

BOARD OF THE METROPOLITAN SEWERAGE DISTRICT
April 16, 2025

1. Call to Order and Roll Call:

The regular monthly meeting of the Metropolitan Sewerage District Board was held in the Boardroom of MSD's Administration Building at 2:00 pm, Wednesday, April 16, 2025. Chairman Vebaun presided with the following members present: Ashley, Bryson, Dearth, Moore, Pennington, Tarleton, Watts, and Wisler. Franklin, Lapsley, Manheimer, Pelly and Whitesides were absent.

Others present were William Clarke, General Counsel; Patty Beaver with CIBO; Tom Hartye, Hunter Carson, Scott Powell, Bart Farmer, Mike Stamey, Pam Thomas, Spencer Nay and Pam Nolan, MSD.

2. Inquiry as to Conflict of Interest:

Mr. VeHaun asked if there were any conflicts of interest with the agenda items. No conflicts were reported.

3. Approval of Minutes of the March 19, 2025 Board Meeting:

Mr. VeHaun asked if there were any changes to the Minutes of the March 19, 2025 Board Meeting. Mr. Clarke pointed out that there was an error under 11.a Consideration of Bids – Carrier Bridge Pump Station (Pipeline River Crossings). The minutes as presented state that Staff recommends award of this contract in the amount of \$112,932,000.00. This number is incorrect and should be changed to \$12,932,000.00. Mr. Moore moved for approval of the minutes with this amendment. Mr. Tarleton seconded the motion. Voice vote in favor of the motion was unanimous.

4. Discussion and Adjustment of Agenda: None.

5. Introduction of Guests:

Mr. VeHaun welcomed Patty Beaver with CIBO.

6. Informal Discussion and Public Comment: None.

7. Report of General Manager:

Mr. Hartye reported that attached is a thank you letter from New Belgium Brewing to the Pretreatment Section at MSD for helping them work through the problems brought on by the flood. Thanks to Chad Ledford, Shannon Bergeron, and the Pretreatment Section.

Mr. Hartye reported that Dana McClure of 19 Oregon Avenue called to express her appreciation for Heather Rhinehart, Kevin Devlin and the crew that installed her tap.

Mr. Hartye reported that Maggie Valley called MSD at 8:15 Sunday morning to ask for assistance as their main sewer serving downtown got severed by fallen trees from last weekend's rain and winds. The entirety of the sewage was flowing into Jonathan Creek. MSD sent our code red emergency crew and had a full 200 foot

by-pass in operation by approximately 1:30 pm. MSD is loaning pump around setup until they can complete a repair. They are looking into getting some equipment themselves. Attached are some photos. Thanks to Jason Rice, Cody Rhinehart and John Gosnell.

Mr. Hartye reported that the Personnel Committee will meet at 9 am on April 22nd. The CIP Committee will meet April 24th at 9am. The Finance Committee will meet May 8th at 2 pm. The next Regular Board Meeting will be held on May 21st at 2 pm. The April Right of Way Committee is cancelled. The next Right of Way Committee meeting will be held on May 28th at 9 am.

8. Consolidated Motion Agenda:

a. Consideration of Bids – Sand Hill Road @ Baker Place:

Mr. Hartye reported that the Sand Hill Road @ Baker Place project is located in West Asheville near the intersection of Sand Hill Road and Shelburne Road and is comprised of 1,582 LF of 8-inch ductile iron pipe. The existing 6-inch clay line had multiple structural defects and access issues due to being located under several houses. The project was advertised formally, and two sealed bids were received on January 30, 2025. Per statutes, the project was re-advertised and two sealed bids were received on February 6, 2025 as follows: Appalachian Sitework Inc. with a bid amount of \$912,228.21 and Terry Brothers Construction Company with a bid amount of \$725,322.00. The apparent low bidder is Terry Brothers Construction Company with a bid amount of \$725,322.00. Terry Brothers has extensive experience with District rehabilitation projects and continues to provide excellent workmanship. The FY 24-25 construction budget for this project is \$750,000.00. Staff recommends award of this contract to Terry Brothers Construction Company, subject to review and approval by District Counsel.

b. Consideration of Bids – Assembly Drive @ Kanawha Drive and Assembly Drive @ Texas Road Creek Crossings – Information Only:

Mr. Hartye reported that this project includes the replacement of two aerial creek crossings on Flat Creek in Montreat. Both crossings were destroyed during Hurricane Helene and have been temporarily repaired.

The project was advertised informally and three bids were received on January 27, 2025 as follows: HNH Construction with a bid amount of \$112,599.00; TP Howard's Plumbing Co., Inc. with a bid amount of \$109,296.00 and Keys Construction with a bid amount of \$101,160.00. The apparent low bidder is Keys Construction with a bid amount of \$101,160.00. Keys Construction has extensive experience with District projects and continues to provide excellent workmanship. No funds were budgeted in FY 24-25 for this project. However, sufficient funds are available in contingency. MSD has submitted this project for FEMA reimbursement in response to Hurricane Helene. Staff recommends award of this contract to Keys Construction.

c. Consideration of Bids – Porters Cove @ Swannanoa River Streambank Restoration – Information Only:

Mr. Hartye reported that this project includes streambank restoration on both sides of the Swannanoa River near the intersection of Tunnel Road and Porters Cove Road. Hurricane Helene heavily eroded the streambanks and left existing infrastructure exposed and vulnerable to future destruction. The project includes reestablishing the streambanks to pre-Helene limits for approximately 600 linear feet with fill dirt, riprap, and boulders. The project was advertised informally, and two bids were received on January 27, 2025. Both bids submitted were incomplete, so the project was readvertised informally. Two complete bids were received on February 5, 2025 as follows: Keys Construction with a bid amount of \$251,650.00 and HNH Construction with a bid amount of \$127,807.00. The apparent low bidder is HNH Construction with a bid amount of \$127,807.00. HNH Construction has extensive experience with the District projects and continues to provide satisfactory workmanship. No funds were budgeted in FY 24-25 for this project. However, sufficient funds are available in contingency. MSD has submitted this project for FEMA reimbursement in response to Hurricane Helene. Staff recommends award of this contract to HNH Construction.

d. Consideration of Sole Source Procurement of Equipment: Intermediate Clarifier Rehabilitation Ph. 2:

Mr. Hartye reported that this project is currently in Phase 1 and will be completed in the next month or two. The intermediate clarifiers were built in 1990. The troughs are in poor condition and are leaking due to significant corrosion, while the chains, flights and other underdeck equipment are in need of replacement due to wear during operation. The underdeck equipment for Phase 1 of this project was purchased from Brentwood Industries after extensive review by District Staff. MSD staff seeks to pre-purchase the same equipment for Phase 2 to standardize equipment in the Intermediate Clarifier across all four basins in accordance with the General Statutes. A proposal was received from Brentwood Industries in the amount of \$831,900.00 and is attached for review. MSD has a multi-year budget for equipment and it will not be expended this year. Staff recommends that the District sole-source procure the underdeck equipment manufactured by Polychem Solutions for the amount of \$831,900.00 and approve the attached Capital Project Ordinance. Staff recommends this sole-source due to the fact that standardization and compatibility with the existing equipment is integral to maintaining this unit.

e. Consideration of Developer Constructed Sewer Systems – Fairfax @ Maple; Givens Highland Farms Cottages; Prestige Subaru; Mills River Townhomes; Haywood Park Subdivision:

Mr. Hartye reported that the Fairfax @ Maple project is located along Fairfax Avenue and Maple Street in Buncombe County and included extending approximately 250 linear feet of 8-inch public gravity sewer to serve 5 Single-Family Residences and 1 triplex Multi-Family Residence.

Mr. Hartye reported that the Givens Highland Farms Cottages project is located along Valley Ridge Lane in Buncombe County and included extending approximately 1,355 linear feet of 8-inch public gravity sewer to serve 16 Single-Family Residences.

Mr. Hartye reported that the Prestige Subaru project is located along Bear Creek Road in Buncombe County and included extending approximately 635 linear feet of 8-inch public gravity sewer to serve 2 planned Commercial Buildings and future development of the adjacent Nowell Bear Creek property.

Mr. Hartye reported that Mills River Townhomes project is located along Jeffress Road in Henderson County and included relocating approximately 157 linear feet of 12-inch existing public sewer and extending approximately 3,110 linear feet of 8-inch public gravity sewer to serve 150 Single-Family Residences.

Mr. Hartye reported that the Haywood Park Subdivision project is located along Haywood Road in Henderson County and included extending approximately 2,340 linear feet of 8-inch public gravity sewer to serve 20 Single-Family Residences.

Staff recommends acceptance of the aforementioned developer constructed sewer systems. All MSD requirements have been met.

f. Cash Commitment Investment Report – Month ended February, 2025:

Mr. Powell reported that Page 56 presents the makeup of the District's Investment Portfolio. There has been no significant change in the makeup of the portfolio from the prior month. Page 57 presents the MSD Investment Manager's report as of the month of February. The weighted average maturity of the investment portfolio is 114 days. The yield to maturity is 4.32%. Page 58 presents the MSD analysis of cash receipts. Domestic User Fees are considered reasonable based on timing of cash receipts, as well as taking into consideration the impacts of Helene in comparison to historical trends. Industrial User Fees are considered reasonable based on timing of cash receipts and historical trends. Facility and Tap fees are above budgeted expectations due to receiving revenue from various developers throughout the fiscal year. Page 59 presents MSD's Analysis of Expenditures. O&M, Debt Service and Capital Project expenditures are considered reasonable based on historical trends and timing of cash expenditures. Page 60 presents MSD's Variable Debt Service report. The 2008 Series Bonds are performing at budgeted expectations. As of the end of March, both issues have saved the District's rate payers over \$7.9 Million in debt service since April, 2008.

With no further discussion, Mr. VeHaun called for a motion to approve the Consolidated Motion Agenda. Ms. Wisler moved, Mr. Watts seconded the motion. Roll call vote was as follows: 9 ayes; 0 Nays.

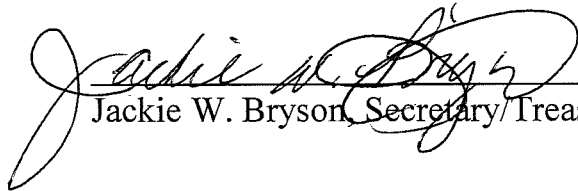
9. Old Business: None.

10. New Business:

Mr. VeHaun reported that Ms. Wisler has been appointed Chair of the Finance Committee.

11. Adjournment:

With no further business, Mr. VeHaun called for adjournment at 2:34 pm.



Jackie W. Bryson, Secretary/Treasurer



Metropolitan Sewerage District

Regular Board Meeting

April 16, 2025, 2 pm

	Agenda Item	Presenter
	Call to Order and Roll Call	VeHaun
	01. Inquiry as to Conflict of Interest	VeHaun
	02. Approval of Minutes of the March 19, 2025 Board Meeting	VeHaun
	03. Discussion and Adjustment of Agenda	VeHaun
	04. Introduction of Guests	VeHaun
	05. Informal Discussion and Public Comment	VeHaun
	06. Report of General Manager	Hartye
	07. Consolidated Motion Agenda	Hartye
	a. Consideration of Bids – Sand Hill Road @ Baker Place	Hartye
	b. Consideration of Bids – Assembly Dr. @ Kanawha Dr. & Assembly Dr. @ Texas Road Creek Crossings – Information Only	Hartye
	c. Consideration of Bids – Porters Cove @ Swannanoa River Streambank Restoration – Information Only	Hartye
	d. Consideration of Sole Source Procurement: Intermediate Clarifier Rehabilitation Ph. 2 – Equipment Procurement	Hartye
	e. Consideration of Developer Constructed Sewer Systems – Fairfax @ Maple; Givens Highland Farms Cottages; Prestige Subaru; Mills River Townhomes; Haywood Park	Hartye
	f. Cash Commitment/Investment Report-Month ended February, 2025	Powell
	08. Old Business	VeHaun
	09. New Business:	VeHaun
	10. Adjournment: (Next Meeting 05/21/25)	VeHaun
	STATUS REPORTS	

BOARD OF THE METROPOLITAN SEWERAGE DISTRICT
March 19, 2025

1. Call to Order and Roll Call:

The regular monthly meeting of the Metropolitan Sewerage District Board was held in the Boardroom of MSD's Administration Building at 2:00 pm, Wednesday, March 19, 2025. Chairman Vebaun presided with the following members present: Ashley, Bryson, Dearth, Lapsley, Manheimer, Pelly, Tarleton, Watts and Whitesides. Franklin, Moore, Pennington and Wisler were absent.

Others present were William Clarke, General Counsel; Patty Beaver with CIBO; Seth Eckard with Woodfin Sanitary Water & Sewer District; Jonathan Lovelace, Andy Brown and John Patrick with Teraflex; Tom Hartye, Hunter Carson, Scott Powell, Mike Stamey, Darin Prosser, Wesley Banner, Darrell Hess, Schuyler Taylor, Spencer Nay and Pam Nolan, MSD.

2. Election of Vice Chair of the MSD Board:

Mr. VeHaun called for nominations for Vice Chair of the MSD Board. Mr. Watts nominated Al Whitesides. Mr. Ashley seconded the motion. Mr. VeHaun called for further nominations. With no further nominations, Mr. VeHaun called for a motion that nominations be closed and that, by acclamation, Mr. Whitesides be elected as Vice Chair of the MSD Board for 2024-2025. Mr. Tarleton made the motion. Ms. Bryson seconded the motion. Voice vote in favor of the motion was unanimous.

3. Inquiry as to Conflict of Interest:

Mr. VeHaun asked if there were any conflicts of interest with the agenda items. No conflicts were reported.

4. Approval of Minutes of the January 15, 2025 Board Meeting:

Mr. VeHaun asked if there were any changes to the Minutes of the January 15, 2025 Board Meeting. Mr. Tarleton asked that Item 7, 2nd page, "how MSD is ran" be changed to "how MSD is run". With no further changes, Mr. Pelly moved for approval of the minutes. Mr. Whitesides seconded the motion. Voice vote in favor of the motion was unanimous.

5. Discussion and Adjustment of Agenda: None.

6. Introduction of Guests:

Mr. VeHaun welcomed John Patrick, Andy Brown and Jonathan Lovelace with Teraflex; Patty Beaver with CIBO; and Seth Eckard, Executive Director, Woodfin Sanitary Water & Sewer District.

7. Informal Discussion and Public Comment: None.

8. Hearing to Consider Forfeiture of Bid Security: Carrier Bridge Pump Station (Pipeline River Crossings) – Teraflex:

Mr. Hartye reported that there was a bid opening on March 6, 2025. Teraflex Group, who is represented here today, called on March 7, 2025, and notified staff that their bid contained several omissions of material costs and wanted to withdraw their bid. Their letter and supporting evidence is attached for reference. A North Carolina bidder who is bidding on a public project may withdraw its bid without forfeiture of their bid security provided they meet all General Statute requirements. Once a bidder has withdrawn its bid, it can no longer be considered for the project. The only remaining issue, which we are dealing with today, is their bid security. Mr. Hartye turned the meeting over to John Patrick to make their appeal. Mr. Patrick stated that when they submitted their bid, they did so in good faith. Upon seeing the results and reviewing, in their software there is an item that you can roll between subcontractors, suppliers, etc. with a checkbox that rolls across 3 different items in this case. That number was suppressed by accident unbeknownst to them at the time of submission. That resulted in approximately a little over a \$900,000.00 error. There was also another error that was supposed to be \$150,000.00 and \$50,000.00 was written instead. This came out to be roughly over a \$1 Million error. Mr. Lapsley asked if they had a \$1 Million difference and added that to the \$5.9 Million the bid would've been \$6.9 Million which still would've made Teraflex substantially low, but you would not have been able to be released from your bid bond. Mr. Patrick stated that they would not have withdrawn their bid. Mr. Lapsley stated that it would've then been this Board's risk to hire Teraflex at a substantially lower price knowing that you probably couldn't get it done for that price. Mr. Lapsley stated that his experience is saying that if the Board presses that issue, and agreed that your bid was in error and allowed you to correct it, it would've still made you low and we would've all been in a bad position if you got into the job for \$6.9 Million with the next lowest bid being \$12.9 Million, we would all be in a mess. Mr. Patrick stated yes, potentially. Mr. Hartye added that, not to confuse matters more following that process, but in reviewing Teraflex's submittal, MSD Staff realized that the construction of their coffer dam was not meeting the District's specifications, which were a 12-foot high coffer dam opposed to Teraflex's which was 7-feet high and would be over topping regularly. That would send red flags so we probably would have gone through a long process of determining that the bid was non-responsive, but we didn't have to do that because of this other issue. Mr. Carson added that a large part of the discrepancy in the bid prices is related to the coffer dam design. MSD's design drawings had a 12-foot tall coffer dam that was made up of large river rock. Teraflex's coffer dam was an inflatable tube that is filled with water and was going to be 7 or 8 feet tall and was able to hold back approximately 6 feet of water, substantially less than what MSD had shown in the drawings. 12 feet was actually a maximum height but there would be some questions as to how often that coffer dam would've overtopped and how long that would've extended the duration of the project as you would probably be pumping out the coffer dam after most rainfalls. Mr. Clarke added that in order to allow Teraflex to withdraw their bid, this Board has to make a finding that 1) The price bid was based upon a mistake, which constituted a substantial error; 2) The bid was submitted in good faith; 3) The bidder submits credible evidence that the mistake was clerical in nature as opposed to a judgement error; and 4) The mistake was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, apparatus, supplies, materials, equipment or services made directly in compilation of the bid that can be shown by objective evidence drawn from original work papers, documents, or materials used to prepare the bid. Mr. Ashley asked Mr.

Clarke if all of the criteria had been met. Mr. Clarke stated that it was a decision for this Board to make, that the documentation regarding withdrawal was attached and that Teraflex has submitted evidence to support its request for withdrawal. Mr. VeHaun called for a motion. Ms. Manheimer made the motion to allow Teraflex to withdraw its bid based upon the fact that the price bid was based upon a mistake, which constituted a substantial error; the bid was submitted in good faith; the bidder has submitted credible evidence that the mistake was clerical in nature as opposed to a judgement error; and the mistake was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work. Mr. Pelly seconded the motion. Voice vote in favor of the motion was unanimous.

9. Report of Committees:

a. Right of Way Committee – February 26, 2025.

Mr. Ashley reported that the Right of Way Committee met on February 26, 2025. There were two items to consider, one condemnation and four compensation budgets. Right of Way Committee recommends accepting staff's recommendations on these items.

10. Report of General Manager:

Mr. Hartye reported that Jackie Kitchen at 637 Bee Tree Road called to express her appreciation for Wayne Rice.

Mr. Hartye reported that Teshia Cook at Clingman Avenue Extension called to say she and other owners were thrilled with McKinley and crew.

Mr. Hartye reported that Kevin Bartlett at Beech Tree Road called to express his appreciation for the work Shaun Meadows did.

Mr. Hartye reported that he would like to recognize Jason Capizzi, R.L. Haynes and the entire System Services Department for their stepped-up customer service call outs for both first responders and emergency dig up crews. Attached are the stats so you can see more than double the rate of emergency response calls as a result of the impacts from the storm. Since the storm, a lot of work is going on in the stream beds where all of our lines run, and other areas where they are moving tree trunks and lines with them. There is a lot of work going on in our corridor that is doing a lot of damage and folks are stepping up.

Mr. Hartye reported that as a part of developing the preliminary budget, the Personnel Committee will meet on April 22nd at 9 am to consider Cost of Living/Merit Pay and Benefit Allocations for our Self-Funded Medical and Dental Program. The CIP Committee will meet on April 24th at 8:30 am to consider an update of the Ten-Year Capital Improvement Program and the FY 2025 Construction Fund Budget. The Finance Committee will meet May 8th at 2 pm to consider a Preliminary Budget with an updated 10-year Business Plan which will incorporate the recommendations from other Committees along with the proposed FY 2025 Operating Budget and Sewer Rates.

Mr. Hartye reported that the March 26th Right of Way Committee Meeting has been cancelled. The next Right of Way Committee meeting will be held on April 23rd at 9 am. The next Regular Board Meeting will be held on April 16th at 2 pm.

11. Consolidated Motion Agenda:

a. Consideration of Bids – Carrier Bridge Pump Station (Pipeline River Crossings):

Mr. Hartye reported that the Carrier Bridge Pump Station (CBPS) Replacement project has been separated into two smaller projects. The first project, “Pipeline River Crossings), consists of two open cut river crossings of the French Broad River. Twin 36-inch force mains will be constructed at the northeast corner of the French Broad River Park in Asheville, and a 60-inch gravity interceptor will be constructed at the southwest corner of Carrier Park. The 60-inch crossing is part of the future South French Broad Relief Interceptor project; however, it is being constructed now because it sets the elevation of the downstream CBPS. Hurricane Helene severely impacted that French Broad River Park and Carrier Park, leading to temporary closures. The District is coordinating with the City of Asheville and have a Memorandum of Understanding. MSD is trying to coordinate our really disruptive work, which is the river crossings, and do that quickly so that we can work with them in restoring the park after that work is done. The Pipeline River Crossings project was advertised formally, and five sealed bids were received on March 6, 2025 as follows: Thalle Construction Company with a bid amount of \$20,122,673.00; Haren Construction Company Inc. with a bid amount of \$14,692,000.00; Ruby-Collins Inc. with a bid amount of 14,083,615.80; Cleary Construction Inc. with a bid amount of \$12,932,000.00; and Teraflex Group with a bid amount of \$5,891,880.00. With Teraflex Group withdrawing their bid, the apparent low bidder is Cleary Construction Inc. with a bid amount of \$12,932,000.00. This will be Cleary Construction’s first project with the District. Reference checks were conducted and positive feedback was provided by each reference. Furthermore, HDR, the District’s design engineer for this project, has worked with Cleary on several projects. HDR recommends awarding the project to Cleary construction. Ms. Manheimer asked if the same contractor was performing both projects. Mr. Hartye stated yes, the one at the French Broad River Park will be done first and get out of the way so restoration can begin. Ms. Manheimer asked if these were underwater. Mr. Hartye stated yes, these both will go under the French Broad River. Staff recommends award of this contract to Cleary Construction Inc. in the amount of \$12,932,000.00, and recommends approval of the Capital Project Ordinance, subject to review and approval by District Counsel.

b. Consideration of Condemnation – Montford Avenue @ Montford Park:

Mr. Hartye reported that the Right of Way Committee recommended authority to obtain appraisal and proceed with condemnation, if necessary.

c. Consideration of Compensation Budgets – Bellevue Road, Kimberly Avenue @ Sedley Avenue; Logan Avenue; West City View Drive @ Riverside Drive:

Mr. Hartye reported that the Right of Way Committee recommended approval of these compensation budgets.

d. Consideration of Developer Constructed Sewer Systems – Belle Meadow; Brooks Cove; Crest Mountain Phase III; The Avery:

Mr. Hartye reported that the Belle Meadow project is located along Rathburn Place in Buncombe County and included extending approximately 1,730 linear feet of 8-inch public gravity sewer to serve 74 Single-Family Residences.

Mr. Hartye reported that the Brooks Cove project is located along Brooks Cove Road in Buncombe County and included extending approximately 2,357 linear feet of 8-inch public gravity sewer to serve 47 Single-Family Residences.

Mr. Hartye reported that the Crest Mountain Phase III project is located along Birdseye View Road in the City of Asheville and included extending approximately 1,329 linear feet of 8-inch public gravity sewer to serve 69 Single-Family Residences.

Mr. Hartye reported that The Avery project is located along Clingman Avenue in the City of Asheville and included relocating/abandoning approximately 270 linear feet of existing public sewer with approximately 163 linear feet of new 8-inch public gravity sewer to serve 200 Multi-Family Residences and a Commercial Space.

Staff recommends acceptance of the aforementioned developer constructed sewer systems. All MSD requirements have been met.

e. Consideration of Auditing Services Contract FY 2025:

Mr. Powell reported that Cherry Bekaert continues to provide excellent service and commits to work hard to control expenses, and pass on any additional savings to the District. For the FY 2025 engagement Cherry Bekaert's fee is \$58,000.00. It is higher than in the past and this is due to us most likely needing a single audit act that is an additional \$9,000.00. This single audit act pertains to us receiving funds from FEMA as an additional service that they have in relation to our auditing engagement. Staff recommends approval of the FY 2025 audit contract with Cherry Bekaert, LLP.

f. Second Quarter Budget to Actual Review FY 2025:

Mr. Powell reported that Domestic User Fees are below budgeted expectations due to timing delays in cash receipts as well as impacts from tropical storm Helene. Staff believes revenue will be five to ten percent below budgeted expectations for the fiscal year. The District did have issues with our billing partners because of the storm having an impact on them billing on our behalf as

well as on water behalf. We are starting to see trends, and you will see that in the January data, of us making back some of that ten percent in the coming months. Industrial User Fees are at budgeted expectations. Facility and Tap Fees are above budgeted expectations due to unanticipated revenue from various developers. Interest and miscellaneous income are above budgeted expectations. Actual short-term interest rates are higher than anticipated for the fiscal year. O&M expenditures are at 52.5% of budget. They include encumbered amounts which has elevated the budget to actual above 50%. Bond principal and interest are at 81.4%. This reflects principal and semi-annual interest payments. Amounts budgeted for capital equipment and capital projects are rarely expended proportionately throughout the year. As it pertains to this upcoming fiscal year, we do have one project that was delayed and we do anticipate our expenditures for our capital projects to be below what was budgeted. Any amounts that did not occur this year are being re-budgeted for FY 2026. For presentation purposes, Staff has reflected all costs pertaining to tropical storm Helene under the contingency line item. Staff believes all costs will be reimbursed through a combination of insurance and FEMA reimbursement. As of December 31st, that amount was approximately \$3.8 Million. It will go up a little bit because we've had some projects that have been bid out subsequent to the year, but we have fared well compared to our sister agencies. Ms. Manheimer stated that the City elected not to bill water until a very delayed period but they have to do six billing cycles in a year so that all of the capital items get billed correctly, plus trash and what not. That is obviously affecting the District and asked if the District agreed with that. Mr. Hartye stated that the District recommended that they not do that. They weren't billing until they delivered potable water which was much further along. Meanwhile, the non-potable water was being used and going through the meter and coming to the District, but they weren't billing our part of the bill. When they started billing again, we had 2 ½ months' worth and everyone was getting a big bill. Mr. Hartye stated that after the last Board Meeting, he sent out a link to all Board Members describing what's going on and Mr. Powell had an example bill to explain why everyone had such a big bill when we came back online. It was mostly just the City of Asheville. Most of the other Member Agencies were back online and started billing fairly well. The District has someone here on Scott's Staff that responds to these issues. Part of the issue is some people called in or wrote in about where they were asked to flush the system and they were having a higher bill. The District's answer to that is that we will look at the last 12 months and figure out what their average bill was and adjust accordingly. Ms. Manheimer stated that City Council keeps asking if they can go to a monthly billing system which would include the District and were told that it can't happen until the new meters are all installed. They are now halfway through that long process. There was some further discussion regarding the amounts of the bills. Mr. Powell stated that the District is navigating through this and for all customers that were using water to flush their system, we are taking a look at that and have made a few adjustments pertaining to that. Most of the issues have been the days of service in that billing cycle and that's what has elevated the cost as it pertains to the sewer portion.

g. Cash Commitment Investment Report – Month ended January, 2025:

Mr. Powell reported that Page 85 presents the makeup of the District's Investment Portfolio. There has been no significant change in the makeup of the portfolio from the prior month. Page 86 presents the MSD Investment Manager's report as of the month of January. The weighted average maturity of the investment portfolio is 114 days. The yield to maturity is 4.43%. Page 87 presents the MSD analysis of cash receipts. Domestic User Fees are considered reasonable based on timing of cash receipts and historical trends. Industrial User Fees are considered reasonable based on timing of cash receipts and historical trends. Facility and Tap fees are above budgeted expectations due to receiving revenue from various developers. Page 88 presents MSD's Analysis of Expenditures. O&M, Debt Service and Capital Project expenditures are considered reasonable based on historical trends and timing of cash expenditures. Page 89 presents MSD's Variable Debt Service report. The 2008 Series Bonds are performing at budgeted expectations. As of the end of February, both issues have saved the District's rate payers over \$7.9 Million in debt service since April, 2008.

With no further discussion, Mr. VeHaun called for a motion to approve the Consolidated Motion Agenda. Mr. Watts moved, Mr. Ashley seconded the motion. Voice vote in favor of the motion was unanimous.

12. Old Business: None.

13. New Business: None.

14. Adjournment:

With no further business, Mr. VeHaun called for adjournment at 2:34 pm.

Jackie W. Bryson, Secretary/Treasurer



MEMORANDUM

TO: MSD Board
FROM: Thomas E. Hartye, P.E., General Manager
DATE: April 11, 2025
SUBJECT: Report from the General Manager

- Kudos
 - Attached is a thank you letter from New Belgium Brewing to the Pretreatment Section at MSD for helping them work through the problems brought on by the flood. Thanks to Chad Ledford, Shannon Bergeron and the Pretreatment Section.
 - Dana McClure of 19 Oregon Ave. called to express her appreciation for Heather Rhinehart, Kevin Devlin, and the crew that installed her tap. She said the staff did a remarkable job of being helpful to her. They could not have been nicer. She was expecting a battle, but everyone was very helpful and pleasant.
 - Maggie Valley called MSD at 9:15 Sunday morning to ask for assistance as their main sewer line serving downtown got severed by fallen trees from last weekend's rain and winds. The entirety of the sewage was flowing into Jonathon creek. MSD sent our code red emergency crew and had a full 200 foot by-pass in operation by approximately 1:30 pm. MSD is loaning pump around setup until they can complete a repair. Attached are some photos. Thanks to Jason Rice, Cody Rhinehart and John Gosnell.

- Board/Committee Meetings/Events

The Personnel Committee will meet 9am April 22nd. The CIP Committee will meet April 24th at 8:30 am. The Finance Committee will meet May 8th at 2 pm. The next Regular Board Meeting will be held on May 21st at 2 pm. The April ROW Committee is cancelled. The next Right of Way Committee meeting will be held on May 28th at 9am.



NEW
BELGIUM



Dear partners at the Metropolitan Sewerage District,

I'm so glad to be back in Asheville this week celebrating a little return to normal following a long, but ongoing, road to recovery for our brewery. For the first time since the devastation of Hurricane Helene, we have canned beer at our Asheville brewery – a milestone that represents much more for us than just a simple can of beer.

When we lost more than 30% of our capacity overnight as a result of record-breaking flood waters, we questioned whether we'd even be able to salvage the brewery. Now, we're back up and running in just over 3 months' time. And with each passing day, despite so much heartbreaking loss, the city of Asheville shines a bit brighter.

Much like our business, the road to recovery has been a human-powered endeavor. We've seen it in the resilience of the Asheville community, the efforts of our exceptionally dedicated team, and the generosity of our friends that help us along the way. **We are so incredibly grateful for you and your partnership, particularly your generosity with your time, expertise, and resources – all of which have been invaluable to us during this time.**

For more than 30 years, we've believed that people are at the heart of everything we do – that when *business* prioritizes the wellbeing of coworkers, their families, and their communities, it creates a positive ripple effect that benefits everyone. We thank you for embodying these values and demonstrating what it means to be a Human Powered Business. Your support has been instrumental in helping our community build a stronger, brighter future together, and we look forward to sharing a beer with you soon.

Cheers,

Shaun Belongie - CEO, New Belgium Brewing,

And the New Belgium Leadership Team

NEW BELGIUM FORT COLLINS BREWERY • 500 Linden St, Fort Collins, CO 80524
NEW BELGIUM ASHEVILLE BREWERY • 91 Craven St, Asheville, NC 28806
BELL'S BREWERY • 8938 Krum Ave, Comstock, MI 49053
DALEVILLE BREWERY • 555 International Pkwy, Daleville, VA 24083



Thank you to Jason Rice, Cody Rhinehart, John Gosnell for the hard work on a Sunday morning!



Emergency Assistance to the Town of Maggie Valley, NC – Sunday April 6, 2025

Metropolitan Sewerage District of Buncombe County

BOARD ACTION ITEM

BOARD MEETING DATE: April 16, 2025

SUBMITTED BY: Tom Hartye, P.E. – General Manager

PREPARED BY: Hunter Carson, P.E. – Director of Engineering
Shaun Armistead, P.E. – Project Manager

SUBJECT: Consideration of Bids: Sand Hill Rd @ Baker Place Sanitary Sewer Rehabilitation Project, MSD Project No. 2015223

BACKGROUND: The Sand Hill Rd @ Baker Place project is located in West Asheville near the intersection of Sand Hill Rd and Shelburne Rd and is comprised of 1,582 LF of 8-inch ductile iron pipe.

The existing line is 6-inch clay with multiple structural defects and access issues due to being located under several houses. This project has a pipe rating of 56.

The project was advertised formally, and two sealed bids were received on January 30, 2025. Per NCGS bidding requirements, the project was re-advertised, and two sealed bids were received on February 6, at 2:00pm in the following amounts:

<u>Contractor</u>	<u>Bid</u>
1) Appalachian Sitework, Inc.	\$ 912,228.21
2) Terry Brother Construction Co.	\$ 725,322.00

The apparent low bidder is Terry Brothers Construction Company with a bid amount of \$725,322.00. Terry Brothers Construction Company has extensive experience with District rehabilitation projects and continues to provide excellent workmanship.

FISCAL IMPACT: The FY 24-25 construction budget for this project is \$750,000.

STAFF RECOMMENDATION: Staff recommends award of this contract to Terry Brothers Construction Company, contingent upon review and approval by District Counsel.

METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY, NORTH CAROLINA

Sand Hill Rd @ Baker Place Sewer Rehabilitation

Project No. 2015223

BID TABULATION

February 6, 2025

BIDDER	Bid Bond	MBE Form	Bid Forms (Proposal)	TOTAL BID AMOUNT
Appalachian Sitework Inc	5%	Yes	Yes	\$912,228.21
Terry Brothers Construction Company	5%	Yes	Yes	\$725,322.00

APPARENT LOW BIDDER



Shaun Armistead, P.E.
Project Engineer
Metropolitan Sewerage District of
Buncombe County, North Carolina

This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 p.m. on the 25th day of July, 2024, in the W.H. Mull Building at the Metropolitan Sewerage District of Buncombe County, Asheville, North Carolina, and that said bids were accompanied by acceptable bidders bonds in the amount of 5% of the bid.

Metropolitan Sewerage District of Buncombe County, North Carolina
CAPITAL IMPROVEMENT PROGRAM

BUDGET DATA SHEET - FY 2024 - 2025

PROJECT:	Sand Hill Road @ Baker Place	LOCATION:	W. Asheville
TYPE:	General Sewer Rehab.	PIPE RATING:	56
PROJECT NO.	2015223	TOTAL LF:	1,582
PROJECT BUDGET:	\$941,450.00	PROJECT ORIGIN:	Work Orders, Line Condition

DESCRIPTION	ESTIMATED PROJECT COST	TOTAL EXPENDS THRU 12/31/23	EST. COST JAN - JUNE 2024	BUDGET FY 24-25
55310 - PRELIM. ENGINEERING				
55320 - SURVEY - DESIGN	\$11,300.00	\$11,300.00		
55330 - DESIGN				
55340 - PERMITS	\$1,000.00		\$1,000.00	
55350 - SPECIAL STUDIES				
55360 - EASEMENT PLATS	\$8,650.00		\$8,650.00	
55370 - LEGAL FEES	\$13,000.00		\$12,000.00	\$1,000.00
55380 - ACQUISITION SERVICES				
55390 - COMPENSATION	\$116,000.00		\$86,000.00	\$30,000.00
55400 - APPRAISAL	\$7,000.00			\$7,000.00
55410 - CONDEMNATION	\$28,000.00			\$28,000.00
55420 - CONSTRUCTION	\$750,000.00			\$750,000.00
55430 - CONST. CONTRACT ADM.				
55440 - TESTING	\$1,000.00			\$1,000.00
55450 - SURVEY - ASBUILT	\$5,500.00			\$5,500.00
TOTAL AMOUNT	\$941,450.00	\$11,300.00	\$107,650.00	\$822,500.00

ENGINEER:	MSD	SA	ESTIMATED BUDGETS - FY 26 - 34	
R.O.W. ACQUISITION:	MSD	# PLATS: [12]	FY 25-26	\$0.00
CONTRACTOR:			FY 26-27	\$0.00
CONSTRUCTION ADM:	MSD		FY 27-28	\$0.00
INSPECTION:	MSD		FY 28-29	\$0.00
			FY 29-30	\$0.00
			FY 30-31	\$0.00
PROJECT DESCRIPTION: This project is located in West Asheville and is comprised of 1,582 LF of 8-inch ductile iron pipe. The existing line is a 6-inch VCP with multiple structural defects and access issues due to being located under several houses.			FY 31-32	\$0.00
			FY 32-33	\$0.00
			FY 33-34	\$0.00

SPECIAL PROJECT NOTES:



**Sand Hill Road at Baker Place
Project No. 2015223**

NOT TO SCALE



METROPOLITAN SEWERAGE DISTRICT
of
BUNCOMBE COUNTY, NORTH CAROLINA

Budget Map

Metropolitan Sewerage District of Buncombe County

INFORMATION ONLY ITEM

BOARD MEETING DATE: April 16, 2025

SUBMITTED BY: Tom Hartye, P.E. – General Manager

PREPARED BY: Hunter Carson, P.E. – Director of Engineering
Tim Hensley, P.E. – Project Manager

SUBJECT: Consideration of Informal Bids:
Assembly Dr @ Kanawha Dr. & Assembly Dr @ Texas Rd Sewer Creek Crossings
Hurricane Helene Related Sanitary Sewer Rehabilitation Project
MSD Project No. 2024257H & 2024257I

BACKGROUND: This project includes the replacement of two aerial creek crossings on Flat Creek in Montreat. Both crossings were destroyed during Hurricane Helene and have been temporarily repaired. Assembly Dr. @ Texas Rd. includes the replacement of two concrete support piers and the installation of approximately 40 LF of new 8" ductile iron pipe. Assembly Dr. @ Kanawha Dr. includes the replacement of two concrete piers and the installation of approximately 43 LF of new 8" steel pipe.

The project was advertised informally, and three bids were received on January 27, 2025:

<u>Contractor</u>	<u>Bid</u>
1) HNH Construction	\$112,599.00
2) TP Howard's Plumbing Co, Inc.	\$109,296.00
3) Keys Construction	\$101,160.00

The apparent low bidder is Keys Construction with a bid amount of \$101,160.00. Keys Construction has extensive experience with District projects and continues to provide excellent workmanship.

FISCAL IMPACT: No funds were budgeted in FY 24-25 for this project, however, sufficient funds are available in contingency. MSD has submitted this project for FEMA reimbursement in response to Hurricane Helene.

STAFF RECOMMENDATION: Staff recommends award of this contract to Keys Construction.

METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY

**ASSEMBLY DRIVE @ KANAWHA & ASSEMBLY DRIVE
@ TEXAS RD SEWER CROSSINGS**

PROJECT NO. 2024257H & 2024257I

BID TABULATION

January 27, 2025

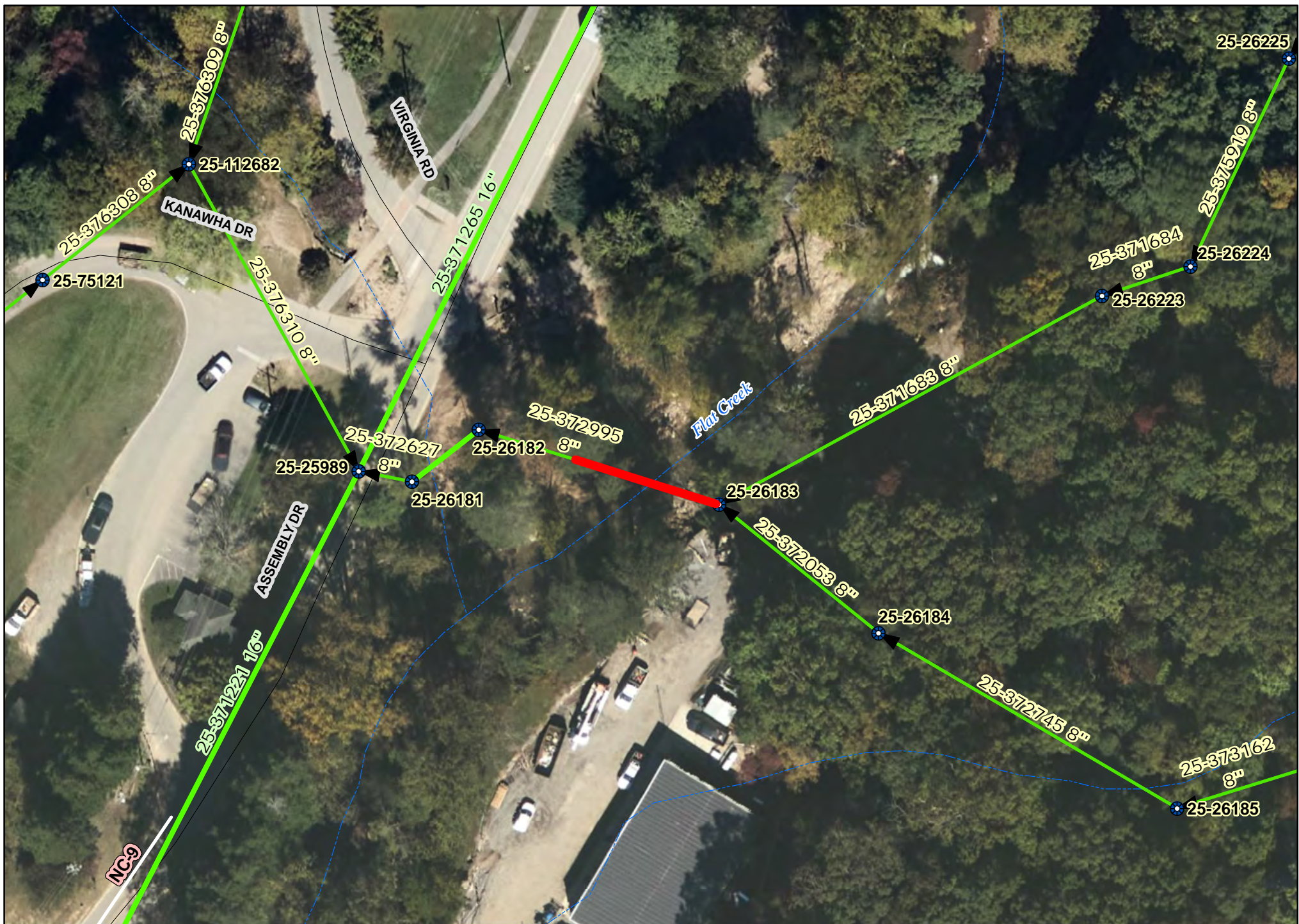
BIDDER	Bid Bond	MBE Form	(Proposal)	TOTAL BID AMOUNT
HNH Construction	0%	N/A	No	*\$112,599.00
TP Howard's Plumbing	0%	N/A	Yes	\$109,296.00
Key Construction	0%	N/A	Yes	\$101,160.00

APPARENT LOW BIDDER

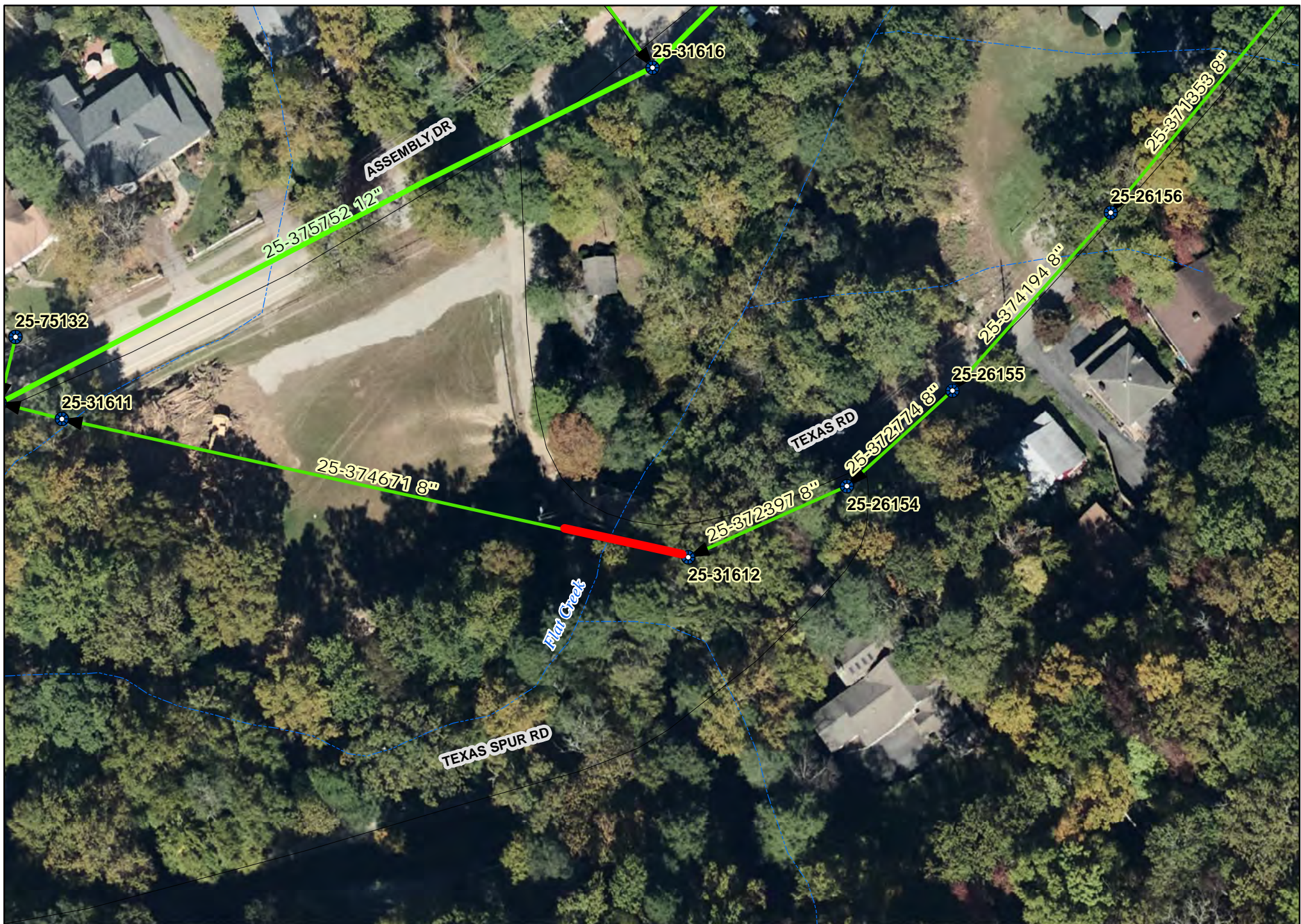
* Indicates error on submitted bid sheet

Tim Hensley, P.E.
Project Engineer
Metropolitan Sewerage District of
Buncombe County, North Carolina





Assembly Dr. @ Kanawha Dr. Sewer Creek Crossing
Hurricane Helene Related Sanitary Seer Rehab Project
MSD Project No. 2024257H



Assembly Dr. @ Texas Rd Sewer Creek Crossing
Hurricane Helene Related Sanitary Seer Rehab Project
MSD Project No. 20242571

Metropolitan Sewerage District of Buncombe County

INFORMATION ONLY ITEM

BOARD MEETING DATE: April 16, 2025

SUBMITTED BY: Tom Hartye, P.E. – General Manager

PREPARED BY: Hunter Carson, P.E. – Director of Engineering
Tim Hensley, P.E. – Project Manager

SUBJECT: Consideration of Informal Bids:
Porters Cove @ Swannanoa River Streambank Restoration
Hurricane Helene Related Sanitary Sewer Rehabilitation Project
MSD Project No. 2024257G

BACKGROUND: This project includes streambank restoration on both sides of the Swannanoa River near the intersection of Tunnel Rd and Porters Cove Rd in East Asheville. Hurricane Helene heavily eroded the streambanks and left existing sewer infrastructure exposed and vulnerable to future destruction. The project includes reestablishing the streambanks to pre-Helene limits for approximately 600 linear feet with fill dirt, riprap, and boulders.

The project was advertised informally, and two bids were received on January 27, 2025. Both bids submitted were incomplete, so the project was readvertised informally, and two complete bids were received on February 5, 2025.

<u>Contractor</u>	<u>Bid</u>
1) Key Construction	\$251,650.00
2) HNH Construction	\$127,807.00

The apparent low bidder is HNH Construction with a bid amount of \$127,807.00. HNH Construction has extensive experience with District projects and continues to provide satisfactory workmanship.

FISCAL IMPACT: No funds were budgeted in FY 24-25 for this project; however, sufficient funds are available in contingency. MSD has submitted this project for FEMA reimbursement in response to Hurricane Helene.

STAFF RECOMMENDATION: Staff recommends award of this contract to HNH Construction.

METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY

PORTERS COVE @ SWANNANOA RIVER STREAMBANK RESTORATION

PROJECT NO. 2024257G

BID TABULATION

February 5, 2025

BIDDER	Bid Bond	MBE Form	(Proposal)	TOTAL BID AMOUNT
Key Construction	0%	N/A	Yes	\$ 251,650.00
HNH Construction	0%	N/A	Yes	\$ 127,807.00

APPARENT LOW BIDDER

Tim Hensley, P.E.
Project Engineer
Metropolitan Sewerage District of
Buncombe County, North Carolina





Porters Cove @ Swannanoa River Streambank Restoration
Hurricane Helene Related Sanitary Seer Rehab Project
MSD Project No. 2024257G

Metropolitan Sewerage District of Buncombe County

BOARD ACTION ITEM

BOARD MEETING DATE: April 16, 2025

SUBMITTED BY: Tom Hartye, P.E. – General Manager

PREPARED BY: Hunter Carson, P.E. – Director of Engineering
Shaun Armistead, P.E. – Project Manager

SUBJECT: Consideration of Sole Source Procurement of Equipment: Intermediate Clarifier Rehabilitation Ph 2, MSD Project No. 2022024

BACKGROUND: The intermediate clarifier was placed into service in 1990. Clarified water flows upward through one of four clarifier basins and overflows into a series of aluminum effluent troughs, while solids settle out and are swept along the bottom of the basin by boards (flights) mounted on chains that run the length of the basin, which are in turn moved by gears near the center of the clarifier. The troughs are in poor condition and are leaking due to significant corrosion, while the chains, flights, and other underdeck equipment are in need of replacement due to wear during operation.

The intermediate clarifier rehabilitation project has been divided into multiple phases: Phase I, scheduled for completion in Spring 2025, will replace effluent troughs and underdeck equipment in the southwestern basin of the intermediate clarifier. After a brief trial period for the new fiberglass reinforced polymer troughs, Phase II will replace the same equipment in the other three basins.

Underdeck equipment for Phase I of this project was purchased from Brentwood Industries and manufactured by Polychem Solutions after extensive review by District Staff.

MSD staff seeks to pre-purchase the underdeck equipment for Phase II of this project via sole source procurement contract to standardize equipment in the Intermediate Clarifier across all four basins, in accordance with NCGS 143-129(e)(6). A proposal was received from Brentwood Industries in the amount of \$831,900.00 and is attached for review.

FISCAL IMPACT: The FY 24-25 construction budget is \$1,490,000.00, however, due to equipment lead times, no expenditures are anticipated in FY 24-25. Funds will be rebudgeted accordingly in the FY 25-26 CIP budget.

STAFF RECOMMENDATION: Staff recommends that the District sole-source procure the underdeck equipment manufactured by Polychem Solutions for the amount of \$831,900.00.

Staff recommends this sole-source due to the fact that standardization and compatibility with the existing equipment is integral to maintaining this unit.

**INTERMEDIATE CLARIFIER REHABILITATION PH 2
EQUIPMENT PROCUREMENT CONTRACT
CAPITAL PROJECT ORDINANCE**

BE IT ORDAINED by the Board of the Metropolitan Sewerage District of Buncombe County, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Intermediate Clarifier Rehabilitation Ph 2 – Equipment Procurement Contract Capital Project Ordinance is hereby adopted:

Section 1. The project authorized is the Intermediate Clarifier Rehabilitation Ph 2 – Equipment Procurement Contract to be financed in whole or in part by appropriated net position.

Section 2. The following amounts are appropriated for the project:

Capital Expenditures	<u>\$ 831,900.00</u>
-----------------------------	-----------------------------

Section 3. The following revenues are anticipated to be available to provide for these expenditures:

Transfer from General Fund	<u>\$ 831,900.00</u>
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Section 4. The Finance Officer is hereby directed to maintain within the Construction Fund sufficient specified detailed accounting records to satisfy all financial reporting requirements.

Section 5. Funds may be advanced from the Operations and Maintenance fund if necessary for the purpose of making payments as due.

Section 6. The Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 7. Copies of this Intermediate Clarifier Rehabilitation Ph 2 – Equipment Procurement Contract Project Ordinance shall be furnished to the Secretary of the Governing Board, and to the Finance Officer for direction carrying out this project.

ADOPTED this Sixteenth day of April, 2025.

**ATTEST: BOARD OF THE METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE
COUNTY, NORTH CAROLINA**

M. Jerry VeHaun, Chairman

Jackie W. Bryson Secretary/Treasurer

APPROVED AS TO FORM:

William Clarke, Legal Counsel
Metropolitan Sewerage District
of Buncombe County, NC



BUDGETARY PROPOSAL #WG08568

**ASHEVILLE, NC - WWTP - INTERMEDIATE CLARIFIERS
1, 2 & 4 REFURBISHMENT**

March 20, 2025

Attn: Shaun Armistead
MSD of Buncombe County
2020 Riverside Drive
Asheville NC 28804

Phone: 828-225-8269
email: ShaunA@msdbc.org

Re: Asheville, NC - WWTP - Intermediate Clarifiers 1, 2 & 4 Refurbishment
Polychem™ Chain and Flight Sludge Collection System

POLYCHEM SOLUTIONS PROPOSAL

Brentwood Industries, Polychem Brand, proposes and offers to supply all materials and services as an Approved manufacturer and in general accordance with Brentwood's standard practices and specifications, clarifications, and information provided.

TECHNICAL SPECIFICATION(S): N/A

SECTION(S): N/A

ADDENDA RECEIVED: N/A

BRENTWOOD PROPOSES TO FURNISH POLYCHEM CHAIN AND FLIGHT EQUIPMENT AS FOLLOWS:

Six (6) Longitudinal Collector Mechanisms, Approximately
139.5 FT Long x 16 FT Wide x 12 FT AWD, 3 Shaft System
and

Three (3) Cross Collector Mechanisms, Approximately
33.5 FT Long x 5 FT Wide x 16.5 FT AWD, 3 Shaft System

Please note this proposal is based upon the evaluation of Clarifier #3 and the corresponding Polychem Solutions field report. This should also be considered representative of the existing conditions in Clarifiers 1, 2 and 4 as it is of a similar configuration and vintage.

This proposal has been prepared as a complete Polychem Solutions package and is optimized to address your specific needs. It incorporates project level cost savings where applicable. If line item pricing is required, please understand that additional time will be required and individual prices will result in an increased overall price to account for item specific packaging fees and freight premiums.



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BUDGETARY PROPOSAL #WG08568

**ASHEVILLE, NC - WWTP - INTERMEDIATE CLARIFIERS
1, 2 & 4 REFURBISHMENT**

MANUFACTURER'S REPRESENTATIVE:

Please direct all questions regarding this proposal to Brentwood's local area sales representative:

Contact: Paul Jackson

Representative: Interstate Utility Sales, Inc.

Address: PO Box 1506
Matthews NC 28106
USA

Phone Number: (704) 367-1970

Email: pjackson@iusinc.com

BRENTWOOD REGIONAL SALES MANAGER:

Contact: Bill Dixie

Phone Number: (610)-347-9098

Email: bill.dixie@brentwoodindustries.com



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BUDGETARY PROPOSAL #WG08568

**ASHEVILLE, NC - WWTP - INTERMEDIATE CLARIFIERS
1, 2 & 4 REFURBISHMENT**

***ITEMS INCLUDED:**

COLLECTORS & GENERAL ITEMS	DESCRIPTION / MATERIAL
Drive Chain	NH78, Reinforced Nylon Resin w/ GritShield 301 SS Barrel Wrap and 303 SS Pins
Collector Chain Pins and Retainer Clips	Glass Reinforced Nylon Pins w/ Acetal Retainer Clips
Collector Chain Links	NCS-720-S, Reinforced Thermoplastic Polyester Resin w/ GritShield 301 SS Barrel Wrap
Half Links	NCS-720-S, Reinforced Thermoplastic Polyester Resin, 3-inch Pitch, w/ GritShield SS Barrel Wrap
Flight Attachment Links	NCS-720-S, Reinforced Thermoplastic Polyester Resin w/ GritShield 301 SS Barrel Wrap, F-22-8
Flights (Longitudinal Collectors)	3"x8" nominal C-Channel w/ Integral Lip, Fiberglass Reinforced Plastic, spaced at 10 Ft (3.05 m) intervals
Flights (Cross Collectors)	3"x8" nominal C-Channel w/ Integral Lip, Fiberglass Reinforced Plastic, spaced at 5 Ft (1.52 m) intervals
Wear Shoes	Nylon 6-6
Hardware	316 SS
Flight Squeegee Assemblies (2 Per long)	Neoprene w/FRP Backing and 316 SS Hardware
Fillerblocks	Polypropylene
Headshaft Spindles	Cast Nylon-6
Headshaft(s) - TrueSpan Field Adjustable	Biaxially Wrapped Fiberglass Epoxy Tube(s) w/ Internal UHMW-PE Tubular Bearings
Headshaft(s)	Biaxially Wrapped Fiberglass Epoxy Tube(s) w/ Internal UHMW-PE Tubular Bearings
Driven Sprocket(s)	NH78, 40T, Cast Nylon-6, w/integral teeth
Collector Sprockets for Headshaft(s)	NCS-720-S, 23T, Cast Nylon-6
Shaft Couplings	Fiberglass, Pre-drilled
Beaded Bushing Keys	Nylon
Collector Sprockets for Idler Shafts	NCS-720-S, 17T, Cast Nylon-6
Static Shaft Sleeve Bearing	UHMW-PE, Split, w/316 ss Clamping Bands



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BUDGETARY PROPOSAL #WG08568

**ASHEVILLE, NC - WWTP - INTERMEDIATE CLARIFIERS
1, 2 & 4 REFURBISHMENT**

***ITEMS INCLUDED (Continued):**

[illegible]

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Brentwood Industries, Inc. | 500 Spring Ridge Drive | Reading, PA 19610, USA





BUDGETARY PROPOSAL #WG08568

**ASHEVILLE, NC - WWTP - INTERMEDIATE CLARIFIERS
1, 2 & 4 REFURBISHMENT**

The following total estimated spare parts will be furnished for this project. After engineering, quantities may vary from quantities listed below. Spare Parts will be packaged separately and plainly identified.

SPARE PARTS INCLUDED	
QTY	DESCRIPTION
20	feet of drive chain
10%	of all collector chain furnished
10%	of all chain-to-flight attachment links furnished
5	longitudinal flights complete with wear shoes, fillerblocks, and hardware
5	Cross Collector Flights complete with wear shoes, fillerblocks, and hardware

ITEMS SPECIFICALLY <u>NOT</u> INCLUDED	
1	Idler Shafts and Wall Bearings
2	Limit Switch(es) and Support(s)
3	Drive Sprocket Assembly / Torque Overload Protection Device
4	Drive Unit Motor and Reducer
5	Base Plate for Drive Unit
6	Chain Guard
7	SmartGuard Flight and Sprocket Monitoring System
8	Rotating Scum Troughs or Helical Skimmers
9	Control Panel(s)
10	Effluent Troughs, Weirs, Baffles
11	Seismic Calculations
12	Hold Down Rail, 304 SS
13	Tank Measurements
14	PE Stamp of Submittals



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BUDGETARY PROPOSAL #WG08568

**ASHEVILLE, NC - WWTP - INTERMEDIATE CLARIFIERS
1, 2 & 4 REFURBISHMENT**

Brentwood meets or exceeds the specification as written except for items listed in the below table.
Brentwood offers the following clarifications and/or deviations to the specification

	CLARIFICATIONS
	Based upon Brentwood's engineering review, the in-tank laser scan of Clarifier #3 correlates with the as-built drawings provided for all intermediate clarifiers. It was also confirmed by email that Basins 1&2 are mirror images of basins 3&4. The proposed scope reflects the scope provided for Clarifier #3 on Project WGZ0083400 and measurent scan trips are not included.
	During the field service trip for contractor installation oversight on Clarifier #3, it was identified that drive chain tighteners required replacement to ensure proper operation of the new equipment and they were purchased. Please note new drive chain tightener assemblies are included in this scope.
	It was also discussed during the field service trip that carbon steel flat bars are welded to the top of T-rails on the tank floor and some project higher than the new wear strip. It was previously discussed the plant/contractor would remove the existing steel flat bar and install the new wear strip directly to the tank floor to avoid clearance issues prior to startup.
	The concrete floor was observed to be uneven at several points during the field service visit and based on the original recommendation in the evaluation report, two squeegee flight assemblies per longitudinal collector are also included in the scope.
	Please note three separate field service trips are included for final inspection and startup. An additional trip is included and can be utilized as needed.
	The estimated freight is based on all equipment shipping at the same time.
	Installation oversight can be quoted upon request to the installing contractor. It is recommended to allow for one trip with two or three days on site.



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BUDGETARY PROPOSAL #WG08568

**ASHEVILLE, NC - WWTP - INTERMEDIATE CLARIFIERS
1, 2 & 4 REFURBISHMENT**

EXISTING CONCRETE STRUCTURE (IF APPLICABLE):

Pricing and schedule are based on limited structural information provided at the time of quotation and assume the necessary existing tank dimensions will be provided by purchaser in a timely manner to facilitate the start of submittals. In lieu of customer supplied tank dimensions, purchaser may elect to procure Brentwood's Tank Measurement services. Should the verified tank dimensions and equipment conditions differ from the information provided for quotation, and/or require special bracketry or supporting structures, Brentwood reserves the right to revise pricing and schedule accordingly. Delays associated with receipt of complete tank measurements, incomplete information from RFI's, and release and approval to manufacture may result in changes to the price and schedule.

TANK MEASUREMENTS:

Tank Measurements are NOT included in this price or proposal, but can be provided and billed per attached published field labor and expense rates. If measurement services are purchased, Brentwood will require the assistance of one (1) person while on site to support tank measurements, and tanks must be completely drained and cleaned before entrance. In addition, customer / contractor shall supply all necessary equipment to safely access tanks (ladders, lighting, etc.). Tank measurement services require a minimum 2 week notice and are based on technician availability.

SUBMITTALS:

Based upon the budgetary nature of this proposal, submittals are not included in the price. In the event that the scope of any options and delivery can be refined, lead time and pricing for any requested submittals will be included in future revisions.

TIME AND DELIVERY:

1. Brentwood will advise the current engineering lead time required to review existing structural and equipment information, design equipment layout within the tank, and develop a bill of materials after receipt of a purchase order.
2. We further propose to furnish the equipment approximately eighteen (18) weeks after receipt of required dimensions and completion of engineering work which will constitute release to manufacturing.
3. Final lead time will be confirmed after receipt of executed purchase order and order is fully processed.

FREIGHT:

Freight allowed, best way, point of manufacture to job site. Requests for specific methods of shipment will be at requestors' expense. On-site transportation, unloading, and storage costs by others.

WEIGHT AND VOLUME:

Estimated weight is 31,700 Lbs. Estimated volume is Two (2) Truck(s).

TAXES:

Pricing does not include any States' sales tax if applicable, unless otherwise stated.



CONFIDENCE. Today, Tomorrow, Together.





BUDGETARY PROPOSAL #WG08568

**ASHEVILLE, NC - WWTP - INTERMEDIATE CLARIFIERS
1, 2 & 4 REFURBISHMENT**

SCHEDULE OF VALUES & PAYMENT TERMS:

1. 100% Net 30 Days from i) shipment of material or ii) Seller's notification to Buyer of finished materials ready for shipment & being held at Brentwood's facility beyond scheduled shipment date, whichever occurs first.
2. These terms are not contingent upon or in conjunction with any agreement purchaser has with other parties.
3. For Brentwood Water & Wastewater Standard Terms and Conditions visit:
<https://www.brentwoodindustries.com/terms/>

ESCALATION:

The price(s) quoted are subject to adjustment to reflect increases in material cost(s), should these increases in price exceed 3% during the specified Schedule of Construction. Increases are based on price indexes for PVC (ChemData) and Stainless Steel (MEPS International), which can be provided upon request. It is understood and agreed that it will be Brentwood's option whether to invoke escalation, should the price exceed this amount.

BILL AND HOLD:

If Purchaser fails to take delivery on any scheduled delivery date based on the terms of the executed purchase Agreement, Brentwood reserves the right to reallocate any Product to other projects and reschedule production for the delayed Product. Purchaser will be required to accept any increase in price associated with the repurchase of material to fulfill the purchased Product requirements and the Product Delivery Date will be rescheduled in conjunction with current production schedules.

If the Purchaser requests that Brentwood holds Product in excess of an agreed upon delivery date and Brentwood agrees to hold the Product, Purchaser will provide written notification to Brentwood to store the Product at its facilities for a period of time prior to shipment ("Bill and Hold"). Brentwood will provide written confirmation of the Bill and Hold to Purchaser, including a Statement of Transfer of Title and invoice.

Payment for the Bill and Hold material is due in accordance with the agreed upon terms in the executed purchase Agreement except to the extent dates must be adjusted due to delivery rescheduling, in which case adjusted dates will be shown on the invoice. All payments will be made in accordance with the invoiced payment terms and instructions. For all Bill and Holds, Purchaser acknowledges that (i) they have made a fixed commitment to purchase the Product, (ii) risk of ownership for the Product passes to Purchaser upon signing Statement of Transfer, (iii) Purchaser has requested that the Product be on a Bill and Hold basis for legitimate business purposes, (iv) if no delivery date is determined at the time of invoicing and Statement of Transfer and Brentwood does not receive a request for delivery within two (2) months from the Bill and Hold invoice date, Brentwood has the right to release the shipment upon written notice to Purchaser any time following the two (2) month period from Bill and Hold invoice date. Brentwood shall be entitled to storage charges of 1 ½% per month of the purchase value of stored material beginning 30 days after Bill and Hold invoice date and continuing until the Product is picked up by Purchaser or shipped by Brentwood. Upon receipt of request from Purchaser to ship the stored Product, Brentwood shall use commercially reasonable efforts to ship the Product within two (2) to 4 (four) business weeks following confirmed receipt of such request.



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BUDGETARY PROPOSAL #WG08568

**ASHEVILLE, NC - WWTP - INTERMEDIATE CLARIFIERS
1, 2 & 4 REFURBISHMENT**

VALIDITY:

This proposal is valid for a period not to exceed 90 days from latest date shown above unless extended by Brentwood in writing. Pricing on this project is based upon shipment schedule as shown above. Extensions to delivery timelines or requests for staged shipments may require renegotiation of pricing.

FIELD SERVICE STARTUP AND TRAINING:

The services of a qualified Brentwood field technician is included to assist in inspection of installed equipment, startup and field testing, certification, and operator training, if required by specification. Duration limited to Four (4) trip(s) for Five (5) man-day(s) on site total. Non use of contractual field service days does not generate a credit on this project. Field service requires a minimum 2 week notice and is based on technician availability. Less notice may be accommodated with additional costs.

OPERATION AND MAINTENANCE MANUALS:

One (1) digital copy of our non-site specific O&M manual will be furnished on or before shipment of equipment. Digital copy can be downloaded from our FTP site or furnished on a USB Flash drive. Digital copy of O&M shall be in Adobe pdf format and be locked and uneditable.

WARRANTY:

Brentwood warrants material supplied on this project to be free from defects in workmanship or materials for a period of twelve (12) months from date of certification by an authorized Brentwood representative or eighteen (18) months from date of shipment, whichever shall occur first. Warranty excludes labor to install or remove parts. Chain and flight system is designed for continuous operation, and intermittent operation is not recommended due to potential for excess sludge build up. Damage resulting from intermittent operation of chain and flight equipment is not covered under this warranty.

PAINTING AND COATINGS:

Stainless Steel and plastic equipment shall not be painted. Unless otherwise specified, all ferrous wetted components will be provided with a surface preparation of SSPC-SP10 Near White Metal and a shop primer 1 coat of Sherwin Williams Dura-Plate 235 Multi-Purpose Epoxy @ 4 Mils D.F.T. It is the responsibility of the contractor to ensure finish paint is compatible with specified primer. Any adhesion issues between coats are not the responsibility of Brentwood. The top coat must be applied within 6 months of the prime coat, otherwise the assembly surface will need to be abraded or the primer will need to be removed and surface preparation redone prior to application of the top coat, by others. OEM components above deck (drive units, bearings, actuators, etc.) shall be furnished with manufacturer's factory finish.

AMERICAN IRON AND STEEL ACT:

Per Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Brentwood's Polychem brand clarifier System and accessories is considered a mechanical system and is not considered construction material or structural steel subject to AIS requirements.



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BUDGETARY PROPOSAL #WG08568

**ASHEVILLE, NC - WWTP - INTERMEDIATE CLARIFIERS
1, 2 & 4 REFURBISHMENT**

GENERAL EXCLUSIONS*:

1. Foundations, supports for Polychem equipment (diaphragm plates) or special mounting plates.
2. Bid, performance, supply, or maintenance bonds.
3. Installation of equipment and anchor systems, concrete, sealing compounds, shim stock or grout.
4. Grouting behind return track wall brackets is not included, but is required for these systems.
5. Tools or spare parts (unless listed elsewhere in this Proposal).
6. All reducer oil, bearing grease, or other lubricants.
7. Field paint, touch-up, finish painting, or finish coatings.
8. Unloading, hauling, erection, and storage of equipment.
9. Grease line piping (unless listed elsewhere in this Proposal) or grease guns.
10. Any electrical components or controls not shown in items included section of this Proposal.
11. All control panels (unless listed elsewhere within this Proposal), unistrut supports / mounting for control panels, electrical conduit, wires, or wiring, wire fittings, or boxes.
12. Wall Sleeves for scum troughs, weirs, baffles, overflow weirs, effluent troughs.
13. Anchor pull out testing.
14. PI&D drawings
15. Conduit sizing or drawings.
16. Detailed specific storage plans or maintenance schedules for installed equipment outside of Brentwood's standard maintenance and preventative maintenance information.
17. Factory assembly of components.
18. Any component shown or described on a drawing and not included in the Items Included section of this Proposal, or any component or service not shown in this Proposal.

**unless above items are listed as included elsewhere in this Proposal, they are excluded.*



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3/20/2025
12 of 17

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BUDGETARY PROPOSAL #WG08568

ASHEVILLE, NC - WWTP - INTERMEDIATE CLARIFIERS
1, 2 & 4 REFURBISHMENT

PRICING SUMMARY:

LUMP SUM TOTAL BASE PRICE: \$831,900.00

Additional pricing can be provided upon request for SmartGuard Collector Monitoring, Installation Oversight, Scum Troughs, Recommended safety stock of spare parts, new high efficiency drive units, Manufacturers training on Periodic Maintenance procedures, product familiarization and new product updates or customizable PM Oversight yearly inspection contracts.

Proposal Submitted By:

Ryan Putt

Ryan Putt, Solutions Supervisor
Brentwood Industries, Polychem Brand
email: ryan.putt@brentwoodindustries.com



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FIELD SERVICE RATES

EFFECTIVE
2022 - 2025


DOMESTIC DAILY RATES PER 8 HOUR DAY

SERVICE SPECIALIST	2022	2023	2024	2025
Straight Time	\$1,890.00	\$1,003.00	\$2,123.00	\$2,250.00
OT and Saturday	\$2,027.00	\$2,996.00	\$3,175.00	\$3,365.00
Sunday and Holiday	\$3,780.00	\$4,006.00	\$4,246.00	\$4,500.00

INTERNATIONAL DAILY RATES PER 8 HOUR DAY

SERVICE SPECIALIST	2022	2023	2024	2025
Straight Time	\$2,268.00	\$2,404.00	\$2,548.00	\$2,701.00
OT and Saturday	\$3,402.00	\$3,606.00	\$3,822.00	\$4,051.00
Sunday and Holiday	\$4,536.00	\$4,816.00	\$5,099.00	\$5,404.00

Definition of Labor Rates

Straight time applies to first eight (8) hours worked and traveled Monday through Friday. Any time worked over 8 hours, up to four (4) hours worked and traveled past eight (8) on Monday through Friday, first twelve (12) hours worked on Saturday will be charged at overtime rate. Standby time will be charged at the applicable rate. In case of long-term assignments, Field Service personnel will be rotated at Buyer's expense.

Expenses

Meals, lodging, and incidental expenses will be billed at cost + 15%. Employee travel expenses will be charged at cost +15% for airfare, rental vehicles, taxis and freight. Mileage rate is \$0.95 per mile. Rental of lifting or other special equipment, outside inspection services, additional sub contracted services, etc. will be cost +15%.

Notes:

1. This rate sheet supersedes all previously issued rate sheets.
2. All prices in US dollars.
3. Any "site-specific" training required will be billed as time worked.
4. Customer to furnish water, oils, solvents and will dispose of same. Customer will also furnish power and air, parts, ladders, access to job-site, overhead crane upon request, and all necessary work permits.
5. Rates are "Portal-to-Portal". Travel time, to and from the site, will be considered hours worked and billed at the applicable rate.
6. Stand-by time will be considered hours worked and billed at the applicable rates according to the following:
 - a. Stand-by from home base - 8 hours per day.
 - b. Stand-by while mobilized and in the field - 8 hours per day.
7. A 4-hour minimum will apply to all service work.
8. Rates quoted are subject to adjustment without notice to conform to Seller's published rates in effect at the time service is performed.
9. This offer is subject to Buyer's acceptance of the Conditions above.
10. This offer and any work performed as a result are exclusively governed by our Terms and Conditions attached. Any additional or conflicting terms contained in any document or purchase order issued authorizing work are expressly objected to in advance and shall not apply, except with the express written consent from Brentwood Industries.



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3/20/2025
14 of 17



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Buyer:

Seller:

Brentwood Industries, Inc.
500 Spring Ridge Drive
Reading, PA 19610

Purchase Order No.: _____

This Purchase Order ("PO") made this _____ day of _____, 20____, by and between Buyer and Seller to purchase Polychem Equipment (product) based upon Seller's Proposal No.: WG08568

QTY	DESCRIPTION OF PRODUCT

LUMP SUM TOTAL PRICE: _____

Pricing does not include any sales tax if applicable. Payment terms are as stated in proposal.

Final lead times will be advised after Seller's receipt of executed purchase order and order is fully processed. Delivery shall be eighteen (18) weeks after receipt of required dimensions and completion of engineering work which will constitute release to manufacturing. Shipping terms in accordance with Seller's Proposal.

Seller's acceptance is expressly conditioned upon the sole inclusion and incorporation of Proposal No. WG08568 and Brentwood's Standard Term and Conditions of Sale incorporated herein by reference. Each party to this PO agrees that Proposal #WG08568 and Brentwood's Standard Term's and Conditions are the sole, controlling terms for the PO.

IN WITNESS WHEREOF, the parties hereto have executed this PO by their authorized representatives.

(BUYER)

(DATE)

Brentwood Industries, Inc.

(DATE)



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Brentwood Water Group (Water & Wastewater) Standard Terms and Conditions of Sale

Applicability and Acceptance

These terms and conditions of sale ("Terms") are the only terms which govern the sale of product ("Product") by Brentwood Industries, Inc. ("Brentwood") to Purchaser ("Purchaser"). Brentwood and Purchaser together are the "Parties" and each a "Party" herein. Brentwood's accompanying quotation or proposal (collectively "Proposal") and these Terms (collectively this "Agreement"), comprise the entire agreement between the Parties and supersede all understandings, agreements, negotiations, representations, or communications. In the event of a conflict between these Terms and a Proposal, the terms and conditions in the Proposal prevail. Brentwood's commencement of work or service does not constitute acceptance of any Purchase Order. No Purchase Orders will be binding upon Brentwood without express written acceptance by an authorized Brentwood employee. These Terms will be the sole, controlling terms for Purchaser's Purchase Order ("Purchase Order") and no other terms and conditions will apply.

Pricing and Payment:

Payment to be 100% prepayment of goods before shipment unless a credit application has been completed and an extension of credit has been approved. Approved payment terms shall be due in full within thirty (30) days from invoice date. Pricing is in accordance with Brentwood's Proposal. Brentwood reserves the right to adjust the Proposal price at any future time due to raw material and/or labor cost fluctuations greater than +/- 3%.

Shipment and Title:

The shipment terms unless stated otherwise in Brentwood's Proposal will be EXWORKS. Risk of loss and title transfer at Brentwood's facility. Brentwood may, without liability or penalty, make partial shipments of Products to Purchaser.

Inspection and Claims:

Upon delivery of Product, Purchaser must inspect the Product for freight damage and must notify Brentwood in writing within five (5) days after delivery. Furthermore, Purchaser agrees to inspect and accept the Product within a reasonable timeframe. Brentwood may waive claims not made in accordance with the above terms in this section.

Default:

Purchaser's failure to make payment as agreed and according to invoices or Purchaser's failure to perform any of its other obligations under this Agreement constitutes a default. In the event of default, Brentwood will provide written Notice of the default (in accordance with the Notices section of this Agreement) to Purchaser. If Purchaser does not i) correct the default or ii) address how it plans to correct the default in writing to Brentwood within five (5) business days from receipt of Notice of default, Purchaser will remain in default and Brentwood may do any of the following, (i) exercise any and all other rights and remedies of a secured Party under Article 9 of the UCC or applicable law; (ii) suspend any further Product deliveries or provision of services until Purchaser pays its obligations in full; iii) be excused from any of its performance obligations under this Agreement resulting from Purchaser's delays or inability to complete its obligations; iv) send Purchaser's past due invoice(s) to collections for nonpayment of obligations and report Purchaser's non-payment to appropriate credit agency.

Delays: :

Delays in project schedule beyond the expected ship date not caused by Brentwood which result in additional costs not included in quoted price may be invoiced by Brentwood to Purchaser.

Storage Fees:

Unless otherwise agreed upon by Brentwood and Purchaser, in the event Purchaser notifies Brentwood it cannot take delivery on the agreed upon delivery date on the face of Purchaser's Purchase Order, Brentwood will store the Product free of charge for up to thirty (30) days after the initially agreed delivery date. After the thirtieth (30th) day, Purchaser agrees to pay a monthly storage fee equal to one and one-half (1.5%) percent of the invoice price of the Product. The monthly storage fee will be due in full upon receipt of invoice for the storage fee regardless of whether Purchaser has been invoiced or has paid for the Product.

Termination:

Brentwood or Purchaser may terminate this Agreement if either Party defaults by materially breaching its obligations in this Agreement, provided the breaching Party does not commence correction of the breach within five (5) business days from receipt of written notice of default. The Parties will agree upon a reasonable amount of time to correct the breach. In the event the Party in default fails to correct the breach within the agreed upon time frame, the other Party may terminate the Agreement by providing written notification to the Party in default. In the event of termination, the Purchaser agrees to pay Brentwood cancellation charges in accordance with the table below based on the Purchase Order Value.

Contracted Shipment (weeks)	Elapsed Time – from date of Executed Purchase Order to date of Cancellation (weeks)															
	0 - 2	2.01 - 4	4.01 - 6	6.01 - 8	8.01 - 12	12.01 - 16	16.01 - 20	20.01 - 24	24.01 - 28	28.01 - 32	32.01 - 36	36.01 - 40	40.01 - 44	44.01 - 48	48.01 - 52	52.01 - 56
Up to 8	20	50	75	100												
8.01 - 12	15	40	60	80	100											
12.01 - 16	10	25	45	60	85	100										
16.01 - 20	10	15	25	45	65	85	100									
20.01 - 24	10	10	20	25	50	70	90	100								
24.01 - 28	10	10	15	20	25	50	70	90	100							
28.01 - 32	10	10	10	15	20	35	60	75	90	100						
32.01 - 36	10	10	10	15	20	25	50	60	85	95	100					
36.01 - 40	10	10	10	10	15	25	50	60	70	85	95	100				
40.01 - 44	10	10	10	10	15	25	45	55	65	80	90	95	100			
44.01 - 48	10	10	10	10	15	25	45	55	60	65	80	90	95	100		
48.01 - 52	10	10	10	10	15	20	40	50	55	60	70	85	90	95	100	
52.01 - 56	10	10	10	10	15	20	35	50	55	60	70	80	85	90	95	100

Changes:

Purchase Order changes are subject to Brentwood's written approval, and additional time and charges may apply. Brentwood will not be liable for any delays due to change order requests. Brentwood may make changes to its Product without obligation, apply or manufacture such changes in any Product manufactured prior thereto. Brentwood may make such changes to any ordered Product as does not, in Brentwood's reasonable judgment, interfere with the satisfactory operation of the Product.

Taxes:

All government charges upon the production, shipment or sale of the Product, including, without limitation, sales, use, occupation, export and import taxes, and any other impositions by any government whatsoever, direct or indirect, including those required to be collected by Brentwood, will be paid by Purchaser or, in lieu thereof, Purchaser will furnish Brentwood with an exemption certificate acceptable to the taxing authority. Brentwood reserves and Purchaser disclaims all rights to drawback of duties paid on materials used in the manufacture of the Product. Purchaser will supply Brentwood with proof of exportation and all other documents necessary and otherwise cooperate to obtain payment thereof.

Returns:

No Product may be returned for credit or otherwise unless Purchaser receives Brentwood's authorization. Product authorized for return or credit must be returned in good condition, in its original packaging with completed identification and with all supporting documentation detailing of any claimed defect as required by Brentwood. All shipping and freight charges shall be prepaid by the Purchaser. The returned Product may be subject to a restocking charge of 30%.



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3/20/2025
16 of 17



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Warranty:

Brentwood warrants against defects in materials and workmanship. Warranty coverage is contingent on proper storage, installation, use, operation, maintenance, and shutdown procedures, all occurring under ordinary conditions and in compliance with good industry standards, the approved design criteria, Brentwood's approved Submittal and Operation and Maintenance Manual. The Warranty period shall be limited to twelve (12) months from Product shipment. The terms of this Warranty shall be modified only through written agreement by an authorized Brentwood employee. The remedy for a covered defect during the Warranty period shall be limited, at Brentwood's option and control, to repair or replacement of defective Parts and Components, including shipping costs. The remedy excludes costs of labor, removal of non-conforming Products, and expenses related to installation of the replacement Products.

THE TERMS OF THIS WARRANTY ARE THE SOLE AND EXCLUSIVE OBLIGATION OF BRENTWOOD TO PURCHASER OR THIRD PARTY FOR CLAIMS RELATED TO THE PRODUCT. UNDER NO CIRCUMSTANCE SHALL BRENTWOOD BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OR ANY OTHER LOSS, COST, OR EXPENSE OTHER THAN SPECIFICALLY STATED IN THIS WARRANTY. OTHER THAN THE EXPRESS LIMITED WARRANTIES MADE HEREIN, BRENTWOOD EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, WITH RESPECT TO ANY SERVICE OR DELIVERABLE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES WHICH MAY ARISE FROM PRIOR COURSE OF DEALING, CUSTOM, TRADE USAGE, PROVISION OF SAMPLES, PRODUCT LITERATURE OR WEBSITE CONTENT.

Limitation of Liability:

REGARDLESS OF THE FORM OF ACTION, BRENTWOOD'S LIABILITY RELATING TO THE PRODUCT OR THE MANUFACTURE, SHIPPING, SALE OR USE OF THE PRODUCT SHALL NOT EXCEED THE PRICE PAID BY PURCHASER FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CAUSE OF ACTION. BRENTWOOD, ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, DOWNTIME, FAILURE TO DETECT ANY FLAW IN ANY SUBJECT MATTER OF ANY TEST, LOSS OF GOODWILL, BUSINESS INTERRUPTION, DELAY IN PERFORMANCE, OR LOST OPPORTUNITIES. REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE IN CONNECTION WITH THE SUPPLY OR SUBSEQUENT USE OR POSSIBILITY OF SUCH DAMAGES.

Indemnification:

Purchaser will at all times indemnify, defend and hold harmless Brentwood, its officers, directors, employees, agents, servants and representatives from and against any and all damages, liabilities, losses, claims, suits, penalties, fines, costs, and expenses, including attorneys' fees (collectively, "Claims") arising directly or indirectly out of or in connection with any (a) infringement or misappropriation of any patent, trademark, or other intellectual property right, including third Party rights, arising from Brentwood's adherence to Purchaser's Specifications; (b) use, operation or possession of Brentwood Product, except to the extent the Claim arises from the gross negligence or willful misconduct of Brentwood; or (c) breach by Purchaser of any provision of any Agreement with or obligation to Brentwood.

Brentwood will at all times indemnify, defend and hold harmless Purchaser from and against loss, injury, damage and liability arising directly in connection with bodily injury death, or destruction of tangible or real property, including loss of use directly resulting from or caused by Brentwood or Brentwood's product, its negligent act, error, omission or for damages arising from Brentwood's gross negligence or willful misconduct in performance of its obligations under this Agreement. Claims and damages are limited to Brentwood's proportionate percentage of negligence and/or fault.

Insurance:

Brentwood will maintain and carry insurance including, but not limited to Commercial General Liability in a sum of \$1,000,000 per occurrence and Workers Compensation in amounts as required by applicable statute. Additional coverages may be available. Upon request, Brentwood will provide to Purchaser a certificate of insurance evidencing its coverages.

Confidential Information:

All non-public, confidential and proprietary information ("Confidential Information"), whether disclosed orally or reduced to writing, whether or not marked or otherwise designated or not identified as such. Confidential Information does not include information which: (i) is or becomes available to the public generally (other than as a result of a disclosure by the Purchaser in violation of this Agreement); (ii) is subject to public disclosure under any federal, state or local law, ordinance or regulation; (iii) becomes available to Purchaser on a non-confidential basis from a source other than Brentwood; or (iv) was known by or was available to Purchaser prior to or at the time Brentwood disclosed it.

Purchaser agrees to protect and safeguard all Confidential Information with at least the same degree of care as the Purchaser would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Purchaser shall hold all Confidential Information in confidence and shall disclose it only to its employees needing to use the Confidential Information for the limited purposes of this Agreement and said employees shall be bound to the confidentiality Terms of this Agreement. No other disclosure of Confidential Information is allowed unless written permission is granted by Brentwood. Purchaser agrees not to use Brentwood's Confidential Information for any purpose other than this Agreement. Purchaser agrees not to use the Confidential Information in any manner to Brentwood's detriment, including without limitation, to reverse engineer, disassemble, analyze, decompile, copy, modify, develop, or design.

Force Majeure:

Brentwood shall not be liable or responsible to Purchaser, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent Brentwood's failure or delay is caused by or results from a force majeure event, including, acts of God; flood, fire, earthquake, pandemics, disease outbreaks, explosions or other natural disasters; war, invasion, hostilities, terrorist acts, civil unrest; government orders or actions; embargoes or blockades in effect on or after the date of this Agreement; national emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances; shortage of adequate raw materials, labor, power, or transportation facilities; and other similar events beyond the reasonable control of Brentwood.

Brentwood shall give notice within fourteen (14) days of the force majeure event or as soon as reasonably practicable to Brentwood, stating the period of time the occurrence is expected to continue. Brentwood shall use diligent efforts to end the failure or delay and ensure the effects of such are minimized. Brentwood shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event Brentwood remains unable to perform its obligations within ten (10) weeks from notice of force majeure event Purchaser may terminate the Agreement.

Governing Law and Jurisdiction:

This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania without reference to conflicts of law principles. The Parties hereby agree that disputes hereunder shall be subject to the exclusive jurisdiction and venue of the courts of Berks County, Pennsylvania, in either the Pennsylvania Court of Common Pleas or the United States District Court for the Eastern District of Pennsylvania. The Purchaser waives any objections based on personal or subject matter jurisdiction or venue.

Export Control:

Purchaser will not use, distribute, transfer, or transmit any Product, components or technical information (even if incorporated into other products) provided in connection with this transaction except in compliance with U.S. export laws and regulations (the "Export Laws"). Purchaser will not, directly or indirectly export or re-export the following items to any country which is in the then-current list of prohibited countries specified in any applicable Export Laws: (a) the Product, components or technical data disclosed or provided to Purchaser by Brentwood; or (b) any improvements or variations of such Product, components or technical data. Purchaser agrees to promptly inform Brentwood in writing of any written authorization issued by the U.S. Department of Commerce office of export licensing to export or re-export any such items referenced in (a) or (b). The obligations stated above in this clause will survive the expiration, cancellation or termination of this Agreement.

Translation:

This document may be translated into one or more languages; however, the English translation shall be the official version and shall prevail over other translations. All dollar amounts are United States currency unless specified otherwise. Purchaser shall abide by the United States Foreign Corrupt Practices Act of 1997, as amended.

Assignment:

Purchaser shall not assign or delegate its obligation hereunder without Brentwood's written consent, and any attempted assignment or delegation without such written consent shall be void.

Waiver:

No waiver by Brentwood of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Brentwood. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any



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3/20/2025
17 of 17



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Severability:

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Notices:

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the face of the Proposal or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid or certified or registered mail (in each case, read receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Authority:

The individual assenting to or executing any documents or orders, whether as a hard copy or, on behalf of Purchaser acknowledges, represents and warrants that he or she has read and understands these Terms and Conditions and has been duly authorized by the Purchaser to execute such on behalf of the Purchaser and bind the Purchaser to these Terms and Conditions.

Relationship of the Parties:

The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

Survival:

Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

Amendment and Modification:

This Agreement may only be amended or modified in writing by Brentwood and executed by an authorized representative of each Party.

By signing below both Parties accept Brentwood Water Group (Water and Wastewater) Standard Terms and Conditions of Sale.

BRENTWOOD INDUSTRIES, INC.

By: _____

Print Name: _____

Title: _____

Brentwood Industries, Inc.

PURCHASER

By: _____

Print Name: _____

Title: _____

Company: _____



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Metropolitan Sewerage District of Buncombe County, North Carolina
CAPITAL IMPROVEMENT PROGRAM

BUDGET DATA SHEET - FY 2024 - 2025

PROJECT:	Int. Clarifier Eff. Trough Rehab	LOCATION:	MSD - Treatment Plant
TYPE:	Treatment Plant	PIPE RATING:	N/A
PROJECT NO.	2022024	TOTAL LF:	0
PROJECT BUDGET:	\$3,278,597.00	PROJECT ORIGIN:	Aging Infrastructure, Poor condition

DESCRIPTION	ESTIMATED PROJECT COST	TOTAL EXPENDS THRU 12/31/23	EST. COST JAN - JUNE 2024	BUDGET FY 24-25
55310 - PRELIM. ENGINEERING				
55320 - SURVEY - DESIGN				
55330 - DESIGN				
55340 - PERMITS				
55350 - SPECIAL STUDIES				
55360 - EASEMENT PLATS				
55370 - LEGAL FEES	\$113.00	\$113.00		
55380 - ACQUISITION SERVICES				
55390 - COMPENSATION				
55400 - APPRAISAL				
55410 - CONDEMNATION				
55420 - CONSTRUCTION	\$3,278,484.00	\$16,084.00	\$360,000.00	\$1,490,000.00
55430 - CONST. CONTRACT ADM.				
55440 - TESTING				
55450 - SURVEY - ASBUILT				
TOTAL AMOUNT	\$3,278,597.00	\$16,197.00	\$360,000.00	\$1,490,000.00

ENGINEER:	MSD	SA	ESTIMATED BUDGETS - FY 26 - 34	
R.O.W. ACQUISITION:	MSD	# PLATS: [0]	FY 25-26	\$1,412,400.00
CONTRACTOR:			FY 26-27	\$0.00
CONSTRUCTION ADM.:	MSD		FY 27-28	\$0.00
INSPECTION:	MSD		FY 28-29	\$0.00
			FY 29-30	\$0.00
			FY 30-31	\$0.00
PROJECT DESCRIPTION: The intermediate clarifier was placed into service in 1990. Clarified water flows upward through one of four clarifier basins and overflows into a series of aluminum effluent troughs. These troughs are in poor condition and are leaking. This project includes surface preparation and coating application to make the existing troughs watertight and resistant to further corrosion.			FY 31-32	\$0.00
			FY 32-33	\$0.00
			FY 33-34	\$0.00
SPECIAL PROJECT NOTES: This project will be phased over two years to evaluate effectiveness of coating				



Intermediate Clarifier Effluent Trough Rehab Project No. 2022024

NOT TO SCALE



METROPOLITAN SEWERAGE DISTRICT
of
BUNCOMBE COUNTY, NORTH CAROLINA

Budget Map

Metropolitan Sewerage District of Buncombe County

Board Action Item

BOARD MEETING DATE: April 16, 2025

SUBMITTED BY: Tom Hartye, P.E. - General Manager

REVIEWED BY: Hunter Carson, P.E. - Engineering Director

PREPARED BY: Samuel Gettleman, P.G. – Planning and Development Manager

SUBJECT: Acceptance of Developer Constructed Sewer System for the Fairfax and Maple Sewer Extension, MSD Project No. 2021154.

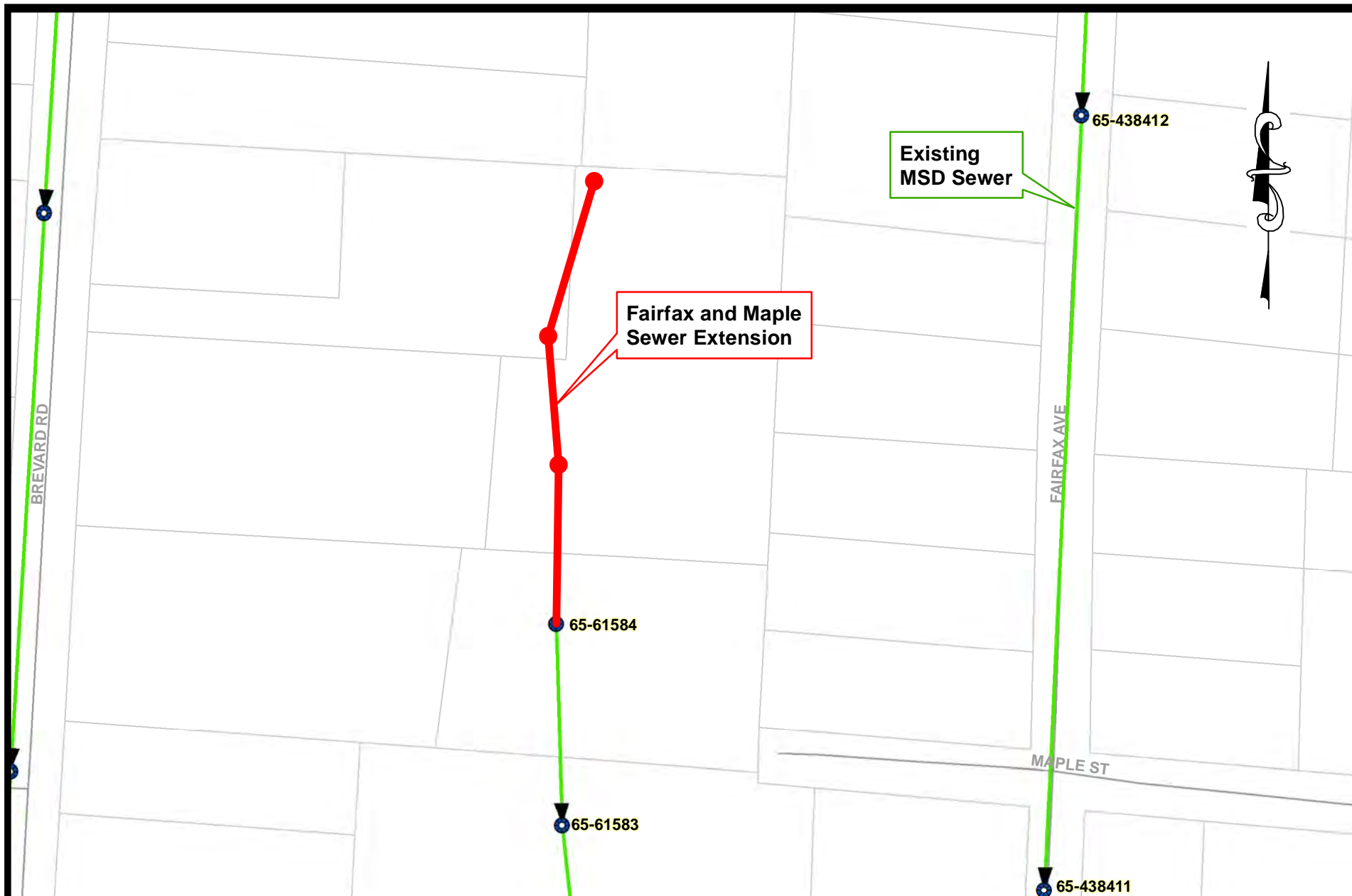
BACKGROUND: This project is located inside the District boundary along Fairfax Avenue and Maple Street in Buncombe County. The developer of the project is Stephen Vance of 55 Fairfax Avenue.

The project included extending approximately 250 linear feet of 8-inch public gravity sewer to serve the Single and Multi-Family Residential Development.

The wastewater allocation for this phase of the development is 1,800 GPD for the five (5) Single-Family and one (1) triplex Multi-Family Residences. The estimated cost of the sewer construction is \$62,500.00.

All MSD requirements have been met.

STAFF RECOMMENDATION: Staff recommends acceptance of this developer constructed sewer system.



MSD
Engineering Division

Fairfax and Maple Sewer Extension MSD Project # 2021154

Metropolitan Sewerage District of Buncombe County

04/03/2025

Metropolitan Sewerage District of Buncombe County

Board Action Item

BOARD MEETING DATE: April 16, 2025

SUBMITTED BY: Tom Hartye, P.E. - General Manager

REVIEWED BY: Hunter Carson, P.E. - Engineering Director

PREPARED BY: Samuel Gettleman, P.G. – Planning and Development Manager

SUBJECT: Acceptance of Developer Constructed Sewer System for the Givens Highland Farms Cottages Sewer Extension, MSD Project No. 2018272.

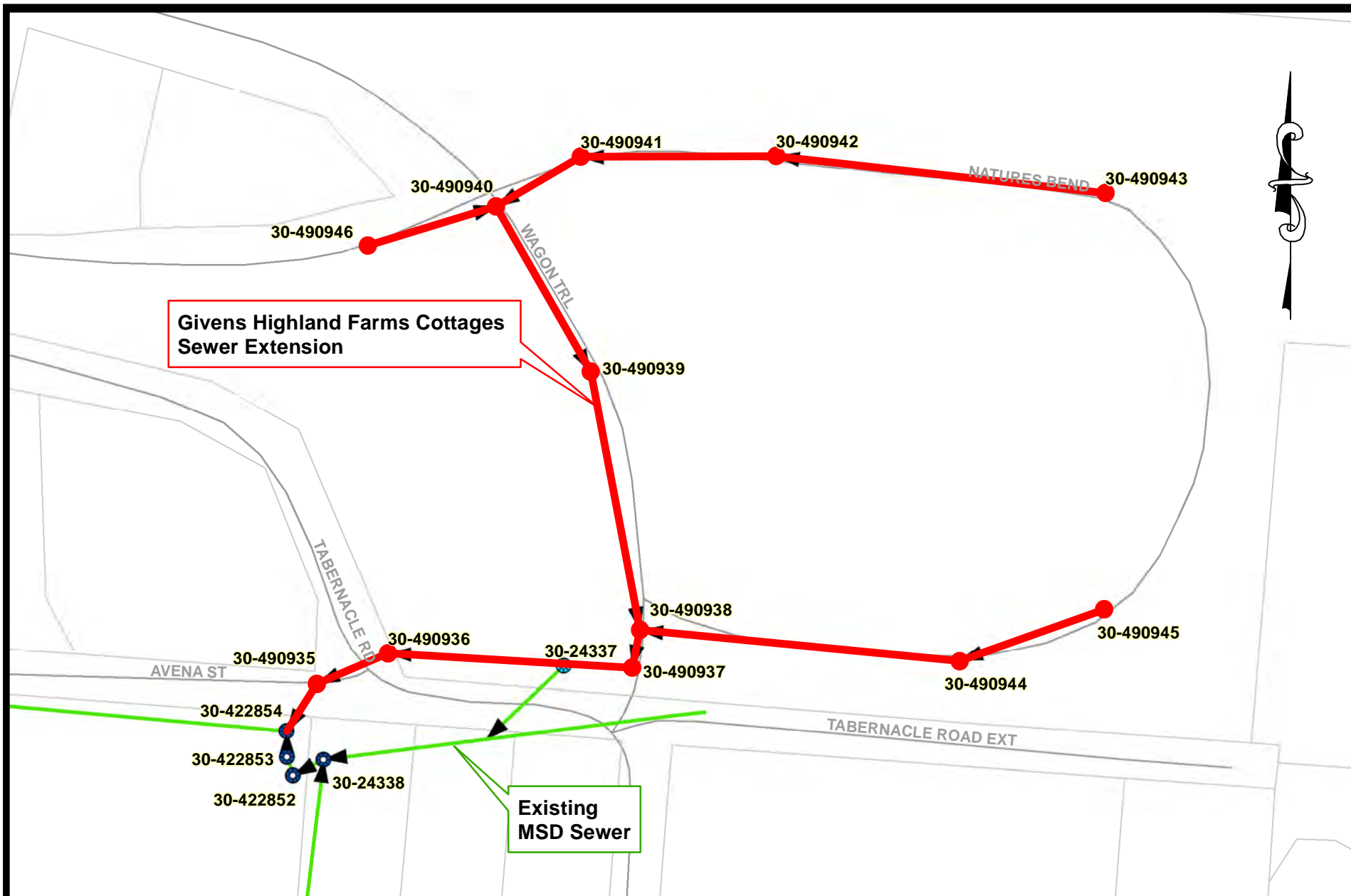
BACKGROUND: This project is located inside the District boundary along Valley Ridge Lane in Buncombe County. The developer of the project is Ken Kramer of Givens Highland Farm, LLC.

The project included extending approximately 1,355 linear feet of 8-inch public gravity sewer to serve the Single-Family Residential Development.

The wastewater allocation for this phase of the development is 3,000 GPD for the sixteen (16) Single-Family Residences. The estimated cost of the sewer construction is \$188,780.00.

All MSD requirements have been met.

STAFF RECOMMENDATION: Staff recommends acceptance of this developer constructed sewer system.



MSD
Engineering Division

Givens Highland Farms Cottages Sewer Extension MSD Project # 2018272

Metropolitan Sewerage District of Buncombe County

04/03/2025

Metropolitan Sewerage District of Buncombe County

Board Action Item

BOARD MEETING DATE: April 16, 2025

SUBMITTED BY: Tom Hartye, P.E. - General Manager

REVIEWED BY: Hunter Carson, P.E. - Engineering Director

PREPARED BY: Samuel Gettleman, P.G. – Planning and Development Manager

SUBJECT: Acceptance of Developer Constructed Sewer System for the Prestige Subaru Sewer Extension, MSD Project No. 2022134.

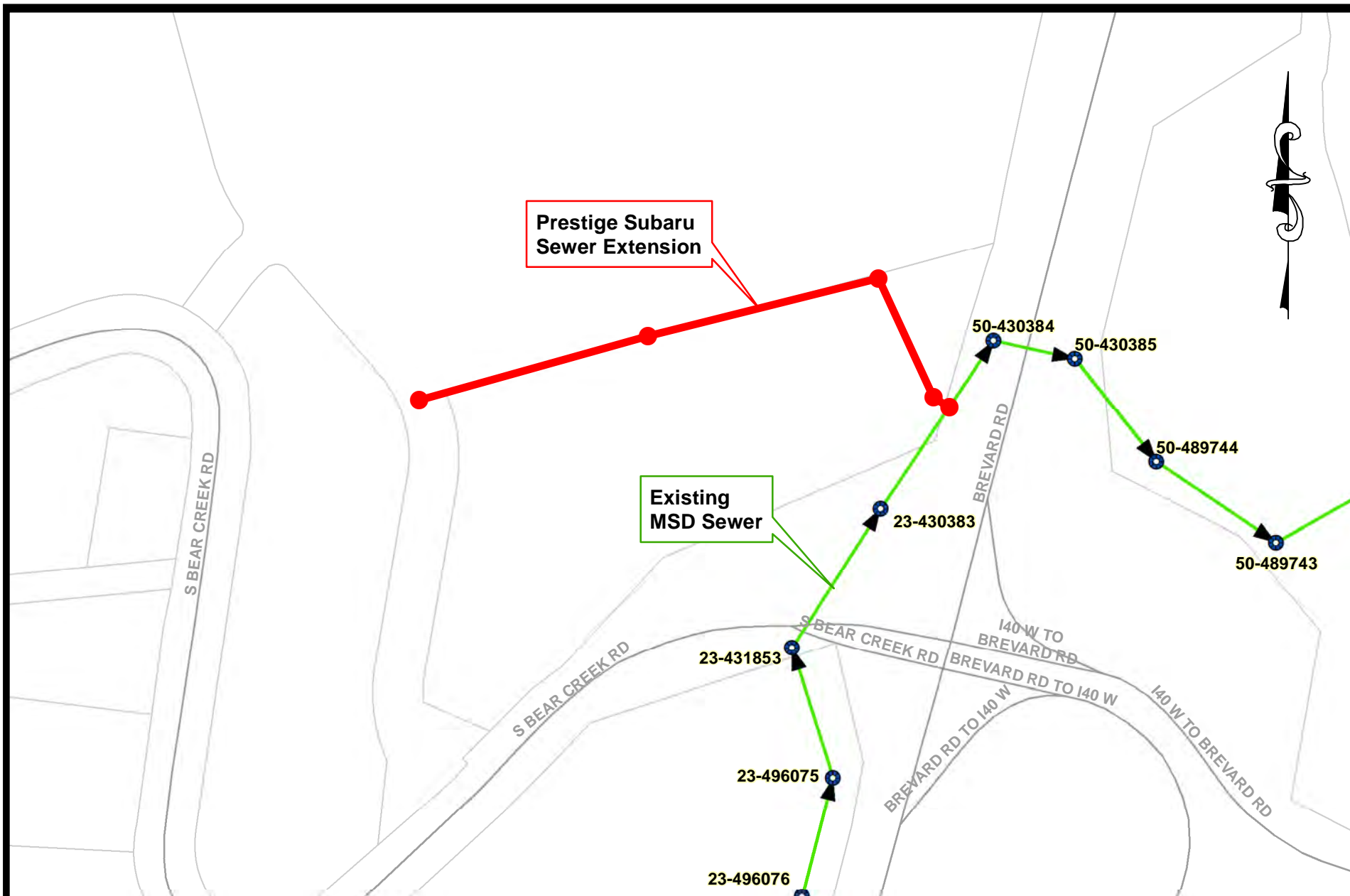
BACKGROUND: This project is located inside the District boundary along Bear Creek Road in Buncombe County. The developer of the project is Michael Anderson of Anderson Bear Creek & Nowell Bear Creek.

The project included extending approximately 635 linear feet of 8-inch public gravity sewer to serve the Commercial Development.

The wastewater allocation for this phase of the development is 47,250 GPD for the two (2) planned Commercial Buildings and future development of the adjacent Nowell Bear Creek property. The estimated cost of the sewer construction is \$89,000.00.

All MSD requirements have been met.

STAFF RECOMMENDATION: Staff recommends acceptance of this developer constructed sewer system.



MSD
Engineering Division

Prestige Subaru Sewer Extension MSD Project # 2022134

Metropolitan Sewerage District of Buncombe County

04/03/2025

Metropolitan Sewerage District of Buncombe County

Board Action Item

BOARD MEETING DATE: April 16, 2025

SUBMITTED BY: Tom Hartye, P.E. - General Manager

REVIEWED BY: Hunter Carson, P.E. - Engineering Director

PREPARED BY: Samuel Gettleman, P.G. – Planning and Development Manager

SUBJECT: Acceptance of Developer Constructed Sewer System for the Mills River Townhomes Sewer Extension, MSD Project No. 2021253.

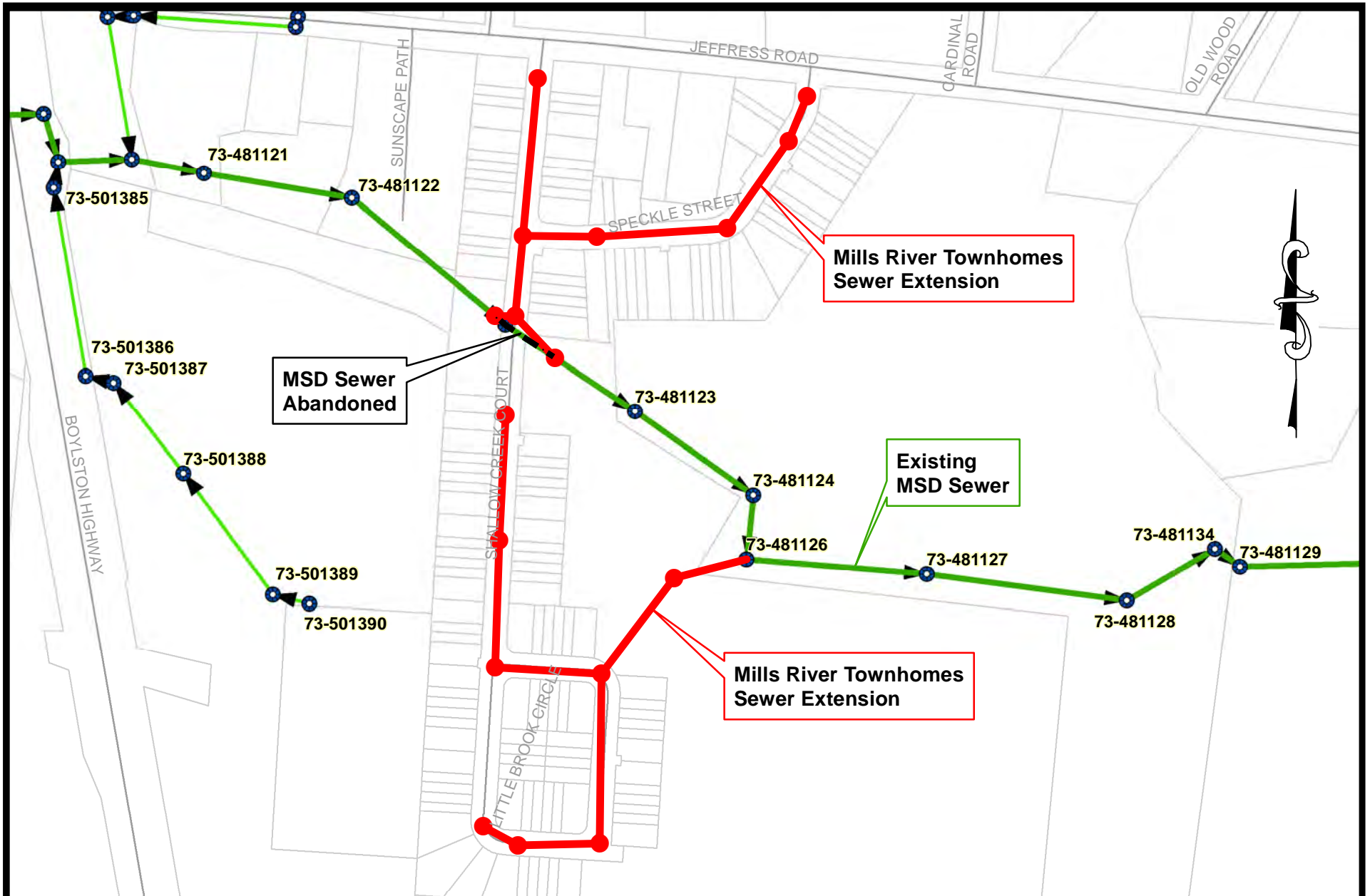
BACKGROUND: This project is located inside the District boundary along Jeffress Road in Henderson County. The developer of the project is Roddey Jordan of Mills River TH, LLC.

The project included relocating approximately 157 linear feet of 12-inch and extending approximately 3,110 linear feet of 8-inch public gravity sewer to serve the Residential Development.

The wastewater allocation for this phase of the development is 45,000 GPD for the one-hundred and fifty (150) Single-Family Residences. The estimated cost of the sewer construction is \$521,255.

All MSD requirements have been met.

STAFF RECOMMENDATION: Staff recommends acceptance of this developer constructed sewer system.



MSD
Engineering Division

Mills River Townhomes Sewer Extension **MSD Project # 2021253** Metropolitan Sewerage District of Buncombe County

04/03/2025

Metropolitan Sewerage District of Buncombe County

Board Action Item

BOARD MEETING DATE: April 16, 2025

SUBMITTED BY: Tom Hartye, P.E. - General Manager

REVIEWED BY: Hunter Carson, P.E. - Engineering Director

PREPARED BY: Samuel Gettleman, P.G. – Planning and Development Manager

SUBJECT: Acceptance of Developer Constructed Sewer System for the Haywood Park Subdivision Sewer Extension, MSD Project No. 2022165.

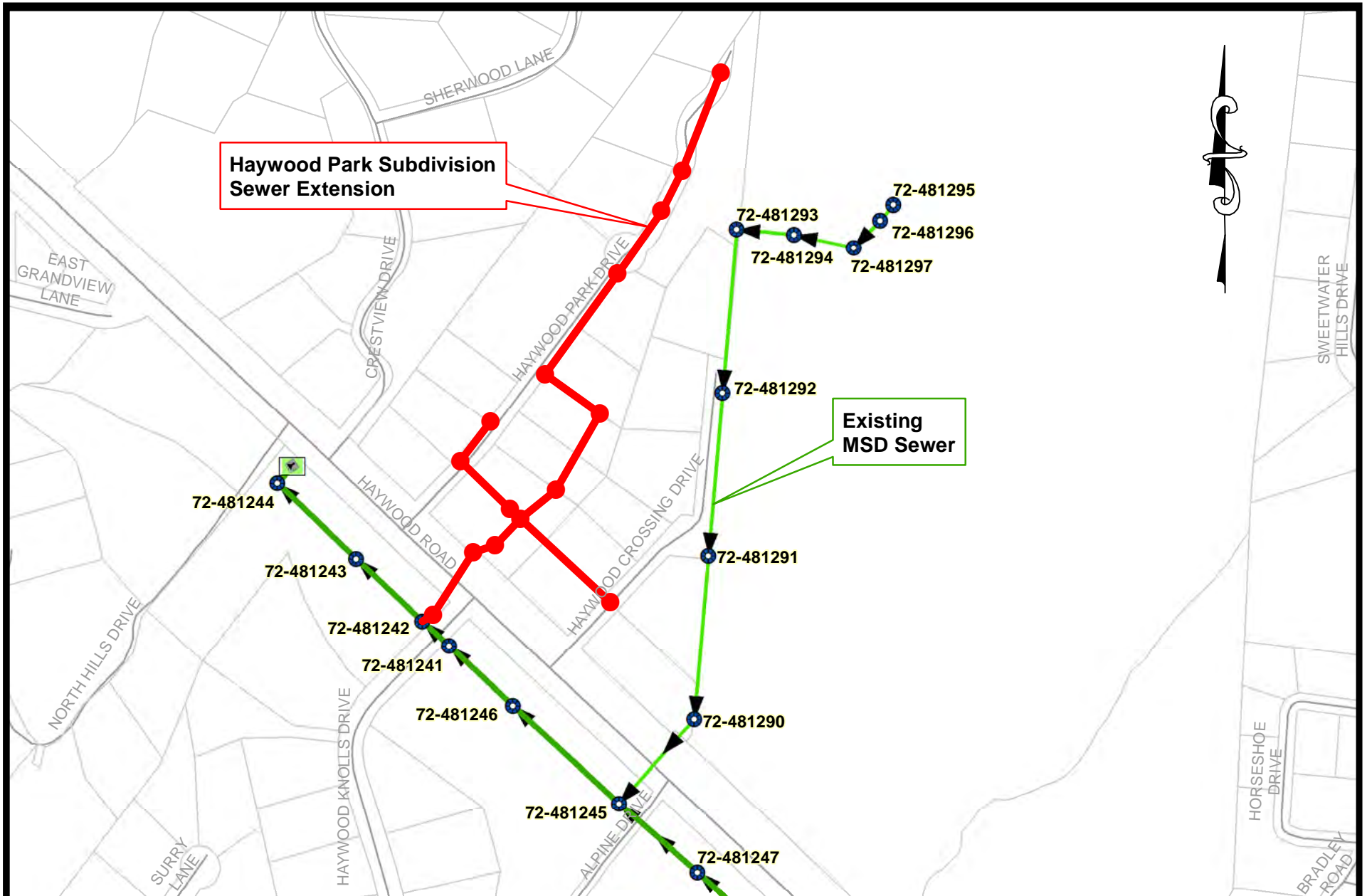
BACKGROUND: This project is located inside the District boundary along Haywood Road in Henderson County. The developer of the project is Luis Graff of Haywood Park, LLC.

The project included extending approximately 2,340 linear feet of 8-inch public gravity sewer to serve the Residential Development.

The wastewater allocation for this phase of the development is 6,000 GPD for the twenty (20) Single-Family Residences. The estimated cost of the sewer construction is \$413,414.

All MSD requirements have been met.

STAFF RECOMMENDATION: Staff recommends acceptance of this developer constructed sewer system.



MSD
Engineering Division

Haywood Park Subdivision Sewer Extension
MSD Project # 2022165
Metropolitan Sewerage District of Buncombe County

04/03/2025

Metropolitan Sewerage District of Buncombe County

BOARD INFORMATIONAL ITEM

Meeting Date: April 16, 2025
 Submitted By: Thomas E. Hartye, PE., General Manager
 Prepared By: W. Scott Powell, CLGFO, Director of Finance
 Cheryl Rice, Accounting Manager
 Subject: Cash Commitment/Investment Report-Month Ended February 28, 2025

Background

Each month, staff presents to the Board an investment report for all monies in bank accounts and specific investment instruments. The total investments as of February 28, 2025 were \$96,922,266. The detailed listing of accounts is available upon request. The average rate of return for all investments is 4.860%. These investments comply with North Carolina General Statutes, Board written investment policies, and the District's Bond Order.

The attached investment report represents cash and cash equivalents as of February 28, 2025 do not reflect contractual commitments or encumbrances against said funds. Shown below are the total investments as of February 28, 2025 reduced by contractual commitments, bond funds, and District reserve funds. The balance available for future capital outlay is \$54,914,375.

Total Cash & Investments as of 02/28/2025		96,222,266
Less:		
Budgeted Commitments (Required to pay remaining FY25 budgeted expenditures from unrestricted cash)		
Construction Funds	(21,127,530)	
Operations & Maintenance Fund	<u>(8,834,485)</u>	
		(29,962,015)
Bond Restricted Funds		
Bond Service (Funds held by trustee):		
Funds in Principal & Interest Accounts	(65,556)	
FY24 Principal & Interest Due	<u>(218,731)</u>	
		(284,287)
District Reserve Funds		
Fleet Replacement	(1,581,811)	
Pump Replacement	(168,608)	
WWTP Replacement	(419,018)	
Maintenance Reserve	<u>(1,346,336)</u>	
		(3,515,773)
District Insurance Funds		
General Liability	(469,339)	
Worker's Compensation	(430,523)	
Post-Retirement Benefit	(3,073,257)	
Self-Funded Employee Medical	<u>(4,272,697)</u>	
		<u>(8,245,816)</u>
Designated for Capital Outlay		<u>54,914,375</u>

Meeting Date: April 16, 2025

Subject: Cash Commitment/Investment Report-Month Ended February 28, 2025

Page 2

Staff Recommendation

None - Information Only.

Action Taken

Motion by:

to

☐ Approve

☐ Disapprove

Second by:

☐ Table

☐ Send to Committee

Other:

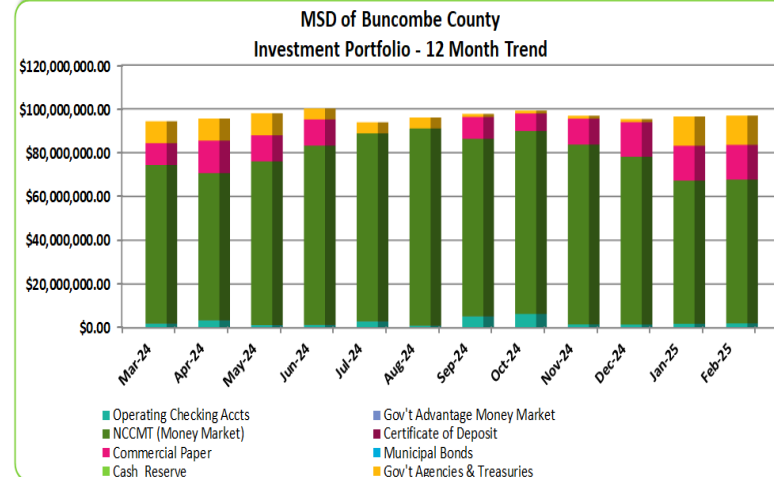
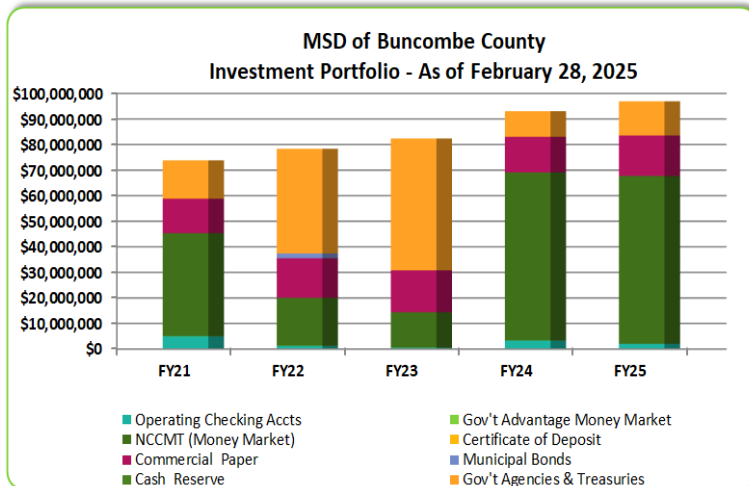
Follow-up required:

Person responsible:

Deadline:

	Operating Checking Accounts	Gov't Advantage Money Market	NCCMT (Money Market)	Certificate of Deposit	Commercial Paper	Municipal Bonds	Cash Reserve	Gov't Agencies & Treasuries	Total
Held with Bond Trustee	\$ -		\$ 65,556			\$ -	\$ -		\$ 65,556
Held by MSD	2,059,057	0	65,587,290	-	15,829,748	-		13,380,615	96,856,710
	\$ 2,059,057	\$ -	\$ 65,652,846	\$ -	\$ 15,829,748	\$ -	\$ -	\$ 13,380,615	\$ 96,922,266

Investment Policy Asset Allocation	Maximum Percent	Actual Percent	
U.S. Government Treasuries,			No significant changes in the investment portfolio as to makeup or total amount.
Agencies and Instrumentalities	100%	13.81%	
Bankers' Acceptances	20%	0.00%	
Certificates of Deposit	100%	0.00%	
Commercial Paper	20%	16.33%	
Municipal Bonds	100%	0.00%	All funds invested in CD's, operating checking accounts, Gov't Advantage money market are fully collateralized with the State Treasurer.
North Carolina Capital Management Trust	100%	67.74%	
Checking Accounts:	100%		
Operating Checking Accounts		2.12%	
Gov't Advantage Money Market		0.00%	



Meeting Date: April 16, 2025

Subject: Cash Commitment/Investment Report-Month Ended February 28, 2025

Page 4

Metropolitan Sewerage District Investment Managers' Report On February 28, 2025

Summary of Asset Transactions

	Original Cost	Market	Interest Receivable
Beginning Balance	\$ 85,983,506	\$ 86,059,386	\$ 37,061
Capital Contributed (Withdrawn)	(174,318)	(174,318)	
Realized Income	190,189	190,189	
Unrealized/Accrued Income		30,107	45,954
Ending Balance	\$ 85,999,377	\$ 86,105,364	\$ 83,015

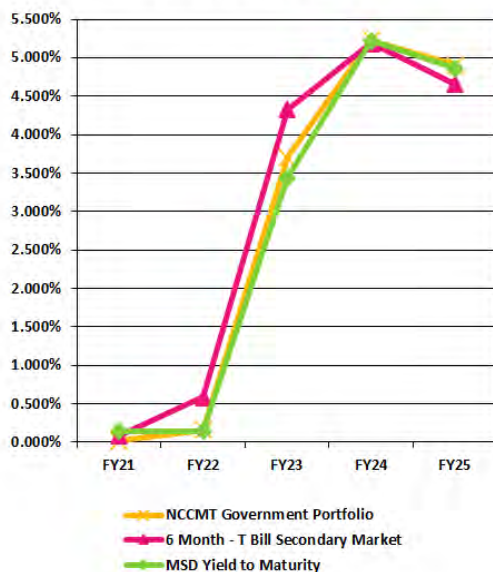
Value and Income by Maturity

	Original Cost	Income
Cash Equivalents <91 Days	\$ 72,618,761	\$ 224,824
Securities/CD's 91 to 365 Days	1,383,615	4,284
Securities/CD's > 1 Year	11,997,000	37,142
	\$ 85,999,377	\$ 266,250

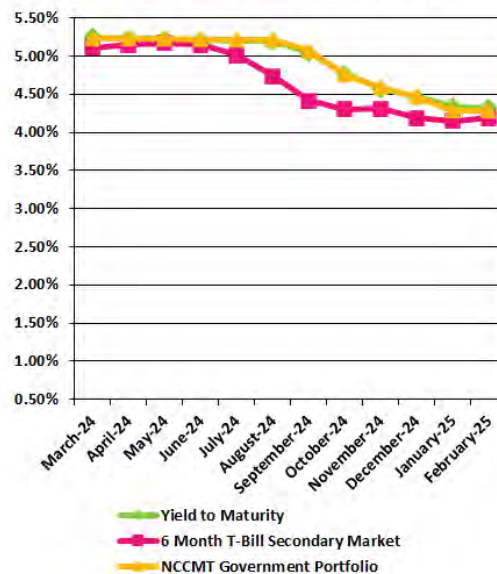
Month End Portfolio Information

Weighted Average Maturity	114
Yield to Maturity	4.32%
6 Month T-Bill Secondary Market	4.19%
NCCMT Government Portfolio	4.27%

Metropolitan Sewerage District
Annual Yield Comparison



Metropolitan Sewerage District
Yield Comparison - February 28, 2025

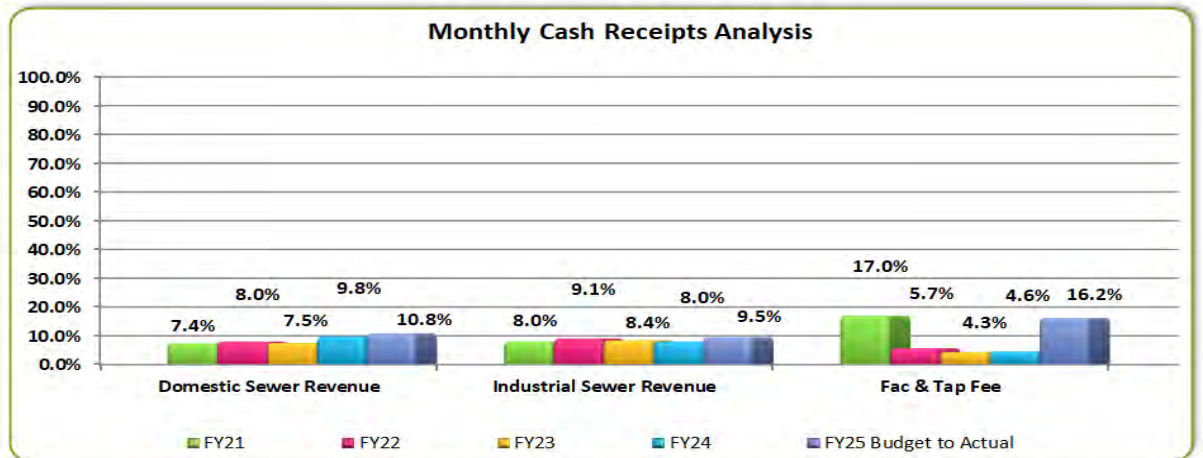


Meeting Date: April 16, 2025

Subject: Cash Commitment/Investment Report-Month Ended February 28, 2025

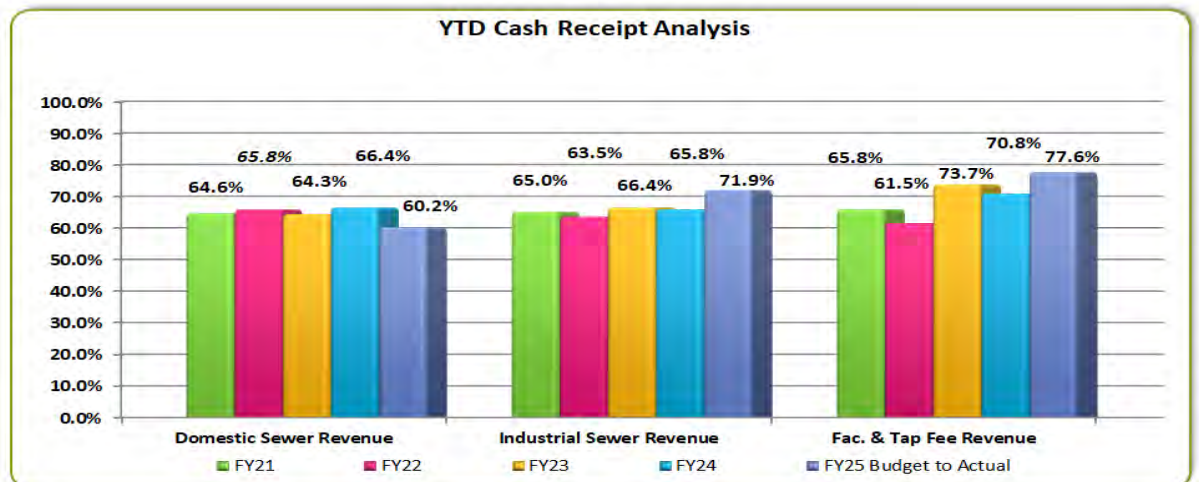
Page 5

Metropolitan Sewerage District
Analysis of Cash Receipts
As of February 28, 2025



Monthly Cash Receipts Analysis:

- * Monthly domestic sewer revenue is considered reasonable based on timing of cash receipts in their respective fiscal periods.
- * Monthly industrial sewer revenue is reasonable based on historical trends.
- * Due to the unpredictable nature of facility and tap fee revenue, staff considers facility and tap fee revenue reasonable.



YTD Actual Revenue Analysis:

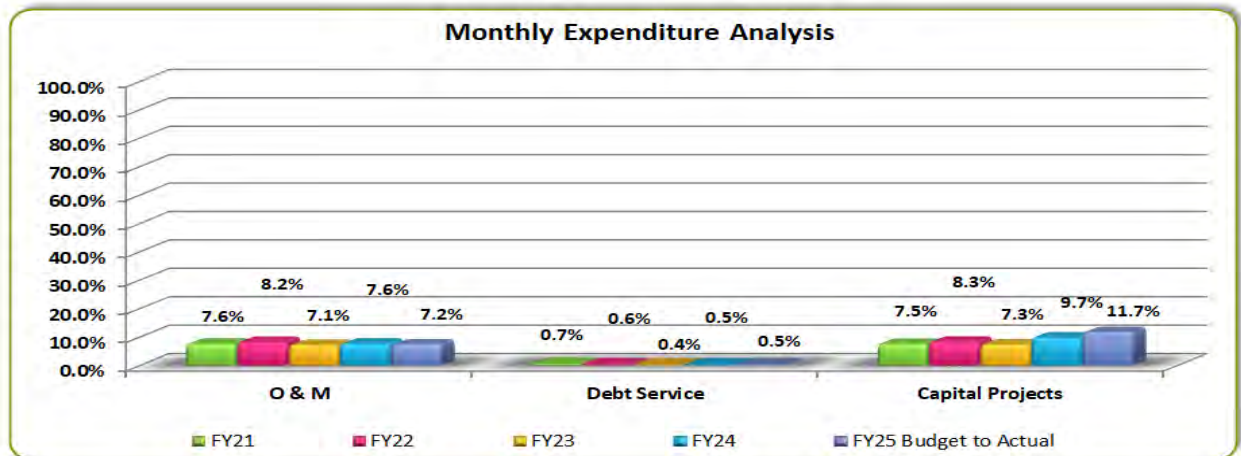
- * YTD domestic sewer revenue is considered reasonable based on historical trends and financial impacts of tropical storm Helene.
- * YTD industrial sewer revenue is reasonable based on historical trends.
- * Due to the unpredictable nature of facility and tap fee revenue, staff considers facility and tap fee revenue reasonable.

Meeting Date: April 16, 2025

Subject: Cash Commitment/Investment Report-Month Ended February 28, 2025

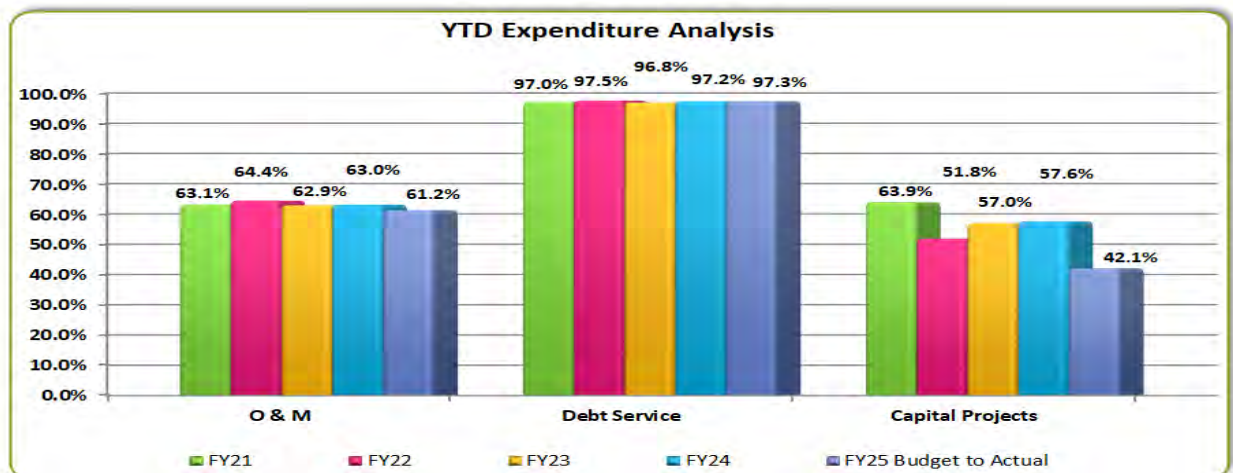
Page 6

Metropolitan Sewerage District
Analysis of Expenditures
As of February 28, 2025



Monthly Expenditure Analysis:

- * Monthly O&M expenditures are considered reasonable based on historical trends and timing of expenditures in the current year.
- * Due to the nature of the variable rate bond market, monthly expenditures can vary year to year. Based on current variable interest rates, monthly debt service expenditures are considered reasonable.
- * Due to the nature and timing of capital projects, monthly expenditures can vary from year to year. Based on the current outstanding capital projects, monthly capital project expenditures are considered reasonable.



YTD Expenditure Analysis:

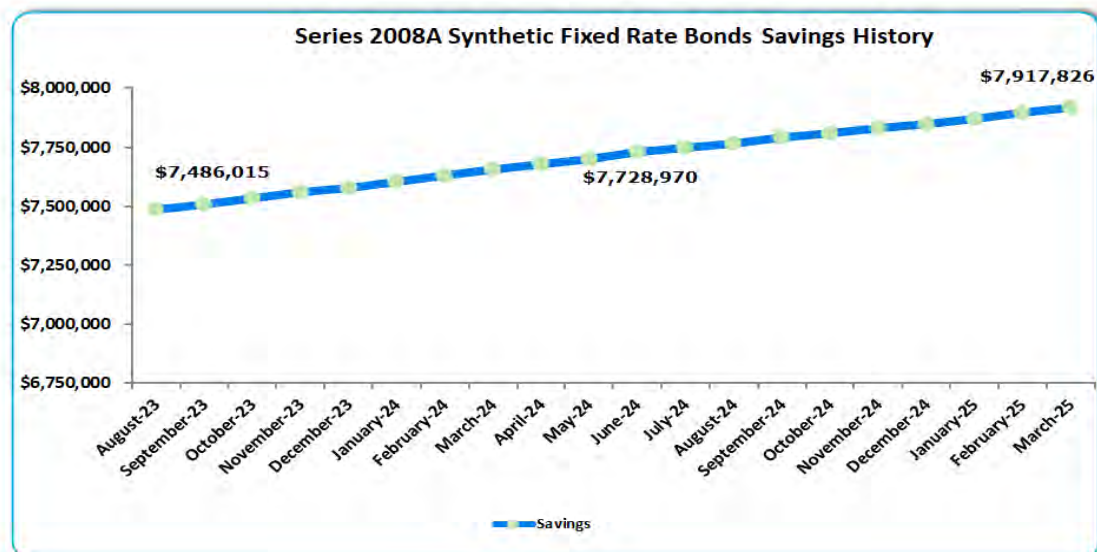
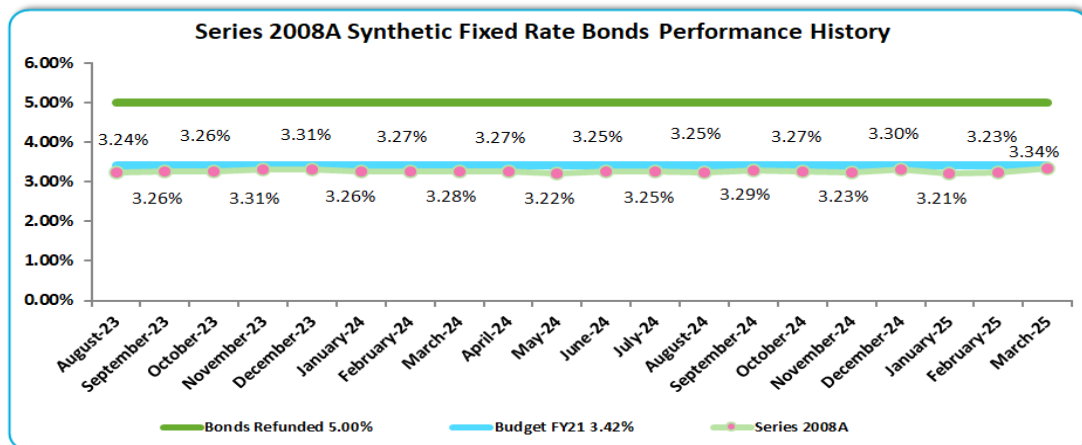
- * YTD O&M expenditures are considered reasonable based on historical trends.
- * Due to the nature of the variable rate bond market, YTD expenditures can vary year to year. Based on current variable interest rates, YTD debt service expenditures are considered reasonable.
- * Due to nature and timing of capital projects, YTD expenditures can vary from year to year. Based on the current outstanding capital projects, YTD capital project expenditures are considered reasonable.

Meeting Date: April 16, 2025

Subject: Cash Commitment/Investment Report-Month Ended February 28, 2025

Page 7

Metropolitan Sewerage District
Variable Debt Service Report
As of March 31, 2025



Series 2008A:

- * Savings to date on the Series 2008A Synthetic Fixed Rate Bonds is \$7,917,826 as compared to 4/1 fixed rate of 4.85%.
- * Assuming the rate on the Series 2008A Bonds continues at the current all-in rate of 3.7210%, MSD will achieve cash savings of \$4,670,000 over the life of the bonds.
- * MSD would pay \$206,523 to terminate the existing Bank of America Swap Agreement.

STATUS REPORTS

MSD System Services In-House Construction FY 2024-2025									
PROJECT NAME	LOCATION	ZIP CODE	ESTIMATED FOOTAGE	ESTIMATED PROJECT DATES	WO#	CREW	COMPLETION DATE	ACTUAL FOOTAGE	NOTES
189 Kimberly Ave Construction Rehabilitation	Asheville	28804	113	7/9/2024	305014	G. Hensley	7/9/2024	113	Complete
45 Lawterdale Construction Rehabilitation	Asheville	28804	138	7/17/24 - 7/19/24	305359	G. Hensley	7/19/2024	138	Complete
Norwood Ave Sewer Rehabilitation Ph. 2	Asheville	28804	509	6/22/24 - 7/31/24	275810	Matthews	7/24/2023	505	Complete
Old Fairview Rd @ Willington Road Ph. 2	Asheville	28803	330	7/1/24 - 7/26/24	305049	McDevitt	7/25/2024	345	Complete
Old Fairview Rd @ Willington Road Ph. 3	Asheville	28803	30	7/26/24 - 8/23/24	305589	McDevitt	8/23/2024	36	Complete
526 Depot Street at Livingston Street Rehab Ph. 1	Asheville	28801	725	7/26/24 - 8/30/24	280038	Matthews	8/29/2024	729	Complete
Ormond Ave at Haywood Rd Construction Rehab	Asheville	28806	105	9/6/2024	306644	Cantrell	9/6/2024	105	Complete
37 Lawrence Place IRS Rehabilitation	Asheville	28801	180	9/5/2024	306505	Cantrell	9/5/2024	180	Complete
179 Old Haw Creek Rd (Mayfair Glen Project)	Asheville	28805	317	8/19/24 - 9/20/24	300962	McDevitt	9/24/2024	355	Complete
207 Old US 70 Highway Coonstruction Rehabilitation	Swannanoa	28778	332	9/24/2024	306583	G. Hensley	9/24/2024	332	Complete
2 Bankstown Road Replacement (Flood Repair)	Weaverville	28787	100	10/2/2024	470773	M. Hensley	10/2/2024	95	Complete
Quarry Road Creek Crossing Replacement (Flood Repair)	Weaverville	28787	67	10/3/2024	498320	G. Karn	10/3/2024	67	Complete
Llama Vista Ct Sewer Replacement (Flood Repair)	Black Mountain	28711	345	10/4/2024	498784	Matthews	10/4/2024	345	Complete
200 Thompson Street (Flood Repair)	Asheville	28803	70	10/8/2024	307137	McDevitt	10/8/2024	70	Complete
Deer Horn Circle (Flood Repair)	Black Mountain	28711	73	10/9/2024	307238	Matthews	10/9/2024	73	Complete
126 N Garden Ct Creek Crossing (Flood Repair)	Fletcher	28732	25	10/11/2024	307217	McDevitt	10/11/2024	25	Complete
15 Lynn Cove Rd Creek Crossing (Flood Repair)	N. Asheville	28804	221	10/11/2024	307503	Union Co	10/11/2024	221	Complete
850 Blue Ridge Road Crk Crossing Replacement (Flood Repair)	Black Mountain	28711	70	10/22/2024	307239	Karn	10/22/2024	70	Complete
869 US Highway 70 Crk Crossing Replacement (Flood Repair)	Black Mountian	28711	92	10/22/2024	307240	Karn	10/22/2024	92	Complete
1 Arboretum Road Manhole Installation	Biltmore Forest	28803	8	11/6/2024	255226	Cantrell	11/6/2024	8	Complete
Swannanoa River Road @ Azalea Rd (Flood Repair)	Asheville	28805	834	10/14/24 - 10/23/24	307215	TP Hward	10/23/2024	834	Complete
Bee Tree Road (Flood Repair)	Swannanoa	28778	1591	10/9/24 - 11/6/14	1/18/2741	Huntley Const.	11/6/2024	1591	Complete
Ridgefield Pump Station #2 FM Repair	Asheville	28806	55	11/21/2024	7/22/2745	B. Cantrell	11/20/2024	55	Complete
41 Robinhood Road	Asheville	28804	145	11/22/24 - 12/15/24	262264	Matthews	11/22/2024	169	Complete
491 Sardis Rd Construction Rehab (Flood Repair)	Candler	28715	142	1/6/2025	309842	B. Cantrell	1/6/2025	142	Complete
21 Old County Home Road Manhole Replacement	Asheville	28806	8	1/6/2024	309814	Matthews	1/6/2025	8	Complete
18 Montgomery St Const. Rehab (Flood Repair)	Asheville	28806	132	1/10/2025	309111	McDevitt	1/10/2025	132	Complete
43 Grey Street MH Replacement	Asheville	28801	8	2/3/2025	310651	M. Hensley	2/3/2025	8	Complete
15 E. Forest Street Construction Rehab. (Flood Related	Biltmore Forest	28803	145	2/3/2025	310671	G. Hensley	2/3/2025	145	Complete
55 Forest Road Manhole Replacement	Biltmore Forest	28803	8	2/14/2025	311135	M. Ray	2/14/2025	8	Complete
2333 US 70 Hwy Constrcotion Rehab	Swannanoa	28778	318	2/24/2025	311417	G. Hensley	2/24/2025	318	Complete
19 Oregon Ave Manhole Installation	Asheville	28806	8	3/18/2025	311277	B. Cantrell	3/18/2025	8	Complete
10 Balsam Rd Sewer Rehabilitation	Ridgecrest	28770	410	2/10/25 - 3/14/25	275803	Matthews	3/24/2025	650	Complete
350 Old Haw Creek Road Sewer Rehabilitation Ph. 1	Asheville	28805	475	2/10/25 - 3/28/25	47802	McDevitt	3/26/2025	477	Complete
11 Milkweed Way Manhole Replacement	Swannanoa	28778	8	3/27/2025	312557	M. Hensley	3/27/2025	8	Complete
Kimberely Avenue @ Sedley Ave (Step Portion)	Asheville	28804	224	3/26/25 - 4/4/25	301859	Matthews			Construction 50% complete
Dryid Hill Road @ Wilson Ave	Swannanoa	28778	176	3/27/25 - 4/27/25	312198	McDevitt			Construction just underway
Bent Tree 4-inch Rehabilitation	Asheville	28804	314	4/7/25 - 5/5/25	301679	Matthews			Ready for construction
Wildwood Park Sewer Rehabilitation	Weaverville	28787	581	5/1/25 - 6/1/25	312605	McDevitt			Ready for construction
Vandalia Ave Sewer Rehabilitation	Asheville	28806	1325	FY 24/25	248041	TBA			Ready for construction
500 Laurel Avenue Sewer Rehabilitation	Black Mountain	28711	230	FY 24/25	247281	TBA			Ready for construction
350 Old Haw Creek Road Sewer Rehabilitation Ph. 2	Asheville	28805	825	FY 24/25	312590	McDevitt			Ready for construction
128 Johnston Blvd	Asheville	28806	219	FY 24/25	242866	TBA			In ROW
Lorraine Avenue	Asheville	28804	378	FY 24/25	300998	TBA			In Design
55 Congress Street Sewer Rehabilitation	Asheville	28801	823	FY 24/25	247631	TBA			In Design



CONSTRUCTION TOTALS BY DATE COMPLETED - Monthly

From 7/1/2024 to 2/28/2025

	Dig Ups	Emergency Dig Ups	Dig Up ML Ftg	Dig Up SL Ftg	Manhole Repairs	Taps Installed	ROW Ftg	IRS Rehab Ftg *	Const Rehab Ftg *	D-R Rehab Ftg *	Manhole Installs	Bursting Rehab Ftg *	Total Rehab Ftg *
July 2024	15	9	49	484	19	19	1,000	0	251	850	4	0	1101
August 2024	22	10	36	641	25	20	35,099	0	0	765	2	0	765
September 2024	19	9	58	459	21	15	5,120	180	437	355	3	0	972
October 2024	46	11	440	780	99	8	1,730	0	1058	834	0	0	1892
November 2024	27	5	102	506	34	17	1,591	0	1815	8	3	0	1823
December 2024	50	9	78	610	14	15	8,060	0	0	0	0	0	0
January 2025	31	25	172	554	13	15	500	0	282	0	0	0	282
February 2025	33	29	181	974	21	18	0	0	471	8	2	0	479
Grand Totals	243	107	1,116	5,008	246	127	53,100	180	4314	2820	14	0	7314

* Used to calculate Total Rehab Footage



CUSTOMER SERVICE REQUESTS

Monthly - All Crews

CREW	MONTH	JOBS	AVERAGE RESPONSE TIME	AVERAGE TIME SPENT
DAY 1ST RESPONDER				
	July, 2024	95	28	36
	August, 2024	104	25	33
	September, 2024	83	24	29
	October, 2024	203	36	28
	November, 2024	147	28	31
	December, 2024	143	26	31
	January, 2025	156	31	34
	February, 2025	179	30	34
		1,110	29	32
NIGHT 1ST RESPONDER				
	July, 2024	35	28	21
	August, 2024	39	23	22
	September, 2024	34	25	20
	October, 2024	26	36	22
	November, 2024	45	37	33
	December, 2024	47	35	38
	January, 2025	56	35	21
	February, 2025	64	37	28
		346	33	26
ON-CALL CREW *				
	July, 2024	28	37	36
	August, 2024	33	78	57
	September, 2024	26	45	78
	October, 2024	84	49	32
	November, 2024	76	69	29
	December, 2024	70	49	30
	January, 2025	60	69	32
	February, 2025	48	49	39
		425	57	37
Grand Totals:		1,881	36	32

* On-Call Crew Hours: 8:00pm-7:30am (Jul. - Oct.) 11:30pm-7:30am (from Nov. onward) Monday-Friday, Weekends, and Holidays



PIPELINE MAINTENANCE TOTALS BY DATE COMPLETED - Monthly

July 01, 2024 to February 28, 2025

	Main Line Wash Footage	Service Line Wash Footage	Rod Line Footage	Cleaned Footage	CCTV Footage	Smoke Footage	SL-RAT Footage
2024							
July	116,397	2,129	1,130	117,527	27,291	400	16,384
August	127,530	1,793	1,872	129,402	26,635	1,946	38,251
September	71,201	1,397	2,001	73,202	16,992	0	16,437
October	51,422	2,735	793	52,215	7,684	0	0
November	44,121	2,096	1,029	45,150	7,203	50	4,596
December	49,860	2,517	1,742	51,602	5,998	0	9,136
2025							
January	63,215	2,553	3,425	66,640	9,581	0	4,716
February	77,944	2,855	6,980	84,924	25,313	0	14,798
Grand Total:	601,690	18,074	18,972	620,663	126,697	2,396	104,318
Avg Per Month:	75,211	2,259	2,372	77,583	15,837	300	13,040

Right of Way Section 3rd Quarter Summary Open Projects

<i>Project</i>	<i>Total ROW Budget</i>	<i>Total Expends to Date</i>	<i>Comment</i>
Avon Avenue @ Haywood Road GSR	\$21,286	\$12,121	Access 100% complete with 57% of budget expended to date.
Christian Creek Interceptor	\$100,477	\$91,885	Access 100% complete with 91% of Total Budget expended to date. Two condemnations filed. One case closed by Default Judgment. One case pending with Regal Hospitality.
Jonestown Rd. @ Riverside Dr. GSR	\$32,754	\$22,754	Access 100% complete with 69% of budget expended to date.
Kimberly Avenue @ Sedley Avenue	\$78,921	\$45,858	Access 92% with 58% of Budget expended to date.
Logan Avenue Sewer Rehabilitation	\$83,337		Introduction letter went out on 3/21/25 with 0% of budget expended to date.
Montford Ave. @ Montford Park	\$87,109	\$57,049	Access 80% with one condemnation pending and 65% of budget expended to date.
Sand Hill Road @ Baker Place Sewer Replacement	\$70,808	\$51,865	Access 100% complete with 73% of Total Budget expended to date.
Weaverville Pump Station Rehabilitation	\$51,884	\$30,110	Access 100% complete with 58% of Total Budget expended to date.
West City View Dr. @ Riverside Drive SSR	\$20,130	\$1,633	Access 28% complete with 8% of budget expended to date.

CAPITAL IMPROVEMENT PROGRAM

STATUS REPORT SUMMARY

April 9, 2025

PROJECT	LOCATION OF PROJECT	CONTRACTOR	AWARD DATE	NOTICE TO PROCEED	ESTIMATED COMPLETION DATE	*CONTRACT AMOUNT	*COMPLETION STATUS (WORK)	COMMENTS
ELK MOUNTAIN PLACE	Woodfin	Terry Brothers Construction Co.	8/21/2024	9/9/2024	6/6/2025	\$1,252,278.00	95%	Working on punchlist items and paving restoration
INTERMEDIATE CLARIFIER EFFLUENT TROUGH REHAB, PHASE 1	WRF	Cove Utility, LLC	10/18/2023	6/20/2024	12/1/2024	\$558,620.70	70%	Trough work nearing completion. Chains and gear installation underway.
WEAVERVILLE PUMP STATION AND FORCEMAIN IMPROVEMENTS	Woodfin	Haren Construction Co.	1/17/2024	4/15/2024	7/4/2026	\$20,986,375.00	20%	Pipeline installation underway. At pump station, influent by-pass MH just set.
NORTH FORK RD (FLOOD RELATED)	Black Mountain	HNH Construction	12/20/2024	1/6/2025	4/6/2025	\$ 222,589.00	100%	Final Inspection occurred 4/1/25
BLUE RIDGE RD (FLOOD RELATED)	Black Mountain	Key Construction	1/14/2025	1/24/2025	4/27/2025	\$ 79,875.00	100%	All sitework complete.
50 MCCORMICK PLACE (FLOOD RELATED)	Asheville	TP Howard	12/19/2024	2/24/2025	5/25/2025	\$ 90,094.00	90%	Working on re-seeding
2 & 55 BANKS TOWN RD (FLOOD RELATED)	Weaverville	TP Howard	1/21/2025	2/10/2025	5/11/2025	\$ 158,227.00	18%	Working on pier installations at 55 Banks Town Rd
PORTERS COVE RD (FLOOD RELATED)	Swannanoa	HNH Construction	2/19/2025	3/3/2025	6/1/2025	\$ 127,807.00	65%	Stream Bank Restoration underway
ASSEMBLY DRIVE AT KANAWHA/TEXAS RD (FLOOD RELATED)	Montreat	Key Construction	2/7/2025	2/24/2025	5/25/2025	\$ 101,160.00	55%	Texas Rd portion complete. Pier construction underway at Kanawha Rd.

Planning & Development Project Status Report								
Active Construction Projects Sorted by Work Location and Project Number								
April 7, 2025								
No.	Project Name	Project Number	Work Location	Zip Code	Units	LF	Pre-Construction Conference Date	Comments
1	First Baptist Relocation	2015032	Asheville	28801	Comm.	333	7/21/2015	Final Inspection complete, awaiting close-out docs
2	Hounds Ear (Mears Ave Cottages)	2016123	Asheville	28806	18	402	8/18/2017	Pre-con held, construction not yet started
3	Ashecroft Ph. 2	2016229	Asheville	28806	40	2,450	2/20/2018	On hold
4	RADTIP	2017052	Asheville	28801	0	919	2/13/2018	Final Inspection complete, awaiting close-out docs
5	North Bear Creek Subdivision Ph. I	2018117	Asheville	28806	5	105	9/6/2023	Final Inspection complete, awaiting close-out docs
6	Timber Hollow Subdivision	2019049	Asheville	28805	18	525	7/28/2020	On hold
7	Millbrook Cottages	2019066	Asheville	28806	7	322	2/15/2022	Pre-con held, construction not yet started
8	3927 Sweeten Creek Rd (Rumi Way)	2019076	Asheville	28704	16	590	2/1/2023	Final Inspection complete, awaiting close-out docs
9	UNC-A Edgewood Road Parking Lot	2019078	Asheville	28801	Comm.	373	7/19/2019	Final Inspection complete, awaiting close-out docs
10	Onteora Blvd and May Street Relocate	2019207	Asheville	28803	0	16	1/17/2023	Pre-con held, construction not yet started
11	Villas at Pinecroft (Amarx Beaverdam)	2020228	Asheville	28804	72	796	1/18/2024	Final Inspection complete, awaiting close-out docs
12	Burton Street	2021048	Asheville	28806	4	64	7/24/2024	Pre-con held, construction not yet started
13	Reserve at McIntosh	2021207	Asheville	28806	228	2,475	12/14/2023	Waiting on Final Inspection
14	Old Home Road Subdivision	2021094	Asheville	28804	21	1,790	5/4/2022	Waiting on Final Inspection
15	Woodfield (RAD Lofts)	2021063	Asheville	28801	235	403	6/8/2022	Final Inspection complete, awaiting close-out docs
16	Reed Creek Mixed Use	2022008	Asheville	28801	49	295	2/23/2023	Final Inspection complete, awaiting close-out docs
17	Long Shoals Apartments (The Meridian)	2022039	Asheville	28704	3	400	6/14/2023	Waiting on Final Inspection
18	Busbee Phase 1A	2022102	Asheville	28803	179	1,325	1/24/2024	Waiting on Testing
19	16/18 Spring Drive	2022125	Asheville	28806	2	70	4/18/2023	Final Inspection complete, awaiting close-out docs
20	Holiday Villa	2022172	Asheville	28704	7	355	2/15/2023	Final Inspection complete, awaiting close-out docs
21	Star Point (aka Restaurant Ct)	2023003	Asheville	28801	70	22	11/8/2024	Waiting on Testing
22	115 Fairview Road Apartments&Townhomes	2023019	Asheville	28803	269	1,036	1/29/2025	Waiting on Testing
23	Helpmate, Inc.	2023041	Asheville	28801	26	484	8/27/2024	Waiting on Final Inspection
24	1191 Bleachery Blvd	2023056	Asheville	28803	7	400	3/26/2024	Waiting on Final Inspection
25	Fairhaven Summit Apartments	2023061	Asheville	28803	77	530	8/27/2024	In construction
26	West Haywood Street Apartments	2023117	Asheville	28801	46	215	7/16/2024	Waiting on Final Inspection
27	Enka Commerce Park	2023125	Asheville	28806	Comm.	1,525	7/9/2024	In construction
28	Crestview Extension	2023176	Asheville	28803	5	204	4/10/2024	Final Inspection complete, awaiting close-out docs
29	Westview Village	2023183	Asheville	28806	26	824	8/14/2024	In construction
30	157 New Leicester Apartments	2023197	Asheville	28806	141	529	7/2/2024	In construction
31	The Shoppes at Winston's Corner	2024092	Asheville	28806	Comm.	777	8/7/2024	In construction
32	Tudor Croft - Phase 2B, 2C, 2D	2018004	Black Mountain	28711	5	224	6/8/2022	Waiting on Final Inspection
33	Sweet Birch Lane Phase 3	2020151	Black Mountain	28711	20	800	6/30/2021	Waiting on Final Inspection
34	Old Toll Road Subdivision	2020182	Black Mountain	28711	14	637	8/17/2021	Waiting on Final Inspection
35	Randolph Avenue Commercial	2021149	Black Mountain	28806	Comm.	650	6/30/2022	Final Inspection complete, awaiting close-out docs
36	NCDOT I-5504 NC 191/I-26 Interchange	2016132	Buncombe Co.	28806	0	355	10/23/2017	Installing
37	Rockdale Subdivision	2018145	Buncombe Co.	28778	9	630	3/17/2020	Final Inspection complete, awaiting close-out docs
38	841 Charlotte Hwy	2019222	Buncombe Co.	28730	Comm.	110	4/20/2021	Waiting on Testing
39	Broad River Village Off-Site Sewer Extension	2021057	Buncombe Co.	28806	92	2,152	12/10/2025	Waiting on Testing
40	Rockberry Apartments	2021116	Buncombe Co.	28704	420	2,420	6/13/2023	Waiting on final inspection
41	Village at Bradley Branch Ph. 4B	2021120	Buncombe Co.	28704	16	393	11/2/2021	Final Inspection complete, awaiting close-out docs
42	Hominy Creek Multi-Family	2021195	Buncombe Co.	28715	216	1,310	9/7/2023	Waiting on Final Inspection
43	Biltmore Terrace Development Phase 4	2021208	Buncombe Co.	28803	31	400	6/14/2023	Waiting on Paving
44	Hawthorne at Holbrook	2021229	Buncombe Co.	28806	350	1,876	6/20/2023	Waiting on Final Inspection
45	Farmstead at Oliveette	2021247	Buncombe Co.	28804	33	1,280	2/7/2024	In construction
46	Asheville West Subdivision Ph. 2	2022032	Buncombe Co.	28806	50	1,570	7/26/2023	Final Inspection complete, awaiting close-out docs
47	The Duke Sewer Improvement	2022040	Buncombe Co.	28801	2	168	12/3/2024	In construction
48	Creekside Community (2177 Brevard Rd)	2022046	Buncombe Co.	28704	0	3,267	7/18/2023	Waiting on Final Inspection
49	Arden Pines	2022069	Buncombe Co.	28704	244	2,020	8/14/2024	Waiting on Testing
50	Argento on Broad	2022174	Buncombe Co.	28704	216	484	8/14/2024	Waiting on Testing
51	Double R Sewer Extension	2022200	Buncombe Co.	28715	7	263	1/31/2025	Pre-con held, construction not yet started
52	Meribel (Monticello Family)	2022204	Buncombe Co.	28787	168	295	2/5/2025	Pre-con held, construction not yet started
53	Focus Homes/Mallard Run	2022216	Buncombe Co.	28704	50	1,564	11/11/2024	Waiting on Testing
54	Edgewood Road S - Offsite Extension	2022262	Buncombe Co.	28803	0	165	10/25/2023	Final Inspection complete, awaiting close-out docs
55	Creekside - Onsite	2023012	Buncombe Co.	28704	502	1,885	9/26/2023	Waiting on Final Inspection
56	Montinal Land Co. Off-Site Extension	2023017	Buncombe Co.	28778	17	440	1/5/2024	Final Inspection complete, awaiting close-out docs
57	The Ramble Block H, Phase 2	2023043	Buncombe Co.	28803	6	1,389	8/27/2024	Final Inspection complete, awaiting close-out docs
58	Lakeshore Villas	2023112	Buncombe Co.	28803	120	936	5/10/2024	Waiting on Final Inspection
59	Mulberry Street	2023128	Buncombe Co.	28804	5	426	3/13/2024	Final Inspection complete, awaiting close-out docs
60	Cottages at Weston Road	2023138	Buncombe Co.	28803	8	280	5/7/2024	Final Inspection complete, awaiting close-out docs
61	Edgewood Road S Subdivision Ph. 2	2023143	Buncombe Co.	28803	7	285	10/25/2023	Final Inspection complete, awaiting close-out docs
62	Crystal Country aka Sky Ridge Development	2023168	Buncombe Co.	28804	16	784	10/22/2024	Waiting on Final Inspection
63	Old Charlotte Apartments Phase 1	2023216	Buncombe Co.	28803	210	1,723	10/22/2024	Waiting on Testing
64	Chestnut Ridge	2023234	Buncombe Co.	28804	5	257	9/20/2024	Final Inspection complete, awaiting close-out docs
65	Rydele Heights Pockets	2023235	Buncombe Co.	28804	20	935	3/12/2025	Pre-con held, construction not yet started
66	Old Charlotte Phase 2	2024059	Buncombe Co.	28803	221	6,866	12/4/2024	In construction
67	1452 Sand Hill Rd (All American Pet Resort)	2024066	Buncombe Co.	28715	Comm.	150	9/27/2024	Final Inspection complete, awaiting close-out docs
68	High Street	2024080	Buncombe Co.	28804	16	565	9/25/2024	In construction
69	WD Williams Sewer Relocation	2024153	Buncombe Co.	28806	1	183	11/20/2024	Waiting on Testing
70	Broad River Village On-Site Sewer Extension	2024198	Buncombe Co.	28806	92	1,670	12/10/2024	In construction
71	Collett Industrial (Banner Farm)	2020108	Cane Creek	28759	Comm.	255	11/20/2020	Final Inspection Complete, awaiting closeout docs
72	Seasons at Cane Creek Phase 2	2022170	Cane Creek	28732	84	566	5/1/2024	Waiting on Final Inspection
73	Taproot Phase 2A	2021161	Fletcher	28732	151	2,462	6/6/2023	Final Inspection complete, awaiting close-out docs
74	Asheville Regional Airport	2022191	Fletcher	28732	Comm.	1,205	2/13/2024	Waiting on Final Inspection
75	Taproot Phase 3	2023114	Fletcher	28732	128	4,130	2/7/2024	In construction
76	Asheville Airport Parking Lot Sewer Reloc	2023135	Fletcher	28732	0		8/8/2023	In construction
77	Ingles #140 Fletcher	2023139	Fletcher	28732	Comm.	715	11/30/2023	Waiting on Final Inspection
78	Brickton Road Relocation	2023195	Fletcher	28732	Comm.	275	4/30/2024	Pre-con held, construction not yet started
79	Taproot Phase 4	2023237	Fletcher	28732	113	5,757	2/7/2024	Pre-con held, construction not yet started
80	Taproot Phase 5	2023238	Fletcher	28732	111	3,648	2/7/2024	Pre-con held, construction not yet started
81	Advent Health Hendersonville MOB	2023069	Hendersonville	28792	Comm.	356	3/26/2024	Waiting on Final Inspection
82	James River - Mills River Site	2022222	Mills River	28759	2	460	1/17/2024	Waiting on Final Inspection
83	18 Wildwood Park Sewer Relocation	2021129	Weaverville	28787	1	147	2/22/2022	Waiting on Final Inspection
84	480 Reems Creek Rd (Encore @ Reems Crk)	2022203	Weaverville	28787	139	3,190	9/17/2024	In construction
85	Serenity Townhomes	2020037	Woodfin	28804	8	480	7/14/2020	On hold
86	Weaverville Road Subdivision	2020123	Woodfin	28804	4	600	4/6/2021	On hold
87	Terraces at Reynolds Mountain West Ph I & II	2021164	Woodfin	28804	42	1,990	6/26/2024	Waiting on Final Inspection
TOTAL					5,543	88,597		