



LAURENS COUNTY WATER AND SEWER COMMISSION

MINUTES

Board of Commissioners Meeting

3850 Highway 221S, Laurens, SC 29360

April 22, 2025

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)
Ted Davenport, Chairman (County Council District VII)
Jimmy Young (Municipal)

STAFF PRESENT:

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

ATTORNEY:

Allen Wham

PRESS:

The Clinton Chronicle

CALL TO ORDER

Chairman Davenport called the meeting to order at 8:17 a.m. in the Laurens County Water and Sewer Commission's training rooms. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

Delivered by Commissioner Curry.

APPROVAL OF MINUTES

Chairman Davenport asked if there were any additions or corrections to the March 25, 2025, minutes as submitted to the Commissioners. None were submitted.

Commissioner L. Byrd, Jr. **MOVED** that the March 25, 2025, minutes be approved as submitted. **MOTION SECONDED** by Commissioner Young **MOTION CARRIED**. AYES, 7; NAYS, 0.

CHAIRMAN REMARKS

Chairman Davenport opened the meeting by welcoming everyone including Vic MacDonald from The Clinton Chronicle and congratulated him on his recent awards received at the South Carolina Press Association's Annual Meeting earlier this month. Chairman Davenport then expressed his appreciation for Mr. MacDonald's coverage of the LCWSC.

EXECUTIVE DIRECTOR REMARKS

Mr. Field welcomed everyone and extended congratulations to Mr. MacDonald, noting that he was missed at the March meeting. He also recognized the Laurens District 55 High School boys' tennis team for clinching their first-ever region title in school history the previous evening.

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 March 31, 2025, LCWSC had a total of \$7,532,116 in cash for operating and reserve funds as compared to \$7,266,356 this time in FY24. As of March 31, 2025, LCWSC was awaiting an LCDC reimbursement of \$3,330. This means the total cash balance would be \$7,535,446.

Mr. Field discussed the highlights for Water Distribution and Treatment, Wastewater Treatment, Wastewater Collection, and Lake Rabon. 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 March 2025, LCWSC had received \$50,376 in contributed capital grants for Administration, \$1,736,983 for Wastewater Treatment, \$50,000 for Wastewater Collection, and \$2,077,517 for Water Distribution. Thus far, in FY25, a total of \$3,914,876 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 project, Metric Road Elevated Water Tank EDA project, SCIIP Hospital Area Water System Improvements project, and RIA Milam Road Booster Pump Supply Line Improvements project.

As of March 2025, there was \$84,641 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 March 2025 was 114 GPD. On average, each customer uses 134 GPD over a 12-month period.

Mr. Field shared the precipitation graph, noting that in March FY25, the rainfall was 2.53 inches in March FY25, which is 3.87 inches below that of March FY24, 0.02 inches below that of March FY23, and 1.79 inches below the norm for March. 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 twenty-seven new water taps, and twenty-eight new sewer taps were installed in March 2025. 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 16,062,028 gallons, which is a decrease of 926,801 gallons over the previous 12-month average. The target for unaccounted water is less than 19,500,000 gallons.

In March 2025, there were eighteen main line leak work orders; eleven were repaired within two weeks, one repaired within two to four weeks, and six repaired later than four weeks. There were seventeen lateral line leak work orders: five were repaired within two weeks, four were repaired within two to four weeks, and eight later than four weeks. As of March 2025, there were two active service line leaks over two weeks old and four active main line leaks open over two weeks old.

Mr. Price provided an update on the Lake Greenwood Water Treatment Facility (LGWTF), reporting that in March 2025, the facility pumped 64.667 MG of raw water and treated 55.700 MGD. Mr. Price reported that the Air Scour System has been repaired. He noted that a recent storm resulted in a lightning strike near the ozone building, causing the chiller system to go offline. However, he remains optimistic, as parts have been expedited, and a local company is scheduled to complete the repairs. He also reported that staff continue to monitor Geosmin levels and have begun using low levels of hydrogen peroxide in response to a slight increase. Mr. Price concluded by stating that overall, the Water Treatment Facility and its staff are operating well.

OLD BUSINESS

1. Consideration of proposed Temporary Sewer Line Easement for ReWa

Mr. Field reviewed the details of ReWa's request for an easement from LCWSC to extend gravity sewer lines from the Sullivan Road Lift Station to the ReWa South Durbin sewer trunk line presented during the March meeting. He explained that the project, along with upgrades made to LCWSC's Reedy Creek and Owings sewer lift stations, would benefit LCWSC by increasing overall sewer capacity to serve ongoing growth in northern Laurens. He reminded Commissioners that the vote was moved to the April meeting due to an inconsistency in the documents submitted by ReWa that has now been resolved. Mr. Field then presented the following resolution explaining that it authorizes him to sign and execute the documents once received from ReWa.

RESOLUTION TO APPROVE THE GRANT OF CERTAIN EASEMENTS TO RENEWABLE WATER RESOURCES AND TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AND DELIVER THE EASEMENT AGREEMENTS AND OTHER DOCUMENTS WHICH MAY BE NECESSARY OR APPROPRIATE IN CONNECTION THEREWITH

Commissioner Hollingsworth **MOVED** *that* the foregoing Resolution be adopted as introduced and read. **MOTION SECONDED** by Commissioner Young **MOTION CARRIED**. AYES, 7; NAYS, 0.

2. Consideration to approve AMENDMENT OF POTABLE WATER AND SEWER SERVICE AREA AGREEMENT WITH THE CITY OF CLINTON REGARDING THE YOUNG ROAD SERVICE AREA

Mr. Field reminded Commissioners that LCWSC maintains a 12-inch waterline connecting Joanna to the Lake Greenwood Water Treatment Facility and a 16-inch line extending from the Young Road/Highway 76 intersection to the Joanna community. He noted that while this area along Young Road falls within the City of Clinton's service area, Clinton currently does not have, nor plans to install, waterlines capable of serving a newly developed five-acre mini-farm area on Young Road. Mr. Field clarified that the existing service area agreement is not being modified, and if the City of Clinton is able to provide service to this area in the future, LCWSC will transfer those retail customers accordingly. He then presented for approval the **AMENDMENT OF POTABLE WATER AND SEWER SERVICE AREA AGREEMENT WITH THE CITY OF CLINTON REGARDING THE YOUNG ROAD SERVICE AREA**, which has already received approval from the City of Clinton.

Commissioner Teague **MOVED** *that* the foregoing Amendment be adopted as introduced and read. **MOTION SECONDED** by Commissioner Young **MOTION CARRIED**. AYES, 7; NAYS, 0.

3. Customer Survey Update

Mrs. Riley provided an update on the Customer Survey, reporting that to date we have received sixty-three survey responses. She also outlined the various methods used to inform customers about the survey, including bill inserts, messages printed on customer bills, a banner at the drive-thru, signs displayed in the lobby and in several service areas, as well as outreach through social media and local advertising outlets.

EXECUTIVE SESSION

None

Upon returning to open session, the Commission may take action on the matters discussed in executive session.

OTHER BUSINESS

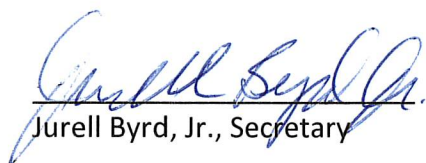
None

ADJOURN

Commissioner J. Byrd, Jr. **MOVED** *to adjourn the Board of Commissioners meeting at 9:28 a.m.* **MOTION SECONDED** by Commissioner Young **MOTION CARRIED**. AYES, 7; 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 April 22, 2025, and that the minutes were approved at the May 27, 2025, meeting.


Jurell Byrd, Jr., Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF LAURENS)

AMENDMENT OF POTABLE WATER AND SEWER SERVICE AREA AGREEMENT

THIS AMENDMENT is made this 21 day of April 2025 between City of Clinton (**Clinton**) and Laurens County Water and Sewer Commission (**LCWSC**). As used herein, the term “Party” shall refer to either of Clinton or LCWSC; and the term “Parties” shall refer to both Clinton and LCWSC. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Potable Water and Sewer Service Area Agreement dated September 13, 2004 (Agreement).

Recitals:

Whereas, in the Agreement all properties located in the Clinton Service Area are to be served with water and sewer by Clinton;

Whereas, LCWSC has a water distribution line in the Clinton Service Area along Young Road from the intersection of Highway 56 S at Capricorn Drive to the intersection of Highway 76 E and Young Road in the area shown in purple on the attached **Exhibit A** (hereinafter, the “Young Road Service Area”), to provide water service to customers of LCWSC within its service area under the Agreement;

Whereas, certain retail customers located near the intersection of Vance Boulevard with Young Road depicted as part of the purple area on Exhibit A have inadvertently been provided with water service by LCWSC;

Whereas, retail sewer service is not separately or individually metered but sewer service consumption is measured based on water meter readings;

Whereas, the Parties agree it would be more efficient at this time for LCWSC to furnish water and sewer service within the Young Road Service Area than it would be for Clinton to do so; and

Whereas, this Amendment is to memorialize that LCWSC will furnish water and sewer service within the Young Road Service Area on the terms and conditions set forth herein.

Witnesseth:

NOW, THEREFORE, the Parties hereby amend the Agreement as follows.

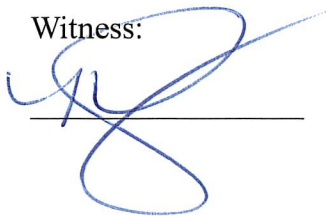
1. **Retail Utility Service to the Young Road Service Area.** LCWSC shall be the provider of retail water and sewer service within the Young Road Service Area. If Clinton installs water and sewer infrastructure sufficient to be the provider of retail water and sewer service within the Young Road Service Area, Clinton may elect to become the provider of retail water and sewer service within such Area, upon sixty (60) days advance written notice to LCWSC, at which time LCWSC shall cooperate with Clinton in the turnover of any retail customers within the Area; however, LCWSC will thereafter continue to own and operate its water and sewer infrastructure in the Area but not for the purpose of serving any retail customers in such Area.

2. **Proper Authority.** By their signatures below, each of the Parties represents that it has the proper, sufficient authority to enter into this Amendment; that neither Clinton as a municipality nor LCWSC as a special purpose district under South Carolina law is regulated or subject to the jurisdiction of the South Carolina Public Service Commission; and that both Parties have undertaken such approvals as are required for this Amendment to be binding and enforceable on them. The Parties are subject to regulation by the South Carolina Department of Environmental Services (SC DES) and the utility provider hereunder furnishing retail service within the Young Road Service Area shall be responsible for securing any permits to operate and/or construct within the Area and complying with any applicable regulations of SC DES imposed upon such provider.

3. **Incorporation By Reference.** Except as otherwise expressly provided herein, all of the foregoing recitals are incorporated by reference into the agreement portion of this Amendment as fully as if set forth verbatim herein; and all of the terms, covenants and provisions of the Agreement remain in effect, valid and enforceable, except as expressly amended herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

Witness:



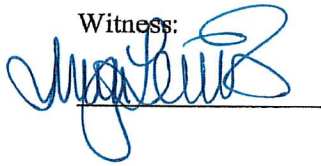
LCWSC

By: 
Its Chairman

Attest:


Its Secretary or Vice Chairman

Witness:



CLINTON

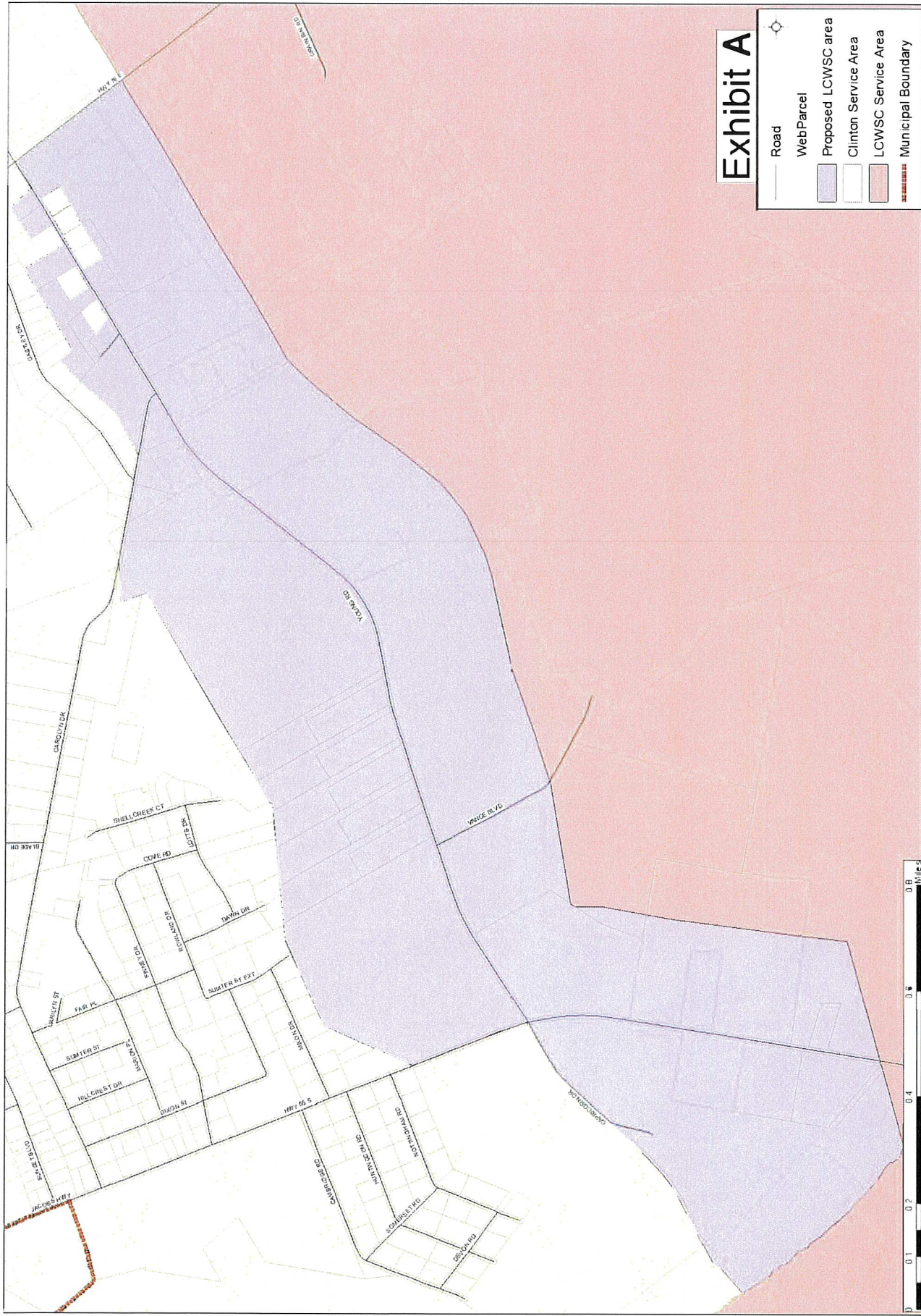
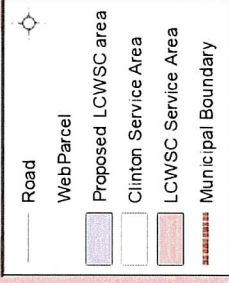
By: Com. H. "Randy" R. R. R.

Its Mayor

Attest:

Its Mayor Pro Tern

Exhibit A



**RESOLUTION TO APPROVE THE GRANT OF TEMPORARY CONSTRUCTION
EASEMENTS TO RENEWABLE WATER RESOURCES AND TO AUTHORIZE THE
EXECUTIVE DIRECTOR TO EXECUTE AND DELIVER THE EASEMENT AGREEMENTS
AND OTHER DOCUMENTS WHICH MAY BE NECESSARY OR APPROPRIATE IN
CONNECTION THEREWITH**

WHEREAS, Laurens County Water and Sewer Commission ("LCWSC") by and through its enabling legislation as provided in Section 9 of 1959 Act No. 267, as amended, is empowered "to acquire, purchase, lease and sell such real estate, easements, rights-of-way, and personal or mixed property as may be deemed necessary to enable the district to carry out and perform the duty of providing an adequate water supply for the district and its residents"; and

WHEREAS, On or about December 28, 2004, LCWSC purchased from Kentwood Developers, LLC ("Kentwood") that certain real property containing 0.29 acres, more or less, being shown and delineated on plat of survey prepared for Laurens County Water & Sewer Commission, dated August 2004, and recorded in Plat Book A465, page 4, in the Office of the Clerk of Court for Laurens County (the "Kentwood Property"). The deed from Kentwood to LCWSC may be found in Deed Book 714, page 6, in the Office of the Clerk of Court for Laurens County; and

WHEREAS, On or about March 9, 2021, LCWSC purchased from Paul J. Loe and Angela R. Loe ("Loe") that certain real property containing 1.14 acres, more or less, being shown and delineated as "Tract 1" on plat of survey prepared for Laurens County Water and Sewer Commission, dated January 11, 2021, and recorded in Plat Book A900, page 3, in the Office of the Clerk of Court for Laurens County (the "Loe Property"). The deed from Loe to LCWSC may be found in Deed Book 1560, page 204, in the Office of the Clerk of Court for Laurens County; and

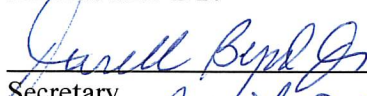
WHEREAS, Renewable Water Resources, a body politic under the laws of South Carolina ("ReWa") has requested from LCWSC certain temporary construction easements in, upon, across, over, beneath and through the Kentwood Property and Loe Property for construction and installation of surface or subsurface sewer utility line(s) for the conveyance, transportation, and passage of sewage water, and/or waste, and all supporting, related or ancillary structures, appurtenances and equipment, which will be conveyed to LCWSC after construction for ownership, operation, maintenance and repair (the "Proposed Transaction"); and

WHEREAS, LCWSC desires to grant the temporary construction easements to ReWa as requested for no consideration, and Jeff Field, as Executive Director of LCWSC, is the proper party to execute on behalf of LCWSC the said easements, documents and instruments associated with the Proposed Transaction.

NOW, BE IT THEREFORE RESOLVED that Laurens County Water and Sewer Commission's Board of Directors authorizes the Proposed Transaction as presented; and

BE IT FURTHER RESOLVED that, Laurens County Water and Sewer Commission's Board of Directors authorizes Jeff Field, as Executive Director of LCWSC, to execute and deliver to ReWa on behalf of LCWSC any and all easement agreements, documents or instruments which may be necessary or appropriate to complete the Proposed Transaction.

ATTESTED BY:


Secretary
22 April 2025
Date


Chairman
4/23/25
Date