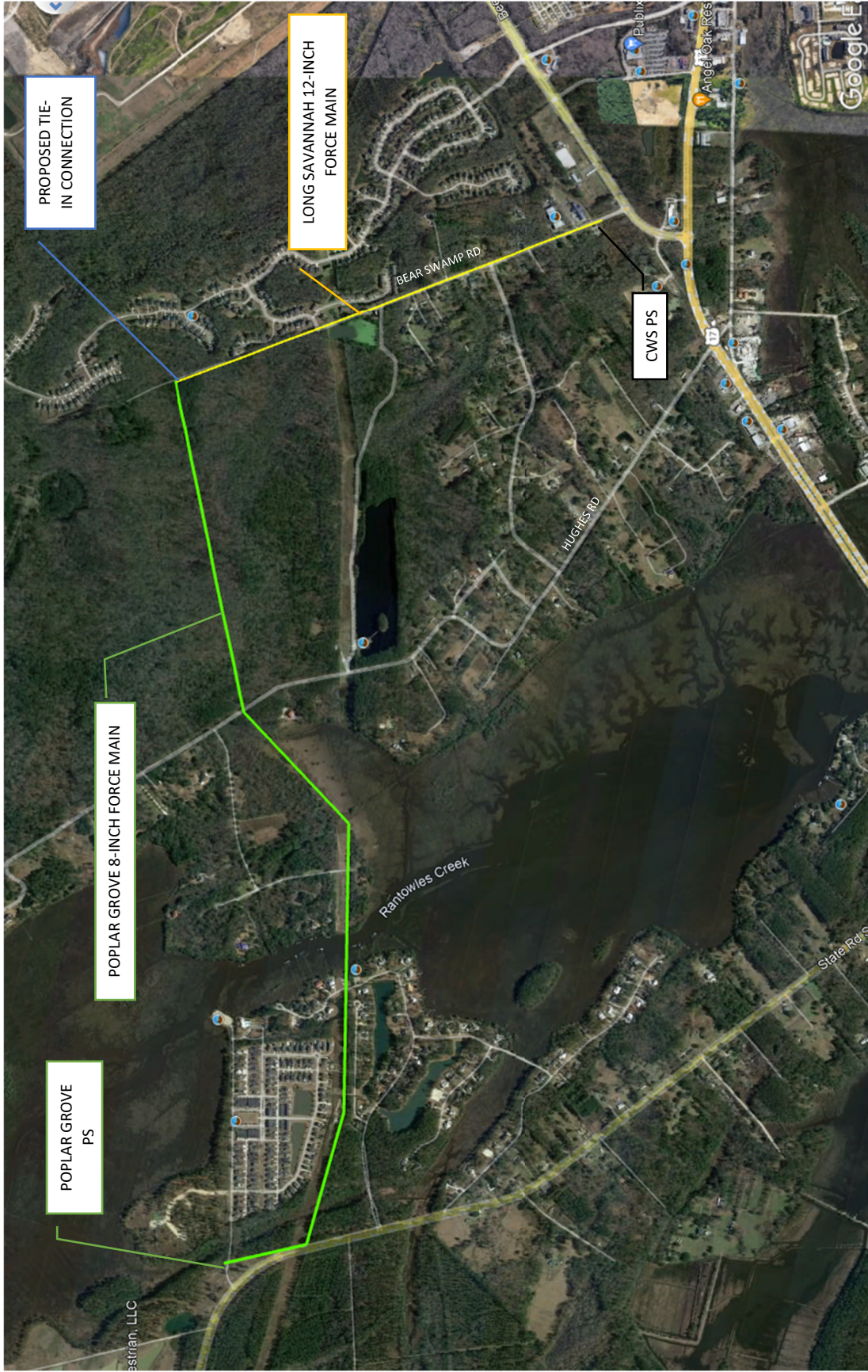


**Public Notice**  
**Proposed Amendment to the BCDCOG 208 Water Quality Management Plan**

**DORCHESTER COUNTY** is proposing an amendment to the Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) Regional 208 Water Quality Management Plan to reflect a service area agreement between Dorchester County and Charleston Water System regarding collection and transportation of wastewater from certain parcels in the Poplar Grove subdivision, located in **DORCHESTER COUNTY**, to **CHARLESTON WATER SYSTEM'S PLUM ISLAND WWTP**. Individuals with questions or comments concerning the proposed amendment may contact the BCD Council of Governments. All comments must be received by 5 PM on **AUGUST 9, 2024**.

Written comments should be submitted to the BCD Council of Governments, 5790 Casper Padgett Way, North Charleston, SC 29406. Individuals with questions concerning the proposed amendment may contact the BCDCOG at (843) 529-0400 between the hours of 9 AM and 5 PM. The Wholesale Wastewater Transportation and Treatment Services and Capacity Agreement containing background information and justification for the amendment is available for public review at the BCD Council of Governments' office 5790 Casper Padgett Way, North Charleston, SC 29406.



## LOCATION MAP



POPLAR GROVE 8-INCH FM AND LONG SAVANNAH 12-INCH FORCE MAIN

SEPTEMBER 2023

N.T.S.



PO Box B  
Charleston, SC 29402  
103 St. Philip Street (29403)  
  
(843) 727-6800  
www.charlestonwater.com

**Board of Commissioners**  
Thomas B. Pritchard, Chairman  
David E. Rivers, Vice Chairman  
Kathleen G. Wilson, Commissioner  
Mayor John J. Tecklenburg (Ex-Officio)  
Councilmember Perry K. Waring (Ex-Officio)

**Officers**  
Kin Hill, P.E., Chief Executive Officer  
Mark Cline, P.E., Assistant Chief Executive Officer  
Dorothy Harrison, Chief Administrative Officer  
Wesley Ropp, CMA, Chief Financial Officer  
Russell Huggins, P.E., Capital Projects Officer

July 15, 2020

Mr. Jason Ward, County Administrator  
Dorchester County  
201 Johnston Street  
Saint George, SC 29477

Re: Executed Wholesale Wastewater Transportation and Treatment Services and Capacity Agreement

Dear Mr. Ward:



Enclosed is a fully executed copy of our Wholesale Wastewater Transportation and Treatment Services and Capacity Agreement. We have retained a duplicate original for our records as well.

We look forward to working with you in the implementation of this new agreement and want to thank you, your staff, and council members for their quick action in consummating this important agreement.

Again we look forward to a long, productive, and mutually – beneficial relationship under the terms of this agreement.

With best regards,

CHARLESTON WATER SYSTEM



F. Kin Hill, Jr., PE  
Chief Executive Officer

Enclosure: Executed Wholesale Wastewater Transportation and Treatment Services and Capacity Agreement

cc: CWS Officers  
Anne Moyer  
Jennifer Blumenthal, Burr Forman McNair  
Mr. Larry Harper, Director – Dorchester County Water & Sewer

**DORCHESTER COUNTY, SOUTH CAROLINA  
WHOLESALE WASTEWATER TRANSPORTATION AND TREATMENT SERVICES  
AND CAPACITY AGREEMENT**

THIS WHOLESALE WASTEWATER TRANSPORTATION AND TREATMENT SERVICES AND CAPACITY AGREEMENT (this "Agreement") is dated as of the 7<sup>th</sup> day of July 2020, by and between the Commissioners of Public Works of the City of Charleston, South Carolina, d/b/a Charleston Water System ("CWS"), and Dorchester County, South Carolina, ("DC").

**RECITALS**

WHEREAS, CWS provides water and sewer services to customers within the boundaries of the City of Charleston and certain established areas outside the boundaries of the City of Charleston; and

WHEREAS, DC provides water and sewer services to certain customers within the unincorporated and other contractually-defined areas of Dorchester County; and

WHEREAS, DC desires (and is contractually obligated) to provide wastewater service to certain property located on TMS#s 201-00-00-001 and 204-00-00-001 in Dorchester County, South Carolina, being part of the property known as the Poplar Grove subdivision (the "Property"); and

WHEREAS, CWS has an existing wastewater pump station located approximately 2.5 miles from the Property; and

WHEREAS, DC has requested 400 equivalent residential units (ERUs) from CWS equating to a firm capacity of up to 160,000 GPD of wastewater flow to allow DC to discharge such wastewater into the CWS wastewater collection system (the "CWS System") for transportation and treatment at CWS's Plum Island Wastewater Treatment Plant in order for DC to provide wastewater service to the Property; and

WHEREAS, CWS has agreed to allocate to DC the above-referenced sewer capacity to service the Property, subject to the terms and conditions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CWS and DC agree as follows:

1. Sewer Tap Allocation. CWS agrees to grant to DC 400 ERUs of sewer capacity for the Property into the CWS System, subject to the terms and conditions set forth in this Agreement. If DC fails to tie-in to the CWS System within two (2) years of the date of this agreement, CWS may terminate this Agreement upon written notice to DC, and such sewer capacity shall no longer be reserved for DC or the Property.

2. Impact Fees and Origination Fee. In exchange for the referenced sewer capacity reservation for the Property, DC agrees to pay to CWS all wastewater service impact fees calculated using 400 ERUs based on CWS-published impact fees at the time of tie-in to the CWS System (the "Impact Fees"). Additionally, DC agrees to pay to CWS the CWS-published wastewater account origination fee at the time of the sewer tie-in to the CWS System (the "Origination Fee"), currently \$35/wastewater account. Such Impact Fees and Origination Fee payments shall be made to CWS in one lump sum and shall be paid in advance of any physical connection to the CWS sewer system.

- a. For reference only, the current CWS-published wastewater impact fee rate is \$3370/ERU (excluding the \$500 engineering services fee per ERU), and at such rate, the total Impact Fees charged would be \$1,348,000. The CWS-published impact fees are subject to periodic increases according to CWS Commissioners' approval.

3. Infrastructure Project. DC shall be responsible for the completion of, and shall pay all costs associated with, the new wastewater collection and transport systems and related infrastructure, up to the point of tie-in to the CWS System, to serve the 400 ERUs for the Property (the "Project") and shall be responsible for the operation and maintenance of such Project upon completion.

- a. The exact tie-in location and design specifications for tying in to the CWS System are to be mutually agreed upon and finalized by the DC and CWS respective engineering departments. From this point of connection, the wastewater will be transported via CWS wastewater infrastructure to the Plum Island Wastewater Treatment Plant located on James Island. At this point, the wastewater will be treated and discharged to the Charleston Harbor, all in accordance with NPDES Permit Number SC0021229.
- b. CWS reserves to right (i) to review and approve the final design of the actual pipeline connection to the CWS System, (ii) to require such connection to meet the Minimum Design Standards of CWS, and (iii) to make provisions for future metering of wastewater at or near the physical point of tie-in or in any other manner as it deems appropriate.
- c. CWS will not incur any liabilities associated with the design, installation, operation, or maintenance of the Project.



4. Project Costs. DC shall pay all costs relating to the Project, including, without limitation, all costs of the design, permitting, engineering, construction, and inspection of the Project, including all necessary easement and right-of-way acquisition, construction administration and oversight, and all other ancillary costs necessary to complete the Project up to and including the point of tie-in to the CWS System.

- a. Upon completion of the Project, DC will own, operate and maintain in perpetuity all the components of the Project systems, at its expense including all individual sewer tap inspections, etc. as may be required by DC.
- b. CWS will not incur any liabilities, costs or expenses related to the Project as a result of its connection to the CWS System.

5. 208 Plan Amendment. The parties acknowledge the Property is subject to the 208 Areawide Water Quality Management Plan ("208 Plan") with the Berkeley Charleston Dorchester Council of Governments (the "BCD COG"), pursuant to Section 208 of the federal Clean Water Act. DC acknowledges and agrees the Project will necessitate a "Minor Amendment" (as defined in the 208 Amendment) to the 208 Plan (the "208 Plan Amendment") prior to commencing the Project to reflect any changes in the areas of Dorchester County for which sewer treatment services will be provided by CWS at the Plum Island Wastewater Treatment Plant. DC agrees it will be solely responsible for obtaining the 208 Plan Amendment with the BCD COG. Prior to commencing any work on the Project, DC will provide CWS with satisfactory evidence of the required 208 Plan Amendment.

6. Water Provider. DC and CWS agree that CWS will be the exclusive provider of wholesale water service for the 400 ERUs on the Property, pursuant to the same terms as that certain [Amended Wholesale Water Supply Contract between Commissioners of Public Works of the City of Charleston, South Carolina and Dorchester County, St. George, South Carolina, dated September 7, 2016, the terms of which are incorporated herein by reference and apply to the Property]. All costs for potable water distribution piping, etc. within the property shall be at the cost of DC and/or the Property developer. DC will retail bill all customers on the property for both water and sewer services.

7. Wholesale Wastewater Service Charges and Billing. DC and CWS agree that wastewater charges for the services rendered by CWS under this Agreement will be billed monthly to DC by CWS at the CWS-published wholesale wastewater rate in effect at the time of billing. The CWS published wholesale sewer rates are subject to periodic increases according to CWS Commissioners' approval.

- a. The monthly wholesale wastewater service charges will be based on the consumptive water volume measured by the CWS wholesale water master meter (located at County Line Road) serving the Property as identified in the wholesale water supply contract referenced under Section 6 herein, and said master meter readings shall be collected monthly by CWS pursuant to the terms of said contract.

- b. DC and CWS agree the monthly charges and billing for wholesale wastewater service will be based on 110% of the volumetric water consumption recorded by said master meter, the 10% increase to account for inflow and infiltration into the DC sewer system serving the Property.
- c. In the event the wholesale water master meter malfunctions, the monthly volumetric water consumption shall be calculated pursuant to the terms of the herein referenced wholesale water supply contract plus the 10% increase to account for inflow and infiltration into the DC sewer system serving the Property.
- d. Notwithstanding the terms stated in 7a and 7b above, CWS may during the term of this Agreement and any extensions thereto, may install at its cost a wastewater meter to continuously measure volumetric flow entering the CWS wastewater system from DC, and CWS may then utilize said metered volumetric readings to calculate the monthly charge for wholesale wastewater services billed to DC in lieu of using wholesale water meter consumptive volume readings. In the event said wholesale wastewater meter malfunctions, the monthly wholesale wastewater services charge billed to DC by CWS will be calculated based on the monthly average volumetric flow measured for the three (3) months prior to the meter malfunction until such time as the meter is repaired.
- e. As specified herein, CWS shall provide a billing statement to DC monthly for wholesale wastewater services. DC shall make payment to CWS within ten (10) business days after receipt of said billing statement.
- f. Should DC default in any required payments, or portions thereof, interest thereon shall accrue at the rate in accordance with CWS policy. In the event such default shall continue for a period in excess of thirty (30) days after notice, in writing by CWS to DC, CWS may, at its discretion, suspend both wholesale water and wastewater services to the Property serviced by DC.

8. Annual Report. DC agrees to provide CWS with an annual report of the total number of ERUs on the Property with public sewer service from DC. DC agrees to provide the annual report to CWS by February 28<sup>th</sup> of each year for the term of this Agreement including any extensions thereto. The report shall at a minimum state the number of ERUs added by DC for sewer service in each calendar year, the total number of ERUs served by DC on the Property, and the TMS number, DC account number, and address of each ERU served. Failure to report or reporting a total number of ERUs served in excess of the contracted amount may result in default of this Agreement.

9. Term. The term of this Agreement shall commence on the date of this agreement and shall extend for a term of thirty (30) years. The parties may extend the term of this Agreement at any time by mutual written agreement.

10. Default. In the event of a breach or default under this Agreement by DC that is not cured within thirty (30) days of written notice, CWS may terminate this Agreement and pursue all other rights and remedies available to it at law and in equity, including the recovery of reasonable attorney's fees.

11. Force Majeure. If either party is unable, in whole or in part, to perform its obligations, other than a payment obligation, under this Agreement due to a Force Majeure Event (as defined herein), such party shall give written notice to the other party within a reasonable time thereafter describing the nature of the Force Majeure Event. The obligations of the party so affected by the Force Majeure Event shall be suspended during the period in which such inability continues as a result of the Force Majeure Event; provided, however, that the affected party shall use commercially reasonable efforts to remove or overcome such an inability to perform. For purposes of this Agreement, a "Force Majeure Event" means acts of God, strikes, lock-outs, or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or the State of South Carolina or any military authority, insurrection, riots, epidemics, landslides, earthquakes, fires, storms, hurricanes, floods, washouts, droughts, arrest and restraint of government and people, civil disturbances, explosions, breakage or damage to machinery, canals, tunnels or pipelines, partial or entire failure of the sewerage system, and inability of CWS to provide wastewater service for any reason not reasonably within its control.

12. No Waiver. The failure of the Parties to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. Notices. Any notice from one Party to the other must be in writing and shall be deemed to have been sufficiently given for all purposes hereof if mailed by nationally recognized overnight courier with verified delivery receipt or certified mail, postage prepaid, addressed as follows:

If to DC:

Dorchester County  
201 Johnston Street  
St. George, SC 29477  
Attn: County Administrator



If to CWS:

Charleston Water System  
P. O. Box B (29402)  
103 St. Philip Street  
Charleston, SC 29403  
Attn: Chief Executive Officer

14. Governing Law. This Agreement shall be governed by law of the state of South Carolina.

15. Entire Agreement. This Agreement represents the entire agreement between the parties and shall not be amended except by written agreement signed by both parties.

16. Binding. This Agreement shall be binding on the parties, their successors and assigns.

17. Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute and be construed as one and the same instrument.

19. Compliance with CWS Rules. DC agrees to comply during the term of the agreement with all of CWS's water and wastewater rules and regulations in effect during such term, especially those relating to wastewater quality. All wastewater received into CWS's collection system must comply at a minimum with the requirements of CWS's pre-treatment program at all times during the term of this agreement and no discharge of any kind from sources outside of the project area will be allowed.

[Signature page follows]

IN WITNESS WHEREOF, the signers of this Agreement have agreed to the terms, have obtained approval and have been granted official authority to execute this Agreement on behalf of their governing bodies.

CWS:

COMMISSIONERS OF PUBLIC WORKS OF THE  
CITY OF CHARLESTON, SOUTH CAROLINA,  
d/b/a Charleston Water System

By: F. K. Hill, Jr.  
F. Kin Hill, Jr., P.E., Chief Executive Officer

Date: 7/14/2020

DC:

DORCHESTER COUNTY, SOUTH CAROLINA,

By: Jason L. Ward  
Jason L. Ward, County Administrator

Date: July 7, 2020