



**Brunswick-Glynn Joint Water and Sewer Commission
1703 Gloucester Street, Brunswick, GA 31520
Wednesday, December 15, 2021 3:00 PM
Commission Meeting Room**

FINANCE COMMITTEE AGENDA

COMMITTEE MEMBERS:

**Finance Chairman Bob Duncan
Commissioner Chuck Cook
Commissioner Tripp Stephens
Executive Director Andrew Burroughs**

PUBLIC COMMENT PERIOD

Public Comments will be limited to 3 minutes per speaker. Comments are to be limited to relevant information regarding your position and should avoid being repetitious. Individuals should sign in stating your name, address and the subject matter on which you wish to speak. Your cooperation in this process will be greatly appreciated.

APPROVAL

- 1. Workers' Compensation Renewal – Jeffrey Singletary, TSI / Jarrett Bridges, Turner & Associates**
- 2. Minutes from November 17, 2021 Finance Committee Meeting (*subject to any necessary changes*)**
- 3. USGS Joint Funding Agreement – A. Burroughs**
- 4. Low Income Housing Water Assistance Program Agreement – L. Roberts**

DISCUSSION

- 1. Financial Statements Month End November 30, 2021 – F. Wilson**

MEETING ADJOURNED

*All citizens are invited to attend.
There is a possibility of a quorum of Commissioners being present.*



Brunswick-Glynn

Joint Water and Sewer Commission

Memorandum

To: Finance Committee
From: Andrew Burroughs, P.E., Executive Director
Date: Wednesday, December 15, 2021
Re: Approval – Workers’ Compensation Renewal

Background:

JWSC has utilized The Zenith for workers’ compensation insurance coverage since the 2009-2010 policy year. The current policy year premium is \$203,032. Each year, The Zenith provides defensive driver training for 100 employees at no additional cost. The Zenith offers the Zenith Solution Center Platform which provides on demand safety, human resources, and management training to JWSC employees at no additional cost as well. For the current policy year, staff recommended remaining with The Zenith despite the premium being \$4,897 above the lowest cost option due to the longstanding relationship and value-added services provided by The Zenith.

Staff Report

Staff has reviewed the marketing analysis provided by Turner & Associates. Five carriers provided quotes for the annual renewal with the lowest premium being provided by National Liability & Fire at \$203,464. The Zenith provided a quote of \$253,402 for the annual renewal (\$49,938 above National Liability & Fire). The value-added services provided by The Zenith is estimated at \$17,035. The savings by switching to National Liability & Fire far exceeds to value-added services provided by The Zenith.

Recommended Action

Staff recommends purchasing workers’ compensation insurance coverage for the 2022-2023 policy year with National Liability & Fire in the amount of \$203,464.

Recommended Motion

“I move that the Finance Committee recommend the full Commission approve the purchase of workers’ compensation insurance coverage with National Liability & Fire for policy year 2021-2022 in the amount of \$203,464.”

Enclosures

Turner & Associates Marketing Analysis

2022 JWSC Workers Compensation Marketing Analysis

2021 Expiring Workers Comp Expense	\$ 206,693
---	-------------------

#	Carrier Approached	AM Best Rating	Quote	Variance from 2021	% Change
1	National Liability & Fire (Berkshire Hathaway)	A++ XV	\$ 203,464	\$ (3,229)	-1.56%
2	The Zenith (Incumbant)	A XIV	\$ 253,402	\$ 46,709	22.60%
3	Summit	A+ X	\$ 277,354	\$ 70,661	34.19%
4	Liberty Mutual	A XV	\$ 302,939	\$ 96,246	46.56%
5	Travelers	A++ XV	\$ 400,000	\$ 193,307	93.52%

Notes of Interest

The variance in this year's best options is \$49,938 when comparing Zenith vs. Berkshire Hathaway

2021 NCCI Experience Mod is a 1.09 - up a point from last year.

Zenith has total incurred losses of \$362,186 this policy period (1/1/2021--1/1/2022)

Carriers Approached in the past that Declined	
1	Builders Insurance
2	Eastern Alliance
3	Employers
4	ICW
5	Risk Innovations - broker
6	Third Coast UW

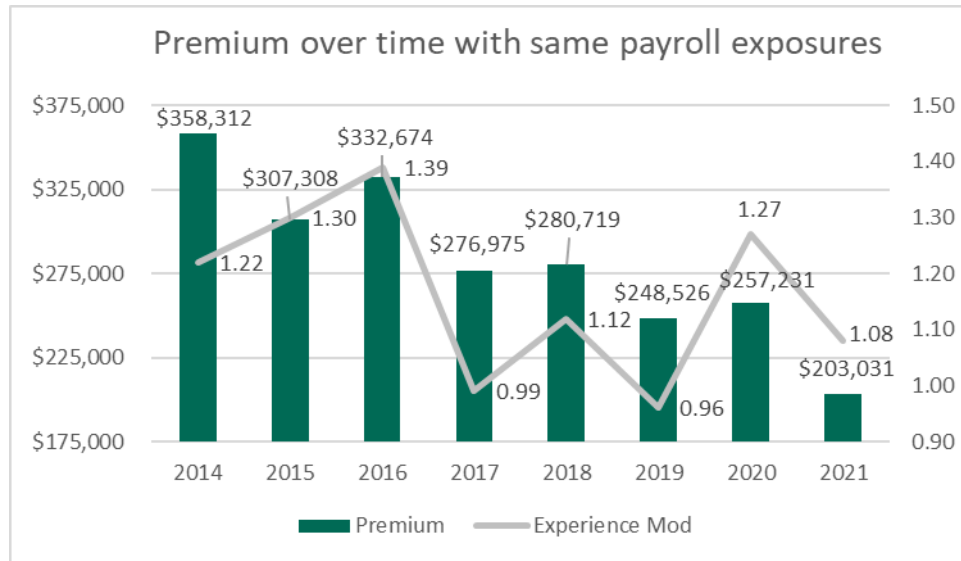
**All carriers referenced above have declined due to class of business / operations/ non competitive pricing.

Current Zenith Services utilized

<u>Services</u>		<u>Value</u>
1	Defensive Driver Training annually for 100 employees	\$2,035
2	Zenith Solution Center Platform--safety training, risk management bulletins, sexual harrassment training, etc...	\$15,000
Total Value of Additional Services		\$17,035



Historical Premium Analysis:



2022's best options:

- ❖ National Liability & Fire Insurance (Berkshire Hathaway) - \$203,464
- ❖ The Zenith - \$253,402

Historical Loss Analysis:

Policy Period	Carrier	Total Losses	Total # of Claims	Premium	Loss Ratio	XMOD	Total Payroll
2008-2009	FCCI	\$ 369,818	14	\$ 85,541	432%	1	\$ 3,220,365
2009-2010	Zenith	\$ 4,170	8	\$ 187,255	2%	1.00	\$ 3,776,942
2010-2011	Zenith	\$ 850	5	\$ 187,532	0%	1.45	\$ 3,710,741
2011-2012	Zenith	\$ 38,604	11	\$ 162,405	24%	1.25	\$ 4,019,849
2012-2013	Zenith	\$ 195,208	23	\$ 155,916	125%	1.09	\$ 4,564,957
2013-2014	Zenith	\$ 133,756	13	\$ 175,523	76%	0.87	\$ 4,646,707
2014-2015	Zenith	\$ 151,398	20	\$ 217,207	70%	1.22	\$ 4,858,224
2015-2016	Zenith	\$ 7,635	16	\$ 227,448	3%	1.30	\$ 5,426,787
2016-2017	Zenith	\$ 151,344	23	\$ 291,345	52%	1.39	\$ 6,171,745
2017-2018	Zenith	\$ 104,863	2	\$ 277,201	38%	0.99	\$ 7,398,306
2018-2019	Zenith	\$ 174,388	15	\$ 284,850	61%	1.12	\$ 6,972,287
2019-2020	Zenith	\$ 61,107	12	\$ 256,632	24%	0.96	\$ 7,470,372
2020-2021	Zenith	\$ 44,198	11	\$ 259,311	17%	1.27	\$ 7,791,049
2021-2022	Zenith	\$ 362,186	19	\$ 203,032	178%	1.08	\$ 7,523,410
TOTALS		\$ 1,799,525	192	\$ 2,971,198	61%		



CARRIER COMPARISON

<i>Comparables</i>	<i>Zenith</i>	<i>National Liability & Fire A Berkshire Hathaway Company)</i>
Annual Premium	\$ 253,402	\$ 203,464
AM Best Rating	A XIV	A++ XV
Type of Carrier	Mono-line Workers Compensation Only	Mono-line Workers Compensation Only
% of Workers Comp within Insurance Company	100%	100%
Length of Relationship	13 years	Would be a new relationship
Loss Control Rep	Out of Atlanta	Montgomery, AL
Loss Control Rep Site Visits	Works with numerous clients in Brunswick Quarterly Plus multiple conference calls	Works with numerous water & sewer operations Annually - possibly more if desired
Adjusters	Assigned	Various
Risk Management Training Portal	New Hire Orientation, HR Policies, Safety Procedures, Regulatory Compliance, Supervisor Skill Enhancement, Government Mandated Sexual Harassment Training, and Compliance Training. Portal can assign training by employee, supervisor, department, or location. All training is tracked and reported within the system.	JJ Keller provides training videos, online safety training, recordkeeping and other various specialized training.
Self-Serve Resources	Industry specific policies, procedures, training programs, training video shorts, posters, quizzes, stickers, newsletters, and sample programs. Many of these resources are offered in English and Spanish	Hazards & Solutions, OSHA Publications and Fact Sheets on PPE, OSHA eTools, PPE in Agriculture, PPE in Construction, Additional PPE resources, PPE Selection and Managing Workplace PPE Programs, PPE Training Materials and Training Resources, Payment for PPE, PPE for Emergency Responders, Health Care Safety, OSHA - Health Care, CDC Guidelines
Business Tools	Certificate of Insurance Tracking, Incident Tracking, Analysis, and Recordkeeping, Management of Safety Data Sheets, Job Hazard Analysis and Safety Observation Checklists, Ability to build job descriptions, and Management of Inspections and Audits	n/a
Defensive Driver Training	Provided annually for 100 employees; Zenith rents space and provides breakfast / lunch for team members	The claims administrators offer fleet defensive driving online certification.
**Zenith's incurred cost of providing defensive driver training is \$2,035. The portal cost is estimated at \$15,000 annually. **Zenith uses local attorneys to represent the JWSC on any litigated workers compensation claims		

Other municipalities / water-sewer authorities that Berkshire Hathaway currently insures:		
Anderson County Water Authority (TN)	City of Bremen (GA)	City of Brewton (AL)
City of Headland (AL)	City of Monroeville Water Works Board (AL)	Ellijay Gilmer Co Water Sewer (GA)
Mobile Co Water Sewer (AL)	Waterworks - Sewer Board - Town of Ft. Deposit (AL)	



Brunswick-Glynn Joint Water & Sewer Commission
1703 Gloucester Street, Brunswick, GA 31520
Commission Meeting Room
Wednesday, November 17, 2021 at 3:00 PM

FINANCE COMMITTEE MINUTES

MEMBERS PRESENT: **Bob Duncan, Committee Chairman**
 Charles Cook, Commissioner
 Andrew Burroughs, Executive Director

ALSO PRESENT: **Ben Turnipseed, Commission Chairman**
 Cornell Harvey, Commissioner
 LaDonnah Roberts, Deputy Executive Director
 Frances Wilson, Accounting Manager
 Christa Free, Procurement Coordinator
 Charlie Dorminy, Legal Consultant

ABSENT: **Tripp Stephens, Commissioner**

Committee Chairman Duncan called the meeting to order at 3:02 PM.

PUBLIC COMMENT PERIOD

Chairman Duncan opened the Public Comment Period.

There being no citizens that wished to address the Committee, Committee Chairman Duncan closed the Public Comment Period.

DISCUSSION

1. Workers' Compensation Insurance Annual Renewal – Jeffery Singletary, T.S.I
Mr. Singletary delivered a presentation to the Committee regarding the 2021 Workers Compensation claims as well as potential increases in coverage for 2022. He stated that due to a larger number of claims for 2021, there will most certainly be an increase in coverage costs for 2022. There have been eight Workers Compensation claims so far for 2021, a 64% increase from 2020. Five of these claims make up the majority of the \$337,904 increase in claims amounts. Commissioner Duncan stated that the focus of the JWSC should be to focus on and eliminate any at risk behaviors. Mr. Singletary advised the Committee of the possibility of the JWSC receiving fewer quotes for 2022 because the JWSC has used Zenith for so long.

MOTION

A motion was made by Commissioner Duncan to volunteer Commissioner Harvey as the third member of the Finance Committee for this meeting due to Commissioner Stephens being absent. The motion was seconded by Commissioner Cook.

APPROVAL

1. Minutes from the October 20, 2021 Finance Committee Meeting

Commissioner Cook made a motion seconded by Commissioner Harvey to approve the minutes from the October 20, 2021 Finance Committee Meeting. Motion carried 3-0-0

2. Christmas Gift Card Approval – F. Wilson

Ms. Wilson requested approval from the Commission to continue the JWSC tradition of issuing Christmas gift cards to the staff. She explained that the cards are \$25 and can be spent at Wal-Mart or Sams Club. Commissioner Harvey suggested that to reward the JWSC staff for exemplary performance that the limit of the cards be increased to \$50 per employee. Mr. Burroughs stated that there was room in the budget to comply with that request. The new total for 134 employee Christmas gift cards for 2021 therefore is \$6,700. The cards will be distributed with payroll on December 3, 2021. Commissioner Harvey made a motion to amend the gift card amount to \$50 per employee, and the motion was seconded by Commissioner Cook.

Commissioner Cook made a motion seconded by Commissioner Harvey to move that the Finance Committee recommend to the full Board of Commissioners that the JWSC provide employees with a \$50 Wal-Mart gift card for a total amount of \$6,700. Motion carried 3-0-0.

3. Intergovernmental Agreement Bet. Glynn County and BGJWSC – American Rescue Plan Act of 2021 Funding – C. Dorminy

Mr. Dorminy presented an Intergovernmental Agreement between Glynn County and the BGJWSC in which \$4,000,000.00 worth of funding from the American Rescue Plan Act of 2021, awarded to Glynn County would be distributed to the JWSC. This is federal funding from the US Treasury in order to address public needs highlighted by the COVID-19 pandemic. The county will provide the JWSC with two \$2,000,000.00 installment payments, with which the JWSC can make necessary investments in water and sewer infrastructure. The JWSC must use a portion of these funds for the Village Drainage project on St. Simons Island, and the remaining funds are to be used at Executive Director/Commission discretion.

Commissioner Cook made a motion seconded by Commissioner Harvey to move that the Finance Committee recommend the full Commission to approve the Intergovernmental Agreement with Glynn County for the award of funds to the JWSC under the American Rescue Plan Act of 2021. Motion carried 3-0-0.

4. Arco Area Water & Sewer Extension Contract Award – A. Burroughs

Mr. Burroughs presented Invitation for Bid No. 22-013, Arco Area Water & Sewer Extension (Construction Phase), which was released on September 24, 2021. The scope of work for this project includes the installation of 11,307 linear feet of 8-inch and 3,116 linear feet of 10-inch PVC gravity sewer as well as 1,040 linear feet of 6-inch and 3,207 linear feet of 8-inch PVC water main to allow properties in the Arco area of Brunswick access to the JWSC system. Two bids were received Thursday, October 28, 2021, with UWS, Inc. being the apparent low bidder at \$3,655,749.60. The Contract period for this work will be 240 consecutive calendar days.

Commissioner Cook made a motion seconded by Commissioner Harvey that the Finance Committee forward the above mentioned contract for Arco Area Water & Sewer Extension to UWS Inc., in the amount of \$3,655,749.60 to the full Commission for approval. Motion carried 3-0-0.

5. AMI Meter Replacement Project – Change Order #1 – L. Roberts

Ms. Roberts presented a change order request from Delta Municipal Supply Company (“Delta”) for the Advanced Metering Infrastructure and Meter Data Management System project. During the course of

installation of meter change-outs Delta encountered a larger quantity of fused meters, dubbed “yoke bars”, than had been anticipated during the initial research, thereby increasing the original “not-to-exceed” allowance value. Delta suspended meter installation in May of 2021 and completed a full-scale visual audit of the entire meter system. It was determined following the audit that the “not-to-exceed” allowance should increase by \$3,287,712.60 for the remainder of the project in order to account for the additional “yoke bars” located throughout the JWSC system. The project is funded by GEFA loan.

Commissioner Cook made a motion seconded by Commissioner Harvey to move that the Finance Committee recommend the full Commission approve the above described Change Order #1 for Delta Municipal Supply Company in the amount of \$3,287,712.60 for the Meter Replacement project. Motion carried 3-0-0.

DISCUSSION

1. Financial Statements Month End October 31, 2021 – F. Wilson

Mrs. Wilson presented the financial statement for the month ending October 31, 2021. She reviewed the Balance Sheet with the Committee, and highlighted current assets such as Accounts Receivable, and current liabilities, for example, Customer Deposits Payable. Mrs. Wilson also briefly reviewed line items on the Combined Revenue Statement, Project Report, and Reserves. She noted that a line had been added to the Financial report to show long term GEFA loan payments. There are currently two JWSC projects funded by GEFA loans, the Meter Replacement project and the Academy Creek WPCF Rehabilitation. Ms. Wilson also mentioned that on the Fixed Asset report, Depreciation was not run in order to account for the yearly audit being performed/completed.

Committee Chairman Duncan asked if there were any other items to discuss.

There being no further business, Chairman Duncan adjourned the meeting at 3:44 p.m.

Attest:

Christa Free,
Procurement Coordinator

Bob Duncan, Committee Chairman



Brunswick-Glynn

Joint Water and Sewer Commission

Memorandum

To: Finance Committee
From: Andrew Burroughs, P.E., Executive Director
Date: Wednesday, December 15, 2021
Re: APPROVAL – USGS Joint Funding Agreement

Background

For the past several years, the JWSC has entered into a Joint Funding Agreement with the U.S. Geological Survey (USGS) for groundwater monitoring of the Upper Floridan aquifer to monitor the migration of chlorides throughout the aquifer. This is key in long-term planning for drinking water wells as growth continues in Glynn County and the plumes location relative to the Brunswick Villa well actively used by the JWSC. The impacts of saltwater intrusion have caused JWSC to close the Perry Park well as a drinking water source.

Staff Report

Funding for continued groundwater monitoring allows for further understanding of the saltwater plume's movement throughout the Upper Floridan aquifer. This is vital to project the long-term changes to groundwater quality throughout our production wells. This year's agreement includes a new monitoring site at the recently commissioned Ridgewood Water Production Facility. In recent years, there has been a change in funding available for this study as the Joint Funding Agreement allows for a match of USGS funds with JWSC funds, and any other funds received by USGS.

<u>Year</u>	<u>JWSC Contribution</u>
2014	\$64,523
2015	\$134,217
2016	\$118,720
2017	\$121,290
2018	\$77,400
2019	\$60,000
2020	\$60,000
2021	\$65,700
2022 (Proposed)	\$70,100*

Funding

Funding for this agreement is budgeted in the Office of the Director's Technical Services budget as approved by the Commission.

Recommended Action

Staff recommends entering into the Joint Funding Agreement with USGS in the amount of \$70,100.

Recommended Motion

"I move that the Finance Committee recommend the full Commission enter into a Joint Funding Agreement with USGS in the amount of \$70,100 for the continuation of groundwater monitoring in the Upper Floridan aquifer."

Enclosures

Joint Funding Agreement



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
South Atlantic Water Science Center
1770 Corporate Drive, Suite 500
Norcross, Georgia 30093
<http://www.usgs.gov/water/southatlantic>

November 18, 2021

Andrew Burroughs, P.E.
Executive Director
Brunswick/Glynn County Joint Water and Sewer Commission
1703 Gloucester St.
Brunswick, GA 31520

Dear Mr. Burroughs,

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) South Atlantic Water Science Center Water Resources Investigations, during the period January 1, 2022 through December 31, 2022 in the amount of \$70,100 from your agency. The U.S. Geological Survey contributions for this agreement is \$64,000 for a combined total of \$134,100. Please sign and return one fully-executed original.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Crystal Stallworth at phone number (678) 924-6691 or email at castallw@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Victor Engel

Victor Engel
Director

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001473
Agreement #: 22MPJFAG0000061
Project #: MP00
TIN #: 58-6000525

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the January 1, 2022, by the U.S. GEOLOGICAL SURVEY, South Atlantic Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Brunswick/Glynn County Joint Water and Sewer Commission party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$64,000 by the party of the first part during the period
January 1, 2022 to December 31, 2022
- (b) \$70,100 by the party of the second part during the period
January 1, 2022 to December 31, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program: 12 Month Agreement

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001473
Agreement #: 22MPJFAG0000061
Project #: MP00
TIN #: 58-6000525

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Gregory Cherry
Hydrologist
Address: 1770 Corporate Drive Suite 500
Norcross, GA 30093
Telephone: (678) 924-6632
Fax: (678) 924-6710
Email: gccherry@usgs.gov

Customer Technical Point of Contact

Name: Andrew Burroughs
Executive Director
Address: 1703 Gloucester St.
Brunswick, GA 31520
Telephone: (912) 261-7108
Fax:
Email: aburroughs@bgjwsc.org

USGS Billing Point of Contact

Name: Crystal Stallworth
Budget Analyst
Address: 1770 Corporate Drive Suite 500
Norcross, GA 30093
Telephone: (678) 924-6691
Fax: (678) 924-6710
Email: castallw@usgs.gov

Customer Billing Point of Contact

Name: Andrew Burroughs
Executive Director
Address: 1703 Gloucester St.
Brunswick, GA 31520
Telephone: (912) 261-7108
Fax:
Email: aburroughs@bgjwsc.org

U.S. Geological Survey
United States
Department of Interior

Brunswick/Glynn County Joint Water and Sewer
Commission

Signature

VICTOR
By ENGEL Date: _____
Name: Victor Engel
Title: Director

Digitally signed by VICTOR ENGEL
Date: 2021.12.01 11:11:28 -05'00'

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001473
Agreement #: 22MPJFAG0000061
Project #: MP00
TIN #: 58-6000525

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the January 1, 2022, by the U.S. GEOLOGICAL SURVEY, South Atlantic Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Brunswick/Glynn County Joint Water and Sewer Commission party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$64,000 by the party of the first part during the period
January 1, 2022 to December 31, 2022
- (b) \$70,100 by the party of the second part during the period
January 1, 2022 to December 31, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program: 12 Month Agreement

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001473
Agreement #: 22MPJFAG0000061
Project #: MP00
TIN #: 58-6000525

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Gregory Cherry
Hydrologist
Address: 1770 Corporate Drive Suite 500
Norcross, GA 30093
Telephone: (678) 924-6632
Fax: (678) 924-6710
Email: gccherry@usgs.gov

Customer Technical Point of Contact

Name: Andrew Burroughs
Executive Director
Address: 1703 Gloucester St.
Brunswick, GA 31520
Telephone: (912) 261-7108
Fax:
Email: aburroughs@bgjwsc.org

USGS Billing Point of Contact

Name: Crystal Stallworth
Budget Analyst
Address: 1770 Corporate Drive Suite 500
Norcross, GA 30093
Telephone: (678) 924-6691
Fax: (678) 924-6710
Email: castallw@usgs.gov

Customer Billing Point of Contact

Name: Andrew Burroughs
Executive Director
Address: 1703 Gloucester St.
Brunswick, GA 31520
Telephone: (912) 261-7108
Fax:
Email: aburroughs@bgjwsc.org

U.S. Geological Survey
United States
Department of Interior

Brunswick/Glynn County Joint Water and Sewer
Commission

Signature

VICTOR
ENGEL

By _____ Date: _____
Name: Victor Engel
Title: Director

Digitally signed by VICTOR ENGEL
Date: 2021.12.01 11:12:00 -0500

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:



USGS/Brunswick–Glynn County Cooperative Water Program–Calendar Year 2022

Submitted to

Brunswick–Glynn County Joint Water & Sewer Commission

Prepared by

**Gregory S. Cherry
U.S. Geological Survey
South Atlantic Water Science Center
1770 Corporate Drive, Suite 500
Norcross, GA 30093
678-924-6632**

November 18, 2021

Introduction

In the Brunswick–Glynn County, Georgia area (Figure 1), saltwater has been entering the Upper Floridan aquifer (UFA) for more than 60 years (Wait, 1965). As of 2016, within a 2-square-mile (mi²) area in downtown Brunswick, the aquifer yielded water with a chloride concentration greater than 2,000 milligrams per liter (mg/L), which is greater than the State and Federal secondary maximum contaminant level of 250 mg/L (SMCL; Georgia Environmental Protection Division, 1997; U.S. Environmental Protection Agency, 2000). Data obtained in 1978 from a 2,720-foot-deep test well (TW-26) drilled southwest of the city suggest the source of saltwater was located below the UFA in the Fernandina permeable zone (FPZ) of the Lower Floridan aquifer (LFA; Jones and others, 2002). This deeper interval of the Floridan aquifer system (FAS) is referred to as the Oldsmar permeable zone (Williams and Kuniansky, 2015). Saltwater contamination has limited further development of the UFA in the Brunswick area, prompting interest in the development of alternative sources of water supply, primarily from the shallower surficial and Brunswick aquifer systems. Monitoring groundwater conditions, defining the occurrence of saltwater contamination, and assessing alternative water sources is important for proper management of water resources in the Brunswick–Glynn County area.

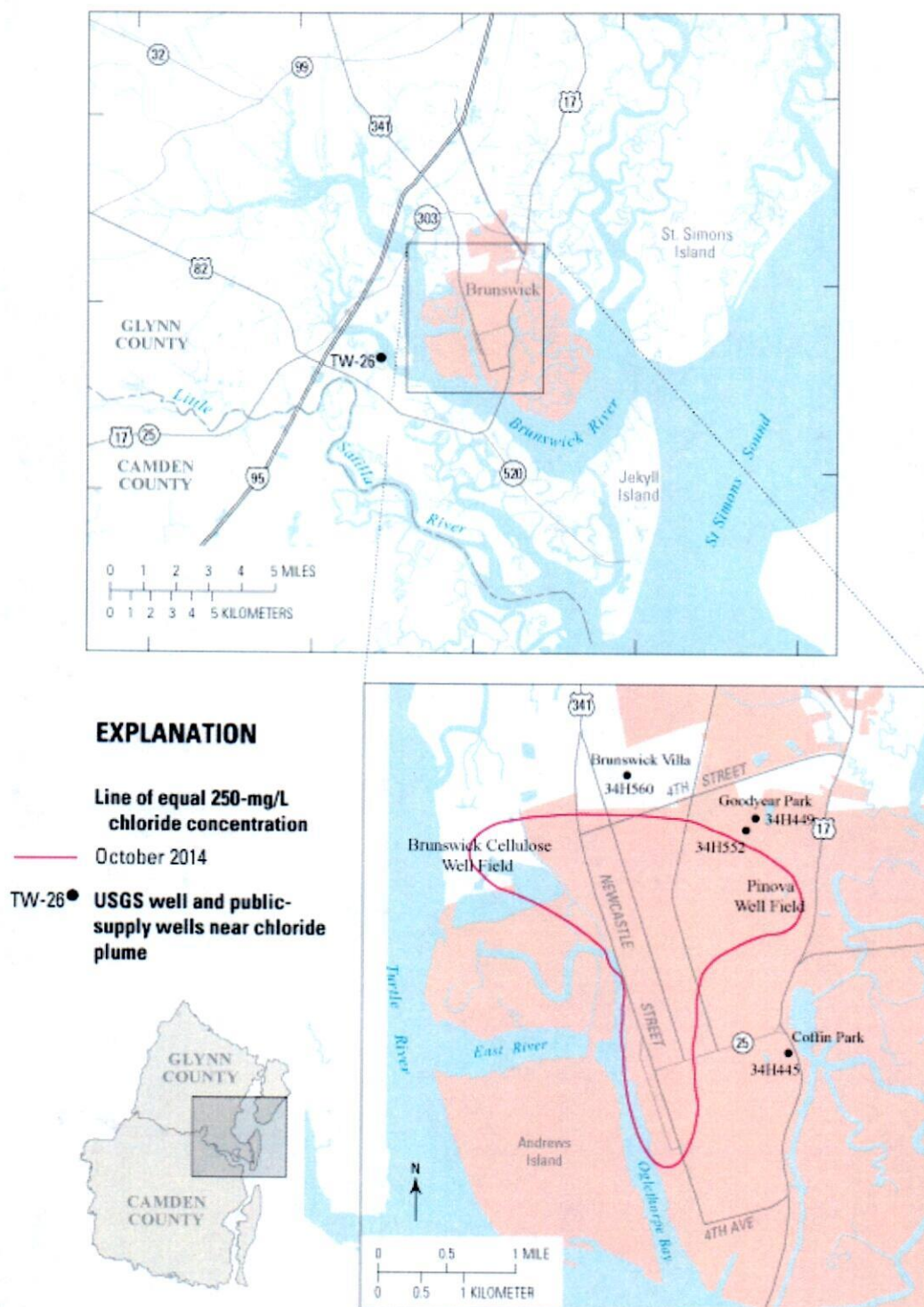


Figure 1. Location of 250-milligram-per liter (mg/L) chloride concentration isochlor for October 2014 and real-time monitoring wells near Brunswick, Georgia (modified from Cherry, 2015).

Problem

Earlier delineation of the chloride plume area by Gregg and Zimmerman (1974) at Brunswick, in Glynn County, Ga., indicated the area with high chloride concentrations is controlled by the permeability of the UFA, local pumping rates by industry and public-supply providers, and horizontal and vertical hydraulic head gradients in the Floridan aquifer system (FAS). Groundwater use in the UFA peaked during 1980 at 88 million gallons per day (Mgal/d). Water conservation measures have since been implemented to reduce pumping rates to 40 Mgal/d during 2015 (Painter, 2019). Areas with high chloride concentrations first appeared in the southern portion of the plume area during the early-1960s and in several decades had migrated north toward two industrial well fields (Cherry and Peck, 2017). The movement and extent of the chloride plume has forced the closure of several wells and three active public-supply wells are located less than a mile from the line of equal 250 mg/L chloride concentration (Figure 1).

Objectives

The objectives of the proposed saltwater intrusion study near Brunswick, Ga., are to (1) assess chloride movement in the Floridan aquifer system since November 2019 and October 2020, (2) measure groundwater levels and determine groundwater-flow directions, and (3) investigate possible movement of the chloride plume in the upper-water bearing zone of the Upper Floridan aquifer.

To meet these objectives, we will conduct the following tasks:

- *Continue maintenance and data collection from a 10-well(1) continuous recorder network (including real-time water-level measurements at Perry Park and real-time specific conductance at Brunswick Villa, Hospital, and Goodyear Park wells).*
- *Collect chloride samples at selected wells (approximately 45 to 55 sites) and use chloride concentrations to delineate the configuration of the plume using ArcGIS.*
- *Measure water levels at selected wells (approximately 43 to 53 sites²) to construct a potentiometric-surface map of the Upper Floridan aquifer in Glynn County area.*

Relevance and Benefits

The continued monitoring of chloride concentrations from groundwater wells in the FAS since the 1960's enables trend analysis and helps to identify high-chloride source areas in the LFA, which is necessary for informed water management of the UFA. The U.S. Geological Survey (USGS) has led the field in defining hydrogeologic framework of aquifers and related environmental factors, all of which affect the movement of groundwater and its quality (U.S. Geological Survey, 2007). Management of water resources for multiple purposes will be improved by an increased understanding of processes that affect water movement, storage, quality, and use through a combination of new tools, concepts, and discoveries (Evenson and others, 2013). The proposed study also supports GaEPD's initiative to decrease water consumption and find alternative water resources to the UFA. The collection of

¹ The continuous recorder network has recently been restored from 5 wells to 10 wells to improve the accuracy of estimates of the extent of the chloride plume and delineation of groundwater near downtown Brunswick.

² Seven additional UFA wells will be sampled on Jekyll Island contingent upon a signed 2022 funding agreement with Jekyll Island Authority.

groundwater and hydrogeologic data, and ongoing development and maintenance of groundwater-flow models supports the USGS Water Strategy Goal 1, Objective 3 “Assessment of water resources and their suitability to meet human and ecosystem needs”; Goal 3, Objective 1 “Development and application of models to predict potential effects of changes in population, land use, climate, and management practices upon future water availability considering human and ecological needs”; and Goal 4, Objective 4 “Providing tools that allow managers to detect and respond to emergencies related to water-quality degradation of all kinds—natural, accidental, and intentional”.

Approach

Data collection will include continued maintenance and operation of 10 continuous groundwater monitoring wells open to the upper Brunswick aquifer, UFA, and LFA. Three of these wells (34H560, 34H552, and 34H449) are equipped to measure real-time specific conductance data, which is used as a surrogate for chloride concentration, and can help identify potential movement of saltwater into the freshwater zones of the UFA. A correlation between chloride concentration and specific conductance was established from 58 wells sampled during 2008, which will be applied to the real-time specific conductance data as an estimate of chloride concentrations (Cherry and others, 2010, p. 45). Real-time specific conductance probes will be recalibrated and cleaned in the field every two months to ensure the accuracy of the equipment and prevent instrument drift. All water-level measurements collected at individual wells and downloaded from continuous monitoring wells will be input into the USGS National Water Information System (NWIS; <http://waterdata.usgs.gov/ga/nwis/>); all data will be served publicly via NWISWeb. Groundwater-level measurements from the continuous monitoring network provide essential data to evaluate changes in the groundwater resource over time and the effectiveness of groundwater management and protection programs (Taylor and Alley, 2001).

Products

Results from the annual chloride sampling near downtown Brunswick will be documented in a USGS Scientific Investigation Map (SIM). In addition, generated chloride-plume map using ArcGIS kriging techniques and potentiometric-surface maps of the Upper Floridan aquifer will be included in the publication and are subject to peer review and revision in accordance with USGS policy and guidelines for general release of collected data. The final publication will be produced by the USGS Science Publishing Network (SPN) and timeline can extend beyond calendar year 2022 due to unforeseeable workload of the unit.

Timeline

Activity	2022			
	Q1	Q2	Q3	Q4
Data collection from continuous recorder network (10 wells)				
Collect chloride samples and water-level measurements at selected wells				
Meeting to review results				
Maintenance of Brunswick databases and website				
Publication of USGS Scientific Investigations Map (SIM)				

The project duration is 12 months and the proposed timeline assumes a beginning on January 1, 2022 and ending on December 31, 2022. Any delay in the initiation of the project, which cannot start until the Joint Funding Agreement is signed, will result in a corresponding extension of the timeline but no increase in costs.

Personnel

A USGS Hydrologist will serve as project chief on a part-time basis to ensure proper quality control in the analysis of data and preparation of the final publication. Hydrologic Technicians will assist with the maintenance and operation of continuous recorder network.

Project Budget

Task	Cost
Maintenance and operation of groundwater network (10 wells)	\$58,300
Annual chloride sampling and posting data and approved OFR to project website	\$75,800
Total	\$134,100

Funding	Cost
USGS	\$64,000
Brunswick–Glynn County JWSC	\$70,100
Total	\$134,100

References

Cherry, G.S., 2015, Groundwater flow in the Brunswick/Glynn County area, Georgia, 2000–04: U.S.

Geological Survey Scientific Investigations Report 2015–5061, 88 p., (Also available at

<http://dx.doi.org/10.3133/sir20155061>.)

Cherry, G.S., and Peck, M.F., 2017, Saltwater intrusion in the Floridan aquifer system near downtown Brunswick,

Georgia, 1957–2015: U.S. Geological Survey Open-File Report 2017–2010, 10 p., (Also available at

<https://doi.org/10.3133/ofr20171010>.)

- Cherry, G.S., Peck, M.F., Painter, J.A., and Stayton, W.L., 2010, Groundwater conditions and studies in the Brunswick–Glynn County area, Georgia, 2008: U.S. Geological Survey Open-File Report 2009–1275, 54 p. (Also available at <http://pubs.usgs.gov/of/2009/1275/>.)
- Evenson, E.J., Orndorff, R.C., Blome, C.D., Böhlke, J.K., Hershberger, P.K., Langenheim, V.E., McCabe, G.J., Morlock, S.E., Reeves, H.W., Verdin, J.P., Weyers, H.S., and Wood, T.M., 2013, U.S. Geological Survey water science strategy—Observing, understanding, predicting, and delivering water science to the Nation: U.S. Geological Survey Circular 1383–G, 49 p. ISBN 978-, available at: <http://pubs.usgs.gov/circ/1383g/>
- Georgia Environmental Protection Division, 1997, Secondary Maximum Contaminant Levels for drinking water—Environmental Rule 391–3–5–19, revised October 1997: Official Code of Georgia Annotated Statutes, Statute 12–5–170 (Georgia Safe Drinking Water Act), variously paginated.
- Gregg, D.O., and Zimmerman, E.A., 1974, Geologic and hydrologic control of chloride contamination in aquifers at Brunswick, Glynn County, Georgia: U.S. Geological Survey Water –Supply Paper 2029D, 44 p. (Also available at <https://pubs.er.usgs.gov/publication/wsp2029D>.)
- Jones, L.E., Prowell, D.C., and Maslia, M.L., 2002, Hydrogeology and water quality (1978) of the Floridan aquifer system at U.S. Geological Survey Test Well 26, on Colonels Island, near Brunswick, Georgia: U.S. Geological Survey Water-Resources Investigations Report 02–4020, 44 p., (Also available at <http://pubs.usgs.gov/wri/2002/wri02-4020/>.)
- Painter, J.A., 2019, Estimated use of water in Georgia for 2015 and water-use trends, 1985–2015: U.S. Geological Survey Open-File Report 2019–1086, 216 p., (Also available at <https://doi.org/10.3133/ofr20191086>.)

Taylor, C.J., Alley, W.M., 2001, Ground-water-level monitoring and the importance of long-term water-level data: U.S. Geological Survey Circular 1217, 68 p. (Also available at <http://pubs.usgs.gov/circ/circ1217/html/pdf.html>.)

U.S. Environmental Protection Agency, 2000 (revised), Maximum Contaminant Levels (Part 143, National Secondary Drinking-Water Regulations): U.S. Code of Federal Regulations, Title 40, parts 100–149.

U.S. Geological Survey, 2007, Facing tomorrow's challenges—U.S. Geological Survey science in the decade 2007–2017: U.S. Geological Survey Circular 1309, x + 70 p. (Also available online at <http://pubs.usgs.gov/circ/2007/1309/>.)

Wait, R.L., 1965, Geology and occurrence of fresh and brackish water in Glynn County, Georgia: U.S. Geological Survey Water-Supply Paper 1613–E, 94 p. (Also available at <http://pubs.er.usgs.gov/publication/wsp1613E>.)

Williams, L.J., and Kuniansky, E.L., 2016, Revised hydrogeologic framework of the Floridan aquifer system in Florida and parts of Georgia, Alabama, and South Carolina (ver 1.1, March 2016): U.S. Geological Survey Professional Paper 1807, 140 p., 23 pls, (Also available online at <http://dx.doi.org/10.3133/pp1807>.)



Brunswick-Glynn

Joint Water and Sewer Commission

Memorandum

To: Finance Committee
From: LaDonnah Roberts, Deputy Executive Director
Date: Wednesday, December 15, 2021
Re: APPROVAL - Low-Income Household Water Assistance Program Agreement

Background

Congress appropriated funding in both the Consolidated Appropriations Act of 2021, and American Rescue Plan Act (ARP) of 2021 for a new emergency water and wastewater assistance program. The State of Georgia received \$37.1 million of these funds. Those funds have been appropriated to the Georgia Department of Human Services, Division of Family and Children Services ("DHS-DFCS") to operate the Low-Income Household Water Assistance Program ("LIHWAP").

The LIHWAP funds will be disbursed to local Community Action Agencies. Those agencies will then determine a household's eligibility to receive program assistance. Approved households will then be eligible to receive funding to cover one or more of the following:

1. Arrearages for Disconnected Households,
2. Arrearages for Households at Risk of Disconnection,
3. Reconnection and Late Fees, and/or
4. Reduction in Rate Charges for Current Bills.

Funding for approved households will be disbursed via local Community Action Agencies directly to participating Household Water Suppliers.

Staff Report

The local Community Action Agency designated by DHS for LIHWAP funding in Glynn County is Coastal Georgia Community Action Authority "CGACAA". CGACAA and BGJWSC have previously partnered successfully in a Customer Assistance Program, and this is another opportunity for BGJWSC to participate in a program that could greatly benefit our customers in need. In order to participate in the LIHWAP, DHS requires Household Water Suppliers such as BGJWSC to enter into a written agreement that defines the details of the program and each party's role. That Agreement is attached, and outside Counsel has reviewed the Agreement with no suggested changes.

Recommended Action

Staff requests that the Finance Committee support BGJWSC's participation in the LIHWAP via execution of the attached Agreement.

Recommended Motion

"I move that the Brunswick-Glynn Joint Water and Sewer Commission Finance Committee recommend that the full Commission approve the Low-Income Household Water Assistance Program Agreement with the Georgia Department of Human Services."



AGREEMENT
BETWEEN
THE GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY
AND CHILDREN SERVICES
AND

[Name of Home Water Supplier]

FOR
THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

This Agreement (“Agreement”) is made and entered into by and between the Georgia Department of Human Services, Division of Family and Children Services (“DHS-DFCS”) and [redacted] (“Home Water Supplier”), each individually a “Party” and collectively referred to as the “Parties” and shall be effective upon the date of last signature by the authorized representatives of the Parties (“Effective Date”).

WHEREAS, DHS is the State agency that administers and sets parameters for a statewide system of programs and services that provide public assistance to the disadvantaged, disabled and elderly residents of the State of Georgia (the “State”) through a network of other agencies and organizations, pursuant to O.C.G.A. § 49-2-1 et seq.;

WHEREAS, Home Water Supplier refers to any private or public entity in the business of supplying water for human consumption and/or wastewater related services to customers through public water systems, such as pipelines.

WHEREAS, DHS and Home Water Supplier are empowered to enter into this Agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement.

WHEREAS, DHS and Home Water Supplier enter this Agreement for the provision of federal funds to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to assist low-income households with water and wastewater reconnection and ongoing services for households eligible for the Low-Income Household Water Assistance Program (“LIHWAP”). The term “arrearage” includes any past due balance on an account.

WHEREAS, DHS operates LIHWAP in accordance with Term Eleven in the Supplemental Terms and Conditions, incorporated in this Agreement as **Attachment A**, as set forth by the United States Department of Health and Human Services' Administration for Children and Families, Office of Community Services. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic with the public health focus of ensuring that eligible low-income households have access to drinking water and wastewater services.

WHEREAS, DHS and Home Water Supplier acknowledge that the services provided under this Agreement are governed by and subject to the federal and state laws and regulations in accordance with LIHWAP and its Supplemental Terms and Conditions (**Attachment A**).

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PARTIES' JOINT RESPONSIBILITIES

The Parties agree to:

1.1. Maintain regular communication with each other, in all matters, as needed throughout the duration of the Agreement.

1.2. Work in partnership with each other and with each Party's authorized representatives and contractors in the provision of the services and such other goals as may be mutually agreed upon by the Parties.

1.3. Provide information and documentation as reasonably necessary to meet the obligations of this Agreement.

1.4. Cooperate in good faith with any audit or financial reviews conducted by the other Party or any other authorized entity regarding this Agreement. This includes maintaining and providing information descriptive of the services required under this Agreement necessary for the other Party to meet any reporting requirements imposed by State or federal law.

2. HOME WATER SUPPLIER RESPONSIBILITIES

Home Water Supplier agrees to:

General:

2.1. Provide DHS-DFCS a copy of the Employer Identification Number document, which was issued to the Home Water Supplier and which displays the number used by the IRS as the Home Water Supplier's tax identification number.

2.2. Provide DHS-DFCS with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.

2.3. Notify DHS-DFCS immediately when the tax identification number is changed. A new W-9 form will be completed and returned to DHS-DFCS.

2.4. Notify DHS-DFCS within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.

2.5. For privately owned Water Companies: Notify DHS-DFCS if the Home Water Supplier owner or an employee of the Home Water Supplier is also employed by DHS-DFCS or a member of his/her immediate family is employed by the DHS-DFCS. ("Immediate family" means either a spouse or any other person who resides in the same household as the owner/employee and who is a dependent of the owner.)

2.6. For the purpose of monitoring compliance with this Agreement and LIHWAP program compliance, the Home Water Supplier agrees to allow representatives of the Community Action Agency and DHS-DFCS access to all account information for the LIHWAP recipients.

2.7. The provisions found at Section 5 of this Agreement are hereby incorporated.

Financial Information/Billing:

2.8. Provide drinking water and/or wastewater services to each eligible and approved residential household, for which payment is provided under this Agreement.

2.9. Charge LIHWAP households using the Home Water Supplier's normal billing process.

2.10. Apply LIHWAP funds for currently open/active accounts, only, as follows:

2.10.1. Do not apply LIHWAP funds to any closed/inactive accounts.

2.10.2. If there is an arrearage on an open/active account, apply all LIHWAP funds to the arrearage on the account first. All remaining payment shall be applied to the customer's current account balance, which may result in a credit on the account. If the water services have been disconnected, the Home Water Supplier agrees to restore water services within 10 business days upon the receipt of the payment from LIHWAP.

2.10.3. If there are no arrears on an open/active account, apply all LIHWAP funds to the customer's current account balance, which may result in a credit on the account.

2.10.4. Charge all LIHWAP households the same rate for home drinking water and/or wastewater services that the Home Water Supplier bills to non-LIHWAP households.

2.10.5. Do not apply LIHWAP payments to account balances that have previously been written off.

2.10.6. Do not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.

2.10.7. Post all payments to customer accounts within 5 business days of receiving the payment.

2.10.8. Clearly notate and distinguish on all LIHWAP household accounts, the LIHWAP funds that are applied to the account.

2.10.9. After LIHWAP funds are applied to an account, include on the customer's next billing statement information concerning all LIHWAP funds applied to the account.

2.11. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to DHS-DFCS.

2.12. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

2.13. Cooperate with any Federal, State, or local investigation, audit, or program review. Allow DHS-DFCS representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.

2.14. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

2.15. Take corrective action in the timeframe specified by the DHS-DFCS if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Home Water Supplier into compliance.

2.16. Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

Data Collection:

2.17. DHS-DFCS requires the Home Water Supplier to maintain data regarding performance measures, which includes but may not be limited to:

2.17.1. Written information to DHS-DFCS on an eligible household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household. If the eligible household has been a customer for less than 12 months, the Home Water Supplier will provide LIHWAP with the requested data and include the number of months that the data supports.

2.17.2. The itemized amount, cost, and type of water assistance and services provided for eligible households approved for assistance under this award.

2.17.3. The type of water assistance used by the eligible household, i.e., drinking

water, wastewater etc.

2.17.4. The impact of the LIHWAP benefit on the LIHWAP household (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).

2.18. The performance measures data must be provided at no cost to DHS-DFCS nor the account holder and provided to DHS-DFCS within a timeframe specified by DHS-DFCS. Additionally, the performance measures data must be provided in the format requested by DHS-DFCS (or an authorized agent for the DHS-DFCS) for the purposes of verification, research, evaluation, analysis, and reporting. Prior to requesting performance measures data, DHS-DFCS will obtain authorization for release of information from the LIHWAP applicant.

3. DHS-DFCS RESPONSIBILITIES

DHS-DFCS agrees to:

3.1. DHS-DFCS will evaluate the relationship to determine if there is a conflict of interest that will preclude the Home Water Supplier from providing LIHWAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.)

3.2. Not serve as the Home Water Supplier for a household in which s/he is a current recipient of assistance from the LIHWAP. (For these purposes, current will be defined as during the present federal fiscal year. Applies to privately owned Water Companies).

3.3. Not serve as the Home Water Supplier for a dwelling/property that s/he owns. (Applies to privately owned Water Companies).

4. TERM

4.1. This Agreement shall begin on the Effective Date and shall continue until September 30, 2022 ("Initial Term"), unless terminated earlier pursuant to **Section 7, Termination**; provided, however, that termination or expiration of this Agreement shall not affect any obligations, representations, or warranties, which by their nature survive termination or expiration. Thereafter, this Agreement may be renewed by the Parties for an additional term, which shall begin on October 1 and end at midnight on September 30, of the following year ("Renewal Option") as follows:

Initial Term: Effective Date – September 30, 2022

Renewal Option: October 1, 2022 – September 30, 2023

4.2. The terms and conditions in effect at the time of the renewal shall apply to each renewal term. DHS-DFCS shall send Home Water Supplier written notice memorializing the Parties' intent to exercise a renewal option under this Agreement. Renewal is not automatic.

5. PAYMENT

5.1. All funds for payment made pursuant to this Agreement will be paid directly to the Home Water Supplier by a DHS-DFCS contracted Community Action Agency, as outlined in this Agreement. “Responsibilities of the Community Action Agency” are detailed in **Attachment B** of this Agreement.

5.2. If a Community Action Agency notifies the Home Water Supplier that a payment is a duplicate or was sent in error, the refund check must be made payable to the Community Action Agency within 10 business days of notification. The Home Water Supplier shall refund only the portion of the payment that was a duplicate or the portion of the payment that was sent in error. Do not return the entire check.

5.3. If the Home Water Supplier receives notification that a LIHWAP payment has not posted to the correct account, the Home Water Supplier must credit the LIHWAP payment to the correct account within 5 business days.

6. RELATIONSHIP OF THE PARTIES

6.1. Neither Party is an agent, employee, assignee or servant of the other. It is expressly agreed that this Agreement is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purpose whatsoever. Furthermore, neither Party is authorized to or has the power to obligate or bind the other by contract, agreement, warranty, representation or otherwise in any manner whatsoever.

7. TERMINATION

7.1. This Agreement may be cancelled or terminated, in whole or in part:

7.1.1. For convenience of either Party upon delivery of thirty (30) calendar days’ written notice of intent to do so, signed by a duly authorized representative of either Party;

7.1.2. By operation of law or act of the General Assembly, so as to render the fulfillment of the Agreement infeasible; and

7.1.3. In the event sufficient appropriated, otherwise obligated funds no longer exist for the payment of a Party’s obligations hereunder.

7.2. In the event of termination of this Agreement for any reason, the Parties shall remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Agreement. If the Parties fail to agree in whole or in parts as to the amounts with respect to monies to be paid in connection with the total or partial termination, **Section 13, *Dispute Resolution***, shall govern.

8. DEFAULT

8.1. If there is an event of default, the non-defaulting Party shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, the non-defaulting Party may immediately terminate this Agreement, in whole or in part, without additional written notice.

9. LIMITATION OF LIABILITY

9.1. No civil action may be brought under this Agreement by one Party against the other Party.

9.2. DHS-DFCS shall not be held liable for claims arising solely from the acts, omissions or negligence of Home Water Supplier. Home Water Supplier shall not be held liable for claims arising solely from the acts, omissions or negligence of DHS-DFCS.

10. CONFIDENTIALITY AND PERSONAL HEALTH INFORMATION

10.1. All Parties herein shall abide by all state and federal laws, rules and regulations, and DHS policy on respecting confidentiality of an individual's records. The Parties herein further agree not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/client/customer, or responsible parent or guardian.

10.2. Pursuant to 45 C.F.R § 160.103, the Parties agree that DHS-DFCS is a "covered entity" as defined by the federal Standards for Privacy of Individually Identifiable Health Information. DHS-DFCS from time to time may disclose "protected health information" ("PHI") to carry out the functions of this Agreement. These disclosures relate to PHI created or acquired by DHS-DFCS in connection with programs it administers.

10.3. PHI disclosed pursuant to this Agreement is confidential information and will be subject to appropriate safeguards while in DHS-DFCS possession. PHI will not be re-disclosed by DHS-DFCS or its employees without the written consent of the individual to whom the PHI relates or that individual's authorized representative, except as may be required by compulsory legal process. PHI will be retained by DHS-DFCS as required by law and, as appropriate, will be destroyed only in accordance with approved records retention schedules.

10.4. DHS-DFCS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereinafter referred to as 'HIPAA'), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards to ensure the security, confidentiality and integrity of PHI that a Business Associate may receive or create on behalf of DHS-DFCS pursuant to this Agreement, and to document those assurances by entering into a Business Associate Agreement with certain entities that provide activities and/or services involving the use of PHI.

10.5. The Home Water Supplier who utilizes, accesses, or stores personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify DHS-DFCS of any breach or suspected breach in the security of such information. The Home Water Supplier shall allow DHS-DFCS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

11. NOTICE

11.1. All notices, requests, or other communications (excluding invoices) under this Agreement shall be in writing and either transmitted via overnight courier, electronic mail, hand deliver or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

DHS-DFCS:

Project Leader

Cynthia Bryant, MPH
LIHEAP/CSBG/LIHWAP Unit Manager
2 Peachtree Street
Suite 21-253
Atlanta, GA 30303
(404) 463-1679
Cynthia.Bryant@dhs.ga.gov

Contracts Administrator

Contracts Manager
Office of Procurement, Contracts and Vendor Management
2 Peachtree Street, NW
Suite 27-214
Atlanta, Georgia 30303
(404) 656-4861
(770) 359-3276 (fax)

Home Water Supplier

Refer to Attachment C for the Home Water Supplier's contact information.

11.2. In the event a Party decides to identify a new or additional point-of-contact, said Party shall send written notification to the other Party identifying, the name, title, and address of the new point-of-contact. Identification of a new point-of-contact is not considered an amendment to this Agreement.

12. AMENDMENTS IN WRITING

12.1. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no amendment, modification or alteration of this Agreement will be valid or effective unless such modification is made in writing and signed by both Parties and affixed to this Agreement as an amendment. Except for the specific provisions of the Agreement which are amended, the Agreement remains in full force and effect after such amendment.

13. COMPLIANCE WITH APPLICABLE LAWS

13.1. The Parties agree to comply and abide by all federal and state laws, rules, statutes, case law, precedent, policies, or procedures that may govern the Agreement, or any of the Parties' responsibilities. To the extent that applicable federal and state laws, rules, regulations, statutes, case law, precedent, policies, or procedures - either those in effect at the time of the execution of this Agreement, or those which become effective or are amended during the life of the Agreement - require a Party to take action or inaction, any costs, expenses, or fees associated with that action or inaction shall be borne and paid by said Party.

14. ASSIGNMENT

14.1. No Party may assign this Agreement, in whole or in part, without prior written consent of the other Party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect. If requested by DHS-DFCS, the Home Water Supplier shall furnish DHS-DFCS the names, qualifications, and experience of their proposed subcontractors. The Home Water Supplier shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.

15. DISPUTE RESOLUTION

15.1. The Parties shall cooperate with each other in good faith and agree to amicably settle any differences expediently through negotiations. Outstanding issues shall be resolved between departmental unit management as appropriate. If no resolution can be reached at the appropriate unit level, the issue will be escalated to upper/ senior management for resolution. If no resolution can be reached at the upper/senior management level, the issue will be escalated to the commissioner level for resolution.

16. MISCELLANEOUS PROVISIONS

16.1. Audits. The Parties may audit the performance of this Agreement following reasonable notice to the other. The Parties agree to cooperate with such audit and to furnish any and all records and information reasonable requested by the other.

16.2. Boycott of Israel. Home Water Supplier certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

16.3. Governing Law. This Contract and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

16.4. Legislation. Each Party shall promptly notify the other Party of proposed legislation which may affect the subject matter of this Agreement.

16.5. Parties Bound. This Agreement is binding upon all employees, agents and third-party vendors of Home Water Supplier and DHS-DFCS and will bind the respective heirs, executors, administrators, legal representatives, successors and assigns of each Party.

17. WAIVER AND SEVERABILITY

17.1. No failure or delay in exercising or enforcing any right or remedy hereunder by a Party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the Agreement shall remain enforceable.

18. COUNTERPARTS/ELECTRONIC SIGNATURES

18.1. This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Any signature below that is transmitted by facsimile or other electronic means shall be binding and effective as the original.

19. ENTIRE AGREEMENT

19.1. This Agreement together with attachments or exhibits, which are incorporated by reference, constitutes the complete agreement and understanding between the Parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

20. NONDISCRIMINATION

20.1. The Home Water Supplier shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination. Additionally, the Home Water Supplier shall not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.

21. FRAUD

21.1. The Home Water Supplier will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to DHS-DFCS or knowingly allowing others to do so; intentional failure to notify the DHS-DFCS of a change in circumstances that affects payments received by the Home Water Supplier; intentionally accepting payments that the Home Water Supplier knows, or by reasonable diligence would know, the Home Water Supplier is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Home Water Supplier is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

21.2. For overpayments received by the Home Water Supplier that are not the result of intent to defraud, the Home Water Supplier shall be required to repay the full amount to the Community Action Agency.

(SIGNATURES ON FOLLOWING PAGE)

[THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and the undersigned duly authorized officers or agents of each Party have hereunto affixed their signatures on the day and year indicated below.

GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES

Chris Hempfling, Deputy Division Director &
General Counsel, DFCS

Date

[Name of Home Water Supplier]

[Name of signatory], [Title]

Date

ATTACHMENT A



ADMINISTRATION FOR
CHILDREN & FAMILIES
330 C Street, S.W., Washington, DC 20201 | www.acf.hhs.gov

SUPPLEMENTAL TERMS and CONDITIONS

The **General Terms and Conditions** apply to all mandatory grant programs. These Supplemental Terms and Conditions are additional requirements applicable to the program named below.

By acceptance of awards for this program, the grantee agrees to comply with the requirements included in both the General and Supplemental Terms and Conditions for this program.

Office of Community Services (OCS)

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260)

APPLICABLE LEGISLATION, STATUTE, REGULATIONS

1. The administration of this program is authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, OCS has closely modeled the Low Income Household Water Assistance Program's (LIHWAP) terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under [45 CFR Part 75](#). In accordance with 45 CFR 75.101 applicability, this program must comply with 45 CFR Part 75 in its entirety. No exceptions have been identified.
3. Additional applicable regulations and requirements can be found in the [General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants](#).

COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING

4. The federal financial participation rate (FFP) is 100 percent for this program. The federal award provides funds for 100 percent of allowable, legitimate program costs.
5. There is no non-federal cost share/matching required for this program. Program funds for this program are awarded with a 100 percent FFP rate for program costs.

FINANCIAL REPORTING AND REQUIREMENTS

6. The OMB approved Financial Reporting form for this program is the SF-425 Federal Financial Report [SF-425 Federal Financial Report](#). Grantees must track and report on LIHWAP funds separately from appropriated LIHEAP funds.

- a. This report is submitted annually and must be submitted no later than December 30, which is 90 days following the end of each federal fiscal year (FFY).
 - b. A first interim report is due 90 days following the end of FFY 2021.
 - c. A second interim report interim report is due 90 days following the end of FFY 2022.
 - d. A final report (cumulative, covering the entire project period) is due 3 months following the end of FFY 2023.
7. Project Period. The project period for this award is synonymous with the obligation period, as follows: from the date of the award through the end of FFY 2023 (September 30, 2023). Any federal funds not obligated by the end of the obligation period will be recouped by this Department.
8. Liquidation Deadline. All obligated federal funds awarded under this grant must be liquidated no later than 3 months after the end of the project period (i.e., December 31, 2023). Any funds from this award not liquidated by this date will be recouped by this Department.
9. The following are the grant/fiscal requirements based on modifications of existing LIHEAP policies and requirements:
 - a. The grantees may use up to 15 percent of grant funds for planning and administering the funds under this award. The grantee will pay from non-federal sources the remaining costs of planning and administering the program under this award and will not use federal funds for such remaining cost. Administrative costs of the owners or operators of public water systems or treatment works that may be charged to this award, if any, are subject to this limitation and must be included together with the grantee's costs of planning and administration when calculating compliance.
 - b. The grantee will ensure that fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state under this award, including procedures for monitoring the assistance provided under this award, and provide that the grantee will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "[Single Audit Act](#)").
 - c. The grantee may expend funds for immediate expenses necessary for planning and administering the use of funds upon receipt of the award. However, prior to the expenditure of grant funds for any payments to owners or operators of public water systems or treatment works on behalf of low-income households, the grantee must submit an implementation plan for OCS review and acceptance in a format provided by OCS that will (a) include the eligibility requirements to be used by the state for each type of assistance to be provided under this grant, (2) describe the benefit levels to be used by the state, territory, or tribe for LIHWAP assistance, (3) describe any steps that will be taken to target assistance to households with high home water burdens, and (4) provide a plan of administration including a plan of oversight and monitoring of any subrecipient organizations comparable to the processes and procedures for comparable grant programs. Not later than May 30, 2021, OCS will make available a Model State and Tribal Implementation Plan format to be used in developing and submitting the implementation plan for review.

PROGRAM REPORTING AND REQUIREMENTS

10. Grantees must track and report on LIHWAP program activities under this award separately from LIHEAP. The grantee must report annually on the following data elements, using an OMB-approved reporting format to be provided by OCS:
 - a. the amount, cost, and type of water assistance provided for households eligible for assistance under this award;
 - b. the type of water assistance used by various income groups;

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

- c. the number and income levels of households assisted by this award;
 - d. the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
 - e. the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
 - f. administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.
11. The following are the program requirements, consistent with instructions in [P.L. 116-260, Section 533](#) and consistent with existing program requirements for Low-Income Home Energy Assistance Program (LIHEAP) and other closely related programs:
- a. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to safe and clean drinking water and wastewater services.
 - b. Funds will be used to provide assistance to low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services. Assistance to households will be accomplished by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. Grantees may use LIHWAP funding to cover arrearages arising at any time, including prior to this award.
 - c. Grantees shall, in carrying out programs funded with this grant, as appropriate and to the extent practicable, use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.
 - i. Grant resources may be used to make payments only with respect to households in which one or more individuals are receiving the following:
 - 1. assistance under the State program funded under part A of title IV of the Social Security Act;
 - 2. supplemental security income payments under title XVI of the Social Security Act;
 - 3. food stamps under the Food Stamp Act of 1977;
 - 4. payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 - 5. payments under the Low Income Home Energy Assistance Program (LIHEAP);
 - ii. households with incomes that do not exceed the greater of the following:
 - 1. an amount equal to 150 percent of the poverty level for such state; or
 - 2. an amount equal to 60 percent of the state median income;
 - 3. except that a state, territory, or tribe may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for the state; but, the state, territory, or tribe may give priority to those households with the highest home water costs or needs in relation to household income.
 - d. The grantee will establish criteria and procedures for determining income eligibility comparable to established procedures and requirements for LIHEAP. The grantee will conduct outreach activities designed to ensure that eligible households, especially those with the lowest incomes,

or

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

that pay a high proportion of household income for drinking water and wastewater services, are made aware of the assistance available under this title and any similar assistance available under the Community Services Block Grant program or through other emergency relief such as the [Pandemic Emergency Assistance Fund](#) and the U.S. Department of Treasury's [Emergency Rental Assistance Program](#).

- e. The grantee will coordinate its activities under this title with similar and related programs administered by the Federal Government and such state, territory, or tribe, particularly low-income utility support programs such as LIHEAP, the Community Services Block Grant (CSBG), Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), the Social Service Block Grant, and the [Emergency Rental Assistance Program](#).
- f. The grantee will provide, in a timely manner, that the highest level of assistance will be furnished to those households that have the lowest incomes and the highest water costs or needs in relation to income, taking into account family size, except that the state, territory, or tribe may not differentiate in implementing this section between the households described in condition 11(c)(i) and 11(c)(ii) (above).
- g. The grantee will establish policies, procedures, and benefit levels on behalf of households that prioritize continuity of water services, including prevention of disconnection and restoration water services to households for which water services were previously disconnected.
- h. The grantee will provide funds to owners or operators of public water systems or treatment works ("owners or operators") to reduce arrearages of and rates charged to eligible households for such services. For all payments to owners or operators on behalf of individual households, the grantee must establish procedures to:
 - i. notify, or require the owner or operator to notify, each participating household of the amount of assistance paid on its behalf;
 - ii. ensure that the owner or operator will charge the eligible household, in the normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant;
 - iii. ensure that any agreement the grantee enters into with an owner or operator under this paragraph will contain provisions to ensure that no household receiving assistance under this grant will be treated adversely because of such assistance under applicable provisions of state, territorial or tribal law or public regulatory requirements;
 - iv. ensure that the provision of payments to the owner or operator remains at the option of the grantee, in consultation with local subgrantees; and
 - v. ensure that the owner or operator provides written reconciliation and confirmation on a regular basis that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
- i. The amount of any home water assistance benefits provided under this program for the benefit of an eligible household shall not be considered income or resources of such household (or any member thereof) for any purpose under any State, Territorial, or Tribal law, including any law relating to taxation, public assistance, or welfare programs.
- j. The grantee will not exclude income-eligible households (described above in condition 11(c)(ii)) from receiving home water assistance benefits.
- k. The grantee will establish procedures to treat owners and renters equitably under the program assistance provided with these grant resources.

- l. The grantee will provide for timely and meaningful public participation in the development of a state, territory or tribe's LIHWAP implementation plan, such as publication and acceptance of comments via the grantee's website.
- m. The grantee will provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under a LIHWAP plan are denied or are not acted upon with reasonable promptness. Administrative hearing opportunities will be comparable to and may utilize existing processes, procedures, and systems currently in place for the state, territory, or tribe's Low Income Home Energy Assistance grant.
- n. The grantee will be responsible for planning and prioritizing funds for households in communities throughout the state with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds. If the governing organization of any eligible tribal government or organization located within the state declines or is not able to successfully apply for available LIHWAP funds, the state grantee will then be responsible for including eligible households within the tribe's jurisdiction in its outreach and service coverage.
- o. LIHWAP grant funds may not be used by the grantee, or by any other person with which the grantee makes arrangements to carry out the purposes of this grant, for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility.
- p. The grantee will permit and cooperate with federal investigations undertaken in accordance with the following procedures:
 - i. OCS shall, after adequate notice and an opportunity for a hearing conducted within the affected state, territory, or tribe, withhold funds from any grantee that does not utilize its allotment substantially in accordance with the terms and conditions.
 - ii. OCS shall review and respond in writing in no more than 60 days to matters raised in complaints of a substantial or serious nature that a grantee (or any person with which the grantee makes arrangements to carry out the purposes of the grant) has failed to use funds in accordance with these terms and conditions. Any violation of any one of the terms and conditions that constitutes a disregard of such assurance shall be considered a serious complaint.
 - iii. If OCS determines that there is a pattern of complaints from any state, territory, or tribe during the grant period, OCS shall conduct an investigation of the use of funds received under this award by the grantee in order to ensure compliance with terms and conditions.
 - iv. The HHS Office of the Inspector General (OIG) may conduct an investigation of the use of funds received under this title by a state, territory, or tribe in order to ensure compliance with the provisions of this title.
 - v. In the event of an investigation conducted by OCS, OIG, or another federal entity designated by OCS, the grantee shall make appropriate books, documents, papers, and records available to the Secretary or the Comptroller General of the United States, or any of their duly authorized representatives, for examination, copying, or mechanical reproduction on or off the premises of the appropriate entity upon a reasonable request thereof.
 - vi. In conducting any investigation under the procedures described above, OCS will not request any information not readily available to such state, territory, or tribe, or require that any information be compiled, collected, or transmitted in any new form not already available.

REAL PROPERTY REPORTING

12. Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and major renovation are not an allowable activity or expenditure under this grant.

EFFECTIVE PERIOD

13. These program-specific Supplemental Terms and Conditions are effective on the date shown at the bottom of the pages of this document and will remain in effect until updated. They will be updated and reissued only as needed whenever a new program-specific statute, regulation, or other requirement is enacted or whenever any of the applicable existing federal statutes, regulations, policies, procedures, or restrictions are amended, revised, altered, or repealed.

Signature of Governor's Authorized Official

Name of State/Territory: Georgia

LIHWAP State/Territory Lead Agency: Georgia Division of Family and Children Services

I certify that the LIHWAP State/Territory Lead Agency has reviewed and will abide by the conditions outlined above.

Tom C.
x Rawlings

Digitally signed by Tom C. Rawlings
DN: cn=Tom C. Rawlings, o=Georgia
Division of Family and Children
Services, ou=Director,
email=tom.rawlings@dhs.ga.gov, c=US
Date: 2021.04.27 11:00:54 -04'00'

Governor's Authorized Official

RESPONSIBILITIES OF THE COMMUNITY ACTION AGENCY

- a. Based on established criteria, determine household eligibility for LIHWAP based on the State's approved Grantee State Plan in a timely manner.
- a. Accept and process referrals from the Home Water Supplier for LIHWAP
- b. Provide payment to the Home Water Supplier after a household has been determined eligible for services rendered pursuant to this Agreement,
- c. Batch payments based on Home Water Supplier and application completion date. Home Water Supplier will receive paper checks with a report featuring Applicant Name, last four digits of the Social Security Number, Account Address, Account Number, Account Name, and Approved Benefit Amount from the administering Community Action Agency.
- d. To secure from each eligible household, as a part of their application for assistance, a written authorization for the release of information concerning the eligible household's account with the Home Water Supplier. The Community Action Agency represents and warrants to the Home Water Supplier that it has obtained an Authorization for Release of General and/or Confidential Information from account holders (or individuals authorized to act on behalf of such account holders) applying for assistance under LIHWAP. The Release authorizes any utility service provider, including the Home Water Supplier that participates in LIHWAP to provide to the Community Action Agency personal and/or confidential customer-specific information which may include, without limitation, utility account identification information such as names, addresses, social security numbers, and account numbers; utility account payment history and other account information such as account status, utility charges, payment history, past due amounts, pending deposits, current shut-off due dates or disconnection, current life support status (if applicable) payment arrangements, and history of energy assistance payments; general energy usage data such as energy consumption and amounts and costs of fuel used for up to twenty- four months (at no greater level of detail than monthly totals); and such other data as the Community Action Agency, and/or the State of Georgia determine is reasonably necessary. Accordingly, the Community Action Agency (1) shall notify the Home Water Supplier if any eligible household under LIHWAP at any time declines to authorize the Home Water Supplier to disclose such information to the

Community Action Agency or retracts or withdraws such authorization; (2) shall remove, redact, and destroy any information received from the Home Water Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Water Supplier from any and all losses, costs, damages or expenses incurred by the Home Water Supplier (including, but not limited to, reasonable attorneys' fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Water Supplier's participation in LIHWAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.

- e. Notwithstanding the foregoing, the DHS-DFCS do not indemnify and/or hold harmless neither the Home Water Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Water Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Water Supplier, or on the Home Water Supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Water Supplier (collectively, the "indemnity Claims"). This indemnification extends to the successors and assigns of the Home Water Supplier, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Water Supplier. The Home Water Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.
- f. Be responsible for planning and prioritizing funds for households in communities throughout their serving area with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds.

Water Utility Information Form

ATTACHMENT C

Company Name:	Doing Business As (DBA), if applicable:
Home Water Supplier's Legal Name (as used on Federal Tax Return for Business):	Company Owner Name:
Type of Entity: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government Entity <input type="checkbox"/> Trust <input type="checkbox"/> Estate Utility: <input type="checkbox"/> Investor Owned <input type="checkbox"/> Municipal <input type="checkbox"/> Cooperative <input type="checkbox"/> Limited Liability Company (LLC) Is the LLC incorporated? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Single Member or <input type="checkbox"/> Multiple Member	Taxpayer Identification (ID) Number: <input type="checkbox"/> Social Security Number (SSN) <input type="checkbox"/> Employer Identification Number (FEIN) <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)
Program Primary Contact Name/Title:	Primary Contact Telephone Number:
Primary Contact Email Address:	Mailing Address for Payments:
Office Physical Address:	Office Fax Number:
Contact Name/Title Regarding Payments:	Telephone Number Regarding Payments:
Mailing Address for Payments:	Email Address Regarding Payments:
SERVICES PROVIDED AND BILLED BY HOME WATER SUPPLIER	
<input type="checkbox"/> Water Fees <input type="checkbox"/> Wastewater/Sewer Fees <input type="checkbox"/> Other _____ <input type="checkbox"/> Stormwater Fees <input type="checkbox"/> Groundwater Fees	

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

HIGHLIGHT EACH COUNTY SERVED BY THIS COMPANY

_____ STATEWIDE (check if you serve the entire state)

_____ 001 Appling	_____ 041 Dade	_____ 081 Jefferson	_____ 121 Richmond
_____ 002 Atkinson	_____ 042 Dawson	_____ 082 Jenkins	_____ 122 Rockdale
_____ 003 Bacon	_____ 043 Decatur	_____ 083 Johnson	_____ 123 Schley
_____ 004 Baker	_____ 044 DeKalb	_____ 084 Jones	_____ 124 Screven
_____ 005 Baldwin	_____ 045 Dodge	_____ 085 Lamar	_____ 125 Seminole
_____ 006 Banks	_____ 046 Dooly	_____ 086 Lanier	_____ 126 Spalding
_____ 007 Barrow	_____ 047 Dougherty	_____ 087 Laurens	_____ 127 Stephens
_____ 008 Bartow	_____ 048 Douglas	_____ 088 Lee	_____ 128 Stewart
_____ 009 Ben Hill	_____ 049 Early	_____ 089 Liberty	_____ 129 Sumter
_____ 010 Berrien	_____ 050 Echols	_____ 090 Lincoln	_____ 130 Talbot
_____ 011 Bibb	_____ 051 Effingham	_____ 091 Long	_____ 131 Taliaferro
_____ 012 Bleckley	_____ 052 Elbert	_____ 092 Lowndes	_____ 132 Tattnall
_____ 013 Brantley	_____ 053 Emanuel	_____ 093 Lumpkin	_____ 133 Taylor
_____ 014 Brooks	_____ 054 Evans	_____ 094 Macon	_____ 134 Telfair
_____ 015 Bryan	_____ 055 Fannin	_____ 095 Madison	_____ 135 Terrell
_____ 016 Bulloch	_____ 056 Fayette	_____ 096 Marion	_____ 136 Thomas
_____ 017 Burke	_____ 057 Floyd	_____ 097 McDuffie	_____ 137 Tift
_____ 018 Butts	_____ 058 Forsyth	_____ 098 McIntosh	_____ 138 Toombs
_____ 019 Calhoun	_____ 059 Franklin	_____ 099 Meriwether	_____ 139 Towns
_____ 020 Camden	_____ 060 Fulton	_____ 100 Miller	_____ 140 Treutlen
_____ 021 Candler	_____ 061 Gilmer	_____ 101 Mitchell	_____ 141 Troup
_____ 022 Carroll	_____ 062 Glascock	_____ 102 Monroe	_____ 142 Turner
_____ 023 Catoosa	_____ 063 Glynn	_____ 103 Montgomery	_____ 143 Twiggs
_____ 024 Charlton	_____ 064 Gordon	_____ 104 Morgan	_____ 144 Union
_____ 025 Chatham	_____ 065 Grady	_____ 105 Murray	_____ 145 Upson
_____ 026 Chattahoochee	_____ 066 Greene	_____ 106 Muscogee	_____ 146 Walker
_____ 027 Chattooga	_____ 067 Gwinnett	_____ 107 Newton	_____ 147 Walton
_____ 028 Cherokee	_____ 068 Habersham	_____ 108 Oconee	_____ 148 Ware
_____ 029 Clarke	_____ 069 Hall	_____ 109 Oglethorpe	_____ 149 Warren
_____ 030 Clay	_____ 070 Hancock	_____ 110 Paulding	_____ 150 Washington
_____ 031 Clayton	_____ 071 Haralson	_____ 111 Peach	_____ 151 Wayne
_____ 032 Clinch	_____ 072 Harris	_____ 112 Pickens	_____ 152 Webster
_____ 033 Cobb	_____ 073 Hart	_____ 113 Pierce	_____ 153 Wheeler
_____ 034 Coffee	_____ 074 Heard	_____ 114 Pike	_____ 154 White
_____ 035 Colquitt	_____ 075 Henry	_____ 115 Polk	_____ 155 Whitfield
_____ 036 Columbia	_____ 076 Houston	_____ 116 Pulaski	_____ 156 Wilcox
_____ 037 Cook	_____ 077 Irwin	_____ 117 Putnam	_____ 157 Wilkes
_____ 038 Coweta	_____ 078 Jackson	_____ 118 Quitman	_____ 158 Wilkinson
_____ 039 Crawford	_____ 079 Jasper	_____ 119 Rabun	_____ 159 Worth
_____ 040 Crisp	_____ 080 Jeff Davis	_____ 120 Randolph	

Failure to identify all counties served may result in the denial of benefits for households.

Brunswick-Glynn JWSC
Balance Sheet
June 30, 2021 and November 30, 2021

	June 30, 2021	November 30, 2021
CURRENT ASSETS		
Cash and Cash Equivalents	4,202,919	4,992,379
Bond Sinking Fund	624,795	1,855,280
Accounts Receivable (Net of Allowance for Bad Debts of \$218,898 and \$136,638)	1,560,661	1,557,525
Intergovernmental receivable	1,140,587	0
Interest Receivable	135,540	67,770
Unbilled Revenue	1,765,391	1,765,391
Prepaid Expenses	381,886	242,783
Inventory	1,365,754	1,499,461
Total Current Assets	11,177,533	11,980,589
RESTRICTED CASH ACCOUNTS		
JWSC Reserves	33,176,231	35,028,043
Capital Reserves	8,565,720	8,480,661
SPLOST Account	7,487,976	3,221,537
Trustee Held Funds	11,122	15,606,238
Customer Deposit Reserve	2,588,435	2,684,168
Total Restricted Cash	51,829,484	65,020,647
CAPITAL ASSETS		
Fixed Assets (Net of Depreciation of \$136,740,068 and \$139,212,582)	121,068,836	118,530,466
Construction In Progress	21,197,767	30,687,613
Total Capital Assets	142,266,603	149,218,079
DEFERRED ASSETS		
Total Deferred Pension Outflows	1,294,203	1,294,203
Deferred On 2010C Bond Refunding	1,074,881	2,369,084
	2,369,084	1,384,411
TOTAL ASSETS	<u>207,642,704</u>	<u>228,897,929</u>
CURRENT LIABILITIES		
Bond Premium	0	146,860
Accounts Payable	2,971,877	2,257,636
Accrued Salaries and Vacation	750,235	353,815
Accrued Liabilities	204,469	182,278
Retainage Payable	692,615	1,213,335
Interest Payable	86,108	515,637
Short-Term Portion of Debt	2,563,592	2,176,624
Total Current Liabilities	7,268,896	6,846,185
LONG-TERM DEBT		
Long-Term Portion of Bond Payable	27,738,000	43,553,000
Long-Term Portion of Capital Leases	312,647	312,647
Long-Term Portion of GEFA Loan Payable	5,843,038	7,820,996
Total Long-Term Debt	33,893,685	51,686,643

OTHER LIABILITIES

Customer Deposits Payable	2,536,761	2,602,861
---------------------------	-----------	-----------

NET PENSION LIABILITY

Total Deferred Pension Inflows	313,415	313,415
Net Pension Liability	<u>2,856,076</u>	<u>2,556,076</u>
	3,169,491	2,869,491

TOTAL LIABILITIES

<u>46,868,833</u>	<u>64,005,180</u>
-------------------	-------------------

NET POSITION

Net Investment In Capital Assets	84,611,559	64,667,199
Restricted For Debt Service	635,917	17,461,518
Restricted For Capital Projects	49,229,927	46,730,241
Restricted Customer Deposits	2,588,435	2,684,168
Unrestricted	<u>23,708,033</u>	<u>33,349,623</u>
	<u>160,773,871</u>	<u>164,892,749</u>

Net Investment In Capital Assets

Capital Assets (Net of Depreciation)	121,068,836	118,530,466
Short-Term Portion of Debt	(2,563,592)	(2,176,624)
Long-Term Portion of Bond Payable	(27,738,000)	(43,553,000)
Long-Term Portion of Capital Leases	(312,647)	(312,647)
Long-Term Portion of GEFA Loan Payable	<u>(5,843,038)</u>	<u>(7,820,996)</u>
	<u>84,611,559</u>	<u>64,667,199</u>

Restricted For Debt Service

Bond Sinking Fund	624,795	1,855,280
Trustee Held Service Reserves	<u>11,122</u>	<u>15,606,238</u>
	<u>635,917</u>	<u>17,461,518</u>

Restricted For Capital Projects

R&R, Capital and Expansion Reserves	33,176,231	35,028,043
Capital Improvement Fees	8,565,720	8,480,661
SPLOST	<u>7,487,976</u>	<u>3,221,537</u>
	<u>49,229,927</u>	<u>46,730,241</u>

Restricted Customer Deposits

<u>2,588,435</u>	<u>2,684,168</u>
------------------	------------------

Unrestricted

Total Assets	207,642,704	228,897,929
Less: Total Liabilities	(46,868,833)	(64,005,180)
Less: Total Restricted	<u>(137,065,838)</u>	<u>(131,543,126)</u>
	<u>23,708,033</u>	<u>33,349,623</u>

Brunswick-Glynn JWSC
Combined Revenue Statement
Summary Revenue
For the Five Months Ended November 30, 2021

	2021 Actual	(Nov 2020) 2020 YTD	2021-22 Budget Amended	YTD Budget	YTD Actual	Purch. Orders	Total	Over/Under Budget YTD	YTD %
Sewer Revenues	13,472,399	5,866,687	14,125,000	5,885,417	6,162,693	0	6,162,693	277,276	106
Water Revenues	6,336,864	2,854,390	6,400,000	2,666,667	2,884,917	0	2,884,917	218,251	110
Debt Charges	4,391,841	1,827,890	4,370,000	1,820,833	1,852,871	0	1,852,871	32,037	102
Administrative Fees	6,353,456	2,641,070	6,300,000	2,625,000	2,673,929	0	2,673,929	48,929	102
Planning & Construction Fees	23,974	7,723	35,000	14,583	9,975	0	9,975	(4,608)	65
Interest Income	4,759	204,850	300,000	125,000	170,960	0	170,960	45,960	112
Other Income	2,639,659	876,461	1,770,000	737,500	978,012	0	978,012	240,512	112
OPERATING REVENUES	33,222,951	14,279,070	33,300,000	13,875,000	14,733,356	0	14,733,356	858,356	105
Governing Body Expenses	174,698	81,479	299,150	124,646	60,376	0	60,376	64,270	48
Personnel Expenses	10,970,626	4,089,596	11,725,050	4,885,438	4,174,153	0	4,174,153	711,285	84
Operating Expenses	8,949,263	3,156,949	9,942,870	4,142,863	3,838,927	937,692	4,776,618	(633,755)	121
Capital Costs	495,744	93,755	696,000	290,000	203,650	367,113	570,762	(280,762)	246
OPERATING EXPENSES	20,590,331	7,421,779	22,663,070	9,442,946	8,277,105	1,304,804	9,581,909	(138,963)	105
Net Operating Revenue	12,632,621	6,857,290	10,636,930	4,432,054	6,456,251	(1,304,804)	5,151,447	719,393	
Bad Debt Expense	103,098	(125,235)	280,000	116,667	34,138	0	34,138	82,528	
Interest Expense	940,356	391,857	880,630	366,929	439,603	0	439,603	(72,674)	
Debt Principal	2,035,667	846,250	2,087,000	869,583	869,583	0	869,583	0	
Reserve Transfers	7,110,000	2,962,500	7,389,300	3,078,875	3,078,875	0	3,078,875	0	
Net Revenue (Loss) Before Capital Fees And SPLOST	2,443,500	2,781,918	0	(0)	2,034,051	(1,304,804)	729,247	729,247	
Capital Improvement Fees	1,962,860	513,860	0	0	537,880	0	537,880	(537,880)	
Capital Fees and Grants	1,962,860	513,860	0	0	537,880	0	537,880	(537,880)	
Net Revenues	4,406,360	3,295,778	0	(0)	2,571,931	(1,304,804)	1,267,127	1,267,127	

Brunswick-Glynn JWSC
Combined Revenue Statement
Expenses By Division
For the Five Months Ended November 30, 2021

	2021 Actual	(Nov 2020) 2020 YTD	2021-22 Budget Amended	YTD Budget	YTD Actual	Purch. Orders	Total	Over/Under Budget YTD	YTD %
Sewer Revenues	13,472,399	5,866,687	14,125,000	5,885,417	6,162,693	0	6,162,693	277,276	106
Water Revenues	6,336,864	2,854,390	6,400,000	2,666,667	2,884,917	0	2,884,917	218,251	110
Debt Charges	4,391,841	1,827,890	4,370,000	1,820,833	1,852,871	0	1,852,871	32,037	102
Administrative Fees	6,353,456	2,641,070	6,300,000	2,625,000	2,673,929	0	2,673,929	48,929	102
Planning & Construction Fees	23,974	7,723	35,000	14,583	9,975	0	9,975	(4,608)	65
Interest Income	4,759	204,850	300,000	125,000	170,960	0	170,960	45,960	112
Other Income	2,639,659	876,461	1,770,000	737,500	978,012	0	978,012	240,512	122
OPERATING REVENUES	33,222,951	14,279,070	33,300,000	13,875,000	14,733,356	0	14,733,356	858,356	105
Governing Body	174,698	81,479	299,150	124,646	60,376	0	60,376	64,270	48
Office of the Director	829,139	302,704	848,420	353,508	265,787	27,994	293,781	59,727	83
Administration	1,591,717	603,534	1,613,200	672,167	628,538	20,629	649,167	23,000	97
Finance	2,944,244	1,057,505	3,383,600	1,409,833	1,208,776	529	1,209,305	200,528	86
Planning and Construction	1,218,327	441,985	1,398,250	582,604	483,996	6,611	490,607	91,997	84
Purchasing	831,000	305,326	897,650	374,021	324,742	99,419	424,161	(50,140)	113
Systems Pumping and Maintenance	5,158,769	1,720,467	5,849,800	2,437,417	1,926,124	394,581	2,320,705	116,712	95
Wastewater Treatment	4,569,359	1,667,899	4,801,900	2,000,792	1,997,148	412,940	2,410,088	(409,296)	120
Industrial Pretreatment	29,254	14,885	23,600	9,833	6,488	13,205	19,693	(9,860)	200
Water Production	1,238,055	538,133	1,291,500	538,125	523,454	185,000	708,454	(170,329)	132
Water Distribution	1,657,519	562,774	1,913,800	797,417	691,127	143,897	835,023	(37,607)	105
Property and Casualty Insurance	348,249	125,089	342,200	142,583	160,549	0	160,549	(17,966)	115
OPERATING EXPENSES	20,590,331	7,421,779	22,663,070	9,442,946	8,277,105	1,304,804	9,581,909	(138,963)	105.00
Net Operating Revenue	12,632,621	6,857,290	10,636,930	4,432,054	6,456,251	(1,304,804)	5,151,447	719,393	
Bad Debt Expense	103,098	(125,235)	280,000	116,667	34,138	0	34,138	82,528	
Interest Expense	940,356	391,857	880,630	366,929	439,603	0	439,603	(72,674)	
Debt Principal	2,035,667	846,250	2,087,000	869,583	869,583	0	869,583	0	
Reserve Transfers	7,110,000	2,962,500	7,389,300	3,078,875	3,078,875	0	3,078,875	0	
Net Revenue (Loss) Before Capital Fees And SPLOST	2,443,500	2,781,918	0	(0)	2,034,051	(1,304,804)	729,247	729,247	
Capital Improvement Fees	1,962,860	513,860	0	0	537,880	0	537,880	(537,880)	
Capital Fees and Grants	1,962,860	513,860	0	0	537,880	0	537,880	(537,880)	
Net Revenues	4,406,360	3,295,778	0	(0)	2,571,931	(1,304,804)	1,267,127	1,267,127	

Brunswick-Glynn Joint Water and Sewer Commission
Supplemental Schedule of Cash Balances

		11/30/21 Balance	Distribution of Funds			
			Trust Overnight Cash	Investment Accounts	Held By Trustee	Cash
Operating and Debt Service Cash Accounts						
Cash and Cash Equivalents						
Revenue Deposit Account	Cash account with BB&T earning daily market interest. All JWSC cash receipts are deposited to this account and then transferred.	4,862,026	4,862,026			
General Checking Account		91,404	91,404			
Payroll Checking Account		11,340	11,340			
Group Insurance - UHC		23,608	23,608			
Change and Petty Cash Accounts		4,000				4,000
		4,992,378	4,988,378	0	0	4,000
Bond Sinking Fund	Funds held by US Bank for payment of next interest and/or principal to bondholders of the JWSC 2017 Revenue Bonds. Monthly deposits are made to this account by the JWSC. Interest is earned.	1,855,280			1,855,280	
Elective Reserves Established by the JWSC Commission						
Operating Reserve	Reserve established by the JWSC at the issuance of the 2010C Revenue Bonds. Originally targeted at 6 months of operating expenses, subsequently reduced to 4 months.	8,850,733	153,909	8,696,824		
Capital Reserve	Reserve established by the JWSC at the issuance of the 2010C Revenue Bonds. Funded in the amount of \$300,000 per year. Originally intended to be used to offset future borrowings.	3,527,384	376,236	3,151,148		
Repair and Replacement Reserve	Reserve established by the JWSC at the issuance of the 2010C Revenue Bonds. Funded in the amount of \$6.810M for FYE 2021. Utilized for the completion of infrastructure projects.	21,730,071	1,978,139	19,751,932		
Group Insurance Reserve	This reserve was originally established for expansion of the system. It has been redesignated for funding of the self-insured health benefits.	919,856	119,817	800,039		
		35,028,043	2,628,101	32,399,942	0	0

PROJECT COST SUMMARY

Project #	Project Name		Budget	Costs To 6/30/21	Fiscal Year 6/30/22		Total 6/30/2022	To Complete
					Expenditures	Encumbrance		
CW & DW	GEFA LOAN REPAYMENTS	R&R	720,000.00	12,372.08	20,943.60	0.00	33,315.68	686,684.32
702	NORTH MAINLAND SEWER BASIN REROUTE (Phases I, II, & III)	SPLOST	11,700,000.00	7,372,005.43	3,139,127.26	1,188,867.31	11,700,000.00	0.00
702	NORTH MAINLAND SEWER BASIN REROUTE (Phases I, II, & III)	CIF	3,200,000.00	0.00		2,045,439.54	2,045,439.54	1,154,560.46
703	PS 4003 DECOMMISSION AND GRAVITY SEWER	SPLOST	3,300,000.00	2,060,051.69	190,506.50	52,819.81	2,303,378.00	996,622.00
704	CANAL ROAD TO GLYNCO 12" WATERMAIN LOOP	CIF	1,200,000.00	208,266.10	116,765.03	221,710.77	546,741.90	653,258.10
801	FEMA MITIGATION (GEMA Rept/Sub Agreement)	R&R	3,188,000.00	227,469.54	5,960.00	335,307.00	568,736.54	2,619,263.46
804	MAGNOLIA WATER IMPROVEMENT	R&R	1,700,000.00	1,288,267.64	404,965.63	235,077.73	1,928,311.00	(228,311.00)
906	2019 WATER POLLUTION CONTROL FAC REHAB -AC & DC	GEFA LOAN	15,000,000.00	2,836,158.05	3,272,678.61	3,858,114.31	9,966,950.97	5,033,049.03
906	2019 WATER POLLUTION CONTROL FAC REHAB -AC & DC	SPLOST	1,641,306.30	1,156,116.61	79,462.00	405,727.69	1,641,306.30	0.00
2001	PS 4105 BASIN EXPANSION	R&R	1,000,000.00	43,850.00	122,364.76	833,785.24	1,000,000.00	0.00
2001	PS 4105 BASIN EXPANSION	CIF	485,000.00	0.00		5,133.69	5,133.69	479,866.31
2003	SEA PALMS CIPP	SPLOST	561,795.00	233,594.50	73,596.90	236,101.30	543,292.70	18,502.30
2007	BERGEN WOODS OFFSITE FORCEMAIN IMPROVEMENTS	CIF	300,000.00	0.00	193,665.00	88,486.00	282,151.00	17,849.00
2009	SEA PALMS EAST WATER LINE REHAB	SPLOST	178,595.00	6,535.47	23,294.12	7,873.83	37,703.42	140,891.58
2011	LS SCADA UPGRADES	R&R	2,000,000.00	1,255,029.17	1,061,126.61	312,823.59	2,628,979.37	(628,979.37)
2014	PS 2002 FM REPLACEMNT	R&R	500,000.00	8,070.00	5,960.00	132,891.30	146,921.30	353,078.70
2015	BAY STREET WATER IMPROVEMENTS	R&R	400,000.00	0.00			0.00	400,000.00
2016	ARCO WATER & SEWER EXPANSION ENGINEERING	CIF	300,000.00	254,465.00	4,854.00	129,021.00	388,340.00	(88,340.00)
2017	LS 2023 REHAB	R&R	275,000.00	0.00			0.00	275,000.00
2018	METER REPLACEMENTS - PILOT PROJECT	R&R	250,000.00	111,047.13		5,249.50	116,296.63	133,703.37
2020	COMMUNITY RD AREA SEWER EXPANSION ENGINEERING	CIF	250,000.00	170,924.00	18,347.00	91,645.00	280,916.00	(30,916.00)
2021	GALVANIZED REPLACEMENTS	R&R	500,000.00	92,313.02	55,745.30	6,562.50	154,620.82	345,379.18
2023	SSI PRV	R&R	150,000.00	0.00			0.00	150,000.00
2024	MASTER PLAN UPDATE	R&R	247,500.00	244,670.00		2,830.00	247,500.00	0.00
2025	NM WATER PRV	R&R	100,000.00	0.00			0.00	100,000.00
2027	PUBLIC SAFETY COMPLEX/PS4116 (Reimbursed by County)	R&R	498,499.00	19,350.00	340,699.00	138,450.00	498,499.00	0.00
2028	METER REPLACEMENTS - PROJECT YEARS 1 & 2	GEFA LOAN	7,500,000.00	3,597,211.62	336,387.70	3,169,797.15	7,103,396.47	396,603.53
2101	ARCO WATER & SEWER EXPANSION	CAPITAL	3,500,000.00	0.00		0.00	0.00	3,500,000.00
2102	CANAL ROAD WPF	R&R	1,850,000.00	0.00		0.00	0.00	1,850,000.00
2103	NORTH MAINLAND WATER LOOPS	R&R	1,250,000.00	0.00		214,000.00	214,000.00	1,036,000.00
2104	PS 4002 REHAB	R&R	650,000.00	0.00		0.00	0.00	650,000.00
2105	PS 4044 REHAB	R&R	550,000.00	0.00		71,750.00	71,750.00	478,250.00
2106	DUNBAR CREEK ENGINEERING	R&R	450,000.00	0.00		0.00	0.00	450,000.00
2107	PRIORITY BASIN CLEAN/CCTB	R&R	425,000.00	0.00	23,396.58	248,853.57	272,250.15	152,749.85
2108	PS 4001 REHAB	R&R	400,000.00	0.00		0.00	0.00	400,000.00
2109	HWY 17 NORTH PUMP STATION	CIF	400,000.00	0.00		2,400.00	2,400.00	397,600.00
2110	PS 3101 REHAB	R&R	375,000.00	0.00		0.00	0.00	375,000.00
			66,995,695.30	21,197,767.05	9,489,845.60	14,040,717.83	44,728,330.48	22,267,364.82
					30,687,612.65			36,308,082.65
							GEFA	(12,457,564.02)
								23,850,518.63
Capitalized Projects			0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00

RESTRICTED BALANCES (Cash plus investments)

	Balance 6/30/21	Current Fiscal Year		Computed Cash Balance	To Complete/ Encumbrances	Available Balance
		Deposits	Expenditures			
CAPITAL RESERVE	3,301,128	125,000	0	3,552,866	3,500,000	52,866
Interest income and gains	117,217	\$ 9,521.32				
REPAIR AND REPLACEMENT RESERVE	19,296,241	2,953,875	(2,041,161)	20,744,992	12,135,398.94	8,609,593
Interest income and gains	485,630	50,407				
CAPITAL IMPROVEMENT FUND RESERVES	8,350,390	523,380	(333,631)	8,687,044	5,167,714	3,519,330
Interest income and gains	125,442	21,463				
SPLOST	6,606,903	0	(3,505,987)	3,103,459	3,047,406	56,053
Interest income	2,543	0				
	38,285,494	3,683,646	(5,880,779)	36,088,361	23,850,519	12,237,842
						36,308,083
GEFA Project expenses (Fac Rehab & Meters)	6,433,370	0	(3,609,066) (9,489,846)	0	12,457,564.02	