



# **REGULAR AGENDA**

**OF**

**August 21, 2017**





**CITY OF NORTH AUGUSTA**

**AGENDA: REGULAR CITY COUNCIL MEETING**

**August 21, 2017 – Municipal Center – 100 Georgia Avenue, 3rd Floor – 7:00 P.M.**

**CITIZEN COMMENTS:** Citizens may speak to Mayor and City Council on each item listed on this agenda. Mayor Pettit will call for your comments prior to City Council discussing the matter. When speaking to Council, please step up to the microphone, give your full name and address, and direct your remarks to Mayor Pettit.

**CITIZEN ASSISTANCE:** Individuals needing special assistance or sign interpreter to participate in the meeting, please notify the Administration Department 48 hours prior to the meeting.

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **APPROVAL OF MINUTES:** Regular and study session meeting minutes of August 7, 2017

**UNFINISHED BUSINESS**

5. **EASEMENT:** Granting Easements to South Carolina Electric and Gas Company for Placement of Facilities Related to the Construction of Riverside Village at Hammond's Ferry – Ordinance, No. 2017-08, Third and Final Reading

**NEW BUSINESS**

6. **BOARDS AND COMMISSIONS:** Appointments – Recommendation by Mayor
7. **CITY CODE:** Amending Section 16-76 of the Code of Laws for the City of North Augusta
  - A. Ordinance 2017-09, First Reading
  - B. Ordinance 2017-09, Second Reading
8. **FREEDOM OF INFORMATION ACT REQUESTS:** Establishing a Fee Schedule for Services Required to Fulfill Freedom of Information Act Requests – Resolution 2017-34
9. **PLANNING:** Establishing the Department of Planning and Development
  - A. Ordinance 2017-10, First Reading
  - B. Ordinance 2017-10, Second Reading
10. **PUBLIC SERVICES:** Authorizing a Water Tank Lease Agreement Between the City of North Augusta and Edgefield County Water and Sewer Authority for the Five Notch Road Water Tank – Resolution 2017-35
11. **UTILITIES/AGREEMENT:** Authorizing the City to enter into an Agreement with South Carolina Electric and Gas and Aiken Electric Cooperative, Inc. related to Electric Service Rights of the Two Providers within the City – Resolution 2017-36
12. **PRESENTATIONS/COMMUNICATIONS/RECOGNITION OF VISITORS:**
  - A. Citizen Comments: At this time, citizens may speak to Mayor and City Council regarding matters not listed on the agenda.
  - B. Council Comments
13. **ADJOURNMENT:**

Interoffice Memorandum



TO: Mayor and City Council  
FROM: B. Todd Glover, City Administrator  
DATE: August 18, 2017  
SUBJECT: Regular City Council Meeting of August 21, 2017

**REGULAR COUNCIL MEETING**

**ITEM 5. EASEMENT: Granting Easements to South Carolina Electric and Gas Company for Placement of Facilities Related to the Construction of Riverside Village at Hammond's Ferry – Ordinance No. 2017-08, Third and Final Reading**

An ordinance has been prepared for Council's consideration on third and final reading to grant easements to South Carolina Electric and Gas Company for placement of facilities related to the construction of Riverside Village at Hammond's Ferry.

Please see the minutes of August 7, 2017 for the proposed ordinance.

**ITEM 6. BOARDS AND COMMISSIONS: Appointments  
– Recommendation by Mayor**

Mayor Pettit wishes to recommend the appointment of the citizens listed below to the respective boards and commissions. Council concurrence is requested.

<u>Name</u>	<u>Term Expires</u>	<u>New/Reappointment</u>
<u>Municipal Election Commission</u>		
Verlon McDowell	1/31/23	Reappointment
<u>Board of Zoning Appeals</u>		
Kevin Skaggs	1/31/20	New
		Unexpired Term of Bob Pettit
Jim Newman	1/31/21	Reappointment
Kathie Stallworth	1/31/21	Reappointment

August 21, 2017

Parks, Recreation, and Tourism Commission

Joe Bickley

1/31/21

Reappointment

**ITEM 7. CITY CODE: Amending Section 16-76 of the Code of Laws for the City of North Augusta – Ordinance No. 2017-09**

**A. Ordinance, First Reading**

An ordinance has been prepared for Council's consideration on first reading amending Section 16-76 of the Code of Laws for the City of North Augusta.

Please see [ATTACHMENT NO. 7-A](#) for a copy of the proposed ordinance.

**B. Ordinance, Second Reading**

Pending Council's passage of the ordinance on first reading, it is submitted for Council's consideration on second reading.

**ITEM 8. FREEDOM OF INFORMATION ACT REQUESTS: Establishing a Fee Schedule for Services Required to Fulfill Freedom of Information Act Requests – Resolution 2017-34**

A resolution has been prepared for Council's consideration establishing a fee schedule for services required to fulfill freedom of information act requests.

Please see [ATTACHMENT NO. 8](#) for a copy of the proposed resolution.

**ITEM 9. PLANNING: Establishing the Department of Planning and Development – Ordinance No. 2017-10**

**A. Ordinance, First Reading**

An ordinance has been prepared for Council's consideration on first reading establishing the Department of Planning and Development.

Please see [ATTACHMENT NO. 9-A](#) for a copy of the proposed ordinance.

**B. Ordinance, Second Reading**

Pending Council's passage of the ordinance on first reading, it is submitted for Council's consideration on second reading.

August 21, 2017

**ITEM 10. PUBLIC SERVICES: Authorizing a Water Tank Lease Agreement Between the City of North Augusta and Edgefield County Water and Sewer Authority for the Five Notch Road Water Tank – Resolution 2017-35**

A resolution has been prepared for Council's consideration authorizing the City of North Augusta to enter into a water tank lease agreement between the City of North Augusta and Edgefield County Water and Sewer Authority.

Please see **ATTACHMENT NO. 10** for a copy of the proposed resolution, agreement, and additional info.

**ITEM 11. UTILITIES/AGREEMENT: Authorizing the City to enter into an Agreement with South Carolina Electric and Gas and Aiken Electric Cooperative, Inc. related to Electric Service Rights of the Two Providers within the City – Resolution 2017-36**

A resolution has been prepared for Council's consideration authorizing the City of North Augusta to enter into an agreement with South Carolina Electric and Gas and Aiken Electric Cooperative, Inc. related to electric service rights of the two providers within the City.

Please see **ATTACHMENT NO. 11** for a copy of the proposed resolution and agreement.

ATTACHMENT 7

ORDINANCE NO. 2017-09  
AN ORDINANCE AMENDING SECTION 16-76 OF THE CODE OF LAWS FOR THE  
CITY OF NORTH AUGUSTA.

WHEREAS, Section 16-76 of the Code of Laws for the City of North Augusta has as its title, "Molesting Adults and Children"; and,

WHEREAS, such ordinance was adopted prior to the 1956 City Code; and,

WHEREAS, such ordinance relates to disturbing and harassing of parties, but does not relate to any type of 'sexual crime'; and,

WHEREAS, although the title used refers to "molesting" and does not refer to any "sexual violation" in the present day, the title is misleading; and,

WHEREAS, the prohibited acts as specifically described in the ordinance should continue to be prohibited; and,

WHEREAS, Mayor and City Council have determined that it is appropriate that the title to said ordinance be amended to avoid any misunderstandings as to the violations prohibited by the act.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, in meeting duly assembled and by the authority thereof, that:

1. Section 16-76 entitled molesting adults and children is hereby amended by changing the title to now read "Disturbing or Interfering with Adults or Children."
2. The body of said Ordinance consisting of subparagraphs (a), (b), (c), and (d) remain as currently appearing in the Code of Laws.
3. This Ordinance shall become effective immediately upon its adoption on third and final reading.
4. All Ordinances or parts of Ordinances in conflict herewith or to the extent of such conflict are hereby repealed.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS \_\_\_\_ DAY OF SEPTEMBER, 2017.

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

THIRD READING: \_\_\_\_\_

\_\_\_\_\_  
ROBERT A. PETTIT, MAYOR

ATTEST:

\_\_\_\_\_  
DONNA B. YOUNG, CITY CLERK

ATTACHMENT 8

RESOLUTION NO. 2017-34

A RESOLUTION TO ESTABLISH A FEE SCHEDULE FOR SERVICES REQUIRED TO FULFILL FREEDOM OF INFORMATION ACT REQUESTS

WHEREAS, the South Carolina Code of Laws Title 30, Chapter 15, referred to as the Freedom of Information Act (FOIA), provides access to records of public bodies; and,

WHEREAS, the act has recently been amended and includes a requirement that public bodies develop a schedule of fees for the fulfilling of FOIA requests, including the fees for searching, retrieving, redacting and copying records; and,

WHEREAS, the revision further provides that the copy rate is not to exceed the prevailing commercial rate for producing copies and further specifies that the rates charged for searching, retrieving, and redacting records shall not exceed the hourly wage of the lowest paid employee on the public body staff who has the skill and training to fulfill the request; and,

WHEREAS, the City, in compliance with such requirement to develop a rate schedule, has determined that the attachment hereto, identified as "Freedom of Information Request for Public Records Fee Schedule", is appropriate and complies with the requirements of the changes to the law.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina in meeting duly assembled and by the authority thereof, adopts the attached Exhibit A, entitled "Freedom of Information Request for Public Records Fee Schedule" and deems the same to be the schedule to be utilized by the City for fulfilling FOIA requests.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS THE 21ST DAY OF AUGUST, 2017.

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Robert A. Pettit, Mayor

ATTEST:

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Donna B. Young, City Clerk



EXHIBIT A



FREEDOM OF INFORMATION REQUEST FOR PUBLIC RECORDS

FEE SCHEDULE

FOIA ACTIVITY ..... ASSOCIATED CHARGES

Search/Retrieval Time

- First 15 minutes ..... No Charge
• Every additional 30 minutes ..... \$8.00 per every 30 minutes

Search Requiring Other Than Normal Clerical Retrieval

The cost for such search/retrieval will be based upon the hourly wage of the employee who has the skill and training required to fulfill the request.

Black & White Copies

Size 8 1/2" x 11" and/or legal ..... 15¢ per page
Size 11" x 17" ..... 15¢ per page

Color Copies ..... 20¢ per page

Digital Copy on CD ..... \$5.00 each

Digital Video Copy of DVD ..... \$10.00 each

Standard Maps/Plots

- Up to 11" x 17" size ..... 50¢ per copy
• Anything over 11" x 17" ..... \$10.00 per copy

Microfiche/Microfilm Copies ..... 10¢ each

CD/DVD ..... \$1.00 each

Flash Drive/Thumb Drive ..... \$12.00 each

Other documents provided that are not identified above, shall be provided as follows:

..... minimum of 50¢ per copy
or billed at the actual cost to the City

ATTACHMENT 9-A

ORDINANCE NO. 2017-10  
AN ORDINANCE ESTABLISHING THE DEPARTMENT OF PLANNING AND  
DEVELOPMENT

WHEREAS, although the City has, consistent with the general laws of this State, conducted planning responsibilities within the City and has City Employees devoted specifically to planning; and,

WHEREAS, the City has not previously formally established the Department of Planning by ordinance; and,

WHEREAS, Mayor and City Council desire to formally and officially establish the Department of Planning and Development and have said Department be included under Chapter 2 of the City Code.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, in meeting duly assembled and by the authority thereof, that the Municipal Code for the City of North Augusta is hereby amended by including the following as a portion of said Code:

**ARTICLE "XII". Department of Planning and Development; Director of Department of Planning and Development; duties of department and director.**

**Sec. 2-270. Establishment of Department of Planning and Development; Purpose.**

There shall be a department of planning and development. The department shall provide advice and technical expertise to citizens, elected officials, appointed boards and commissions, and city departments assisting in understanding and addressing key community issues and priorities. The department shall encourage sound and ethical planning principles that promote rational, economical and environmentally efficient use of land allowing North Augusta to grow in a manner consistent with the goals of the community.

**Sec. 2-271. Establishment of office and appointment of Director.**

There shall be an officer of the city known as the Director of Planning and Development who shall be appointed by the mayor, upon recommendation of the City Administrator.

**Sec. 2-271. Control and management of department.**

The director shall be responsible for the administration and management of the department and shall report directly to the city administrator in connection with such administrative duties.

**Sec. 2-272. Duties of department of planning and development and director generally.**

The department under the direction of the director shall:

- (1) Develop, maintain and implement the North Augusta Comprehensive Plan.
- (2) Manage all applications for land subdivision and development within the City limits, Develop, maintain and implement the North Augusta Development Code.
- (3) Maintain the Official Zoning Map, respond to day to day community zoning inquiries and manage the Map amendment process.
- (4) Compile and analyze population, housing, employment and other data from the U.S. Census and state and local resources.
- (5) Solicit, analyze and publish information related to urban planning and land use topics.

**Sec. 2-273. Staffing Planning Commission and Board of Zoning Appeals.**

The department provides staff support to the Planning Commission and the Board of Zoning Appeals.

**Sec. 2-274. Approval Authority During Times of Absence of Planning Director.**

- (1) The Planning Director is specifically authorized to designate a person to exercise the authority of the Planning Director at times when the Planning Director is unavailable as a result of physical absence from the office. In order for such designation of authority to be effective, the Planning Director would need to provide written authorization, setting forth the specific dates that the designee would have such authority.
- (2) In the event of the vacancy in the position of Planning Director, the City Administrator is authorized to designate a person to exercise the authority of the Planning Director. In order for such designation of authority to be effective, the City Administrator would need to provide written authorization, setting forth the specific dates that the designee would have such authority.

This Ordinance shall become effective immediately upon its adoption on third and final reading.

All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, are hereby repealed.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF  
NORTH AUGUSTA, SOUTH CAROLINA, ON THIS \_\_\_\_ DAY OF SEPTEMBER, 2017.

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

THIRD READING: \_\_\_\_\_

\_\_\_\_\_  
ROBERT A. PETTIT, MAYOR

ATTEST:

\_\_\_\_\_  
DONNA B. YOUNG, CITY CLERK

ATTACHMENT 10

RESOLUTION NO. 2017- 35  
AUTHORIZING A WATER TANK LEASE AGREEMENT  
BETWEEN THE CITY OF NORTH AUGUSTA AND  
EDGEFIELD COUNTY WATER AND SEWER AUTHORITY,  
FOR THE FIVE NOTCH ROAD WATER TANK

WHEREAS, Edgefield County Water and Sewer Authority desires to lease from the City certain space on the City's Five Notch Road water tank to attach solar powered equipment to be exclusively to transmit meter data.

WHEREAS, the City of North Augusta desires to lease to Edgefield County Water & Sewer Authority, certain space upon the City's Five Notch Road water tank upon which Edgefield County Water and Sewer Authority intends to attach solar powered equipment to be used exclusively to WIRELESSLY transmit water meter data; and,

NOW THEREFORE BE IT RESOLVED that the Mayor and City Council for the City of North Augusta in meeting duly assembled and by the authority thereof, hereby authorize the attached Water Tank Attachment Lease Agreement between the City and Edgefield County Water and Sewer Authority, for the Five Notch Road water tank.

BE IT FURTHER RESOLVED, that the City Administrator is authorized to sign the agreement on behalf of the City and to sign all other documents relating thereto.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 21<sup>ST</sup> DAY OF AUGUST, 2017.

\_\_\_\_\_  
Robert A. Pettit, Mayor

ATTEST:

\_\_\_\_\_  
Donna B. Young, City Clerk

**WATER TANK SITE LEASE AGREEMENT  
BETWEEN THE CITY OF NORTH AUGUSTA  
AND EDGEFIELD COUNTY WATER AND SEWER AUTHORITY**

THIS AGREEMENT (Agreement”) is executed this \_\_\_\_ day of \_\_\_\_\_, 2017, between the property owner City of North Augusta, South Carolina, a municipal corporation, hereinafter designated as (“Lessor”) and Edgefield County Water and Sewer Authority, hereinafter designated (“Lessee”).

WHEREAS, Lessee desires to install a Solar Repeater (herein referred to as (“Wireless Communication Equipment”) upon a Water Tank owned by the City of North Augusta for the purpose of wirelessly transmitting water meter readings.

NOW THEREFORE, for and in consideration of the terms and mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

**1. Property Description**

- a. Lessor is the owner of the real property located at West Five Notch Road, North Augusta, South Carolina 29841, (hereinafter called the “Property”), as described or depicted in Exhibit “A”, attached hereto and made part hereof. Lessee is hereby granted non-exclusive use of the Water Tank located on the Property for the primary purpose of installing and maintaining Wireless Communication Equipment, as described and/or depicted in Exhibit “B” attached hereto and made part hereof.

**2. Property Use**

- a. Lessee is hereby granted the non-exclusive right to install, maintain, operate, remove and replace its Wireless Communications Equipment and appurtenances on the Lessor Water Tank.
- b. The primary purpose of the Property is for the operation of a water storage tank and such other operations of the North Augusta Public Services Department.
- d. Any modifications to the Wireless Communication Equipment or expansion of the same shall require an amendment to this Lease and Lessor’s written approval prior to installation or modifications.
- e. Notwithstanding the above, exchange of like-kind equipment on the Water Tank shall not require approval of Lessor unless such exchange results in increased noise output, other appreciable impact, or potential health or safety impact.

- f. Lessee shall be responsible for all necessary utility service connections for its equipment and shall be solely responsible for all costs and expenses related to connection, disconnection, consumption and use of any utility service.
- j. Lessee shall not take any action with respect to the remainder of the Property or its equipment installed on the Water Tank or Property that would hinder collocation by any other telecommunications provider(s).
- k. Lessee shall not be required to alter the Water Tank, the Premises, or the Property to accommodate Lessee's operation of its Wireless Communication Equipment.
- l. Lessee shall comply with all present and future rules and regulations imposed by any local, state, or federal authority having jurisdiction over transmissions and operations involved in the wireless communications systems and equipment.

**3. Initial Term**

- a. The initial term of this Lease shall be for a period of five (5) years.
- b. Upon the commencement of this Lease Lessor shall pay Lessee a rent payment of One Dollar (\$1.00) per year.
- c. All Rent Payments shall be made payable to "City of North Augusta", and delivered to the Attention of City Clerk, PO Box 6400, North Augusta, SC 29861-6400.

**4. Renewal Term**

- a. The initial term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a "renewal term", under the same terms and conditions, provided.

**6. Termination of Lease Agreement.**

Except as otherwise provided herein, this Lease may be terminated by either party without any penalty or further liability upon ninety (90) days written notice.

**8. Insurance.**

- a. During the terms of the Lease Lessee shall obtain and maintain, at their own expense, a policy of commercial general liability insurance with bodily injury limits of \$1,000,000 for injury or death to one (1) person, \$2,000,000 per occurrence and property damage insurance with a limit of \$1,000,000 or \$3,000,000 combined single limit coverage for bodily injury and property damage.
- b. Lessee may satisfy the limits required in this section with the combination of primary and excess/umbrella liability insurance policies naming the Lessor as additional insured.

- c. Lessee shall provide Lessor with a certificate of insurance showing the Lessor named as an additional insured on said commercial general liability insurance.

**10. Destruction of Premises.**

- a. In the event the Premises and/or Water Tank is damaged or destroyed by fire, wind, flood or other natural or manmade cause, the Lessor shall have the option to repair or replace the Premises or to terminate this Lease effective on the date of such damage or destruction. If the Lessor elects to repair or replace the Premises, until such repair or replacement is completed, and during such time the Lessee is unable to utilize the Property, Lessee shall be entitled to the pro-rata reimbursement of any rent prepaid by Lessee. If the Lessor undertakes such repair or replacement, but cannot complete the same within one hundred eighty days (180) days after the damage occurred, Lessee may terminate this Lease upon thirty (30) days written notice and have no further obligations hereunder. In the event the Lessor elects to terminate the Lease, Lessee shall have no further obligations hereunder.
- b. In the event the Water Tank is damaged by Lessee or its officers, agents, employees, servants, or contractors, Lessor shall repair, restore or replace the tank, and, upon receipt of written documentary evidence Lessee shall pay to Lessor all costs incurred in cleaning and/or repairing or replacing the Water Tank necessitated by said damage.

**12. Accommodation of Other Carriers**

- a. Lessee acknowledges that other wireless companies may be potentially using the Property for similar wireless communication use. Lessee agrees to timely cooperate with Lessor and such third party users in order to maximize the potential use of the Property; however, such cooperation shall not cause Lessor to encumber any expenses to permanently or temporarily relocate Lessee's Wireless Communication Equipment.

**14. Maintenance of Water Tank**

- a. Upon at least ninety days' written notice from Lessor, Lessee at its sole cost and expense, shall make any necessary arrangements to either temporarily protect or remove all or portions of its wireless communication equipment on the Water Tank to allow for painting or other maintenance of the Water Tank. In the event of an emergency, advance notice shall not be required.
- b. If Lessor and Lessee agree that it is reasonable to keep all or any portion of the wireless communications equipment in place during such painting or other maintenance of the Water Tank any additional expense of repainting, repairing or maintaining the Water Tank incurred by Lessee and caused by the presence of Lessor's communications equipment shall be paid promptly Lessee to Lessor.



**18. Entire Agreement; No Oral Statements**

- a. It is agreed and understood that this Agreement contains all agreements, promises and understanding's between Lessor and Lessee and that no oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceedings at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by both parties.

**20. Electronic Information Exchange**

Lessee agrees to provide Lessor at no charge and on a monthly basis written information collected by the above referenced wireless communications equipment to include but not limited to, water meter readings, customer contact information, and other data on customers that utilize Lessee for sanitary sewer service.

IN WITNESS WHEREOF, Lessor and Lessee have executed this tank attachment Lease Agreement as of the date and year first above written.

LESSEE/EDGEFIELD COUNTY WATER &  
SEWER AUTHORITY

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

LESSOR CITY OF NORTH AUGUSTA,  
SOUTH CAROLINA

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF AIKEN )

Personally appeared before me \_\_\_\_\_  
and made oath that \_\_\_\_\_ saw the within \_\_\_\_\_  
sign, seal, and as \_\_\_\_\_ act and deed, deliver the within Agreement, and that \_\_\_\_\_ with  
\_\_\_\_\_ witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

My Commission Expires \_\_\_\_\_

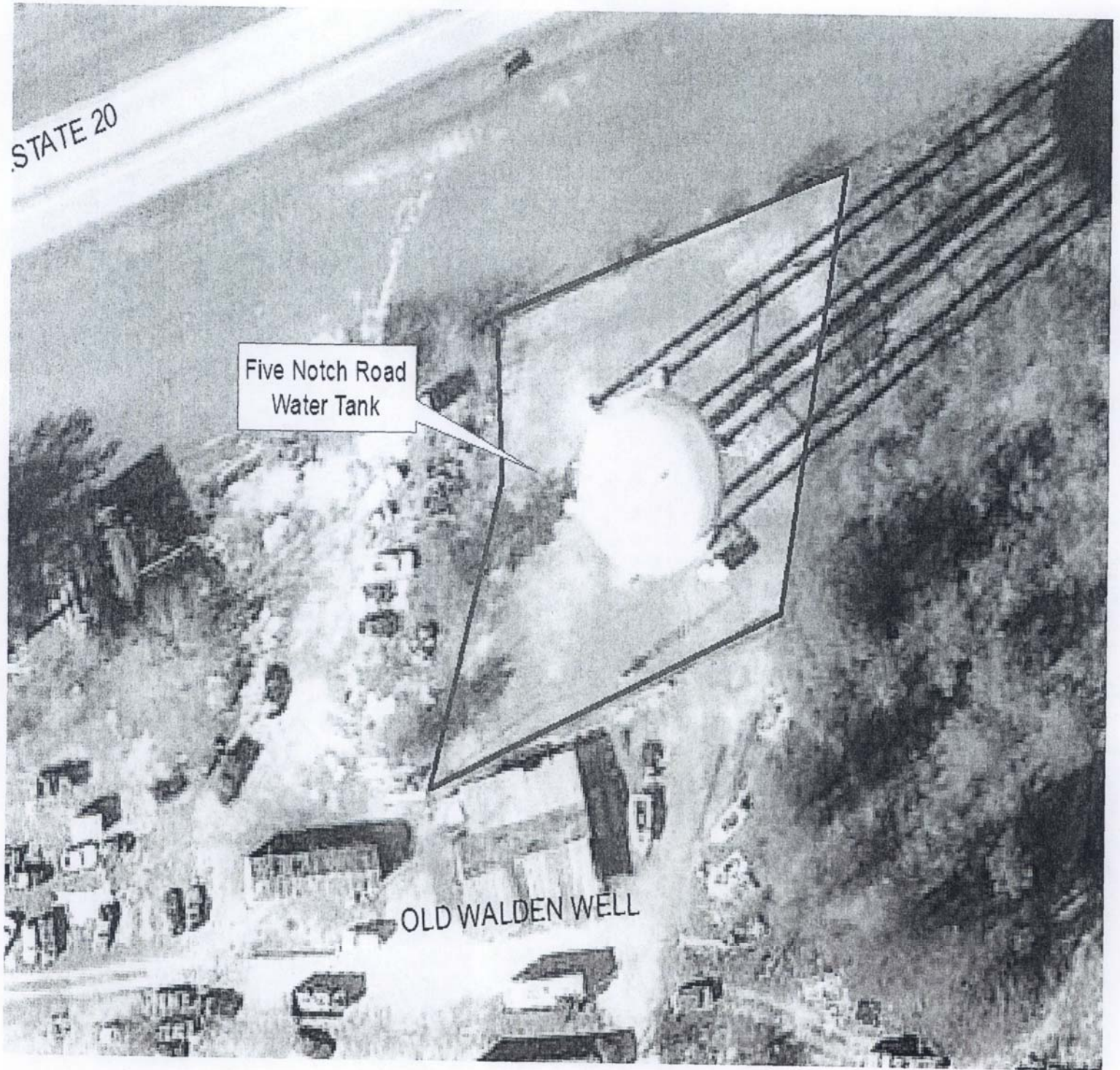
Personally appeared before me \_\_\_\_\_  
and made oath that \_\_\_\_\_ saw the within \_\_\_\_\_  
sign, seal, and as \_\_\_\_\_ act and deed, deliver the within Agreement, and that \_\_\_\_\_ with  
\_\_\_\_\_ witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Exhibit "A"



Five Notch Road Water Tank



## Exhibit "B"

### T-Light™ Galaxy Solar Repeater

#### SPECIFICATIONS

##### TECHNICAL CHARACTERISTICS

Operating temperature: -10° to +60°

##### RF CHARACTERISTICS

Frequency Range: 450-470MHz- Licensed band

Channel Bandwidth: 6.25KHz

Receiver Sensitivity: -120dBm@4.8kbps

Output Transmit Power: Up to +36dBm/4Watt

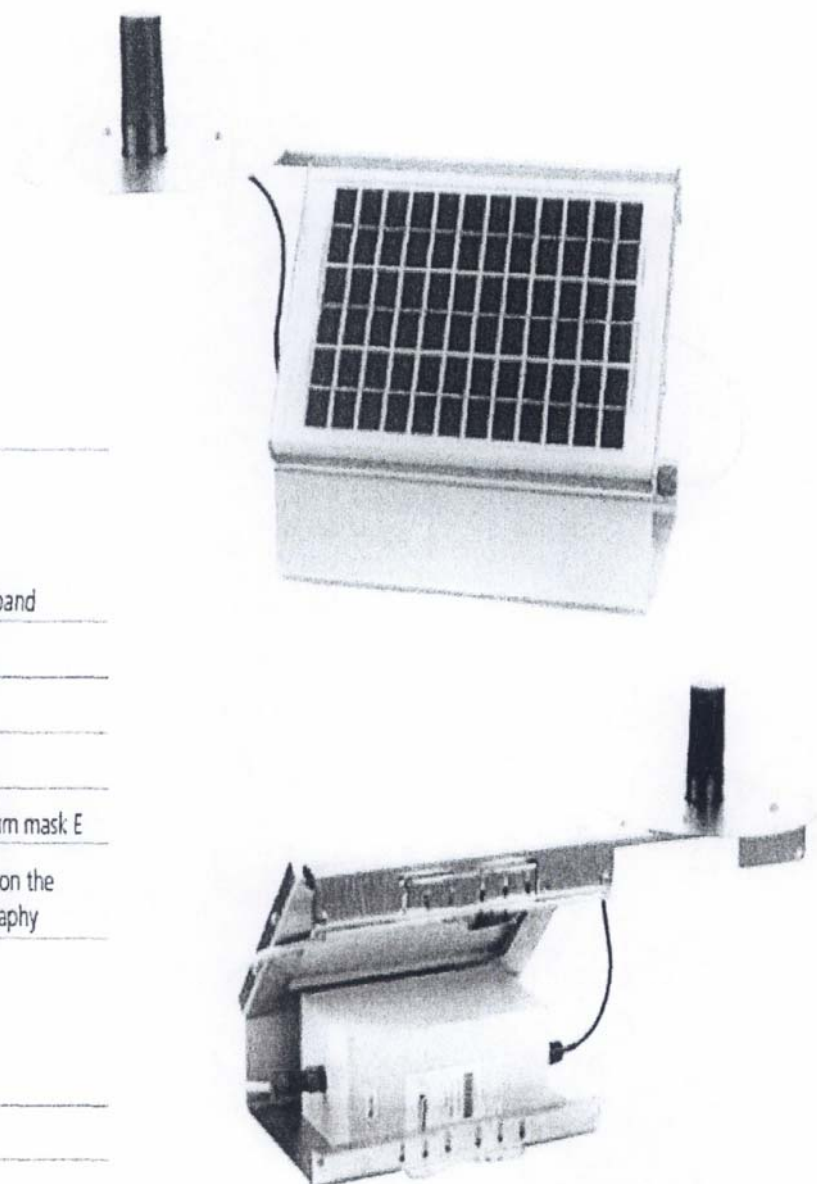
Certification: FCC Part 90.210, spectrum mask E

Range to Base Station or end unit: Up to 20km, depending on the environment and topography

##### MECHANICAL CHARACTERISTICS

Enclosure: Ø610x 300 x 350

Environmental Protection: IP66



# *Edgefield County Water and Sewer Authority*

P.O. Box 416  
Edgefield, SC 29824  
Phone: 803-637-3011 Phone: 803-279-1503  
Fax: 803-637-4017

June 9, 2017

City of North Augusta  
Attn: Mr. James Sutton, Director of Public Services  
61 Claypit Rd.  
North Augusta, SC 29841

Re: Request to Install (on the City of North Augusta's Five Notch Rd. Elevated Storage Tank) a Repeater for ECWSA's AMI Metering System

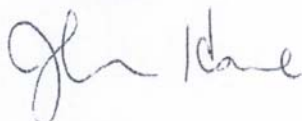
Dear Mr. Sutton,

Pursuant to our recent phone conversation on June 7, 2017, I am requesting on behalf of Edgefield County Water & Sewer Authority (ECWSA) permission to install a repeater on the City of North Augusta's elevated storage tank located at the intersection of Five Notch Rd. and I-20. This repeater will enhance communications between our customer's water meters and our data collection station located on HWY 25. I am including a specification drawing of the proposed repeater. It will be solar powered, so no permanent wiring or electrical connection will be needed.

ECWSA has been installing a fixed based meter reading system (AMI) over the last several months in our service area that overlays a portion of the City of North Augusta. In this area, the City currently has several thousand residents that have sewer service through the City and water service through ECWSA. It is our endeavor through cooperation with the City, that we may both be able to experience a cost savings through the reduction of labor costs in manually reading these meters. The Authority proposes that if we are allowed to install the above referenced repeater at no cost, we will partner with the City of North Augusta to facilitate an interface that will electronically transfer monthly meter readings to the City for sewer billing purposes. This process may take a few months to complete.

In closing, ECWSA appreciates the City of North Augusta's consideration of this proposal. We firmly believe that the proposed arrangement will provide long term financial savings to both parties as well as improved data and service to our shared customers.

Yours sincerely,



John Hare  
ECWSA Administrator



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101 Regency Parkway  
Mansfield, Texas 76063  
817-842-8000  
800-765-6518  
Fax 817-842-8100

John Hare  
Edgefield County Water & Sewer Authority  
100 Water Works Rd  
Edgefield, SC 29824  
(803) 637-4018

John,

Per our conversation, the dimensions for the Master Meter Allegro Solar Repeater are as follows: 24" W x 12" L x 12" H.

Charlie Montelongo is currently working with Master Meter's Marketing department to release a formal data sheet with these dimensions as well as updated RF range and power output. As soon as the new data sheet is available, I will make sure that a copy is emailed to you.

Let me know if you have any questions.

Thank you very much,

*Brandon Foster*

Brandon Foster  
Regional Vice President of Sales  
[bfoster@mastermeter.com](mailto:bfoster@mastermeter.com)  
(706) 594-5763

RESOLUTION NO. 2017-36  
A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT  
WITH SOUTH CAROLINA ELECTRIC AND GAS AND AIKEN ELECTRIC  
COOPERATIVE INC. RELATED TO ELECTRIC SERVICE RIGHTS OF THE TWO  
PROVIDERS WITHIN THE CITY.

WHEREAS, the City has been presented a proposed agreement concerning electric service rights between South Carolina Electric and Gas Company and Aiken Electric Cooperative, Inc. within the City limits; and,

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City that such agreement be approved; and,

WHEREAS, the agreement has been executed by both South Carolina Electric and Gas Company and Aiken Electric Cooperative, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina in meeting duly assembled and by the authority thereof, that the agreement is approved as follows:

1. The City Administrator is authorized to execute the agreement that is attached hereto and marked "Exhibit A" on behalf of the City.
2. The approval by the City is to specifically provide that this resolution does not authorize the granting of the franchises as referred to in such agreement and specifically requires that such franchise agreements be presented to the Mayor and City Council for formal review and approval, if appropriate, by ordinance at a later date.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS THE \_\_\_\_\_ DAY OF AUGUST, 2017.

\_\_\_\_\_  
Robert A. Pettit, Mayor

ATTEST:

\_\_\_\_\_  
Donna B. Young, City Clerk



## EXHIBIT A

### AGREEMENT CONCERNING ELECTRIC SERVICE RIGHTS BETWEEN AIKEN ELECTRIC COOPERATIVE AND SOUTH CAROLINA ELECTRIC & GAS COMPANY

This Electric Service Rights Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between South Carolina Electric & Gas Company ("SCE&G"), Aiken Electric Cooperative, Inc. ("Aiken Electric"), and the City of North Augusta ("City") (collectively, "Parties").

WHEREAS, Aiken Electric and SCE&G each have separate electric franchise agreements with the City, which were approved by the City in March 2000, and SCE&G also has a separate natural gas franchise agreement, which was approved by the City in 2005; and

WHEREAS, the City desires to avoid electric service rights disputes between Aiken Electric and SCE&G within the City limits; and

WHEREAS, Aiken Electric and SCE&G have engaged in a detailed infrastructure and parcel mapping exercise within the City in an effort to allow both companies to have more certainty in planning to provide electric service and to allow both companies to provide electric service more efficiently and effectively; and

WHEREAS, as agreed to by the Parties, the attached Exhibit A is a map of the City of North Augusta with the parcels for which Aiken Electric is to have electric service rights shaded in green and the parcels for which SCE&G is to have electric service rights shaded in red;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Aiken Electric and SCE&G shall enter into Franchise Agreements with the City on December 1, 2017, or earlier if the Parties so agree, provided that both Franchise Agreements will be signed on the same day. The Franchise Agreements shall each have the same effective date, shall each be for a specified term of at least thirty (30) years, shall each expire on the same date certain, and shall each omit any provisions allowing for amendment of the term of the Franchise Agreement. Five (5) business days prior to execution of the Franchise Agreements, each Party shall be provided with the final versions of the Franchise Agreements for the purpose of determining compliance with the terms of this Electric Service Rights Agreement. If any Party determines that either Franchise Agreement does not comply with the terms of this Electric Service Rights Agreement, that Party may terminate this Electric Service Rights Agreement at any time prior to execution of the Franchise Agreements.

2. The Parties agree that Exhibit A is a reasonable assignment of the electric service rights to the parcels located within the City limits and resolves any current and future disputes regarding electric service rights to the parcels. As such, the Franchise Agreements entered into pursuant to Paragraph 1 shall each reference and include as an attachment Exhibit A attached hereto. The Franchise Agreement between SCE&G and the City shall provide that SCE&G has electric service rights to the parcels shaded in red on the attached Exhibit A. The Franchise Agreement between Aiken Electric and the City shall provide that Aiken Electric has electric service rights to the parcels shaded in green on the attached Exhibit A. The Franchise Agreements entered into pursuant to Paragraph 1 need not and shall not include any language indicating the possibility of electric service rights disputes.
3. Upon acceptance by City Council of both the Franchise Agreement between Aiken Electric and the City and the Franchise Agreement between SCE&G and the City, SCE&G shall have electric service rights to the parcels shaded in red on the attached Exhibit A, and Aiken Electric shall have electric service rights to the parcels shaded in green on the attached Exhibit A. Except as specifically provided in Paragraphs 4, 5, and 6 herein, the service rights designation in the attached Exhibit A shall be the sole determining factor as to whether Aiken Electric or SCE&G has the right to serve a building or structure within a particular parcel.
4. The Parties further agree that Aiken Electric may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to SCE&G; and SCE&G may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to Aiken Electric. Each Franchise Agreement entered into pursuant to Paragraph 1 shall contain a provision stating as such.
5. The Parties further agree that the customer, in its sole discretion, may choose whether Aiken Electric or SCE&G provides electric service to a new building or structure that is constructed so that part of the building or structure resides on a green parcel of the attached Exhibit A and part of the building or structure resides on a red parcel of the attached Exhibit A. Each Franchise Agreement entered into pursuant to Paragraph 1 shall contain a provision stating as such.
6. The Parties further agree that, upon any future annexation by the City, Aiken Electric shall continue to provide electric service to those annexed parcels assigned

to it by the Public Service Commission of South Carolina prior to the annexation, and SCE&G shall continue to provide electric service to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation. Each Franchise Agreement entered into pursuant to Paragraph 1 shall contain a provision stating as such.

7. The electric service rights delineated in Exhibit A are in compliance with applicable state law.
8. This Electric Service Rights Agreement will not be amended without the express written consent of all Parties.
9. If the City Council does not approve both Franchise Agreements entered into pursuant to Paragraph 1, this Electric Service Rights Agreement shall be considered terminated, null and void. Each Franchise Agreement entered into pursuant to Paragraph 1 shall contain a provision stating as such.
10. The Parties agree that the Franchise Agreement that SCE&G enters into pursuant to Paragraph 1 will be a combination electric and gas Franchise Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Electric Service Rights Agreement to be executed on the date first written above.

**CITY OF NORTH AUGUSTA**

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Robert A. Pettit, Mayor

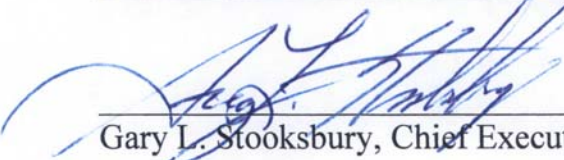
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Date

**SOUTH CAROLINA ELECTRIC & GAS COMPANY**

  
\_\_\_\_\_  
W. Keller Kissam, President, Retail Operations

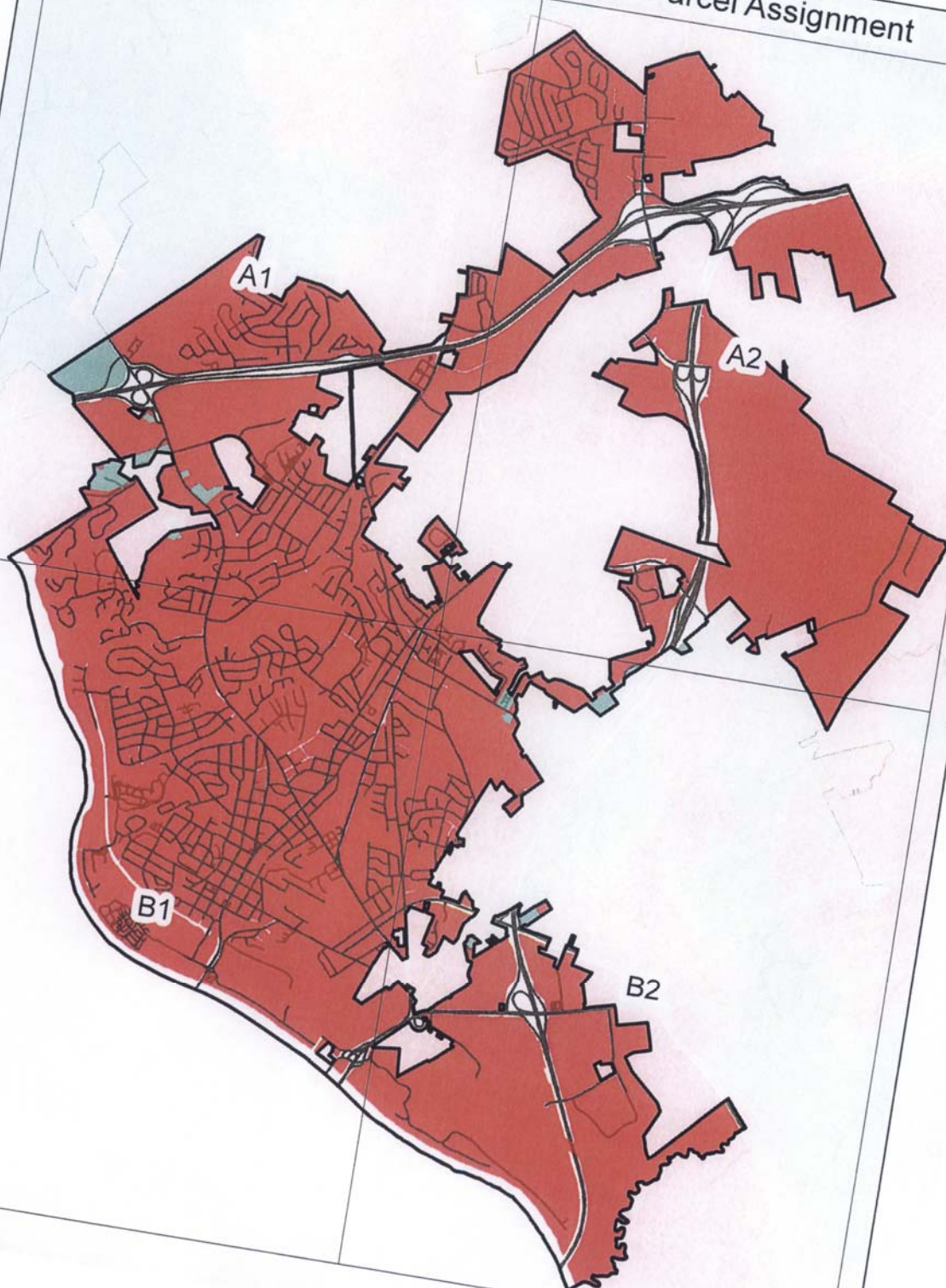
  
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Date

**AIKEN ELECTRIC COOPERATIVE, INC.**

  
\_\_\_\_\_  
Gary L. Stooksbury, Chief Executive Officer

  
\_\_\_\_\_  
Date

# Exhibit A - City of North Augusta Parcel Assignment



**Legend**

- Municipal
- Aiken Assignment
- AEC

Index

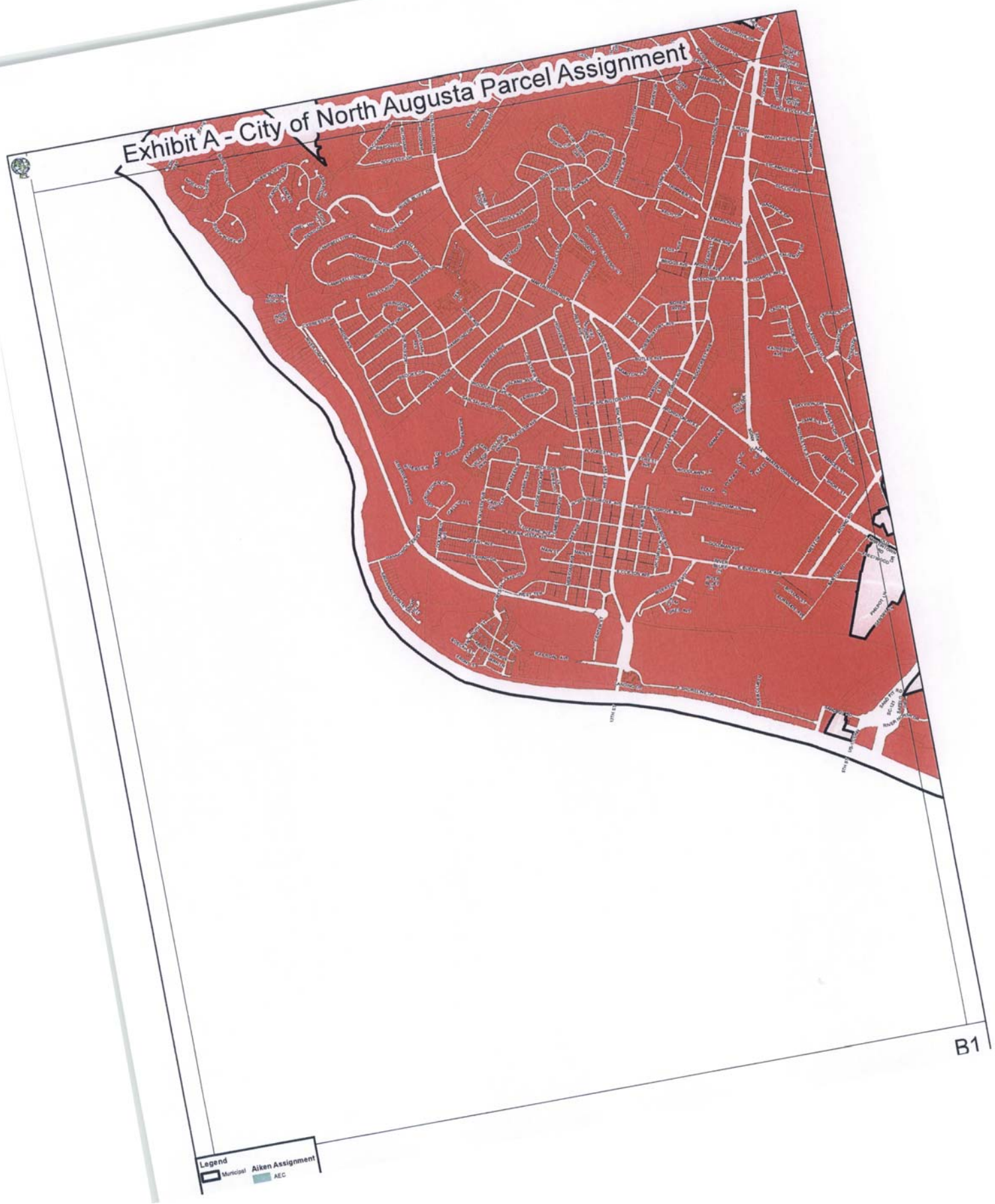
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**Legend**  
 Municipal  
 Aiken Assignment  
 AEC



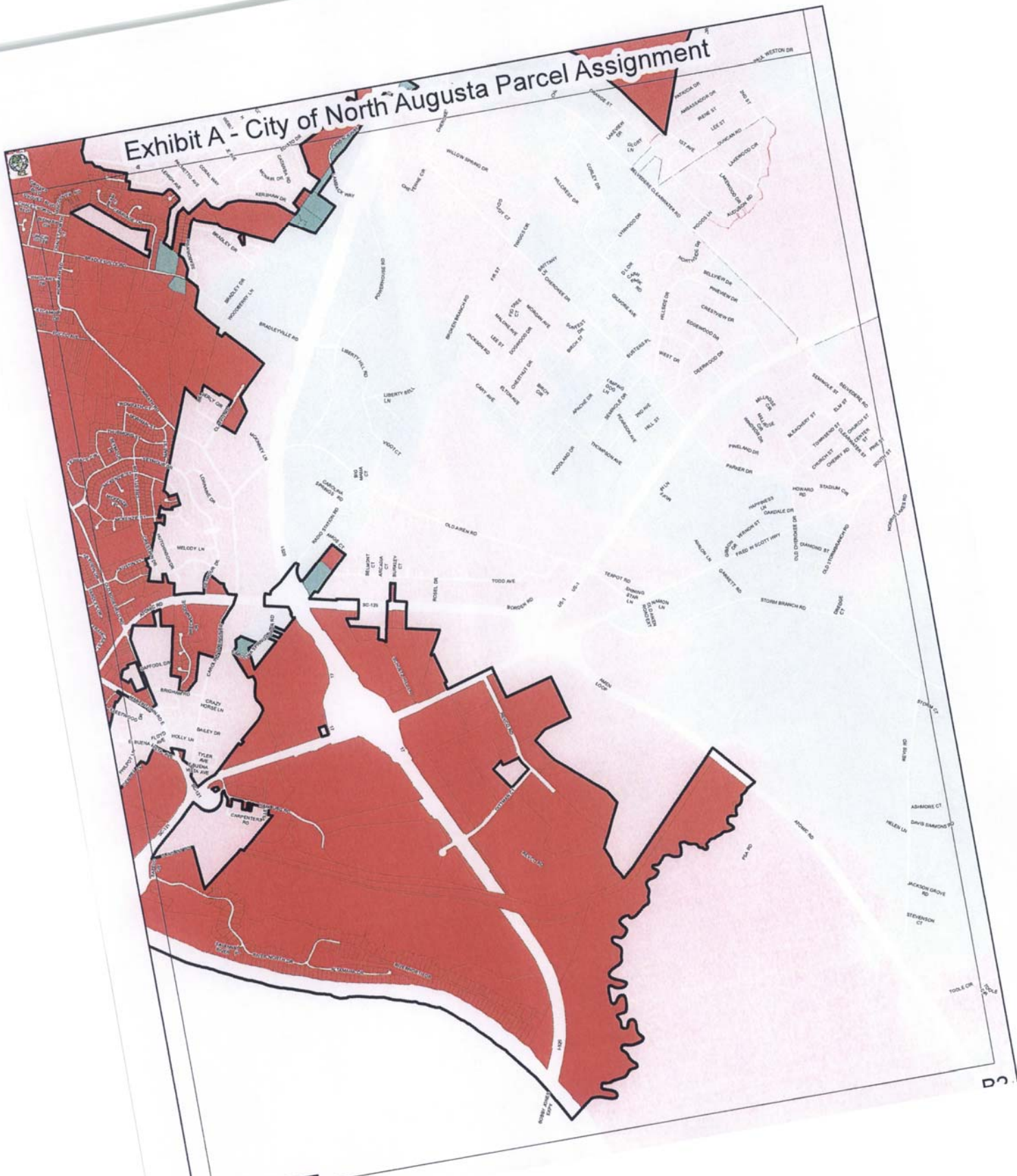
# Exhibit A - City of North Augusta Parcel Assignment



**Legend**

	Municipal
	Aiken Assignment

# Exhibit A - City of North Augusta Parcel Assignment



Legend  
Municipal Aiken Assignment









