

**EDGEFIELD COUNTY WATER & SEWER AUTHORITY  
BOARD MEETING MINUTES**

*The June Regular Board of Directors Meeting of Edgefield County Water and Sewer Authority was held on June 24, 2019 starting at 5:30 p.m. at 100 Waterworks Rd., Edgefield, SC (ECWSA Administrative Building). No individual or organization requested a copy of the Agenda. Notice of this Board of Directors Meeting was posted in the Administration Office 4 weeks prior to meeting and the Agenda was posted June 20, 2019.*

**CALL TO ORDER:** Kennamer, 5:30 p.m.

**INVOCATION:** Kennamer

**MEMBERS PRESENT:** Johnson, Creswell, Kennamer, Williams, Clark,  
and Timmerman

**MEMBERS ABSENT:** Kitchens

**STAFF PRESENT:** Administrator Hare, Business

**GUEST PRESENT:** None

**AGENDA:** A motion was made by Johnson to approve the June 24, 2019 Agenda.  
Second by Timmerman. Vote unanimous to approve the agenda.

**MINUTES:** A motion was made by Johnson to approve the May 28, 2019 Minutes.  
Second by Creswell. Vote unanimous.

**PUBLIC COMMENT:** There were no comments from the public regarding the FY2020 Budget or any other agenda items. No one from the public was in attendance.

**FINANCIAL STATEMENT:** Administrator Hare discussed the Financial Statement ending May 31, 2019. Budget should be at 91.67%, Revenues are 92.33%, and Expenses are at 89.43%. Water Sales were up in May compared with previous years and the previous month, while sewer sales were steady.

**REPORTS:**

John Hare, Administrator covered the following items during the report section:

- Chairman Kennamer & Administrator Hare recommended that the July 2019 Board meeting be held at the Water Treatment Plant. This will allow the Board to inspect first hand some of the work and repairs being performed on-site. The Board will follow the meeting with a visit to several of the proposed subdivision sites.

- Administrator Hare discussed with the Board the potential of developing a new logo in the future. The current logo is over 30 years old and has become a bit dated. Some preliminary artwork was shared with the Board, but this project is in the very early stages. Final approval for any logo change will be brought before the Board.

**BUSINESS:**

**A: FINAL DRAFT OF THE FY 2020 BUDGET**

Administrator Hare presented to the Board a final reading of the FY 2020 Budget. There were no changes between the second draft and the final draft. Revenue and expenses were projected at \$9,759,200, an increase of \$466,500 over FY 2019. A motion was made by Clark to accept the budget. Second by Williams. No discussion. Vote unanimous.

**B. RESOLUTION REGARDING RATE ADJUSTMENT**

Administrator Hare presented a resolution to the Board with changes to the Edgefield County Water & Sewer Users Rules and Regulations, specifically to water rates, and the addition of fees to developers to review and permit expansions to the Authority's water system.

STATE OF SOUTH CAROLINA	)	
	)	RESOLUTION No.01-2019
EDGEFIELD COUNTY	)	
	)	Revising Water & Sewer Charges and other Fees by Amending the Edgefield County Water and Sewer Users Rules and Regulations

Whereas, the Edgefield County Water and Sewer Authority (the Authority) is a body Corporate and Politic and a Special Purpose District, created by Act No. 571 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, regular session of 1967, as amended, whereby the Authority is given the function to acquire, construct and operate a waterworks and sewer system within its service area, which consists of the territory of Edgefield County, South Carolina and a small area in the Southwestern corner of Aiken County, South Carolina, exclusive of any area within an incorporated municipality which owns and operates a municipal water works system;

Whereas, in order to perform its statutory function to operate and maintain the waterworks and sewer system, the Authority is authorized to adjust water and sewer rates as needed;

Whereas, each residential, commercial or industrial customer of the Authority's system must pay such customer's proportionate share of costs for operation and maintenance of the system; In addition, each customer must pay an amount to share the costs of debt service and to provide for Depreciation / Contingency funds;

Now, therefore, be it resolved, by the Board of Directors of the Edgefield County Water and Sewer Authority, that a resolution approving the revised schedules of water and sewer charges and fees be adopted.

Effective as of July 1, 2019, Sections IV and V of the Water and Sewer User Rules and Regulations are hereby amended and when amended shall read as follows:

1. *Water Service Charge For All Classes*

<u>Meter Size</u>		<u>Meter Size</u>	
3/4"	\$17.33	3"	\$172.13
1"	\$28.74	4"	\$286.77
1-1/2"	\$57.32	6"	\$573.74
2"	\$91.75	8"	\$918.02
		10"	\$1468.85

2. *Residential Water Rates*

First 8,000 Gallons	\$2.68 Per 1,000 Gallons
8,001-16,000 Gallons	\$3.44 Per 1,000 Gallons
16,001-24,000 Gallons	\$3.97 Per 1,000 Gallons
24,001-32,000 Gallons	\$4.44 Per 1,000 Gallons
Over 32,000 Gallons	\$4.91 Per 1,000 Gallons

3. *Commercial Water Rates*

First 100,000 Gallons	\$2.61 Per 1,000 Gallons
Over 100,000 Gallons	\$2.30 Per 1,000 Gallons

4. *Industrial Water Rates*

First 100,000 Gallons	\$2.05 Per 1,000 Gallons
Over 100,000 Gallons	\$1.78 Per 1,000 Gallons



- installation and the service will be billed in accordance with the water service and sewer service schedules above.
2. Water used from fire hydrants for other than fire protection shall be metered. The following rules will apply:
    - a. A permit fee of \$100.00, which provides service for up to 30 days shall be paid before allowing water to be used.
    - b. After 30 days Rental Fee on meter = \$2.00 per day.
    - c. Water will be billed on a monthly basis at the rate of \$3.30 per 1,000 gallons
    - d. No water shall be used from the fire hydrants except for special community services as approved by the Board or Administrator, on an individual basis.
    - e. Charge for filling a swimming pool up to size 40' x 20' will be \$250.00. Charge for filling larger sized pools will be determined by the Business Manager.
    - f. The proper hydrant wrench and hose threads shall be used.
    - g. Any damage to hydrant and/or meter will be charged to the responsible user.
    - h. Authority shall install and relocate hydrant meter and have final decision on location. Meter can only be relocated by Authority staff.
    - i. After Permit Fee is paid Authority to set meter within 48 hours during normal working hours.
    - j. There shall be a relocation fee of \$50.00 per meter if the customer requests the hydrant meter be moved. If the Authority moves the hydrant meter for Authority related reasons, (i.e. hydrant issues, flow issues, dirty water, etc.) there will be no charge.
  3. Temporary services for house cleaning, one-time events, or other uses that are non-reoccurring (less than 3 times per year) shall be charged at a rate of \$25 per ten days.
    - a. Any service that is needed more than described above shall be classified as permanent and shall be treated as a "normal" or "typical" connection.
    - b. Any usage in excess of 2,000 gallons shall be charged at \$2.68/1000 gallons.

- c. Any variance from the above regulation will be at the sole discretion of the Business Manager or Administrator.

**SECTION V SERVICE CONNECTIONS FEES AND “OTHER” FEES**

**B. Edgefield/Johnston/Trenton Sewer Connection Fees**

The Authority will not provide free sewer taps. The Authority will install a service connection to the property line of the user. The service connections are the property of the Authority and only duly authorized employees or agents of the Authority are to install and maintain them.

<u>Tap Size</u>	<u>Total Service</u>
4"	Actual Cost - not less than \$3,500.00
6"	Actual Cost - not less than \$4,000.00
8"	Actual Cost - not less than \$5,000.00

Sewer taps that involve special conditions such as removal of pavement, concrete sidewalks, and any other special or unique installation will be charged for the actual cost of installation. An inspection of the sewer connection by the County Inspector is required when the plumber has made his connection to the sewer service prior to backfilling.

**K. Developer’s Fees**

**1) Plan Review, Permitting & Processing Fee**

Review, process, and permit plans of developers who wish to expand the system are required to pay a fee of \$500.

**2) Hydrant Flow Testing Fee**

The Authority charges \$50 for each flow test that requires Authority staff. Developer’s Engineer or representative must also be present to witness the flow test.

**3) Bacteriological Testing**

The Authority allows the developer and engineer a choice: Sampling of the newly added lines by a SCDHEC approved lab of the developers choosing at the cost of the developer or the Authority will sample for the developer at a cost of \$100 per sample.

**4) Pressure Test Observation**

The developer’s engineer is to witness or observe pressure tests. If the Authority is asked to witness a test for a developer or contractor, a fee of \$50 would be charged. If the Authority is in the course of routine inspection and witness’s a test, there is no charge.

DONE THIS 24th day of June 2019, at Edgefield, South Carolina

Approved By:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Treasurer / Secretary

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

ATTEST:

\_\_\_\_\_  
Administrator

A motion was made by Timmerman to approve the Resolution. Second by Creswell.  
No discussion. Vote unanimous.

**C. MEMORANDUM OF UNDERSTANDING WITH EDGEFIELD COUNTY REGARDING WINDSOR S/D**

Edgefield County and Edgefield County Water & Sewer Authority have been cooperating in efforts to expand infrastructure to the proposed Windsor S/D located along Murrah & Five Notch Rds. To facilitate this working arrangement, an MOU was developed between these two parties. Edgefield County approved and signed this MOU at the June 4, 2019 meeting of Edgefield County Council.

County of Edgefield

**Memorandum of Understanding**

State of South Carolina

This Memorandum of Understanding is made and entered into this 4<sup>th</sup> day of June, 2019, by and between the County of Edgefield (hereinafter referred to as the County) and the Edgefield County Water and Sewer Authority (hereinafter referred to as the Authority).

Whereas, the County wants to have orderly growth and development throughout Edgefield County; and

Whereas, the County can achieve this through proper development standards and installation of water and sewer lines; and

Whereas, the Authority has the exclusive rights to furnish water and sewer in all areas of Edgefield County as defined by the Act which created the Authority and Act Number 1192 of 1970, Acts of the General Assembly for South Carolina; and

Whereas, both parties desire to enter into an agreement to jointly fund and build a sewer line along Murrah Road, to serve a proposed development; and

Whereas, this line would be sized to meet the needs of the proposed development; and

Whereas, a fee would be calculated to pay back the total cost of the sewer line and collected in conjunction with the building permit fee,

Now, Therefore, in consideration of the mutual promises and understandings contained herein and the benefits to be realized by both parties and in further considerations of the benefits to the general public through the enhancement of economic growth to be realized by this agreement, the parties hereto agree to the following:



**County of Edgefield Responsibilities:**


1. To provide a portion of the funding up to 25%, but not exceeding \$162,500 for the ROW, sewer line and measuring station.
2. To calculate the necessary impact fee to pay back the cost of construction and, if required, to obtain approval of the fee through the State of SC
3. To use all means of the County to obtain any necessary ROW for the sewer line.
4. To collect the impact fee through the Edgefield County building permit process and to reimburse quarterly the Authority for their share of the construction, engineering, and other associated project costs. Reimbursement shall be a percentage split, based on the project contribution, as impact fees are received.
5. To assist the Authority as necessary in the design and siting of the sewer line.
6. To create a Developer's Agreement for this project and any subsequent projects that would connect to this line.
7. To recalculate impact fees in the future based on other users connecting to the proposed sewer line.
8. To have a County representative at all meetings concerning the development and construction of this sewer line.

**Edgefield County Water and Sewer Authority Responsibilities:**

1. To provide the remaining funding not appropriated by Edgefield County Council for the engineering, ROW, construction of the sewer line, and other associated costs.
2. To develop engineering plans for the construction of the project, using an engineering firm of the Authority's choosing.
3. To advertise publicly for bids for construction of this project.
4. To help the County in obtaining the necessary ROW for this project
5. To provide oversight and inspection of the sewer line.
6. To review the impact fee calculation developed by the County, and review revisions in the future as needed.
7. Once the project has been designed, the Authority will bid the construction at the time agreed upon through the Developer's Agreement.
8. To assist Edgefield County, create a Developer's Agreement and be a party to the Developer's Agreement for this project and any subsequent projects that would connect to this sewer line.

9. To own, operate, and maintain this sewer line after construction in accordance to SCDHEC Regulations and ECWSA policies.

Edgefield County

By: 

H. Scott Cooper, Chairman

Attest

Date: 06-04-19

\_\_\_\_\_  
Jennifer Gilley Clerk to Council

Edgefield County Water and Sewer Authority

By \_\_\_\_\_  
James Earl Kennamer, Chairman

Attest

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

Administrator Hare recommended to the Board to approve and sign the proposed MOU. A motion was made by Johnson to adopt the MOU. Second by Clark. No discussion. Vote unanimous.



3. The Owner agrees to and shall hereby transfer upon completion of the project, without cost, the exclusive management, control of, and title to said pipe line, including adequate easements, pipes, clean outs, manholes, and all other appurtenances to the Authority. Such lines shall belong exclusively to the Authority, which shall assume responsibility for maintenance, operation, and tapping; and shall have the sole discretion as to any future extensions or connections.
4. It is mutually agreed and understood that sewer service to the individual land owners or lessees requesting the same in this development shall be a transaction between the individual requesting sewer service and the Authority. The Owner shall have no decision making authority or input as to the privilege and right of securing a tap from such lines.
5. The Owner shall receive no payments, now or in the future, for such lines or extensions thereto, and the Authority shall have no duty to extend such lines beyond their present status.
6. The Owner agrees that once this sewer main has been installed by the Owner and accepted by the Authority, the Owner will have no future interest in the line whatsoever.
7. The Authority agrees that the Owner may extend these lines from time to time as new streets are opened in this or other developments that may be served by these sewer mains. The installation shall be in accordance with the same specifications and other conditions of this agreement.
8. Construction or installation shall not be commenced until this agreement is accepted and signed by all parties and written approval has been given to the Owner by the Authority for installation to commence. The Authority will inspect and shall have authority to accept or reject work performed in connection with the installation of sewer lines. Owner agrees that the installation of all sewer lines will be in accordance with the Authority's specifications.
9. The Owner agrees to pay to the County a fee for the costs of the installation of a sewer main to the property. Such fee shall be determined by the County. This fee will be calculated by dividing the cost for construction and engineering of the new sewer line by the 445 units it proposes to serve. Fees are subject to the calculation of fees outlined in Attachment "A", which is incorporated into the terms of this Agreement.
10. Prior to the issuance of any building permit for this parcel, or subsequent subdivision of the parent parcel, the fee shall be paid to the County in addition to other fees associated with the building permit.
11. The Owner shall provide to the County a performance bond or letter of credit in the amount necessary to pay the fee for 445 dwelling units as calculated by the County with an expiration date no sooner than July 1, 2022. The bond will be submitted to the County within 30 days of this Agreement and will be due and payable a final plat has not been approved and ten homes completed or under construction by the County prior to January 1, 2022.
12. ~~Owner agrees to transfer title to real estate designated on the Concept Plan as Future QycOnway Extension and Future Greenway Trailhead to County for the amount of~~  
~~Owner agrees to deed greenway running from Murrah Road to far south border of property, with exact location and width of Greenway to be determined upon agreement of the Owner and County. Width of right of way shall be consistent with width of original railway^ through property.~~ Owner agrees to transfer title to real estate designated on the Concept Plan as Future Greenway Extension and Future Greenway Trailhead to County and Edgefield County is reducing the Planned Development application fee to \$1,100. Width of the right of way shall be a minimum of 50-feet.

- 13. Developer agrees to:
  - A) strive to minimize the number of road crossings of the proposed Greenway; and
  - B) Provide barrier, divide, or other readily identified boundary marker between proposed Greenway and private park.

Other:

- a. An Administrative Fee of \$25.00 and a security deposit of \$65.00 to be paid to the Authority each time a sewer service is requested.
- C) This agreement is binding upon the parties hereto, their heirs, successors and assigns, and shall run with the developed land as covenants thereon.

Owner: \_\_\_\_\_  
Developer

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Authority \_\_\_\_\_  
Edgefield County Water & Sewer Authority

By: \_\_\_\_\_

Attest: \_\_\_\_\_

We so consent to the terms of this Agreement:

Edgefield County Government

By: \_\_\_\_\_

Attest:

**Attachment "A"**  
**Calculation of Fees**

1. Fees will be calculated on the total cost of the project, ~~plus interest and~~ charged per house via the building permit fee. The fee is calculated as follows:

*Total Cost of Project/ Total Number of Permitted Homers = Fee Per Building Permit*

2. Total cost of the project is to include the following engineering, permitting, right-of-way acquisition, materials, cost of construction, legal, and any other cost directly attributable to the cost of this specific sewer main as determined jointly by Edgefield County and Edgefield County Water & Sewer Authority.
3. Fees may be adjusted at the joint discretion of Edgefield County and Edgefield County Water and Sewer Authority if future users connect to the sewer main. These fees shall not be adjusted more than once annually.
4. Adjustment of fees can be made in one of **two** ways if additional users tie in to the sewer main. The adjustment can be calculated as above if a residential development connects. For example:

Development #1 has 300 homes. The cost the sewer main = \$500,000

**$\$500,000/300 = \$1,666.67$  Fee per Permit**

After two years, Developmental has built 50 homes, and Development #2

proposes to connect 100 homes; The calculation would be as follows:

$\$500,000 - \$83,333.50$  (Fees paid to Date & by the 50 homes Constructed)=  $\$416,666.50$

$\$500,000/400$  homes (Development #7 + Development #2) =  $\$1,250$  Building Fee

*Development#1 1<sup>st</sup> 50 Homes Building Fee - \$1,666.67*

*New Building Fee \_\_\_\_\_: \_\_\_\_\_ **\$1,250.00***

*Difference \$ 416.67*

*Number of Homes Built in Development #1 \_\_\_\_\_ **50***

*Total Rebate to Development #1 **\$20,833.50***

$\$20,833.50/250$  Remaining Homes in Development #1 -  $\$83.33$  Rebate per Home

$\$1,250$  Building Fee -  $\$83.33$  Rebate =  $\$1,166.67$  Building Fee for Development #1.

The repayment for the project would then be as such:

Development #1 1<sup>st</sup> 50 Homes =  $\$ 83,333.50$

*Development #1 250 Homes = \$ 291,667.50*  
*Development #2 100 Homes = \$ 125,000.00*  
*Total = \$ 500,001.00*

A second method of calculation may be used if a large commercial or industrial user connects. A prorated or rebate fee can be applied as in the above example. This method would use the volume of sewer contributed as the basis for adjustment. For example:

*Development #1 has 300 homes. The cost of the sewer main = \$500,000*  
*\$500,000/300 = \$1666.67 Fee per Permit*

*Commercial User#1 decides to connect. They contribute 25,000 gpd of sewer.*

*Development #1 contributes 90,000 gpd (300 homes x 300 gpd or 1 ERU).*

*\$500,000 - \$83,333.50 (Fees paid to Date by the 50 homes constructed) = \$416,666.50*

*250 Remaining Development #1 Homes x 300 gpd = 75,000 gpd*

*Commercial User#1 has 25,000gpd/300gpd = 83.3 Equivalent Residential Units (ERU)*

*Development #1(300 homes or ERU) + Commercial User #1(83.3 ERU) = 383.3 ERU*

*\$500,000/383.3=\$1,304.46 Fee per Permit*

*Development#1 1<sup>st</sup> 50 Homes Building Fee - \$1,666.67*

*\; New Building Fee \_\_\_\_\_ : \_\_\_\_\_ \$1,304.46*

*Difference \$ 362.21*

*Number of Homes Built in Development #1 \_\_\_\_\_ 50*

*Total Rebate to Development #1 \$18,110.50*

*\$18,110.05/250 Remaining Homes in Development #1 = \$72.44 Rebate per Home*

*\$1,304.46 Building Fee - \$72.44 Rebate = \$1,232.02 Building Fee for Development #1*

5. The applicable "look back" window for any adjustment to building fees will be 4 to 7 years. No adjustment to fees paid shall be made to building permit fees outside of this window.
6. Edgefield County and Edgefield County Water and Sewer Authority will jointly have sole discretion over determining which method shall be used for calculating any adjustments to fees.

7. Fees will be payable at the time of issuance of each building permit. No building permit will be issued without payment of this fee.

Administrator Hare recommended to the Board the approval of this agreement to proceed with construction of the sewer main, contingent on all parties signing. A motion was made by Creswell to approve the Developer's Agreement. Second by Clark. No discussion. Vote unanimous.

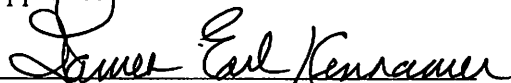
**E. MURRAH RD. FORCE MAIN ENGINEERING**

Administrator Hare presented to the Board a proposal to complete the engineering for the Murrah Rd. force main. Previously, Administrator Hare had approved a not to exceed amount of \$10,000 to AECOM to begin surveying and preliminary design of the force main along Murrah Rd. to serve the proposed Windsor subdivision. AECOM has provided a cost of \$16,000 to complete the engineering and permitting of the project. Administrator Hare recommended to the Board to accept this proposal as it appears to be less than the normal 10% of total project costs. A motion was made by Williams to approve the additional \$16,000 for engineering to AECOM. Second by Timmerman. No discussion. Vote unanimous.

**EXECUTIVE SESSION** – Chairman Kennamer recommended that the Board enter into Executive Session to discuss a legal matter. A motion was made by Johnson to enter into Executive Session. Second by Clark. No action was taken.

Motion was made by Clark to adjourn.  
Second by Johnson  
Time: 6:04 p.m., June 24, 2019  
Vote Unanimous

Approved

  
James Earl Kennamer, Chairman