



ADMINISTRATOR'S REPORT
Kevin Bronson
OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

January 10, 2025

GENERAL INFORMATION

Inclement Weather and City Hall Closure on January 10, 2025

City Offices are closed on January 10, 2025 due to expected inclement weather. Essential city services will continue to operate. The City Council Planning Session scheduled for that day has been postponed.

This Week in Rec: An Update from Recreation Director Herb Poole

- Basketball season regular season games have begun, with games happening on weekdays
- Spring Volleyball registration will be held in January. Exact dates and times will be held soon.
- Westminster Recreation fed children during the School District's Christmas Break, funded by donors and sponsors.

SCIIP Sewer Project

Tugaloo/McClam have been mostly performing grout work due to the rainy weather and began mobilizing to other side of Spring St to continue Construction.

Heirloom Farms

A stop work order was issued by the City in December due to invoices from the City not being paid by the developer. Back payment has been paid for completed work, but the project will remain on-hold until the developer pays the balance of the construction contracts.

Long Creek Highway Chauga River Bridge (*from Utilities Director Scott Parris*)

Materials are on site and HDH has Completed construction of Phase 1 of the 10" Water line. Phase 2 will be bid out by the Crowder Construction (Bridge Contractor) to begin as soon as the bridge is complete. DOT continues to review the MOA and verify the compliance of the proposal with state law for reimbursement of costs. DOT hopes to have a final decision soon.

Crowder has begun setting up a job trailer and storage containers in the same field. They plan to build a causeway under the bridge to aid in the removal of the existing columns, and ultimately the removal of the 1928 bridge if demolition is approved. The demolition crew will place netting to catch all debris as the bridge is being demolished. Demolition is expected to begin on January 9th.

Westminster Code Enforcement

The Westminster Code Enforcement Report for December is attached.

December Westminster Police Department Report (from Chief of Police Frederick Miller)

The Westminster Chief's Report for the month of December is attached.

City Attorney Position Posting

The position posting for a City Attorney is available on the city's website at the following link:

<https://westminstersc.org/wp-content/uploads/2024/10/City-Attorney.pdf>

Westminster Planning Commission

Nothing to report.

OJRSA

Mayor Ramey was celebrated at the January 6, 2025 Board Meeting as the outgoing Chair of the OJRSA Board of Directors. City Administrator Kevin Bronson was elected the new chair of OJRSA. Utilities Director Scott Parris was sworn-in in his new position representing Westminster (Parris had previously represented Walhalla to Board).

The 2025 OJRSA Annual Members' Meeting was held on Monday, January 6, 2025, at 5:00 p.m. at the Westminster Depot. The draft meeting minutes are attached. The Ad hoc Feasibility Implementation Committee met January 9, 2025, the draft meeting minutes are attached.

PMPA

The PMPA Board will meet Thursday, January 16, 2025 at 10:00 am at PMPA. The meeting will be followed by a budget workshop at 2:00 pm. The agenda's for both meetings are attached.

PLEASE MARK YOUR CALENDARS

January 14, 2025 at 6:00 pm City Council Meeting at the Westminster Fire Department

January 15, 2025 at 8:30 am Operations & Planning Committee at OJRSA

January 16, 2025 at 10:00 am PMPA Board Meeting at PMPA

January 20, 2025 – City Offices closed to observe Martin Luther King, Jr. Day

January 27, 2025 at 6:00 pm Westminster Planning Commission Meeting at Westminster City Hall

January 28, 2025 at 9:00 am Finance & Administration Committee at OJRSA

February 3, 2025 at 4:00 pm OJRSA Board Meeting at OJRSA

February 13, 2025 at 9:00 am OJRSA Ad-hoc Feasibility Implementation Committee at OJRSA

City Council Meeting Schedule

- **Complete for 2024**
- **The 2025 Meeting Schedule will be considered at the January 14, 2025 City Council Meeting**

Special Events Calendar

January 17, 2025 at 8:30 AM – Chamber of Commerce and OEA Community Breakfast at the Blue Ridge Electric Co-op

(Public Safety and Law Enforcements Update. The City has reserved a table for Council and Staff. A flyer is attached.)



Westminster Chief of Police Monthly Report

December 2024

Offenses/Incident Reports	28
Vehicle Accidents	7
Use of Force Incidents	0
DUI	0
Arrests	18
Citations Issued	54
Warnings Issued	198
Total Contacts	252
Security Checks	0
Total Calls	520
Training Hours	4
Stolen Vehicles Recovered	2

12/02 Lunz conducted a traffic stop on Oak St. The driver was arrested for an outstanding probation violation warrant.

On 12/02, WMPD officers responded to a hit-and-run accident on Westminster Highway. The case was administratively closed after no leads were obtained about the driver of the other vehicle and very little car description.

On 12/03, WMPD officers were investigating a shoplifting at 76 Supply. They got out with a white male matching the description on East Main St. The male suspect was arrested for shoplifting and drug charges.

12/03 WMPD officers responded to Johnson St Apts. in reference to a juvenile who attempted suicide by overdosing on medication.

12/04 WMPD is currently working on a criminal sexual conduct case that was received through Crimestoppers. The investigation is ongoing.

12/06 WMPD officers arrested a male subject for Disturbing the Peace. The incident took place on Freeman St.

12/06 WMPD officers arrested a female after conducting a traffic stop. The driver was charged with DUS 1st and Child Safety restraint violation.

12/06 WMPD officers conducted a traffic stop on a grey SUV. The driver was arrested after 109g of Marijuana was discovered in her possession.

12/07 WMPD officers conducted a traffic stop on S. Bibb St. The driver was arrested for suspended DL.

12/07 WMPD officers conducted a traffic stop on N. Bibb St. The driver was arrested for suspended DL.

12/09 WMPD investigated an alleged sexual assault that occurred at the Relax Inn. The investigation is currently ongoing.

On 12/11, Ofc Pressley conducted a traffic stop on E. Main St. for a stolen vehicle. The driver was taken into custody without incident.

12/13 WMPD currently investigating an alleged child abuse case that occurred at 607 S. Hampton St.

12/13 WMPD officers responded to a domestic disturbance that occurred on N. Bibb St. The Male subject was arrested for DV3rd

12/13 WMPD officers responded to an alleged assault on S. Hampton St. No arrests were made

12/15 OFC Davis recovered a vehicle that was reported stolen to OCSO.

On 12/17, WMPD investigated a Breach of Trust involving a vehicle. The vehicle was recovered in the county, and the driver was arrested for taking it without the owner's permission.

12/17 WMPD responded to Ingles about a female reporting she had an explosive device in the parking lot. The area was cleared, and no devices were located. The female was arrested for Breach of Peace.

12/18 Lunz conducted a traffic stop on E. Main St, where the driver was arrested for NO SC DL.

12/20 WMPD officers received a report of an alleged drunk driver coming into the city limits. Ofc Pressley located the vehicle, and the driver was arrested for traffic-related charges.

12/21 Lunz conducted a traffic stop on Riley St, where the driver was arrested for numerous traffic-related offenses.

12/21 Officers investigated a reference to malicious damage to a vehicle

12/22 Lunz conducted a traffic stop on Louise Ct. where the driver was arrested for numerous traffic-related offenses.

12/22 Lunz conducted a traffic stop on W. North Ave, where the driver was arrested for alcohol violations.

12/23 WMPD officers responded to 540 S. Bibb St about a naked male running in and out of the woods. The male was located, and officers discovered he was having a mental episode. He was transported to the hospital for treatment.

12/26 Officers responded to John St about a house fire.

12/30 Lunz conducted a traffic stop on E. Windsor, where the driver was arrested for numerous traffic-related offenses.

12/31 Officers responded to a dog bite that occurred on Parkview.

Updates from the Chief to the Council

In December, WMPD started the 2025 Law Enforcement Challenge. We are focusing on speeders, seatbelt violations, and DUIs.

12/02 Austin Sheppard, new hire, was sworn in today.

12/03 Meet with a Parks GMC representative regarding the vehicle they have to offer.

12/04 Meet with Global Public Lights representative about outfitting new cars.

12/06 Christmas Parade

12/09 Police Foundation Meeting help at the PD.

12/10 Ofc Sheppard registered at the academy to start pre-academy

12/10 Staff Christmas Party

12/17 Taser Training Class with Central PD

12/18 1st Amendment Auditor showed up to the PD

12/19 Spinx Grand Opening

12/20 HALL Rd Traffic Saturation

12/20 Held Interviews for the vacant position (1 certified / 2 uncertified)

12/23 Shop with a Cop Event at Walmart Seneca

After receiving a complaint at the Dec 10 council meeting about speeding on E. North Ave, WMPD conducted Operation SLOW DOWN in that area. Approx 20 warning tickets were issued.

Fred Miller

Chief of Police

Westminster Code Enforcement Report							
Address	Owner Name	Violation	IPMC/City Code	Date Noticed	Method of Notification	Due Date	Notes
112 West Oak Hwy	Tawada Group LLC.	Grass	93.25	7/3/2024	Mail	7/15/2024	Completed
110 Maartin St.	Marc Baillagreon	Grass	93.25	7/5/2024	Mail/Phone	7/17/2024	Completed 8/5/24
E. North Ave Property	Randy Dickson	Fence	151.268	7/3/2024	Mail	10/3/2024	Completed
110 Small St.	Nathaniel Dougles	Inspection	N/A	7/3/2024	On property	N/A	
401 N. Piedmont St.	Lisa Orr	Junk	151.101	7/3/2024	Mail	8/3/2024	Completed
100 Gaston cir.	Randall Polmeroy	Vehicals	302.8	7/11/2024	Mail	8/16/2024	Completed
102 Martin St.	Luther Elrod	Vehicals	302.8	7/11/2024	Mail	8/16/2024	Completed
111 Wood St.	Marsha Swafford	Vehicals	302.8	7/11/2024	Mail	8/16/2024	completed
331 Cornila ave	Sandra Blackwell	Junk	302.8	7/23/2024	Mail	8/30/2024	Needs dumpster dumped 2nd time
304 retreat st	George Knight	Camper	151.22	7/23/2024	Mail	N/A	completed
216 Retreat st	Stephen Butts	Grass	93.25	7/23/2024	Mail	8/5/2024	completed
1114 E. Main St.	James Lyle	Clean up	302.4	7/23/2024	Mail	12/15/2024	2nd letter sent
113 Holcombe	Mike Donahue	Grass	93.25	7/25/2024	Email	8/5/2024	completed
422 Highland Ave.	Rodney Massey	Clean up	302.4	7/31/2024	Phone call	8/31/2024	completed
200 Oak St.	Kimberly Rhodes	Vehicle	302.8	7/31/2024	Mail	8/31/2024	completed
310 Bermuda St.	Ruby Taylor	Vehicles	302.8	7/31/2024	Mail	8/31/2024	Completed
509 S. Piedmont St.	Brianna Miller	Grass/Shrubs	93.25	7/31/2024	Mail	8/12/2024	completed
511 S. Piedmont St.	Dylan Reed	Grass	93.25	7/31/2024	Mail	8/12/2024	completed
Singlewide Bermuda St.	Betty Phinney	Grass	93.25	7/31/2024	Mail	8/12/2024	completed
Aug-24							
106 Jenkins St.	Philip Burton	Dogs	92.21	5/16/2024	Mail	N/A	
201 Willow Row	Bob Elliott/Current Res.	Chickens	92.21	8/16/2024	Mail	N/A	
208-210 E. Main St.	Fred Bland	Repairs/window	151.101	8/29/2024	Mail	10/15/2024	No progress
202 N. Bibb St.	Michelle Runyon/Curren	Junk	151.101	8/29/2024	Mail	9/29/2024	Completed
200 N. Bibb St.	Albert Scarfo	Junk/car	151.101	8/29/2024	Mail	10/15/2024	Car removed/Completed
102 B St.	James Webb	Grass	93.25	8/29/2024	Mail	9/10/2024	Completed
309 Lakeside Dr.	BKSA LLC.	Grass	93.25	8/29/2024	Mail	9/10/2024	Completed
310 Bermuda St.	Ruby Taylor	Cars	302.8	8/29/2024	Mail	9/29/2024	Completed

120 Cedar St.	Colman Davenport	Inspection		8/27/2024		N/A	INSPECTION
1727B President St.	Andrew Plummer	Inspection		8/29/2024		N/A	INSPECTION
Sept. - 24							
409 E. North ve	James Kay	Cars/Junk/Fence	151.101/302.8/302.7	9/4/2024	Mail	12/9/2024	New Fence 11/6/2024
317 N. King #6	Maurice Gilchrist	Inspection		9/9/2024		N/A	INSPECTION
102 Taccoa Hwy	Jackson Sharpe	Sign Permit		9/6/2024		N/A	Permit
Lot 31-38 Thrift Dr	Joshua Jacobs	Shed Permit		9/4/2024		N/A	Permit
401 N. Piedmont St	Westminater Church of	RV permit		9/7/2024		9/13/2024	RV permit
1725B President St.	Shelby Lingerfelt	Inspection		9/16/2024		N/A	INSPECTION
321 Doyle St.	Heather Harbinson	Shed Permit		9/16/2024		N/A	Permit
107 John St.	Steve James	Shed Permit		9/26/2024		N/A	Permit
Mostly Worked on VBR							
OCT. - 2024							
9327 Long Creek Hwy.	Judy Smith	Carport		10/10/2024	Office	N/A	Permit
224 E. Main St.	Randy Roberts	Temp Sign		10/10/2024	Office	N/A	Westminster Music Hall / Permit
109 Toccoa Hwy.	WSB 2011 LLC	Inspection		10/10/2024		N/A	Service inspection
1509 E. Main St.	Marathon Gas	Sign Replacment		10/10/2024	Office	N/A	Sign Permit
9327 Long Creek Hwy.	Judy Smith	Carport		10/10/2024	Office	N/A	Permit
500 E. Main St	Mary Perret	Payment Letter		10/25/2024	Mail and Certified	11/30/2024	Cert. letter was excepted on 10/27
318 Westminster Hwy.	Katiy Baumgartner	Unfit		10/23/2024	Mail/Posted	N/A	Unfit due to storm damage
517 W. King St.	Rylan Fitzgerald	Unfit		10/23/2024	Email/Mail/Posted	N/A	Unfit due to fire
110 B St.	Michael Towe	Inspection		10/18/2024	N/A	N/A	Utility inspection
907 E. Main St.	Junis Ogburn LLC.	unsecured		10/17/2024	Mail	11/1/2024	4150,ext12. Getting new roof and
404 Simpson St.	Marvin Moore	Reclassification		10/22/2024	Mail	N/A	From Buss. To Resident
Willow Row Trailer	Anniase Hunter	Unfit		10/23/2024	Mail/Posted	N/A	Posted Condemned
309 Westminster Hwy.	Regina Moss	Permit		10/15/2024	Office	N/A	Carport extension permit
521 E. North Ave.	Lester McMahan	RV	151.22	10/30/2024	Mail/Posted	11/30/2024	Returned, Not deliverable
120 Riley St.	Helen Sims	Remove burnt shed		10/30/2024	Mail	11/30/2024	
1114 E. Main St.	James Lyle	Clean up	302.4	10/30/2024	Mail	11/30/2024	Second and Final Letter
Nov. - 2024							
304 N. Isundega St.	Andrew Washburn	Inspection		11/11/2024	Office	N/A	Utility Inspection
E. Main St. Spinks	Spinks	Permit		11/1/2024	Email	N/A	Sign Permit

300 E. Windsor St.	Crystal Bouknight	Permit		11/5/2024	Email	N/A	Roof Permit
108 Freeman St.	Judy Lawing	Permit		11/7/2024		N/A	Tiny Home Permit
306 Westminster Hwy.	Leonard Poole	Permit		11/7/2024		N/A	Roof Permit
304 N. Isundega St.	Andrew Washburn	Inspection		11/15/2024		N/A	Utility Inspection
426 West oak hwy	J Davis	Permit		11/19/2024		N/A	Building Permit
718 Wilson Ct.	Randy Moore	Permit		11/19/2024		N/A	Driveway Permit
306 E. Windsor St.	Capitol Signs	Permit		11/21/2024		N/A	Dogwood Bank Sign Permit
Worked on Vacant builing Registry and Billing							
Dec. - 2024							
115 Pritchard St.	Jenni Elliott	Trash/Junk	151.101	12/2/2024	Mail	12/17/2024	Completed
109 A St	James Yonce	condemned		12/5/2024	Mail	12/31/2024	owner. Unknwn, Building is secured.
1608 E Main st	Rosa Clark/Debbie Walla	Permit		12/9/2024		N/A	Sign Permit
319 Anderson Ave	Jerry Smith	Tree Debris	93.25	12/16/2024	Mail	12/31/2024	Completed
500 E. Main St.	Mary Perret	Downed Tree	93.25	12/20/2024	Mail	1/20/2025	remove
108 Martin St.	Lia Disomone	Fence Permit		12/27/2024		N/A	Permit
111 Small St	Mathew Alexander	Sewer		12/27/2024		N/A	Sewer right of way
403 S Hampton St.	Nathan Douglas	Sewer		12/27/2024		N/A	Same as above
Worked on Vacant builing Registry and Billing							



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
<u>DIET MANGRUM</u>	<u>NEWS DIR.</u>	<u>WGSG</u>
<u>Reagan Oshon</u>	<u>ACA</u>	<u>Westminster</u>
<u>LARRY BRANDT</u>	<u>ATTY-OJRSA</u>	<u>OJRSA</u>
<u>Robert Royer</u>	<u>AGD</u>	<u>AGD</u>
<u>Kenneth Marshall</u>	<u>AGD</u>	<u>AGD</u>
<u>Scott Paris</u>	<u>City of Westminster</u>	
<u>Celia Myers</u>	<u>City of Walhalla</u>	<u>Walhalla</u>
<u>Grant Klock</u>	<u>City Council</u>	<u>Walhalla</u>
<u>Math Dehman</u>	<u>County Council</u>	<u>Oconee</u>
<u>Glen Harty</u>	<u>County Council</u>	<u>Oconee</u>
<u>Andrea Kelley</u>	<u>Reporter</u>	<u>The Journal</u>
<u>Amanda Brock (did not sign in)</u>	<u>Administrator</u>	<u>Oconee County</u>



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:

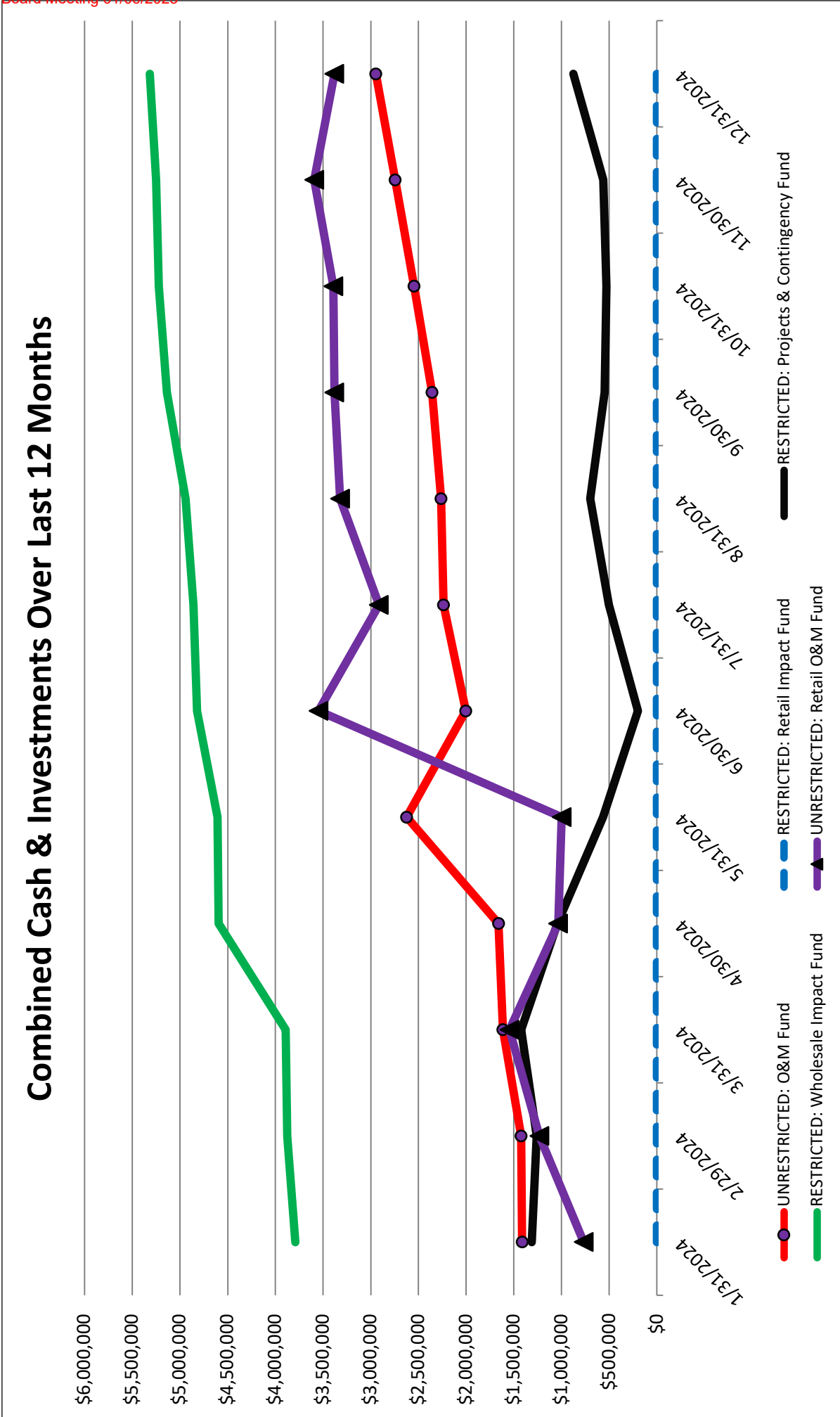
See additional sheets for investment information and trends

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	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
JANUARY							FEBRUARY							MARCH									
				1	2	3	4								1								1
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8			
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15			
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22			
26	27	28	29	30	31		23	24	25	26	27	28		23	24	25	26	27	28	29			
														30	31								
APRIL							MAY							JUNE									
				1	2	3	4	5					1	2	3	1	2	3	4	5	6	7	
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14			
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21			
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28			
27	28	29	30				25	26	27	28	29	30	31	29	30								
JULY							AUGUST							SEPTEMBER									
				1	2	3	4	5					1	2		1	2	3	4	5	6		
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8*	9	10	11	12	13			
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20			
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27			
27	28	29	30	31			24	25	26	27	28	29	30	28	29	30							
							31																
OCTOBER							NOVEMBER							DECEMBER									
				1	2	3	4								1		1	2	3	4	5	6	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13			
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16*	17	18	19	20			
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27			
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31						
							30																

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

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

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

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
Cove Utility	12/11/24	1:57	Almarada Kelley

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	\$ 76,500

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.
-
-
-
- *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

HARPER | GENERAL CONTRACTORS

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		Y		Unit Price Items		ADD	DEDUCT
Base Bid:	\$56,950.00	2				1.	Masonry Repointing	\$15.00	\$0.00
ALT i:	\$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		Y		Unit Price Items		ADD	DEDUCT
Base Bid:	\$99,822.00	2				1.	Masonry Repointing	\$117.00	\$0.00
ALT i:	\$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		Y		Unit Price Items		ADD	DEDUCT
Base Bid:	\$84,439.00	2				1.	Masonry Repointing	\$25.00	\$0.00
ALT i:	\$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 – _____



Annual Members' Meeting

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

*The Annual Members' Meeting is held in accordance with Article IV Section 1 of the
Oconee Joint Regional Sewer Authority Bylaws*

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** – OJRSA Board Chair
- B. Welcome Members and Guests** – OJRSA Board Chair
- C. Invocation and Pledge of Allegiance** – Led by Commissioner Scott Moulder
- D. Introduction of Attendees** – Led by OJRSA Board Chair
- E. Oconee Joint Regional Sewer Authority Annual Update** – Chris Eleazer, Director
- F. Attendee Questions and Comments** – OJRSA Board Chair and Chris Eleazer, Director
- G. Upcoming Meetings** *All meetings to be held in the Lamar Bailes Board Room unless noted otherwise.*
 - 1. Sewer Feasibility Implementation Ad Hoc Committee – January 9, 2025 at 9:00 a.m.
 - 2. Operations & Planning Committee – January 15, 2025 at 8:30 a.m.
 - 3. Finance & Administration Committee – January 28, 2025 at 9:00 a.m.
 - 4. Board of Commissioners – February 3, 2025 at 4:00 p.m.
- H. Adjourn**

Annual Members' Meeting

January 6, 2025

Chris Eleazer, Executive Director



OJRSA Board of Commissioners

Current Term: January 1, 2024 – December 31, 2027

Seat 1 Seneca *Bob Faires*

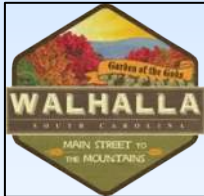


Seat 2 Seneca *Scott Moulder*

Seat 3 Seneca *Scott McLane*

Seat 4 Seneca (at large) *Marty McKee*

Seat 5 Walhalla *Celia Myers*



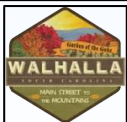
Seat 6 Walhalla *Laramie Hinkle*[^]

Seat 7 Westminster *Scott Parris*[^]



Seat 8 Westminster *Kevin Bronson*

Seat 9 Walhalla/Westminster (at large) *David Dial*



[^] Newly appointed since last Annual Members' Meeting

Sewer South Phase II

**COMPLETE!
SCDES PERMIT TO
OPERATE ISSUED IN
DECEMBER.**

NOW NEED FLOW! OJRSA will begin contacting potential customers later this week with instructions for connecting.

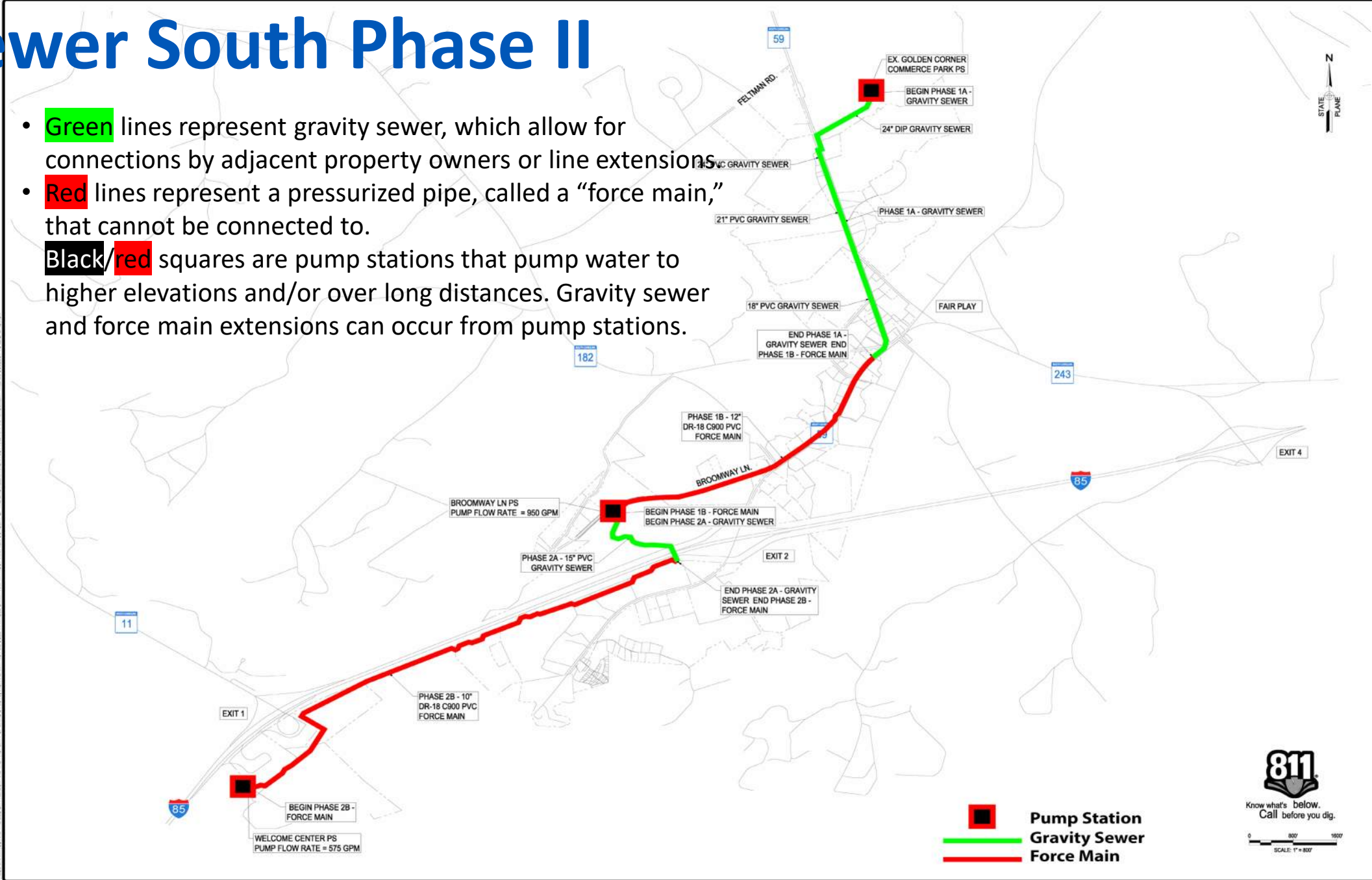
Need at least 314,000 gallons per day in the areas of I-85 exits 1 and 2 and additional 591,000 gpd at GCCP Pump Station to reduce or eliminate odor issues and degradation of facilities due to hydrogen sulfide gas.

It is very likely these facilities will need pretreatment very soon (e.g. chemical, oxidation-reduction potential, etc.).

Sewer South Phase II

- **Green** lines represent gravity sewer, which allow for connections by adjacent property owners or line extensions.
- **Red** lines represent a pressurized pipe, called a “force main,” that cannot be connected to.
- **Black/red** squares are pump stations that pump water to higher elevations and/or over long distances. Gravity sewer and force main extensions can occur from pump stations.

These drawings are the property of Davis & Floyd, Inc. and may not be used in whole or in part without written consent of the engineer/architect and any management will be subject to legal action.



DAVIS & FLOYD
SINCE 1954
www.davisandfloyd.com
154 MILLESTONE HWY., SUITE 200
GREENVILLE, SC 29615
(864) 327-0800

OCCONEE JOINT REGIONAL SEWER AUTHORITY
FAIR PLAY, SOUTH CAROLINA
CURSA 185 CORRIDOR SEWER EXPANSION

OVERALL SEWER SYSTEM MAP

NO.	DATE	BY	CHKD.	APP.
1	JUNE 2023	MJP		
2		MJP		
3		DF		
4		DF		

EXHIBIT

811
Know what's below.
Call before you dig.

SCALE: 1" = 800'



I-85 Phase II: Welcome Center Pump Station



I-85 Sewer Phase II: Pulling force main pipe beneath lake



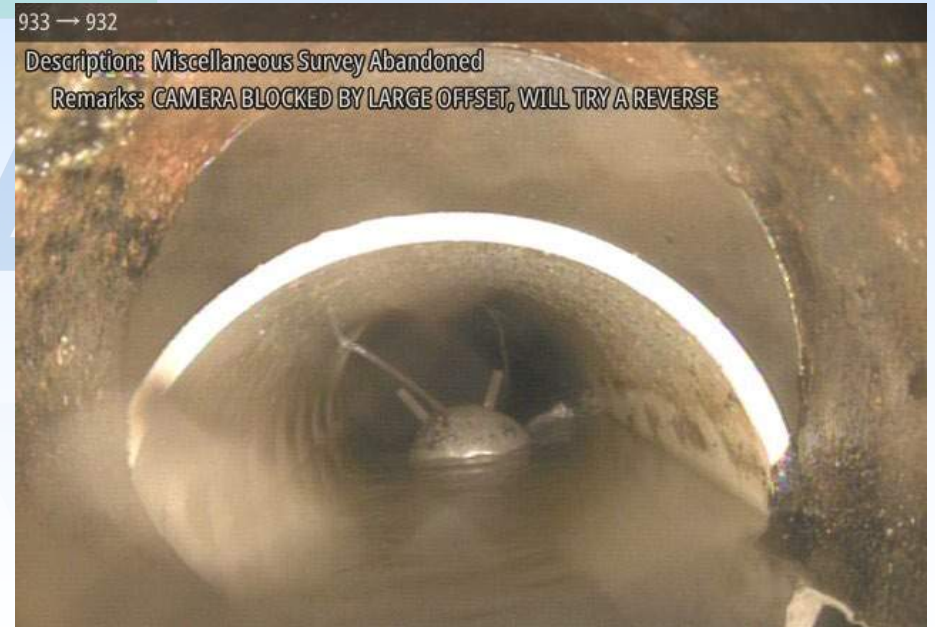
I-85 Sewer Phase II: Installing force main in right-of-way



I-85 Sewer Phase II: Broomway Lane Pump Station



Began fats, oils, and grease inspections



CCTV footage showing offset pipe beneath US 123



Flooding during Hurricane Helene – September 27



After Helene's floodwaters receded – September 28



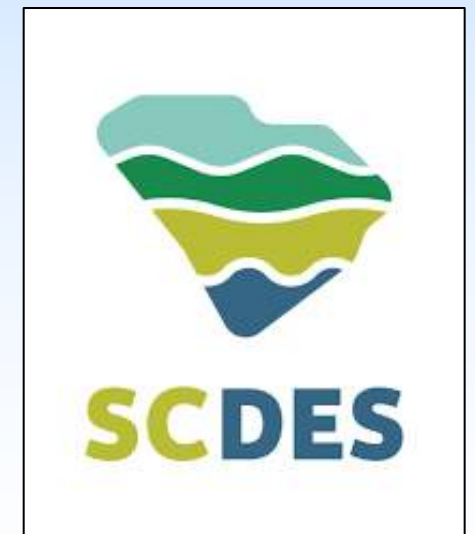
Point repair on broken line



Public meeting for creation of 20-year sewer master plan



New Duck Pond Pump Station (replacement of Flat Rock PS)



South Carolina Department of Environmental Services replaces SCDHEC

OJRSA Compliance

SAFETY

- Employees worked a total of 31,331 hours YTD through November 2024
- Lost-time accidents – 0
- OSHA violations – 0
- Flagger training held with SC Rural Water Association



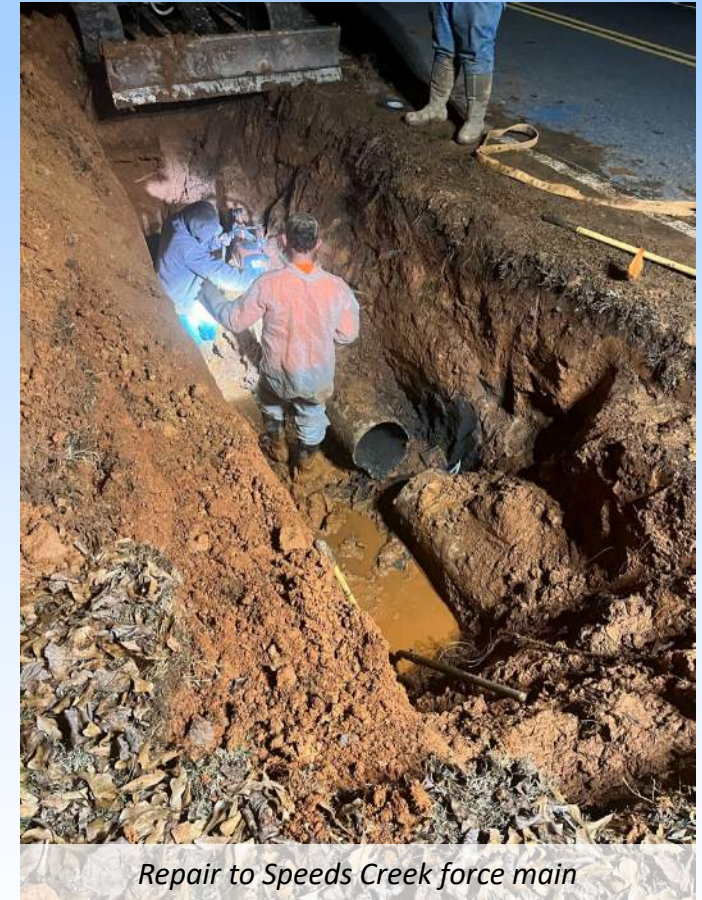
OJRSA Compliance

CONVEYANCE SYSTEM

2021 CONSENT ORDER still in effect

Sanitary Sewer Overflows

- 17 known spills totaling approximately 5,384,350 gallons (*8 due to Hurricane Helene = 5,275,800 gallons*)
- 1 Significant Spill (13,750 gallons)
- 13 reportable to DHEC (by R.61-9 and NPDES Permit requirements)
- 10 weather-related (8 due to Hurricane Helene)
- 2 on Speeds Creek pump station force main (14 since 2016)



OJRSA Compliance

OJRSA CONERROSS CREEK WWTP
(3BV8-M848-TN3)
Violation List

No Violations Found

Comment from SCDHEC inspection report, April 2024

WATER RECLAMATION FACILITY

- DHEC (SCDES) inspection March 2024 – **SATISFACTORY with no deficiencies noted** (*12 page inspection check sheet!*)
- Waiting on from SC Department of Environmental Services (SCDES)...
 - Updated NPDES Permit, which may lead to additional monitoring requirements (e.g., PFAS, chromium, etc.)
 - Construction permit to convert to peracetic acid from chlorine gas/sodium bisulfate

OJRSA Compliance

The review indicates that the permit requirements evaluated during the inspection were being met, resulting in a rating of **Satisfactory**. Therefore, no response is necessary.
Comment from SCDHEC inspection report, April 2024

PRETREATMENT PROGRAM

- SCDHEC (now SCDES) Pretreatment Performance Audit in March 2024 – **SATISFACTORY with no deficiencies noted (34 page inspection check sheet!)**
- 19 Significant Industrial Wastewater Discharge Permit facilities monitoring a total of 326 pollutant parameters (through November)
 - 99.80% compliance rate (does not include late DMR reporting)
 - 14 facilities in full compliance
 - 1 Significant Non-Compliance (SNC) and 4 minor violations issued to 5 industries *[there were multiple violations at 1 site]*
 - 0 Consent Orders issued to permitted users *[closed out 1 in 2024]*
- 1 Nonsignificant Source Wastewater Discharge Permit User
 - Continuing corrective action on a Consent Order issued in 2022
- Compliance assistance offered to FOG facilities

OJRSA Compliance

LABORATORY

- No SCDES inspection during 2024
- Have outsourced some functions to independent lab

STORMWATER

- No SCDES inspection during 2024
- Continued making site improvements to comply with 2022 *NPDES General Permit for Stormwater Discharges Associated with Industrial Activities*
- No permit violations, all samples obtained and self inspections were performed as required in Permit and SWPPP. Corrective actions were taken as necessary.

SCDES Enforcement Update

Consent Order (issued 2021 but still active)

Causes of Order

1. SSOs in 2019-2020
 - Two non-Act of God, vandalism, or third party caused (61,500 gal); *Violation of SC Code § 48-1-90(A)(1) and SC Code §48-1-95(D)(1)*
 - Four Acts of God caused (736,000 gal)
2. Unsatisfactory Collection System Inspection – Flat Rock Pump Station overflows, structural issues, and trash in wet well
3. Failure to enforce Sewer Use Regulation – I/I removal and fats, oils, and grease (FOG)

Required to

1. Perform capacity, management, operation, and maintenance (CMOM) assessment
2. Reduce inflow and infiltration (I/I)
3. Update and enforce Sewer Use Regulation on upstream systems and users

Finced \$7,000 by SCDHEC

SCDES Enforcement Update

Consent Order (issued 2021 but still active)

Significant progress made on requirements in 2024

- Completed replacement of Flat Rock Pump Station
- Replaced 340 linear feet of 15-inch gravity sewer and performed necessary point repairs ahead of larger rehabilitation project. Scheduled start: early 2025
- Completed design for 20,685 linear feet of gravity sewer and 700 vertical feet of manholes to address defects identified during FY 2023 inspection. Project was advertised and awarded. Scheduled start: early 2025
- Completed over 68,000 linear feet (12.9 miles) of pipe cleaning, CCTV inspection, and smoke testing, as well as and performed approximately 500 NASSCO Level One manhole inspections
- Repaired manholes on Choestoea gravity sewer south of Westminster
- Began working with cities on Corrective Action Plans to reduce inflow and infiltration impacting OJRSA system
- Began rate and cost of service analysis by third party (also required as part of Regional Sewer Feasibility Study)

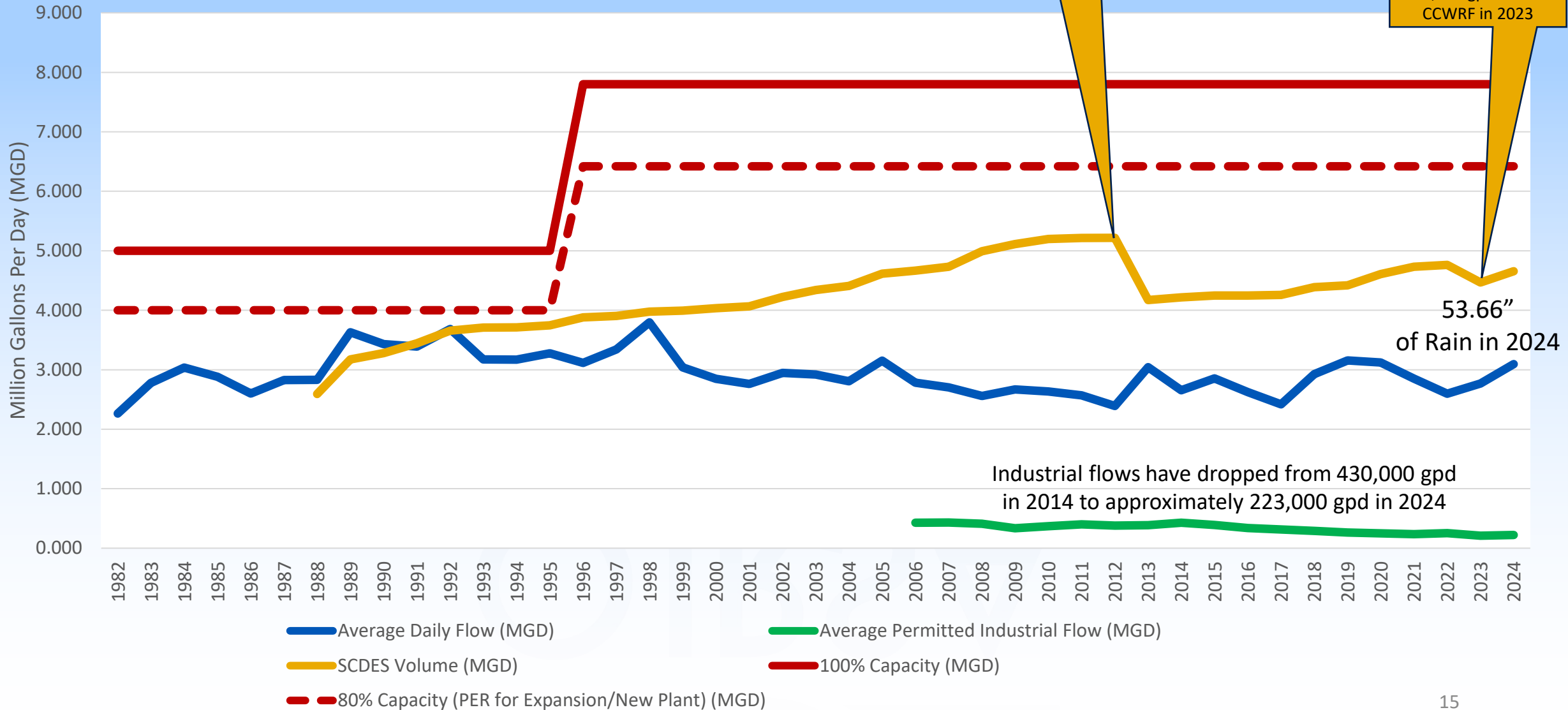
SCDES Enforcement Update

Consent Order (issued 2021 but still active)

Anticipated projects for 2025

- Complete rehabilitation for up to 29,000 linear feet of pipe and perform as much of the work as possible using SCIP grant funds
- Construction to begin – and possibly end – for Seneca Creek Force Main replacement
- Consider funding for design phase of system rehabilitation projects based on CMOM CCTV/clean/inspection performed during FY 2024
- Continue work with cities to monitor, assist, and report actions taken to address deficiencies in their system as part of their Corrective Action Plans and Regional Sewer Feasibility Implementation programs
- Design replacement of Speeds Creek Force Main and seek funding sources for 2026 construction project
- Identify elevations to raise manholes to in order to prevent inflow during flooding events. ***This was requested by SCDES after Hurricane Helene to prevent OJRSA from shutting down treatment plant and pump stations. See “during/after” photos from earlier in presentation).***

Flows



User Rates

- Still the same as reported in January 2024...Board approved use of base + volumetric rate for sewer (charge per 1,000 gallons), became effective July 1, 2023
- Rate and cost of service study being performed by Willdan Financial. Recommendations and results expected by March 2025 (to be addressed during Regional Sewer Feasibility Implementation project).

O&P COMMITTEE to BOARD 10/19/2022: RESIDENTIAL BASE + VOLUME, NONRESIDENTIAL BASE + VOLUME; MASTER METERS BILLED AS NONRESIDENTIAL

F&A Worksheet: November 21, 2022

Average TOTAL sewer gallons billed by cities FY 2022	56,457,682
RESIDENTIAL sewer gallons billed by cities FY 2022	30,446,358
Nonresidential sewer gallons billed by cities FY 2022	26,011,324

OJRSA Revenue/Year from Cities	\$5,077,763
Includes Contingency % of Months/Year	0.00% / 12
Revenue Needed/Month	\$423,147
% Collected from Residential	53.93%
% Collected from Nonresidential (w master)	46.07%

DATA COLLECTED FROM CITIES WEEK OF JUNE 20, 2022		
# Residential Customers	7,938	
# Commercial Customers	888	81.17%
# Industrial Customers	31	2.83%
# Institutional Customers	175	16.00%
TOTAL NON-RES CUST	1,094	
TOTAL CUST	9,032	

Residential User Rates

Residential Volume/Month	30,446,358 gallons	= RESIDENTIAL sewer gallons billed by cities
Res 1,000 GAL/MONTH	30,446 x 1,000 gallons	= Residential Volume/Month / 1,000 gallons
Revenue Needed/Month for Residential	\$228,193.61	= Revenue/Month x % Collected from Residential
Base Residential Rate/Month	\$10.00 /month	= As set by OJRSA
Residential Total Fees Collected from Base Rate	\$79,380.00	= Base Residential Rate/Month x # Residential Customers
Residential Volumetric Cost/1,000 GAL	\$4.89 /1,000 gallons	= (Revenue Needed/Month for Residential - Residential Total Fees Collected from Base Rate) / Res 1,000 GAL/MONTH
Amount Revenue Generated from Residential Volumetric	\$148,882.69	= Res 1,000 GAL/MONTH x Residential Volumetric Cost/1,000 GAL

Nonresidential User Rates

Nonresidential Volume/Month	26,011,324 gallons	= Nonresidential sewer gallons billed by cities
Non-Res 1,000 GAL/MONTH	26,011 x 1,000 gallons	= Nonresidential Volume/Month / 1,000 gallons
Revenue Needed/Month for Nonresidential	\$194,953.30	= Revenue/Month x % Collected from Nonresidential
Base Nonresidential Rate/Month	\$15.00 /month	= As set by OJRSA
Nonresidential Total Fees Collected from Base Rate	\$16,410.00	= Base Nonresidential Rate/Month x TOTAL NON-RES CUST
Nonresidential Volumetric Cost/1,000 GAL	\$6.87 /1,000 gallons	= (Revenue Needed/Month for Nonresidential - Nonresidential Total Fees Collected from Base Rate) / Non-Res 1,000 GAL/MONTH
Amount Revenue Generated from Nonresidential Volumetric	\$178,697.80	= Non-Res 1,000 GAL/MONTH x Nonresidential Volumetric Cost/1,000 GAL

TEST

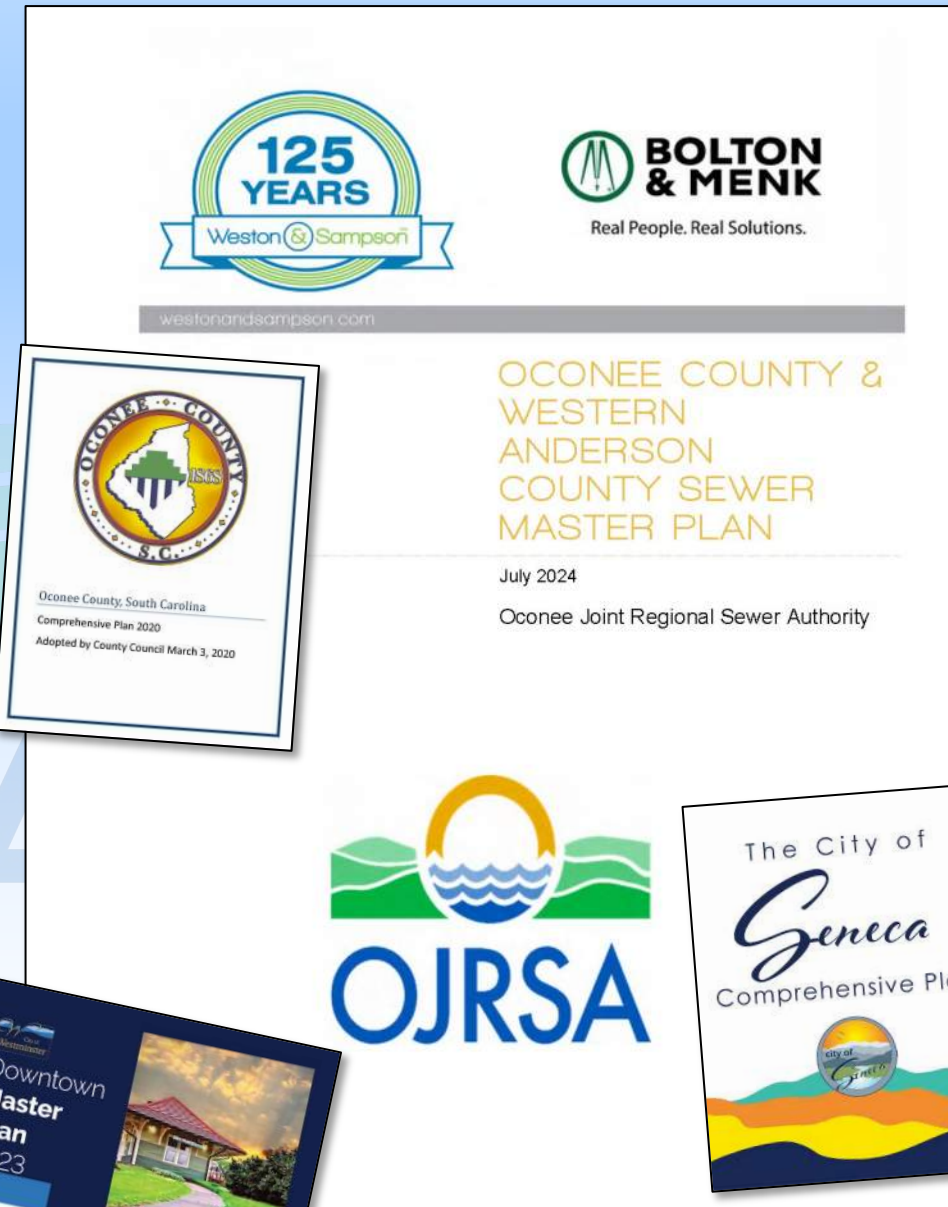
Revenue Needed/Month	\$423,147	= Revenue/Month
TOTAL RESIDENTIAL REVENUE RECEIVED/MONTH	\$228,263	= Residential Total Fees Collected from Base Rate + (Res 1,000 GAL/MONTH x Residential Volumetric Cost/1,000 GAL)
TOTAL NONRESIDENTIAL REVENUE RECEIVED/MONTH	\$195,108	= Nonresidential Total Fees Collected from Base Rate + (Non-Res 1,000 GAL/MONTH x Nonresidential Volumetric Cost/1,000 GAL)
TOTAL REVENUE/MONTH	\$423,370	= TOTAL RESIDENTIAL REVENUE RECEIVED/MONTH + TOTAL NONRESIDENTIAL REVENUE RECEIVED/MONTH
TEST -- Balance Must Be ≤ \$0	-\$223.58	= Revenue Needed/Month - TOTAL REVENUE/MONTH

Residential Base + Volume, Nonresidential Base + Volume; Master Meters Billed as Nonresidential

	Gallons of Wastewater Billed Per Month											
	0	1,000	2,000	3,000	4,000	5,000	10,000	15,000	20,000	25,000	30,000	50,000
Residential	\$10.00	\$14.89	\$19.78	\$24.67	\$29.56	\$34.45	\$58.90	\$83.35	\$107.80	\$132.25	\$156.70	\$254.50
Nonresidential	\$15.00	\$21.87	\$28.74	\$35.61	\$42.48	\$49.35	\$83.70	\$118.05	\$152.40	\$186.75	\$221.10	\$358.50

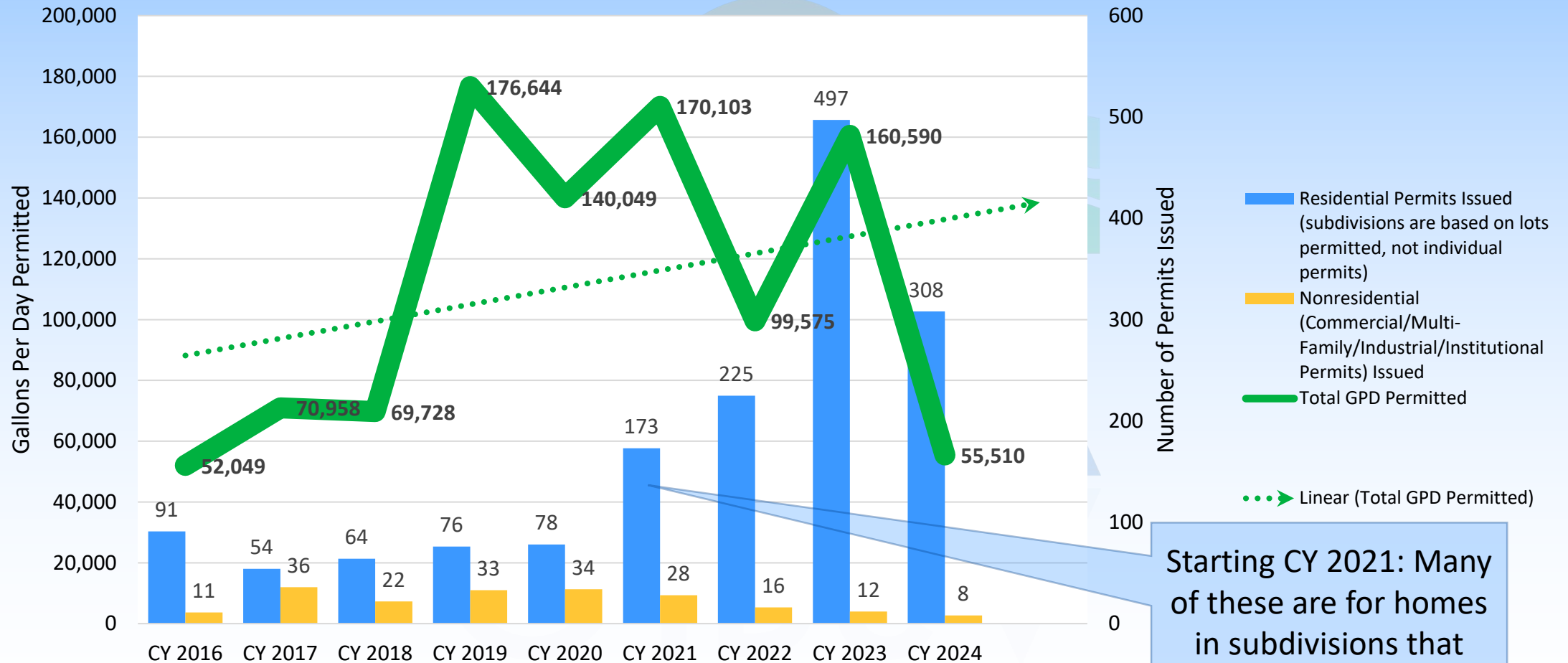
20-Year Sewer Master Plan

- Multi-year wastewater plan completed in mid-2024
- Considered
 - Population growth
 - Current and projected land use
 - Condition of current infrastructure
 - Pipeline expansion for new growth
 - Discharge permit parameters and receiving waterbodies
 - Additional treatment plant(s)



Growth

Flow Permitted and Types of Permits Issued by Year

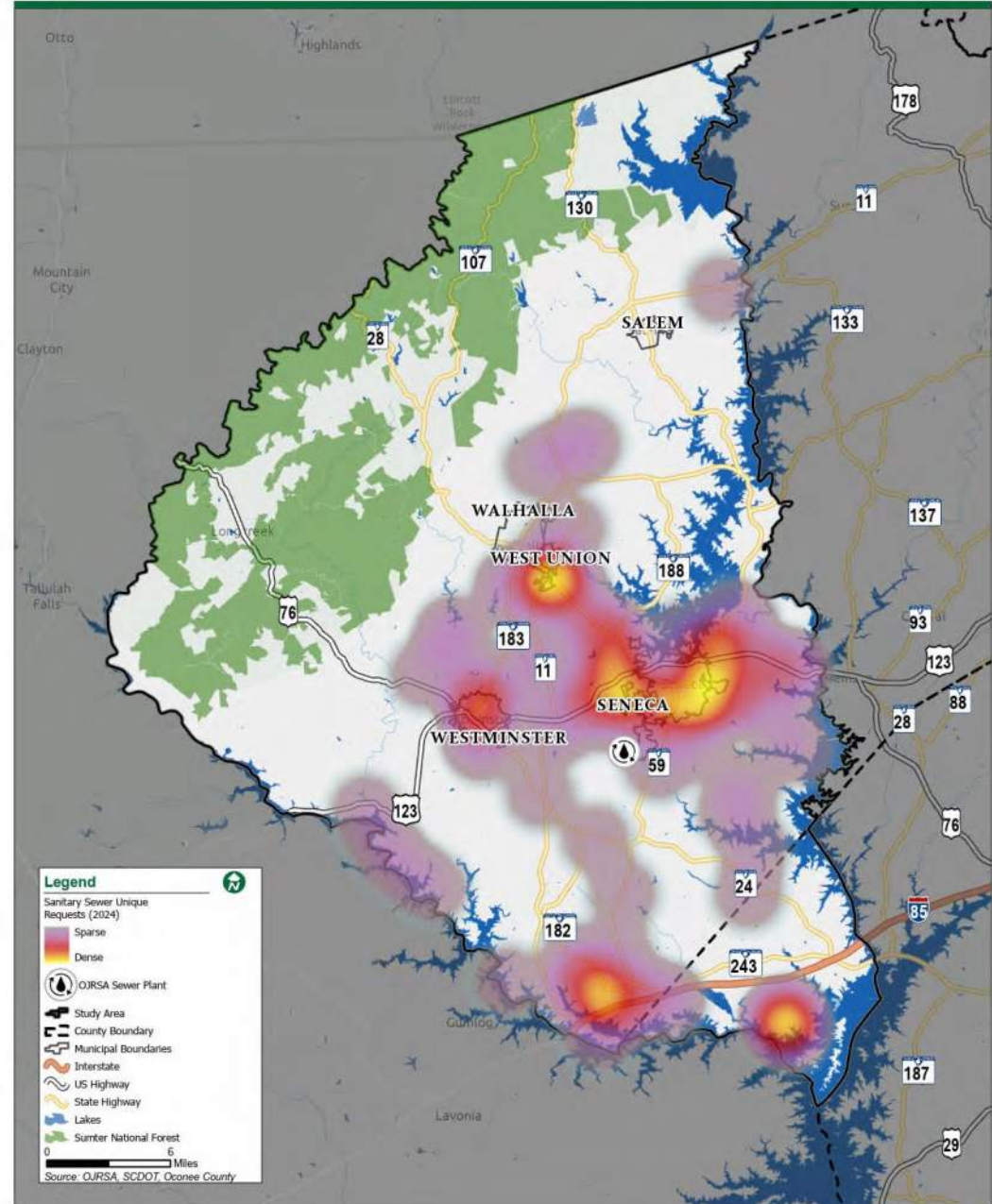


Starting CY 2021: Many of these are for homes in subdivisions that have not been built yet

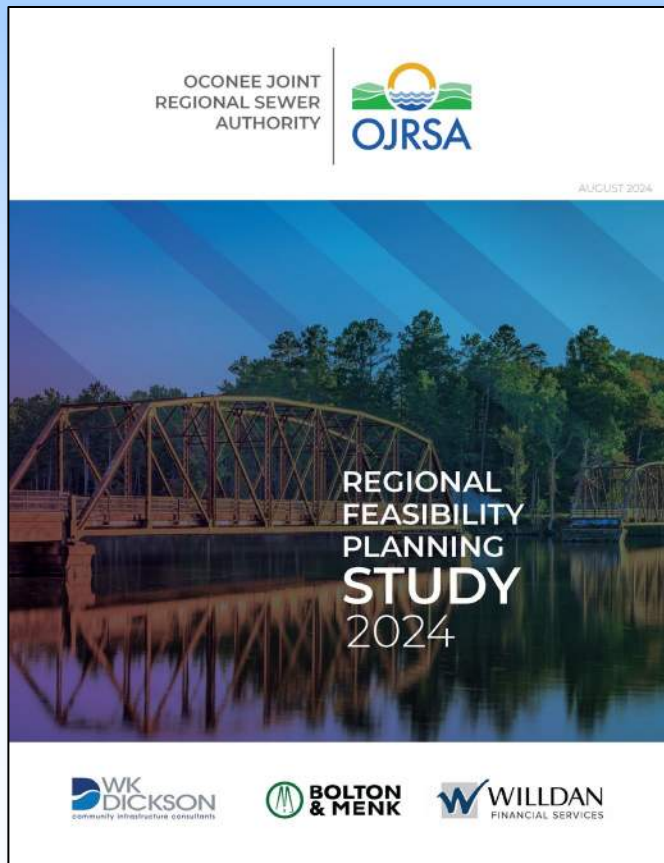
Growth

REQUESTS FOR SEWER AVAILABILITY TO SPECIFIC PARCELS DURING 2024...

- 127 inquiries answered by OJRSA Executive Director (some may be to the same parcel)
- Inquiries covered 4,134 total acres
- Requests per general area of sewer provider
 - Seneca – 50
 - Walhalla – 26
 - Westminster – 15
 - Fair Play / I-85 Corridor – 15
 - Not In Defined Service Area or Unknown – 11 (e.g., Tokeena Crossroads, Salem, etc.)
 - Anderson County – 9
 - West Union – 1



Regional Sewer Feasibility Study



Completed July 2024. This project consisted of the development of a comprehensive feasibility study to determine if regionalizing sewer collection, conveyance, and treatment in Oconee County, South Carolina and a portion of Anderson County* will streamline service delivery and enhance the success of the community and its quality of life.

* Area west of Seneca River portion of Lake Hartwell to Exit 4/Oconee County line

Regional Sewer Feasibility Study

EVALUATED

- Governance structures
- Revenues and finances
- Environmental compliance
- Utility resources
- Efficiency in operations

SYSTEM OWNER

- OJRSA

KEY STAKEHOLDERS

- City of Seneca
- City of Walhalla
- City of Westminster
- Oconee County
- Town of West Union



Regional Sewer Feasibility Study

RECOMMENDATIONS

Two Governance Options

1. Complete Revision to the Current OJRSA Agreement

includes 8 sub-recommendations

-or-

2. Consolidation with an Interested Multi-County Utility Organization

-and-

Consider Consolidation of Systems



Regional Sewer Feasibility Study

Primary: Complete Revision to the Current OJRSA Agreement

1. Modify the OJRSA Board composition - Five members to include one representative from Oconee County, Seneca, Walhalla, Westminster. The final one is TBD.
2. Establish Board member vote allocation/weighing policy
3. Establish debt approval policies, as allowed by the governing state statute.
4. Establish triggering action(s) and process for adding new members.

Continued next slide

Regional Sewer Feasibility Study

5. Establish processes and procedures that would allow OJRSA to own, operate, and maintain retail sewer collection assets or assets from other sewer entities in the county, if desired by stakeholders.
6. Establish equitable rate structure(s).
7. Establish how growth will be funded.
8. Establish the term of the new agreement.

Regional Sewer Feasibility Implementation

OJRSA Action Items

September 9, 2024

OJRSA Board of Commissioners accept study

November 13, 2024

Establish an 11-member ad hoc committee

December 6, 2024

Receive legal options on the two governance options provided in recommendations (revise current agreement vs. consolidation with another multi-county utility)

March 10, 2025

Complete a financial/rate cost of service study—to include 20-year master plan—by qualified utility financial consultant

May 13, 2025

Ad hoc committee to present to OJRSA Board and County next steps and recommendations

CITIES/COUNTY Action Items

December 6, 2024

Authorize the completion of individual sewer collection system capital improvement plan (CIP)

June 6, 2025

Complete a financial/rate cost of service study by qualified utility financial consultant. Study to be based on CIP and 2024 OJRSA 20-Year Sewer Master Plan.



Regional Sewer Feasibility Implementation

Key Satellite Sewer System Stakeholder Action Items

Harry M. Lightsey III
Chairman



South Carolina
Rural Infrastructure Authority

September 30, 2024

via email

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

Re: Grant #RG-23-5006 – Reorganizational Models for Oconee Joint Regional Sewer Authority– Grant Monitoring

Dear Mr. Eleazer,

In September 2024, a desk monitoring was conducted to review the activities carried out by the Oconee Joint Regional Sewer Authority under the above-referenced SC Rural Infrastructure Authority (RIA) grant.

The purpose of this review was to determine if activities are being implemented in accordance with the Grant Agreement and RIA's Project Management Procedures and to provide technical assistance as necessary.

1. Staff person conducting the review:
Sophia Mazza
2. Areas reviewed:
Program Progress, Program Accomplishments, Procurement and Project Management, Financial Management, Project Management and Record Keeping

Attached is a report of the results of this review. Should you require further assistance, please do not hesitate to contact me at (803)760-9907 or smazza@ria.sc.gov.

Sincerely,


Sophia Mazza
Grant Manager

5. PROGRAM ACCOMPLISHMENTS

The project prepared a Regional Feasibility Planning Study that evaluated the existing conditions of the collective sewer operations in Oconee County, specifically the key stakeholders' technical, operational, financial, and environmental compliance. This evaluation informed recommendations around sewer governance structures for Oconee County to promote viability now and in the future. The project benefitted the 9,032 customers of the OJRSA and participating sewer systems. The participating sewer systems include Oconee County, City of Seneca, City of Walhalla, City of Westminster, and Town of West Union.

The draft study was submitted to RIA for review in August 2024. Upon review, the study was determined to be consistent with the approved scope of the grant and the professional services contract. The Authority was notified of this in August 2024.

The final study recommended a complete revision to the existing organizational agreement for Oconee Joint Regional Sewer Authority and offered consolidation as a secondary recommendation should the former be ineffective or unfeasible. It also encouraged continued conversations and studies surrounding this issue to vet the implementation of these recommendations. The efforts to act on the 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.

OJRSA Requests for Satellite Systems

PARTICIPATE IN

- Regional Sewer Feasibility Implementation program as requested by RIA
- Corrective Action Plan as requested by OJRSA as part of agency's Consent Order requiring enforcement of OJRSA Sewer Use Regulation

CONTINUE WITH

- Seeking inflow and infiltration (I&I) sources and take appropriate corrective actions
- Budgeting for future repairs and growth
- Gathering GPS/GIS information for mapping, hydraulic model, and asset management purposes – *More information to be sent to cities soon*
- Assisting OJRSA with enforcement regulation
- Seeking ways to eliminate hydrogen sulfide (H₂S) gas from being discharged to OJRSA system – OJRSA and SCDES has received numerous complaints
- Refraining from pushing debris into OJRSA lines when cleaning pipes. Remove it using baskets, vac truck, or other such methods.

COMPLETING

- Capital Improvement Plan (per Feasibility Study and Corrective Action Plan)
- Biannual reviews requested by OJRSA to submit to SCDES per OJRSA Consent Order (due to OJRSA each April 30 and October 31 until Consent Order closed)
- Financial/rate cost of service study requested in Feasibility Study



Grease build up on an OJRSA line that was "jetted" from a Member City line into the trunk sewer

Schedule a Tour!



The Coneross Creek Water Reclamation Facility provides an essential service that powers our community's economic engines and improves our quality of life!

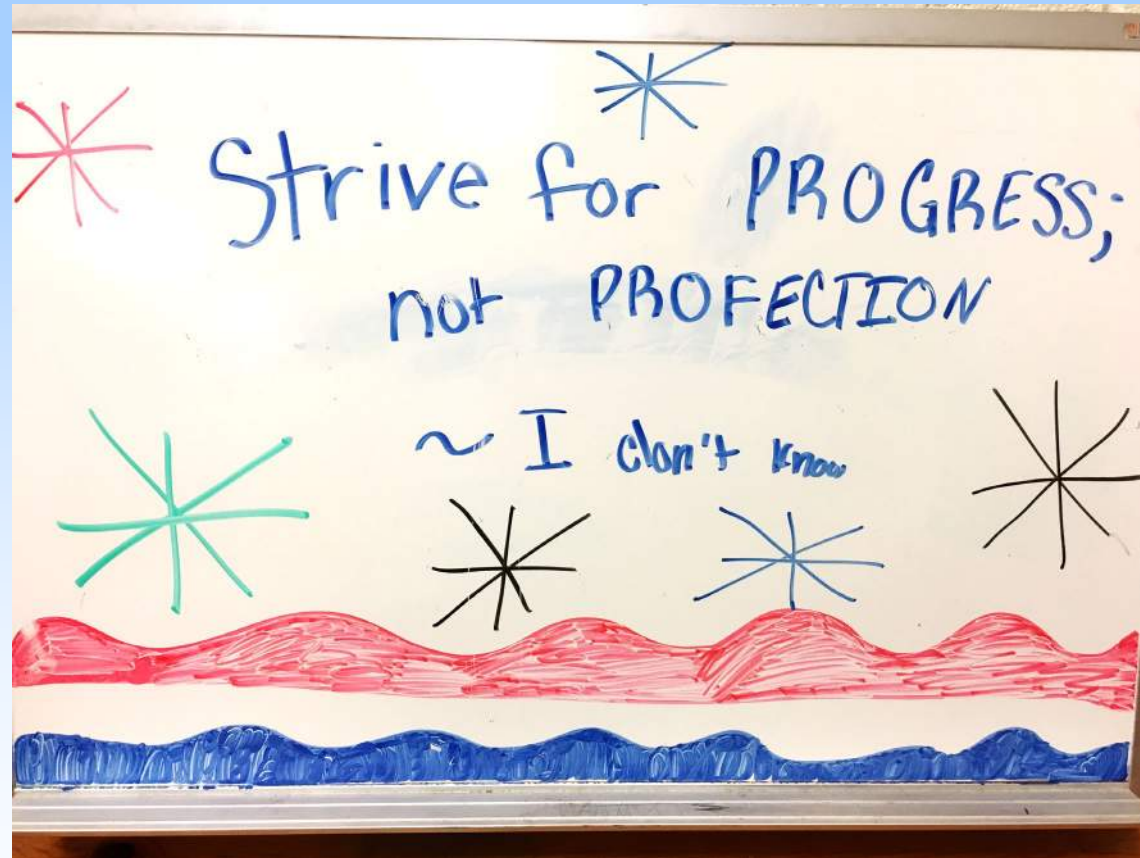
Contact us

chris.eleazer@ojrsa.org

kyle.lindsay@ojrsa.org

864-972-3900

Questions, Comments, and Closing



OJRSA Board Chair

Chris Eleazer
Executive Director



Oconee Joint Regional Sewer Authority

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

OCONEE JOINT REGIONAL SEWER AUTHORITY

Ad-Hoc Sewer Feasibility Implementation Committee

January 9, 2025

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

Commissioners/Committee Members that were present:

- 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) – *via phone call*
- Scott Willett (Anderson Regional Joint Water System)

Committee Members that were not present:

- Graham Rich, Committee Chair (Citizen - formerly worked for ReWa) – *Resigned from committee prior to meeting.*

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))
- Lawrence Flynn, (Pope Flynn - OJRSA Attorney)
- Angie Mettlen (Vice President, WK Dickson)
- Katherine Amidon (Environmental Planner, Bolton & Menk)
- Andrea Kelley (Reporter, The Journal)
- David Root, Oconee County Attorney

A. Call to Order – Mr. Bentley called the meeting to order at 9:03 a.m.

B. Presentation and Discussion Items

- 1. Consideration for Proceeding Without Committee Member/Chair Graham Rich, Who Resigned from the Committee Due to Health Reasons** – Mr. Bentley stated that Mr. Rich resigned from the committee and the committee will need to decide whether to replace his seat or not. Mr. Bentley said he discussed this with Mr. Eleazer and Ms. Mettlen, and it is felt that there are enough members remaining on the committee that have the expertise to continue without the seat being filled.

Mr. Bentley asked if the committee was good with that, and they were. He asked Mr. Eleazer if the board was okay with that, and Mr. Eleazer replied there were no negative comments when he brought it up at the board meeting this week.

- 2. Clarify Ex Officio Member and Committee Chair Roles and Responsibilities** – Mr. Bentley clarified that the Ex Officio Member will provide information to the committee; however, the committee chair will run the meeting.

3. Elect a New Chairperson for the Committee

Ms. Brock nominated, seconded by Mr. Jones, Ms. Schneider for committee chair.

Ms. Schneider explained that she has some frequent trips coming up as well as a scheduled surgical procedure in April and doesn't believe she is the person to hold this position at this time.

Ms. Brock rescinded the nomination.

Ms. Schneider nominated, seconded by Mr. Willett, Mr. Jones for committee chair. The nomination carried with a vote of: Yea: 8; Nay: 1 (Joel Jones).

4. Review Roles and Process for Executive Session Procedures; Agenda Development, Email Communications, and Meeting Minutes – Mr. Bentley stated this and all future meetings for this Committee will be held in open session; however, items may come up that can be discussed in Executive Session. He added that he and Mr. Jones will work on all the agendas. He asked that any questions or comments be emailed to Mr. Eleazer or Ms. Stephens, and they will be forwarded to the committee members via blind copy.

Mr. Eleazer added that he will not take the minutes to the OJRSA board as final until this committee has approved them.

5. Review and Discussion of Background Information (Exhibit A; Also Included in Regional Feasibility Planning Study 2024 Appendix B) – Mr. Bentley asked if everyone got a chance to review the information, and everyone on the committee had reviewed it. Mr. Jones asked if anything seemed inaccurate, and all committee members did not see any inaccuracies. Ms. Mettlen stated there were some demographic questions and added that the information she provided in the study came directly from each entity.

C. Public Comments – None.

D. Approval of Ad Hoc Committee Minutes

- December 2, 2024

Mr. Eleazer motioned, seconded by Ms. Schneider, to approve the December 2, 2024 Ad Hoc Committee minutes as presented. The motion carried.

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

- Receive Legal Advice and Information Regarding Future Reorganization or Consolidation with Another Multi-County Utility Organization. *[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.]*

At 9:15 a.m., Ms. Schneider motioned, seconded by Mr. Eleazer, to enter Executive Session to receive legal advice and information regarding future reorganization or consolidation. The motion carried.

At 11:01 a.m., Ms. Schneider motioned, seconded by Mr. Parris, to return to Regular Session. The motion carried.

Mr. Jones stated that the committee discussed the items on the agenda in Executive Session and took no action.

F. Discussion Items

- 1. General Discussion Among Committee Members Regarding Reorganization or Consolidation with Another Multi-County Utility Organization** – Mr. Jones stated that the committee recommends OJRSA’s legal representation move forward with Option #2 (reconstitution of the current agency), with possible statutory changes as needed for a hybrid reconstitution of the board and asked for this to be brought before the OJRSA board.
- 2. Public Comments Following Discussion About Reorganization or Consolidation Options** – Ms. Kelley asked what was meant by “hybrid.” Mr. Jones replied that there were three (3) options in the memo that was discussed, and two (2) of the options were eliminated. One of the options was to reconstitute the organization (structure and representation); however, that may not work, and the statutory changes may provide other options. Mr. Bentley said the statutory changes may facilitate the reconstitution, as there are currently some hurdles to get over. Mr. Eleazer added that he will ask the board at their February meeting to release the memorandum to the public.

G. Committee Action Items

- 1. Action on Items Discussed in Executive Session, if Any** – None.
- 2. Agenda Items for Next Meeting** – Will be drafted by Mr. Jones and Mr. Bentley.
- 3. Confirm Date for Next Meeting, Which Is Scheduled for Thursday, February 13, 2025 at 9:00 a.m.**
– The meeting was confirmed by committee members.

H. Upcoming OJRSA Meetings

- **Operations & Planning Committee** – Wednesday, January 15, 2025 at 8:30 a.m.
- **Finance & Administration Committee** – Tuesday, January 28, 2025 at 9:00 a.m.
- **Board of Commissioners** – Monday, February 3, 2025 at 4:00 p.m.
- **Sewer Feasibility Implementation Ad Hoc Committee** – Thursday, February 13, 2025 at 9:00 a.m.

Ms. Schneider asked if there was anything additional to read. Ms. Mettlen said she will provide information to the committee if it is determined by Mr. Jones and Mr. Bentley to be on the next agenda.

Mr. Flynn asked if he should begin to investigate the statutory changes. Mr. Eleazer replied that the board would have to discuss and approve that before he can begin.

I. Adjourn - The meeting adjourned at 11:06 a.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: _____

Approved By: _____
Lynn M. Stephens
OJRSA Secretary/Treasurer

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.



Ad Hoc Sewer Feasibility Implementation Committee

OJRSA Operations & Administration Building

Lamar Bailes Board Room

January 9, 2025 at 9:00 a.m.

This advisory 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.

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** – Chip Bentley, Facilitator
- B. Presentation and Discussion Items** *[May include vote and/or action on matters brought up for discussion]*
 - 1. Consideration for proceeding without Committee Member/Chair Graham Rich, who resigned from the committee due to health reasons – Chip Bentley, Facilitator
 - 2. Clarify Ex Officio member and Committee Chair roles and responsibilities – Chip Bentley, Facilitator
 - 3. Elect a new Chairperson for the committee – Chip Bentley, Facilitator
 - NEWLY ELECTED CHAIR WILL PRESIDE OVER REMAINDER OF MEETING**
 - 4. Review Roles and process for Executive Session procedures; agenda development, email communications, and meeting minutes – Committee Chair
 - 5. Review and discussion of background information (Exhibit A; also included in Regional Feasibility Planning Study 2024 Appendix B) – Committee Chair
- C. Public Comment** – 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.
- D. Approval of Ad Hoc Committee Minutes**
 - December 2, 2024 – Committee Chair
- E. Executive Session** *NOTE: Committee may act on matters discussed in executive session upon returning to open session*
 - Receive legal advice and information regarding future reorganization or consolidation with another multi-county utility organization. *[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.]*
- F. Discussion Items** – Led by Committee Chair
 - 1. General discussion among committee members regarding reorganization or consolidation with another multi-county utility organization.
 - 2. Public comments following discussion about reorganization or consolidation options.
- G. Committee Action Items** – Led by Committee Chair

1. Action on items discussed in Executive Session, if any.
2. Agenda items for next meeting.
3. Confirm date for next meeting, which is scheduled for Thursday, February 13, 2025 at 9:00 a.m.

H. Upcoming Meetings *All meetings to be held in the Lamar Bailes Board Room unless noted otherwise.*

- 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.
- Sewer Feasibility Implementation Ad Hoc Committee – February 13, 2025 at 9:00 a.m.

I. Adjourn



REGIONAL SEWER FEASIBILITY STUDY

Initial Stakeholder Meetings:

Oconee County/City of Seneca/Town of Westminster/Town of Walhalla/Oconee Joint Regional Sewer Authority

Main Discussion Notes

November 8, 2023

1. How is the current organizational model working? What are strengths/challenges?

- The County is now more involved in the “conversation” than in the past.
- There is more communication and a better relationship between the County and the Authority than in previous years.
- Board members work well together. Most feel that they can express opinions and be heard, even if not everyone agrees.
- Board conversation are now more about capital investments and organizational improvements rather than rates/allocations
- OJRSA consent order is a positive. It forced a reset to begin strategic planning. There is a common goal now.
- Tough decisions were made to increase rates but now are seeing a strengthening in financial strength of the Authority.
- Change in the way the Authority bills the municipalities has been very beneficial for all. Reduced burden on staff. It is now based on customer water usage as opposed to fluctuating flow contributions. Although it stemmed from the lawsuit, there has been a positive outcome.
- Although board members have agreement on many issues, it may be a ‘fragile peace.’ Still issues around control based on where growth is occurring.
- There are inconsistencies/misalignment with Authority organizational documents/agreements.



REGIONAL SEWER FEASIBILITY STUDY

- Current organizational model makes county involvement more difficult.
 - The sewer is the growth and power. The member cities have benefited from this, but not the County.
 - Authority Board members are being asked to do county-wide planning through where sewer is being installed. That is not their job.
 - Because Authority Board members are either elected officials or employees of the member municipalities, it is like they serve two masters and that is difficult.
 - Authority Board members from the smaller member municipalities feel pressure from their residents/customers.
2. **What are some of the real and/ or perceived issues with the current organizational model or any modifications to it?**
- The current structure of the Board was very intentional. It was all to control growth.
 - The other municipalities feel that Oconee County and Seneca will always vote together and would dominate if they have a seat on the Board.
 - It would be better accepted if each of the municipalities had an equal vote.
 - The County's view is that the Authority Board does not want their opinion, but they want their money.
 - The Board understands that the County needs to help them decide where sewer will be extended into the unincorporated areas. The current structure "doesn't work."
 - County is making decision on sewer without involving the Authority (e.g., \$25MM GO Bond for sewer). This also gives the perception that the County is pushing for Greenville-like growth and not considering the agriculture industry (top industry in county).
 - The Authority cannot issue debt for capital projects without unanimous approval from the elected officials of all member cities.
 - The member municipalities do not want the Authority to spend money that does not directly benefit their residents.



REGIONAL SEWER FEASIBILITY STUDY

- Enforcement of sewer regulations is not consistent. All municipalities adopt the Authority's sewer use regulations but the way it is enforced is different.
 - The level of investment in individual collection systems is different but reduction of I/I is an issue for the Authority.
 - Rates (affordability) is always a concern, especially for smaller member municipalities.
- 3. What are some of changes that could be made to the current organizational model that may be an improvement?**
- The County needs a seat on the Board. This would improve communication around sewer and growth because much of the growth is occurring outside the incorporated municipalities.
 - Either reduce the number of Board members, change the weighting of them (not based on size/flow contribution) or start over. Suggested composition:
 - 1 from each member municipality
 - 1 from Oconee County
 - 1 appointed by state legislative delegation
 - 2 at large members
 - Only 1 seat for the County would be a challenge for the County commissioners. They may want at least 2 seats.
 - It would be better if elected officials were not Board members. But if that were the case, it might be difficult to find the right person to represent if not an elected official or staff of a member municipality. Council wants either a staff member or an elected official.
 - Some member municipalities may not want to get out of the "sewer business" and there should be a consideration for how the Authority may deal with that.
 - There can be operating agreements rather than a system consolidation. This could still provide operating efficiencies.



REGIONAL SEWER FEASIBILITY STUDY

4. **What things should NOT be considered with regard to any changes to the current organizational model?**
 - There is no need to include Anderson County. They have no interest in the Oconee community. They can be a wholesale customer.
 - This should remain sewer only. Do not need a combined water & sewer authority.
 - A true system consolidation of all entities would require a combined water and sewer authority. It would be almost impossible for all entities to agree to this, but it may have to be vetted.
 - Feel like anything that involved water would derail any movement toward making needed organizational modifications.

5. **How much cooperation between the entities is currently happening? Including coordination/ assistance not necessarily memorialized in legal agreements.**
 - Outside of the Authority Board Room, all of the entities work well together (e.g., solid waste collection, fire protection, etc.).
 - They help each other out in other areas, but not on the sewer side.
 - The member municipalities help out the Authority with things like sewer taps.



Piedmont Municipal Power Agency

BOARD PACK

for

PMPA Board Meeting

Thursday, January 16, 2025

10:00 AM (EST)

Held at:

PMPA Office

121 Village Drive, Greer, SC 29651

INDEX

Cover Page

Index

Agenda

Attached Documents:

3.1 a	Minutes : PMPA Board Meeting - 19 Dec 2024.....	6
5.2 a	2024_12_Demand Response Report.pdf.....	11
5.2 b	2024_12_Energy Report.pdf.....	12
5.3 a	Catawba Report January 8, 2025.pdf.....	13
6.2 a	Proposed 2025 Officers and Committees.pdf.....	14
7.1 a	Policy for Sale of Excess Catawba Output_April 18 2024.pdf.....	15
7.2 a	The Act 2024.pdf.....	17

AGENDA

PMPA BOARD MEETING



Name:	Piedmont Municipal Power Agency
Date:	Thursday, January 16, 2025
Time:	10:00 AM to 2:00 PM (EST)
Location:	PMPA Office, 121 Village Drive, Greer, SC 29651 https://pmpa.zoom.us/j/87613477989?pwd=bpo64nk2IERiMQ7ifBThb3bCdb5zBV.1
Board Members:	Blake Stone (Chair), Andy Sevic, Mayor Brian Ramey, David Vehaun, Donnie Hardin, Eric Goodwin, Mayor Foster Senn, Jason Taylor, Jimmy Bagley, Joe Nichols, John Young, Keith Wood, Kevin Bronson, Lance Davis, Marc Regier, Mike Richard, Ronnie Roth, Steve Bratton, Tim Hall, Mayor Randy Randall
Attendees:	Tom Brooks, Angie Hoover, Brandon Audet, Cindy Frierson, Dedra Howell, Dennis Cameron, Gary Brunault, Joel Ledbetter, JulieAnne London, Kenny Bradley, Lynn Price, Mike Thomas Frazier, Rion Foley, Robby Townsend, Tom Gressette, Tracy Quinn, Will Blanton

1. Call to Order
 - 1.1 Identify Virtual Attendees
 - 1.2 Declaration of Quorum
 - 1.3 Invocation
2. Administration of Oath of Office to New Board Member
 - 2.1 Oath of Office - Randy Randall, City of Clinton
3. Approval of Minutes
 - 3.1 Confirm Minutes

Supporting Documents:

3.1.a Minutes : PMPA Board Meeting - 19 Dec 2024	6
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 - 3.2 Vote to Approve Minutes of December 19, 2024

To approve minutes as submitted.

4. Acceptance of Financial Report

4.1 December 2024

To accept Financial Report as submitted.

5. Reports

5.1 Finance

5.2 Engineering

Supporting Documents:

5.2.a	2024_12_Demand Response Report.pdf	11
5.2.b	2024_12_Energy Report.pdf	12

5.3 Catawba

Supporting Documents:

5.3.a	Catawba Report January 8, 2025.pdf	13
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5.4 Management

6. Action Items

6.1 Establishment of Catawba and Supplemental Power Supply Committees

For Decision

Action to approve the establishment of the Catawba Nuclear Station committee and the Supplemental Power Supply/Transmission committee.

Pursuant to Article V of PMPA Bylaws, the Board may establish such other committees for such other purposes as it deems appropriate from time to time.

6.2 Appointment of Officers and Committees

For Decision

Supporting Documents:

6.2.a	Proposed 2025 Officers and Committees.pdf	14
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7. Presentations

7.1 Offer of Excess Catawba Capacity to Participants

An RFP to market 50 MW of Catawba capacity was issued on December 31, 2024. Section 11 of the Catawba Purchase Power Agreement states that "... The other Participants shall have the first right to accept each such disposal pro rata among those exercising such right. ...". The purpose of this agenda item is to initiate the offering of the 50 MW other participants.

PMPA adopted a policy outlining steps to implement Section 11. That policy is attached.

Supporting Documents:

7.1.a	Policy for Sale of Excess Catawba Output_April 18 2024.pdf	15
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7.2 Discussion of Inflation Reduction Act Tax Credits

Supporting Documents:

7.2.a	The Act 2024.pdf	17
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8. Executive Session

8.1 Vote to enter into Executive Session

8.2 Discuss matters pertaining to contract negotiations

8.3 Discuss matters pertaining to ongoing litigation

8.4 Vote to return to Regular Session

9. Actions to be taken based on discussion in Executive Session

10. Participant Discussion and Other Business

10.1 Other Business

11. Adjourn

11.1 Adjourn

Next meeting: PMPA Board Meeting - Feb 20, 2025, 10:00 AM

MINUTES (in Review)

PMPA BOARD MEETING



Name:	Piedmont Municipal Power Agency
Date:	Thursday, December 19, 2024
Time:	10:00 AM to 1:04 PM (EST)
Location:	PMPA Office, 121 Village Drive, Greer, SC 29651
Board Members:	Blake Stone (Chair), Tim Hall, Tom Brooks, Ronnie Roth, Andy Sevic, Eric Goodwin, Donnie Hardin, Steve Bratton, Mike Richard, Marc Regier, Keith Wood, Mayor Foster Senn, Jason Taylor, Jimmy Bagley, David Vehaun, Joe Nichols, Lance Davis, Kevin Bronson
Attendees:	Joel Ledbetter, JulieAnne London, Mike Thomas Frazier, Dennis Cameron, Tracy Quinn, Lynn Price, Will Blanton, Dedra Howell, Robby Townsend, Tom Gressette, Rion Foley, Gary Brunault
Apologies:	John Young, Mayor Brian Ramey, Cindy Frierson, Angie Hoover, Brandon Audet, Kenny Bradley
Guests:	Mark Widener (NextEra) and Andrea Kelley (The Journal)
Notes:	Virtual Attendees: Kevin Bronson, Tom Gressette, Gary Brunault, and Andrea Kelly

1. Call to Order

1.1 Identify Virtual Attendees

1.2 Declaration of Quorum

Chairman Stone declared that a quorum is present and the Board can conduct business.

1.3 Invocation

Mr. Ledbetter gave the invocation.

2. Approval of Minutes

2.1 Confirm Minutes

PMPA Board Meeting Nov 21, 2024, the minutes were confirmed as presented.

2.2 Vote to Approve Minutes of November 21, 2024



Vote to Approve Minutes of November 21, 2024

Motion unanimously approved to accept the minutes as submitted.

10 Supported

0 Opposed

0 Abstained

Decision Date: Dec 19, 2024
Mover: Tom Brooks
Seconded: Donnie Hardin
Outcome: Approved

3. Acceptance of Financial Report

3.1 November 2024



November 2024

Motion unanimously approved to accept the financial report as submitted.

10 Supported

0 Opposed

0 Abstained

Decision Date: Dec 19, 2024
Mover: Donnie Hardin
Seconded: Mayor Foster Senn
Outcome: Approved

4. Reports

4.1 Finance

No Finance report for December.

4.2 Engineering

Mr. Frazier reviewed the standard engineering reports for November that were included in the Board Pack.

Mr. Frazier advised the Board on the current status of the Laurens Transmission Line.

4.3 Catawba

Mr. Cameron reviewed the Catawba and McGuire report that was included in the Board Pack.

4.4 Management

Mr. Ledbetter reminded the Board that the APPA Legislative Rally is coming up in February. He asked anyone wanting to attend to let the PMPA staff know by January 9, 2025.

Mr. Ledbetter also reviewed several State legislative items of interest and noted they were posted on BoardPro for review.

5. Action Items

5.1 Approval of 2025 Operating Budget



Approval of 2025 Operating Budget

Motion approved unanimously (copy attached).

10 Supported
0 Opposed
0 Abstained

Decision Date: Dec 19, 2024
Mover: Andy Sevic
Second: Tom Brooks
Outcome: Approved

5.2 Approval of revised NITSA



Approval of revised NITSA

Motion unanimously approved to authorize the General Manager to execute the NITSA as presented.

10 Supported
0 Opposed
0 Abstained

Decision Date: Dec 19, 2024
Mover: Mayor Foster Senn
Second: Tom Brooks
Outcome: Approved

5.3 Approval of PMPA 2025 Board Meeting Schedule



Approval of PMPA 2025 Board Meeting Schedule

January 16	June 19
February 20	August 21
March 20	September 18
April 17	November 20
May 22	December 18

Motion unanimously approved to accept the Board meeting schedule as presented.

10 Supported
0 Opposed
0 Abstained

Decision Date: Dec 19, 2024
Mover: Donnie Hardin
Second: Joe Nichols
Outcome: Approved

6. Presentations

6.1 Discussion of PMPA Renewable Energy Credits

Mr. Frazier presented information on Renewable Energy Credits (RECs). The presentation included the number of RECs each Participant has and the options available for the RECs.

6.2 Pre-pay Utility Contracts - Mark Widener, NextEra

Mr. Mark Widener, with NextEra Energy, presented educational information regarding Energy Prepays to the Board.

7. Executive Session

7.1 Vote to enter into Executive Session



Vote to enter into Executive Session

Motion approved unanimously.

10 Supported

0 Opposed

0 Abstained

Decision Date: Dec 19, 2024
Mover: Jimmy Bagley
Seconder: Tom Brooks
Outcome: Approved

7.2 Discuss matters pertaining to contract negotiations

7.3 Discuss matters pertaining to ongoing litigation

7.4 Vote to return to Regular Session



Vote to return to Regular Session

Motion approved unanimously.

10 Supported

0 Opposed

0 Abstained

Decision Date: Dec 19, 2024
Mover: Andy Sevic
Seconder: Tom Brooks
Outcome: Approved

8. Actions to be taken based on discussion in Executive Session

9. Participant Discussion and Other Business

9.1 Appointment of Nominating Committee for 2025 Officers & Committees



Appointment of Nominating Committee for 2025 Officers & Committees

A motion was made by Mr. Brooks, seconded by Mr. Sevic, to appoint a Nominating Committee to include Mr. Hardin, Mr. Bagley, Mr. Young, and Mr. Bronson.

Motion approved unanimously.

10 Supported

0 Opposed

0 Abstained

Decision Date: Dec 19, 2024

Mover: Tom Brooks

Seconder: Andy Sevic

Outcome: Approved

9.2 Other Business

Mr. Taylor advised the Board that the City of Newberry has hired Mr. Scott Motsinger as their new Utility Director. He will start on January 6, 2025.

Mr. Brooks also noted that this may be his last meeting since he is leaving the City of Clinton.

10. Adjourn

10.1 Adjourn

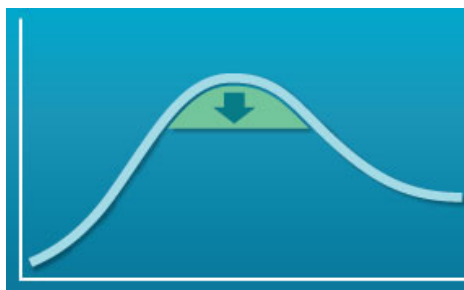
Next meeting: PMPA Board Meeting - Jan 16, 2025, 10:00 AM

Mayor Senn made a motion, seconded by Mr. Nichols, to adjourn the meeting.

Motion carried unanimously.

Signature: _____

Date: _____



PMPA Demand Response System Report

To: Board of Directors and Alternates
 From: Mike Frazier *MTF*
 Date: January 8, 2025

PMPA did not call for any Demand Response events during December.

- PMPA Monthly Peak¹: 397.1 MW @ Hour Ending 8:00 a.m. on Dec 4th
- DOES coincide with the Duke Energy Transmission Peak on Dec 4th @ Hour Ending 8:00 a.m.
 - Monthly Minimum GSP Airport Temperature – 20° F on Dec 4th

PMPA Total Participant Load ³: 427.4 MW @ Hour Ending 8:00 a.m. on Dec 4th

PMPA Ratchet Quantity: 507.9 MW – based on Jul. 15, 2024 @ HE 5:00 p.m.

All loads are reflected at the transmission level, which includes 2.12% losses as of June 1, 2024.

¹ PMPA Monthly Peak – Used by Santee Cooper to determine PMPA’s capacity charge. This peak includes the load served by nine Participants (does not include Union) and generation (added back to the load) produced by the load-side generators. It also does not include Greer CPW’s load served from the leased Laurens EMC delivery points.

² Average December temperatures were in a normal range. This December was cooler than in 2023. The coldest day of the month contributed to PMPA peaking on December 4th. The prediction for the rest of this winter is warmer temperatures than normal.

³ PMPA Total Participant Load – includes load served by all ten Participants including the Greer CPW’s load served from leased Laurens EMC delivery points and generation produced by the load-side generators.

<u>Month</u>	<u>HDD</u>	<u>% of Normal</u>
Dec 2024	627	100
Normal	626	
Dec 2023	565	90

ENERGY REPORT ^{*}

Piedmont Municipal Power Agency

DECEMBER, 2024

The Energy Authority (Surplus Energy Sold and Gross Revenue)

0	MWh	0	\$	N/A	\$ / MWh
1,948	MWh - YTD	72,038	\$ - YTD	36.98	\$ / MWh - YTD

Duke Energy (Surplus Energy Sold and Gross Revenue)

13,768	MWh	337,419	\$	24.51	\$ / MWh
175,812	MWh-YTD	3,275,551	\$-YTD	18.63	\$ / MWh - YTD

Santee Cooper (Surplus Energy Sold and Gross Revenue)

11,408	MWh	303,727	\$	26.62	\$ / MWh
109,083	MWh-YTD	2,878,187	\$-YTD	26.39	\$ / MWh - YTD

Total Surplus Sales Revenue

641,145	\$		
6,225,776	\$ - YTD	286,843	MWh-YTD

Generation Imbalance Charge

401	\$
4,815	\$ - YTD

Deviation Band 1 - +/- 1.5%	Deviation Band 2 - Between +/-1.5% & 7.5%	Deviation Band 3 - Greater than +/- 7.5%
\$401	\$0	\$0

Energy Imbalance Charge

8,195	\$
226,265	\$ - YTD

Deviation Band 1 - +/- 1.5%	Deviation Band 2 - Between +/-1.5% & 7.5%	Deviation Band 3 - Greater than +/- 7.5%
\$3,569	\$4,968	(\$342)

Supplemental Energy Purchased

Santee Cooper	TEA Backstand ^{&}	Total	
2,570	666	3,236	MWh
160,838	39,605	200,443	MWh - YTD
82,910	30,533	113,443	\$
6,751,655	1,545,228	8,296,883	\$ - YTD
32.26	45.85	35.06	\$ / MWh
41.98	39.02	41.39	\$ / MWh - YTD

* All MWh are measured at the bus bar (generation level)

& Includes energy and transmission costs

Catawba and McGuire Report – January 8, 2025

Since the last Board meeting, McGuire Unit 1 and McGuire Unit 2 have operated continuously without any concerns.

On January 7, 2025, Catawba celebrated the 40-year anniversary of Catawba Unit 1 Reactor reaching criticality for the first time. The original operating license would have ended this year. However, with licensing extension, the current operating license allows Catawba Unit 1 and Unit 2 to operate until December 1, 2043.

<u>December 2024</u>	<u>Capacity Factor</u>	<u>Generation (MWhs)</u>	<u>PMPA's Entitlement (MWhs)</u>
Catawba 1	100.69%	868,997	54,312
Catawba 2	99.94%	855,112	53,444
McGuire 1	102.75%	885,273	53,691
McGuire 2	102.14%	880,028	53,373

2025 Planned Refueling Outages

<u>Unit</u>	<u>Outage Start Date</u>	<u>Budgeted Duration</u>
McGuire 1	March 29, 2025	25 Days
Catawba 2	September 6, 2025	29 Days

2025
Piedmont Municipal Power Agency
Officers and Committees
Proposed

Chairman	Andy Sevic
Vice-Chairman	John Young
Secretary	Joel Ledbetter
Assistant Secretary	Tracy Quinn
Treasurer	JulieAnne London
Assistant Treasurer	Lynn Price

Executive Committee

Andy Sevic - Chairman
 John Young
 Blake Stone
 Jimmy Bagley
 Kevin Bronson

Finance Committee

Kevin Bronson – Chairman
 David Vehaun
 Andy Sevic
 Steve Bratton

Catawba Nuclear Station Committee

Jimmy Bagley – Chairman
 Joe Nichols
 Donnie Hardin

Supplemental Power Supply/Transmission Committee

Bake Stone – Chairman
 Keith Woods
 Eric Goodwin

Legislative Committee

John Young – Chairman
 Brian Ramey
 Mike Richard
 Joe Nichols
 Ronnie Roth

**Piedmont Municipal Power Agency
Policy Related to the Sale of Excess Participant's Catawba Share of Catawba Project
Output and/or Sale of Surplus Energy
Date Adopted: April 18, 2024**

Application

This policy is applicable upon the termination of the Supplemental Power Sales Agreement dated August 1, 1980 between PMPA and the Participant. This Policy shall be used as a guide by PMPA and the Participants when implementing the transactions described herein. The PMPA Board may, on a case-by-case basis, approve exceptions and/or deviations to this Policy.

Definitions

“Excess Baseload Capacity and Energy” means the capacity and energy from all or any part of a Participant’s Catawba Share of Catawba Project Output that the Participant determines to be in excess.¹

“Surplus Energy” means for any participant whose loads are served by PMPA, the energy from that Participant’s Catawba Share of Catawba Project Output that, after giving effect to any sale of Excess Baseload Capacity and Energy, is excess to such Participant’s energy requirements in any given hour.²

Procedure

Any determination made by a Participant that it has “Excess Baseload Capacity and Energy” will be made while considering its existing contractual obligations, and subject to PMPA approval. Such approval by PMPA shall not be unreasonably withheld or delayed.

1. If the Participant determines that it has Excess Baseload Capacity and Energy, the Participant shall notify PMPA of its desire to sell a portion, or all, of its Excess Baseload Capacity and Energy. PMPA shall use commercially reasonable efforts to sell and transfer all or part of such Excess Baseload Capacity and Energy.³ The other Participants shall have the first right to

¹ Any sale of Excess Baseload Capacity and Energy would generally be considered longer-term sales and would be evidenced by the Power Purchase Agreement with a quality counterparty.

² These sales are generally short-term spot sales and would be marketed by PMPA and/or its remarketing agent.

³ The notice contemplated herein is written notice accompanied by a resolution of the governing body of the Participant. PMPA shall promptly notify the other Participants of such notice. Notice should be made to PMPA as soon as practicable after the determination is made to allow for orderly and timely solicitation of a sale.

accept each such disposal pro rata⁴ among those exercising such right.⁵ The Participants endeavoring to exercise the first right to accept have 90 days to notify PMPA of intent to exercise right to accept such Excess Baseload Capacity and Energy.

2. PMPA staff will facilitate the negotiations between the parties with the goal of maximizing the value to the Participant desiring to dispose of its Excess Baseload Capacity and Energy. To the extent not then required by any of the Participants, or if the terms offered are not acceptable to the Participant desiring to dispose of its Excess Baseload Capacity and Energy, PMPA shall use commercially reasonable efforts to otherwise dispose of such excess in accordance with the Act and other relevant contracts.
3. If all or any portion of such Excess Baseload Capacity and Energy is sold by PMPA pursuant to this Policy, the Participant's Catawba Share shall not be reduced, and the Participant shall remain liable to PMPA to pay the full amount of its Participant's Catawba Share of Monthly Catawba Project Power Costs as if such sale had not been made; provided, however, that such liability for the Participant's Catawba Share of Monthly Catawba Project Power Costs shall be discharged to the extent that PMPA shall receive payment therefor from the purchaser or purchasers of such Excess Baseload Capacity and Energy. To the extent such payment(s) received by PMPA for sales of Excess Baseload Capacity and Energy exceed the liability for the Participant's Catawba Share of Monthly Catawba Project Power Costs, the liability shall be fully discharged, and the Participant shall be credited for such excess amounts.
4. The costs PMPA incurs in disposing of such Excess Baseload Capacity and Energy, including any Private Business Use remediation costs allocated to the selling Participant, shall appear as a charge on the monthly Billing Statement produced by PMPA.
5. If, in any given hour, after giving effect to any sale of Excess Baseload Capacity and Energy, the Participant has Surplus Energy, PMPA shall use commercially reasonable efforts to sell any such energy in the non-firm wholesale market. Revenues received for such sales of Surplus Energy, after considering any transaction costs (e.g., marketing and transmission costs) shall be credited on the Billing Statement produced by PMPA and delivered to Participant.
6. All sales of Excess Baseload Capacity and Energy (including related transaction documents) must be approved by the PMPA Board. The selling Participant must also approve the related transaction documents which would include a release of claims against PMPA.

⁴ For all interested Participants seeking first right of acceptance of additional Catawba Project Output, pro rata shall mean the Participant's proportionate share using the Participant's Catawba Share as defined in Exhibit A in the Catawba Project Power Sales Agreement dated August 1, 1980 as the numerator, divided by the sum of all interested Participants' Catawba Shares of Catawba Project Output as defined in Exhibit A in the Catawba Project Power Sales Agreement date August 1, 1980 as the denominator. Notwithstanding this pro rata allocation of the first right to accept additional Catawba output, Participants willing to negotiate terms that are more favorable than other interested Participants will have the right to accept more than its pro rata share.

⁵ The first right to accept is nothing more than an opportunity to negotiate pricing, duration of sale, contract provisions and other material terms of sale. The selling Participant shall not be obligated to accept the terms offered by any of the interested Participants.

Zero Emission Nuclear Power Production Credit

Dennis Cameron
January 16, 2025

The Act

- Zero-Emission Nuclear Power Production Credit
- Qualified Facility
- Credit begins in January 1, 2024
- Credit ends on December 31, 2032
- Internal Revenue Service – December 2024

PMPA's CREDIT CALCULATION

Calculation of Potential Production Credit under Section 45U of the Inflation Reduction Act - PMPA's Catawba Ownership
(Zero-Emission Nuclear Power Production Credit)

				2024		
			Mwh	Rate/kWh		
Volumes (Catawba)	(1)		2,308,199	\$ 0.00300	\$ 6,924,597	A
Participant Revenues	(2)	\$ 162,769,876	2,006,532	\$ 0.08112		
Surplus Revenues	(3)	\$ 6,384,631	301,667	\$ 0.02116		
Total Gross Receipts		\$ 169,154,507	2,308,199	\$ 0.07328		
Reduction Amount:						
Gross Receipts				\$ 169,154,507		
Less: (2.5 cents * kWh Volume)		\$ 0.025		\$ 57,704,975		
Excess Gross Receipts				\$ 111,449,532		<u>Lesser of: A or B</u>
16% of Excess Gross Receipts		16%	\$	17,831,925	B	\$ 6,924,597
Available Production Credit					\$	0

Questions



**Piedmont Municipal Power Agency
Board of Directors
Executive Session - Contractual Negotiations
Thursday, January 16, 2025, at 2:00 pm
PMPA Offices
121 Village Drive • Greer, SC 29651**

AGENDA

1. Call to Order, declaration of a quorum, and identify virtual attendees.
2. Executive Session
 - a. Discuss matters pertaining to contract negotiations.
3. Adjournment.

Zoom link:

<https://pmpa.zoom.us/j/89998261716?pwd=WD7W4JhA5LCE65riobC7qNwRplArta.1>



OCONEE CHAMBER
ADVOCATING BUSINESS. ACTIVATING COMMUNITY.



OCONEE ECONOMIC ALLIANCE
OCONEE COUNTY, SOUTH CAROLINA, USA

GOOD MORNING OCONEE COMMUNITY BREAKFAST

TOPIC: Public Safety & Law Enforcement

Updates from Sheriff Crenshaw and Police Chiefs
from Seneca, Walhalla, Westminster, West Union and Salem



January 17, 2025

8:30 am - 10:00 am
Blue Ridge Electric Co-op
Community Room
2328 Sandifer Blvd, Westminster



TICKETS - \$5.00 EACH

REGISTRATION REQUIRED

WWW.OCONEECHAMBERSC.COM

Scan Here to Purchase Ticket

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