

Clean Water 2020 Program

CONSENT DECREE QUARTERLY REPORT

April 1, 2015 – June 30, 2015

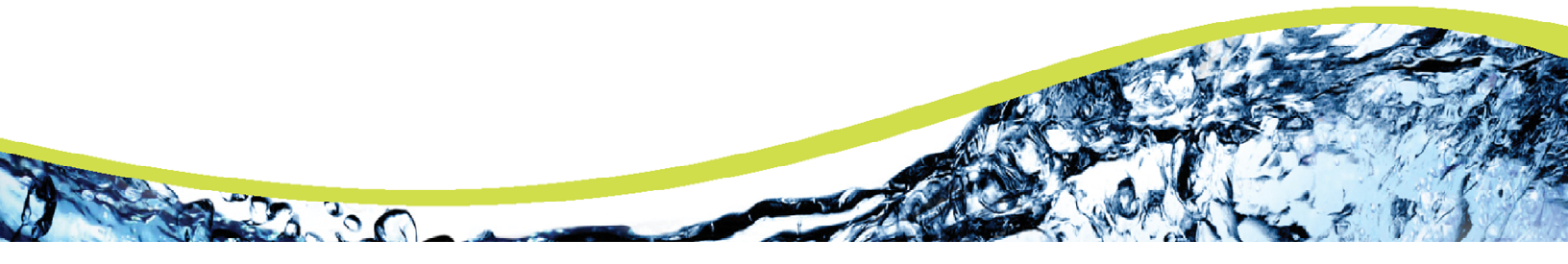


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Section 1 Introduction

1.1 Summary of Reporting Requirements

On May 21, 2014 the City of Columbia (City) entered into a Consent Decree (CD) with the United States Environmental Protection Agency (EPA), the United States Department of Justice (DOJ) and the South Carolina Department of Health and Environmental Control (SCDHEC). To fulfill the reporting requirements as defined in Section IX.39.a of the CD, the City has prepared this *Quarterly Report* that includes the following information (as excerpted from the CD):

1. A description of all projects and activities conducted during the most recently completed calendar quarter to comply with the requirements of this Consent Decree, in Gantt chart or similar format. This description shall include completion percentages of early action capital improvement projects under Paragraph 10, continuing sewer assessments under the CSAP, and the subsequent remedial actions under the IR Report;
2. The date, time, location, source, duration, estimated volume, receiving water (if any), cause, and actions taken to repair or otherwise resolve the cause of all SSOs for the most recently completed quarter in a tabulated electronic format;
3. The anticipated projects and activities that will be performed in the next quarter to comply with the requirements of this Consent Decree, in Gantt chart or similar format;
4. Any additional information that demonstrates that Columbia is implementing the remedial measures required in this Consent Decree; and
5. The results of water quality monitoring conducted during the previous Calendar Quarter as part of the SEP described in Appendix I of the Consent Decree.

1.2 Report Organization

This Quarterly Report is organized as follows:

Section 1 – Introduction

This section includes a summary of the reporting requirements and describes the report organization.

Section 2 – Schedule of Projects and Activities

This section addresses the requirements of Sections IX.39.a.(i) and IX.39.a.(iii) of the Consent Decree. The section includes the projects and activities conducted during the most recently completed calendar

quarter to comply with the requirements of the CD as well as the anticipated projects and activities that will be performed in the next quarter to comply with the requirements of the CD. A Gantt chart schedule of these activities is provided and includes completion percentages of continuing sewer assessments under the CSAP and the subsequent remedial actions under the IR Report, as applicable.

Section 3 – Additional Information Demonstrating Implementation of Consent Decree Requirements

This section addresses the requirements of Section IX.39.a.(iv) of the Consent Decree and includes additional information that demonstrates that Columbia is implementing the remedial measures required in the CD. Information supplemental to that which is provided in Section 2 is provided in this section.


Section 4 – Quarterly SSO Report

This section addresses the requirements of Section IX.39.a.(ii) of the Consent Decree and provides a tabular listing of sanitary sewer overflows (SSOs). The table includes the date, time, location, source, duration, estimated volume, receiving water (if any), cause, and actions taken to repair or otherwise resolve the cause of all SSOs that occurred during the most recently completed calendar quarter.

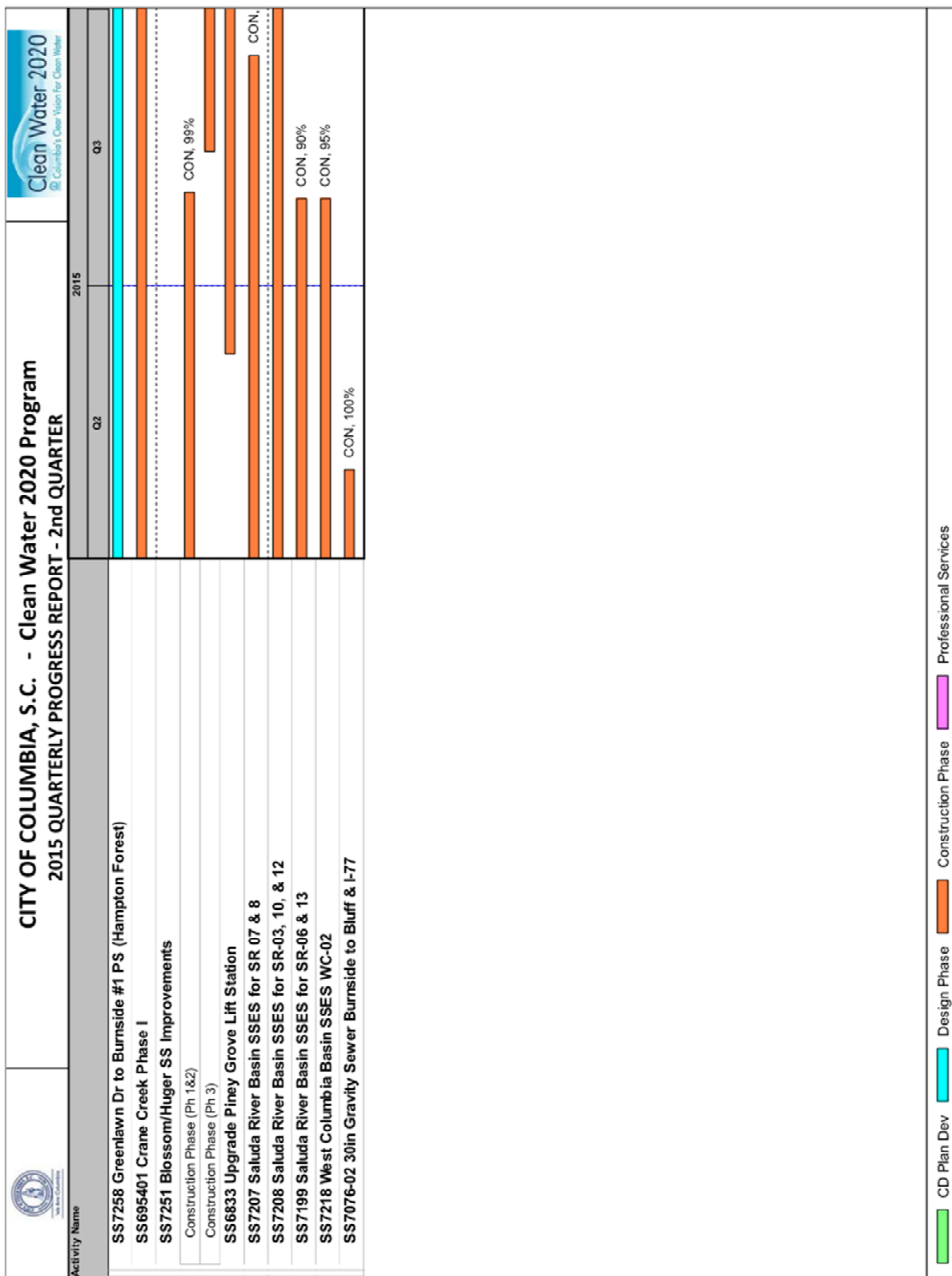
Section 5 – SEP Water Quality Monitoring Results

This section addresses the requirements of Section IX.39.a.(v) of the Consent Decree and provides the results of water quality monitoring conducted during the previous Calendar Quarter as part of the SEP described in Appendix I of the CD.

Section 2 Schedule of Projects and Activities

 CITY OF COLUMBIA, S.C. - Clean Water 2020 Program 2015 QUARTERLY PROGRESS REPORT - 2nd QUARTER	2015 Q2	Q3	
WWTP Programs	Maintenance Management System	CD, 100%	
WWTP Operations Program	WWTP Training Pgm		
MOM Programs	Contingency and Emergency Response Plan (CERP)		
WCTS Training Program	Information Management System Program		
Transmission System Operations and Maintenance Program	Gravity Sewer System Operation and Maintenance Program	CD, 100%	
Financial Analysis Plan	Sate lite Sewer System Agreements	CD, 100%	
Continuing Sewer Assessment Program (CSAP) for the WCTS	Continuing Sewer Assessment Program (CSAP) for the WCTS CD Plan	CD, 100%	
SS7277 Major Sewer Study and Assessment, 36-60 inch Gravity	SS7278 Major Sewer Study and Assessment, 15-30 inch Gravity		
Infrastructure Rehabilitation Program (IRP) for the WCTS	IR Report for the WCTS		
SS7325 Starlite PS Improvements	SS7324 Bendale PS Improvements		
SS7323 Food Lion PS Improvements	SS7280 Rocky Branch-01 SSES		
SS7279 Smith Branch 02 SSES	SS7262 Flow Study/Rehabilitation/Replacement of Three Rivers and Colonial Life PS	DES, 100%	
SS7172 Rehabilitation/Replacement Harbison #2, Mallard Point and Animal Shelter PS	SS706012 Pump Station Improvements at 6 Sites	DES, 99%	DES, 90%
SS6986 Annual Rehab on Manholes and lines less than 15"	SS6857 Olympia Subdivision (SSES Study)	CON, 95%	
SS676402 30" Forcemain from Mill Creek PS to WWTP	SS733702 East Rocky Branch Improvements Ph. 2	DES, 95%	
SS7301 Bull Street	SS7289 Rivermont Dr. Pump Station		
SS7261 Lake Katherine Sewer Line Capacity Enhancement			

■ CD Plan Dev
 ■ Design Phase
 ■ Construction Phase
 ■ Professional Services



Section 3 Additional Information Demonstrating Implementation of Consent Decree Requirements

In accordance with Section IX.39.a.(iv) of the CD, the following section provides additional information that demonstrates that the City is implementing the remedial measures required in this CD.

3.1 WWTP Programs

In accordance with Section V.11 of the CD, the City is developing and implementing specific Wastewater Treatment Plant (WWTP) programs. The Program elements addressed in this section provide information regarding activities involving the Metro WWTP.

3.1.1 Maintenance Management System (MMS)

In accordance with the requirements of the CD, the City was to submit a Maintenance Management System (MMS) to EPA and SCDHEC for review, comment, and approval. The MMS was to be submitted within one year of the date of entry of the CD. The deadline for submittal of the MMS to EPA and SCDHEC was May 21, 2015.

Projects and significant activities completed during the current reporting period:

- The MMS was submitted to EPA and SCDHEC by the May 21, 2015 deadline.

3.2 MOM Programs

In accordance with Section V.12 of the CD, the City is developing and implementing specific Management, Operations, and Maintenance (MOM) programs. The Program elements addressed in this section provide information regarding activities involving the Metro WWTP as well as the City's Wastewater Collection and Transmission System (WCTS).

3.2.1 Contingency and Emergency Response Plan (CERP)

In accordance with the requirements of the CD, the City shall submit a Contingency and Emergency Response Plan (CERP) to EPA and SCDHEC for review, comment, and approval. The CERP is to be submitted within eighteen months of the date of entry of the CD. The deadline for submittal of the CERP to EPA and SCDHEC is November 21, 2015.

Projects and significant activities anticipated during the next reporting period:

- The 30 day EPA mandated public comment period for the CERP will begin on August 21, 2015.

3.2.2 Transmission System Operations and Maintenance Program (TSOMP)

In accordance with the requirements of the CD, the City was to submit a Transmission System Operations and Maintenance Program (TSOMP) to EPA and SCDHEC for review, comment, and approval. The TSOMP was to be submitted within one year of the date of entry of the CD. The deadline for submittal of the TSOMP to EPA and SCDHEC was May 21, 2015.

Projects and significant activities completed during the current reporting period:

- The 30 day EPA mandated public comment period for the TSOMP ended on April 1, 2015. No comments were received.
- The TSOMP was submitted to EPA and SCDHEC by the May 21, 2015 deadline.

3.2.3 Gravity Sewer System Operation and Maintenance Program (GSOMP)

In accordance with the requirements of the CD, the City shall submit a Gravity Sewer System and Maintenance Program (GSOMP) to EPA and SCDHEC for review, comment, and approval. The GSOMP is to be submitted within eighteen months of the date of entry of the CD. The deadline for submittal of the GSOMP to EPA and SCDHEC is November 21, 2015.

Projects and significant activities anticipated during the next reporting period:

- The 30 day EPA mandated public comment period for the GSOMP will begin on August 21, 2015.

3.3 Satellite Sewer System Agreements (SSSA)

In accordance with Section V.13 of the CD, the City was to submit to EPA and SCDHEC for review, comment, and approval a proposed form of Satellite Sewer System Agreements (SSSA) for new or the renewal of existing agreements that cover the collection, conveyance and treatment of sewage by the City from satellite sewer systems. The SSSA was to be submitted within one year of the date of entry of the CD. The deadline for submittal of the SSSA to EPA and SCDHEC was May 21, 2015.

Projects and significant activities completed during the current reporting period:

- The SSSA was submitted to EPA and SCDHEC by the May 21, 2015 deadline.
- Although EPA has not yet approved the SSSA, the City recently entered into an Amended and Restated Agreement with the City of West Columbia. A copy of this Agreement is included in Appendix A.

3.4 Continuing Sewer Assessment Program (CSAP) for the WCTS

In accordance with Section V.14 of the CD, the City was to submit to EPA and SCDHEC for review, comment, and approval a Continuing Sewer Assessment Program (CSAP) that provides for an analysis of Columbia's WCTS infrastructure. The CSAP was to be submitted within six months after the date of EPA and SCDHEC approval of the Sewer Mapping Program. By letter dated December 9, 2014, EPA approved the Sewer Mapping Program. Therefore, the deadline for submittal of the CSAP to EPA and SCDHEC was June 9, 2015.

Projects and significant activities completed during the current reporting period:

- The 30 day EPA mandated public comment period for the CSAP ended on April 1, 2015. No comments were received.
- The CSAP was submitted to EPA and SCDHEC by the June 9, 2015 deadline.

Although the EPA has not yet approved the CSAP, the City is proceeding with sewer assessments under the CSAP. The assessments on the major components of the WCTS currently in progress are as follows:

- SS7277 Major Sewer Study and Assessment, 36-60 inch Gravity – 70% Complete
- SS7278 Major Sewer Study and Assessment, 15-30 inch Gravity – 25% Complete

3.5 Infrastructure Rehabilitation Report (IRR) for the WCTS

In accordance with Section V.16 of the CD, the City shall submit an Infrastructure Rehabilitation Report (IRR) summarizing the results of the CSAP of the major components of the WCTS and a description of proposed rehabilitation projects. The IRR is to be submitted within six months after the City has assessed the major components of the WCTS once pursuant to the CSAP. As rehabilitation projects are identified through the assessments described in Section 3.4 and in the normal course of operations and maintenance, the City is proceeding with design and construction of those projects. Completion percentages of projects currently in progress are as follows:

- SS7325 Starlite PS Improvements – Design 0% Complete
- SS7324 Bendale PS Improvements – Design 0% Complete
- SS7323 Food Lion PS Improvements – Design 0% Complete
- SS7280 Rocky Branch-01 SSES and Rehabilitation – Design 25% Complete
- SS7279 Smith Branch-02 SSES and Rehabilitation – Design 20% Complete
- SS7262 Flow Study/Rehabilitation/Replacement of Three Rivers and Colonial life PS – Design 100% Complete
- SS7172 Rehabilitation/Replacement Harbison #2, Mallard Point and Animal Shelter PS – Design 99% Complete
- SS706012 Pump Station Improvements at 6 Sites – Design 90% Complete (decrease in completion % from previous report due to contract amendment).

- SS6966 Annual Rehab on Manholes and Lines less than 15" – Construction 95% Complete
- SS6857 Olympia Subdivision Sewer System Evaluation Survey (SSES) and Rehabilitation Design – Design 10% Complete (decrease in completion % from previous report due to delay from consultant staff changes).
- SS676402 30-inch Forcemain from Mill Creek PS to WWTP – Design 95% Complete
- SS733702 East Rocky Branch Improvements Ph. 2 – Design 0% Complete
- SS7301 Bull Street – Construction 0% Complete
- SS7289 Rivermont Drive Pump Station – Design 30% Complete
- SS7261 Lake Katherine Sewer Line Capacity Enhancement – Design 67% Complete
- SS7258 Greenlawn Dr. to Burnside #1 PS (Hampton Forest) – Design 90% Complete
- SS695401 Crane Creek Phase I – Construction 2% Complete
- SS7251 Blossom/Huger SS Improvements, Phase 1 & 2 – Construction 99% Complete
- SS7251 Blossom/Huger SS Improvements, Phase 3 – Construction 0% Complete
- SS6833 Upgrade Piney Gove Lift Station – Construction 2% Complete
- SS7207 Saluda River Basin SSES and Rehabilitation for SR07 & 8 – Construction 75% Complete
- SS7208 Saluda River Basin SSES and Rehabilitation for SR-03, 10, & 12 – Construction 75% Complete
- SS7199 Saluda River Basin SSES and Rehabilitation for SR-06 & 13 – Construction 90% Complete
- SS7218 West Columbia Basin SSES and Rehabilitation for WC-02 – Construction 95% Complete
- SS7076-02 30-inch Gravity Sewer Burnside to Bluff & I-77 – Construction 100% Complete

Section 4 Quarterly SSO Report

In accordance with Section IX.39.a.(ii) of the CD, the following table lists all SSOs that occurred during the reporting period in a tabular format along with information on the date, time, location, source, duration, estimated volume, receiving water, cause, and actions taken to resolve the SSO.

Table 1 - SSO Report, 2nd Quarter 2015

City of Columbia, SC Quarterly SSO Listing 2nd Quarter 2015									
SSO Date	SSO Time	Location	Source	Date of Corrective Action	Time of Corrective Action	Estimated Volume (gallons)	Receiving Water (if any)	Cause	Actions Taken
4/1/2015	19:25	217 Meadow Creek Dr, Columbia, SC 29203	Manhole	4/2/2015	08:00	500		Grease	Removed Stoppage To Resume Normal Flow. Washed, De-Greased And Vacuumed Mainline 656 Feet.
4/2/2015	10:00	1734 Quail Valley E, Irmo, SC 29212	Manhole	4/2/2015	11:25	1,275		Roots	Washed Manhole 300 Ft To Resume Normal Flow. Mainline Repair.
4/7/2015	19:00	2009 Bedford Way, Columbia, SC 29209	Cleanout	TBD		30		Roots	Washed Service Line 10 Feet To Remove Stoppage And Resume Normal Flow. Service Line Tap Renewal.
4/8/2015	10:00	17 Tawny Branch Ct, Columbia, SC 29212	Cleanout	4/8/2015	10:19	258		Grease	Removed Stoppage To Resume Normal Flow. Washed Mainline 150 Feet.
4/18/2015	21:30	2416 Bendemeer Dr, Columbia, SC 29204	Manhole	4/20/2015	20:30	63		Roots	Washed Mainline 330 Feet. Removed Stoppage To Resume Normal Flow. Emergency Mainline Repair.
4/23/2015	15:00	5125 Bush River Rd, Columbia, SC 29212	Manhole	4/23/2015	16:45	1	Lorick Branch	Debris	Removed Stoppage To Resume Normal Flow. Washed The Mainline 50 Ft.
4/28/2015	15:30	90 Ridge Lake Dr, Columbia, SC 29209	Manhole	4/28/2015	18:30	1,800	Emerald Lake	Grease	Removed Stoppage To Resume Normal Flow. Washed Mainline 300 Ft.
4/30/2015	18:50	907 Senate St, Columbia, SC 29201	Manhole	TBD		420	Storm Drain	Collapsed Line	Washed Mainline 70 Feet To Resume Normal Flow. Emergency Mainline Repair.
5/7/2015	20:35	9539 Farrow Rd, Columbia, SC 29203	Manhole	5/11/2015	08:00	375		Roots	Washed Mainline 200 Feet To Resume Normal Flow. Emergency Mainline Repair.
5/12/2015	09:30	600 Block Of Assembly St, Columbia, SC 29201	Manhole	5/12/2015	10:00	150		Grease	Removed Stoppage To Resume Normal Flow. Washed Mainline 60 Feet. Manhole Full Of Grease. Flushed Line, Removed Grease.
5/12/2015	23:30	600 Block Of Assembly St, Columbia, SC 29201	Manhole	5/13/2015	00:00	750		Grease	Removed Stoppage To Resume Normal Flow. Washed Mainline 600 Ft To Remove Grease. Applied 5 Gals Of Degreaser. CCTV Mainline 430 Ft To Verify A Clean Line.
5/18/2015	13:05	7545 Garners Ferry Rd, Columbia, SC 29209	Manhole	5/18/2015	14:00	825		Grease	Removed Stoppage To Resume Normal Flow. Washed Mainline 200 Ft And CCTV Mainline 252 Ft To Remove All Grease.
5/22/2015	9:10	312 Sawtimber Lane, Columbia, SC 29209	Manhole	5/22/2015	10:00	3,750	Storm Drain	Roots	Washed Downstream Manhole To Resume Normal Flow. Washed And Sowed And Vac Mainline 240 Feet (Roots).
6/4/2015	06:30	4645 Pine Grove Ct, Columbia, SC 29206	Manhole	Remote Monitoring		Unknown		Wet Weather	Wet Weather, Evidence Only, Not Observed Active. CIP Engineering Project In Development.
6/8/2015	09:15	1121 Columbia College Dr, Columbia, SC 29203	Manhole	TBD		1,500	Storm Drain 40 Feet Away	Collapsed Line	Washed Mainline 50 Feet To Resume Normal Flow. Mainline Repair.
6/8/2015	11:30	2404 Exton Shore Dr, Columbia, SC 29209	Manhole	6/8/2015	12:00	400		Grease	Removed Stoppage To Resume Normal Flow. Washed And Televised Mainline 340 Feet.
6/10/2015	19:50	2727 Welland Street, Columbia, SC 29203	Liftstation	6/11/2015	03:11	1		Utility Power Outage	Shut Down Water Feed Into Wet Well And Dispatched Generator (Started At 2050). Utility Power Restored.
6/12/2015	-	7651 Garners Ferry Rd, Columbia, SC 29209	Manhole	None		Unknown		Debris	Cleaned Debris Out Of Manhole. Did Not Witness, Active Evidence Only.
6/15/2015	18:40	349 Turkey Farm Rd, Columbia, SC 29016	Manhole	TBD		2,000		Roots	Washed Mainline 100 Feet To Resume Normal Flow. Emergency Mainline Repair.
6/22/2015	19:13	1604 Breeland St, Columbia, SC 29210	Manhole	6/22/2015	19:50	185		Grease	Removed Stoppage To Resume Normal Flow. Washed Mainline 200 Ft And Televised Mainline Downstream 215 Ft.
6/26/2015	19:15	1743 Kathleen Dr, Columbia, SC 29210	Manhole	6/26/2015	20:45	525		Roots	Removed Stoppage To Resume Normal Flow. Washed Mainline 100 Ft And TV Mainline 151 Ft. Tap Renewal And Mainline Repairs To Be Made.
6/29/2015	14:28	442 Brookshire Dr, Columbia, SC 29210	Manhole	TBD		25		Roots	Washed Mainline 50 Feet To Remove Stoppage To Resume Normal Flow. Mainline Repair.

Section 5 SEP Water Quality Monitoring Results

In accordance with Section IX.39.a.(v) of the CD, the following section provides a summary of the results of water quality monitoring conducted during the previous calendar quarter as part of the Supplemental Environmental Project (SEP) described in Appendix I of the CD.

5.1 Sampling Conducted and Results

As a part of the SEP requirements established in Section VIII and Appendix I of the CD, the City is to conduct water quality monitoring at three locations to assist in evaluation of the environmental benefits of the SEP in improving water quality in Smith Branch and Gill's Creek. The City is to implement a program for ambient monitoring of dissolved oxygen (DO), total suspended solids (TSS), temperature, and E. coli at the following monitoring sites:

- Gill's Creek at Garner's Ferry Road
- Smith Branch at North Main Street
- Gill's Creek at Bluff Road

In accordance with the requirements of the CD, the City was required to submit a Quality Assurance Project Plan (QAPP) to SCDHEC within 60 days of the date of entry of the CD. Upon approval of the QAPP by SCDHEC the City will begin monitoring within 30 days. The City will monitor quarterly for the first three years under the CD and monthly (or every other month at the Gills Creek at Bluff Road site) from years four through six under the CD.

The City originally submitted the QAPP to SCDHEC on July 18, 2014 in advance of the deliverable deadline. The City subsequently received comments from SCDHEC and resubmitted the QAPP to SCDHEC on January 13, 2015. Upon approval of the QAPP by SCDHEC, the City will begin monitoring within 30 days in accordance with the requirements of the CD.

Appendix A

Executed Satellite Sewer System Agreement

1
2 **AMENDED AND RESTATED AGREEMENT**

3 **BY AND BETWEEN THE CITY OF COLUMBIA, SOUTH CAROLINA**
4 **AND THE CITY OF WEST COLUMBIA, SOUTH CAROLINA FOR**
5 **WASTEWATER SERVICES AND PARTICIPATION IN CAPITAL**
6 **WASTEWATER IMPROVEMENTS.**

7 This **AMENDED AND RESTATED AGREEMENT FOR WASTEWATER**
8 **SERVICES AND PARTICIPATION IN CAPITAL WASTEWATER IMPROVEMENTS**
9 (this “*Amended and Restated Agreement*”) is entered into this 7th day of July,
10 2015 by and between the City of Columbia, South Carolina, a municipal corporation of the State
11 of South Carolina (“*Columbia*”), and the City of West Columbia, South Carolina (“*West*
12 *Columbia*”), a municipal corporation of the State of South Carolina, each a “Party” and together
the “Parties.”

13 **RECITALS**

14 Columbia is a municipal corporation of the State of South Carolina (the “*State*”), located
15 in Richland County, South Carolina, possessing all general powers granted by the Constitution
16 and laws of the State to such municipal corporations. Pursuant to Chapter 15 of Title 6 of the
17 Code of Laws of South Carolina 1976, as amended (the “*Code*”), Columbia is empowered to
18 enter into contracts to construct, operate, maintain, enlarge and improve sewer facilities on
19 behalf of other governmental entities for the joint use of Columbia and such other governmental
20 entities.

21 West Columbia is a municipal corporation of the State, located in Lexington County,
22 possessing all general powers granted by the Constitution and laws of the State to such municipal
23 corporations. Pursuant to Chapter 15 of Title 6 of the Code, West Columbia is empowered to
24 contract for the construction, operation, maintenance, enlargement and improvement of sewer
25 facilities, on behalf of West Columbia, by other governmental entities.

26 Pursuant to Chapter 15, Title 6 of the Code, the Parties entered into a contract, dated
27 August 6, 1975 (the “*1975 Contract*”), providing for the construction, operation and
28 maintenance of certain wastewater facilities, referred to therein as the “Metropolitan Sewerage
29 System” for the mutual benefit of the Parties. Pursuant to the 1975 Contract, each Party
30 constructed the following specific wastewater infrastructure: Columbia constructed the Plant and
31 the Columbia Transmission Line, while West Columbia constructed the Pump Station and the
32 West Columbia Transmission Line (as each as defined herein).

33 Pursuant to Sections 4 through 6 of the 1975 Contract, each Party was allocated a
34 percentage of total capacity of each component of the Wastewater Facilities, referred to in the
35 1975 Contract as each Party’s “Use Equity,” and through grants and other means contributed a
36 pro rata share of the total cost of the construction or installation of each component of the

1 Wastewater Facilities based upon its allocated capacity in such component. West Columbia's
2 Use Equity in the Plant was initially 1.25 million gallons per day (MGD), which was 6.25% of
3 the capacity of the Plant at that time.

4 The 1975 Contract further provided that Columbia is to bear the full responsibility for the
5 operation, maintenance, supervision and repair of all the Wastewater Facilities for such time as
6 the Wastewater Facilities remain in operation, and that West Columbia would reimburse
7 Columbia for the ongoing costs to Columbia for the operation and maintenance of each
8 component of the Wastewater Facilities based upon West Columbia's use of each component,
9 measured as follows: (1) as to the Plant, based upon volumetric charges for the wastewater
10 transmitted to the Plant by West Columbia; (2) as to the Columbia Transmission Line and the
11 West Columbia Transmission Line, based upon West Columbia's allocated Use Equity for each
12 component; and (3) as to the Pump Station, based upon the percentage of the flow of wastewater
13 through the Pump Station attributable to West Columbia.

14 The Parties have subsequently amended the 1975 Contract by an undated but executed
15 contract, effective by its terms on January 1, 1992, and by a contract dated March 16, 1999
16 (collectively, the "*Amendments*"), whereby West Columbia's Use Equity in the Plant was
17 increased to 3.27 MGD, which was 5.45% of the capacity of the Plant at that time.

18 Pursuant to Section 11 of the 1975 Contract, West Columbia agreed to pay to Columbia
19 its pro rata share, based upon its allocated Use Equity of 5.45%, of future alterations, extensions
20 and changes to the Plant necessary to improve operations to comply with directives or orders
21 issued by a proper authority.

22 Columbia is now subject to a Consent Decree (the "*Consent Decree*") by the United
23 States Environmental Protection Agency (the "*EPA*"), filed September 9, 2013, whereby,
24 Columbia is obligated to implement and complete capital improvements to the Plant, to include
25 (1) the Metro Headworks Project; (2) the Metro WWTP Aeration Improvements; (3) the
26 Disinfection Improvements; (4) the Secondary Clarifier Improvements; and (5) the Train 2 Pump
27 Station, and capital improvements to the wastewater collection and treatment system including,
28 among other improvements, (1) improvements to the Pump Station and (2) the installation of
29 20,000 linear feet of 42-inch force main from the Pump Station to the Plant.

30 Pursuant to the Consent Decree, Columbia is also obligated to include within any new
31 satellite system sewer agreements certain terms related to (1) programs for the regulation and
32 pre-treatment of industrial discharges; and (2) programs for reductions in fats, oil and grease
33 ("*FOG*") in wastewater streams. The Parties have included in this Amended and Restated
34 Agreement certain terms related to industrial pre-treatment and FOG reductions that are
35 consistent with the requirements of the Consent Decree,

1 Columbia has completed construction of certain capital improvements to its Wastewater
2 Facilities and has informed West Columbia that, pursuant to Section 11 of the 1975 Contract and
3 the increases in West Columbia's Use Equity in the Plant provided for in the Amendments, West
4 Columbia's pro rata share of these capital improvements amounts to approximately \$8.6 million
5 dollars.

6 Columbia and West Columbia have determined that it is appropriate at this time to enter
7 into this *Amended and Restated Agreement* version of the 1975 Agreement to restate more
8 clearly the pricing and other provisions of the 1975 Contract, and to incorporate in it terms that
9 will further Columbia's compliance with the spirit and intent of Consent Decree.

10 **NOW, THEREFORE**, and in consideration of the premises set forth in the recitals
11 above, and the mutual covenants and obligations contained herein, the receipt and sufficiency of
12 which are hereby acknowledged, Columbia and West Columbia agree as follows:

13 **Article I.**
14 **DEFINITIONS**

15 **Section 1.01** In addition to any words and terms elsewhere defined in this Agreement, the
16 following words and terms as used in this Agreement shall have the following meanings unless
17 some other meaning is plainly intended:

18 "Columbia System" means Columbia's entire system for the treatment, transmission,
19 disposal and collection of Wastewater, including the Wastewater Facilities.

20 "Columbia Transmission Line" means the transmission lines constructed by Columbia
21 running from the Plant to Palmetto Quarries and from Palmetto Quarries to Senate Street, as
22 described in article 1, Section 2 of the 1975 Contract as "Contract C" and "Contract D."

23 "Effective Date" means the date first written in the introductory clause above.

24 "Plant" means the 60 MGD Columbia Metropolitan Waste Water Treatment Plant, as
25 described in article 1, Section 2 of the 1975 Contract as "Contract E, F, J and L."

26 "Pump Station" means the pump station constructed by West Columbia located on the
27 east side of the Congaree River south of Blossom Street, as described in article 1, Section 3 of
28 the 1975 Contract as "Contract H."

29 "SCDHEC" means the South Carolina Department of Health and Environmental
30 Control, or any successor agency or department of the State.

31 "State" means the State of South Carolina.

1 **“Wastewater”** means and includes “sewage,” defined by the Pollution Control Act, SC
2 Code Ann. Section 48-1-10 as “water-carried human or animal wastes from residences,
3 buildings, industrial establishments or other places, together with such ground water infiltration
4 and surface water as may be present and the admixture with sewage of industrial wastes or other
5 wastes,” along with “domestic sewage,” “industrial wastewater,” and “process wastewater” as
6 those terms are defined in the regulations of SCDHEC.

7 **“Wastewater Facilities”** means those portions of the Columbia System which service
8 West Columbia, namely and collectively, the Plant, the Columbia Transmission Line, the Pump
9 Station, and the West Columbia Transmission Line.

10 **“Wastewater Services”** means Columbia’s collection, transmission, treatment, discharge
11 and disposal of wastewater delivered to the Columbia System from the West Columbia System
12 through the Wastewater Facilities, along with the operation and maintenance of the Wastewater
13 Facilities.

14 **“West Columbia Transmission Line”** means the transmission line running from the
15 Pump Station, to and along the west side of the Congaree River to the Saluda River, and then
16 along the south side of the Saluda River and under the Saluda River to the northern side, as
17 described in article 1, Section 3 of the 1975 Contract as “Contract K.”

18 **“West Columbia System”** means West Columbia’s entire system for the transmission
19 and collection of Wastewater.

20 **GENERAL REPRESENTATIONS AND COVENANTS; TERM**

21 **Section 1.02** Representations of Columbia. Columbia hereby represents the following:

22 (A) Columbia is a validly created governmental entity and a public body politic and corporate of
23 the State and that it has the power, authority, and legal right to own and operate Columbia’s
24 System and is capable of providing Wastewater Services as contemplated by this Agreement;
25 that it has all necessary powers and authority to undertake and perform its obligations under this
26 Agreement; that the execution and delivery of, and its performance under, this Agreement will
27 not violate any judgment, decree, order, law, rule, permit, contract, or regulation; that no consent,
28 permission, or approval that has not already been given is required for the valid execution and
29 delivery of this Agreement by Columbia; that this Agreement has been duly authorized,
30 executed, and delivered by Columbia, and constitutes a legal, valid, and binding obligation of
31 Columbia, enforceable in accordance with its terms; that, as of the Effective Date, there is no
32 litigation or proceeding pending or threatened against or affecting Columbia that (i) seeks to
33 enjoin the performance of its obligations under this Agreement or (ii) if adversely determined,
34 would materially adversely affect its ability to perform such obligations; and that it has taken all

1 necessary action to authorize the execution and delivery of this Agreement and to perform its
2 obligations under this Agreement;

3 (B) Columbia has all rights, powers, authority, experience, and skills necessary to operate the
4 Plant, the remaining Wastewater Facilities, and the Columbia System, and has and will continue
5 to have sufficient rights powers, authority, experience and skills necessary to provide the
6 Wastewater Services and to perform its obligations under this Agreement;

7 (C) Columbia will operate the Wastewater Facilities, for the benefit of both Parties, using Good
8 Utility Practice and in a manner that meets all applicable laws, regulatory requirements and
9 permit conditions;

10 (D) Columbia has, and will continue to maintain, all permits, licenses, authorizations and other
11 approvals required and necessary to collect, transmit, treat, discharge and dispose of Wastewater,
12 and otherwise provide the Wastewater Services, as evidenced by, but specifically subject to, the
13 provisions of the applicable wastewater construction, operating and the surface water discharge
14 (NPDES) permits issued by SCDHEC Bureau of Water and the Consent Decree of the EPA;

15 **Section 1.03** Ownership of Wastewater Facilities. The Wastewater Facilities shall at all times
16 be the sole and absolute property of Columbia; provided, however, Columbia acknowledges that
17 West Columbia holds a continuing Use Equity in each component of the Wastewater Facilities,
18 calculated as a percentage of the total capacity of each such component as detailed in Section
19 3.05.

20 **Section 1.04** Sale of Columbia System. In the event that Columbia determines to sell the
21 Columbia System, Columbia agrees to first obtain consent of West Columbia, which consent
22 may be predicated on terms protecting acceptable West Columbia in its sole discretion
23 concerning West Columbia's Use Equity in the Wastewater Facilities and the other terms of this
24 Restated and Amended Agreement, but otherwise shall not be unreasonably withheld. Columbia
25 agrees not to undertake a sale of any of the Wastewater Facilities unless Columbia provides to
26 West Columbia an opinion of counsel experienced in matters of tax exempt bonds to the effect
27 that such sale will not adversely affect the tax exempt status of bonds issued or to be issued by
28 West Columbia.

29 **Section 1.05** Representations of West Columbia. West Columbia hereby represents that it is a
30 duly organized and existing municipal corporation of the State and that it has all necessary power
31 and authority to own and operate the West Columbia System and to perform its obligations under
32 this Agreement, all in compliance with Chapter 31, Title 5 of the Code; that the execution and
33 delivery of, and its performance under, this Agreement will not violate any judgment, decree,
34 order, law, rule, permit, contract, or regulation; that no consent, permission, or approval that has
35 not already been given is required for the valid execution and delivery of this Agreement by
36 Lexington; that this Agreement has been duly authorized, executed, and delivered by West

1 Columbia, and constitutes a legal, valid, and binding obligation of Columbia, enforceable in
2 accordance with its terms; that, as of the Effective Date, there is no litigation or proceeding
3 pending or threatened against or affecting Columbia that (i) seeks to enjoin the performance of
4 its obligations under this Agreement or (ii) if adversely determined, would materially adversely
5 affect its ability to perform such obligations; and that Columbia has taken all necessary action to
6 authorize the execution and delivery of this Agreement.

7 **Section 1.06** West Columbia's Rate Covenant. West Columbia covenants that at all times
8 during the term of this Agreement, it will impose fees for service provided by the West
9 Columbia System that are sufficient to enable West Columbia to meet its obligations of this
10 Agreement.

11 **Section 1.07** Term. This Agreement shall be effective upon the Effective Date and shall extend
12 for an initial period, commencing on the Effective Date, and extending for a term of thirty years
13 (the "Initial Term"). This Agreement shall be automatically extended for subsequent terms of
14 five year (a "Subsequent Term") upon the expiration of the Initial Term or the expiration of any
15 Subsequent Term. If a Party intends not to renew this Agreement at the end of the Initial Term
16 or a Subsequent Term, such Party shall notify the other Party, in writing, not less than five years
17 prior to the end of the Initial or Subsequent Term after which the Party intends that this
18 Agreement shall expire.

19 **Article II.**

20 **DUTY TO SERVE; ALLOCATED CAPACITY**

21 **Section 2.01** Duty to Serve. Columbia will operate and maintain the Plant, the Columbia
22 Transmission Line, the West Columbia Transmission Line and the Pump Station, and all
23 associated lines and pipes, tanks, pumps and other equipment, currently installed or which may
24 be constructed or installed in the future, consistent with applicable state and federal regulations.

25 **Section 2.02** Uninterrupted Service. Columbia does not guarantee uninterrupted service but
26 will use sound engineering practices, which may include, but are not limited to, appropriate
27 provisions of South Carolina Regulation 61-67 (wastewater construction standards); South
28 Carolina Regulation 61-9 (discharge standards); the *Handbook: Sewer System Infrastructure*
29 *Analysis and Rehabilitation*, EPA/625/6-91/030, 1991; *Existing Sewer Evaluation and*
30 *Rehabilitation*, WEF MOP FD-6, 1994, Third Edition 2009; and the most recent edition of
31 "Recommended Standards for Wastewater Facilities" by the Great Lakes-Upper Mississippi
32 River Board of State and Provincial Public Health and Environmental Managers (commonly
33 known as the "Ten State Standards.") and best efforts to ensure that service is not interrupted or
34 if interrupted is restored in a prompt manner. Columbia will operate and maintain the Columbia
35 System consistent with applicable state and federal regulations to minimize disruptions or
36 environmental impacts due to interruptions of service.

1 **Section 2.03** Allocated Plant Capacity. Pursuant to the allocations of capacity in the Plant
2 contained in the 1975 Contract and its subsequent Amendments, Columbia shall reserve, for the
3 sole benefit of West Columbia, an allocated capacity in the Plant of 3.27 MGD average daily
4 flow and allows a peaking factor of 2.5 times average daily flow (the "*Allocated Plant*
5 *Capacity*").

6 **Section 2.04** Allocated Columbia Transmission Line Capacity. Pursuant to allocations of
7 capacity in the Columbia Transmission Line contained in the 1975 Contract and its subsequent
8 Amendments, Columbia shall reserve, for the sole benefit of West Columbia, allocated capacity
9 in the Columbia Transmission Line as follows:

10 (i) For Contract C, a maximum allocated capacity of 4.0 MGD; and

11 (ii) For Contract D, a maximum allocated capacity of 4.0 MGD (collectively, the
12 "*Allocated Columbia Transmission Line Capacity*").

13 **Section 2.05** Allocated West Columbia Transmission Line Capacity. Pursuant to allocations of
14 capacity in the West Columbia Transmission Line contained in the 1975 Contract and its
15 subsequent Amendments, Columbia shall reserve, for the sole benefit of West Columbia,
16 allocated capacity in the West Columbia Transmission Line as follows:

17 (i) For Contract K, Division I, a maximum allocated capacity of 9.1 MGD; and

18 (ii) For Contract K, Division II, Section A, a maximum allocated capacity of 9.1 MGD;

19 (iii) For Contract K, Division II, Section B, a maximum allocated capacity of 7.7 MGD;

20 (iv) For Contract K, Division III, a maximum allocated capacity of 0.0 MGD (collectively,
21 the "*Allocated West Columbia Transmission Line Capacity*").

22 **Section 2.06** Easement for Access to the West Columbia Transmission Line for Operations,
23 Maintenance and Construction. Within 120 days of the Effective Date, West Columbia shall
24 provide Columbia with easements for its use for operations, maintenance and replacement or
25 paralleling of the West Columbia Transmission Line. Said easements shall allow Columbia the
26 right to use for that purpose all easements, rights of way, permits and other property rights held
27 by West Columbia which are associated with the operations, maintenance and potential
28 replacement or paralleling of West Columbia Transmission Line. The easements provided to
29 Columbia shall be in a form suitable for filing with the registrar of deeds of Lexington County.
30 Within 120 days of the Effective Date, West Columbia shall convey to Columbia the parcel on
31 which the Pump Station is located (TMS R08909-01-09).

32 **Section 2.07** Allocated Pump Station Capacity. Pursuant to allocations of capacity in the Pump
33 Station contained in the 1975 Contract and its subsequent Amendments, Columbia shall reserve,

1 for the sole benefit of West Columbia, an allocated capacity in the Pump Station of 8.8 MGD
2 (the "*Allocated Pump Station Capacity*").

3 **Section 2.08** Pro Rata Share Cost Allocations. For rate making purposes, West Columbia shall
4 be deemed to represent the following pro rata shares of the capacity in the Plant, the Columbia
5 Transmission Line, the West Columbia Transmission Line and the Pump Station:

6 (A) The Allocated Plant Capacity represents 5.45% of the total capacity of the Plant, thus West
7 Columbia's pro rata share of the Plant's fixed costs is 5.45% (the "*Plant Pro Rata Share*").

8 (B) The Allocated Columbia Transmission Line Capacity represents the following percentages
9 of the total capacity of the Columbia Transmission Line:

10 (i) For Contract C, 8.0%, thus West Columbia's pro rata share of the Columbia
11 Transmission Line, Contract C is 8.0%; and

12 (ii) For Contract D, 8.0%, thus West Columbia's pro rata share of the Columbia
13 Transmission Line, Contract D is 8.0% (and 8.0% collectively for Contracts C and D,
14 the "*Columbia Transmission Line Pro Rata Share*").

15 (C) The Allocated West Columbia Transmission Line Capacity represents the following
16 percentages of the total capacity of the West Columbia Transmission Line:

17 (i) For Contract K, Division I, 43.96%, thus West Columbia's pro rata share of the West
18 Columbia Transmission Line, Contract K, Division I is 43.96%;

19 (ii) For Contract K, Division II, Section A, 43.96%, thus West Columbia's pro rata share of
20 the West Columbia Transmission Line, Contract K, Division II, Section A is 43.96%;

21 (iii) For Contract K, Division II, Section B, 37.04%, thus West Columbia's pro rata share of
22 the West Columbia Transmission Line, Contract K, Division II, Section B is 37.04%;
23 and

24 (iv) For Contract K, Division III, 0.0%, thus West Columbia's pro rata share of the West
25 Columbia Transmission Line, Contract K, Division III is 0.0% (these pro rata shares are
26 collectively referred to as the "*West Columbia Transmission Line Pro Rata Shares*").

27 (D) The Allocated Pump Station Capacity represents 43.96% of the total capacity of the Pump
28 Station, thus West Columbia's pro rata share of the Pump Station's fixed costs is 43.96% (the
29 "*Pump Station Pro Rata Share*").

30 **Section 2.09** Location of Plant, Pump Station and Lines. The locations of the Plant, Pump
31 Station and lines are set forth on *Exhibit 1*.

1
2 **Article III.**
3 **USAGE CHARGES**

4 **Section 3.01 Base Charges.**

5 (A) Columbia shall charge to West Columbia, and West Columbia shall pay to Columbia a base
6 charge (the "*Base Charge*") which shall be calculated annually to reflect the actual fixed costs
7 for salaries and benefits associated with the operation of the Plant during the most recent full
8 fiscal year for which cost data is available. These costs shall be allocated to West Columbia
9 based upon West Columbia's Plant Pro Rata Share, Columbia Transmission Line Pro Rata Share,
10 West Columbia Transmission Line Pro Rata Shares and Pump Station Pro Rata Share, as set
11 forth in Section 3.05.

12 (B) The Base Charges shall be billed and paid monthly as a flat fee.

13 **Section 3.02 Volumetric Charges.**

14 (A) Columbia shall charge to West Columbia, and West Columbia shall pay to Columbia, a
15 volumetric charge (the "*Volumetric Charge*").

16 (i) The rates on which the Volumetric Charge is calculated (the "*Volumetric Rates*") shall
17 be established annually based upon the actual variable costs associated with the
18 operation of the Plant and Pump Station (including all other direct costs less those costs
19 included in the Base Charges) during the most recently available fiscal year.

20 (ii) The Volumetric Rates for the Plant and Pump Station shall be calculated by dividing the
21 actual variable costs associated with the operation of the Plant and the Pump Station by
22 the total annual flow from all sources into the Plant and the Pump Station. Both costs
23 and flows for this calculation shall be those from the most recently available fiscal year
24 for which a full year of final data is available. The resulting rate shall be computed
25 annually and expressed separately for the Plant and Pump Station as a rate per thousand
26 gallons of flow.

27 (iii) The Volumetric Charges shall be billed monthly based on the actual flow contributed by
28 West Columbia into the Plant and Pump Station during the most recent monthly billing
29 period.

1 **Section 3.03** 7-Day Excess Usage Charges.

2 (A) In addition to the above payments set forth in Sections 3.01 and 3.02, Columbia shall charge
3 to West Columbia, and West Columbia shall pay to Columbia, an excess usage charge (the “**7-
4 Day Excess Usage Charge**”) calculated on flows measured cumulatively over each seven day
5 calendar week (the “**7-Day Flow**”) during a billing period. The charge shall apply in any
6 calendar week where the 7-Day Flow exceeds 110% of the Allocated Plant Capacity.

7 (B) The 7-Day Excess Usage Charge shall be computed to equal the sum of (i) the actual fixed
8 costs for salaries and benefits associated with the operation of the Plant and (ii) debt service costs
9 associated with the Plant. Items (b) and (c) shall be computed based on the cost data from the
10 most recent full fiscal year for which final cost data is available. The resulting costs shall be
11 expressed as a cost per thousand gallons by dividing the costs figures so obtained by the total
12 volume of wastewater received at the Plant during that fiscal year.

13 **Section 3.04** Calculations. The following formulae and conventions shall be used in
14 computing the Volumetric Rates and the 7-Day Excess Usage Charge:

15 (A) Columbia’s current accounting system combines (a) the costs of operating the Plant with (b)
16 the cost of operating all pump stations on its system as well as associated regulatory and
17 environmental compliance costs. Collectively, these costs represent the “**Combined Plant
18 Operating Costs**.” To segregate for rate calculations the fixed and variable cost of operating the
19 Plant from the other aspects of the Combined Plant Operating Costs, the Parties will assume that
20 the fixed and variable costs of operating the Plant equal the actual Combined Plant Operating
21 Costs for the most recent full fiscal year for which final cost data is available, reduced by the
22 ratio that (i) pump station expense and compliance expense bear to (ii) the total Combined Plant
23 Operating Costs. For the purpose of computing this ratio, both items (a) and (b) will be the
24 amounts as reflected in the budget adopted for that fiscal year. All other amounts will be actual
25 amounts as incurred in the most recent full fiscal year for which data is available. Until such
26 time as more specific actual cost information is available, the Parties will assume that the amount
27 of the reduction to the Combined Plant Operating Costs resulting from this calculation will be
28 25%.

29 (B) The list of accounts which are included in these calculations is included in the sample bill
30 and supporting documents which are attached hereto as **Exhibit 2**.

31 (C) Columbia’s current accounting system combines the costs of operating and maintaining the
32 Columbia Transmission Line and West Columbia Transmission Line segments with the costs
33 associated with operating and maintaining all collection and transmission lines operated by
34 Columbia. Until such time as more specific information is available, the Parties will assume that
35 the fixed cost of operating the Columbia Transmission Line and West Columbia Transmission
36 Line segments equals Columbia’s total cost of operating and maintaining its collection and

1 transmission lines, allocated according to the ratio of the linear feet represented by the Columbia
2 Transmission Line and West Columbia Transmission Line segments divided by the total linear
3 feet of all of Columbia's sewer lines. Pump station expense shall not be included in this
4 calculation.

5 (D) Columbia's current accounting system does not segregate the debt service cost associated
6 with the Plant from the debt service cost associated with the Columbia's other sewer assets. For
7 purposes of determining the debt service costs per thousand gallons of flow as required to
8 compute the 7-Day Excess Usage Charge, the Parties will use purchase price of the Plant and of
9 other sewer assets to calculate debt service. The Parties will further assume that the debt service
10 expense associated with the Plant equals the annual debt service expense that Columbia bears in
11 financing its sewer assets allocated between the Plant and other assets according to the ratio that
12 the purchase price of the Plant bears to the purchase price of all sewer assets financed by
13 Columbia. The resulting cost of capital will be divided by the total flow at the Plant during the
14 most recently available fiscal year to generate a rate per thousand gallons of flow for which shall
15 be the debt service cost associated with the Plant for that year.

16
17 **Section 3.05 Industrial Pretreatment Program Charges.** Columbia shall charge to West
18 Columbia and West Columbia shall pay to Columbia an industrial pretreatment program charge
19 calculated to recover the cost of Columbia's industrial pretreatment program as budgeted cost for
20 the current fiscal year. Those industrial pre-treatment program costs shall be allocated on a
21 customer-count basis that reflects the ratio of permitted industrial users in West Columbia
22 divided by the total number of permitted industrial users operating under Columbia's industrial
23 pretreatment program. The industrial pretreatment program charge shall be computed annually
24 based on the current fiscal year's budget and billed on a monthly basis as a flat fee. In addition
25 to the charges specified above, Columbia shall charge each industrial user an annual permit fee.
26 Permit or program fees, fines, or penalties collected by Columbia from industrial customers
27 under its industrial pretreatment program in the prior fiscal year shall be deducted from budgeted
28 program costs.

29 **Section 3.06 Annual Adjustment.**

30 (A) Columbia will calculate Base Charges, Volumetric Charges, 7-Day Excess Usage Charges
31 and Industrial Pretreatment Program Charges based on the most recently available fiscal year's
32 actual costs once final figures are available, and will communicate them to West Columbia on or
33 before January 1 of each year.

34 (B) New annual rates under the Agreement will go into effect as soon as practicable after such
35 actual costs are made available by Columbia to West Columbia, but in no event earlier than
36 March 1, or later than the succeeding July 1.

1 **Section 3.07** Inspection and Review of Information. Upon reasonable request by West
2 Columbia, Columbia shall make available to West Columbia in a timely fashion all data,
3 spreadsheets, source documents and other information reasonably necessary for West Columbia
4 to review and audit rate calculations hereunder.

5 **Section 3.08** Sample Bill. For guidance of the parties in applying the provisions here, an
6 example of a bill computed in accordance with the intended terms of this Restated and Amended
7 Agreement and the supporting documents on which that bill calculation is based are found on
8 *Exhibit 2* and incorporated herein.

9 **Article IV.**

10 **MAINTENANCE; CAPITAL EXPANSION**

11 **Section 4.01** Capacity Maintenance Costs

12 (A) Columbia shall charge to West Columbia, and West Columbia shall pay to Columbia, the
13 Plant Pro Rata Share of the cost of any capital project required to maintain the existing capacity
14 of the Plant and its ability to be operated in conformity with applicable state and federal
15 regulations (“*Capacity Maintenance Cost*”).

16 (B) Columbia shall charge to West Columbia, and West Columbia shall pay to Columbia, the
17 Columbia Transmission Line Pro Rata Share of the cost of any capital project required to
18 maintain the existing capacity of the Columbia Transmission Line and its ability to be operated
19 in conformity with applicable state and federal regulations.

20 (C) Columbia shall charge to West Columbia, and West Columbia shall pay to Columbia, the
21 applicable West Columbia Transmission Line Pro Rata Shares of the cost of any capital project
22 required to maintain the existing capacity of any part of the West Columbia Transmission Line
23 and its ability to be operated in conformity with applicable state and federal regulations.

24 (D) Columbia shall charge to West Columbia, and West Columbia shall pay to Columbia, the
25 Pump Station Pro Rata Share of the cost of any capital project required to maintain the existing
26 capacity of the Pump Station and its ability applicable state and federal regulations.

27 (E) To assist West Columbia in its rate planning and capital requirements forecasting, Columbia
28 shall keep West Columbia informed and updated as to its plan for capital projects and the
29 anticipated costs of projects. To provide West Columbia reasonable time to obtain required
30 financing, payment for any Capacity Maintenance Costs that in aggregate are less than \$1
31 million will be due not later than 120 days after they are properly invoiced to West Columbia,
32 and payment for any Capacity Maintenance Costs that costs exceeding \$1 million in aggregate
33 will be due not less than 180 days after they are properly invoiced.

1 an NPDES permit amendment or construction permit, whichever is later, if one is
2 required for the Capital Expansion Plan.

3 (C) West Columbia will make payments for a Capital Expansion Plan monthly as construction
4 and other invoices are approved for payment.

5 **Article V.**

6 **FATS, OILS AND GREASE ("FOG") PROGRAM**

7
8 **Section 5.01** Within 180 days of the Effective Date of this Agreement, West Columbia shall
9 develop and enact a FOG Program establishing uniform registration, operating, maintenance,
10 cleaning, and inspection requirements designed to limit and control the discharge of fats, oils,
11 and grease from Food Service Establishments ("FSEs") into the West Columbia Sewer System.
12 At West Columbia's option, it may develop a FOG Program and submit to Columbia for
13 approval, which approval shall not unreasonably be withheld; or may adopt Columbia's FOG
14 Program, including the promulgation of a regulation comparable to Parts 29 and 30 of
15 Columbia's Engineering Regulations. West Columbia may change between these options at any
16 time in its discretion. In no event will West Columbia be required to adopt standards or
17 requirements more stringent than those adopted by Columbia in its FOG program.

18 **Section 5.02** West Columbia will enact all ordinances necessary to implement and enforce the
19 FOG Program developed pursuant to this Paragraph.

20 **Section 5.03** Columbia may audit the West Columbia FOG Program as it deems reasonably
21 necessary to ensure full implementation and enforcement of the FOG Program, including, but not
22 limited to, regular periodic inspections of all FSEs and enforcement action for violations of the
23 West Columbia FOG Program requirements.

24 **Section 5.04** West Columbia shall maintain accurate records concerning implementation and
25 enforcement of the West Columbia FOG Program, including the number of inspections,
26 citations, and new FSEs which shall be submitted to Columbia semi-annually. West Columbia
27 shall also make such records available to Columbia for review upon reasonable request.

28 **Article VI.**

29 **INDUSTRIAL PRE-TREATMENT PROGRAM**

30
31 **Section 6.01** Sewer Use Ordinance. West Columbia will forward to Columbia for review a
32 draft of its proposed sewer use ordinance within 90 days of the Effective Date. Within 60 days
33 of receipt of comments from Columbia, West Columbia will adopt a local sewer use ordinance
34 which is no less stringent and is as broad in scope as the sewer use ordinance adopted by
35 Columbia and codified at Chapter 23 of the Columbia Code of Ordinances ("*Columbia*
36 *Ordinance*").

1 (F) West Columbia will pay to Columbia those outstanding Capacity Maintenance Costs due at
2 the Effective Date of this Amended and Restated Agreement in the approximate amount of \$8.6
3 million on or before June 30, 2015.

4 **Section 4.02** Participation in Capital Expansion Projects

5 (A) Columbia will inform West Columbia of any plans to expand the Plant, Columbia
6 Transmission Line, West Columbia Transmission Line or Pump Station (a "*Capital Expansion*
7 *Plan*") no less than six months prior to undertaking such expansion activity.

8 (B) Within 90 days of notice of a Capital Expansion Plan, West Columbia may request
9 additional capacity be added to the Capital Expansion Plan, and, as set forth in Section 4.01, will
10 agree to pay its Pro Rata Share of the cost associated with the Capital Expansion Plan pro rata,
11 based on the percentage that the capacity requested by West Columbia represents of the total
12 Capital Expansion Plan

13 (C) If due to regulatory, permitting or other limitations, the amount of capacity that can be
14 added to the Plant, Columbia Transmission Line, West Columbia Transmission Line or Pump
15 Station is less than the amount requested by all Parties, then each party will share pro rata in the
16 expansion based on the relative size that each Party's request bears to the total request for
17 capacity.

18 **Section 4.03** Capital Expansion Requests. West Columbia may request additional capacity
19 from Columbia to meet demands on the West Columbia system:

20 (A) If Columbia has unused capacity that it can lawfully allocate to this request, it will provide
21 West Columbia that capacity for a capacity cost payment equal to the purchase price expressed
22 in MGD of capacity in the Plant, Columbia Transmission Line, West Columbia Transmission
23 Line or Pump Station at issue as shown on Columbia's books.

24 (B) If Columbia does not have sufficient unused capacity that it can lawfully allocate to a
25 request, Columbia will undertake a Capital Expansion Plan, provided that:

26 (i) West Columbia agrees to pay its Pro Rata Share, as set forth in Section 4.01, of the cost
27 of the Capital Expansion Plan based on the amount of capacity requested by West
28 Columbia as a percentage of the total additional capacity to be constructed;

29 (ii) Columbia's obligation to undertake a Capital Expansion Plan is conditional on
30 availability of permits, waste load allocations, compliance with discharge limitations
31 and the availability of required rights of way and other property interest; and

32 (iii) Columbia will have 4 years to construct or expand the required facilities to provide the
33 requested capacity, provided that this deadline shall be three years from the issuance of

1 **Section 6.02** Ordinance Amendments. Whenever Columbia amends the Columbia Ordinance,
2 it will forward a copy of the amended Columbia Ordinance to West Columbia. Within 90 days of
3 receipt of the Columbia's amendments, West Columbia will adopt amendments to its sewer use
4 ordinance that are at least as stringent as those adopted by Columbia.

5 **Section 6.03** Local Limits. West Columbia has enacted pollutant specific local limits which
6 address at least the same pollutant parameters and are at least as stringent as the local limits
7 enacted by Columbia. If Columbia makes any revisions or additions to its local limits, Columbia
8 will forward to West Columbia a copy of such revisions or additions within 30 days of enactment
9 thereof. Within 90 days of receipt thereof, West Columbia will adopt any such revisions or
10 additions to its local limits to ensure that such limits address at least the same pollutant
11 parameters and are at least as stringent as the revised or additional local limits enacted by
12 Columbia.

13 **Section 6.04** Enforcement of the West Columbia Ordinance. West Columbia designates
14 Columbia as the agent of West Columbia for the purposes of implementation and enforcement of
15 the West Columbia Ordinance against Industrial Users (as defined in S.C. Regulation 61-
16 9.403.3) located on the West Columbia Sewer System. Columbia may take any action under the
17 West Columbia Ordinance that could have been taken by West Columbia, including the
18 enforcement of the West Columbia Ordinance in courts of law. Columbia, on behalf of and as
19 agent for West Columbia, will perform technical and administrative duties necessary to
20 implement and enforce the West Columbia Ordinance against Industrial Users. Columbia will:
21 (1) update the industrial waste survey; (2) issue permits to all Industrial Users required to obtain
22 a permit; (3) conduct inspections, sampling, and analysis of Industrial Users; (4) take all
23 appropriate enforcement action as outlined in Columbia's enforcement response plan and
24 provided for in the West Columbia Ordinance; and (5) perform any other technical or
25 administrative duties the Parties deem appropriate. In addition, Columbia may, as agent of West
26 Columbia, take emergency action to stop or prevent any discharge which presents or may present
27 an imminent danger to the health or welfare of humans, which reasonably appears to threaten the
28 environment, or which threatens to cause interference, pass through, or sludge contamination.

29 **Section 6.05** New Industrial Users. Any new industrial user must have a permit to connect to
30 the West Columbia System prior to discharge of any industrial wastewater into the that system.
31 Columbia shall issue such permits as West Columbia's agent. Such permits which shall not be
32 withheld so long as from an engineering standpoint, the industrial user's discharges can be
33 accepted into the system without the resulting waste streams violating applicable operating limits
34 and permit requirements after accounting for mixing and diluting of waste streams. Except as
35 otherwise required by law, Columbia shall not impose any pretreatment permit standards on new
36 or existing industrial customers in West Columbia that are more stringent or restrictive than
37 those that apply to industrial customers located on Columbia's System.

1 **Section 6.06** Industrial Users Outside of West Columbia's Boundaries. Before an Industrial
2 User located outside the corporate boundaries of West Columbia is approved to discharge into
3 the West Columbia Sewer System, West Columbia will enter into an agreement with that
4 Industrial User whereby that Industrial User agrees that it is subject to all requirements and
5 provision of the West Columbia Sewer Ordinance to the same extent as if that user was
6 physically located within the municipal limits of West Columbia. In that agreement, the
7 Industrial User will enter a binding stipulation that any discharge of waste in violation of the
8 West Columbia Sewer Ordinance will conclusively be presumed to be a discharge into the lines,
9 pump stations and other facilities located within the municipal boundaries of West Columbia and
10 therefore a violation of the ordinance will be deemed to occur within the municipal limits of
11 West Columbia. Such agreement will incorporate all relevant terms of this Agreement and must
12 be entered into prior to a discharge from any such Industrial User.

13 **Section 6.07** Challenges to Columbia's Legal Authority. If the authority of Columbia to act as
14 agent for West Columbia pursuant to this Article is questioned by an Industrial User, court of
15 law, or otherwise, West Columbia will take whatever action is reasonably necessary to ensure the
16 implementation and enforcement of West Columbia Ordinance against its Industrial Users,
17 including, but not limited to, implementing and enforcing West Columbia Ordinance on its own
18 behalf and/or amending this Agreement to clarify Columbia's authority under this Article.

19 **Article VII.**

20 **MISCELLANEOUS**

21 **Section 7.01** Operation and Maintenance of the Columbia Sewer System. Columbia shall be
22 solely responsible for all operating and maintenance obligations for the Columbia Sewer System
23 and for compliance with licenses and permits applicable to it. Columbia shall be solely
24 responsible for planning, procuring and placing into service all capital improvements to the
25 Columbia Sewer System.

26 **Section 7.02** Operation and Maintenance of the West Columbia Sewer System. West
27 Columbia shall be solely responsible for all operating and maintenance obligations for the West
28 Columbia Sewer System and for compliance with licenses and permits applicable to it. West
29 Columbia shall be solely responsible for all planning, procuring and placing into service all
30 capital improvements to the West Columbia Sewer System.

31 **Section 7.03** Infiltration and Inflow Control Program. West Columbia shall manage, operate
32 and maintain the West Columbia Sewer System so as to minimize peak flows into the Columbia
33 Sewer System by limiting the infiltration and inflow of surface and ground water and other
34 extraneous flows into the West Columbia Sewer System. Within 180 days of the Effective Date
35 and in consultation with and the concurrence of Columbia, West Columbia shall develop a
36 program to control the infiltration and inflow of extraneous flows into the West Columbia
37 Sewer System ("I/I Control Program"). The I/I Control Program shall reflect sound engineering

1 practices and shall be consistent with the engineering standards contained in the materials
2 referenced in Section 2.02. It shall be updated from time to time as circumstances warrant. Upon
3 its adoption, West Columbia will implement the I/I Control Program and will provide Columbia
4 with an annual report on the actions taken by West Columbia to implement the I/I Control
5 Program.

6 **Section 7.04 Peak Flow Limitations.** Where Columbia reasonably determines that flows
7 originating or transmitted through the West Columbia Sewer System to the Columbia Sewer
8 System, which flows exceed the allocated capacities contained in Sections 2.03, 2.04 and 2.05,
9 are or can reasonably be expected to cause or contribute to (1) a sanitary sewer overflow in the
10 Columbia Sewer System, (2) a condition resulting in flows exceeding the pumping capacity of a
11 Columbia Sewer System pump station, and/or (3) a violation of the City Permit, Columbia may
12 impose peak flow limitations upon the West Columbia Sewer System as Columbia determines
13 are reasonably necessary to avoid such conditions.

14 **Section 7.05 Reporting of New Customers.** West Columbia shall report to Columbia on a
15 monthly basis all applications for new sewer connection.

16 **Section 7.06 Termination.** Upon termination of this Agreement by Columbia where a
17 successor or substitute agreement is not negotiated between Columbia and West Columbia, West
18 Columbia will be entitled to a refund of the unamortized value of any asset to which West
19 Columbia contributed. The amount of that refund will equal the original amount of West
20 Columbia's capital contributions to Columbia for sewer service less straight line depreciation
21 recorded on the associated assets which depreciation shall be based on an engineering
22 assessment of the useful lives of those assets. If a successor or substitute agreement is negotiated
23 to replace this Amended and Restated Agreement and extends the use by West Columbia of the
24 Wastewater Facilities, the parties shall give West Columbia due credit for the capacity value
25 represented by West Columbia's Use Equity. In any future agreement, West Columbia shall not
26 be required to pay additional capital related cost for Use Equity it has obtained under this
27 Amended and Restated Agreement or the 1975 Agreement.

28 **Section 7.07 Generally Accepted Accounting Principles.** All matters of accounting and rate
29 making, including without limitation, the recording of costs as capital costs or expenses, and the
30 allocation of cost to the Plant, the Pump Station or and of the lines, will be based on generally
31 accepted accounting principles for state and local government entities, as established by the
32 Government Accounting Standards Board, and generally accepted cost of service rating
33 principles, as embodied in the American Water Works Association, (*Manual 1 Principles of*
34 *Water Rates, Fees and Charges*, 6th edition, as updated from time to time.

35 **Section 7.08 Records.** West Columbia will have access to Columbia's records to verify all
36 costs and charges, and Columbia will cooperate with any rate or other financial studies
37 undertaken by West Columbia related to the financial administration of this Agreement.

1 **Section 7.09** Billing and Payment. All usage charges specified herein, including but not
2 limited to Base Charges, Volumetric Charges, 7-Day Excess Usage Charges and Industrial
3 Pretreatment Program Charges (collectively, "**Bills**", individually, "**Bill**"), shall be furnished by
4 Columbia to West Columbia within 20 days of the end of each calendar month. West Columbia
5 shall pay to Columbia the amount contained in the Bill within 20 days of receipt of the Bill.

6 **Section 7.10** Withholding Payment. Payment of Bills may be withheld only upon a reasonable
7 dispute.

8 **Section 7.11** Notices. All notices, demands, requests, consents, or approvals required or
9 permitted to be given under this Agreement shall be deemed sufficiently given if in writing sent
10 by registered mail, postage prepaid, return receipt requested, addressed to the Parties to be so
11 notified as follows:

12 City of Columbia
13 Attn: City Manager
14 1737 Main Street
15 Columbia, SC 29201

16 City of West Columbia
17 Attn: City Administrator
18 200 N. 12th Street
19 West Columbia, SC 29169
20

21
22 Any Party hereto may, by notice given to the other Party to this Agreement, designate any further
23 or different addresses to which subsequent notice, certificates or other communications shall be
24 sent.

25 **Section 7.12** Transfer of the Agreement. Columbia may not effect a transfer of the Agreement
26 without first obtaining the written consent of West Columbia, which will not be unreasonably
27 withheld.

28 **Section 7.13** Force Majeure. If by reason of Force Majeure either Party hereto shall be
29 rendered unable wholly or in part to carry out its obligations under this Agreement, then such
30 Party shall give notice and full particulars of such Force Majeure in writing to the other Party
31 within a reasonable time after occurrence of the event or cause relied on, the obligation of such
32 Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended

1 during the continuance of the inability then claimed, but for no longer period, and any such Party
2 shall endeavor to remove or overcome such inability with all reasonable dispatch.

3 **Section 7.14** Titles of Articles and Sections. Any titles of the several parts, Articles and
4 Sections of this Agreement are inserted for convenience or reference only and are not definitive
5 in construing or interpreting any of its provisions.

6 **Section 7.15** Duplicate Originals and Counterparts. This Agreement may be executed in
7 duplicate originals and in several counterparts, and all of which duplicate originals and
8 counterpart originals when taken together shall constitute the Agreement in its entirety.

9 **Section 7.16** Authorization. Each of the Parties hereto hereby represents and warrants that all
10 appropriate action has been taken by their respective governing bodies to authorize the execution
11 of and the performance of the obligations set forth in this Agreement and that the person(s)
12 executing the Agreement on behalf of each Party has been duly authorized to do so.

13 **Section 7.17** Arms-Length Transaction. The Parties hereby acknowledge that this Agreement
14 arose as the result of arm's length negotiations between the Parties and that this Agreement was
15 prepared with the advice, consent, recommendation and review of each all Parties and their
16 counsel, and is the product of input by all Parties. As a result, any ambiguity or uncertainty is
17 not to be construed against the Party whose counsel prepared this Agreement on the grounds that
18 such Party's representatives drafted this Agreement or any part thereof.

19 **Section 7.18** Amendment. This Agreement may not be amended, changed, modified or
20 terminated without in each instance the prior written consent of the parties hereto.

21 **Section 7.19** Third Party Beneficiaries. There are no third-party beneficiaries to this
22 Agreement. No other third party may assert any claim under this Agreement, and this
23 Agreement does not and is not intended to confer in favor of any other persons or entities any
24 rights or remedies whatsoever.

25 **Section 7.20** Further Assurances. The Parties agree to give such further assurances, and to
26 execute, acknowledge and deliver such other instruments as shall be reasonably necessary or
27 appropriate in the judgment of the other Parties to carry out the intent of this Agreement.

28 **Section 7.21** Severability. In the event any provision of this Agreement shall be held invalid or
29 unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render
30 unenforceable any other provision hereof.

31 **Section 7.22** Jury Trial. The Parties waive the right to jury trial in any action arising under this
32 Agreement.

33 [SIGNATURE PAGE TO FOLLOW]

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12

CITY OF WEST COLUMBIA, SOUTH CAROLINA

Helli Ricard
Mark M. Valentino

BY: Jennifer T. Cunningham

Jennifer T. Cunningham

ITS: City Administrator

CITY OF COLUMBIA, SOUTH CAROLINA

SM Daniels
Ami L. Davis

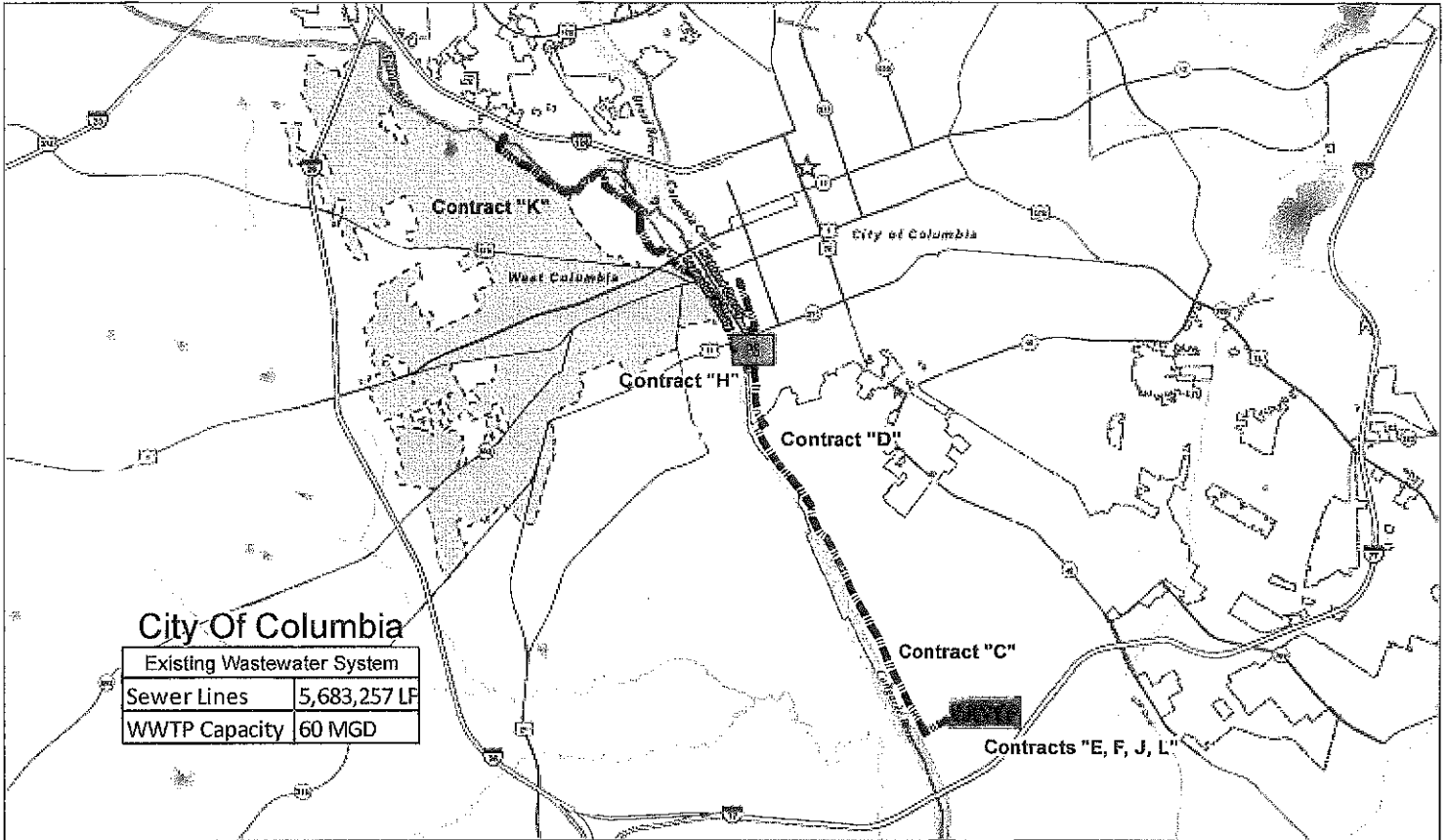
BY: Teresa B. Wilson

Teresa B. Wilson

ITS: City Manager

APPROVED AS TO FORM

Jeanne Lisowski
Legal Department City of Columbia, SC

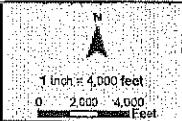


City Of Columbia

Existing Wastewater System	
Sewer Lines	5,683,257 LF
WWTP Capacity	60 MGD



- Gravity Manhole Connections
- ▬ Gravity Sewer Line
- ☆ City of Columbia City Hall
- PS West Columbia PS
- ▬ Interstate
- City Limits
- WWTP Metro WWTP
- ▬ US, State Hwy
- ◉ Water Body



**City of Columbia
West Columbia
Billing Related Assets**

City of West Columbia Billing Worksheet

FY2014-15

Billing Period:

February 5, 2015 - March 4, 2015

Definitions:

Billing Period = Invoice Time Frame
 Q_{wc} = Total West Columbia Sewer Flow for the Billing Period (In Gallons)
 Q_{wc7day} = 7 Day Total Flow (In Gallons)
 Q_{wc7dayExcess} = Amount Over Maximum Use Equity in 7 Day Period (In Gallons)
 Fixed Cost = CWC Pro Rata Share - O&M
 Variable Cost = CWC Pro Rata Share - Chemical, Electricity, Gas, Supplies, etc.
 WWTP Debt Service Expense/1000 gal = Debt Service for Wastewater Treatment Plant

Cells Populated from Another Tab
 Cells to be Filled out each Billing Period
 Cells to be Filled out Annually

Flow Input Values:

Number of Days in Billing Period: 28 Days
 Q_{wc}: 89,814,747 gallons
 Q_{wc7day} for Week 1: 18,733,094 gallons
 Q_{wc7day} for Week 2: 18,418,601 gallons
 Q_{wc7day} for Week 3: 22,795,410 gallons
 Q_{wc7day} for Week 4: 29,866,642 gallons
 Q_{wc7day} for Week 5: [redacted] gallons
 Average Daily Flow: 3,207,669.53 GPD / 3.21 MGD

Article II Sec. 4, 5, 6, and 7

Sec. 4 - Collection System O&M

Total Collection System Length: 5,583.257 LF
 Wastewater Maintenance (WWM) Budget: FY13-14 (Last Year's Actual Expenses)

West Columbia Transmission Lines (WCTL)	LF of Sewer Line	% of System	WWM O&M Cost per Month	West Columbia Share per Article 1 Sec. 6	City of West Columbia Pro Rata Share per Article II Sec. 4
C	13500	0.23754%	\$1,412.67	8.00%	\$ 113.01
D, Limited to section as defined in Article 1, Sec 8	7891	0.13885%	\$825.73	8.00%	\$ 66.06
K Div. I	850	0.01496%	\$88.95	43.96%	\$ 39.10
K Div. II Sec. A	7429	0.13072%	\$777.39	43.96%	\$ 341.74
K Div. II Sec. B	8703	0.15313%	\$910.70	37.04%	\$ 337.32

Subtotal = \$ 897.24

Sec. 5 - WWTP O&M

Total Annual WWTP Expenses: [redacted]
 Applicable Annual WWTP Expenses Ratio: 74%

Total Annual WWTP Flow FY13-14: [redacted] MG
 Total Annual Flow from West Columbia: [redacted] MG
 Actual Percentage of Total Flow: 7.96%
 Estimated Based on 4 Month Results

	Total Expenses	Monthly Expenses	Cost/1000 Gal	Contract 5.45%
Fixed Cost	[redacted]	\$257,608.86	\$0.23157	\$14,039.68
Variable Cost	[redacted]	\$479,816.55	\$0.43131	

Total WWTP O&M = Fixed Cost + (Variable Cost x Q_{wc}/1,000 gallons)

Total Fixed Cost: \$14,039.68
 Total Variable Cost: \$38,737.97

Subtotal = \$ 52,777.65

City of West Columbia Billing Worksheet

FY2014-15

Billing Period:

February 5, 2015 - March 4, 2015

Sec. 6 - 7-Day Excess Usage

Formula: $Q_{wc}7day - (7 \times 3,270,000 \text{ gallons} \times 1.1)$

Qwc7dayExcess - Week 1	-
Qwc7dayExcess - Week 2	-
Qwc7dayExcess - Week 3	-
Qwc7dayExcess - Week 4	4,687,641.94
Qwc7dayExcess - Week 5	-

Sec. 6 - 7-Day Usage Charge

Current WWTP Debt Service per Finance Dept.	\$72,399,127.48	(Only includes assets from FY'09 through FY'14)
Design Life (years)	45	(Weighted Average)
Interest Rate (%)	4.84%	(Weighted Average)
Debt Service Expense	\$329,221.76	per Month
WWTP Debt Service Expense/1,000 gal	0.30	

Formula: $7\text{-Day Usage Charge} = (\text{Fixed Cost} + \text{Debt Service Expense}) / 1000 \text{ gal} \times (Q_{wc}7dayExcess / 1,000 \text{ gallons})$

7-Day Usage Charge - Week 1	\$ -
7-Day Usage Charge - Week 2	\$ -
7-Day Usage Charge - Week 3	\$ -
7-Day Usage Charge - Week 4	\$ 2,472.76
7-Day Usage Charge - Week 5	\$ -

Subtotal = \$ 2,472.76

Sec. 7 - West Columbia Pump Station O&M

Total Annual WCPS Flow FY13-14	2,649.58	MG	Estimated Based on 4 Month Results
Total Annual Flow from City of West Columbia	1,062.62	MG	Estimated Based on 4 Month Results
Actual Percentage of Total Flow	40.11%		

	Total Expenses	Monthly Expenses	Cost/1000 Gal	Contract 43.96%
Fixed Cost	\$350.48	\$797.27	\$0.00361	\$350.48
Variable Cost	\$4,558.51	\$11,206.54	\$0.05075	

Formula: $\text{Total Pump Station O\&M} = \text{Fixed Cost} + (\text{Variable Cost} \times Q_{wc} / 1,000 \text{ gallons})$

Fixed Cost	\$350.48
Variable Cost/1000	\$0.05075
Total Variable Cost	\$4,558.51

Subtotal = \$ 4,909.00

Article III Sec. 2

Sec. 2 - Industrial Pretreatment Program (IPP) Charges

Total Number of Industries:	19
Total Number of Industries in West Columbia:	1

Formula: $\text{IPP Charges} = \text{Total Number of Industries in City of West Columbia} / \text{Total Number of Industries}$

	Expenses	Monthly Expenses	Pro Rata Share	IPP Charges
Estimated IPP Expenses	\$6,668.38	\$6,668.38	5.26%	\$350.97

Subtotal = \$ 350.97

Total O&M Costs = Sec. 4 Subtotal + Sec. 5 Subtotal + Sec. 6 Subtotal + Sec. 7 Subtotal

Total This Billing Period = \$ 61,407.61

City of West Columbia Billing Worksheet

FY2014-15

Billing Period:

March 5, 2015 to April 1, 2015

Definitions:

Billing Period = Invoice Time Frame

Q_{wc} = Total West Columbia Sewer Flow for the Billing Period (In Gallons)

Q_{wc7day} = 7 Day Total Flow (In Gallons)

Q_{wc7dayExcess} = Amount Over Maximum Use Equity in 7 Day Period (In Gallons)

Fixed Cost = CWC Pro Rata Share - O&M

Variable Cost = CWC Pro Rata Share - Chemical, Electricity, Gas, Supplies, etc.

WWTP Debt Service Expense/1000 gal = Debt Service for Wastewater Treatment Plant

Cells Populated from Another Tab

Cells to be Filled out each Billing Period

Cells to be Filled out Annually

Flow Input Values:

Number of Days in Billing Period

28 Days

Q_{wc} 85,645,234 gallons

Q_{wc7day} for Week 1 22,045,159 gallons

Q_{wc7day} for Week 2 21,177,073 gallons

Q_{wc7day} for Week 3 23,077,759 gallons

Q_{wc7day} for Week 4 19,345,243 gallons

Q_{wc7day} for Week 5 3,058,758.36 gallons

Average Daily Flow 3,058,758.36 GPD

3.06 MGD

Article II Sec. 4, 5, 6, and 7

Sec. 4 - Collection System O&M

Total Collection System Length: 5,683,257 LF

Wastewater Maintenance (WWM) Budget: 4,460,231.25 FY13-14 (Last Year's Actual Expenses)

West Columbia Transmission Lines (WCTL)	LF of Sewer Line	% of System	WWM O&M Cost per Month	West Columbia Share per Article 1 Sec. 6	City of West Columbia Pro Rata Share per Article II Sec. 4
C	13500	0.23754%	\$1,412.67	8.00%	\$ 113.01
D, Limited to section as defined in Article 1, Sec 8	7891	0.13885%	\$825.73	8.00%	\$ 66.06
K Div. I	850	0.01496%	\$88.95	43.96%	\$ 39.10
K Div. II Sec. A	7429	0.13072%	\$777.39	43.96%	\$ 341.74
K Div. II Sec. B	8703	0.15313%	\$910.70	37.04%	\$ 337.32

Subtotal = \$ 897.24

Sec. 5 - WWTP O&M

Total Annual WWTP Expenses

Applicable Annual WWTP Expenses

Ratio 74%

Total Annual WWTP Flow FY13-14

Total Annual Flow from West Columbia

Actual Percentage of Total Flow 7.96%

Estimated Based on 4 Month Results

	Total Expenses	Monthly Expenses	Cost/1000 Gal	Contract 5.45%
Fixed Cost		\$257,608.86	\$0.23157	\$14,039.68
Variable Cost		\$479,816.55	\$0.43131	

Total WWTP O&M = Fixed Cost + (Variable Cost x Q_{wc}/1,000 gallons)

Total Fixed Cost \$14,039.68

Total Variable Cost \$36,939.61

Subtotal = \$ 50,979.30

City of West Columbia Billing Worksheet

FY2014-15

Billing Period:

March 5, 2015 to April 1, 2015

Sec. 6 - 7-Day Excess Usage

Formula: $Q_{wc7day} - (7 \times 3,270,000 \text{ gallons} \times 1.1)$

Qwc7dayExcess - Week 1	-
Qwc7dayExcess - Week 2	-
Qwc7dayExcess - Week 3	-
Qwc7dayExcess - Week 4	-
Qwc7dayExcess - Week 5	-

Sec. 6 - 7-Day Usage Charge

Current WWTP Debt Service per Finance Dept.	\$72,339,127.48	(Only includes assets from FY'09 through FY'14)
Design Life (years)	45	(Weighted Average)
Interest Rate (%)	4.84%	(Weighted Average)
Debt Service Expense	\$329,221.76	per Month
WWTP Debt Service Expense/1,000 gal	0.30	

Formula: **7-Day Usage Charge =** (Fixed Cost + Debt Service Expense)/1000 gal x (Q_{wc7dayExcess}/1,000 gallons)

7-Day Usage Charge - Week 1	\$ -
7-Day Usage Charge - Week 2	\$ -
7-Day Usage Charge - Week 3	\$ -
7-Day Usage Charge - Week 4	\$ -
7-Day Usage Charge - Week 5	\$ -

Subtotal = \$ -

Sec. 7 - West Columbia Pump Station O&M

Total Annual WCPS Flow FY13-14	2,649.58	MG	Estimated Based on 4 Month Results
Total Annual Flow from City of West Columbia	1,062.62	MG	Estimated Based on 4 Month Results
Actual Percentage of Total Flow	40.11%		

	Total Expenses	Monthly Expenses	Cost/1000 Gal	Contract 43.96%
Fixed Cost	\$350.48	\$797.27	\$0.00361	\$350.48
Variable Cost	\$11,206.54	\$11,206.54	\$0.05075	

Formula: **Total Pump Station O&M =** Fixed Cost + (Variable Cost x Q_{wc}/1,000 gallons)

Fixed Cost	\$350.48
Variable Cost/1000	\$0.05075
Total Variable Cost	\$4,346.89

Subtotal = \$ 4,697.37

Article III Sec. 2

Sec. 2 - Industrial Pre-treatment Program (IPP) Charges

Total Number of Industries:	18
Total Number of Industries in West Columbia:	1

Formula: **IPP Charges =** Total Number of Industries in City of West Columbia / Total Number of Industries

	Expenses	Monthly Expenses	Pro Rata Share	IPP Charges
Estimated IPP Expenses	\$6,668.38	\$6,668.38	5.26%	\$350.97

Subtotal = \$ 350.97

Total O&M Costs = Sec. 4 Subtotal + Sec. 5 Subtotal + Sec. 6 Subtotal + Sec. 7 Subtotal

Total This Billing Period = \$ 56,924.88

Object	Description	Actual Expenses FY13-14
610100	Regular Salaries	2,630,415.55
610200	Overtime Salaries	146,752.65
610700	Part-Time Pay (Outside)	35,262.91
611000	Sick Pay Bonus	2,965.03
615100	City PD - SC Retire/Life Ins	293,884.20
615300	City PD - Guardian AD&D	898.57
615400	City PD - F.I.C.A.	203,388.34
615500	City PD - Hosp. Insurance	818,390.59
615600	City PD - Work/Comp Insurance	232,163.82
615700	City PD - Unemployment Insur.	13,364.39
615800	City Paid Dental Insurance	20,199.96
619700	Yr End Vac/Holiday/Sick Adjust	(10,448.11)
621000	Printing And Office Supplies	6,093.11
621010	Small Office Furniture	442.78
621100	Periodicals, Books, Other Publ	1,816.35
621800	Gasoline And Petroleum Product	361,471.03
623100	Small Hand Tools / Other Equip	34,788.67
623200	Hardware And Building Material	19,745.15
623300	Painting Supplies	-
623400	Cement, Rock & Masonry Mater.	6.94
623500	Paving And Asphalt Supplies	248,346.77
623600	Electrical And Lighting Supply	-
623700	Radio And Electronic Supplies	-
624100	Uniforms And Clothing	29,540.35
624400	Cleaning And Sanitation Supply	430.84
624800	Chemicals	3,180.60
624900	Drugs And Medical Supplies	-
625000	Laboratory Supplies	-
625400	Signs	8,591.40
625500	Iron Casting & Structure Steel	-
625700	Pipe, Fittings, Hydrants, Etc	280,187.30
625900	Safety Clothing And Supplies	22,044.12
627100	Special Departmental Supplies	49,851.61
627200	Xerox Copy And Supplies	15,264.77
627300	Lawn And Grounds Supplies	77,144.60
627500	Computer Equipment / Hardware	702.64
627800	Radio Equipment	-
629500	Inventory Adjustment	(83,643.66)
629900	Miscellaneous Other Supplies	1,057.12

Object	Description	Actual Expenses FY13-14
631100	Postage And Delivery	19.04
631200	Employee Training & Prof Dev.	31,878.82
631300	Travel - Meals & Incidentals	3,039.50
631310	Travel - Lodging	6,034.80
631320	Travel - Transportation	1,268.77
631400	Membership And Dues	395.00
631700	Vehicle Repair/Service Supply	512,901.52
631800	Equipmt Repair/Service Supply	31,068.55
631900	Solid Waste Tipping Fee	128,603.69
632100	Telephone & Voice Mail	-
632110	Cell Phones	16,240.83
632150	Internet	-
632160	Voice Mail	-
632500	Support Services - General Fun	4,762.58
636100	Advertising	2,255.36
636400	Equipment Lease/Rental	-
636500	Other Lease / Rental	1,279.80
636600	Professional Services	294,080.19
636800	Awards And Trophies	101.52
636900	Medical Services	-
638100	Building Maintenance & Repair	-
638200	Maintenance & Service Contract	97,185.04
638300	Special Contracts	-
638305	Spc Contracts - W/S, SW	435,711.56
639200	Radio Service / Central Stores	8,196.00
644950	GASB 45 Health	97,200.89
657200	Office Equipment Non-capital	
657400	Other Equipment Non-capital	
657500	Auto, Truck Non-capital	
658000	Capital Outlay/Contingency	(658,628.56)
658300	Machinery & Equipment -Capital	98,871.58
658400	Other Equipment - Capital	
658500	Auto,Trucks,Hvy Equip-Capital	559,756.98
658650	Capital Project Costs	-
Division Total:		7,136,523.85

Object	Description	Actual Expenses FY13-14	FROM PUMP	FROM	Remaining Expenses	Contract Category
			STATION TAB	COMPLIANCE- IPP TAB		
610100	Regular Salaries	\$2,475,410.71	\$301,063.46	\$234,160.47	\$1,940,186.77	Fixed
610200	Overtime Salaries	\$181,506.99	\$22,075.17	\$17,169.58	\$142,262.24	Fixed
610700	Part-Time Pay (Outside)	\$51,900.16	\$0.00	\$0.00	\$51,900.16	Fixed
611000	Sick Pay Bonus	\$2,259.36	\$500.00	\$0.00	\$1,759.36	Fixed
615100	City PD - SC Retire/Life Ins	\$279,714.70	\$34,019.36	\$26,459.50	\$219,235.85	Fixed
615300	City PD - Guardian AD&D	\$824.43	\$100.27	\$77.99	\$646.17	Fixed
615400	City PD - F.I.C.A.	\$196,762.99	\$23,930.63	\$18,612.72	\$154,219.64	Fixed
615500	City PD - Hosp. Insurance	\$601,138.65	\$73,111.46	\$56,864.47	\$471,162.73	Fixed
615600	City PD - Work/Comp Insurance	\$92,064.28	\$11,197.01	\$8,708.78	\$72,158.49	Fixed
615700	City PD - Unemployment Insur.	\$9,339.17	\$1,135.85	\$883.44	\$7,319.89	Fixed
615800	City Paid Dental Insurance	\$14,799.96	\$1,800.00	\$1,400.00	\$11,599.97	Fixed
619700	Yr End Vac/Holiday/Sick Adjust	(\$54,030.68)	\$0.00	\$0.00	-\$54,030.68	Fixed
621000	Printing And Office Supplies	\$10,837.98	\$0.00	\$5,133.78	\$5,704.20	Variable
621010	Small Office Furniture	\$2,598.24	\$742.35	\$371.18	\$1,484.71	Variable
621100	Periodicals, Books, Other Publ	\$9,124.07	\$1,232.98	\$1,643.98	\$6,247.11	Variable
621800	Gasoline And Petroleum Product	\$78,592.05	\$26,773.12	\$12,091.08	\$39,727.85	Variable
623100	Small Hand Tools / Other Equip	\$303,965.53	\$47,868.59	\$2,393.43	\$253,703.51	Variable
623200	Hardware And Building Material	\$3,933.68	\$925.57	\$0.00	\$3,008.11	Variable
623300	Painting Supplies	\$0.00	\$0.00	\$0.00	\$0.00	Variable
623400	Cement, Rock & Masonry Material	\$0.00	\$0.00	\$0.00	\$0.00	Variable
623500	Paving And Asphalt Supplies	\$885.96	\$413.45	\$0.00	\$472.51	Variable
623600	Electrical And Lighting Supply	\$60,256.93	\$16,068.51	\$0.00	\$44,188.42	Variable
623700	Radio And Electronic Supplies	\$9,020.92	\$3,608.37	\$0.00	\$5,412.55	Variable
624100	Uniforms And Clothing	\$36,832.61	\$4,301.62	\$3,360.64	\$29,170.35	Variable
624200	Food And Provisions	\$750.52	\$0.00	\$0.00	\$750.52	Variable
624400	Cleaning And Sanitation Supply	\$15,446.09	\$0.00	\$0.00	\$15,446.09	Variable
624800	Chemicals	\$1,341,624.69	\$10,233.60	\$1,023.36	\$1,330,367.73	Variable
624900	Drugs And Medical Supplies	\$121.00	\$22.00	\$11.00	\$88.00	Variable
625000	Laboratory Supplies	\$93,613.35	\$0.00	\$15,388.50	\$78,224.85	Variable
625400	Signs	\$837.00	\$380.45	\$329.73	\$126.82	Variable
625500	Iron Casting & Structure Steel	\$0.00	\$0.00	\$0.00	\$0.00	Variable
625600	Meters, Parts, And Supplies	\$2,376.09	\$528.02	\$792.03	\$1,056.04	Variable
625700	Pipe, Fittings, Hydrants, Etc	\$18,911.99	\$6,051.84	\$0.00	\$12,860.15	Variable
625900	Safety Clothing And Supplies	\$13,715.41	\$1,690.16	\$951.64	\$11,073.61	Variable
627100	Special Departmental Supplies	\$84,454.93	\$9,142.03	\$0.00	\$75,312.90	Variable
627200	Xerox Copy And Supplies	\$14,458.39	\$0.00	\$0.00	\$14,458.39	Variable
627300	Lawn And Grounds Supplies	\$867.90	\$743.91	\$0.00	\$123.99	Variable
627500	Computer Equipment / Hardware	\$14,503.35	\$3,625.84	\$3,625.84	\$7,251.68	Variable
627510	Computer License	\$6,792.12	\$2,037.64	\$0.00	\$4,754.48	Variable
627800	Radio Equipment	\$0.00	\$0.00	\$0.00	\$0.00	Variable
629500	Inventory Adjustment	\$16,184.95	\$0.00	\$0.00	\$16,184.95	Variable
629900	Miscellaneous Other Supplies	\$888.78	\$133.32	\$177.76	\$577.71	Variable

Object	Description	Actual Expenses FY13-14	FROM PUMP	FROM	Remaining Expenses	Contract Category
			STATION TAB	COMPLIANCE- IPP TAB		
			Reduction for Pump Stations	Reduction for Compliance		
631100	Postage And Delivery	\$942.57	\$0.00	\$785.48	\$157.10	Variable
631200	Employee Training & Prof Dev.	\$18,689.19	\$2,920.19	\$2,044.13	\$13,724.87	Variable
631300	Travel - Meals & Incidentals	\$1,877.00	\$291.46	\$757.80	\$827.75	Variable
631310	Travel - Lodging	\$7,886.30	\$1,952.05	\$2,381.51	\$3,552.74	Variable
631320	Travel - Transportation	\$558.80	\$0.00	\$0.00	\$558.80	Variable
631400	Membership And Dues	\$24,695.43	\$3,292.72	\$3,292.72	\$18,109.98	Variable
631600	Transportation Allowance	\$0.00	\$0.00	\$0.00	\$0.00	Variable
631700	Vehicle Repair/Service Supply	\$95,792.84	\$35,922.32	\$8,381.87	\$51,488.65	Variable
631800	Equipmt Repair/Service Supply	\$218,871.65	\$61,252.85	\$1,560.58	\$156,058.22	Variable
632000	Electricity And Gas	\$2,523,419.55	\$1,261,709.78	\$0.00	\$1,261,709.78	Variable
632100	Telephone & Voice Mail	\$83.69	\$0.00	\$0.00	\$83.69	Variable
632110	Cell Phones	\$11,033.24	\$2,226.71	\$2,623.91	\$6,182.63	Variable
632120	Wiring Charges	\$3,841.53	\$0.00	\$0.00	\$3,841.53	Variable
632300	Heating Fuel	\$0.00	\$0.00	\$0.00	\$0.00	Variable
632400	Solid Waste Assessment	\$0.00	\$0.00	\$0.00	\$0.00	Variable
636100	Advertising	\$28,442.99	\$0.00	\$27,652.91	\$790.08	Variable
636400	Equipent Lease / Rental	\$6,736.40	\$1,886.19	\$0.00	\$4,850.21	Variable
636400	Other Lease/ Rental	\$0.00	\$0.00	\$0.00	\$0.00	Variable
636600	Professional Services	\$264,810.85	\$16,024.86	\$0.00	\$248,785.99	Variable
636900	Medical Services	\$81.55	\$0.00	\$0.00	\$81.55	Variable
638100	Building Maintenance & Repair	\$17,968.35	\$3,992.97	\$0.00	\$13,975.38	Variable
638200	Maintenance & Service Contract	\$126,692.51	\$41,402.78	\$2,484.17	\$82,805.56	Variable
638300	Special Contracts	\$1,257,936.63	\$0.00	\$28,682.59	\$1,229,254.04	Variable
638305	Spc Contracts - W/S, SW	\$642,868.40	\$78,397.17	\$669.55	\$563,801.68	Variable
638500	Special Projects	\$629,587.90	\$118,047.73	\$0.00	\$511,540.17	Variable
639200	Radio Service / Central Stores	\$0.00	\$0.00	\$0.00	\$0.00	Variable
639900	Miscellaneous Other Services	\$11,721.24	\$1,953.54	\$651.18	\$9,116.52	Variable
644950	GASB 45 Health	\$92,992.12	\$11,309.85	\$8,796.55	\$72,885.72	Fixed
658000	Capital Outlay/Contingency	(\$417,402.10)	\$0.00	\$0.00	-\$417,402.10	Variable
658300	Machinery & Equipment -Capital	\$13,250.00	\$0.00	\$0.00	\$13,250.00	Variable
658500	Auto,Trucks,Hvy Equip-Capital	\$404,152.10	\$381,275.57	\$0.00	\$22,876.53	Variable
672700	Repair Parts	\$0.00	\$0.00	\$0.00	\$0.00	Variable
Division Total		\$11,980,815.98	\$2,629,315.30	\$502,395.81	\$8,849,104.87	
		This Cell is Copied To Invoice		This Cell is Copied To Invoice		
				Total Ratio:	74%	

Division: 6208 - Utilities Metro WWTP
 Art II Sec 7 West Columbia Pump Station O&M
 Total Number of Pump Stations: 55

Object	Description	Estimated Cost Of Pump Stations	Estimated Cost Of W. Cola	W. Cola Budget	Contract Category		Labor Ratio
610100	Regular Salaries	\$301,063.46	\$6,010.33	2.0%	Fixed	*74 Budgeted postions	2%
610200	Overtime Salaries	\$22,075.17	\$440.70	2.0%	Fixed		
610700	Part-Time Pay (Outside)	\$0.00	\$0.00	0.0%	Fixed		
611000	Sick Pay Bonus	\$500.00	\$9.98	2.0%	Fixed		
615100	City PD - SC Retire/Life Ins	\$34,019.36	\$679.15	2.0%	Fixed		
615300	City PD - Guardian AD&D	\$100.27	\$2.00	2.0%	Fixed		
615400	City PD - F.I.C.A.	\$23,930.63	\$477.74	2.0%	Fixed		
615500	City PD - Hosp. Insurance	\$73,111.46	\$1,459.57	2.0%	Fixed		
615600	City PD - Work/Comp Insurance	\$11,197.01	\$223.53	2.0%	Fixed		
615700	City PD - Unemployment Insur.	\$1,135.85	\$22.68	2.0%	Fixed		
615800	City Paid Dental Insurance	\$1,800.00	\$35.93	2.0%	Fixed		
619700	Yr End Vac/Holiday/Sick Adjust	\$0.00	\$0.00		Fixed		
621000	Printing And Office Supplies	\$0.00	\$0.00	0.0%	Variable		
621010	Small Office Furniture	\$742.35	\$13.50	2.0%	Variable		
621100	Periodicals, Books, Other Publ	\$1,232.98	\$22.42	2.0%	Variable		
621800	Gasoline And Petroleum Product	\$26,773.12	\$486.78	2.0%	Variable		
623100	Small Hand Tools / Other Equip	\$47,868.59	\$870.34	2.0%	Variable		
623200	Hardware And Building Material	\$925.57	\$16.83	2.0%	Variable		
623300	Painting Supplies	\$0.00	\$0.00		Variable		
623400	Cement, Rock & Masonry Material	\$0.00	\$0.00		Variable		
623500	Paving And Asphalt Supplies	\$413.45	\$7.52	2.0%	Variable		
623600	Electrical And Lighting Supply	\$16,068.51	\$292.15	2.0%	Variable		
623700	Radio And Electronic Supplies	\$3,608.37	\$65.61	2.0%	Variable		
624100	Uniforms And Clothing	\$4,301.62	\$78.21	2.0%	Variable		
624200	Food And Provisions	\$0.00	\$0.00	0.0%	Variable		
624400	Cleaning And Sanitation Supply	\$0.00	\$0.00	0.0%	Variable		
624800	Chemicals	\$10,233.60	\$186.07	2.0%	Variable		
624900	Drugs And Medical Supplies	\$22.00	\$0.40	2.0%	Variable		
625000	Laboratory Supplies	\$0.00	\$0.00	0.0%	Variable		
625400	Signs	\$380.45	\$6.92	2.0%	Variable		
625500	Iron Casting & Structure Steel	\$0.00	\$0.00		Variable		
625600	Meters, Parts, And Supplies	\$528.02	\$9.60	2.0%	Variable		
625700	Pipe, Fittings, Hydrants, Etc	\$6,051.84	\$110.03	2.0%	Variable		
625900	Safety Clothing And Supplies	\$1,690.16	\$30.73	2.0%	Variable		
627100	Special Departmental Supplies	\$9,142.03	\$166.22	2.0%	Variable		
627200	Xerox Copy And Supplies	\$0.00	\$0.00	0.0%	Variable		
627300	Lawn And Grounds Supplies	\$743.91	\$13.53	2.0%	Variable		
627500	Computer Equipment / Hardware	\$3,625.84	\$65.92	2.0%	Variable		
627510	Computer License	\$2,037.64	\$37.05	2.0%	Variable		
627800	Radio Equipment	\$0.00	\$0.00	0.0%	Variable		
629500	Inventory Adjustment	\$0.00	\$0.00		Variable		
629900	Miscellaneous Other Supplies	\$133.32	\$2.42	2.0%	Variable		

Division: 6208 - Utilities Metro WWTP
 Art II Sec 7 West Columbia Pump Station O&M
 Total Number of Pump Stations: 55

Exhibit 2

Object	Description	Estimated Cost Of Pump Stations	Estimated Cost Of W. Cola	W. Cola Budget	Contract Category	Labor Ratio
631100	Postage And Delivery	\$0.00	\$0.00	0.0%	Variable	
631200	Employee Training & Prof Dev.	\$2,920.19	\$53.09	2.0%	Variable	
631300	Travel - Meals & Incidentals	\$291.46	\$5.30	2.0%	Variable	
631310	Travel - Lodging	\$1,952.05	\$35.49	2.0%	Variable	
631320	Travel - Transportation	\$0.00	\$0.00	0.0%	Variable	
631400	Membership And Dues	\$3,292.72	\$59.87	2.0%	Variable	
631600	Transportation Allowance	\$0.00	\$0.00		Variable	
631700	Vehicle Repair/Service Supply	\$35,922.32	\$653.13	2.0%	Variable	
631800	Equipmt Repair/Service Supply	\$61,252.85	\$1,113.69	2.0%	Variable	
632000	Electricity And Gas	\$1,261,709.78	\$116,941.63	2.0%	Variable	
632100	Telephone & Voice Mail	\$0.00	\$0.00	0.0%	Variable	
632110	Cell Phones	\$2,226.71	\$40.49	2.0%	Variable	
632120	Wiring Charges	\$0.00	\$0.00	0.0%	Variable	
632300	Heating Fuel	\$0.00	\$0.00		Variable	
632400	Solid Waste Assessment	\$0.00	\$0.00		Variable	
636100	Advertising	\$0.00	\$0.00	0.0%	Variable	
636400	Equipent Lease / Rental	\$1,886.19	\$34.29	2.0%	Variable	
636400	Other Lease/ Rental	\$0.00	\$0.00		Variable	
636600	Professional Services	\$16,024.86	\$291.36	2.0%	Variable	
636900	Medical Services	\$0.00	\$0.00	2.0%	Variable	
638100	Building Maintenance & Repair	\$3,992.97	\$72.60	2.0%	Variable	
638200	Maintenance & Service Contract	\$41,402.78	\$752.78	2.0%	Variable	
638300	Special Contracts	\$0.00	\$0.00	2.0%	Variable	
638305	Spc Contracts - W/S, SW*	\$78,397.17	\$2,828.33	100.0%	Variable	
638500	Special Projects	\$118,047.73	\$2,146.32	2.0%	Variable	
639200	Radio Service / Central Stores	\$0.00	\$0.00	2.0%	Variable	
639900	Miscellaneous Other Services	\$1,953.54	\$35.52	2.0%	Variable	
644950	GASB 45 Health	\$11,309.85	\$205.63	2.0%	Fixed	*74 Budgeted postions
658000	Capital Outlay/Contingency	\$0.00	\$0.00		Variable	
658300	Machinery & Equipment -Capital	\$0.00	\$0.00	2.0%	Variable	
658500	Auto,Trucks,Hvy Equip-Capital	\$381,275.57	\$6,932.28	2.0%	Variable	
672700	Repair Parts	\$0.00	\$0.00		Variable	
Division Total		\$2,629,315.30	\$144,045.69		\$9,567.27 Fixed \$134,478.42 Variable	This Cell is Copied To I This Cell is Copied To I

* Note: Items associated with pump stations and collection system for SS7215, SS7235, and SS7238 were added to the Pump Station column

Object	Description	Estimated Cost of Compliance	Estimated Cost of IPP	Compliance Budget	Labor Ratio
610100	Regular Salaries	\$234,160.47	\$70,699.10	9.5%	*74 Budgeted postions 30%
610200	Overtime Salaries	\$17,169.58	\$5,183.94	9.5%	
610700	Part-Time Pay (Outside)	\$0.00	\$0.00	0.0%	
611000	Sick Pay Bonus	\$0.00	\$0.00	0.0%	
615100	City PD - SC Retire/Life Ins	\$26,459.50	\$7,988.81	9.5%	
615300	City PD - Guardian AD&D	\$77.99	\$23.55	9.5%	
615400	City PD - F.I.C.A.	\$18,612.72	\$5,619.66	9.5%	
615500	City PD - Hosp. Insurance	\$56,864.47	\$17,168.85	9.5%	
615600	City PD - Work/Comp Insurance	\$8,708.78	\$2,629.41	9.5%	
615700	City PD - Unemployment Insur.	\$883.44	\$266.73	9.5%	
615800	City Pald Dental Insurance	\$1,400.00	\$422.70	9.5%	
619700	Yr End Vac/Holiday/Sick Adjust	\$0.00	\$0.00	0.0%	
621000	Printing And Office Supplies	\$5,133.78	\$1,550.02	47.4%	
621010	Small Office Furniture	\$371.18	\$112.07	14.3%	
621100	Periodicals, Books, Other Publ	\$1,643.98	\$496.36	18.0%	
621800	Gasoline And Petroleum Product	\$12,091.08	\$2,669.61	15.4%	*Actual minus billed mileage
623100	Small Hand Tools / Other Equip	\$2,393.43	\$722.64	0.8%	
623200	Hardware And Building Material	\$0.00	\$0.00	0.0%	
623300	Painting Supplies	\$0.00	\$0.00	0.0%	
623400	Cement, Rock & Masonry Material	\$0.00	\$0.00	0.0%	
623500	Paving And Asphalt Supplies	\$0.00	\$0.00	0.0%	
623600	Electrical And Lighting Supply	\$0.00	\$0.00	0.0%	
623700	Radio And Electronic Supplies	\$0.00	\$0.00	0.0%	
624100	Uniforms And Clothing	\$3,360.64	\$1,014.66	9.1%	
624200	Food And Provisions	\$0.00	\$0.00	0.0%	
624400	Cleaning And Sanitation Supply	\$0.00	\$0.00	0.0%	
624800	Chemicals	\$1,023.36	\$0.00	0.1%	
624900	Drugs And Medical Supplies	\$11.00	\$3.32	9.1%	
625000	Laboratory Supplies	\$15,388.50	\$4,646.18	16.4%	
625400	Signs	\$329.73	\$0.00	39.4%	No signs for IPP
625500	Iron Casting & Structure Steel	\$0.00	\$0.00	0.0%	
625600	Meters, Parts, And Supplies	\$792.03	\$0.00	33.3%	*Reimbursed by IPP
625700	Pipe, Fittings, Hydrants, Etc	\$0.00	\$0.00	0.0%	
625900	Safety Clothing And Supplies	\$951.64	\$287.32	6.9%	
627100	Special Departmental Supplies	\$0.00	\$0.00	0.0%	
627200	Xerox Copy And Supplies	\$0.00	\$0.00	0.0%	
627300	Lawn And Grounds Supplies	\$0.00	\$0.00	0.0%	
627500	Computer Equipment / Hardware	\$3,625.84	\$1,094.73	25.0%	
627510	Computer License	\$0.00	\$0.00	0.0%	
627800	Radio Equipment	\$0.00	\$0.00	0.0%	
629500	Inventory Adjustment	\$0.00	\$0.00	0.0%	
629900	Miscellaneous Other Supplies	\$177.76	\$53.67	20.0%	

Object	Description	Estimated Cost of Compliance	Estimated Cost of IPP	Compliance Budget	Labor Ratio
631100	Postage And Delivery	\$785.48	\$237.16	83.3%	
631200	Employee Training & Prof Dev.	\$2,044.13	\$617.18	10.9%	
631300	Travel - Meals & Incidentals	\$757.80	\$228.80	40.4%	
631310	Travel - Lodging	\$2,381.51	\$719.04	30.2%	
631320	Travel - Transportation	\$0.00	\$0.00	0.0%	
631400	Membership And Dues	\$3,292.72	\$994.16	13.3%	
631600	Transportation Allowance	\$0.00	\$0.00	0.0%	
631700	Vehicle Repair/Service Supply	\$8,381.87	\$2,530.70	8.8%	
631800	Equipmt Repair/Service Supply	\$1,560.58	\$471.18	0.7%	
632000	Electricity And Gas	\$0.00	\$0.00	0.0%	
632100	Telephone & Voice Mail	\$0.00	\$0.00	0.0%	
632110	Cell Phones	\$2,623.91	\$792.22	23.8%	
632120	Wiring Charges	\$0.00	\$0.00	0.0%	
632300	Heating Fuel	\$0.00	\$0.00	0.0%	
632400	Solid Waste Assessment	\$0.00	\$0.00	0.0%	
636100	Advertising	\$27,652.91	\$812.50	97.2%	*\$1000-\$187.50 billed via IPP
636400	Equipent Lease / Rental	\$0.00	\$0.00	0.0%	
636400	Other Lease/ Rental	\$0.00	\$0.00	0.0%	
636600	Professional Services	\$0.00	\$0.00	0.0%	
636900	Medical Services	\$0.00	\$0.00	0.0%	
638100	Building Maintenance & Repair	\$0.00	\$0.00	0.0%	
638200	Maintenance & Service Contract	\$2,484.17	\$0.00	2.0%	*Reimbursed by IPP
638300	Special Contracts	\$28,682.59	\$0.00	2.3%	*Reimbursed by IPP
638305	Spc Contracts - W/S, SW	\$669.55	\$202.15	100.0%	
638500	Special Projects	\$0.00	\$0.00	0.0%	
639200	Radio Service / Central Stores	\$0.00	\$0.00	0.0%	
639900	Miscellaneous Other Services	\$651.18	\$196.61	5.6%	
644950	GASB 45 Health	\$8,796.55	\$2,655.91	9.5%	*74 Budgeted postions
658000	Capital Outlay/Contingency	\$0.00	\$0.00	0.0%	
658300	Machinery & Equipment -Capital	\$0.00	\$0.00	0.0%	
658500	Auto,Trucks,Hvy Equip-Capital	\$0.00	\$0.00	0.0%	
672700	Repair Parts	\$0.00	\$0.00	0.0%	
447230	IPP Permit Fees	\$0.00	(\$2,400.00)	0.0%	
447240	IPP Program Fees	\$0.00	(\$50,690.40)	0.0%	
447250	IPP Fines and Penalties	\$0.00	\$0.00	0.0%	
Division Total		\$502,395.81	\$80,020.54	This Cell is Copied To Invoice	

Month: **September** **October** **November** **December**
 Year: **2014** **2014** **2014** **2014**

SUMMARY

PFM 05
 Saluda River PS
 West Columbia PS
 City of West Columbia Flow Volume (Calculated)

Monthly Volume (MG)	Monthly Volume (MG)	Monthly Volume (MG)	Monthly Volume (MG)
32.27	35.82	31.39	30.64
89.18	88.53	104.69	116.47
211.73	211.63	225.78	234.05
90.28	87.28	89.70	86.95
43%	41%	40%	37%
90,277	87,279	89,701	86,949
211,730	211,630	225,781	234,052

883.19 Fourth Quarter
 354.21 Fourth Quarter
This Cell is Copied To Invoice
 354,206 1,062,618.90
 883,193 2,649,579.25

Total WWTP Effluent Flows for FY14 (2013-14)

Month	Ave Daily Flow (MG)
January	49.99
February	41.19
March	30.82
April	31.02
May	31.61
June	33.08
July	41.03
August	37.64
September	42.12
October	37.09
November	33.47
December	29.83
Monthly Average	36.57

This Cell is Copied To Invoice

Billing Period

Start DateTime	End DateTime	Billing Period	Bill #
1/1/2015	1/7/2015	1	
1/8/2015	1/14/2015	1	
1/15/2015	1/21/2015	1	
1/22/2015	1/28/2015	1	
1/29/2015	2/4/2015	1	1
2/5/2015	2/11/2015	2	
2/12/2015	2/18/2015	2	
2/19/2015	2/25/2015	2	
2/26/2015	3/4/2015	2	2
3/5/2015	3/11/2015	3	
3/12/2015	3/18/2015	3	
3/19/2015	3/25/2015	3	
3/26/2015	4/1/2015	3	3
4/2/2015	4/8/2015	4	
4/9/2015	4/15/2015	4	
4/16/2015	4/22/2015	4	
4/23/2015	4/29/2015	4	4
4/30/2015	5/6/2015	5	
5/7/2015	5/13/2015	5	
5/14/2015	5/20/2015	5	
5/21/2015	5/27/2015	5	
5/28/2015	6/3/2015	5	5
6/4/2015	6/10/2015	6	
6/11/2015	6/17/2015	6	
6/18/2015	6/24/2015	6	
6/25/2015	7/1/2015	6	6
7/2/2015	7/8/2015	7	
7/9/2015	7/15/2015	7	
7/16/2015	7/22/2015	7	
7/23/2015	7/29/2015	7	
7/30/2015	8/5/2015	7	7
8/6/2015	8/12/2015	8	
8/13/2015	8/19/2015	8	
8/20/2015	8/26/2015	8	
8/27/2015	9/2/2015	8	8
9/3/2015	9/9/2015	9	
9/10/2015	9/16/2015	9	
9/17/2015	9/23/2015	9	
9/24/2015	9/30/2015	9	9
10/1/2015	10/7/2015	10	
10/8/2015	10/14/2015	10	
10/15/2015	10/21/2015	10	
10/22/2015	10/28/2015	10	
10/29/2015	11/4/2015	10	10

11/5/2015	11/11/2015	11	
11/12/2015	11/18/2015	11	
11/19/2015	11/25/2015	11	
11/26/2015	12/2/2015	11	11
12/3/2015	12/9/2015	12	
12/10/2015	12/16/2015	12	
12/17/2015	12/23/2015	12	
12/24/2015	12/30/2015	12	12

FY 13-14

IPP	Permitted Flow (GPD)	% of Total Flow	Flow Ratio
Aramark –	28,880	1.58%	0.015830035
Northeast landfill –	40,000	2.19%	0.021925257
Schneider Electric –	15,000	0.82%	0.008221971
Consolidated Systems –	15,000	0.82%	0.008221971
Waste Management –	80,000	4.39%	0.043850514
Coveright Surfaces –	12,000	0.66%	0.006577577
Norfolk Southern –	10,000	0.55%	0.005481314
FN –	25,000	1.37%	0.013703285
Colonial Life Arena –	50,000	2.74%	0.027406571
Lindau Chemical (process) –	60,000	3.29%	0.032887885
Lindau Chemical (groundwater) –	50,000	2.74%	0.027406571
Intertape Polymer Group –	50,000	2.74%	0.027406571
The Rite Dose –	25,000	1.37%	0.013703285
Technetics –	6,000	0.33%	0.003288789
Trane –	275,000	15.07%	0.15073614
Tyson –	250,000	13.70%	0.137032855
Pepsi –	400,000	21.93%	0.219252568
House of Raeford – (West Columbia)	425,000	23.30%	0.232955853
Interstate Container –	7,500	0.41%	0.004110986
Total	1,824,380		

Exhibit 2

PC	PC Desc	Life Class In Years	Life In Months	Remaining In Months	FAID	MWWT	Description	Inservice	PurchaseAmt	AccumulatedDepr	Book Value at 6/30/2014	LastDeprDate	Annual Depreciation	Tag No	Location	
MC	Blldg	50	600	600	55672201		MWWT		53,996,418.93		53,996,418.93		1,079,928.38			
<p>HM\129-C:</p>																
Total									168,495,794.89	58,435,761.50	130,030,013.39	5,206,314.00	5,299,831.75			
From 07012008 thru 06302014									72,339,127.48	2,123,422.18	70,215,705.30		2,307,679.34			

Date	Product	Estimated	Calgen	PS/Case	Volume	Revenue	Cost	Profit	Margin	ROI
8/1/2009	2/1/2009									
8/1/2010	2/1/2010									
8/1/2011	2/1/2011									
8/1/2012	2/1/2012									
8/1/2013	2/1/2013	1,855,000			969,445	969,445	969,445			
8/1/2014	2/1/2014	2,900,000	2.00%		2,273,558	2,273,558	2,273,558			
8/1/2015	2/1/2015	2,540,000	3.00%		2,236,438	2,236,438	2,236,438			
8/1/2016	2/1/2016	2,100,000	3.00%		2,171,098	2,171,098	2,171,098			
8/1/2017	2/1/2017	2,100,000	3.00%		2,171,098	2,171,098	2,171,098			
8/1/2018	2/1/2018	2,370,000	3.00%		2,190,700	2,190,700	2,190,700			
8/1/2019	2/1/2019	1,910,000	4.00%		2,066,200	2,066,200	2,066,200			
8/1/2020	2/1/2020	2,000,000	4.00%		2,066,200	2,066,200	2,066,200			
8/1/2021	2/1/2021	1,985,000	4.00%		2,020,000	2,020,000	2,020,000			
8/1/2022	2/1/2022	2,040,000	**		1,992,100	1,992,100	1,992,100			
8/1/2023	2/1/2023	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2024	2/1/2024	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2025	2/1/2025	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2026	2/1/2026	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2027	2/1/2027	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2028	2/1/2028	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2029	2/1/2029	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2030	2/1/2030	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2031	2/1/2031	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2032	2/1/2032	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2033	2/1/2033	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2034	2/1/2034	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2035	2/1/2035	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2036	2/1/2036	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2037	2/1/2037	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2038	2/1/2038	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2039	2/1/2039	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2040	2/1/2040	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2041	2/1/2041	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2042	2/1/2042	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2043	2/1/2043	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2044	2/1/2044	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2045	2/1/2045	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2046	2/1/2046	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2047	2/1/2047	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2048	2/1/2048	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2049	2/1/2049	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2050	2/1/2050	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2051	2/1/2051	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2052	2/1/2052	2,121,000	**		1,982,800	1,982,800	1,982,800			
8/1/2053	2/1/2053	2,121,000	**		1,982,800	1,982,800	1,982,800			

2.0400 102,295,000

0.0500 10,100,000

Davis, William H

From: Zimmerman, Madeline
Sent: Friday, March 20, 2015 4:41 PM
To: Davis, William H
Subject: RE: FY13/14 Payments for 638305

Follow Up Flag: Follow up
Flag Status: Flagged

See below

From: Davis, William H
Sent: Friday, March 20, 2015 3:46 PM
To: Zimmerman, Madeline
Subject: RE: FY13/14 Payments for 638305

- SS7215(14) – Hazen & Sawyer (P141508) – Need to pull all work orders for review → ~~21,798.00~~
- SS7235(14) – URS (P139254) – Need to pull all work orders for review → ~~32,192.62~~
- SS7238 – MR Systems (P138763) – Need to pull all work orders for review → ~~21,587.22~~
- SS7238–MR Systems (P144118) for \$15804.40 (for SCADA PC issues for Operators, Hach WIMS tags and interface, SCADA PC problems for Gene, and Influent Pump Station) – 100% WWTP
- Emergency procurement of magnesium hydroxide – 100% WWTP
- Five (5) GPS units for Stephen’s vehicles – This goes into Ratio Calculation for IPP - Done
- \$1 Godwin pump trade out with Xylem – \$1.08 – 4 inch portable pumps – 100% WWTP
- Hach WIMS FTP Interface – 100% WWTP
- Hach WIMS IT services – 100% WWTP
- Materials for Michael Sheu for West Columbia Pump Station. – This needs to be added to the West Columbia PS Tab - Done ~~2828.33~~ 2828.33

21,798.00
ADDED TO PUMP STATION (INCLUDES WWM KS ALSO)

Now can we add total fees to each of these?

From: Zimmerman, Madeline
Sent: Friday, March 20, 2015 3:38 PM
To: Davis, William H
Subject: FY13/14 Payments for 638305

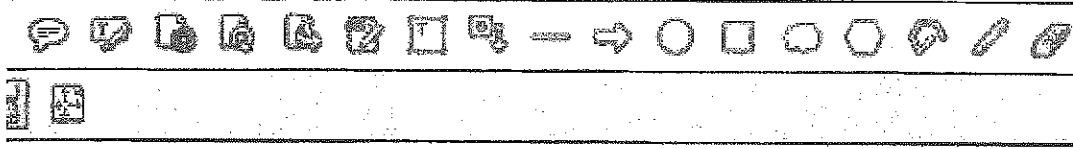
Bill,

The following project numbers were paid for out of the operating budget:

- SS7215(14)
- SS7235(14)
- SS7238

Other projects funded from this account because there was an abundance of funding still available were:

- Emergency procurement of magnesium hydroxide
- Five (5) GPS units for Stephen’s vehicles
- \$1 Godwin pump trade out with Xylem
- Hach WIMS FTP Interface



Printed by: LCROBINS

Print 1

Sec Code: ENGN

PO Ty

End User: SS7215(14)

HAZEN & SAWYER

ITEMS

Code	Unit	Price	Key	Object	Tax1	Tax2
	EACH	1.00	GL 5516208	638305	0.00	0.00

SS7215(14) - 2013 General Engineering Services
 Agreement for On-Call Services for the City
 of Columbia's MWWTP.

<u>Amt Received</u>	<u>W/WTP</u>	<u>Qty Received</u>	<u>Receipt Date</u>
0.00	29,927.50	31,125.50	03/24/2014
0.00	1207.59	3,736.59	04/28/2014
0.00	598.42	598.42	06/30/2014
0.00	6454.00	10,781.00	06/30/2014
0.00	3,151.88	4,240.88	06/30/2014
0.00	2,150.00	6,945.00	06/30/2014
0.00	4,461.27	7,321.27	06/30/2014
0.00	42,352.24	64,748.66	

 REDUCE BY:
~~\$22,396.42~~**

REQUISITION / PO NOTES

Approved by City Council on 1.21.2014 item 4. SHH

\$ 21,788
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ITEM 14 - General Engineering Services

Item No.	Description	Qty	Unit Price	Total	Notes	Received
0000	Columbia Metro Polymer System Upgrade	645	1.00	645.00	WWTP 645	02/17/2014
0000	" " " "	1,470	1.00	1,470.00	1,470	03/07/2014
0000	Yost Creek 3503	23,882	1.00	23,882.40		03/24/2014
0000	Columbia Metro Polymer System Supply	275	1.00	275.00	275	06/10/2014
0000	Pump Stations	5,557	1.33	5,557.73		06/30/2014
0000	Pump Stations	2,752	1.00	2,752.50		06/30/2014
				34,982.63	2,370 (WWTP)	

Approved: _____

RECEIVED

DATE: 07/13/14

PROJECT: _____

Sanitas Server Systems - 6243305 - Special Projects

PURCHASE ORDER INFORMATION

Vendor: V001906 MKR SYSTEMS INC

Addr Cn: PI

Requested by: Sebastian H. Hammond
 Approved by: BSI
 Printed by: KLF/ECK
 Ser Code: ENGN
 End Use: S87138

Req. Dt: 10-10-2013
 Apr Dt: 10-17-2013
 Print Dt: 10-18-2013
 PO Type: F

Blanket Number
 Blanket Amount
 Blanket Remainin
 Pay
 Req. Code

ITEMS									
Unit	Price	Key	Object	Qty	Discoun	Charges	Extende	Catalog	Ship To
EACH	1.00	GL	5116308	638305	0.00	0.00	0.00	51,060.00	
					0.00	0.00	0.00		

S87138 - Engineering Services for Miscellaneous
 Sanitary Server Services.

Amnt Received	Qty Received	Receipt Date	Exchng Rate	Material ID	WALLET
0.00	750.00	10-18-2013	4831-SG	4831-SG	750.00
0.00	11,965.55	01-27-2014	4900-SG	KRHIGGS	11,965.55
0.00	5,825.75	01-27-2014	4901-SG	KRHIGGS	5,825.75
0.00	600.00	01-27-2014	4902-SG	KRHIGGS	600.00
0.00	588.00	01-27-2014	4911-SG	KRHIGGS	588.00
0.00	3,287.50	05-14-2014	5080-SG	KRHIGGS	3,287.50
0.00	17,769.72	06-10-2014	4992-SG	KRHIGGS	17,769.72
0.00	2,652.00	06-10-2014	5060-SG	KRHIGGS	2,652.00
0.00	2,152.00	06-10-2014	5207-SG	KRHIGGS	2,152.00
0.00	2,1784.10	06-30-2014	5207-SG	KRHIGGS	21,784.10
0.00	43,313.57				21,587.72

REDUCE BY

21,587.72

ACQUISITION NOTES

10-17-2013 TAMMY INFORMED ME THE CODING FALLS UNDER THE
 ENGINEERING OPERATING BUDGET AND CAN NOT VERIFY I.M.E.S.T

