



ORDINANCE No. 2023-20

**AN ORDINANCE OF THE CITY OF ORANGEBURG AUTHORIZING THE EXECUTION AND DELIVERY OF A SALE AND TRANSFER AGREEMENT BY AND BETWEEN ORANGEBURG DEPARTMENT OF PUBLIC UTILITIES, SOUTH CAROLINA AND BULL SWAMP RURAL WATER COMPANY, INC.; AUTHORIZING THE IMPLEMENTATION OF THE BULL SWAMP RATE CLASSIFICATION; AND OTHER MATTERS RELATING THERETO**

NOW THEREFORE, be it ordained by the City Council of the City of Orangeburg (the "*City Council*"), as the governing body of the City of Orangeburg, South Carolina (the "*City*"), in a meeting duly assembled, as follows:

**Section 1. Findings.** The City Council hereby makes the following findings of fact in connection with the enactment of this ordinance (this "*Ordinance*"):

A. The City is duly authorized and empowered to operate a combined water, sewer, natural gas and electric system (the "*System*"), which is operated by the City's Department of Public Utilities (the "*Orangeburg DPU*").

B. The Bull Swamp Rural Water Company, Inc. ("*Bull Swamp*") is a not-for-profit rural water company created and existing pursuant to Section 33-36-10 et seq. of the Code of Laws of South Carolina 1976, as amended (the "*South Carolina Code*").

C. Pursuant to Title 33, Chapter 36 of the South Carolina Code and Bull Swamp's articles of incorporation, Bull Swamp is duly authorized and empowered to acquire, construct, maintain, and operate a water system (the "*Bull Swamp System*") to provide waterworks service to its members within the geographical area specified by Bull Swamp's articles of incorporation dated January 4, 1972.

D. Orangeburg DPU has been operating the Bull Swamp System since October 1, 2019 pursuant to a general operating agreement between the parties.

E. The City and Bull Swamp have determined that it would be in the best interests of both parties, the residents of the City, and the customers of the Bull Swamp System for Bull Swamp to convey and transfer the Bull Swamp System to the City (the "*Water System Transfer*").

F. The Board of Directors of Bull Swamp (the "*Board*") and the City have negotiated an "Agreement for the Sale and Transfer of Water System Assets" (the "*Transfer Agreement*"), the form of which is attached to this Ordinance at **Exhibit A**, pertaining to the conveyance of the Bull Swamp System and other water assets, including the transfer of financial assets related to the operation of the Bull Swamp System, and other matters necessary to complete the Water System Transfer.

G. As a condition precedent to the acquisition of the Bull Swamp System by the City, the provisions of the Transfer Agreement require the City to enact a temporary rate classification for the customers located within the service area of Bull Swamp (the "*Bull Swamp Rate Class*").

H. The City Council enacts this Ordinance to authorize the execution and delivery of the Transfer Agreement and the creation of the Bull Swamp Rate Class. The City Council is

informed that the Board has adopted or intends to adopt a resolution authorizing the execution and delivery of the Transfer Agreement.

## **Section 2. Approval of Transfer Agreement.**

A. The City Council hereby approves the acceptance of the Bull Swamp System as described in the Transfer Agreement. The form, provisions, terms, and conditions of the Transfer Agreement, as attached as **Exhibit A** hereto, is hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Transfer Agreement were set out in this Ordinance in its entirety. In approving the Transfer Agreement and authorizing its execution and delivery hereunder, the City Council additionally approves all of the Exhibits to the Transfer Agreement.

B. The Mayor of Orangeburg DPU (the "**Manager**") is hereby empowered and directed to execute the Transfer Agreement, including all applicable Exhibits thereto, in the name and on behalf of the City; the City Clerk is hereby authorized, empowered, and directed to attest the same. Additionally, the General Manager of Orangeburg DPU (the "**General Manager**") shall additionally approve and acknowledge the Transfer Agreement. The Transfer Agreement, including the applicable Exhibits, is to be in substantially the form attached to this Ordinance as **Exhibit A**, or with such changes therein as shall not materially adversely affect the rights of the City thereunder and as shall be approved by the official or officials of the City executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Transfer Agreement now before this meeting. Following execution, the City Council shall be timely informed of the execution of the Transfer Agreement and informed as to the final terms thereof and such changes from the current draft as the Manager determined necessary to carry out the purposes of this Ordinance. Within 48 hours of such information being provided, any two members of City Council may make a request in writing to the Manager to reconsider the Transfer Agreement, whereupon a special meeting of City Council shall be timely convened to consider or reconsider the Transfer Agreement. If such 48-hour window expires without any request for reconsideration being made, the Transfer Agreement shall be deemed final and binding in accordance with the terms negotiated and finalized by the Manager.

## **Section 3. Rate Classification.**

A. The City Council hereby establishes the "Bull Swamp Rate Class", which shall apply exclusively within the service territory of Bull Swamp. The rates (base charges, volume charges, connection charges, deposits, and other fees/charges) for the Bull Swamp Rate Class are set forth at **Exhibit B**.

B. The rates and charges set forth in **Exhibit B** of this Ordinance shall take effect on the Transfer Date (as such term is defined in the Transfer Agreement) and remain applicable until January 1, 2026 (the "**Expiration Date**"). Following the Expiration Date, City Council may determine in its discretion to adjust the charges to the Bull Swamp Rate Class or to terminate the Bull Swamp Rate Class whereupon all customers within the former Bull Swamp area shall be charged at the rate class otherwise applicable to similarly situated customers through the System. To the extent Bull Swamp Rate Class was implemented or made applicable prior to the enactment of this Ordinance, or the public hearing associated herewith, such actions are ratified and approved in their entirety. The actions approved by this Ordinance affirm any prior implementation of the Bull Swamp Rate Class.

C. Pursuant to Section 6-1-330 of the South Carolina Code, a public hearing on the Bull Swamp Rate Class was held by the City Council on the November 21, 2023 prior to the enactment of this Ordinance. Notice of the public hearing, the form of which is attached hereto as **Exhibit C**, was duly published in advance of the public hearing in the *Times and Democrat*, a newspaper of general circulation in Orangeburg County. The notice was published one-time at least fifteen days in advance of the date of the public hearing.

**Section 4. Other Powers and Authorities.** The Mayor, and the Manager are hereby granted all such powers and authority as may be necessary and appropriate to negotiate and execute all related documents related to the Transfer Agreement and to take such other actions, including the execution and delivery of the various applicable exhibits to the Transfer Agreement, as may be

needed to finalize the transfer of the Bull Swamp System to the City and to consummate the transactions contemplated by this Ordinance.

**Section 5. Severability.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are severable.

**DONE AND RATIFIED** by City Council duly assembled this 5<sup>th</sup> day of December 2023.



Michael C. Butte  
Mayor

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
Members of Council

ATTEST:

[Signature]  
City Clerk

First Reading: November 7, 2023  
Second Reading: November 21, 2023  
Third Reading: December 5, 2023

**EXHIBIT A**

**Form of Transfer Agreement**

**AGREEMENT FOR THE SALE AND TRANSFER OF WATERWORKS SYSTEM ASSETS BY AND BETWEEN THE CITY OF ORANGEBURG AND BULL SWAMP RURAL WATER COMPANY, INC.**

This AGREEMENT FOR THE SALE AND TRANSFER OF WATERWORKS SYSTEM ASSETS (this "*Agreement*") is entered into this \_\_\_ day of \_\_\_\_\_ 2023 (the "*Effective Date*") by and between Bull Swamp Rural Water Company, Inc., a not-for-profit rural water company created and existing pursuant to Section 33-36-10 *et seq.* of the Code of Laws of South Carolina 1976, as amended (the "*South Carolina Code*") (herein after referred to as "*Bull Swamp*"), and the City of Orangeburg, South Carolina (the "*City*"), acting through the Orangeburg Department of Public Utilities (herein after referred to as "*Orangeburg DPU*") together with Bull Swamp the "*Parties*" each a "*Party*").

**RECITALS:**

A. Pursuant to Article VIII, Section 16 of the Constitution of the State of South Carolina, and a favorable referendum vote of the electors of the City, the City is duly authorized and empowered to construct, purchase, operate and maintain a combined waterworks, sewer, natural gas and electric system (collectively, the "*DPU System*") within and without the corporate limits of the City in order to provide utility services to customers.

B. Pursuant to Title 33, Chapter 36 of the South Carolina Code (as defined below) and Bull Swamp's articles of incorporation, Bull Swamp is duly authorized and empowered to acquire, construct, maintain, and operate a water system (the "*Bull Swamp System*") to provide waterworks service to its members within the geographical area specified by Bull Swamp's articles of incorporation dated January 4, 1972. A map of the Bull Swamp System is attached as **Figure 1** to this Agreement and fully incorporated into the terms hereof.

C. In accordance with a Waterworks Agreement effective October 1, 2019 by and between Orangeburg DPU and Bull Swamp (the "*Waterworks Agreement*"), Orangeburg DPU currently operates and maintains the Bull Swamp System.

D. The Parties desire to enter into this Agreement for the purposes of setting forth the conditions, provisions, limitations, and responsibilities of the Parties in connection with the orderly transfer of ownership of the Bull Swamp System to Orangeburg DPU (the "*System Transfer*") and the future operation by Orangeburg DPU thereof.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and undertakings set forth herein, the Parties agree as follows:

**Section 1 Definitions.** As used in this Agreement and in addition to any other terms defined in this Agreement, the following terms shall have the following meanings unless the context otherwise requires:

"*Assigned Contracts*" shall mean all contracts, agreements, equipment leases, software agreements, licenses, intergovernmental agreements, incentive agreements, supply agreements,

and construction agreements listed on **Schedule 1** of this Agreement, and may include any contracts that relate to the ownership and operation of the Bull Swamp System that are not listed on **Schedule 1** that Orangeburg DPU, in its sole discretion, elects to accept and assume as of the Transfer Date. Assigned Contracts expressly does not include the General Service Agreement or any other agreement between Bull Swamp and Orangeburg DPU.

**“Capital Credit”** the *pro rata* allocation patronage capital credited to members of Bull Swamp based revenues received by Bull Swamp in excess of operating costs and expenses.

**“Environmental Laws”** means any federal, State, local, or foreign law (including, without limitation, common law), treaty, judicial decision, regulation, rule, judgment, order, decree, injunction, permit, or governmental restriction or any agreement with any governmental body or other third party, whether now or hereafter in effect, relating to the environment, human health and safety, or to pollutants, contaminants, wastes, or chemicals or any toxic, radioactive, ignitable, corrosive, reactive, or otherwise hazardous substances, wastes, or materials.

**“Legal Action”** shall mean material actions, suits, investigations, or proceedings, at law or in equity, by or before any governmental or regulatory authority, pending or threatened against or affecting Bull Swamp; the Bull Swamp System; the Water Assets; the right or power of the Parties to carry out the System Transfer; that seeks to enjoin, restrain, prohibit, or invalidate this Agreement; or that challenges the validity or power of the Parties to take any action necessary to consummate the System Transfer.

**“Member Records”** shall mean all membership records, member lists, member information, and other documents used in the operation of the Bull Swamp System and the provision of water service. Member Records expressly includes the roster of Capital Credits.

**“Regulatory Approvals”** shall mean all licenses, certificates, permits, approvals, authorizations, registrations, waivers, exemptions, and rights from all appropriate federal, State or other governmental authorities necessary for the operation of the Bull Swamp System and the provision of water service, including the South Carolina Department of Health and Environmental Control’s Application for Transfer of Operating Permit for a Public Water System.

**“Regulatory Records”** shall mean all Regulatory Approvals, consent orders or decrees, notices of violations, notices of actions, other regulatory notices, correspondence, and other records connected therewith from the United States Environmental Protection Agency, the South Carolina Department of Health and Environmental Control, or any other State, federal, or local governmental authority relating to the Bull Swamp System or the provision of water service thereby.

**“SCIIP Grant”** shall mean the \$10,000,000 grant awarded by the South Carolina Rural Infrastructure Authority to Orangeburg DPU under the South Carolina Infrastructure Investment Program to make improvements to and acquire the Bull Swamp System.

**“South Carolina Code”** means the Code of Laws of South Carolina 1976, as amended.

“**State**” means the State of South Carolina.

“**Transfer Date**” shall mean the 12:00 a.m. on January 1, 2024.

“**Transfer Documents**” shall mean the items and documents delivered to Orangeburg DPU on or before the Transfer Date as further described in Section 6 of this Agreement.

“**USDA Debt**” shall mean, as of the Transfer Date (a) the outstanding par amount of the Water System Loan, Series 2007 of the Bull Swamp Rural Water Company, Inc., dated March 2007; and (b) the outstanding par amount the Water System Loan, Series 2005 of the Bull Swamp Rural Water Company, Inc., dated November 2005.

“**Water Assets**” shall mean and include all of Bull Swamp’s rights, title, and interest in and to (1) the Bull Swamp System; (2) the Water Real Property; (3) the Water Easements; (4) the Water Fixed Assets; (5) the Water Non-Fixed Assets; (6) the Water Financial Assets; (7) Regulatory Records; and (8) Member Records.

“**Water Easements**” shall mean any and all easements, rights of way and access agreements of Bull Swamp (whether documented in writing or prescriptive in nature) and all rights, licenses, permits, approvals, privileges and easements incident to such rights of way and easements that are used in connection with the operation, maintenance, repair and relocation of the Bull Swamp System. A general assignment and grant of the Water Easements, including a non-exclusive list of specifically enumerated Water Easements is attached hereto as **Exhibit E**.

“**Water Financial Assets**” shall mean all financial assets of Bull Swamp of any kind, including, without limitation, all accounts, cash, securities, investments, member deposits, funds, or financial assets of any type whatsoever of Bull Swamp that have been collected, borrowed, designated, allocated, reserved, budgeted, or received in connection with the ownership, operation, maintenance, and repair of the Bull Swamp System and the provision of water services, as described or in the amounts set forth in **Schedule 2** to this Agreement.

“**Water Fixed Assets**” means all of Bull Swamp’s water distribution infrastructure, consisting of facilities, pipes, lines, tanks, valves, adjuncts, facilities, and appurtenances thereto that are used by Bull Swamp in connection with the provision of water service and further listed and described on **Appendix 1** to the Bill of Sale for Fixed Assets attached hereto as **Exhibit D**.

“**Water Non-Fixed Assets**” shall mean Bull Swamp’s non-fixed assets, including, but not limited to, all personal property, tangible assets, software, inventory, materials, Water Plans, and equipment used in connection with the ownership and operation of the Bull Swamp System and the provision of water service and further listed and described on **Appendix 1** to the Bill of Sale for Non-Fixed Assets attached hereto as **Exhibit F**.

“**Water Plans**” plans, specifications, surveys, and GIS data relating to the Bull Swamp System.

**“Water Real Property”** All real property used in the provision of water service or in operating the Bull Swamp System as described in the form of the deed for real property attached hereto as **Exhibit C**, and including a non-exclusive list of specifically enumerated Water Real Property included therewith.

**Section 2 Sale and Transfer of Water Assets; Purchase Price; No Required Distributions.**

(a) Water Assets. Bull Swamp shall sell, assign, transfer, convey and deliver the Water Assets to Orangeburg DPU, and Orangeburg DPU shall accept the Water Assets on the Transfer Date, with title to such Water Assets to be consistent with Bull Swamp’s representations and warranties set forth in this Agreement.

(b) Valuation. Based upon an evaluation of the Bull Swamp System performed by Raftelis dated October 17, 2023, as (the “*Raftelis Study*”), the Bull Swamp System is valued at \$4,282,968 which consists of approximately \$1,206,968 in non-fixed assets (including cash, cash equivalents, and accounts receivable), and approximately \$3,076,000 in fixed assets (less accumulated depreciation). Bull Swamp’s outstanding liabilities are estimated to be \$1,440,693 as of the Transfer Date, including the USDA Debt. The Raftelis Study also sets forth substantial capital improvements required for the Bull Swamp System operate properly and effectively, preliminary costs of which are estimated to equal \$5,670,000 (the “*Capital Improvements*”).<sup>1</sup> Absent the acquisition of the Bull Swamp System by Orangeburg DPU, these Capital Improvements would be necessary for Bull Swamp to sustain its operations and address system needs and deficiencies. Based on these determinations, Bull Swamp’s outstanding liabilities and necessary Capital Improvements exceed its assets by \$2,827,725. As a result, no payment of monetary consideration shall be made by Orangeburg DPU on the Transfer Date; but rather, Orangeburg DPU, by assuming the Bull Swamp System hereunder, agrees to redeem the USDA Debt and complete Capital Improvements to the Bull Swamp System in an amount not less than the value of the net assets (as of the Transfer Date) of the Bull Swamp System over a period of ten years from the Transfer Date as necessary to rehabilitate and improve the Bull Swamp System (as described in the Raftelis Study).

(c) Debt Redemption. As consideration for the sale and transfer of the Bull Swamp System and as stated in subsection (b) above, the USDA Debt, including all accrued interest thereon, shall be redeemed and paid in full by Orangeburg DPU on the Transfer Date. Certificates or evidence of satisfaction of all loans or indebtedness of Bull Swamp shall be provided to Bull Swamp upon redemption.

(d) No Distributions. The Parties have expressly determined that all of Water Assets are necessary for its continued and future operations. Because all of the Water Assets (including reserves as discussed above) of Bull Swamp are reasonably required for Orangeburg DPU to assume and accept the sale and transfer of the Bull Swamp System, and Bull Swamp is estimated to have a negative residual value in light of its significant capital needs and the USDA Debt, Bull Swamp, in

---

<sup>1</sup> This investment approximation is based on an engineering report prepared by AECOM in 2022.



making the transfer of its assets to Orangeburg DPU, shall not make any distributions of Capital Credits, monetary or otherwise, to its members.

(e) Prior Distributions. To date, Bull Swamp is unaware of any distribution of Capital Credits that has been made to its members. If any member of Bull Swamp has previously received or was otherwise credited with a specified amount of capital stock, revolving fund certificates, retain certificates, debt certificates, letter of advice or written notice from Bull Swamp and such amount was realized as gross income by such member for Federal income tax purposes prior to the Transfer Date, then such member, to the extent the distribution was not otherwise received by the member, is considered to have contributed such amount to Orangeburg DPU as of the Transfer Date.

### **Section 3 Covenants and Conduct of the Parties.**

(a) Cooperation. The Parties agree to work together and cooperate in good faith to finalize the System Transfer pursuant to and in accordance with the provisions of this Agreement. In addition, the Parties shall cooperate in good faith to ensure a smooth transition of the operation of the Bull Swamp System before and after the Transfer Date.

(b) Operations Prior to the Transfer Date.

(i) Prior to the Transfer Date, the Parties agree that Orangeburg DPU shall continue to provide operation and maintenance services to Bull Swamp under the terms of the General Services Agreement.

(ii) Bull Swamp agrees not to institute any new methods of accounting or engage in any transaction or activity or enter into any agreement or make any commitment with respect to the Bull Swamp System, except in the ordinary and regular course of the business, and in no case shall Bull Swamp enter into any agreement or incur any obligation that is inconsistent with or that would prevent or delay the System Transfer.

(iii) Bull Swamp agrees to maintain the Water Assets in reasonable operating condition comparable to the current condition thereof (normal wear and tear excepted), and Bull Swamp shall perform and comply timely with all provisions of all leases, agreements, contracts, and commitments relating to the Bull Swamp System.

(c) Certain Changes. Without the prior written consent of Orangeburg DPU, Bull Swamp shall not: (1) permit or allow any of the Water Assets, including any revenues of the Bull Swamp System, to be subjected to any new mortgage, pledge, lien, security interest, encumbrance, restriction or charge of any kind; (2) sell, transfer, assign, distribute, or otherwise dispose of any Water Assets, except in the ordinary and regular course of business, and the replacement of worn-out, obsolete or damaged Water Assets with comparable or superior items of the same; or (3) enter into any contract or commitment or incur any material obligation or liability with respect to the Bull Swamp System, including pledging the revenues thereof, the performance or liability for which extends beyond the Transfer Date.

(d) Capital Projects and Expenditures. Bull Swamp shall not award contracts for capital projects relating to the Bull Swamp System (other than capital expenditures made in the ordinary and regular course of business for routine maintenance or emergency repairs) without first notifying Orangeburg DPU and obtaining Orangeburg DPU's written approval, in its sole discretion.

(e) Contractual Obligations.

(i) Bull Swamp agrees to provide Orangeburg DPU with such information regarding any contractual obligations of Bull Swamp, including Assigned Contracts, entered into in connection with or related to Bull Swamp's water service, the Bull Swamp System, or any other Water Assets as may be reasonably requested by Orangeburg DPU. To the extent necessary, Bull Swamp agrees to promptly provide any consents or authorizations as may be required by any counter-party to any Assigned Contract in order for Orangeburg DPU, its agents, consultants, or legal counsel to contact such Party as necessary to obtain payoff amounts, negotiate assumptions of such Assigned Contract, or otherwise as necessary to carry out the System Transfer in accordance with the terms of this Agreement.

(ii) Notwithstanding the foregoing, the limitations on contractual obligations described in subsection (e)(i) above shall not be applicable to the General Service Agreement. Consistent with Section 3(b)(i) above, the Parties will continue to operate under the terms of the General Service Agreement until the Transfer Date. On the Transfer Date, the Parties agree that the General Service Agreement and all other agreements between Bull Swamp and Orangeburg DPU shall be terminated, and no longer be in force or effect.

(f) Rates.

(i) As material inducement for the sale and transfer of the Bull Swamp System to Orangeburg DPU, Orangeburg DPU has agreed, to the extent that it is able to bind the City, that any customers within the service area of the Bull Swamp System, as existing on the Effective Date (the "***Bull Swamp Area***"), shall be treated by Orangeburg DPU as a separate rate class in order to sustain the existing water rates charged by Bull Swamp (the "***Bull Swamp Rate Class***") until January 1, 2026, whereupon the City may determine to take action to adjust the charges to the Bull Swamp Rate Class. A copy of Bull Swamp's water rates, as of the Effective Date, is attached hereto as **Figure 2**. Also included in **Figure 2** is a copy of the Bull Swamp Rate Class, as approved by the City simultaneously with the approval of this Agreement.

(ii) Beginning with Orangeburg DPU's first billing cycle after the Transfer Date, any customers within the Bull Swamp Area shall be billed and charged in accordance with the Bull Swamp Rate Class.

(g) Grant Funding. Consistent with the terms and conditions of the SCIIP Grant and this Agreement, Orangeburg DPU shall use the proceeds of the SCIIP Grant, plus other matching monies in an amount not less than 15% of the total SCIIP Grant, to fund Capital Improvements

and additional improvements to the Bull Swamp System to enhance service reliability and expand water capacity.

**Section 4 Representations and Warranties.** Bull Swamp makes the following representations and warranties relating to the ownership and operation of the Bull Swamp System:

(a) Authority. Bull Swamp has the power and authority to carry out the transactions contemplated hereby, including the System Transfer. Bull Swamp is cognizant of the provisions of Title 33, Chapter 36, Article 5 of the South Carolina Code wherein a corporation not-for-profit, like Bull Swamp, may arrange for the sale of all of its property and assets, and it has or will duly conform to such provisions prior to the Transfer Date.

(b) Litigation. Bull Swamp has received no notice, written or oral, of any Legal Action, except for Legal Actions as are set forth on **Schedule 3** to this Agreement. There are presently no outstanding judgments, decrees or orders of any court, any arbitrator, or any governmental authorities against or affecting the Water Assets.

(c) Licenses, Permits and Compliance with Law. Bull Swamp holds all Regulatory Approvals and has furnished such records to Orangeburg DPU. Bull Swamp has received no notice, written or oral, that Bull Swamp is presently under governmental investigation or charged or cited with respect to any actual or alleged violation of any governmental requirements related to the Bull Swamp System or any Regulatory Approval.

(d) Operation Contracts. Except for the Assigned Contracts identified on **Schedule 1**, all contracts, leases, agreements, or other obligations, including the General Services Agreement, relating to the ongoing operation, maintenance, and repair of the Bull Swamp System or the provision of water services are terminable by Bull Swamp as of or prior to the Transfer Date in accordance with the requirements of such contracts, leases, agreements, or obligations.

(e) Financial Statements and Financial Information. Bull Swamp has furnished or will furnish to Orangeburg DPU and its agents all available annual financial statements, including related statements of operations, equity, and cash flows for Bull Swamp's previous three most recent fiscal or calendar years, as well as copies of all approved budgets for the current fiscal year and the past two fiscal years. All such financial information fairly present the assets, liabilities, and financial condition of Bull Swamp as of the respective dates thereof, and the results of operations for the periods then ending, and have been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods involved. All other financial data, sales reports or other similar data heretofore or hereafter furnished by Bull Swamp to Orangeburg DPU are or shall be true, accurate and complete in all material respects.

(f) Insurance. Bull Swamp has maintained in force and effect general liability insurance with respect to damages to person or property arising out of the ownership, operation and maintenance of the Bull Swamp System and shall maintain such insurance through the Transfer Date.

(g) Environmental Matters. Bull Swamp is not aware of any actual or potential

liabilities in connection with the Bull Swamp System or any other property now or previously constituting a part of the Bull Swamp System arising under or relating to Environmental Laws, and is not aware of any facts, events, conditions, situations, or sets of circumstances that could reasonably be expected to result in or be the basis for any such liability. Bull Swamp believes the Bull Swamp System to be in material compliance with all Environmental Laws. Bull Swamp has not engaged in, and is not aware of, any studies or reports or activities or conditions pertaining to the environmental condition of the Bull Swamp System other than as have been specifically disclosed in writing to Orangeburg DPU.

(h) No Conflict, Breach, or Default. The execution and delivery of this Agreement and the performance by Bull Swamp of its obligations hereunder will not conflict with or constitute a breach of or default under (i) any contract or agreement to which Bull Swamp is a party or by which Bull Swamp is bound or to which the assets of the Bull Swamp System are subject, (ii) any law, regulation, administrative or judicial order, or any judgment or decree to which Bull Swamp or the Bull Swamp System is subject, or (iii) the charter or any resolutions or other governing documents of Bull Swamp.

**Section 5. Assets Transferred to Orangeburg DPU.** Bull Swamp sells and transfers and Orangeburg DPU acquires all the assets of the Bull Swamp System as of the Transfer Date. Bull Swamp agrees that on or before the Transfer Date it shall execute any exhibits or other documents necessary to convey the Bull Swamp System in form and content agreed to by Orangeburg DPU and deliver such documents to Orangeburg DPU. Without in any way limiting the generality of the transfer, the following provisions enumerate the Water Assets constituting the Bull Swamp System:

(a) Transfers. Bull Swamp hereby transfers to Orangeburg DPU:

(i) A bill of sale of all the Water Fixed Assets transferred to Orangeburg DPU is attached as **Exhibit D** hereto.

(ii) The form of the deed(s) for the transfer of all Water Real Property is as attached as **Exhibit C** hereto. A nonexclusive list of all Water Real Property to be transferred by such deed is enumerated on the schedule attached thereto. All Water Real Property shall be free and clear of any monetary liens, charges, latent liabilities, or indebtedness of any kind. **Exhibit C** may be supplemented after the Transfer Date with a copy of the final, recorded deed or deeds for all applicable Water Real Property to be conveyed on the Transfer Date.

(iii) A general assignment and grant of the Water Easements, including a non-exclusive list of specifically enumerated Water Easements is attached hereto as **Exhibit E**.

(iv) A bill of sale of all the Water Non-Fixed Assets transferred to Orangeburg DPU is attached as **Exhibit F** hereto, and includes a listing of all Water Non-Fixed Assets attached as a schedule thereto.

(v) A fully and duly executed assignment of all Assigned Contracts, if any, the form and content acceptable to Orangeburg DPU.

(vi) Instruments of transfer of title to all vehicles and equipment of Bull Swamp utilized in the operation of the Bull Swamp System and registered with the South Carolina Department of Motor Vehicles (if any), free and clear of all liens and encumbrances, leases, or personal property financing documents.

(b) Non-Enumerated Interests. The Parties recognize and acknowledge that the list of Water Easements, Water Real Property, Water Fixed Assets, and other interests in real property associated with the Bull Swamp System that is contained in the exhibits to this Agreement may not be exhaustive and that certain interests in real property associated with the Bull Swamp System and intended to be transferred hereunder may not be specifically enumerated therein. It is the express intention of the Bull Swamp to transfer to Orangeburg DPU all rights of way, easements, fee simple interests, and other interests in real property, including prescriptive rights, that are associated with the Bull Swamp System whether they are listed in the exhibits to this Agreement or not. Bull Swamp agrees to use its best efforts to maintain those records and documents in its possession that are related to rights of way, easements, fee simple interests, and other interests in real property associated with the Bull Swamp System and will locate such documents and provide them to Orangeburg DPU upon reasonable request. Bull Swamp agrees to execute any documents necessary or convenient to perfect the transfer or recording of the transfer of any non-enumerated interests to Orangeburg DPU.

(c) Dissolution. In the event of a dissolution of Bull Swamp, as permitted by Title 33, Chapter 36 of the South Carolina Code, any residual assets of the Bull Swamp System shall accrue to Orangeburg DPU.

(d) Member Accounts and Account Information. Bull Swamp will transfer to Orangeburg DPU a copy of the Capital Credit roster, as well as all information on member accounts and billing information related to the Bull Swamp System.

(e) Accounts Payable; Accounts Receivable; Aged Accounts. Bull Swamp is responsible for all accounts payable due and owing through the Transfer Date, and shall properly identify all such accounts payable to Orangeburg DPU. Orangeburg DPU is entitled to all accounts receivable, including any aged accounts receivable, for bills sent out on or prior to the Transfer Date and may institute collections related to bills that were outstanding and uncollected as of the Transfer Date in accordance with the General Service Agreement.

(f) Contracts, Permits, Records, Reports. Bull Swamp hereby transfers to Orangeburg DPU all outstanding contracts, permits, permit files, drawings, engineering reports and other documents related to the Bull Swamp System as well as any warranty rights or claims against third parties related to the Bull Swamp System. The documents transferred include, without limitation, all documents concerning regulatory and compliance reports, studies, maintenance records, reports and evaluations, engineering studies, and information related to capital improvement projects, insurance claims and other liabilities. Bull Swamp shall cooperate with Orangeburg DPU to ensure the transfer of all permits, including, but not limited, to all regulatory permits and licenses necessary for operation of the Bull Swamp System.

(g) Other Claims and Payments. Bull Swamp hereby transfers to Orangeburg DPU all other claims, refunds, payments, awards or revenues related to the Bull Swamp System that may become payable to Bull Swamp or Orangeburg DPU after the Transfer Date.

**Section 6     Transfer of Water Financial Assets.**

(a) Water Financial Assets. Bull Swamp shall transfer to Orangeburg DPU all of the Water Financial Assets held by Bull Swamp on the Transfer Date. The Parties agree to work in good faith to determine the final amount of the Water Financial Assets to be transferred to Orangeburg DPU on the Transfer Date. **Schedule 2** attached hereto may be supplemented or updated as necessary to detail and describe any final accounting of the Water Financial Assets through the Transfer Date.

(b) Application of Assets. Orangeburg DPU shall apply Water Financial Assets in accordance with its current business practices, to the operation, maintenance, and repair of the Bull Swamp System or the satisfaction of any other contractual obligation of Bull Swamp.

(c) Credits. Up through the Transfer Date, the Parties acknowledge and agree that Bull Swamp has previously provided, and intends to continue providing, billing credits to its members from the Water Financial Assets. Upon the Transfer Date and other than the rates contemplated by the Bull Swamp Rate Class, no such billing credits or other credit arrangements shall be sustained or continued by Orangeburg DPU.

**Section 7     Conditions Precedent.** The obligations of the Parties to consummate the System Transfer shall be subject to the satisfaction of the following conditions:

(a) Absence of Legal Action. No Legal Action shall have been instituted against Bull Swamp or Orangeburg DPU before or by any court, arbitrator, governmental agency or legislative body that challenges and/or contests the consummation of the transactions contemplated by this Agreement.

(b) Assigned Contracts. The consent of each counter-party to any Assigned Contract to the assumption or assignment of such Assigned Contract by Orangeburg DPU as of the Transfer Date.

(c) Approvals. (1) The City shall formally adopt an Ordinance approving this Agreement; and (2) Bull Swamp shall formally adopt a Resolution approving this Agreement.

(d) Membership Approval. As required by Section 33-36-810 of the South Carolina Code, the sale of the Bull Swamp System shall be approved by an affirmative two-thirds vote of all of the members of Bull Swamp. The sale and transfer of the Bull Swamp System is expressly subject to a successful vote of the membership of Bull Swamp under such section of the South Carolina Code.

(e) Additional Items. Such additional documents and items as may be required by the terms and provisions of this Agreement or otherwise requested by the Parties.

**Section 8 Operation and Maintenance of the Bull Swamp System After the Transfer Date.** After the Transfer Date and the delivery of the Transfer Documents, the Bull Swamp System will thereafter be owned, operated, and maintained by Orangeburg DPU and Orangeburg DPU shall thereafter provide water services to water customers within the Bull Swamp Area in accordance with all applicable laws of the State. Bull Swamp shall no longer have any authority, obligation, or responsibility in connection with the operation and maintenance of the Bull Swamp System and the provision of water services within area constituting the Bull Swamp System as shown **Figure 1** attached hereto.

**Section 9 Default; Remedies.** In the event either Party discovers that any representation is untrue in any material respect or any warranty is breached in any material respect, the cost of correcting any problem resulting therefrom or estimate based thereon shall be borne by the Party whose representation is untrue or whose warranty is breached. In the event either Party fails to timely perform its obligations hereunder, the other Party may initiate action to compel compliance in any court of competent jurisdiction. The costs of such action shall be recoverable from the defaulting Party.

**Section 10 Further Assurances; Agreement to Act in Good Faith.** The Parties agree that from time to time hereafter each shall, in good faith, perform such additional and further acts and shall execute and deliver such additional and further documents and instruments as may be reasonably required to consummate the System Transfer, including, but not limited to, vesting title to the Bull Swamp System in Orangeburg DPU (including all lines and rights of way as hereinabove set forth), and to achieve the smooth and proper transfer of the Bull Swamp System into Orangeburg DPU's Water System in accordance with applicable law.

**Section 11 Miscellaneous.**

(a) Notice. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when either hand delivered or deposited in the United States mail, certified mail, return receipt requested, with postage pre-paid, and addressed to the Party or Parties for whom intended as follows:

[Remainder of Page Intentionally Left Blank]

If to Orangeburg DPU:  
Orangeburg Department of Public Utilities  
1016 Russell Street  
Orangeburg, SC 29115-5996  
ATTN: Warren Harley, Manager

If to Bull Swamp:

Bull Swamp Rural Water Company, Inc.  
401 Addison Road  
North, SC 29112  
ATTN: Bobby Glen Mack, President

(b) Binding Agreement. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Parties and their respective successors and assigns.

(c) Amendments. This Agreement may not be effectively amended, changed, modified, altered, or terminated, except in accordance with the express provisions of this Agreement or with the written consent of the Parties hereto.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

(e) Severability. If any other provision of this Agreement, or any covenant, obligation, or agreement contained herein, is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

(f) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and any modification shall be in writing and signed by all the Parties.

(g) Third Parties. The provisions of this Agreement may be enforced only by the Parties. No other persons shall have any rights hereunder.

(h) State Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

(i) Performance. The officers of Orangeburg DPU and Bull Swamp, their attorneys, engineers, and other agents or employees are hereby authorized to do all acts and things required of them by this Agreement for the full, punctual, and complete performance of all of the terms,



covenants, and agreements contained herein.

(j) Jurisdiction. The Parties hereto agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement of the transactions described herein may be brought only in the Court of Common Pleas for Orangeburg County, South Carolina, or in the original jurisdiction of the South Carolina Supreme Court.

(k) Termination. This Agreement shall terminate upon the later of (i) the Transfer Date, or the (ii) the date that the articles of dissolution for Bull Swamp are filed with the South Carolina Secretary of State in accordance with Section 33-36-1040 of the South Carolina Code. Notwithstanding the foregoing, Section 3(f) of this Agreement shall survive the termination of this Agreement. Subject to the provisions of Section 11(k) hereinabove, all members of Bull Swamp as of the Effective Date shall be deemed third-party beneficiaries of this Agreement with respect to the covenant as to water rates in Section 3(f) of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City has caused this Agreement to be signed in its name by its duly authorized officer as of the date first hereinabove written.

**CITY OF ORANGEBURG, SOUTH  
CAROLINA**

[SEAL]

\_\_\_\_\_  
By: Warren T. Harley  
Department of Public Utilities, Manager

ATTEST:

\_\_\_\_\_  
City Clerk

(Signature Page of City)

IN WITNESS WHEREOF, Bull Swamp has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

**BULL SWAMP RURAL  
WATER COMPANY, INC.,**

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

(Signature Page of Bull Swamp)

## LIST OF ATTACHMENTS

- FIGURE 1** Map of Bull Swamp System
- FIGURE 2** Schedule of current Billing Rates of Bull Swamp; Copy of Bull Swamp Rate Class, as approved by City.
- EXHIBIT A** An ordinance of the City of Orangeburg entitled “AN ORDINANCE OF THE CITY OF ORANGEBURG AUTHORIZING THE EXECUTION AND DELIVERY OF A SALE AND TRANSFER AGREEMENT BY AND BETWEEN ORANGEBURG DEPARTMENT OF PUBLIC UTILITIES, SOUTH CAROLINA AND BULL SWAMP RURAL WATER COMPANY, INC.; AUTHORIZING THE IMPLEMENTATION OF THE BULL SWAMP RATE CLASSIFICATION; AND OTHER MATTERS RELATING THERETO” dated December 5, 2023
- EXHIBIT B** A resolution of Bull Swamp Rural Water Company, Inc. entitled “A RESOLUTION OF BULL SWAMP RURAL WATER COMPANY, INC. AUTHORIZING THE EXECUTION AND DELIVERY OF A SALE AND TRANSFER AGREEMENT BY AND BETWEEN ORANGEBURG DEPARTMENT OF PUBLIC UTILITIES, SOUTH CAROLINA AND BULL SWAMP RURAL WATER COMPANY, INC.; AND OTHER MATTERS RELATING THERETO” dated December 5, 2023
- EXHIBIT C** Transfer Deed
- EXHIBIT D** Bill of Sale for Fixed Assets
- EXHIBIT E** Grant and Assignment
- EXHIBIT F** Bill of Sale for Non-Fixed Assets
- SCHEDULE 1** Assigned Contracts
- SCHEDULE 2** Water Financial Assets
- SCHEDULE 3** Legal Actions

FIGURE 1

MAP OF BULL SWAMP SYSTEM

FIGURE 2

BILLING SCHEDULES

Schedule of current Billing Rates of Bull Swamp;

Monthly fees

For tap sizes 3/4", 1", or 1-1/2", this rate shall only apply to a single "unit" supplied by an individual water meter. "Unit" shall mean a single dwelling unit (i.e., an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment.

Monthly Fixed Service Charge (based on tap size):

Service Charge for Tap Size	Cost per month per bill
3/4 - 1 1/2 inches	\$ 23.50
2 inches	\$ 49.00
3 inches	\$ 145.00
4 inches	\$ 195.00
6 inches	\$ 375.00
8 inches	\$ 500.00

Water use per 1,000 gallons-----\$4.00

Late fee -----\$5.00 + 1.5% of outstanding balance  
(assessed on the 21<sup>st</sup> day after the billing date)

**Water Rate – Code 4 BSWR**

**General Service**

**(Bull Swamp Territory)**

Department of Public Utilities - Orangeburg, South Carolina

For tap sizes 3/4", 1", or 1-1/2", this rate shall only apply to a single "unit" supplied by an individual water meter. "Unit" shall mean a single dwelling unit (i.e., an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment. Water metered in gallons.

**Commodity Charge:**

\$4.00 per 1,000 gallons per month

**Service Charge:**

For 3/4 inch tap -----	\$ 23.50 per month per bill
For 1 inch tap -----	\$ 23.50 per month per bill
For 1-1/2 inch tap -----	\$ 23.50 per month per bill
For 2 inch tap -----	\$ 50.00 per month per bill
For 3 inch tap -----	\$160.00 per month per bill
For 4 inch tap -----	\$215.00 per month per bill
For 6 inch tap -----	\$400.00 per month per bill
For 8 inch tap -----	\$535.00 per month per bill

**Cost of Water Adjustment**

The commodity charge will be subject to change based on the change in the actual variable cost of water production.

**Note: "General Terms and Conditions" in effect apply to above.**

**Effective: January 1, 2024**

**Water Rate – Code 4 BSCF**

**General Service**  
**(Bull Swamp Territory)**

**Department of Public Utilities - Orangeburg, South Carolina**

For tap sizes 3/4", 1", or 1-1/2", this rate shall only apply to a single "unit" supplied by an individual water meter. "Unit" shall mean a single dwelling unit (i.e., an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment. Water metered in cubic feet.

**Commodity Charge:**

\$3.00 per 100 cu. ft. per month

**Service Charge:**

For 3/4 inch tap -----	\$ 23.50 per month per bill
For 1 inch tap -----	\$ 23.50 per month per bill
For 1-1/2 inch tap -----	\$ 23.50 per month per bill
For 2 inch tap -----	\$ 50.00 per month per bill
For 3 inch tap -----	\$160.00 per month per bill
For 4 inch tap -----	\$215.00 per month per bill
For 6 inch tap -----	\$400.00 per month per bill
For 8 inch tap -----	\$535.00 per month per bill

**Cost of Water Adjustment**

The commodity charge will be subject to change based on the change in the actual variable cost of water production.

**Note: "General Terms and Conditions" in effect apply to above.**

**Effective: January 1, 2024**



**EXHIBIT A**

**Approval Ordinance of the City of Orangeburg, South Carolina**

**EXHIBIT B**

**Approval Resolution of Bull Swamp Rural Water Company, Inc.**

EXHIBIT C

GRANTEE ADDRESS: 1016 Russell Street  
Orangeburg, SC 29115-5996

STATE OF SOUTH CAROLINA )  
 ) DEED TO REAL PROPERTY  
COUNTY OF ORANGEBURG )

GRANTEE IS A POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA  
EXEMPT FROM RECORDING FEES UNDER SECTION 12-24-40(2) OF THE CODE  
OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED

THIS DEED, dated as of the \_\_\_ day of \_\_\_\_\_ 2023 by **Bull Swamp Rural Water Company, Inc.**, a not-for-profit corporation ("Grantor") to the **City of Orangeburg, South Carolina, for the benefit of the Orangeburg Department of Public Utilities** ("Grantee").

WITNESSETH

IN CONSIDERATION of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is acknowledged by Grantor, Grantor has granted, bargained, sold and released, and by this Deed to Real Property grants, bargains, sells and releases to Grantee, her heirs and assigns the real property more completely described in Exhibit A attached hereto and incorporated herein.

THIS conveyance is made subject to all covenants, restrictions, easements, rights-of-way, and other matters of record, and such matters as would be shown by a current plat, affecting the within-described property.

THIS conveyance specifically includes all right, title and interest of Grantor, if any, in and to lands subject to or underlying any highway, road, utility easement, waterway, or body of water crossing or adjacent to the property hereby conveyed.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee its successors and assigns forever.

GRANTOR covenants to warrant and forever defend all and singular said property unto Grantee, its successors and assigns, from and against Grantor, its successors and assigns and against all persons whomsoever lawfully claiming the same, or any part thereof.

TO HAVE AND TO HOLD subject to any exceptions, limitations, conditions and reservations set forth herein, all and singular the above-described premises, together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances thereunto



**EXHIBIT A**

**Description of Real Property**

SCHEDULE 1 TO EXHIBIT C

LISTING OF BULL SWAMP RURAL WATER COMPANY, INC. REAL PROPERTY

TMS No.

EXHIBIT D

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF ORANGEBURG    )

MASTER BILL OF SALE FOR FIXED ASSETS

FOR AND IN CONSIDERATION of covenants and commitments in that certain Agreement for the Sale and Transfer of Waterworks System Assets dated as of [\_\_\_\_\_] by and between Bull Swamp Rural Water Company, Inc., and Orangeburg Department of Public Utilities (the "Agreement") and the sum of One Dollar (\$1.00) and 00/100 paid to **Bull Swamp Rural Water Company, Inc.**, a not-for-profit corporation ("Seller"), the receipt and sufficiency of which is hereby acknowledged, at and before signing and sealing of these presents, and the additional consideration hereinafter set forth, the Seller does hereby sell, transfer and convey to **the City of Orangeburg, South Carolina, on behalf of the Orangeburg Department of Public Utilities**, ("Buyer"), its successors and assigns forever, any rights, title and interest as it may have in assets and equipment associated with the waterworks system and the associated infrastructure of the Seller as shown on the map attached as Schedule A (the "Bull Swamp System"), including but not limited to all facilities, pipes, lines, tanks, valves, adjuncts, facilities, and appurtenances thereto used in the operation of the Bull Swamp System, as set forth on the attached Schedule B (collectively, the "Fixed Assets").

It is agreed that this Master Bill of Sale for the Fixed Assets, as generally permitted and required by the Agreement and all other documents and closing deliverables referenced in the Agreement, comprise all the agreements between the Seller and the Buyer and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of these agreements.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on this \_\_\_ day  
of \_\_\_\_\_, 2023

(SEAL)

**BULL SWAMP RURAL  
WATER COMPANY, INC.**

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Witness 1: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness 2: \_\_\_\_\_  
Print Name: \_\_\_\_\_

(SEAL)

**CITY OF ORANGEBURG,  
SOUTH CAROLINA**

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Witness 1: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness 2: \_\_\_\_\_  
Print Name: \_\_\_\_\_



**SCHEDULE A TO BILL OF SALE**

**Map of Bull Swamp System**

SCHEDULE B TO BILL OF SALE

**Description of Fixed Assets**

EXHIBIT E

STATE OF SOUTH CAROLINA )	GRANT AND ASSIGNMENT OF EASEMENTS AND RIGHTS OF WAY
)	
COUNTY OF ORANGEBURG )	

FOR AND IN CONSIDERATION of covenants and commitments in that certain Agreement for the Sale and Transfer of Waterworks System Assets dated [ ] by and between Bull Swamp Rural Water Company, Inc., and Orangeburg Department of Public Utilities (the "Agreement") and the sum of One Dollar (\$1.00) and 00/100 paid to **Bull Swamp Rural Water Company, Inc.**, a not-for-profit corporation ("Assignor"), the receipt and sufficiency of which is hereby acknowledged, at and before signing and sealing of these presents, and the additional consideration hereinafter set forth, Assignor does hereby convey, release and assign to the **City of Orangeburg, South Carolina, acting on behalf of the Orangeburg Department of Public Utilities**, ("Assignee"), its successors and assigns forever, any rights, title and interest as it may have in the various easements or rights of way associated with the waterworks system operated at the date hereof by the Assignor (the "Bull Swamp System") including without limitation those set forth on the Schedule attached hereto and made a part hereof as situated in the County and State aforesaid, the Assignor retaining however, the right to such use of the rights of way as the Assignee may from time to time agree to grant Assignor.

TOGETHER WITH all other easements, rights-of-way, prescriptive rights or other rights of Assignor in and to the Bull Swamp System, including all facilities, pipes, lines, tanks, valves, adjuncts, facilities, and appurtenances thereto used in the operation of the Bull Swamp System.

TO HAVE AND TO HOLD said easements, rights and rights of way, prescriptive rights, estates and privileges, unto Assignee, its successors and assigns forever.

All rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit, and be binding upon, the heirs, devisees, administrators, executors, successors and assigns of the parties hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal on this \_\_\_ day of \_\_\_\_\_ 2023.

(SEAL)

Signed, sealed and delivered in the presence of:

BULL SWAMP RURAL WATER COMPANY, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Witness 1: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness 2: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ORANGEBURG )

ACKNOWLEDGMENT

I, the undersigned Notary Public in and for the County and State aforesaid, certify that \_\_\_\_\_, [Witness #1], and \_\_\_\_\_, [Witness #2] personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of Bull Swamp Rural Water Company, Inc.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

Notary Public for South Carolina

My Commission expires: \_\_\_\_\_

SCHEDULE 1 TO ASSIGNMENT

BULL SWAMP RURAL WATER COMPANY, INC EASEMENTS

Grantor	Grantee	Deed Book	Page	Date Filed	TMS

EXHIBIT F

STATE OF SOUTH CAROLINA )  
                                  )  
COUNTY OF ORANGEBURG     )

**BILL OF SALE FOR NON-FIXED ASSETS**

FOR AND IN CONSIDERATION of covenants and commitments in that certain Agreement for the Sale and Transfer of Waterworks System Assets dated [\_\_\_\_\_] by and between Bull Swamp Rural Water Company, Inc., and Orangeburg Department of Public Utilities (the “Agreement”) and the sum of One Dollar (\$1.00) and 00/100 paid to **Bull Swamp Rural Water Company, Inc.**, a not-for-profit corporation (“Seller”), the receipt and sufficiency of which is hereby acknowledged, at and before signing and sealing of these presents, and the additional consideration hereinafter set forth, the Seller does hereby sell, transfer and convey to the **City of Orangeburg, South Carolina acting on behalf of the Orangeburg Department of Public Utilities**, an agency of the City of Orangeburg, South Carolina (“Buyer”), its successors and assigns forever, any rights, title and interest as it may have in assets and equipment associated with the waterworks system of Bull Swamp as set forth on the list attached hereto as Schedule 1 (the “Bull Swamp Non-fixed Assets”).

It is agreed that this Bill of Sale for the Non-Fixed Assets, as generally permitted and required by the Agreement and all other documents and closing deliverables referenced in the Agreement, comprise all the agreements between the Seller and the Buyer and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of these agreements.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on this \_\_\_ day of \_\_\_\_\_ 2023

(SEAL)

**BULL SWAMP RURAL  
WATER COMPANY, INC.**

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Witness 1: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness 2: \_\_\_\_\_  
Print Name: \_\_\_\_\_

(SEAL)

**CITY OF ORANGEBURG,  
SOUTH CAROLINA**

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Witness 1: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness 2: \_\_\_\_\_  
Print Name: \_\_\_\_\_

SCHEDULE 1 TO BILL OF SALE

Bull Swamp Rural Water Company, Inc. Non-Fixed Asset List



**SCHEDULE 1**

**Assigned Contracts**

NONE.

**SCHEDULE 2**

**Water Financial Assets**  
(As may be later supplemented)

**SCHEDULE 3**

**Legal Actions**

NONE

**Water Rate – Code 4 BSWR**

**General Service**

**(Bull Swamp Territory)**

**Department of Public Utilities - Orangeburg, South Carolina**

For tap sizes 3/4", 1", or 1-1/2", this rate shall only apply to a single "unit" supplied by an individual water meter. "Unit" shall mean a single dwelling unit (i.e., an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment. Water metered in gallons.

**Commodity Charge:**

\$4.00 per 1,000 gallons per month

**Service Charge:**

For 3/4 inch tap	-----	\$ 23.50 per month per bill
For 1 inch tap	-----	\$ 23.50 per month per bill
For 1-1/2 inch tap	-----	\$ 23.50 per month per bill
For 2 inch tap	-----	\$ 50.00 per month per bill
For 3 inch tap	-----	\$160.00 per month per bill
For 4 inch tap	-----	\$215.00 per month per bill
For 6 inch tap	-----	\$400.00 per month per bill
For 8 inch tap	-----	\$535.00 per month per bill

**Cost of Water Adjustment**

The commodity charge will be subject to change based on the change in the actual variable cost of water production.

**Note: "General Terms and Conditions" in effect apply to above.**

**Effective: January 1, 2024**

**Water Rate – Code 4 BSCF**

**General Service**

**(Bull Swamp Territory)**

**Department of Public Utilities - Orangeburg, South Carolina**

For tap sizes 3/4", 1", or 1-1/2", this rate shall only apply to a single "unit" supplied by an individual water meter. "Unit" shall mean a single dwelling unit (i.e., an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment. Water metered in cubic feet.

**Commodity Charge:**

\$3.00 per 100 cu. ft. per month

**Service Charge:**

For 3/4 inch tap	-----	\$ 23.50 per month per bill
For 1 inch tap	-----	\$ 23.50 per month per bill
For 1-1/2 inch tap	-----	\$ 23.50 per month per bill
For 2 inch tap	-----	\$ 50.00 per month per bill
For 3 inch tap	-----	\$160.00 per month per bill
For 4 inch tap	-----	\$215.00 per month per bill
For 6 inch tap	-----	\$400.00 per month per bill
For 8 inch tap	-----	\$535.00 per month per bill

**Cost of Water Adjustment**

The commodity charge will be subject to change based on the change in the actual variable cost of water production.

**Note: "General Terms and Conditions" in effect apply to above.**

**Effective: January 1, 2024**



**PUBLIC HEARING NOTICE**  
**Department of Public Utilities**  
**City of Orangeburg**  
**Pursuant to Section 6-1-330 of the SC Code of Laws**

There will be a Public Hearing held on Tuesday, November 21, 2023 at 6:00 P.M. in the City Council Chambers located at 933 Middleton Street in Orangeburg, South Carolina. The purpose of the hearing is to receive public comments on the following:

**Proposed Water Rates for the Bull Swamp Territory for the Department of Public Utilities effective on January 1, 2024**

Citizens are encouraged to attend and present their views, either verbally or in writing. An appointment is not necessary for inclusion on the Public Hearing portion of the agenda. Assistance will be provided upon request to accommodate the special needs of handicapped persons attending the meeting. Special assistance requests should be made to the City Administrator's Office at (803) 533-6000 twenty-four (24) hours prior to the scheduled Public Hearing.

A copy of the entire Proposed Water Rates for the Bull Swamp Territory will be available for public inspection on and after November 6, 2023 on the DPU website at [www.orbgdpu.com](http://www.orbgdpu.com) or contact the DPU Manager's office at (803) 268-4000 for a copy.

**PROPOSED WATER RATES**

**Water Rate – Code 4 BSWR – General Service (Bull Swamp Territory)**

For tap sizes 3/4", 1", or 1-1/2", this rate shall only apply to a single "unit" supplied by an individual water meter. "Unit" shall mean a single dwelling unit (i.e., an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment. Water metered in gallons.

**Commodity Charge:**

\$4.00 per 1,000 gallons per month

**Service Charge:**

For 3/4 inch tap -----	\$ 23.50 per month per bill
For 1 inch tap -----	\$ 23.50 per month per bill
For 1-1/2 inch tap -----	\$ 23.50 per month per bill
For 2 inch tap -----	\$ 50.00 per month per bill
For 3 inch tap -----	\$160.00 per month per bill
For 4 inch tap -----	\$215.00 per month per bill
For 6 inch tap -----	\$400.00 per month per bill
For 8 inch tap -----	\$535.00 per month per bill

**Cost of Water Adjustment**

The commodity charge will be subject to change based on the change in the actual variable cost of water production.

**Water Rate – Code 4 BSCF – General Service (Bull Swamp Territory)**

For tap sizes 3/4", 1", or 1-1/2", this rate shall only apply to a single "unit" supplied by an individual water meter. "Unit" shall mean a single dwelling unit (i.e., an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment. Water metered in cubic feet.

**Commodity Charge:**

\$3.00 per 100 cu. ft. per month

**Service Charge:**

For 3/4 inch tap	\$ 23.50 per month per bill
For 1 inch tap	\$ 23.50 per month per bill
For 1-1/2 inch tap	\$ 23.50 per month per bill
For 2 inch tap	\$ 50.00 per month per bill
For 3 inch tap	\$160.00 per month per bill
For 4 inch tap	\$215.00 per month per bill
For 6 inch tap	\$400.00 per month per bill
For 8 inch tap	\$535.00 per month per bill

**Cost of Water Adjustment**

The commodity charge will be subject to change based on the change in the actual variable cost of water production.