



LAURENS COUNTY WATER AND SEWER COMMISSION
Board of Commissioners Meeting
December 17, 2014

MINUTES

COMMISSIONERS PRESENT:

Dime Hollingsworth (County Council District I)
Philip O'Dell (County Council District II)
Jurell Byrd, Jr. Secretary (County Council District III)
Bill Teague, Vice Chairman (County Council District IV)
Susan Curry, Treasurer (County Council District V)
Lumus Byrd, Jr. (County Council District VI)
Jimmy Young (Municipal)

COMMISSIONERS ABSENT:

Ted Davenport, Chairman (County Council District VII)

STAFF PRESENT:

Jeff Field, Executive Director
Steve Griffin, Construction Manager
Damas Mattison, Regulatory Compliance & Operations Manager
Angie Nelson, Director of Administration & Customer Service
K.C. Price, Engineering Manager
Mary-Wallace Riley, Executive Administrative Assistant

STAFF ABSENT:

Wendy Medlock, Director of Finance

ATTORNEY:

Allen Wham

PRESS:

None

CALL TO ORDER

Vice-Chairman Teague called the meeting to order at 8:28 a.m. in the Laurens County Water and Sewer Commission's training rooms.

INVOCATION

Delivered by Commissioner Curry.

APPROVAL OF MINUTES

Vice-Chairman Teague asked if there were any additions or corrections to the November 25, 2024, minutes as submitted to the Commissioners. None were submitted.

Commissioner L. Byrd, Jr. **MOVED** that November 25, 2024, minutes be approved as submitted. **MOTION SECONDED** by Commissioner J. Young **MOTION CARRIED**. AYES, 6; NAYS, 0.

CHAIRMAN REMARKS

Vice-Chairman Teague welcomed everyone and expressed his appreciation for the Christmas Dinner at Musgrove Mills. He also encouraged everyone to remember those less fortunate or grieving during this time of year. He, along with all the commissioners, thanked Mr. Mattison for preparing the special Christmas breakfast.

EXECUTIVE DIRECTOR REMARKS

Mr. Field welcomed everyone and acknowledged Vice-Chairman Teague as the acting Chair in Chairman Davenport's absence. He took a moment to encourage everyone to remember those facing their first holiday season without their loved ones. Mr. Field then noted that the meeting agenda would need to be amended to include the approval of the Gray Court Garbage Pickup Billing Agreement, as it had been inadvertently omitted from the original documents approved by Gray Court.

Commissioner O'Dell **MOVED** that the December 17, 2024, agenda be amended to include the Gray Court Garbage Collection Agreement. **MOTION SECONDED** by Commissioner J. Byrd, Jr. **MOTION CARRIED**. AYES, 6; NAYS, 0.

Mr. Field provided details about the County Council's resolution to amend their Hazard Mitigation Plan to include LCWSC, which was approved at the December 9, 2024, County Council meeting. He explained that this amendment enables LCWSC to officially participate in the plan, making us eligible for FEMA Hazard Mitigation Assistance (HMA) funding. Inclusion in the Hazard Mitigation Plan is a requirement for BRIC funding. He explained that a **BRIC grant**, short for **Building Resilient Infrastructure and Communities**, is a federal grant program administered by the Federal Emergency Management Agency (**FEMA**). It was introduced as part of FEMA's hazard mitigation assistance programs to help communities prepare for and reduce the risks associated with natural disasters.

Our plan is to use BRIC funding to expand storage capacity at the Water Treatment Facility. Since the BRIC grant requires a local cost-share, we aim to apply for Rural Infrastructure Authority (RIA) funds to cover a portion of the matching funds.

Mr. Field reported that LCWSC has been awarded a \$1.5 million grant from the Rural Infrastructure Authority (RIA) for the Hospital Area Supply Line project on Milam Road. This project involves replacing approximately 8,000 linear feet of aging, 25-year-old, thin-walled 12-inch PVC waterline with a more durable 16-inch ductile iron pipe (DIP) waterline. The upgrade aims to enhance reliability for the recently constructed booster pump station on Milam Road, providing several immediate benefits to the LCWSC distribution system, including reduced pressure fluctuations, increased capacity, and shorter pump run times.

LCWSC MONTHLY FINANCIAL SUMMARY

The monthly financial summary was presented to the Commissioners. A copy of the summary can be found in the Commissioner Board Packet.

As of November 30, 2024, LCWSC had a total of \$7,984,370 in cash for operating and reserve funds as compared to \$6,865,755 this time in FY24. As of November 30, 2024, LCWSC was awaiting an LCDC reimbursement of \$10,150 and an EDA reimbursement of \$252,158, which was requested in November. This means the total cash balance would be \$8,246,678.

Mr. Field discussed the highlights for Water Distribution and Treatment, Wastewater Treatment, Wastewater Collection, Lake Rabon, and the Town of Gray Court. He also supplied the percentage breakdown for operating revenue, operating expenses, capital revenue, and capital expenses by department and the overall combined percentage for each.

Mr. Field noted that as of November 2024, LCWSC had received \$20,000 in contributed capital grants for Administration, \$799,825 for Wastewater Treatment, and \$50,000 for Wastewater Collection. Thus far, in FY25, a total of \$869,825 has been received in contributed capital grants. Future grant funds that are committed are for the following projects: Water and Sewer Infrastructure Master Plan RIA project, WWTP Sludge CDBG / SRF project, Metric Road Elevated Water Tank EDA project, and SCIIP Hospital Area Water System Improvements project.

As of November 2024, there was \$63,041 in customer paid line extensions.

LCWSC MONTHLY OPERATIONS SUMMARY

The monthly operations summary was presented to the Commissioners. A copy of the summary can be found in the Commissioner Board Packet.

Mr. Field noted that the average gallons per day (GPD) per active residential tap for November 2024 was 137 GPD. On average, each customer uses 134 GPD over a 12-month period.

Mr. Field shared the precipitation graph, noting that in November FY25, the rainfall was 2.18 inches, which is 0.94 inches above that of November FY24, 3.95 inches below that of November FY23, and 0.70 inches below the norm for November. This data is a county average derived from rain gauges at Brighton Meadows, Bush River Wastewater Treatment Plant, Clinton Pump Station, and Lake Rabon.

Mr. Field then recognized Mr. Mattison to review the work order summary. Mr. Mattison reported that forty-two new water taps, and ten new sewer taps were installed in November 2024. Mr. Mattison presented a map indicating the distribution of all new taps installed throughout the county.

Mr. Mattison discussed water purchase and shared the water audit report. The report captures the Rolling Average Water Audit in gallons for the system including the revenue (sold), the non-revenue (unaccounted), and the non-revenue authorized consumption (audited) versus the purchased. The rolling 12-month average for non-revenue (unaccounted) water is 14,237,242 gallons, which is an increase of 496,777 gallons over the previous 12-month average. The target for unaccounted water is less than 19,500,000 gallons.

In November 2024, there were fourteen main line leak work orders; eleven were repaired within two weeks, and three later than four weeks. There were thirteen lateral line leak work orders: four were repaired within two weeks and nine later than four weeks. As of November 2024, there were eleven

active service line leaks over two weeks old and no active main line leaks open over two weeks old.

Mr. Price provided an update on the Lake Greenwood Water Treatment Facility, reporting that in November 2024, the facility pumped 65.655 MG of raw water and treated 59.382 MG. He also expressed his appreciation to Water Treatment Facility Operators Chris Lee, and Jill Russell, along with Josh Fridy, Maintenance Operator, for their diligent work on repairing filter valves.

OLD BUSINESS

None

NEW BUSINESS

1. Resolution to Accept the Gray Court Water System

Mr. Field presented the Resolution to Accept the Gray Court Water System and provided an overview of the documents associated with accepting the Gray Court Water System explaining that approval of the resolution will serve as acceptance of all the associated documents. He then shared that the resolution includes the following associated documents:

1. Utility Asset Agreement
2. Agreement About Provision of Water, Sewer, and Annexation of Designated Territory
3. Termination of Utility Service Management Agreement

Commissioner Young **MOVED** that the *Resolution to Accept the Gray Court Water System* be approved as presented. **MOTION SECONDED** by Commissioner Hollingsworth. **MOTION CARRIED.** AYES, 6; NAYS, 0.

2. Gray Court Garbage Pickup Billing Agreement

Mr. Field explained that the Town of Gray Court manages garbage collection within its municipal boundaries, while LCWSC has been including the cost of this service on water bills for Gray Court customers and transferring the collected funds to the Town. Following the termination of the Utility Service Management Agreement, a new agreement became necessary to allow LCWSC to continue billing water customers within the Town's limits for garbage collection, forwarding the collected payments to the Town each month, all at no expense to the Town.

Commissioner L. Byrd, Jr., **MOVED** that the *Gray Court Garbage Pickup Billing Agreement* be approved as presented. **MOTION SECONDED** by Commissioner Hollingsworth. **MOTION CARRIED.** AYES, 6; NAYS, 0.

OTHER BUSINESS

None

EXECUTIVE SESSION

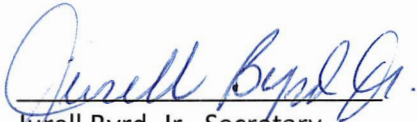
None

ADJOURN

Commissioner O'Dell **MOVED** to *adjourn the Board of Commissioners meeting.* **MOTION SECONDED** by Commissioner Young **MOTION CARRIED.** AYES,6; NAYS, 0.

There being no further business, the meeting was adjourned.

I certify that the above Minutes accurately reflect the business conducted at the Commission meeting on December 17, 2024, and that the minutes were approved at the January 28, 2025, meeting.


Jurell Byrd, Jr., Secretary

STATE OF SOUTH CAROLINA) LAURENS COUNTY WATER AND SEWER COMMISSION
)
) RESOLUTION
COUNTY OF LAURENS)

A RESOLUTION BY LAURENS COUNTY WATER AND SEWER COMMISSION TO AUTHORIZE ENTRY INTO AND APPROVAL OF A WATER UTILITY ASSET AGREEMENT, AN AGREEMENT ABOUT PROVISION OF WATER, SEWER AND ANNEXATION OF DESIGNATED TERRITORY, AND TERMINATION OF UTILITY SERVICE MANAGEMENT AGREEMENT, ALL WITH THE TOWN OF GRAY COURT

BE IT RESOLVED by the Commissioners of Laurens County Water and Sewer Commission (LCWSC), at a meeting duly assembled, that:

SECTION 1. Town of Gray Court (GC) is a South Carolina municipality located in Laurens County, South Carolina, that owns and operates water infrastructure and provides water service to customers in incorporated and unincorporated parts of Laurens County which is provided to GC on a wholesale basis by LCWSC.

SECTION 2. LCWSC is a Special Purpose District created pursuant to, *inter alia*, 1972 S.C. Act No. 1838 and 1972 S.C. Act No. 1885 and subsequent ordinances consolidating the Rabon Creek Water District and Laurens County Water Resources Commission, that owns and operates certain water infrastructure and provides water service to customers in unincorporated areas of Laurens County.

SECTION 3. LCWSC is authorized to provide utility services inside the municipal limits of GC by intergovernmental agreement;

SECTION 4. GC and LCWSC entered into a service area agreement pursuant to which each was entitled to continue to serve their existing customers inside and outside the limits of GC, and future developments by GC if inside the limits and by LCWSC if outside the limits, unless either is unable or unwilling to serve in their respective area in which case the other is to serve if the non-provider consents.

SECTION 5. GC desired for LCWSC to furnish certain services to GC's customers by management agreement which is terminated simultaneously herewith in order to accomplish the provisions hereof.

SECTION 6. By Resolution 23-08-21, GC through its Council authorized the lawful transfer of GC's water system to LCWSC.

SECTION 7. GC held a referendum in accordance with applicable law to approve the transfer of the water system by it to LCWSC, which passed.

SECTION 8. GC and LCWSC memorialized in a Water Utility Asset Agreement the terms, covenants and provisions by which GC will transfer and LCWSC will acquire all of GC's rights and interests in the water infrastructure and water service to customers located in a geographical area depicted on Exhibit A to the Agreement.

SECTION 9. GC desired for LCWSC to furnish certain services to GC's customers.

SECTION 10. On November 26, 2019 GC and LCWSC entered into a Utility Management Service Agreement for an initial term until January 1, 2023, which was renewed on November 22, 2022, when the Parties entered into a Renewal of Term of Utility Management Service Agreement that extended the expiration date until January 1, 2026.

SECTION 11. By Resolution 23-08-21, GC ordained for the Utility Management Service Agreement, as renewed, to be terminated, incident to the lawful transfer of GC's water system to LCWSC, including the passage of a referendum to approve the transfer, which are being accomplished by a Termination of Utility Service Management Agreement and a Water Utility Asset Agreement between the Parties, executed simultaneously herewith.

SECTION 12. LCWSC has agreed that, after Termination of Utility Service Management Agreement and the consummation of the Water Utility Asset Agreement, LCWSC will endeavor to provide sewer infrastructure and sewer service to the area shown on Exhibit A and will condition its water and/or sewer service to future developments in certain designated areas as shown on Exhibit B to the Agreement about Provision of Water, Sewer and Annexation of Designated Territory, upon such future developments agreeing, with respect to the areas contiguous to municipal limits, to sign a petition to annex into GC, and with respect to non-contiguous areas, to sign an agreement to annex into GC if and when such areas become contiguous to the municipal limits of GC.

SECTION 13. LCWSC and GC entered into the Agreement about Provision of Water, Sewer and Annexation of Designated Territory as a part of their transaction in order to memorialize their intent for LCWSC to endeavor to provide sewer infrastructure and sewer service and for LCWSC to condition utility service to future developments in the areas shown on Exhibit B to such Agreement upon certain annexation covenants.

SECTION 14. The Board of Commissioners of LCWSC hereby approve and authorize LCWSC's entry into the Water Utility Asset Agreement, the Agreement about Provision of Water, Sewer and Annexation of Designated Territory, and the Termination of Utility Service Management Agreement, with GC.

This Resolution was adopted by a majority of the Commissioners of LCWSC.

Adopted this 17th day of December, 2024.

SEAL

**LAURENS COUNTY WATER AND
SEWER COMMISSION**

BY: Thomas E. Baggett

Its: Chairman

Attest:

BY: Janell Lynn J.

Its: Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF LAURENS)

GARBAGE PICKUP BILLING AGREEMENT

THIS BILLING AGREEMENT is made this 30th day of December 2024 between Town of Gray Court, South Carolina (Town) and Laurens County Water and Sewer Commission (Water Utility). As used herein, the term "Parties" refers collectively to Owner and Manager; and the term "Party" refers singularly to either of them.

Recitals:

Whereas, Town is authorized to provide garbage pickup inside the municipal limits of Town;

Whereas, Water Utility has been including the cost of garbage pickup on its water bill to customers of Water Utility which are inside the municipal limits of Town; and

Whereas, even though Water Utility has terminated its Utility Management Services Agreement with Town and Water Utility is now the retail provider of water and sewer to customers inside the municipal limits of Town, Town and Water Utility still wish to have Water Utility bill customers on their water bill for garbage pickup services that Town provides to them.

Witnesseth:

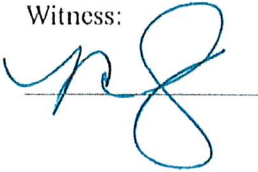
Now, therefore, for and in consideration of the termination of the Utility Management Services Agreement as renewed, incident to the lawful transfer of Town's water system to Water Utility and their entry into an Intergovernmental Agreement all on the same date, the receipt and sufficiency of which is hereby acknowledged by the Parties by their signatures herein below, the Parties hereby agree to this Garbage Pickup Billing Agreement, on the terms and conditions set forth below.

1. Billing for Garbage Pickup. Notwithstanding termination of the Utility Management Services Agreement, Water Utility shall continue to bill its water customers inside the municipal limits of Town for garbage pickup by Town as Water Utility has been doing. Water Utility shall not charge Town for inclusion of the garbage pickup costs on the water bill.
2. Billing Information. Town shall furnish to Water Utility any and all information in a timely manner so as to enable Water Utility to bill for Town's garbage pickup on a monthly basis on the water bill of the customers inside the municipal limit of Town.
3. Collection of Monies. When Water Utility receives money for garbage pickup, Water Utility shall forward such money to Town on a monthly basis, provided all such funds have been collected by the Water Utility and are not still subject to being processed.

4. Term of Agreement. This Agreement shall remain in full force and effect until: i) Town is no longer in the business of garbage pickup for those water customers who live inside its municipal limits; or ii) one Party furnishes to the other Party a written notice to terminate or modify terms of this Agreement, whichever occurs first.

In Witness Whereof, Town and Water Utility, acting with the authority of their respective governing bodies, have caused this Garbage Pickup Billing Agreement to be duly executed, thereby binding their respective entities for the full performance hereof.

Witness:



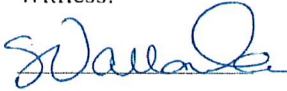
LCWSC

By: Thomas E. Dargatzis
Its Chairman

Attest:

Janell Lynn
Its Secretary or Vice Chairman

Witness:



Town of Gray Court, South Carolina

By: Stellan Jones
Its Mayor

Attest:

Doris E. Hamilton
Its Secretary or Vice Chairman
TOWN CLERK