

FRIPP ISLAND PUBLIC SERVICE DISTRICT

Tuesday, February 14, 2023
Fripp Island Fire Station
and
Electronic Meeting Via Zoom
9:30 a.m.

Zoom Info:

Join from PC, Mac, Linux, iOS or Android:

<https://us02web.zoom.us/j/86565978745>

Or iPhone one-tap (US Toll): +19292056099,,86565978745#
+13017158592,,86565978745#

Or Telephone:

Dial: +1 301 715 8592 (US Toll) or +1 312 626 6799 (US Toll)
Meeting ID: 865 6597 8745

AGENDA

1. Call to Order
 - Confirmation of the presence of a quorum
 - Confirmation of public meeting notice, as required by the SC Code of Laws 30-4-80(A).
2. Pledge of Allegiance
3. Approval of January Commission Meeting Minutes
 - January 2023 Regular Meeting
 - January 24, 2023 Special Meeting
4. Reports
 - Manager's Report for January 2023
 - Fire Department Report for January 2023
 - Report on POA Shoreline Committee Activities
5. Old Business
 - Blue Heron Lake Sewer Force Main
6. New Business
 - Financial & Billing Software – Ernie Aschermann, EmGovPower
 - Captain John Fripp Villas Sewer Line CCTV Quote – Southeast Pipe
 - Annual Audit & Related Financial Services RFP
 - BJW&SA – SC Water Utilities – FIPSD 3-Way Water Service Agreement
7. Questions and Comments from Visitors
 - FIPOA Representative
 - Fripp Island Resort – Tom Frost, General Manager
8. Executive Session
 - Legal and Contractual Matters Related to Funding Options for Capital Planning
9. Upon returning to public session, the Commission may take such action(s) as it deems appropriate on the items discussed in executive session.
10. Adjourn

FRIPP ISLAND PUBLIC SERVICE DISTRICT

Minutes: Commission Meeting on February 14, 2023

Present: Edward D. Wetzel, Rick E. Keup, Mike Murphy, Michael J. Wilt, John F. King

Absent: Dennis Perrone

Staff: Angie Hughes, District Manager; Joshua Horton, Fire Chief; Yvonne Fireall, Office Manager

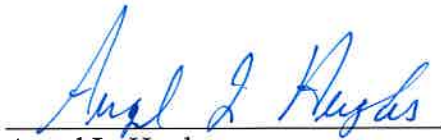
Guests: Ernest Ascherman (EmGov Power), John Derrick, Dennis Kautz, Tom Frost, John Newman, Gary Nizzi

1. Chairman Wetzel called the meeting to order at 9:30 a.m., confirmed the presence of a quorum and confirmed that all requirements of the SC Code of Laws, Section 30-4-80, pertaining to the notice of meetings of public bodies, have been met for this meeting.
2. Chairman Wetzel led the Commission in the Pledge of Allegiance.
3. The Commission approved the minutes for the January regular Commission Meeting, upon a motion by Mr. Murphy (Vote: unanimous). The Commission approved the minutes for the January 24, 2023, Special Meeting, upon a motion by Mr. Keup (Vote: unanimous).
4. Reports
 - a) The Commission reviewed the Manager's Report for January 2023 (*Att A*).
 - b) The Commission reviewed the Fire Department Report for January 2023 (*Att B*).
 - c) The Commission received a report on POA Shoreline Committee activities from Commissioner King.
5. Old Business
 - a) The Commission discussed the Blue Heron Lake sewer force main relocation currently being reviewed by Lowcountry Engineering Consultants and directed the District Manager to provide a general services contract with LEC for approval at the next Commission meeting and follow it with a task order under the general contract for the sewer force main work.
6. New Business
 - a) The Commission entertained a presentation about the District's financial and billing software from Ernie Aschermann, of EmGovPower.
 - b) The Commission approved a quote from Southeast Pipe for cleaning and CCTV of the Captain John Fripp Villas sewer lines, contingent upon clarification of the scope of work and date of mobilization, upon a motion by Mr. King. (*Att C*)
 - c) The Commission discussed the District's annual audit & related financial services and directed the District Manager to proceed with issuing a Request for Proposals for these services.
 - d) The Commission discussed the BJWSA – SC Water Utilities – FIPSD 3-Way water service agreement and agreed to pursue updated agreements making SC Water Utilities a wholesale customer of the District. (*Att D*)

7. The Commission entertained questions and comments from visitors.
8. The Commission entered executive session to discuss legal and contractual matters related to funding options for capital planning at 11:15 a.m., upon a motion by Mr. Murphy (Vote: unanimous). The Commission resumed open session at 11:30 a.m., upon a motion by Mr. Keup (Vote: unanimous).
9. There being no further business, the meeting adjourned at 11:30 a.m., upon a motion by Mr. Wilt (Vote: unanimous).



Edward D. Wetzel
Chairman



Angel L. Hughes
Secretary

**FRIPP ISLAND PUBLIC SERVICE DISTRICT
MANAGER'S REPORT FOR JANUARY 2023**

I. Tap-Ins

Category	FY 2023		FY 2022		FY 2021	
	Jan	YTD	Jan	YTD	Jan	YTD
Water customers	2	22	11	21	3	5
Sewer customers						
a. Gravity	1	17	6	13	2	3
b. Vacuum	1	5	4	7	1	2

Total vacuum sewer customers: 592 of 726

II. Routine Operations

1. Butcher's Island and Hunting Island Booster Pumps Average Daily Run Time for January

	<u>2023</u>	<u>Diff</u>	<u>2022</u>	<u>Diff</u>	<u>2021</u>	<u>Diff</u>	<u>2020</u>
Butcher's Isl Pumps Hrs/Day	0.2	0.0	0.2	0.2	0.0	0.0	0.0
Hunting Isl Pumps Hrs/Day	<u>0.5</u>	<u>0.1</u>	<u>0.4</u>	<u>0.4</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
Total Hrs/Day	0.7	0.1	0.6	0.6	0.0	0.0	0.0

2. Fripp Island Master Metered Water Use for January, Average Gallons per Day

	<u>2023</u>	<u>% Change</u>	<u>2022</u>	<u>% Change</u>	<u>2021</u>	<u>% Change</u>	<u>2020</u>
BJW&SA	371,200	6.7	348,000	7.2	324,742	(6.0)	345,613
Harbor Island	57,749	40.1	41,218	1.4	40,635	(18.6)	49,939
Hunt Island	5,063	(38.5)	8,229	17.6	7,000	11.9	6,255
Frripp Island	297,914	2.0	291,964	8.5	269,000	(8.6)	294,419
Accountability,%	97.2	N/A	98.1	N/A	97.5	N/A	101.4
Rainfall, Inches	3.7		2.5		2.7		2.1

3. Fripp Island Water Consumption – Recorded vs. Billed (in 1,000 gals.)

	Annual	Qtr 4	Qtr 3	Qtr 2	Qtr 1
	<u>Total</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>
Frripp Master Meter	166,039	34,233	56,707	48,428	26,671
Billed Water	<u>152,135</u>	<u>32,145</u>	<u>52,740</u>	<u>44,995</u>	<u>22,255</u>
Total Unbilled Water	13,905	2,088	3,967	3,433	4,416
Unbilled Water Percent	8%	6%	7%	7%	17%
Flushing/Unbilled Accts	<u>2,219</u>	<u>170</u>	<u>239</u>	<u>560</u>	<u>1,250</u>
Unaccounted for Water	11,686	1,919	3,728	2,873	3,166
Unaccounted for Percent	7%	6%	7%	6%	12%

4. The water tank levels and water line pressures were normal for January.

5. Wastewater Treatment Plant Flow for January, Gallons per Day

	<u>2023</u>	<u>% Change</u>	<u>2022</u>	<u>% Change</u>	<u>2021</u>	<u>% Change</u>	<u>2020</u>
Average Daily Flow	113,017	(23.3)	147,266	(9.0)	161,888	7.8	150,171
Weekly Max Flow	133,000	(28.1)	185,000	(6.1)	197,000	(6.2)	210,000
Peak Daily Flow	225,495	(23.8)	296,012	(4.4)	309,760	12.5	275,397

Peak daily flow of 225,495 occurred on Sun., 1/1/23, without rain. For Jan. 2022, peak daily flow occurred on Sat., 1/1/22, without rain. For Jan. 2021, peak daily flow occurred on Fri., 1/1/21, with 0.1" of rain. For Jan. 2020, peak daily flow occurred on Wed., 1/1/20, without rain.

6. The water system and wastewater treatment plant samples were satisfactory for January.

III. Emergencies, Special Field Work and Activities

1. Water System

- a) Beaufort County remained at "Incipient" drought status throughout January.
- b) Field operators performed miscellaneous water system maintenance consisting of meter installations and replacements and repairing leaking water lines and services.

2. Wastewater System

- a) Jan 31 – Operators replaced Pump #2 at the Tennis Court lift station.

3. Administrative & Personnel Activities

- a) Transition to the cloud-based financial software has been delayed while we work through problems with the cloud-based utility billing software.
- b) The search for a fourth field operator is ongoing -- new ads will be posted the first week in February.
- c) We're still waiting on responses from BJW&SA and SC Water Utility regarding potential agreements for assistance in case of an emergency staff shortage and contract operations. The human resources director at BJW&SA states that they are experiencing staffing difficulties, also.

4. Fripp Inlet Bridge – Still waiting for news regarding a grant award from SCIIP. The bridge inspection information requested by SCDOT was provided, along with repair plan sets from the 2019 bent retrofits. SCDOT requested repair plan sets from repairs done in 1980 and 1996, but we don't have those records and the FIPOA can't locate them. The bridge insurance renewal policy for \$2.5 million in coverage at a cost of \$132,765 was bound in January.

5. Seaglass Development – The developer submitted construction drawings to the District office for review and they are available in the office if any Commissioners would like to see them. Our field operations supervisor provided his comments to the developer and our engineer (Lowcountry Engineering) is also reviewing the plans. The District is working with the developer to reroute the Davis Love lift station force main to bypass the Ocean Creek lift station. The equipment at the Davis Love station will also be upgraded. These changes will increase collection capacity to allow for flows from the new development. The cost of all upgrades to the District's existing sewer system will be borne by the developer.

6. Fripp Inlet Revetment (Porpoise Dr.) – SCDHEC-OCRM approved the District's request for a permit to add rock to the revetment. Roger Wilson Construction Company is working on getting the rock necessary and will proceed as soon as possible.

7. Automated Meter Reading System – We're still waiting for information on an automated meter reading system from Veolia.

8. EPA Lead & Copper Rule Revision – Staff continue to work on compiling a complete lead service line inventory. Deadline for this phase of the revised lead and copper rule is October 16, 2024. In January, DHEC issued an RFP for programs to assist small and medium water systems in the state with compliance. The District can benefit from this as the rule is complicated and requires a substantial amount of time to implement.

9. GIS Mapping – The GIS mapping of the water and sewer system will begin mid-February.

Fripp Island Fire Department Monthly Report Summary January 2023

Response Activities:

Total emergency responses for January, 5

	Jan 2023	Jan 2022	YTD CY23	YTD CY22
• Structure Fires	00	00	00	00
• Vehicle Fire	00	00	00	00
• Medical Emergencies	03	07	03	07
• Brush Fires	00	00	00	00
• Misc. Fire	01	00	01	00
• Service Calls	00	00	00	00
• Mutual Aid	01	00	01	00
• Auto Accident	00	00	00	00
• Water Emergencies	00	00	00	00
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	05	07	05	07

Average emergency response time:

4 minutes 29 seconds.

Roster:

Total personnel active for January, 20

Activities of Note:

- 2 members have officially retired from both their full time departments and Fripp Island FD. One position has been filled and I plan to have the second position filled by mid-February. We wish FF Pat Mackloskie and FF David Sewell well and thank them for their service to our community.

- I met with the insurance adjuster and we have received and agreed to the settlement offered for the damage due to frozen pipes on Christmas day.

Total loss amount	\$9,326.01
<u>Less deductible</u>	<u>-\$5,000.00</u>
Total due	\$4,326.01



3523 Williams Street, Pateson, GA 31557-0477

Telephone: (912) 647-2847

www.southeastpipe.com

Note:

Payment terms – Due upon completion and approved inspections. SPS will NOT be subject to retainage. Our invoices are to be paid in full. This proposal may be withdrawn by SPS if not accepted within (30) days. Any invoices not paid within thirty days from presentation will accrue interest at a rate of 1.5% per month on the unpaid balance. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Payment shall be based on actual field measurements from center of manhole to center of manhole.

- * All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.
- * The above prices include one mobilization charge for each crew one time. If additional mobilizations are required due to delays in project by others, SPS will bill accordingly
- * Stand-by time of \$500.00 for CCTV crew and/or \$675.00 for CIPP crew per hour will apply if crew cannot perform work due to delays caused by others or for circumstances beyond our control.

Southeast Pipe Survey, Inc. appreciates the opportunity to quote this project. If you have any questions feel free to call Mat Boatright at 912-647-2847 ext 246.

Please email signed quote to clay@southeastpipe.com or fax to 912-647-2869

*Note: If this project is Federally Funded, all information must be provided to Southeast Pipe Survey, Inc. before work proceeds.

13, 1994 from HIU to the District, and that "Water Service Agreement" dated March 24, 1999 between the District and HIU are hereby rescinded, replaced, and superseded by this Agreement as to all provisions, and the parties disclaim any rights or responsibilities thereunder.

Section 2. Agreements of BJWSA. (a) BJWSA agrees to sell to the Company, and the Company agrees to purchase from BJWSA, all of Company's drinking water. BJWSA agrees to sell the Company in any twenty-four (24) hour period an amount not to exceed 302,850 gallons per day.

(b) BJWSA agrees to read, on a monthly basis, the meter indicating water supplied to the Company and bill the Company for the water delivered at BJWSA's prevailing wholesale rate for that area plus the Transportation Charge (as defined herein).

(c) BJWSA agrees to credit the District for all water billed including the Transportation Charge to the Company since the District will be metered and charged for such water upon its entry into its water main from the water mains of BJWSA.

(d) BJWSA's responsibilities to provide water under this Agreement end at BJWSA's Interconnect and in no case is BJWSA obligated to provide modifications, upgrade, or changes to the water system beyond the BJWSA Interconnect.

Section 3. Agreements of the Company. (a) The Company agrees to pay the District a transportation charge for the use of the District Water Main (the "*Transportation Charge*"). The amount of the Transportation Charge shall be determined on a volumetric basis based on a reasonable cost of the District making the District Water Main available to the Company for the transportation of potable water from the BJWSA Interconnect to the Company as set forth in this Agreement. Such Transportation Charge shall be increased from its current rate to reflect increases in costs related to providing water service to the Company and shall be determined as follows:

- (1) Upon the Effective Date and until December 31, 2020, the Transportation Charge shall be \$0.36 per 1,000 gallons.
- (2) From January 1, 2021 until June 30, 2021, the Transportation Charge shall be \$0.44 per 1,000 gallons.
- (3) From July 1, 2021, until June 30, 2022, the Transportation Charge shall be \$0.52 per 1,000 gallons.
- (4) From July 1, 2022, until June 30, 2023, the Transportation Charge shall be \$0.61 per 1,000 gallons.
- (5) On July 1, 2023, and thereafter, the Transportation Charge shall be subject to annual adjustment on any July 1 during the term of this Agreement to reflect allocated costs of operations and maintenance, annual contributions to the District's depreciation and contingency fund, annual capital expenditures that are not debt-financed and potentially other costs that benefit the Company. Following the Effective Date, debt service for new

debt of the District attributable to a project allowing for the water service contemplated under this Agreement to be provided to the Company will be included in the rate calculation. Allocation of costs to the Company will be based upon the water capacity allocated to the Company in proportion to the total water capacity allocated by BJWSA to the Company and the District and will be limited to those costs that benefit the Company, whether directly or indirectly. At the District's option the Transportation Charge may be increased by the greater of the percentage increase in the consumer price index for all urban consumers or the adjustments provided in this Section 3. The Company shall retain the right to request and review the analysis used to determine any adjustment to the Transportation Charge made by the District under this clause. Any dispute between the Parties regarding the annual adjustment shall be subject to the dispute resolution provisions at Section 10 below.

(b) Pay monthly and within thirty (30) days after the receipt of a statement from BJWSA for the water delivered during the preceding month which shall be billed by BJWSA to the Company at BJWSA's prevailing wholesale rate plus the Transportation Charge.

(c) Keep the District apprised of its intent to purchase additional water capacity from BJWSA, recognizing that the Company is limited to 302,850 gallons per day per the terms of this Agreement.

(d) Inform the District of any desired change to the interconnect between the Company system and the District Water Main that might influence the flow, pressure, or metering and obtain prior approval from the District before effecting such change.

Section 4. Agreements of the District. (a) The District agrees to receive from BJWSA potable water at BJWSA's Interconnect, transport such water through its District Water Main and deliver such water, in a volume not to exceed 302,850 gallons per day to the meter and line serving the Company's customers on Harbor Island. In emergency situations where water delivered beyond BJWSA's Interconnect is limited, flows to the Company will be limited to 15% of the total flow available.

(b) Check on and confirm the volume of water being delivered to the Company by reading the main meter of the Company whenever desired by the District, this right being recognized in this Agreement by BJWSA and the Company.

(c) Pay BJWSA for water delivered to it, both for distribution through its system and for delivery to the Company, taking credit for the amount billed by BJWSA to the Company for water delivered to and received by the Company and the Transportation Charge.

Section 5. Term. The initial term of this Agreement shall begin on the Effective Date and end on the fifth June 30 thereafter. This Agreement shall be automatically extended for successive terms of five years thereafter unless notice to renegotiate is given by either party to the other at least one year prior to the end of the initial term or any successive terms.

Section 6. Amendment. This Agreement may not be amended or modified in any respect without the agreement of all Parties hereto in writing.

Section 7. Assignment. This Agreement is not assignable without the agreement of all Parties hereto in writing; the Parties agree not to unreasonably withhold consent to an assignment.

Section 8. Notice. All notices or other communications required or permitted under this Agreement shall be deemed to have been duly given and made if in writing and if served either by personal delivery to the party for whom intended or by being deposited, postage prepaid, certified or registered mail, return receipt requested, in the United States mail addressed as follows or to another address as may be designated in writing hereafter by such party.

If to the BJWSA:

Beaufort-Jasper Water and Sewer Authority
6 Snake road
Okatie, South Carolina 29909-3937
Tel: 843-987-9292
Email: joe.mantua@bjwsa.org
Attn: Joe Mantua, General Manager

If to Company:

South Carolina Water Utilities, Inc.
31 Sora Rail Road
Kiawah Island, SC 29455
Tel: 843-768-0641
Email: bdennis@swwc.com
Attn: Becky Dennis

With a copy to:

Erin D. Dean
Tupper, Grimsley, Dean & Canaday, PA
Post Office Box 2055
611 Bay Street
Beaufort, South Carolina 29901-2055
Email: Erindean@tgdcpa.com

With a copy to:

SouthWest Water Company
1325 N. Grand Avenue, Suite 100
Covina, CA 91724
Tel: 626-543-2500
E-mail: Legal@swwc.com
Attn: General Counsel

If to the District:

Fripp Island Public Service District
291 Tarpon Boulevard
Fripp Island, SC 29920
Tel: 843-838-2400
E-mail: angiehughes@fipisd.org
Attn: Angel Hughes

With a copy to:

Pope Flynn, LLC
1411 Gervais Street, Suite 300
Columbia, SC 29201
Tel: 803-354-4917
E-mail: gpope@popeflynn.com
Attn: Gary T. Pope, Jr., Esq.

Section 9. Binding Agreement/Choice of Law. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and or assigns. This Agreement shall be governed by the laws of the State of South Carolina.

Section 10. Dispute Resolution. In the event of a Dispute arising out of any term of this Agreement, the parties shall agree to participate in a pre-suit Mediation in Beaufort County, South Carolina with a Mediator as agreed upon by the Parties. In the event no such agreement on a Mediator can be made, the Parties shall apply to the Court of Common Pleas, Beaufort County for the Court to appoint a Mediator. In the event the dispute cannot be resolved via mediation, the parties may file litigation over any such dispute in the Court of Common Pleas in Beaufort County, South Carolina.

Section 11: Entire Agreement. This Agreement contains the entire agreement of the Parties as to all matters addressed herein.

Section 12. BJWSA-District Water Service Agreement. The Water Service Agreement between BJWSA and the District dated November 12, 2002 is not impacted by this Agreement and remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officers and representatives to execute this Agreement as of the Effective Date.

WITNESSES:

BEAUFORT-JASPER WATER AND SEWER
AUTHORITY

Linda N. Tillery

Joseph M. Martin 6/1/2020
General Manager

Jan Ch'aul

SOUTH CAROLINA WATER UTILITIES, INC.

Betsy Bennis 05/29/2020
4081CE2B7A9B536FCE806DC9E0CCFF95 contract works

Craig Sorenson 05/29/2020
6F7023267E2C73DF38F5C30364E377 contract works
President

Jessica Haraden 05/31/2020
CB71A1A5EBE401E92598FFA1904E16E0 contract works

FRIPP ISLAND PUBLIC SERVICE DISTRICT

Yvonne Freath 6-1-2020

Angel L. Hughes 6/1/2020
Manager

Russell G. 6-1-2020