



Brunswick-Glynn Joint Water and Sewer Commission
1703 Gloucester Street, Brunswick GA 31520
Thursday, March 17, 2022 at 2:00 pm
Commission Meeting Room

COMMISSION MEETING AGENDA

Call to Order

Invocation

Pledge

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.

COMMITTEE UPDATES

Facilities Committee – Chairman Turnipseed

Finance Committee – Commissioner Duncan

APPROVAL

1. **Liability and Property Insurance Renewal** – F. McGinty, McGinty Gordon Associates
[REPORT](#)
2. **Minutes from February 17, 2022 Regular Meeting** (*subject to any necessary changes*)
[REPORT](#)
3. **Declaration of WPD-100 as Surplus Vehicle** – A. Burroughs [REPORT](#)
4. **Appointment of Auditor for FY2022 Audit** – L. Roberts [REPORT](#)
5. **Dedication of Private Infrastructure w/ Easements - Glynn County Animal Control** –
T. Kline [REPORT](#)
6. **Community Road Sewer Project - Engineering Proposal** – T. Kline [REPORT](#)
7. **Capital Improvement Fee – Connection Assistance Policy** – A. Burroughs [REPORT](#)

EXECUTIVE DIRECTOR'S UPDATE

COMMISSIONERS' DISCUSSION

CHAIRMAN'S UPDATE

EXECUTIVE SESSION - Property

MEETING ADJOURNED

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



**Brunswick-Glynn Joint Water and Sewer Commission
1703 Gloucester Street, Brunswick, GA 31520
Thursday, March 17, 2022 at 2:00 PM**

COMMISSION MINUTES

PRESENT:

**G. Ben Turnipseed, Chairman
Bob Duncan, Vice-Chairman
Charles Cook, Commissioner
Wayne Neal, Commissioner
Tripp Stephens, Commissioner
Kendra Rolle, Commissioner**

ALSO PRESENT:

**Andrew Burroughs, Executive Director
LaDonnah Roberts, Deputy Executive Director
Todd Kline, Director of Engineering
Jacob Kitchen, HBS Legal Counsel
Janice Meridith, Executive Commission Administrator
Fred McGinty, McGinty Gordon & Associates**

ABSENT:

Chad Strickland, Commissioner

Chairman Turnipseed called the meeting to order at 2:00 PM.

Commissioner Neal provided the invocation and Commissioner Cook led the Pledge of Allegiance.

PUBLIC COMMENT PERIOD

Chairman Turnipseed opened the public comment period.

There being no citizens for public comment, Chairman Turnipseed closed the public comment period.

COMMITTEE UPDATES

Facilities Committee – Chairman Turnipseed

Chairman Turnipseed reported that the Facilities Committee had met the previous day at 1:00 p.m. The committee approved the dedication of water infrastructure and easement at the new Glynn County Animal Control facility. The committee thoroughly discussed a proposed amendment to the Community Road Water & Sewer Engineering Services Contract and tabled that item. The chairman noted that the Water and Pollution Control Facilities were doing very well and all within permit. The Capital Projects Report contained excellent photos of various projects.

Finance Committee – Commissioner Duncan

Committee Chairman Duncan reported that the Finance Committee meeting was held on the previous day at 3:00 p.m. The committee approved the Liability and Property Insurance Coverage Renewal to be

forwarded to the full Commission. The Connection Assistance Policy was discussed and is looked at as a way to facilitate connecting to the System. The committee looked at capital costs, interest rates, terms of loans, and then voted to defer this item until the April 2022 meeting. Also discussed was the need to consider adjusting rates and how to adjust them as rising costs consume us. Committee Chairman Duncan closed his update by noting that the revenues are above and the expenses are below budget for the current fiscal year.

Chairman Turnipseed requested a motion to amend the agenda and remove items #6 and #7.
Commissioner Stephens made a motion seconded by Commissioner Duncan to amend the agenda.
Motion carried 6-0-1. (Commissioner Strickland was absent from the meeting.)

APPROVAL

1. Liability and Property Insurance Renewal – F. McGinty, McGinty Gordon & Associates
Mr. McGinty presented the approval request for the renewal of the Liability and Property Insurance. Coverage categories included are: Liability, Crime, Cyber Liability, Property, and Equipment Floater. McGinty Gordon conducted a review of the insured values, policy coverages, deductibles and claims processed to make any changes that would be more advantageous from either a risk or cost perspective for each coverage category. No recommendations for changes in coverage have been made as a result of this year's review. Mr. McGinty provided a detailed listing of all proposed premiums, carriers, limits, and deductibles for the Commissioners' review. The summary table provided compared premium increases by coverage type in both dollars and percentages revealed that the largest increase for this next year is in Cyber Liability at a 54.2% increase, with the average increase of all categories at 14.8%. During the next year, JWSC plans to review its risk profile and possibly consider taking on more risk to attempt a savings, in addition to considering a new appraisal of facilities.

Commissioner Duncan made a motion seconded by Commissioner Stephens to move that the Brunswick-Glynn Joint Water and Sewer Commission approve insurance renewal rates for each coverage category and insurer as listed in the attached memo provided by staff. Motion carried 6-0-1. (Commissioner Strickland was absent from the meeting.)

2. Minutes from the February 17, 2022 Regular Commission Meeting

Commissioner Stephens made a motion seconded by Commissioner Neal to approve the minutes from the February 17, 2022 Regular Commission Meeting. Motion carried 6-0-1. (Commissioner Strickland was absent from the meeting.)

3. Declaration of WPD-100 as Surplus Vehicle – A. Burroughs

Mr. Burroughs provided that JWSC staff has determined that WPD-100, a 2005 Ford Explorer, is no longer of use to the mission of the JWSC. This vehicle has transmission issues and approximately 160,000 miles on it. As per the FY2022 budget, a new vehicle has replaced this 2005 Ford Explorer. The director or Procurement will dispose of this property in a manner most beneficial to the JWSC, typically by placing for sale on GovDeals website. Commissioner Duncan commented that this item was approved by the Finance Committee, and then he made a motion.

Commissioner Duncan made a motion seconded by Commissioner Neal to move that the Brunswick-Glynn Joint Water and Sewer Commission approve the above listed item as surplus to be disposed of in a manner most beneficial to the JWSC. Motion carried 6-0-1. (Commissioner Strickland was absent from the meeting.)

4. Appointment of Auditor for FY2022 Audit – A. Burroughs

Mr. Burroughs recalled that the JWSC issued a request for proposal for Auditing Services and the firm of Mauldin & Jenkins was selected for the initial year ended June 30, 2021 with two option years. The fiscal year ending June 30, 2023 is the final option year. The audit cost of \$19,900.00 is consistent for each of

the three years (2021, 2022, and 2023). Commissioner Duncan commented that this item was approved by the Finance Committee, and then he made a motion.

Commissioner Duncan made a motion seconded by Commissioner Cook to move that the JWSC engage the accounting firm of Mauldin & Jenkins to perform the financial audit of the Brunswick-Glynn Joint Water and Sewer Commission for the fiscal year ending June 30, 2022 at a cost of nineteen thousand nine hundred (\$19,900.00) dollars. Motion carried 6-0-1. (Commissioner Strickland was absent from the meeting.)

5. Dedication of Private Infrastructure w/ Easements – Glynn County Animal Control Facility – T. Kline

Mr. Kline advised that the Glynn County Board of Commissioners wish to convey the water system and water utility easement located at the new Animal Control facility to the JWSC for public ownership. All requirements of the JWSC Standards for Water & Sewer Design and Construction and Development Procedures have been met, and all related documents submitted.

Commissioner Stephens made a motion seconded by Commissioner Duncan to move that the Brunswick-Glynn Joint Water and Sewer Commission approve the described infrastructure and easements for public ownership. Motion carried 6-0-1. (Commissioner Strickland was absent from the meeting.)

EXECUTIVE DIRECTOR'S UPDATE

Mr. Burroughs thanked the Budget Team for all of their hard work in preparing the FY2023 Budget. The Budget will be brought forward to the Commission for approval in April. He also noted his appreciation to the Commissioners.

COMMISSIONERS DISCUSSION

There was no further discussion.

CHAIRMAN'S UPDATE

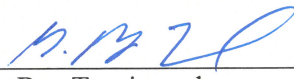
Chairman Turnipseed commented that Academy Creek has a lot of work going on and new equipment is functioning well. Staff will look at improvements within the process. Dunbar Creek Rehab Project is currently at 30% design completion. The Chairman thanked Mr. Burroughs and Mr. Kline for all of their work in getting projects completed.

EXECUTIVE SESSION

There was no Executive Session

Commissioner Stephens made a motion seconded by Commissioner Duncan to adjourn the meeting. Motion carried 6-0-1. (Commissioner Strickland was absent from the meeting.)

There being no additional business to bring before the Commission, Chairman Turnipseed adjourned the meeting at 2:25 p.m.



G. Ben Turnipseed,
Commission Chairman

Attest:



Janice Meridith,
Executive Commission Administrator



Brunswick-Glynn

Joint Water and Sewer Commission

Memorandum

To: JWSC Commission
From: Andrew Burroughs, Executive Director / Fred McGinty, McGinty-Gordon & Associates
Date: March 17, 2022
Re: Approval - Liability, Crime, Cyber Liability, Property and Equipment Floater Insurance Plan Renewal

Background

JWSC's annual renewal date for liability and property insurance is March 15th. McGinty-Gordon & Associates provides brokerage services for the various liability and property coverage categories.

Staff Report

A review of the insured values, policy coverages, deductibles and claims processed has been conducted to make any changes that would be more advantageous from either a risk or cost perspective for each coverage category. No recommendations for changes in coverage have been made as a result of this year's review.

McGinty-Gordon & Associates, has conducted the proposal process and received premium quotes for all coverage categories. Approximately (30) different insurers were invited to participate in the property quote process. After successful negotiations, the current insurers offered the best rates so no changes in the insurers for the different coverages will be needed.

A detailed listing of all proposed premiums, carriers, limits, and deductibles is attached for your review. A summary table that compares premium increases by coverage type in both dollars and percent is listed below:

Coverage Type	Insurer	2021-2022 Premium	2022-2023 Premium	Increase over 2021-2022 Dollars	Increase over 2021-2022 Percentage
Liability Package	Traveler's	\$ 97,631	\$ 106,863	\$ 9,232	9.5%
Crime	Hanover	\$ 4,027	\$ 4,228	\$ 201	5%
Cyber Liability	BCS	\$ 6,878	\$ 10,606	\$ 3,728	54.2%
Property	Ace American	\$ 261,030	\$ 303,780	\$ 42,750	16.4%
Equipment Floater	Traveler's	\$ 13,447	\$ 14,213	\$ 766	5.7%
	Grand Total	\$ 383,013	\$ 439,690	\$ 56,677	14.8%

Cyber Liability pricing is up 54% from last year with an increase of \$3,728.00 to the premium. This is in line with what is happening in cyber liability insurance particularly for public sector entities with increases from 40% to 100%. This is driven by skyrocketing frequency and severity in loss experience driven primarily by ransomware events. A number of insurers have pulled out completely for public sector accounts. Last year, JWSC added Cyber Terrorism and Cyber Concierge coverage to provide pre-breach and post-breach support to the existing Cyber Deception/Social Engineering coverage in the event that a cyber-attack occurs.

Property insurance pricing in general has been increasing over the past (18) months due to adverse results industry wide over the past several years due to increased storm and fire losses for property insurers and increasing claim costs for liability insurers.

For property renewals, increases of 15% to 50% for larger coastal property accounts have unfortunately been the norm for the past several months. The JWSC's property premium increase of 16.4% is on the low end of the range of property premiums that have been seen this year. The increase in premium equals \$42,750.00

The Liability premium which includes General Liability, Automobile, Physical Damage, Public Officials Liability, and Employment Practices Liability rose 9.5%. This increase in premium is \$9,232.00

The Crime coverage premium saw both the smallest percentage and dollar increase at 5% and \$201.00, respectively.

The Equipment Floater increase saw an increase of 5.7%. which equaled a dollar increase of \$766.00.

Recommended Action

Staff recommends that JWSC move forward with coverage for each type by insurer as listed in the table above. The renewal information was presented and approved by the JWSC Finance Committee at the meeting held on Wednesday, March 16, 2022.

Recommended Motion

"I make a motion that the Brunswick-Glynn Joint Water and Sewer Commission approve insurance renewal rates for each coverage category and insurer as listed in the attached memo provided by staff."

Enclosures

Summary Document – All coverages
Cyber Liability Comparison

Brunswick-Glynn County Water Sewer Commission
Travelers 2022-23 Premium Summary

COVERAGE Effective 3/15/2022	2021-22 Expiring	2022-23 PROPOSED	PROPOSED CARRIER	EXPIRING LIMITS	PROPOSED LIMITS		EXPIRING DEDUCTIBLE	RENEWAL DEDUCTIBLE	
General Liability (Occurrence)	\$19,025	\$21,396	Travlers (A+-XV)	\$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000	Annual Aggregate	None	None	
				\$1,000,000	\$1,000,000	Each Occurrence	None	None	
				\$1,000,000	\$1,000,000	Personal & Adv. Injury	None	None	
				No Coverage	No Coverage	Medical Payments	None	None	
				\$500,000	\$500,000	Fire Damage	None	None	
	Failure to Supply	Included	Included	Travlers (A+-XV)	\$1,000,000	\$1,000,000	Failure to Supply	None	None
	Sewage Back-UP Limit	Included	Included		\$1,000,000	\$1,000,000	Failure to Supply	None	None
	Employee Benefits Liability (Claims-Made - 3/15/20)	\$381	\$381		\$1,000,000	\$1,000,000	Each Occurrence	\$1,000	\$1,000
					\$3,000,000	\$3,000,000	Aggregate		
	Terrorism	Included	Included						
Automobile	\$44,683	\$47,316	Travlers (A+-XV)	\$1,000,000	\$1,000,000	Liability Limit	None	None	
Uninsured Motorist	Included	Included	Travlers (A+-XV)	\$75,000	\$75,000	Uninsured Motorist	None	None	
Medical Payments	Included	Included		\$1,000	\$1,000		None	None	
Physical Damage	\$14,428	\$16,507		ACV	ACV	Comp/Coll	\$1,000	\$1,000	
Hired Physical Damage	Included	Included		\$50,000	\$50,000	Comp/Coll	\$1,000	\$1,000	
Public Officials Liability (Claims-Made)	\$3,069	\$3,069	Travlers (A+-XV)	\$1,000,000	\$1,000,000	Each Occurrence	\$5,000	\$5,000	
Retro Date: 03/15/1996				\$2,000,000	\$2,000,000	Annual Aggregate			
Employment Practices Liability	\$10,244	\$11,993		\$1,000,000 / 2,000,000	\$1,000,000 / 2,000,000	Occurrence/Aggregate	\$5,000	\$5,000	
Umbrella	\$5,801	\$6,201	Travlers (A+-XV)	\$1,000,000	\$1,000,000	Per Occurrence / Aggregate	\$10,000	\$10,000	
Terrorism	Included	Included							
Policy and Engineering Fees	None	None							
Liability Package Total Premium	\$97,631	\$106,863							
% change		109.5%							
Crime	\$4,027	\$4,228	Hanover (A+XV)	\$1,000,000	\$1,000,000	Per Occurrence / Aggregate	\$5,000	\$5,000	
% change		105.0%							
Cyber Liability	\$5,965	\$9,321	BCS Insurance Company	\$1,000,000	\$1,000,000	Per Occurrence / Aggregate	\$10,000	\$10,000	
Optional Cyber Deception/Social Engineering	\$597	\$932	BCS Insurance Company	\$250,000	\$250,000		\$10,000	\$10,000	
Cyber Terrorism (if elected - 1% of total premium)	\$66	\$103							
Cyber Concierge Fee	\$250	\$250							
Cyber Total	\$6,878	\$10,606							
% change		154.2%							
Property (Current Insurer)	\$261,030	\$303,780	Ace American Ins Company	\$10,000,000	\$10,000,000	Per Occurrence	\$25,000	\$25,000	
% change		116.4%		\$10,000,000	\$10,000,000	Earthquake Per Occurrence	\$100,000	\$100,000	
				5,000,000.00	5,000,000.00	Flood Zones A&V Annual Aggregate	\$1,000,000	\$1,000,000	
				\$10,000,000	\$10,000,000	Named Windstorm Annual Aggregate	2% \$100,000 min	2% \$100,000 min	
Equipment Floater	13,447	14,213	Travelers	\$2,095,883	\$2,095,883	Per Scheduled Equipment	\$5,000	\$5,000	
% change		105.7%							
			Difference	% change					
Grand Total	\$383,013	\$439,690	\$56,677	114.8%					

This sheet is designed as a summary of insurance for presentation purposes only. Actual terms and conditions are outlined in the policies and carrier proposals which are attached.
Terms and conditions listed in the policies and proposals supercede the summaries list in this sheet. See additional conditions listed in the attached cover letter.



BCS Insurance Company
2 Mid America Plaza, Suite 200
Oakbrook Terrace, IL 60181
(312) 803-7384

(A stock insurance company, herein the "Company")

Policy No. RPS-Q-1025004M/1

Renewal of: RPS-P-0909321M

Cyber and Privacy Liability Insurance Policy

94.111 GA (07/19)

NOTICE: THE POLICY CONTAINS ONE OR MORE COVERAGES. CERTAIN COVERAGES ARE LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND NOTIFIED TO US DURING THE POLICY PERIOD AS REQUIRED. CLAIMS EXPENSES SHALL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION (S). PLEASE READ THIS POLICY CAREFULLY.

POLICY DECLARATIONS – GEORGIA

ITEM 1.	NAMED INSURED	Brunswick-Glynn County Joint Water & Sewer Commission
	ADDRESS	700 Gloucester St , Brunswick, Georgia, 31520-7044
ITEM 2.	POLICY PERIOD	12 months
ITEM 3.	POLICY LIMITS OF LIABILITY AND COVERAGES PURCHASED	I. Aggregate Limit of Liability: \$1,000,000 (Aggregate for Each and Every Claim or Event including Claims Expenses)
		II. Sublimit of Liability for Individual Coverage(s) Purchased: \$1,000,000 "Nil" or "N/A" Sublimit of Liability for any coverage indicates that the coverage was not purchased

COVERAGE	PER CLAIM SUBLIMIT OF LIABILITY INCLUDES CLAIM EXPENSES	AGGREGATE SUBLIMIT OF LIABILITY
A. Privacy Liability (including Employee Privacy)	\$1,000,000	\$1,000,000
B. Privacy Regulatory Claims Coverage	\$1,000,000	\$1,000,000
C. Security Breach Response Coverage	\$1,000,000	None
D. Security Liability	\$1,000,000	\$1,000,000
E. Multimedia Liability	\$1,000,000	\$1,000,000
F. Cyber Extortion	\$1,000,000	None
G. Business Income and Digital Asset Restoration		
1. Business Income Loss	\$1,000,000	N/A



BCS Insurance Company
2 Mid America Plaza, Suite 200
Oakbrook Terrace, IL 60181
(312) 803-7384

2. Restoration Costs	\$1,000,000	N/A
3. Reputation Business Income Loss	\$1,000,000	N/A
4. Systems Integrity Restoration Loss *	\$250,000	N/A
H. PCI DSS Assessment	\$1,000,000	\$1,000,000
I. Electronic Fraud		
1. Phishing Loss	\$50,000	None
2. Services Fraud Loss	\$100,000	None
3. Reward Fund Loss	\$50,000	None
4. Personal Financial Loss	\$250,000	None
5. Corporate Identify Theft Loss	\$250,000	None
6. Telephone Hacking Loss	\$100,000	None
7. Direct Financial Loss (Funds Transfer Fraud)	\$100,000	None
8. Cyber Deception**	\$250,000	\$250,000

* e.g. bricking

** e.g. social engineering

III. Supplemental Limits

COVERAGE	SUBLIMIT OF LIABILITY
A. Court Attendance Costs	\$100,000
B. Bodily Injury / Property Damage Liability	\$250,000
C. TCPA	\$100,000
D. HIPAA Corrective Action Plan Costs	\$50,000
E. Post Breach Response	\$25,000
F. Independent Consultant	\$25,000
G. Outsourced Provider	\$250,000
H. Computer System	\$250,000

ITEM 4. RETENTION (including Claims Expenses):

COVERAGE	EACH CLAIM OR EVENT	AGGREGATE
A. Privacy Liability (including Employee Privacy)	\$10,000	\$10,000
B. Privacy Regulatory Claims Coverage	\$10,000	\$10,000
C. Security Breach Response Coverage	\$10,000	\$10,000
D. Security Liability	\$10,000	\$10,000



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E. Multimedia Liability	\$10,000	\$10,000
F. Cyber Extortion	\$10,000	\$10,000
G. Business Income and Digital Asset Restoration	\$10,000	\$10,000
H. PCI DSS Assessment	\$10,000	\$10,000
I. Electronic Fraud		
1. Phishing Loss	\$10,000	\$10,000
2. Services Fraud Loss	\$10,000	\$10,000
3. Reward Fund Loss	\$10,000	\$10,000
4. Personal Financial Loss	\$10,000	\$10,000
5. Corporate Identify Theft Loss	\$10,000	\$10,000
6. Telephone Hacking Loss	\$10,000	\$10,000
7. Direct Financial Loss (Funds Transfer Fraud)	\$10,000	\$10,000
8. Cyber Deception	\$10,000	None

ITEM 5.	PREMIUM	\$9,321.00
	CYBER DECEPTION PREMIUM:	\$932.00 (IF ELECTED)
	TRIA PREMIUM:	\$103.00 (IF ELECTED IS 1% OF THE TOTAL PREMIUM)
	TOTAL:	\$10,356.00

ITEM 6. TERRITORIAL LIMITS Worldwide

ITEM 7. RETROACTIVE DATE Full Prior Acts

ITEM 8. NOTICE OF CLAIM Call Baker Hostetler at the 24 Hour Security Breach Hotline: 1-855-217-5204
Or email RPSCyberClaims@bakerlaw.com
Or contact:
BakerHostetler
45 Rockefeller Plaza
New York, NY 10111
Attn: RPSCyberClaims

ITEM 9. SERVICE OF SUIT Risk Situated in California:
Eileen Ridley
FLWA Service Corp.
c/o Foley & Lardner LLP
555 California Street, Suite 1700, San Francisco, CA 94104-1520

Risks Situated in All Other States:



BCS Insurance Company
2 Mid America Plaza, Suite 200
Oakbrook Terrace, IL 60181
(312) 803-7384

Mendes & Mount
750 Seventh Avenue, New York, NY 10019

ITEM 10. CHOICE OF LAW

Georgia

ITEM 11. WAITING PERIOD:

10 hrs waiting period

**FORMS AND ENDORSEMENTS
EFFECTIVE AT INCEPTION**

94.200 (07/19) CYBER AND PRIVACY LIABILITY POLICY FORM
Cyber Deception Endorsement (If elected)
94.102 (01 15) Nuclear Incident Exclusion
94.103 (01 15) Radioactive Contamination Exclusion
94.801 GA (07/19) Georgia Amendatory Endorsement
94.552 GA (11/19) War and Terrorism Endorsement

QUOTE CREATION DATE

March 3, 2022




















QUOTE EXPIRATION DATE

May 2, 2022

Cyber Market Comparison

Coverages	BCS	Axis	Hiscox	CFC
Policy form version: Each policy version and year has specific terms and conditions that apply. It is important to understand which policy you will be purchasing.	94.200 (2019)	AXIS Pro® Privasure™ PVSR-101 (08-16)	Hiscox CYBERCLEAR Cyber Coverage Part CYBCL-CYB P0001A CW (10/19)	Cyber, Private Enterprise CFC-CY-0037 (11/19)
Admitted policy: Admitted insurance carriers comply with each state's regulations and must file their rates with the state. Nonadmitted carriers are not licensed with the state but are allowed to transact business in the state. They do not have to file their rates and have more flexibility in the type of insurance/insureds they protect. Insureds purchasing nonadmitted insurance are also subject to the state's surplus lines taxes and fees.	✓	✓	✓	✓
Full prior acts: A retroactive date eliminates coverage for wrongful acts or security events (i.e., an unknown hack or an unknown breach of a security system) that took place prior to the date specified on the policy. Full prior acts eliminate this concern.	✓	✓	✓	✓
Single retention applies for each event regardless of the number of coverages: Even if a retention is shown for each insuring agreement, only one retention (the largest) will apply in case multiple insuring agreements are triggered in a cyber event.	✓	✓	✓	✓
Zero dollar retention for breach/incident response counsel (BRC): If the insured elects to use the carrier's BRC for help in a covered event, no retention will apply. If no additional costs are incurred, the BRC's cost will be paid by the carrier without any out-of-pocket costs to the insured.	✓			✓
Media liability coverage includes paper and electronic content: Coverage for libel, slander, plagiarism, privacy or misappropriation of ideas, infringement of copyright, domain name, trade dress, title or slogan in the course of publishing, displaying, releasing, transmitting, or disclosing any content.	✓	Website media only.	Website and social media only. This represents a narrowing of coverage via the Digital Media Liability coverage part (automatically included).	✓

Coverages	BCS	Axis	Hiscox	CFC
<p>Cyber deception (social engineering) coverage available: Provides coverage in the event the insured transfers the insured's funds or the insured's property to a third party that is being impersonated by another (i.e., a hacker) in an attempt to defraud the insured.</p> <p>Note: Certain industry classes may be ineligible for social engineering/cyber deception.</p>	<p>✓</p> <p>\$100,000 or \$250,000 limits offered as options for purchase.</p>	<p>✓</p> <p>Automatically included \$100,000 sublimit. Does not cover property. Requires that the insured attempt to validate the request prior to sending funds.</p>	<p>✓</p> <p>\$100,000 sublimit offered as option for purchase as part of Cyber Crime coverage. Does not cover property.</p>	<p>✓</p> <p>Automatically include \$100,000 authorized push payment fraud for eligible classes of business (as part of Cyber Crime section—shared \$100,000 limit). \$250,000 limit option is available. Requires the insured has a funds transfer policy in place for Cyber Crime insuring clause to apply (requirement of employee training on the funds transfer policy, and the requirement to verify the validity of the request via contact information and a method that is different from the method the communication is received by).</p>
<p>Cyber deception (social engineering): Covers the loss of the insured's funds, as well as funds they hold on behalf of others.</p>	<p>✓</p>			<p>✓</p>
<p>Telecommunications fraud coverage included: Intentional misuse of the insured's telecommunication services (i.e., telephone, fax, data transmission services) by a third party that results in unauthorized charges and fees against the insured.</p>	<p>✓</p> <p>\$100,000 sublimit.</p>	<p>✓</p> <p>\$100,000 sublimit.</p>	<p>✓</p> <p>Included within utility fraud coverage. \$100,000 sublimit.</p>	<p>✓</p> <p>Automatically include \$100,000 Telephone Hacking for eligible classes of business (as part of Cyber Crime section—shared \$100,000 limit). \$250,000 limit option is available.</p>
<p>Full limits apply to payment card industry data security standard (PCI-DSS) assessment/merchant services liability: PCI-DSS is an information security standard for organizations that handle credit card transactions. Assessment coverage includes monetary fines and penalties, reimbursements, PFI fees/expenses, or fraud recoveries or assessments.</p>	<p>✓</p>	<p>✓</p> <p>Insured must validate PCI-DSS compliance not more than 12 months prior to the security event for coverage to apply.</p>	<p>✓</p>	<p>✓</p>
<p>Reputation business income/reputational harm loss included: Provides reimbursement for the loss of future customers and income due to a covered security breach event.</p>	<p>✓</p> <p>Full policy limits.</p>		<p>✓</p> <p>Full policy limits.</p>	<p>✓</p> <p>Full policy limits.</p>

Coverages	BCS	Axis	Hiscox	CFC
Coverage granted for dependent/contingent business income resulting from IT service provider event: If a covered security event impacts a service provider that the insured is dependent upon (i.e., software as a service [SaaS] provider, cloud provider, etc.) and the insured loses revenue because of the service provider's security compromise that led to their network disruption, the policy can respond to claims for loss of income.	 Full policy limits.		 Full policy limits.	 Full policy limits.
Network disruption (system failure) added as a trigger for business interruption coverage (eliminating requirement for security breach): Traditionally, in order for business interruption coverage to respond, there is a requirement that a security breach, cyber attack or similar form of intrusion on the insured's network takes place. Policies that broaden this trigger to include what is commonly known as system failure provide business interruption coverage when the disruption or outage of their computer system is caused by other unplanned means.				
IT service provider network disruption (system failure) included: This enhancement extends the network disruption or system failure coverage to provide business interruption coverage for the insured when the unplanned outage takes place on the computer system of a third-party IT service provider with whom the insured contracts.	 Full policy limits.		 Full policy limits.	 Full policy limits.
Outsourced (non-IT) provider network disruption (system failure) included: This enhancement extends the network disruption or system failure coverage to provide business interruption coverage for the insured when the unplanned outage takes place on the computer system of an outsourced (non-IT services) provider with whom the insured contracts.	 \$250,000 sublimit.		 Does not cover supply chain providers.	
Funds transfer fraud included: This provides reimbursement coverage for the insured for the unauthorized transfer of their funds from their financial institution.	 \$100,000 sublimit (all classes except financial institutions and title agents).		 Included with Cyber Crime coverage. \$100,000 sublimit.	 Automatically include \$100,000 Electronic Theft of your Financial Assets for eligible classes of business (as part of Cyber Crime section—shared \$100,000 limit). \$250,000 limit option is available.
Any one claim treatment for first-party coverages (not applicable to cyber deception or PCI-DSS assessment): Provides resetting limits for each and every claim with no aggregate limit per policy period for each applicable insuring agreement.				
Aggregate retention in a policy period: Once the policy retention is satisfied, future claims in the policy period are no longer subject to a retention.				
Voluntary and intentional shutdown: This expansion of the business interruption trigger provides coverage for the insured when they intentionally shut down their system to mitigate further damage from a security compromise (does not require carrier prior approval).			 Requires carrier preapproval.	 Implicitly included as a reasonable step to mitigate further loss from a Cyber Event.

Coverages	BCS	Axis	Hiscox	CFC
Phishing loss: Insured's inability to collect an unpaid receivable due to electronic impersonation of insured.	✓ \$50,000 sublimit.		✓ Included within Cyber Crime coverage (Reverse Social Engineering) \$100,000 sublimit.	✓ \$50,000 sublimit provided via the Customer Payment Fraud Extension Endorsement for either insured's loss or to reimburse their customers resulting from their loss, resulting from a Cyber Event discovered by the insured. Available for eligible classes of business only.
Services fraud loss: Coverage for the unauthorized use of the insured's computer system to mine cryptocurrencies (also known as cryptojacking), in addition to other unauthorized increased service charges from software as a service (SaaS), infrastructure as a service (IaaS), network as a service (NaaS) or IP telephony.	✓ \$100,000 sublimit.		✓ Included within Utility Fraud Coverage \$100,000 sublimit.	✓ Automatically include \$100,000 Unauthorized Use of Computer Resources (for increased electricity costs and cloud services billing from cryptojacking or botnetting) for eligible classes of business (as part of Cyber Crime section –shared \$100,000 limit). \$250,000 limit option is available.
Reward fund loss: Reimburses the insured for monies they pay for information that leads to the arrest and conviction of individuals associated with a covered event under the policy.	✓ \$50,000 sublimit.			
Personal financial loss of senior executives: Theft of money or other financial assets from a personal bank account, or the identity theft of the senior executive officer caused by a covered security breach.	✓ \$250,000 sublimit.			✓ Automatically include \$100,000 Personal Financial Loss for eligible classes of business (as part of Cyber Crime section –shared \$100,000 limit). \$250,000 limit option is available.
Corporate identity theft loss: Monetary or other financial asset loss from the fraudulent use of the insured's identity to establish credit, sign contracts or create websites designed to impersonate the insured.	✓ \$250,000 sublimit.			
Court attendance costs: Included in claims expenses.	✓ \$100,000 sublimit.		✓ \$10,000 sublimit (supplemental payments).	✓ Included via "Costs and Expenses" definition.
Bodily injury and property damage liability carve-back added to privacy liability and security liability (actual bodily injury beyond mental injury/emotional distress).	✓ \$250,000 sublimit.			

Coverages	BCS	Axis	Hiscox	CFC
Telephone Consumer Protection Act carve-back wording: Includes coverage for both claims expenses and damages.	✓ \$100,000 sublimit.			
HIPAA corrective action plan costs: Coverage for costs incurred by the insured to meet the requirements specified within a HIPAA corrective action plan resulting from a regulatory claim otherwise covered under the policy.	✓ \$50,000 sublimit.			
Post-breach response: Coverage under breach response costs that allows the insured to implement the revision of an incident response plan, the completion of a network security audit, an information security risk assessment or a security awareness training program implemented by members of the preapproved breach response team.	✓ \$25,000 sublimit.			✓ \$50,000 sublimit. For Post-Breach Remediation Costs subject to 10% max of all sums paid from a cyber event.
Independent consultant: Helps determine amount of business income loss.	✓ \$25,000 sublimit.			✓ \$25,000 sublimit via Claim Preparation Costs.
Coverage for damage to computer hardware resulting from a security compromise (also known as bricking).	✓ \$250,000 sublimit.		✓ Full policy limits.	✓ Full policy limits.
Coverage included for betterment of computer systems affected by a security compromise: For improvement of security and efficiencies, up to 25% more than the cost to replace original model (subject to sublimit).	✓			✓ Betterment Exclusion Amendatory Endorsement included, subject to 25% above original cost to replace.
Allegations of the wrongful collection of biometric data: Includes coverage for any lawsuits, claims or allegations arising from a violation of any federal or state statute that regulates the collection and use of biometric data, including the Illinois Biometric Information Privacy Act (BIPA).	✓ \$100,000 Sublimit via the Biometric Statutes or Regulations Sublimit endorsement. State specific—see policy. If this endorsement is not on the policy, it is silent, as there is no Wrongful Collection and Use exclusion otherwise.	The policy contains an Unlawful or Unauthorized Use of Information exclusion.	Enhanced Privacy Regulation Coverage covers Consumer Privacy Violations; however, Digital Media Liability Coverage Part excludes Collection of Data without knowledge.	The policy contains an Unlawful Collection of Data exclusion.
Is multifactor authentication (MFA) required in order to qualify for coverage?	Yes	Yes	No, however coverage restrictions will apply without MFA in place.	No
Third-party privacy breach management costs: Pays on behalf of any third party certain breach management costs from a cyber event, provided the insured has contractually indemnified the third party against the cyber event and they have a legal obligation to notify affected individuals.				✓

Coverages	BCS	Axis	Hiscox	CFC
Incident response outside the policy limits.				✓
Does the policy include a coinsurance provision?	No	No	Yes, however, 25% Ransomware Coinsurance Responsibility Endorsement will not apply if the insured registers with the risk management vendor listed in the policy schedule prior to written notification of a Ransomware Event.	No

Policy form not available in all states. See www.RPSSmallBusiness.com or contact your RPS product expert for details.

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**Brunswick-Glynn Joint Water and Sewer Commission
1703 Gloucester Street, Brunswick, GA 31520
Thursday, February 17, 2022 at 2:00 PM**

COMMISSION MINUTES

PRESENT:

**G. Ben Turnipseed, Chairman
Bob Duncan, Vice-Chairman
Charles Cook, Commissioner
Wayne Neal, Commissioner
Tripp Stephens, Commissioner
Chad Strickland, Commissioner
Kendra Rolle, Commissioner**

ALSO PRESENT:

**Andrew Burroughs, Executive Director
LaDonnah Roberts, Deputy Executive Director
Todd Kline, Director of Engineering
Charles Dorminy P.C., Legal Counsel
Janice Meridith, Executive Commission Administrator**

Chairman Turnipseed called the meeting to order at 2:00 PM.

Chairman Turnipseed provided the invocation and Commissioner Cook led the Pledge of Allegiance.

PUBLIC COMMENT PERIOD

Chairman Turnipseed opened the public comment period.

There being no citizens for public comment, Chairman Turnipseed closed the public comment period.

EMPLOYEE RECOGNITION

Joseph Alan Bartlett, Water Distribution System Operator

Chairman Turnipseed and Mr. Burroughs presented Mr. Joseph Alan Bartlett with his Water Distribution System Operator Certificate. They congratulated Mr. Bartlett for his success in earning this certification and encouraged him to continue his good work. Water Distribution Superintendent D. Simmons was also present to congratulate Mr. Bartlett on his achievement. Mr. Bartlett thanked them, commented on his pleasure in working with JWSC and noted that the benefits are among the best he has ever received.

Commissioner Stephens highly complimented the Water Distribution Division. He commented that as a JWSC customer he has had excellent experiences with the WDD crew and the great job they have done.

COMMITTEE UPDATES

Facilities Committee – Chairman Turnipseed

Chairman Turnipseed reported that the Facilities Committee had met the previous day at 1:00 p.m. The WWTP Flows Report reflected that Academy Creek is running at 43% capacity, Dunbar Creek is operating at 73%, and South Port is currently at 25% capacity. There are ten projects under construction as provided on the Capital Projects Report, with the Academy Creek Rehab Project begin about 70% complete. The Chairman stated that the Committee reviewed and forwarded several items to the full Commission for approval.

Finance Committee – Commissioner Duncan

Committee Chairman Duncan reported that the Finance Committee meeting was held on the previous day at 3:00 p.m. The committee approved three items to pass to the Full Commission. Commissioner Duncan summarized the financial statement reflecting that JWSC is executing according to plan, slightly over budget on revenues and slightly under budget on expenses. JWSC invested \$21M in Fiscal Year 2021 and \$35M to date for Fiscal Year 2022. Accounting Manager, Frances Wilson gave an overview of the Financial Statements for month ending January 31, 2022.

APPROVAL

1. Minutes from the January 20, 2022 Regular Commission Meeting

Commissioner Cook made a motion seconded by Commissioner Neal to approve the minutes from the January 20, 2022 Regular Commission Meeting. Motion carried 7-0-0.

2. Minutes from the January 19, 2022 Commissioners' Workshop

Commissioner Neal made a motion seconded by Commissioner Duncan to approve the minutes from the January 19, 2022 Commissioners' Workshop. Motion carried 7-0-0.

3. Contract Award – Engineering Services for PS3101, PS4001, PS4002 Upgrades

– A. Burroughs

Mr. Burroughs presented the recommendation to award a contract for Engineering Services for PS3101, PS4001 and PS4002 upgrades. These pump stations require upgrades to increase the reliability, replace outdated electrical systems, and improve bypass capability. He added that by combining the design and construction management services under one (1) engineering services contract for the three (3) stations, the JWSC hopes to gain efficiencies in both design and construction administration services. By doing this, the goal is to gain consistency in design, increase effectiveness in project management and reduce the overall costs for all three (3) projects. A three (3) member panel with representation from JWSC Operations, Engineering and the Senior Leadership teams reviewed and scored the six (6) proposals received on January 25, 2022. Kimley-Horn and Associates, Inc., was the highest scoring proposal at 91. The proposal submitted by Kimley-Horn and Associates details plans to provide three (3) concepts for each site for JWSC staff review along with a project schedule and detailed timeline for communication response throughout both the design and construction administration phases of each project. Overall, staff sees the Kimley-Horn proposal as the best value offered by the proposer pool with a strong mix of qualifications, project approach and pricing. The engineering contract will be 120 days for the design. Mr. Burroughs provided the budgeted amounts for the upgrades to the three stations, and noted that these projects are funded from the R&R.

Commissioner Duncan made a motion seconded by Commissioner Strickland to move that the Brunswick-Glynn Joint Water and Sewer Commission award a contract for Engineering Services to Kimley-Horn and Associates, Inc., in the amount of \$160,000.00 for upgrades needed for Pump Stations 3101, 4001, and 4002. Motion carried 7-0-0.

4. Budget Adjustment – Project #702 – A. Burroughs

Mr. Burroughs recalled for the committee that Project Numbers 702 and 703 were funded via SPLOST 2016 revenues from Glynn County. The JWSC allocation for SPLOST 2016 was \$15,000,000 with

\$11,700,000 allocated to Project No. 702 and \$3,300,000 allocated to Project No. 703. The final construction and engineering cost for Project No. 703 was \$2,289,840.82. This leaves \$1,010,159.18 in unspent SPLOST 2016 funds in that project budget. Current project expenses and remaining encumbrances for Project No. 702 total \$13,327,627.38, or \$1,627,627.38 over the original SPLOST budget for this project. The overages are currently scheduled to be paid from JWSC Capital Improvement Fees. Remaining funds from SPLOST projects may be reallocated following completion of projects to complete remaining SPLOST projects. Staff wishes to reallocate the remaining \$1,010,159.18 from Project No. 703 into the SPLOST project budget for Project No. 702. This would change the allocated SPLOST amount for this project to \$12,710,159.18. Project costs for Project No. 702 will still exceed the SPLOST allocation even if this budget money is moved, but the amount of Capital Improvement Fees required to cover the exceedances would be lessened.

Commissioner Neal made a motion seconded by Commissioner Duncan to move that the Brunswick-Glynn Joint Water and Sewer Commission approve the reallocation of remaining SPLOST 2016 funds from Project No. 703 in the amount of \$1,010,159.18 to Project No. 702. Motion carried 7-0-0.

5. Change Order – PS4116 Final Balancing – T. Kline

Mr. Kline presented Change Order #2 request from Southern Civil, LLC contractor for JWSC Capital Project #2027. He noted that this change order is for the final adjustments on the PS4116 Rehabilitation & Force Main Upgrade Project. The final payment and project closeout details were provided for the Commissioners' review. Mr. Kline commented that this change order shall constitute the full and final settlement of this contract for Capital Project #2027. Additionally noted was that the deduct amount of \$15,750.00 is due to the contractor not using bypass pumping which was included in the original contract.

Commissioner Duncan made a motion seconded by Commissioner Stephens to move that the Brunswick-Glynn Joint Water & Sewer Commission approve Change Order #2 and project closeout as described above.

Commissioner Stephens commented that with the last SPLOST and taxes changing, the contractor's pricing should be adjusted as taxes go up or down. He suggested the Commission may want to take a look at that for future contracts. Chairman Turnipseed asked Mr. Burroughs and Mr. Dorminy to research this matter.

Motion carried 7-0-0.

6. Change Order – Bergen Woods Offsite Final Balancing – T. Kline

Mr. Kline presented Change Order #1 request from Georgia Asphalt Producers, Inc. contractor for JWSC Capital Project #2007. He noted that this change order is for the final adjustments on the Bergen Woods Off-Site Forcemain Improvements Project. Pricing is being adjusted by due to items not being used. The final payment and project closeout details were provided for the Commissioners' review. Mr. Kline commented that this change order shall constitute the full and final settlement of this contract for Capital Project #2007.

Commissioner Duncan made a motion seconded by Commissioner Strickland to move that the Brunswick-Glynn Joint Water & Sewer Commission approve Change Order #1 and project closeout as described above. Motion carried 7-0-0.

7. Infrastructure Dedication – Oyster Grove – T. Kline

Mr. Kline stated that this item reflects what is done at the end of a private development activity where the infrastructure was installed in the ground as intended to be turned over for public ownership and operation. This is the case with Oyster Grove, a new subdivision located on St. Simons Island, and is located northwest behind Magnolia Manor. The developer installed a private water system, sewer system, and a small pump station that will serve this development. Mr. Kline also provided that the Owner of Record of the infrastructure described has submitted legal documents to define and execute the transfer of

ownership, and conveyance of the easements for access and maintenance. The infrastructure is understood to have complied with applicable standards at the time of construction. JWSC inspection records indicate the infrastructure is functioning and in acceptable condition. All requirements of the JWSC Standards for Water & Sewer Design and Construction and Development Procedures have been met, and all related documents submitted.

Commissioner Strickland made a motion seconded by Commissioner Stephens to move that the Brunswick-Glynn Joint Water and Sewer Commission approve the described infrastructure and easements for public ownership. Motion carried 7-0-0.

**8. Intergovernmental Lease Agreement w/ Glynn County – Former Animal Control Facility
– C. Dorminy / L. Roberts**

Mrs. Roberts and Mr. Dorminy presented the committee with the request that the Facilities Committee forward the Intergovernmental Agreement with Glynn County for the lease of the former Animal Control Facility to the full Commission for approval. Mrs. Roberts provided that this facility is needed for the storage of meters for the Meter Replacement Project. She added this is a favorable agreement for the County in that the facility will not be standing unoccupied. Mrs. Roberts reviewed various language details redlined within the Agreement concerning JWSC's responsibilities such as the care and maintenance of the facility, utilities, cost of leasing, security, etc. The JWSC intends to use the facility to serve as a center of operations for the ongoing system-wide meter replacement project. The facility will serve as both an administrative office and as storage for the project. The JWSC anticipates this project will require about two years for completion.

Commissioner Duncan made a motion seconded by Commissioner Cook to move that the Brunswick-Glynn Joint Water and Sewer Commission approve the Intergovernmental Lease Agreement with Glynn County for the lease of the former Animal Control Facility and authorize the Chairman to execute the same.

After the Commissioners' questions were answered and specific details discussed, the vote was taken.

Motion carried 7-0-0.

EXECUTIVE DIRECTOR'S UPDATE

Mr. Burroughs stated that there have been 6,524 meters replaced and in the ground up to date. The Annual State of the Port Luncheon is coming up on March 9th and JWSC has a table reserved for the Commissioners. Mr. Burroughs added that there have been 76 customers who have met eligibility requirements for a sum of \$66,336 in assistance to date.

COMMISSIONERS DISCUSSION

Commissioner Cook stated that Mr. Bartlett's earlier comments regarding JWSC's benefits made a good point since we do have some openings and the benefits package is excellent. The pay scale is fair, there is a pension, and we have good health insurance with three different options. Commissioner Cook encouraged anyone to apply for the current openings.

CHAIRMAN'S UPDATE

Chairman Turnipseed asked Mr. Burroughs at what level of completion the SPLOST North Mainland Project is at. Mr. Burroughs stated it is reasonably at 80%. The contract date is through the end of June. Finance Committee Chairman Duncan confirmed that out of the \$15M budget, about \$14M has been used with approximately \$1,010,000 remaining. Chairman Turnipseed then noted that Academy Creek is at about 70% completion. The Chairman commended the senior staff for their hard work on all projects.

EXECUTIVE SESSION

There was no Executive Session

Commissioner Stephens made a motion seconded by Commissioner Duncan to adjourn the meeting.

There being no additional business to bring before the Commission, Chairman Turnipseed adjourned the meeting at 2:43 p.m.

Attest:

Janice Meridith,
Executive Commission Administrator

G. Ben Turnipseed,
Commission Chairman



Brunswick-Glynn

Joint Water and Sewer Commission

Memorandum

To: Brunswick-Glynn County Joint Water and Sewer Commission
From: Andrew Burroughs, Executive Director
Date: Thursday, March 17, 2022
Re: Surplus Inventory/Equipment

Background

JWSC staff has determined the following assets to no longer be of use to the mission of the JWSC.

DIVISION	YEAR	DESCRIPTION
WPD-100	2005	2005 Ford Explorer. Transmission issues; approximately 160,000 miles; replaced with new vehicle per FY 2022 budget

Staff Report

Staff recommends declaring the items above as surplus and authorizing their disposal in a manner most beneficial to the JWSC. This item was presented to the Finance Committee on March 16, 2022.

Recommended Action

To dispose of this property, the Brunswick Glynn Joint Water & Sewer Commission must declare the property as surplus. Once declared as surplus, the Director of Procurement will dispose of the property in a manner most beneficial to the JWSC. Typically vehicles and equipment declared surplus will be posted to the GovDeals website.

Recommended Motion

"I move that the Brunswick-Glynn County Joint Water and Sewer Commission approve the above listed items as surplus to be disposed of in a manner most beneficial to the JWSC"



Brunswick-Glynn

Joint Water and Sewer Commission

Memorandum

To: JWSC Board of Commissioners
From: LaDonnah Roberts, Deputy Executive Director
Date: Thursday, March 17, 2022
Re: Approval – Appointment of Auditor for FY2022 Audit

Background

The JWSC issued a request for proposal for Auditing Services and the firm of Mauldin & Jenkins was selected for the initial year ended June 30, 2021 with two option years. The fiscal year ending June 30, 2023 is the final option year.

The quoted costs for the three years are:

6/30/21 - \$19,900
6/30/22 - \$19,900
6/30/23 - \$19,900

The signed engagement letter is attached.

Recommended Action

Staff recommends that the Board vote to engage the accounting firm of Mauldin & Jenkins to perform the financial audit of the Brunswick-Glynn Joint Water and Sewer Commission for the fiscal year ending June 30, 2022 at a cost of nineteen thousand nine hundred (\$19,900.00) dollars.

Recommended Motion

“I move that the JWSC engage the accounting firm of Mauldin & Jenkins to perform the financial audit of the Brunswick-Glynn Joint Water and Sewer Commission for the fiscal year ending June 30, 2022 at a cost of nineteen thousand nine hundred (\$19,900.00) dollars.”



July 12, 2021

Board of Commissioners of the
Brunswick-Glynn County Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520

Attn: Ms. LaDonnah Roberts

We are pleased to confirm our understanding of the services we are to provide the Brunswick-Glynn County Joint Water and Sewer Commission (the Commission) for the year ended June 30, 2021. We will audit the financial statements of the Commission as of and for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Commission's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Commission's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of Changes in the Commission's Net Pension Liability and Related Ratios.
3. Schedule of Commission Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the Commission's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on -

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners for the Brunswick-Glynn County Joint Water and Sewer Commission. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein.

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we

report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs;

compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Brunswick-Glynn County Joint Water and Sewer Commission's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Commission's major programs. The purpose of these procedures will be to express an opinion on the Commission's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Commission in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the Commission; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 30, 2021 and to issue our reports no later than December 31, 2021. Trey Scott is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$19,900, plus \$3,500 for each major program for single audit for the year ended June 30, 2021. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We appreciate the opportunity to be of service to the Commission and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



Trey Scott

RESPONSE:

This letter correctly sets forth the understanding of the Brunswick-Glynn County Joint Water and Sewer Commission.

By:  _____

Title: Executive Director



Brunswick-Glynn

Joint Water and Sewer Commission

Memorandum

To: BGJWSC Board of Commissioners
From: Todd Kline, P.E., Director of Engineering
Date: Thursday, March 17, 2022
Re: Dedication of Private Infrastructure w/ Easements – Glynn County Animal Control

Background

The Brunswick-Glynn Joint Water & Sewer Commission (JWSC) Standards for Water & Sewer Design and Development Procedures support the acceptance of privately constructed water and wastewater systems as public infrastructure, when specified conditions are met. The Glynn County Board of Commissioners is the owner/developer of a 15,000+ square foot Animal Control facility located at 190 Carl Alexander Way in Brunswick, Georgia, and wishes to dedicate and convey the following to JWSC:

- Water system measuring approximately 238 linear feet with an estimated value of \$21,505
- Water Utility Easement

Staff Report

The Owner of Record of the infrastructure described within has submitted legal documents to define and execute the transfer of ownership, and conveyance of the easements for access and maintenance. The infrastructure is understood to have complied with applicable standards at the time of construction. JWSC inspection records indicate the infrastructure is functioning and in acceptable condition.

Recommended Action

All requirements of the JWSC Standards for Water & Sewer Design and Construction and Development Procedures have been met, and all related documents submitted. Staff recommends the acceptance of the described water and sewer infrastructure and easements for JWSC ownership, operation, and maintenance

Recommended Motion

“I make a motion that the Brunswick-Glynn Joint Water and Sewer Commission approve the described infrastructure and easements for public ownership.”

Enclosures

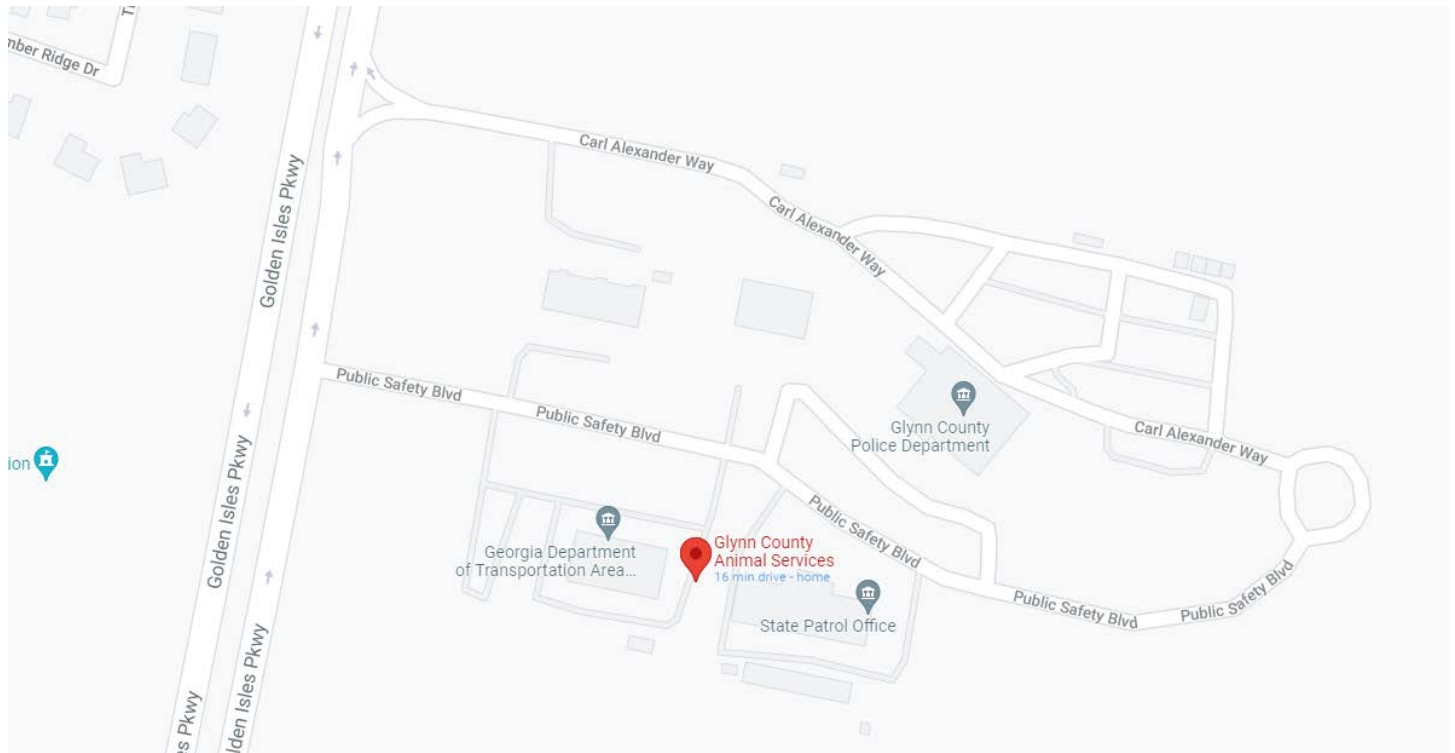
Location & GIS Maps

Final Record Drawings

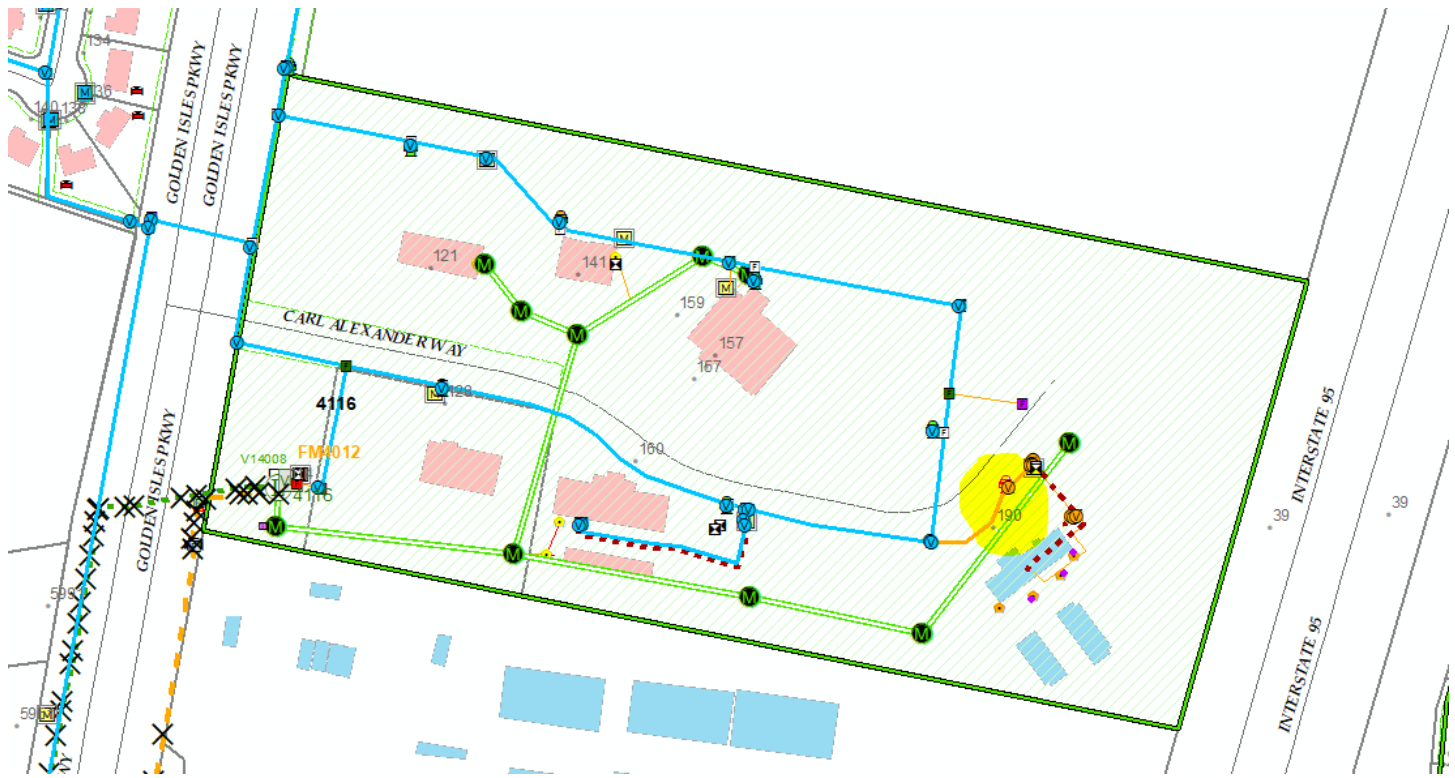
Infrastructure Dedication Application – Requires BOC Chairman Signature

Water Utility Easement – Requires BOC Chairman Signature

GLYNN COUNTY ANIMAL CONTROL



GLYNN COUNTY ANIMAL CONTROL GIS MAP – TO BE UPDATED FOLLOWING BOC ACCEPTANCE



GLYNN COUNTY ANIMAL SHELTER

LOCATED IN 1356 GMD

GLYNN COUNTY, GEORGIA

SCALE: 1"=30'

DATE: 10/27/21

REVISED: 11/15/21 (LINE 2 TYPO)

PAGE 3 OF 3 (PUBLIC WATER EASEMENT)

(PUBLIC & PRIVATE WATER SYSTEM)

1" = 30' SCALE



RESERVE FOR CLIENTS RECORDING INFORMATION

GLYNN COUNTY IS RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND YEARLY TESTING OF THE DOUBLE BACKFLOW PREVENTER IN THE JWSC EASEMENT.

LINE	BEARING	DISTANCE
L1	N 25°00'06" W	20.01'
L2	S 45°45'59" E	20.29'
L3	S 36°24'40" E	98.81'
L4	S 81°01'59" E	5.19'
L5	S 37°10'27" E	20.89'
L6	S 37°29'12" E	57.28'
L7	S 08°59'27" W	11.08'
L8	S 52°46'22" W	58.15'
L9	S 36°43'24" E	109.26'
L10	S 06°23'18" W	11.11'
L11	S 53°39'09" W	143.11'
L12	N 88°20'08" W	12.25'
L13	N 37°51'39" W	77.05'
L14	N 81°42'44" W	2.38'
L15	N 32°34'53" W	10.08'
L16	N 08°23'54" E	14.02'
L17	N 52°35'02" E	166.48'
L18	N 37°24'58" W	47.68'
L19	S 52°35'02" W	30.85'
L20	N 37°46'03" W	12.47'
L21	N 08°05'05" E	11.85'
L22	N 52°35'35" E	18.84'
L23	N 37°04'19" W	88.21'
L24	N 52°35'02" E	121.55'
L25	S 36°43'24" E	102.40'
L26	S 53°39'09" W	120.19'
L27	N 37°51'39" W	78.75'
L28	N 90°00'00" E	52.33'
L29	N 36°44'00" E	79.86'

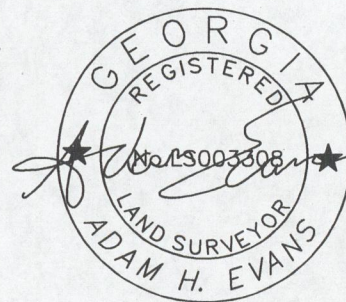
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	230.80'	412.82'	32°01'57"	N 50°22'12" E	227.80'
C2	7.71'	432.82'	1°01'44"	N 85°48'28" E	7.77'
C3	85.80'	432.82'	11°21'27"	N 43°50'12" E	85.66'
C4	25.26'	432.82'	3°20'36"	N 36°29'10" E	25.25'

SURVEYORS STATEMENT: To the best of my knowledge and belief the water and/or wastewater Record Drawings shown hereon have been prepared in conformance with JWSC Record Drawing Standards and are an accurate representation of the field conditions based upon above ground visible evidence of system components, and the engineering, contractor and JWSC information provided.

Surveyor's Name (printed): Adam Evans

Surveyors GA Registered Land Surveyor Number #3308

Date Signed: 11/15/21



CONTRACTORS STATEMENT: The water and/or wastewater piping systems, as shown on the Record Drawings, have been constructed in substantial compliance with the standards and specifications for this project and in consideration of the two (2) year workmanship and materials warranty. Any significant deviations from the materials specified or workmanship standards required have been approved by the engineer and the JWSC prior to installation. The information has been reviewed by a principal of the company or an executive officer, as cited below, and to the best of his/her knowledge and belief these Record drawings are accurate and complete.

Company Name: JW OLIVER CONSTRUCTION, INC

Principal/Officer Signature (printed): JW OLIVER

Principal/Officer Signature: JW Oliver

Date Signed: 11/15/21

ENGINEERS STATEMENT: These Record Drawings have been prepared based on construction, location, elevation, and testing information provided by the Contractor, Surveyor and the JWSC. This information has been reviewed by the engineer of record, as cited below, and to the best of his/her knowledge and belief these Record Drawings are consistent with the design intent of the approved site development plans and any approved modifications or changes.

Engineers Name (printed): Johnathan Roberts

Engineers Signature: Johnathan Roberts

GA Professional Engineer Registration Number: 034205

Date Signed: 11/16/2021

JWSC'S STATEMENT: These Record Drawings have been prepared and confirmed based on periodic field observations during the construction, field testing, CCTV and physical inspections of system components by JWSC's Staff. This information has been reviewed by JWSC Superintendents and Construction Inspection Staff, as cited below, and to the best of their knowledge and belief these Record Drawings are accurate and complete in accordance with adopted JWSC Record Drawing Standards and Specifications.

Water Distribution Superintendent Name (printed): Derrick Simmons

Water Distribution Superintendent Signature: Derrick Simmons

Date Signed: 12-2-2021

Wastewater Collection Superintendent Name (Printed): NA

Wastewater Collection Superintendent Signature: NA

Date Signed:

Project Inspector Name (Printed): Mike Fieros

Project Inspector Signature: Mike Fieros

Date Signed: 11/19/2021

NOTES:

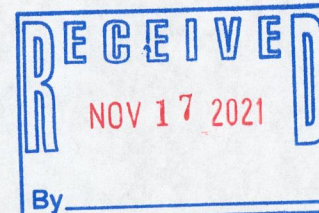
-THIS SURVEY WAS BASED ON HORIZONTAL DATUM NAD 1983 GEORGIA EAST ZONE AND VERTICLE DATUM NAVD 1988

-THE DEVELOPER FOR THIS PROJECT IS GLYNN COUNTY ANIMAL CONTROL, DAVID AUSTIN DAUSTIN@GLYNNCOUNTY-GA.GOV 4145 NORWICH STREET BRUNSWICK, GA 31520 (912) 554-7701

-REGISTERED PROFESSIONAL ADAM EVANS STATEWIDE LAND SURVEYORS LLC 521 ETHEL STREET DOUGLAS, GA 31533 (912) 383-2192 EMAIL: adam.evans@statewide-surveying.com

-PARCEL ID# 03-15791

-EMERGENCY 911 ADDRESS CARL ALEXANDER WAY BRUNSWICK, GA 31525





Application for Dedication of Water/Wastewater Systems

Part A: Statement of Intention

Having completed the installation of the water/wastewater system

Sub-division heretofore known as Animal Control Facility

Owner(s) of the system, being Glynn County Board of Commissioners

at 1725 Reynolds St., is dedicated to

utility system(s) for ownership, operation and maintenance to
operate such system(s) within this jurisdictional area. This Application is made
with this intention.

RECORD DRAWING
SHOWS 219.53' HL
ITEM 1 CONNECT VALVE
TO ITEM 31 FLUSH VALVE
AS 219.53'
+ 19' TO MUCH

Part B: Recognition and Acceptance of Warranties

The Owner/Developer of this water/wastewater system does hereby recognize and accept the responsibility for correcting any and all system defects that may occur or be found during the operation of the system by the JWSC for a period of two (2) years from the written date of acceptance by the governmental body to which the system is dedicated. This warranty covers materials and workmanship items, as well as those components of the infrastructure damaged by other utilities and/or contractors who may cause damage to the water/wastewater system as herein accepted, excepting such defects caused or resulting from the sole negligence of the JWSC.

Part C: Confirmation of Compliance of Water/Wastewater Documentation

The Owner/Developer of this water/wastewater system does hereby warrant that the Record Drawings and all appropriate utility easements and/or deeds have been provided to the JWSC.

Part D: Fair Value (Cost Basis) of Dedicated System (To be completed by Engineer)

The Fair Value (Cost Basis) of the installed **water system**, which is approximately 238 linear feet as constructed, is estimated to be \$ 21,505.

The Fair Value (Cost Basis) of the installed **sanitary sewer system**, which is approximately _____ linear feet, is estimated to be \$ _____.

The Fair Value (Cost Basis) of the installed **wastewater lift station**, which design capacity is _____ gallons per minute @ _____ feet Total Dynamic Head, is estimated to be \$ _____.

The Fair Value (Cost Basis) of the installed **potable water well**, which design capacity is _____ gallons per minute @ _____ feet Total Dynamic Head, is estimated to be \$ _____.



Engineer's Certification

The information cited in Part "D" of this application is based on my professional evaluation of the costs of materials and installation of the water/wastewater system(s) as constructed in accordance with the approved standards and specifications for this project; and I do hereby certify, to the best of my knowledge and belief, that these amounts as provided are an accurate representation of this systems Fair Value on a Cost Basis as of the date of this Application.

Engineer Printed Name: Johnathan Roberts	Georgia P.E. Registration # : 034205
Engineer Signature:	Date (mm/dd/yyyy): 08/20/2021

(INSERT ENGINEER SEAL)

**Part E: Owner/Developer Certification**

Roberts Civil Engineering

I/We, _____, do hereby certify that all application information herein provided on the aforementioned water/wastewater development project is true and accurate to the best of my/our knowledge and belief.

Printed Name of Grantor (Company, LLC, Inc.): Glynn County Board of Commisioners	
Printed Name of Grantor Representative: Wayne Neal	
Title of Grantor: Chairman	
Signature of Grantor:	Date Signed(mm/dd/yyyy): 9/7/21

Only if this is a Corporation, include name of someone to Attest and insert the Corporate Seal
Otherwise skip to Notary

Printed Name of Attestor: Ronda Vakulich	
Title of Attestor: Acting County Clerk	
Signature of Attestor:	Date Signed (mm/dd/yyyy): 09/07/21

(CORPORATE SEAL HERE)

All Applications must be Notarized	
Date signed, sealed and delivered (mm/dd/yyyy): 09/07/21	
In the presence of (printed Name of Notary): ANGELIKA ANN HILTON	
Signature of Notary Public:	
Date Notary Commission Expires (mm/dd/yyyy): 02/01/2022	

Glynn Co., Georgia
Expires Feb 1, 2022
Notary Public

ACCEPTED BY BRUNSWICK GLYNN JOINT WATER & SEWER COMMISSION

Date Accepted (Commission Meeting):	
Printed Name of Chairman:	
Signature of Chairman:	Date Signed (mm/dd/yyyy):

(Above the Line Reserved for Clerk Recording Data)

Return to:
Brunswick-Glynn County
Joint Water and Sewer Commission
Attn: Executive Director
1703 Gloucester Street
Brunswick, GA 31520

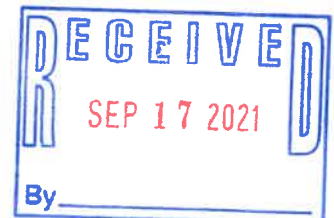
**STATE OF GEORGIA
COUNTY OF GLYNN**

WATER UTILITIES EASEMENT

THIS WATER UTILITIES EASEMENT grant and dedication, made and entered into this 8 day of August 2021, by and between Glynn County Board of Commissioners, (hereinafter referred to as the "Grantor") and the **BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION**, a body corporate and politic and a public corporation, established by a Local Act of the General Assembly of the State of Georgia, acting by and through its Commissioners (hereinafter referred to as the "Grantee").

WITNESSETH:

For and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey unto said Grantee, its successors and assigns, a perpetual easement and right to construct, reconstruct, install, locate, relocate, maintain, repair, replace and use water lines,



valves, such other lines Grantee deems necessary for water, and related equipment and facilities over, across and through a portion of the Grantor's Property (the "Easement Area"), described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY
REFERENCE.**

1. Grant of Easement for Utilities:

a. Grantor hereby transfers and conveys an easement in and to all property described in Exhibit "A" for the location, maintenance, and repair of water lines, valves, access roads, ditch or creek crossings and related equipment and facilities (hereinafter referred to as "Water") in the Easement Area.

b. The grant of this easement includes the right at all times for representatives of Grantee to enter upon said Easement Area for purposes described herein, including the right to cut away and keep clear of Water Utilities any and all vegetation that might, in the opinion of the Grantee, endanger or injure the Water Utilities or its appurtenances, or interfere with its proper operation or maintenance; the right of ingress to and egress from the Easement Area across the land referred to herein for the purpose of exercising the rights herein granted; provided, that failure of the Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right hereafter at any time and from time to time to exercise any or all of same. Grantee shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

c. Grantor warrants that no building, shed, mobile home, fence, swimming pool or other such structures, or any crops, trees or large shrubs shall be erected or planted over the Water Utilities nor within the boundary of the Easement Area as stated herein; that no other utility shall be permitted within the Easement Area that interferes with the operation and

maintenance of the Water Utilities; that no fill material or paving shall be placed within the Easement Area unless permitted in writing by the Grantee; and, that any structure/fill material placed upon, or vegetation planted within the Easement Area in contradiction herein shall be removed at the property owner's expense.

d. In the event a building or other structure should be erected within the Easement Area, no claim for damages shall be made by Grantor, its heirs or assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance of said Water Utilities or its appurtenances, or any accident or mishap that might occur therein or thereto.

2. Maintenance: Except as hereinafter provided, that in the event excavation, construction, reconstruction, installation, location, relocation, maintenance, repair or replacement are necessary to the Water Utilities, or equipment and facilities, as described above, the Grantee shall, at its expense, perform such work. Provided, however, the Grantee shall not be responsible for full restoration of the Easement Area to match the original condition.


3. Limitation of Easement Rights: The Grantor does not convey any land, but merely grants the rights, privileges and easement herein above set out.

4. Encumbrances: Grantor herein by these presents warrants there are no liens, mortgages, or other encumbrances to a clear title to the Easement Area, except as follows:

_____ which is recorded in the office of the Superior Court real property records of Glynn County in Book _____ at Page _____ and that Grantor is legally qualified and entitled to grant the easement herein with respect to the lands described.

TO HAVE AND TO HOLD the above described water easement rights in and to the said Easement Area to the Grantee, so that neither the Grantor nor any person or persons claiming under it shall at any time, by any means or ways, dispute the perpetual easement right of the Grantee to the use of said easement.

IN WITNESS WHEREOF, the said Grantor has set their hand and affixed their seal of the undersigned and delivered these presents on this the day and year first above written.

Printed Name of Grantor:		Glynn County Board of Commissioners	
Printed Name of Grantor Representative:		Wayne Neal	
Title of Grantor:	Chairman	County Clerk <i>Debra V. Rudek</i>	
Signature of Grantor:	<i>W. Neal</i>	Date Signed: <i>8/7/21</i>	

STAMP CORPORATE SEAL (if Grantor is an LLC or INC)

Printed Name of Unofficial Witness:	Monica Hardin
Signature of Unofficial Witness:	<i>Monica Hardin</i>
Signed, sealed and delivered on this <u>8th</u> day of <u>August</u> , 20 <u>21</u> and in the presence of:	
Signature of Notary Public:	<i>Angelika Ann Hilton</i>
My Commission Expires:	<i>02/01/2022</i>

STAMP NOTARIAL SEAL

Glynn Co., Georgia
Expires Feb 1, 2022

Acceptance by Brunswick Glynn County Joint Water & Sewer

Printed Name of Chairman:	
Chairman Signature	Date Signed:
Attest – Printed Name of Commission Clerk:	
Commission Clerk Signature	Date Signed:

Beginning at a point bearing the NAD 83 Georgia East zone coordinates of N:459049.24 E:865432.18 ;

thence S 45°45'59" E a distance of 20.29'to a point;

thence with a curve turning to the right with an arc length of 25.26', with a radius of 432.82', with a chord bearing of S 36°29'10" W, with a chord length of 25.25',to a point;

thence with a compound curve turning to the right with an arc length of 85.80', with a radius of 432.82', with a chord bearing of S 43°50'12" W, with a chord length of 85.66',to a point;

thence S 36°44'00" W a distance of 79.86'to a point;

thence N 90°00'00" W a distance of 52.33'to a point;

thence with a curve turning to the right with an arc length of 7.77', with a radius of 432.82', with a chord bearing of S 65°48'28" W, with a chord length of 7.77',to a point;

thence N 25°00'06" W a distance of 20.01'to a point;

thence with a curve turning to the left with an arc length of 230.80', with a radius of 412.82', with a chord bearing of N 50°22'12" E, with a chord length of 227.80',to a point;

which is the point of beginning,

having an area of 6038.2 square feet, 0.139 acres



Brunswick-Glynn

Joint Water and Sewer Commission

Memorandum

To: Board of Commissioners
From: Todd Kline, P.E., Director of Engineering
Date: 17 March 2022
Re: Capital Project #2020 – Community Road Engineering Services Water & Sewer Extension Project; C.O. #1 (Professional Services Contract Amendment)

Overview

- **Who:** Hussey Gay Bell (Engineer of Record)
- **What:**
 - Notice to Proceed: 09/10/21 (210 days, original contract)
 - Contract Amount (Funding): \$280,916.00 (CIF)
 - Request for Time Extension: 283 days
 - Request for Addition Funding Amount : \$111,800.00
- **Why:** Additional survey/design cost and time required to incorporate PS4011 and gravity sewer routing improvements.

Staff Report

JWSC staff received change order documentation dated 10 March 2022, which includes a project Change Order #1 (Professional Services Contract Amendment) for additional funding of \$111,800.00 and a time extension of 283 days. This would modify the originally designed route of gravity sewer extensions from the Community Road right-of-way to Habersham Street and include necessary upgrades to the existing pumpstation 4011. This would eliminate excessive easement acquisitions and also reduce construction and permanent operational disruptions to the existing businesses and traffic along Community Road.

Recommended Action

Staff has reviewed the request from Hussey Gay Bell and recommends approval to add funding in the amount of \$111,800.00 and a time extension of 283 days to the engineering contract.

Recommended Motion

I move that the Brunswick-Glynn Joint Water & Sewer Commission approve the above-described Change Order #1, to increase the contract amount by \$111,800.00 and contract time by 283 consecutive calendar days.

Attachments:

- 1) Professional Services Contract Amendment No. 1 (dated 03/10/2022).



March 10, 2022

Mr. W. Todd Kline, P.E.
Director of Engineering
Planning & Construction Division
Brunswick-Glynn County Joint Water & Sewer Commission
1703 Gloucester Street
Brunswick, GA 31520

**Re: Community Road Area Water and Sewer Extensions Project No. 2020
Professional Services Contract Amendment No. 1**

Dear Mr. Kline:

Hussey Gay Bell is pleased to present the following contract amendment to the Community Road Area Water and Sewer Extensions Project No. 2020. This amendment is required to modify the proposed route of water and sewer from Community Road to Habersham Street and upgrades to Lift Station 4011 to accept the sewer at a lower invert. The intent is to reduce the disruption to existing businesses and traffic along Community Road by relocating the proposed sewer to Habersham Street which has less development density. The sewer route is longer and cannot be received by Lift Station 4011. A deeper wetwell at Lift Station 4011 will allow the proposed sewer to reach the lift station. Additional upgrades to Lift Station 4011 will be evaluated.

Our proposed modification to the fee structure of Article 2 - C2.01.A.4 of the Professional Services Agreement is as follows:

1. Preliminary Engineering Report (PER) Modification #1

The PER will be revised based on the new water and sewer alignment. An exhibit showing the proposed water and sewer alignment will be provided as part of the PER. The PER will also include a proposed scope of upgrades to Lift Station 4011.

Proposed Adjustment for PER Modification #1 = \$10,600.00.

2. Field Surveying Services Modification #2

Additional survey and subsurface utilities exploration (SUE) will be required along approximately 2,700 LF of Habersham Street.

Proposed Adjustment for additional Field Surveying = \$13,500.00.

Proposed Adjustment for additional SUE, Levels A&B = \$10,000.00.

3. Easement Preparation Services - No change.

4. Construction Plans and Specifications

Construction Plans and Specifications will be provided based on the new water and sewer alignment and lift station modifications.

Proposed Adjustment for Construction Plans and Specifications = \$45,100.00

-Proposed Adjustment if 60% Design Submittal is Omitted = \$38,500.00 (Alternate)

There was no Item 5 included in the Agreement.

6. Permitting Services

Permit packages will be provided based on the new Construction Plans and Specifications.

Proposed Adjustment for Permitting Services = \$11,600.00

7. Bid Phase Services - No change.

8. Construction Phase Services

The addition of a new wetwell and upgrades to Lift Station 4011 will require additional construction observation and construction administration time. Additional shop drawings, RFI's, pay requests and site visits are expected.

Proposed Adjustment for Observation Lump Sum Fee = \$8,800.00

Proposed Adjustment for Administration Lump Sum Fee = \$18,800.00

9. Record Drawings - No change.

The project schedule from the date of acceptance will be as follows.

Base Proposal (PER/60/90/Bid Ready Submittals)

Preliminary Engineering Report	30 days
JWSC Review and Approval	14 days
Field Surveying Services	30 days
60% Design Drawings, Specifications, and EOPC	45 days
JWSC Review and Approval	14 days
90% Design Drawings, Specifications, and EOPC	45 days
JWSC Review and Approval	14 days
Bid Ready Design Drawings, Specifications, and EOPC	30 days
Permitting Services	60 days
Bid Phase Services	45 days
Construction Phase Services	240 days
Record Drawings	30 days

Alternate Proposal (PER/90/Bid Ready Submittals)

Preliminary Engineering Report	30 days
JWSC Review and Approval	14 days
Field Surveying Services	30 days
90% Design Drawings, Specifications, and EOPC	60 days
JWSC Review and Approval	14 days
Bid Ready Design Drawings, Specifications, and EOPC	30 days
Permitting Services	60 days
Bid Phase Services	45 days
Construction Phase Services	240 days
Record Drawings	30 days

We appreciate the opportunity to present this Amendment to the proposal and will gladly accept a signed copy as our authorization to proceed with this project.

Sincerely,
HUSSEY GAY BELL



C.J. Chance, P.E.
Principal

ACCEPTED BY: _____ DATE: _____

NAME AND TITLE: _____



Brunswick-Glynn

Joint Water and Sewer Commission

Memorandum

To: Brunswick-Glynn Joint Water and Sewer Commission
From: Andrew Burroughs, P.E., Executive Director
Date: Thursday, March 17, 2022
Re: Approval – Connection Assistance Policy

Background:

In recent years, the JWSC has taken a proactive approach to system expansion that will allow access to public water and sewer systems for existing residences and businesses that were previously unable to connect to the public systems. One such example of a current project that will accomplish this goal is the expansion of the water and sewer systems in the Arco neighborhood. The JWSC would like to allow these existing homes and businesses to connect to the system without placing an unnecessary burden upon the property owners. By connecting to the public water and sewer systems, many potential customers will be able to remove existing septic tanks and private wells if they so choose.

Staff Report

The attached draft policy accomplishes the goal of allowing these customers to connect to the systems without having to provide a cash outlay that would be burdensome to the customer base. The JWSC will allow customers to pay monthly installments towards the total cost of the Capital Improvement Fee and operational fees associated with new accounts. Financing charges increase as the years financed increases to offset increased administrative costs associated with maintaining these agreements. If approved, this Connection Assistance Policy would ideally become part of the annual Rate Resolution and reviewed annually for current market conditions.

This item was presented to the Finance Committee on March 16, 2022.

Recommended Action

Staff recommends approving the attached policy to become effective on April 1, 2022. If approved, this policy would then be included in the upcoming 2022-2023 Rate Resolution and would henceforth be a part of the rate resolution approval process.

Recommended Motion

“I move that the Brunswick-Glynn Joint Water and Sewer Commission approve the creation of a Connection Assistance Policy effective April 1, 2022.”

Brunswick-Glynn Joint Water and Sewer Commission Connection Assistance Policy

Purpose

The Brunswick-Glynn Joint Water and Sewer Commission (JWSC) recognizes the need to provide more cost-effective methods of allowing existing homes to connect to the public water and sewer systems once public water and sewer is made available to the property. This policy will not apply to new construction. All Capital Improvement Fee charges for new construction will be required at time of building permit request in accordance with current JWSC policies. The purpose of this Connection Assistance Policy is to outline financing options that the JWSC will make available to existing property owners to enable them to connect to the public water and sewer systems owned and operated by the JWSC.

Policy

Existing homes and businesses that are currently not connected to the JWSC-owned water and sewer systems will be allowed to finance the cost of the capital improvement fees and operational charges associated with the connection. New account charges and deposit fees will not be subject to this policy and will be due at time of account creation. The monthly financing amount will be added as a new line item on the monthly water and sewer bill. The connection can only be financed by the water and/or sewer account holder at the address. Property owners will not be allowed to finance the connection charge if a lessee is the account holder at the address.

Upon a signed agreement to finance the connection fees, the charges will be added to the next month's water and sewer bill. Failure to pay the monthly water and sewer bill total including the financed connection charge may result in disconnection of services for non-payment. If service is disconnected, the customer will be required to pay the balance in accordance with the JWSC's service disconnection policy and any associated fees incurred as a result. Customers who have a signed agreement under this policy are not eligible for additional payment arrangements for past due balances.

Transference of the financing to new property owners will not be allowed. The JWSC will file a lien for the total amount of the connection against the property. In the event of a transfer of ownership of the property, the lien will be required to be fully satisfied. In the event the customer decides to close the active water and sewer account prior to completion of payments for connection fees, the remaining balance of the financed connection fee will be billed as part of the final bill sent to the customer.

What is Covered?

The JWSC charges Capital Improvement Fees to all new connections to the JWSC-owned water and sewer systems. These fees and associated operational charges for a new water meter set-up (if a water account) and inspection charges are eligible for this Connection Assistance Policy.

The cost of the private infrastructure (water service and/or sewer lateral) required to connect the existing structure to the public water and sewer infrastructure is not eligible for this Connection Assistance Policy. The property owner will be required to procure these services individually. The JWSC will not recommend particular contractors to perform installations of these services or contract for these services on the behalf of the property owner. Any required City of Brunswick or Glynn County building permits will be the responsibility of the property owner.

Interest Rates

At the time of signed agreement, the JWSC will hold interest rates fixed for the duration of the financing period for the individual property. Annual interest rates will be charged for financing the connection fees as shown in the table below:

Years Financed	Annual Interest Rate
3	2.0%
5	2.5%
7	3.0%
10	3.5%
15	4.0%
20	4.5%

The JWSC reserves the right to adjust interest rates as required to due to changes in financial markets. Any changes will only impact financing agreements signed after the changes are approved. No changes will be made to interest rates for existing agreements at any time. Agreements will not be eligible for refinancing.

Prepayment/Overpayment

There will be no penalty for early payoff of the remaining balance by the customer. Any customer wishing to pay off the remaining balance in accordance with this policy should contact the JWSC to determine the remaining balance.

Overpayment of a monthly bill will be credited against the account and will be used to offset future total bill amounts, including usage charges, administrative fees, and debt service charges. Overpayment cannot be applied solely to the charges financed in accordance with this policy.