1501-09011	KCI Technologies Tom Vollmar	
E	Dewatering Equipment Replacement CONSTRUCTION SCIIP GRANT (KL)		5%	PHASE II 6/30/2026	0	2,800,000	30,000	3/22/2024	7/30/2024	7/26/2024		0	30,000	PROJ & CONT 1501-09011	Harper GC Justin Jones	
F	Exit 4/Oconee Manufacturing Park ("Sewer South Phase III") PS/Sewer ENGINEERING (CE)	TBD	98%	11/1/2024	0	0	N/A OCONEE CO PROJ	N/A OCONEE CO PROJ	N/A OCONEE CO PROJ	Sometime in 2022		0	0	TBD	Thomas & Hutton Lee Brackett	
G	Flat Rock PS Replacement ENGINEERING/CONST SVCS SCIIP MATCH (CE)	2022-03	100%	10/23/2024	177,800	0	177,800	2/14/2022	7/5/2055	7/1/2022	10/10/2024	151,548	26,252	PROJ & CONT 1501-09005	KCI Technologies Tom Vollmar	
H	Flat Rock PS Replacement CONSTRUCTION SCIIP GRANT (CE)	2024-03	100%	9/30/2024	0	1,321,656	1,321,656	6/7/2023	8/29/2023	3/25/2024	8/27/2024	1,321,656	0	PROJ & CONT 1501-09005	Cove Utilities Jeff Caffery	
I	Oconee County & Western Andeson County Sewer Master Plan (CE)	2022-01	100%	6/3/2024	217,800	100,000	317,800	N/A	8/9/2023	9/12/2023	7/1/2024	317,476	324	PROJ & CONT 1501-09007	Weston & Sampson Kip Gearhart	
J	Regional Sewer Feasibility Study RIA GRANT (CE)	2024-01	100%	11/29/2024	0	100,000	100,000	5/26/2023	10/10/2023	11/8/2023	9/9/2024	100,000	0	PROJ & CONT 1501-09010	WK Dickson Angie Mettlen	
K	Sewer South Phase II ENG/INSPECT SVCS COUNTY FUNDED (CE)	2019-XX	98%	10/31/2024	0	480,850	480,850	Inherited from Oconee Co	5/4/2023	5/4/2023		383,744	97,106	SSF: CIP 1401-06050	Davis & Floyd John Reynolds	
L	Sewer South Phase II CONSTRUCTION EDA/RIA/COUNTY FUNDED (CE)	2023-06	98%	10/31/2024	0	12,311,447	11,687,329	9/27/2022	3/23/2023	6/1/2023		11,003,413	683,916	SSF: CIP 1401-06050	Kevin Moorhead Moorhead Construct	
M	Martin Creek PS Basin Trunk Sewer CCTV Engineer Review (KL, CE)	2025-03	0%	3/31/2025	96,000	0	96,000	Consent Order Prof Svcs	9/30/2024			2,898	93,102	PROJ & CONT 1501-09012	Priya Verravalli WK Dickson	
N	Southern Westminster Basin Trunk Sewer CCTV Engineer Review (KL, CE)	2025-04	0%	3/31/2025	76,000	0	76,000	Consent Order Prof Svcs	9/30/2024			5,610	70,390	PROJ & CONT 1501-09012	Priya Verravalli WK Dickson	
O	Martin Crk PS Basin Flow Study and Compare to Perkins Crk PS Basin to Quantify I/I (CE)	2025-05	0%	3/31/2025	45,000	0	45,000	Consent Order Prof Svcs	9/30/2024			1,332	43,668	PROJ & CONT 1501-09013	Priya Verravalli WK Dickson	
P	Speeds Creek PS Force Main Replacement ENGINEERING (CE, KL)	TBD	0%	TBD								0	0	PROJ & CONT 1501-TBD	TBD	
Q	Speeds Creek PS Force Main Replacement CONSTRUCTION (CE, KL)		0%	TBD									0	0	PROJ & CONT 1501-TBD	TBD
			0%									0	0			
					1,802,191	22,592,272	19,598,487	TOTAL RESTRICTED FUNDS OBLIGATED/ACTUAL TO DATE:					13,937,680	-5,660,807	TOTAL AWARDED BUDGET REMAINING	

FY2025 RESTRICTED FUND PROJECTS

PROJECTS MAY CARRY ACROSS BUDGET YEARS

12/11/2024 09:30

Row #	Restricted Fund Projects (Project Manager)	Notes
A	Consent Order SSES/Rehab 2022 CONSTRUCTION SCIIP MATCH (CE, KL)	Carryover from FY 2023 OJRSA CONG: \$40,000 . 5/20: COMPLETE . Used \$6,785.98 of budgeted/approved Owner Contingency for additional concrete work on final repair.
B	Consent Order SSES/Rehab 2023 ENGINEERING SCIIP MATCH (CE, KL)	PO/Contract Amount includes \$700,000 owner contingency 10/7: Board approved award and pre-approved \$700,000 owner contingency for change orders. All is pending RIA approval. 10/15: Received RIA approval of contract. 10/24: Signed and sent Notice to Award to Bio-Nomic. 11/5: Contractor submitted COI. Waiting on performance bonds. 11/7: Setting up pre-con meeting for mid-November. Construction to start early 2025.
C	Consent Order SSES/Rehab 2023 CONSTRUCTION SCIIP GRANT (CE, KL)	11/20: Pre-con held today. NTP for 1/2/2025.
D	Dewatering Equipment Replacement ENGINEERING SCIIP MATCH (KL)	10/1: Project down to ~\$3.6M after VE. Waiting to determine how much is remaining on Project 2024-08 to verify that we will be able to fund this project. 10/8: Approved \$10,000 for KCI for VE services, to be funded by project contingency. 11/4: 60% completion should be complete by end of week. Cost around \$3.8-3.9M currently and will operate 100% of current plant's rating. 11/7: Authorized KCI to use \$3,000 of project contingency for redoing layout for Schwing presses. 12/2: Signed Construction Permit Application, etc.
E	Dewatering Equipment Replacement CONSTRUCTION SCIIP GRANT (KL)	
F	Exit 4/Oconee Manufacturing Park ("Sewer South Phase III") PS/Sewer ENGINEERING (CE)	8/19: Received revised plans for route and will review soon. 8/29: Provided comments. 9/23: Received revision. Need to begin working on an agreement. 10/8: Approved all plans. Need info from T&H. Sent Lee Brackett email for info.
G	Flat Rock PS Replacement ENGINEERING/CONST SVCS SCIIP MATCH (CE)	9/3: Rain over weekend caused washing. Contractor to better stabilize area. 9/17: Cove/KCI have identified some solutions for stabilization. 9/18: Received SCDES Permit to Operate. Need record drawings, electronic files, site stabilization completion, etc. 10/10: Received final engineering invoice. 10/14: Received GIS information. COMPLETE. Retained approx. \$26,252 for PM and inspection funds not used, making OJRSA funding amount \$151,548.
H	Flat Rock PS Replacement CONSTRUCTION SCIIP GRANT (CE)	
I	Oconee County & Western Andeson County Sewer Master Plan (CE)	To continue under #2022-01 (Fair Play and Townville Area Sewer Basin Plan). 6/26: Provided W&S comments on draft. Have received 1/2 of "grant" for study. 7/1: Presentated to Board and report finalized and put on website. 8/5: Board adopted. COMPLETE .
J	Regional Sewer Feasibility Study RIA GRANT (CE)	8/5: Presented to Board as draft. Needs to be finalized. Will be considered 9/9. 9/9: Board approved. Next phase is implementation. This will be tracked in FY2025 O&M Projects. COMPLETE . 10/31: Received RIA Grant Close Out Letter.
K	Sewer South Phase II ENG/INSPECT SVCS COUNTY FUNDED (CE)	10/14: To perform walkthrough with D&F tomorrow. 10/18: D&F sent email to Moorhead with punchlist items to complete. It is important for them to receive the record drawings from the contractor in order to receive permit to operate. 10/29: Contract complete but project not. D&F waiting on record drawings from contractor in order to get SCDES Permit to Operate. 11/6: SCDOT Permit closed out. 12/4: Moorhead (J Brooks) sent as-built drawings to Davis & Floyd.
L	Sewer South Phase II CONSTRUCTION EDA/RIA/COUNTY FUNDED (CE)	
M	Martin Creek PS Basin Trunk Sewer CCTV Engineer Review (KL, CE)	8/6: 5 meters installed. Took out Flodar and put in A/V meter. 10/14: All that is remaining is smoke testing by OJRSA staff. 10/24: All CCTV and manhole data provided to engineer. 11/7: WKD began spot checking data.
N	Southern Westminster Basin Trunk Sewer CCTV Engineer Review (KL, CE)	10/14: OJRSA has finished all Level 1 manhole inspections and will begin smoke testing soon. 10/24: All CCTV and manhole data provided to engineer. 11/7: WKD began spot checking data.
O	Martin Crk PS Basin Flow Study and Compare to Perkins Crk PS Basin to Quantify I/I (CE)	11/7: WK Dickson waiting on "frequent" storm for I/I analysis. TS Helene will be considered Act of God and not appropriate to use for study.
P	Speeds Creek PS Force Main Replacement ENGINEERING (CE, KL)	CONSENT ORDER ITEM 7/15/2024: As identified in the 20 Year Master Plan, this force main should be replaced with similar sized pipe.
Q	Speeds Creek PS Force Main Replacement CONSTRUCTION (CE, KL)	

010 OJRSA FUND
 004 REVENUE
 00401 REVENUE

Revenue Report

Oconee Joint Rsa
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Level 4 Summary for October 2024

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
010 OJRSA FUND								
004 REVENUE								
00401 REVENUE								
01770 CONNECTION FEES	\$0.00	\$0.00	\$0.00	\$1,796.60	0	\$1,796.60	0	(\$1,796.60)
01790 UNRESTRICTED INTEREST	\$25,000.00	\$0.00	\$25,000.00	\$17,779.58	71	\$53,582.73	214	(\$28,582.73)
01820 GRANTS	\$0.00	\$0.00	\$0.00	\$374,017.50	0	\$1,103,089.65	0	(\$1,103,089.65)
01830 HAULED WASTE SVCES	\$213,308.00	\$0.00	\$213,308.00	\$13,690.00	6	\$67,332.30	32	\$145,975.70
01840 OTHER REVENUE	\$158,622.00	\$0.00	\$158,622.00	\$333.79	0	\$3,425.27	2	\$155,196.73
01880 CAPACITY FEES	\$0.00	\$0.00	\$0.00	(\$3,400.00)	0	(\$3,400.00)	0	\$3,400.00
01910 USER FEES	\$5,717,028.00	\$0.00	\$5,717,028.00	\$534,556.45	9	\$2,138,074.30	37	\$3,578,953.70
Total Revenue	\$6,113,958.00	\$0.00	\$6,113,958.00	\$938,773.92	15	\$3,363,900.85	55	\$2,750,057.15
00801 PRETREATMENT								
01850 INDUSTRIES	\$174,852.00	\$0.00	\$174,852.00	\$1,941.68	1	\$49,901.24	29	\$124,950.76
Total Pretreatment	\$174,852.00	\$0.00	\$174,852.00	\$1,941.68	1	\$49,901.24	29	\$124,950.76
01101 IMPACT FEES								
01780 RESTRICTED INTEREST	\$100,000.00	\$0.00	\$100,000.00	\$26,272.06	26	\$100,688.74	101	(\$688.74)
01880 CAPACITY FEES	\$1,000,000.00	\$0.00	\$1,000,000.00	\$57,500.00	6	\$261,600.00	26	\$738,400.00
01930 UNUSED CAPACITY FEES	\$150,000.00	\$0.00	\$150,000.00	\$55.73	0	\$30,059.47	20	\$119,940.53
Total Impact Fees	\$1,250,000.00	\$0.00	\$1,250,000.00	\$83,827.79	7	\$392,348.21	31	\$857,651.79
01201 CONTRACT OPERATIONS								
01900 INTERGOV. REIMBURSEMENT	\$44,072.00	\$0.00	\$44,072.00	\$10,096.81	23	\$25,147.20	57	\$18,924.80
Total Contract Operations	\$44,072.00	\$0.00	\$44,072.00	\$10,096.81	23	\$25,147.20	57	\$18,924.80
01301 RETAIL SERVICES								
01780 RESTRICTED INTEREST	\$0.00	\$0.00	\$0.00	\$0.00	0	\$5,924.97	0	(\$5,924.97)
01821 GRANTS - SEWER SOUTH	\$0.00	\$0.00	\$0.00	\$0.00	0	\$2,411,022.50	0	(\$2,411,022.50)
01900 INTERGOV. REIMBURSEMENT	\$0.00	\$0.00	\$0.00	\$10,730.62	0	\$66,693.24	0	(\$66,693.24)
Total Retail Services	\$0.00	\$0.00	\$0.00	\$10,730.62	0	\$2,483,640.71	0	(\$2,483,640.71)
Total REVENUE	\$7,582,882.00	\$0.00	\$7,582,882.00	\$1,045,370.82	14	\$6,314,938.21	83	\$1,267,943.79
Total OJRSA FUND	\$7,582,882.00	\$0.00	\$7,582,882.00	\$1,045,370.82	14	\$6,314,938.21	83	\$1,267,943.79
TOTAL ALL FUNDS	\$7,582,882.00	\$0.00	\$7,582,882.00	\$1,045,370.82	14	\$6,314,938.21	83	\$1,267,943.79

010 OJRSA FUND
005 EXPENSES
00501 ADMINISTRATION

Expenditure Report

Oconee Joint Rsa

Level 4 Summary for October 2024

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Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
010 OJRSA FUND									
005 EXPENSES									
00501 ADMINISTRATION									
01140 100% DEPRECIATION EXPENSE	\$1,222,487.00	\$0.00	\$101,873.92	8	\$407,495.68	33	\$0.00	\$814,991.32	67
01300 PAYROLL: SALARIES	\$1,154,105.00	\$0.00	\$106,359.79	9	\$396,634.05	34	\$0.00	\$757,470.95	66
01310 OVERTIME	\$41,194.00	\$0.00	\$7,202.87	17	\$12,822.59	31	\$0.00	\$28,371.41	69
01350 PAYROLL: FICA/MEDICARE WH	\$97,367.00	\$0.00	\$8,911.53	9	\$32,446.44	33	\$0.00	\$64,920.56	67
01380 PAYROLL: RETIREMENT	\$221,848.00	\$0.00	\$16,122.91	7	\$68,854.87	31	\$0.00	\$152,993.13	69
02200 COMMISSIONER EXPENSES	\$13,680.00	\$0.00	\$1,080.00	8	\$3,780.00	28	\$0.00	\$9,900.00	72
02220 GROUP INSURANCE	\$215,280.00	\$0.00	\$19,145.72	9	\$57,103.36	27	\$0.00	\$158,176.64	73
02240 WORKERS' COMPENSATION	\$20,791.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$20,791.00	100
02250 INSURANCE-PROPERTY/GENERAL	\$81,363.00	\$0.00	\$291.74	0	\$291.74	0	\$0.00	\$81,071.26	100
02260 EMPLOYEE WELLNESS	\$2,600.00	\$0.00	\$148.93	6	\$1,220.98	47	\$0.00	\$1,379.02	53
02270 UNIFORMS	\$31,475.00	\$0.00	\$2,441.05	8	\$7,026.79	22	\$0.00	\$24,448.21	78
02280 TRAVEL & POV MILEAGE	\$8,650.00	\$0.00	\$0.00	0	\$210.00	2	\$0.00	\$8,440.00	98
02290 AGENCY MEMBERSHIPS	\$11,715.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$11,715.00	100
02300 LICENSES/CERTIFS/MEMBERSHIPS	\$4,563.00	\$0.00	\$275.00	6	\$1,011.00	22	\$0.00	\$3,552.00	78
02310 SEMINARS/WKSHOPS & TRAINING	\$42,020.00	\$0.00	\$1,211.84	3	\$6,838.76	16	\$0.00	\$35,181.24	84
02320 EVENTS & MEETING EXPENSES	\$4,300.00	\$0.00	\$0.00	0	\$592.74	14	\$0.00	\$3,707.26	86
02340 PUBLIC RELATIONS & ADVERTISING	\$16,250.00	\$0.00	\$823.00	5	\$3,225.53	20	\$0.00	\$13,024.47	80
02360 MAILING/SHIPPING	\$750.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$750.00	100
02370 SAFETY EQUIPMENT	\$33,050.00	\$0.00	\$8,228.87	25	\$24,606.24	74	\$2,191.97	\$6,251.79	19
02380 OFFICE SUPPLIES	\$79,822.00	\$0.00	\$825.55	1	\$11,898.33	15	\$34.42	\$67,889.25	85
02410 TECHNOLOGY: PHONES/INTERNET/TV	\$14,436.00	\$0.00	\$1,142.33	8	\$5,846.36	40	\$0.00	\$8,589.64	60
02420 ADMINISTRATION SERVICES	\$237,823.00	\$0.00	\$30,058.36	13	\$104,297.83	44	\$0.00	\$133,525.17	56
02440 O&M CONTINGENCY	\$150,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$150,000.00	100
02520 FUEL: VEHICLES & EQUIPMENT	\$37,250.00	\$0.00	\$2,814.68	8	\$11,353.80	30	\$0.00	\$25,896.20	70
02530 R&M: VEHICLES/TRAILERS/EQUIP	\$38,500.00	\$0.00	\$3,299.30	9	\$18,991.05	49	\$0.00	\$19,508.95	51
02560 FEES & PENALTIES	\$4,487.00	\$0.00	\$104.00	2	\$646.00	14	\$0.00	\$3,841.00	86
Total Administration	\$3,785,806.00	\$0.00	\$312,361.39	8	\$1,177,194.14	31	\$2,226.39	\$2,606,385.47	69
00601 CONVEYANCE SYSTEM									
02400 SUPPLIES/TOOLS	\$15,000.00	\$0.00	\$974.80	6	\$7,563.13	50	\$401.04	\$7,035.83	47
02401 MAINTENANCE TOOLS & SUPPLIES	\$13,000.00	\$0.00	\$3,887.65	30	\$7,146.37	55	\$223.00	\$5,630.63	43
02411 TECHNOLOGY: SCADA	\$22,100.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$22,100.00	100
02430 SERVICES: PROFESSIONAL/CONSULT	\$476,110.00	\$0.00	\$5,662.20	1	\$18,647.95	4	\$0.00	\$457,462.05	96
02450 CHEMICALS: SODIUM HYPOCHLORITE	\$35,834.00	\$0.00	\$3,324.16	9	\$6,754.32	19	\$0.00	\$29,079.68	81
02455 CHEMICALS: HERBICIDE/PESTICIDE	\$1,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,500.00	100
02490 ELECTRICITY	\$266,700.00	\$0.00	\$23,423.52	9	\$75,215.79	28	\$0.00	\$191,484.21	72
02500 WATER	\$8,950.00	\$0.00	\$868.92	10	\$3,111.45	35	\$0.00	\$5,838.55	65
02521 FUEL: GENERATORS	\$6,800.00	\$0.00	\$0.00	0	\$5,843.20	86	\$0.00	\$956.80	14
02540 EQUIPMENT RENTALS	\$12,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$12,000.00	100
02550 BUILDINGS & GROUNDS	\$5,500.00	\$0.00	\$98.00	2	\$249.68	5	\$204.07	\$5,046.25	92

**010 OJRSA FUND
005 EXPENSES
00601 CONVEYANCE SYSTEM**

**Oconee Joint Rsa
Expenditure Report
Level 4 Summary for October 2024**

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
02590 ROLLING STOCK & EQUIPMENT	\$275,080.00	\$0.00	\$77,444.00	28	\$265,493.50	97	\$0.00	\$9,586.50	3
04000 FLOW MONITOR STAS	\$16,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$16,500.00	100
04010 FLOW MONITOR STAS: COL'S FORK	\$0.00	\$0.00	\$0.00	0	\$13.03	0	\$0.00	(\$13.03)	0
05000 PUMP STATIONS	\$228,450.00	\$0.00	\$1,093.09	0	\$5,409.72	2	(\$378.08)	\$223,418.36	98
05020 PUMP STATIONS: CHOESTOE A PS	\$0.00	\$0.00	\$7.95	0	\$5,504.84	0	\$0.00	(\$5,504.84)	0
05030 PUMP STATIONS: CONEROSS PS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$52.96	(\$52.96)	0
05050 PUMP STATIONS: DAVIS CRK 1 PS	\$0.00	\$0.00	\$0.00	0	\$5.54	0	\$0.00	(\$5.54)	0
05060 PUMP STATIONS: DAVIS CRK 2 PS	\$0.00	\$0.00	\$0.00	0	\$425.96	0	\$0.00	(\$425.96)	0
05090 PUMP STATIONS: ISS PS	\$0.00	\$0.00	\$0.00	0	\$20.17	0	\$0.00	(\$20.17)	0
05100 PUMP STATIONS: MARTIN CREEK PS	\$0.00	\$0.00	\$0.00	0	\$35,488.39	0	\$0.00	(\$35,488.39)	0
05120 PUMP STATIONS: PELHAM CREEK PS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$16.51	(\$16.51)	0
05130 PUMP STATIONS: PERKINS PS	\$0.00	\$0.00	\$60.76	0	\$100.52	0	(\$5.79)	(\$94.73)	0
05140 PUMP STATIONS: SENECA PS	\$0.00	\$0.00	\$154.65	0	\$154.65	0	(\$154.65)	\$0.00	0
05160 PUMP STATIONS: WEXFORD PS	\$0.00	\$0.00	\$0.00	0	\$5,701.93	0	\$0.00	(\$5,701.93)	0
05210 DUCK POND ROAD PS	\$0.00	\$0.00	\$0.00	0	\$1,720.88	0	\$49.78	(\$1,770.66)	0
05230 GRAVITY SEWER & FORCE MAINS	\$130,000.00	\$0.00	\$1,473.19	1	\$44,754.40	34	\$0.00	\$85,245.60	66
Total Conveyance System	\$1,513,524.00	\$0.00	\$118,472.89	8	\$489,325.42	32	\$408.84	\$1,023,789.74	68
00701 WRF OPERATIONS									
02400 SUPPLIES/TOOLS	\$12,000.00	\$0.00	\$285.29	2	\$3,866.91	32	\$133.03	\$8,000.06	67
02411 TECHNOLOGY: SCADA	\$12,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$12,500.00	100
02430 SERVICES: PROFESSIONAL/CONSULT	\$18,102.00	\$0.00	\$550.00	3	\$31,820.00	176	\$0.00	(\$13,718.00)	(76)
02451 CHEMICALS: CHLORINE	\$60,242.00	\$0.00	\$9,916.41	16	\$19,835.47	33	\$0.00	\$40,406.53	67
02452 CHEMICALS: POLYMER	\$66,450.00	\$0.00	\$3,534.30	5	\$21,021.78	32	\$0.00	\$45,428.22	68
02454 CHEMICALS: SODIUM BISULFITE	\$21,474.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$21,474.00	100
02457 CHEMICALS: OTHER	\$6,000.00	\$0.00	\$1,380.12	23	\$1,380.12	23	\$0.00	\$4,619.88	77
02470 GARBAGE	\$2,067.00	\$0.00	\$27.75	1	\$111.00	5	\$0.00	\$1,956.00	95
02480 NATURAL GAS	\$1,855.00	\$0.00	\$56.60	3	\$220.05	12	\$0.00	\$1,634.95	88
02490 ELECTRICITY	\$336,000.00	\$0.00	\$26,837.59	8	\$101,525.60	30	\$0.00	\$234,474.40	70
02500 WATER	\$3,710.00	\$0.00	\$1,957.04	53	\$7,583.40	204	\$0.00	(\$3,873.40)	(104)
02510 SLUDGE DISPOSAL	\$319,289.00	\$0.00	\$9,163.00	3	\$38,073.20	12	\$0.00	\$281,215.80	88
02521 FUEL: GENERATORS	\$4,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,000.00	100
02540 EQUIPMENT RENTALS	\$5,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,000.00	100
02550 BUILDINGS & GROUNDS	\$83,400.00	\$0.00	\$2,276.96	3	\$6,455.78	8	\$168.92	\$76,775.30	92
03000 WATER RECLAMATION FACILITY	\$619,450.00	\$0.00	\$1,939.00	0	\$24,258.83	4	\$139.78	\$595,051.39	96
Total Wrf Operations	\$1,571,539.00	\$0.00	\$57,924.06	4	\$256,152.14	16	\$441.73	\$1,314,945.13	84
00801 PRETREATMENT									
01300 PAYROLL: SALARIES	\$77,472.00	\$0.00	\$5,810.69	8	\$26,568.09	34	\$0.00	\$50,903.91	66
01380 PAYROLL: RETIREMENT	\$14,379.00	\$0.00	\$1,106.06	8	\$4,921.23	34	\$0.00	\$9,457.77	66
02220 GROUP INSURANCE	\$7,522.00	\$0.00	\$629.86	8	\$1,889.58	25	\$0.00	\$5,632.42	75
02300 LICENSES/CERTIFS/MEMBERSHIPS	\$425.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$425.00	100
02310 SEMINARS/WKSHOPS & TRAINING	\$2,975.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,975.00	100
02380 OFFICE SUPPLIES	\$3,700.00	\$0.00	\$0.00	0	\$240.69	7	\$0.00	\$3,459.31	93

010 OJRSA FUND
005 EXPENSES
00801 PRETREATMENT

Oconee Joint Rsa
Expenditure Report
Level 4 Summary for October 2024

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
02410 TECHNOLOGY: PHONES/INTERNET/TV	\$748.00	\$0.00	\$53.55	7	\$267.58	36	\$0.00	\$480.42	64
02430 SERVICES: PROFESSIONAL/CONSULT	\$38,489.00	\$0.00	\$7,052.00	18	\$10,514.72	27	\$0.00	\$27,974.28	73
Total Pretreatment	\$145,710.00	\$0.00	\$14,652.16	10	\$44,401.89	30	\$0.00	\$101,308.11	70
00901 LABORATORY									
02400 SUPPLIES/TOOLS	\$6,000.00	\$0.00	\$0.00	0	\$756.41	13	\$242.74	\$5,000.85	83
02430 SERVICES: PROFESSIONAL/CONSULT	\$73,377.00	\$0.00	\$1,081.50	1	\$8,040.60	11	\$0.00	\$65,336.40	89
02456 CHEMICALS: LABORATORY	\$5,000.00	\$0.00	\$141.53	3	\$1,206.34	24	(\$141.53)	\$3,935.19	79
Total Laboratory	\$84,377.00	\$0.00	\$1,223.03	1	\$10,003.35	12	\$101.21	\$74,272.44	88
01201 CONTRACT OPERATIONS									
02411 TECHNOLOGY: SCADA	\$625.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$625.00	100
02430 SERVICES: PROFESSIONAL/CONSULT	\$20,610.00	\$0.00	\$0.00	0	\$485.00	2	\$0.00	\$20,125.00	98
02500 WATER	\$1,365.00	\$0.00	\$38.05	3	\$152.20	11	\$0.00	\$1,212.80	89
02521 FUEL: GENERATORS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
02550 BUILDINGS & GROUNDS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05170 PUMP STATIONS: GCCP-PS	\$10,500.00	\$0.00	\$0.00	0	\$1,475.75	14	\$0.00	\$9,024.25	86
Total Contract Operations	\$34,100.00	\$0.00	\$38.05	0	\$2,112.95	6	\$0.00	\$31,987.05	94
01301 RETAIL SERVICES									
02400 SUPPLIES/TOOLS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
02411 TECHNOLOGY: SCADA	\$1,250.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,250.00	100
02430 SERVICES: PROFESSIONAL/CONSULT	\$7,406.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$7,406.00	100
02490 ELECTRICITY	\$2,100.00	\$0.00	\$671.90	32	\$3,435.20	164	\$0.00	(\$1,335.20)	(64)
02500 WATER	\$1,050.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,050.00	100
05180 PUMP STATIONS: WELCOME CTR	\$725.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$725.00	100
Total Retail Services	\$13,031.00	\$0.00	\$671.90	5	\$3,435.20	26	\$0.00	\$9,595.80	74
01401 CAPITAL PROJECTS									
06050 SEWER SOUTH PHASE II	\$3,700,000.00	\$0.00	\$0.00	0	\$1,696,908.87	46	\$0.00	\$2,003,091.13	54
06060 CONVEYANCE SYSTEM	\$140,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$140,000.00	100
Total Capital Projects	\$3,840,000.00	\$0.00	\$0.00	0	\$1,696,908.87	44	\$0.00	\$2,143,091.13	56
01501 CONTINGENCY FUND									
09005 FLAT ROCK PS UPGRADE	\$0.00	\$0.00	\$21,461.20	0	\$596,905.76	0	\$0.00	(\$596,905.76)	0
09007 CENTRAL OCONEE SWR MASTER PLAI	\$0.00	\$0.00	\$0.00	0	\$56,580.00	0	\$0.00	(\$56,580.00)	0
09009 COLLECTION SYSTEM REHAB	\$0.00	\$0.00	\$6,481.72	0	\$26,960.14	0	\$0.00	(\$26,960.14)	0
09010 REG SEWER FEASIBILITY STUDY	\$0.00	\$0.00	\$0.00	0	\$26,542.50	0	\$0.00	(\$26,542.50)	0
09011 DEWATERING EQUIP REPLACEMENT	\$0.00	\$0.00	\$41,266.00	0	\$41,266.00	0	\$0.00	(\$41,266.00)	0
09012 MARTIN CRK & WESTMINSTER CCTV	\$0.00	\$0.00	\$203,487.58	0	\$203,487.58	0	\$0.00	(\$203,487.58)	0
Total Contingency Fund	\$0.00	\$0.00	\$272,696.50	0	\$951,741.98	0	\$0.00	(\$951,741.98)	0
Total EXPENSES	\$10,988,087.00	\$0.00	\$778,039.98	7	\$4,631,275.94	42	\$3,178.17	\$6,353,632.89	58
Total OJRSA FUND	\$10,988,087.00	\$0.00	\$778,039.98	7	\$4,631,275.94	42	\$3,178.17	\$6,353,632.89	58
TOTAL ALL FUNDS	\$10,988,087.00	\$0.00	\$778,039.98	7	\$4,631,275.94	42	\$3,178.17	\$6,353,632.89	58

2025 OJRSA Public Meeting Schedule

SC Code of Law Section 30-4-80(a) requires public bodies to publish all scheduled meetings at the beginning of each calendar year. Executive Committee, ad hoc committee(s), or other meetings may be scheduled during the year as necessary. **Meeting dates, times, and locations are subject to change or cancellation.**

All meetings are held in the Lamar Bailes Board Room at the OJRSA Operations & Administration Building, 623 Return Church Road, Seneca, South Carolina unless otherwise noted below. Call the OJRSA at 864-972-3900 for updates.

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- Board of Commissioners Meeting 4:00 pm
- Finance & Administration Committee Meeting 9:00 am
- Operations & Planning Committee Meeting 8:30 am
- Board of Commissioners Meeting 4:00 pm & Annual Members' Meeting 5:00 pm. *Both meetings at Westminster Historic Railroad Depot, 129 Main Street, Westminster*
- OJRSA Holiday per Personnel Policy Manual (Office Closed)
- Weekend (Office Closed)

Board and Committee Meeting Dates

Commissioners (4:00 pm) & Annual Members' (5:00 pm): Jan 6 at Westminster Historic Railroad Depot, 129 Main Street, Westminster

Commissioners (4:00 pm): Feb 3, Mar 3, Apr 7, May 5, June 2, July 7, Aug 4, Sept 8*, Oct 6, Nov 3, Dec 1

Finance & Administration (9:00 am): Jan 28, Feb 25, Mar 25, Apr 22, May 27, June 24, July 22, Aug 26, Sept 23, Oct 28, Nov 25, and Dec 16*

Operations & Planning (8:30 am): Jan 15, Feb 19, Mar 19, Apr 16, May 21, June 18, July 16, Aug 20, Sept 17, Oct 15, Nov 19, and Dec 17

* Rescheduled due to holiday



OCONEE JOINT REGIONAL SEWER AUTHORITY

Operations & Planning Committee

December 18, 2024

The Operations & Planning Committee meeting was held at the Coneross Creek Wastewater Treatment Plant.

Commissioners that were present:

- Seat 1 (Seneca): Bob Faires, III (Committee Chairman)
- Seat 3 (Seneca): Scott McLane
- Seat 6 (Walhalla): VACANT
- Seat 9 (Walhalla & Westminster): David Dial

Commissioners that were not present:

- Walhalla Seat 6 vacant since Scott Parris voted off board by city. To be filled at January 2025 board meeting.

OJRSA appointments and staff present were:

- Lynn Stephens, Secretary/Treasurer to the Board and Office Manager
- Chris Eleazer, Executive Director
- Kyle Lindsay, Operations Director

Others present were:

- None.

A) Call to Order - Mr. Faires called the meeting to order at 8:37 a.m.

B) Public Session – None.

C) Presentation and Discussion Items:

- **Update on Current Projects (Exhibit A)** – Mr. Eleazer distributed the updated projects list. He reported that the engineer for the Sewer South Phase II project sent information to SC Department of Environmental Services (SCDES, formerly SCDHEC) with the Permit to Operate application. He stated the engineer emailed him that SCDES started the review of the application yesterday, but he does not know if SCDES will issue the permit or require additional information.

Mr. Dial asked how much in fines has been paid. Mr. Eleazer replied that this is still to be determined.

Mr. Dial asked if this would go into action right away after approval. Mr. Eleazer replied yes; however, the users will need to connect. He added the connection to the Welcome Center has already been completed but the flow will need to be diverted into the new manhole that ties into the existing system, and then they can send it from the existing treatment plant to the new pump station; however, they first must apply for service with Pioneer Water.

Mr. Eleazer stated the OJRSA and Pioneer will determine how to bill the new customers for sewer service. The Director stated that he and Ms. Stephens met with Pioneer back in July to discuss this. He also reported how Pioneer already set things up for complaint calls to be forwarded to the OJRSA.

Mr. Dial mentioned the headway on construction being made at the Paw's Diner site. Mr. Eleazer updated the committee on the project by stating that Mr. Brent Little had a "handshake agreement" that Moorhead Construction was going to do the Seneca force main line; however, Moorhead withdrew from the project. Mr. Little had to find another contractor to do the work, and he contacted two (2) other contractors. Mr. Eleazer said he needs to reach out to Mr. Little to find out where he is on this and if there is a pre-construction meeting set up.

Mr. Eleazer added that it would be hard for the OJRSA to approve the building permit for the apartment complex if the OJRSA cannot handle the flow from it. If the OJRSA approves it, another attorney would need to be involved to write up an agreement to say if the building permit is preemptively approved and the force main not in place, then the Certificate of Occupancy cannot be issued for it.

Mr. Eleazer spoke about having the kickoff Feasibility Study Ad Hoc Committee meeting last month and the meeting minutes disseminated. Mr. Bronson brought up in the Facilities & Administration meeting yesterday to convey to the committee to try and make most of the meetings in open session as possible. He added there may be times there will have to be discussions in Executive Session.

Things are moving forward, and the committee was given homework including reviewing a memo from OJRSA attorney, Mr. Lawrence Flynn. All the steps laid out are required for the OJRSA to reach the milestones set.

The Capital Improvement Plan (CIP) must be sent to Ms. Bonnie Ammons at the Rural Infrastructure Authority (RIA), so they can see that the OJRSA and the cities are all progressing with what was agreed to by the board in the Regional Feasibility Study. The Director added that Mr. Flynn will be attending the January Ad Hoc Committee meeting to discuss the memo and answer any questions.

Mr. Dial asked Mr. Lindsay about how he came up with the amount of \$12,000 for pipe and fittings and miscellaneous flange kits for the bid. Mr. Lindsay replied he has worked with contractors for years and basically knows what's required for pipes; in addition, most of the work is replacing like for like, so it is known what parts are required.

Mr. Dial asked where Cove Utility was based out of; Mr. Lindsay replied he wasn't sure where their home base was, but said they are in Greenville, SC. Mr. Eleazer said their letterhead says Greenville.

D) Action Items to Recommend to the Board for Considerations:

- 1. Consider Award of OJRSA Project #2025-05 General Water Reclamation Facility Installation Projects in Amount of \$362,100 to Cove Utility LLC (Exhibit B) –** Mr. Eleazer reported this is for four to five (4-5) numbers of projects that were bundled together into one (1) and put out for bid with a cost in mind for budgetary purposes. The OJRSA only received one (1) bid from Cove Utility, and the bid came back above the budgetary cost; however, it is still recommended to move forward based on the savings.

Mr. Dial stated that the cost is coming in below budget in other areas, so this is going to be a wash. Mr. Lindsay said that is correct; it made more sense to bundle these projects so that one contractor is in charge and ordering everything that is needed.

Mr. Dial made a motion, seconded by Mr. McLane, to recommend to the full board to approve the award of Project #2025-05 for general water reclamation facility installation projects in the amount of \$362,100 to Cove Utility. The motion carried.

- 2. Approve Executive Director to Execute Agreement with Harper General Contractors, Incorporated in the Amount of \$99,750 for the Release of Screw Press Submittals as a Function of OJRSA Project #2023-06 as Recommended by KCI Technologies if Necessary Due to Project Scheduling (Exhibit C) –** Mr. Eleazer stated this is for the CMAR project (Dewatering Equipment Replacement) with the SCIIP funding. The OJRSA is not sure the timing of everything, so this is a request (if necessary) to

preemptively grant approval for Harper General Contractors to procure the screw press submittals in the amount of \$99,750 (which is part of a larger project totaling over \$100,000 which needs board approval). The project manager/engineer doesn't think it is a critical timing issue and is not necessary, but in the event that it goes back to being critical, it would be best to have this approval to execute the agreement prior to February 2025. It is important to keep this on schedule, because otherwise the OJRSA would be on the hook for paying the \$99,750 for the submittals but not the full engineering costs for the project.

Mr. McLane made a motion, seconded by Mr. Dial, to recommend to the full board to approve the agreement execution with Harper General Contractors in the amount of \$99,750 for OJRSA Project #2023-06. The motion carried.

E) Executive Director's Report and Discussion – The Executive Director reported on the following:

1. Environmental and Regulatory Compliance – None.

2. Satellite Sewer System Corrective Action Plans – The Director stated that the OJRSA received these from everyone, and Ms. Allison McCullough (OJRSA Regulatory Services Coordinator), Mr. Michael Traynham (OJRSA Attorney), and he independently reviewed them all and provided feedback. There were some additional routine items that needed to be included in it; a request for this information was sent out to the Member Cities by email to return by mid-January. This has to do with putting together the rate and cost-of-service study that will be done by the OJRSA and the satellite sewer systems.

The Director added that the Rural Infrastructure Authority is looking for operational costs for finding the sources of inflow & infiltration for the Capital Improvement Plan. Mr. Eleazer showed the committee a spreadsheet that he created that takes the 20-year Master Plan plus accounting for work and rehab for what is not found yet (*included in these minutes*). He told the committee they could look over this spreadsheet after the meeting if they want to.

Mr. Dial asked when the plan would start. Mr. Eleazer replied July 2025. Mr. Dial said it would be approximately \$15 million per year. Mr. Eleazer replied that the bulk of the \$303,700,000 for the projects and plant expansion would be on the front end; it is estimated to be \$22,000,800 for the first year, almost \$43,000,000 for the second year, and around \$13,000,000 for years three and four.

Mr. Dial said that it was in the Feasibility Committee minutes, it was recommended to go up to \$25 per gallon, and the board only went up half to not burden the residents so much. He asked how this was going to be paid for. Mr. Eleazer replied that this was regarding impact fees. He added that the impact fees can't pay for replacement of equipment; it can only pay for the cost of upsizes in capacity. Mr. Eleazer added that also in the Feasibility Committee minutes, Mr. Joel Jones (ReWa Executive Director) said they have recently seen their cost per gallon at \$50.

Mr. Faires started speaking about funding depreciation. Mr. Eleazer replied that the OJRSA stopped funding depreciation years ago. Mr. Faires asked what is in the fund from years past. Mr. Eleazer replied that the money was placed in the Projects & Contingency Fund and has been budgeted and used for projects in the past few years.

3. Sewer Use Regulation Revision Status Update – The proposed SUR change is currently being reviewed by SCDES. The Director stated he reached out to Ms. Kayse Jarman at SCDES, but he has not heard back from her. It is not known where they are in the review process.

After SCDES approval, the board will need to approve it for public notice, and then it will have to be on public notice for 30 days before approval by the board for adoption. Any revisions made to it by the board will start the process over again for approval by the attorney and SCDES and then public notice.

Mr. Eleazer stated he would try to reach out to Ms. Jarman again later in the week and will hopefully have an update for the January 2025 board meeting.

4. Miscellaneous (If Any) –

January 2025 Facilities & Administration Committee Meeting – The meeting will be held on January 28, 2025 (not January 20, 2025 as stated on the agenda).

January 2025 Annual Members' Meeting – There will be no meal provided at the Annual Members' Meeting in January. Board members were polled, and the majority said no. Mr. Eleazer asked that the committee let their councils know. Mr. Eleazer asked Ms. Stephens to contact them as well.

F) Committee Members' Discussion – None.

G) Upcoming Meetings:

- 1. Board of Commissioners – Monday, January 6, 2025 at 4:00 p.m. *(at the Westminster Historic Railroad Depot, 129 Main Street, Westminster, SC)***
- 2. Annual Members' – Monday, January 6, 2025 at 5:00 p.m. *(at the Westminster Historic Railroad Depot, 129 Main Street, Westminster, SC)***
- 3. Sewer Feasibility Implementation Ad Hoc Committee – Thursday, January 9, 2025 at 9:00 a.m.**
- 4. Operations & Planning Committee – Wednesday, January 15, 2025 at 8:30 a.m.**
- 5. Finance & Administrative Committee – Tuesday, January 28, 2025 at 9:00 a.m.**

H) Adjourn – The meeting adjourned at 9:19 a.m.

Notification of the meeting was distributed on December 6, 2024 to *Upstate Today*, *Anderson Independent-Mail*, *Westminster News*, *Keowee Courier*, WGOG Radio, WSNW Radio, City of Seneca Council, City of Walhalla Council, City of Westminster Council, Oconee County Council, SC DHEC, www.ojrsa.org, and posted at the OJRSA Administration Building.



Operations & Planning Committee Meeting
OJRSA Operations & Administration Building
623 Return Church Road, Seneca, South Carolina 29678
Lamar Bailes Board Room
December 18, 2024 at 8:30 a.m.

OJRSA commission and committee meetings may be attended in person at the address listed above. The OJRSA will also broadcast meetings live on its YouTube channel at www.youtube.com/@OconeeJRSA (if there is a technical issue preventing the livestreaming of the meeting, then a recording will be published on the channel as soon as possible). For those not able to attend in person, then the OJRSA Board or Committee Chair will accept public comments by mail (623 Return Church Rd, Seneca, SC 29678) or at info@ojrsa.org. Comments must comply with the public session instructions as stated on the meeting agenda and will be received up until one hour prior to the scheduled meeting. If there is not a public session scheduled for a meeting, then comments shall not be accepted.

Agenda

- A. Call to Order** – Bob Faires, Committee Chair
- B. Public Session** – Receive comments relating to topics on this agenda. Session is limited to a maximum of 30 minutes with no more than 5 minutes per speaker.
- C. Presentation and Discussion Items** *[May include vote and/or action on matters brought up for discussion]*
- Update on current projects (Exhibit A) – Chris Eleazer, Director
- D. Action Items to Recommend to the Board for Consideration**
1. Consider award of OJRSA Project #2025-05 General Water Reclamation Facility Installation Projects in amount of \$362,100 to Cove Utility LLC (Exhibit B) – Kyle Lindsay, Operations Director
 2. Approve Executive Director to execute agreement with Harper General Contractors, Incorporated in the amount of \$99,750 for the release of screw press submittals as a function of OJRSA Project #2023-06 as recommended by KCI Technologies if necessary due to project scheduling (Exhibit C) – Chris Eleazer, Director
- E. Executive Director's Discussion and Compliance Concerns** – Chris Eleazer, Director
1. Environmental and regulatory compliance
 2. Satellite Sewer System Corrective Action Plans
 3. Sewer Use Regulation revision status update
 4. Miscellaneous *(if any)*
- F. Committee Members' Discussion** – Bob Faires, Committee Chair
Discussion can be related to matters addressed in this meeting or for future consideration by this or another Committee. Voting is not permitted during this session.
- G. Upcoming Meetings** *All meetings to be held in the Lamar Bailes Board Room unless noted otherwise.*
- Board of Commissioners – January 6, 2025 at 4:00 p.m. *Westminster Historic Railroad Depot, 129 Main Street, Westminster*
 - Annual Members' Meeting – January 6, 2025 at 5:00 p.m. *Westminster Historic Railroad Depot, 129 Main Street, Westminster*
 - Sewer Feasibility Implementation Ad Hoc Committee – January 9, 2025 at 9:00 a.m.
 - Operations & Planning Committee – January 15, 2025 at 8:30 a.m.
 - Finance & Administration Committee – January 20, 2025 at 9:00 a.m.
- H. Adjourn**

FY2025 O&M FUND PROJECTS

CONSENT ORDER ENGINEERING AND OPERATIONS AND MAINTENANCE TASKS

12/16/2024 09:29

Row #	FY 2025 O&M Project (Project # (if applicable); PM) <u>CANNOT CARRY OVER TO NEXT FISCAL YEAR WITHOUT BUDGET APPROVAL</u>	Approx % Complete	Anticipated Completion	Budget/PO/ Contract Amount (\$)	O&M PROJECT MILESTONES				Obligated/ Spent (\$)	Budget Remaining (\$)	GL Code (XXXXX = get from Office Mgr)
					Bids/RFQ/etc. Issue/Advertised	Req/Contract Signed	Started Work	Completed			
1	Consent Order 21-025-W Project: Biannual Compliance Report (CE)	100%	11/9/2024	N/A	N/A	N/A	N/A	11/8/2024	0	0	N/A
2	GIS Update and Upgrade (CE)	80%	11/10/2024	32,000	N/A	7/30/2024	8/1/2024		28,291	3,709	Con Sys: Prof Svcs 601-02430
3	For Feasibility Study: Establish Sewer Feasibility Implementation Ad Hoc Committee (CE)	100%	11/13/2024	0	N/A	N/A	9/9/2024	11/4/2024	0	0	N/A
4	For Feasibility Study: Legal counsel prepare new governance and consolidation evaluations (CE)	100%	12/6/2024	0	N/A	N/A	9/10/2024	11/26/2024	0	0	Admin Services 501-02420
5	For Feasibility Study: Financial/Rate Cost of Service Study (CE)	20%	3/10/2025	29,800	N/A	N/A	10/21/2024		8,940	20,860	Admin Services 501-02420
6	For Feasibility Study: Ad Hoc Committee to Report to Board and County its Recommendations (CE)	0%	5/13/2025	0	N/A	N/A			0	0	N/A
7	ISS PS Generator Installation (MD)	0%	3/31/2025						0	0	Conv Sys R&M: PS 601-05090
8	Coneross Creek PS Pump Control Upgrade (MD)	0%	4/30/2025		N/A Prof Services				0	0	Con Sys R&M: PS 601-05030
9	Martin Creek PS Pump Restraint System (MD)	100%	3/31/2025	35,000	In-kind replacement	2/9/2024	7/30/2024	7/30/2024	32,017	2,983	Con Sys R&M: PS 601-05100
10	Martin Creek Storage Aerator Motor Replacement (MD)	0%	4/25/2025	Waiting for other costs	N/A OEM Equip/Svc				0	0	Con Sys R&M: PS 601-05100
11	Pelham Creek PS Manual Transfer Switch Installation (MD)	0%	4/30/2025	24,134	9/11/2024	11/6/2024			0	24,134	Con Sys R&M: PS 601-05120
12	Perkins Creek PS Wet Well Cleanout (KL, MD)	0%	12/15/2024	N/A	N/A	N/A	N/A	N/A	0	0	Con Sys R&M: PS 601-05130
13	Richland Flow Meter Station Electrical Rewiring (MD)	0%	4/30/2025	13,000	9/4/2024	11/13/2024			0	13,000	Con Sys R&M: FMS 601-04030
14	Paint Flow Meter Stations (MD)	0%	5/30/2025						0	0	Con Sys Bldgs & Grnds 601-02550
15	Martin Creek PS/FM H2S Control ENGINEERING AND PERMITTING (KL)	0%	TBD						0	0	Con Sys R&M: PS 601-05100
16	Southern Oconee Sewer PS/FM H2S Control STUDY (CE, KL)	0%	1/31/2025	22,500	N/A	10/31/2024			0	22,500	Retail O&M: Prof Svcs 1301-02430
17	Martin Creek PS Basin and Southern Westminster Trunk Sewer CCTV/Clean (KL, CE)	100%	12/20/2024	211,503	6/6/2024	8/6/2024	8/6/2024	9/19/2024	203,488	8,015	Con Sys: Prof Svcs 601-02430
18	Seneca Creek FM Replacement Constr Administration/Inspect (#2023-05; CE, KL)	0%	TBD	140,000	N/A	4/29/2024			0	140,000	O&M CIP: Con Sys 1401-06071
19	WRF Replace Disinfection System Lightning Mixer (JM)	0%	5/30/2025	Waiting for other costs	12/4/2024	12/4/2024			0	0	WRF R&M 701-03000
20	WRF Util Water Pump (1 unit only)/Valve, Flow Eq Flow Control, RAS/WAS Pump/Mag Meter/Valve Install (JM)	0%	5/30/2025		RFB #2025-05 11/1/2024				0	0	WRF R&M 701-03000
21	WRF Waterproofing Admin Building Roof/Walls and Chloring Building Roof (KL)	0%	2/28/2025	Waiting on bids	RFB #2025-07 11/18/2024				1,950	0	Admin Contingency 501-02440

FY2025 O&M FUND PROJECTS

CONSENT ORDER ENGINEERING AND OPERATIONS AND MAINTENANCE TASKS

12/16/2024 09:29

22	WRF Paving Around Biosolids Storage Pad and Solids Processing Building (KL)	0%	5/30/2025	31,500	12/6/2024				0	31,500	WRF Bldgs & Grnds 701-02550	
23	WRF Tank & Wet Well Clanouts (Primary Splitter Box and Digester #1) (JM)	0%	2/28/2025	40,680	RFB #2025-04 10/24/2024	12/16/2024			0	40,680	WRF R&M 701-03000	
24	WRF Replace/Paint Walkway Handrails (continued from FY 2024) (JM)	100%	11/30/2024	N/A	N/A	N/A	As time allows	As time allows	N/A	N/A	WRF R&M 701-03000	
25	WRF Digesters/Solids Handling Tanks Grinder Rebuild (MD)	0%	10/31/2024	17,000	8/26/2024	8/26/2024	9/30/2024	10/4/2024	16,999	1	WRF R&M 701-03000	
26	WRF Biological Reactor Basin Oxidation Zone Gearbox Replacement (JM)	0%	5/30/2025	Waiting for other costs	12/4/2024	12/4/2024			0	0	WRF R&M 701-03000	
				TOTAL AWARDED	597,117	TOTAL FUNDS OBLIGATED/ACTUAL TO DATE:				291,685	307,382	TOTAL AWARDED BUDGET REMAINING

FY2025 O&M FUND PROJECTS

CONSENT ORDER ENGINEERING AND OPERATIONS AND MAINTENANCE TASKS

12/16/2024 09:29

Row #	FY 2025 O&M Project (Project # (if applicable); PM) <u>CANNOT CARRY OVER TO NEXT FISCAL YEAR WITHOUT BUDGET APPROVAL</u>	Comp. Performing (and Project Mgr)	Notes
1	Consent Order 21-025-W Project: Biannual Compliance Report (CE)	OJRSA Chris Eleazer	DUE TO SCDES EVERY SIX MONTHS. Reports submitted: 11/14/2021, 5/9/2022, 11/10/2022, 5/9/2023, 11/9/2023, 5/10/2024. 11/8: Submitted to SCDES. COMPLETE. Next report due 5/10/2025.
2	GIS Update and Upgrade (CE)	Weston & Sampson Danny Gant	Project to begin updating OJRSA, Satellite Sewer System, and other User assets and information for asset management and compliance purposes. 9/18: Met with D Gant to review easement progress. 11/22: Progress meeting with D Gant.
3	For Feasibility Study: Establish Sewer Feasibility Implementation Ad Hoc Committee (CE)	OJRSA Chris Eleazer	10/7: Discussed at board meeting. Will consider committee at next meeting. 11/4: List approved by Board. COMPLETE. Update sent to Bonnie Ammons and Sophia Mazza with RIA on 11/13. First meeting to be held 12/2.
4	For Feasibility Study: Legal counsel prepare new governance and consolidation evaluations (CE)	OJRSA Chris Eleazer	9/10: Authorized Pope Flynn (L Flynn and Gary Pope) to begin development of new governance agreement as well as consolidation with another multi-county organization. 11/26: Received from Pope Flynn. COMPLETE. 12/2: Shared memo with Ad Hoc Committee.
5	For Feasibility Study: Financial/Rate Cost of Service Study (CE)	Willdan Daryll Parker	12/4: Reviewed model with D Parker and A Mettlen. Will schedule time for it to be presented to Board. To be discussed at F&A Comm meeting in Dec.
6	For Feasibility Study: Ad Hoc Committee to Report to Board and County its Recommendations (CE)	Ad Hoc Comm Graham Rich	
7	ISS PS Generator Installation (MD)	OJRSA Mark Dain	OJRSA staff will perform the moving because others wanted too much to do it. Will need to determine what project will require for installation. We're considering making it a portable generator. KL to speak with A Maddox to find out how to make this happen.
8	Coneross Creek PS Pump Control Upgrade (MD)	Border States Stuart Reynolds	8/6: Will need to bid. 9/3: Install evaluated several weeks ago, waiting on quote. 9/17: Expect quote later today. 10/8: Border States came out to look at site. 11/5: Still waiting for update. 12/11: Waiting on revised quote.
9	Martin Creek PS Pump Restraint System (MD)	TBD	Ordered during FY 2024 but did not receive until FY 2025. 7/15/2024: Ordered as in-kind unit with new pump head assembly. 7/30: COMPLETE
10	Martin Creek Storage Aerator Motor Replacement (MD)	OJRSA Mark Dain	11/4: Sole source because of original equipment replacement. OJRSA will perform work. 12/11: Ordered. Expected to arrive in January. \$11,243 for motor.
11	Pelham Creek PS Manual Transfer Switch Installation (MD)	Mason Electric TBD	9/3: Staff met with electrician last week to get quote. 9/17: Waiting on 1 more quote and availability. 11/4: Approved low bid for equipment and installation. 12/11: Ordered. We purchased ATS for WW Williams (5,664). Mason will do install (\$18,470).
12	Perkins Creek PS Wet Well Cleanout (KL, MD)	TBD	8/6: Will need to bid. Will do with splitter box and digeter #1. 9/3: KL nearly complete with RFB. 9/17: After further evaluation, do not need to perform and money will be better spent on Coneross PS. REMOVED.
13	Richland Flow Meter Station Electrical Rewiring (MD)	Davis Power TBD	9/3: Staff met with electrician last week to get quote. 9/17: Waiting on 1 more quote. 11/5: Approved low bid. 12/11: Waiting on contractor to begin work.
14	Paint Flow Meter Stations (MD)	TBD	9/3: Waiting on quotes. 9/17: Need 2 more quotes. 11/5: Still waiting on quotes. 12/11: Met with painters for stations.
15	Martin Creek PS/FM H2S Control <u>ENGINEERING AND PERMITTING</u> (KL)	Garver Will Nading	9/3: KL to reach out to Garver for next steps. 9/17: Need to determine permanent fix to this and where it goes in overall OJRSA priority list. 10/10: Spoke with W Nading and he is putting together scope. 11/4: OJRSA will need to publicly solicit work (est. \$140,000)
16	Southern Oconee Sewer PS/FM H2S Control <u>STUDY</u> (CE, KL)	Garver Will Nading	Project #2025-06 10/23: Spoke with W Nading, he will remove 'draft' from proposal and resend for signature. 10/31: Sent signed agreement to Garver. 90 days to completion per doc. 12/11: Garver has visited sites.
17	Martin Creek PS Basin and Southern Westminster Trunk Sewer CCTV/Clean (KL, CE)	Secure Sewer & Svc Michael Bevelle	9/19: Received all information. Will review internally to confirm all deliverables received. 10/1: All contracted work is complete. OJRSA staff have to finish inspecting manholes and smoketest.
18	Seneca Creek FM Replacement Constr Administration/Inspect (#2023-05; CE, KL)	GMC Michael Knapp	Reimbursible by Fountain Residential Properties LLC per agreement. 10/30: B Little trying to procure contractor. 11/4: Board approved Corrective Easement for force main.
19	WRF Replace Disinfection System Lightning Mixer (JM)	OJRSA Mark Dain	9/17: Need updated quote for this and WRF BRB Oxidic Zone Motor Replacement. 10/14: Receive updated quote but it did not include upper bearing cost. 12/11: Ordered and expect to receive in February. \$44,432. Still need motor, which is easy to get.
20	WRF Util Water Pump (1 unit only)/Valve, Flow Eq Flow Control, RAS/WAS Pump/Mag Meter/Valve Install (JM)	TBD	9/3: To be included in large bid packet. 10/18: KL finalizing draft solicitation for bid. 11/1: Advertised. 12/11: Only one bid received--Cove Utility for \$362,100. To be presented to O&P 12/18 and Board 1/6/25 (if approved by O&P).
21	WRF Waterproofing Admin Building Roof/Walls and Chloring Building Roof (KL)	BEE Group Rick Cook	To be funded with O&M Contingency. 10/14: Need to get front end docs to BEE. 11/15: Established pre-bid and bid opening dates (12/3 and 12/17). 12/3: Pre-bid meeting held. 12/4: Addendum #1 issued.

FY2025 O&M FUND PROJECTS

CONSENT ORDER ENGINEERING AND OPERATIONS AND MAINTENANCE TASKS

12/16/2024 09:29

22	WRF Paving Around Biosolids Storage Pad and Solids Processing Building (KL)	TMS Asphalt TBD	9/3: Waiting to hear back with quote. 9/17: May need this money for dewatering project concrete. 10/14: KL cannot get anyone to return calls or come see site. Will need to begin again. 12/11: Have 3 quotes, will award soon.
23	WRF Tank & Wet Well Clanouts (Primary Splitter Box and Digester #1) (JM)	Greenstone Const TBD	10/18: KL finalizing draft solicitation for bid. 10/24: Ad on SCBO. 11/26: Issued Addendum #1. 12/4: Received bids. Low bid--Greenstone Construction. 12/16: Contract executed.
24	WRF Replace/Paint Walkway Handrails (continued from FY 2024) (JM)	TBD	8/6: Purchased more paint. 10/14: Front end of plant complete. Now painting some items on back end of plant.
25	WRF Digesters/Solids Handling Tanks Grinder Rebuild (MD)	TBD	8/6: Getting updated quotes. 9/3: Has been ordered. 9/17: Rebuild kit arrived last week. 10/4: COMPLETE.
26	WRF Biological Reactor Basin Oxidation Zone Gearbox Replacement (JM)	OJRSA Mark Dain	9/17: Need updated quote for this and WRF Disinfection System Lightning Mixer. 10/14: KL to review. 12/11: Ordered. \$42,187. Still need motor, which is easy to get.

FY2025 RESTRICTED FUND PROJECTS

PROJECTS MAY CARRY ACROSS BUDGET YEARS

12/16/2024 09:29

Row #	Restricted Fund Projects (Project Manager)	OJRSA Project #	Approx % Complete	Anticipated Completion	OJRSA Funding Amount (\$)	Max Funding by Others (\$)	PO/Contract Amount (\$)	RESTRICTED FUND PROJECT MILESTONES					Budget Remaining (\$)	GL Code (XXXXX = get from Office Mgr)	Comp. Performing (and Project Mgr)	
								Bids/RFQ/etc. Issue/Advertised	PO/Contract Signed	Started Work	Completed	Obligated/ Spent Curr + Prev Years (\$)				
A	Consent Order SSES/Rehab 2022 CONSTRUCTION SCIIP MATCH (CE, KL)	2024-02	100%	4/30/2024	351,291	0	351,291	7/28/2023	10/17/2023	12/4/2023	7/15/2024	316,577	34,714	PROJ & CONT 1501-09008	Tugalo Pipeline Ed Hare	
B	Consent Order SSES/Rehab 2023 ENGINEERING SCIIP MATCH (CE, KL)	2024-08	75%	8/31/2025	398,000	0	398,000	N/A	9/15/2023	10/3/2023		169,736	228,264	PROJ & CONT 1501-09009	WK Dickson Priya Verravalli	
C	Consent Order SSES/Rehab 2023 CONSTRUCTION SCIIP GRANT (CE, KL)		0%	8/31/2025	0	5,478,319	4,076,461	8/14/2024	11/20/2024			0	4,076,461	PROJ & CONT 1501-09009	Frank Brinkley Bio-Nomic Services	
D	Dewatering Equipment Replacement ENGINEERING SCIIP MATCH (KL)	2024-06	50%	PHASE II 6/30/2026	440,300	0	440,300	9/15/2023	12/19/2023	1/11/2024		163,691	276,609	PROJ & CONT 1501-09011	KCI Technologies Tom Vollmar	
E	Dewatering Equipment Replacement CONSTRUCTION SCIIP GRANT (KL)		5%	PHASE II 6/30/2026	0	2,800,000	30,000	3/22/2024	7/30/2024	7/26/2024		0	30,000	PROJ & CONT 1501-09011	Harper GC Justin Jones	
F	Exit 4/Oconee Manufacturing Park ("Sewer South Phase III") PS/Sewer ENGINEERING (CE)	TBD	98%	11/1/2024	0	0	N/A OCONEE CO PROJ	N/A OCONEE CO PROJ	N/A OCONEE CO PROJ	Sometime in 2022		0	0	TBD	Thomas & Hutton Lee Brackett	
G	Flat Rock PS Replacement ENGINEERING/CONST SVCS SCIIP MATCH (CE)	2022-03	100%	10/23/2024	177,800	0	177,800	2/14/2022	7/5/2025	7/1/2022	10/10/2024	151,548	26,252	PROJ & CONT 1501-09005	KCI Technologies Tom Vollmar	
H	Flat Rock PS Replacement CONSTRUCTION SCIIP GRANT (CE)	2024-03	100%	9/30/2024	0	1,321,656	1,321,656	6/7/2023	8/29/2023	3/25/2024	8/27/2024	1,321,656	0	PROJ & CONT 1501-09005	Cove Utilities Jeff Caffery	
I	Oconee County & Western Andeson County Sewer Master Plan (CE)	2022-01	100%	6/3/2024	217,800	100,000	317,800	N/A	8/9/2023	9/12/2023	7/1/2024	317,476	324	PROJ & CONT 1501-09007	Weston & Sampson Kip Gearhart	
J	Regional Sewer Feasibility Study RIA GRANT (CE)	2024-01	100%	11/29/2024	0	100,000	100,000	5/26/2023	10/10/2023	11/8/2023	9/9/2024	100,000	0	PROJ & CONT 1501-09010	WK Dickson Angie Mettlen	
K	Sewer South Phase II ENG/INSPECT SVCS COUNTY FUNDED (CE)	2019-XX	98%	10/31/2024	0	480,850	480,850	Inherited from Oconee Co	5/4/2023	5/4/2023		383,744	97,106	SSF: CIP 1401-06050	Davis & Floyd John Reynolds	
L	Sewer South Phase II CONSTRUCTION EDA/RIA/COUNTY FUNDED (CE)	2023-06	98%	10/31/2024	0	12,311,447	11,687,329	9/27/2022	3/23/2023	6/1/2023		11,003,413	683,916	SSF: CIP 1401-06050	Kevin Moorhead Moorhead Construct	
M	Martin Creek PS Basin Trunk Sewer CCTV Engineer Review (KL, CE)	2025-03	0%	3/31/2025	96,000	0	96,000	Consent Order Prof Svcs	9/30/2024			2,898	93,102	PROJ & CONT 1501-09012	Priya Verravalli WK Dickson	
N	Southern Westminster Basin Trunk Sewer CCTV Engineer Review (KL, CE)	2025-03	0%	3/31/2025	76,000	0	76,000	Consent Order Prof Svcs	9/30/2024			5,610	70,390	PROJ & CONT 1501-09012	Priya Verravalli WK Dickson	
O	Martin Crk PS Basin Flow Study and Compare to Perkins Crk PS Basin to Quantify I/I (CE)	2025-03	0%	3/31/2025	45,000	0	45,000	Consent Order Prof Svcs	9/30/2024			1,332	43,668	PROJ & CONT 1501-09013	Priya Verravalli WK Dickson	
P	Speeds Creek PS Force Main Replacement ENGINEERING (CE, KL)	TBD	0%	TBD								0	0	PROJ & CONT 1501-TBD	TBD	
Q	Speeds Creek PS Force Main Replacement CONSTRUCTION (CE, KL)		0%	TBD									0	0	PROJ & CONT 1501-TBD	TBD
			0%									0	0			
					1,802,191	22,592,272	19,598,487	TOTAL RESTRICTED FUNDS OBLIGATED/ACTUAL TO DATE:					13,937,680	5,660,807	TOTAL AWARDED BUDGET REMAINING	

FY2025 RESTRICTED FUND PROJECTS

PROJECTS MAY CARRY ACROSS BUDGET YEARS

12/16/2024 09:29

Row #	Restricted Fund Projects (Project Manager)	Notes
A	Consent Order SSES/Rehab 2022 CONSTRUCTION SCIIP MATCH (CE, KL)	Carryover from FY 2023 OJRSA CONG: \$40,000 . 5/20: COMPLETE . Used \$6,785.98 of budgeted/approved Owner Contingency for additional concrete work on final repair.
B	Consent Order SSES/Rehab 2023 ENGINEERING SCIIP MATCH (CE, KL)	PO/Contract Amount includes \$700,000 owner contingency 10/24: Signed and sent Notice to Award to Bio-Nomic. 11/5: Contractor submitted COI. Waiting on performance bonds. 11/7: Setting up pre-con meeting for mid-November. Construction to start early 2025. 11/20: Pre-con held today. NTP for 1/2/2025. Bio-Nomic to send out construction schedule and shop drawings for engineer review.
C	Consent Order SSES/Rehab 2023 CONSTRUCTION SCIIP GRANT (CE, KL)	
D	Dewatering Equipment Replacement ENGINEERING SCIIP MATCH (KL)	10/1: Project down to ~\$3.6M after VE. Waiting to determine how much is remaining on Project 2024-08 to verify that we will be able to fund this project. 10/8: Approved \$10,000 for KCI for VE services, to be funded by project contingency. 11/4: 60% completion should be complete by end of week. Cost around \$3.8-3.9M currently and will operate 100% of current plant's rating. 11/7: Authorized KCI to use \$3,000 of project contingency for redoing layout for Schwing presses. 12/2: Signed Construction Permit Application, etc.
E	Dewatering Equipment Replacement CONSTRUCTION SCIIP GRANT (KL)	
F	Exit 4/Oconee Manufacturing Park ("Sewer South Phase III") PS/Sewer ENGINEERING (CE)	8/19: Received revised plans for route and will review soon. 8/29: Provided comments. 9/23: Received revision. Need to begin working on an agreement. 10/8: Approved all plans. Need info from T&H. Sent Lee Brackett email for info.
G	Flat Rock PS Replacement ENGINEERING/CONST SVCS SCIIP MATCH (CE)	9/3: Rain over weekend caused washing. Contractor to better stabilize area. 9/17: Cove/KCI have identified some solutions for stabilization. 9/18: Received SCDES Permit to Operate. Need record drawings, electronic files, site stabilization completion, etc. 10/10: Received final engineering invoice. 10/14: Received GIS information. COMPLETE. Retained approx. \$26,252 for PM and inspection funds not used, making OJRSA funding amount \$151,548.
H	Flat Rock PS Replacement CONSTRUCTION SCIIP GRANT (CE)	
I	Oconee County & Western Andeson County Sewer Master Plan (CE)	To continue under #2022-01 (Fair Play and Townville Area Sewer Basin Plan). 6/26: Provided W&S comments on draft. Have received 1/2 of "grant" for study. 7/1: Presentated to Board and report finalized and put on website. 8/5: Board adopted. COMPLETE .
J	Regional Sewer Feasibility Study RIA GRANT (CE)	8/5: Presented to Board as draft. Needs to be finalized. Will be considered 9/9. 9/9: Board approved. Next phase is implementation. This will be tracked in FY2025 O&M Projects. COMPLETE . 10/31: Received RIA Grant Close Out Letter.
K	Sewer South Phase II ENG/INSPECT SVCS COUNTY FUNDED (CE)	10/29: Contract complete but project not. D&F waiting on record drawings from contractor in order to get SCDES Permit to Operate. 11/6: SCDOT Permit closed out. 12/4: Moorhead (J Brooks) sent as-built drawings to Davis & Floyd, paused liquidated damage assessment.
L	Sewer South Phase II CONSTRUCTION EDA/RIA/COUNTY FUNDED (CE)	
M	Martin Creek PS Basin Trunk Sewer CCTV Engineer Review (KL, CE)	10/24: All CCTV and manhole data provided to engineer. 11/7: WKD began spot checking data. 12/12: WKD completed draft of recommendations and it is in internal review. WKD continuing to monitor flow meters.
N	Southern Westminster Basin Trunk Sewer CCTV Engineer Review (KL, CE)	10/14: OJRSA has finished all Level 1 manhole inspections and will begin smoke testing soon. 10/24: All CCTV and manhole data provided to engineer. 11/7: WKD began spot checking data. 12/12: Waiting on missing CCTV data and smoke test results.
O	Martin Crk PS Basin Flow Study and Compare to Perkins Crk PS Basin to Quantify I/I (CE)	11/7: WK Dickson waiting on "frequent" storm for I/I analysis. TS Helene will be considered Act of God and not appropriate to use for study. 12/12: Rainfall event on 12/10 considered first qualifying event. WKD continuing to monitor flow meters.
P	Speeds Creek PS Force Main Replacement ENGINEERING (CE, KL)	CONSENT ORDER ITEM 7/15/2024: As identified in the 20 Year Master Plan, this force main should be replaced with similar sized pipe.
Q	Speeds Creek PS Force Main Replacement CONSTRUCTION (CE, KL)	



Oconee Joint Regional Sewer Authority

623 Return Church Road
Seneca, South Carolina 29678
Phone (864) 972-3900
www.ojrsa.org

MEMORANDUM

TO: Chris Eleazer, Executive Director

FROM: Kyle Lindsay, Operations Director

CC:

DATE: December 12, 2024

SUBJECT: Budget for Project #2025-05

The budgeted cost for the WRF equipment installs included the replacement of a new utility water pump with associated valves, a RAS and WAS pump with associated valves and a new day tank flow control valve and mag meter. The total budgeted price was \$308,250. The low bid from Cove Utility came in at \$362,500 with a difference of \$54,250.

We had also budgeted for a new mixer gear drive on the chlorine mix tank and a gear drive for one of the oxic mixers. The budgeted price for those was \$145,750. The actual price for these gear drives when ordered was \$90,949 with a difference of \$54,801.

So, the excess cost of the WRF equipment install should be covered by the difference in the mixer gear drives final cost.

This is a compliance matter that can affect the operations and treatment of the facility.

Please let me know if you have any questions.

Kyle Lindsay, Operations Director

A handwritten signature in black ink that reads "Kyle Lindsay". The signature is written in a cursive, flowing style.



Oconee Joint Regional Sewer Authority

623 Return Church Road
 Seneca, South Carolina 29678
 Phone (864) 972-3900
 www.ojrta.org

Competitive Sealed Bids

RFB Project Name & Number: Project #2025-05 WRF General Equipment Installs

Work Order Number (if applicable): _____

Account Coding: 701-03000

OJRSA staff present when bids are opened and presented (there must be at least three members present):

OJRSA Witness #1

OJRSA Witness #2

OJRSA Witness #3

Print: Kyle Lindsay

Chris Ekense

Amanda L Kelley

Signature: Kyle Lindsay

Chris Ekense

Amanda L Kelley

Bidder Name	Date Received	Time Received	Amount (\$)	Included All Required Items?	✓ Low Bid
<u>Cove Utility</u>	<u>12/11/2024</u>	<u>1357</u>	<u>362,100.00</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/>
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

Additional Notes (if necessary):

Only one bid received.



Due by 12/11/2024

OCONEE JOINT REGIONAL SEWER AUTHORITY
Department of Administration and Finance

RFB/RFP/RFQ Receipt Documentation

Project Name: 2025-05 General WRF Installation Projects RFB

Sheet Number 1 of 1

Consultant or Company Name	Date Received	Time Received	OJRSA Recipient's Signature
<i>Cove Utility</i>	<i>12/11/24</i>	<i>1:57</i>	<i>Amarda Kelley</i>

Attachment A – WRF Project #2025-05 Cost SheetSubmitting Company Name: Cove Utility LLCAddress: 107 W Montclair Ave, Greenville, SC 29609Phone: (864) 505-5017

Services to provide per the project:

Day Tank Control Valve	Cost
Modulating Valve	\$ 12,400
Flow Meter	\$ 19,000
Piping & Fittings	\$ 12,000
Miscellaneous Costs (e.g., Flange kits)	\$ 2,500
Labor	\$ 20,000
SUBTOTAL	\$ 76,500

Return Activated Sludge	Cost
T-10 RAS Pump with Air Relief & Check Valve	\$ 61,300
Three Rising Stem Valves	\$ 16,000
Piping & Fittings (OJRSA Mag Meter to be reduced down to 8")	\$ 22,000
Miscellaneous Costs (e.g., Flange kits)	\$ 9,000
Insulation	\$ 10,000
Labor	\$ 20,000
SUBTOTAL	\$ 138,300

Waste Activated Sludge	Cost
V-3 WAS Pump with Air Relief & Check Valve	\$ 36,900
Three Rising Stem Valves (Two 3" & One 4"-to-3")	\$ 8,500
Piping & Fittings (OJRSA Mag Meter)	\$ 8,000
Miscellaneous Costs (e.g., Flange kits)	\$ 7,500
Insulation	\$ 6,000
Labor	\$ 15,000
SUBTOTAL	\$ 81,900

Utility Water Pump	Cost
Utility Water Pump	\$ 33,000
Four Valves	\$ 8,500
Check Valve	\$ 2,000
Piping & Fittings	\$ 4,000
Miscellaneous Costs (e.g., Flange kits)	\$ 7,500
Labor	\$ 15,400
SUBTOTAL	\$ 70,400

TOTAL FOR PROJECT \$ 362,100 **See attached bid clarification letter
See next page

Reference #1 (Mandatory – Must Be Applicable Experience to this RFB) (No Duplicate References)

Company Name: See attached qual package Calendar Year(s) Work Performed: _____
Contact Name: _____ Phone: _____ Email: _____

Reference #2 (Mandatory – Must Be Applicable Experience to this RFB) (No Duplicate References)

Company Name: See attached qual package Calendar Year(s) Work Performed: _____
Contact Name: _____ Phone: _____ Email: _____

Reference #3 (Mandatory – Must Be Applicable Experience to this RFB) (No Duplicate References)

Company Name: See attached qual package Calendar Year(s) Work Performed: _____
Contact Name: _____ Phone: _____ Email: _____

By my signature below, I confirm that I have read and understand all information contained in the OJRSA Project #2025-05 General Water Reclamation Facilities Installation Projects RFB. I also confirm this bid represents the submittal on behalf of my employer/company and that I am authorized to sign on the company's behalf.

Signature: 

Date: 12/11/24

Name (Print): Jeff Caffery

Email: jeff@coveutility.com

Title: President



December 11, 2024

Oconee Joint Regional Sewer Authority
ATTN: Kyle Lindsay

Bid Clarification for
PROJECT #2025-05 General Water Reclamation Facility Installation Projects RFB

A. Narrative:

Cove Utility has substantial experience working on, rehabbing and replacing wastewater treatment plant systems at facilities that very similar to what the owner currently operates. Cove offers the below scope of work as a more specific and detailed approach to the necessary work than what is briefly summarized in the bid proposal documents. Please don't hesitate to reach out with any questions, or if Cove Utility can provide references and qualifications for our expertise.

B. Scope of Work:

Day Tank

- OJRSA to divert plant influent flow to EQ lagoon to allow for a 10-hour shut down of the plant raw influent line (from existing day EQ tank). OJRSA to isolate line prior to mobilization.
- Dismantling of piping in influent meter vault and removal of existing 16" plug valve & 12" mag meter.
- Supply of a new 16" plug valve with a Auma SQR14.2 modulating electrical motor operator.
 - Actuator is rated for modulating duty and can be set at variable open states across the range.
 - Actuator can be locally adjusted on the EMO interface panel in the vault
- Supply of a new 12" Siemens SITRANS FM MAG 5100 W magnetic flow meter.
 - Includes local transmitter in a NEMA 4X enclosure mounted on top of the vault.
- Installation of power and control wire back to the headworks. Control to tie into the headworks missions control RTU. Electrical hook up of new EMO & mag meter.
 - OJRSA to excavate and backfill the duct bank trench.
- Includes provided a new 12" DIP flanged spool piece to make up for new meter lay length.
- Reusing existing piping and dismantling joint in vault. Includes new gaskets and hardware for existing piping removed to accommodate installation.
- Manufacturer representative startup services for actuator and mag meter.
- *Visual leak test of new piping when owner returns pump station to service.*
- *All management, supervision, and general conditions*
- *All construction & safety equipment as required to perform scope of work*



RAS Pump

- Below scope for 1ea RAS pump replacement
- OJRSA to influent & effluent flow off of pump station. OJRSA isolate line prior to mobilization.
- Dismantle current equipment and insulation.
- Supply and install 1ea Gorman Rump T-10 pump with internal heater, pressure gauges (in psi), and ARV.
- Install three (3) ten inch (10 in.) rising stem gate valves and one (1) ten inch (10 in) Val-matic Swing Flex check valve.
 - Does not include replacement of existing piping except as necessary for new install.
- Install one (1) eight inch (8 in.) mag meter. (Owner has the meter)
- Reinstall/replace pipe insulation to restore to condition at the start of the project.
- Electrical disconnect & reconnect of new pump. No replacement of power supply/control panel components, assumes electrical like for like replacement and existing are in serviceable condition.
- Manufacturer representative to perform/oversee startup services for pump.
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- *Visual leak test of new piping when owner returns pump station to service.*
- *All management, supervision, and general conditions*
- *All construction & safety equipment as required to perform scope of work*

WAS Pump

- Below scope for 1ea WAS pump replacement
- OJRSA to influent & effluent flow off of pump station. OJRSA isolate line prior to mobilization.
- Dismantle current equipment and insulation.
- Supply and install 1ea Gorman Rump V-3 pump with internal heater, pressure gauges (in psi), and ARV.
- Install two (2) three inch (3 in.) rising stem valves and one (1) 3 inch (3 inc) Val-matic Swing Flex check valve.
- Install one (1) three inch (3 in.) mag meter with new three inch (3 in.) DIP to connect to existing piping as necessary. (Owner has the meter)
 - Does not include replacement of existing piping except as necessary for new install.
- Install one (1) rising stem valve after flow meter (four inch (4 in.) reduce to three inch (3 in.).
- Reinstall/replace pipe insulation to restore to condition at the start of the project.
- Electrical disconnect & reconnect of new pump. No replacement of power supply/control panel components, assumes electrical like for like replacement and existing are in serviceable condition.
- Manufacturer representative to perform/oversee startup services for pump.
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- *Visual leak test of new piping when owner returns pump station to service.*
- *All management, supervision, and general conditions*
- *All construction & safety equipment as required to perform scope of work*



Utility Water Pump

- Below scope for 1ea non potable water pump replacement
- OJRSA to influent & effluent flow off of pump station. OJRSA isolate line prior to mobilization.
- Dismantle current equipment.
- Supply and install 1ea four inch (4 in.) in-line centrifugal pump—two hundred gallons per minute (200 gpm) at two hundred thirty-one feet total dynamic head (231 ft TDH) with a twenty-five horsepower (25 hp) drive.
- Install one (1) four inch (4 in) Val-matic Swing Flex check valve and four (4) four inch (4 in) rising stem gate valves.
- Electrical disconnect & reconnect of new pump. No replacement of power supply/control panel components, assumes electrical like for like replacement and existing are in serviceable condition.
- Manufacturer representative to perform/oversee startup services for pump.
- *No replacement of insulation*
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-
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- *Visual leak test of new piping when owner returns pump station to service.*
- *All management, supervision, and general conditions*
- *All construction & safety equipment as required to perform scope of work*



C. Clarifications:

- *Reuse existing equipment pads*
- Assumes existing wastewater treatment plant components not called for replacement are in serviceable condition for reuse.
- New piping includes new hardware and gaskets.
- Pipe painting to be by others. Or added via CO if desired.

D. Exclusions:

- *New pipe supports*
- Replacement or repair of unknown damaged materials not listed above or discovered during work.
- Pipe painting.
- Engineering and/or design work
- Treatment process performance guarantees
- Existing structure condition guarantees
- Electrical, SCADA, controls and/or integration work
- Permitting and/or DHEC compliance
- Performance and Payment bond

E. Furnished by Others:

- Operation of treatment plant, flow management, bypass pumping, etc. as necessary.

I and everyone at Cove Utility sincerely thank you for giving us the opportunity to submit this proposal. We look forward to discussing this proposal with you further and answering any questions you may have.

Respectfully,

Jeff Caffery
Cove Utility
jeff@coveutility.com
(864) 505-5017

Submitted By: X _____

Signature

Name

Date



December 11, 2024

OJRSA

Statement of Qualifications

Subject: OJRSA WWTP Automation – Cove Utility Qualifications

I and everyone at Cove Utility sincerely look forward to the opportunity to work with Oconee Joint Regional Sewer Authority on the General Water Reclamation Facility Installation project for which we have submitted a construction bid for. Below and attached you will find a brief summary of our experience, qualifications and references that I believe you will find more than adequate for this project. And while Cove Utility is a relatively young organization with primarily smaller projects on it's resume, I assure you that our employees possess ample experience with water & wastewater projects that are similar and larger/more complex in nature.

I would ask that you not let our status as a small & growing local business impact your selection, what we lack in size and geographic reach we more than make up for with personal attention, communication and hand-selected, experienced water & wastewater professionals. While in the interest of brevity we have only detailed the leaders of our organization, we do employ our own experienced field craft workers to self-perform all the work on this project. And I'm pleased to report that our leadership team and field foreman teams currently employed have on average, 15-years' experience in water & wastewater treatment plant construction specifically which I believe is something that sets us apart from our competition, small and large alike.

- List sample of some completed projects by Cove Utility
- Resume of Operations Manager, Paul Laughlin, who will serve as Superintendent on this project.
 - o Includes sampling of work experience previous to Cove Utility
- Resume of Director of Project Management, Wes Bratton, who will serve as Project Manager on this project.
 - o Includes sampling of work experience previous to Cove Utility
- Resume of President, Jeff Caffery, who will serve as Project Executive on this project.
 - o Includes sampling of work experience previous to Cove Utility
- Industry References
 - o Scott Barnes, Wastewater Treatment Superintendent, Easley Combined Utilities
 - (864) 442-3292 sbarnes@easleyutilities.com
 - o Kyle Lindsay, Operations Director, Oconee Joint Regional Sewer Commission
 - (864) 973-1016 kyle.lindsay@ojrsa.org
 - o Dave DeSousa, Project Coordinator Water & Wastewater, SC Department of Corrections
 - (803) 995-1030 desousa.david@doc.sc.gov
 - o Tony Reid, Project Manger Engineering, Goodwyn Mills & Cawood
 - (251) 689-3247 tony.reid@gmcnetwork.com
 - o Kevin Strickland, Water & Sewer Operator, Town of Williamston, SC
 - (864) 934-2983 kevin@williamstonsc.us



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

106 Clair Drive • Piedmont, SC 29673 • Phone 864-269-0890

November 12, 2024

Mr. Chris Eleazer
Executive Director, Oconee Joint Regional Sewer Authority
623 Return Church Road
Seneca, South Carolina 29678

Re: Recommendation of Award
Early Equipment Selection and Submittals
OJRSA Coneross Creek WRF Dewatering Equipment Upgrades
Project #2023-06 Phase II – SCIIP Grant #A-23-C153 – KCI Project No. 00006285 (962308802)

Dear Mr. Eleazer:

Harper and KCI have received 11 screw press equipment proposals and 4 centrifuge equipment proposals for the dewatering equipment as part of the Coneross Creek Water Reclamation Facility Dewatering Equipment Upgrades Project. The screw presses and centrifuges had a wide range of dewatering capacities and equipment costs.

KCI, Harper, and OJRSA staff worked together to score the equipment submittals based on the rubric provided in the RFP. The scoring rubric for the dewatering equipment is attached. Based on the scores compiled, KCI recommends selection of two Schwing FSP 903 Screw Presses for the price of \$1,112,600. This price will be included in the full GMP developed by Harper as the CMAR contractor and included in the CMAR construction contract.

As part of the proposal, Harper asked the vendor to break out the cost for submittals so that submittals may be released ahead of the full GMP approval. The cost for submittals is \$99,750. This price for submittals will be paid under a stand-alone contract with Harper. This is necessary to meet the RIA project completion deadline. Upon approval of the GMP, the submittal cost will be included in CMAR contract and will be reimbursed by RIA.

In the event the GMP is not approved and the project does not move forward, it is anticipated that KCI's contract would be terminated for OJRSA's convenience. In such a termination, the following budgeted amounts would not be paid:

- \$72,800 for Construction Administration
- \$64,500 for Resident Project Representative
- \$12,900 for Project Close Out

A total of \$150,200 of budgeted local match funds would become available if the project does not move into construction.

Item 11 in the General Provisions of the engineering contract signed December 19, 2023 and amended April 4, 2024 states that: "Upon thee (3) business days' written notice to the other party, this Agreement may be terminated for convenience by either party, with or without cause and at the party's sole

Mr. Chris Eleazer, Executive Director
OJRSA Coneross Creek WRF Dewatering Equipment Upgrades
November 12, 2024

discretion. Upon termination for convenience, neither party shall have any further claims against each other provided that Client shall pay KCI for all Services performed through the date of termination.”

KCI has the opinion that this scenario effectively eliminated OJRSA’s risk in executing the contract to cover submittal costs prior to obtaining an approved GMP.

KCI recommends award to Schwing in the amount of \$99,750 for submittal development. A construction contract will be awarded based on acceptance of the guaranteed maximum price (GMP).

Should you have any questions, please call.

Sincerely,
KCI Technologies, Inc.



Steven Barbian, P. E.
Project Manager

Attachments – Proposal Scoring Matrix

Project: OJRSA Coneross Creek WRF - Dewatering Equipment Upgrades
Scope: Evaluation Criteria
Client/Engineer: OJRSA/KCI
Revision: Early Selection Equipment RFP

SCREW PRESSES

Criteria	Score	Premier Water/Huber		Heyward/Ishigaki		Combs and Associates/Charter		Clearwater/BDP		EW2/Andritz		Combs and Associates/Schwing	
		Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment
Total Capital Cost	25%	3	\$1 M	3	\$1 M	3	\$1 M	3	\$1 M	4	\$700 K	4	\$700 K
Estimated Operation and Maintenance Costs	20%	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison
Delivery Schedule	15%	4	6-8 wks and 28-34 wks	1	4-8 wks and 40-50 wks	5	2-4 wks and 28-35 wks	1	8-10 wks and 40-50 wks	5	4-6 wks and 28-34 wks	1	12-16 wks and 38-46 wks
Ease of Maintenance	5%	3	no data for comparison	3	no data for comparison	3	no data for comparison	3	no data for comparison	3	no data for comparison	3	no data for comparison
Flexibility of Operation	5%	2	will require future 3rd unit	2	will require future 3rd unit	2	will require future 3rd unit	2	will require future 3rd unit	2	will require future 3rd unit	2	will require future 3rd unit
Owner Preference	30%	3	Pilot Tested and trusted, desire to dewater full plant capacity	1	desire to dewater full plant capacity	2	desire to dewater full plant capacity	2	desire to dewater full plant capacity	2	desire to dewater full plant capacity	2	desire to dewater full plant capacity
Final Scores	100%	66%		45%		63%		51%		68%		56%	

SCREW PRESSES - FULL CAPACITY

Criteria	Score	Heyward/Ishigaki		Combs and Associates/Charter		EW2/Andritz		Combs and Associates/Schwing		Premier Water/Huber 3 presses	
		Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment
Total Capital Cost	25%	2.5	\$1.2 M	2.75	\$1.2 M	4	\$840,000	3	\$1.1 M	2.25	\$1.37 M
Estimated Operation and Maintenance Costs	20%	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison
Delivery Schedule	15%	1	4-8 wks and 40-50 wks	5	2-4 wks and 28-35 wks	4	was quickest on smaller press	3	4 wks and 38-46 wks	4	6-8 wks and 28-34 wks
Ease of Maintenance	5%	3	no data for comparison	3	no data for comparison	3	no data for comparison	3	no data for comparison	3	no data for comparison
Flexibility of Operation	5%	5	full capacity	5	full capacity	5	full capacity	5	full capacity	5	full capacity
Owner Preference	30%	3	unknown brand, vendor not confident	4	full capacity and known name	3	full capacity and known name, incomplete submittal	5	good references and submittal	4	desire to only have 2 presses
Final Scores	100%	58%		77%		74%		78%		71%	

CENTRIFUGE

Criteria	Score	Premier Water/GEA		Clearwater/Flottweg		Combs and Associates/Centrisys		EW2/Andritz	
		Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment
Total Capital Cost	25%	5	497000	5	528000	5	477000	5	492000
Estimated Operation and Maintenance Costs	20%	2	generally higher than screw press	2	generally higher than screw press	2	generally higher than screw press	2	generally higher than screw press
Delivery Schedule	15%	4	6-8 wks and 32 wks	3	8 wks and 36-38 wks	4	6-8 wks and 30-35 wks	5	4-6 wks and 24-26 wks
Ease of Maintenance	5%	1	more difficult than screw press	1	more difficult than screw press	1	more difficult than screw press	1	more difficult than screw press
Flexibility of Operation	5%	5	full capacity	5	full capacity	5	full capacity	5	full capacity
Owner Preference	30%	0	Screw press preferred	0	Screw press preferred	0	Screw press preferred	0	Screw press preferred
Final Scores	100%	51%		48%		51%		54%	

CONVEYOR

Criteria	Score	Premier Water/Huber**		Premier Water/Spirac		Clearwater/BDP**		Combs and Associates/Charter		Combs and Associates/Schwing		Heyward/IMS		EW2/Serpentix		EW2/Andritz	
		Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment
Total Capital Cost	25%	5	\$226 K	3	\$303 K	1	\$446 K	4	\$255 K	2	\$397 K	2	\$404 K	2.5	\$350 K	4	\$249 K
Estimated Operation and Maintenance Costs	20%																
Delivery Schedule	15%																
Ease of Maintenance	5%																
Flexibility of Operation	5%																
Owner Preference	30%	4	with vendor, provides single source for equipment	3	separate vendor	4	with vendor, provides single source for equipment	4	with vendor, provides single source for equipment	5	with vendor, provides single source for equipment	3	separate vendor	1	want screw conveyor, not belt	4	with vendor, provides single source for equipment
Final Scores	100%	49%		33%		29%		44%		40%		28%		19%		44%	

** not able to purchase conveyor without purchasing screw press



November 11, 2024

Oconee Joint Regional Sewer Authority
623 Return Church Road #1531
Seneca, SC 29678
Attn: Chris Eleazer

Letter of Intent and Limited Authorization to Proceed - Early Submittal Procurement for the Coneross Creek WRF Dewatering Upgrades

Project Name: OJRSA Coneross Creek WRF Dewatering Upgrades CMAR
Proposal Number: 24-595-615
Project Address: 623 Return Church Road #1531, Seneca, SC 29678

The Oconee Joint Regional Sewer Authority ("Owner") and Harper General Contractors, Inc. ("Harper") have entered into a separate written agreement for Harper's performance of certain preconstruction services in connection with the above-referenced project (the "Project"). Owner and Harper anticipate and intend that, when the design for the construction of the Project has been sufficiently completed by the design professional engaged by the Owner, the Owner and Harper will use good faith efforts to negotiate, agree upon and enter into a contract for Construction Manager at Risk (CMAR) services which include the construction of the Project by Harper as CMAR (the "Prospective CMAR Contract"). However, nothing stated herein requires the Owner or Harper to enter into the Prospective CMAR Contract with one another.

In the interim, the Owner requests that Harper provide the limited early submittal procurement services identified herein pursuant to, and in accordance with, the terms of this Letter of Intent and Limited Authorization to Proceed (the "Letter Agreement"), which shall be binding upon the Owner and Harper as further provided herein.

A. Basis for Pricing and Payment Terms:

- Exhibits: Proposal and Bid Form from Schwing Bioset (Manufacturer)
- Payment for the submittals will be based on the negotiated value discussed by email with the manufacturer plus Harper's fee (5%).
- Payment terms are 100% (one-invoice) net 30-days from invoicing after submittals are handed over to OJRSA and its engaged design professional.

B. Scope of Supply:

- This procurement package consists of the generation and provision of submittals for the screw presses.
- Harper will work with the selected equipment manufacturer to develop complete submittal packages for each selected piece of equipment.
- This Letter Agreement does not provide or include provisions to order any materials for fabrication and delivery – it is for submittal generation only.

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Environmental Systems

C. Exclusions:

- Material/Equipment fabrication and delivery.
- Warranties.
- Permitting.
- Performance and Payment bond.

D. Schedule:

- Harper and the equipment manufacturer will provide submittals to OJRSA and its engaged design professional, KCI, within the timeline included in the Manufacturer's RFP response (attached); Submittal preparation from the Manufacturer is anticipated to take 4 weeks to complete based on the attached Manufacturer's RFP response.

E. Additional Terms

1. This Letter Agreement may only be modified or amended by written agreement signed by both the Owner and Harper. In the event the Owner and Harper enter into the Prospective CMAR Contract in connection with the Project, the parties may amend, alter, incorporate in whole or in part, or otherwise modify or include any of the terms of this Letter Agreement within the Prospective CMAR Contract.
2. The Owner may terminate this Letter Agreement for any reason upon providing written notice to Harper at least 7 days prior to the effective date of termination. Either party may terminate this Letter Agreement due to the other party's failure to comply with a material term of this Letter Agreement by providing written notice of such termination at least 7 days prior to the effective date of termination, unless the defaulting party cures its default within such 7-day period. In the event of termination of this Letter Agreement by either party prior to the full performance of the submittal procurement services identified herein and the full payment for same, Harper shall be entitled to be paid for all services performed or provided prior to the date of termination, which payment shall not be less than the compensation due to the Manufacturer for its services performed or provided prior to the date of termination, as is consistent with the attached Manufacturer's proposal response, plus Harper's fee thereon.
3. The Owner and Harper waive claims against each other for consequential damages arising out of or relating to this Letter Agreement. This mutual waiver includes damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of the Letter Agreement as provided herein.
4. Harper shall not be responsible for any delay, damage, or failure caused by or occasioned by a Force Majeure Event; provided, however, that Harper shall give five (5) days' written notice and full particulars of the Force Majeure Event to the Owner after such occurrence of a Force Majeure Event. "Force Majeure Event" shall mean act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, or any other causes beyond the control of Harper. Delays due to any of the above causes shall not be deemed to be a breach of, or failure, to perform under this Letter Agreement. Any delay in performance by Harper pursuant to this

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Environmental Systems

paragraph will continue only for so long as the Force Majeure Event continues, and only to the extent that Harper is so prevented or delayed.

5. Dispute Resolution - All claims, disputes, and other matters in question between Harper and Owner arising out of or related to this Letter Agreement, or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining at the sole option of Harper. Harper may, at its option, join or consolidate arbitration with the Owner, Architect/Engineer, Construction Manager, and other Subcontractors, Suppliers, Manufacturers or any other party having an interest in the proceeding. Notwithstanding any other choice of law provisions, if any, the parties acknowledge that the Project affects interstate commerce and that this agreement to arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. The prevailing party in any dispute arising out of or relating to this Letter Agreement that is resolved by arbitration shall be entitled to recover from the other party the reasonable attorney's fees incurred by that party in connection with such arbitration.
6. Neither party may assign this Letter Agreement or the party's rights or obligations under this Letter Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld or delayed.
7. This Letter Agreement will be interpreted, construed and enforced according to the laws of the State of South Carolina.
8. This Letter Agreement may be executed in any number of counterparts, transmitted, and stored electronically. The sum of the executed counterparts transmitted electronically between and among Harper and the Owner shall be deemed the original Letter Agreement.

TOTAL COST: **\$99,750.00**

Pricing will be valid for thirty (30) days from date listed on page one (1) of this proposal. The scope of supply is provided as explicitly stated and does not include additional work or supply. Proposal is provided per Harper's Standard Terms and Conditions which are found in the following pages.

I and everyone at Harper General Contractors sincerely thank you for giving us the opportunity to submit this proposal. We look forward to discussing this proposal with you further and answering any questions you may have. Please confirm your acceptance of the terms and conditions of this Letter Agreement by signing below where indicated and returning the executed copy to my attention.

Respectfully,

Justin Jones
 Director of Preconstruction
 Harper General Contractors
 Environmental Systems Division
justinj@harpergc.com
 (843) 637-7815

HARPER | GENERAL CONTRACTORS Environmental Systems

Accepted By: X _____
Signature Print Date

Harper Approval: X _____
Signature Print Date

DRAFT

OCONEE JOINT REGIONAL SEWER AUTHORITY 20-YEAR CAPITAL IMPROVEMENT PLAN & REHABILITATION PLAN

Includes projects identified in *Oconee County & Western Anderson County Sewer Master Plan Scenario 4* as recommended by *Weston & Sampson/Bolton & Menk (2024)* and known/anticipated O&M and rehabilitation projects. All costs in July 2024 Dollars.

December 2024

PROJECT	JUSTIFICATION	LOCATION	PRIORITY	DRIVER	FUNDING SOURCE	CONSENT ORDER	SIGNIF O&M COST?	TOTAL PROJECT COST	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	FY 2038	FY 2039	FY 2040	FY 2041	FY 2042	FY 2043	FY 2044	FY 2045			
Cane Creek PS Upgrade	Approaching or beyond end of useful life	Conveyance	2	O&M	Cash &/or Debt	No	No	\$ 2,887,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,694,401	\$ 1,193,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Choestoea Creek Gravity Sewer	For future growth around Westminster, upsizs from 8" to 12"	Conveyance	3	Growth	Cash &/or Debt	No	No	\$ 1,790,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Choestoea Creek PS Replacement	Beyond useful life	Conveyance	1	O&M	Cash &/or Debt	YES	NO	\$ 2,887,500	\$ 1,694,401	\$ 1,193,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Croyac PS Upgrade	Approaching or beyond end of useful life	Conveyance	3	O&M	Cash &/or Debt	No	No	\$ 1,155,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 680,488	\$ 474,513	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Davis Creek Road No. 1 Pump Station & Force Main (Newry Area development)	Elimination of pump stations and allows for growth on eastern side of system	Conveyance	2	Growth	Primary Debt	No	YES	\$ 22,143,000	\$ 3,437,632	\$ 8,481,316	\$ 8,504,552	\$ 1,719,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Davis Creek Road Gravity Sewer / PS Elimination	Elimination of pump stations and allows for growth on eastern side of system	Conveyance	2	Growth/O&M	Primary Debt	No	No	\$ 5,281,000	\$ 842,026	\$ 3,640,956	\$ 798,018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Flat Rock Downstream Gravity Sewer	For future growth south of Walhalla, upsizs from 8" to 10"	Conveyance	3	Growth	Cash &/or Debt	No	No	\$ 1,890,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Lower Seneca Creek Sewer Improvements	New service area, 8" gravity and pump station/force main	Conveyance	3	Growth	Primary Debt	No	YES	\$ 4,033,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Lower Westminster Gravity Sewer	For future growth south of Westminster, replace 10" with 15"	Conveyance	3	Growth	Cash &/or Debt	No	No	\$ 1,872,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 302,016	\$ 1,290,640	\$ 279,344	\$ -	\$ -	\$ -	\$ -	\$ -				
I-85 Region Sewer OCONEE COUNTY FUNDED (2022 Dollars: \$16,000,000)	To be funded by Oconee County for growth along I-85 corridor	Conveyance	N/A	Growth	Oconee Co	No	YES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
ISS PS Replacement	Approaching or beyond end of useful life	Conveyance	1	O&M	Cash &/or Debt	No	No	\$ 1,155,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 677,760	\$ 477,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Martin Creek Gravity Sewer (needed to serve Newry Area development)	Elimination of pump stations and allows for growth on eastern side of system	Conveyance	2	Growth	Primary Debt	No	No	\$ 7,318,000	\$ 1,166,814	\$ 5,045,354	\$ 1,105,831	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Martin Creek H2S Control	Elimination of asset degradation due to H2S and eliminate odor complaints	Conveyance	1	O&M	Cash &/or Debt	No	YES	\$ 1,000,000	\$ 586,806	\$ 413,194	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Martin Creek Pump Station & Force Main	Allows for elimination of upstream pump stations and growth	Conveyance	3	Growth/O&M	Primary Debt	No	YES	\$ 38,486,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,902,053	\$ 9,544,290	\$ 14,781,475	\$ 10,258,182	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Millbrook PS Upgrade ASSUMED ELIMINATED BY DAVIS CREEK SEWER PROJECT	Eliminate pump stations, allows for growth in eastern area (\$2,000,000 if replaced)	Conveyance	1	Growth/O&M	N/A	No	YES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Newry Area Pump Station & Force Main	Growth in the Newry/SC 130/Old Clemson Hwy area	Conveyance	2	Growth	Primary Debt	No	YES	\$ 19,751,000	\$ 3,066,282	\$ 7,565,121	\$ 7,585,847	\$ 1,533,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Pelham Creek PS Replacement ASSUMED ELIMINATED BY DAVIS CREEK SEWER PROJECT	Eliminate pump stations. Beyond useful life. (\$2,000,000 if replaced)	Conveyance	1	Growth/O&M	N/A	No	YES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Perkins Creek PS Replacement	Approaching or beyond end of useful life	Conveyance	1	Growth/O&M	Primary Debt	YES	NO	\$ 6,930,000	\$ 4,066,563	\$ 2,863,438	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Seneca Creek PS Upgrade POSSIBLE ELIMINATION BY DAVIS CREEK SEWER PROJECT	Beyond useful life, no remaining capacity available (if eliminated, save \$3,750,000)	Conveyance	1	Growth/O&M	Primary Debt	No	YES	\$ 3,750,000	\$ 2,200,521	\$ 1,549,479	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Shiloh Road Gravity Sewer	For future growth east of Seneca, install 8" gravity sewer	Conveyance	3	Growth	Cash &/or Debt	No	No	\$ 1,802,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 304,338	\$ 1,497,662	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Speeds Creek Force Main Replacement	Frequent breaks, issues with soil causing degradation of DIP	Conveyance	1	Growth/O&M	Cash &/or Debt	YES	NO	\$ 2,713,000	\$ 432,573	\$ 1,870,463	\$ 409,964	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Speeds Creek PS Replacement	Approaching or beyond end of useful life	Conveyance	3	Growth/O&M	Primary Debt	No	No	\$ 4,620,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,711,042	\$ 1,908,958	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Systemwide Improvements (Rehab 100% of System Plus Misc. Gravity Sewer Improvements)	For rehabilitation that we have not yet identified but will during CMOM implementation	Conveyance	1	O&M	Primary Debt	YES	NO	\$ 24,575,000	\$ 1,245,816	\$ 1,245,816	\$ 1,249,229	\$ 1,245,816	\$ 1,245,816	\$ 1,245,816	\$ 1,249,229	\$ 1,245,816	\$ 1,245,816	\$ 1,245,816	\$ 1,249,229	\$ 1,245,816	\$ 1,245,816	\$ 1,245,816	\$ 1,249,229	\$ 1,245,816	\$ 1,245,816	\$ 1,249,229	\$ 1,245,816	\$ 1,245,816	\$ 1,249,229	\$ 887,431	
US 123 / 76 West Seneca RR Bridge Crossing / Bottleneck	Issues with degradation due to H2S from SL&W system	Conveyance	2	Growth/O&M	Cash &/or Debt	No	No	\$ 1,000,000	\$ 586,806	\$ 413,194	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Valley View Sewer Improvements	For future growth east of Seneca, install 8" gravity sewer, PS/FM	Conveyance	3	Growth	Primary Debt	No	YES	\$ 5,459,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
West Oak Sewer Extension	Remove West Oak HS WWTP, allow for growth with 8" gravity sewer	Conveyance	3	Growth	Primary Debt	No	YES	\$ 4,712,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
West Perkins Creek Gravity Sewer	Allows for growth on northern and western side of Seneca	Conveyance	3	Growth	Primary Debt	No	No	\$ 5,132,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Wexford PS Replacement	Approaching or beyond end of useful life	Conveyance	1	O&M	Cash &/or Debt	No	No	\$ 1,155,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 494,293	\$ 1,836,206	\$ 2,801,502	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Richland Creek Trunk Sewer Extension	Allows for growth on northern and western side of Seneca	Conveyance	2	Growth	Primary Debt	No	No	\$ 7,900,000	\$ 961,167	\$ 2,835,222	\$ 3,413,458	\$ 690,153	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Richland Road Gravity Sewer	Allows for growth on northern and western side of Seneca	Conveyance	3	Growth	Cash &/or Debt	No	No	\$ 2,100,000	\$ -	\$ 1,232,292	\$ 867,708	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
CCTV/Cleaning	CMOM, inflow/infiltration, system maintenance/repairs	Conveyance	1	O&M	Annual (O&M)	YES	YES	\$ 4,000,000	\$ 202,778	\$ 202,778	\$ 203,333	\$ 202,778	\$ 202,778	\$ 202,778	\$ 202,778	\$ 203,333	\$ 202,778	\$ 202,778	\$ 202,778	\$ 203,333	\$ 202,778	\$ 202,778	\$ 202,778	\$ 203,333	\$ 202,778	\$ 202,778	\$ 203,333	\$ 202,778	\$ 202,778	\$ 203,333	\$ 144,444
Engineering/Flow Metering	CMOM, inflow/infiltration, system maintenance/repairs	Conveyance	1	O&M	Annual (O&M)	YES	YES	\$ 8,000,000	\$ 405,556	\$ 405,556	\$ 406,667	\$ 405,556	\$ 405,556	\$ 405,556	\$ 406,667	\$ 405,556	\$ 405,556	\$ 405,556	\$ 406,667	\$ 405,556	\$ 405,556	\$ 405,556	\$ 406,667	\$ 405,556	\$ 405,556	\$ 405,556	\$ 406,667	\$ 405,556	\$ 406,667	\$ 288,889	
GIS/Mapping	CMOM, inflow/infiltration, system maintenance/repairs	Conveyance	1	O&M	Annual (O&M)	YES	YES	\$ 591,000	\$ 29,960	\$ 29,960	\$ 30,043	\$ 29,960	\$ 29,960	\$ 29,960	\$ 30,043	\$ 29,960	\$ 29,960	\$ 29,960	\$ 30,043	\$ 29,960	\$ 29,960	\$ 29,960	\$ 30,043	\$ 29,960	\$ 29,960	\$ 29,960	\$ 30,043	\$ 29,960	\$ 21,342		
Aeration: Gate Replacements	Inoperable	WRF	1	O&M	Cash &/or Debt	No	No	\$ 300,000	\$ 219,722	\$ 80,278	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Aeration: Motor Repair / Replacement	Inoperable	WRF	1	O&M	Cash &/or Debt	No	No	\$ 107,620	\$ 78,822	\$ 28,798	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Biological Reactor Basin: Valve / Gate Replacements	Inoperable	WRF	1	O&M	Cash &/or Debt	No	No	\$ 293,020	\$ 214,610	\$ 78,410	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Coneross Creek WRF Upgrade Phase 1 (Upgrade to 10.4 mgd)	For areawide growth and for operational service by FY 2032 (7-8 years)	WRF	2	Growth	Primary Debt	No	YES	\$ 52,000,000	\$ -	\$ 2,965,625	\$ 2,973,750	\$ 6,998,403	\$ 13,788,889	\$ 13,788,889	\$ 11,484,444	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Coneross Creek WRF Upgrade Phase 2 (Upgrade to 13.0 mgd)	For areawide growth and for operational service by FY 2045 (20 years)	WRF	3	Growth	Primary Debt	No	YES	\$ 52,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Coneross Influent PS Flood Protection	Necessary due to frequent flooding and shutting down treatment plant	WRF	1	O&M	Cash &/or Debt	No	No	\$ 154,700	\$ -	\$ 90,779	\$ 63,921	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Coneross Influent PS Replace Soft Starts	Beyond useful life - to be funded during WRF Upgrade Phase 1 (\$104,650)	WRF	N/A	O&M	Annual (O&M)	No	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Coneross Influent PS Flood Protection	Necessary due to frequent flooding and shutting down treatment plant	WRF	1	O&M	Cash &/or Debt	No	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Digesters / Sludge Holding Tanks: Blower Room Repairs	Beyond useful life - to be funded during WRF Upgrade Phase 1 (\$14,950)	WRF	N/A	O&M	Annual (O&M)	No	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Digesters / Sludge Holding Tanks: Mixer Replacement for #1	Inoperable	WRF	1	O&M	Cash &/or Debt	No	No	\$ 273,000	\$ 199,947	\$ 73,053	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Digesters / Sludge Holding Tanks: Repair Decanter System	Inoperable	WRF	1	O&M	Cash &/or Debt	No	No	\$ 149,500	\$ -	\$ -	\$ -	\$ -	\$ 109,495	\$ 40,005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Digesters / Sludge Holding Tanks: Replace Blowers	Beyond useful life	WRF	1	O&M	Cash &/or Debt	No	No	\$ 560,300																							