# STAFF REPORT Finance Department



MEETING DATE:	August 8, 2023
PROJECT:	Consideration of a 6-month Extension of the Agreement with Beaufort-Jasper Water and Sewer Authority
PROJECT MANAGER:	Chris Forster, Assistant Town Manager

**RECOMMENDATION:** Staff recommends another extension of the agreement with Beaufort-Jasper Water and Sewer Authority ("BJWSA").

**BACKGROUND/DISCUSSION:** On August 1, 1977, the Town of Bluffton signed a franchise agreement with BJWSA for a duration of 40 years. Prior to the 7/30/2017 expiration date, the Town and BJWSA expanded the scope captured by the franchise agreement with a new agreement dated November 14, 2001 with a validity period "for so long as the agreement is in effect", essentially granting a franchise until one party affirmatively terminated the agreement.

On November 11, 2010, the Town and BJWSA created a supplemental agreement governing project collaboration and capacity fee credit usage; that supplemental agreement had a duration of ten years, through November 10, 2020. Since the expiration of the supplemental agreement, it has been temporarily renewed seven times. The Town has engaged BJWSA in negotiations to renew for another ten-year period, however BJWSA has requested another smaller extension while they coordinate all of the intergovernmental agreements with surrounding municipalities.

**NEXT STEPS:** Authorizing the Town Manager to sign the renewal agreement with BJWSA.

## **ATTACHMENTS:**

- 1. Agreement 2011-38, Amendment 8, BJWSA franchise extension
- 2. Resolution
- 3. Motion

STATE OF SOUTH CAROLINA)	AMENDMENT # 8
)	TO
COUNTY OF BEAUFORT )	MOU 2011-38

#### WITNESSETH:

**WHEREAS,** Memorandum of Understanding ("MOU") # 2011-38 was made and entered into the 22nd day of November, 2010 between the Town of Bluffton (hereinafter the "Town") and Beaufort-Jasper Water and Sewer Authority (hereinafter "BJWSA"); and

**WHEREAS,** Section III (B) of MOU # 2011-38 provided for a ten (10) year validity period which could be extended by mutual agreement of both parties; and

**WHEREAS**, prior to the end of the validity period, the Town and BJWSA agreed to extend the agreement for a period of ninety (90) days from November 22, 2020 through February 20, 2021 in Amendment 1; and

**WHEREAS,** the Town and BJWSA agreed to extend the agreement for another period of ninety (90) days from February 21, 2021 through May 22, 2021 in Amendment 2; and

**WHEREAS**, the Town and BJWSA agreed to extend the agreement for another period of ninety (90) days from May 23, 2021 through August 22, 2021 in Amendment 3; and

**WHEREAS**, the Town and BJWSA agreed to extend the agreement for an additional period of six (6) months from August 23, 2021 to February 23, 2022 in Amendment 4; and

**WHEREAS**, the Town and BJWSA agreed to extend the agreement for an additional period of six (6) months from February 23, 2022 to August 24, 2022 in Amendment 5; and

**WHEREAS**, the Town and BJWSA agreed to extend the agreement for an additional period of six (6) months from August 24, 2022 to February 24, 2023; and

**WHEREAS**, the Town and BJWSA agreed to extend the agreement for an additional period of six (6) months from February 24, 2023 to August 24, 2023; and

WHEREAS, the Town and BJWSA agree to amend MOU # 2011-38 as described herein.

**NOW, THEREFORE,** in exchange for the mutual promises written herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Town and the BJWSA agree as follows:

- 1. Town and BJWSA agree to extend MOU # 2011-38 for an additional period of six (6) months from August 24, 2023 to February 24, 2024.
- 2. All other terms and conditions of MOU # 2011-38 shall remain in full force and effect and remain unchanged except as stated herein.

[Remainder of Page Intentionally Omitted. Signature Page to Follow.].

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IN WITNESS WHEREOF, the parties hereto have cau executed this day of, 2023.	ised the within Amendment # 8 to MOU # 2011-38 to be
BEAUFORT-JASPER WATER AND SEWER AUTHORITY	TOWN OF BLUFFTON
Date:	Date:
By:	Ву:
Print Name:	Print Name:
Position:	Position:
Witness:	Witness:
Attachments:	

1. none

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## **A RESOLUTION**

RELATING TO THE TOWN OF BLUFFTON, SOUTH CAROLINA, SUPPORT OF AGREEMENT WITH BEAUFORT JASPER WATER AND SEWER AUTHORITY

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Council (the "Council"), as the governing body of the Town of Bluffton, as follows:

1. The Council hereby declares that this Resolution shall constitute its consent to extend the term of the intergovernmental agreement with the Beaufort Jasper Water and Sewer Authority for special project collaboration and use of capacity fee credits.

Approved this 8 <sup>th</sup> day of August 2023.	
	Lisa Sulka, Mayor
	Town of Bluffton, South Carolina
ATTEST:	
Marcia Hunter, Town Clerk	
SEAL	

# **Recommended Motion**

Consideration to Approve a Resolution for Execution of an Extension of a Memorandum of Understanding between the Town of Bluffton and Beaufort Jasper Water and Sewer Authority Addressing Projects and Capacity Fee Credits - Chris Forster, Assistant Town Manager

"I make a motion to approve a resolution for execution of an extension of the Memorandum of Understanding between the Town of Bluffton and the Beaufort Jasper Water and Sewer Authority addressing projects and capacity fee credits."