RESOLUTION NO.: R-2020-006

Authorizing the City Manager to execute an Intergovernmental Agreement for Bulk Water Sale between the City of Columbia and Richland County for Murray Point Subdivision

BE IT RESOLVED by the Mayor and City Council this 21st day of January, 2020, that the City Manager is authorized to execute the attached Intergovernmental Agreement for Bulk Water Sale, or on a form approved by the City Attorney, between the City of Columbia and Richland County for Murray Point Subdivision, for the terms and conditions therein contained.

Requested by:

Assistant City Manager Shealy

Approved by:

city manager

Approved as to form:

City Attorney

Introduced: 1/21/2020 Final Reading: 1/21/2020

ATTEST:

City Clerk

'al. U. Hammond

Last revised: 1/2/2020 20004107

STATE OF SOUTH CAROLINA)	
)	INTERGOVERNMENTAL AGREEMENT FOR
)	BULK WATER SALE
COUNTY OF RICHLAND)	

This PURCHASE AGREEMENT FOR BULK WATER ("Agreement"), effective as of the of ______, 2019, is made by and between RICHLAND COUNTY, SOUTH CAROLINA ("County"), and the CITY OF COLUMBIA, SOUTH CAROLINA ("Columbia").

WHEREAS, Columbia is a body politic and corporate and is vested with all powers granted to municipal corporations by the Constitution and the general laws of the State of South Carolina ("State"), including the power to make and execute contracts and operate utility systems;

WHEREAS, the County is a political subdivision authorized to conduct business in the State and is vested with all corporate powers under the Constitution and general laws of the State, including the power to make and execute contracts and to operate utility systems;

WHEREAS, the County desires to purchase water from Columbia on a bulk basis so that the County can service the property more particularly described on the attached Exhibit A ("Service Area");

WHEREAS Columbia is willing to sell water to the County on a bulk basis.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Columbia agrees to supply and County agrees to purchase bulk water from Columbia, not to exceed 10,000 gallons per day, for County to serve within the Service Area as described in Exhibit A. County shall be responsible for determining that the amount of water purchased is adequate for service to the Service Area from the specified delivery point. Columbia does not guarantee or warrant any specific level of service, but will use all reasonable efforts to provide County with bulk water from Columbia, not to exceed 10,000 gallons per day. Water delivered to the County's specified service delivery point shall meet all applicable South Carolina Department of Health and Environmental Control (SCDHEC) standards for potable water. Columbia shall monitor the water quality on Columbia's side of the meter(s) at the service delivery points, at such times and in such manner as Columbia deems appropriate, to confirm that the water delivered to County at the service delivery points meets all applicable SCDHEC standards for potable water. If Columbia determines that the water does not meet all applicable SCDHEC standards for potable water, Columbia shall immediately notify County, shut off the provision of water purchased under this Agreement to County and take appropriate measures to cause the water to meet all applicable SCDHEC standards for potable water. The parties agree that the sale of water by Columbia and the purchase by County does not constitute permission by County for Columbia to annex now or in the future any portion of the Service Area as described in Exhibit A. This agreement does not constitute permission from the County for Columbia to annex any property in the unincorporated area of Richland County, nor does it constitute waiver by Columbia of any rights of annexation it may have as provided by law.
- Water furnished by Columbia shall be measured at the service delivery point by metering equipment owned and maintained by Columbia and paid for and installed by County. County shall pay for and purchase the appropriate size meter from Columbia. Metering equipment shall be installed in housing constructed by County, at County's cost and expense, at service

Legal Department City of Columbia, SC

delivery points acceptable to the parties. Columbia and County shall have free access to the metering equipment.

- 3. In the event County requires service delivery points in addition to the current service delivery point(s), County shall construct, not at Columbia's expense, any water main extensions and appurtenances of appropriate size, required to provide water to the service delivery points, and County shall own any water main extensions and appurtenances it may construct. In accordance with paragraphs 7 and 10 of this Agreement, such water main extensions shall be installed within easements and in accordance with plans approved by County. County shall obtain all approvals from the South Carolina Department of Health and Environmental Control or any federal or other state entities required to construct, operate and maintain the system.
- 4. Columbia shall read the metering equipment installed at the service delivery point at periodic intervals of approximately thirty (30) days to determine the amount of water provided by Columbia to County. The volume of water measured through the metering equipment shall be used to calculate monthly service charges. Monthly service charges for water supplied and billed to County are to be paid on or before the due date indicated on the monthly bill. If monthly service charges for water supplied and billed to County are fifteen (15) days in arrears, Columbia shall have the right, thirty (30) days after the mailing of written notice of the default to County, to terminate this Agreement and cease furnishing water to County.
- 5. County shall pay to Columbia monthly service charges for all water provided under the terms of this Agreement in accordance with the rates set forth in Appendix "A", which is attached hereto and incorporated herein by specific reference thereto.
- 6. The rates specified in Paragraph 5, Appendix A, above, may be increased or decreased by Columbia City Council, from time to time, by Ordinance, in its sole and exclusive discretion.
- 7. Installation, ownership, operation and maintenance of any and all portions of the water distribution system past the service delivery points shall be the sole responsibility of County, at no cost to Columbia.
- 8. County shall have the exclusive right to assess and collect any tap-on fees and service charges for any connections to any portions of the water distribution systems that are located past the service delivery points.
- 9. Columbia shall use reasonable diligence to provide a regular and uninterrupted supply of water to the service delivery points, but shall not be liable to County for damages, breach of contract or other variations of service occasioned by any cause whatsoever. Such causes may include by way of illustration, but not limitation, acts of God or of the public enemy, acts of any federal, state or local government in either its sovereign or contractual capacity, fires, droughts, floods, epidemics, quarantine restrictions, strikes, failure or breakdown of transmission or other facilities, or temporary interruptions of water service. Columbia shall notify County as soon as is practicable in advance of any reduction in the amount of water made available to County. In the event the City restricts water use during a water shortage as provided for by City Ordinance Sec. 23-70, such restrictions shall apply equally to County and City of Columbia customers affected by the water shortage and subject to the restrictions. Upon receiving such notice from Columbia, County shall, within twenty-four (24) hours, initiate adequate measures to reduce its water demands from Columbia to an amount identified by Columbia. Columbia reserves the right, at any time without notice to County or its customers, to shut the water off its mains for the purpose of making repairs, performing maintenance or installing lines, mains hydrants or other connections.

No claims shall be made against Columbia by County by reason of the breakage of any service pipe or service cock, or from any other damage that may result from shutting off water for repairing, laying or relaying mains, hydrants or other connections. Columbia shall assume no responsibility, financially or otherwise, for water quantity or quality past the service delivery points, including responsibility for compliance with all state and/or federal regulations relating to drinking water.

- 10. This Agreement shall be effective once signed by the parties and shall be in effect unless terminated by either party upon the terminating party giving ninety (90) days' written notice of its termination of the Agreement to the other party.
- 11. The parties agree that this Agreement supersedes all previous agreements between the parties for the sale of bulk water for the Service Area described in Exhibit A, and all such previous agreements shall be of no effect upon the execution of this Agreement.
- 12. Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach hereof. Neither party shall assign this Agreement or transfer any rights and obligations hereunder without written consent of the other party. Such consent will not be unreasonably withheld by Columbia or County. This Agreement may not be amended or modified unless such amendments or modifications are in writing and signed by the parties hereto.
- 13. Any notice as may be required herein shall be sufficient, if in writing and sent by certified U.S. mail with sufficient postage affixed thereto, to the following addresses, unless otherwise changed by written notice:

City of

Attention:

City Manager

Copy to:

City Attorney

Columbia

Post Office Box 147

Post Office Box 667

Columbia, SC 29217

Columbia, SC 29202

COUNTY

this Agreement.

Attention:

County Administrator

Copy to:

County Attorney

Post Office Box 192 Columbia, SC 29202 Post Office Box 192 Columbia, SC 29202

14. If any one or more of the terms of this Agreement should be determined by a court of competent jurisdiction to be contrary to law, Columbia and County agree to amend such term or terms to bring the Agreement in compliance with law if such term or terms are essential to the validity or operation of this Agreement. Otherwise such terms shall be deemed severable from the remaining terms of this Agreement and shall in no way affect the validity of the other terms of

- 15. Ambiguities in the terms of this Agreement, if any, shall not be construed against Columbia or County. Jurisdiction of any action brought by Columbia or County under this Agreement shall be in the Court of Common Pleas with venue in Richland County.
- 16. This Agreement contains the entire agreement between the parties and shall be binding upon the parties, their respective successors and assigns, as may be applicable to the particular entity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized officials the date first written above.

WITNESSES:

E

Ву: ___

COUNTY

ITS: County Council Chair

Date:

WITNESSES

CITY OF COLUMBIA

By: Generalifon

2/4/2000

APPROVED AS TO FORM

Legal Department City of Columbia, SC

APPENDIX A RATE ORDINANCE

ORDINANCE NO.: 2019-039

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates

BE IT ORDAINED by the Mayor and Council this 18th day of June, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates, are amended to read as follows:

Sec. 23-143. Water service rates.

Generally. Except as otherwise provided by contract, monthly water service charges shall be as follows:

Monthly Water Use (cubic feet)	Meter Size (inches)	In City	Out of City
Minimum300	3/4"	8.12	13.81
	1"	13.56	23.05
	1.5"	20.31	34.53
	2"	32.49	55.24
	3"	65,00	110.49
	4"	101.55	172.63
	6"	203.35	345,69
	8"	324.96	552.43
	10"	645.21	1096.85

Additional charge per 100 cubic feet

Volumetric Charges are based on the customer category.

Monthly Water Use (cubic feet)	In City	Out of City
Residential:		
Next 9,700	2.91	4.96
Next 90,000	2.77	4.71
Over 100,000	2.62	4.45
Irrigation:		
Next 9,700	4.96	8.43
Next 90,000	4.71	8.02
Over 100,000	4.45	7.58
All others:		
Next 9,700	2,77	4.71
Next 90,000	2.62	4.45
Over 100,000	2.45	4.18

Sec. 23-149. Sewer service rates.

(a)	Generally. Except as otherwise provided by	contract, the month!	y sewer service charge shall be as follows:
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Size of Meter (inches)	In City	Out of City
5/8	8.12	13.81
1	8.12	13.81
11/2	8.12	13.81
2	13.00	22.09
3	25.99	44.18
4	40.62	69.04
6	81.24	138.11
8	129.99	220.97
10	203.10	345.27
	Monthly Sewer Service Charge	
Monthly Water Use (cubic feet)	In City	Out of City
Each 100 cubic feet	4.22	7.18

(b) Consumers using water cooling towers for air conditioning. Consumers using water cooling towers for air conditioning systems shall be given a credit of 30 cubic feet per ton per month during the service periods commencing in the months of April through October. The minimum charge shall be:

Size of Meter (inches)	In City	Out of City
5/8	13.17	16,75
1	18.57	24,53
11/2	23.96	32.30
2	34.75	47.80
3	56.31	78.87
4	99.44	140.99
6	207.25	296.30
8	293.48	420.55
10	646.54	929.21

(c) Surcharge for excess BOD or suspended solids. If any person discharges into the sanitary sewerage system a waste containing BOD concentration or suspended solids in excess of 300 milligrams per liter, then such person shall pay an additional cost according to rates determined by the city council. This monthly surcharge will be assessed on each pound of BOD and each pound of suspended solids in excess of 300 milligrams per liter as follows:

BOD Rate	Suspended Solids Rate
\$0.08	\$0.06
0.11	0.08
0.14	0.10
0.17	0.12
0.20	0.14
	\$0.08 0.11 0.14 0.17

(d) Limitation on charge on single-family residences. Maximum sewer charge on single-family residences during the service periods commencing in the months of April through October will be 1,400 cubic feet.

(e) Apartments and trailer parks. Sewer rates for apartment buildings and trailer parks shall be the base rate of a single-family residence per dwelling unit plus a base fee based on meter connection size plus the rate per 100 cubic feet as reflected by water consumption.

(f) Hotels, motels, dormitories and roominghouses. Sewer rates for hotels, motels, dormitories and roominghouses shall be one-half the base rate of a single-family residence per room plus a base fee based on meter

connection size plus the rate per 100 cubic feet as reflected by water consumption.

(g) Contaminated groundwater. Separate meters for discharges of contaminated groundwater are required. In city or out of city customers discharging contaminated ground water shall pay the out of city base monthly sewer service charge times one and one-half plus the out of city monthly sewer service charge for each 100 cubic feet times one and one-half.

This ordinance is effective as of July 1, 2019.

Requested by:

Mayor and City Council

Approved by:

City Manager

Approved as to form:

City Attorney

Public Hearing: 6/11/2019 Introduced: 6/11/2019 Final Reading: 6/18/2019 ATTEST:

City Clerk

EXHIBIT A

