

|                                         |   |                                |
|-----------------------------------------|---|--------------------------------|
| STATE OF SOUTH CAROLINA                 | ) | IN THE COURT OF COMMON PLEAS   |
|                                         | ) | FOR THE NINTH JUDICIAL CIRCUIT |
| COUNTY OF CHARLESTON                    | ) |                                |
|                                         | ) | CASE NO.: 2023-CP-10-_____     |
|                                         | ) |                                |
| James N. Deierlein, Jr.; Stephen H.     | ) |                                |
| Deierlein; Walter H. Deierlein; Eric C. | ) |                                |
| Deierlein; and Alice Kathleen D. Green; | ) |                                |
|                                         | ) |                                |
| Plaintiffs,                             | ) |                                |
|                                         | ) |                                |
| vs.                                     | ) | <b>SUMMONS</b>                 |
|                                         | ) |                                |
| The Commission of Public Works for the  | ) |                                |
| Town of Mount Pleasant d/b/a Mount      | ) |                                |
| Pleasant Waterworks; Town of Mount      | ) |                                |
| Pleasant, South Carolina; and County of | ) |                                |
| Charleston, South Carolina;             | ) |                                |
|                                         | ) |                                |
| Defendants.                             | ) |                                |

TO: THE ABOVE-NAMED DEFENDANTS

**YOU ARE HEREBY SUMMONED** and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your pleading to said Complaint upon the subscribers at their offices at 2036 eWall Street, Mount Pleasant, South Carolina 29464, within 30 days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, Plaintiffs will apply to the Court for judgment by default for the relief demanded in the Complaint.

**McCULLOUGH ▪ KHAN ▪ APPEL**

/s/ Ross A. Appel  
 Ross A. Appel, Esq.  
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April 6, 2023  
 Mount Pleasant, South Carolina

**Counsel for Plaintiffs**

|                                         |   |                                                 |
|-----------------------------------------|---|-------------------------------------------------|
| STATE OF SOUTH CAROLINA                 | ) | IN THE COURT OF COMMON PLEAS                    |
|                                         | ) | FOR THE NINTH JUDICIAL CIRCUIT                  |
| COUNTY OF CHARLESTON                    | ) |                                                 |
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|                                         | ) |                                                 |
| James N. Deierlein, Jr.; Stephen H.     | ) |                                                 |
| Deierlein; Walter H. Deierlein; Eric C. | ) |                                                 |
| Deierlein; and Alice Kathleen D. Green; | ) |                                                 |
|                                         | ) |                                                 |
| Plaintiffs,                             | ) | <b>COMPLAINT</b>                                |
|                                         | ) |                                                 |
| vs.                                     | ) | <b><i>Declaratory Judgment</i></b>              |
|                                         | ) | <b><i>Breach of Contract</i></b>                |
| Commission of Public Works for the      | ) | <b><i>Substantive Due Process Violation</i></b> |
| Town of Mount Pleasant d/b/a Mount      | ) |                                                 |
| Pleasant Waterworks; Town of Mount      | ) | <b>(Jury Trial Demanded)</b>                    |
| Pleasant, South Carolina; and County of | ) |                                                 |
| Charleston, South Carolina;             | ) |                                                 |
|                                         | ) |                                                 |
| Defendants.                             | ) |                                                 |

Plaintiffs James N. Deierlein, Jr.; Stephen H. Deierlein; Walter H. Deierlein; Eric C. Deierlein; and Alice Kathleen D. Green (collectively, “Plaintiffs”) file this Complaint against the Commission of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks (“MPW”), the Town of Mount Pleasant (the “Town”), and the County of Charleston, South Carolina (“County”) (collectively, “Defendants”), respectfully alleging as follows:

### **INTRODUCTION**

1. For several decades, MPW – at the Town’s direction – has required property owners in unincorporated Charleston County to annex into the Town prior to receiving water and wastewater service.

2. Plaintiffs own property in unincorporated Charleston County adjacent to the Town.

3. Even though MPW admits it has sufficient capacity and infrastructure nearby, MPW recently informed Plaintiffs they must annex into the Town before MPW will provide service.

4. Plaintiffs challenge MPW's annexation requirement on two grounds. First, a 1989 merger agreement between MPW and Bulls Bay Rural Community Water District prohibits MPW from conditioning service on annexation. Second, Charleston County has adopted an ordinance prohibiting municipalities from requiring annexation where service availability exists nearby.

5. Plaintiffs respectfully request this Court interpret these legal authorities and issue the necessary and appropriate relief to resolve the dispute between the parties.

6. Plaintiffs further respectfully request this Court award damages against MPW and the Town because the unlawful annexation requirement has caused at least one substantial land sale contract to fall through and has significantly devalued Plaintiffs' property.

#### **THE PARTIES**

7. Plaintiff James N. Deierlein, Jr. is a citizen and resident of Charleston County, South Carolina.

8. Plaintiff Stephen H. Deierlein is a citizen and resident of Richland County, South Carolina.

9. Plaintiff Walter H. Deierlein is a citizen and resident of Richland County, South Carolina.

10. Plaintiff Eric C. Deierlein is a citizen and resident of Charleston County, South Carolina.

11. Plaintiff Alice Kathleen D. Green is a citizen and resident of the Commonwealth of Virginia.

12. Defendant Commission of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks ("MPW") is a municipal water and wastewater authority established

pursuant to state law and Town of Mount Pleasant ordinance. MPW provides water and wastewater service to businesses and residents located both within the Town of Mount Pleasant and outside of the Town of Mount Pleasant.

13. Defendant Town of Mount Pleasant, South Carolina (“Town”) is a municipal corporation and political subdivision of South Carolina.

14. Defendant Charleston County, South Carolina (“County”) is a county government entity and political subdivision of South Carolina.

### **JURISDICTION AND VENUE**

15. This Court has jurisdiction over the parties. One or more Plaintiffs are residents of South Carolina, and Defendants are all political subdivisions of South Carolina.

16. Venue in this Court is proper because a substantial part of the events giving rise to these claims occurred in Charleston County, South Carolina.

### **FACTUAL ALLEGATIONS**

17. Plaintiffs own an approximately 185-acre parcel of real property between the Wando River and Highway 41 in unincorporated Charleston County bearing TMS No. 540-00-00-019 (the “Property”).

18. In 2021, Plaintiffs’ representatives submitted a Letter of Intent to MPW requesting service and seeking to confirm water and wastewater service availability. This was done in connection with Plaintiffs’ efforts to develop and market the Property.

19. MPW responded to Plaintiff’s Letter of Intent by letter dated January 18, 2022 (the “MPW Response”).

20. The MPW Response confirmed “MPW has sufficient capacity to serve this development” and referenced “an existing MPW wastewater force main on Highway 41” near the Property.

21. However, the MPW Response states Plaintiffs “must comply with the annexation requirements of the Town of Mount Pleasant, South Carolina Ordinances Chapter 51, and the MPW Guidelines for Development before receiving wastewater service.” It goes on to state that “if these [annexation] conditions are met, MPW is willing and able to provide water and wastewater service to this project.”

22. Town Ordinance Section 51.092(A) states that “Annexation into the town is required as a condition prior to the Mount Pleasant Town Waterworks providing sanitary service to any lot, parcel, or piece of land located outside the corporate limits of the Town and contiguous to the Town limits.”

23. MPW’s “Guidelines for Development” document states as follows:

Any property that has wastewater service available and is not within the Town limits of Mount Pleasant, must follow the MPW Water and Sewer Use Resolution 05-2011, Annexation for Sewer Service requirements. MPW will not provide service until notification is received from the Town Planning Department that annexation requirements have been met.

(Guidelines for Development, Sections 3.0.1 (“Service Only Projects”) and 4.0.1 (“System Extension Projects”)).

24. Plaintiffs do not wish to annex into the Town for several reasons including, but not limited to, concern over the Town’s restrictive zoning ordinances, complex land development regulations, multi-family development moratorium (recently extended for a seventh consecutive time), exorbitant development impact fees, building permit allocation system, and other strong development regulations.

25. Plaintiffs would not be subject to the Town's regulations if the Property were not annexed and developed in unincorporated Charleston County.

26. Plaintiffs prefer to stay in unincorporated Charleston County and develop the Property under Charleston County's regulations.

27. Plaintiffs dispute MPW's and the Town's authority to impose an annexation condition on service for two reasons.

28. The first reason is that certain "Merger Agreement" dated July 3, 1989 between the Bulls Bay Rural Community Water District (the "BBRCWD") and MPW (the "Merger Agreement"). ***See, Exhibit A attached hereto and incorporated herein by reference.***

29. BBRCWD was created in 1971 by the General Assembly to provide water and wastewater services in the East Cooper area.

30. The parties entered the Merger Agreement "to provide the most cost-effective water to the East Cooper area of Charleston County and to eliminate the need for duplication of administrative and operational costs." (Section 1).

31. When the Merger Agreement was executed, the Property was located in the BBRCWD service area. At that time, Plaintiffs' immediate predecessor in title (their father James N. Deierlien) was vested with all rights and privileges of any other property owner located in BBRCWD's service area.

32. The Merger Agreement addresses MPW's obligations to serve those located in the BBRCWD service area as follows:

- a. "Mt. Pleasant **shall** provide water and sewer service ... to the customers within the Bulls Bay service area." (Section 4, Paragraph 1.)
- b. Service in the "Combined Water System" shall be "**without discrimination.**" (Section 4, Paragraph 2). "Combined Water System" is

defined as “the water system resulting from the merger of the Bulls Bay Water System and the Mt. Pleasant Water System.” (Section 2.)

- c. Post-merger, “Mt. Pleasant will assume and be responsible for the entire Bulls Bay service area...” (Section 4, Paragraph 6.)
- d. “Mt. Pleasant agrees to implement a system of rates for the use of and connection to the Combined Water System that **makes no distinction between the in-town customer and the out-of-town customer.**” (Section 4, Paragraph 9.)

(Emphasis added.)

33. The above language prohibits MPW from requiring annexation as a condition to providing water and wastewater service. Doing so violates the “discrimination” prohibitions found in Section 4, Paragraphs 2. Moreover, it violates Section 4, Paragraph 9 by treating in-town and out-of-town customers differently.

34. Nowhere does the Merger Agreement authorize MPW to require annexation in exchange for service. The word “annexation” does not appear anywhere in the Merger Agreement.

35. The second reason Plaintiffs disagree with the MPW Response has to do with Charleston County Ordinance Number 2078 (the “County Ordinance”).

36. Section One of the County Ordinance provides that “[w]ithin the unincorporated areas of the County ... it shall be unlawful to deny or condition sewer services to residents of the unincorporated area based on annexation, **if sewer service is available ...**” (Emphasis added.)

37. The MPW Response acknowledges “MPW has sufficient capacity to serve this development” and there is “an existing MPW wastewater force main on Highway 41” next to the Property. Therefore, “sewer service is available” pursuant to the Section One of the County Ordinance.

38. On January 31, 2023, counsel for Plaintiffs responded by letter to the MPW Response, outlining Plaintiffs' position regarding the Merger Agreement and County Ordinance.

39. The letter requested a Letter of Availability eliminating any annexation requirement no later than thirty days.

40. MPW has refused to provide the Letter of Availability eliminating any annexation requirement, thus necessitating the filing of this action.

41. MPW's and the Town's annexation demand has damaged Plaintiffs by devaluing the Property and causing at least one land purchase agreement to fall through.

42. On April 5, 2022, the Town sent Plaintiffs a Letter of Intent to purchase the Property in the amount of twenty million seven hundred and ninety thousand (\$20,790,000.00) dollars (the "Town LOI"). Plaintiffs rejected the Town LOI because it was far below market value.

43. On or about May 3, 2022, Plaintiffs entered into a purchase and sale agreement for the Property with Eisenhower Management SC, Inc. (the "Eisenhower Contract"). The purchase price of the Eisenhower Contract was forty-one million (\$41,000,000.00) dollars. The buyer ended up walking away and not closing on the Property due to the inability to secure water and wastewater service from MPW without annexing into the Town.

44. Neither MPW's Guidelines for Development nor Cost Recovery Policy provide an administrative remedy for challenging the alleged annexation requirement. To the extent any such administrative remedy exists, it would be futile for Plaintiffs to pursue same given MPW's and the Town's immovable commitment to upholding the annexation requirement.



**FOR A FIRST CAUSE OF ACTION**  
**Declaratory Judgment – Merger Agreement**

45. Plaintiffs repeat and reallege all the allegations contained in the previous paragraphs as if they were repeated verbatim herein.

46. For the purpose of determining a question of actual controversy between the parties, Plaintiffs seek a declaration of their rights pursuant to S.C. Code Ann. § 15-53-30.

47. Under S.C. Code Ann. § 15-53-30, a party whose rights, status, or other legal relations are affected by contract, state statute, municipal ordinance, or other instrument may have those rights determined by a declaratory judgment.

48. S.C. Code Ann. § 15-53-70 requires all parties who have or may claim an interest in the declaration to be named as defendants including, but not limited to, all impacted governmental entities. The Defendants are named in this action to comply with S.C. Code Ann. § 15-53-70.

49. Plaintiffs seek a declaration on the following matters:

- a. Plaintiffs have standing to enforce the Merger Agreement as intended third-party beneficiaries. *Touchberry v. City of Florence*, 367 S.E.2d 149, 150 (S.C. 1988).
- b. MPW's and the Town's annexation requirement, generally and as applied to the Property, violates the Merger Agreement, specifically Sections 4, Paragraphs 1, 2, 6, and 9.
- c. Town Ordinance Section 51.092(A) and MPW Guidelines for Development, Sections 3.0.1 and 4.0.1 are unenforceable as to the Property and Plaintiffs.
- d. MPW is obligated to provide water and sewer service to the Property and Plaintiffs without an annexation requirement and without distinction between the in-town-customer and the out-of-town customer.

50. S.C. Code Ann. § 15-53-120 empowers this Court to grant “[f]urther relief ... whenever necessary or proper.”

51. Plaintiffs respectfully request a declaratory judgment from this Court on the aforementioned matters, an Order directing MPW to provide a Letter of Service without an annexation requirement, and all other necessary and appropriate relief.

**FOR A SECOND CAUSE OF ACTION**  
**Declaratory Judgment – County Ordinance**

52. Plaintiffs repeat and reallege all of the allegations contained in the previous paragraphs as if they were repeated verbatim herein.

53. For the purpose of determining a question of actual controversy between the parties, Plaintiffs seek a declaration of their rights pursuant to S.C. Code Ann. § 15-53-30.

54. Under S.C. Code Ann. § 15-53-30, a party whose rights, status, or other legal relations are affected by contract, state statute, municipal ordinance, or other instrument may have those rights determined by a declaratory judgment.

55. S.C. Code Ann. § 15-53-70 requires all parties who have or may claim an interest in the declaration to be named as defendants including, but not limited to, all impacted governmental entities. Defendants are named in this action to comply with S.C. Code Ann. § 15-53-70.

56. Plaintiffs seek a declaration on the following matters:

- a. “Sewer service” is available to the Property pursuant to Section One of the County Ordinance based on, among other things, the MPW Response itself.
- b. Plaintiffs have standing to enforce the County Ordinance pursuant to Section Two, Paragraph Two (“[a]ny person who has been denied sewer services in the unincorporated area ... may petition the Charleston County Court of Common Pleas for the issuance of a temporary or permanent injunction ...”).

- c. The County Ordinance requires MPW to provide water and wastewater service to Plaintiffs without annexation and without distinction between the in-town-customer and the out-of-town customer.

57. S.C. Code Ann. § 15-53-120 empowers this Court to grant “[f]urther relief ... whenever necessary or proper.”

58. Plaintiffs respectfully request a declaratory judgment from this Court on the aforementioned matters, an Order directing MPW to provide a Letter of Service without an annexation requirement, and all other necessary and appropriate relief.

**FOR A THIRD CAUSE OF ACTION**  
**Breach of Contract by Third-Party Beneficiary**  
**Against MPW and the Town**

59. Plaintiffs repeat and reallege all the allegations contained in the previous paragraphs as if they were repeated verbatim herein.

60. The Merger Agreement was made for the benefit of property owners and customers in the BBRCWD as well as their successors in interest, including Plaintiffs.

61. The Merger Agreement requires MPW provide water and wastewater service to property owners and customers in the BBRCWD “without discrimination” and with “no distinction between the in-town customer and the out-of-town customer.”

62. Nowhere in the Merger Agreement does it authorize MPW or the Town to condition water and wastewater service on annexation into the Town.

63. Plaintiffs’ immediate predecessor in title, their father James N. Deierlien, was vested with all rights and privileges of any other property owner located in BBRCWD’s service area at the time the Merger Agreement was executed.

64. Plaintiffs have subsequently inherited the Property.

65. Plaintiffs are the clear, intended third-party beneficiaries of the Merger Agreement. The Merger Agreement was made for the benefit of those owning property in the BBRCWD service area.

66. MPW and the Town have breached the Merger Agreement by refusing to provide water and wastewater service to Plaintiffs, despite the availability of capacity, and conditioning service on annexation into the Town.

67. These breaches have damaged Plaintiffs by, among other things, causing the Eisenhower Contract to fall through and the Property to be substantially devalued.

68. Without water and wastewater service, the market value of the Property is substantially reduced.

69. Annexation into the Town would impose significant development restrictions on the Property including, but not limited to, the Town's restrictive zoning ordinances, complex land development regulations, multi-family development moratorium (recently extended for a seventh consecutive time), exorbitant development impact fees, building permit allocation system, and other strong development regulations.

70. Since the denial of water and wastewater service, interest rates have increased substantially, and development costs have soared. This has further damaged Plaintiffs. Had MPW provided service when requested and as required by the Merger Agreement, the Property would have been sold.

71. Given the foregoing, Plaintiffs respectfully requests this Court award actual, special, and consequential damages as well as costs and attorneys' fees against MPW and the Town.

**FOR A FOURTH CAUSE OF ACTION**  
**Substantive Due Process Violation**

### Against MPW and the Town

72. Plaintiffs repeat and reallege all the allegations contained in the previous paragraphs as if they were repeated verbatim herein.

73. South Carolina's due process clause provides no person “shall . . . be deprived of life, liberty, or property without due process of law.” S.C. Const. art. I, § 3. “The purpose of the substantive due process clause is to prohibit government from engaging in arbitrary or wrongful acts ‘regardless of the fairness of the procedures used to implement them.’” *In re Treatment & Care of Luckabaugh*, 351 S.C. 122, 140, 568 S.E.2d 338, 347 (2002) (citation omitted).

74. Although property owners do not generally have a protected property or contractual interest in receiving wastewater service, Plaintiffs possess such interests in obtaining water and wastewater service from MPW, under these facts and circumstances and without the condition of annexation, based on the Merger Agreement, the local authorizations by MPW and the Town approving same, and the County Ordinance.

75. MPW and the Town arbitrarily and capriciously deprived Plaintiffs of their constitutionally protected property and contractual interests by denying water and wastewater service, despite there being sufficient capacity and the necessary infrastructure adjacent to the Property, unless Plaintiffs agree to annexation of the Property into the Town.

76. Upon information and belief, MPW and the Town have provided water and wastewater service to other property owners over the years without requiring annexation.

77. Upon information and belief, MPW and the Town are requiring annexation of the Property to reduce its market value, materially frustrate its development, and make it easier for the Town to acquire the Property itself. This is evidenced by the Town LOI which is approximately half the price of the Eisenhower Contract.

78. MPW and the Town's conduct falls outside the limits of legitimate conduct based on the Merger Agreement and the County Ordinance.

79. MPW and the Town lacked a rational basis for denying water and wastewater service to Plaintiffs considering the Merger Agreement and the County Ordinance.

80. Given the foregoing, Plaintiffs respectfully requests this Court award actual, special, and consequential damages as well as costs and attorneys' fees against MPW and the Town.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for the following judgment and relief:

- a. A declaration that the Merger Agreement requires MPW to provide water and wastewater service to the Property without annexing into the Town;
- b. A declaration that the County Ordinance requires MPW to provide water and wastewater service to the Property without annexing into the Town;
- c. An Order requiring MPW provide water and wastewater service to the Property without an annexation requirement and without distinction between the in-town-customer and the out-of-town customer;
- d. An award of actual, special, and consequential damages in an amount to be determined at trial;
- e. An award of just and proper equitable relief, as necessary;
- f. Attorneys' fees and costs pursuant to the Merger Agreement and the State Action Statute, S.C. Code Ann. § 15-77-300; and
- g. Such other and further relief as the Court deems just and proper.

[SIGNATURE BLOCK ON NEXT PAGE]

Respectfully submitted,

**McCULLOUGH ▪ KHAN ▪ APPEL**

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**Counsel for Plaintiffs**

April 6, 2023  
Mount Pleasant, South Carolina

STATE OF SOUTH CAROLINA     )  
                                           )  
 COUNTY OF CHARLESTON        )           MERGER AGREEMENT

This MERGER AGREEMENT made and entered into this 3rd day of July, 1989, by and between BULLS BAY RURAL COMMUNITY WATER DISTRICT (hereinafter called "Bulls Bay") and COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MT. PLEASANT (hereinafter called "Mt. Pleasant")

## SECTION ONE

### RECITALS

WHEREAS, Bulls Bay was created in 1971 pursuant to that portion of the Code now known as Section 6-13-10, et seq.; and

WHEREAS, Mt. Pleasant was created in 1934 pursuant to that portion of the Code now known as Section 5-31-10, et seq.; and

WHEREAS, Bulls Bay and Mt. Pleasant each own and operate a water system serving individuals and entities located within and without the corporate boundaries of the Town of Mt. Pleasant; and

WHEREAS, Bulls Bay and Mt. Pleasant are empowered by law to merge their water systems without a referendum; and

WHEREAS, Bulls Bay and Mt. Pleasant agree that, in order to facilitate the orderly growth of the East Cooper area of Charleston County, merger of their respective water systems is necessary, thereby providing benefits to the citizenry of the East Cooper area, such as the elimination of the need for duplication of administrative and operational costs, and the implementation of the most cost-effective mechanism for the operation of a combined water system; and

WHEREAS, Mt. Pleasant and Bulls Bay desire to merge the land, facilities, equipment, supplies and all other property, rights and privileges of the Mt. Pleasant water system and the Bulls Bay water system,

NOW, THEREFORE, in consideration of the mutual covenants of the parties herein contained and other good and valuable consideration passing between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereto have agreed to the following terms and conditions.



## SECTION TWO

### DEFINITIONS

**Bulls Bay** - The Bulls Bay Rural Community Water District, a body corporate and politic organized and existing under the laws of the State of South Carolina.

**Bulls Bay Commission** - The Board of Directors of Bulls Bay.

**Bulls Bay Water System** - The water system currently owned and operated by Bulls Bay, including but not limited to all wells, buildings, water tanks, pumps, pipes, meters, valves, hydrants, underground water lines, all accessories and appurtenant fixtures to water lines and water service equipment; all easements, leases, permits, contract rights and/or rights-of-way for wells, underground water lines, connections and equipment; all apparatus, real property, equipment, water maintenance supplies, business and legal records (including customer accounts), as-built drawings, maps, plats and all other property, equipment, rights and privileges as are a part of the water system, a list of which shall be provided to Mt. Pleasant at least sixty (60) days prior to the Transfer (hereinafter defined).

**Code** - Code of Laws of South Carolina, 1976, as amended.

**Combined Water System** - the water system resulting from the merger of the Bulls Bay Water System and the Mt. Pleasant Water System.

**Mt. Pleasant** - The Commissioners of Public Works of the Town of Mt. Pleasant is a body corporate and politic organized and existing under the laws of the State of South Carolina.

**Mt. Pleasant Commission** - Mt. Pleasant Waterworks and Sewer Commission.

**Mt. Pleasant Water System** - The water system currently owned and operated by Mt. Pleasant.

## SECTION THREE

### MERGER OF WATER SYSTEMS

1. In order to provide the most cost-effective water to the East Cooper area of Charleston County and to eliminate the need for duplication of administrative and operational costs, Bulls Bay and Mt. Pleasant agree to merge their water systems into the Combined Water System. The Combined Water System shall be operated under the name of Mt. Pleasant. The merger shall be completed in the stages as outlined below:

- (a) Town Council of Mount Pleasant shall enact an ordinance expanding the membership of the Mt. Pleasant Commission from three to five members.
- (b) The South Carolina General Assembly (the "General Assembly") shall enact an amendment to Section 5-31-210 of the Code which would permit the expansion of the membership of the Mt. Pleasant Commission from three to five members and permit the newly created positions on the Mt. Pleasant Commission to be filled at a special election.
- (c) The Mt. Pleasant Commission shall enact an Ordinance establishing two non-voting positions on the Mt. Pleasant Commission to be occupied by customers of the Combined Water System. The Bulls Bay Commission shall appoint these two non-voting members during the four years that it remains in existence and shall with the Mt. Pleasant Commission establish the selection procedure to be used after the Bulls Bay Commission ceases to exist. The two non-voting members shall have the same right to participate in the meetings and affairs of Mt. Pleasant as the elected members of the Mt. Pleasant Commission, including, without limitation the right to participate in executive sessions, except that they shall not be entitled to vote on any matters before the Mt. Pleasant Commission.
- (d) The Department of Justice shall give its approval to the expansion of the Mt. Pleasant Commission and the holding of the special election.
- (e) The holding of a special election on or before December 31, 1990 for the Mt. Pleasant Commission and the seating of the two new members resulting in a five-member elected commission.
- (f) At the time of transfer Mt. Pleasant shall pay in full all debts and obligations of Bulls Bay, including all indebtedness to the United States of America Department of Agriculture Farmers Home Administration ("FmHA"), and FmHA shall approve the proposed merger prior to its occurrence. Mt. Pleasant will not be obligated to repay grant funds obtained by Bulls Bay through FmHA, but from and after the transfer must assume the terms and conditions under which any funds were granted.
- (g) The parties shall obtain any governmental approvals and shall satisfy any legislative requirements affecting the transfer of Bull's Bay assets and service area. A listing of those governmental approvals and legislative requirements is attached hereto as Exhibit "A", made a part hereof and incorporated herein by reference.

- (h) Within 7 days after the completion of stages (a) through (g) of the merger outlined above, Bulls Bay shall transfer (the "Transfer") all of its assets with the exception of \$100,000 cash, including the Bulls Bay Water System, to Mt. Pleasant. Mt. Pleasant shall accept the Transfer subject to all easements, rights-of-way and restrictions appearing of record in the RMC Office for Charleston County ("Permitted Encumbrances"). Mt. Pleasant understands and agrees that Bulls Bay makes no representations or warranties as to the condition of any of its assets, including the Bulls Bay Water System, or of any part or portion thereof and Mt. Pleasant shall accept the assets transferred "as is".
- (i) Upon the expiration of not more than four years from the date of the Transfer, the Bulls Bay Commission shall be dissolved and any remaining funds shall be transferred to Mt. Pleasant along with any assets which have been acquired by Bulls Bay during such period. Upon such dissolution, the merger shall be complete.

2. Bulls Bay shall transfer the Bulls Bay Water System to Mt. Pleasant free from all liens, encumbrances and obligations except for Permitted Encumbrances and those contracts and obligations, including prepaid taps, itemized in a list provided to Mt. Pleasant at least sixty (60) days prior to the Transfer. Mt. Pleasant agrees to accept such contracts and obligations, including prepaid taps, and shall receive all the benefits thereunder and agrees to assume and fully perform all obligations imposed thereby. In addition, Mt. Pleasant shall indemnify and hold Bulls Bay, its successors or assigns harmless for any liability incurred by Bulls Bay prior to and up to the date of the Transfer, including, but not limited to, any liability or fines imposed on Bulls Bay by any state or federal regulatory agency.

3. Mt. Pleasant shall bear all costs and expenses of the merger arising prior to or as a result of the Transfer.

#### SECTION FOUR

#### COVENANTS AND WARRANTIES

As the basis for the undertaking on its part herein contained, Mt. Pleasant hereby makes the following covenants and warranties:

1. Mt. Pleasant shall provide water and sewer service, facilities, equipment, distribution systems, water quality and quantity to the customers within the Bulls Bay service area that is at least equal to the water service, facilities, equipment, distribution systems, water quality and quantity currently provided by Bulls Bay.

2. Mt. Pleasant shall provide water and sewer service, facilities, equipment, distribution systems, water quality and quantity to all customers of the Combined Water System without discrimination.

3. All employees of Bulls Bay who desire to be employed by Mt. Pleasant shall be given positions with Mt. Pleasant in accordance with the following guidelines:

- a. At least sixty (60) days prior to the Transfer, Bulls Bay will provide Mt. Pleasant with a list of those employees who desire employment with Mt. Pleasant. The list will include each employee's name, address, age, job position, job description, payroll information and a summary of accrued benefits verified as accurate by John H. Jacques ("Jacques").
- b. At least thirty (30) days prior to the Transfer, Mt. Pleasant will provide Bulls Bay with the job assignments for those Bulls Bay employees who desire employment with Mt. Pleasant and with the appropriate job description, such positions to be comparable in duties to the positions held with Bulls Bay.
- c. The transfer by Bulls Bay employees to Mt. Pleasant will not result in any reduction in the amount of salary currently earned or benefits due to any employee.
- d. All accrued benefits will be transferred for those Bulls Bay employees who transfer to Mt. Pleasant.

4. From and after the date of the Transfer, Jacques shall be employed by Mt. Pleasant as the Water Manager under a negotiated employment agreement, in accordance with the following guidelines:

- a. The employment agreement shall include terms and conditions of employment that are in accordance with, and no less favorable than, the current terms and conditions of his employment, a summary of which is attached hereto as Exhibit B", made a part hereof and incorporated herein by reference.
- b. The employment agreement and the written description of the job to be occupied by Jacques shall be submitted to Jacques not later than sixty (60) days prior to the Transfer and not later than sixty (60) days after the execution of this Agreement.
- c. The employment agreement shall provide that Jacques shall report directly to and be under the immediate supervision of the Manager of Mt. Pleasant.

5. Mt. Pleasant shall continue to plan and implement a water treatment project to provide improved water quality and an adequate future water supply for the present and future customers of the Combined Water System and will obtain the necessary funding required for the construction of said water treatment facilities.

6. At Transfer, Mt. Pleasant will assume and be responsible for the entire Bulls Bay service area and will adhere to all current Bulls Bay plans for the expansion of its water system. A copy of such current plans is attached hereto as Exhibit "C", made a part hereof and incorporated herein by reference.

7. Each party acknowledges and agrees that neither of its water systems is in strict compliance with all state and federal regulations, laws and requirements. Mt. Pleasant agrees to continue efforts already begun by Bulls Bay and Mt. Pleasant to bring their systems into compliance and will maintain and improve the Combined Water System to bring it into compliance with all state and federal regulations, laws and requirements as soon as practicable. Mt. Pleasant further agrees that, when compliance has been achieved, it will operate and maintain the Combined Water System in accordance with state and federal regulations, laws and requirements, and that, if noncompliance occurs in the future, it will remedy the noncompliant condition in accordance with the requirements set out by any state or federal regulatory agency, and shall indemnify and hold Bulls Bay harmless for any liability caused by any noncompliant condition.

8. As long as Bulls Bay remains in existence, Mt. Pleasant agrees to promptly inform Bulls Bay of its plans and any implementing action taken in furtherance of the responsibilities set out in Paragraphs 5, 6 and 7 of this Section.

9. Mt. Pleasant agrees to implement a system of rates for the use of and connection to the Combined Water System that makes no distinction between the in-town customer and the out-of-town customer. Such system of rates may create different classes of users such as commercial or single family residential; however within each class, the rates shall be uniform for both in-town and out-of-town customers. No single family residence receiving water service from Bulls Bay at the time of the Transfer shall be required to pay a connection fee to Mt. Pleasant. Mt. Pleasant has recently completed an independent professional rate study and agrees to update the study no later than ninety (90) days after the execution of this Agreement. The updated study shall accomplish the following tasks:

- a. Develop a structure of rates and charges for all present and future customers of the Combined Water System.



- b. Assess the financial impact of the rates and charges on the Combined Water System on an annual basis.
- c. Estimate the impact and connection fees or other income which may be available to Mt. Pleasant in the future.
- d. Estimate the capital costs required for the conversion to reverse osmosis or other planned system modifications and expansions.

10. As further consideration for the merger of the Mt. Pleasant and Bulls Bay Water Systems, Mt. Pleasant agrees to establish a fund sufficient to pay Five Hundred Fifty and No/100 Dollars (\$550.00) of the impact fee imposed by Mt. Pleasant on behalf of the owners of residences existing and occupied on the date hereof at the time such residences are connected to the Combined Water System; provided that such residences must connect to the Combined Water System within one hundred eighty (180) days after it becomes available to such residence or within ten (10) years from the date of this Agreement, whichever occurs first. A list of these eligible residences should be submitted to Mt. Pleasant within thirty (30) days of the date of execution of this Agreement. This Paragraph shall apply only to single family residences which are existing and occupied on the date of the execution of this Agreement. The fund and the benefits conferred in this Paragraph shall cease to exist at 5:00 p.m. on March 31, 1999.

11. If the amendment to Section 5-31-210 of the Code to be enacted by the General Assembly and described in Paragraph 4(b) of Section Three hereof is held to be unconstitutional special legislation by the Supreme Court or Court of Appeals of South Carolina, Mt. Pleasant agrees to use its best efforts to have the General Assembly adopt legislation increasing the number of voting members of all boards of commissioners of public works in the State of South Carolina from three to five members.

12. Unless circumstances arise which are not foreseen at this time and which might require Mt. Pleasant to increase its charges for water service above the level now contemplated, it is the intent of Mt. Pleasant to implement a system of rates and charges which will result in rates for water service to existing customers of Bulls Bay remaining at or below the level of rates being charged by Bulls Bay at the time of signing this Agreement for a period of five (5) years after the date of this Agreement.

## SECTION FIVE

### ENFORCEMENT OF COVENANTS AND WARRANTIES

1. Mt. Pleasant understands and agrees that its obligations under this Agreement are unique, and that if it should default in the performance of its obligations hereunder, that

it would be extremely impracticable to measure the resulting damages; accordingly, Bulls Bay, in addition to any other available rights or remedies may sue in equity for specific performance, and Mt. Pleasant expressly waives the defense that a remedy in damages will be adequate.

2. In any action arising out of Paragraph 1 hereinabove, the prevailing party shall be entitled to recover its costs, including reasonable attorneys fee.

## **SECTION SIX**

### **NEW DEVELOPMENTS**

1. The parties agree that, prior to the Transfer, developments within the Town of Mt. Pleasant as its boundaries existed as of January 1, 1988 will tie into the Mt. Pleasant Water System and developments outside the Town of Mt. Pleasant will tie into the Bulls Bay Water System. Mt. Pleasant will not tie into its water system and developments outside of the Town of Mt. Pleasant without the prior written consent of Bulls Bay. Bulls Bay will not tie into its water system any developments within the Town of Mt. Pleasant without the prior written consent of Mt. Pleasant. Each party agrees that it shall take no action to encourage customers of the other to leave the other's water system, to promote any customer dissatisfaction with the other or to interfere in any manner with the operations of the other's water system.

2. Each party agrees that any water service which it provides pursuant to Paragraph 1 of this Section, shall not establish its legal right to provide service to such area in the event that this Agreement is terminated and the parties commence litigation to determine entitlement to service areas.

3. In order to eliminate the possibility of detriment to the customers of the Combined Water System caused by any delay in the completion of the merger herein contemplated, Bulls Bay agrees that it will adopt as its impact fee schedule, effective July 1, 1989, the impact fee schedule which Mt. Pleasant has adopted and which also goes into effect on July 1, 1989.

## **SECTION SEVEN**

### **EXCLUSIVE SERVICE AREA AGREEMENT**

On the date of the Transfer, Bulls Bay and Mt. Pleasant agree to execute an Exclusive Service Area Agreement granting to Mt. Pleasant the exclusive right to provide water service in the Bulls Bay service area.

## SECTION EIGHT

### REPAIR AND UPKEEP OF PROPERTY

During the period from the signing of this Agreement to the date of the Transfer, Bulls Bay agrees to keep the Bulls Bay Water System in repair and in as good condition as same may be upon the execution of this Agreement and further agrees that it will not sell, abandon or liquidate any fixed assets without the prior written consent of Mt. Pleasant.

## SECTION NINE

### CONDUCT OF BUSINESS

Bulls Bay will conduct its business up to the date of Transfer in substantially the same manner as it has been conducted in the past. Bulls Bay will not incur any debt other than in the ordinary course of business and will not enter into any contract, which is not terminable at will without penalty or undertake any capital improvement or purchase other than as a result of an emergency in excess of Five Thousand and No/100 Dollars (\$5,000.00) without the prior written consent of Mt. Pleasant.

## SECTION TEN

### BINDING EFFECT

By their execution of this Agreement, the undersigned hereby certify that each of them has the necessary authority to execute this document on behalf of their respective Commission and that this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

## SECTION ELEVEN

### ASSIGNMENT

Neither this Agreement nor any right hereunder may be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

## SECTION TWELVE

### GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of South Carolina.



### **SECTION THIRTEEN**

#### **SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provision of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

### **SECTION FOURTEEN**

#### **SURVIVAL**

All representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive the Transfer. Mt. Pleasant agrees that upon the dissolution of Bulls Bay, any one or more of the commissioners of Bulls Bay at the time of its dissolution shall have the right to enforce Mt. Pleasant's representations, warranties, covenants and agreements contained herein.

### **SECTION FIFTEEN**

#### **DEFAULT**

1. If all of the stages required to be taken or completed prior to the Transfer are not taken or completed prior to December 31, 1990, then this Agreement may, at Bulls Bay's option, be terminated at once, without notice.

2. If either Bulls Bay or Mt. Pleasant shall breach any of its obligations hereunder, the nonbreaching party, after giving twenty (20) days' notice and opportunity to cure such breach, may at its option, terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers, all on the day and year first hereinabove written.

WITNESSES:

BULLS BAY RURAL COMMUNITY WATER DISTRICT (SEAL)

[Signature]  
[Signature]

By Jervey D. Royall  
Jervey D. Royall,  
Chairman

By Donald E. Spoonheim  
Donald E. Spoonheim,  
Secretary

By Issac Grant  
Issac Grant,  
Commissioner

By Reese I. Joye, Jr.  
Reese I. Joye, Jr.,  
Commissioner

By Ronald S. Gold  
Ronald S. Gold,  
Commissioner

COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MT. PLEASANT (SEAL)

Clay Luffin  
David G. Jiz

By William L. Golightly, Jr.  
William L. Golightly, Jr.,  
Ph.D., Chairman

By Charles H. Hindman  
Charles H. Hindman,  
Commissioner

By Harmon I. Shade  
Harmon I. Shade,  
Commissioner

EXHIBIT A

Governmental approval and legislative requirements affecting the transfer of Bulls Bay's assets:

1. Approval of the expansion of the Mt. Pleasant Commission and the holding of the special election must be approved by the Department of Justice.

## EXHIBIT B

Summary of current terms and conditions of John Jacques' employment with Bulls Bay:

|                                     |                                                                 |
|-------------------------------------|-----------------------------------------------------------------|
| Contract -                          | 5 year term.                                                    |
| Salary -                            | \$48,000.00 per year.                                           |
| Merit Raises -                      | Available every six (6) months.                                 |
| Cost of Living Raises -             | Every six (6) months.                                           |
| Vehicle -                           | Reimbursed for use of vehicle                                   |
| Travel, Meals, Entertainment -      | Reimbursed for reasonable expenses while on Bulls Bay business. |
| Health & Accident Insurance -       | Blue Cross/Blue Shield                                          |
| Professional dues and Conventions - | Paid by Bulls Bay                                               |
| Vacation -                          | Four (4) weeks Paid Vacation                                    |

DATE: 07/03/89

MOUNT PLEASANT WATERWORKS AND SEWER COMMISSION  
CAPITAL BUDGET

| CAPITAL PROJECT TITLE | COMMISSION APPROPRIATION | EXPENSES THUR 6/30/89 | EXPENSES FY 1990 | EXPENSES FY 1991 | EXPENSES FY 1992 | EXPENSES FY 1993 | IMPACT FEE | GENERAL REVENUE DEPRECIATION | NOTES | GRANTS | BONDS | SPECIAL FEES | INVEST. INCOME | TOTAL EXPENSES |
|-----------------------|--------------------------|-----------------------|------------------|------------------|------------------|------------------|------------|------------------------------|-------|--------|-------|--------------|----------------|----------------|
|-----------------------|--------------------------|-----------------------|------------------|------------------|------------------|------------------|------------|------------------------------|-------|--------|-------|--------------|----------------|----------------|

|                             |              |           |             |           |           |           |     |           |     |          |             |           |           |             |
|-----------------------------|--------------|-----------|-------------|-----------|-----------|-----------|-----|-----------|-----|----------|-------------|-----------|-----------|-------------|
| 1 WATER BONDS (1989)        | \$7,000,000  | \$0       | \$0         | \$0       | \$0       | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$0         |
| A R.O. WaterPit #1          | \$0          | \$0       | \$1,503,000 | \$0       | \$0       | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$0         |
| B R.O. WaterPit #2          | \$0          | \$0       | \$2,133,000 | \$0       | \$0       | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$0         |
| C R.O. WaterPit #3          | \$0          | \$0       | \$3,813,285 | \$0       | \$0       | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$0         |
| D ENGINEERING               | \$0          | \$0       | \$895,000   | \$0       | \$0       | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$0         |
| 4 Elevated Water Tank       | \$190,000    | \$258,856 | \$231,144   | \$0       | \$0       | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$231,144   |
| 5 MASTER PLAN STUDY         | \$50,000     | \$0       | \$50,000    | \$0       | \$0       | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$50,000    |
| 6 TANK PAINTING&MAINT. CONT | \$73,700     | \$0       | \$73,700    | \$12,000  | \$0       | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$73,700    |
| 7 BULLS BAY TIE-IN          | \$50,000     | \$0       | \$50,000    | \$0       | \$0       | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$50,000    |
| 8 AUTOCAD MAPPING           | \$25,000     | \$0       | \$0         | \$25,000  | \$0       | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$25,000    |
| 9 R.B. PHASE 5A             | \$130,000    | \$0       | \$130,000   | \$0       | \$0       | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$130,000   |
| 10 R.B. PHASE 6             | \$270,000    | \$0       | \$0         | \$270,000 | \$250,000 | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$270,000   |
| 11 R.B. PHASE 7             | \$255,000    | \$0       | \$0         | \$20,000  | \$235,000 | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$255,000   |
| 12 R.B. PHASE 8             | \$130,000    | \$0       | \$0         | \$0       | \$10,000  | \$120,000 | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$130,000   |
| 13 CAPACITY USE UPDATE      | \$10,000     | \$0       | \$10,000    | \$0       | \$0       | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$10,000    |
| 14 BELLE HALL WATER LOOP    | \$100,000    | \$18,154  | \$0         | \$0       | \$0       | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$100,000   |
| 15 SHALLOW WELL REMOVAL     | \$30,000     | \$0       | \$0         | \$30,000  | \$0       | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$30,000    |
| 16 REMOVE FUEL TANKS        | \$15,000     | \$0       | \$15,000    | \$0       | \$0       | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$15,000    |
| 17 R.B. RELOC.(1-526)       | \$150,000    | \$0       | \$150,000   | \$0       | \$0       | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$150,000   |
| 18 WATER RELOC.(17)87PASS   | \$71,390     | \$11,390  | \$60,000    | \$0       | \$0       | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$71,390    |
| 19 MISC. WATER LINES        | \$10,000     | \$0       | \$10,000    | \$0       | \$0       | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$10,000    |
| 20 FIRE HYDRANTS            | \$48,000     | \$11,750  | \$10,000    | \$10,000  | \$10,000  | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$48,000    |
| 21 LAB RENOVATION           | \$3,000      | \$0       | \$3,000     | \$0       | \$0       | \$0       | \$0 | \$0       | \$0 | \$0      | \$0         | \$0       | \$0       | \$3,000     |
| SUBTOTAL                    | \$10,311,090 | \$300,150 | \$9,437,129 | \$117,000 | \$505,000 | \$120,000 | \$0 | \$161,700 | \$0 | \$84,400 | \$6,923,713 | \$510,600 | \$879,000 | \$9,437,129 |

|                                |             |             |     |     |     |     |     |     |     |       |          |           |     |           |
|--------------------------------|-------------|-------------|-----|-----|-----|-----|-----|-----|-----|-------|----------|-----------|-----|-----------|
| FT-89 UNCOMMITTED FUNDS        | \$1,256,482 | \$0         | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0   | \$0      | \$0       | \$0 | \$0       |
| ESTIMATED FY-90 REVENUE        | \$200,000   | \$18,000    | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0   | \$0      | \$0       | \$0 | \$0       |
| ESTIMATED TOTAL FY-90 FUNDS    | \$1,456,482 | \$18,000    | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0   | \$0      | \$0       | \$0 | \$0       |
| FT-90 COMMITTED PROJECTS       | \$877,686   | \$161,700   | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0   | \$0      | \$0       | \$0 | \$0       |
| FT-90 UNCOMMITTED FUNDS BAL.   | \$532,796   | (\$163,700) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0   | \$0      | \$0       | \$0 | \$0       |
| FT-90 CAPITAL BUDGET ADMIN.    | (\$1,954)   | (\$355)     | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0   | \$0      | \$0       | \$0 | \$0       |
| GENERAL WATER REVENUE          | \$367,500   | \$144,055   | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$177 | \$15,270 | \$505,600 | \$0 | \$159,502 |
| ESTIMATED NET CARRY OVER FY-91 | \$898,312   | \$0         | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0   | \$0      | \$0       | \$0 | \$898,312 |

\*. 751 OF WATER TANK FROM GENERAL WATER REVENUE (COMMITTED FY-89)  
 \*\*. BULLS BAY GENERAL WATER REVENUE  
 \*\*\*. GENERAL WATER REVENUE FUNDS (COMMITTED FY-90)

# MOUNT PLEASANT WATERWORKS AND SEWER COMMISSION



-W-9-

PROJECT TITLE BULLS BAY PHASE 5A

New Project: Yes  
 Prior Budget: -0-  
 Current Status: Preliminary Design Complete  
 Funding Source: Special Fees and Bulls Bay General Revenue

## PROJECT DESCRIPTION

Provide water service to White Hall, Copahoe View, Philips, & (160 houses) Hamlin Beach Road.

Hamlin

PHILIPS

9000' 12" New

12" BR existing + 12" Hamlin

RIFLE RANGE RD.  
 HAMLIN BEACH ROAD  
 88' main

17' main

12" BR existing 4000' 12" WHITE HALL

-6-M-

Copahoe View

| EXPENSE CATEGORY       | Estimated Project Cost | Current Commission Approval | Estimated Exp. thru FY 1989 | Funding Request FY90 | Total Commission Appropriation | Projected Expenditures |      |      |      |
|------------------------|------------------------|-----------------------------|-----------------------------|----------------------|--------------------------------|------------------------|------|------|------|
|                        |                        |                             |                             |                      |                                | FY 91                  | FY92 | FY93 | FY94 |
| ENGINEERING            | 30,000.00              |                             |                             | 30,000.00            | 30,000.00                      |                        |      |      |      |
| CONSTRUCTION CONTRACTS |                        |                             |                             |                      |                                |                        |      |      |      |
| LABOR                  | 129,000.00             |                             |                             | 129,000.00           | 129,000.00                     |                        |      |      |      |
| MATERIALS              | 271,000.00             |                             |                             | 271,000.00           | 271,000.00                     |                        |      |      |      |
| LAND/EASEMENTS         |                        |                             |                             |                      |                                |                        |      |      |      |
| LEGAL                  |                        |                             |                             |                      |                                |                        |      |      |      |
| CONTINGENCY            |                        |                             |                             |                      |                                |                        |      |      |      |
| TOTAL                  | 00,000.00              |                             |                             |                      |                                |                        |      |      |      |

## MOUNT PLEASANT WATERWORKS AND SEWER COMMISSION



-W-10-

PROJECT TITLE  
BULLS BAY PHASE 6

New Project: Yes

Prior Budget: -0-

Current Status: Planning

Funding Source: General Revenues + \$165.00 Impact Fee + \$300.00 Connection

## PROJECT DESCRIPTION

Provide water service on six roads between Whitehall Chandler Road (183 homes).

1. Gadsenville Road 4000' - 8" - 45 homes
2. Robbie Glover Road 1550' - 2" - 3 homes
3. Beehive Road 4000' - 8" - 45 homes
4. Theodore Lucien Road 4500' - 6" - 30 homes
5. Fred Ravenel Road 1000' - 2" - 4 homes
6. Tommy Road 500' - 2" - 5 homes
7. Hwy 17 8000' - 12" - 51 homes

-01-M-

| EXPENSE CATEGORY       | Estimated Project Cost | Current Commission Approval | Estimated Exp. thru FY 1989 | Funding Request FY90 | Total Commission Appropriation | Projected Expenditures |            |      |      |
|------------------------|------------------------|-----------------------------|-----------------------------|----------------------|--------------------------------|------------------------|------------|------|------|
|                        |                        |                             |                             |                      |                                | FY 91                  | FY92       | FY93 | FY94 |
| ENGINEERING            | 20,000.00              |                             |                             |                      |                                | 20,000.00              |            |      |      |
| CONSTRUCTION CONTRACTS | 250,000.00             |                             |                             |                      |                                |                        | 250,000.00 |      |      |
| LABOR                  |                        |                             |                             |                      |                                |                        |            |      |      |
| MATERIALS              |                        |                             |                             |                      |                                |                        |            |      |      |
| LAND/EASEMENTS         |                        |                             |                             |                      |                                |                        |            |      |      |
| LEGAL                  |                        |                             |                             |                      |                                |                        |            |      |      |
| CONTINGENCY            |                        |                             |                             |                      |                                |                        |            |      |      |
| TOTAL                  | 270,000.00             |                             |                             |                      |                                | 20,000.00              | 250,000.00 |      |      |

MOUNT PLEASANT WATERWORKS AND SEWER COMMISSION



-W-11-  
BULLS BAY PHASE 7

|                                                                                                                                                                              |            |                                                                                                                                                                    |                             |                                                  |                      |                                |                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------------------------------------------|----------------------|--------------------------------|------------------------|
| <b>PROJECT TITLE</b><br><br>New Project: Yes<br>Prior Budget: -0-<br>Current Status: Planning<br>Funding Source: General Revenues<br>\$165 Impact Fee + \$300 Connection Fee |            | Commonwealth<br>8500' - 6" & 8" - 80 lots (31 homes)<br>Alston Point<br>6400' - 6" & 8" - 24 lots (3 homes)<br>Highway 17 to Commonwealth<br>8500' - 12" - 0 homes |                             | 105 x 165.00 = (17,325.00 S.F.) (217,675 Impact) |                      |                                |                        |
| <b>PROJECT DESCRIPTION</b><br><br>Provide water service to Commonwealth, Alston Point.<br>*Project contingent on Darrell Creek.*                                             |            | Estimated Project Cost                                                                                                                                             | Current Commission Approval | Estimated Exp. thru FY 1989                      | Funding Request FY90 | Total Commission Appropriation | Projected Expenditures |
| EXPENSE CATEGORY                                                                                                                                                             |            |                                                                                                                                                                    |                             |                                                  |                      |                                | FY 91 FY92 FY93 FY94   |
| ENGINEERING                                                                                                                                                                  | 20,000.00  |                                                                                                                                                                    |                             |                                                  |                      | 20,000.00                      |                        |
| CONSTRUCTION CONTRACTS                                                                                                                                                       | 235,000.00 |                                                                                                                                                                    |                             |                                                  |                      | 235,000.00                     |                        |
| LABOR                                                                                                                                                                        |            |                                                                                                                                                                    |                             |                                                  |                      |                                |                        |
| MATERIALS                                                                                                                                                                    |            |                                                                                                                                                                    |                             |                                                  |                      |                                |                        |
| LAND/EASEMENTS                                                                                                                                                               |            |                                                                                                                                                                    |                             |                                                  |                      |                                |                        |
| LEGAL                                                                                                                                                                        |            |                                                                                                                                                                    |                             |                                                  |                      |                                |                        |
| CONTINGENCY                                                                                                                                                                  |            |                                                                                                                                                                    |                             |                                                  |                      |                                |                        |
| TOTAL                                                                                                                                                                        | 255,000.00 |                                                                                                                                                                    |                             |                                                  |                      | 20,000.00 235,000.00           |                        |



## MOUNT PLEASANT WATERWORKS AND SEWER COMMISSION



-W-12-

## PROJECT TITLE BULLS BAY PHASE 8

New Project: Yes  
 Prior Budget: -0-  
 Current Status: Planning  
 Funding Source: General Revenue + \$165 Impact Fee  
 + \$300 Connection Fee

Chandler Road  
 7400' - 12" - 16 homes  
 Richard Green Road  
 2100' - 6" - 9 homes

## PROJECT DESCRIPTION

Provide water service to Chandler Road and Richard Green Road. Project contingent on Paradise Island participation.

| EXPENSE CATEGORY       | Estimated Project Cost | Current Commission Approval | Estimated Exp. thru FY 1989 | Funding Request FY90 | Total Commission Appropriation | Projected Expenditures |           |            |      |
|------------------------|------------------------|-----------------------------|-----------------------------|----------------------|--------------------------------|------------------------|-----------|------------|------|
|                        |                        |                             |                             |                      |                                | FY 91                  | FY92      | FY93       | FY94 |
| ENGINEERING            | 10,000.00              |                             |                             |                      |                                |                        | 10,000.00 |            |      |
| CONSTRUCTION CONTRACTS | 120,000.00             |                             |                             |                      |                                |                        |           | 120,000.00 |      |
| LABOR                  |                        |                             |                             |                      |                                |                        |           |            |      |
| MATERIALS              |                        |                             |                             |                      |                                |                        |           |            |      |
| LAND/EASEMENTS         |                        |                             |                             |                      |                                |                        |           |            |      |
| LEGAL                  |                        |                             |                             |                      |                                |                        |           |            |      |
| CONTINGENCY            |                        |                             |                             |                      |                                |                        |           |            |      |
| TOTAL                  | 130,000.00             |                             |                             |                      |                                |                        | 10,000.00 | 120,000.00 |      |

-W-12-