

Solving the water needs of tomorrow, today.

Chester Metropolitan District

Regular Commission Meeting August 20, 2024

The Chester Metropolitan District's Regular Commission meeting was held at 6:00 pm on Tuesday, August 20, 2024, at Chester Metropolitan District. Commissioners attending were George Wilmore, Chairman; Matt McCrorey, Vice-Chairman; Charletta Thompson, Secretary; Raymond Douglas, Tommy McMinn, Kim Chisholm, and David Shinn. Others in attendance were Fred Castles, Executive Director; Kelli Johnson, Executive Assistant; Clay Shannon, IT Manager; Richard Zhao, Finance Manager; Andy Litten, District Engineer; and Ryan Swancy, Attorney.

The Agenda for the August 20, 2024, Board Meeting was posted on the Chester Metropolitan District Website and in the News and Reporter two weeks prior to meeting.

A quorum was present.

Chairman Wilmore called the meeting to order at 6:14 pm.

Chairman Wilmore asked if there was a motion to add the Hazen & Sawyer Engineering Agreement to the agenda. A motion to add the Hazen & Sawyer Engineering Agreement to the agenda was made by Matt McCrorey, seconded by David Shinn and unanimously approved.

Chairman Wilmore asked if there was a motion to approve the August 20, 2024, meeting agenda with the added agenda item. A motion to approve the August 20, 2024, meeting agenda with the added agenda item was made by Charletta Thompson, seconded by Raymond Douglas and unanimously approved.

<u>Minutes</u>

Chairman Wilmore asked for corrections or additions to the July 16, 2024, meeting minutes. Motion to approve the minutes was made by Matt McCrorey, seconded by Kim Chisholm and unanimously approved.

Public Comment

There were no public comments.

Old Business

Filter Plant Report. Mr. Castles read the Filter Plant Report for July. A copy of the report is attached to the minutes.

Engineering Report and DMAG: Mr. Litten read the Engineering Report and DMAG Report for July. A copy of the report is attached to the minutes.

New Business

Water Treatment Facility Improvements Bid Acceptance

Mr. Castles presented the bid letter of recommendation from Hazen & Sawyer. A copy of the recommendation letter is attached to the minutes.

Chairman Wilmore asked if there was a motion to approve the bid recommendation from Hazen & Sawyer to award the construction of the water treatment facility improvements to State Utility Contractors. A motion to approve the bid recommendation from Hazen & Sawyer to award the construction of the water treatment facility improvements to State Utility Contractors was made by David Shinn, seconded by Matt McCrorey and unanimously approved.

Hazen & Sawyer Engineering Agreement

Mr. Castles presented the Hazen & Sawyer Engineering agreement and stated that due to time constraints, the agreement would need to be turned in on Friday August 23, 2024. A copy of the Hazen & Sawyer Engineering Agreement is attached to the minutes.

Chairman Wilmore asked if there was a motion to approve the Hazen & Sawyer Engineering agreement. A motion to approve the Hazen & Sawyer Engineering agreement was made by Matt McCrorey, seconded by Charletta Thompson and unanimously approved.

Director's Update

Mr. Castles stated that he met with Ms. Jean Nichols and presented her with a service award plaque from Chester Metropolitan District. A newspaper article will be sent to the Chester News & Reporter to recognize her thirty-seven years of service on the Board. Mr. Castles stated that third quarter THM results came in and that all samples passed. Mr. Castles stated that he is currently in the works on getting a fire hydrant in Lincolnville, he still needs to speak with legal on the piece of property and will continue to update the Board.

- **Director's Report:** Mr. Castles read the Director's Report for July. A copy of the report is attached to the minutes.
- IT Report: Mr. Shannon read the IT Report for July. A copy of the report is attached to the minutes.
- **Financial Report:** Mr. Zhao read the Financial Report for July. A copy of the report is attached to the minutes.

Chairman Wilmore asked if there was a motion to approve the Financial Report. A motion to approve the Financial Report was made by Charletta Thompson, seconded by Matt McCrorey and unanimously approved.

Commissioner's Discussion

Mrs. Johnson stated that the Executive Director's evaluation is due in October, and if Board members could let her know if they could all attend a 5 pm meeting. Mrs. Johnson stated that CMD was a sponsor again this year for Canned for a Cause and it would be held on November 7, 2024.

Secretary Thompson stated that she had seen information on the news about Charlotte Water and possibly taking thirty million gallons of water from the Catawba River, and was curious if this would be an issue for CMD. Mr. Castles stated that he is aware of the IBT request from Charlotte Water, and has attended a meeting regarding the situation, but at this time CMD does not support their request.

Chairman Wilmore asked if there was a motion to adjourn. A motion to adjourn was made by Charletta Thompson, seconded by Matt McCrorey and unanimously approved.

The meeting adjourned at 7:04 pm.

Approved:

Date: 9-17-2024

Respectfully Submitted:

By: Kelli Johnson

Chester Metropolitan District

Agenda

Tuesday, August 20, 2024 6:00 PM Chester Metropolitan District

- I. Pledge of Allegiance
- II. Call Meeting to Order
- III. Approval of the August 20, 2024, Meeting Agenda
- IV. Approval of July 16, 2024, Meeting Minutes

V. Public Comment

Public Comment is limited to three (3) minutes per speaker.

VI.Old BusinessA.Filter Plant ReportB.Engineering ReportC.DMAG Report-Andy Litten

VII. New Business

A. Water Treatment Facility Improvements Bid Acceptance	-Fred Castles
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VIII. Reports

A.	Director's Update	-Fred Castles
В.	Director's Report	-Fred Castles
C.	Hydrant Report	-Fred Castles
D.	IT Report	-Clay Shannon
E.	Financial Report	-Richard Zhao
F.	Approval of the Financial Report	

IX. Commissioner's Discussion

X. Adjourn

This agenda is subject to change up to 24 hours in advance of the meeting.



Solving the water needs of tomorrow, today.

Chester Metropolitan District

Regular Commission Meeting July 16, 2024

The Chester Metropolitan District's Regular Commission meeting was held at 6:00 pm on Tuesday, July 16, 2024, at Chester Metropolitan District. Commissioners attending were George Wilmore, Chairman; Matt McCrorey, Vice-Chairman; Charletta Thompson, Secretary; Raymond Douglas, Tommy McMinn, Kim Chisholm, and David Shinn. Others in attendance were Fred Castles, Executive Director; Kelli Johnson, Executive Assistant; Clay Shannon, IT Manager; Richard Zhao, Finance Manager; Andy Litten, District Engineer; and Ryan Swancy, Attorney.

The Agenda for the July 16, 2024, Board Meeting was posted on the Chester Metropolitan District Website and in the News and Reporter two weeks prior to meeting.

A quorum was present.

Chairman Wilmore called the meeting to order at 6:03 pm.

Chairman Wilmore asked if there was a motion to approve the July 16, 2024, meeting agenda. A motion to approve the July 16, 2024, meeting agenda was made by Matt McCrorey seconded by Raymond Douglas and unanimously approved.

Minutes

Chairman Wilmore asked for corrections or additions to the June 18, 2024, meeting minutes. Motion to approve the minutes was made by David Shinn, seconded by Matt McCrorey. The vote was as follows, 0 against, 5 in favor, and 1 abstained.

Chairman Wilmore asked for corrections or additions to the June 26, 2024, special call meeting minutes. Motion to approve the minutes was made by Matt McCrorey, seconded by Raymond Douglas. The vote was as follows, 0 against, 5 in favor, and 2 abstained.

Public Comment

There were no public comments.

Old Business

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Filter Plant Report. Mr. Castles read the Filter Plant Report for June. A copy of the report is attached to the minutes.

Engineering Report and DMAG: Mr. Litten read the Engineering Report and DMAG Report for June. A copy of the report is attached to the minutes.

New Business

Electronic Meeting Policies

Mr. Castles presented the Electronic Meeting Policy to the Board, which allows CMD Commissioners and CMD staff to attend Commission meetings via electronic devices, or by phone. Mr. Castles stated that the policy was drafted by legal.

Chairman Wilmore asked if there was a motion to approve the Electronic Meeting Policy. Motion to approve the Electronic Meeting Policy was made by Matt McCrorey, seconded by Charletta Thompson and unanimously approved.

Catawba Regional Council of Government SRF Loan Administration Agreement

Mr. Castles presented the Catawba Regional Council of Government SRF Loan Administration Agreement to the Board. Mr. Castles explained that if approved Catawba Regional Council of Governments will handle the administrative side of the SRF Loan.

Chairman Wilmore asked if there was a motion to approve the Catawba Regional Council of Government SRF Loan Administration Agreement. Motion to approve the Catawba Regional Council of Government SRF Loan Administration Agreement was made by David Shinn, seconded by Matt McCrorey and unanimously approved.

Grievance Recommendation

Mr. Wilmore stated that on July 10, 2024, the grievance committee met with Mr. Caldwell and CMD staff. Mr. Wilmore stated that after speaking with Mr. Caldwell and staff the grievance committee recommends the Board to approve an adjustment of \$115.90.

Chairman Wilmore asked if there was a motion to approve the grievance committee recommendation for adjustment of \$115.90. Motion to approve the grievance recommendation for adjustment of \$115.90 was made by Matt McCrorey, seconded by Kim Chisholm and unanimously approved.

Director's Update

- **Director's Report:** Mr. Castles read the Director's Report for June. A copy of the report is attached to the minutes.
- **Financial Report:** Mr. Zhao read the Financial Report for June. A copy of the report is attached to the minutes.

Chairman Wilmore asked if there was a motion to approve the Financial Report. A motion to approve the Financial Report was made by Charletta Thompson, seconded by David Shinn and unanimously approved.

Commissioner's Discussion

Mrs. Johnson stated that she would begin working on the 2025 Meeting Dates. Mrs. Johnson gave an update on Mr. Russell.

Chairman Wilmore asked if there was a motion to adjourn. A motion to adjourn was made by Charletta Thompson, seconded by Matt McCrorey and unanimously approved.

The meeting adjourned at 6:50 pm.

Approved:

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Respectfully Submitted:

Date:_____

By:_____

Filter Plant July 2024

- The water plant staff collected and analyzed 23 distribution samples for the presence of Total coliform bacteria. All samples absent.
- The water plant maintained an average Finished water Total chlorine at POE of 3.15 ppm. In the areas of the distribution system where bacteria samples were collected, we measured an average Total chlorine residual of 1.88 ppm.
- Setup equipment to start the basin cleaning and locked out the Filter controls, Flocculators and Trac-Vac system. Cleaned both the East and West basin and inspected the Trac-Vac's and flocculators. Returned each back to service.
- Replaced the air relief valve on the #3 High Service pump.
- We performed the thermal imaging; amperage draw and vibration analysis on motors and gearboxes.
- Cleaned and flushed the plant venturis to ensure proper metering.
- Removed the #1 ammonia injector and replaced with the #2 ammonia injector. Clean and inspected the #1 injector.
- The post clearwell sample pump had air in the line, found a damaged O-ring in the air relief valve, replaced and restarted the pump.
- The Perkinson Co. replaced the electronics and adjusted the open close stops on the clarifier discharge valve actuator and placed back in service.
- Brian Lee from Heyward Co. came to troubleshoot the #1 High Service pump GA valve and controls.
- CBRE Co. came and installed the air dryer on the Trac-Vac system.
- Installed 2" drain line on the Backwash air relief.
- The high-pressure water line for the Plate & Frame plate washer burst, removed and had a replacement made. We installed the replacement line and cleaned out all water nozzles.
- The #1 influent actuator end cap broke, removed and replaced the cap and O-ring with a spare.
- Replaced the drive belt on the fluoride machine gearbox auger.
- Replaced one of the GA valve operating systems check valve and a union on the #1 high service pump.
- Replaced an electrically actuated air valve on the #4 Trac-Vac.
- Removed and replaced the #2 High Service pump VFD cabinet air filters.
- Replaced the chlorine safety windsock at the clarifier.
- Eastern Crane Co. performed the annual inspection on the Press building overhead crane and the Chlorine room crane.
- Piedmont Chlorinators performed the annual certification maintenance on the chlorine and ammonia systems.
- Generator services performed the bi-annual service check, no issues were found.
- A lightening strike at the plant knocked out the power and damaged equipment. Instrumentation Services was called to troubleshoot the problems and found 3 different process flow meters were damaged. We were able to get the Finish water flow venturi back online and reading, all replacement parts have been ordered.
- The Plate & Frame sludge removed and sent to the landfill for July was 52.29 tons.

CMD Engineering Department Report August 2024 Meeting

08/06/2024

Development Project Reviews

Richburg Meadows (Richburg): We're waiting for construction to start.
Woodhaven (Chester): The north side of the project is complete. They are working on the south side.
Knight's Bridge (Richburg): The homebuilder is building houses. (no change)
Walker's Mill (Richburg): Phase 1 was accepted and people are moving in. We've started reviewing Phase II as-builts.
Phase III water line is under construction.
Stanton Subdivision (Richburg): They've started clearing. (no change)
Oliphant Warehouse (Chester): They are expanding the facility but none of the construction affects CMD directly. (no change)
IKO Cedarhurst (Chester): They've made their tap.
Oliphant Warehouse #2 (Chester): We reviewed the plans and submitted comments to the Engineer. They are trying to decide how to handle their fire system. (no change)
Winchester (Richburg): We're reviewing the plans again. (no change)

IKO: Old PPG Facility (Chester): Nothing new.

140 Gadsden St (Chester): This is an existing building rehabilitation in Chester. We're reviewing their new domestic and fire line plans.

In-House Projects

York Road Booster Station Assessment (Chester)

The project is on hold for now.

SCDOT Hwy 901 Widening Project (Richburg) The plans are complete. We're waiting on information from SCDOT when construction will begin.

Greg and Timmie Waterline Replacement Project (Chester)

The water line is installed. We're waiting on materials to finish the project..

Edwards Road Waterline Extension (Fort Lawn)

We've started the project.

Filter Plant Rehabilitation Project (Fort Lawn) We're waiting on State and Federal approval of the bid and contract so we can execute the contract and begin.

Fire Hydrant Testing We're redoing some of the tests.

Toilet Rebate Program Applications for Rebate this month: 0

Catawba-Wateree Drought Management Advisory Group (DMAG)

Currently in normal conditions.



Columbia, SC 29201 803.567.4907

June 21, 2024

Chester Metropolitan District Mr. Fred W. Castles, III, PE Executive Director PO Box 550 Chester, SC 29703

Re: PHASE 1 – ROBERT W. HEMPHILL WATER TREATMENT FACILITY IMPROVEMENTS

Dear Mr. Castles:

Thank you again for the opportunity to assist the Chester Metropolitan District with the design of the Phase 1 Robert W. Hemphill Water Treatment Facility Improvements. As you are aware, the District received bids for the referenced project on May 30, 2024. The bid received exceeded the Engineer's Estimate and the District's budget. The District elected to enter into negotiations with the sole contractor that submitted a bid, State Utility Contractors. This agreement to negotiate with the contractor was discussed, and approved, with both the District and Department and the South Carolina Rural Infrastructure Authority.

The goal of the negotiations was to identify and document value engineering work proposals. The proposal would allow the District to amend the Contract and Project Documents to adjust the submitted bid prices. This negotiation process was fair and equitable to include consistent communication, meetings, schedule, and consideration of value engineering ideas. We have included the original Bid Tab and the submitted Negotiation Template with this letter.

Final Negotiation Templates were received on June 20, 2024. Based upon the received information, Hazen and Sawyer recommends the award of the construction of this project to State Utility Contractors for the revised bid amount of \$20,766,900.00. For comparison purposes, State Utility Contractors was the original low bidder with a base bid amount of \$21,535,000.00. Through the bidding and negotiation process, Hazen and Sawyer has determined that the value engineering low bid submitted by State Utility Contractors is determined reasonable and acceptable for the scope of work. It is worth noting that State Utility Contractors presented additional value engineering ideas that weren't considered during the negotiation process due to schedule constraints. Should the construction schedule allow, Hazen recommends further exploration of the ideas as stated in the included Negotiation Template from State Utility Contractors.

If you have any questions, please feel free to contact me at borne@hazenandsawyer.com.

Sincerely,

el AOV

William H. Orne, Jr., PE Senior Associate

Chester N				SUILL	
		's Report 24-2025			
	FT 202		1 - A	TOTAL	AVEDACE
		July 2024		L 12 MOS	AVERAGE L 12 MOS
DISTRIBUTION NUMBER:	10.10				
Taps		1		16	1.3
Leaks		7		59	4.9
Main Break Leaks		2		60	5.0
Hydrants				2	0.4
DISTRIBUTION MANHOURS:					
Taps		104.0		953	79.4
Main Break Leaks		52		2353	196.1
Leaks		168.0		2,613	217.8
Equipment		105.0		671	55.9
Shop		217.0		3,111	259.3
Dist. Maintenance		1311.0		16,935	1,411.3
Asphalt		103.0		613	51.1
Meters		0.0		-	-
Filter Plant		0.0		-	-
Hydrants		0.0		152	12.7
Construction Projects		0.0		420	35.0
Service Orders		51.0			
Total Manhours		2060.0		28,382	2,365.2
Overtime Hours		110.0		2,246	187.1
METER CALLS:					
Ons		153		1,197	99.8
Offs		28		316	26.3
Miscellaneous		53		452	37.7
Nonpayment Disconnects		224		2,824	235.3
Reinstates		192		2,637	219.8
Total Calls		812		7,588	632.3
Overtime Hours		5.0		58.0	4.8
BILLING INFORMATION:					
Non-Leak Adjustments:		2		28	2.3
Leak Adjustments		52		498	41.5
\$\$\$ Adjusted	\$	2,848.40	\$	61,964.72	\$ 5,163.73
Bills Mailed		6,532		77,203.0	6,433.6
Thousand Gallons Billed		66,880.0		737,294.0	61,441.2
Thousand Gallons Pumped		90,582.0		918,889.0	76,574.1
% Accounted For		73.8%		80.4%	80.4%
Other Gallons Accounted For (1,000)		1,515.0		13,535.0	1,127.9
Adjusted % Accounted For		75.5%		81.9%	79.0%

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CMD Information Technology Department Report

August 2024 Meeting

- KnowBe4 Commissioners training Q&A
- CrowdStrike briefing

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- Microsoft 365/Azure Request For Proposals update
- Branded app development kickoff

Chester Metropolitan District

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Statement of Revenue and Expense

Account Summary For Fiscal: 2024 - 2025 Period Ending: 07/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue						
Function: 0100 - 0	perating Revenue					
	00 - Operating Revenue					
100-0100-411000	Water Service Revenue	9,835,676.00	9,835,676.00	179,722.25	179,722.25	9,655,953.75
100-0100-411003	Tap Fees	100,000.00	100,000.00	0.00	0.00	100,000.00
100-0100-411004	Hydrant Meter Fee	30,735.00	30,735.00	1,200.00	1,200.00	29,535.00
100-0100-412000	Penalties	81,823.00	81,823.00	8,379.00	8,379.00	73,444.00
100-0100-412001	Non-Payment Fees	114,817.00	114,817.00	9,405.00	9,405.00	105,412.00
100-0100-412003	NSF Fees	2,610.00	2,610.00	300.00	300.00	2,310.00
100-0100-413000	Expense Reimbursements	350,208.00	350,208.00	14,749.00	14,749.00	335,459.00
100-0100-413001	Credit Card Fees	122,400.00	122,400.00	11,034.49	11,034.49	111,365.51
100-0100-413003	Miscellaneous Revenue	15,661.00	15,661.00	286.22	286.22	15,374.78
100-0100-413004	Customer Charges for Damages	5,388.00	5,388.00	1,358.64	1,358.64	4,029.36
100-0100-414000	Development Review Fees	9,687.00	9,687.00	0.00	0.00	9,687.00
100-0100-414001	Backflow Fees	500.00	500.00	0.00	0.00	500.00
	Department: 0100 - Operating Revenue Total:	10,669,505.00	10,669,505.00	226,434.60	226,434.60	10,443,070.40
	Function: 0100 - Operating Revenue Total:	10,669,505.00	10,669,505.00	226,434.60	226,434.60	10,443,070.40
Function: 9000 - N	Ion-Operating Revenue					
	00 - Non-Operating Revenue					
100-9000-612000	Interest Income	149,094.00	149,094.00	16,645.00	16,645.00	132,449.00
	Department: 9000 - Non-Operating Revenue Total:	149,094.00	149,094.00	16,645.00	16,645.00	132,449.00
	Function: 9000 - Non-Operating Revenue Total:	149,094.00	149,094.00	16,645.00	16,645.00	132,449.00
	Revenue Total:	10,818,599.00	10,818,599.00	243,079.60	243,079.60	
Expense						
Function: 1000 - C	perating Expens					
	00 - Administration					
100-1000-511000	Regular Salaries and Wages	881,500.00	881,500.00	28,561.66	28,561.66	852,938.34
100-1000-511001	Part-Time Salaries	5,000.00	5,000.00	0.00	0.00	5,000.00
100-1000-511002	Overtime	4,555.00	4,555.00	209.47	209.47	4,345.53
100-1000-511008	Sick Pay	30,118.00	30,118.00	2,010.15	2,010.15	28,107.85
100-1000-512000	FICA	55,094.00	55,094.00	1,853.39	1,853.39	53,240.61
100-1000-512001	Medicare	12,341.00	12,341.00	433.45	433.45	11,907.55
100-1000-512002	SC Retirement	242,941.00	242,941.00	8,483.30	8,483.30	234,457.70
100-1000-512004	Group Health Insurance	174,625.00	174,625.00	5,923.60	5,923.60	168,701.40
100-1000-521000	Accounting and Audit Services	34,000.00	34,000.00	0.00	0.00	34,000.00
100-1000-521001	Legal Services	45,000.00	45,000.00	0.00	0.00	45,000.00
100-1000-521005	Other Contractual Services	161,262.00	161,262.00	13,542.25	13,542.25	147,719.75
100-1000-522002	Vehicle Repairs and Maintenance	4,000.00	4,000.00	111.59	111.59	3,888.41
100-1000-524000	Telephone and Communications	15,040.00	15,040.00	0.00	0.00	15,040.00
100-1000-524001	Advertising and Promotion	12,000.00	12,000.00	293.45	293.45	11,706.55
100-1000-524003	Bank and fiscal agent fees	168,940.00	168,940.00	9,354.94	9,354.94	159,585.06
100-1000-524004	Postage and Delivery Fees	3,600.00	3,600.00	0.00	0.00	3,600.00
100-1000-526000	Uniform Rental	2,400.00	2,400.00	0.00	0.00	2,400.00
100-1000-531000	Office Supplies	5,460.00	5,460.00	118.06	118.06	5,341.94
100-1000-531008	Fuel	3,120.00	3,120.00	0.00	0.00	3,120.00
100-1000-550000	Professional Memberships and License Fees	34,514.00	34,514.00	492.00	492.00	34,022.00
100-1000-550001	Educational Seminars and Classes	15,237.00	15,237.00	732.47	732.47	14,504.53
100-1000-550002	Mileage Reimbursements	500.00	500.00	0.00	0.00	500.00
100-1000-560001	Collections Over/Short	640.00	640.00	26.57	26.57	613.43
100-1000-560006	Contingency Account	57,430.00	57,430.00	0.00	0.00	57,430.00
100-1000-560007	Community Support	7,145.00	7,145.00	1,050.00	1,050.00	6,095.00

Statement of Revenu	For Fiscal: 2024 - 2025 Period Ending: 07					
		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
100-1000-560010	Miscellaneous	1,500.00	1,500.00	124.31	124.31	1,375.69
	Department: 1000 - Administration Total:	1,977,962.00	1,977,962.00	73,320.66	73,320.66	1,904,641.34
Department: 1001 -	- Human Resources					
100-1001-511000	Regular Salaries and Wages	92,300.00	92,300.00	3,067.22	3,067.22	89,232.78
100-1001-511008	Sick Pay	2,228.00	2,228.00	0.00	0.00	2,228.00
100-1001-512000	FICA	5,769.00	5,769.00	185.59	185.59	5,583.41
100-1001-512001	Medicare	1,292.00	1,292.00	43.41	43.41	1,248.59
100-1001-512002	SC Retirement	25,438.00	25,438.00	845.33	845.33	24,592.67
100-1001-512004	Group Health Insurance	20,496.00	20,496.00	699.74	699.74	19,796.26
100-1001-512006	Workmens Comp Ins.	56,000.00	56,000.00	36,010.16	36,010.16	19,989.84
100-1001-521001	Legal Services	3,600.00	3,600.00	0.00	0.00	3,600.00
100-1001-524001	Advertising and Promotion	1,000.00	1,000.00	0.00	0.00	1,000.00
100-1001-524006	Employee Screening & Testing	3,200.00	3,200.00	95.00	95.00	3,105.00
<u>100-1001-531000</u> <u>100-1001-550000</u>	Office Supplies	600.00	600.00	0.00	0.00	600.00
100-1001-550001	Professional Memberships and License Fees	445.00	445.00	0.00	0.00	445.00
100 1001 330001	Educational Seminars and Classes	2,150.00	2,150.00	0.00	0.00	2,150.00
	Department: 1001 - Human Resources Total:	214,518.00	214,518.00	40,946.45	40,946.45	173,571.55
•	- Information Services					
100-1002-511000	Regular Salaries and Wages	163,946.00	163,946.00	5,411.62	5,411.62	158,534.38
100-1002-511002	Overtime	447.00	447.00	0.00	0.00	447.00
<u>100-1002-511008</u> 100-1002-512000	Sick Pay	5,215.00	5,215.00	40.65	40.65	5,174.35
100-1002-512000	FICA	10,247.00	10,247.00	324.28	324.28	9,922.72
100-1002-512001	Medicare SC Baticament	2,295.00	2,295.00	75.83	75.83	2,219.17
100-1002-512004	SC Retirement Group Health Insurance	45,183.00	45,183.00	1,502.65	1,502.65	43,680.35
100-1002-521002	IT Contracts and Services	32,885.00 460,282.00	32,885.00 460,282.00	1,119.15 65,022.21	1,119.15 65,022.21	31,765.85 395,259.79
100-1002-524000	Telephone and Communications	3,072.00	3,072.00	0.00	0.00	3,072.00
100-1002-526000	Uniform Rental	1,196.00	1,196.00	0.00	0.00	1,196.00
100-1002-532000	Small Tools and Equipment	1,200.00	1,200.00	486.54	486.54	713.46
100-1002-532003	Computer Hardware and Software	15,000.00	15,000.00	1,193.37	1,193.37	13,806.63
100-1002-550000	Professional Memberships and License Fees	270.00	270.00	0.00	0.00	270.00
100-1002-550001	Educational Seminars and Classes	3,840.00	3,840.00	63.72	63.72	3,776.28
100-1002-550002	Mileage Reimbursements	750.00	750.00	0.00	0.00	750.00
100-1002-560010	Miscellaneous	500.00	500.00	0.00	0.00	500.00
	Department: 1002 - Information Services Total:	746,328.00	746,328.00	75,240.02	75,240.02	671,087.98
Department: 1010 -	- Board of Commissioners					
100-1010-511009	Board of Commissioners Pay	9,950.00	9,950.00	135.00	135.00	9,815.00
100-1010-512000	FICA	358.00	358.00	8.37	8.37	349.63
100-1010-512001	Medicare	84.00	84.00	1.98	1.98	82.02
100-1010-512002	SC Retirement	475.00	475.00	24.80	24.80	450.20
<u>100-1010-524000</u> 100-1010-531000	Telephone and Communications	6,600.00	6,600.00	0.00	0.00	6,600.00
100-1010-550001	Office Supplies	1,594.00	1,594.00	0.00	0.00	1,594.00
100-1010-550002	Educational Seminars and Classes	12,075.00	12,075.00	0.00	0.00	12,075.00
100-1010-560004	Mileage Reimbursements	1,500.00	1,500.00	73.70	73.70	1,426.30
	Board Meeting Expense Department: 1010 - Board of Commissioners Total:	5,500.00 38,136.00	5,500.00 38,136.00	0.00 243.85	0.00 243.85	5,500.00 37,892.15
			38,130.00	245.65	243.05	57,652.15
100-1998-550004	District-Wide Employee Support, Promotion & Reten		24,800,00	0.00	0.00	24 800 00
100-1998-551000	In-House Training and Development Employee Appreciation	34,800.00 19,595.00	34,800.00	0.00	0.00	34,800.00
100-1998-551001	Tuition Assistance	19,595.00	19,595.00 11,204.00	276.50 0.00	276.50 0.00	19,318.50 11,204.00
100-1998-551002	Crisis Fund	2,000.00	2,000.00	0.00	0.00	2,000.00
Department: 1998 - Dis	trict-Wide Employee Support, Promotion & Reten	67,599.00	67,599.00	276.50	276.50	67,322.50
	Operational Non-Departmental			10 000 000 000 000 000 000 000 000 000		
100-1999-512005	Retiree Health Insurance	115,000.00	115,000.00	7,939.92	7,939.92	107,060.08
100-1999-512008	Flex Spending Admin Fee Expense	299.00	299.00	10.15	10.15	288.85
100-1999-512009	PEBA Admin Fee Expense	1,667.00	1,667.00	63.45	63.45	1,603.55
100-1999-521005	Other Contractual Services	46,080.00	46,080.00	1,306.25	1,306.25	44,773.75
100-1999-523000	Electricity	38,400.00	38,400.00	0.00	0.00	38,400.00

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Statement of Revenue	Statement of Revenue and Expense For Fiscal: 2024 - 2025 Period Endin			: 07/31/2024		
		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
100-1999-523001	Network Con	F 400.00	F 400.00	0.00	0.00	5,400.00
100-1999-523002	Natural Gas Water and Sewer	5,400.00 7,800.00	5,400.00 7,800.00	0.00	0.00	7,800.00
100-1999-524000	Telephone and Communications	50,400.00	50,400.00	3,538.98	3,538.98	46,861.02
100-1999-524002	General Property & Liability Insurance	80,000.00	80,000.00	5,485.00	5,485.00	74,515.00
100-1999-531001	Janitorial and General Supplies	8,000.00	8,000.00	284.96	284.96	7,715.04
100-1999-532002	Office Furniture and Equipment	2,500.00	2,500.00	0.00	0.00	2,500.00
100-1999-560000	Bad Debt Expense	0.00	0.00	156.17	156.17	-156.17
100-1999-710004	Capital Asset Replacement	562,000.00	562,000.00	0.00	0.00	562,000.00
100-1999-720000	Transfers Out	0.00	0.00	46,833.37	46,833.37	-46,833.37
Departm	ent: 1999 - Operational Non-Departmental Total:	917,546.00	917,546.00	65,618.25	65,618.25	851,927.75
Department: 2000 - E						
100-2000-511000	Regular Salaries and Wages	214,419.00	214,419.00	6,993.56	6,993.56	207,425.44
100-2000-511002	Overtime	403.00	403.00	0.00	0.00	403.00
100-2000-511008	Sick Pay	10,907.00	10,907.00	106.42	106.42	10,800.58
100-2000-512000	FICA	13,401.00	13,401.00	423.35	423.35	12,977.65
100-2000-512001	Medicare	3,002.00	3,002.00	99.01	99.01	2,902.99
100-2000-512002	SC Retirement	59,094.00	59,094.00	1,956.76	1,956.76	57,137.24
<u>100-2000-512004</u> 100-2000-521005	Group Health Insurance	40,992.00	40,992.00	1,399.48	1,399.48	39,592.52
100-2000-522002	Other Contractual Services	12,380.00	12,380.00	60.00	60.00	12,320.00 5,610.37
100-2000-524000	Vehicle Repairs and Maintenance	5,660.00	5,660.00	49.63	49.63 0.00	2,050.00
100-2000-526000	Telephone and Communications Uniform Rental	2,050.00 1,640.00	2,050.00 1,640.00	0.00	0.00	1,640.00
100-2000-531000	Office Supplies	2,100.00	2,100.00	0.00	0.00	2,100.00
100-2000-531003	Safety Gear and Supplies	1,800.00	1,800.00	0.00	0.00	1,800.00
100-2000-531008	Fuel	4,320.00	4,320.00	0.00	0.00	4,320.00
100-2000-532000	Small Tools and Equipment	1,500.00	1,500.00	37.44	37.44	1,462.56
100-2000-550000	Professional Memberships and License Fees	2,330.00	2,330.00	0.00	0.00	2,330.00
100-2000-550001	Educational Seminars and Classes	10,350.00	10,350.00	0.00	0.00	10,350.00
100-2000-560010	Miscellaneous	1,000.00	1,000.00	27.03	27.03	972.97
100-2000-560090	Water Efficiency Rebate Program	1,000.00	1,000.00	0.00	0.00	1,000.00
	Department: 2000 - Engineering Total:	388,348.00	388,348.00	11,152.68	11,152.68	377,195.32
	Distribution (Maintenance)					
100-3000-511000	Regular Salaries and Wages	868,225.00	868,225.00	33,437.72	33,437.72	834,787.28
100-3000-511002	Overtime	58,000.00	58,000.00	1,607.73	1,607.73	56,392.27
100-3000-511008	Sick Pay	41,357.00	41,357.00	1,967.55	1,967.55	39,389.45
<u>100-3000-512000</u> 100-3000-512001	FICA	54,264.00	54,264.00	2,259.51	2,259.51	52,004.49
100-3000-512002	Medicare	12,155.00	12,155.00	528.43	528.43	11,626.57
100-3000-512002	SC Retirement	239,283.00	239,283.00	10,200.75	10,200.75	229,082.25
100-3000-521005	Group Health Insurance	184,538.00	184,538.00	6,589.42	6,589.42	177,948.58 44,040.00
100-3000-522000	Other Contractual Services Building and Grounds Repairs and Mainten	45,282.00 55,000.00	45,282.00 55,000.00	1,242.00 3,383.59	1,242.00 3,383.59	51,616.41
100-3000-522001	Equipment and Machinery Repairs and Mainten	30,000.00	30,000.00	1,049.25	1,049.25	28,950.75
100-3000-522002	Vehicle Repairs and Maintenance	33,600.00	33,600.00	2,443.69	2,443.69	31,156.31
100-3000-524000	Telephone and Communications	14,368.00	14,368.00	12.87	12.87	14,355.13
100-3000-525000	Hauling and tipping fees	4,000.00	4,000.00	0.00	0.00	4,000.00
100-3000-526000	Uniform Rental	19,964.00	19,964.00	1,781.65	1,781.65	18,182.35
100-3000-526001	Equipment Rental	26,900.00	26,900.00	0.00	0.00	26,900.00
100-3000-531002	Shop Supplies and Materials	25,500.00	25,500.00	1,079.94	1,079.94	24,420.06
100-3000-531003	Safety Gear and Supplies	8,400.00	8,400.00	0.00	0.00	8,400.00
100-3000-531004	Patching and Paving Materials	59,196.00	59,196.00	2,348.86	2,348.86	56,847.14
100-3000-531008	Fuel	52,800.00	52,800.00	0.00	0.00	52,800.00
100-3000-531010	Inventory Parts and Supplies	200,000.00	200,000.00	0.00	0.00	200,000.00
100-3000-532000	Small Tools and Equipment	28,020.00	28,020.00	1,985.06	1,985.06	26,034.94
100-3000-541002	Licenses and Permits	150.00	150.00	0.00	0.00	150.00
100-3000-550000	Professional Memberships and License Fees	8,510.00	8,510.00	281.00	281.00	8,229.00
100-3000-550001	Educational Seminars and Classes	9,300.00	9,300.00	602.40	602.40	8,697.60
100-3000-560010	Miscellaneous	3,000.00	3,000.00	107.27	107.27	2,892.73
Depa	artment: 3000 - Distribution (Maintenance) Total:	2,081,812.00	2,081,812.00	72,908.69	72,908.69	2,008,903.31

Statement of Revenue	e and Expense	Expense For Fiscal: 2024 - 2025 Period End				
		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
		Total Budget	Total Budget	WITD ACTIVITY	TID ACTIVITY	Kemaining
Department: 4000 -						
100-4000-511000	Regular Salaries and Wages	200,340.00	200,340.00	6,959.67	6,959.67	193,380.33
100-4000-511002	Overtime	9,690.00	9,690.00	673.75	673.75	9,016.25
100-4000-511008	Sick Pay	4,645.00	4,645.00	137.27	137.27	4,507.73
100-4000-512000	FICA	12,521.00	12,521.00	479.32	479.32	12,041.68
100-4000-512001	Medicare	2,805.00	2,805.00	112.10	112.10	2,692.90
100-4000-512002	SC Retirement	55,214.00	55,214.00	2,141.61	2,141.61	53,072.39
100-4000-512004	Group Health Insurance	31,250.00	31,250.00	798.90	798.90	30,451.10
<u>100-4000-521004</u> 100-4000-522001	Maintenance Contracts	81,000.00	81,000.00	0.00	0.00	81,000.00
100-4000-522001	Equipment and Machinery Repairs and Mai	5,708.00	5,708.00	0.00	0.00	5,708.00
100-4000-524000	Vehicle Repairs and Maintenance	9,920.00	9,920.00	72.02	72.02	9,847.98
100-4000-526000	Telephone and Communications Uniform Rental	8,228.00	8,228.00	27.88	27.88	8,200.12
100-4000-531002	Shop Supplies and Materials	4,836.00	4,836.00	359.56 0.00	359.56 0.00	4,476.44
100-4000-531005	Meters Supplies and Appurtenences	4,000.00 100,000.00	4,000.00 100,000.00	0.00	0.00	4,000.00 100,000.00
100-4000-531008	Fuel			0.00	0.00	15,300.00
100-4000-531010	Inventory Parts & Supplies	15,300.00 151,054.00	15,300.00 151,054.00	0.00	0.00	151,054.00
100-4000-532000	Small Tools and Equipment	3,000.00	3,000.00	0.00	0.00	3,000.00
100-4000-550000	Professional Memberships and License Fees	320.00	320.00	136.00	136.00	184.00
100-4000-550001	Educational Seminars and Classes	7,020.00	7,020.00	0.00	0.00	7,020.00
100-4000-560010	Miscellaneous	750.00	750.00	0.00	0.00	750.00
	Department: 4000 - Meter Total:	707,601.00	707,601.00	11,898.08	11,898.08	695,702.92
Department: 5000 -	Filter Plant		6		<i></i>	
100-5000-511000	Regular Salaries and Wages	927,624.00	927,624.00	27,396.74	27,396.74	900,227.26
100-5000-511002	Overtime	38,359.00	38,359.00	1,615.61	1,615.61	36,743.39
100-5000-511008	Sick Pay	50,985.00	50,985.00	0.00	0.00	50,985.00
100-5000-512000	FICA	57,976.00	57,976.00	1,765.40	1,765.40	56,210.60
100-5000-512001	Medicare	12,987.00	12,987.00	412.84	412.84	12,574.16
100-5000-512002	SC Retirement	255,653.00	255,653.00	7,995.77	7,995.77	247,657.23
100-5000-512004	Group Health Insurance	144,961.00	144,961.00	4,976.72	4,976.72	139,984.28
100-5000-521003	Engineering Contracts and Services	20,000.00	20,000.00	0.00	0.00	20,000.00
100-5000-521004	Maintenance Contracts	58,600.00	58,600.00	164.00	164.00	58,436.00
100-5000-521005	Other Contractual Services	1,800.00	1,800.00	139.90	139.90	1,660.10
100-5000-522000	Building and Grounds Repairs and Mainten	19,890.00	19,890.00	525.00	525.00	19,365.00
100-5000-522001	Equipment and Machinery Repairs and Mai	2,500.00	2,500.00	0.00	0.00	2,500.00
<u>100-5000-522002</u> 100-5000-522004	Vehicle Repairs and Maintenance	4,600.00	4,600.00	-35.82	-35.82	4,635.82
100-5000-523000	Water Filtration System Repairs and Maint	183,000.00	183,000.00	597.77	597.77	182,402.23
100-5000-523001	Electricity	246,960.00	246,960.00	0.00	0.00	246,960.00
100-5000-524000	Natural Gas	12,000.00	12,000.00	0.00	0.00	12,000.00
100-5000-524004	Telephone and Communications Postage and Delivery Fees	16,450.00	16,450.00	471.54 0.00	471.54	15,978.46 1,660.00
100-5000-525000	Hauling and tipping fees	1,660.00 35,400.00	1,660.00	696.50	0.00 696.50	34,703.50
100-5000-526000	Uniform Rental		35,400.00	0.00	0.00	34,703.50 11,494.00
100-5000-526002	Other Rentals	11,494.00 1,670.00	11,494.00 1,670.00	100.00	100.00	1,570.00
100-5000-531000	Office Supplies	6,750.00	6,750.00	7.54	7.54	6,742.46
100-5000-531001	Janitorial and General Supplies	3,000.00	3,000.00	292.28	292.28	2,707.72
100-5000-531003	Safety Gear and Supplies	2,000.00	2,000.00	0.00	0.00	2,000.00
100-5000-531006	Laboratory Supplies and Materials	61,800.00	61,800.00	2,600.62	2,600.62	59,199.38
		453,050.00	453,050.00	19,655.09	19,655.09	433,394.91
100-5000-531007	Chemicals					
<u>100-5000-531007</u> <u>100-5000-531008</u>	Chemicals Fuel		14,800.00	0.00	0.00	14,000.00
the second state of the second		14,800.00 2,150.00	14,800.00 2,150.00	0.00	0.00 0.00	14,800.00 2,150.00
100-5000-531008	Fuel	14,800.00 2,150.00				
100-5000-531008 100-5000-532003	Fuel Computer Hardware and Software	14,800.00	2,150.00	0.00	0.00	2,150.00
100-5000-531008 100-5000-532003 100-5000-541000	Fuel Computer Hardware and Software Testing	14,800.00 2,150.00 5,500.00	2,150.00 5,500.00	0.00 0.00	0.00 0.00	2,150.00 5,500.00
100-5000-531008 100-5000-532003 100-5000-541000 100-5000-541002	Fuel Computer Hardware and Software Testing Licenses, Permits & Fees	14,800.00 2,150.00 5,500.00 23,130.00	2,150.00 5,500.00 23,130.00	0.00 0.00 1,000.00	0.00 0.00 1,000.00	2,150.00 5,500.00 22,130.00
100-5000-531008 100-5000-532003 100-5000-541000 100-5000-541002 100-5000-550000	Fuel Computer Hardware and Software Testing Licenses, Permits & Fees Professional Memberships and License Fees	14,800.00 2,150.00 5,500.00 23,130.00 2,535.00	2,150.00 5,500.00 23,130.00 2,535.00	0.00 0.00 1,000.00 0.00	0.00 0.00 1,000.00 0.00	2,150.00 5,500.00 22,130.00 2,535.00
100-5000-531008 100-5000-532003 100-5000-541000 100-5000-541002 100-5000-550000 100-5000-550001	Fuel Computer Hardware and Software Testing Licenses, Permits & Fees Professional Memberships and License Fees Educational Seminars and Classes	14,800.00 2,150.00 5,500.00 23,130.00 2,535.00 16,100.00	2,150.00 5,500.00 23,130.00 2,535.00 16,100.00	0.00 0.00 1,000.00 0.00 589.60	0.00 0.00 1,000.00 0.00 589.60	2,150.00 5,500.00 22,130.00 2,535.00 15,510.40

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Statement of Revenu	e and Expense		For F	iscal: 2024 - 202	5 Period Ending	g: 07/31/2024
		Original	Current			Budget
		Total Budget	Total Budget	MTD Activity	YTD Activity	Remaining
100-5000-951005	Computer and Information Technology	60,000.00	60,000.00	0.00	0.00	60,000.00
	Department: 5000 - Filter Plant Total:	2,772,884.00	2,772,884.00	71,192.27	71,192.27	2,701,691.73
		9,912,734.00	9,912,734.00	422,797.45	422,797.45	9,489,936.55
Function: 9500 - Non-	Operating Expense					
Department: 9500 -	Non-Operating Expense					
100-9500-710001	Debt Service Interest Expense	828,325.00	828,325.00	10,277.08	10,277.08	818,047.92

Expense Total:

Total Surplus (Deficit):

77,540.00

905,865.00

905,865.00

0.00

10,818,599.00

77,540.00

905,865.00

905,865.00

0.00

10,818,599.00

1,088.11

11,365.19

11,365.19

434,162.64

-191,083.04

100-9500-710002 **Capital Lease Interest Expense** Department: 9500 - Non-Operating Expense Total: Function: 9500 - Non-Operating Expense Total: 76,451.89

894,499.81

894,499.81

1,088.11

11,365.19

11,365.19

434,162.64

-191,083.04

Statement of Revenue and Expense

For Fiscal: 2024 - 2025 Period Ending: 07/31/2024

Group Summary

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget
Department	iotai Buuget	Total buuget	WITD ACTIVITY	TID Activity	Remaining
Revenue					
Function: 0100 - Operating Revenue					
0100 - Operating Revenue	10,669,505.00	10,669,505.00	226,434.60	226,434.60	10,443,070.40
Function: 0100 - Operating Revenue Total:	10,669,505.00	10,669,505.00	226,434.60	226,434.60	10,443,070.40
Function: 9000 - Non-Operating Revenue					
9000 - Non-Operating Revenue	149,094.00	149,094.00	16,645.00	16,645.00	132,449.00
Function: 9000 - Non-Operating Revenue Total:	149,094.00	149,094.00	16,645.00	16,645.00	132,449.00
Revenue Total:	10,818,599.00	10,818,599.00	243,079.60	243,079.60	10,575,519.40
Expense					
Function: 1000 - Operating Expenes					
1000 - Administration	1,977,962.00	1,977,962.00	73,320.66	73,320.66	1,904,641.34
1001 - Human Resources	214,518.00	214,518.00	40,946.45	40,946.45	173,571.55
1002 - Information Services	746,328.00	746,328.00	75,240.02	75,240.02	671,087.98
1010 - Board of Commissioners	38,136.00	38,136.00	243.85	243.85	37,892.15
1998 - District-Wide Employee Support, Promotion & Retent	67,599.00	67,599.00	276.50	276.50	67,322.50
1999 - Operational Non-Departmental	917,546.00	917,546.00	65,618.25	65,618.25	851,927.75
2000 - Engineering	388,348.00	388,348.00	11,152.68	11,152.68	377,195.32
3000 - Distribution (Maintenance)	2,081,812.00	2,081,812.00	72,908.69	72,908.69	2,008,903.31
4000 - Meter	707,601.00	707,601.00	11,898.08	11,898.08	695,702.92
5000 - Filter Plant	2,772,884.00	2,772,884.00	71,192.27	71,192.27	2,701,691.73
Function: 1000 - Operating Expenes Total:	9,912,734.00	9,912,734.00	422,797.45	422,797.45	9,489,936.55
Function: 9500 - Non-Operating Expense					
9500 - Non-Operating Expense	905,865.00	905,865.00	11,365.19	11,365.19	894,499.81
Function: 9500 - Non-Operating Expense Total:	905,865.00	905,865.00	11,365.19	11,365.19	894,499.81
Expense Total:	10,818,599.00	10,818,599.00	434,162.64	434,162.64	10,384,436.36
Total Surplus (Deficit):	0.00	0.00	-191,083.04	-191,083.04	

Statement of Revenue and Expense

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For Fiscal: 2024 - 2025 Period Ending: 07/31/2024

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Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
100 - Operations Fund	0.00	0.00	-191,083.04	-191,083.04	191,083.04
Total Surplus (Deficit):	0.00	0.00	-191,083.04	-191,083.04	

AGREEMENT FOR SERVICES

COUNTY OF CHESTER

THIS AGREEMENT FOR SERVICES (Agreement) is made and entered into this the day of ______, 2024, by and between the Chester Metropolitan District, a special purpose district organized and existing pursuant to the laws of the state of South Carolina (the District), and <u>Hazen and Sawyer</u>, a Corporation organized under the laws of the State of New York (the Company). District and Company are sometimes hereafter referred to as the Parties.

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WHEREAS, District has need of such services as are set forth more fully in Exhibit A, Scop of Services attached hereto and incorporated herein by reference; and

WHEREAS, Company wishes to provide such services to the District as are set forth herein as Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. <u>Provision of Services.</u> Company shall provide to District such services of the Company as are more fully set forth in **Exhibit A** attached hereto (the Services) upon such payment terms as are more fully set forth in **Exhibit A**.

2. <u>Term.</u> The Term of this Agreement shall be twenty (20) months from the date of the Notice to Proceed, with both parties having the option to renew this Agreement, if both parties consent to such renewal in writing.

3. <u>Payment for Services.</u> This is a not-to exceed contract in the amount of \$1,246,498.00 as shown in Exhibit B. The District shall pay Company for such Services of Company as are rendered promptly, properly and completely in accordance with all of the terms and conditions of this Agreement within thirty (30) days of receiving the invoice(s) for such services in accordance with the terms and conditions of Section II, Paragraph 5 of this agreement.

4. <u>Independent Contractor Status.</u> The Parties hereby agree that Company is an Independent Contractor of District and that nothing in this Agreement shall be deemed to place the Parties in the relationship of employer/employee, partners, or joint venturers. Neither Party shall have the right to obligate or bind the other in any manner. Each Party agrees and acknowledge that it will not hold itself out as an authorized agent with the power to bind the other Party in any manner. Each Party shall only be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, or other similar taxes or charges with respect to its activities in relation to performance of its obligations under this Agreement.

5. <u>No Subcontractors.</u> Company hereby agrees that Company shall not delegate, subcontract or assign all or any portion of its obligation to provide services hereunder without the express written consent of the District.

6. <u>Assignment and Assumption</u>. Neither Party may sell, convey, assign, transfer, hypothecate, encumber or permit or suffer any encumbrance of all or any portion of its interest in this Agreement unless approved in writing in advance by both parties, or unless otherwise permitted by law. Any attempt to so transfer or encumber any such interest in contravention hereof shall be void.

7. <u>Performance Bond.</u> Company agrees that Company shall post a payment and performance bond in the amount of $_N/A_$ unless such requirement has been waived by the Executive Director of the District, who shall so indicate by initialing here_FWC____. Such payment and performance bond shall be of an amount that is at least equal to the sum total of the payments to be made by the District for the Services and shall, by its terms, ensure the prompt, proper and complete performance by Company of all of the terms and conditions of this Agreement.

8. **Default.** The following events shall constitute a default of this Agreement:

(A) Failure of Company to perform the Services in a timely fashion;

(B) Defects in materials and/or workmanship provided by Company pursuant to this Agreement which are recurring or substantial, in the sole opinion of the District;

(C) Defects or deficiencies in the provision of the Services which are recurring or substantial in nature, in the sole opinion of the District;

(D) Failure of Company, upon receiving written notice from District as provided in Section II, Paragraph 5 herein below, to promptly remedy, within 30 days, any defects in materials or workmanship which are provided by Company pursuant to this Agreement;

(E) Failure by Company, upon receiving written notice from District as provided in Section II, Paragraph 5 herein to promptly correct, within 30 days, any defects or deficiencies in the provision of the Services being provided by Company pursuant to this Agreement;

(F) Any affirmative act of insolvency by Company, or the filing by Company of any petition under any bankruptcy, reorganization, insolvency, or moratorium law, or any law for the relief of, or relating to, debtors;

(G) Any assignment by Company for the benefit of creditors;

(H) The filing of any involuntary petition under any bankruptcy statute against Company; or

(I) The nonperformance by Company of any other term, covenant, or condition of this Agreement which is not cured within 30 days after receiving written notice thereof from the District, as provided in Section II, Paragraph 5 herein below.

9. <u>Remedies on Default.</u> Except as otherwise provided by this Agreement, the District may, without notice to or demand on Company, on occurrence of any of the foregoing events of default:

(A) Terminate this Agreement, such termination to be effective 10 days following written notice by the District to Company of the District's election to terminate this Agreement in accordance with Section II, Paragraph 5 herein below;

(B) Sue for and collect all sums or amounts due the District as a result of defaults of this Agreement by Company, including incidental and consequential damages resulting therefrom;

(C) Exercise any remedy provided for by this Agreement; and

(D) Exercise any applicable legal or equitable remedy available according to South Carolina law.

10. <u>Attorneys' Fees.</u> In the event that either Party defaults on its obligations under this Agreement, the non-defaulting Party shall be entitled to recover from the defaulting Party the costs and reasonable attorneys' fees incurred in the enforcement of any provision of this Agreement.

11. <u>Indemnification</u>. Company agrees to and shall indemnify and hold the District harmless from and against liability, loss, damages or injury, and costs and expenses (including reasonable attorney's fees and costs of any suit related thereto), suffered or incurred by the District, arising from bodily injury or property damage caused by Company's negligent performance of this Agreement.

12. Insurance. Company agrees that Company shall keep and maintain general automobile liability insurance in the amount of \$500,000 per occurrence and \$1,000,000 in the aggregate on all vehicles which Contractor brings onto the District property in use in any manner in the provision of the Services, including transportation to and from the site(s) where the Services are rendered; and Company further agrees that Company shall maintain general liability insurance in the amount of at least \$500,000 per incident and \$1,000,000 in the aggregate; and Company agrees that Company shall maintain Worker's Compensation Insurance on all of Company's employees in the amounts required by South Carolina law. In no event shall Company as self-insurer for the purposes of Worker's Compensation Insurance. Company also agrees that Company shall provide Worker's Compensation Insurance, Automobile Liability Insurance, General Liability Insurance, Endorsements, if applicable, to the District.

All insurance shall be provided by some insurance company approved by the District.

Section II.

MISCELLANEOUS

1. <u>Caption Sections.</u> Paragraphs, titles, headings and captions contained in this Agreement are inserted only for convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

2. <u>Waiver and Severability.</u> If any part of this Agreement, for any reason, is declared invalid or void, such declaration shall not affect the remaining portions of the Agreement which shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated. However, if any provision which has been declared invalid or unenforceable shall be a provision that would prevent the continued and complete performance of this Agreement by Company and the District, then the Company and the District hereby agree that they will renegotiate that term or provision in order to otherwise render the Agreement valid and enforceable. If either of the Company or the District decides not to enforce a provision of this Agreement, such decision in favor of non-enforcement shall not constitute a complete and full waiver of the right of that person or entity in the future to enforce that provision of the Agreement in the event of any subsequent breach or failure to comply in full with that provision of the Agreement.

3. <u>Governing Law.</u> This Agreement shall be governed by, construed and interpreted under, and enforced exclusively in accordance with the laws of the state of South Carolina, and the courts of the state of South Carolina, Sixth Judicial Circuit, Court of Common Pleas for Chester County, South Carolina, shall have exclusive jurisdiction with respect to any dispute arising hereunder. The parties hereto submit themselves to the jurisdiction of the said court.

4. <u>No Arbitration</u>. No dispute arising under the terms of this agreement shall be subjected to arbitration unless agreed to in writing and signed by the parties to the dispute subsequent to the date of execution of this agreement.

5. <u>Notices.</u> All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified or registered mail, postage prepaid, addressed as follows:

To the District:

Fred W. Castles, III, Executive Director Chester Metropolitan District P.O. Box 550 Chester, SC 29706

With Copy to:

Gaston, Marion, Stubbs, Hunter & Swancy, PA Ryan S. Swancy - Attorney P.O. Box 608 Chester, SC 29706

To the Company:

David S. Briley, PE Vice President Hazen and Sawyer 1122 Lady Street, Suite 1230 Columbia, SC 20201

6. <u>Execution in Counterparts.</u> This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of Company and the District as long as each of them has signed one or more of such counterparts.

7. <u>No Construction Against Drafter.</u> The District and Company hereby acknowledge that they have reviewed this Agreement and have been afforded an opportunity to consult with an attorney. The District and Company concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

8. <u>Covenant to Sign Other Documents.</u> The District and Company acknowledge that consummation of the transaction contemplated hereby may require the execution prior hereto, contemporaneously herewith, and/or sometime hereafter, of certain documents in addition to this Agreement which each of them, by their signatures herein below, covenants, represents and warrants that it will promptly do.

9. <u>Modification and Amendment.</u> No change, amendment or modification of this Agreement shall be effective unless agreed to in writing and signed by both the Company and the District.

10. <u>Warranty of Authority.</u> It is agreed by Company and the District that the terms of this Agreement are contractual in nature, and not merely a recital, and all signatory parties hereto represent and warrant that they have the full and complete authority to execute and enter into this Agreement.

11. <u>Terms of this Agreement Controlling.</u> It is agreed that in the event of any inconsistency or conflict between any term, covenant or condition of this Agreement and any other document pertaining to this Agreement, including but not limited to any RFPs (Request for Proposals), responses to RFPs, bids, letters, memorandums, correspondence or any amendments or modifications thereof (Documents), that all terms, covenants and conditions of this Agreement shall in all respects be controlling, and any contrary term, covenant or condition in the Documents, or any amendment or modification thereof, is hereby displaced.

12. <u>Entire Agreement.</u> Except as otherwise provided herein, this Agreement shall constitute the entire and full agreement and understanding between Company and the District, and shall supersede all prior and/or contemporaneous agreements, understandings and discussions between them, written and/or oral, all of which shall be deemed merged into this Agreement and shall be of no further force and effect.

IN WITNESS WHEREOF, Company and the District have hereunto set their hands and seals at Chester, South Carolina, in one or more counterparts, each to rank as an original, the date and year first above written.

Chester Metropolitan District

By:_____

Its: _____

Hazen and Sawyer

B

Its: Vice President

Witnesses:

Witnesses:

10 00

Approved by:

Chester Metropolitan District's Attorney _____

EXHIBIT "A"

Insert Scope of Services Here

EXHIBIT "B"

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Insert Fee Estimate here

EXHIBIT "A"

SCOPE OF SERVICES

Chester Metropolitan District

Engineering Services for the Chester Metropolitan District Water Plant – Phase 1 Upgrades Construction Phase Services

The scope of work to be provided by ENGINEER includes professional services for the elements listed below.

DESCRIPTION OF THE PROJECT

Chester Metropolitan District (CMD) owns and operates the 7.6-MGD Robert W. Hemphill Water Treatment Plant (WTF), located on the Catawba River in Fort Lawn, South Carolina. CMD retained Hazen and Sawyer to prepare a *Preliminary Engineering Report for the Proposed Improvements to the Robert W. Hemphill Water Treatment Facility* (2022). Hazen has assisted CMD with design, permitting, and bidding of the Phase 1 Improvements.

Construction Phase Services:

TASK 800 – Engineering Services During Construction

CONSULTANT shall also provide engineering services during construction, to include construction administration and limited observation. The Chester Metropolitan District anticipates periodic construction observation during critical phases of construction. Part-time construction observation will be provided and budgeted through the duration of construction. It is assumed that the construction duration for this project shall be twenty (20) months.

CONSULTANT will provide general services during construction as described herein. In the performance of its services during the Construction Services, CONSULTANT shall not supervise, direct or have control over Contractor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor's.

810 General Administration of Construction Contract

- Pre-Construction Conference The CONSULTANT will set up the meeting, prepare the agenda for, and conduct the pre-construction conferences. Minutes of the meeting will be prepared and distributed to all attendees.
- Progress Review Meetings The CONSULTANT shall schedule, prepare for, attend, and conduct
 progress meetings at the project site to include the CMD's personnel and the Contractor's
 representative. One Hazen engineering staff will attend each meeting in person. These meetings
 shall be normally held on a monthly basis. Minutes of the meetings will be prepared and
 distributed to all attendees and key project team members. The CONSULTANT will verify that the
 Contractor is responsive to the CMD and/or CONSULTANT concerns expressed during the course of
 the project, including maintaining the project schedule.

- Contract Administrations The CONSULTANT manages the efforts of its project team members and sub-consultants by assigning manpower, delegating responsibilities, reviewing work progress, monitoring budget and schedule, and directing the progress of the work. As part of project administration, The CONSULTANT shall:
 - Submit monthly invoices, including amounts invoiced by sub-consultants in a timely manner and in accordance with the Owner's invoicing procedures.
 - Provide monthly progress reports with the invoice, to include a summary of activities performed for the invoicing period and an update to the project schedule.
 - Provide general administrative services during construction. These items may include but are
 not limited to contractor coordination and correspondence; communication and coordination
 with CMD; working with the CMD and contractor to coordinate temporary operations and
 shutdowns; and provide general record keeping of the project.

820 Conformed Documents and Submittal & Pay Application Review

- CONSULTANT will prepare conformed specifications and drawings in electronic and printed format. The conformed drawings will represent the contracted improvements including selected alternates to be released to the Contractor for construction and contract execution between CMD and the CONTRACTOR.
- Shop Drawing Review: CONSULTANT will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds, and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CMD with written comments.
- Request for Information (RFI): CONSULTANT will review and respond to Contractor's RFI as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation
 of design clarifications and other routine supplementary information. This work will be performed
 by the CONSULTANT and reviewed with the CMD. CONSULTANT will issue necessary
 interpretations and clarifications of the Contract Documents; have authority, as the CMD
 representative, to require special inspection or testing of the work; act as initial interpreter of the
 requirements of the Contract Documents and judge of the acceptability of the work thereunder,
 and make decisions on claims of the CMD and Contractor relating to the acceptability of the work
 or the interpretation of the requirements of the Contract Documents pertaining to the execution
 and progress of the work.
- Testing Results: Consultant will review results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance. See item 840 for more details associated with testing results.
- Review of Applications for Payment: CONSULTANT shall review the applications for payment with the accompanying data based on on-site observations regarding the state of completion of the work, proper storage and maintenance of stored materials, and appropriateness of pay requests. CONSULTANT will review the amounts payable to Contractor on a monthly basis and provide the CONSULTANT's recommendation for payment to the CMD in a timely manner.

830 Change Management

Change Orders and Time Extensions: CONSULTANT will provide services in connection with change
orders to the Construction Contract to reflect minor changes or deletions requested by the CMD,
CONSULTANT, or the Contractor and make revisions to Drawings and Specifications occasioned
thereby. An accurate listing of additional costs and credits as a result of change orders will be
maintained by CONSULTANT. Upon receipt of a requested change order, CONSULTANT will review
it in detail and then discuss it with CMD, and, together, will determine the manner in which to
proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the
CMD or Contractor may require additional analyses or evaluation beyond the scope of this
Contract.

840 Completion Monitoring & Documentation

- Quality Assurance Testing: CONSULTANT will specify and witness the quality assurance testing that is necessary for the project in the construction specifications relative to its designs. Any expenses associated with testing procedures and results shall be reimbursed at cost plus 10%. An estimated expense for this work is included in Exhibit B of this Scope and will be an additional charge once the extent of testing necessary is determined for the project.
- Hazen will have a professional on site during key project milestones to verify design compliance with the contract documents and verify completion of work.

850 Periodic Construction Observation

- The CONSULTANT will provide periodic construction observation. It is estimated that the project duration will last 20 months. A budget of 1,760 observation hours is budgeted in this scope of services (approximately 22 hours per week for 18 months). Additional hours beyond this budget will not be provided unless authorized by the CMD.
- The CONSULTANT will work with CMD to coordinate and assist with dispute resolutions in the event they arise.

TASK 900 - Full Time Construction Inspection

Full Time Construction Inspection is not included in this scope. See task 850 for construction observations.

TASK 1000 – Project Closeout

1010 Record Drawings

• Using information provided by the Contractor, the Engineer shall provide Record Drawings of the project. The CONSULTANT shall confirm the validity of the record drawing information provided by the Contractor by using digital photographs and other techniques to provide records of construction details. In that record drawings are based on information provided by others, the Engineer cannot and do not warrant their accuracy. CONSULTANT will prepare record drawings in electronic (PDF) format.

1020 Punch List and Final Inspection

- Final Inspections: CONSULTANT will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CMD to determine if the Project has reached substantial and/or final completion.

- Prepare a punch list of work items remaining. The CONSULTANT will assist in resolving punch list items with the Contractor and shall perform follow-up inspections to verify the satisfactory resolution of all punch list items.
- Conduct one final inspection to determine if the work is acceptable, so that CONSULTANT may recommend, in writing, final payment to the Contractor and may give written notice to the CMD and the Contractor that the work is acceptable.

1030 O&M Submittals

• At the conclusion of the project, CONSULTANT will receive, review and transmit to the CMD with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.

1040 Final Notice of Acceptability of the Work

- See Task 1020 of this agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the CONSULTANT will provide written notice to the CMD when the CONSULTANT deems the work to be complete and acceptable.

1050 SCDHEC Permit to Operate

 Upon CMD acceptance of the final construction, The CMD will provide an Owner's Letter of Acceptance and copies of all test results. CONSULTANT will submit these documents along with an Engineer's Letter of Certification and copies of the record drawings to SCDHEC with a request for Permits to Operate for the water facilities.

RESPONSIBILITES OF THE OWNER

The responsibilities of Chester Metropolitan District as described herein are amended and supplemented as follows:

The CMD agrees to perform the following:

- Respond to requests for information and review deliverables in a timely manner.
- Provide available data as requested in the agreement.
- Upon the CMD acceptance of the final construction and provide an Owner's Letter of Acceptance.

SCHEDULE B – COMPENSATION

For the Additional and/or Changed Services to services set forth above, CLIENT shall pay HAZEN the following additional compensation:

EXHIBIT "B"

Hazen

Hemphill WTF Phase 1 Improvements - Construction Phase Services LOE August 6, 2024

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