



REGULAR BOARD MEETING

APRIL 22, 2025 AT 9:00 AM

BRWA BUSINESS OFFICE – 112 N MAIN STREET

AGENDA

112 North Main Street, Rutherfordton, NC 28139

PHONE: 828.286.0604 | FAX: 877.375.1630

A. WELCOME/ROLL CALL

B. CALL TO ORDER

C. APPROVAL OF MINUTES

- [1.](#) Regular Meeting Minutes of March 25, 2025

D. SPECIAL PRESENTATIONS

E. PUBLIC PRESENTATIONS

F. APPROVAL OF AGENDA

G. NEW BUSINESS

- [1.](#) Resolution 03-25: Bolton & Menk Agreement and Scope of Services for Lead Service Line Inventory
- [2.](#) Resolution 04-25: Consideration to Adopt 2024 Local Water Supply Plan
- [3.](#) Designation of Delegates for NCRWA Annual Meeting
4. Highlights of Proposed FY 26 Budget - Presentation to be provided

H. REPORTS

- [1.](#) Director's Report
Discussion/ Update on Fluoridation
- [2.](#) Financial Reports for March 2025

I. BOARD MEMBER REMARKS

J. ADJOURNMENT

MINUTES OF THE REGULAR BOARD MEETING OF THE BROAD RIVER WATER AUTHORITY

March 25, 2025

The Regular board meeting of the Broad River Water Authority was held Tuesday, March 25, 2025 at 1:00 pm at the BRWA business office.

Present were Board members: Danny Searcy, Chairman
 Jamie Guillermo, Vice Chair
 Stan Clements
 David Guy
 Brandon Harrill
 Scott Webber

Absent: Steve Garrison
 Jenny Piper

BRWA Staff Members Present: Maria Hunnicutt
 Reid Hammett
 Brad Joyner

Attorney: John Crotts, King Law Offices

Welcome

Attendees were welcomed at 1:00 pm by Chairman Danny Searcy.

Approval of Minutes

The minutes of the Regular Board Meeting of January 28 were reviewed. A motion to approve the minutes was made by David Guy and seconded by Jamie Guillermo. Minutes were unanimously approved.

Presentations

None

Approval of Agenda

A motion to approve the agenda as presented was made by Stan Clements, seconded Brandon Harrill, and approved unanimously.

Broad River Water Authority Meeting Minutes**March 25, 2025****New Business**

Resolution 02-25 “Revision to FY 2025 Budget” was discussed. The revised budget amendment captured an increase in operational expenses of \$203,180 mostly related to hurricane response and the settlement agreement with MuniBilling. The capital improvements budget was decreased by \$203,180 to reduce funds for projects that will not be completed in FY 25 and to adjust for additional expenditures. The net balance of changes is zero with no additional funds to be transferred from the capital reserve fund from the original adopted budget. A motion for approval of Resolution 02-25 was made by Jamie Guillermo, seconded by Brandon Harrill, and approved unanimously.

The Board discussed a consideration of the 5/3 ATM renewal agreement. Currently the monthly rent payments are \$300/month. The motion was made by Stan Clements to renew the agreement for a 5 year period at a rate of \$500/month. The motion was seconded by David Guy, and approved unanimously.

The Board reviewed a response prepared to the LGC to address the Financial Performance Indicators of Concern (FPIC) related to the Authority’s FY 24 Audit. The Water Capital Asset Condition Ratio calculates the remaining useful life of the organization’s assets. A value of less than 0.5 may signal the need to replace the assets in the near future. The Authority’s condition ratio is 0.496. The response included a review of the Authority’s asset management plan, Capital Improvement Plan, and the Master Plan completed in March 2024. The FPIC response requires approval from the Board. The motion to approve the response was made by Scott Webber, seconded by Jamie Guillermo, and approved unanimously.

Reports

An overview of the monthly Leadership Team presentation was provided highlighting the Projects, People and Priorities for the month. The financial reports for January 2025 and February 2025 was also discussed.

Board Member Remarks

David Guy expressed his appreciation for the Authority’s leadership and outreach. Stan Clements stated the need to increase sales. Danny Searcy gave support for the strategic plan. Scott Webber expressed appreciation for the contributions to assist the Town of Spindale with the Skate Park.

With a motion by Steve Garrison, a second from Brandon Harrill, and unanimous approval, the meeting was adjourned at 2:00 pm.

The next meeting is scheduled for April 22, 2025 at 9:00 am in the business office.

Respectfully submitted,

Maria S. Hunnicutt, Secretary

Item G-1: Bolton & Menk Agreement and Scope of Services for Lead Service Line Inventory

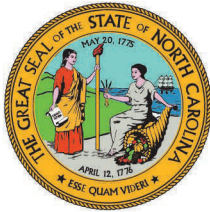
The Authority received the attached Letter of Intent to Fund our Lead Service Line Inventory at an amount of \$1,000,000 from DWSRF LSLR funds. One hundred percent (100%) of the loan, up to a maximum of \$1,000,000, will be forgiven and the remainder will be repayable at 0.00% interest. A loan fee of 2% will be applied.

Bolton & Menk has been assisting the Authority with ArcGIS Online Administration and data migration since December 2024 to support the lead service line inventory required by EPA. Resolution 03-25 approves the agreement for professional services from Bolton & Menk funded by the \$1,000,000 award to continue assisting with the Authority with the creation and enhancement of our Lead Service Line (LSL) inventory utilizing the ArcGIS Online GIS-based inventory tool. This work is divided into 4 phases.

- **Phase 1** – Existing Records Review
- **Phase 2** – Public Engagement
- **Phase 3** – Property Inspections & Inventory Submittal
- **Phase 4** – Additional LCRI Compliance Items

This agreement proposes \$958,980 is to be designated for Bolton & Menk, and \$41,020 for Authority staff to conduct work and be reimbursed.

Staff recommends moving forward with Bolton & Menk on this project and requests approval of Resolution 03-25. Representatives of Bolton & Menk will attend the Board meeting virtually to review the scope of work and be available for questions.



NORTH CAROLINA
Environmental Quality

March 25, 2025

JOSH STEIN
Governor
D. REID WILSON
Secretary
SHADI ESKAF
Director

Ms. Maria S. Honeycutt, Executive Director
Broad River Water Authority
PO Box 1269
Rutherfordton, NC 28139

Subject: Lead Service Line Inventory Program
Letter of Intent to Fund
Broad River Water Authority
Water Lead Service Line Inventory
February 2025 SWIA Award
Project No.: SRF-D-LSL-0138

Dear Ms. Honeycutt:

The Division of Water Infrastructure (Division) has reviewed your application, and the State Water Infrastructure Authority (SWIA) has approved your Lead Service Line Replacement (LSLR) project as eligible to receive a total funding amount of \$1,000,000 from DWSRF LSLR funds. One hundred percent (100%) of the loan, up to a maximum of \$1,000,000, will be forgiven and the remainder will be repayable at 0.00% interest. A loan fee of 2% will be applied to the total funding amount.

Please note that this intent to fund is contingent on the Division receiving DWSRF LSLR funds from USEPA, approval of the loan through the Local Government Commission, and on meeting all of the following milestones:

Milestone	Deadline date
Scope of Work Submittal	May 1, 2025
Scope of Work Approval	June 2, 2025
Completion of LSLR inventory Scope of Work	February 27, 2026

The Division will consider granting milestone timeline modification including extensions if good cause for extension can be provided. Failure to meet any milestone may result in the forfeiture of funding for the proposed project.

The Scope of Work for projects that include inventorying work must be developed using the guidance document downloadable at <https://www.deq.nc.gov/water-infrastructure/guidance-lslr-scope-may-2024/download?attachment>.



Ms. Maria S Honeycutt, Executive Director
Broad River Water Authority
March 25, 2025
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Electronic Document Submittal

All project documents, including milestone extension requests, must be submitted to the Division via the documentation submittal form located at <https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form>. Use of this form provides more seamless document tracking, processing, filing, accessibility, and security via our electronic document repository, Laserfiche. The link and a list of frequently asked questions can also be accessed from the Division's *I Have Funding* page, <https://www.deq.nc.gov/about/divisions/water-infrastructure/i-have-funding>.

Upon detailed review of the project during the funding process, it may be determined that portions of your project are not eligible for funding and the total funding amount may be reduced. Additionally, changes in the scope or priority points awarded – based on additional information that becomes apparent during project review – may also result in changes to the total funding amount and loan terms.

Disbursement of Funds

Funds are disbursed for eligible costs that are documented as part of the project only after the costs have been incurred and all necessary documentation has been received and approved by the Division beforehand. Prior to requesting the first disbursement on your project, you will be asked to submit to the Division via the link above several required documents, including but not limited to:

1. Copy of the original funding offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed “Standard Conditions and Assurances”.
2. A resolution adopted by the governing body accepting the funding offer and making the applicable assurances contained therein.
3. Copies of all executed service agreements and/or contracts.

The Division will communicate to you when these documents are required.

Once all documents have been received and approved, you may request disbursements using the Division's Disbursement Request form. If you request funds prior to paying contractors, you will have three business days to pay contractors upon receipt of funds.

Approval of Debt by Local Government Commission

Projects funded with a loan component must receive approval from the Local Government Commission (LGC). Final approval of debt must be coordinated directly with the LGC after approval is received either for the Scope of Work or the Engineering Report, as applicable. The following items must be submitted to the LGC:

1. Funding Application
2. LGC Form 108A
3. LGC Form 108C
4. Letter of Intent to Fund (LOIF)
5. Scope of Work
6. Scope of Work Approval Letter

Ms. Maria S Honeycutt, Executive Director
Broad River Water Authority
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Documents must be e-mailed to srf@nctreasurer.com. When ready to obtain debt approval, investor-owned water corporations should contact LGC staff and also notify the North Carolina Utilities Commission to ensure regulatory requirements are met.

Joint Legislative Committee on Local Government Notification Requirements

In accordance with G.S. 120-157.2, local government units with projects that require debt equal or greater than \$1,000,000 must submit a letter to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission. You are responsible for submitting that letter and providing a copy to the Division.

Davis-Bacon Requirements and American Iron and Steel Provisions

Projects funded through the State Revolving Fund (SRF) programs must comply with Davis-Bacon wage requirements and American Iron and Steel provisions. You can find standard specifications covering these requirements on our website.

Build America, Buy America Act (BABA)

Projects funded through the DWSRF LSLR funds must comply with the Build America, Buy America Act (BABA). BABA requires that iron, steel, manufactured products, and construction materials used in infrastructure projects are produced in the United States. You can find additional information at the following link: <https://www.epa.gov/cwsrf/build-america-buy-america-baba>

Upon receipt of your letter of intent to fund, please fill out the attached Federal ID & Unique Entity ID (UEI) form and submit it through Laserfiche using the link provided above.

If you choose to decline this funding, please send a letter on the applicant’s letterhead, signed by the Authorized Representative as declared in the application, within 30 days of receipt of this letter. **Applications for projects already funded will only be considered for additional funds to cover unfunded project costs.**

If you have any questions, please contact Suzanne Molloy, P.E., either by telephone at 828.296.4590 or by email at suzanne.molloy@deq.nc.gov.

Sincerely,

Signed by: *Stephanie Suter* On behalf of Shadi Eskaf
ECDB3F178E434D9...
Shadi Eskaf, Director
Division of Water Infrastructure, NCDEQ

Ms. Maria S Honeycutt, Executive Director
Broad River Water Authority
March 25, 2025
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Enclosures: Federal Tax ID/Unique Entity ID (UEID) Form

EC: Amanda Whitaker, WithersRavenel, Inc. (awhitaker@withersravenel.com)
Tom Poe, P.E., WithersRavenel, Inc. (tpoe@withersravenel.com)
David Giachini, P.E., DWI (via DocuSign)
Suzanne Molloy, P.E., DWI (via DocuSign)
Renee Parkman, P.E., DWI (via DocuSign)

DWI Agreement ID 2000081896 (**COM_LOIF**)

RESOLUTION NO. 03-25

Meeting of April 22, 2025

**APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES
FOR LEAD SERVICE LINE INVENTORY**

WHEREAS, the Division of Water Infrastructure (DWI) issued a Letter of Intent to Fund the Lead Service Line Project at a total of \$1,000,000; and

WHEREAS, Bolton & Menk has prepared a proposal for professional services outlining the tasks necessary for development and management of the inventory in accordance with the Environmental Protection Agency (EPA) Lead and Copper Rule Improvements (LCRI) for which the compliance date is November 1, 2027; and

WHEREAS, this proposal includes a fee of \$958,980 with a portion lump sum (\$487,280) and a portion as hourly not to exceed (\$471,100); and

WHEREAS, these professional fees will be reimbursed to the Authority by the DWI funds.

NOW, THEREFORE, BE IT RESOLVED BY THE BROAD RIVER WATER AUTHORITY:

1. The agreement for professional services from Bolton & Menk is approved and authorization is given to the Executive Director for execution. Terms and conditions may be further negotiated by Broad River Water Authority staff and Attorney.
2. This resolution shall become effective upon its adoption and approval.

Adopted and approved by vote of (for _____)(against _____) this the 22nd day of April, 2025.

Broad River Water Authority

Attest: _____
Maria S Hunnicutt, Secretary

By: _____
Danny Searcy, Chairman

(Corporate Seal)

⌘



**BOLTON
& MENK**

Real People. Real Solutions.

April 15, 2025

Maria Hunnicutt
Executive Director
Broad River Water Authority
112 N Main Street
Rutherfordton, NC 28139

RE: Proposal for Lead Service Line Inventory Professional Services

Dear Maria,

Bolton & Menk is pleased to submit the following proposed agreement to continue assisting Broad River with the creation and enhancement of your Lead Service Line (LSL) inventory utilizing the ArcGIS Online GIS-based inventory tool. Our proposal outlines the tasks necessary for development and management of the inventory in accordance with the Environmental Protection Agency (EPA) Lead and Copper Rule Improvements (LCRI) for which the compliance date is November 1, 2027.

Our approach to Lead Service Line inventory is divided into four phases. Phase 1 focuses on reviewing Broad River's existing LSL inventory and refining it through a detailed review of record data. Phase 2 will build upon the groundwork laid in Phase 1 and focus on investigating and prioritizing unknown service lines. This phase aims to engage the public to allow property owners to assist with property inspections and documentation. Phase 3 will focus on conducting property inspections for the required service lines, with the final inventory prepared and ready for submittal by the end of this phase. Phase 4 addresses additional LCRI requirements related to the inventory work.

Bolton & Menk's work with Broad River's water distribution system GIS has provided us with a wealth of knowledge about your infrastructure, allowing us to efficiently complete the proposed scope of work related to your Lead Service Line inventory. We look forward to continuing our collaboration with you!

Respectfully submitted,

Bolton & Menk, Inc.

Wes Brown, P.E.
Senior Principal

Leticia Rieger, P.E.
Water/Wastewater Project Engineer

Attachment:

- Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES NC

STANDARD PROJECT-PUBLIC CLIENT

BROAD RIVER WATER AUTHORITY, NC and BOLTON & MENK, INC.

This Agreement, made this 15th day of April, 2025, by and between BROAD RIVER WATER AUTHORITY, 112 N MAIN STREET, RUTHERFORDTON, NC 28139, (“CLIENT”), and BOLTON & MENK, INC., 418 SOUTH DAWSON STREET, RALEIGH, NC 27601, (“CONSULTANT”).

WITNESS, whereas the CLIENT requires professional services in conjunction with LEAD SERVICE LINE INVENTORY and the completion of an inventory of all water service lines in the system (“Project”) and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A.** The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A.
- B.** Upon mutual agreement of the parties, professional services in addition to the Basic Services (the “Additional Services”) may be authorized as described in Paragraph IV.B, and when so authorized, shall be included with the Services to be provided under this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A.** The CLIENT shall promptly compensate the CONSULTANT for the Services in accordance with Section III of this Agreement.
- B.** The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C.** The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D.** The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E.** The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F.** The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or “municipal advisor” (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC)

professional services and the CLIENT shall provide any such services as may be required for completion of the Project described in this Agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit I.

H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with Exhibit A – Scope of Services and Schedule 1 – Schedule of Fees, as applicable.
2. The preceding Schedule of Fees shall apply for services provided through December 31, 2025. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
5. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work subject to CLIENT approval for Additional Services.

B. PAYMENTS AND RECORDS.

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.

3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to this Contract for a period of six years.

SECTION IV - GENERAL

A. STANDARD OF CARE. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE. In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

C. LIMITATION OF LIABILITY.

1. Liability of CONSULTANT. CONSULTANT shall indemnify CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants occurring during the scope of CONSULTANT's work on the Project and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. CONSULTANT's obligation to indemnify the CLIENT and CLIENT's officers and employees harmless does not include a duty to defend. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense, or lost profits, nor to any claim for punitive or exemplary damages.
2. Liability of Client. To the fullest extent permitted by law, CLIENT shall indemnify CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.
3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved

in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.

4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST. Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general

information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES. It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor’s work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor’s furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA.

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT’S purposes solely and any such information provided to the CLIENT shall be on an “AS IS” basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys’ fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS.

1. Drawings and specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including reports, plans, and specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.

I. CONFIDENTIALITY. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT’S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT. This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION. This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT’S services for more than 120 days for reasons beyond CONSULTANT’S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 7 days of receipt of the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

M. CONTINGENT FEE. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable,**

they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

O. ASSIGNMENT. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL. All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING LAW. This Agreement is to be governed by the law of the State of North Carolina and venued in courts of North Carolina; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: Broad River Water Authority, NC

CONSULTANT: Bolton & Menk, Inc.

By: _____

By: Wesley W. Brown

Printed Name: _____

Printed Name: Wesley W. Brown, PE

Title: _____

Title: Senior Principal

ATTACHMENTS:

- Exhibit A – Scope of Services
- Schedule 1 – Schedule of Fees

EXHIBIT A - SCOPE OF SERVICES

Our approach to Lead Service Line inventory includes a detailed examination and documentation of service line materials in the following phases:

- **Phase 1** – Existing Records Review
- **Phase 2** – Public Engagement
- **Phase 3** – Property Inspections & Inventory Submittal
- **Phase 4** – Additional LCRI Compliance Items

Bolton & Menk, Inc. will complete the following scope of work:

Task 1 – Project Management and Progress Reporting

Bolton & Menk will provide services for the overall management and administration of the project, including internal and external coordination, general administrative duties, keeping Broad River informed of progress, overseeing production tasks, and managing the monthly billing and invoicing for the project.

An in-person kick-off meeting will be held with key members of our project team and Broad River staff. This meeting provides an opportunity for the project team to exchange information and review scope of work items, project timelines, and overall objectives with the staff. Additionally, monthly virtual check-in meetings will be held with the utility staff to share progress and gather feedback.

Deliverables

- Kick-off meeting
- Monthly virtual check-in meetings

Task 2 – Funding Administration and Legal Assistance

Bolton & Menk's funding staff will act as a liaison between Broad River and NCDEQ as necessary. We will assist with the preparation of reimbursement requests and any documentation required by NCDEQ related to the awarded funding. Additionally, Bolton

& Menk will assist in close-out procedures and paperwork to ensure compliance with NCDEQ.

Deliverables

- Preparation and submission of monthly reimbursement requests

PHASE 1

Task 3 – Lead Service Line Solution Deployment - ArcGIS Online (In Progress)

Bolton & Menk GIS staff will utilize Broad River Water Authority's ArcGIS Online account for the lead service line inventory. This will involve creating and administering shared groups to allow both the Authority and Bolton & Menk staff to access, edit, and update data throughout the inventory process.

Once the Lead Service Line Solution is deployed, Bolton & Menk GIS staff will integrate the system's water meter data into the service line feature layer to create the basis of the inventory data. Bolton & Menk will review the existing inventory to determine completeness and if additional service line material determinations can be completed based on actual year built of homes or installation dates of water mains.

The Lead Service Line Solution will support the management of the inventory going forward for inventory updates to be provided to NCDEQ as Broad River is able to refine their inventory. The tools available include desktop editing and field GIS collection tools to support the inventory process.

Deliverables

- ESRI Schema for LSL Solution tool management

Task 4 – Detailed Record Data Review and GIS-based Inventory Tool Update

Bolton & Menk staff will gather, digitize (if applicable), and review available records to determine the service line material on the utility side and customer side, and populate the GIS-based inventory tool accordingly. Records to review may include, but are not limited to construction records, building codes or ordinances, as-built drawings, record drawings, system maps, specifications from previous infrastructure projects, construction

contracts, meter, service line replacement records, etc. Bolton & Menk will populate the GIS-based inventory tool accordingly and develop a preliminary assessment of the number of service lines remaining to be investigated.

Lead goosenecks, lead joints, and lead-based solder will be included in the inventory (as required by LCRI) where identified in the data. Any new service lines installed after the initial inventory submission will be incorporated into the GIS and inventory on a monthly basis until the final inventory submission.

Deliverables

- Monthly summary in Excel sheet format of reviewed records data, the number of service lines added/updated, and the updated inventory count, until all unknowns are addressed in the inventory
- Regular inventory database backups

Subtask 4.1 – Record Plan Scanning and Linking

While reviewing record plans for the LSL inventory refinement, Bolton & Menk will create a database of all available record drawings for the utility improvement projects on record in Broad River Water Authority. All available plans will be scanned as PDF files at a minimum resolution of 200 dpi. Each scanned document will correlate to a shape on the map which defines the general limits of the project. The GIS layer will have the following fields which will be populated when the information is readily available: project name, project description, year project was constructed, number of sheets, type of project, project number, and a hyperlink to the PDF files. Once complete, the general project limits will be available on Broad River Water Authority web GIS application as a layer which can be displayed, queried, and will link to the associated scanned pdf document.

Deliverables

- Link to scanned plans on the GIS feature for service line material reference

Subtask 4.2 – Asset Management GIS Integration

Broad River Water Authority currently uses asset

management for tracking the lifecycle of its assets. The inventory developed in GIS will serve as a strong foundation and provide the mapping support for subsequent replacement tasks. Broad River has recently invested in Brightly Asset Essentials. Bolton & Menk has experience working across many asset management platforms and will work directly with Brightly implementation staff to provide GIS data accessibility for service line management tasks. Our GIS staff will work with Brightly to normalize all datasets and make them available in a format that they can access. Data normalization is a process in which data standards are applied so that GIS data can integrate with the Essentials platform. All GIS data will be made available through the ArcGIS Online platform via web services. This will provide a secure access point for Brightly to associate managed assets with a map.

Deliverables

- Dynamic integration of asset management IDs for water system feature layers using ArcGIS Online Feature Services

PHASE 2

Task 5 – Public Engagement and Further Inventory Refinement

Upon completion of Phase 1, we anticipate that a number of service line materials will remain unknown. To collect the remaining service materials most efficiently, a public engagement process will allow property owners to assist with property inspections and documentation.

An informational project website will provide instructions for property owners on how to complete the inspection and enter data, including photo documentation of the service line inside their home. The data entered will be reviewed by a member of the project team to verify compliance with the documentation standards required of Broad River. This is an important step because residents can often misidentify their service line materials.

It is anticipated that a combination of individual mailings, system wide newsletter information, and web blast efforts, such as social media posts and emails, will be deployed to garner public participation. Public engagement efforts will be

directed only to properties with service line status unknown.

Deliverables

- Lead Safe Community page hosted by ArcGIS Online
- Content for public education materials and notices

Task 6 – Customer Data Review and GIS-based Inventory Tool Update

Bolton & Menk staff will review the data submitted by the targeted customers and populate the GIS-based inventory tool accordingly. A final assessment of the number of service lines remaining to be physically investigated will be performed.

Deliverables

- Updated inventory count
- Self-assessment management platform

PHASE 3

Task 7 – Property Inspections

Once Phase 2 is substantially completed, the final method for determining service line material is to conduct inspections within individual properties. This process may be coupled with necessary water meter replacements where coincidentally needed. This phase is anticipated to require the highest cost on a per property basis, and therefore all preceding inventory screening tactics will be exhausted before taking on individual property inspections.

Targeted properties will be those with a) service lines of unknown material classification and b) any service line classified as non-lead by a method other than records, 2-point visual inspection, or replacement. LCRI requires the latter to be included in the “validation pool” for verification. Inspections will focus on both the utility side (connection to the watermain) and the customer side (connection to the building).

The field verification method will be conducted through visual inspection at the meter pit (an accepted method of investigation by NCDEQ). If a service line is not accessible for visual inspection, Level A Subsurface Utility Engineering (SUE) will be

performed, which includes a minimum of two test holes per service line. The cost of the test holes includes backfill and basic surface restoration using materials from the hole. Holes will not be placed in pavement, sidewalks, or roadways, and it is assumed that no traffic control will be required.

To maximize efficiency, areas for inspection will be strategically selected based on locations where multiple service lines can be inspected within a reasonable distance. We will document each inspection’s findings, including service line material on both the utility and customer sides, photographic documentation of inspected service lines for verification and reporting purposes, additional observations or anomalies (e.g., corrosion, pipe deterioration), and GPS coordinates of each inspection site.

Notification to the customer will be performed by Bolton & Menk in the form of door hangers a minimum of one week prior to work commencing. The notification will provide details on the purpose of the inspection, expected timelines, and any necessary customer cooperation.

Depending on project workload at the time of the property inspections phase, Bolton & Menk may engage a subcontractor to assist in completing the work efficiently while maintaining project timelines.

Deliverables

- Visual documentation (photos) of inspected service lines
- Processed property inspections findings into the LSL inventory, including GIS mapping

Task 8 – Final Inventory Update

Bolton & Menk will review the information collected from the individual property inspection efforts and update the GIS-based inventory tool accordingly. We will also update the inventory to include any new service lines installed and any customer survey responses that have not yet been incorporated into the inventory. Bolton & Menk will then export the final inventory into the format required by NCDEQ for submittal. Once this task is complete, the inventory will be ready for submission to NCDEQ,

including all service lines in the system to date and with no service lines classified as unknown⁽¹⁾. The baseline⁽²⁾ inventory is due to NCDEQ by the LCRI compliance date (November 1, 2027).

- (1) The LCRI requirement is that all service line materials must be classified, with no outstanding unknowns, by 2037. However, we believe Broad River can achieve this goal by the LCRI baseline inventory compliance date (2027).
- (2) INITIAL Service Line Inventory due October 16th, 2024 (Includes all service lines connected to the distribution system). BASELINE Service Line Inventory due on the LCRI Compliance Date (Includes all service lines AND connectors connected to the distribution system).

Deliverables

- Final LSL inventory ready for submission in the NCDEQ required template

PHASE 4

Task 9 – Sample Monitoring for Compliance, Schools and Child Care Facilities

As part of this project, we propose to identify and symbolize all sample monitoring sites in your organization’s GIS. We also propose to identify and symbolize in GIS all schools and child care facilities in your service area that require sampling. We understand that the lead sampling requirement in schools and child care facilities excludes facilities built or with all plumbing replaced after January 1, 2014, however we recommend mapping all facilities in your GIS for database completeness. We will also ensure that each sampling site in GIS is distinguished between the sample type required by each location (LCR routine compliance, school/daycare, special customer request).

Systems must compile a list of facilities they serve and submit it to NCDEQ by the LCRI Compliance Date (November 1, 2027). By the same compliance date, systems must update their LCR sampling site plan to include any sites identified as LSL, GRR, or unknown in the baseline inventory.

Deliverables

- List of schools and daycares within the service area

- Updated LCR sampling site plan

Task 10 – Service Line Material Notice Assistance

Notice of service line type must be distributed to customers served by an LSL, GRR, or unknown service line no later than 30 days after completion of baseline inventory and repeated annually.

Bolton & Menk will assist Broad River in preparing the material notices for the required customers. This includes merging customer information with the notices in PDF format but does not cover the printing or mailing of the notices.

Deliverables

- Material notices merged with customer information in PDF format
- Finalized documents ready for distribution or printing by Broad River

Task 11 – Service Line Replacement Plan

Systems with at least one lead, Galvanized Requiring Replacement (GRR), or unknown service line in their inventory must create and submit a service line replacement plan by the LCRI compliance date (November 1, 2027).

While we don’t anticipate Broad River having lead or GRR service lines on the utility side, individual property inspections may reveal one of these service line classifications on the customer side.

The replacement plan must include several items, some of which are:

- Standard Operating Procedure (SOP) for full service line replacement
- A communication strategy for informing the public about the service line replacement plan and program.

We will coordinate with Broad River to discuss how to approach these scope items, ensuring alignment with their priorities.

Deliverables

- Replacement plan that meets NCDEQ and EPA requirements

FEES

Bolton & Menk, Inc.’s proposed fees for the described scope of work will be billed in accordance with the following fee structure. The total lump sum fee for Tasks 1 through 6 and 8 through 10 is **\$487,280**. Tasks 7 (Property Inspections) and 11 (Replacement Plan) are dependent on the findings of preceding tasks and, as such, are proposed to be billed on an hourly not-to-exceed basis to allow for appropriate resource allocation based on the level of effort required. The combined not-to-exceed fee for these tasks is **\$471,100**, bringing the overall estimated project fee to **\$958,980**.

Scope of Services Fees			
Task	Fee Type	Hours	Estimated Fees
Task 1 – Project Management and Progress Reporting	Lump Sum	275	\$ 55,000
Task 2 – Funding Administration and Legal Assistance	Lump Sum	275	\$ 49,450
<i>Task 3 – Lead Service Line Solution Deployment - ArcGIS Online (In Progress)</i>	<i>Lump Sum</i>	<i>150</i>	<i>\$ 28,600</i>
Task 4 – Detailed Record Data Review and GIS-based Inventory Tool Update	Lump Sum	625	\$ 99,480
Subtask 4.1 – Record Plan Scanning and Linking	Lump Sum	475	\$ 69,750
Subtask 4.2 – Asset Management GIS Integration	Lump Sum	150	\$ 24,000
Task 5 – Public Engagement and Further Inventory Refinement	Lump Sum	155	\$ 25,700
Task 6 – Customer Data Review and GIS-based Inventory Tool Update	Lump Sum	300	\$ 48,000
Task 7 – Property Inspections (Estimated Field Investigations: 3,000 Service Lines)	Hourly Not-to-Exceed	3,050	\$ 440,500
Task 8 – Final Inventory Update	Lump Sum	315	\$ 52,400
Task 9 – Sample Monitoring for Compliance, Schools and Child Care Facilities	Lump Sum	125	\$ 19,500
Task 10 – Service Line Material Notice Assistance	Lump Sum	100	\$ 16,000
Task 11 – Service Line Replacement Plan	Hourly Not-to-Exceed	175	\$ 30,600
Scope of Work Total			\$ 958,980

This proposal represents approximately 40 staff members and over 6,000 engineering and technical staff hours to complete the Lead Service Line inventory and related tasks for Broad River Water Authority. The project will be invoiced monthly based on hours worked.

SCHEDULE

We have developed a schedule detailing the anticipated work tasks and completion dates. This schedule is based on our review of the project background, description, and scope of services included in this proposal and our experience on other similar projects. Upon selection, Bolton & Menk will work with Broad River Water Authority staff and other potential project partners to revise and update this schedule as needed to ensure successful delivery of this project.

Task	Start	End	Duration Months
Task 1 – Project Management and Progress Reporting	4/1/2025	12/1/2026	20 months
Task 2 – Funding Administration and Legal Assistance	4/1/2025	12/1/2026	20 months
<i>Task 3 – Lead Service Line Solution Deployment - ArcGIS Online (In Progress)</i>	<i>4/1/2025</i>	<i>5/1/2025</i>	<i>1 month</i>
Task 4 – Detailed Record Data Review and GIS-based Inventory Tool Update	5/1/2025	8/1/2025	3 months
Subtask 4.1 – Record Plan Scanning and Linking	5/1/2025	8/1/2025	3 months
Subtask 4.2 – Asset Management GIS Integration	8/1/2025	11/1/2025	3 months
Task 5 – Public Engagement and Further Inventory Refinement	8/1/2025	2/2/2026	6 months
Task 6 – Customer Data Review and GIS-based Inventory Tool Update	2/2/2026	4/1/2026	2 months
Task 7 – Property Inspections	4/1/2026	9/30/2026	6 months
Task 8 – Final Inventory Update	9/30/2026	11/1/2026	1 month
Task 9 – Sample Monitoring for Compliance, Schools and Child Care Facilities	9/30/2026	11/1/2026	1 month
Task 10 – Service Line Material Notice Assistance	11/1/2026	12/1/2026	1 month
Task 11 – Service Line Replacement Plan	11/1/2026	12/1/2026	1 month

2025 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2025. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	2025 Hourly Billing
Senior Project Manager	\$165-264
Project Manager	\$136-236
Senior Project Engineer	\$146-263
Project Engineer	\$139-201
Design Engineer	\$115-171
Graduate Engineer	\$116-156
Architect	\$150-270
Senior Planner	\$145-213
Planner	\$117-146
Senior Landscape Architect	\$152-199
Landscape Architect	\$142-161
Landscape Designer	\$85-134
Licensed Project Surveyor	\$171-189
Graduate Surveyor	\$116-191
Survey Technician	\$85-189
Senior Technician	\$125-206
Technician	\$72-176
Specialist*	\$90-226
Practice Expert**	\$173-363
Senior Principal	\$209-320
Principal	\$162-286
Administrative/Corporate Specialists	\$66-176
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

*Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.

**Highly specialized and industry expertise unique to the market or area of discipline.

Item G-2: Consideration to Adopt Local Water Supply Plan

The Authority is required to submit a Local Water Supply Plan (LWSP) to the NC Department of Environment Quality (NCDEQ) on an annual basis. The submission of our plan for the calendar year of 2024 is subject to approval NCDEQ. The Board is required to adopt the following Resolution.

RESOLUTION NO. 04-25

Meeting of April 22, 2025

A RESOLUTION APPROVING LOCAL WATER SUPPLY PLAN

WHEREAS, North Carolina General Statute 143-355 (l) requires that each system that provides public water services or plans to provide such services shall, either individually or together with other systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for Broad River Water Authority has been developed and submitted to the Board of Directors for approval; and

WHEREAS, the Board of Directors finds that the Local Water Supply Plan is in accordance with the provision of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the further management of water supplies for Broad River Water Authority, as well as useful information to the Department of Environment Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Broad River Water Authority that the Local Water Supply Plan entitled “Local Water Supply Plan” dated March 31, 2025 is hereby approved and shall be submitted to the Department of Environment Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Board of Directors intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

Adopted and approved by vote of (for _____)(against _____) this the 22nd day of April, 2025.

Broad River Water Authority

Attest: _____

By: _____

Maria S Hunnicutt, Secretary

Danny Searcy, Chairman

Broad River Water Authority

2024 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name: Broad River Water Authority PWSID: 01-81-035
 Mailing Address: PO Box 1269 Rutherfordton, NC 28139 Ownership: Authority
 Contact Person: Maria Hunnicutt Title: Executive Director
 Phone: 828-286-0640 Cell/Mobile: 828-429-8633

Provisional

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Cast Iron	4-16	1.36 %
Ductile Iron	4-24	68.40 %
Galvanized Iron	2	0.18 %
Polyvinyl Chloride	2-10	30.06 %

What are the estimated total miles of distribution system lines? 262 Miles
 How many feet of distribution lines were replaced during 2024? 2,198 Feet
 How many feet of new water mains were added during 2024? 2,566 Feet
 How many meters were replaced in 2024? 111
 How old are the oldest meters in this system? 16 Year(s)
 How many meters for outdoor water use, such as irrigation, are not billed for sewer services? 39
 What is this system's finished water storage capacity? 6.7500 Million Gallons
 Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* No

Programs

Does this system have a program to work or flush hydrants? Yes, As Needed
 Does this system have a valve exercise program? Yes, As Needed
 Does this system have a cross-connection program? Yes
 Does this system have a program to replace meters? Yes
 Does this system have a plumbing retrofit program? No
 Does this system have an active water conservation public education program? Yes
 Does this system have a leak detection program? Yes

Water Conservation

What type of rate structure is used? Decreasing Block, Flat/Fixed
 How much reclaimed water does this system use? 0.0000 MGD For how many connections? 0
 Does this system have an interconnection with another system capable of providing water in an emergency? Yes

2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Broad River (01-1)	100 %	Rutherford	100 %

What was the year-round population served in 2024? 17,390

Has this system acquired another system since last report? No

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	6,956	0.8240	0	0.0000
Commercial	375	0.1540	0	0.0000
Industrial	17	0.2020	0	0.0000
Institutional	119	0.1090	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 0.0500 MGD

Water Sales

Purchaser	PWSID	Average Daily Sold		Contract		Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type	
		(MGD)	Days Used	Expiration	Recurring				
Cleveland County Sanitary District	01-23-055	0.0000	0	0.0000		Yes	Yes	6	Emergency
Grassy Pond WC in South Carolina	11-20-002	1.0310	341	2.1600	2039	Yes	Yes	12	Regular
Polk County Water System	10-75-010	4.1700	365	6.1000	2029	Yes	Yes	20	Regular
Town of Forest City	01-81-010	0.0000	0	4.5000	2026	Yes	Yes	12	Emergency

3. Water Supply Sources

Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	6.3800	8.5020	May	6.6950	7.9290	Sep	6.8450	8.7240
Feb	6.0760	7.4870	Jun	7.7170	10.0890	Oct	6.9470	9.3910
Mar	5.9250	7.2480	Jul	7.7370	9.5670	Nov	6.5100	8.1580
Apr	6.6020	8.5520	Aug	7.3030	9.1890	Dec	6.2920	7.7700



Surface Water Sources

Stream	Reservoir	Average Daily Withdrawal		Maximum Day Withdrawal (MGD)	Available Raw Water Supply		Usable On-Stream Raw Water Supply Storage (MG)
		MGD	Days Used		MGD	* Qualifier	
Broad River		6.7520	365	10.0890	13.0000	F	0.0000

* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity Use Area Permit

Surface Water Sources (continued)

Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Offline	Use Type
Broad River		255	Yes	Broad River (01-1)	Rutherford		Regular

What is this system's off-stream raw water supply storage capacity? 0 Million gallons

Are surface water sources monitored? Yes, Daily

Are you required to maintain minimum flows downstream of its intake or dam? No

Does this system anticipate transferring surface water between river basins? No

Water Purchases From Other Systems

Seller	PWSID	Average Daily Purchased (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Town of Forest City	01-81-010	0.0000	0	3.4000	2026	Yes	Yes	12	Emergency

Water Treatment Plants

Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Output Metered?	Source
Broad River Water Plant	12.0000	Yes	Yes	Broad River

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2024? No

If yes, was any water conservation implemented?

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2024? No

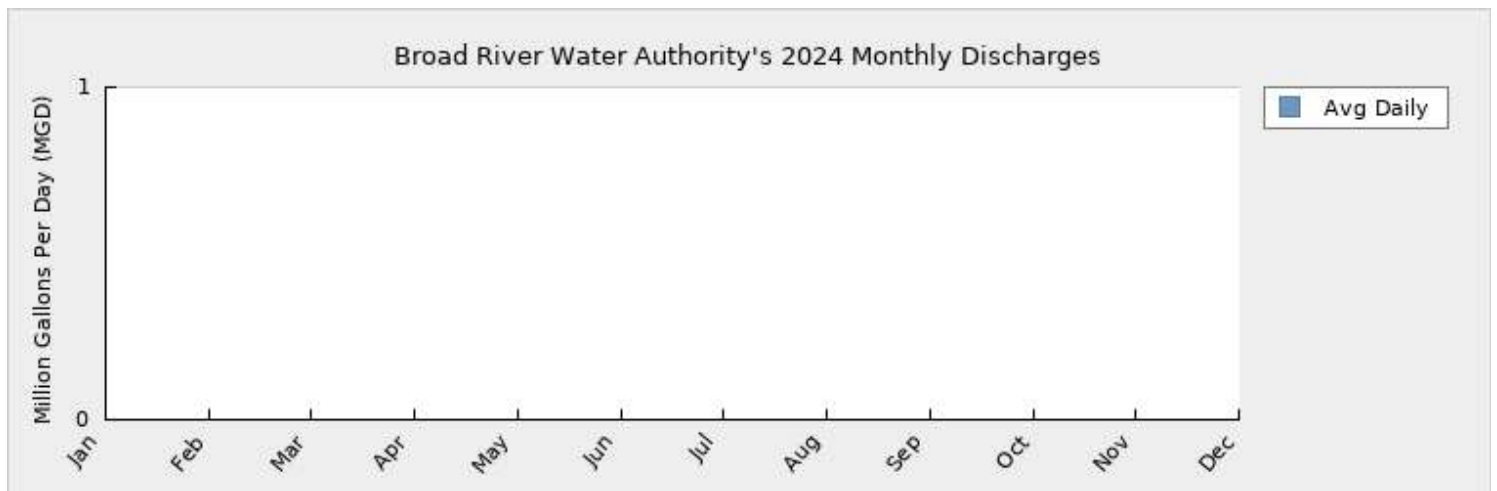
If yes, was any water conservation implemented?

Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? No

4. Wastewater Information

Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	0.0000	May	0.0000	Sep	0.0000
Feb	0.0000	Jun	0.0000	Oct	0.0000
Mar	0.0000	Jul	0.0000	Nov	0.0000
Apr	0.0000	Aug	0.0000	Dec	0.0000



How many sewer connections does this system have? 0

How many water service connections with septic systems does this system have? 3,400

Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

5. Planning

Projections

2024 2030 2040 2050 2060 2070

Year-Round Population	17,390	19,300	22,950	27,300	32,400	37,300
Seasonal Population	0	0	0	0	0	0
Residential	0.8240	0.9280	1.1320	1.3800	1.6830	2.0530
Commercial	0.1540	0.1450	0.1310	0.1190	0.1070	0.0970
Industrial	0.2020	0.2140	0.2170	0.2200	0.2210	0.2210
Institutional	0.1090	0.1090	0.1090	0.1100	0.1100	0.1100
System Process	0.0500	0.1300	0.1600	0.1900	0.2200	0.2500
Unaccounted-for	0.2754	0.1750	0.1920	0.2100	0.2290	0.2490

Section G, Item 2.

Demand v/s Percent of Supply

	2024	2030	2040	2050	2060	2070
Surface Water Supply	13.0000	13.0000	13.0000	13.0000	13.0000	13.0000
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	13.0000	13.0000	13.0000	13.0000	13.0000	13.0000
Service Area Demand	1.6144	1.7010	1.9410	2.2290	2.5700	2.9800
Sales	5.1192	8.2600	8.2600	8.2600	8.2600	8.2600
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	6.7336	9.9610	10.2010	10.4890	10.8300	11.2400
Demand as Percent of Supply	52%	77%	78%	81%	83%	86%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 47 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here. **No changes**

Are there other demand management practices you will implement to reduce your future supply needs? Our demand as a percent of supply appears high due to the model utilizing the maximum contractual amount in our sales agreements. Our projections for actual sales through contracts will remain similar to current sales for the foreseeable future. Another consideration is that our sales to Polk (then to Inman Campobello Water District) could decrease given that ICWD is building their own WTP on the N Pacolet River.

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs? BRWA along with Polk County and Inman Campobello Water District are currently working with an engineering firm to locate suitable property in Rutherford and/or Polk Counties along the Green River for a future potential raw water intake. This study should be complete in 2026. Plans are to jointly purchase property over the next 5 years.

How does the water system intend to implement the demand management and supply planning components above? Master Plan was completed in 2023. It evaluated major projects included in our CIP which were determined by our Asset Management Plan. PER studies for the WTP and the Poors Ford Pump Station were both completed in 2024. Engineering design to be complete at end of FY 2025 focuses on 3 phases (1- firm capacity/ redundancy at 12 MGD, 2- increased capacity to full withdraw of 13 MGD, and 3 - increased capacity to 18 MGD with additional raw water source). \$2.3 million budgeted in FY 25 for design alone. Probable Costs for phase 1 (firm capacity/ redundancy at 12 MGD) is \$15 million with contingency. BRWA would need to borrow funds if this project happens within the next 5 years.

Additional Information

Has this system participated in regional water supply or water use planning? **No**

What major water supply reports or studies were used for planning?

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues: BRWA has no identified deficiencies or needed improvements at this time. BRWA is investigating long term improvements to the WTP and the Poors Ford pump station that could exceed \$15 M to improve the efficiency and redundancy of the system.

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

Item G-3: Delegates for NCRWA Annual Meeting

As a Board Member of North Carolina Rural Water Association (NCRWA), Maria Hunnicutt has asked to be named as a delegate to represent BRWA at the annual meeting of the association in Winston-Salem. The Annual meeting will be held Wednesday, May 14, 2024. Brad Joyner should be named as Alternate Delegate.

The Delegate Form has been included and requires the signature of the Chair and Secretary.

Note: that Maria's current term on the NC Rural Water Board is 2025-2028.

DELEGATE FORM FOR NCRWA MEMBERSHIP MEETINGS

According to the Bylaws of the North Carolina Rural Water Association, Inc. (NCRWA), each System Member shall select a delegate, and may select an alternate delegate, to represent the member at meetings of the association. Please complete the form below and return it to the NCRWA office by May 6, 2025 or bring the form to the registration desk at the NCRWA Conference by 11:00 AM on May 14, 2025. If the delegate certification is not completed including the attachment of the System Member’s corporate seal, your representative cannot make motions nor vote at the annual meeting. If you have any questions, please call the NCRWA office at (336) 731-6963. Thank you for your cooperation.

CERTIFICATION OF DELEGATES

As duly elected or appointed Chairman of Broad River Water Authority, I hereby certify the individuals listed below as designated official voting delegate and alternate delegate to the North Carolina Rural Water Association membership meetings for one year beginning at the date of authorization.

Delegate Maria S Hunnicutt

Alternate Delegate Brad Joyner

Chairman, Danny Searcy

04/22/2025

Date of Authorization

And

Secretary, Maria Hunnicutt

Affix Seal (required)

DIRECTOR'S REPORT: LEADERSHIP TEAM March/ April 2025



PROJECTS

WTP

- Filter cleaning and rehab (anthracite addition) began and will take place over the next few weeks.
- Jet Mix Room Rehab Project underway, primer coat applied.
- SCADA: Radio/Cell Telemetry Panels installed. Switch over in progress.
- Garver project update meeting held April 15 for WTP and Poors Ford future projects with Cost Estimations
- River quality has improved. Chemical use almost back to normal.

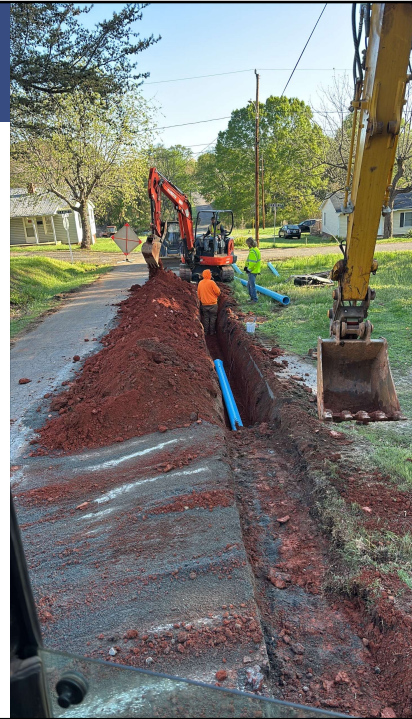


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PROJECTS

Distribution

- Completed Middle Street waterline
- Beginning Cowan/ Miller and Foster waterline replacement
- All of Hwy 221/ Love's Easements have been signed



LOVE'S / Hwy 221 Update from Odom

Timeline :

EDA SUBMITTAL	Mid to end of April
EDA APPROVAL	End of May 2025
ADVERTISE	June 2025
BIDS	July 2025
CONTRACTS/APPROVALS	By first of August 2025
CONSTRUCTION START	September 2025

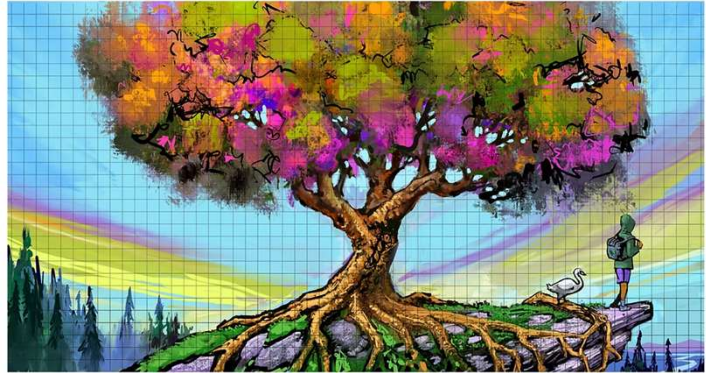
Estimate 6 months to have water and sewer available (Partial).

Full construction period is estimated at 285 days.

PROJECTS

Admin/ Organizational

- Budget preparations underway
- Evaluating insurance proposals
- Lead Service Line Inventory
 - \$1 M
- Evaluations of future capital
 - AML metering
 - Funding options for Garver projects
- Participation in the RTR Mural Reveal on 4/22



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PEOPLE

- **Training**
 - **Matt** - B - Surface school - 4 out of 5 done; BF/CC class in July.
 - **Ben** - Physical / Chem school complete. Test in June.
 - **Chad** - B - Surface school completed. Testing in May.
 - **Zander** - B distribution class completed. Test end of May
 - **Jacob** - C Distribution class completed.
 - **Johnathon** - A Distribution class completed.
 - **Jay** - A Distribution class completed.
- **Performance Evals**
 - Self Evals completed 3/31
 - Manager Evals and Sit Downs to be complete by May 1
- **Employee Lunch 4/30**
- **Employee Outing - Autumn Lanes**

PRIORITIES

- WTP average daily flow
 - Jan 6.74 MGD
 - Feb 6.55 MGD
 - Mar 6.49 MGD
- Customer Billings
 - Jan Volume - 214.58 MG (6.92 MGD)
 - Feb Volume - 198.34 MG (7.08 MGD)
 - Mar Volume - 171.41 MG (5.53 MGD)
 - Jan Revenue - \$738,830
 - Feb Revenue - \$706,666
 - Mar Revenue - \$640,943



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PRIORITIES

- **Meter Register Replacements**
 - 3,500 brain dead registers have been replaced since August (48% of system)
- **Customer Portal**
 - Increased from 0 users in September to 2,040 users currently
- **Bank Draft**
 - Increased from 973 customers in September to 1,346 customers currently



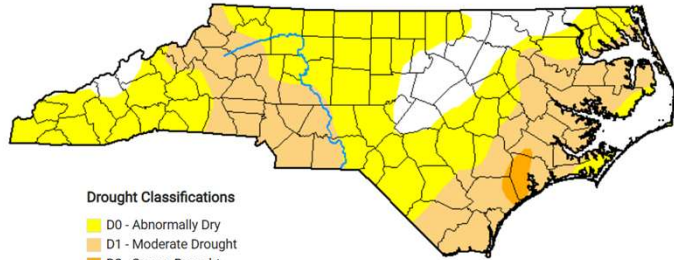
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Drought Update

Current Conditions

as of April 15, 2025 at 8am ET

US Drought Monitor of
North Carolina



Drought Classifications

- D0 - Abnormally Dry
- D1 - Moderate Drought
- D2 - Severe Drought
- D3 - Extreme Drought
- D4 - Exceptional Drought



Home <<https://epa.gov/>> / News Releases <<https://epa.gov/newsreleases/search>>

EPA Will Expeditiously Review New Science on Fluoride in Drinking Water

April 7, 2025

Contact Information

EPA Press Office (press@epa.gov)

WASHINGTON – Today, at an event in Salt Lake City, Utah, with U.S. Health and Human Services (HHS) Secretary Robert F. Kennedy Jr., U.S. Environmental Protection Agency (EPA) Administrator Lee Zeldin announced the agency’s decision to expeditiously review new scientific information on potential health risks of fluoride in drinking water.

This renewed scientific evaluation is an essential step that will inform agency decisions on the standard for fluoride under the Safe Drinking Water Act. This action aligns closely with EPA’s core mission of protecting human health and the environment, while working cooperatively with our federal, state, and local partners to ensure all Americans can rely on clean and safe water.

“Without prejudging any outcomes, when this evaluation is completed, we will have an updated foundational scientific evaluation that will inform the agency’s future steps to meet statutory obligations under the Safe Drinking Water Act,” **said Administrator Lee Zeldin.**

“Secretary Kennedy has long been at the forefront of this issue. His advocacy was instrumental in our decision to review fluoride exposure risks and we are committed to working alongside him, utilizing sound science as we advance our mission of protecting

human health and the environment,” **said Administrator Lee Zeldin.**

The National Toxicology Program released a report in August 2024 concluding with “moderate confidence” that fluoride exposure above 1.5 milligrams per liter is associated with lower IQ in children. The report also concluded that more research is needed to better understand if there are health risks associated with exposure to lower fluoride concentrations.

EPA is committing to conduct a thorough review of these findings and additional peer reviewed studies to prepare an updated health effects assessment for fluoride that will inform any potential revisions to EPA’s fluoride drinking water standard.

EPA’s review is being done in coordination with Secretary Kennedy and HHS. The agency’s actions advance the goals of the Trump Administration’s Make America Healthy Again Commission, which EPA is an integral member of.

Background

Fluoride is an element that may be found naturally in sources of drinking water, such as ground water. Fluoride has been added to drinking water by drinking water systems to improve dental health. Under the Safe Drinking Water Act, EPA sets standards that limit the amount of potentially harmful substances in drinking water provided by public water systems. The current standard is 4.0 milligrams of fluoride per liter and was last evaluated by the Agency in July 2024, prior to the latest scientific review by the National Toxicology Program that concluded with “moderate confidence” that levels above 1.5 milligrams per liter result in negative outcomes for children.

Last updated on April 7, 2025

BROAD RIVER WATER AUTHORITY
Income Statement
As of March 31, 2025

Section H, Item 2.

	Month Ending 03/31/2025	Month Ending 02/28/2025	Year To Date 03/31/2025	Prior Year To Date 03/31/2024
REVENUE				
Operating Revenue				
Water Services:	645,962.56	684,766.52	6,275,583.64	5,979,894.40
Taps and Connections:	12,365.00	7,525.00	112,710.00	102,150.00
Late/ Disconnect/ Penalty Fees:	11,422.15	8,939.99	100,113.03	90,838.78
Water Testing Fees:	900.00	460.00	8,280.00	7,515.00
Billing Services:	3,475.00	3,472.45	31,319.20	30,839.21
Total Operating Revenue	674,124.71	705,163.96	6,528,005.87	6,211,237.39
Non-Operating Revenue				
Miscellaneous Revenue	0.00	0.00	0.00	1,008.88
Lease of Property	3,658.29	3,958.29	33,803.17	24,309.50
Interest Investment	17,618.09	19,774.27	142,713.73	152,680.38
Total Non-Operating Revenue	21,276.38	23,732.56	176,516.90	177,998.76
Capital Revenue				
Reimbursable Revenue	0.00	0.00	0.00	0.00
Grants	0.00	0.00	0.00	0.00
Gain on Disposal Fixed Asset	0.00	0.00	0.00	0.00
Transfer From Other Funds	0.00	0.00	0.00	0.00
Total Capital Revenue	0.00	0.00	0.00	0.00
TOTAL REVENUE	695,401.09	728,896.52	6,704,522.77	6,389,236.15
EXPENSES				
O&M Expenses				
Salaries and Wages:	140,692.33	136,995.61	1,405,883.33	1,275,716.00
Employee Benefits and Insurance:	54,778.76	49,433.06	521,784.44	491,987.15
Materials and Chemicals:	24,095.89	61,022.30	331,477.20	237,663.06
Utilities:	50,269.01	51,663.33	490,673.57	445,975.58
Auto Fuel:	6,315.22	762.88	33,095.95	34,605.12
Department Supplies & Inventory:	31,212.24	32,186.36	287,851.31	220,881.66
Billing and Collections:	9,478.42	5,395.70	77,079.59	91,162.27
Contracted Services:	2,706.94	27,681.40	93,108.27	123,763.57
Professional Services:	20,385.00	21,543.73	122,337.56	112,586.60
Repairs and Maintenance:	3,711.92	9,473.80	49,327.43	79,992.48
Insurance Prop Liab:	0.00	0.00	103,453.13	87,169.00
Capital Outlay:	2,081.75	1,767.00	10,504.59	15,349.96
License and Subscription Fees:	394.68	25,443.92	96,645.06	27,043.07
Training and Travel	3,578.01	828.94	13,696.35	24,018.53
Miscellaneous Expenses:	0.00	3,760.65	146,677.02	151.99
Contingency:	0.00	0.00	0.00	0.00
Total O&M Expenses	349,700.17	427,958.68	3,783,594.80	3,268,066.04
Non-Operating Expenses				
Reimbursable Expenses	0.00	0.00	0.00	0.00
Loss on Disposal Fixed Asset	0.00	0.00	0.00	0.00
Transfer To Reserve Fund	0.00	0.00	0.00	0.00
Total Non-Operating Expenses	0.00	0.00	0.00	0.00
Depreciation & Interest				
Depreciation	183,182.00	183,182.00	1,648,638.00	1,648,638.00

BROAD RIVER WATER AUTHORITY
 Income Statement
 As of March 31, 2025

Section H, Item 2.

	Month Ending 03/31/2025	Month Ending 02/28/2025	Year To Date 03/31/2025	Prior Year To Date 03/31/2024
Amortization	0.00	0.00	0.00	0.00
Interest Expense	17,165.00	17,165.00	154,485.00	154,485.00
Total Depreciation & Interest	200,347.00	200,347.00	1,803,123.00	1,803,123.00
TOTAL EXPENSES	550,047.17	628,305.68	5,586,717.80	5,071,189.04
NET INCOME FY	145,353.92	100,590.84	1,117,804.97	1,318,047.11

BROAD RIVER WATER AUTHORITY

Section H, Item 2.

Balance Sheet As of March 31, 2025 Year To Date 03/31/2025

Current Assets	
Cash NC CMT	398,121.75
Checking TD	6,164,948.05
Checking OZK	(9,766.04)
Sweep OZK	931,918.92
Petty Cash	2,934.98
Water Receivable	852,204.65
Sewer Receivable	279,917.86
Sanitation Receivable	80,058.81
Allowance for Doubtful Account	(111,941.17)
Unbilled Revenue	168,761.87
Grants Receivable	0.00
Reimbursable Receivable	0.00
State Sales Tax	56,219.37
2% Food Tax	80.43
Co Sls Tax RcvblRutherford	26,379.47
Co Sls Tax RcvblOther Countie	220.59
Other Receivable	0.00
Prepaid Expenses	4,230.02
Total Current Assets	8,844,289.56
Noncurrent Assets	
Lease Receivable	422,208.90
Capital Assets	
Construction in Progress	1,187,113.49
Land	855,097.57
Buildings	23,536,009.14
Water System Lines	25,070,793.71
Equipment	12,732,120.25
Furniture and Fixtures	125,173.70
Vehicles	1,041,427.72
Accumulated Depreciation	(31,946,641.25)
Capital Assets, net of depreciation	<u>32,601,094.33</u>
Total Noncurrent Assets	33,023,303.23
Deferred Outflow of Resources	
Pension Deferrals	724,069.00
Deferred Charge on refunding	8,312.33
Total Deferred Outflow of Resources	732,381.33
Total Assets	42,599,974.12
Current Liabilities	
Accounts Payable	361,174.71
Employee Deductions	6,150.27
Retirement Payable	(10.41)
Accrued Interest	158,641.60
Accrued Salaries	0.00
Accrued Vacation	90,702.08
Payable from restricted assets	
Customer Deposits Water	129,270.05
Customer Deposits Sewer	44,411.68
Customer Deposits Sanitation	1,435.47
Customer Overpayments	1,972.22

BROAD RIVER WATER AUTHORITY

Balance Sheet As of March 31, 2025 Year To Date 03/31/2025

Sewer Receipts PayableRutherford	107,476.83
Sanitation Rcpts PayableRutherford	25,824.92
Sewer Receipts PayableSpindal	117,974.77
Sanitation Rcpts PayableSpindal	33,915.85
Sewer Receipts PayableCliff	9,478.89
Water Taps County	0.00
Reserve For Sewer/ Sanitation	359,976.67
Deferred Revenue	402,826.94
Total Current Liabilities	1,851,222.54
Long Term Liabilities	
Pension Liability	988,942.00
Bonds Payable 2008	0.00
Bonds Payable 2010	243,370.85
Bonds Payable 2015	3,700,000.00
Bond Discount	32,767.24
Total Long Term Liabilities	4,965,080.09
Total Liabilities	6,816,302.63
Deferred Inflows of Resources	
Pension Deferrals	9,304.00
Total Deferred Inflows of Resources	9,304.00
Capital	
Net Income	1,116,014.12
Cash and Available Assets	34,658,353.37
Total Capital	35,774,367.49
Total Liabilities and Capital	42,599,974.12

BROAD RIVER WATER AUTHORITY
Income Statement Comparison to Budget
As of March 31, 2025

	Year To Date 03/31/2025	Budget Rev Res 02-25	%	Annualized Projection
REVENUE			75%	
Operating Revenue				
Water Services:	6,275,584	8,377,900	75%	
Taps and Connections:	112,710	101,000	112%	
Late/ Disconnect/ Penalty Fees:	100,113	126,000	79%	
Water Testing Fees:	8,280	11,000	75%	
Billing Services:	31,319	41,000	76%	
Total Operating Revenue	6,528,006	8,656,900	75%	8,704,008
Non-Operating Revenue				
Miscellaneous Revenue	0	1,000	0%	
Lease of Property	33,803	43,600	78%	
Interest Investment	142,714	230,000	62%	
Total Non-Operating Revenue	176,517	274,600	64%	235,356
TOTAL REVENUE	6,704,523	8,931,500	75%	8,939,364
EXPENSES				
O&M Expenses				
Salaries and Wages:	1,405,883	1,951,400	72%	
Employee Benefits and Insurance:	521,784	711,550	73%	
Materials and Chemicals:	331,477	510,000	65%	
Utilities:	490,674	691,000	71%	
Auto Fuel:	33,096	54,000	61%	
Department Supplies & Inventory:	287,851	378,000	76%	
Billing and Collections:	77,080	93,000	83%	
Contracted Services:	93,108	189,000	49%	
Professional Services:	122,338	185,200	66%	
Repairs and Maintenance:	49,327	70,000	70%	
Insurance Prop Liab:	103,453	104,500	99%	
Capital Outlay:	10,505	20,000	53%	
License and Subscription Fees:	96,645	99,500	97%	
Training and Travel	13,696	34,000	40%	
Miscellaneous Expenses:	146,677	162,000	91%	
Contingency:	0	10,000	0%	
Total O&M Expenses	3,783,595	5,263,150	72%	4,961,416
TOTAL O&M EXPENSES	3,783,595	5,263,150	72%	4,961,416