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**RESOLUTION NO.: R-2013-021**

*Authorizing the City Manager to execute an Intergovernmental Agreement for Bulk Water Service to the Town of Winnsboro and an Agreement with the Town of Winnsboro mutually agreeing to terminate the existing Agreement between the Town of Winnsboro and the City of Columbia authorized by resolution R-2012-025*

WHEREAS, by Resolution No. R-2012-025, enacted on March 13, 2012, City Council authorized the City Manager to execute an Agreement to Purchase and Sell Surplus Water between the City of Columbia and the Town of Winnsboro for bulk water service to the Town of Winnsboro; and,

WHEREAS, the Town of Winnsboro desires to increase the level of water service being provided to the Town of Winnsboro by the City of Columbia; and,

WHEREAS, the City of Columbia desires to increase the level of water service being provided to the Town of Winnsboro and authorizes the City Manager to sign the attached Intergovernmental Agreement for Bulk Water Service to the Town of Winnsboro between the City of Columbia and the Town of Winnsboro for bulk water service to the Town of Winnsboro; NOW THEREFORE,

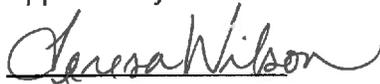
BE IT RESOLVED by the Mayor and City Council this 4th day of June, 2013, that the City Manager is authorized to execute the attached Intergovernmental Agreement for Bulk Water Service to the Town of Winnsboro between the City of Columbia and the Town of Winnsboro contingent upon the Town of Winnsboro entering into an agreement with the City of Columbia mutually agreeing to terminate the existing Agreement between the Town of Winnsboro and the City of Columbia authorized by Resolution R-2012-025, which the City Manager is hereby authorized to execute.

Requested by:

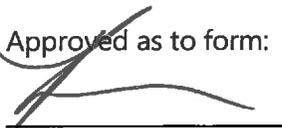
Town of Winnsboro

  
\_\_\_\_\_  
Mayor

Approved by:

  
\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Introduced: deferred 2/19/2013

Final Reading: 6/4/2013

Last revised: 2/11/2013  
13020329

STATE OF SOUTH CAROLINA )  
 )  
 )  
COUNTY OF RICHLAND )

INTERGOVERNMENTAL AGREEMENT FOR  
BULK WATER SERVICE TO THE TOWN OF WINNSBORO

THIS INTERGOVERNMENTAL AGREEMENT FOR BULK WATER SERVICE TO THE TOWN OF WINNSBORO (AGREEMENT) is made by and between the TOWN OF WINNSBORO (Winnsboro) and the CITY OF COLUMBIA (Columbia).

WHEREAS, Winnsboro desires to purchase water from Columbia on a bulk basis to serve within its corporate limits and beyond its corporate limits within that portion of the Town of Blythewood which is currently being served by Winnsboro and within Fairfield County; and,

WHEREAS, there is no potential for annexation of the proposed service area by Columbia at this time; and,

WHEREAS Columbia is willing to sell water to Winnsboro 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 Winnsboro agrees to purchase bulk water from Columbia, not to exceed one million (1,000,000) gallons per day, to serve within its corporate limits and beyond its corporate limits within that portion of the Town of Blythewood, which is currently being served by Winnsboro, and within Fairfield County. Winnsboro shall determine that the level of service available to the specified service delivery points is adequate to serve within its corporate limits and beyond its corporate limits within that portion of the Town of Blythewood, which is currently being served by Winnsboro, and within Fairfield County. Columbia does not guarantee or warrant any specific level of service, but will use all reasonable efforts to provide Winnsboro with bulk water from Columbia, not to exceed one million (1,000,000) gallons per day. Water delivered to the specified service delivery points, 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 Winnsboro's meters at the service delivery points, at such times and in such manner as Columbia deems appropriate, to confirm that the water delivered to Winnsboro 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 Winnsboro, shut off service to Winnsboro and take appropriate measures to cause the water to meet all applicable SCDHEC standards for potable water.

2. Water furnished by Columbia shall be measured at the service delivery points by metering equipment owned and maintained by Columbia and paid for and installed by Winnsboro. Winnsboro shall purchase the appropriate size meter from Columbia. Metering equipment shall be installed in housing constructed by Winnsboro, at Winnsboro's cost and expense, at a service delivery points mutually acceptable to both Columbia and Winnsboro. Columbia and Winnsboro shall have mutual free access to the metering equipment.

3. In the event Winnsboro requires additional service delivery points in addition to the current service delivery point, Winnsboro shall construct, entirely at its own expense, any water main extensions and appurtenances of appropriate size, as approved by Columbia, required to provide water to the service delivery points. Such water main extensions shall be installed within exclusive easements and in accordance with plans approved by Columbia. Winnsboro will not place the system in operation until final inspection and final approval is given by Columbia. Winnsboro shall obtain all approvals from the South Carolina Department of Health and Environmental Control or any other federal or 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 Winnsboro. 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 Winnsboro 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 Winnsboro are fifteen (15) days in arrears, Columbia

shall have the right, thirty (30) days after the mailing of written notice of the default to Winnsboro, to terminate this Agreement and cease furnishing water to Winnsboro.

5. Winnsboro 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 Winnsboro, at no cost to Columbia.

8. Winnsboro 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 Winnsboro 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 Winnsboro as soon as is practicable in advance of any reduction in the amount of water made available to Winnsboro. 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 Winnsboro and City of Columbia customers affected by the water shortage and subject to the restrictions. Upon receiving such notice from Columbia, Winnsboro 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 Winnsboro 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 Winnsboro 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 for a period of five (5) years from the date this Agreement is executed by Winnsboro. Winnsboro may extend this Agreement for an additional five (5) year term by giving Columbia written notice ninety (90) days prior to the end of the initial five (5) year term.

11. Upon execution of this Agreement, Columbia and Winnsboro mutually agree to terminate the existing agreement between Columbia and Winnsboro by written agreement to terminate and such agreement shall be null and void and no longer legally binding upon Columbia or Winnsboro. This Agreement is contingent upon the execution of a written agreement to terminate by Columbia and Winnsboro.

12. Winnsboro may terminate this Agreement upon ninety (90) days written notice to the City.

13. Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach hereof. Winnsboro shall not assign this Agreement or transfer any rights and obligations hereunder without written consent of Columbia. Such consent will not be unreasonably withheld by Columbia or Winnsboro. This Agreement may not be amended or modified unless such amendments or modifications are in writing and signed by the parties hereto.

14. Any notice as may be required herein shall be sufficient, if in writing and sent by certified U.S. mail with sufficient pre-paid postage affixed thereto, to the following addresses, unless otherwise changed by written notice:

City of Columbia

Attention: City Manager  
Post Office Box 147  
Columbia, South Carolina 29217

With a copy to:

City Attorney  
Post Office Box 667  
Columbia, South Carolina 29202

Town of Winnsboro

Attention: Town Manager  
Post Office Box 209  
Winnsboro, South Carolina 29180

With a copy to:

15. 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 Winnsboro 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 this Agreement.

16. Ambiguities in the terms of this Agreement, if any, shall not be construed against Columbia or Winnsboro. Jurisdiction of any action brought by Columbia or Winnsboro under this Agreement shall be in the Court of Common Pleas with venue in Richland County.

17. 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:

\_\_\_\_\_  
\_\_\_\_\_

TOWN OF WINNSBORO

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

Ashley M. Gunkle  
Tasha Stephens

CITY OF COLUMBIA

BY: Teresa B. Wilson  
Teresa B. Wilson

ITS: City Manager

DATE: 6-7-2013

**APPENDIX "A"**

**ORDINANCE NO.: 2013-013**

*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 rate, and Sec. 23-149 Sewer service rates, (a) Generally*

BE IT ORDAINED by the Mayor and Council this 26th day of March, 2013, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates and Sec. 23-149 Sewer service rates, (a), Generally are amended to read as follows:

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**Sec. 23-143. Water service rates.**

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

<i>Monthly Water Use (cubic feet)</i>	<i>Meter Size (inches)</i>	<i>In City</i>	<i>Out of City</i>
Minimum----300	5/8"	\$ 6.00	\$ 10.20
	1"	\$ 10.02	\$ 17.03
	1 1/2"	\$ 15.00	\$ 25.50
	2"	\$ 24.00	\$ 40.80
	3"	\$ 48.00	\$ 81.60
	4"	\$ 75.00	\$ 127.50
	6"	\$ 150.18	\$ 255.31
	8"	\$ 240.00	\$ 408.00
	10"	\$ 476.52	\$ 810.08
	Additional charge per 100 cubic fee		

Volumetric Charges are based on the customer category

<i>Monthly Water Use (cubic feet)</i>	<i>In City</i>	<i>Out of City</i>
<i>Residential</i>		
Next 9,700	\$ 2.16	\$ 3.67
Next 90,000	\$ 2.05	\$ 3.49
Over 100,000	\$ 1.94	\$ 3.30
<i>Irrigation</i>		
Next 9,700	\$ 3.67	\$ 6.24
Next 90,000	\$ 3.49	\$ 5.93
Over 100,000	\$ 3.30	\$ 5.61
<i>All others</i>		
Next 9,700	\$ 2.05	\$ 3.49
Next 90,000	\$ 1.94	\$ 3.30
Over 100,000	\$ 1.82	\$ 3.09

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**Sec. 23-149. Sewer service rates.**

(a) *Generally.* Except as otherwise provided by contract, the monthly sewer service charge shall be as follows:

<i>Size of Meter (inches)</i>	<i>In City</i>	<i>Out of City</i>
5/8	\$ 6.00	\$ 10.20
1	\$ 6.00	\$ 10.20
1-1/2	\$ 6.00	\$ 10.20
2	\$ 9.60	\$ 16.32
3	\$ 19.20	\$ 32.64
4	\$ 30.00	\$ 51.00
6	\$ 60.00	\$102.00
8	\$ 96.00	\$163.20
10	\$150.00	\$255.00
<i>Monthly Water Use (cubic feet)</i>	<i>Monthly Sewer Service Charge</i>	
	<i>In City</i>	<i>Out of City</i>
Each additional 100 cubic feet	\$ 3.13	\$ 5.32

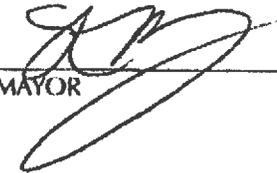
This ordinance is effective as of May 1, 2013.

Requested by:

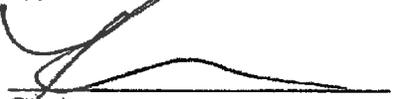
Utilities and Engineering

Approved by:

  
City Manager

  
MAYOR

Approved as to form:

  
City Attorney

ATTEST:

  
City Clerk