

RESOLUTION NO.: R-2012-073

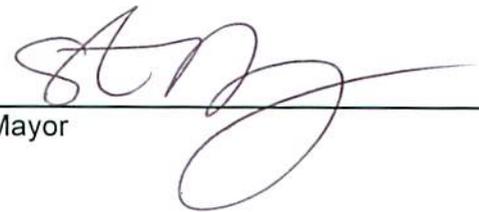
*Authorizing the City Manager to execute an Agreement to Purchase
and Sell Surplus Water between the City of Columbia and the City of Cayce*

ORIGINAL
STAMPED IN RED

BE IT RESOLVED by the Mayor and City Council this 17th day of July, 2012, that the City Manager is authorized to execute the attached Agreement to Purchase and Sell Surplus Water between the City of Columbia and the City of Cayce.

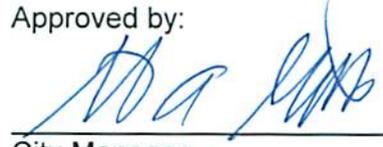
Requested by:

Utilities & Engineering



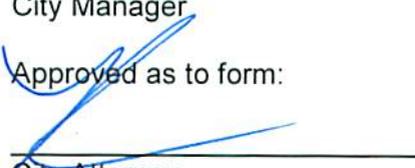
Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 7/17/2012
Final Reading: 7/17/2012

STATE OF SOUTH CAROLINA)	
)	AGREEMENT TO PURCHASE
COUNTIES OF RICHLAND)	AND SELL SURPLUS WATER
AND LEXINGTON)	

WHEREAS, an Agreement To Purchase And Sell Surplus Water was executed by and between the City of Columbia (Columbia) and the City of Cayce (Cayce) on _____; and,

WHEREAS, said Agreement terminated on December 31, 2010; and,

WHEREAS, Cayce desires to continue to purchase treated surplus water (water) from the City on an emergency basis only; and,

NOW THEREFORE, for and in consideration of the mutual covenants, undertakings, benefits and promises herein, the sufficiency of which is hereby acknowledged, Columbia and Cayce agree as follows:

1. Columbia agrees to supply and Cayce agrees to purchase water from Columbia on a bulk basis on an emergency basis only.

2. Effective _____ through the term of this Agreement, Columbia agrees to supply Cayce with water from Columbia on an emergency basis only, as may be requested from time to time by Cayce. Should Cayce request that the City supply water under the emergency provision of this Agreement, all terms and conditions of this Agreement as otherwise may be related to the sell of water on an emergency basis shall apply.

3. During the term of this Agreement, Columbia shall have the sole and exclusive discretion to determine if it has water available for purchase by Cayce. This Agreement shall not create any duty or obligation by Columbia to continue to supply Cayce with water on an emergency basis, if Columbia determines, at any time, that it does not have water available for purchase by Cayce.

4. Columbia shall deliver the water to Cayce at the existing service delivery point at or near the Blossom Street Bridge.

5. Columbia makes no representations, guarantees or warranties, express or implied, as to any specific level of service at the service delivery point or the quality or quantity of water to be purchased by Cayce. Columbia is not required to take any action to increase, decrease or otherwise affect: (a) the level of service (b) the quantity or quality of water available for purchase

by Cayce or (c) water pressure at the service delivery point or within Cayce's distribution system.

6. Water purchased from Columbia by Cayce shall only be sold within Cayce's current water service area.

7. Water purchased by Cayce shall be measured at the service delivery point by metering equipment selected by, owned and maintained by Columbia. Cayce shall pay Columbia for the metering equipment and the cost of installing the same. Metering equipment for Cayce shall be installed in housing constructed by Cayce, at Cayce's cost and expense. Columbia and Cayce shall have access to the metering equipment at all times. Cayce shall reimburse Columbia for any testing, repair, maintenance or replacement of the metering equipment.

8. Cayce shall, at its own expense, construct and install any water mains, pumps, meters, valves or other apparatus necessary for Columbia to deliver water to the service delivery point as may be required and approved by Columbia.

9. Columbia shall read the metering equipment installed at the service delivery point at periodic intervals of approximately thirty (30) days to determine the amount of water provided by Columbia to Cayce. The volume of water measured through the metering equipment shall be used to calculate monthly service charges. Columbia reserves the right to estimate Cayce's monthly service charge in the event the metering equipment malfunctions during the billing cycle. Monthly service charges for water supplied and billed to Cayce is to be paid on or before the due date indicated on the monthly bill. If monthly service charges for water supplied and billed to Cayce is fifteen (15) days in arrears Columbia shall have the right, at any time after the default, to terminate this agreement and cease furnishing water to Cayce.

Cayce shall also pay Columbia for all water delivered to Cayce from July 1, 2012, to the execution of this Agreement, which shall be calculated using the rate schedule contained in Paragraph Ten hereof.

10. Cayce's monthly service charges shall be calculated according to the following rate schedule:

Monthly Water Use	Meter Size	Monthly Charge
Base (Minimum 300 Cubic Feet)	10"	\$1275
Additional Charge Per 100 Cubic Feet		\$2.89

11. The above rate schedule may be may be increased by Columbia, from time to time, by ordinance.

12. Columbia shall not be liable to Cayce or to its customers for any costs, expenses or damages from any cause whatsoever, including but not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, droughts, strikes, failure or breakdown of transmission or other facilities, or temporary interruptions of water service, all of which are listed by way of illustration and not limitation. Columbia reserves the right at any time without notice to Cayce or its customers to shut the water off its mains for the purpose of making repairs, performing maintenance or installing lines, mains, hydrants or other connections. No claims shall be made against Columbia by Cayce or its customers by reason of the breakage of any service pipe or service cock, or from any other damage that may result from shutting off water for repairing, laying or relaying mains, hydrants or other connections.

In the event that the use of water from Columbia by Cayce causes or will cause Cayce to be out of compliance with any potable water standards mandated by federal and state law, rule or regulation, Cayce agrees that no claims shall be made against Columbia by Cayce for its failure to meet such standards.

Cayce agrees that it will make no claims against Columbia for any costs or damages to personal or real property which result from or may arise out of Columbia supplying water to Cayce under this Agreement.

13. Columbia shall notify Cayce as soon as practicable in advance of any reduction in the amount of water it may have available for purchase by Cayce. Upon receiving such notice from Columbia, Cayce shall, within twenty-four (24) hours, initiate adequate measures to reduce its water demands from Columbia to an amount not to exceed the amount of water available from Columbia.

14. Installation, ownership, operation and maintenance of any and all portions of the water distribution systems past the service delivery point shall be the sole responsibility of Cayce, at no cost to Columbia.

15. This Agreement shall terminate on December 31, 2014.

16. Notice for the purpose of this Agreement shall be as follows:

CITY OF CAYCE
Attn: Rebecca Rhodes
Its: City Manager
P. O. Box 2004
Cayce, SC 29171-2004

CITY OF COLUMBIA
Attn: Steven A. Gantt
Its: City Manager
P.O. Box 147
Columbia, SC 29217

17. Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach hereof. Cayce shall not assign this Agreement or transfer any rights and obligations hereunder without written consent of Columbia.

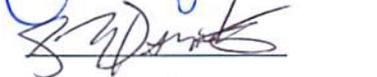
18. In the event there are any disagreements between Columbia and Cayce with regard to the requirements, specifications or interpretations of this Agreement, Cayce agrees to defer to the reasonable interpretations of Columbia, as from time to time may be made by Columbia. Ambiguities in the terms of this Agreement, if any, shall not be construed against Columbia.

19. This Agreement contains the entire understanding of the parties hereto. Any changes, modifications, deletions or additions to this Agreement are valid only if in writing and signed by the parties hereto. This Agreement shall be binding upon the parties, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective City Managers, duly authorized, this ____ day of _____, 20__.

WITNESSES:





CITY OF COLUMBIA



By: Steven A. Gantt
Its: City Manager

CITY OF CAYCE

By: Rebecca Rhodes
Its: City Manager