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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable R. Markley Dennis, Jr., Circuit Court Judge

Case No. 2018-CP-10-02764
Appellate Case No. 2021-001395

Snee Farm Lakes Homeowner’s Association, Inc., individually and on behalf of those similarly situated.....Appellant,

v.

The Commission of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks.....Respondent.

**RECORD ON APPEAL
VOLUME 1**

Ross A. Appel, Esq., SC Bar No. 79149
Clayton B. McCullough, Esq., SC Bar No. 13722
McCULLOUGH ▪ KHAN ▪ APPEL
2036 eWall Street
Mount Pleasant, SC 29464
(843) 937-0400
(843) 937-0706 (fax)
ross@mklawsc.com
clay@mklawsc.com

James L. Ward, Jr., Esq. (SC Bar No. 13453)
McGowan, Hood & Felder, LLC
10 Shem Drive, Suite 300
Mount Pleasant, SC 29464
(843) 388-7202
(843) 388-3194 (fax)
jward@mcgowanhood.com

Counsel for Appellant

Gray C. Culbreath, Esq.
Eleanor L. Jones, Esq.
Gallivan White & Boyd, PA
P.O. Box 7368
Columbia, SC 29202
gculbreath@gwblawfirm.com
ahill@gwblawfirm.com
ejones@gwblawfirm.com

David G. Jennings, Esq.
James A. Bruorton, IV, Esq.
Timothy J.W. Muller, Esq.
Rosen, Rosen & Hagood,
LLC P.O. Box 893
Charleston, SC 29402
djennings@rosenhagood.com
cbruorton@rosenhagood.com
tmuller@rosenhagood.com

Counsel for Respondent

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Snee Farm Lakes HOA
PLAINTIFF(S)

Mount Pleasant Waterworks
DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX)**
 Affirmed; Reversed; Remanded; Other

2018 NOV 30 AM 11:29
 OFFICE OF THE CLERK
 OF THE COURT OF COMMON PLEAS
 CHARLESTON, SOUTH CAROLINA

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court: Defendant's Motion to Dismiss is DENIED.

ORDER INFORMATION

This order ends does not end the case.

INFORMATION FOR THE JUDGMENT INDEX

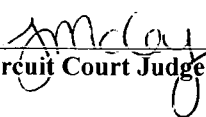
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		
If applicable, describe the property, including tax map information and address, referenced in the order: N/A		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

	2764	11/26/18
Circuit Court Judge	Judge Code	Date

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Snee Farm Lakes Homeowner's)
 Association, Inc., individually and on)
 behalf of those similarly situated,)
)
 Plaintiff,)
)
 vs.)
)
 The Commissioners of Public Works for the)
 Town of Mount Pleasant d/b/a Mount)
 Pleasant Waterworks,)
)
 Defendant.)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH JUDICIAL CIRCUIT
 CASE NO.: 2018-CP-10-2764

**ORDER GRANTING PLAINTIFF'S
 MOTION FOR CLASS
 CERTIFICATION**

FILED
 2019 JUN 14 AM 10:21
 JULIE J. ARNOLD
 CLERK OF COURT
 BY _____

This matter came before the Court May 31, 2019 on Plaintiff Snee Farm Lakes Homeowner's Association, Inc.'s Motion for Class Certification. After consideration of the parties arguments, including their briefs in support and opposition, and as set forth more fully below and herein, this Court now grants Plaintiff's Motion for Class Certification and certifies the Plaintiff Class.

INTRODUCTION

This case involves Plaintiff's refund claim for excessive Basic Facility Charges ("BFC") charged by Defendant Commissioners of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks ("MPW"). MPW is a municipal water and sewer authority established pursuant to ordinance of the Town of Mount Pleasant and governed by Sections 5-31-210-270 of the South Carolina Code. It is a government entity that enjoys a monopoly in its service area for providing water and sewage services to Plaintiff and other commercial customers.

Plaintiff is a non-profit homeowners' association that owns, manages, and maintains the common elements identified in Snee Farm Lakes' restrictive covenants. The Snee Farm Lakes

development has a single water meter, and MPW bills Plaintiff monthly for water and sewage service. Plaintiff is the MPW customer, not the individual owners in the Snee Farm Lakes development.

MPW charges its customers, including Plaintiff, monthly BFC in addition to traditional volumetric rates based on meter readings. According to MPW's Cost Recovery Policy 7.2 (April 2015 version), BFC "provide equity and stability" by recovering MPW's "fixed costs" including, but not limited to, renewal and replacement debt service, capital costs, operating and maintenance costs, and general administrative costs.¹

BFC are calculated based on the number of Residential Equivalent Units ("REU") assigned to each account. One REU is equal to 300 gallons per day (9,000 gallons per month). MPW assigns each customer a certain number of REU prior to establishing service based on consumption demand assumptions administered and ultimately accepted by MPW. The customer pays MPW a one-time "impact fee" based on the number of REU assigned to the account. MPW then uses this same consumption demand estimate (the REU assignment) to calculate BFC on an ongoing monthly basis thereafter. Specifically, MPW calculates each customer's BFC charge by multiplying the number of assigned REU by the prevailing BFC rate (\$X per REU).

Plaintiff alleges its and the Class's actual water use has for many years been much less than their assigned REU projections, and as a result, they have paid excessive BFC. And Plaintiff contends Defendant knew of these overcharges since at least November 2014, when it received a memorandum from an outside consultant, CDM Smith, Inc., which concluded "approximately 700

¹ Policy 7.2 was amended in June 2018, after this lawsuit was filed, by adding the following language: "The BFC is a charge for the reservation of capacity based on the total active REUs assigned to a property. To ensure the purchased capacity remains available, all BFCs must be paid." Nowhere does Policy 7.2 (April 2015 version) speak to the concept of "reservation of capacity," a concept discussed extensively by MPW in its opposition to class certification.

customers used less than their allocated REUs in 2013” and there were 4,400 REU (or 475.2 million gallons) allocated to commercial accounts that were “unused.” Although shortly thereafter MPW notified 60 customers they had *insufficient* REU in 2014 (and were underpaying BFC), MPW did not notify customers with excessive REU (who were overpaying BFC) until early 2018 when it notified 288 accounts with excessive REU based on an internal 2017 audit. These notification letters offered no refund of any kind, only an administrative process whereby customers could request a REU reduction prospectively.

The thrust of Plaintiff’s claims is that MPW owes a non-delegable duty to charge just and reasonable rates based on actual use, and its practice of overcharging customers based on inaccurate, outdated REU assignments is unlawful. *See* S.C. Code Section 5-31-250 (“The board of commissioners of public works of any city or town . . . may supply and furnish water to citizens of the city or town . . . and may require payment of such rates, tolls and charges as it may establish for the use of water . . .”) (emphasis added); *Simons v. City Council of Charleston*, 181 S.C. 353, 187 S.E. 545 (1936) (holding municipal water rates must at all times be “reasonable”).

Besides failing to notify customers of these overcharges until 2018, Plaintiff alleges MPW never periodically adjusted Plaintiff’s and other customers’ REU assignments to ensure they remain consistent with actual use. According to Plaintiff, this caused the overcharges at issue in this case. MPW contends it is the customer’s responsibility to petition MPW for REU reductions if the customer wants to be charged only for the water it actually uses. Plaintiff responds by claiming, as a matter of law, MPW cannot skirt its obligation to charge just and reasonable rates based on actual use by delegating the duty to adjust REU assignments to customers; MPW is better positioned than customers to perform this function based on its possession of the data, technical expertise, and incentive to project accurate demand; and customers face paying excessive use

charges and expensive impact fees if REU are dropped too low. Set forth below are the findings of fact and conclusions of law in favor of class certification.

STANDARD OF REVIEW

Rule 23(d)(1), SCRCF provides: “As soon as practicable, after the commencement of an action brought as a class action, the court shall determine by order whether it is to be so maintained. An order under this subdivision may be conditional, and may be altered or amended before the decision on the merits.” The Supreme Court of South Carolina “has expressed the viewpoint that class actions are favored in this state[.]” *Grazia v. S.C. State Plastering, LLC*, 390 S.C. 562, 576, 703 S.E.2d 197, 204 (2010). Undergirding this sentiment is the rationale that “the class action device saves the resources of both the courts and the parties by permitting an issue potentially affecting every [class member] to be litigated in an economical fashion under Rule 23.” *Id.* (quoting *Califano v. Yamasaki*, 442 U.S. 682, 701 (1979)).

A party seeking class certification must demonstrate:

- 1) the class must be “so numerous that joinder of all members is impracticable;”
- 2) there must be “questions of law or fact common to the class;”
- 3) the “claims or defenses of the representative parties [must be] typical of the claims or defenses of the class;”
- 4) “the representative parties [must] fairly and adequately protect the interests of the class;” and
- 5) “the amount in controversy [must] exceed[] one hundred dollars for each member of the class.

Gardner v. S.C. Dep’t of Revenue, 353 S.C. 1, 20–21, 577 S.E.2d 190, 200 (2003) (alterations in original) (quoting Rule 23(a), SCRCF). “The first four criteria are often referred to as the requirements for numerosity, commonality, typicality, and adequacy of representation.” *Id.* Whether a class should be certified rests in the discretion of the trial court. *King v. Am. Gen. Fin., Inc.*, 386 S.C. 82, 88, 687 S.E.2d 321, 324 (2009). In reviewing a motion to certify a class, the Court should accept the allegations in the pleadings as true and may not look to the merits of the

claims. *Anselmo v. West Paces Hotel Grp., LLC*, 2011 WL 1049195 at *19 (D.S.C. 2011); *Middleton v. SunStar Acceptance Corp.*, No. CIV.A. 98-CP-07-1131, 2000 WL 33385388, at *3 (S.C. Ct. Comm. Pleas Jan. 13, 2000).

Class Definition

The Class is defined as all current and former MPW commercial customers who paid excessive BFC in excess of \$100, defined as a customer's average daily usage from January 1, 2014 (or any later date of service inception) to present being less than that customer's assigned REU. Excluded from the Class are:

- a. Defendant, its legal representatives, elected officials, officers, directors, assigns, and successors;
- b. The judge, magistrate, and any special master to whom this case is assigned, and any member of their immediate families; and
- c. To the extent the class certification order permits exclusion, all account holders that timely submit proper requests for exclusion from the plaintiff class.

Rule 23 Requirements Are Met

As a threshold matter, Defendant asserts Plaintiff lacks standing to bring this claim because it has suffered no injury. I find this contention wholly without merit.

A party bringing suit may acquire standing by statute, through the rubric of Article III standing, or under the public importance exception.² *ATC S., Inc. v. Charleston Cnty.*, 380 S.C. 191, 195, 669 S.E.2d 337, 339 (2008). Under a constitutional standing analysis: (1) a party must "have suffered an injury-in-fact which is a concrete, particularized, and actual or imminent invasion of a legally protected interest[.]" (2) "a causal connection must exist between the injury

² There is no suggestion Plaintiff has standing pursuant to statute or under the public importance exception; therefore, the Court's analysis is confined to Article III standing.

and the challenged conduct[.]” and (3) “it must be likely that a favorable decision will redress the injury.” *Youngblood v. S.C. Dep’t of Soc. Servs.*, 402 S.C. 311, 317–18, 741 S.E.2d 515, 518 (2013).

Defendant claims Plaintiff has not suffered an “injury-in-fact” because the cost of water is allegedly passed on to the unit owners through regime fees. However, this assertion misses the point. Plaintiff is a MPW customer that receives monthly water bills. According to Plaintiff’s lawsuit, the bills it received—and paid—included excessive BFC for years and therefore it is entitled to a refund for this overcharge. The individual unit owners in the Snee Farms Lake development, however, are *not* MPW customers, have no direct relationship with MPW, and therefore, have no standing to bring this case. Whatever other contractual agreements Plaintiff may have with its members do not undermine Plaintiff’s standing as an overcharged MPW customer for purposes of this case and class certification.³

I. Numerosity

The Class is so numerous that joinder of all members as plaintiffs is impracticable. No specific number of potential class members is required to satisfy numerosity. *Brady v. Thurston Motor Lines*, 726 F.2d 136, 145 (4th Cir. 1984). However, “[g]enerally, classes consisting of forty

³ Furthermore, even if I were to accept Defendant’s analysis, Plaintiff would have associational standing to bring suit for its member owners. “The three part test for associational standing requires that an association’s members would otherwise have standing to sue in their own right, the interests at stake are germane to the organization’s purpose, and neither the claim asserted nor the relief requested requires the participation of individual members in the lawsuit.” *Carnival Corp. v. Historic Ansonborough Neighborhood Ass’n*, 407 S.C. 67, 76, 753 S.E.2d 846, 851 (2014). Here, Defendant asserts the homeowners would possess any potential claim. As to the interests at issue, Plaintiff’s purpose is to provide amenities to its owners, including water and wastewater services, and therefore the claims are aligned with its function. Finally, the claims asserted do not require the involvement of any owner, because the issue raised is the charge relative to Plaintiff’s overall usage rather than use by a single owner.

or more members are considered sufficiently large to satisfy the impracticability requirement.” *Am. Sales Co., LLC v. Pfizer, Inc.*, 2017 WL 3669604 (E.D. Va. 2017) (citing *Meijer, Inc. v. Warner Chilcott Holdings, Co., Ltd.*, 246 F.R.D. 293, 301 (D.D.C. 2007)).

“[T]he size of the class is not the only consideration relevant to the impracticability inquiry.” *Am. Sales Co., LLC.*, 2017 WL 3669604 at *9-10. Instead, courts should consider other factors such as judicial economy, financial resources of class members, the overlapping or duplicative nature of the potential claims, and, given the economics of litigation, whether class members would be effectively barred from pursuing their claims absent certification. *Id.*

The Class includes all commercial customers who paid excessive BFC based on their average daily usage records since January 1, 2014. Plaintiff’s definition of “excessive” mirrors the average daily use methodology MPW uses when calculating impact fees and assigning REU at service inception. Plaintiff claims that, as defined, the Class includes over 400 accounts. Defendant argues that each customer’s claims are factually distinct and render the numerosity requirement impossible for Plaintiff to meet. This Court disagrees. As discussed more fully *infra*, the Class and its attendant claims are addressed to commercial customers charged excessive BFC. MPW’s own 2017 Audit, which used a more conservative highest quarter average definition of “excessive,” found 288 accounts had excessive REU based on the last three years of actual use records. Consequently, I find the number of members makes joinder impracticable in satisfaction of Rule 23(a)(1).

II. Commonality

Common questions of law and fact exist as to all members of the Class. Rule 23(a)(2) requires that a party seeking to certify a class demonstrate that “there are questions of law or fact common to the class.” Practically, “this means the party must articulate the existence of significant

common, legal, or factual issues which bind the proposed class together.” *Gardner v. S.C. Dep’t of Revenue*, 353 S.C. 1, 21, 577 S.E.2d 190, 200 (2003) (internal quotation marks omitted). However, commonality does not demand that *every* issue in the case be common to all class members, but instead would be met where the class shares a determinative issue. *Id.* at 21, 577 S.E.2d at 200–01. “In fact, a single common issue will suffice if it is important enough.” *McGann v. Mungo*, 287 S.C. 561, 568, 340 S.E.2d 154, 158 (Ct. App. 1986) (citing H. Lightsey & J. Flanagan, *South Carolina Civil Procedure* 198 (2d ed. 1985)).

In this case, Plaintiff alleges the Class’s claims arise from a uniform course of conduct involving common questions of law and fact. These issues include, but are not limited to:

- a. Whether under the facts and circumstances of this case, state law prohibits MPW from imposing and collecting excessive BFC based on REU estimates that exceed actual usage.
- b. Whether Plaintiff and the Class members have suffered financial damages and MPW owes refunds associated with its imposing and collecting excessive BFC based on REU estimates that exceed actual usage.
- c. Whether MPW can continue charging BFC based on REU estimates that exceed actual usage, as it has traditionally done.

The critical issues dominating the claim of every Class member are (1) whether MPW can legally charge BFC based on REU assignments inconsistent with actual use, and (2) who has the burden of periodically adjusting each customer’s REU assignment to ensure customers are not overcharged. MPW argues BFC are “reservation of capacity” charges that do not have to be connected to actual use. Plaintiff disputes this notion by, among other things, observing the language “reservation of capacity” was only added to the definition of BFC after this lawsuit was filed.⁴ MPW further argues it has no legal obligation to monitor usage to ensure accurate REU

⁴ Footnote 1, *supra*.

assignments, and customers have the obligation to petition for reductions or increases. Plaintiff disagrees, arguing state law requires that MPW at all times charge just and reasonable rates based on the “use” of water.⁵

Whether Plaintiff or Defendant is right about these two core issues is for another day. However, for the purposes of class certification, this Court recognizes both questions are embedded in the claims of every Class member. Resolution of these questions all but resolves each Class member’s claim. The class action mechanism was designed to efficiently resolve cases like this where common issues are present amongst hundreds of potential plaintiffs. For these reasons, I find that based upon the common questions presented, Plaintiff has met its burden as to commonality as required by Rule 23(a)(2).

III. Typicality.

The tenets of commonality and typicality are often dealt with as one in terms of class certification. *See Gen. Tel. Co. of the Sw. v. Falcon*, 457 U.S. 147, 157 n.13 (1982) (“The commonality and typicality requirements of Rule 23(a) tend to merge.”). “To establish the typicality requirement, the ‘claims or defenses of the representative parties [must be] typical of the claims or defenses of the class.’” *Pope v. Heritage Cmty., Inc.*, 395 S.C. 404, 422, 717 S.E.2d 765, 774 (Ct. App. 2011) (alterations in original) (quoting Rule 23(a)(3)). Decisions construing

⁵ I also reject Defendant’s argument that possible statute of limitation defenses would vary among the Class and defeat commonality. Simply stating that a customer may have known that it was overpaying BFC is not the same as that customer recognizing it had a claim against a municipal authority. Plaintiff’s case is based on an allegation that MPW has acted illegally and contrary to its statutory obligations. A customer is allowed to presume the government is acting lawfully. *See S.C. Nat. Bank v. Florence Sporting Goods, Inc.*, 241 S.C. 110, 115–16, 127 S.E.2d 199, 202 (1962) (“[P]ublic officers are presumed to have properly discharged the duties of their offices and to have faithfully performed the duties with which they are charged.”). In any event, class certification is not a ruling on MPW’s defenses, which can be raised and resolved on a class wide basis as the litigation proceeds.

Rule 23(a)(3) have given it a liberal construction, holding that a claim is typical if it arises from the same events, practices, or course of conduct that gives rise to the claims of other class members, and if the claims are based on the same legal theories. *See* H. Newberg, *Newberg on Class Actions* § 3:29 (5th ed. 2011) (collecting cases). Generally, “[w]here the class representatives’ claims are such that they will have to prove the same elements as the remainder of the class, then typicality should be found notwithstanding factual differences between various members of the class.” *Brown v. Cameron-Brown Co.*, 92 F.R.D. 32, 38 (E.D. Va. 1981).

Defendant focuses much of its attention on how initial REU assignments are processed, an observation that the Class would potentially include hospitals, restaurants, and other business that may operate differently than an HOA, and the allegation that some customers may have decided to maintain excessive REU and pay excessive BFC. I find these distinctions fail to demonstrate that Plaintiff’s claims are atypical of the Class.

Plaintiff’s case does not involve an attack on the initial REU assignment or seek any impact fee refunds. Nor do Plaintiff’s claims relate to whether certain Class members decided to purchase additional REU at the impact fee stage for business purposes.⁶ Rather, Plaintiff challenges MPW’s practice of basing BFC on the initial REU assumptions and never periodically adjusting REU assignments to ensure they remain consistent with actual use. Fundamental legal questions over whether and under what circumstances REU adjustments must be made and who must make them predominate the Class. Of course, hospitals, restaurants, and HOAs use water services differently, but that is irrelevant to this case. All implicated customers who comprise the Class, like Plaintiff, would have a refund claim for past excessive BFC.⁷

⁶ For this reason, the affidavit submitted by Jason Ward with Landmark Enterprises, Inc. does not defeat class certification. Notably, Mr. Ward takes no position on whether refunds for past excessive BFC should be paid.

⁷ Defendant also attempts to draw distinctions in the fact that Plaintiff never sought a reduction of

Given the foregoing, Plaintiff's claims arise from the same nucleus of operative facts and are intended to correct and prevent the same improper conduct that has impinged identically on Plaintiff and members of the Class. I therefore find Plaintiff's claims are typical of the Class in satisfaction of Rule 23(a)(3).

IV. Adequacy of Representation.

To satisfy the Rule 23(a)(4) requirement that that named plaintiff fairly and adequately protect the interests of the class, the Court must examine: "(1) whether class counsel are qualified, experienced, and generally able to conduct the proposed litigation; and (2) whether Plaintiff[s] claims are sufficiently interrelated with and not antagonistic to the class claims as to ensure fair and adequate representation." *Lott v. Westinghouse Savannah River Co.*, 200 F.R.D. 539, 561 (D.S.C. 2000). "The kind of antagonism that will defeat the maintenance of a class action is the kind which relates to the subject matter in controversy, as when the named representative has a claim which conflicts with the economic interests of the class." *Waller v. Seabrook Island Prop. Owners Ass'n*, 300 S.C. 465, 468, 388 S.E.2d 799, 801 (1990).

Defendant does not challenge the adequacy of counsel, and this Court finds counsel for the Class are professionally competent to conduct this particular litigation. Plaintiff's counsel have significant collective experience prosecuting complex and class litigation, and they are qualified to prosecute the claims of all Class members.

However, Defendant takes issue with Plaintiff as an adequate representative of the Class, revisiting many of the challenges to commonality and typicality the Court has already rejected within this Order. Defendant's assertions that the Class members have distinct claims and interests

its REU and cannot show that other commercial customers chose not to reduce their REU for the same reasons. As discussed regarding commonality, Defendant's assertions assume its customers had the burden of regulating their own rates. This is a core legal question Plaintiff's suit seeks to address.

all assume MPW is not legally required to monitor and regulate REU assignments and make customary adjustments as part of charging a reasonable rate. It is the validity of this legal assumption that lies at the heart of Plaintiff's claims and is typical of the Class—all of whom have claims predicated on whether the law allows MPW to charge them in this manner, and if not, whether they are entitled to a refund.

MPW also suggests Plaintiff lacks sufficient understanding of the case to serve as Class representative. Plaintiff is not required to be so conversant with the facts and legal theories of the case to brief its own arguments. *See Gunnells v. Healthplan Servs., Inc.*, 348 F.3d 417, 430 (4th Cir. 2003) (holding as “hornbook law” that “[i]n a complex lawsuit, such as one in which the defendant’s liability can be established only after a great deal of investigation and discovery by counsel against a background of legal knowledge, the representative need not have extensive knowledge of the facts of the case in order to be an adequate representative.” (alteration in original) (internal quotation omitted)). Having reviewed the Rule 30(b)(6) deposition testimony of Plaintiff submitted by Defendant with its opposition brief, I find that Plaintiff, aided by its experienced counsel, will adequately represent and protect the interests of the Class. Plaintiff understands the basis of the BFC refund claim and the Class it seeks to represent. All members of the Class sustained damages arising out of Defendant’s uniform conduct toward Plaintiff and all members of the Class. Plaintiff is committed to pursuing this action, and Plaintiff’s claims benefit and are coextensive with those of all Class members. Contrary to MPW’s argument, Plaintiff need not be in a position to declare what other Class members’ REU assignments ought to be. A core legal, and disputed, issue in this case is whether customers even have this responsibility at all.

V. The Amount in Controversy.

The final prong of Rule 23 requires that each class member have a claim in excess of \$100.

Here, the proposed Class is comprised of MPW commercial customers that have paid excessive BFC in excess of \$100. As a result, this element is satisfied.

CONCLUSION

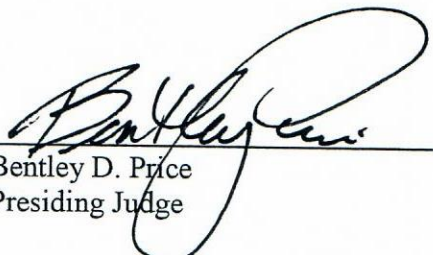
As set forth herein, this Court finds Plaintiff has met its burden of demonstrating that each requirement for class certification is satisfied. Although Defendant artfully challenges the motion, focusing on individual customers as evidence that any claims are distinct, I find that the overarching issues predominating the class are whether (1) MPW can legally charge BFC based on REU assignments inconsistent with actual use and (2) whether MPW is required to monitor and adjust REU assignments as part of its duty to charge reasonable BFC. If Plaintiff is right, then any individual action by Class members regarding REU adjustments are irrelevant. If MPW is right, then the claims of the Class all but fall apart and this issue will be one decided for all customers that follow. Accordingly, I find that class certification promotes the interests of judicial economy, efficiency, and fairness to all parties.

IT IS HEREBY ORDERED THAT:

1. The Class is certified on all causes of action;
2. Snee Farm Lakes Homeowner's Association, Inc. is appointed Class representative;
3. Clayton B. McCullough, Ross A. Appel, James L. Ward, Jr., and Ranee Saunders are appointed Class Counsel.

AND IT IS SO ORDERED.

DATED: June 14th 2019


Bentley D. Price
Presiding Judge

IN THE STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Snee Farm Lakes Homeowner's)
 Association, Inc., Individually and on)
 Behalf of those Similarly Situated,)
 Plaintiff,)
)
 v.)
)
 The Commission of Public Works for the)
 Town of Mount Pleasant d/b/a Mount)
 Pleasant Waterworks,)
 Defendant.)

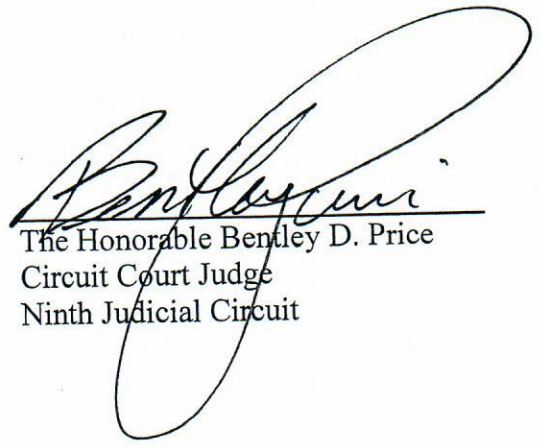
IN THE COURT OF
 COMMON PLEAS
 NINTH JUDICIAL CIRCUIT
 2018-CP-10-2764

**ORDER DENYING
 DEFENDANTS' MOTION
 TO RECONSIDER**

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 JUDGE J. ARMSTRONG
 CLERK OF COURT

This matter initially came before the Court on June 14, 2019 on Plaintiff's Motion for Class Certification. At the conclusion of oral arguments, the Court granted the Motion. Defendant thereby timely filed a Motion to Reconsider. After thoroughly reviewing the Motion and after a Hearing, Defendant's Motion to Reconsider is **DENIED.**

AND IT IS SO ORDERED.


 The Honorable Bentley D. Price
 Circuit Court Judge
 Ninth Judicial Circuit

August  2019

The South Carolina Court of Appeals

Snee Farm Lakes Homeowner's Association, Inc.,
individually and on behalf of those similarly situated,
Respondent,

v.

The Commissioners of Public Works for the Town of
Mount Pleasant d/b/a Mount Pleasant Waterworks,
Appellant.

Appellate Case No. 2019-001482

ORDER

Appellant has served and filed a notice of appeal from an order granting a motion for class certification and an order denying reconsideration. Respondent has filed a motion to dismiss. After careful consideration of the parties' filings, the motion to dismiss is granted because the orders on appeal are not immediately appealable. *See Schein v. Lamar*, 274 S.C. 329, 263 S.E.2d 383 (1980); *Knowles v. Standard Savings and Loan Assoc.*, 274 S.C. 58, 261 S.E.2d 49 (1979). The remittitur will be sent as required by Rule 221(b), SCACR.

Columbia, South Carolina



FOR THE COURT

cc:

Clayton B. McCullough, Esquire

Ross A. Appel, Esquire

James L. Ward, Jr., Esquire

Susan Ranee Saunders, Esquire

Gray Thomas Culbreath, Esquire

Amy L.B. Hill, Esquire

FILED

December 5, 2019

Janice Holmes, Esquire
James Atkinson Bruorton, IV, Esquire
David G. Jennings, Esquire
Timothy James Wood Muller, Esquire

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Snee Farm Lakes Homeowner’s Association,)
Inc., Individually and on Behalf of those)
Similarly Situated,)
)
Plaintiff,)
)
vs.)
)
The Commissioner of Public Works of the)
Town of Mount Pleasant, South Carolina d/b/a)
Mount Pleasant Waterworks,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2018-CP-10-2764

**ORDER DESIGNATING CASE
AS COMPLEX**

IT IS ORDERED that this case be designated complex. Discovery deadlines and a trial date will be determined after the parties have consulted with the judge designated below.

IT IS FURTHER ORDERED that this case be assigned to the Honorable Roger M. Young to hear and handle all pre-trial motions, trial, and other matters pertaining to this case.

IT IS SO ORDERED!

The Honorable Jennifer B. McCoy

This 8th day of April, 2020
Charleston, South Carolina



Charleston Common Pleas

Case Caption: Snee Farm Lakes Homeowners Association Inc VS Commission of
Public Works for the Town of Mount Pleasant Th
Case Number: 2018CP1002764
Type: Order/Complex Case Designation

So Ordered

s/Jennifer B. McCoy #2764

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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	
	)	CASE NO.: 2018-CP-10-2764
Snee Farm Lakes Homeowner’s)	
Association, Inc., individually and on)	
behalf of those similarly situated,)	
)	
Plaintiff,)	
)	
vs.)	
)	
The Commissioners of Public Works for the)	
Town of Mount Pleasant d/b/a Mount)	
Pleasant Waterworks,)	
)	
Defendant.)	
)	

ORDER AMENDING CLASS DEFINITION AND APPROVING FORM OF NOTICE AND NOTICE PLAN

This matter is before the Court on Plaintiff’s motion to amend the Class definition and to approve its proposed form of notice of class certification and notice plan. For the reasons set forth, the Court grants Plaintiff’s motion.

On June 14, 2019, this Court granted Plaintiff’s motion for class certification pursuant to Rule 23, SCRCPP, certifying the following Class:

All current and former MPW commercial customers who paid excessive BFC in excess of \$100, defined as a customer’s average daily usage from January 1, 2014 (or any later date of service inception) to present being less than that customer’s assigned REU.

Because the Class period “to present” does not provide a date on which Class membership can be finally determined, the parties have agreed to set December 31, 2019 as the end of the Class period.

Accordingly, the Class definition is amended as follows:

All current and former MPW commercial customers who paid excessive BFC in excess of \$100, defined as a customer’s average daily usage from January 1, 2014 (or any later date of service

inception) to December 31, 2019 being less than that customer's assigned REU.

All other aspects of the Court's June 14, 2019 Order granting Plaintiff's motion for class certification remain in effect.

To enable Class counsel to provide notice of class certification in accordance with this Order, Defendant has produced customer data necessary to identify those customers that meet the amended Class definition. Class counsel and their agents, including Epiq Class Action & Claims Solutions, Inc. and its other divisions and subsidiaries, such as Hilsoft Notifications, will use the Class Member contact data Defendant produced only for the purpose of providing notice to Class Members, will maintain the confidentiality of the data for so long as the data are in their possession, and will not distribute the data to other persons. The parties will agree on the disposition of the data upon the conclusion of the action, but in no event shall the data be used for purposes other than providing notice to Class Members.

The Court further orders notice be provided in the manner set forth in Plaintiff's motion. Specifically, Class counsel will send notice to each Class Member by mailing the notice to the last known address of each Class Member as determined from Defendant's records. In addition to providing direct mailed notice, Class counsel will establish a dedicated website on which the notice and other pertinent case documents will be available.

The notice period will extend 60 days from the date on which notice is mailed. The notice will explicitly advise the Class Members on how to exclude themselves from the Class by submitting the request for exclusion form. Those Class Members who have not excluded themselves by requesting exclusion will be included in the Class and will be bound by the proceedings.

IT IS SO ORDERED.

By: _____
Roger M. Young, Sr.
Circuit Court Judge

Charleston, South Carolina
_____, 2020



Charleston Common Pleas

Case Caption: Snee Farm Lakes Homeowners Association Inc VS Commission of
Public Works for the Town of Mount Pleasant Th
Case Number: 2018CP1002764
Type: Order/Amend

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Snee Farm Lakes Homeowner's
Association, Inc., Individually and on
Behalf of those Similarly Situated,

Plaintiff,

v.

The Commission of Public Works for the
Town of Mount Pleasant d/b/a Mount
Pleasant Waterworks,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CIVIL ACTION NO. 2018-CP-10-2764

**ORDER GRANTING DEFENDANT'S
MOTION FOR SUMMARY JUDGMENT**

Plaintiff Snee Farm Lakes Homeowner's Association, Inc., Individually and on Behalf of those Similarly Situated ("Plaintiff" or "Snee Farm") initiated this litigation on June 1, 2018 complaining of the manner in which Defendant the Commission of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks ("Defendant" or "MPW") charged certain of its commercial customers. MPW assesses commercial customers a portion of their monthly bill based on the number of Residential Equivalency Units ("REUs"), representing a reservation of water capacity, assigned to the commercial customer's account. Specifically, Plaintiff complained that it was charged excess Basic Facility Charges ("BFC") because it had unused Residential Equivalency Units (REUs) assigned to its account. In essence, Plaintiff's claim is based on a theory that MPW violated state statutes by basing its rates on assigned REUs that at times reflect a greater reservation of water capacity than the actual water usage by a particular commercial customer.

Plaintiff filed an Amended Summons and Complaint on September 1, 2020 alleging five different causes of action against MPW: 1) Declaratory Judgment, 2) Breach of Contract, 3) Conversion, 4) Unjust Enrichment/Money Had and Received, and 5) Constructive Trust. Plaintiff

seeks a refund on behalf of the entire class from MPW for what Plaintiff claims are excess BFC payments from January 1, 2014 through December 31, 2019. On March 9, 2021, MPW filed a Motion for Summary Judgment asking the Court to dismiss Plaintiff's claims.

Plaintiff's action was certified as a class action on June 14, 2019, with the following class definition:

All current and former MPW commercial customers who paid excessive BFC in excess of \$100, defined as a customer's average daily usage from January 1, 2014 (or any later date of service inception) to December 31, 2019 being less than that customer's assigned REU.

The Court heard arguments in support and opposition to MPW's Motion for Summary Judgment on April 16, 2021 ("Hearing"). Prior to the Hearing, Snee Farm submitted a Memorandum in Opposition and MPW submitted a Reply Memorandum in addition to MPW's Motion for Summary Judgment. After considering MPW's Motion for Summary Judgment, the pleadings, memoranda and exhibits submitted by both parties as well as the oral arguments and facts presented during the Hearing, this Court grants Summary Judgment in favor of MPW and dismisses Plaintiff's case in total with prejudice for the reasons set forth below.

SUMMARY OF FACTS

While there are some disputed facts, which this Court considered in the light most favorable to Plaintiff, the most significant facts presented to this Court are undisputed. The undisputed facts are as follows:

1. MPW is a municipal water and sewer authority established pursuant to ordinance of the Town of Mount Pleasant, South Carolina and state law. (*See* Plaintiff's Response, p. 1).
2. Titles 5 and 6 of the Code of Laws of South Carolina of Joint Acts and Resolutions of the General Assembly of the State of South Carolina provides the authority and responsibility

- for MPW to conduct its fiscal affairs, fix rates, collect fees for services, and dispose of these revenues for purposes germane to MPW 's functions.
3. MPW's rates are set by its elected commissioners. (*See* Plaintiff's Response, p. 2).
 4. MPW's monthly invoice to customers is made up of two different types of charges: the volumetric charge based on the volume of water used by a commercial customer during the billing cycle and the BFC, a consistent rate charged each month regardless of water usage. (*See* Defendant's Reply, Exhibit G, Snee Farm Water Bill).
 5. MPW bases its BFC on the total number of Residential Equivalency Units ("REUs") assigned to the commercial property associated with MPW's customer's account such that the BFC is determined by calculating the rate times the account's number of REUs. (*See* Plaintiff's Response, p. 2).
 6. MPW defines BFCs as a charge for reservation of capacity based on the total active REUs assigned to a property and a fixed charge to recover an amount equal to or greater than the sum of annual Renewal and Replacement (R&R). (*See* Plaintiff's Response, Exhibit B, MPW Cost Recovery Policy 7.2, pp. 4-5).
 7. One REU is equal to 300 gallons per day or approximately 9,200 gallons per month. (*See* Plaintiff's Response, p. 2).
 8. MPW has calculated its BFC based on REUs since the early 1990s.
 9. A customer's initial REU determination is assessed based on an engineering formula and capacity assumptions made at the inception of service. (*See* Plaintiff's Response, p. 2).
 10. A commercial customer is required to pay impact fees at the initiation of their account based on the number of REUs assigned to their account. (*See* Plaintiff's Response, pp. 2-3).

11. MPW's water bills sent to each of their commercial customers includes both the number of REUs assigned to that particular account as well as the number of gallons consumed for the particular billing cycle. (*See* Defendant's Reply, Exhibit G, Snee Farm Water Bill).
12. The BFC provides for MPW's fixed costs including but not limited to Renewal and Replacement, debt service, capital costs, operating and maintenance costs, and general administrative costs. (*See* Plaintiff's Response, p. 2).
13. BFC are used to finance MPW's general operations and maintenance, which will confer benefits generalizable to all customers. (*See* Plaintiff's Response, p. 13).
14. MPW allows customers to petition to decrease their REUs in order to reduce a customer's BFC. There are no out-of-pocket expenses for an MPW customer wishing to reduce its REUs. In so doing, a customer must give up their REUs, which could subject the customer to excessive use charge if the customer exceeds the capacity reservation relative to its new, lower number of REUs. (*See* Plaintiff's Response, p. 5; Motion for Summary Judgment p. 3; MPW Policies 5.3.2 Assessment of Impact Fees and 5.3.3 Impact Fee Management.)
15. If a commercial customer's water needs change in the future, the commercial customer may later increase its REUs by paying the applicable current impact fee per REU at the time of increase or the back BFC charges from the time the REU was reduced until increase, whichever is less. (*See* MPW Policy 5.3.3 Impact Fee Management.)
16. Snee Farm is a horizontal property regime for a mutli-family residential unit. (*See* Plaintiff's Response, Exhibit A.)
17. Snee Farm established an account with MPW in 1982 and was assigned 148 REUs, which is equal to the number of units at Snee Farm. (*See* Amended Summons & Complaint, p. 3; Defendant's Reply, Exhibit F, Lona Vest Deposition p. 42, ll. 20-23.)

18. Snee Farm paid significantly less for its impact fees based on 148 REUs in 1982 than today. In fact, it appears that Snee Farm paid no water impact fees in 1982 and only paid roughly \$39,088.35 in sewer impact fees. (*See* Defendant's Answer and Counterclaim to the Amended Complaint, Exhibit A.) According to impact fee rates in 2019, Snee Farm would pay \$1,103,932.00 in impact fees.¹ (*See* Plaintiff's Response, Exhibit Y, Mantz Draft Questions and Answers p. 16).
19. Going back years, Snee Farm actual water usage was less than the amount of water represented by its assigned REUs or approximately 1,332,000 gallons per month. (*See* Amended Summons & Complaint, p. 3).
20. Snee Farm has maintained the same level of REUs originally assigned to its account.
21. Snee Farm never sought to reduce the number of REUs assigned to its account.
22. Snee Farm employs a professional property management company that manages Snee Farm's expenses and homeowners' fees for the Snee Farm property owners. (*See* Defendant's Reply, Exhibit F, Lona Vest Deposition p. 12, ll. 13-21).
23. The professional property manager employed by Snee Farm knew that MPW charged a basic facility charge for the reservation of capacity or demand for a certain amount of water. (*See* Defendant's Reply Memorandum, Exhibit F, Lona Vest Deposition p. 12, ll. 1-12).
24. In 2018, MPW sent a letter to certain of its commercial customers, including Snee Farm, suggesting that the customer reduce their REU number based on the customer's apparent water needs as shown by their recent consumption ("the 2018 Letter"). The suggested REU reduction would result in a reduced monthly BFC for the customer. (*See* Plaintiff's Response, Exhibit H).

¹ Based on rates listed in Mantz' Draft Questions and Answers, Water Impact Fees were \$2,295 and Sewer Impact Fees were \$5,164 in 2019.

25. MPW sent the 2018 Letters to 288 commercial customers and of those recipients, approximately 80 commercial customers responded and reduced their REUs. (*See* Motion for Summary Judgment, p. 3).
26. Snee Farm received a 2018 Letter from MPW suggesting that Snee Farm consider reducing its REUs from 148 to 76 based on Snee Farm’s “average monthly consumption for [its] highest quarter.....” (*See* Plaintiff’s Response, Exhibit H).
27. Snee Farm did not contact MPW regarding the 2018 letter and, again, never tried to reduce its REUs.

STANDARD OF REVIEW

Rule 56(c), SCRPC, provides that a circuit court may grant a motion for summary judgment “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” A moving party must meet its burden of showing there is “an absence of evidence to support the non-moving party’s case.” *Lord v. D.&J Enterprises, Inc.*, 407 S.C. 544, 553, 757 S.E.2d 695, 699 (S.C. 2014) *citing* *Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (S.C. 1991). Once the moving party has met its burden, “the opposing party must do more than rest upon the mere allegations or denials of his pleadings, but must, by affidavit or otherwise, set forth specific facts to show that there is a genuine issue for trial.” *Id.* In reviewing a summary judgment motion, the facts and circumstances must be viewed in the light most favorable to the non-moving party. *Holmes v. E. Cooper Cmty. Hosp., Inc.*, 408 S.C. 138, 154, 758 S.E.2d 483, 492 (2014). In order to withstand a motion for summary judgment, though, the nonmoving party must come forward with specific facts showing there is a genuine issue for trial, meaning that the evidence presented “must meet the prerequisite

of being probative.” *Lemmons v. Macedonia Water Works, Inc.*, 431 S.C. 186, 847 S.E.2d 471 (Ct. App. 2020) *citing* *Bass v. Gopal, Inc.*, 384 S.C. 238, 246 n.6, 680 S.E.2d 917, 921 n.6 (Ct.App. 2009), *aff’d*, 395 S.C. 129, 716 S.E.2d 910 (S.C. 2011). “[A]ny evidence, even a scintilla, that is useful to withstand a summary judgment motion must meet the prerequisite of being probative.” *Id.* “A court considering summary judgment neither makes factual determinations nor considers the merits of competing testimony; however, summary judgment is completely appropriate when a properly supported motion sets forth facts that remain undisputed or are contested in a deficient manner.” *David v. McLeod Reg’l Med. Ctr.*, 367 S.C. 242, 250, 626 S.E.2d 1, 5 (S.C. 2006). Here the undisputed facts when applied to the applicable law justify a grant of summary judgment.

FINDING OF FACT

I. MPW’s ratemaking methodology does not violate South Carolina statutes.

Plaintiff’s claim is based on a theory that MPW violated state statutes by basing its rates on assigned REUs that at times reflect a greater reservation of water capacity than the actual water usage by a particular commercial customer. Plaintiff asserts MPW has a duty to unilaterally right-size a commercial customer’s REUs for purposes of the BFC calculation. The question that must be answered is whether MPW’s BFC rate structure based on REUs reflecting reservation of water capacity rather than actual water usage violates South Carolina law.

S.C. Code Ann. § 5-31-250 grants a “board of commissioners of public works or any city or town” the authority to create, operate and manage a waterworks and “require payment...of such rates, tolls and charges as it may establish for the use of water....” Further, S.C. Code Ann. § 5-31-670 requires only that the charge for use of the water to be “reasonable compensation and charge a minimum and reasonable sewer charge for maintenance and construction of such sewerage system....”

The court has the ability to review a municipality's current rate system to determine whether such a rate system violates the municipality's authority or statutory requirement. If the court finds that the rate structure does not violate applicable South Carolina statute, it is not for the court to supplant the General Assembly or MPW's elected commissioners and invalidate MPW's rate methodology. Thus, in reviewing MPW's rate structure, the court can only determine whether or not the rate structure is permitted pursuant to South Carolina statute rather than condemn a rate structure because it is not optimal. After an in depth analysis of MPW's rate structure, this court finds that MPW's rate structure does not violate any South Carolina statute.

Here, the Town of Mount Pleasant, empowered by the statutes *supra*, has chosen to empower MPW to administer and orchestrate Mount Pleasant's water and sewer systems. S.C. Code Ann § 5-3-210 and 215 enables MPW governance by five elected commissioners as well as two additional commissioners: the Mayor of the Town of Mount Pleasant and the Chair of the Town's Water Supply Committee. MPW's commissioners chose the rate structure in order to collect money from its customers to run the water and sewer system. As a part of that rate structure, MPW's commissioners chose a BFC rate structure based on a commercial customer's assigned REUs. If MPW's chosen rate structure is "reasonable" pursuant to S.C. Code Ann. § 5-31-670, the rate structure is permissible.

Thus, ultimately, the question is whether MPW's rate structure of basing BFC on a customer's number of REUs is reasonable pursuant to S.C. Code Ann. § 5-31-670. In general, "water rates are entitled to a presumption of reasonableness, and a reviewing court will defer to the municipal corporation as long as the rates are nondiscriminatory, and are not arbitrary and capricious." 12 McMillian Mun. Corp. § 35:57 (3d ed.) (citation omitted). "Generally speaking, water rates as set by a municipality are presumed to be valid and reasonable until the contrary has

been established; and the burden of overcoming the presumption of validity and reasonableness rests with the challenging party.” *Id.* In South Carolina the “test of the reasonableness of rates established by a public service district is the service received.” *H.A. Sack Company, Inc. v. Forest Beach Public Service District* 272 S.C. 235, 238, 250 S.E.2d 340, 341 (1978) *citing* *Simons v. City Council of Charleston et al.*, 181 S.C. 353, 187 S.E. 545 (1936). “The burden of proof of the unreasonableness or arbitrariness of rates is upon the person attacking the rate schedule.” *Id. citing Shirk v. City of Lancaster*, 313 Pa. 158, 169 A. 557 (1933). In this litigation, Plaintiff has presented no allegations regarding the quality of service it has received or continues to receive. For this reason Plaintiff has not met the burden of showing MPW’s BFC rate structure is unreasonable.

Plaintiff argued S.C. Code Ann § 6-1-300(6) and the case, *Azar v. City of Columbia*, 414 S.C. 307, 778 S.E.2d 315, (2015) support its claim that MPW’s rates violate South Carolina statutes because allegedly the rates are not paid in return for a particular government service or program made available to the Plaintiff. However, both the S.C. Code Ann. § 6-1-300(6) and *Azar* relate to the way the funds collected are “spent,” not the rate structure or method of collection. In this case there are no allegations that the amounts collected were spent on anything other than water and sewer related expenses.² In fact, Plaintiff admits in its Response that, “the BFC are used to finance MPW’s general operations and maintenance, which will confer benefits generalizable to all customers [including Plaintiff]....” (*See* Plaintiff’s Response p. 13). Plaintiff states, “...the payers of excessive BFC are garnering no more or different benefit.” *Id.* Plaintiff’s share of BFC is higher than Plaintiff believes it should be, but Plaintiff’s receipt of services has not been diminished and there are no allegations that the money collected is spent on anything other than

² Plaintiff’s expert, Bryan Mantz, testified that he took no issue with the collection of the funds, rather he believes charges should be allocated differently among MPW’s customer base according to actual customer use. (*See* Deposition of Bryan Mantz, 1/20/21 pp. 57-58, ll. 25-25).

water and sewer related services and expenses. S.C. Code Ann. § 6-1-300(6) and any related statutes are not applicable to the facts in this case.

Even if the court were to review the actual rate structure beyond the service provided, Plaintiff has presented no reliable evidence that MPW's rate structure is unreasonable. Plaintiff asserts that S.C. Code Ann. § 5-31-250, which gives utilities the ability to "require payment of such rates, tolls and charges as it may establish for the use of water and light," must be interpreted to require rates to be associated with actual volumetric use.³ However, in order to accept Plaintiff's interpretation, the court must add the words and meaning to the statute to require volumetric or some measured amount of usage. If Plaintiff's interpretation were accepted, South Carolina utilities would be required to tie their entire rate to the amount of water or electricity a customer uses each month, ignoring the utilities' requirement to make the water or electricity available at the flip of a switch or the turning of a tap by covering fixed costs that do not decrease when a customer's actual volumetric use decreases. Such a rate structure is contrary to the recommendations by Plaintiff's own expert. Bryan Mantz, Plaintiff's expert, testified that he recommends a fixed charge as a part of a utility's rate system in order to support revenue stability because salaries and benefits as well as debt service, are all fixed costs for the utility regardless of customer usage. (*See* Mantz Deposition 1/13/21 pp. 90-91, ll. 7-9, 12-25, pp. 116-117, ll. 5-8, 20-4). This court does not accept Plaintiff's position as to the interpretation of S.C. Code Ann. 5-31-250. The word "use" cannot mean the literal volumetric use of a water or electricity and ignore the ability to use; availability of ready service; the reservation of capacity or on-demand service.

³ Section 5-31-250 of the South Carolina Code reads as follows: "[The utility] may supply and furnish water to citizens of the city or town and also electric, gas or other light and may require payment of such rates, tolls and charges as it may establish for the use of water and light."

Accepting that the statute does not *per se* deem a rate structure unreasonable simply because it is based on something other than actual volumetric use, the analysis turns to whether there are some other issues with MPW's BFC rate structure that render it unreasonable. For purposes of summary judgment, this court again looks to Plaintiff's own expert's analysis regarding the MPW's REU rate structure as compared to other BFC rate structures.

Many water utilities, including the City of Charleston, use a commercial customer's water meter size to determine a BFC charge. (*See* Hearing Transcript p. 14, ll. 19-22; Plaintiff presentation). Different size water meters are provided to customers according to anticipated use. Generally speaking, the greater the anticipated use, the larger the water meter size. The water meter size systems do not consider the commercial customer's actual volumetric water usage in determining the BFC. Rather, the only measure for the BFC calculation is the anticipated water demand when determining pre-service the water meter size. After service is established, the BFC is not dependent on whether any water flows through the water meter. Rather the BFC rate is determined based on the size of the water meter alone.

When Plaintiff's own expert was asked about a BFC based on a water meter size, Mantz testified that a water meter size BFC is reasonable even though such a system: 1) is unrelated to a customer's actual volumetric water or sewer use, 2) a customer is required to initiate procuring a new water meter if they want to reduce their BFC, 3) a customer must pay to have an old water meter removed and a new water meter installed if the customer wishes to reduce their REUs, and 4) if a customer wishes to someday increase their water capacity, the customer must pay for reinstallation of their old significantly larger water meter.

Water meter size BFC rates calculate a customer's fixed rate based on the size of the water meter. Mantz testified that in a water meter size rate structure, the initial assignment of a particular

water meter size is based on “potential of the [customer’s] demand”.... (See Defendant’s Reply, Exhibit C, Mantz Deposition 1/13/21 pp. 23-25, ll. 14-25, pp. 45-46, ll. 12-6). The assignment of a larger water meter size is necessary for larger intended water usage. If the customer’s fixed rate is based on the size of the customer’s water meter, the fixed rate is necessarily based on future potential demand. In fact, Mantz testified that in a water meter size rate structure, if the customer does not use the water, their BFC charge remains the same. (See Defendant’s Reply, Exhibit C, Mantz Deposition 1/13/21 pp. 30-31, ll. 5-20). Similarly, the number of REUs assigned to a customer at the time an account is established or a property is developed is based on the projected amount of water a customer may use in the future. (See Defendant’s Reply, Exhibit C, Mantz Deposition 1/13/21 pp. 66-67, ll. 20-5). Thus simply because the BFC is based on potential future demand or a reservation of capacity rather than actual use does not prove the rate system is unreasonable.⁴

Also, like the REU rate structure, Mantz testified that the customer, not the utility, must initiate a change in their water meter size in order to reduce the calculated BFC. (See Defendant’s Reply, Exhibit C, Mantz Deposition 1/13/21 pp. 29-30, ll. 3-4, pp. 31-32, ll. 21-4, pp. 45-46, ll. 12-2, pp. 55-56, ll. 7-6, pp. 100-101, ll. 14-6, pp. 103-104, ll. 24-9, p. 173, ll. 14-23). Mantz also affirmed that the utility has no responsibility to alert the customer to the possibility of reducing their water meter size. (See Defendant’s Reply, Exhibit C, Mantz Deposition 1/13/21 pp. 31-32,

⁴ Plaintiff’s characterization that there was “quite a bit of dispute, even within MPW itself, how this idea of capacity reservation fits into the BFC calculation and whether MPW’s utilization is reasonable” is not supported by the evidence. Plaintiff cites to an email thread by Joe Crea from Raftelis Financial Consultants (MPW’s rate consultant at that time) as evidence that Crea disagreed with the BFC as some type of capacity reservation fee. However, a close reading of the entire document and conversation of emails makes it clear that there is no dispute. Rather, there was simply some discussion about what to call a fee required to be paid when a customer seeks to reinstate their REUs after decreasing the same. (See Defendant’s Reply, Exhibit E). Regardless, the name of the method is not as important as what it actually stands for, which is an assumption of future water use.

ll. 1-4). Water utilities using the water meter size rate structure do not unilaterally right size a customer's water meter size based on the customer's water usage. *Id.*

Clearly, Plaintiff's own expert does not believe that a rate system is unreasonable simply because the charges are based on something (such as a water meter size) other than the customer's actual volumetric use. Plaintiff has failed to show that MPW's REU BFC system is unreasonable such that it would violate the South Carolina statutes.

Further, there is no case law that indicates MPW's rate structure is unreasonable. In support of Plaintiff's claims, Plaintiff cites *Simons v. City Council of Charleston*, 181 S.C. 353, 187 S.E. 545 (1936), one of two South Carolina cases that discusses reasonableness in the context of water utility rates.⁵ In *Simons*, the Supreme Court analyzed "whether a municipality has the power to make a pledge of income derived from a revenue producing project in the absence of a specific statutory grant of authority." *Id.* at 546. The plaintiff in that case, a taxpayer, alleged that the municipality did not have the authority to use revenues derived from its waterworks system to repay the costs of a project to increase the town's water supply. *Id.* While the court did note that a municipality is bound by the rule of reasonableness, it further elaborated that the proposed method in which the city chose to allocate those funds was within the *discretion of the city council* and "so long as the revenues it uses for the purposes named are derived from "reasonable" rates, *the court will not interfere with the discretion sought to be exercised.* *Id.* (emphasis added). In support of this contention the court added that "it is incumbent upon a municipal corporation to exercise its judgment in a manner that will inure to the greatest benefit of the city and its inhabitants." *Id.* Further, as mentioned previously in this brief, "[t]he service received is the test" as to

⁵ The other case, *Sloan v. City of Conway*, 347 S.C. 324, 555 S.E.2d 684, (2001), discusses S.C. Code Ann. § 5-31-670 in determining the reasonable rate requirement for water service to nonresidents – an issue that is not present in this case.

reasonableness, not the profit or amount collected by the utility. *Id.* at 547 and 45, citing 67 C.J. 1243.

Here, Plaintiff is not alleging that MPW is setting the rates in order to pay off bonds for a project like the municipality in *Simons* - it is alleging that MPW's rate structure is unreasonable.⁶ And, as a result of those rates, Plaintiff believes that MPW's commercial customers have been overcharged and Plaintiff is entitled to a refund. Yet, again, Plaintiff has not alleged any complaints regarding the quality of service received, only that they believe they have paid too much for said service or "water rent" as the *Simons* court describes it. *Id.*

Plaintiff also cites to *City of Commerce v. Duncan & Godfrey, Inc.*, 277 S.E.2d 266 (Ga.Ct.App. 1981) for the position that the city has a legal duty to disclose to the customer the availability of a more favorable rate. However, the case cited is a Georgia case and there are no similar South Carolina cases creating such a duty.

For all the reasons stated above, there is no genuine dispute of material fact as to the reasonableness of MPW's rates and rate structure pursuant to South Carolina law, and therefore summary judgment is granted in favor of MPW and all of Plaintiff's claims are dismissed with prejudice.⁷

II. Plaintiff's causes of action should be dismissed due to Plaintiff's failure to mitigate damages.

Snee Farm initiated this lawsuit because it has more REUs assigned to its account than its actual water usage. Ignoring the fact that REUs represent reservation of capacity rather than actual usage, Snee Farm failed to correct this perceived inaccuracy even though it had the opportunity to

⁶ When asked if he believed MPW has collected too much revenue over all, Plaintiff's expert responded in the negative. (See Exhibit C, Mantz Deposition 1/13/21, p. 129 ll. 7-24).

⁷ All of Plaintiff's causes of action are reliant on a finding that MPW's rate structure violates South Carolina statutory law.

do so. Snee Farm never tried to reduce the 148 REUs assigned to its account, either before the filing of this lawsuit or after. Snee Farm is a corporate entity with a professional property manager. Prior to 2018, Snee Farm's professional property manager could have determined that Snee Farm had more REUs assigned to its account when compared with Snee Farm's actual water usage. (*See* Defendants Reply, Exhibit G). Other commercial customers reduced their REUs during this time. For instance, Plaintiff attached to the Response a confidential exhibit including a 2014 settlement agreement with a commercial customer whereby the customer had allegedly contacted MPW and sought to reduce its REUs. Because MPW did not reduce this customer's REUs in a timely fashion, MPW reimbursed the customer for BFC paid on the account. (*See* Plaintiff's Response, Exhibit G). Clearly, the particular commercial customer involved in the settlement was able to discern in 2014 that it had more REUs assigned to the MPW account than it needed based on its actual water usage.

In 2018, MPW completed an audit of its commercial customer accounts. At that time, MPW identified certain commercial customer accounts with a large number of unused REUs. MPW identified Snee Farm as one of those commercial customers. In an effort to bring the unused REUs to the attention of those commercial customers, MPW sent a letter to 288 commercial customers recommending a reduction in the assigned REUs. Even after receiving the 2018 letter, Plaintiff chose not to contact MPW to reduce its REUs. Instead Plaintiff initiated this lawsuit. By failing to take action to reduce its REUs, Plaintiff has failed to mitigate its alleged damages.

Plaintiff's claim that reducing its REUs would require Plaintiff to prejudice itself by complying with illegal practices is not persuasive. Plaintiff takes issue with MPW's policy of requiring a customer to surrender its REUs when that customer seeks to reduce its REUs for purposes of BFC. Plaintiff asserts that having to give up something it previously paid for is

“illegal.” However, again, this situation is akin to the water meter right sizing, which Plaintiff’s expert deems reasonable. Not unlike the customer who is required to replace its larger water meter in order to reduce its BFCs based on water meter size, MPW’s requirement that a customer give up assigned REUs in order to reduce its BFC is reasonable pursuant to the applicable statutes.

Mantz testified that in a water meter size rate structure if the customer chooses to right size, the customer is responsible for paying for and installing a new water meter. (*See* Defendant’s Reply, Exhibit C, Mantz Deposition 1/13/21 pp. 31-32, ll. 21-15). Thus, the customer must immediately come out of pocket in order to right size a water meter that is larger than the customer’s current water needs. Mantz further testified that the utility should not have to pay for the customer’s smaller water meter because it is costly – an even greater deterrent to the customer who wishes to reduce its BFC charge in a water meter rate structure. (*See* Defendant’s Reply, Exhibit C, Mantz Deposition 1/13/21 pp. 33, ll. 1-11).

Pursuant to MPW’s policies, MPW’s customers are required to give up REUs they previously paid impact fees for in order to right size. Unlike a water meter size customer, MPW’s customers have no out of pocket expense upon deciding to right size their REUs. The only expense MPW’s customer may have occurs if they later determine they wish to increase the number of REUs assigned to their property. In that case, MPW requires customers to repurchase REUs at the current impact fee rate or back pay unpaid BFC in order to have the REUs reinstated (whichever is less). (*See* MPW Policy 5.3.3). If the water meter size rate structure is reasonable and legal, as testified to by Plaintiff’s expert, then MPW’s system cannot be the basis for Plaintiff’s refusal to mitigate its alleged damages.

If someone purchases something but then decides to give up that asset, it cannot be illegal for the person to then be required to pay to repurchase the same asset. Similarly, it cannot be

illegal to require a water meter customer who may chose in the future to go back to a larger water meter, to purchase the larger meter. These are all business decisions that sophisticated commercial customers, like Plaintiff with the help of its retained professional property manager, must make in order to determine what is best for their own business and individual future needs. Giving up REUs would presumably benefit the business by reducing their BFC. So, determining whether to reduce REUs even if it means possibly repurchasing the same in the future is not an illegal choice, but rather a business decision similar to the accepted policy of paying to purchase and install a smaller water meter. Yet, Plaintiff complains because it wants the benefits of both retaining its REUs and having its BFC reduced. This court will not penalize MPW because Plaintiff never made the decision as to whether it wanted to maintain its REUs. Plaintiff failed to mitigate its damages that it seeks to be reimbursed in this lawsuit and for that reason MPW's Motion for Summary Judgment is granted as to all of Plaintiff's causes of action with prejudice because of Plaintiff's failure to mitigate damages.

III. Plaintiff's Claims are barred by the Voluntary Payment Doctrine.

In South Carolina, “[i]t is well-settled law that money voluntarily paid with full knowledge of all material facts and without any fraud, duress, or extortion cannot be recovered, although there was no legal obligation to make such payment.” *Shockely v. Wickliffe*, 148 S.E. 476, 477 (S.C. 1929) (citing *Hardaway v. S.Rey.*, 73 S.E.1020, 1025 (S.C. 1912)). Plaintiff's MPW water bills included the number of REUs assigned to the particular account as well as the number of gallons used for each particular billing cycle. Further, the back side of each bill states: “[o]ne REU equals 9,200 gallons per month” and that “[a] Basic Facility Charge for residential and commercial

customers is a monthly base charge on the number of Residential Equivalency Units assigned.” The back of the bill also includes a further reference to MPW’s website and phone number to call for more information on other rates, fees and charges. (*See* Defendant’s Reply, Exhibit G). Finally, Plaintiff at all times employed and relied upon a professional property manager who manages multi-family units throughout the Charleston area, admits that she had access to the information and could have calculated how many REUs were being used by Plaintiff. (*See* Defendant’s Reply, Exhibit F, Lona Vest Deposition pp. 12, ll. 1-25, pp. 47-48, ll. 3-16). Thus Plaintiff was aware of and had access to all material facts and yet voluntarily paid their bill without questioning the same.

Certainly, after receiving the 2018 Letter, Plaintiff was well aware of unused REUs assigned to their account, yet many, including Plaintiff made no effort to reduce their REU assignments. Finally, Plaintiffs have made no allegations of fraud, duress or extortion that might impact the application of the voluntary payment doctrine. It is Plaintiff’s burden to allege and prove that the money at issue was paid under fraud, duress, or extortion. *Hardaway v. Southern Ry. Co.*, 90 S.C. 475, 488-89, 73 S.E.1020, 1025 (S.C. 1912). Plaintiff’s claims regarding voluntary payment doctrine fail because Plaintiff cannot meet this burden.

Plaintiff’s response that “you can’t live without water and sewer,” is unpersuasive. This point misconstrues the principals behind the voluntary payment doctrine. The point is not that Plaintiff is paying for a service it needs, but rather that Plaintiff paid without ever asking that its rate be lowered or its REUs be reduced.

For the reasons stated, this court dismisses Plaintiff’s complaint with prejudice due to the voluntary payment doctrine.

IV. Plaintiff’s claimed damages are barred by the Statute of Limitations.

Even assuming MPW's rates violated state law, Plaintiff's claims are barred by the statute of limitations because Snee Farm knew or should have known that it had a claim against MPW more than three years prior to initiating this lawsuit. As noted earlier, each bill contains the number of REUs assigned to the customer's account as well as the gallons consumed in the particular billing cycle. The back of each bill notes that "one REU equals 9,200 gallons per month." (*See* Defendant's Reply, Exhibit G). Plaintiff employs a professional property manager who received Plaintiff's water bills and reviews the same. Plaintiff claims that it has been "overcharged" for excessive REUs for years, yet Plaintiff had all necessary information before it to discover this claimed inequity simply by looking at its bills. Plaintiff's professional property manager testified that she knew that MPW charged a basic facility charge based on the bill, but she had never attempted to calculate the BFC and compare it to the total water gallon usage listed on the bills. (*See* Defendant's Reply, Exhibit F, Lona Vest Deposition pp. 12, ll. 1-25, pp. 47-48, ll. 3-16). As was discussed earlier, other commercial customers as early as 2014 sought out reductions in their REUs based on their volumetric water usage. Simply put, Plaintiff had all necessary information to start asking questions and determine whether or not it had "unused REUs" assigned to its account. For this reason, the statute of limitations bars Plaintiff's claims even assuming MPW's rates violate applicable statutes.

CONCLUSION

Many of the facts in this case are undisputed. All parties agreed as to the structure of MPW's BFC rate structure and the ability of the Plaintiff to reduce their REU assignments, but the parties did not agree as to the implications of the rate structure or the ideal method by which Plaintiff could reduce its REUs. However, after performing a detailed analysis and comparison of the facts with the applicable law, this Court finds MPW's rate structure does not violate the

standards set by the applicable statutes. The General Assembly granted municipalities wide ranging freedom to determine how municipal utilities will set rates and which rate methodology they will employ. It is not for this court to supplant the General Assembly and invalidate MPW's rate methodology. Rather, this court's review of MPW's rate methodology is limited to a determination as to whether it violates the applicable statutes. It is not for this court to determine the optimal rate structure, but only if the rate structure in place meets the statutory requirements. This court finds that considering all of the facts, and specifically Plaintiff's expert testimony, in the light most favorable for the Plaintiff, summary judgment should be granted to MPW because Plaintiff cannot meet its burden of showing that MPW's rate system violates South Carolina law.

However, even if this court were to find MPW's BFC rate system violated South Carolina law, summary judgment should still be granted in MPW's favor because Plaintiff's claims are barred by the voluntary payment doctrine, the failure to mitigate damages, as well as the statute of limitations.

For these reasons, the Court grants MPW's motion for summary judgment and dismisses Plaintiff Class' claims in total with prejudice.

IT IS SO ORDERED.

The Honorable R. Markley Dennis, Jr.

This ___ day of July, 2021



Charleston Common Pleas

Case Caption: Snee Farm Lakes Homeowners Association Inc VS Commission of Public Works for the Town of Mount Pleasant Th , defendant, et al
Case Number: 2018CP1002764
Type: Order/Summary Judgment

R. Markley Dennis Jr., 2060

R. Markley Dennis Jr., 2060

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Snee Farm Lakes Homeowner's
Association, Inc., Individually and on
Behalf of those Similarly Situated,

Plaintiff,

v.

The Commission of Public Works for the
Town of Mount Pleasant d/b/a Mount
Pleasant Waterworks,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CIVIL ACTION NO. 2018-CP-10-2764

**ORDER DENYING PLAINTIFF'S
MOTION TO ALTER OR AMEND
PURUSANT TO RULE 50(e) SCRCP**

Plaintiff Snee Farm Lakes Homeowner's Association, Inc., Individually and on Behalf of those Similarly Situated ("Plaintiff") filed a Motion to Alter or Amend Pursuant to Rule 59(e) ("Motion"), SCRCP this Court's Order granting summary judgment and dismissing the lawsuit in favor of Defendant the Commission of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks ("Defendant" or "MPW"). The basis of Plaintiff's Motion is that this Court's Order contains the following mistakes of law: 1) failure to address the law on service and user fees; 2) misstating the relevant legal framework on reasonableness; 3) misapplying the standard of review; and 4) misunderstanding the affirmative defenses. The Court denies the Motion and upholds its initial grant of summary judgment in favor of Defendant for the reasons described below.

1. This Court addressed the applicable law on service and user fees.

For purposes of this analysis, the Court will assume that MPW's BFC charge is a service fee or user fee, and S.C. Code Ann. § 6-1-300(6) and 6-1-330(B) apply. Thus, the BFC fee must be paid "in return for a particular government service or program made available to the payer that

benefits the payer in some manner different from the members of the general public not paying the fee.” S.C. Code Ann. § 6-1-330(6).

According to the Plaintiff citing *Burns v. Greenville County Council*, the statute “requires that a service or user fee provide some special benefit to the members of the public paying that fee.” See Motion p. 3 and *Burns*, 861 S.E.2d 31, 33 (2021). The *Burns* court invalidated road maintenance fees and telecommunication fees because they did not provide the payers with a special benefit. *Burns*, 861 S.E.2d 31 (2021). The *Burns* facts are distinguishable from the facts in this case, and for that reason the *Burns* ruling does not impact this Court’s grant of summary judgment. In summation, the BFC charge based on assigned REUs provides Plaintiff with a special benefit not available to the general public, including but not limited to the use of the water and sewer system, which is not available to the general public. Further, the BFC collected is used to maintain and keep the water and sewer system running. There are no allegations that the funds collected should not be collected or that the revenues are being used improperly. The ability to have water flow through a customer’s faucets at any time on demand is a real benefit that must be paid for regardless of how much water a customer uses. Deposition of Bryan Mantz 1/13/21, p. 37 -38, ll. 8-11. This Court has addressed the law on service and use fees and finds that the law supports a grant of summary judgment in favor of Defendant.

2. This Court did not misstate the relevant legal framework on reasonableness.

The “test of the reasonableness of rates established by a public service district is the service received.” *H.A. Sack Company, Inc. v. Forest Beach Public Service District*, 272 S.C. 235, 238, 250 S.E. 2d 340, 341(1978), citing *Simons v. City Council of Charleston et al.*, 181 S.C. 353, 187 S.E.545 (1936). In this case, Plaintiff reserved a certain level of service capacity or potential demand of service on the system, and MPW provided service to Plaintiff for that reserved capacity

or reserved demand of service. By calculating a BFC based on Plaintiff's reserved capacity, MPW has fixed a rate "reasonably proportionate to the value of the service rendered or bearing some relationship to the present or future cost of providing service." 94 C.J.S. Waters § 730. Plaintiff has not presented any facts to support a finding that MPW did not or was unable to provide the level of reserved service if and when Plaintiff demanded the same.

Instead, Plaintiff complains that it did not need the entire reserved capacity. Plaintiff, argues BFC based on the reserved capacity is "completely divorced from [Plaintiff's] demands on the system (what it costs to serve Snee Farm Lakes HOA, for example) and thereby subsidizing other ratepayers." See Motion p. 7. Plaintiff argues that the BFC must be periodically "rightsized to reflect actual use records over time." *Id.* So, although Plaintiff readily agrees MPW is allowed to charge a base rate¹, which by Plaintiff's own expert's definition is a fixed rate unrelated to a customer's volumetric use, Plaintiff seeks to have this Court require BFC to be tied to actual volumetric use. In essence, if Plaintiff believes that the concept of BFC is acceptable and reasonable, then a BFC based on reserved capacity is certainly reasonable.

Plaintiff tellingly argues the Court's conclusion would allow "a municipality to charge whatever rates it may fancy provided the water is clear and free-flowing." The question before the Court is not whether MPW has charged "whatever rates it may fancy" but instead whether the rates charged are reasonable, which they are based on the facts presented and the applicable legal standard. The Court cannot and will not dictate exactly how a municipality sets its rates so long as those rates meet the legal parameters, which they do in this case.

¹ "To be clear, Plaintiff has never argued that MPW is not allowed to charge a base rate." Motion p. 7.

3. This Court applied the correct standard of review in considering the merits of Plaintiff's claims.

Plaintiff argues the Court misapplies the standard of review when it considered the merits of the case, because *the Court relied on Plaintiff's own expert*. Plaintiff identified Bryan Mantz as an expert in his field, but now asks the Court to ignore Mr. Mantz's clear testimony that contradicts Plaintiff's position. Plaintiff accuses the Court of ignoring other evidence indicating of MPW's ratemaking practices are unreasonable, but Plaintiff fails to identify such evidence that would trump Plaintiff's own expert. The problem Plaintiff has is that Mr. Mantz testified 1) that a water system should charge a BFC based on something other than actual volumetric use –that to do so is the recommended best practice and 2) that a system whereby the BFC is based on a water meter size is reasonable and acceptable. See Mantz Deposition 1/13/21 pp. 90-91, ll. 7-9, 12-25, pp. 116-117, ll. 5-8, 20-4, p. 49, ll. 16-19. Plaintiff offered Mr. Mantz up as an expert and thus is tied to his opinions.

Again, the Court is not entitled to review and criticize a municipalities' rate making unless such rate making falls below a legal standard. In this case, the evidence, including Plaintiff's own expert support a finding that MPW's rates meet a basic legal standard of reasonableness.

4. This Court correctly addressed the affirmative defenses.

The Court, reviewing the facts, pleadings, law and importantly, Plaintiff's own expert, in the light most favorable to Plaintiff, finds that Plaintiff's claims are barred for a variety of reasons, including the applicable statute of limitations, Plaintiff's failure to mitigate its damages and Plaintiff's voluntary payment of the funds it claims are damages. Plaintiff claims the Court incorrectly analyzed these defenses.

Statute of Limitations

Plaintiff argues that each bill issued by MPW caused a new injury. This argument does not change this Court's ruling that the statute of limitations bars Plaintiff's claim. A cause of action accrues at the time a plaintiff has a legal right to sue on it. *Brown vs. Finger*, 240 S.C. 102, 124 S.E.2d 781 (1962). The genesis of Plaintiff's claim is that MPW assigned excessive REUs to each customer prior to establishing service or at a change in use and that these assignments were incorrect. See Amended Summons & Complaint § 9. Plaintiff claims that because of the alleged incorrect REU assignments, MPW charged Plaintiff excessive BFC each month. But the charge was set at the time the REU assignment was made, not as of a calculation made each month. In fact, the BFC, based on the REU assignment, is the exact same every month. So, the statute of limitations began to run when Plaintiff knew or should have known that it had been assigned allegedly excessive REUS. As a result, Plaintiff's claim is barred by the applicable statute of limitations.

Further, it is relevant that Plaintiff employed a *professional property manager*, who testified she knew that MPW charged a basic facility charge based on the assigned REUs, but she had never attempted to calculate the BFC and compare it to the total water gallon usage listed on the bills. See Defendant's Reply, Exhibit F, Lona Vest Deposition pp. 12, ll. 1-25, pp. This admittance illustrates Plaintiff's lack of regard for the issue. Simply put, it appears Plaintiff never took the time to calculate its bill versus Plaintiff's volumetric usage. Plaintiff had all necessary information and professional staff to start asking questions and determine whether it had "unused REUs" assigned to its account.

Plaintiff also argues that the bills did not provide an explanation as to how Plaintiff could reduce its assigned REUs. However, again, Plaintiff had the information at its fingertips to determine that it was being allegedly overcharged for the BFC – its' assigned number of REUs

and the volume of water used each month. Most importantly though, Plaintiff never made an inquiry as to how it could reduce its assigned REUs. Plaintiff knew or should have known that it had a claim but failed to initiate the claim within three years from the date of being put on notice.

Voluntary Payment

Plaintiff asserts that the voluntary payment doctrine does not apply because “South Carolina has never found this doctrine applicable in a case involving a local government in a tax, fee, or rate dispute.” See Motion p. 14. In fact, in *Self Storage Ass’n vs. City of Aiken*, WL 10862806 (Ct. App. 2012), the Court of Appeals affirmed a trial court ruling that the voluntary payment doctrine bar provided the grounds for summary judgment in favor of the City of Aiken regarding paid taxes. While this is an unpublished opinion that did not discuss the merits of the voluntary payment doctrine decision, the Court of Appeals did not strike down the voluntary payment doctrine application simply because it was asserted by a government entity.

Plaintiff also seems to distinguish payment for water service from some other type of voluntary payment because Plaintiff asserts that failure to pay the water bill could “result in the suspension of ...a basic need.” See Motion, p. 15. Plaintiff cites a case from Illinois regarding phone service. However, again, there are no South Carolina cases, which distinguish between the services for which the voluntary payment doctrine applies. Even assuming Plaintiff had no option but to purchase water from MPW, Plaintiff has not addressed why it never sought to reduce its REUs except to assert that it didn’t want to give them up. Plaintiff was not forced to maintain its level of REUs at its current level, the same level that was assigned to Plaintiff in 1982.

Plaintiff can lower its REUs, but Plaintiff has chosen not to. This is the definition of voluntary payment, which bars Plaintiff's claims against MPW. The Court properly granted summary judgment on the voluntary payment doctrine.

Failure to Mitigate Damages

Plaintiff claims that if it had reduced its REUs and thus reduced its claimed damages, as Plaintiff agrees it is able to do, it would incur an "expense" by giving up its REUs. Plaintiff's argument is not new. The Order addresses the fact that Plaintiff has made a business decision to keep its REUs and thus continue to pay BFC based on the number of REUs assigned. All parties agree there is a value to maintaining unused REUs. This Court will not allow Plaintiff to go forward seeking "damages" from MPW that Plaintiff chose to incur.

CONCLUSION

For the reasons stated herein, Plaintiff's Motion to Alter or Amend Pursuant to Rule 59(e), SCRCP is denied in its entirety.

IT IS SO ORDERED.

The Honorable R. Markley Dennis, Jr.

November ____, 2021

Charleston, South Carolina



Charleston Common Pleas

Case Caption: Snee Farm Lakes Homeowners Association Inc VS Commission of
Public Works for the Town of Mount Pleasant Th , defendant, et al
Case Number: 2018CP1002764
Type: Order/Other

R. Markley Dennis Jr., 2060

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

SNEE FARM LAKES HOMEOWNER'S ASSOCIATION, INC., INDIVIDUALLY AND ON BEHALF OF THOSE SIMILARLY SITUATED

Plaintiff(s)

vs.

THE COMMISSION OF PUBLIC WORKS FOR THE TOWN OF MOUNT PLEASANT D/B/A MOUNT PLEASANT WATERWORKS

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2018-CP - 10- 2764

Submitted By: Ross A. Appel, Esq. Address: McCullough Khan, LLC 359 King St., Ste. 200 Charleston, SC 29401

SC Bar #: 79149 Telephone #: 843-937-9798 Fax #: 843-937-0706 Other: E-mail: ross@mklawsc.com

FILED 2018 JUN -1 AM 11:31 JULIE J. ANNESTON CLERK OF COURT

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

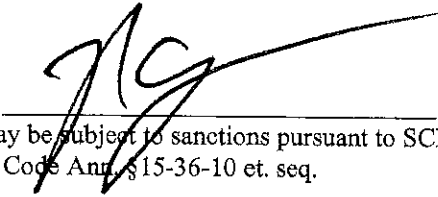
- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint. This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules. This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules. This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts: Constructions (100), Debt Collection (110), General (130), Breach of Contract (140), Fraud/Bad Faith (150), Failure to Deliver/Warranty (160), Employment Discrim (170), Employment (180), Other (199)
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220), Previous Notice of Intent Case #, Notice/ File Med Mal (230), Other (299)
Torts - Personal Injury: Conversion (310), Motor Vehicle Accident (320), Premises Liability (330), Products Liability (340), Personal Injury (350), Wrongful Death (360), Assault/Battery (370), Slander/Libel (380), Other (399)
Real Property: Claim & Delivery (400), Condemnation (410), Foreclosure (420), Mechanic's Lien (430), Partition (440), Possession (450), Building Code Violation (460), Other (499)
Inmate Petitions: PCR (500), Mandamus (520), Habeas Corpus (530), Other (599)
Administrative Law/Relief: Reinstate Drv. License (800), Judicial Review (810), Relief (820), Permanent Injunction (830), Forfeiture-Petition (840), Forfeiture-Consent Order (850), Other (899)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720), Minor Settlement (730), Transcript Judgment (740), Lis Pendens (750), Transfer of Structured Settlement Payment Rights Application (760), Confession of Judgment (770), Petition for Workers Compensation Settlement Approval (780), Incapacitated Adult Settlement
Appeals: Arbitration (900), Magistrate-Civil (910), Magistrate-Criminal (920), Municipal (930), Probate Court (940), SCDOT (950), Worker's Comp (960), Zoning Board (970), Public Service Comm. (990), Employment Security Comm (991), Other (999)
Special/Complex /Other: Environmental (600), Automobile Arb. (610), Medical (620), Pharmaceuticals (630), Unfair Trade Practices (640), Out-of State Depositions (650)

- | | | |
|--|--|-------|
| <input type="checkbox"/> Other (699) | <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) | (790) |
| <input type="checkbox"/> Sexual Predator (510) | <input type="checkbox"/> Pre-Suit Discovery (670) | |
| <input type="checkbox"/> Permanent Restraining Order (680) | <input type="checkbox"/> Other (799) _____ | |
| <input type="checkbox"/> Interpleader (690) | | |

Submitting Party Signature:



Date: June 1, 2018

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCR, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Snee Farm Lakes Homeowner's)
 Association, Inc., individually and on)
 behalf of those similarly situated,)
)
 Plaintiff,)
)
 vs.)
)
 The Commission of Public Works for the)
 Town of Mount Pleasant d/b/a Mount)
 Pleasant Waterworks,)
)
 Defendant.)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2018-CP-10-

SUMMONS

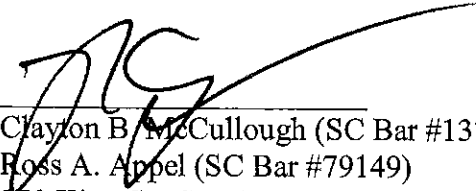
FILED
 2018 JUN -1 AM 11:31
 JULIE J. ARMSTRONG
 CLERK OF COURT
 BY _____

TO: THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your pleading to said Complaint upon the subscribers at their offices at 359 King St., Suite 200, Charleston, South Carolina 29401, within 30 days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, Plaintiff will apply to the Court for judgment by default for the relief demanded in the Complaint.

[SIGNATURE PAGE TO FOLLOW]

McCULLOUGH KHAN, LLC



Clayton B. McCullough (SC Bar #13722)
Ross A. Appel (SC Bar #79149)
359 King St., Ste. 200
Charleston, SC 29401
Telephone: 843.937.0400
Facsimile: 843.937.0706
clay@mklawsc.com
ross@mklawsc.com

James L. Ward, Jr. (SC Bar #13453)
Ranee Saunders (SC Bar #100073)
McGOWAN, HOOD & FELDER, LLC
321 Wingo Way, Suite 103
Mt. Pleasant, SC 29464
Telephone: 843.388.7202
Facsimile: 843.388.3194
jward@mcgowanhood.com
rsaunders@mcgowanhood.com

ATTORNEYS FOR PLAINTIFF

6/1, 2018
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Snee Farm Lakes Homeowner's)
 Association, Inc., individually and on)
 behalf of those similarly situated,)
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 Plaintiff,)
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 Town of Mount Pleasant d/b/a Mount)
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)
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IN THE COURT OF COMMON PLEAS
 FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2018-CP-10-

FILED
 2018 JUN - 1 AM 11:31
 JULIE J. ARMSTRONG
 CLERK OF COURT

COMPLAINT

Jury Trial Demanded

TO: THE ABOVE-NAMED DEFENDANT:

The above-named Plaintiff, individually and on behalf of those similarly situated, complaining of the above-named Defendant alleges and states as follows:

STATEMENT OF THE PARTIES

1. Plaintiff Snee Farm Lakes Homeowner's Association, Inc. ("Plaintiff") is a non-profit homeowners' association formed pursuant to South Carolina law. Among other things, Plaintiff owns, manages, and maintains the common elements established pursuant to Snee Farm Lakes' restrictive covenants on file with the Charleston County RMC Office.

2. Defendant the Commission of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks ("MPW") is a municipal water and sewer authority established pursuant to ordinance of the Town of Mount Pleasant, South Carolina and state law. MPW provides water and wastewater services to businesses and residents in Mount Pleasant, South Carolina. MPW is a local governing body and/or a governmental entity under South Carolina law.

JURISDICTION AND VENUE

3. Plaintiff and members of the plaintiff class have standing to bring their claims pursuant to South Carolina law.

4. Plaintiff has been a MPW customer since its formation in 1982 and is a MPW commercial customer as of this filing.

5. Jurisdiction and venue are proper in this Court pursuant to South Carolina law.

NATURE OF THE ACTION

6. This case involves Plaintiff's refund claim for excessive Basic Facility Charges ("BFC") charged by MPW to its commercial customers in MPW's service area.

FACTUAL ALLEGATIONS

7. Pursuant to contract and South Carolina law, MPW charges its commercial customers, including Plaintiff, monthly BFC in addition to traditional water and sewer fees based on metered (volumetric) usage. According to MPW's Cost Recovery Policy, BFC are designed to recover "fixed costs" for providing services to its customers including, but not limited to, Renewal and Replacement ("R&R") debt service, capital costs, operating and maintenance costs, and general administrative costs.

8. BFC are calculated based on the number of Residential Equivalent Units ("REU") assigned to each account. One REU is equal to 300 gallons per day. Therefore, an account assigned one REU is estimated to use approximately 9,000 gallons per month.

9. The REU assigned to each customer is calculated prior to establishing service or upon a customer's change in use. It is based on engineering formula and assumptions designed

and administered by MPW. The customer pays MPW a one-time “impact fee”¹ based on the initial REU assignment. Thereafter on a monthly basis, each customer pays a BFC calculated based on its REU assignment.

10. Plaintiff and similarly situated MPW commercial customers actually use far less water and wastewater on an ongoing monthly basis than their assigned REU, resulting cumstomers paying (and MPW unlawfully collecting) excessive BFC (hereafter “excessive BFC”).

11. For example, MPW assigned Plaintiff 148 REU, or approximately 1,332,000 gallons per month. Plaintiff’s actual monthly consumption going back years was almost always much less than 1,332,000 gallons per month. Each month Plaintiff’s usage fell below 1,332,000 gallons, it was forced to pay excessive BFC because the BFC assumed 1,332,000 gallons were being used, which was almost always never the case. Thus, Plaintiff has been overcharged thousands of dollars going back years.

12. Despite this discrepancy and at all times knowing or having the means to know of Plaintiff’s actual monthly usage relative to its REU assignment, MPW charged excessive BFC to Plaintiff and the plaintiff class. MPW never adjusted Plaintiffs’ or other customers’ REU assignment.

13. Plaintiff and the plaintiff class have been financially damaged by MPW’s collection of excessive BFC.

14. Access to water and sewer services is a fundamental necessity to human health, sanitation, and welfare as recognized by South Carolina law.

¹ According to MPW, impact fees are charges assessed against new development to recover major capital costs associated with expanding water and wastewater service facilities, including but not limited to: water treatment plants, storage facilities, pumps and distribution mains, wastewater collection, transmission, storage and treatment facilities, and other capital equipment.

15. Plaintiff and the plaintiff class had no choice but to pay excessive BFC for years or risk service interruption or disconnection.

16. MPW provides no formal administrative process for resolving the excessive BFC collections at issue in this case. Specifically, MPW's policy expressly prohibits refunds for past BFC overcharges under all circumstances.

17. MPW is a highly regulated governmental utility, which enjoys a monopoly in its service area.

CLASS ACTION ALLEGATIONS

18. Pursuant to Rule 23, SCRCF, Plaintiff brings this action on behalf of itself and the plaintiff class, initially defined as:

All current and former MPW commercial customers who paid BFC but whose metered water and wastewater usage in any month was less than that customer's number of assigned REUs.

Excluded from the plaintiff class are:

- a. Defendant, its legal representatives, elected officials, officers, directors, assigns, and successors;
- b. The judge, magistrate, and any special master to whom this case is assigned, and any member of their immediate families; and
- c. To the extent the class certification order permits exclusion, all account holders that timely submit proper requests for exclusion from the plaintiff class.

19. Upon information and belief, the plaintiff class consists of several hundred or thousands of MPW commercial account holders, making individual joinder impracticable, in satisfaction of Rule 23(a)(1), SCRCF. The disposition of the claims of the class members in a single class action will provide substantial benefits to all parties and to the Court.

20. There are questions of law and fact common to Plaintiff and the class, thereby satisfying Rule 23(a)(2), SCRCPP. These questions include, but are not limited to, the following:

- a. Whether, under the facts and circumstances of this case, state law prohibits MPW from imposing and collecting excessive BFC.
- b. Whether Plaintiff and the class members have suffered financial damages and MPW owes refunds associated with its imposing and collecting excessive BFC.
- c. Whether MPW can continue charging excessive BFC, as it has traditionally done.

21. Resolution of these common questions in a single action will eliminate the risk of inconsistent and varying adjudications, and it will allow class members to present their claims efficiently and share the costs of litigation, experts, and discovery.

22. Plaintiff's claims are typical of the claims of the members of the class, thereby satisfying Rule 23(a)(3), SCRCPP. Plaintiff's claims arise from the same nucleus of operative facts and are intended to correct and prevent the same improper conduct that has impinged identically upon Plaintiff and members of the class.

23. Plaintiff will fairly and adequately represent and protect the interests of the class as required by Rule 23(a)(4), SCRCPP. Plaintiff is a business located within MPW's service area that for years unwittingly paid excessive BFC. Plaintiff and its counsel are committed to vigorously prosecuting this action on behalf of the plaintiff class, and they have the financial resources and intellectual wherewithal to do so. Neither Plaintiff nor its counsel have any interests adverse to those of the plaintiff class.

24. Plaintiff and the class members have each suffered damages that exceed \$100.00 per person as required by Rule 23(a)(5), SCRCPP.

FOR A FIRST CAUSE OF ACTION
DECLARATORY JUDGMENT

25. Plaintiff and the plaintiff class repeat and reallege all of the allegations contained in the previous paragraphs as if they were repeated verbatim herein.

26. For the purpose of determining a question of actual controversy between the parties, Plaintiff and the plaintiff class seek a declaration of their rights pursuant to section 15-53-30 of the South Carolina Code.

27. Under section 15-53-30, a party whose rights, status, or other legal relations are affected by contract, state statute, municipal ordinance, or other instrument may have those rights determined by a declaratory judgment.

28. Plaintiff and the plaintiff class are MPW commercial customers that for years unwittingly paid excessive BFC because their assigned REU accounted for more than their actual average monthly usage.

29. Plaintiff and the plaintiff class are entitled to refunds, with interest, for the excessive BFC unlawfully collected by MPW.

30. Plaintiff and the plaintiff class thus seek a declaration of rights under South Carolina law, specifically the following declarations:

- a. Under the facts and circumstances of this case, state law prohibits MPW from imposing and collecting excessive BFC.
- b. Plaintiff and the class members have suffered financial damages and MPW owes refunds associated with its imposing and collecting excessive BFC.
- c. MPW cannot continue charging excessive BFC, as it has traditionally done.

31. BFC paid by Plaintiff and the plaintiff class, as outlined above, violate South Carolina constitutional, statutory, municipal, and case law as follows: (1) they are not paid in return for a particular government service or program made available to the payer that benefits the payer

in some manner different from the members of the general public not paying the fee; (2) they are neither just nor reasonable; (3) they violate the used and useful doctrine; (4) they constitute an unconstitutional and unlawful tax; and (5) they constitute an unconstitutional and unlawful fee to include, but not be limited to, user fee and impact fee.

32. Plaintiff and the class hereby request a declaratory judgment from this Court regarding the aforementioned matters.

FOR A SECOND CAUSE OF ACTION
BREACH OF CONTRACT

33. Plaintiff and the plaintiff class repeat and reallege all of the allegations contained in the previous paragraphs as if they were repeated verbatim herein.

34. Plaintiff and each member of the plaintiff class pays for and receives municipal water and wastewater services from MPW pursuant to contract.

35. MPW breached its contracts with Plaintiff and the plaintiff class by, among other things, charging excessive BFC and maintaining and expending these funds for improper purposes in violation of South Carolina law.

36. MPW further breached its implied contractual obligations to Plaintiff and the plaintiff class by charging excessive BFC and maintaining and expending these funds in violation of South Carolina law.

37. MPW further breached its covenant of good faith and fair dealing with Plaintiff and the plaintiff class by charging excessive BFC and maintaining and expending these funds in violation of South Carolina law.

38. To the extent MPW's contracts with Plaintiff and the plaintiff class called for the payment of excessive BFC, these contractual provisions should be struck as unconstitutional, violative of South Carolina law, unconscionable, and contrary to public policy.

39. Plaintiff and the plaintiff class have been damaged because of the these breaches.

40. Plaintiff and the plaintiff class seek a judgment against MPW for actual, special, consequential, and other available damages plus pre-judgment and post-judgment interest associated with the excessive BFC unlawfully collected by MPW.

FOR A THIRD CAUSE OF ACTION
CONVERSION

41. Plaintiff and the plaintiff class repeat and reallege all of the allegations contained in the previous paragraphs as if they were repeated verbatim herein.

42. Plaintiff and the plaintiff class have a constitutionally protected property interest in their money.

43. MPW wrongfully appropriated money belonging to the Plaintiff and the plaintiff class in the form of excessive BFC in violation of South Carolina law.

44. Each excessive BFC collection constitutes a separate “occurrence” under the South Carolina Tort Claims Act.

45. Plaintiff and the plaintiff class seek a judgment against MPW for actual, special, consequential, and other available damages plus pre-judgment and post-judgment interest associated with the excessive BFC unlawfully collected by MPW.

FOR A FOURTH CAUSE OF ACTION
UNJUST ENRICHMENT / MONEY HAD AND RECEIVED

46. Plaintiff and the plaintiff class repeat and reallege all of the allegations contained in the previous paragraphs as if they were repeated verbatim herein.

47. Plaintiff and the plaintiff class conferred a non-gratuitous benefit on MPW in the form of excessive BFC.

48. MPW realized value from said benefit.

49. It would be inequitable for MPW to retain the benefit without paying Plaintiff and the plaintiff class for it.

50. "Equity follows the law." MPW charged excessive BFC and expended these funds in violation of South Carolina law. Therefore, regardless of the circumstances surrounding these collections or what MPW did with these funds, it is inequitable for MPW to retain and continue to charge excessive BFC. Simply put, governmental entities, including municipal utilities, should not be allowed under any circumstances to impose, collect, and spend wrongful, excessive, and unreasonable fees.

51. Plaintiff and the plaintiff class seek a judgment against MPW for the fair value of the benefit wrongfully conferred by Plaintiff and the plaintiff class on MPW, namely the excessive BFC.

FOR A FIFTH CAUSE OF ACTION
CONSTRUCTIVE TRUST

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

53. The circumstances under which MPW acquired from Plaintiff and the plaintiff class the excessive BFC at issue in this case make it inequitable that they should be retained by MPW.

54. The constructive trust further arises from MPW's violation of its legal obligations to Plaintiff and the plaintiff class arising under South Carolina law, the contracts at issue in this case, and other authorities.

55. Plaintiff and the plaintiff class seek an order from this Court declaring the excessive BFC unlawfully collected by MPW to be a constructive trust for the benefit of Plaintiff and the plaintiff class. The establishment of said constructive trust shall be for the payment of the damages sought by Plaintiff and the plaintiff class in this case.

JURY TRIAL DEMAND AND PRAYER FOR RELIEF

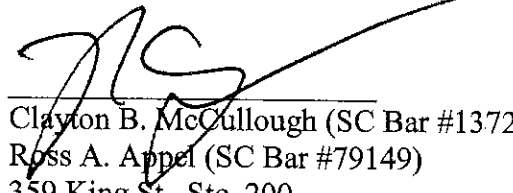
WHEREFORE, Plaintiff, on behalf of itself and all others similarly situated, demands a jury trial and prays that the Court enter judgment against MPW and award the following relief:

- a. Certification of the proposed class under Rule 23, SCRCP.;
- b. Appointment of Plaintiff as class representative;
- c. Appointment of the undersigned attorneys as class counsel;
- d. Granting the declaratory judgment requests as to the matters set forth above;
- e. Granting Plaintiff and each class member a judgment for all damages allowed by law and equity;
- f. Granting the undersigned attorneys a reasonable attorneys' fees and costs;
- g. Ordering the establishment of a "common fund" out of which the aforementioned damages and attorneys' fees shall be paid; and
- h. Such other and further judiciary determinations and relief as may be appropriate in this proceeding.

[SIGNATURE PAGE TO FOLLOW]

Respectfully submitted,

McCULLOUGH KHAN, LLC



Clayton B. McCullough (SC Bar #13722)

Ross A. Appel (SC Bar #79149)

359 King St., Ste. 200

Charleston, SC 29401

Telephone: 843.937.0400

Facsimile: 843.937.0706

clay@mklawsc.com

ross@mklawsc.com

James L. Ward, Jr. (SC Bar #13453)

Ranee Saunders (SC Bar #100073)

McGOWAN, HOOD & FELDER, LLC

321 Wingo Way, Suite 103

Mt. Pleasant, SC 29464

Telephone: 843.388.7202

Facsimile: 843.388.3194

jward@mcgowanhood.com

rsaunders@mcgowanhood.com

ATTORNEYS FOR PLAINTIFF

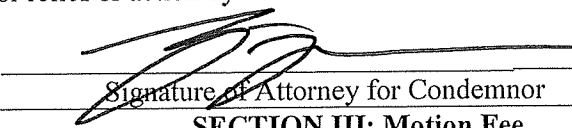
6/1, 2018
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Snee Farm Lakes Homeowner's Association, Inc.)
 Plaintiff)
)
 v.)
)
 The Commission of Public Works for the Town of)
 Mt. Pleasant, et al. Defendants.)

IN THE COURT OF COMMON PLEAS

CASE NO.
 2018-CP-10-2764

MOTION AND ORDER INFORMATION
 FORM AND COVER SHEET

Submitted By: Timothy J.W. Muller Address: 151 Meeting Street, Suite 400 Charleston, SC 29401	Bar No.: 74601 phone: 843.577.6726 fax: 843.724.8036 e-mail: tmuller@rrhlawfirm.com
<input checked="" type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information	
Nature of Motion: Motion to Dismiss Estimated Time Needed: 15 mins Court Reporter Needed: <input checked="" type="checkbox"/> YES / <input type="checkbox"/> NO	
SECTION II: Motion/Order Type	
<input checked="" type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.	
 Signature of Attorney for Condemnor	7/5/2018 Date submitted
SECTION III: Motion Fee	
<input checked="" type="checkbox"/> PAID – AMOUNT: \$25.00 <input type="checkbox"/> EXEMPT: <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support (check reason) <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRPC) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: <input type="checkbox"/> Other:	
JUDGE'S SECTION	
<input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other:	JUDGE _____ CODE: _____ Date: _____
CLERK'S VERIFICATION	
Collected by: _____ Date Filed: _____ <input type="checkbox"/> MOTION FEE COLLECTED: _____ <input type="checkbox"/> CONTESTED – AMOUNT DUE: _____	

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Snee Farm Lakes Homeowner's Association,)
 Inc., Individually and on Behalf of those)
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 v.)
)
 The Commission of Public Works for the Town)
 of Mount Pleasant d/b/a Mount Pleasant)
 Waterworks,)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 CASE NO. 2018-CP-10-2764

**DEFENDANT'S MOTION TO
 DISMISS**

FILED
 2018 JUL -5 PM 3:05
 JUNE J. ARMSTRONG
 CLERK OF COURT

COMES NOW, Defendant The Commissioners of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks ("MPW"), pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, and hereby requests dismissal of Plaintiffs' Complaint on the grounds that Plaintiffs have failed to state facts sufficient to constitute a claim against MPW. For the reasons set forth herein, MPW is entitled to judgment as a matter of law.

Plaintiffs' June 1, 2018 Complaint seeks a refund for claimed excessive Basic Facility Charges ("BFC") charged by MPW to its commercial customers in MPW's service area.

[1] Plaintiffs are not similarly situated, do not have claims arising from the same nucleus of operative facts, and have not each suffered damages alleged to be in excess of \$100.00;

[2] This Court lacks subject matter jurisdiction of Plaintiffs' claims pursuant to South Carolina Rules of Civil Procedure 12(b)(1) as the Public Service Commission of South Carolina has exclusive jurisdiction concerning the regulation of utility rates based on arguments of unreasonableness;

- [3] Plaintiffs' claim for conversion is barred by the South Carolina Tort Claims Act, S.C. Code Ann. § 15-78-60 (4) & (5), among others;
- [4] Plaintiffs' claim for money had and received is barred by the South Carolina Tort Claims Act, S.C. Code Ann. § 15-78-60 (4) & (5), among others;
- [5] Plaintiffs cannot maintain a cause of action for both Breach of Contract and Unjust Enrichment based on the same set of facts and alleged damages where all of MPW's commercial customers' exclusive remedy is prescribed and limited by contract;
- [6] Defendant MPW has not violated any legal obligation to Plaintiffs concerning water and wastewater charges. A basic principle in setting rates for utilities is the determination of the rate base methodology which provides a regulated public utility with an opportunity to earn a fair and reasonable return. Southern Bell Telephone and Telegraph Company v. Public Service Comm'n of South Carolina, 270 S.C. 590, 244 S.E.2d 278 (1978). MPW's establishment of its basic facilities charge is governed by the rate base methodology, which is a rational basis for the rate being charged. See Converse Power Corp. v. South Carolina Department of Health and Environmental Control, 350 S.C. 39, 564 S.E.2d 341 (2002).
- [7] Plaintiffs have, and always have had, the right to request a reduction in the number of REUs assigned to their account based on MPW's Policy 5.3.2 and 5.3.3. Plaintiff has failed to make such a request at any time.
- [8] The Basic Facilities Charge (BFC) is a charge for the reservation of capacity (an asset) based on the total active Residential Equivalent Units assigned to a

property. To ensure the purchased capacity remains available to the customer, all BFCs must be paid.

MPW's motion is supported by MPW's published operating policy, resolutions, ordinances, statutes and South Carolina law governing MPW's operations and authorities. This motion is further supported by a memorandum of law to be filed at a later date, along with the pleadings on file in this matter and any such legal arguments this Court may entertain during a hearing of this matter.

For the reasons stated above, MPW respectfully requests that this Court enter an order in its favor, granting MPW's Motion to Dismiss and dismissing all claims against it in this matter with prejudice, along with any further relief this Court deems appropriate.

ROSEN, ROSEN & HAGOOD, LLC

By: 

David G. Jennings, Esquire
James A. Bruorton IV, Esquire
Timothy J.W. Muller, Esquire
151 Meeting Street, Suite 400
P.O. Box 893
Charleston, SC 29402
(843) 577-6726

ATTORNEYS FOR DEFENDANT
COMMISSIONERS OF PUBLIC WORKS OF
THE TOWN OF MOUNT PLEASANT, SOUTH
CAROLINA

July 5, 2018
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
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 Snee Farm Lakes Homeowner's Association,)
 Inc., Individually and on Behalf of those)
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 of Mount Pleasant d/b/a Mount Pleasant)
 Waterworks,)
)
 Defendants.)
)
 _____)

IN THE COURT OF COMMON PLEAS
 CASE NO. 2018-CP-10-2764

CERTIFICATE OF SERVICE

FILED
 2018 JUL -5 PM 3:05
 JULIE J. ARMSTRONG
 CLERK OF COURT
 BY

I hereby certify that I have this day served a copy of *Defendant's Motion to Dismiss* upon all parties to this matter by electronic mail and/or U.S. Mail to the following:

Clayton B. McCullough, Esquire
 Ross A. Appel, Esquire
 McCullough Khan, LLC
 359 King Street, Suite 200
 Charleston, SC 29401
clay@mklawsc.com
ross@mklawsc.com
 AND
 James L. Ward, Jr., Esquire
 Ranee Saunders, Esquire
 McGowan, Hood & Felder, LLC
 321 Wingo Way, Suite 103
 Mt. Pleasant, SC 29464
jward@mcgowanhood.com
rsaunders@mcgowanhood.com
ATTORNEYS FOR PLAINTIFF



 Laura S. Croft, Paralegal

Charleston, South Carolina
 July 5, 2018

STATE OF SOUTH CAROLINA)
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 COUNTY OF CHARLESTON)
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 Sneec Farm Lakes Homeowner's Association, Inc.,)
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 v.)
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 of Mount Pleasant d/b/a Mount Pleasant)
 Waterworks,)
 Defendant.)

IN THE COURT OF COMMON PLEAS
 NINTH JUDICIAL CIRCUIT
 CASE NO.: 2018 -CP-10-2764

**MOTION AND ORDER INFORMATION
 FORM AND COVERSHEET**

Plaintiff's Attorney: Ross A. Appel McCullough Khan, LLC, 359 King Street, Suite 200, Charleston, SC 29401 Phone: (843) 937-0400 Fax (843) 937-0706 E-mail: ross@mklawsc.com	Defendants' Attorney: James A. Bruorton IV 151 Meeting Street, Suite 400 Charleston, SC 29401 Phone: (843) 577-6726 E-mail: cbruorton@rhlawfirm.com
---	---

- MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
- FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
- PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion for Class Certification
 Estimated Time Needed: 30 mins. Court Reporter Needed: YES / NO

SECTION II: Motion/Order Type

Written motion attached
 Form Motion/Order
 I hereby move for relief or action by the court as set forth in the attached proposed order.
 Signature of Attorney for Plaintiff / Defendant Date submitted: 1/21/2019

SECTION III: Motion Fee

PAID - AMOUNT: \$ 25.00
 EXEMPT: (check reason) Rule to Show Cause in Child or Spousal Support
 Domestic Abuse or Abuse and Neglect
 Indigent Status State Agency v. Indigent Party
 Sexually Violent Predator Act Post-Conviction Relief
 Motion for Stay in Bankruptcy
 Motion for Publication Motion for Execution (Rule 69, SCRPC)
 Proposed order submitted at request of the court; or,
 reduced to writing from motion made in open court per judge's instructions
 Name of Court Reporter: _____
 Other: _____

JUDGE'S SECTION

Motion Fee to be paid upon filing of the attached order. JUDGE CODE _____
 Other: _____ Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____
 MOTION FEE COLLECTED: \$ _____
 CONTESTED - AMOUNT DUE: \$ _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
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 Snee Farm Lakes Homeowner's Association,)
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 Defendant.)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH JUDICIAL CIRCUIT
 CASE NO.: 2018-CP-10-2764

**PLAINTIFF'S NOTICE OF MOTION
 AND MOTION FOR CLASS
 CERTIFICATION**

FILED
 3:11 PM
 JAN 24
 2019
 CLERK OF COURT
 JULIE J. ARMSTRONG

Plaintiff, by and through its undersigned counsel, hereby moves this Court for entry of an Order certifying this case as a class action pursuant to Rule 23, SCRPC. A memorandum of law that sets forth in greater detail the grounds supporting this Motion for Class Certification will be filed and served prior to the hearing of this Motion.

In support of its Motion for Class Certification, Plaintiff hereby submits the following:

1. Plaintiff seeks certification of the following Class:

All current and former MPW customers who paid excessive BFC, defined as a customer's average daily usage from January 1, 2014 (or any later date of service inception) to present being less than that customer's assigned REU.

2. The Class is so numerous that joinder of all members is impracticable. Upon information and belief, and as confirmed by Defendant MPW's internal 2017 audit, the Class consists of hundreds of MPW customers who paid excessive BFC, making individual joinder impracticable in satisfaction of Rule 23(a)(1), SCRPC.

3. There are questions of law or fact common to the Class. The claims of Plaintiff and the proposed Class present a number of common questions of law and fact, including but not limited to:

- a. Whether, under the facts and circumstances of this case, state law prohibits MPW from imposing and collecting excessive BFC based on REU estimates that exceed actual usage.
- b. Whether Plaintiff and the Class members have suffered financial damages and MPW owes refunds associated with its imposing and collecting excessive BFC based on REU estimates that exceed actual usage.
- c. Whether MPW can continue charging BFC, based on REU estimates that exceed actual usage, as it has traditionally done.

The factual and legal bases of Plaintiff's claims are common to all Class members and represent a common injury to Plaintiff and the Class as required by Rule 23(a)(2), SCRCF.

4. The representative Plaintiff's claims are typical of the Class. Like the members of the Class, Plaintiff is an MPW customer that paid excessive BFC charges. Plaintiff's claims arise from the same nucleus of operative facts and are intended to correct and prevent the same improper conduct that has impinged identically on Plaintiff and members of the Class.

5. The representative Plaintiff will fairly and adequately protect the interests of the Class. This requirement is satisfied in large part by the absence of any disabling antagonism or intra-class conflict. All members of the Class sustained damages arising out of Defendant MPW's uniform conduct toward Plaintiff and all members of the Class. Plaintiff is committed to pursuing this action, and Plaintiff's claims benefit all Class members and are coextensive with those of remaining Class members. Moreover, Plaintiff's counsel has extensive experience in class action and other complex litigation and are well-suited to prosecute the claims.

Class counsel and Plaintiff share the same interest as Class members in maximizing relief for the Class, and this Court should therefore find the proposed representation is in the best interest of the Class in satisfaction of Rule 23(a)(4), SCRCF.

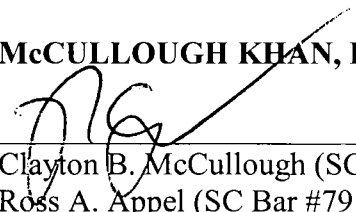
6. The amount in controversy requirement of Rule 23(a)(5) is satisfied in that Plaintiff and the Class members have each suffered damages that exceed One Hundred Dollars (\$100.00).

WHEREFORE, Plaintiff respectfully requests that this Court issue an Order certifying this action pursuant to Rule 23, SCRPC, appointing the named Plaintiff as Class representative, and appointing the undersigned counsel as Class counsel.

Plaintiff's counsel hereby certify that consultation with counsel for Defendant prior to the filing of this Motion would serve no useful purpose.

Respectfully submitted,

McCULLOUGH KHAN, LLC



Clayton B. McCullough (SC Bar #13722)
Ross A. Appel (SC Bar #79149)
359 King St., Ste. 200
Charleston, SC 29401
Telephone: 843.937.0400
Facsimile: 843.937.0706
clay@mklawsc.com
ross@mklawsc.com

James L. Ward, Jr. (SC Bar #13453)
Ranee Saunders (SC Bar #100073)
McGOWAN, HOOD & FELDER, LLC
321 Wingo Way, Suite 103
Mt. Pleasant, SC 29464
Telephone: 843.388.7202
Facsimile: 843.388.3194
jward@mcgowanhood.com
rsaunders@mcgowanhood.com

ATTORNEYS FOR PLAINTIFF


1/22, 2019
Charleston, South Carolina

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) FOR THE NINTH JUDICIAL CIRCUIT
) CASE NO.: 2018-CP-10-2764
Snee Farm Lakes Homeowner’s Association,)
Inc., individually and on behalf of those)
similarly situated,)
) **CERTIFICATE OF SERVICE**
Plaintiff,)
) **2019 JAN 24 AM 11:43**
) **FILED**
) **JULIE J. ARMSTRONG**
) **CLERK OF COURT**
vs.)
)
The Commission of Public Works for the)
Town of Mount Pleasant d/b/a Mount)
Pleasant Waterworks,)
)
Defendant.)

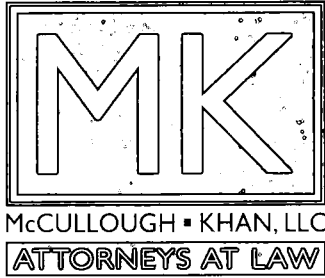
I hereby certify that a true and correct copy of the *Plaintiff’s Notice of Motion and Motion for Class Certification* has been served upon the following by electronic delivery or by mailing a copy, properly addressed and with sufficient postage affixed thereto, on this 22nd day of January, 2019.

David G. Jennings, Esq.
James A. Bruorton, IV, Esq.
Timothy J.W. Muller, Esq.
Rosen, Rosen & Hagood, LLC
Post Office Box 893
Charleston, SC 29402
djennings@rrhlawfirm.com
cbruorton@rrhlawfirm.com
tmuller@rrhlawfirm.com

Attorneys for the Defendant


Katie Nancy, Paralegal

Charleston, South Carolina



Katie B. Nancy
Phone: (843) 937-0400
Fax: (843) 937-0706
katie@mklawsc.com

January 21, 2019

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

**Re: Snee Farm Lakes Homeowner's Association, Inc., individually and on behalf of those similarly situated v. The Commission of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks
Case No.: 2018-CP-10-2764**

Dear Ms. Armstrong:

Enclosed for filing in the above-referenced matter, please find Plaintiff's Notice of Motion and Motion for Class Certification as well as a motion slip and our firm's check in the amount of \$25.00 to cover the filing fee. By copy of this correspondence to counsel for the Defendant, we are serving them with the same.

Thanks in advance for your assistance with this matter and please do not hesitate to contact me if you have any questions or need anything further. With kind regards, I remain

Sincerely yours,

McCULLOUGH KHAN, LLC

Katie B. Nancy, Paralegal to
Ross A. Appel

RAA:kbn

Enclosures

cc: David G. Jennings, Esq. (*via e-mail & U.S. mail*)
James A. Bruorton, IV, Esq. (*via e-mail & U.S. mail*)
Timothy J.W. Muller, Esq. (*via e-mail & U.S. mail*)
James L. Ward, Jr., Esq. (*via e-mail only*)
Ranee Saunders, Esq. (*via e-mail only*)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Snee Farm Lakes Homeowner's Association, Inc.)
 Plaintiff)
)
 v.)
)
 The Commission of Public Works for the Town of)
 Mt. Pleasant, et al. Defendants.)

IN THE COURT OF COMMON PLEAS

 CASE NO.
 2018-CP-10-2764

 MOTION AND ORDER INFORMATION
 FORM AND COVER SHEET

Submitted By: James A. Bruorton, IV Address: 151 Meeting Street, Suite 400 Charleston, SC 29401	Bar No.: 74601 phone: 843.577.6726 fax: 843.724.8036 e-mail: cbruorton@rosenhagood.com
---	--

MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
 FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
 PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

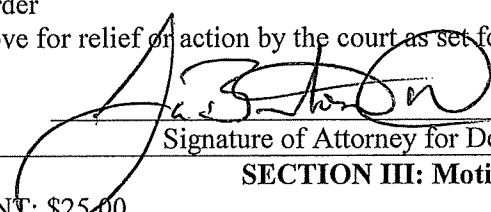
SECTION I: Hearing Information

Nature of Motion: Motion Pursuant to Rule 59(e) and Rule 60
 Estimated Time Needed: 30 mins Court Reporter Needed: YES / NO

SECTION II: Motion/Order Type

Written motion attached
 Form Motion/Order

I hereby move for relief on action by the court as set forth in the attached proposed order.


 Signature of Attorney for Defendant

June 20, 2019
Date submitted

SECTION III: Motion Fee

PAID - AMOUNT: \$25.00
 EXEMPT: (check reason) Rule to Show Cause in Child or Spousal Support
 Domestic Abuse or Abuse and Neglect
 Indigent Status State Agency v. Indigent Party
 Sexually Violent Predator Act Post-Conviction Relief
 Motion for Stay in Bankruptcy
 Motion for Publication Motion for Execution (Rule 69, SCRCF)
 Proposed order submitted at request of the court; or,
 reduced to writing from motion made in open court per judge's instructions
 Name of Court Reporter:
 Other:

JUDGE'S SECTION

Motion Fee to be paid upon filing of the attached order.
 Other:

JUDGE

CODE: _____ Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

MOTION FEE COLLECTED: _____
 CONTESTED - AMOUNT DUE: _____

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Snee Farm Lakes Homeowner's
Association, Inc., Individually and on
Behalf of those Similarly Situated,

Plaintiff,

v.

The Commission of Public Works for the
Town of Mount Pleasant d/b/a Mount
Pleasant Waterworks,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CIVIL ACTION NO. 2018-CP-10-2764

**DEFENDANT'S NOTICE OF MOTION
AND MOTION PURSUANT TO RULE
59(e) AND RULE 60 SCRPC**

JULIE J. ARMSTRONG
CLERK OF COURT
2019 JUN 20 PM 3:33

FILED

YOU WILL PLEASE TAKE NOTICE that the Defendant, The Commission of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks, by and through its undersigned attorneys, moves pursuant to Rules 59(e) and Rule 60 of the South Carolina Rules of Civil Procedure for an order altering or amending the judgment entered by this court on June 14, 2019 granting Class Certification.

Defendant's grounds for this motion are as follows:

1. The court erred in finding that the Plaintiff had standing to pursue this Class action by ignoring or failing to consider the fact that the homeowners' association which Plaintiff purports to represent did not vote to bring the lawsuit. The evidence and testimony referenced by Defendant demonstrates that the Master Deed and Bylaws of the Plaintiff are silent as to whether or not the Board has the authority to file a lawsuit on behalf of the homeowners' association without a vote. The Master Deed is attached as an exhibit to the Deposition of Lona Vest and is also a matter of public record.

2. The court erred in finding that the Plaintiff had standing to pursue this Class action by ignoring the fact that Plaintiff simply passes along any water and wastewater charges to the homeowners. As a result, Plaintiff has suffered no monetary damages and has no "injury-in-fact". Plaintiff charges homeowners each month a set amount based on an estimated bill from MPW for water and wastewater service. As such, it is possible that Plaintiff receives each month more money from the homeowners for "water" than Plaintiff has actually pays to MPW. The court failed to consider or evaluate the fact that the Plaintiff has suffered no injury in fact, which is a necessary element to Plaintiff's ability to bring a claim, making Plaintiff's claim moot.

3. The court failed to consider all arguments presented by Defendant against commonality including, but not limited to, the presence of multiple individualized questions of fact existing as to the assignment and reduction of REUs and the fact that a commercial customer's decision associated with the same is an individualized question which cannot be resolved on a class-wide basis.

4. The court failed to consider Defendant's arguments as to the absence of typicality existing among the Plaintiff and potential Class members as it relates to the decision to use and maintain REUs.

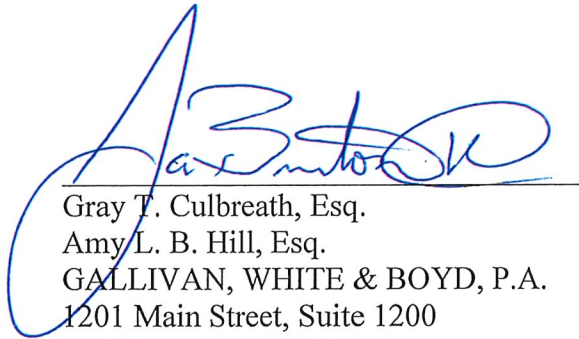
5. The court failed to consider or otherwise misapprehended the numerous conflicts existing among Plaintiff and the potential Class members which affects Plaintiff's adequacy as a class representative.

6. The court erred in not recognizing that the affidavit of Jason Ward defeats class certification.

This motion is based upon the pleadings, prior motions and memoranda, filed in this matter as well as the deposition testimony cited within Defendant's Memorandum in Opposition to Class Certification and complete deposition testimony transcript with exhibits of Lona Vest. Defendant further relies upon any such memoranda as may be submitted prior to the hearing on this motion, as well as the applicable South Carolina jurisprudence, statutes and Rules of Civil Procedure.

WHEREFORE, Mount Pleasant Waterworks respectfully requests this court enter an order pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure altering or amending the judgment.

[Signature Page to Follow]



Gray T. Culbreath, Esq.
Amy L. B. Hill, Esq.
GALLIVAN, WHITE & BOYD, P.A.
1201 Main Street, Suite 1200
P. O. Box 7368 (29202)
Columbia, SC 29201
803-779-1833 (Ofc)
803-779-1767 (Fax)

and

James A. Bruorton, IV, Esq.
David G. Jennings, Esq.
Timothy J.W. Muller, Esq.
ROSEN HAGOOD, LLC
151 Meeting Street, Suite 400
P.O. Box 893 (29402)
Charleston, SC 29401
(843) 577-6726
(843) 724-8036

Attorneys for Defendant

Charleston, South Carolina
June 20, 2019

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Snee Farm Lakes Homeowner's Association,)
 Inc., Individually and on Behalf of those)
 Similarly Situated,)
)
 Plaintiff,)
)
 v.)
)
 The Commission of Public Works for the Town)
 of Mount Pleasant d/b/a Mount Pleasant)
 Waterworks,)
)
 Defendants.)
)
 _____)

IN THE COURT OF COMMON PLEAS
 CASE NO. 2018-CP-10-2764

CERTIFICATE OF SERVICE

FILED
 2019 JUN 20 PM 3:33
 JULIE J. ARMSTRONG
 CLERK OF COURT
 BY _____

I hereby certify that I have this day served a copy of *Defendant's Notice of Motion and Motion Pursuant to Rule 59(e) and Rule 60* upon all parties to this matter by electronic mail and/or U.S. Mail to the following:

Clayton B. McCullough, Esquire
 Ross A. Appel, Esquire
 McCullough Khan, LLC
 359 King Street, Suite 200
 Charleston, SC 29401
clay@mklawsc.com
ross@mklawsc.com
 AND
 James L. Ward, Jr., Esquire
 Ranee Saunders, Esquire
 McGowan, Hood & Felder, LLC
 321 Wingo Way, Suite 103
 Mt. Pleasant, SC 29464
jward@mcgowanhood.com
rsaunders@mcgowanhood.com
ATTORNEYS FOR PLAINTIFF



 Laura S. Croft, Paralegal

Charleston, South Carolina
 June 20, 2019

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Snee Farm Lakes Homeowner's
Association, Inc., Individually and on
Behalf of those Similarly Situated,

Plaintiff,

v.

The Commission of Public Works for the
Town of Mount Pleasant d/b/a Mount
Pleasant Waterworks,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CIVIL ACTION NO. 2018-CP-10-2764

**DEFENDANT'S MEMORANDUM OF
LAW IN SUPPORT OF MOTION
PURSUANT TO RULE 59(e) AND RULE
60 S.C.R.C.P.**

FILED
2019 AUG 23 PM 3:32
JULIE J. ARISTON
CLERK OF COURT

The Defendant, The Commission of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks ("MPW") submits this Memorandum of Law in support of its Motion to Alter or Amend the judgment entered by this court on June 14, 2019.

STATEMENT OF THE CASE

On June 14, 2019, this court entered an order granting Plaintiff's Motion for Class Certification. On June 20, 2019, MPW filed its Motion to Alter or Amend the Order Granting Class Certification. This Memorandum is offered in support of that motion.

STATEMENT OF FACTS

MPW adopts and incorporates by reference the facts set forth in its Memorandum of Law submitted in opposition to the Plaintiff's Motion for Class Certification which was filed with this court on May 30, 2019.¹

SUMMARY OF ARGUMENT

As set forth in its motion, MPW submits that the court erred by ignoring or failing to consider certain facts related to the Plaintiff's standing, the commonality of the Plaintiff's claim,

¹ The court was previously provided with a binder which contained the Memorandum and all of its exhibits including the deposition of the 30(b)(6) deponent of the Plaintiff, Lona Vest.

the typicality of the Plaintiff's claim and whether or not the Plaintiff could serve as an adequate representative of the purported class given the numerous conflicts which exist. Further, the court failed to consider the affidavit of Jason Ward which illustrated why the Plaintiff lacked standing to serve as the class representative and why the Plaintiff's claims lacked the requisite commonality and typicality for a class action suit. Further, the Ward affidavit demonstrated the conflicts which exist between this class which Plaintiff seeks to represent and the conflicts among the punitive members of that class.

STANDARD OF REVIEW

The purpose of Rule 59(e) of the South Carolina Rules of Civil Procedure is to request the trial judge to reconsider matters properly encompassed in a decision on the merits. See *e.g.* *Pye v. Estate of Fox*, 369 S.C. 555, 633 S.E.2d 505 (2006).

Further, in *Elam v. S.C.D.O.T.*, 361 S.C. 9, 602 S.E.2d 772, 778-779 (2004) the court held:

[I]t is proper to view a Rule 59(e) motion not only as a vehicle to request the trial court "alter or amend the judgment," but also as a vehicle to seek "reconsideration" of issues and arguments. A motion under Rule 59(e) has long been viewed as "motion for reconsideration" despite the absence of those words from the rule. Consequently, a party is usually allowed to ask the court to reconsider its decisions even if it means rehashing all or part of an argument previously presented. ...There is nothing inherently unfair in allowing a party one final chance not only to call the court's attention to a possible misapprehension of an earlier argument, but also to revisit a previously raised argument. It is inherently unfair to disallow such an opportunity.

See also *Home Medical Systems, Inc. v. South Carolina Department of Revenue*, 382 S.C. 556, 677 S.E.2d 582 (2009). Here, given the magnitude of the decision and the impact on MPW and its commercial customers, the court should reconsider and vacate the Order Granting Class Certification.

ARGUMENT

A. The Plaintiff lacks standing to pursue this class action.

While the Plaintiff Snee Farm Lakes Homeowner's Association is the punitive class representative in this case, the members of that association have never voted to bring or maintain this lawsuit. In fact, as evidenced by the deposition testimony of Plaintiff's property manager, Lona Vest, this lawsuit and this class action is a creation of the property manager and her company and not the homeowner's association. The record is clear that Ms. Vest brought the lawsuit to the three members of the governing board of the HOA who unilaterally gave Ms. Vest carte blanche to bring this action. To date, there has been no vote of the board of Snee Farm Lakes to pursue this matter. In fact, the master deed and bylaws of the Plaintiff are silent as to this and as a result, there is no mechanism for a homeowner to even protest or challenge the decision of Ms. Vest and the three board members to bring this action. Of course, Ms. Vest, who is not a resident of Snee Farm Lakes has no personal stake in the outcome and is not a member of the class that she seeks to represent. However, for all intents and purposes, Ms. Vest is the class representative as no one has come forward from Snee Farm Lakes to speak on its behalf other than her.

While the court's order cursorily concludes that the Plaintiff suffered injury in fact, the decision ignores the jurisprudence which establishes the elements for standing. Under the Seminal case of *Lujan v. Defenders of Wildlife*, 504 U.S. 555 (1992), the United States Supreme Court set forth a constitutional minimum for standing, which consists of three elements all of which must be present. Among the three, a Plaintiff must have suffered an injury in fact. Interpreting the injury in fact test, the court held that it "requires more than an injury to a cognizable interest. It requires that the party seeking review be himself among the injured." *Id.*

at 563. Here, the Plaintiff is not among the injured. While it is true that it is the entity which receives the bill, the Plaintiff HOA pays nothing towards that bill. Instead, as reflected in the deposition of Ms. Vest, it collects the amount of the water bill from the members of the homeowner's association and then simply pays it. The homeowner's association has suffered no injury and no out of pocket loss. The court's order summarily dismisses this issue in footnote 3 of its opinion by concluding that associational standing is sufficient. Notwithstanding the fact that associational standing was not argued as a basis upon which the Plaintiff could pursue this action, in either briefing or at oral argument, the conclusion reached in footnote 3 supports a finding that standing does not exist. The court relies on *Carnival Corporation v. Historic Ansonborough Neighborhood Association*, 407 S.C. 67, 753 S.E.2d 846 (2014) to conclude that associational standing exists where the association members otherwise have standing to sue in their own right. As set forth in the court's order and as argued here, the members of the Plaintiff homeowner's association do not receive water bills from MPW. As held by this court, "[T]he individual unit owners in the Snee Farm Lakes development, however, are not MPW customers, have no direct relationship with MPW, and therefore have no standing to bring this case." This holding undermines the finding of standing based on established precedent. As held by now Justice Kavanaugh in *Public Citizen, Inc. v. National Highway Traffic Safety Administration*, 489 F.3d 1279 (D.C. Cir. 2007):

An organization has standing to sue on behalf of its members when, among other things, its members would otherwise have standing to sue in their own right. *Hunt v. Wash. State Apple Adver. Comm'n.*, 432 U.S. 333, 343, 97 S. Ct. 2434, 53 L. Ed. 2d 383 (1977). Accordingly, an organization must show based on the administrative record or other evidence (such as affidavits filed in court) that at least one member has suffered injury in fact. See *eg. Sierra Club*, 292 F.3d at 899-900, 902.

Because no resident of Snee Farm Lakes has the right to sue in their own right, the Plaintiff lacks standing and accordingly this action should fail.

B. The class which the court certified lacks commonality based on the operative facts.

In moving to certify this matter as a class action, Plaintiff re-characterized the nature of its claim to only a “refund action”. Previously, the Plaintiff sought to have this court in essence judicially intervene and rewrite the operating parameters of MPW as to how REUs would be calculated and under what circumstances an excess REU would be allowed. No matter the reason for the Plaintiff’s walk back of those claims, they remain in the background and demonstrate the absence of commonality.

The court’s order highlights three issues which purportedly arise from a uniform course of conduct. This conclusion ignores the fact that the origin of REUs for a customer is individualized and are selected based on the customer’s requested level of water use capacity. The REUs assigned are somewhat unique to a particular customer and that customer’s circumstances and are the result of discussions between the customer or an engineer representative of the customer and MPW. See Duffie Deposition Transcript pp. 45-47. The question of the amount of the REUs is one of reasonableness not only for MPW but also the individual customer who is a class member. See Duffie Deposition Transcript p. 37. The number of REUs that are reasonable for one customer may be unreasonable for another customer and their intended use of their property. Customers, at the time of construction, bring their own engineer to provide an estimation of use and to work with Mount Pleasant Waterworks to allow that customer enough capacity so that it will not have to pay an excessive use fee. See Duffie Deposition Transcript pp. 45-47. As noted by Lewis and Sullivan on Class Actions, 2005 South

Carolina Bar, class actions which implicate issues of reasonableness do not possess communality.

Here, the court's order presumes and holds that the setting of REUs is solely the conduct of MPW and that MPW has the burden of monitoring the same. This ruling ignores all of the factual evidence in the record to suggest that it is often a deliberate choice of a consumer (which in fact was the case with the Plaintiff) or a collaborative effort of the consumer and MPW. Even if a single common issue exists, and MPW does not concede one does, the court's order is based on a false premise presented by the Plaintiff that MPW is solely responsible for setting REUs and thus MPW has the burden of unilaterally adjusting the same. Rather, the evidence presented contradicts the premise. Mr. Wards' affidavit shows that at least some customers do not want any adjustment. In fact, Plaintiff has made no effort itself to adjust its own REUs. But for this ongoing lawsuit, MPW would be under the impression that Plaintiff has chosen not to adjust its REUs. These facts defeat commonality and consequently, the class certification motion.

For these reasons, commonality does not exist and class certification should be reversed.

C. The court's order fails to recognize the absence of typicality present in this case.

The court failed to consider MPW's arguments as to the absence of typicality among the Plaintiff and class members as it relates to the decision to use and maintain REUs. In essence, the court ignored the evidence in the record which demonstrated the origin of REUs and how that may differ from customer to customer. Of course, the Plaintiff selected 148 REUs through its engineer when it was founded. As evidenced by the affidavit of Jason Ward, the REUs which his business selected were solely their choosing and not that of MPW. In fact, the evidence in the record is that REUs are set through a variety of means. These factual differences which are

ignored in the court's order, invalidate a finding of typicality. Typicality is not met when the named Plaintiff's claims did not arise out of the same course of events as the other class members. If the purported class member "did not suffer a cognizable injury similar to the injury suffered by the other class members", then the Plaintiff's claims are not typical. *MacLaine v. South Carolina Nat'l. Bank*, 105 F.3d 898, 903 (4th Cir. 1997).

The court's order and findings are based on two conclusions. First the REUs are excessive and two, basic facility charges (BFC) should not be charged based on those REUs. However, the evidence in the record is that class members are aware of both of those things and voluntarily paid those charges as a cost of doing business. This class seeks to force adjustments in the REUs notwithstanding the individual intent or motivation of class members.² Because typicality does not exist, this court should reverse its finding of class certification.

D. The Plaintiff is not an adequate representative of the class it seeks to represent because of the numerous conflicts that exist among class members.

Notwithstanding the existence of conflicts among class members, the court either misapprehended or otherwise failed to consider these conflicts in certifying the class. The record is replete with testimony from the Plaintiff's representative Ms. Vest about the facts and circumstances surrounding individual customers' decisions related to the setting of REUs or a decision in this case. Notwithstanding this, the court concluded that it was proper to allow Ms. Vest and the Plaintiff to move forward in an action to affect them all.

The case of *Valley Drug Company v. Geneva Pharmaceuticals*, 350 F.3d 1181 (11th Cir. 2003) illustrates the problem with the court's finding of adequacy under the facts of this case. In that case, a fundamental conflict existed among the class members where some benefited from

² The order uses the term "implicated customer" but nowhere does it define who or what is an implicated customer.

the conduct which was the subject of the lawsuit and others were harmed. Ultimately, the 11th Circuit concluded that certification under those circumstances was inappropriate. In so finding, the court held:

A fundamental conflict exists where some party members claimed to have been harmed by the same conduct that benefited other members of the class. In such a situation, the named representatives cannot vigorously prosecute the interests of the class through qualified counsel because their interests are actually more potentially antagonistic to, on conflict with the interests and objectives of other class members. *Id.* at 1189 (citations omitted). The court then went on to cite to other decisions which prohibited a finding of adequacy where the “class collapses into distinct groups of winners and losers” *id.* The 11th Circuit noted as well that it was “not alone in interpreting Rule 23(a)(4) to preclude class certification with the economic interests and objectives of the named representatives differ significantly from the economic interests and objectives of the unnamed class members.” *Id.* at 1190; see also *Pickett v. Iowa Beef Processors*, 209 F.3d 1276 (11th Cir. 2000).

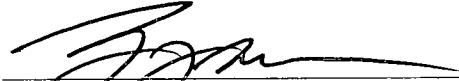
Additionally, fundamental conflicts exist between current commercial customers and former customers members of the class as a former customer has no interest in the impact on MPW or the impact on the current customers’ REUs. Such a conflict makes class certification inappropriate. See *Pipes v. Life Investors Insurance Company of America*, 254 F.R.D. 544, 550 (Ed. Ark 2008).

E. The court’s order ignores the import of Jason Ward’s affidavit.

As discussed briefly above, the court’s order ignores the impact of Jason Ward’s affidavit on typicality, commonality and adequacy. Instead, the affidavit and the analysis of the same is relegated to a three line footnote in the order. The court makes certain assumptions on the impact of a company reserving additional REUs at the beginning of its relationship with MPW and simply concludes that is for another day. This is simply not enough and failure to consider that affidavit is a fundamental flaw with the court’s order and the strength of that order. Accordingly, class certification should be reversed.

CONCLUSION

For the foregoing reasons, the court should rescind its order of June 14, 2019 and issue an order denying class certification to the Plaintiff.



Gray T. Culbreath, SC Bar # 11907
Amy L. B. Hill, SC Bar # 68541
GALLIVAN, WHITE & BOYD, P.A.
1201 Main Street, Suite 1200
P. O. Box 7368 (29202)
Columbia, SC 29201
803-779-1833 (Ofc)
803-779-1767 (Fax)

And

David G. Jennings, Esquire
James A. Bruorton IV, Esquire
Timothy J.W. Muller, Esquire
151 Meeting Street, Suite 400
Charleston, SC 29401

Attorneys for Defendant

Columbia, South Carolina
August 23, 2019

1 STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
2 COUNTY OF CHARLESTON) CASE NO.: 2018-CP-10-2764

3 SNEE FARM LAKES HOMEOWNERS
4 ASSOCIATION, INC., AND ON
5 BEHALF OF THOSE SIMILARLY
6 SITUATED,

Plaintiff,

-vs-

7 THE COMMISSION OF PUBLIC WORKS
8 FOR THE TOWN OF MOUNT PLEASANT,
9 D/B/A MOUNT PLEASANT WATERWORKS,

Defendant.

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30(B)(6) Designee Discovery Deposition of
Mount Pleasant Waterworks, Clay Duffie

Date Taken: Thursday, March 28th, 2019

Time Taken: 9:50 a.m. to 1:10 p.m.

Location: Rosen Rosen & Hagood
151 Meeting Street, Suite 400
Mount Pleasant, South Carolina 29464

Reported By: Judy W. Galuppo, Court Reporter

1 that?

2 A Yes.

3 Q What does "reservation of capacity" mean?

4 A When we assign capacity to a property, it
5 is done so based on the customer's request for service
6 and the volume of service that is necessary. That is
7 called capacity.

8 So there's capacity in the water system
9 and there's capacity in the wastewater system. So in
10 order to -- in order to develop and calculate that
11 capacity, that is equivalent to the capacity that's
12 been assigned to the property. The basic facilities
13 charges are defined as the recovery of those costs
14 based on their pro rata share of the capacity within
15 the system.

16 Q Okay. And is capacity from a system
17 standpoint reflected by this REU --

18 A It is.

19 Q -- metric?

20 A Yes.

21 Q Okay. What is an REU?

22 A Residential equivalent unit.

23 Q I'm sorry. What does that mean? Like
24 what is that? What's the value of it? What's the
25 value of an REU?

1 develop, part of that is for the customer to define to
2 us what they anticipate the demand that they're going
3 to place on the system, typically done by their
4 engineer.

5 Q So essentially it's the customer that is
6 supposed to tell Mount Pleasant Waterworks how much
7 water it intends to use?

8 A Yes, that's how it starts.

9 Q Okay. Well, so the letter of intent
10 comes in based upon these engineering assumptions
11 called out by the SC DHEC guidelines. What happens
12 next from a Mount Pleasant Waterworks perspective?

13 A We verify those.

14 Q And to verify those, what is done?

15 A We can use the guidelines as defined in
16 here by the South Carolina Department of Health and
17 Environmental Control unit to contributory loading
18 guidelines, or we can use our own guidelines that we
19 may have developed over time.

20 Q Okay. And are these the guidelines for
21 development?

22 A Yes.

23 Q Do the guidelines for development ever
24 trump or supersede the DHEC guidelines?

25 A Yes, they do.

1 Q They do? So if I'm a new account tying
2 into the system and I'm putting together a letter of
3 intent, should I base it on the guidelines for
4 development or the DHEC regulations or the guidelines?

5 MR. MULLER: Object to the form.

6 A I don't know what they use for their
7 basis. They're submitting that information to us, and
8 it can vary. They could use either/or, or they can
9 come up with their own calculation.

10 Q Who normally performs these calculations
11 for customers?

12 A I just stated that their engineer does
13 that.

14 Q Engineer, is it like a civil engineer, or
15 is it some other type of engineer?

16 A Professional engineer.

17 Q Okay. All right. So letter of intent
18 comes in. Mount Pleasant Waterworks performs its
19 review. How is the final REU assignment determined?

20 A In some cases where there's an agreement
21 in how it's calculated, it's pretty simple. If
22 there's a disagreement in what the customer has
23 submitted is relative to what they think their demand
24 is going to be and what we think their demand is going
25 to be, then there's some negotiations that go on.

1 Sometimes we ask for additional information. More
2 times than not it's the customer is asking for less
3 capacity than we believe they need, which obviously
4 lowers their impact fees.

5 Q Right.

6 A And they underestimate the demand on the
7 system.

8 Q And that's when -- and that's why Mount
9 Pleasant Waterworks performs its own review, it checks
10 the math to make sure that the REU assignment is
11 accurate, right?

12 A So that we do not under recover the cost
13 of the facilities that the customer will be using.

14 Q Understood. I'm going to hand you what's
15 been marked as Plaintiff's Exhibit 4. We may end up
16 bouncing back and forth between some of these
17 documents. But I just wanted to make sure you had
18 what I was looking at. Do you recognize this
19 document?

20 (Plaintiff's Exhibit 4 is marked for
21 identification.)

22 A Yes.

23 Q What is this document?

24 A It's our annual rate schedule.

25 Q Does this document include the amount of

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Bentley D. Price, Circuit Court Judge

Case No. 2018-CP-10-2764

RECEIVED
SEP 04 2019
SC Court of Appeals

Snee Farm Lakes Homeowner’s Association, Inc.,
Individually and on Behalf of those Similarly Situated.....Respondent

v.

The Commission of Public Works for the
Town of Mount Pleasant d/b/a Mount Pleasant Waterworks,Appellant

NOTICE OF APPEAL

Appellant The Commission of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks (“MPW”) appeals the Orders of the Honorable Bentley D. Price filed June 14, 2019 and August 27, 2019. MPW received notice of the entry of the Order denying MPW’s Motion to Reconsider with regard to the Court’s grant of the Motion for Class Certification filed by Respondent Snee Farm Lakes Homeowner’s Association, Inc., Individually and on Behalf of those Similarly Situated on August 26, 2019. Copies of the trial court’s Orders are attached.

September 4, 2019

By: _____

Gray T. Culbreath, S.C. Bar No. 11907
Amy L.B. Hill, S.C. Bar No. 68541
Janice Holmes, S.C. Bar No. 75038
GALLIVAN, WHITE & BOYD, P.A.
1201 Main Street, Suite 1200
Post Office Box 7368
Columbia, South Carolina 29202
Telephone: 803-779-1833
Facsimile: 803-779-1767
gculbreath@GWBlawfirm.com
ahill@GWBlawfirm.com
jholmes@GWBlawfirm.com

and

James A. Bruorton, IV
David G. Jennings
Timothy J.W. Muller
ROSEN HAGOOD
151 Meeting Street, Suite 400
Charleston, SC 29401

Attorneys for Appellant The Commission of Public
Works for the Town of Mount Pleasant d/b/a Mount
Pleasant Waterworks

Other Counsel of Record:

Clayton B. McCullough
McCULLOUGH KHAN, LLC
359 King St., Suite 200
Charleston, SC 29401
(843) 937-0400
Attorney for Respondent

Ross A. Appel
McCULLOUGH KHAN, LLC
359 King St., Suite 200
Charleston, SC 29401
(843) 937-0400
Attorney for Respondent

James L. Ward
McGOWAN, HOOD & FELDER, LLC
321 Wingo Way, Suite 103
Mt. Pleasant, SC 29464
(843) 388-7202
Attorney for Respondent

Ranee Saunders
McGOWAN, HOOD & FELDER, LLC
321 Wingo Way, Suite 103
Mt. Pleasant, SC 29464
(843) 388-7202
Attorney for Respondent

Exhibit A

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Sneer Farm Lakes Homeowner's)
 Association, Inc., individually and on)
 behalf of those similarly situated,)
)
 Plaintiff,)
)
 vs.)
)
 The Commissioners of Public Works for the)
 Town of Mount Pleasant d/b/a Mount)
 Pleasant Waterworks,)
)
 Defendant.)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH JUDICIAL CIRCUIT
 CASE NO.: 2018-CP-10-2764

**ORDER GRANTING PLAINTIFF'S
 MOTION FOR CLASS
 CERTIFICATION**

RECEIVED
 SEP 04 2019
 SC Court of Appeals

2019 JUN 14 AM 9:21
 JULIE J. ARMSTRONG
 CLERK OF COURT
 BY _____

This matter came before the Court May 31, 2019 on Plaintiff Sneer Farm Lakes Homeowner's Association, Inc.'s Motion for Class Certification. After consideration of the parties arguments, including their briefs in support and opposition, and as set forth more fully below and herein, this Court now grants Plaintiff's Motion for Class Certification and certifies the Plaintiff Class.

INTRODUCTION

This case involves Plaintiff's refund claim for excessive Basic Facility Charges ("BFC") charged by Defendant Commissioners of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks ("MPW"). MPW is a municipal water and sewer authority established pursuant to ordinance of the Town of Mount Pleasant and governed by Sections 5-31-210-270 of the South Carolina Code. It is a government entity that enjoys a monopoly in its service area for providing water and sewage services to Plaintiff and other commercial customers.

Plaintiff is a non-profit homeowners' association that owns, manages, and maintains the common elements identified in Sneer Farm Lakes' restrictive covenants. The Sneer Farm Lakes

development has a single water meter, and MPW bills Plaintiff monthly for water and sewage service. Plaintiff is the MPW customer, not the individual owners in the Snee Farm Lakes development.

MPW charges its customers, including Plaintiff, monthly BFC in addition to traditional volumetric rates based on meter readings. According to MPW's Cost Recovery Policy 7.2 (April 2015 version), BFC "provide equity and stability" by recovering MPW's "fixed costs" including, but not limited to, renewal and replacement debt service, capital costs, operating and maintenance costs, and general administrative costs.¹

BFC are calculated based on the number of Residential Equivalent Units ("REU") assigned to each account. One REU is equal to 300 gallons per day (9,000 gallons per month). MPW assigns each customer a certain number of REU prior to establishing service based on consumption demand assumptions administered and ultimately accepted by MPW. The customer pays MPW a one-time "impact fee" based on the number of REU assigned to the account. MPW then uses this same consumption demand estimate (the REU assignment) to calculate BFC on an ongoing monthly basis thereafter. Specifically, MPW calculates each customer's BFC charge by multiplying the number of assigned REU by the prevailing BFC rate (\$X per REU).

Plaintiff alleges its and the Class's actual water use has for many years been much less than their assigned REU projections, and as a result, they have paid excessive BFC. And Plaintiff contends Defendant knew of these overcharges since at least November 2014, when it received a memorandum from an outside consultant, CDM Smith, Inc., which concluded "approximately 700

¹ Policy 7.2 was amended in June 2018, after this lawsuit was filed, by adding the following language: "The BFC is a charge for the reservation of capacity based on the total active REUs assigned to a property. To ensure the purchased capacity remains available, all BFCs must be paid." Nowhere does Policy 7.2 (April 2015 version) speak to the concept of "reservation of capacity," a concept discussed extensively by MPW in its opposition to class certification.

customers used less than their allocated REUs in 2013” and there were 4,400 REU (or 475.2 million gallons) allocated to commercial accounts that were “unused.” Although shortly thereafter MPW notified 60 customers they had *insufficient* REU in 2014 (and were underpaying BFC), MPW did not notify customers with excessive REU (who were overpaying BFC) until early 2018 when it notified 288 accounts with excessive REU based on an internal 2017 audit. These notification letters offered no refund of any kind, only an administrative process whereby customers could request a REU reduction prospectively.

The thrust of Plaintiff’s claims is that MPW owes a non-delegable duty to charge just and reasonable rates based on actual use, and its practice of overcharging customers based on inaccurate, outdated REU assignments is unlawful. *See* S.C. Code Section 5-31-250 (“The board of commissioners of public works of any city or town . . . may supply and furnish water to citizens of the city or town . . . and may require payment of such rates, tolls and charges as it may establish for the use of water . . .”) (emphasis added); *Simons v. City Council of Charleston*, 181 S.C. 353, 187 S.E. 545 (1936) (holding municipal water rates must at all times be “reasonable”).

Besides failing to notify customers of these overcharges until 2018, Plaintiff alleges MPW never periodically adjusted Plaintiff’s and other customers’ REU assignments to ensure they remain consistent with actual use. According to Plaintiff, this caused the overcharges at issue in this case. MPW contends it is the customer’s responsibility to petition MPW for REU reductions if the customer wants to be charged only for the water it actually uses. Plaintiff responds by claiming, as a matter of law, MPW cannot skirt its obligation to charge just and reasonable rates based on actual use by delegating the duty to adjust REU assignments to customers; MPW is better positioned than customers to perform this function based on its possession of the data, technical expertise, and incentive to project accurate demand; and customers face paying excessive use

charges and expensive impact fees if REU are dropped too low. Set forth below are the findings of fact and conclusions of law in favor of class certification.

STANDARD OF REVIEW

Rule 23(d)(1), SCRCF provides: “As soon as practicable, after the commencement of an action brought as a class action, the court shall determine by order whether it is to be so maintained. An order under this subdivision may be conditional, and may be altered or amended before the decision on the merits.” The Supreme Court of South Carolina “has expressed the viewpoint that class actions are favored in this state[.]” *Grazia v. S.C. State Plastering, LLC*, 390 S.C. 562, 576, 703 S.E.2d 197, 204 (2010). Undergirding this sentiment is the rationale that “the class action device saves the resources of both the courts and the parties by permitting an issue potentially affecting every [class member] to be litigated in an economical fashion under Rule 23.” *Id.* (quoting *Califano v. Yamasaki*, 442 U.S. 682, 701 (1979)).

A party seeking class certification must demonstrate:

- 1) the class must be “so numerous that joinder of all members is impracticable;”
- 2) there must be “questions of law or fact common to the class;”
- 3) the “claims or defenses of the representative parties [must be] typical of the claims or defenses of the class;”
- 4) “the representative parties [must] fairly and adequately protect the interests of the class;” and
- 5) “the amount in controversy [must] exceed[] one hundred dollars for each member of the class.

Gardner v. S.C. Dep’t of Revenue, 353 S.C. 1, 20–21, 577 S.E.2d 190, 200 (2003) (alterations in original) (quoting Rule 23(a), SCRCF). “The first four criteria are often referred to as the requirements for numerosity, commonality, typicality, and adequacy of representation.” *Id.* Whether a class should be certified rests in the discretion of the trial court. *King v. Am. Gen. Fin., Inc.*, 386 S.C. 82, 88, 687 S.E.2d 321, 324 (2009). In reviewing a motion to certify a class, the Court should accept the allegations in the pleadings as true and may not look to the merits of the

claims. *Anselmo v. West Paces Hotel Grp., LLC*, 2011 WL 1049195 at *19 (D.S.C. 2011); *Middleton v. SunStar Acceptance Corp.*, No. CIV.A. 98-CP-07-1131, 2000 WL 33385388, at *3 (S.C. Ct. Comm. Pleas Jan. 13, 2000).

Class Definition

The Class is defined as all current and former MPW commercial customers who paid excessive BFC in excess of \$100, defined as a customer's average daily usage from January 1, 2014 (or any later date of service inception) to present being less than that customer's assigned REU. Excluded from the Class are:

- a. Defendant, its legal representatives, elected officials, officers, directors, assigns, and successors;
- b. The judge, magistrate, and any special master to whom this case is assigned, and any member of their immediate families; and
- c. To the extent the class certification order permits exclusion, all account holders that timely submit proper requests for exclusion from the plaintiff class.

Rule 23 Requirements Are Met

As a threshold matter, Defendant asserts Plaintiff lacks standing to bring this claim because it has suffered no injury. I find this contention wholly without merit.

A party bringing suit may acquire standing by statute, through the rubric of Article III standing, or under the public importance exception.² *ATC S., Inc. v. Charleston Cnty.*, 380 S.C. 191, 195, 669 S.E.2d 337, 339 (2008). Under a constitutional standing analysis: (1) a party must "have suffered an injury-in-fact which is a concrete, particularized, and actual or imminent invasion of a legally protected interest[.]" (2) "a causal connection must exist between the injury

² There is no suggestion Plaintiff has standing pursuant to statute or under the public importance exception; therefore, the Court's analysis is confined to Article III standing.

and the challenged conduct[,]”and (3) “it must be likely that a favorable decision will redress the injury.” *Youngblood v. S.C. Dep’t of Soc. Servs.*, 402 S.C. 311, 317–18, 741 S.E.2d 515, 518 (2013).

Defendant claims Plaintiff has not suffered an “injury-in-fact” because the cost of water is allegedly passed on to the unit owners through regime fees. However, this assertion misses the point. Plaintiff is a MPW customer that receives monthly water bills. According to Plaintiff’s lawsuit, the bills it received—and paid—included excessive BFC for years and therefore it is entitled to a refund for this overcharge. The individual unit owners in the Snee Farms Lake development, however, are *not* MPW customers, have no direct relationship with MPW, and therefore, have no standing to bring this case. Whatever other contractual agreements Plaintiff may have with its members do not undermine Plaintiff’s standing as an overcharged MPW customer for purposes of this case and class certification.³

I. Numerosity

The Class is so numerous that joinder of all members as plaintiffs is impracticable. No specific number of potential class members is required to satisfy numerosity. *Brady v. Thurston Motor Lines*, 726 F.2d 136, 145 (4th Cir. 1984). However, “[g]enerally, classes consisting of forty

³ Furthermore, even if I were to accept Defendant’s analysis, Plaintiff would have associational standing to bring suit for its member owners. “The three part test for associational standing requires that an association’s members would otherwise have standing to sue in their own right, the interests at stake are germane to the organization’s purpose, and neither the claim asserted nor the relief requested requires the participation of individual members in the lawsuit.” *Carnival Corp. v. Historic Ansonborough Neighborhood Ass’n*, 407 S.C. 67, 76, 753 S.E.2d 846, 851 (2014). Here, Defendant asserts the homeowners would possess any potential claim. As to the interests at issue, Plaintiff’s purpose is to provide amenities to its owners, including water and wastewater services, and therefore the claims are aligned with its function. Finally, the claims asserted do not require the involvement of any owner, because the issue raised is the charge relative to Plaintiff’s overall usage rather than use by a single owner.

or more members are considered sufficiently large to satisfy the impracticability requirement.” *Am. Sales Co., LLC v. Pfizer, Inc.*, 2017 WL 3669604 (E.D. Va. 2017) (citing *Meijer, Inc. v. Warner Chilcott Holdings, Co., Ltd.*, 246 F.R.D. 293, 301 (D.D.C. 2007)).

“[T]he size of the class is not the only consideration relevant to the impracticability inquiry.” *Am. Sales Co., LLC.*, 2017 WL 3669604 at *9-10. Instead, courts should consider other factors such as judicial economy, financial resources of class members, the overlapping or duplicative nature of the potential claims, and, given the economics of litigation, whether class members would be effectively barred from pursuing their claims absent certification. *Id.*

The Class includes all commercial customers who paid excessive BFC based on their average daily usage records since January 1, 2014. Plaintiff’s definition of “excessive” mirrors the average daily use methodology MPW uses when calculating impact fees and assigning REU at service inception. Plaintiff claims that, as defined, the Class includes over 400 accounts. Defendant argues that each customer’s claims are factually distinct and render the numerosity requirement impossible for Plaintiff to meet. This Court disagrees. As discussed more fully *infra*, the Class and its attendant claims are addressed to commercial customers charged excessive BFC. MPW’s own 2017 Audit, which used a more conservative highest quarter average definition of “excessive,” found 288 accounts had excessive REU based on the last three years of actual use records. Consequently, I find the number of members makes joinder impracticable in satisfaction of Rule 23(a)(1).

II. Commonality

Common questions of law and fact exist as to all members of the Class. Rule 23(a)(2) requires that a party seeking to certify a class demonstrate that “there are questions of law or fact common to the class.” Practically, “this means the party must articulate the existence of significant

common, legal, or factual issues which bind the proposed class together.” *Gardner v. S.C. Dep’t of Revenue*, 353 S.C. 1, 21, 577 S.E.2d 190, 200 (2003) (internal quotation marks omitted). However, commonality does not demand that *every* issue in the case be common to all class members, but instead would be met where the class shares a determinative issue. *Id.* at 21, 577 S.E.2d at 200–01. “In fact, a single common issue will suffice if it is important enough.” *McGann v. Mungo*, 287 S.C. 561, 568, 340 S.E.2d 154, 158 (Ct. App. 1986) (citing H. Lightsey & J. Flanagan, *South Carolina Civil Procedure* 198 (2d ed. 1985)).

In this case, Plaintiff alleges the Class’s claims arise from a uniform course of conduct involving common questions of law and fact. These issues include, but are not limited to:

- a. Whether under the facts and circumstances of this case, state law prohibits MPW from imposing and collecting excessive BFC based on REU estimates that exceed actual usage.
- b. Whether Plaintiff and the Class members have suffered financial damages and MPW owes refunds associated with its imposing and collecting excessive BFC based on REU estimates that exceed actual usage.
- c. Whether MPW can continue charging BFC based on REU estimates that exceed actual usage, as it has traditionally done.

The critical issues dominating the claim of every Class member are (1) whether MPW can legally charge BFC based on REU assignments inconsistent with actual use, and (2) who has the burden of periodically adjusting each customer’s REU assignment to ensure customers are not overcharged. MPW argues BFC are “reservation of capacity” charges that do not have to be connected to actual use. Plaintiff disputes this notion by, among other things, observing the language “reservation of capacity” was only added to the definition of BFC after this lawsuit was filed.⁴ MPW further argues it has no legal obligation to monitor usage to ensure accurate REU

⁴ Footnote 1, *supra*.

assignments, and customers have the obligation to petition for reductions or increases. Plaintiff disagrees, arguing state law requires that MPW at all times charge just and reasonable rates based on the “use” of water.⁵

Whether Plaintiff or Defendant is right about these two core issues is for another day. However, for the purposes of class certification, this Court recognizes both questions are embedded in the claims of every Class member. Resolution of these questions all but resolves each Class member’s claim. The class action mechanism was designed to efficiently resolve cases like this where common issues are present amongst hundreds of potential plaintiffs. For these reasons, I find that based upon the common questions presented, Plaintiff has met its burden as to commonality as required by Rule 23(a)(2).

III. Typicality.

The tenets of commonality and typicality are often dealt with as one in terms of class certification. *See Gen. Tel. Co. of the Sw. v. Falcon*, 457 U.S. 147, 157 n.13 (1982) (“The commonality and typicality requirements of Rule 23(a) tend to merge.”). “To establish the typicality requirement, the ‘claims or defenses of the representative parties [must be] typical of the claims or defenses of the class.’” *Pope v. Heritage Cmty., Inc.*, 395 S.C. 404, 422, 717 S.E.2d 765, 774 (Ct. App. 2011) (alterations in original) (quoting Rule 23(a)(3)). Decisions construing

⁵ I also reject Defendant’s argument that possible statute of limitation defenses would vary among the Class and defeat commonality. Simply stating that a customer may have known that it was overpaying BFC is not the same as that customer recognizing it had a claim against a municipal authority. Plaintiff’s case is based on an allegation that MPW has acted illegally and contrary to its statutory obligations. A customer is allowed to presume the government is acting lawfully. *See S.C. Nat. Bank v. Florence Sporting Goods, Inc.*, 241 S.C. 110, 115–16, 127 S.E.2d 199, 202 (1962) (“[P]ublic officers are presumed to have properly discharged the duties of their offices and to have faithfully performed the duties with which they are charged.”). In any event, class certification is not a ruling on MPW’s defenses, which can be raised and resolved on a class wide basis as the litigation proceeds.

Rule 23(a)(3) have given it a liberal construction, holding that a claim is typical if it arises from the same events, practices, or course of conduct that gives rise to the claims of other class members, and if the claims are based on the same legal theories. *See* H. Newberg, *Newberg on Class Actions* § 3:29 (5th ed. 2011) (collecting cases). Generally, “[w]here the class representatives’ claims are such that they will have to prove the same elements as the remainder of the class, then typicality should be found notwithstanding factual differences between various members of the class.” *Brown v. Cameron-Brown Co.*, 92 F.R.D. 32, 38 (E.D. Va. 1981).

Defendant focuses much of its attention on how initial REU assignments are processed, an observation that the Class would potentially include hospitals, restaurants, and other business that may operate differently than an HOA, and the allegation that some customers may have decided to maintain excessive REU and pay excessive BFC. I find these distinctions fail to demonstrate that Plaintiff’s claims are atypical of the Class.

Plaintiff’s case does not involve an attack on the initial REU assignment or seek any impact fee refunds. Nor do Plaintiff’s claims relate to whether certain Class members decided to purchase additional REU at the impact fee stage for business purposes.⁶ Rather, Plaintiff challenges MPW’s practice of basing BFC on the initial REU assumptions and never periodically adjusting REU assignments to ensure they remain consistent with actual use. Fundamental legal questions over whether and under what circumstances REU adjustments must be made and who must make them predominate the Class. Of course, hospitals, restaurants, and HOAs use water services differently, but that is irrelevant to this case. All implicated customers who comprise the Class, like Plaintiff, would have a refund claim for past excessive BFC.⁷

⁶ For this reason, the affidavit submitted by Jason Ward with Landmark Enterprises, Inc. does not defeat class certification. Notably, Mr. Ward takes no position on whether refunds for past excessive BFC should be paid.

⁷ Defendant also attempts to draw distinctions in the fact that Plaintiff never sought a reduction of

Given the foregoing, Plaintiff's claims arise from the same nucleus of operative facts and are intended to correct and prevent the same improper conduct that has impinged identically on Plaintiff and members of the Class. I therefore find Plaintiff's claims are typical of the Class in satisfaction of Rule 23(a)(3).

IV. Adequacy of Representation.

To satisfy the Rule 23(a)(4) requirement that that named plaintiff fairly and adequately protect the interests of the class, the Court must examine: "(1) whether class counsel are qualified, experienced, and generally able to conduct the proposed litigation; and (2) whether Plaintiff[s] claims are sufficiently interrelated with and not antagonistic to the class claims as to ensure fair and adequate representation." *Lott v. Westinghouse Savannah River Co.*, 200 F.R.D. 539, 561 (D.S.C. 2000). "The kind of antagonism that will defeat the maintenance of a class action is the kind which relates to the subject matter in controversy, as when the named representative has a claim which conflicts with the economic interests of the class." *Waller v. Seabrook Island Prop. Owners Ass'n*, 300 S.C. 465, 468, 388 S.E.2d 799, 801 (1990).

Defendant does not challenge the adequacy of counsel, and this Court finds counsel for the Class are professionally competent to conduct this particular litigation. Plaintiff's counsel have significant collective experience prosecuting complex and class litigation, and they are qualified to prosecute the claims of all Class members.

However, Defendant takes issue with Plaintiff as an adequate representative of the Class, revisiting many of the challenges to commonality and typicality the Court has already rejected within this Order. Defendant's assertions that the Class members have distinct claims and interests

its REU and cannot show that other commercial customers chose not to reduce their REU for the same reasons. As discussed regarding commonality, Defendant's assertions assume its customers had the burden of regulating their own rates. This is a core legal question Plaintiff's suit seeks to address.

all assume MPW is not legally required to monitor and regulate REU assignments and make customary adjustments as part of charging a reasonable rate. It is the validity of this legal assumption that lies at the heart of Plaintiff's claims and is typical of the Class—all of whom have claims predicated on whether the law allows MPW to charge them in this manner, and if not, whether they are entitled to a refund.

MPW also suggests Plaintiff lacks sufficient understanding of the case to serve as Class representative. Plaintiff is not required to be so conversant with the facts and legal theories of the case to brief its own arguments. *See Gunnells v. Healthplan Servs., Inc.*, 348 F.3d 417, 430 (4th Cir. 2003) (holding as “hornbook law” that “[i]n a complex lawsuit, such as one in which the defendant’s liability can be established only after a great deal of investigation and discovery by counsel against a background of legal knowledge, the representative need not have extensive knowledge of the facts of the case in order to be an adequate representative.” (alteration in original) (internal quotation omitted)). Having reviewed the Rule 30(b)(6) deposition testimony of Plaintiff submitted by Defendant with its opposition brief, I find that Plaintiff, aided by its experienced counsel, will adequately represent and protect the interests of the Class. Plaintiff understands the basis of the BFC refund claim and the Class it seeks to represent. All members of the Class sustained damages arising out of Defendant’s uniform conduct toward Plaintiff and all members of the Class. Plaintiff is committed to pursuing this action, and Plaintiff’s claims benefit and are coextensive with those of all Class members. Contrary to MPW’s argument, Plaintiff need not be in a position to declare what other Class members’ REU assignments ought to be. A core legal, and disputed, issue in this case is whether customers even have this responsibility at all.

V. The Amount in Controversy.

The final prong of Rule 23 requires that each class member have a claim in excess of \$100.

Here, the proposed Class is comprised of MPW commercial customers that have paid excessive BFC in excess of \$100. As a result, this element is satisfied.

CONCLUSION

As set forth herein, this Court finds Plaintiff has met its burden of demonstrating that each requirement for class certification is satisfied. Although Defendant artfully challenges the motion, focusing on individual customers as evidence that any claims are distinct, I find that the overarching issues predominating the class are whether (1) MPW can legally charge BFC based on REU assignments inconsistent with actual use and (2) whether MPW is required to monitor and adjust REU assignments as part of its duty to charge reasonable BFC. If Plaintiff is right, then any individual action by Class members regarding REU adjustments are irrelevant. If MPW is right, then the claims of the Class all but fall apart and this issue will be one decided for all customers that follow. Accordingly, I find that class certification promotes the interests of judicial economy, efficiency, and fairness to all parties.

IT IS HEREBY ORDERED THAT:

1. The Class is certified on all causes of action;
2. Snee Farm Lakes Homeowner's Association, Inc. is appointed Class representative;
3. Clayton B. McCullough, Ross A. Appel, James L. Ward, Jr., and Ranees Saunders are appointed Class Counsel.

AND IT IS SO ORDERED.

DATED: June 19th 2019

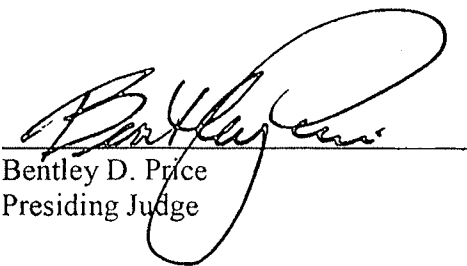

Bentley D. Price
Presiding Judge

Exhibit B

IN THE STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Snee Farm Lakes Homeowner's)
 Association, Inc., Individually and on)
 Behalf of those Similarly Situated,)
 Plaintiff,)
)
 v.)
)
)
 The Commission of Public Works for the)
 Town of Mount Pleasant d/b/a Mount)
 Pleasant Waterworks,)
 Defendant.)

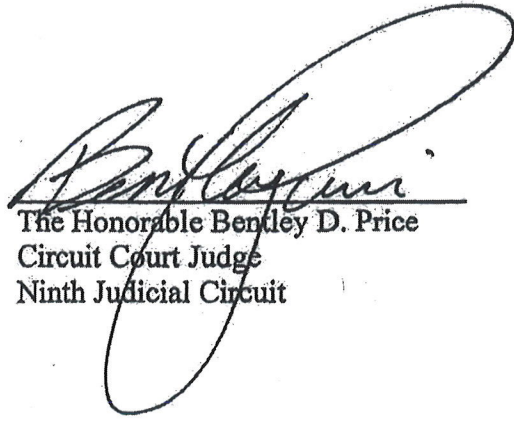
IN THE COURT OF
 COMMON PLEAS
 NINTH JUDICIAL CIRCUIT
 2018-CP-10-2764

RECEIVED
 SEP 04 2019
 SC Court of Appeals

**ORDER DENYING
 DEFENDANTS' MOTION
 TO RECONSIDER**

FILED
 2019 AUG 27 AM 8:51
 JUDGE J. ARYSTHOPE
 CLERK OF COURT

This matter initially came before the Court on June 14, 2019 on Plaintiff's Motion for Class Certification. At the conclusion of oral arguments, the Court granted the Motion. Defendant thereby timely filed a Motion to Reconsider. After thoroughly reviewing the Motion and after a Hearing, Defendant's Motion to Reconsider is **DENIED.**
AND IT IS SO ORDERED.


 The Honorable Bentley D. Price
 Circuit Court Judge
 Ninth Judicial Circuit

August 27, 2019

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Bentley D. Price, Circuit Court Judge

Case No. 2018-CP-10-2764

RECEIVED
SEP 04 2019
SC Court of Appeals

Snee Farm Lakes Homeowner's Association, Inc.,
Individually and on Behalf of those Similarly Situated.....Respondent

v.

The Commission of Public Works for the
Town of Mount Pleasant d/b/a Mount Pleasant Waterworks,Appellant

PROOF OF SERVICE

I, the undersigned employee of Gallivan, White & Boyd, P.A., do hereby certify that I have caused the below referenced to be served via U.S. mail, postage prepaid, *or by other delivery as indicated*, to all parties of record at the address(es) shown below.

1. Notice of Appeal;
2. Proof of Service of the Notice of Appeal served on Respondent, Charleston County Clerk of Court, and The Honorable Bentley D. Price;
3. Copy of the Order to be challenged on appeal, which was signed by The Honorable Bentley D. Price, dated June 14, 2019, filed on June 14, 2019, and received in our office on June 14, 2019;
4. Copy of Order to be challenged on appeal, which was signed by The Honorable Bentley D. Price, dated August 27, 2019, filed on August 27, 2019, and received in our office on August 27, 2019; and
5. A check in the amount of \$250.00 for the filing fee.

Parties of Record

The Honorable Bentley D. Price
Circuit Court Judge
100 Broad St., Ste 432
Charleston, SC 29401

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401-2258

The Honorable Jenny Abbott Kitchings
SC Court of Appeals
1015 Sumter Street
Columbia, SC 29211
(via hand delivery)

GALLIVAN, WHITE & BOYD, P.A.

By: 

Janice Holmes, S.C. Bar 75038
Shelley S. Montague, S.C. Bar 68019
1201 Main Street, Suite 1200
Post Office Box 7368
Columbia, South Carolina 29202
Telephone: 803-779-1833
Facsimile: 803-779-1767
jholmes@GWBlawfirm.com
smontague@GWBlawfirm.com

Attorneys for Appellant Nautilus Insurance
Company

September 4, 2019

Other Counsel of Record:

Clayton B. McCullough
McCULLOUGH KHAN, LLC
359 King St., Suite 200
Charleston, SC 29401
(843) 937-0400
Attorney for Respondent

Ross A. Appel
McCULLOUGH KHAN, LLC
359 King St., Suite 200
Charleston, SC 29401
(843) 937-0400
Attorney for Respondent

James L. Ward
McGOWAN, HOOD & FELDER, LLC
321 Wingo Way, Suite 103
Mt. Pleasant, SC 29464
(843) 388-7202
Attorney for Respondent

Ranee Saunders
McGOWAN, HOOD & FELDER, LLC
321 Wingo Way, Suite 103
Mt. Pleasant, SC 29464
(843) 388-7202
Attorney for Respondent

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THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM Charleston County
Bentley D. Price, Circuit Court Judge

Appellate Case No.: 2019-001487

RECEIVED
SEP 20 2019
SC Court of Appeals

Snee Farm Lakes Homeowner’s Association, Inc., Individually and on Behalf of those Similarly Situated.....Respondent,

v.

The Commissioners of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks.....Appellant.

Respondent’s Motion to Dismiss

Limitations on appellate jurisdiction hew to the belief that as a general matter, allegations of trial court error that fail to determine any portion of the case with finality should not be entertained on appeal until the final judgment is rendered. This policy serves the interests of judicial economy and ensures the reviewing court has the requisite record on which to consider the issues posed. With these considerations in mind, interlocutory orders addressed to class certification have routinely been held not immediately appealable.¹ Yet, without suggesting why a departure from settled precedent is appropriate, Appellant The Commissioners of Public Works

¹ It is curious that MPW would seek review of this interlocutory order when the case law is unequivocal. However, MPW has consistently hindered progress of the case and it appears this appeal offers another manner to interpose delay. Specifically, it could further delay the already protracted discovery process. MPW refused to produce the MPW commissioners for deposition after Respondent moved for class certification—despite the fact that class certification is not a motion on the merits and will not end the case. And even though the trial court has twice concluded the case is appropriate for class action, MPW has refused to answer discovery.

for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks (MPW) requests this Court review the trial court’s grant of class certification.² As discussed herein, a class certification order is provisional by design and therefore presents a classic example of why interlocutory appeals are not favored. The trial court may reconsider the order in its discretion at any time prior to a decision on the merits. It would be injudicious to review an order that may be amended in two months. Accordingly, Respondent Snee Farm Lakes Homeowner’s Association, Inc., requests this Court dismiss this appeal pursuant to Rule 240 of the South Carolina Appellate Court Rules and allow litigation to proceed. *See* Rule 221, SCACR.

By way of background, MPW is a municipal water and sewer authority established pursuant to ordinance of the Town of Mount Pleasant, South Carolina and state law. It is a government entity that enjoys a monopoly in its area for water and sewage services. Respondent is a non-profit homeowners’ association that owns, manages, and maintains the common elements articulated in Snee Farm Lakes’ restrictive covenants. Part of its duties includes the provision of water and wastewater services, which Respondent obtains through a contract with MPW.

MPW charges its commercial customers like Respondent monthly Basic Facility Charges (BFC) in addition to the traditional water and sewer fees based on metered (volumetric) usage.

² Respondent acknowledges the Court has carved out an exception in special cases—such as where the class involves minors who may not know they have been adopted—under the rationale that class notification would “involve[] the disclosure of personal and potentially sensitive information for which there would be ‘no appellate remedy . . . likely to repair any damage done by an improper disclosure.’” *BLH by Hensley v. S.C. Dep’t of Soc. Servs.*, 423 S.C. 422, 429, 814 S.E.2d 638, 642 (Ct. App. 2018), *cert. granted* (oral argument set for Oct. 29, 2019) (second alteration in original) (quoting *Ex parte Capital U-Drive-It, Inc.*, 369 S.C. 1, 8, 630 S.E.2d 464, 468 (2006)). This case involves commercial customers and therefore offers no similar threats of exposure. Indeed, MPW identified and contacted hundreds of customers with excessive REU based on its own internal audit prior to this litigation’s inception. These customers were never offered refunds and comprise the Class. This information is public, and these details were obtained through a Freedom of Information Act Request.

According to MPW's Cost Recovery Policy, BFC are designed to recover "fixed costs" for providing services to its customers including, but not limited to, Renewal and Replacement debt service, capital costs, operating and maintenance costs, and general administrative costs. BFC are calculated based on the number of Residential Equivalent Units (REU)³ assigned to each account.⁴ This assignment is calculated prior to establishing service or on a customer's change in use and though it is meticulously calculated, it is ultimately a prediction used to calculate the associated "impact fee." Once service begins, customers pay a BFC calculated based on these initial REU assignments.

However, these predictions are not revisited by MPW and Respondent uses significantly less water and wastewater than its assigned REU. So MPW unlawfully collects excessive BFC from Respondent each month. Specifically, MPW assigned Respondent 148 REU (approximately 1,332,000 gallons per month), yet Respondent's actual monthly consumption has almost always been much less than that assigned amount. Every month, Respondent's usage failed to reach 1,332,000 gallons, it necessarily paid excessive BFC. Respondent has been overcharged thousands of dollars by MPW over years. Despite this discrepancy and at all times knowing or having the means to know of Respondent's actual monthly usage relative to its REU assignment, MPW continues this collection.

Based on this illegal practice, Respondent filed the underlying class action Complaint June 1, 2018, seeking to represent a class of similarly situated individuals in requesting declaratory relief and alleging causes of action for breach of contract, conversion, and unjust

³ As a general matter, REU is based on the amount of water a residential user would consume in a month. MPW's residential customer are automatically assigned a single REU.

⁴ One REU is equal to 300 gallons per day, so an account assigned one REU is estimated to use approximately 9,000 gallons per month.

enrichment/money had and received. MPW filed a motion to dismiss July 5, 2018, and after a hearing September 27, 2018, before the Honorable Jennifer B. McCoy, the Court denied the motion by form order November 30, 2018. Respondent moved for class certification January 21, 2019, and after a hearing May 31, 2019, before the Honorable Bentley D. Price, the court granted Respondent's motion June 14, 2019. MPW filed a motion to reconsider pursuant to Rules 59(e) and 60 of the South Carolina Rules of Civil Procedure June 20, 2019 and Judge Price conducted a hearing on the matter August 26, 2019. He denied the motion from the bench and by written order the following day. MPW then filed this notice of appeal.

Argument

Section 14-3-330 of the South Carolina Code establishes appellate jurisdiction over cases arising at law and dictates which judgments and orders are appealable. The statute provides, in pertinent part:

The Supreme Court shall have appellate jurisdiction for correction of error of law in law cases, and shall review upon appeal:

(1) Any intermediate judgment, order or decree in a law case involving the merits in actions commenced in the court of common pleas and general sessions, brought there by original process or removed there from any inferior court or jurisdiction, and final judgments in such actions; provided, that if no appeal be taken until final judgment is entered the court may upon appeal from such final judgment review any intermediate order or decree necessarily affecting the judgment not before appealed from;

(2) An order affecting a substantial right made in an action when such order (a) in effect determines the action and prevents a judgment from which an appeal might be taken or discontinues the action, (b) grants or refuses a new trial or (c) strikes out an answer or any part thereof or any pleading in any action.

§ 14-3-330(1)-(2). “An order which does not finally end a case or prevent a final judgment from which a party may seek appellate review usually is considered an interlocutory order from which no immediate appeal is allowed.” *Hagood v. Sommerville*, 362 S.C. 191, 195, 607 S.E.2d 707,

709 (2005). “The provisions of Section 14–3–330, including subsection (2), have been narrowly construed and immediate appeal of various orders issued before or during trial generally has not been allowed.” *Id.* at 196, 607 S.E.2d at 709. “The basic policy behind denying immediate review of pretrial motions is avoidance of piecemeal litigation where the rights of the parties have not been substantially impacted.” *Watson v. Underwood*, 407 S.C. 443, 458, 756 S.E.2d 155, 163 (Ct. App. 2014).

It is well-settled a class certification order is, as a general matter, not immediately appealable. *E.g.*, *Salmonsens v. CGD, Inc.*, 377 S.C. 442, 448, 661 S.E.2d 81, 85 (2008) (“The general rule established by this Court is that class certification orders are not immediately appealable.”); *Eldridge v. City of Greenwood*, 308 S.C. 125, 127, 417 S.E.2d 532, 534 (1992) (“Orders under Rule 23, SCRCF are interlocutory and thus, immediately appealable only in certain circumstances.”). This conclusion draws in part from the fact that “[c]lass certification, essentially procedural in nature, does not involve substantial or essential legal rights which require attention prior to final judgment [nor does it] reach the ‘merits’ of the underlying cause of action.” *Knowles v. Standard Sav. & Loan Ass’n*, 274 S.C. 58, 59, 261 S.E.2d 49, 49 (1979). In addition to failing to touch the merits or implicate substantial rights, a class certification order is uniquely—and expressly—*provisional*. Rule 23 invites the trial court’s discretion to revisit orders issued pursuant to that Rule, whether on motion by a party or *sua sponte*. *See* Rule 23(d)(1)-(2), SCRCF (“An order under this subdivision may be conditional, and may be altered or amended before the decision on the merits. (2) The court may at any time impose such terms as shall fairly and adequately protect the interest of the persons on whose behalf the action is brought or defended.”); *see Thornton v. S.C. Elec. & Gas Corp.*, 391 S.C. 297, 305, 705 S.E.2d 475, 479 (Ct. App. 2011) (dismissing appeal from an order to strike class allegations as interlocutory because it was in effect

“an order denying class certification which, under Rule 23(d)(1), ‘may be altered or amended before the decision on the merits’”). Accordingly, the now appealed order granting class certification fails to fall within the ambit of the Court’s appellate jurisdiction under section 14–3–330 because it is interlocutory, and, as a procedural rule, it decides nothing of the substance of the matter.

Moreover, allowing this appeal would undermine the policy of efficiency that drives the scope of appellate jurisdiction and the procedures outlined in Rule 23. As noted above, a hallmark principle of appellate review is that piecemeal litigation should be avoided absent clear exceptions. Grounded in this notion is the belief that the path to resolution of a case should not be hindered by pausing to reconsider each turn. *Doe v. Howe*, 362 S.C. 212, 216, 607 S.E.2d 354, 356 (Ct. App. 2004) (“The final judgment rule serves the laudatory goal of preventing piecemeal review of matters that are merely steps toward a final judgment.”). What is more, an opinion of this Court will not bless a class certification order with the finality Rule 23 itself mandates against. Rule 23 empowers the trial court to revisit the issue of class certification at any time “before the decision on the merits.”⁵ So allowing an appeal now would suggest an order addressed to class certification could be taken up each time the trial court tweaks it as Rule 23 contemplates. Practically, the class action procedure works to allow the courts as well as all parties avoid unnecessary expenditures of time and money. *E.g., Gen. Tel. Co. of Sw. v. Falcon*, 457 U.S. 147, 155 (1982) (“[T]he class-action device saves the resources of both the courts and the parties by permitting an issue

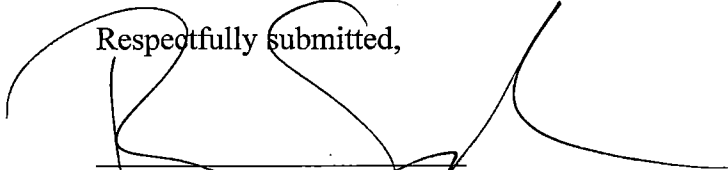
⁵ In that way, it is similar to an order denying summary judgment, which is not immediately appealable because it merely poses issues that may be revisited over the course of litigation. *See Ballenger v. Bowen*, 313 S.C. 476, 477, 443 S.E.2d 379, 380 (1994) (“A denial of a motion for summary judgment decides nothing about the merits of the case, but simply decides the case should proceed to trial. The denial of summary judgment does not establish the law of the case, and the issues raised in the motion may be raised again later in the proceedings by a motion to reconsider the summary judgment motion or by a motion for a directed verdict.” (internal citations omitted)).

potentially affecting every [class member] to be litigated in an economical fashion under Rule 23.” (second alteration in original) (quoting *Califano v. Yamasaki*, 442 U.S. 682, 701 (1979))). These benefits are exemplified in Rule 23’s flexibility. Because the order is by nature modifiable, Rule 23(d)(1) encourages the trial court to issue a ruling on class certification promptly. *See* Rule 23(d)(1) (“As soon as practicable, after the commencement of an action brought as a class action, the court shall determine by order whether it is to be so maintained.” (emphasis added)). The Rule envisions that as the case proceeds and discovery progresses, information may be uncovered that requires amendment of a class certification order.

Conclusion

Based on the foregoing, Respondent requests this Court dismiss the appeal as interlocutory and allow litigation to proceed.

Respectfully submitted,



James L. Ward, Jr. (SC Bar #13453)
Ranee Saunders (SC Bar #100073)
McGOWAN, HOOD & FELDER, LLC
321 Wingo Way, Suite 103
Mt. Pleasant, SC 29464
Telephone: 843.388.7202
Facsimile: 843.388.3194
jward@mcgowanhood.com
rsaunders@mcgowanhood.com

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM Charleston County
Bentley D. Price, Circuit Court Judge

Appellate Case No.: 2019-001487

RECEIVED
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Snee Farm Lakes Homeowner's Association, Inc., Individually and on Behalf of those Similarly Situated.....Respondent,

v.

The Commissioners of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks.....Appellant.

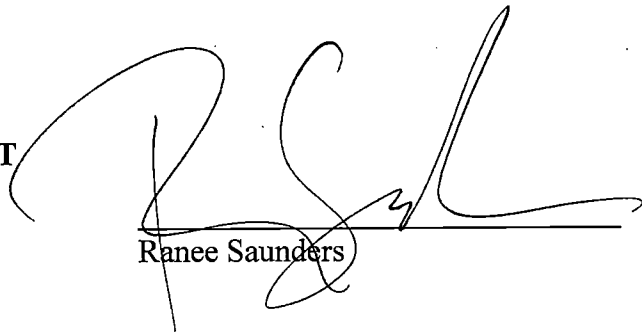
PROOF OF SERVICE

The undersigned hereby certifies that on September 16, 2019, she served counsel of record with the Motion to Dismiss in this matter by mailing a copy of the same by United States Mail with first class postage prepaid to the following addresses:

James A. Bruorton, IV, Esq.
David G. Jennings, Esq.
Timothy J.W. Muller, Esq.
Rosen Hagood
151 Meeting St., Suite 400
Charleston, SC 29401

Gray T. Culbreath, Esq.
Amy L.B. Hill, Esq.
Janice Holmes, Esq.
Gallivan, White & Boyd, P.A.
Post Office Box 7368
Columbia, SC 29202

ATTORNEYS FOR THE APPELLANT



Rancee Saunders

Clayton B. McCullough (SC Bar #13722)

Ross A. Appel (SC Bar #79149)

McCULLOUGH KHAN, LLC

359 King St., Ste. 200

Charleston, SC 29401

Telephone: 843.937.0400

Facsimile: 843.937.0706

clay@mklawsc.com

ross@mklawsc.com

Sept. 16th, 2019
Mount Pleasant, South Carolina

ATTORNEYS FOR RESPONDENT

McGowan, Hood & Felder, LLC

Chad A. McGowan (SC,GA,NC)
S. Randall Hood
John G. Felder, Jr.
W. Jones Andrews, Jr.
Russell T. Burke
Jordan C. Calloway
Susan F. Campbell
Deborah Casey (NC)*
Ashley White Creech
Shawn B. Deery
Chance M. Farr (SC,NC)
Julia M. Flumian
Eve S. Goodstein



Whitney B. Harrison
Richard A. "Trey" Jones III
Patrick M. Killen
Daniel W. Luginbill
Anna S. Magann
Robert V. Phillips
Ranee Saunders (SC)
James L. Ward, Jr. (SC,NC)
James Stephen Welch (SC,OK)*
Jay F. Wright
Joseph G. Wright, III*
*Of Counsel

Writer's e-mail: rsaunders@mgcowanhood.com

September 16, 2019

VIA U.S. MAIL:

The Honorable Jenny Kitchings
Clerk of South Carolina Court of Appeals
PO Box 11629
Columbia, SC 29211

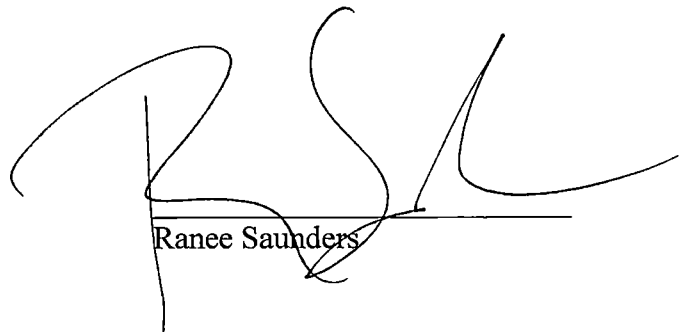
RECEIVED
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SC Court of Appeals

Re: *Snee Farm Lakes Homeowner's Association, Inc., Individually & on Behalf of Those Similarly Situated v. The Commissioners of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks*
Appellate Case No.: 2019-001482

Dear Ms. Kitchings:

I hope this finds you well. Enclosed for filing in the above-referenced matter, please find the original and seven (7) copies of Respondent's Motion to Dismiss and Proof of Service. Also enclosed, please find our firm's check in the amount of \$50.00 to cover the filing fee. Please file the original and return the extra clocked copy to our office in the enclosed, self-addressed, stamped envelope. By copy of this correspondence to counsel for the Appellant, we are serving them with the same.

With kind regards, I am



Ranee Saunders

Enclosures
cc: (via U.S. Mail)

James A. Bruorton, IV, Esq.
David G. Jennings, Esq.
Timothy J.W. Muller, Esq.
Rosen Hagood
151 Meeting St., Suite 400
Charleston, SC 29401

Gray T. Culbreath, Esq.
Amy L.B. Hill, Esq.
Janice Holmes, Esq.
Gallivan, White & Boyd, P.A.
Post Office Box 7368
Columbia, SC 29202

ATTORNEYS FOR THE APPELLANT



MCGOWAN, HOOD & FELDER, LLC
WWW.MCGOWANHOOD.COM
321 Wingo Way, Suite 103
Mt. Pleasant, SC 29464

RECEIVED
SEP 20 2019
SC Court of Appeals

The Honorable Jenny Kitchings
Clerk of South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	
	)	CASE NO.: 2018-CP-10-2764
Snee Farm Lakes Homeowner's)	
Association, Inc., individually and on)	
behalf of those similarly situated,)	
)	
Plaintiff,)	
)	
vs.)	
)	
The Commissioners of Public Works for the)	
Town of Mount Pleasant d/b/a Mount)	
Pleasant Waterworks,)	
)	
Defendant.)	
)	

MOTION TO AMEND CLASS DEFINITION AND TO APPROVE FORM OF NOTICE AND NOTICE PLAN

Plaintiff, by and through its undersigned counsel, hereby moves this Court to amend the Class definition and to approve its proposed form of notice of class certification and notice plan as described below.

I. Background

On June 14, 2019, this Court granted Plaintiff's motion for class certification pursuant to Rule 23, SCRCF, certifying the following Class:

All current and former MPW commercial customers who paid excessive BFC in excess of \$100, defined as a customer's average daily usage from January 1, 2014 (or any later date of service inception) to present being less than that customer's assigned REU.

Because the Class period "to present" does not provide a date on which Class membership can be finally determined, the parties have agreed to set December 31, 2019 as the end of the Class period.

Accordingly, Plaintiff moves to amend the Class definition as follows:

All current and former MPW commercial customers who paid

excessive BFC in excess of \$100, defined as a customer's average daily usage from January 1, 2014 (or any later date of service inception) to December 31, 2019 being less than that customer's assigned REU.

This is the same Class definition that appears in the proposed Amended Complaint filed with the Consent Motion to Amend the Complaint on August 28, 2020.

Defendant has produced customer data, through December 31, 2019, necessary to identify those customers that meet the proposed amended Class definition. Class counsel have analyzed the data and prepared a list of Class Members who should be sent notice of the class certification.

Class counsel and their agents, including Epiq Class Action & Claims Solutions, Inc. and its other divisions and subsidiaries, such as Hilsoft Notifications, will use the Class Member contact data Defendant produced only for the purpose of providing notice to Class Members, will maintain the confidentiality of the data for so long as the data are in their possession, and will not distribute the data to other persons. The parties will agree on the disposition of the data upon the conclusion of the action, but in no event shall the data be used for purposes other than providing notice to Class Members.

II. The Court Should Approve the Proposed Notice and Plan

Class counsel have consulted with Hilsoft Notifications¹ in crafting the notice plan attached as Exhibit A. Class counsel propose sending notice to each Class Member by mailing the proposed notice attached as Exhibit B to the last known address of each Class Member as determined from Defendant's records.² The notice explicitly advises the Class Members on

¹ Hilsoft specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans. Hilsoft is a business unit of Epiq Class Action & Claims Solutions, Inc.

² Defendant has reviewed the proposed notice and proposes the addition of the following text at the end of the first paragraph in the section titled "6. What does MPW say?": "While MPW believes that the assignment of the class members REUs is correct, if plaintiff is successful in its lawsuit the REUs assigned to the class members accounts will necessarily have to be reduced. This may result in those accounts having excess use charges in the future." Plaintiff believes this proposed addition is inaccurate and unnecessary.

how to exclude themselves from the Class by submitting the request for exclusion form attached as Exhibit C.

In addition to direct mailed notice, the notice plan includes the establishment of a dedicated website. The notice and request for exclusion form will be available on the website along with other pertinent case documents.

The notice period will extend 60 days from the date on which notice is mailed. Those Class Members who have not excluded themselves by requesting exclusion will be included in the Class and will be bound by the proceedings.

Plaintiff submits that the proposed notice and notice plan are comprehensive, meet all requirements of South Carolina law, and provide appropriate due process protection to all Class Members.

WHEREFORE, Plaintiff respectfully requests that this Court grant this motion and enter the proposed order amending the class definition and approving the notice and notice plan attached as Exhibit D.

Respectfully submitted,

s/ James L. Ward, Jr. _____

Clayton B. McCullough (SC Bar #13722)
Ross A. Appel (SC Bar #79149)
McCULLOUGH KHAN, LLC
359 King St., Ste. 200
Charleston, SC 29401
Telephone: 843.937.0400
Facsimile: 843.937.0706
clay@mklawsc.com
ross@mklawsc.com

James L. Ward, Jr. (SC Bar #13453)
Ranee Saunders (SC Bar #100073)
McGOWAN, HOOD & FELDER, LLC
321 Wingo Way, Suite 103
Mt. Pleasant, SC 29464
Telephone: 843.388.7202
Facsimile: 843.388.3194
jward@mcgowanhood.com
rsaunders@mcgowanhood.com

ATTORNEYS FOR PLAINTIFF AND THE CLASS

August 31, 2020
Mt. Pleasant, South Carolina

NOTICE PLAN

Snee Farm Lakes Homeowner's Association, Inc. v. The Commissioners of Public Works for the Town of Mount Pleasant, Case No. 2018-CP-10-2764

Hilsoft Notifications¹ (“Notice Administrator”) submits the following plan to notify class members of the certification of a litigation class (“Class” or “Class Member”) in the above-entitled action.

1. Class Member Data

Defendant has produced customer data necessary to identify those customers that meet the amended class definition. Class Counsel have analyzed the data and prepared a list of class members who should be sent notice of the class certification (the “Class Notice List”). The Notice Administrator will use the data provided by Defendant only for the purpose of providing notice of the certification of the Class. The Notice Administrator will not distribute the data or share the data with persons other than Class Counsel.

2. Direct Mail Notice

The principal means of notifying the Class shall be direct notice. As soon as practicable, but no later than 30 days after approval of this notice plan, the Notice Administrator shall prepare, print, and mail the court-approved notice (the “Notice”) to all Class Members on the Class Notice List. The Notice Administrator shall discharge its responsibility by mailing the Notice via United States Postal Service (“USPS”) first-class mail to each Class Member. The Notice shall provide information concerning the action and the Class Member’s right to request to be excluded from the Class.

Prior to mailing, all mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by the USPS. In addition, the addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses.

Any Notice returned to the Notice Administrator as non-delivered before the opt-out deadline shall be sent to the forwarding address affixed thereto via USPS first-class mail. If no forwarding address is provided, the Notice Administrator shall undertake additional public record research using ALLFIND, a third-party lookup service maintained by LexisNexis. If an alternative address is located, the Notice shall be sent to such address via USPS first-class mail.

3. Website

No later than 30 days after approval of this notice plan, the Notice Administrator shall launch an informational website to which Class Members will be directed in the Class Notice

¹ Hilsoft specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans. Hilsoft is a business unit of Epiq Class Action & Claims Solutions, Inc.

and on which relevant documents and information will be posted, including the Request for Exclusion (“opt-out”) form.

4. Requests for Exclusion

The Request for Exclusion form will be available on the informational website and by calling Class Counsel. All Requests for Exclusion must be returned to the Notice Administrator and post-marked no later than 60 days after the date on which Notice is mailed. The precise date will be included in the Notice and on the Request for Exclusion form.

Cameron R. Azari
Director, Legal Notice
Hilsoft Notifications
10300 SW Allen Blvd.
Beaverton, OR 97005
503-350-5800
caza@legalnotice.com

IN THE SOUTH CAROLINA COURT OF COMMON PLEAS

If you are a current or former commercial customer of Mount Pleasant Waterworks, a class action lawsuit may affect your rights.

A court authorized this notice. This is not a solicitation.

The lawsuit alleges the Commissioners of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks (“MPW”) charged some commercial customers excessive Basic Facility Charges (“BFC”). MPW denies all allegations of wrongdoing.

The current lawsuit affects all current and former MPW commercial customers who paid excessive BFC in excess of \$100, defined as a customer’s average daily usage from January 1, 2014 (or any later date of service inception) to December 31, 2019 being less than that customer’s assigned residential equivalent units (“REU”). Those included are “Class Members,” defined more fully in the answer to Question 8, below.

This notice is being provided to you in advance of a trial. MPW denies all allegations of wrongdoing, and no judge or jury has concluded that MPW did anything wrong. For this reason, there is no money available now, and there is no guarantee there ever will be. If you are a Class Member, however, you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS	
DO NOTHING	<p>Stay in this lawsuit. Await the outcome. Give up the right to sue separately.</p> <p>If you are a Class Member and do nothing, you may be entitled to money and/or benefits that may come from a trial or a settlement of the lawsuit. But you will never be able to sue MPW separately over the legal claims in this lawsuit and will be bound by any judgment.</p>
ASK TO BE EXCLUDED	<p>Get out of this lawsuit. Get no benefits from it if any are ultimately awarded. Keep the right to sue separately.</p> <p>If you ask to be excluded from the lawsuit and money or benefits are later awarded, you will not be eligible to share in that money or those benefits. But you will keep any rights to sue MPW separately over the legal claims in this lawsuit.</p>

- Your options are explained in this notice. To ask to be excluded, you must act before [the date 60 days after mailing].
- To prevail in the lawsuit, the Plaintiff must prove the claims against MPW at a trial. The trial has not been scheduled. If money or benefits are obtained from MPW, you will be notified if you must do anything to receive your share, if any.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATIONPAGE 2

1. Why was this notice issued?
2. What is a class action?

QUESTIONS? VISIT WWW.MPWCLASSACTION.COM OR CALL 1-855-917-3598

3. Is there any money available now?

WHAT THE LAWSUIT IS ABOUT PAGE 3

- 4. What is this lawsuit about and what does the Plaintiff claim?
- 5. What is the Plaintiff asking for?
- 6. What does MPW say?
- 7. Has the Court decided who is right?

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- 8. How do I know if I am part of this?

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- 9. What happens if I do nothing at all?
- 10. What happens if I exclude myself?
- 11. How do I request to be excluded?

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- 12. Do I have a lawyer in this case?
- 13. How will the lawyers be paid?
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- 15. How and when will the Court decide who is right?
- 16. Do I have to come to the trial?
- 17. Will I get money after the trial?

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BASIC INFORMATION

1. Why was this notice issued?

A Court has established, or “certified,” this case as a class action lawsuit against MPW.

If you are a Class Member, you have legal rights and options before the Court decides whether the claims being made on your behalf are correct. This notice explains all of these things.

The Honorable Roger M. Young, Sr., South Carolina Circuit Judge (the “Court”), is currently overseeing this case. The case is known as *Snee Farm Lakes Homeowner’s Association, Inc. v. The Commissioners of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks*, Case No. 2018-CP-10-2764 (S.C. Ct. Comm. Pleas). The party that sued is called the Plaintiff. The company the Plaintiff is suing is called the Defendant.

2. What is a class action?

In a class action, one or more people called “Class Representatives” (in this case, Snee Farm Lakes Homeowner’s Association, Inc.) sue on behalf of people who have similar claims. All these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

The Court decided that claims in this lawsuit can proceed as a class action.

QUESTIONS? VISIT WWW.MPWCLASSACTION.COM OR CALL 1-855-917-3598

3. Is there any money available now?

No. The Court has not decided whether MPW did anything wrong, or whether any Class Members are entitled to relief, so there is no money or other benefit available to the Class and no guarantee that there ever will be. If money or benefits become available, Class Members may have to take other steps, such as submitting a claim form, in order to get their shares. If so, you will be notified of any additional steps you must take. You can stay informed of the progress of this case by visiting www.mpwclassaction.com or by calling 1-855-917-3598.

WHAT THE LAWSUIT IS ABOUT**4. What is this lawsuit about and what does the Plaintiff claim?**

In the Class Action Complaint (the "Complaint"), the Plaintiff asserts against MPW common law claims arising in tort, contract, and equity related to MPW's collection of BFC. MPW charges its customers monthly BFC in addition to traditional volumetric rates based on meter readings. BFC are designed to recover fixed costs for providing services to its customers. BFC are calculated based on the number of REU assigned to each account. One REU is equal to 300 gallons per day, or roughly 9,000 gallons per month.

REUs are assigned prior to establishing service based on consumption demand assumptions. MPW then uses this same REU assignment to calculate each customer's monthly BFC by multiplying the number of assigned REU by the prevailing BFC. The Plaintiff alleges MPW has overcharged those customers whose actual use over time is less than the number of assigned REU. The Plaintiff also alleges that MPW has a duty to periodically adjust each customer's REU based on actual use. MPW denies these allegations.

5. What are the Plaintiffs asking for?

The Plaintiff is asking the Court to refund to the Plaintiff and the Class excessive BFC charged by MPW and to prohibit MPW from continuing to charge excessive BFC, together with the costs incurred pursuing the lawsuit and reasonable attorneys' fees, and such other and further relief as may be just and proper under the circumstances.

More information about the lawsuit is in the Complaint, which you may view at www.mpwclassaction.com.

6. What does MPW say?

MPW denies all of these allegations, maintains it did nothing wrong and/or illegal, and states that it is not obligated to pay any money to any Class Members. Specifically, MPW contends it does not have a duty to periodically adjust each customer's REU based on actual use.

More information about what MPW says is in its Answer to the Complaint, which you may view at www.mpwclassaction.com.

7. Has the Court decided who is right?

No. The Court has not decided whether the Plaintiff or MPW is right. The Plaintiff must prove its case at trial.

QUESTIONS? VISIT WWW.MPWCLASSACTION.COM OR CALL 1-855-917-3598

WHO IS IN THE CLASS

8. How do I know if I am part of this?

The Court has decided that everyone who fits the following description is a Class Member:

All current and former MPW commercial customers who paid excessive BFC in excess of \$100, defined as a customer's average daily usage from January 1, 2014 (or any later date of service inception) to December 31, 2019 being less than that customer's assigned REU.

You are receiving this notice because Plaintiff's review of MPW's records indicate you are a Class Member.

YOUR RIGHTS AND OPTIONS

If you are a Class Member, you must decide whether to stay in the Class or exclude yourself before a possible trial. You have to decide this no later than [the date 60 days after mailing].

9. What happens if I do nothing at all?

If you are a Class Member and do nothing, you will stay in the Class. If you stay in, you will be legally bound by all of the orders and judgments in this case, and if the Plaintiff obtains money or benefits, you may be entitled to a share. Regardless of the outcome of the lawsuit, however, if you do nothing, and thereby remain in the Class, you will never be able to sue (or continue to sue) MPW about the legal claims in this case.

10. What happens if I exclude myself?

If you exclude yourself from the Class and the Class obtains any money or benefits, you will not be eligible to claim any of that money or those benefits. You also will not be legally bound by any orders or judgments in this case. You will be able to sue (or continue to sue) MPW on your own about the legal claims involved in this case, now or in the future, assuming your claims are not time-barred or otherwise prohibited. (You should consult your own attorney to make such a determination.)

11. How do I request to be excluded?

To exclude yourself, you must submit the Request for Exclusion form available at www.mpwclassaction.com.

You must mail your Request for Exclusion postmarked by [the date 60 days after mailing] to:

Snee Farm Lakes v. MPW Exclusions
P.O. Box 3219
Portland, OR 97208-3219

THE LAWYERS REPRESENTING THE CLASS

12. Do I have a lawyer in this case?

Yes. The Court appointed McCullough Khan, LLC and McGowan Hood & Felder, LLC to represent you as "Class Counsel." You do not have to pay Class Counsel out of your own pocket. If you want to be represented by your own lawyer and have that lawyer appear in court for you in this case, you may hire one at your own expense.

QUESTIONS? VISIT WWW.MPWCLASSACTION.COM OR CALL 1-855-917-3598

13. How will the lawyers be paid?

If Class Counsel obtain money or benefits for the Class, they will ask the Court for fees and expenses. You will not have to pay these fees and expenses out of your own pocket. If the Court grants their request, the fees and expenses will either be deducted from any money obtained for the Class or paid separately by MPW.

14. May I get my own lawyer?

If you are in the Class, you are not required to hire your own lawyer because Class Counsel are working on your behalf. However, if you want your own lawyer, you may hire one at your own expense.

A TRIAL

15. How and when will the Court decide who is right?

If the case is not dismissed or settled, the Plaintiff will have to prove its claims at a trial. The trial has not been scheduled. You should check www.mpwclassaction.com for updates regarding the trial date. During the trial, the judge and/or jury will hear evidence in order to determine whether the Plaintiff or MPW is right about the claims in the lawsuit. There is no guarantee that the Plaintiff will win any money or benefits for the Class.

16. Do I have to come to the trial?

You will not need to attend the trial unless you choose to do so or you are asked to attend by the Court. You and/or your own lawyer are welcome to come at your own expense. If you are interested in attending, please check www.mpwclassaction.com or call 1-855-917-3598 and ask to be kept informed of the trial schedule.

17. Will I get money after the trial?

If the Plaintiff obtains money or benefits as a result of the trial, you will be notified if you must do anything to participate. We do not know how long this will take. Information will be posted at www.mpwclassaction.com as it becomes available. You can access the website whether you stay in the lawsuit or exclude yourself.

GETTING MORE INFORMATION

18. Are more details available?

Visit www.mpwclassaction.com, where you will find the Plaintiff's Complaint, MPW's Answer, and other information. You may also call 1-855-917-3598 or write to Snee Farm Lakes v. MPW Class Action, P.O. Box 3219, Portland, OR 97208-3219.

QUESTIONS? VISIT WWW.MPWCLASSACTION.COM OR CALL 1-855-917-3598

REQUEST FOR EXCLUSION FORM

Snee Farm Lakes Homeowner's Association, Inc. v. The Commissioners of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks, Case No. 2018-CP-10-2764 (S.C. Court of Common Pleas)

YOU MUST COMPLETE THIS FORM IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION.

By signing and returning this form, I confirm that I do not want to be included in the class action lawsuit referenced above.

I understand that by requesting exclusion, I will not participate in this lawsuit and will not be bound by any resolution, positive or negative, of this lawsuit.

By requesting exclusion, I understand that I retain the right to file my own individual lawsuit against the defendant named in the lawsuit.

By providing the following information, I affirm that I want to be excluded from this class:

Mount Pleasant Waterworks Customer Name

Current Address

Mount Pleasant Waterworks Service Address (if different than Current Address)

Telephone

E-Mail Address

Account Number (if known)

Sign Here

Date

To be effective as a request for exclusion, this form must be completed, signed, and sent by mail, postmarked no later than [the date 60 days after mailing], to the following address:

**Snee Farm Lakes v. MPW Exclusions
P.O. Box 3219
Portland, OR 97208-3219**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	
	)	CASE NO.: 2018-CP-10-2764
Snee Farm Lakes Homeowner's)	
Association, Inc., individually and on)	
behalf of those similarly situated,)	
)	
Plaintiff,)	
)	
vs.)	
)	
The Commissioners of Public Works for the)	
Town of Mount Pleasant d/b/a Mount)	
Pleasant Waterworks,)	
)	
Defendant.)	
)	

ORDER AMENDING CLASS DEFINITION AND APPROVING FORM OF NOTICE AND NOTICE PLAN

This matter is before the Court on Plaintiff's motion to amend the Class definition and to approve its proposed form of notice of class certification and notice plan. For the reasons set forth, the Court grants Plaintiff's motion.

On June 14, 2019, this Court granted Plaintiff's motion for class certification pursuant to Rule 23, SCRCP, certifying the following Class:

All current and former MPW commercial customers who paid excessive BFC in excess of \$100, defined as a customer's average daily usage from January 1, 2014 (or any later date of service inception) to present being less than that customer's assigned REU.

Because the Class period "to present" does not provide a date on which Class membership can be finally determined, the parties have agreed to set December 31, 2019 as the end of the Class period.

Accordingly, the Class definition is amended as follows:

All current and former MPW commercial customers who paid excessive BFC in excess of \$100, defined as a customer's average daily usage from January 1, 2014 (or any later date of service

inception) to December 31, 2019 being less than that customer's assigned REU.

All other aspects of the Court's June 14, 2019 Order granting Plaintiff's motion for class certification remain in effect.

To enable Class counsel to provide notice of class certification in accordance with this Order, Defendant has produced customer data necessary to identify those customers that meet the amended Class definition. Class counsel and their agents, including Epiq Class Action & Claims Solutions, Inc. and its other divisions and subsidiaries, such as Hilsoft Notifications, will use the Class Member contact data Defendant produced only for the purpose of providing notice to Class Members, will maintain the confidentiality of the data for so long as the data are in their possession, and will not distribute the data to other persons. The parties will agree on the disposition of the data upon the conclusion of the action, but in no event shall the data be used for purposes other than providing notice to Class Members.

The Court further orders notice be provided in the manner set forth in Plaintiff's motion. Specifically, Class counsel will send notice to each Class Member by mailing the notice to the last known address of each Class Member as determined from Defendant's records. In addition to providing direct mailed notice, Class counsel will establish a dedicated website on which the notice and other pertinent case documents will be available.

The notice period will extend 60 days from the date on which notice is mailed. The notice will explicitly advise the Class Members on how to exclude themselves from the Class by submitting the request for exclusion form. Those Class Members who have not excluded themselves by requesting exclusion will be included in the Class and will be bound by the proceedings.

IT IS SO ORDERED.

By: _____
Roger M. Young, Sr.
Circuit Court Judge

Charleston, South Carolina
_____, 2020

ELECTRONICALLY FILED - 2020 Aug 31 1:13 PM - CHARLESTON - COMMON PLEAS - CASE#2018CP1002764

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Snee Farm Lakes Homeowner’s)
 Association, Inc., individually and on)
 behalf of those similarly situated,)
)
 Plaintiff,)
)
 vs.)
)
 The Commissioners of Public Works for the)
 Town of Mount Pleasant d/b/a Mount)
 Pleasant Waterworks,)
)
 Defendant.)
 _____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2018-CP-10-2764

AMENDED SUMMONS

TO: THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your pleading to said Amended Complaint upon the subscribers at their offices at 359 King St., Suite 200, Charleston, South Carolina 29401, within 30 days after the service hereof, exclusive of the day of such service, and if you fail to answer the Amended Complaint within the time aforesaid, Plaintiff will apply to the Court for judgment by default for the relief demanded in the Amended Complaint.

[SIGNATURE PAGE TO FOLLOW]

s/Ross A. Appel
Clayton B. McCullough (SC Bar #13722)
Ross A. Appel (SC Bar #79149)
McCULLOUGH KHAN, LLC
359 King St., Ste. 200
Charleston, SC 29401
Telephone: 843.937.0400
Facsimile: 843.937.0706
clay@mklawsc.com
ross@mklawsc.com

James L. Ward, Jr. (SC Bar #13453)
Ranee Saunders (SC Bar #100073)
McGOWAN, HOOD & FELDER, LLC
321 Wingo Way, Suite 103
Mt. Pleasant, SC 29464
Telephone: 843.388.7202
Facsimile: 843.388.3194
jward@mcgowanhood.com
rsaunders@mcgowanhood.com

ATTORNEYS FOR PLAINTIFF

September 1, 2020
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Snee Farm Lakes Homeowner’s)
 Association, Inc., individually and on)
 behalf of those similarly situated,)
)
 Plaintiff,)
)
 vs.)
)
 The Commissioners of Public Works for the)
 Town of Mount Pleasant d/b/a Mount)
 Pleasant Waterworks,)
)
 Defendant.)
 _____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2018-CP-10-2764

AMENDED COMPLAINT

Jury Trial Demanded

TO: THE ABOVE-NAMED DEFENDANT:

The above-named Plaintiff, individually and on behalf of those similarly situated, complaining of the above-named Defendant alleges and states as follows:

STATEMENT OF THE PARTIES

1. Plaintiff Snee Farm Lakes Homeowner’s Association, Inc. (“Plaintiff”) is a non-profit homeowners’ association formed pursuant to South Carolina law. Among other things, Plaintiff owns, manages, and maintains the common elements established pursuant to Snee Farm Lakes’ restrictive covenants on file with the Charleston County RMC Office.

2. Defendant the Commissioners of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks (“MPW”) is a municipal water and sewer authority established pursuant to ordinance of the Town of Mount Pleasant, South Carolina and state law. MPW provides water and wastewater services to businesses and residents in Mount Pleasant, South Carolina. MPW is a local governing body and/or a governmental entity under South Carolina law.

JURISDICTION AND VENUE

3. Plaintiff and members of the plaintiff class have standing to bring their claims pursuant to South Carolina law.

4. Plaintiff has been a MPW customer since its formation in 1982 and is a MPW commercial customer as of this filing.

5. Jurisdiction and venue are proper in this Court pursuant to South Carolina law.

NATURE OF THE ACTION

6. This case involves Plaintiff’s refund claim for excessive Basic Facility Charges (“BFC”) charged by MPW to its commercial customers in MPW’s service area.

FACTUAL ALLEGATIONS

7. Pursuant to contract and South Carolina law, MPW charges its commercial customers, including Plaintiff, monthly BFC in addition to traditional water and sewer fees based on metered (volumetric) usage. According to MPW’s Cost Recovery Policy, BFC are designed to recover “fixed costs” for providing services to its customers including, but not limited to, Renewal and Replacement (“R&R”) debt service, capital costs, operating and maintenance costs, and general administrative costs.

8. BFC are calculated based on the number of Residential Equivalent Units (“REU”) assigned to each account. One REU is equal to 300 gallons per day. Therefore, an account assigned one REU is estimated to use approximately 9,000 gallons per month.

9. The REU assigned to each customer is calculated prior to establishing service or upon a customer’s change in use. It is based on engineering formula and assumptions designed

and administered by MPW. The customer pays MPW a one-time “impact fee”¹ based on the initial REU assignment. Thereafter on a monthly basis, each customer pays a BFC calculated based on its REU assignment.

10. Plaintiff and similarly situated MPW commercial customers actually use far less water and wastewater on an ongoing monthly basis than their assigned REU, resulting in customers paying (and MPW unlawfully collecting) excessive BFC (hereafter “excessive BFC”).

11. For example, MPW assigned Plaintiff 148 REU, or approximately 1,332,000 gallons per month. Plaintiff’s actual monthly consumption going back years was almost always much less than 1,332,000 gallons per month. Each month Plaintiff’s usage fell below 1,332,000 gallons, it was forced to pay excessive BFC because the BFC assumed 1,332,000 gallons were being used, which was almost always never the case. Thus, Plaintiff has been overcharged thousands of dollars going back years.

12. Despite this discrepancy and at all times knowing or having the means to know of Plaintiff’s actual monthly usage relative to its REU assignment, MPW charged excessive BFC to Plaintiff and the plaintiff class. MPW never adjusted Plaintiffs’ or other customers’ REU assignment.

13. Plaintiff and the plaintiff class have been financially damaged by MPW’s collection of excessive BFC.

14. Access to water and sewer services is a fundamental necessity to human health, sanitation, and welfare as recognized by South Carolina law.

¹ According to MPW, impact fees are charges assessed against new development to recover major capital costs associated with expanding water and wastewater service facilities, including but not limited to: water treatment plants, storage facilities, pumps and distribution mains, wastewater collection, transmission, storage and treatment facilities, and other capital equipment.

15. Plaintiff and the plaintiff class had no choice but to pay excessive BFC for years or risk service interruption or disconnection.

16. MPW provides no formal administrative process for resolving the excessive BFC collections at issue in this case. Specifically, MPW's policy expressly prohibits refunds for past BFC overcharges under all circumstances.

17. MPW is a highly regulated governmental utility, which enjoys a monopoly in its service area.

CLASS ACTION ALLEGATIONS

18. Pursuant to Rule 23, SCRPC, Plaintiff brings this action on behalf of itself and the plaintiff class, initially defined as:

All current and former MPW commercial customers who paid excessive BFC in excess of \$100, defined as a customer's average daily usage from January 1, 2014 (or any later date of service inception) to December 31, 2019 being less than that customer's assigned REU.

Excluded from the plaintiff class are:

- a. Defendant, its legal representatives, elected officials, officers, directors, assigns, and successors;
- b. The judge, magistrate, and any special master to whom this case is assigned, and any member of their immediate families; and
- c. To the extent the class certification order permits exclusion, all account holders that timely submit proper requests for exclusion from the plaintiff class.

19. Upon information and belief, the plaintiff class consists of several hundred or thousands of MPW commercial account holders, making individual joinder impracticable, in satisfaction of Rule 23(a)(1), SCRPC. The disposition of the claims of the class members in a single class action will provide substantial benefits to all parties and to the Court.

20. There are questions of law and fact common to Plaintiff and the class, thereby satisfying Rule 23(a)(2), SCRCPP. These questions include, but are not limited to, the following:

- a. Whether, under the facts and circumstances of this case, state law prohibits MPW from imposing and collecting excessive BFC.
- b. Whether Plaintiff and the class members have suffered financial damages and MPW owes refunds associated with its imposing and collecting excessive BFC.

21. Resolution of these common questions in a single action will eliminate the risk of inconsistent and varying adjudications, and it will allow class members to present their claims efficiently and share the costs of litigation, experts, and discovery.

22. Plaintiff's claims are typical of the claims of the members of the class, thereby satisfying Rule 23(a)(3), SCRCPP. Plaintiff's claims arise from the same nucleus of operative facts and are intended to correct and prevent the same improper conduct that has impinged identically upon Plaintiff and members of the class.

23. Plaintiff will fairly and adequately represent and protect the interests of the class as required by Rule 23(a)(4), SCRCPP. Plaintiff is a business located within MPW's service area that for years unwittingly paid excessive BFC. Plaintiff and its counsel are committed to vigorously prosecuting this action on behalf of the plaintiff class, and they have the financial resources and intellectual wherewithal to do so. Neither Plaintiff nor its counsel have any interests adverse to those of the plaintiff class.

24. Plaintiff and the class members have each suffered damages that exceed \$100.00 per person as required by Rule 23(a)(5), SCRCPP.

FOR A FIRST CAUSE OF ACTION
DECLARATORY JUDGMENT

25. Plaintiff and the plaintiff class repeat and reallege all of the allegations contained

in the previous paragraphs as if they were repeated verbatim herein.

26. For the purpose of determining a question of actual controversy between the parties, Plaintiff and the plaintiff class seek a declaration of their rights pursuant to section 15-53-30 of the South Carolina Code.

27. Under section 15-53-30, a party whose rights, status, or other legal relations are affected by contract, state statute, municipal ordinance, or other instrument may have those rights determined by a declaratory judgment.

28. Plaintiff and the plaintiff class are MPW commercial customers that for years unwittingly paid excessive BFC because their assigned REU accounted for more than their actual average monthly usage.

29. Plaintiff and the plaintiff class are entitled to refunds, with interest, for the excessive BFC unlawfully collected by MPW.

30. Plaintiff and the plaintiff class thus seek a declaration of rights under South Carolina law, specifically the following declarations:

- a. Under the facts and circumstances of this case, state law prohibits MPW from imposing and collecting excessive BFC during the class period.
- b. Plaintiff and the class members have suffered financial damages and MPW owes refunds associated with its imposing and collecting excessive BFC during the class period.

31. BFC paid by Plaintiff and the plaintiff class, as outlined above, violate South Carolina constitutional, statutory, municipal, and case law as follows: (1) they are not paid in return for a particular government service or program made available to the payer that benefits the payer in some manner different from the members of the general public not paying the fee; (2) they are neither just nor reasonable; (3) they violate the used and useful doctrine; (4) they constitute an unconstitutional and unlawful tax; and (5) they constitute an unconstitutional and unlawful fee to

include, but not be limited to, user fee and impact fee.

32. Plaintiff and the class hereby request a declaratory judgment from this Court regarding the aforementioned matters.

FOR A SECOND CAUSE OF ACTION
BREACH OF CONTRACT

33. Plaintiff and the plaintiff class repeat and reallege all of the allegations contained in the previous paragraphs as if they were repeated verbatim herein.

34. Plaintiff and each member of the plaintiff class pays for and receives municipal water and wastewater services from MPW pursuant to contract.

35. MPW breached its contracts with Plaintiff and the plaintiff class by, among other things, charging excessive BFC and maintaining and expending these funds for improper purposes in violation of South Carolina law.

36. MPW further breached its implied contractual obligations to Plaintiff and the plaintiff class by charging excessive BFC and maintaining and expending these funds in violation of South Carolina law.

37. MPW further breached its covenant of good faith and fair dealing with Plaintiff and the plaintiff class by charging excessive BFC and maintaining and expending these funds in violation of South Carolina law.

38. To the extent MPW's contracts with Plaintiff and the plaintiff class called for the payment of excessive BFC, these contractual provisions should be struck as unconstitutional, violative of South Carolina law, unconscionable, and contrary to public policy.

39. Plaintiff and the plaintiff class have been damaged because of these breaches.

40. Plaintiff and the plaintiff class seek a judgment against MPW for actual, special, consequential, and other available damages plus pre-judgment and post-judgment interest

associated with the excessive BFC unlawfully collected by MPW.

FOR A THIRD CAUSE OF ACTION
CONVERSION

41. Plaintiff and the plaintiff class repeat and reallege all of the allegations contained in the previous paragraphs as if they were repeated verbatim herein.

42. Plaintiff and the plaintiff class have a constitutionally protected property interest in their money.

43. MPW wrongfully appropriated money belonging to the Plaintiff and the plaintiff class in the form of excessive BFC in violation of South Carolina law.

44. Each excessive BFC collection constitutes a separate “occurrence” under the South Carolina Tort Claims Act.

45. Plaintiff and the plaintiff class seek a judgment against MPW for actual, special, consequential, and other available damages plus pre-judgment and post-judgment interest associated with the excessive BFC unlawfully collected by MPW.

FOR A FOURTH CAUSE OF ACTION
UNJUST ENRICHMENT / MONEY HAD AND RECEIVED

46. Plaintiff and the plaintiff class repeat and reallege all of the allegations contained in the previous paragraphs as if they were repeated verbatim herein.

47. Plaintiff and the plaintiff class conferred a non-gratuitous benefit on MPW in the form of excessive BFC.

48. MPW realized value from said benefit.

49. It would be inequitable for MPW to retain the benefit without paying Plaintiff and the plaintiff class for it.

50. “Equity follows the law.” MPW charged excessive BFC and expended these funds

in violation of South Carolina law. Therefore, regardless of the circumstances surrounding these collections or what MPW did with these funds, it is inequitable for MPW to retain excessive BFC charged and collected. Simply put, governmental entities, including municipal utilities, should not be allowed under any circumstances to impose, collect, and spend wrongful, excessive, and unreasonable fees.

51. Plaintiff and the plaintiff class seek a judgment against MPW for the fair value of the benefit wrongfully conferred by Plaintiff and the plaintiff class on MPW, namely the excessive BFC.

FOR A FIRTH CAUSE OF ACTION
CONSTRUCTIVE TRUST

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

53. The circumstances under which MPW acquired from Plaintiff and the plaintiff class the excessive BFC at issue in this case make it inequitable that they should be retained by MPW.

54. The constructive trust further arises from MPW's violation of its legal obligations to Plaintiff and the plaintiff class arising under South Carolina law, the contracts at issue in this case, and other authorities.

55. Plaintiff and the plaintiff class seek an order from this Court declaring the excessive BFC unlawfully collected by MPW to be a constructive trust for the benefit of Plaintiff and the plaintiff class. The establishment of said constructive trust shall be for the payment of the damages sought by Plaintiff and the plaintiff class in this case.

JURY TRIAL DEMAND AND PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of itself and all others similarly situated, demands a jury trial and prays that the Court enter judgment against MPW and award the following relief:

- a. Certification of the proposed class under Rule 23, SCRCP.;
- b. Appointment of Plaintiff as class representative;
- c. Appointment of the undersigned attorneys as class counsel;
- d. Granting the declaratory judgment requests as to the matters set forth above;
- e. Granting Plaintiff and each class member a judgment for all damages allowed by law and equity during the class period;
- f. Granting the undersigned attorneys a reasonable attorneys' fees and costs;
- g. Ordering the establishment of a "common fund" out of which the aforementioned damages and attorneys' fees shall be paid; and
- h. Such other and further judiciary determinations and relief as may be appropriate in this proceeding.

Respectfully submitted,

s/Ross A. Appel
Clayton B. McCullough (SC Bar #13722)
Ross A. Appel (SC Bar #79149)
McCULLOUGH KHAN, LLC
359 King St., Ste. 200
Charleston, SC 29401
Telephone: 843.937.0400
Facsimile: 843.937.0706
clay@mklawsc.com
ross@mklawsc.com

James L. Ward, Jr. (SC Bar #13453)
Ranee Saunders (SC Bar #100073)
McGOWAN, HOOD & FELDER, LLC
321 Wingo Way, Suite 103
Mt. Pleasant, SC 29464
Telephone: 843.388.7202
Facsimile: 843.388.3194
jward@mcgowanhood.com
rsaunders@mcgowanhood.com

ATTORNEYS FOR PLAINTIFF

September 1, 2020
Charleston, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
IN THE NINTH JUDICIAL CIRCUIT

Civil Action No.: 2018-CP-10-2764

Snee Farm Lakes Homeowner's Association,
Inc., individually and on Behalf of those
Similarly Situated,

Plaintiff,

vs.

The Commissioners of Public Works for the
Town of Mount Pleasant d/b/a Mount Pleasant
Waterworks,

Defendant.

**DEFENDANT THE COMMISSIONERS OF
PUBLIC WORKS FOR THE TOWN OF
MOUNT PLEASAT d/b/a MOUNT
PLEASANT WATERWORKS' ANSWER
AND COUNTERCLAIMS IN RESPONSE
TO PLAINTIFF'S
AMENDED COMPLAINT
(Jury Trial Demanded)**

The Defendant, The Commissioners of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks answers the Amended Complaint of the Plaintiff and alleges counterclaims as follows:

1. Except as expressly admitted herein, each and every allegation of the Plaintiff's Complaint is denied.
2. Answering the allegations of Paragraph 1, insomuch of Paragraph 1 as alleges or may be construed to allege that Plaintiff owns and maintains the common elements established pursuant to Snee Farms restrictive covenants on file with the Charleston County RMC office. The remaining allegations of Plaintiff's Complaint are denied and strict proof thereof is demanded.
3. Admits the allegations of Paragraph 2.
4. Denies the allegations of Paragraph 3 and demands strict proof thereof.

5. Admits the allegations of Paragraph 4.

6. Admits the allegations of Paragraph 5.

7. The allegations of Paragraph 6 are a characterization of the Plaintiff's claims and do not require a response. However, to the extent that Plaintiff contemplates a response to Paragraph 6 the allegations of Paragraph 6 are denied and strict proof thereof is demanded.

8. Answering Paragraph 7, MPW craves reference to its costs recovery policy and denies any inconsistency therewith.

9. In answering Paragraph 8, MPW craves reference to its published policies and denies any inconsistency therewith.

10. Answering the allegations of Paragraph 9, MPW craves reference to its published policies and denies any inconsistency therewith. Further answering the allegations of Paragraph 9, MPW would show that the REU assignment for the Plaintiff was the product of the Plaintiff's own engineering company requesting that number of REUs.

11. Denies the allegations of Paragraph 10 and demands strict proof thereof.

12. Denies the allegations of Paragraph 11 and demands strict proof thereof.

13. Denies the allegations of Paragraph 12 and demands strict proof thereof.

14. Denies the allegations of Paragraph 13 and demands strict proof thereof.

15. Admits the allegations of Paragraph 14.

16. Denies the allegations of Paragraph 15 and demands strict proof thereof.

17. Denies the allegations of Paragraph 16 and demands strict proof thereof.

18. Answering the allegations of Paragraph 17, MPW admits that it is a regulated governmental utility. The remaining allegations of Paragraph 17 are denied and strict proof thereof is demanded.

19. Answering the allegations of Paragraph 18, MPW admits that Plaintiff purports to bring this as a class action but denies that this case is appropriate for class treatment or that the elements of Rule 23 have been met. All other allegations of Paragraph 18 are specifically denied and strict proof thereof is demanded.

20. Answering the allegations of Paragraph 19, MPW admits that the Plaintiff class consists of several hundred commercial account holders but denies the remaining allegations of Paragraph 19 and demands strict proof thereof.

21. Denies the allegations of Paragraph 20 and demands strict proof thereof.

22. Denies the allegations of Paragraph 21 and demands strict proof thereof.

23. Denies the allegations of Paragraph 22 and demands strict proof thereof.

24. Denies the allegations of Paragraph 23 and demands strict proof thereof.

25. Denies the allegations of Paragraph 24 and demands strict proof thereof.

26. Answering the allegations of Paragraph 25, MPW restates its responses to allegations 1 through 24 of the Complaint.

27. The allegations of Paragraphs 26 and 27 call for a legal conclusion and accordingly do not require a response from MPW. However, to the extent Plaintiff contemplates a response to Paragraphs 26 and 27, the allegations of Paragraphs 26 and 27 are denied and strict proof thereof is demanded.

28. Answering the allegations of Paragraph 28, MPW would show that Plaintiff selected the REUs assigned to it and accordingly the allegations of Paragraph 28 are denied and strict proof thereof is demanded. Further, Plaintiff knew or should have known its water usage and REU assignment based on its bills and other published MPW policies and rates.

29. The allegations of Paragraph 29 are denied and strict proof thereof is demanded.

30. The allegations of Paragraphs 30 and 31 call for a legal conclusion and accordingly require no response from MPW. However, to the extent that Plaintiff contemplates a response to Paragraphs 30 and 31 the allegations of those paragraphs are denied and strict proof thereof is demanded.

31. Denies the allegations of Paragraph 32 and demands strict proof thereof.

32. Answering the allegations of Paragraph 33, MPW restates its responses to Paragraphs 1 through 32 of the Amended Complaint.

33. Admits the allegations of Paragraph 34.

34. Denies the allegations of Paragraph 35 and demands strict proof thereof.

35. Denies the allegations of Paragraph 36 and demands strict proof thereof.

36. Denies the allegations of Paragraph 37 and demands strict proof thereof.

37. Denies the allegations of Paragraph 38 and demands strict proof thereof.

38. Denies the allegations of Paragraph 39 and demands strict proof thereof.

39. Denies the allegations of Paragraph 40 and demands strict proof thereof.

40. Answering the allegations of Paragraph 41, MPW restates its responses to allegations 1 through 40 of Plaintiff's Amended Complaint.

41. The allegations of Paragraph 42 call for a legal conclusion and accordingly do not require a response from MPW. To the extent that Plaintiff contemplates a response to Paragraph 42, the allegations of Paragraph 42 are denied and strict proof thereof is demanded.

42. Denies the allegations of Paragraph 43 and demands strict proof thereof.

43. Denies the allegations of Paragraph 44 and demands strict proof thereof.

44. Denies the allegations of Paragraph 45 and demands strict proof thereof.

45. Answering the allegations of Paragraph 46, MPW restates its responses to Paragraphs 1 through 45 of the Plaintiff's Amended Complaint.

46. Denies the allegations of Paragraph 47 and demands strict proof thereof.

47. Denies the allegations of Paragraph 48 and demands strict proof thereof.

48. Denies the allegations of Paragraph 49 and demands strict proof thereof.

49. Denies the allegations of Paragraph 50 and demands strict proof thereof.

50. Denies the allegations of Paragraph 51 and demands strict proof thereof.

51. Answering the allegations of Paragraph 52, MPW restates its responses to Paragraphs 1 through 51 of the Plaintiff's Amended Complaint.

52. Denies the allegations of Paragraph 53 and demands strict proof thereof.

53. Denies the allegations of Paragraph 54 and demands strict proof thereof.

54. Denies the allegations of Paragraph 55 and demands strict proof thereof.

FOR A SECOND DEFENSE

55. The Plaintiff's claims are barred by the doctrine of estoppel.

FOR A THIRD DEFENSE

56. The Plaintiff's claims are barred by the doctrine of consent.

FOR A FOURTH DEFENSE

57. The Plaintiff's claims are barred by the doctrine of authorization.

FOR A FIFTH DEFENSE

58. The Plaintiff's claims are barred in whole or in part by its failure to mitigate damages.

FOR A SIXTH DEFENSE

59. Plaintiff's claims are barred in whole or in part by the doctrine of waiver.

FOR A SEVENTH DEFENSE

60. Plaintiff's claims are barred in whole or in part by the doctrine of laches.

FOR AN EIGHTH DEFENSE

61. Plaintiff's claims are barred in whole or in part by the applicable statute of limitations.

FOR A NINTH DEFENSE

62. Plaintiff's claims are barred by the economic loss rule.

FOR A TENTH DEFENSE AND CERTAIN PUNITIVE DAMAGES DEFENSE

63. Defendant denies Plaintiff's claim for punitive damages.

64. Defendant asserts entitlement to all benefits, privileges, protections and limitation on any punitive damages award under the South Carolina Fairness in Civil Justice Act of 2011, as codified in S.C. Code Ann. Section 15-32-510, 15-32-520, 15-32-530, and 15-32-540, including, but not limited to, the caps found in S.C. Code Ann. Section 15-32-530(A) and (B).

65. An award of punitive damages under South Carolina law violates the Fifth, Sixth, and Fourteenth Amendments of the United States Constitution, and Article 1, Section 3 of the South Carolina Constitution in that:

- a) The judiciary's ability to correct a punitive damage award only upon a finding of passion prejudice or caprice is inconsistent with due process guarantees;
- b) Any award of punitive damages serving a compensatory function is inconsistent with due process guarantees;
- c) Any award of punitive damages based upon the wealth of a defendant violates due process guarantees;

d) The juror's unfettered power to award punitive damages in any amount it chooses is wholly devoid of meaningful standards and is inconsistent with due process guarantees;

e) Even if it could be argued that the standard governing the imposition of punitive damages exists, the standard is void for vagueness; and

f) Plaintiffs' claims for punitive damages violate the equal protection clause of the Fourteenth Amendment of the United States Constitution and Article I, Section 3 of the South Carolina Constitution in that the amount of punitive damages is based upon the wealth of the Defendants.

FOR AN ELEVENTH DEFENSE

66. Plaintiff's claims are barred because MPW's policies and calculations for basis facility charges conform to industry standards and are acceptable practices among municipalities providing similar services and products.

FOR A TWELTH DEFENSE

67. Plaintiff's claims are barred or reduced by the beneficial use doctrine.

FOR A THIRTEENTH DEFENSE

68. Plaintiff Snee Farms Lakes lacks adequate standing to serve at the class representative.

FOR A FOURTEENTH DEFENSE

69. Plaintiff's claims for conversation are barred or limited in value by the South Carolina Tort Claims Act, S.C. Code §15-78-60(4) & (5).

FOR A FIFTEENTH DEFENSE

70. Plaintiff's claims are barred and should be dismissed because MPW has:

- (a) A statutory right to enact all necessary ordinances, rules, policies and regulations consistent with the law for establishment, construction, maintenance, operation, protection, use, control in repairing of system pursuant to Title 5 of the South Carolina Code of Laws;
- (b) A statutory right to enact its service fees pursuant to Article 3 and Article 9 of the South Carolina Code of Laws;
- (c) Enacted assessed residential equivalent units per the South Carolina Department of Health and Environmental Control (SCDHEC) unit flow of the contributory guidelines;
- (d) Charge rates in accordance with its budget resolutions establishing customer charges which are presented for public comment and approved in open session each year; and
- (e) A constitutional right to charge reasonable rates and is afforded the opportunity to recover its expenses.

FOR A SIXTEENTH DEFENSE

71. The Plaintiff's claims are preempted by South Carolina law.

FOR A SEVENTEENTH DEFENSE

72. The Plaintiff's claims are barred by the voluntary payment doctrine.

FOR AN EIGHTEENTH DEFENSE

73. The Plaintiff's claims are barred because Plaintiff failed to add a necessary party by not including the owner of the property who owns and has control over the number of assigned REUs for a particular piece of property.

FOR A NINETEENTH DEFENSE AND BY WAY OF COUNTERCLAIM

74. MPW restates its responses to all preceding paragraphs of Plaintiffs' Amended Complaint and asserts the following counterclaims pursuant to Rule 13 of the South Carolina Rules of Civil Procedure against Plaintiff/Counterclaim Defendant Snee Farm Lakes Homeowners Association, Inc., individually and on behalf of those similarly situated.

PARTIES AND JURISDICTION

75. MPW is a municipal water and sewer authority established pursuant to ordinance of the Town of Mount Pleasant, South Carolina and South Carolina state law. MPW provides water and wastewater services to businesses and residents of Mount Pleasant, South Carolina. MPW is a local governing body and governmental entity under South Carolina law.

76. Plaintiff Snee Farm Lakes Homeowner's Association is a non-profit homeowner's association formed pursuant to South Carolina law. Snee Farm Lakes is a commercial customer of MPW and has been named class representative by an order of this court.

77. For the purpose of determining a question of an actual controversy between the parties, MPW seeks a declaration of its rights pursuant to §15-53-30 of the South Carolina Code.

FACTUAL BACKGROUND FOR COUNTERCLAIM

78. MPW provides water and wastewater services to Snee Farm Lakes and other commercial customers in Mount Pleasant, South Carolina.

79. Snee Farm Lakes is a commercial customer of MPW having been established in 1982.

80. As a part of Snee Farm establishing water service with MPW, it had to select and set a certain number of residential equivalent units (REUs) to be allocated to the property.

81. The REUs are multiplied against the basic facility charges to establish the customer's billed amount.

82. In establishing the number of REUs for a property, MPW looks to the South Carolina Department of Health and Environmental Control (SCDHEC) unit contributory loadings, actual consumption records from other like facilities and information provided by the customer's engineer calculating anticipated usage.

83. In the case of Snee Farm Lakes, its engineer helped select 148 units as attached as **Exhibit A** to this counterclaim. The BFC is a capacity charge, not a usage charge, meaning that capacity is reserved.

84. REUs create the maximum number of gallons a customer can use on a monthly basis before being subject to excessive use charges, which are far greater than the BFC.

85. In Plaintiff's lawsuit, it seeks a refund of what it believes are excess REUs. It does not seek to reduce those excess REUs thereby leaving the potential for another set of customers to later sue MPW for the same claim.

86. As a result, MPW seeks a declaratory judgment from the court that in the event Plaintiff is successful, MPW must reduce the assigned REUs to the commercial accounts to the numbers determined by Plaintiff.

87. Once REUs are reduced, additional impact fees must be paid to increase the REUs or back BFC can be paid, whichever is less.

88. Those impact fees are required to be paid at the current impact fee rate versus the impact fee rate from when the account was established.

FOR A FIRST COUNTERCLAIM

(Declaratory Judgment)

89. MPW repeats and realleges all of the allegations contained in the previous paragraphs as is set forth fully herein verbatim.

90. For the purposes of determining a question of actual controversy between the parties, MPW seeks a declaration of its rights pursuant to §15-53-30 of the South Carolina Code.

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

92. Plaintiff alleges that it is entitled to refunds for excessive BFC created by excessive REUs. MPW thus seeks a declaration of its rights under South Carolina law, specifically the following declaration:

- (a) Under the facts and circumstances of this case, if Plaintiff prevails, that MPW be required to reduce customers' REUs to the amount claimed by Plaintiff; and
- (b) That customers be given notice of the potential for reduction of their REUs as a part of the class notice issued by Plaintiff.

93. This declaration is necessary because if Plaintiff prevails but there is no corresponding reduction of REUs, then MPW is placed in the position of potentially being sued again for the same alleged conduct which it denies is wrongful but nevertheless could be found liable for in perpetuity.

94. MPW hereby requests a declaratory judgment from this court regarding the matters set forth above.

95. Wherefore, having fully answered Plaintiff's Amended Complaint, having asserted these affirmative defenses and having asserted the declaratory judgment counterclaim, MPW respectfully prays that the court enter an order granting the following relief:

- (a) That Plaintiff's Amended Complaint be dismissed with prejudice or alternatively, judgment awarded in MPW's favor;
- (b) That Plaintiff's class be decertified; and
- (c) And such other and further relief as the court deems just and proper.

Respectfully submitted,

By: s/Gray T. Culbreath

Gray C. Culbreath, SC Bar #11907
Amy L.B. Hill, SC Bar #68541
Jessica W. Laffitte, SC Bar #100256
Gallivan White & Boyd, PA
PO Box 7368
Columbia, SC 29202
(803) 779-1833
gculbreath@gwblawfirm.com
ahill@gwblawfirm.com
jlaffitte@gwblawfirm.com

And

David G. Jennings, SC Bar #2986
James A. Bruorton IV, SC Bar #71300
Timothy J.W. Muller, SC Bar #74601
ROSEN, ROSEN & HAGOOD, LLC
151 Meeting Street, Suite 400
P.O. Box 893
Charleston, SC 29402
djennings@rosenhagood.com
cbuorton@rosenhagood.com
tmuller@rosenhagood.com
(843) 577-6726

ATTORNEYS FOR DEFENDANT

September 15, 2020
Charleston, South Carolina

EXHIBIT A

MOUNT PLEASANT WATERWORKS AND SEWER COMMISSION

Commissioners

Charles H. Hindman, Chairman
Robert S. Bell, Jr.
Charles E. Montgomery

P. O. Box 336
Mount Pleasant, S. C. 29464

Area Code 803
Phone: 884-9626

Manager

Ronald E. Bycroft

MEMO OF RECORD

BY: Ronald E. Bycroft, Manager

DATE: February 24, 1982

RE: Snee Farm Lakes
Horizontal Property Regime

The following information received and/or given this date in meeting with Woody Smith, RAC Enterprises:

Plans and specifications were submitted to this Commission for approval for 148 units on 14.34 acres.

Developers: RAC Enterprises
Contractor: Wayner Parker, Superior Utilities (Water/Sewer lines)
Engineer: E. M. Seabrook, Jr., Inc.

Water Tap Fee: \$3,000.00 for 1 - 6" meter; no water agreement required
Sewer Tap Fee: \$ 125.00 per unit; sewer agreement required
Permit Fee: \$ 5.00 per unit

A Guideline Agreement is required with 2% Guideline money submitted with agreement.

Sewer Impact Fee: Total hydraulic loading requirement is 44,400 gpd, 7,173 gallons free s= 37,227 gallons x 1.05 = \$39,088.35 (Impact Fee)
We have agreed to allow this Sewer Impact Fee to be paid in four equal payments as follows: When the water tap fee and initial sewer tap fees are paid the first payment of \$9,772.08 is required. The remaining three payments will be made at quarterly intervals from that date.

We have agreed to allow the sewer laterals on the units which have three units to be allowed to tie-in one lateral. The remainder will be no more than two units per lateral. (2 units per lateral; units 1 - 76) (3 units per lateral on 6 buildings--1120, 1130, 1140, 1141, 1151, 1161).

sm

cc: Mr. Woody Smith
c/o RAC Enterprises

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

Snee Farm Lakes Homeowner’s
Association, Inc., Individually and on Behalf
of those Similarly Situated,

Civil Action No.: 2018-CP-10-2764

Plaintiff,

**DEFEDANT’S RESPONSE TO
PLAINTIFF’S MOTION TO APPROVE
THE CLASS FORM NOTICE**

vs.

The Commissioners of Public Works for the
Town of Mount Pleasant d/b/a Mount
Pleasant Waterworks,

Defendant.

Defendant The Commissioners of Public Works for the Town of Mount Pleasant D/B/A Mount Pleasant Waterworks (“Defendant”), by and through the undersigned counsel, hereby responds to Plaintiff’s Motion to Amend Class Definition and to Approve Form of Notice and Notice Plan as follows¹:

Defendant takes issue with the class notice because it fails to meet the requirements set forth in South Carolina Rules of Civil Procedure Rule 23(d). Specifically, by failing to notify potential class members that they may necessarily have their REUs reduced as a result of the class action, the proposed notices fails to “protect the interests of absent persons who may be bound by the judgment....” Defendants appeal to the Court to “impose such terms as shall fairly

¹ Defendant is only responding to the portion of the Motion seeking approval of the form of class notice. As Defendant has consented to the amended complaint including the new class definition, and the class definition matches the definition previously certified as a class, Defendant does not object to the new class definition as proposed. However, Defendant’s position should not be considered as a waiver by Defendant to object in the future to the certification of this class or to raise issues in summary judgment or at trial that point out the deficiencies of the class as defined in Plaintiff’s Motion. If the Court decides to re-evaluate the certification of this class, Defendant will raise objections to the certification as Defendant maintains its position that the class as defined by the Plaintiff is not proper for a class action.

and adequately protect the interest of the persons on whose behalf the action is brought or defended.” SC Rules of Civil Procedure Rule 23 (d).

In this instance, it is misleading to fail to alert potential class members that if they remain in the class, they face the potential of having the REUs associated with their property reduced. The Basic Facility Charge (“BFC”), of which Plaintiff complains, is calculated based on the Residential Equivalent Units (“REUs”) reserved for a particular piece of property based on information and reports provided by customers to Defendant describing the use for the property. Plaintiff alleges that “pursuant to contract and South Carolina law, [Defendant] charges its commercial customers, including Plaintiff, monthly BFC in addition to traditional water and sewer fees based on metered (volumetric) usage.” See Amended Complaint ¶ 7. The BFC is designed to recover fixed costs for providing services to its customers, including, but not limited to, Renewal and Replacement debt service, capital costs, operating and maintenance costs, and general administrative costs. *Id.* The basis of Plaintiff’s complaint is that “Plaintiff and similarly situated...commercial customers actually use far less water and wastewater on an ongoing monthly basis than their assigned REU, resulting in customers paying (and [Defendant] unlawfully collecting) excessive BFC.” See Amended Complaint ¶ 10. Plaintiff alleges that despite Defendant “at all times knowing or having the means to know of Plaintiff’s actual monthly usage relative to its REU assignment, MPW charged excessive BFC to Plaintiff and plaintiff class.” See Amended Complaint ¶ 12. Plaintiff complains that “[Defendant] never adjusted Plaintiff’s or other [commercial] customer’s REU assignment.” See Amended Complaint ¶ 12.

Thus, the crux of Plaintiff’s complaint is that Plaintiff and plaintiff class members were damaged when Defendant failed to adjust, or reduce, Plaintiff’s REUs based on Plaintiff’s actual

water usage. So, based on Plaintiff's own, recently-filed allegations, Plaintiff acknowledges that a necessary part of this litigation is reducing Plaintiff and the plaintiff class members' REUs. What Plaintiff has failed to acknowledge is that for a variety of reasons, Plaintiff and some of the similarly situated commercial customers have chosen **not** to reduce their REUs.² Commercial customers have always had the ability to reduce their REUs and some have over the years. However, Plaintiff has never sought to reduce its REUs.

In February 2018, Defendant sent a letter to some of its commercial customers bringing to the customer's attention that their reserved REUs exceeded their water usage and letting them know that, "if [the commercial customer] does not plan on increasing [their] gallons used per month in the future, [Defendant] has policies in place that allow a customer to lower their assigned REUs." See Letter to Snee Farm Lakes, HOA dated February 2, 2018 attached hereto as **Exhibit A**. Yet, many commercial customers who received this letter took no action and instead chose to keep their reserved REU number at the same amount. In fact, to this day, Plaintiff has not sought to reduce its REUs even though it was specifically alerted by Defendant over two years ago that it had unused reserved REUs, choosing instead to file this lawsuit without ever seeking an adjustment.

As described in the affidavit of Jason Ward, some commercial customers have very valid reasons for maintaining unused REUs assigned to a particular piece of property. See Jason Ward's Affidavit dated May 29, 2019 and attached hereto as **Exhibit B**. Mr. Ward, who is an officer for Landmark Enterprises, Inc., notes Landmark's economic decision to pay for available REUs it was not using rather than to risk paying for impact fees that will increase in future years.

² One part of Defendant's defense in this case is that the customers could at any time unilaterally reduce the REUs reserved for their particular piece of property. In fact, many customers have made such a reduction. Oddly, Plaintiff, even after being notified of unused REUs on its account, has never attempted to reduce its reserved REUs.

Id. Additionally, Mr. Ward noted that having the availability of additional capacity via additional REUs ultimately makes Landmark's commercial property more valuable for future marketability. Id.

There are likely other commercial customers, like Landmark who do not want to reduce their REUs for a variety of business and economic reasons. These customers deserve to know that there is a possibility that if the commercial customer decides to remain in the class rather than opt out, there is a chance the commercial customer's REUs will be reduced. To fail to include this information in the class notice does not meet the fairness standard required by Rule 23 and could arguably violate the potential class member's due process as they will be bound by the outcome of this litigation.

For this reason, Defendant requests that the Court direct the Plaintiff to include in the class notice information that makes potential class members aware that by continuing in the class and not opting out, they risk the possibility that their reserved REUs will be reduced.

Respectfully submitted,

By: s/Gray T. Culbreath

Gray C. Culbreath, SC Bar #11907
Amy L.B. Hill, SC Bar #68541
Jessica W. Laffitte, SC Bar #100256
Gallivan White & Boyd, PA
PO Box 7368
Columbia, SC 29202
(803) 779-1833
gculbreath@gwblawfirm.com
ahill@gwblawfirm.com
jlaffitte@gwblawfirm.com

And

David G. Jennings, SC Bar #2986
James A. Bruorton IV, SC Bar #71300
Timothy J.W. Muller, SC Bar #74601
ROSEN, ROSEN & HAGOOD, LLC
151 Meeting Street, Suite 400
P.O. Box 893
Charleston, SC 29402
djennings@rosenhagood.com
cbruorton@rosenhagood.com
tmuller@rosenhagood.com
(843) 577-6726

ATTORNEYS FOR DEFENDANT

September 15, 2020
Charleston, South Carolina

EXHIBIT A

Elected

Rick M. Crosby, Chair
Susan I. Mellichamp, Vice-Chair
H. Mac Jenkinson, Secretary-Treasurer
Diane D. Lauritsen, Ph.D.
John W. Burn



Ex-Officio

Will Haynie, Mayor
Joe Bustos, Chair
Water Supply Committee, Town Council

Clay Duffie, **General Manager**

**Snee Farm Lakes HOA
1130 Hidden Cove DR
Mount Pleasant, SC 29464**

February 2, 2018

RE: Account #00040158-00353890, Residential Equivalent Unit Audit

Dear Snee Farm Lakes HOA,

Mount Pleasant Waterworks (MPW) is currently conducting an audit to compare the number of allocated Residential Equivalent Units (REUs) with the number of REUs each commercial customer is using. An REU is an equivalent assignment of capacity in gallons per day. An audit of your account has revealed that you are underutilizing your assigned REUs or assigned capacity. You may want to consider lowering your assigned REUs which will result in lower monthly Basic Facility Charges (BFC). Below is detailed information regarding your account and your options.

A Residential Equivalent Unit (REU) is a unit of measurement used to calculate the amount of water/wastewater a customer uses. One REU is equal to 300 gallons per day (GPD). The proposed water and wastewater demand is divided by 300 GPD to calculate the REU allocation. In many cases, the allocated REUs to an account is determined based upon anticipated use data provided by the customer's own design team. This allocation tells Mount Pleasant Waterworks how much capacity must be available for our customers to use each day.

Our records show that your assigned REUs exceed the gallons you are using. You are currently paying Basic Facility Charges for each REU assigned to your account. If you do not plan to increase your gallons used per month in the future, MPW has policies in place that allow a customer to lower their assigned REUs.

You have the following options:

- **Make no changes and keep the REUs originally assigned to your account.**
- **Lower your assigned REUs to the monthly average of your highest quarter.**

Average Consumption

Your average monthly consumption for your highest quarter is 697,383 gallons. You may want to lower to 76 REUs which are more closely aligned to your usage. Keeping in mind that if you lower your REUs and exceed the new allocated number of gallons you will pay excessive use charges. In addition, if you are planning to increase your usage in the future you may want to keep enough assigned REUs to meet your anticipated future demand.

COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF
MOUNT PLEASANT
1619 Rifle Range Road + Post Office Box 330 + Mount Pleasant, South Carolina 29465-0330 + Phone 843-884-9626 + FAX 843-849-2227 +

MPW-02271



Basic Facility Charges per month

You are currently paying \$3,418.80 per month in Basic Facility Charges. Lowering your REUs to the average month of your highest quarter would lower your monthly Basic Facility Charges to \$1,755.60 per month.

To decrease your capacity allocation to 76 REUs

Please visit our website to fill out the Reduction of Residential Equivalent Unit Form and submit it by email. Please complete this action within two weeks of receiving this notification.

Steps:

- visit mountpleasantwaterworks.com
- click on the Customers tab at the top of the page
- Look for the section titled Customer Service Forms
- Click on the *Reduction of Residential Equivalent Unit Form*
- Fill out the form and submit via email.
- Once we receive your form and make the change to your account you will receive a confirmation email from Account Management confirming this change (this process may take up to one week).

The next opportunity to lower your REUs will occur in March of 2019. All future requests for reduction of REUs must be received in writing (by form submittal) by MPW prior to March 15th each year. Should the request for reduction be approved, the effective date of the reduction shall be July 1st of the year the request was submitted.

MPW Policy 5.3.3

MPW's Policy 5.3.3- Impact Fee Management can be found on our website. It explains in detail the management of Impact Fees and REUs.


If you reduced the number of REUs or if the REUs have lapsed you may adjust active REUs once per year to a number that does not exceed the REUs originally assigned to the property. To add any reduced or lapsed REUs back to the property, impact fees or back BFCs must be paid at MPW's current rate in accordance with Policy 5.3.2 (whichever is less).

We are here to help

If you would like to meet to discuss your account options or we can provide you additional information please email Kelly Rourk Account Management Supervisor at kellyrourk@mpwonline.com.

Sincerely,

MOUNT PLEASANT WATERWORKS



MPW-02272

5/22/2019

Snee Farm Lakes Letter.docx

Nicole Bates
Customer Services Manager

ELECTRONICALLY FILED - 2020 Sep 15 2:28 PM - CHARLESTON - COMMON PLEAS - CASE#2018CP1002764

MPW-02273

EXHIBIT B

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

Snee Farm Lakes Homeowner's
Association, Inc., Individually and on
Behalf of those Similarly Situated,

CIVIL ACTION NO. 2018-CP-10-2764

Plaintiff,

AFFIDAVIT OF JASON WARD

v.

The Commission of Public Works for the
Town of Mount Pleasant d/b/a Mount
Pleasant Waterworks,

Defendant.

FILED
2019 MAY 30 AM 9:17
JULIE J. ARMSTRONG
CLERK OF COURT

PERSONALLY APPEARED before me Jason Ward, who being first duly sworn,

deposes and says as follows:

1. I, Jason Ward, am over the age of eighteen (18) and am fully competent to testify as to the matters stated in this affidavit.
2. I am an officer of Landmark Enterprises, Inc. which is a commercial customer of Mount Pleasant Waterworks.
3. As a part of Landmark's business as a real estate developer, we have pre-purchased wastewater capacity for our properties.
4. In order to make property more valuable for development or sale, Landmark has maintained reserve capacity for future development. This was done fully understanding Landmark did not need wastewater capacity or REUs at the time. Instead the intent as communicated to MPW was to pay for those unused REUs until the property was developed.


5. Landmark made the decision it was more economical to pay for available reserve capacity/BFCs monthly for a number of years instead of having to pay impact fees at current rates.

6. Additionally, Landmark chose to transfer capacity between its properties as the properties were sold to match the capacity the new owner requested. MPW was then requested by Landmark to allocate the wastewater capacity/REUs accordingly.

7. Landmark knowingly sought extensions from MPW and paid BFC charges to keep reserved capacity on its property until development was complete and/or the property had been sold. This was a conscious decision by Landmark to proceed in this manner in order to avoid paying impact fees at the rates applicable to the date of development versus the day of purchase in the 1980s.

8. Landmark made a business decision to purchase excess REUs in furtherance of its business interests. Additional capacity via REUs ultimately makes commercial property more valuable for future marketability.

FURTHER AFFIANT SAYETH NAUGHT.


Jason Ward
Vice President

SWORN to before me this

29th day of May, 2019



Notary Public for the State of South Carolina

My Commission Expires: 3/30/28



STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Snee Farm Lakes Homeowner's
Association, Inc., Individually and on Behalf
of those Similarly Situated,

Plaintiff,

v.

The Commission of Public Works for the
Town of Mount Pleasant d/b/a Mount
Pleasant Waterworks,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CIVIL ACTION NO. 2018-CP-10-2764

**DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT**

**TO: CLAYTON B. MCCULLOUGH AND ROSS A. APPEL, ATTORNEYS FOR
PLAINTIFF SNEE FARM LAKES HOMEOWNER'S ASSOCIATION, INC. AND
JAMIE A. KAHN, AS MEMBERS OF MCCULLOUGH KHAN, LLC:**

PLEASE TAKE NOTICE that Defendant The Commission of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks ("MPW"), by and through undersigned counsel, will move before the presiding Judge of Charleston County Court of Common Pleas, on the tenth day of service thereof, or as soon thereafter as this matter can be heard by the Court, for an Order granting Defendant Summary Judgment and dismissing the allegations against Defendant pursuant to Rule 56 of the South Carolina Rules of Civil Procedure.

On September 1, 2020, Plaintiff filed an Amended Summons and Complaint against Defendant alleging five different causes of action. The causes of action include 1) Declaratory Judgment, 2) Breach of Contract, 3) Conversion, 4) Unjust Enrichment/Money Had and Received, and 5) Constructive Trust. By way of background, Plaintiff's claims all involve MPW's Basic Facility Charge ("BFC"), which is a portion of every customer's water bill.

In order to have a reliable and dependable source of revenue, MPW includes a BFC along with a volumetric charge in its monthly bills. BFCs (or similarly named charges) are customary in the industry to allow utilities to have a stable source of revenue for fixed costs of providing services when volumetric charges vary based on the customer's changes in water usage. In order to achieve this purpose, BFCs are specifically not tied directly to volumetric water use. For instance, some water utilities base their BFC charges on the size of the water meter or water pipe for a particular building. In those instances, the BFC remains the same each month regardless of whether any water flows through the water meter. Rather, the BFC is calculated simply because a certain size water meter was installed for a particular piece of property.

In this case, MPW bases its BFC on the number of Residential Equivalency Units ("REUs") assigned to a particular piece of property. REUs allow for a capacity assignment for commercial property pro rata to a single family residential unit, which is the base for the capacity assignment. In other words, one REU is equivalent to estimated water usage for a single residence. MPW assigns REUs based on a property owner's description of the water and wastewater capacity needed to serve their development now or in the future, which is the standard practice in the industry. For instance, a property that will be used as a hotel will likely have a greater number of REUs or capacity assigned versus a piece of property that will be used as office space. As the REU assignment is a water capacity reservation of sorts and maintains that the water and wastewater capacity assigned is available when needed, MPW determined some years ago to base its BFC charge on the REUs assigned to the property, as a fair way to recover a portion of the cost to maintain capacity for the many different customers.

Because REUs have been assigned to properties in Mount Pleasant for a number of decades at different times and based on assumptions and proposed property uses that may have

changed over time, there are instances where the REUs assigned to a particular piece of property reflect a greater water capacity reservation than the actual water use of the property. MPW customers (with the agreement of the property owners if the customer is a tenant) have always been able to apply to reduce the REUs assigned to their property, which if reduced, will in turn reduce the customer's BFC monthly charge. Over the years, there are some commercial customers who have reduced assigned REUs in this manner.

In fact, in February 2018, MPW sent a letter to a number of its commercial customers alerting them that their actual water use was significantly less than the REUs assigned to the property ("the 2018 Letter"). The 2018 Letter suggested that the recipients reduce their REU assignment to a proposed number. The 2018 Letter was sent to 288 commercial customers. Approximately 80 recipients responded to the 2018 Letter and reduced their REUs. Very few of the 80 recipients reduced their REU as low as the number suggested by MPW. There are at least some commercial property owners who do not want to give up REUs believing they may need them for future development. Further, if water/wastewater use exceeds the allotted REUs, the customer will incur excess volumetric charges. Plaintiff has never attempted to reduce its assigned REUs, even upon receipt of the 2018 Letter. Rather, Plaintiff, shortly after receiving the 2018 Letter, initiated this lawsuit without even contacting MPW to discuss the matter. In fact as of the filing of this Motion, Plaintiff has never reduced its REUs.

For the reasons set forth below, Plaintiff's entire complaint should be dismissed in total:

A. MPW's billing practices do not violate any state law.

The essence of each of the causes of action against MPW relies on the allegation that MPW is required to base the BFC charge on actual volumetric water/wastewater usage than

some other measurement and that MPW is required to periodically and unilaterally reduce (or increase) its commercial customer's REUs to reflect the volumetric usage. However, Plaintiff is unable to cite to any statute or case law that bars MPW from setting rates in this manner. For instance, South Carolina Code § 5-31-670 entitled "Furnishing Water for Compensation; Sewerage Charge" requires only that water is furnished to "persons for reasonable compensation and charge a minimum and reasonable sewerage charge for maintenance or construction of such sewerage system...." Additionally, South Carolina Code § 5-31-250 grants MPW's commissioners the authority to establish rates and fees for the use of water in Mount Pleasant. As will be shown to the Court, MPW's BFC rate system based on REUs is reasonable. It is arguably more reasonable than the more widely used method of calculating BFC based on the size of a customer's water meter, which was touted by Plaintiff's expert witness Bryan A. Mantz. MPW's rate system does not violate any laws or regulations. For this reason, Defendant should be granted summary judgment as to Plaintiff's declaratory judgment cause of action as well as all other causes of action.

B. Plaintiff cannot point to any specific contract terms that MPW breached.

Plaintiff alleged that MPW breached its contract with Plaintiff. However, Plaintiff has been unable to point to a particular document as establishing the contract or describe the terms of the contract allegedly breached. Without the ability to establish the terms of the alleged contract, Plaintiff's breach of contract cause of action should be dismissed in favor of MPW.

C. Plaintiff's claims are barred by the voluntary payment doctrine.

Snee Farm and other class members voluntarily paid their water bill to MPW and the voluntary payment doctrine bars any recovery of those payments. In South Carolina, "[i]t is

well-settled law that money voluntarily paid with full knowledge of all material facts and without any fraud, duress, or extortion cannot be recovered, although there was no legal obligation to make such payment.” *Shockley v. Wickliffe*, 148 S.E. 476, 477 (S.C. 1929) (citing *Hardaway v. S. Ry.*, 73 S.E. 1020, 1025 (S.C. 1912)). All class members water bills included the number of REUs assigned to the particular account as well as the number of gallons used for each particular billing cycle. Thus all class members were aware of all material facts and yet voluntarily paid their bill without questioning the same. Certainly after receiving the 2018 Letter, class member recipients were well aware of unused REUs assigned to their account, yet many, ***including Plaintiff***, made no effort to reduce their REU assignments. Finally, Plaintiffs have made no allegations of fraud, duress or extortion that might impact the application of the voluntary payment doctrine. Plaintiff’s claims must be dismissed pursuant to the voluntary payment doctrine defense.

D. Plaintiff’s claims for conversion and for money had and received is barred by the South Carolina Tort Claims Act, S.C. Code Ann. § 15-78-60 (4) &(5), among others.

Plaintiff’s claims are barred by the South Carolina Tort Claims Act because MPW cannot be held liable for the losses or damages incurred resulting from the adoption or enforcement of any law, whether it is valid or invalid, including any ordinance, resolution, regulation or written policies. The rates that are the subject of Plaintiff’s causes of action were passed in accordance with the enforcement of South Carolina law giving MPW the power to set and collect rates for water and wastewater service. For this reason, even if MPW’s rates are invalid, Plaintiff cannot recover alleged damages as a result of such rates.

E. Plaintiff’s claims are barred by the doctrine of waiver.

MPW Policies 5.3.2 and 5.3.3 allow customers to request to reduce their assigned REUs at any time so long as the customer has the permission of the property owner if the customer is not also the property owner. However, Plaintiff never made such a request and thus has waived its right to claim any damages regarding unused or excessive REUs assigned to Plaintiff's property.

F. Plaintiff's causes of action should be dismissed due to Plaintiff's failure to mitigate damages.

An injured party has a duty to make all reasonable efforts to minimize the damages incurred and cannot recover damages that could have been avoided by reasonable care and diligence. *Hughes v. Oconee County*, S.C. 2007 WL 8392131 (Ct.App. 2007) citing *Newman v. Brown*, 228 S.C. 472, 480, 90 S.E.2d 649, 653 (1955), *Currie v. Davis*, 130 S.C. 408, 422, 126 S.E.119, 124 (1923). In this instance, Plaintiff was aware or should have been aware that it could reduce its REUs and thus reduce its BFC in a manner closer aligned with Plaintiff's volumetric water use. However, Plaintiff made no attempts to do so. Thus, Plaintiff's claims for damages must be dismissed for Plaintiff's failure to mitigate damages.

G. Even if Plaintiff's causes of action can proceed, Plaintiff's alleged damages are barred by the applicable statute of limitations.

Even assuming Plaintiff could proceed despite Defendant's arguments in favor of Summary Judgment above, Plaintiff knew or should have known that it had unused REUs assigned to its account. Plaintiff always had the ability to request a reduction in the number of REUs assigned to its account based on MPW Policy 5.3.2 and 5.3.3. Plaintiff's claims of damages earlier than the applicable statute of limitations should be barred from this action.

Summary Judgment shall be granted “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Rule 56(c), SCRPC. “The nonmoving party must come forward with specific facts showing there is a genuine issue for trial.” *Id.* at 198, 659 S.E.2d at 203.

There are no questions of fact regarding the above issues. Rather, a review of the facts viewed in the light most favorable for Plaintiff indicates that the applicable law dictates Plaintiff’s claims must be dismissed in total. For these reasons, Defendant respectfully asks this Court to dismiss Plaintiff’s complaint.

This Motion is based upon the pleadings, applicable statutory and case law as well as a memorandum in support and possible affidavits, which will be filed by MPW in a timely fashion prior to the hearing on this Motion.

Respectfully submitted,

By: s/Amy L.B. Hill

Gray C. Culbreath, SC Bar #11907

Amy L.B. Hill, SC Bar #68541

Eleanor L. Jones, SC Bar #104678

Gallivan White & Boyd, PA

PO Box 7368

Columbia, SC 29202

(803) 779-1833

gculbreath@gwblawfirm.com

ahill@gwblawfirm.com

ejones@gwblawfirm.com

-And-

David G. Jennings, SC Bar #2986

James A. Bruorton IV, SC Bar #71300

Timothy J.W. Muller, SC Bar #74601

ROSEN, ROSEN & HAGOOD, LLC

151 Meeting Street, Suite 400

P.O. Box 893

Charleston, SC 29402

djennings@rosenhagood.com

cbruorton@rosenhagood.com
tmuller@rosenhagood.com
(843) 577-6726

ATTORNEYS FOR DEFENDANT

March 9, 2021

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	
	)	CASE NO.: 2018-CP-10-2764
Snee Farm Lakes Homeowner’s Association, Inc., individually and on behalf of those similarly situated,)	
)	
	)	PLAINTIFF’S MEMORANDUM OF
	)	LAW IN OPPOSITION TO
	)	DEFENDANT’S MOTION FOR
	)	SUMMARY JUDGMENT
)	
Plaintiff,)	
)	
v.)	
)	
The Commissioners of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks,)	
)	
)	
Defendant.)	

Plaintiff Snee Farm Lakes Homeowner’s Association, Inc., individually and on behalf of those similarly situated (“Plaintiff”), hereby files and serves its Memorandum of Law in Opposition to Defendant The Commissioners of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks’ (“MPW”) Motion for Summary Judgment.

In support of this Memorandum, several exhibits are filed herewith and incorporated by reference. Following this Memorandum’s signature page is an Exhibit List depicting these exhibits.

I. Background/Introduction

This class action involves a refund claim for excessive Basic Facility Charges (“BFC”) charged by MPW to its commercial customers in MPW’s service area. MPW is a municipal water and sewer authority established pursuant to ordinance of the Town of Mount Pleasant, South Carolina and state law. It is a government entity that enjoys a monopoly in its area for providing water and sewer services. Unlike investor-owned utilities, MPW’s rates are not regulated by the

Public Service Commission. Instead, MPW's rates are set by elected commissioners with no independent, third-party review.

Plaintiff is a non-profit homeowners' association that owns, manages, and maintains the common elements articulated in its restrictive covenants.¹ The Class is defined as:

All current and former MPW commercial customers who paid excessive BFC in excess of \$100, defined as a customer's average daily usage from January 1, 2014 (or any later date of service inception) to December 31, 2019 being less than that customer's assigned REU.

Plaintiff and the Class obtain water and wastewater services through MPW, and MPW charges them rates comprised of BFC and their metered (volumetric) usage. According to MPW's Cost Recovery Policy, BFC are designed to recover "fixed costs"² for providing services to its customers including, but not limited to, Renewal and Replacement ("R&R") debt service, capital costs, operating and maintenance costs, and general administrative costs. MPW calculates the BFC it charges according to the number of Residential Equivalent Units ("REU")³ assigned to each account. A customer's initial REU determination is assessed based on an engineering formula and capacity assumptions made at the inception of service. The customer pays MPW a one-time

¹ Ex. A, Plaintiff's Master Deed and By-Laws. Snee Farm Lakes has a single water meter. The individual unit owners are neither separately metered nor MPW customers. The HOA is MPW's customer.

² "Water and wastewater Basic Facility Charges will recover an amount equal to or greater than the sum of the annual Renewal and Replacement (R&R) debt service expense, a portion of the capital expenditures for the system, a portion of operation and maintenance costs, and a portion of general administrative costs. The Commission incurs fixed costs for providing services to its customers including, but not limited to, Renewal and Replacement (R&R) debt service, capital costs, operating and maintenance costs, and general administrative costs. The BFC is a charge for the reservation of capacity based on the total active REUs assigned to a property. To ensure the purchased capacity remains available, all BFCs must be paid." Ex. B, MPW Cost Recovery Policy (2019), Policy 7.2, pp. 4-5.

³ One REU is equal to 300 gallons per day, so an account assigned one REU is estimated to use approximately 9,000 gallons per month.

impact fee⁴ based on this initial REU assignment to purchase capacity. A commercial customer who changes its use and requires more capacity can also pay additional impact fees to increase its capacity reservation. MPW uses this REU assignment from the impact fee stage to calculate the customer's monthly BFC.

Plaintiff and the Class use significantly less water and wastewater than their assigned REU and therefore pay (and MPW unlawfully collects) excessive BFC. By way of example, current BFC rates for customers located in the Town are \$8.40/REU for water and \$16.70/REU for sewer. In 1982, MPW assigned Plaintiff 148 REU (approximately 1,332,000 gallons per month); therefore, Plaintiff's current BFC for water is \$1,243.20 per month, and its BFC for sewer is \$2,471.60 per month, for a total BFC of \$3,714.80 per month. Every month Plaintiff's usage fell below 1,332,000 gallons, it necessarily paid excessive BFC, a practice that has gone on for years and resulted in thousands of dollars in overcharges.

And these overpayments have been well-known to MPW for years. In 2014, MPW hired consultants to determine "updated water and wastewater [REUs] for utility planning and rate making purposes."⁵ In the course of this inquiry, the data MPW provided for the analysis showed that 40% of the REU capacity it was charging its commercial customers was consistently unused for the past seven years.⁶ More specifically, "approximately 700 commercial customers used less

⁴ "Impact fees are charges assessed against new development to recover part of the capital costs of expanding the water and wastewater infrastructure to serve them. Considered as a capital-recovery charge, impact fees allow recovery of the capital costs of developing the new service directly from the customers who will benefit from the service." Ex. B at Policy 8.1, p. 8. "Impact fees will recover major capital costs associated with expanding water and wastewater service facilities, including but not limited to water treatment plants, storage facilities, pumps and distribution mains, wastewater collection, transmission, storage and treatment facilities, and other capital equipment." *Id.* Current impact fee rates are \$2,295.00/REU for water and \$5,164.00/REU for sewer.

⁵ Ex. C, Raftelis Engagement Letter & CDM Smith Mem., MPW-09232.

⁶ Ex. D, Dep. of Sheryl Smith, pp. 30:5-24, 55:6-10; Ex. C at MPW-09235.

than their allocated REUs in 2013 and approximately 90 customers used more than their allocated REUs in 2013.”⁷

However, instead of informing the larger number of commercial customers like Plaintiff and the Class that they were paying to cover significantly more of MPW’s fixed costs than their actual use should equitably allow (the losers), MPW only contacted the smaller number of commercial customers who had been *exceeding* their allocated REU and paying less than their usage should have required (the winners).⁸ MPW reached out to these “undersized” customers, the very same customers identified in the 2014 report,⁹ to recommend they purchase additional impact fees to bring their REU count more in line with actual use.

However, in 2014, a commercial customer who was changing use from a restaurant to a spa discovered that although it had been using only four REU for years, MPW had been charging it for fifteen REU.¹⁰ Understandably upset at this overcharge never being corrected, the customer demanded a refund of the overpayment.¹¹ MPW *agreed* and refunded the excess BFC collected over the previous decade.¹² Concerned that word might get out, MPW finally audited the accounts for the purpose of identifying commercial customers using less than their assigned REU, and in 2018 they notified those customers, including Plaintiff.¹³ According to MPW’s letter, Plaintiff’s “average monthly consumption for your highest quarter is 697,383 gallons,” which equates to 76

⁷ Ex. C at MPW-09235.

⁸ Ex. E, 2015 Audit & Communications Plan, MPW-08483 & Ex. F, 2015 Audit Results, MPW(CONFIDENTIAL)-07910.

⁹ Ex. Z, Dep. of Clay Duffie, p. 94:12-17.

¹⁰ Ex. G, Settlement Agr. & Associated Materials, MPW(CONFIDENTIAL)-09538.

¹¹ *Id.* at MPW(CONFIDENTIAL)-09534.

¹² *Id.* at MPW(CONFIDENTIAL)-09534 & -09507–08.

¹³ Ex. H, MPW Letter to Snee Farm Lakes HOA.

REU – far less than the 148 REU assigned to Plaintiff’s account since 1982.¹⁴ *Id.* MPW’s 2018 audit identified hundreds of commercial customers similarly paying excess BFC for years. *See* Ex. J, Commercial Customer Residential Equivalent Unit (REU) Communication Plan, MPW-09137 (“A recent audit of commercial accounts revealed that a portion of customers had more REUs assigned to their account than they were using in their highest quarter of the year.”).¹⁵

Rather than simply adjust commercial customers’ REU and refund them for years of overcharges, MPW placed the onus on customers to petition for a REU reduction. As discussed in more detail below, MPW’s REU adjustment policy requires customers to surrender REU capacity purchased through impact fees (capacity assets, according to MPW¹⁶) in order to be charged BFC consistent with actual use history. Otherwise, customers will continue to pay BFC based on pre-use assumptions proven to be inaccurate (sometimes wildly inaccurate) compared to actual use records MPW possesses. This adjustment policy, and the dilemma it foists on customers, is core to Plaintiff’s and the Class’ challenges to MPW’s rate structure.

II. Procedural Background

On June 1, 2018, Plaintiff filed the current action against MPW to obtain refunds for previously paid excessive and unlawful BFC, and on July 5, 2018, MPW moved to dismiss. A

¹⁴ Plaintiff disputes MPW’s “highest quarterly average” approach for ascertaining what constitutes proper REU sizing. Per the certified Class definition and Plaintiff’s expert Bryan Mantz’s analysis, the proper analytical approach is “average daily use” during the Class period. Docs in Supp. Ex. Y, Bryan Mantz Draft Opinion. This is the approach MPW takes when it calculates REU at the impact fee stage. Ex. I, MPW Impact Fee Handbook. Moreover, the REU concept pertains to average daily flow – not any “peaking” concept. According to Mr. Mantz, Plaintiff’s average daily usage during the class period correlates to 72 REU as opposed to 76 REU as stated in MPW’s letter.

¹⁵ *See also* Ex. K, 2018 Audit (All Commercial Customers), MPW-09652; Ex. L, 2018 Audit (REU Adjustment Spreadsheet), MPW-CONFIDENTIAL-07160; Ex. M, 2018 Audit (Oversized Accounts and REU Reductions), MPW-CONFIDENTIAL-07140.

¹⁶ Ex. Z, Dep. of Clay Duffie, p. 69:20-22 (“Well, the capacity, Ross, is assigned to the property, so it is an asset that is assigned to the property.”)

hearing was held before the Honorable Jennifer McCoy September 27, 2018, who denied MPW's motion in a Form 4 order November 30, 2018.

Plaintiff subsequently moved for class certification on January 24, 2019. After a hearing on May 31, 2019 before the Honorable Bentley Price, Judge Price granted Plaintiff's motion by order dated June 14, 2019. MPW moved to alter or amend the order granting class certification, which Judge Price denied by order August 27, 2019 after conducting the hearing the previous day. MPW then filed a notice of appeal of Judge Price's order granting class certification. Plaintiff moved to dismiss the appeal as interlocutory, which the Court of Appeals granted December 5, 2019.

The case was designated as complex and assigned to the Honorable Roger Young April 9, 2020. Plaintiff filed an Amended Complaint September 1, 2020, which revised the class definition, and moved to have the revised class definition and the class Notice Plan approved. Judge Young approved the revised class definition and Notice Plan September 17, 2020. Class Notice was sent to 526 Class members beginning in October 2020.¹⁷ Class members were given the opportunity to request exclusion from the Class ("opt out"), but none chose to do so.

Judge Young ordered the parties to mediation, and a session was convened November 12, 2020 with former Chief Justice of the Supreme Court of South Carolina Costa M. Pleicones. The case did not settle, but the parties made progress at the mediation. Chief Justice Pleicones agreed to keep the mediation open, and, as of this filing, no ADR report declaring an impasse has been

¹⁷ Class counsel worked with Epiq Class Action & Claims Solutions, Inc. to effectuate notice. On September 22, 2020, Epiq received one data file from Class counsel, which contained 724 records. Epiq rolled up the data and combined exact name and addresses, which resulted in 526 total Class member records. Of the 724 data records, 526 Class member records had a physical mailing address and were sent notice via direct mail. Decl. of Cameron R. Azari, Esq. on Implementation & Adequacy of Notice Plan (filed February 1, 2021).

filed. This case was reassigned to this Court January 6, 2021, and trial has been set for the week of May 10, 2021.

MPW has now filed this motion for summary judgment arguing there is no basis in law for Plaintiff's lawsuit. Essentially it contends its ratemaking practices are reasonable as a matter of law, and Plaintiff's failure to adjust its own rate by reducing its REU allocation through MPW's procedure should bar the lawsuit. As discussed herein, whether MPW has acted within the bounds of its ratemaking authority remains a question of fact to be determined by a factfinder. There is significant evidence that the practices and policies MPW employs have failed to produce reasonable rate charges to Plaintiff and the Class as required by law. Furthermore, MPW's practice of tying impact fee REU (capacity assets) to the REU used in BFC calculation is unjust and leaves customers without meaningful options. Plaintiff's decision not to surrender REU capacity assets is grounded in the belief that it should not be required to do so. Plaintiff's Amended Complaint contains detailed factual allegations supporting its claims for BFC refunds, and none are barred as a matter of law. For the reasons below, Plaintiff respectfully requests this Court deny MPW's motion and allow this case to proceed to trial.

III. Standard of Review

Rule 56(c), SCRCR, provides that a circuit court may grant a motion for summary judgment "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." In reviewing a summary judgment motion, the facts and circumstances must be viewed in the light most favorable to the non-moving party. *Holmes v. E. Cooper Cmty. Hosp., Inc.*, 408 S.C. 138, 154, 758 S.E.2d 483, 492 (2014). Moreover, "[s]ummary judgment is not appropriate where further inquiry into the facts of the case is desirable

to clarify the application of the law.” *Patterson v. Witter*, 425 S.C. 213, 226, 821 S.E.2d 677, 684 (2018). Finally, “because summary judgment is a drastic remedy, it should be cautiously invoked to ensure a litigant is not improperly deprived of a trial on disputed factual issues.” *Lord v. D & J Enters., Inc.*, 407 S.C. 544, 553, 757 S.E.2d 695, 699 (2014).

IV. ARGUMENT

A. Whether MPW’s Ratemaking Methodology is Reasonable is a Question of Fact

MPW suggests that Plaintiff has failed to identify any law it has violated, yet acknowledges, at the very least, that it is required to charge, at all times, a reasonable rate. That is the precise issue in the case.

An analysis of MPW’s rate setting authority starts with the municipal commissioners of public works’ enabling legislation. Specifically, Section 5-31-250 of the South Carolina Code (“Powers”) reads as follows:

The board of commissioners of public works of any city or town may purchase, build or contract for building any waterworks or electric light plant authorized under Article 7 of this chapter and may operate them and shall have full control and management of them. It may supply and furnish water to citizens of the city or town and also electric, gas or other light and **may require payment of such rates, tolls and charges as it may establish for the use of water and light.**

(emphasis added). This power is not *carte blanche*. Rates must be associated with “use.” Furthermore, Section 5-31-670 of the South Carolina Code requires municipal utilities to “furnish water to persons for *reasonable compensation* and charge a *minimum and reasonable* sewerage charge” Municipal utilities are constrained by reasonableness. *Simons v. City Council of Charleston*, 181 S.C. 353, ___, 187 S.E. 545, 547 (1936) (“A waterworks is a public utility, and it makes no difference whether such utility be operated by a municipality or by a private corporation. Both are bound by the rule of reasonableness.”).

Furthermore, water and wastewater utility charges such as BFC are “service or user fees” under Section 6-1-300(6) of the South Carolina Code. *See Azar v. City of Columbia*, 414 S.C. 307, 310, 778 S.E.2d 315, 317 (2015) (“The City admits the [revenue from water and sewer services] at issue fall within the definition of “service or user fee” as the term is statutorily defined [under section 6–1–300(6)].”). Accordingly, any revenue derived from the rates “must be used to pay costs *related* to the provision of the service or program for which the fee was paid.” S.C. Code Ann. § 6-1-330(B) (emphasis added). Moreover, South Carolina case law mandates fees, unlike taxes, confer a “special benefit” on those who pay them. *See Brown v. Cnty. of Horry*, 308 S.C. 180, 185, 417 S.E.2d 565, 568 (1992) (“A service charge is imposed on the theory that the portion of the community which is required to pay [the charge] receives some special benefit as a result of the improvement made with the proceeds of the charge.”). In sum, there must be a rational nexus between fees customers are being charged and what they receive in return. They cannot be arbitrarily based on wholly inaccurate use *assumptions* belied by actual use records over the course of many years.

Accordingly, the setting of rates for “the use of water” must be guided by the principles that the utility may furnish water for “reasonable compensation” that “must be used to pay costs related to the provision of service,” and those charges must be, at all times, “minimum and reasonable.” Plaintiff contends that MPW’s practice of charging BFC based on woefully inaccurate, pre-service inception capacity assumptions—as opposed to historic demand based on actual use records—violates these legal principles.

i. There is a question of fact as to whether MPW’s use of inflated REU in calculating BFC for the Class is reasonable

Plaintiff has alleged that MPW is in violation of this rate setting framework because it makes no effort to ensure that the REU used in calculating a customer’s BFC accurately reflects

the customer's actual consumption demand over time. MPW's attorney, James Atkinson "Chip" Bruorton, IV, has explained that REU reflect *capacity* and not actual use: "The REUs are the designated monthly use capacity for a piece of property that is allocated within the established water and wastewater system."¹⁸ However, there is quite a bit of dispute, even within MPW itself, *how* this idea of capacity reservation fits into the BFC calculation and whether MPW's utilization is reasonable. As Joe Crea from Raftelis Financial Consultants (MPW's rate consultant at the time) clarified to MPW as it was drafting its policies on REU adjustments, "the impact fees are what a customer pays to 'reserve' their rights to capacity in the system."¹⁹ Plaintiff and the Class have already reserved their right to capacity with the payment of impact fees. As discussed below, MPW's rate consultants and attorneys have consistently acknowledged that the concept of "capacity reservation," while reasonable when speaking about impact fees, has no place in the BFC rate structure.

Ultimately, it is hard to square MPW's argument that its practices provide much needed clarity of capacity needs with the fact that MPW is *so off in its calculations*. As the CDM Smith Memorandum from November 12, 2014 reflected, the number of "unused" REU for both water and wastewater is staggering.

In 2014 MPW hired Raftelis Financial Consultants to work with MPW and CDM "in determining updated water and wastewater residential equivalent units (REU) for utility planning and rate making purposes. In performing these services, RFC will work with MPW and Camp Dresser McGee, Inc (CDM) to develop current demands for the REU MPW uses in determining

¹⁸ Ex. N, E-mail from James Atkinson "Chip" Bruorton, IV, Esq., MPW Outside Counsel, Rosen Hagood, to James Bradley, Esq., Richardson, Patrick, Westbrook & Brickman, LLC (March 24, 2017), RAFTELIS 002015.

¹⁹ Ex. O, E-Mail from Joe Crea, Manager, Raftelis Financial Consultants, to Nicole Bates, Customer Service Manager, MPW (Nov. 09, 2017), RAFTELIS 002124.

its future water and wastewater capacity needs and in assessing its user rates and charges program and impact fees.²⁰ In the engagement letter, George Raftelis himself, a nationally renowned authority on water and wastewater rate making, explained the basis of this project to MPW’s Chief Financial Officer Mark Coffin as follows:

MPW has determined that certain commercial customers have been assigned an incorrect number of REUs, which is a[n] equivalent measure of demand used to quantify utility customer loadings and identify future capacity necessary to accommodate new customer demands.

...

These inconsistencies present complexities an[d] potential customer inequities in estimating user charge revenues and defining the current and future levels of service for calculating impact fees.

Id. (emphasis added).

In analyzing the commercial customer data *MPW processed and provided*, CDM Smith removed 4,400 “unused” commercial REU from the total REU assigned to all commercial customers to provide the “most accurate up-to-date data.” Ex. D, Dep. of Sheryl Smith, p. 61:14–24; *see* Ex. C at MPW-09235 (“Assuming one REU is equivalent to 300 gpd average consumption, approximately 700 commercial customers used less than their allocated REUs in 2013 and approximately 90 customers used more than their allocated REUs in 2013. The difference between the allocated and calculated REUs for each customer account was summed, resulting in a net of approximately 4,400 REUs that are allocated to commercial accounts, but are ‘unused’. It is assumed that the number of unused REUs is consistent over the past seven years. Therefore, 4,400 REUs were subtracted from the total allocated commercial REUs for the analysis . . .”); *id.* at MPW-09238 (“Of the 4,400 unused commercial water REUs, 4,300 are also allocated to MPW’s

²⁰ Ex. C at MPW-09231.

wastewater system. Therefore, 4,300 REUs were subtracted from the total allocated wastewater REUs.”). Aware of how deeply the inaccuracies would skew predictions, the unused REU were backed out of the calculations for future planning and SCDHEC permitting purposes—but *MPW never backed them out of the customers’ accounts for BFC billing purposes.*²¹

Instead, it capitalized on the excess as a means to increase revenue. In fiscal year 2015 MPW dramatically raised the BFC rates for water (\$3.33/ REU to \$6.00/REU, an 80.2% increase) and wastewater (\$8.97/REU to \$12.00/REU, a 33.8% increase), all the while leaving volumetric rates untouched.²² Fiscal year 2016 saw another substantial BFC rate increase, this time \$6.00/REU to \$8.00/REU for water (a 33.3% increase) and \$12.00/REU to \$14.00/REU for wastewater (a 16.7% increase), with volumetric charges, again, remaining constant. *Id.* These decisions were based on the economic downturn and reflected MPW’s plan to pay a far greater share of its expenses through static base charges rather than variable volumetric charges. *See Ex. Q, Dep. of Mark Coffin, pp. 21:12–25–22:1* (“[The increases were] a by-product of the 2008, 2009, 2010, financial downturn in the economy that was a message to all utilities including Mount Pleasant that our rates have got to be sufficient to withstand any downturn in the economy and the rates have to be set accordingly.”); *id.* at p.22:2–7 (agreeing that the purpose of the BFC increase was to shift the weight of costs to BFC not volumetric charges).

²¹ The importance of accuracy in MPW’s record-keeping is of significance for its own planning and how its needs will bear on the needs of the rest of the state. *See Ex. N at RAFTELIS 002015* (“Capacity is an asset and capacity is what MPW must present to DHEC as part of its water and wastewater use capacity management plan. Without the REU designations, MPW would have no way of designating its capacity from DHEC that MPW is allocated on a monthly basis from our state’s natural resources.”). It is mindboggling that MPW defends so heartily inaccuracies that do not serve the customers or its own ability to plan for the future.

²² Ex. P, MPW Fiscal Year 2021 Budget.

Although MPW's desire to proactively ensure its revenue stream can withstand market flux is commendable, it consciously exacerbated the inequities forced upon Plaintiff and the Class, who are disproportionately strapped with more of the cost of keeping MPW afloat than they should be based on their actual use of MPW's water service. This practice is not only suspect under MPW's mandate to set reasonable rates with a rational nexus between what customers are paying relative to what they are receiving, but it is highly at odds with MPW's own policy of maintaining *equity* in its cost recovery. Ex. B, MPW Cost Recovery Policy (2019), 7.1, p. 4 ("The Commission will strive for equity among customer classifications and between existing and future customers when setting rates, fees, and other charges."). Despite MPW consistently touting policies that sound well-meaning and justified, the unearthed realities call the equity of its practices into question.

And this imbalance of cost spreading suggests the excessive BFC paid by Plaintiff and the Class were not used to "pay costs related to the provision of the service or program for which the fee was paid" as required by section 6-1-300. BFC are used to finance MPW's general operations and maintenance, which confer benefits generalizable to all customers, yet the charges must "benefit the payer in some manner different from the members of the general public not paying the fee." S.C. Code Ann. § 6-1-300. The payers of excessive BFC are garnering no more or different benefit. They are simply paying more than their burden on the system should require.

MPW is statutorily limited to charging a "minimum and reasonable" charge for "reasonable compensation," and for Plaintiff and the Class to shoulder so much cost disproportionate to their use of the service at least raises a question of fact as to the lawfulness of MPW's methods.

ii. There is a question of fact as to whether it is reasonable for MPW to fail to periodically adjust REU assignments

In defense of its practices, MPW has consistently stated that the option to reduce REU is available, and the onus is on the customers to ensure they are being billed appropriately. Yet this

characteristic of MPW's ratemaking policy raises serious questions as to the reasonableness of the rates charged to Plaintiff and the Class.

The statutes and case law place limits on MPW's ratemaking authority. And no provision in the law allows a government entity to enlarge its authority by claiming its customers should have the burden of keeping it in check. Presumably, that is the entire reason the commissioners were elected—because the electorate believed the interests of the consumer citizens would thereby be safeguarded. Those interests would include compliance with the law dictating that the charges consumers pay are minimum and reasonable. MPW's contrary assertion that it cannot be trusted, and customers should be on notice to visit this complex rate setting issue themselves, is troubling and raises an issue of fact as to the lawfulness of MPW's practice. 12 McQuillin Mun. Corp. § 35:56 (3d ed.) (“A customer is entitled to assume that a municipal utility is charging it for service at the most favorable rate available. The city is under a legal duty to disclose to the customer the availability of a more favorable rate.” (citing *City of Commerce v. Duncan & Godfrey, Inc.*, 277 S.E.2d 266 (Ga. Ct. App. 1981))).

Furthermore, MPW's suggestion that it is just too administratively burdensome to audit and periodically adjust customers' REU to match their actual use (“right-size”) on its own falls flat. MPW has performed at least three comprehensive audits *during the class period alone*. They are as follows:

- The first audit was contained in the 2014 CDM Smith Memorandum. This audit confirmed, among other things, that 4,400 REU were “unused” across the commercial customer rate base and that “700 commercial customers used less than their allocated REUs in 2013 and approximately 90 customers used more than their allocated REUs in 2013.”²³

²³ Ex. C at MPW-09235.

- The second audit was performed by MPW in 2015.²⁴ This audit identified customers who “are exceeding their allocated REUs by at least 27,600 gallons (3 REUs) three consecutive months in the past year.”²⁵
- Finally, the third audit was performed in 2018.²⁶

Clearly, MPW possess the technical capabilities and resources to perform routine audits of its commercial customers’ consumption patterns relative to REU assignment. It would be easy for MPW to simply right-size commercial customers’ accounts. For MPW to suggest otherwise or to claim this is some unprecedented, monumental undertaking is simply disingenuous.

Other utilities that use a REU based methodology to calculate base rates, the minority approach both in South Carolina and nationwide, acknowledge that rightsizing is an important part of accurately and equitably billing their customers. The Brunswick-Glynn Joint Water and Sewer Commission, which serves 30,000 accounts and 80,000 citizens in Brunswick and Glynn counties in Georgia, set up a Customer Database Audit and Analysis Program to ensure “proper REU assignments for each commercial customer and an audit of services to ensure that each customer is billed properly. The database audit will also help with the sewer capacity map initiative as the correct REU assignments will determine the existing flow needs within each sewer basin.”²⁷ It acknowledged that: “Completion of this initiative will improve confidence in the billing procedures. The customers that have the greatest monthly burden should see the greatest benefit from auditing the customer database. *Commercial entities can rest assured that the bill[s] they*

²⁴ Ex. E, Mem. from Nicole Bates to Clay Duffie (August 27, 2015), MPW-08483.

²⁵ Ex. E at MPW-08483; Ex. F at MPW(CONFIDENTIAL)-07910.

²⁶ Ex. J at MPW-09137 (“A recent audit of commercial accounts revealed that a portion of customers had more REUs assigned to their account than they were using in their highest quarter of the year.”); Ex. K at MPW-0965; Ex. L at MPW-CONFIDENTIAL-07160; Ex. M at MPW-CONFIDENTIAL-07140.

²⁷ Ex. R, Brunswick-Glynn Joint Water and Sewer Commission Strategic Plan, p. 41.

receive reflect an equitable contribution based upon demand.”²⁸ The Brunswick-Glynn Joint Water and Sewer Commission performs annual REU audits for each commercial customer and right-sizes each account according to the prior year’s usage. Unlike MPW, it does not place this burden on customers.

There simply is no basis in the law or in equity for MPW to skirt its duties and obligations to charge reasonable and minimum rates.

B. The Voluntary Payment Doctrine is Inapplicable

MPW argues Plaintiff and the Class voluntarily paid their bills and therefore they are precluded from now asserting that the billing practices are in error. There are no reported cases in South Carolina addressing whether a government entity can assert the voluntary payment defense, but the facts surrounding this case make this defense unavailable.

At the outset, the suggestion that the payment for water and wastewater services is a strictly voluntary one is specious. In a case involving the City of Columbia’s billing practices for its provision of water and wastewater services, the Supreme Court flatly rejected the “unsupported premise that these contracts for water and sewer services are ‘freely entered into by resident and non-resident consumers’” as the City had argued. *Azar*, 414 S.C. at 311, 778 S.E.2d at 316. In that case, the Court also observed “the City’s own budget director testified in her deposition that ‘you can’t live without water and sewer’ and that these services are the ‘basis of life.’” *Id.* at n.3. The services Plaintiff and the Class receive from MPW are not discretionary and, therefore, not paying their bills, even if they find them unjust and illegal, is not an option.

Furthermore, as a government entity with rate setting authority framed by legal constraints, the burden ought not be on ratepayers to petition MPW regularly to ensure that legal rates are

²⁸ *Id.* (emphasis added).

collected. Rather, it is MPW's legal duty to impose rates consistent with the commissioners of public works enabling legislation and South Carolina fee jurisprudence. *See Responsible Econ. Dev. v. S.C. Dep't of Health & Envtl. Control*, 371 S.C. 547, 553, 641 S.E.2d 425, 428 (2007) (recognizing an exception to the exhaustion of administrative remedies "when an agency has acted outside of its authority"). MPW failed to abide by these authorities in charging the excessive BFC at issue in this case. Under these circumstances, it can hardly be said that payments of unlawful rates are ever truly voluntary.

C. Plaintiff's Claims Are Not Precluded by the Statute of Limitations, Waiver, or Failure to Mitigate Damages

Although couching them in different terms, the gist of MPW's affirmative defenses is uniform—it argues that because Plaintiff and the Class knew they could lower their REU and have not utilized the procedure to do so, they cannot complain about overpayment now. MPW sings the constant refrain that Plaintiff's actions are suspect, and the lawsuit should be dismissed, because it has failed to utilize the REU reduction mechanisms laid out in MPW's Policies 5.3.2 and 5.3.3.²⁹ MPW's argument, however, presupposes the reasonableness of its practices, which Plaintiff heartily disputes. As Plaintiff has explained throughout the litigation, the lawsuit is about the illegality of these policies, which are squirreled away on MPW's website, and how they reveal MPW's failure to comply with the statutory and judicial mandates that ground its ratemaking in reasonableness.

i. Plaintiff's claim is not barred by the Statute of Limitations

At the outset, Plaintiff was not aware of the REU reduction policy until it received a letter from MPW in 2018 notifying it that it had excess REU and it could lower them to reduce cost. Ex.

²⁹ See Ex. S, MPW Policies 5.3.2 and 5.3.3 (Last Updated Dec. 18, 2017).

T., Dep. of Dorothy Yager, President, Snee Farm Lakes HOA, pp. 32:23–33:2 (Q: “Did you understand that even prior to that letter, at any time Snee Farm Lakes could reduce its REU's? A: “No. You're a public utility. I trust you. I'm a customer.”). MPW did not previously provide Plaintiff with the relevant information to evaluate its options, so at the very least whether the statute of limitations applies should be left to the fact-finder. *Brown v. Finger*, 240 S.C. 102, 113, 124 S.E.2d 781, 786 (1962) (internal citations omitted) (“The burden of establishing the bar of the statute of limitations rests upon the one interposing it, and where the testimony is conflicting upon the question, it becomes an issue for the jury to decide.”). As MPW’s website explains to its customers, its “main form of communication is your monthly bill [which] provides you details about your meter, monthly reading, due dates, special announcements and more.”³⁰ Yet any mention of the policies that MPW now reference is wholly absent from the bill. It is unclear how Plaintiff should have known about these policies if MPW never *told* it about the policies. And the public is entitled to presume that government follows the law. 12 McQuillin Mun. Corp. § 35:56 (3d ed.) (“A customer is entitled to assume that a municipal utility is charging it for service at the most favorable rate available. The city is under a legal duty to disclose to the customer the availability of a more favorable rate.”) (citing *City of Commerce v. Duncan & Godfrey, Inc.*, 277 S.E.2d 266 (Ga. Ct. App. 1981)); *c.f. S.C. Nat’l Bank v. Florence Sporting Goods*, 241 S.C. 110, 115-16, 127 S.E.2d 199, 202 (1962) (“[P]ublic officers are presumed to have properly discharged the duties of their offices and to have faithfully performed the duties with which they are charged.”). Plaintiff and the Class were not put on notice of the excessive charges until the 2018 letters went out, and this case was filed shortly thereafter.

³⁰ Ex. U, MPW Billing Statement Details, *also available at* <https://www.mountpleasantwaterworks.com/customers/billing/billing-statement-details>.

ii. Plaintiff is not Required to Prejudice Itself by Complying with the Practices it Alleges are Illegal

More importantly, however, is that MPW's policies are the very problem this lawsuit seeks to redress. As explained more fully below, the doctrines of waiver and mitigation of damages are inapplicable to the circumstances of this case because the trouble with MPW's policies is the lose-lose predicament it creates for customers like Plaintiff and the Class.

One of the most striking aspects of MPW's rate methodology is the tethering of the number of REU purchased through impact fees (capacity assets) to the REU used to calculate BFC. As MPW recognizes, the two expenses are distinct—impact fees are designed to cover the capital costs of expanding infrastructure,³¹ and BFCs are designed to cover fixed costs. Yet, in practice, MPW binds the two charges to the same REU calculation. Entwining the two permanently has significant repercussions for customers, and that has guided Plaintiff's actions. MPW's testifying expert witness, William Ziebertz, observed at his deposition on April 1, 2021 that in his thirty-plus years in the utility industry, he has never heard of a utility that similarly conflates capacity and base charge concepts, requiring surrender of the former for adjustments to the latter. He called MPW's practice "unique."³²

³¹ Ex. N at RAFTELIS 002015 ("The impact fees are charges assessed against a new development in order to recover the capital costs that are required to expand MPW's water and wastewater infrastructure. The REU are the anticipated capacity a property needs on a monthly basis. MPW calculates the impact fee based on the anticipated capacity. Meaning the impact fee takes into account the size of the line that will be needed, the length of the line that will be needed, and whether any upgrades to wastewater collection, transmission and pump equipment will be necessary. Those impact fees are the capital cost of the impact on MPW's overall water and wastewater systems.").

³² As of this filing, the deposition transcript is unavailable. Plaintiff respectfully requests leave to supplement the record with Mr. Ziebertz's deposition testimony when it becomes available. Mr. Ziebertz's deposition was originally scheduled for March 19, 2021, but it was postponed to April 1, 2021 due to a family health emergency for Mr. Ziebertz.

As discussed previously, when a customer pays its impact fees, it purchases and reserves capacity in the water system in the form of a REU assignment. MPW recognizes a REU has value and is an asset. The disconnect is that MPW forces consumers to surrender that asset in order to pay water charges that more closely resemble the actual use and capacity needed. Not only does the customer not receive anything in return for MPW taking back REU the customer previously purchased, but if years later the owner wants to increase the amount of REU for whatever reason, that owner would have to buy them *again* through the repayment of impact fees or otherwise backpay the BFC as if there had never been a reduction.³³ Although throughout this litigation MPW smugly cast aspersions on Plaintiff's decision not to engage in its REU reduction process, it fully comprehends the unfairness of the situation in which it has placed its consumers. In an e-mail from Mr. Bruorton to MPW's General Manager Clay Duffie about revisions of the policy statement regarding reinstatement of REU, Mr. Bruorton aptly questioned: "Did we not conclude that because the customer would have already paid impact fees on the original number of REUs that a capacity reservation fee or back payment for REUS was not equitable?"³⁴ Similarly, George Raftelis testified at his deposition that he would not use the phrase "capacity reservation fee" in connection with BFC. Ex. W, Dep. of George Raftelis, pp. 85:8-10 & 102:9-11 ("To me, the term "capacity reservation fee" is not a relevant term in what we're talking about when we're dealing with BFCs."). Incredibly, he agreed the final two sentences of Policy 7.2 should be struck. *Id.* at p. 103:8-17. MPW has failed to heed the recommendations of its attorney and its renowned rate consultant on the central question implicated in this case. Today, the "capacity reservation fee"

³³ Ex. S at Policy 5.3.3 ("In order to add any reduced or lapsed REUs back to the property, impact fees or back BFCs must be paid at MPW's current rate.")

³⁴ Ex. V, E-mail from James Atkinson "Chip" Bruorton, IV, Esq. MPW Outside Counsel, Rosen Hagood, to Clay Duffie, Gen. Manager, MPW (Oct. 30, 2017), RAFTELIS 002179.

language remains in Policy 7.2 and firmly ensconced in MPW's policies. Now it falls to this Court to address this inequity.

Customers are held hostage by their REU under MPW's current system. If they reduce them, no value is offered despite the fact it may lower the value of the property. And if they anticipate increasing needs at any point in the future, MPW will force them to backpay charges and undermine any savings they had sought to enjoy. Utterly ignoring the implications of the policies, MPW argues that the flaw of Plaintiff's lawsuit is that it chose the rock over the hard place while contesting the legality of MPW's policies. Def.'s Mem. of Law in Opp'n to Pl.'s Mot. for Class Certification, at 6 & Def.'s Mem. in Response to Pl.'s Opp'n to Def.'s Mot. To Dismiss, at 3 ("Once REU's are reduced, additional impact fees must be paid to increase the REUs or back BFCs can be paid, whichever is less. Those impact fees are required to be paid at today's impact fee rate versus the impact fee rate from when the account was established, which in all likelihood is less than today's impact fee rate. For most commercial account holders, this is not desirable."). Although leaning on the idea that a customer may wish to avoid paying back BFCs or paying impact fees at a higher rate, MPW is fully aware that the situation it unilaterally created is unfair. *See Ex. V*, E-mail from Clay Duffie, Gen. Manager, MPW, to James Atkinson "Chip" Bruorton, IV, Esq., MPW Outside Counsel, Rosen Hagood, (Oct. 30, 2017), RAFTELIS 002179. ("Yes, but if they reduce [REU] what is the policy about adding them back? *Obviously not more than they originally paid for.*" (emphasis added)).

With the reality of these circumstances in mind, the doctrines of waiver and failure to mitigate damages are simply unavailable to MPW.

"A waiver is a voluntary and intentional abandonment or relinquishment of a known right." *Janasik v. Fairway Oaks Villas Horizontal Prop. Regime*, 307 S.C. 339, 344, 415 S.E.2d 384, 387

(1992). “Generally, the party claiming waiver must show that the party against whom waiver is asserted possessed, at the time, actual or constructive knowledge of his rights or of all the material facts upon which they depended.” *Id.* at 344, 415 S.E.2d at 387–88. “[W]aiver require[s] a party to have known of a right, and known that the party was abandoning that right.” *Mac Papers, Inc. v. Genesis Press, Inc.*, 426 S.C. 393, 404, 826 S.E.2d 874, 880 (Ct. App. 2019) (alterations in original) (quoting *Strickland v. Strickland*, 375 S.C. 76, 85, 650 S.E.2d 465, 470-71 (2007)). “The determination of whether one's actions constitute waiver is a question of fact.” *King v. James*, 388 S.C. 16, 30, 694 S.E.2d 35, 42 (Ct. App. 2010).

Plaintiff is stuck in the position of losing *something* no matter what it chooses, so it cannot meaningfully be accused of relinquishing a right when obtaining this right (a reduction in BFC) can only be obtained by sacrificing another right (the value of the REU obtained with its payment of impact fees).³⁵ It should not have to pay twice, nor should it be required to undertake the calculation of an accurate projection of its water use. Accordingly, the doctrine of waiver is inapplicable because Plaintiff did not *abandon* any right, but is instead asserting its right not to be trapped in the scenario MPW’s policies have created.

For the same reasons, the doctrine of mitigation of damages is inapplicable. A plaintiff is not required to mitigate damages by prejudicing its other rights. *Genovese v. Bergeron*, 327 S.C.

³⁵ This unprecedented aspect of MPW’s rate structure violates South Carolina rate law as well as the “unconstitutional conditions doctrine.” *Koontz v. St. Johns River Water Mgmt. Dist.*, 133 S. Ct. 2586, 2594-97 (2013) (discussing the “unconstitutional conditions doctrine” and noting that “[e]xtortionate demands” that burden the exercise of constitutional rights may give rise to a takings claim). MPW consistently refers to REU capacity as an asset; therefore, Plaintiff and the Class possess a property interest in same, thus implicating procedural and substantive due process concerns. See *Sunset Cay, LLC v. City of Folly Beach*, 357 S.C. 414, 430, 593 S.E.2d 462, 470 (2004) (“In order to prove a denial of substantive due process, a party must show that he was arbitrarily and capriciously deprived of a cognizable property interest rooted in state law.”). Plaintiff already paid the impact fee necessary to offset its proportionate demand on MPW’s infrastructure.

567, 572, 490 S.E.2d 608, 611 (Ct. App. 1997). (“A party injured by the acts of another is required to do those things a person of ordinary prudence would do under the circumstances to mitigate damages; however, the law does not require unreasonable exertion or substantial expense for this to be accomplished.”). Had Plaintiff reduced its REU in the manner MPW requires under its Policy 5.3.3, it would have had to lose something of value it had paid for, and the law does not require it to incur such expense, especially when that is part of the issues contested as unlawful.

D. There is a Question of Fact as to Whether MPW breached its Contractual Obligations

MPW does not meaningfully dispute that it has a contractual relationship with Plaintiff and the Class, but instead complains Plaintiff has not pointed to any specific terms that have been breached.³⁶ However, the Amended Complaint clearly lays out the substance of the breach of contract cause of action. Plaintiff has alleged:

35. MPW breached its contracts with Plaintiff and the plaintiff class by, among other things, charging excessive BFC and maintaining and expending these funds for improper purposes in violation of South Carolina law.

36. MPW further breached its implied contractual obligations to Plaintiff and the plaintiff class by charging excessive BFC and maintaining and expending these funds in violation of South Carolina law.

37. MPW further breached its covenant of good faith and fair dealing with Plaintiff and the plaintiff class by charging excessive BFC and maintaining and expending these funds in violation of South Carolina law.

38. To the extent MPW’s contracts with Plaintiff and the plaintiff class called for the payment of excessive BFC, these contractual provisions should be struck as unconstitutional,

³⁶ To the extent MPW *does* argue it is not in privity with its customers, Plaintiff has attached a representative bill to demonstrate the service agreement it has with MPW. Ex. X, Snee Farm Lakes HOA Bill. The HOA is MPW’s customer – not the individual homeowners within the horizontal property regime.

violative of South Carolina law, unconscionable, and contrary to public policy.

Am. Compl. ¶¶ 35-38.

Although MPW will suggest that the contract is one for service and Plaintiff has not alleged an interruption in service, the requirements of a contract are not so limited. For one, a contract is required to comply with state law. *Inabinet v. Royal Exch. Assur. of London*, 165 S.C. 33, ___, 162 S.E. 599, 600 (1932) (“Every contract entered into in this state embodies in its terms all applicable laws of the state just as completely as if the contract expressly so stipulated.”). This lawsuit alleges that the contract is violative of state law governing a municipality’s billing practices for the provision of utility services. Furthermore, it is not only state law that imposes constraints on MPW’s contractual practices. “There exists in every contract an implied covenant of good faith and fair dealing.” *Tharpe v. G. E. Moore Co.*, 254 S.C. 196, 201, 174 S.E.2d 397, 399 (1970). Plaintiff has alleged MPW has breached its implied covenants by unlawfully overbilling Plaintiff and the Class. As discussed previously, there is significant evidence tending to prove MPW has acted outside the bounds of its authority and failed to act in good faith in overcharging Plaintiff and the Class.

E. The Tort Claims Act Does Not Apply to Action in Equity

MPW also argues Plaintiff’s conversion and money had and received claims must be dismissed under the South Carolina Tort Claims Act, S.C. Code Ann. §§ 15-78-10, *et seq.* (the “TCA”). However, the TCA does not apply to Plaintiff’s money had and received claim, which is equitable in nature and pled in conjunction with its unjust enrichment claim as sides of the same coin. *Okatie River, L.L.C. v. Se. Site Prep, L.L.C.*, 353 S.C. 327, 335, 577 S.E.2d 468, 472–73 (Ct. App. 2003) (“Once the requirements of an action for money had and received are proven, the

equitable principles of unjust enrichment and restitution provide a remedy.”). MPW has not argued unjust enrichment should be similarly dismissed.

Nor could it. As the TCA clarifies, it is intended as a remedy for torts. S.C. Code Ann. § 15-78-70(a) (“This chapter constitutes the exclusive remedy for any tort committed by an employee of a governmental entity.”). The TCA specifically excludes contractual claims. S.C. Code Ann. § 15-78-20(d). Furthermore, the specific exclusions cited by MPW are, by definition, inapplicable. MPW references the following provisions:

The governmental entity is not liable for a *loss* resulting from:

...

(4) adoption, enforcement, or compliance with any law or failure to adopt or enforce any law, whether valid or invalid, including, but not limited to, any charter, provision, ordinance, resolution, rule, regulation, or written policies;

(5) the exercise of discretion or judgment by the governmental entity or employee or the performance or failure to perform any act or service which is in the discretion or judgment of the governmental entity or employee . . .

S.C. Code Ann. § 15-78-60 (emphasis added). “Loss” is defined as “bodily injury, disease, death, or damage to tangible property, including lost wages and economic loss to the person who suffered the injury, disease, or death, pain and suffering, mental anguish, and any other element of actual damages *recoverable in actions for negligence*, but does not include the intentional infliction of emotional harm.” S.C. Code Ann. § 15-78-30(f) (emphasis added). Plaintiff’s equity claims are not premised on negligence, and therefore the loss alleged is not the type of loss excluded under

the TCA. Given the foregoing, the TCA does not bar Plaintiff's claim in equity for money had and received.³⁷

V. CONCLUSION

MPW's motion for summary judgment should be denied. Plaintiff has supplied the Court with a strong evidentiary record to deny this drastic and final relief. Moreover, Plaintiff has identified several legal authorities governing MPW's conduct omitted from MPW's motion. At the very least, Plaintiff and MPW disagree how the facts ought to be applied to the applicable law. This alone merits denial of MPW's motion. This case deserves to be tried, and Plaintiff is ready.

Respectfully Submitted,

BY: s/Ross A. Appel
 Clayton B. McCullough (SC Bar #13722)
 Ross A. Appel (SC Bar #79149)
McCULLOUGH KHAN, LLC
 359 King St., Ste. 200
 Charleston, SC 29401
 Telephone: 843.937.0400
 Facsimile: 843.937.0706
clay@mklawsc.com
ross@mklawsc.com

James L. Ward, Jr. (SC Bar #13453)
 Rane Saunders (SC Bar #100073)
McGOWAN, HOOD & FELDER, LLC
 10 Shem Drive, Suite 300
 Mt. Pleasant, SC 29464
 Telephone: 843.388.7202
 Facsimile: 843.388.3194
jward@mcgowanhood.com
rsaunders@mcgowanhood.com

ATTORNEYS FOR PLAINTIFF

April 5, 2021

³⁷ MPW originally moved to dismiss the money had and received claims on this same basis but abandoned that argument in its reply to Plaintiff's opposition to that motion, presumably because Plaintiff pointed out the fallacy of that argument.

EXHIBIT LIST

- **EXHIBIT A**: Plaintiff's Master Deed and By-Laws
- **EXHIBIT B**: MPW Cost Recovery Policy
- **EXHIBIT C**: Raftelis Engagement Letter and CDM Smith Memorandum
- **EXHIBIT D**: Sheryl Smith Deposition Excerpts
- **EXHIBIT E**: MPW 2015 REU Audit and Communications Plan
- **EXHIBIT F**: MPW 2015 REU Audit Customer List
- **EXHIBIT G**: BFC Refund Settlement Agreement and Associated Documents
- **EXHIBIT H**: MPW 2018 REU Audit Letter to Plaintiff
- **EXHIBIT I**: MPW Impact Fee Handbook
- **EXHIBIT J**: MPW 2018 REU Audit Communications Plan
- **EXHIBIT K**: MPW 2018 REU Audit (All Commercial Customers)
- **EXHIBIT L**: MPW 2018 REU Audit (REU Adjustment Spreadsheet)
- **EXHIBIT M**: MPW 2018 REU Audit (Oversized Accounts and REU Reductions)
- **EXHIBIT N**: E-Mails re: MPW's BFC Position
- **EXHIBIT O**: E-Mails re: Capacity Reservation Fee Appropriateness
- **EXHIBIT P**: MPW Fiscal Year 2021 Budget
- **EXHIBIT Q**: Mark Coffin Deposition Excerpts
- **EXHIBIT R**: Brunswick-Glynn Joint Water and Sewer Commission Strategic Plan
- **EXHIBIT S**: MPW Policies 5.3.2 and 5.3.3
- **EXHIBIT T**: Dorothy Yager Deposition Excerpts
- **EXHIBIT U**: MPW Website (Billing Statement Details)
- **EXHIBIT V**: E-Mails re: Capacity Reservation Fee Equity
- **EXHIBIT W**: George Raftelis Deposition Excerpts
- **EXHIBIT X**: Plaintiff Bills
- **EXHIBIT Y**: Bryan Mantz Draft Opinion
- **EXHIBIT Z**: Clay Duffie Deposition Excerpts

EXHIBIT A

S N E E F A R M L A K E S

A condominium project at Mt. Pleasant, S. C.

MASTER DEED

&

BY-LAWS

Prepared By
Baxter B. Kelly, III
940 Highway 17 By-Pass
P. O. Box 1341
Mt. Pleasant, SC 29464

(b) "Apartment" means a part of the property intended for a type of independent use and is more particularly defined in Article III, Section 2.

(c) "Assessment" means an owner's share of the common expenses assessed against such owner and his Unit from time to time by the Association in the manner hereinafter provided.

(d) "Association" means Snee Farm Lakes Homeowner's Association, Inc., an association of and limited to Owners of the Apartment Units located in Snee Farm Lakes Horizontal Property Regime in the form of a non-profit, non-stock membership corporation organized under the laws of the State of South Carolina.

(e) "Board of Directors" or "Board" means the Board of Directors of the Snee Farm Lakes Homeowner's Association, Inc., and "director" or "directors" means a member or members of the Board.

(f) "Co-Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns an Apartment Unit or any interest therein within the building.

(g) "Common Area and Facilities" and "Common Elements" means and includes all of the Condominium Property after excluding the Apartment Units.

(h) "Common Expenses" means and includes (a) all expenses incidental to the administration, maintenance, repair and replacement of the Common Area and Facilities and the Limited Common Area and Facilities, after excluding therefrom such expenses which are the responsibility of a Unit Owner as set forth in Section 2 of Article VIII hereof; (b) expenses determined by the Association to be Common Expenses and which are lawfully assessed against Unit Owners, and (c) expenses declared to be Common Expenses by the Unit Ownership Act or the Condominium Documents.

(i) "Condominium Documents" means and includes the Master Deed for Snee Farm Lakes Homeowner's Association, Inc., and the By-Laws of said Association, and all exhibits and attachments to the foregoing, all as amended from time to time.

(j) "Condominium Property" or "Property" means and includes all the property submitted to the Horizontal Property Act by this Master Deed.

(k) "Future Phases" shall mean and refer to the future development of Snee Farm Lakes. As presently contemplated, the Grantor anticipates expanding the Horizontal Property Regime through merger (See Article III, Section 1, Merger of Additional Phases).

(l) "General Common Elements" and "General Common Area and Facilities" shall mean and include generally all of the Horizontal Property Regime property after excluding the Apartment Units and the Limited Common Area and Facilities and more specifically:

- (1) the land on which the buildings stand;
- (2) the swimming pools, bridges, pool decking and lagoons;
- (3) the foundations, main walls, load-bearing walls, roofs, non-reserved parking areas;
- (4) all interior roads and roadways;
- (5) all yards, open spaces, gardens and greens;
- (6) the compartments or installations of central services such as power, light, gas, water, sewerage, refrigeration, water pumps and the like;
- (7) all devices or installations existing for common use; and
- (8) all other elements of the property rationally of common use or necessary to its existence, upkeep and safety, as well as all those common elements enumerated in Article III, Section 3 as Common Elements and not embraced within the definition of Limited Common Area and Facilities.

ARTICLE II

SNEE FARM LAKES HOMEOWNER'S ASSOCIATION

Section 1. Responsibility for Administration. The administration of the Snee Farm Lakes Horizontal Property Regime, the maintenance, repair, replacement and operation of the General Common Area and Facilities and Limited Common Area and Facilities as herein provided, and those acts required of the Association by the Condominium Documents shall be the responsibility of the Association. Such administration shall be in strict accordance with the provisions of the Act, this Master Deed and the By-Laws of the Association.

Section 2. Agreements. The Association shall be and is hereby authorized to enter into such agreements, including, without limitation, management contracts, as it may deem necessary or desirable for the administration and operation of the development. Each Owner by acquiring or holding an interest in any Apartment Unit thereby agrees to be bound by the terms and conditions of all such agreements entered into by the Board of Directors on behalf of the Association. A copy of all such agreements shall be made available at the office of the Association for review by each Owner during normal working hours, Monday through Friday of each week.

ARTICLE III

PROPERTY RIGHTS

Section 1. Development Plan. Grantor shall construct or cause to be constructed on the property during Phase I residential buildings containing a total of thirty-two (32) Apartment Units. Each of the buildings shall be constructed substantially in accordance with the Unit Plans, Master Plan, and Surveys, all of which are contained in EXHIBIT "C" attached hereto and incorporated herein by this reference, and show the buildings, number and identity of Units and the materials of which the Units are to be constructed. The Grantor expressly reserves the right, during the course of construction, to revise, modify or change in whole or in part any of such Apartment Units; provided, however, (i) Grantor shall adhere to the general scheme of development as set forth in EXHIBIT "C" attached hereto and made a part hereof and (ii) Grantor shall not make any such alterations to any Apartment Unit sold or under a valid sales contract without having first obtained the express written consent of the Owner thereof. Any such change or modification shall not alter the Percentage Interest set forth in EXHIBIT "C" without the unanimous consent (100%) of the Unit Owners expressed in an amendment hereto duly recorded. Some Units may be conveyed and occupied prior to the completion of other Units. In further accordance with the applicable provisions of the Act, Grantor hereby indicates an intent to expand this Regime by annexing that property to be known as Phases II through XIV and contained within EXHIBIT "D" in accordance with the options set forth hereinbelow.

In the future, but no later than the times specified in Article II), Grantor may merge additional phases (See EXHIBIT "D"). The maximum number of units in Phases II through XIV would be no more than one hundred sixteen (116) additional units. Owners of Apartment Units within such additional property shall bear their proportionate share of the Common Expenses payable by existing Co-Owners, and the Percentage Interest of existing Owners in the Common Area and Facilities shall change in direct proportion to the percentage that the value of the additional property bears to the sum of the value of the property hereby subject to the apartment ownership and value of the additional property as set forth in EXHIBIT "C". Owners of such merged property shall assume all rights and obligations as the original owners in Phase I have hereunder.

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1. The property subjected to this Master Deed is more particularly shown and delineated on the land survey and plot plan entitled Phase I in EXHIBIT "A" and the building plans attached hereto as EXHIBIT "C", said Exhibits being incorporated herein by reference. The Phase I improvements will include apartment buildings containing thirty-two (32) apartments and adjacent roadways and parking areas, a lagoon and swimming pool. Together with this Master Deed, said EXHIBIT "C" constitutes a graphic description of all apartments, including their identification numbers, locations, areas and dimensions, and all common elements (general and limited), their relative locations and approximate dimensions.

2. Grantor further plans, in its sole discretion, to expand this Regime by adding up to one hundred sixteen (116) additional apartments spread over an additional thirteen (13) phases, with their respective common elements, to be known as Phases II through XIV and contained within EXHIBIT "D" attached hereto. A legal description is also set out in said EXHIBIT "D".

3. Grantor hereby reserves unto itself the option, to be exercised in its sole discretion, to

(a) expand this Regime by submitting Phases II through XIV property to be included within the description of land shown in EXHIBIT "D"; or

(b) allow this Regime to continue as is without any further expansion.

4. In the event Grantor elects to proceed to enlarge this Regime by adding Phase II, the Grantor shall execute an amendment or amendments to this Master Deed which shall be filed for record in the R.M.C. Office for Charleston County, South Carolina, not later than two (2) years from the date hereof. Any such amendment or amendments shall fully describe the property being added to this Regime and submit such property to all of the provisions of this Master Deed and exhibits attached hereto, as amended. Such amendment or amendments expanding this Regime, as aforesaid, may be accomplished unilaterally by Grantor without the approval or consent of any co-owner, or mortgagee of any co-owner, of the Regime as constituted at the time of such amendment. Upon the exercise of any such option to expand, as aforesaid, the provisions of this Master Deed shall then be understood and construed as embracing Phase I property and such property as may be described in such amendment, together with all improvements constructed thereon.

5. In the event Grantor elects to proceed to enlarge this Regime by adding Phase III, the Grantor shall execute an amendment or amendments to this Master Deed which shall be filed for record in the R.M.C. Office for Charleston County, South Carolina, not later than three (3) years from the date hereof. Any such amendment or amendments shall fully describe the property being added to this Regime and submit such property to all of the provisions of this Master Deed and exhibits attached hereto, as amended. Such amendment or amendments expanding this Regime, as aforesaid, may be accomplished unilaterally by Grantor without the approval or consent of any co-owner, or mortgagee of any co-owner, of the Regime as constituted at the time of such amendment. Upon the exercise of any such option to expand, as aforesaid, the provisions of this Master Deed shall then be understood and construed as embracing Phase I property and such property as may be described in such amendment, together with all improvements constructed thereon.

6. In the event Grantor elects to proceed to enlarge this Regime by adding Phase IV, the Grantor shall execute an amendment or amendments to this Master Deed which shall be filed for record in the R.M.C. Office for Charleston County, South Carolina, not later than four (4) years from the date hereof. Any such amendment or amendments shall fully describe the property being added to this Regime and submit such property to all of the provisions of this Master Deed and exhibits attached hereto, as amended. Such amendment or amendments expanding this Regime, as aforesaid, may be accomplished unilaterally by Grantor without the approval or consent of any co-owner, or mortgagee of any co-owner, of the Regime as constituted at the time of such amendment. Upon the exercise of any such option to expand, as aforesaid, the provisions of this Master Deed shall then be understood and construed as embracing Phase I property and such property as may be described in such amendment, together with all improvements constructed thereon.

7. In the event Grantor elects to proceed to enlarge this Regime by adding Phase V, the Grantor shall execute an amendment or amendments to this Master Deed which shall be filed for record in the R.M.C. Office for Charleston County, South Carolina, not later than five (5) years from

the date hereof. Any such amendment or amendments shall fully describe the property being added to this Regime and submit such property to all of the provisions of this Master Deed and exhibits attached hereof, as amended. Such amendment or amendments expanding this Regime, as aforesaid, may be accomplished unilaterally by Grantor without the approval or consent of any co-owner, or mortgagee of any co-owner, of the Regime as constituted at the time of such amendment. Upon the exercise of any such option to expand, as aforesaid, the provisions of this Master Deed shall then be understood and construed as embracing Phase I property and such property as may be described in such amendment, together with all improvements constructed thereon.

8. In the event Grantor elects to proceed to enlarge this Regime by adding Phases VI through XIV, the Grantor shall execute an amendment or amendments to this Master Deed which shall be filed for record in the R.M.C. Office for Charleston County, South Carolina, not later than six (6) years from the date hereof. Any such amendment or amendments shall fully describe the property being added to this Regime and submit such property to all of the provisions of this Master Deed and exhibits attached hereof, as amended. Such amendment or amendments expanding this Regime, as aforesaid, may be accomplished unilaterally by Grantor without the approval or consent of any co-owner, or mortgagee of any co-owner, of the Regime as constituted at the time of such amendment. Upon the exercise of any such option to expand, as aforesaid, the provisions of this Master Deed shall then be understood and construed as embracing Phase I property and such property as may be described in such amendment, together with all improvements constructed thereon.

Should the expansion options not be exercised within the term specified, it shall in all respects expire and be of no further force and effect. In such event, the Grantor shall not be obligated to impose on the Phase II through XIV property any covenants, conditions or restrictions the same or similar to those contained herein; and in such event, all co-owners in Phase I waive any right they may have in or to that property shown as Phase II through XIV in EXHIBIT "D".

Section 2. Units. Each Unit, together with its Percentage Interest in the General Common Area and Facilities and the Limited Common Area and Facilities, shall for all purposes, constitute a separate parcel of real property which, subject to the provisions of this Master Deed, may be owned in fee simple and which may be conveyed, transferred, leased and encumbered in the same manner as any other real property. Each Owner, subject to the provisions of the Act and this Master Deed, shall be entitled to the exclusive ownership and possession of his Unit.

The Grantor, in order to implement condominium ownership of the above-described premises, covenants and agrees to, and hereby does, subdivide the above-described Phase I property vertically and horizontally into the following Freehold Estate:

(a) Thirty-two (32) separate parcels of property, being the thirty-two (32) apartments, together with the shares in the general and limited common elements appurtenant to each apartment, hereinbefore and herein-after more particularly described, and as shown graphically in EXHIBITS "A" AND "C", attached hereto. Said Exhibits delineate the dimensions of each apartment at floor level, the elevation of all floors and ceilings, the location and dimension of the perimeter walls, and the locations, dimensions and area of each apartment with reference to established geographical points. Each of the said apartments consisting of:

(1) the volumes or cubicles of space enclosed by the unfinished interior surfaces of perimeter walls and the unfinished surfaces of interior walls, ceilings and floors of the apartment, and by any vents, chimneys, doors, windows and such other structural elements that are ordinarily regarded as enclosures of space; and

(2) all interior dividing walls and partitions (including the space occupied by such walls or partitions) excepting, however, load

bearing walls and those interior walls and partitions enclosing the common pipe chases and other common facilities; and

(3) the decorated interior surfaces of perimeter walls and the decorated surfaces of interior walls (including load-bearing walls, chimneys and walls enclosing the common pipe chases), floors and ceilings, consisting of, as the case may be, wallpaper, paint, plaster, carpeting, tiles and any and all other finishing materials affixed or installed as a part of the physical structure of the apartment; and

(4) all fixtures, appliances, mechanical systems and equipment installed in said apartment which are intended for the sole and exclusive use of the apartment. No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall systems designated for the service of any other apartment, nor any of the structural members or portions of the apartment building, nor any other property of any kind, including fixtures and appliances within the apartment, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any individual apartment. The word "Apartment" when used throughout this instrument shall be deemed to refer to each of the aforesaid apartments as herein described, and shall have the same meaning as set forth in the Act.

Section 3. Common Area and Facilities.

(a) Percentage Interest. The Unit Owners shall own the General Common Area and Facilities and Limited Common Area and Facilities as tenants in common, with each Unit having appurtenant thereto the Percentage Interest in said General Common Area and Facilities and Limited Common Area and Facilities as set forth in the Master Plan contained in EXHIBIT "C" attached hereto; provided, however, the use of the Limited Common Area and Facilities shall be restricted as set forth in Section 3(f) of this Article III. The Percentage Interest appurtenant to each Unit has been determined by dividing the stated fair market value of such Unit as of the effective date of the Master Deed by the aggregate stated fair market value of all of the Units as of said date. The stated Percentage Interest is permanent in character and cannot be altered without (1) the consent of all (100%) of the Unit Owners expressed in an amendment to the Master Deed duly recorded in the R.M.C. Office for Charleston County, or (2) unless revised by merger (see Article III, Section 1). The stated values for each condominium unit are correct as of the date of this instrument - actual sales prices at later dates may vary; however, the stated Percentage Interest in common areas will not change.

(b) Common Elements. A description of the common elements of the Regime (including both the general common elements and the limited common elements) as defined herein and in the Act is as follows:

(1) The parcel of land described and shown as Phase I in EXHIBIT "A" attached hereto; and

(2) Those portions of the apartment buildings not otherwise herein defined as being embraced within the individual apartments, including but not limited to, balconies, the foundation, roofs, floors, ceilings, perimeter walls of apartments, load-bearing interior walls and partitions, walls enclosing common pipe chases and other common facilities, slabs, lobbies, corridors, laundry, trash, service and storage rooms, meter and machinery rooms, recreation areas, stairways, entrance and exit or communication ways, patios, pipes, wires, conduits, chimneys, air ducts and public utility lines, including the space actually occupied by the above, all as more particularly shown in EXHIBIT "B" attached hereto; and

(3) All improvements to the premises constructed or to be constructed, such as utilities, roadways, walkways, plants, trees, shrubbery, yards, lawns, gardens, swimming pools, parking spaces, etc., located on said parcel of land; and

(4) All other elements of the buildings not included within the aforesaid parcel of land, rationally of common use or necessary to their

existence, upkeep and safety and, in general, all other devices or installations existing for common use; and

(5) All other property of the Regime, whether land, building, improvements, personal property, or otherwise, except such as is included in the apartments as more particularly described in Article III, Section 2 herein; and

(6) All assets of Snee Farm Lakes Homeowner's Association, Inc. (a non-profit corporation organized for the purpose of carrying out the powers, duties, and obligations of the "Council and Co-Owners" as defined in the Act); and

(7) Easements through apartments for conduits, ducts, plumbing, chimneys, wiring and other facilities for the furnishing of utility services to apartments and the general common elements; and

(8) An easement of support in every portion of an apartment which contributes to the support of the building; and

(9) Easements through the apartments and general common elements for maintenance, repair and replacement of the apartments and general common elements; and

(10) Installations for the furnishing of utility services to more than one apartment or the general common elements or to an apartment other than the one containing the installation, which installation shall include conduits, ducts, plumbing, chimneys, wiring and other facilities for the rendering of such services.

(c) Inseparability of Percentage Interests. The Percentage Interest in the General Common Area and Facilities and the Limited Common Area and Facilities cannot be separated from the Unit to which it appertains and shall be automatically conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed or other instrument.

(d) No Partition. The General Common Area and Facilities and Limited Common Area and Facilities shall remain undivided and no right to partition the same or any part thereof shall exist except as provided in the Horizontal Property Act, the By-Laws, and this Master Deed.

(e) Use of General Common Area and Facilities. The Unit Owners may use the General Common Area and Facilities in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of other Unit Owners. The Board of Directors shall, if any question arises, determine the purpose for which a part of the General Common Area and Facilities is intended to be used. The Board shall have the right to promulgate rules and regulations limiting the use of the General Common Area and Facilities to Unit Owners and their guests as well as to provide for the exclusive use of a part of the General Common Area and Facilities by a Unit Owner and his guests for special occasions which exclusive use may be conditioned, among other things, upon the payment of a fee. Any Owner may delegate, in accordance with the provisions of this Master Deed and the By-Laws, his right to use the General Common Area and Facilities to the immediate members of his family, to a limited number of guests, or to his tenants who reside in his Apartment Unit.

(f) Limited Common Area and Facilities. Portions of the common elements are hereby set aside and reserved for the restricted and exclusive use of certain Apartments to the exclusion of the other Apartments, and such portions shall be known and referred to herein as limited common elements. The limited common elements restricted to the use of certain Apartments are those portions of any walls which are deemed to be common elements and which are within the individual Apartments, any roof which covers only one Apartment, the stairs, balconies, porches, patios, and entrance decks as shown graphically in EXHIBIT "C". Ownership of each

Apartment Unit shall entitle the Owner or Owners thereof to the exclusive use of the Limited Common Area and Facilities adjacent and appurtenant to such Unit and so designated in EXHIBIT "C"; which exclusive use may be delegated by such Owner to the immediate members of his family, to his guests, or to his tenants who reside in his Apartment Unit. Owners may place plants, furniture, grills and other similar items within the Limited Common Area and Facilities adjacent and appurtenant to their Unit, provided, however, that such plants and/or personal property shall remain neat and properly maintained.

Section 4. Conveyance by Warranty Deed. All conveyances of title of any Apartment Unit shall be by general warranty deed.

ARTICLE IV

ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. Each Apartment Unit is and shall be subject to a lien and permanent charge in favor of the Association for the annual and special Assessments set forth in Section 2 and 3 of this Article IV. Each Assessment together with interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the Apartment Unit against which it relates, and shall also be the joint and several personal obligation of each Owner of such Apartment Unit at the time Assessment comes due and upon such Owner's successor in title if unpaid on the date of the conveyance of such unit, and each and every Owner by acquiring or holding an interest in any Apartment Unit thereby covenants to pay such amount to the Association when the same shall become due. The purchaser of an Apartment Unit at a judicial or foreclosure sale shall be liable only for the Assessments coming due after the date of such sale.

Section 2. Annual Assessments. No later than December 1 of each calendar year, the Board of Directors shall set the annual Assessments by estimating the Common Expenses to be incurred during the immediately succeeding calendar year and shall prorate such Common Expenses among the Owners of the Apartment Units in accordance with the Percentage Interest appurtenant to such Apartment Units, and shall give written notice to each Unit Owner of the annual Assessment fixed against his Unit for such immediately succeeding calendar year. The annual Assessments levied by the Association shall be collected by the Treasurer as provided in Section 4 of this Article IV.

The annual Assessments shall include a reserve for the replacement of capital improvements but shall not be used to pay the following:

- (a) Casualty insurance of individual Owners on their possessions within the Units and liability insurance of such owners insuring themselves and their families individually, which shall be the sole responsibility of such Owners;
- (b) Telephone or electrical utility charges for each Unit, which shall also be the sole responsibility of the Owners of such Units.

Grantor anticipates that ad valorem taxes and other governmental assessments, if any, upon the property will be assessed by the taxing authority upon the Unit Owners, and that each assessment will include the assessed value of the Apartment Unit and of the undivided interest of the Unit Owner in the Common Area and Facilities and Limited Common Area and Facilities. Any such taxes and governmental assessments upon the property which are not so assessed shall be included in the Association's budget as a recurring expense and shall be paid by the Association as a Common Expense. Each Unit Owner is responsible for making his own return of taxes and such return shall include such Owner's undivided interest in the Common Area and Facilities and Limited Common Area and Facilities as such undivided interest is determined by law for purposes of returning taxes. If no provision is made by law or the taxing authorities for the determination of an Owner's share of the undivided interest in the Common Area and Facilities and Limited Common Area and Facilities, each Owner

shall return that percentage of the undivided interest in the Common Area and Facilities and Limited Common Area and Facilities attributable to his Unit under EXHIBIT "C".

Section 3. Special Assessments. In addition to the annual Assessments, the Association may levy, in any calendar year, special Assessments for the purpose of supplementing the annual Assessments, if the same are inadequate to pay the Common Expenses, and of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of the Limited Common Area and Facilities, the Common Area and Facilities, including the necessary fixtures and personal property related thereto; provided, however, that any such special Assessment shall have the assent of two-thirds of the votes represented, in person or by proxy, at a meeting at which a quorum is present, duly called for the express purpose of approving such expenditure, written notice of which shall be sent to all Owners not less than ten (10) days nor more than sixty (60) days in advance of the meeting, which notice shall set forth the purpose of the meeting. Special Assessments shall be fixed against the Units according to their Percentage Interests; the period of the Assessment and manner of payment shall be determined by the Board.

Section 4. Date of Commencement of Annual Assessment; Due Dates. Although the annual Assessment is calculated on a calendar year basis, each Owner of an Apartment Unit shall be obligated to pay to the Treasurer of the Association such Assessment in equal monthly installments on or before the first day of each month during such calendar year.

The Assessments provided for in this Article IV shall, as to each Apartment Unit, commence upon the conveyance thereof (the commencement date). The Grantor shall, for all unconveyed Units in any particular phase, commence payments on same the first month following conveyance of any Unit in such phase. The first payment of the Assessment for each such Unit shall be an amount equal to three monthly payments for the fiscal year in progress on such commencement date, the purpose of which shall be to assist in the establishing of a working capital account.

The Association shall, upon demand at any time, furnish to any Apartment Owner liable for any such Assessment a certificate in writing signed by an officer of the Association, setting forth whether the same has been paid. A reasonable charge, as determined by the Board, may be made for the issuance of such certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien, Remedies of Grantor. If an Assessment is not paid on the date when due, as hereinabove provided, then such Assessment, together with such interest thereon and any cost of collection thereof as hereafter provided, shall be a charge and continuing lien on the Unit to which it relates, and shall bind such property in hands of the Apartment Owner, his heirs, legal representatives, successors, and assigns. The personal obligation of the Apartment Owner to pay such Assessment, however, shall remain his personal obligation and if his successor in title assumes his personal obligation, such prior Apartment Owner and his successor in title who assumes such liabilities shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Apartment Owner and his successor in title.

Any such Assessment ~~not~~ paid by the 10th of the month within which such Assessment is due shall bear interest from such date (the "delinquency date") at the maximum legal rate allowable under South Carolina law. The Association may bring legal action against the

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Apartment Owner personally obligated to pay the same or foreclose its lien against the Apartment Unit to which it relates or pursue either such course at the same time or successively. In any such event, the Association shall also be entitled to recover attorneys' fees actually incurred but not exceeding fifteen percent (15%) of the amount of the delinquent Assessment and all other costs of collection. Each Apartment Owner, by his acceptance of a deed or other conveyance to an Apartment Unit, vests in the Association or its agent the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding at law or in equity. The Association shall have the power to bid in the Unit at any foreclosure sale and to require, hold, lease, mortgage and convey the same. No Apartment Owner may be relieved from liability from the Assessments provided for herein by abandonment of his Apartment Unit or otherwise.

Section 6. Subordination of the Charges and Liens to Mortgages.

(a) The lien and permanent charge for the annual and special Assessments (together with interest thereon, attorney fees and any cost of collection) authorized herein with respect to any Unit is hereby made subordinate to the lien of any mortgagee or his assigns placed on such Apartment Unit.

(b) Such subordination is merely a subordination and shall not relieve the Apartment Owner of the mortgaged property of his personal obligation to pay all Assessments coming due at a time when he is the Apartment Owner, shall not relieve such property from the lien and permanent charge provided for herein (except as to the extent of subordinated lien and permanent charge is extinguished as a result of such subordination or against a mortgagee or such mortgagee, assignee or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a foreclosure sale or pursuant to any other proceeding in lieu of foreclosure shall relieve any existing or previous Apartment Owner of such property of any personal obligation or relieve subsequent Apartment Owners from liability for any Assessment coming due after such sale or transfer.

(c) Notwithstanding the foreclosure, the Association may in writing, at any time, whether before or after any mortgage or mortgages are placed on such property, waive, relinquish or quitclaim, in whole or in part, the right of the Association to Assessments provided for hereunder with respect to such property coming due during the period while such property is or may be held by mortgagee or mortgagees pursuant to said sale or transfer.

Section 7. Exempt Property. No Unit and its appurtenant Percentage Interest shall be exempt from said Assessments.

ARTICLE V

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Board of Directors or its authorized agent shall obtain insurance for all of the improvements on the property (excepting the personal property of the Apartment Owners, their guests and lessees and all improvements and betterments made by such Owners at their expense) against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full cost of any repair, reconstruction or replacement in the event of damage or destruction from any such hazard and shall also obtain a public liability policy covering the General Common Area and Facilities, Limited Common Area and Facilities and all damage or injury caused by the negligence of the Association or any of its agents, which public liability policy shall be in the minimum amount of One Million (\$1,000,000) Dollars. Premiums for all such insurance shall be Common Expenses, and paid by the Association. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association for the Owners of the Units in same percentage as the Percentage Interest appurtenant to their Units. Such insurance policies shall comply with the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in the State of South Carolina and holding a rating of "AAA" or better by Best's Insurance Reports.

(b) All policies shall be for the benefit of the Unit Owners and their mortgagees as their interests may appear.

(c) Provision shall be made for the issuance of a certificate of insurance to each Owner and his mortgagee, if any, which shall specify the proportionate amount of such insurance attributable to the particular Owner's Unit.

(d) The original of all policies and endorsements thereto shall be deposited with the Association or the Trustee, which shall hold them subject to the provisions of Section 2 of this Article V.

(e) Exclusive authority to adjust losses under policies hereafter in force on the property shall be vested in the Board of Directors or its duly authorized agent; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations related thereto.

(f) In no event shall any recovery or payment under the insurance coverage obtained and maintained by the Board of Directors hereunder be affected or diminished by insurance purchased by individual owners or their mortgagees.

(g) Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of all of the Owners and their mortgagees, may realize under any insurance policy which the Board of Directors may have in force on the property at any particular time.

(h) Any Owner who obtains an individual insurance policy covering any portion of the property, other than on personal property belonging to such Owner and on improvements and betterments made by such an Owner at his expense, shall file a copy of such policy with the Board of Directors within 30 days after purchase of such insurance.

(i) Each Owner at his own expense may obtain on his Unit or the contents thereof title insurance, homeowner's liability insurance, theft and other insurance covering improvements, betterments and personal property damage and loss.

(j) The Board of Directors shall conduct an annual insurance review for the purposes of determining the full insurable value of the entire property including all dwellings, the Limited Common Area and Facilities and the General Common Area and Facilities, without respect to depreciation, of all improvements on the property (with the exception of improvements and betterments made by the respective Owners at their expense) by one or more qualified persons.

(k) The Board of Directors or its duly authorized agent shall make reasonable efforts to secure insurance policies that will provide for the following: (1) a waiver of subrogation by the insurer as to any claims against the Board of Directors, its duly authorized agents and the Owners and their respective servants, agents and guests; (2) a waiver of insurer's right to repair or reconstruct instead of paying cash; (3) a waiver of insurer's right to cancel, invalidate or suspend the policy on account of the acts of fewer than five Owners or the conduct of any director, officer or employee of the Association or its duly authorized agent without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its agent, any Owner or mortgagee; and (4) that any "other insurance" clause in the master policy or policies exclude individual owners' policies from consideration.

(l) Each Owner shall be required to notify the Board of Directors of all improvements made by such Owner to his Unit, the value of which is in excess of Three Thousand Dollars (\$3,000).

Section 2. No Partition. There shall be no judicial partition of the property or any part thereof, and Grantor and every person acquiring any interest in the property or any part thereof shall acquire the same subject to this Master Deed and shall be deemed to have waived any right to seek any such judicial partition until the happening of the conditions set forth in Section 4 of this Article V in the case of damage or destruction or until the property has been removed from the provision of the Act as provided for in this Master Deed.

Section 3. Trustee.

(a) All insurance policies purchased by and in the name of the Association by the Board of Directors shall provide that proceeds covering property losses shall be paid to the Association and/or Trustee. Immediately upon the receipt by the Association of such proceeds, the Association shall endorse the instrument by means of which such proceeds are paid and deliver such instrument to Trustee. The Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds, nor shall the Trustee have any obligation to inspect the property to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person. Said Trustee may or may not be appointed by the Snee Farm Lakes Homeowner's Association, Inc. If appointed, among other things, the duty of Trustee shall be to receive proceeds delivered to it and to hold such proceeds in trust for the benefit of the Owners and their mortgagees for the purposes of reconstruction, repair and replacement or distribution, as the case may be. An undivided share of such proceeds on account of damage or destruction to the General Common Area and Facilities and Limited Common Area and Facilities shall be allocated and assigned for the Owners in accordance with the Percentage Interest appurtenant to their Units. Proceeds on account of damage or destruction to Units shall be allocated and assigned for the Owners of the damaged or destroyed Units in proportion to the cost of repairing or reconstructing the damage or destruction suffered by each such Owner. In the event that a mortgagee endorsement has been issued as to any particular Unit, the share of such Unit Owner shall be held in trust for such Owner and his mortgagee as their interests may appear.

(b) Proceeds of insurance policies received by the Trustee shall be disbursed as follows:

(1) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof

as may be required for such purpose, shall be disbursed in payment for such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs shall be paid to the Association for the benefit of all Owners.

(ii) If it is determined, as provided in Section 4 of this Article V, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such persons as therein provided.

(iii) Any and all disbursements of funds by the Trustee for any purpose whatsoever shall be made pursuant to and in accordance with a certificate of the Association signed by the President or Vice President and attested by the Secretary or Assistant Secretary directing the Trustee to make the disbursements.

If the damage or destruction is to the General Common Area and Facilities and/or to the Limited Common Area and Facilities, and is to be repaired or reconstructed, said certificate shall also be signed by or on behalf of the mortgagee known by the Trustee to have the largest interest in or lien upon such General Common Area and Facilities and/or Limited Common Area and Facilities. If the damage or destruction is to one or more Units and is to be repaired or reconstructed, said certificate shall also be signed by or on behalf of the mortgagee or mortgagees, if any, known by the Trustee to have an interest in or lien upon such Unit or Units. The Trustee shall not incur liability to any Owner, mortgagee or other person for any disbursements made by it pursuant to and in accordance with any such certificates or written authorizations.

Section 4. Damage and Destruction.

(a) Immediately after all or any part of the property covered by insurance written in the name of the Association is damaged or destroyed by fire or other casualty, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty, with each Unit, the General Common Area and Facilities and the Limited Common Area and Facilities having the same vertical and horizontal boundaries as before.

(b) Any such damage or destruction to an Apartment Unit which does not render such Unit untenable shall be repaired unless all the Owners unanimously agree in writing not to repair, reconstruct or rebuild the property in accordance with provisions of the Act. Any such damage or destruction which renders any Apartment Unit untenable or uninhabitable, or any such damage or destruction to the General Common Area and Facilities and Limited Common Area and Facilities, shall be repaired and reconstructed unless at least 75 percent (75%) of the total vote of the Association, evidenced by a written agreement, within 60 days after the casualty vote not to repair or reconstruct. If for any reason the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction are not made available to the Association within said period of 60 days after the casualty, then such period shall be extended until such information shall be made available to the Association; provided, however, that said extension of time shall not exceed 90 days. No mortgagee shall have any right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed.

(c) In the event that it is determined by the Association in the manner prescribed above that the damage or destruction shall not be repaired or reconstructed, then and in that event (i) the property shall be deemed to be owned by the Unit Owners as tenants in common, (ii) the undivided interest in the property owned in common which shall appertain

to each Unit Owner shall be the percentage of Percentage Interest appurtenant to each Unit, (iii) any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of Percentage Interest of the Unit Owner, and (iv) the property shall be subject to an action for partition at the instance of any Unit Owner, in which event the net proceeds of sale shall be paid to the Trustee. Said net proceeds of sale, together with the net proceeds of the insurance on the property, shall be considered as one fund which, after paying all expenses of the Trustee, shall be divided among all of the Unit Owners in a percentage equal to the Percentage Interest appurtenant to their Units, after first paying out of the respective share of the Unit Owners, to the extent sufficient for such purpose, all liens on the undivided interest in the property owned by each Unit Owner. Disbursements to such Owners shall be made pursuant to certificates provided for in Section 3 of this Article V.

Section 5. Repair and Reconstruction.

(a) If the damage or destruction for which the insurance proceeds are paid to the Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall levy a special Assessment against the Owners of damaged or affected Units in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional Assessments may be made at any time during or following the completion of any repair or reconstruction. That portion of such Assessments levied against each Unit Owner shall be equal to that percentage computed by dividing the Percentage Interest appurtenant to such Owner's Unit by the total of the Percentage Interests appurtenant to all Units affected. (See Article IV, Section 3.)

(b) Any and all sums paid to the Association under and by virtue of those special Assessments provided for in paragraph (a) of this Section shall be deposited by the Association with the Trustee. Such proceeds from insurance and Assessments, if any, received by the Trustee shall be disbursed as provided in Section 3 of this Article V.

Section 6. Association as Agent. Each Owner by acquiring or holding an interest, equitable or legal, in any Apartment thereby expressly accepts and acknowledges the irrevocable appointment of the Association as his, her or its duly appointed agent for each Owner and for each owner of a mortgage or other lien upon an Apartment and for each Owner of any other interest in the Regime property to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment or satisfaction of claims.

ARTICLE VI

CONDEMNATION

Section 1. General. Whenever all or any part of the property shall be taken by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incidental thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Trustee. Unless otherwise required by law at the time of such taking, any award made therefor shall be disbursed by the Trustee, as hereinafter provided in this Article VI.

Section 2. General Common Area. If the taking is confined to the General Common Area and Facilities on which improvements shall have been constructed and if at least seventy-five percent (75%) of the total vote of the Association shall decide within 60 days after such taking to replace said improvements or any part thereof, on the remaining land included in the General Common Area and Facilities and according to plans therefor to be approved by the Association, then the Board of Directors shall arrange for such replacement and the Trustee shall disburse

the proceeds of such award in the same manner as they are required to disburse insurance proceeds where damage or destruction to the property is to be repaired or reconstructed as provided for in Article V hereof; subject, however, to the right hereby reserved to the Association, which may be exercised by a majority of the total vote thereof, to provide for the disbursement by the Trustee of the remaining proceeds held by it (after payment of all costs incidental to such replacement) to the Owners or any one or more of them in amounts disproportionate to the Percentages Interest appurtenant to their Units established herein, which disproportionate amounts shall correspond with the disproportionate damages sustained by the Owners or any one or more of them as the Association may determine. If at least seventy-five percent (75%) of the total vote of the Association shall not decide within 60 days after such taking to replace such improvements or if the taking is confined to the General Common Area and Facilities, on which no improvements shall have been constructed, then the Association or the Trustee, as the case may be, shall disburse the proceeds of the award in the manner hereinabove provided for the disbursement of the remaining proceeds of an award after payment of all costs incidental to replacement of improvements taken, including the right reserved to the Association to provide for the disbursement by the Trustee of the remaining proceeds held by it to the Owners in disproportionate amounts.

Section 3. Units. If the taking includes one or more Units, any part or parts thereof or the Limited Common Area and Facilities or parts thereof, to which a Unit has exclusive use, then the award shall be disbursed and all related matters, including, without limitation, alteration of the Percentage Interest appurtenant to each Unit, shall be handled pursuant to and in accordance with the consent of all Owners expressed in a duly recorded amendment to this Master Deed. In the event that such an amendment shall not be recorded within 90 days after such taking, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided for in Section 4 of Article V herein, whereupon the development will be terminated in the manner therein prescribed.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Approval Required for Changes. To preserve the original architectural appearance of Snee Farm Lakes Horizontal Property Regime, after the purchase of an Apartment Unit from Grantor, its successors or assigns, no exterior construction of any nature whatsoever, except as specified in the Condominium Documents, shall be commenced or maintained upon any building, including, without limitation, the Limited Common Area and Facilities, nor shall there be any change, modification or alteration of any nature whatsoever of the design and appearance of any of the exterior surfaces, patios, balconies or facades, nor shall any Owner paint, decorate or change the color of any exterior surface, door, fence or roof, nor shall any Owner change the design or color of the exterior lights, nor shall any Owner install, erect or attach to any part of the exterior any sign of any kind whatsoever, nor shall any exterior addition or change, including, without limitation, the generality of the foregoing, the erection or construction of any fence or wall, be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of exterior design, color and location in relation to the surrounding structures by the Board of Directors of the Association or by an architectural committee composed of three or more representatives appointed by the Board. Failure of the Board or its designated committee to approve or disapprove such plans and specifications within 30 days after their being submitted to it shall constitute approval. Disapproval of any such submitted change by the Architectural Committee appointed by the Board shall be conclusive.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. Responsibility of Association. Except as specifically provided to the contrary herein, the Association shall maintain, repair and replace, at its expense, all parts of the General Common Area and Facilities and Limited Common Area and Facilities, whether located inside or outside of the Apartment Unit, the cost of which shall be charged to the Unit Owners as a Common Expense subject to the provisions of Section 2 of this Article VIII. The Association shall have the irrevocable right, to be exercised by the Board of Directors or its agent, to have access to each Apartment Unit from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any of the General Common Area and Facilities and/or Limited Common Area and Facilities therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the General Common Area and Facilities, Limited Common Area and Facilities or to other Units.

Section 2. Responsibility of Owner. In the event that the Board of Directors should determine that the need for maintenance or repairs by the Association as provided for in Section 1 of this Article VIII is caused through the willful or negligent act of an Owner, his family, guests, tenants or invitees, the cost of which is not covered or paid for by insurance, then the cost, both direct and indirect, of such maintenance or repairs shall be added to and become a part of the assessment to which such Owner and his Unit is subject. Each Owner shall maintain, repair and replace at his own expense all portions of his Unit which may become in need thereof, including the heating and air-conditioning system for such Unit, all bathroom and kitchen fixtures and appliances, light fixtures, interior nonload-bearing walls, carpeting, draperies and other items within the Unit. Further, each Owner shall, at his own expense, maintain, repair and replace, when necessary, that portion of the air-conditioning system servicing his Unit which is located adjacent to his Unit, and each Owner shall, at his own expense, keep the Limited Common Area and Facilities to which his Unit has exclusive access and to which he has exclusive use clean and neat. If the Owner does not make those repairs to be made by him within thirty days from written demand from the Association, the same may be repaired by the Association and the cost thereof shall be assessed against the Unit owned by such Owner.

ARTICLE IX

UNIT RESTRICTION

Section 1. Residential Purposes. Buildings and all Units contemplated in the development shall be, and the same are hereby, restricted exclusively to residential use. No structures of a temporary character, trailer, basement, tent, shack, carport, garage, barn or other out-building shall be used as a residence on any portion of the property at any time.

Section 2. Construction and Sale Period. Anything contained herein to the contrary notwithstanding, it shall be permissible for Grantor to maintain, during the period of construction and sale of said Units, upon such portion of the property as the Grantor may deem necessary, such facilities as in the sole opinion of the Grantor may be reasonably required, convenient or incidental to the construction and sale of said Units, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office. This section shall apply to all future phases of Snee Farm Lakes as well as Phase I.

Section 3. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the property, except that dogs, cats or other household pets may be kept by the respective Owners in their respective Units provided that they are not kept,

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bred or maintained for any commercial purpose and do not endanger the health or, in the sole discretion of the Board of Directors, unreasonably disturb the Owner of any Unit or any resident thereof. Any dog that shall enter onto the General Common Area and Facilities shall be on a leash, quiet and under the control of the handler. No dogs may at any time be permitted to run loose.

Section 4. Signs and Business Activities. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the property, nor shall the property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Unit or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of the property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards of Grantor, its agents or assigns during the construction and sale period.

Section 5. Clotheslines, Garbage Cans, Etc. No outside clotheslines shall be permitted, and all garbage cans and similar items shall be kept screened so as to conceal them from view of neighboring units.

Section 6. Exterior Antennas. No exterior television or radio antennas shall be placed or permitted to remain on any improvements without prior written approval of the Board of Directors. The decision of the Board shall be conclusive.

Section 7. Boats and/or Boat Trailers, Utility Trailers, Campers, Motor Homes, Mobile Homes, Off-Road or Farm Machinery, Large Trucks or Commercial Vehicles. No boats and/or boat trailers, utility or motorcycle trailers, campers, motor or mobile homes, off-road or farm machinery, commercial vehicles or trucks or other vehicles having more than four wheels may be kept, maintained, parked, stored or allowed to remain in any part of the property, specifically including any and all parking areas.

Section 8. Leasing of Units. Units may be rented provided the occupancy is only by the lessee and his immediate family unless otherwise provided by the Association's Board of Directors. No less than all of a Unit may be rented. No lease shall be for less than thirty days (30) in duration. Any lease which is not authorized pursuant to the terms of this Master Deed shall be voidable at the option of any Owner or the Board of Directors (Association) until such time as same shall be approved by the Board of Directors. (If an Owner shall take no action on such unapproved or voidable lease within thirty days (30) after written notice by the Board, the Board may make a conclusive determination as to whether or not said lease shall be voided.

Section 9. Timesharing Not Permitted. No Apartment Unit with the subject Horizontal Property Regime shall be used for or submitted to vacation and/or timesharing plans as defined by Section 27-32-10 et seq. of the 1976 Code of Laws of South Carolina, as amended.

ARTICLE X

EASEMENTS

Section 1. Encroachments. If any portion of the General Common Area and Facilities and/or the Limited Common Area and Facilities encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the General Common Area and Facilities and/or the Limited Common Area and Facilities as a result of settling or shifting of a building, an easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. If any building, any Unit, any adjoining Unit or any adjoining part of the General Common Area and Facilities and/or the Limited Common Area and Facilities, shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments

of parts of the General Common Area and Facilities and/or the Limited Common Area and Facilities upon any Unit or of any Unit upon any other Unit or upon any portion of the General Common Area and Facilities and/or the Limited Common Area and Facilities due to such rebuilding shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

Section 2. Utilities, Etc. There is hereby granted a blanket easement upon, across, over and under all of the property for ingress, egress, installation, replacing, repairing and maintaining a master television antenna system and all utilities, including, but not limited to, water, gas, sewers, telephones and electricity. Such easements grant to appropriate utility companies the right to erect and maintain the necessary lines, cables, pipes and other necessary equipment on the property and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Units.

Section 3. Other. There is hereby granted to the Association, its directors, officers, agents and employees and to any Manager employed by the Association as provided for in Section 2 of Article V hereof, and to all policemen, firemen, ambulance personnel and all similar emergency personnel an easement to enter upon the property or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under this Section 3 of Article X shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner or Owners affected thereby.

Section 4. Grantor's Reservation of Easement. There is hereby reserved to RAC Enterprises, Inc., its successors and assigns, an unlimited easement for unlimited ingress and egress over, across and through the streets, entrances, exits and parking areas to provide access to possible future phases of development.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Amendment. Amendments to this Master Deed, except as herein expressly provided to the contrary, shall be proposed by the Board of Directors or by any member of the Association in accordance with the following procedure:

(a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered.

(b) Adoption. The Master Deed may be amended at any time and from time to time after notice ~~as hereinabove provided~~ has been given by a vote of not less than seventy-five percent (75%) of the total vote of the Association; provided, however, that if the Association shall vote to amend the By-Laws in any respect, such amendment shall be set forth in an amendment to this Master Deed and shall be valid when approved by a vote of not less than seventy-five percent (75%) of the total vote of the Association.

(c) Recording. A copy of each amendment provided for in this Section 1 shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective when recorded in the R.M.C. Office for Charleston County.

(d) Expandable Regime Exception. As an express exception to the amendment procedure hereinabove enumerated, the Grantor may elect to expand the Horizontal Property Regime as provided herein, as and when such additional property is submitted to this Regime, without the consent of any Co-Owner or lien holder. Any such amendment shall become effective upon its filing in the R.M.C. Office for Charleston County, South Carolina.

Section 2. Termination. The Regime may be terminated and the property removed from the provisions of the Act in the following manner:

(a) Agreement. All of the Unit Owners may remove the property from the provisions of the Act by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case, by instruments duly recorded, that their liens be transferred so as to affect and be a lien upon only the Percentage Interest appurtenant to the Unit subject to such lien.

(b) Destruction. In the event it is determined in the manner provided in Section 4 of Article V hereof that the property shall not be repaired or reconstructed after casualty, the Regime will be terminated and the Condominium Documents revoked. The determination not to repair or reconstruct after casualty shall be evidenced by a certificate of the Association certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the R.M.C. Office for Charleston County.

(c) Condemnation. In the event that one or more Units, any part or parts thereof or the Limited Common Area and Facilities or parts thereof to which a Unit has exclusive use shall be taken by any authority having the power of eminent domain and the consent of all Owners as provided in Section 3 of Article VI hereof shall not be expressed in an amendment to this Master Deed duly recorded within ninety days (90) after such taking, the Regime will be terminated and the Condominium Documents revoked. Such taking shall be evidenced by a certificate of the Association certifying as to facts effecting the termination, which certificate shall become effective upon being recorded.

(d) Termination. In the event this Regime is hereafter terminated by vote of its member owners or by operation of law, the then existing owners in fee of the individual units shall own the common elements (areas) as tenants in common.

Section 3. Covenants Running with the Land. All provisions of this Master Deed shall be construed to be covenants running with the land and with every part thereof and interest therein, including, but not limited to, every Unit and the appurtenances thereto; and each and every provision of the Master Deed shall bind and inure to the benefit of all Unit Owners and claimants of the land or any part thereof or interest therein and their heirs, executors, administrators, successors and assigns.

Section 4. Duration. So long as South Carolina law limits the period during which covenants restricting lands to certain uses may run, it shall be the duty of the Board of Directors to cause the covenants contained herein, as amended from time to time, to be extended when necessary by filing a document bearing the signatures of a majority of the then Owners reaffirming and newly adopting the Master Deed and covenants then existing in order that the same may continue to be covenants running with the land. Such adoption by a majority shall be binding on all, and each Owner of any Unit, by acceptance of a deed therefor, is deemed to agree that the Master Deed and covenants may be extended as provided in this Section 4.

Section 5. By-Laws. A true copy of the By-Laws of the Association, which together with this Master Deed shall govern the administration of the Regime, is attached hereto as EXHIBIT "E" and, by reference, made a part hereof.

Section 6. Enforcement. Each Owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Master Deed or in the deed to his Unit. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages

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or injunctive relief, or both, maintainable by the Board of Directors on behalf of the Association or by an aggrieved Owner. Failure by the Association or by any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 7. Severability. Invalidation of any covenant, restriction or other provision of this Master Deed or the By-Laws shall not affect the validity of the remaining portions thereof, which shall remain in full force and effect.

Section 8. Perpetuities and Restraints on Alienation. If any of the covenants, conditions, restrictions or other provisions of this Master Deed shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivors of the now-living descendants of Ronald Reagan, President of the United States.

Section 9. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provision hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 10. Agent for Service of Process. In accordance with the provisions of the Act, Baxter B. Kelly, III, Esquire, of Charleston County, South Carolina, is hereby designated to receive service of process. The address of the said Registered Agent is the Kelly Building, 940 Highway 17 By-Pass, P. O. Box 1341, Mt. Pleasant, South Carolina, 29464. In the event of said agent's death, resignation or removal, his successor shall be appointed by the Board of Directors of the Association by an instrument duly recorded in the R.M.C. Office for Charleston County, South Carolina.

Section 11. Headings. The headings appearing herein are intended for purposes of convenience only and are not to be considered in construing this instrument.

ARTICLE XII

ASSIGNED VALUE AND UNIT VOTE

Section 1. Unit and Property Values. The Master Plan contained in EXHIBIT "C" attached hereto shows the value of each Unit as of the date this Master Deed is recorded and the percentage of undivided interest in the General Common Area and Facilities and Limited Common Area and Facilities appurtenant to such Unit for all purposes. The value of the property is equal to the total value of all Units together with the value of the Percentage Interest in the General Common Area and Facilities and Limited Common Area and Facilities appurtenant to such Units, all as shown on EXHIBIT "C".

Section 2. Unit Votes. Each Unit shall be entitled to a vote in the Association and for all other purposes herein equivalent to the Percentage Interest appurtenant to such Unit, and such vote shall be exercisable by the Owner or Owners of such Unit through the member assigned to represent such Unit pursuant to Section 3 of Article I of the By-Laws.

ARTICLE XIII

Section 1. Rights of Eligible Mortgage Holders and Eligible Insurers or Guarantors. An eligible mortgagee is defined as a first mortgagee who has given notice to the Snee Farm Lakes Homeowner's Association, Inc., to be informed of certain matters from the Association.

Upon written request to the Snee Farm Lakes Homeowner's Association, Inc., identifying the name and address of the holder, insurer or guarantor

and the unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects a material portion of the project or any unit estate on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor which remains uncured for a period of 60 days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Snee Farm Lakes Homeowner's Association, Inc., or any proposed action requiring consent of a specified percentage of eligible mortgage holders. Further, any eligible mortgage holder, insurer or guarantor may, upon written notice, receive, without charge, a financial statement of the Association for the immediate preceding year.

Section 2. Other Provisions for Eligible Mortgage Holders.
To the extent permitted by applicable law, eligible mortgage holders shall also be afforded the following rights:

(a) Any restoration or repair of the project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the declaration and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on unit estates which have at least fifty-one (51%) percent of the votes of unit estates subject to eligible holder mortgages.

(b) Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property must require the approval of eligible holders holding mortgages on unit estates which have at least fifty-one (51%) percent of the votes of unit estates subject to eligible holder mortgages.

(c) Unless the formula for reallocation of interests in the common areas after a partial condemnation or partial destruction of a condominium project is fixed in advance by the constituent documents or by applicable law, no reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of such a project may be effected without the prior approval of eligible holders holding mortgages on all remaining unit estates whether existing in whole or in part and which have at least fifty-one (51%) percent of the votes of such remaining unit estates subject to eligible holder mortgages.

Section 3. Amendment of Documents. The following provisions do not apply to amendments to the Master Deed or termination of the condominium regime made as a result of destruction, damage or condemnation or to a reallocation of interests in the common areas which might occur pursuant to any plan of expansion or phased development contained in this Master Deed:

(a) The consent of owners of unit estates to which at least sixty-seven (67%) percent of the votes in the Owners Association are allocated and the approval of eligible holders holding mortgages on unit estates which have at least sixty-seven (67%) percent of the votes of unit estates subject to eligible holder mortgages shall be required to terminate the legal status of the project as a condominium.

(b) The consent of the owners of unit estates to which at least sixty-seven (67%) percent of the votes in the Snee Farm Lakes Homeowner's Association, Inc., are allocated and the approval of eligible holders holding mortgages on unit estates which have at least fifty-one (51%) percent of the votes of unit estates subject to eligible holder mortgages

shall be required to add or amend any material provisions of the Master Deed which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the common areas (or units, if applicable);
- (4) Insurance or Fidelity Bonds;
- (5) Rights to use of common areas;
- (6) Responsibility for maintenance and repair of the several portions of the project;
- (7) Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project, except as reserved to the Grantor herein;
- (8) Boundaries of any Unit;
- (9) The interests in the general or limited common areas;
- (10) Convertibility of units into common areas or of common areas into units;
- (11) Leasing of units;
- (12) Imposition of any right of first refusal or similar restriction on the right of a unit estate owner to sell, transfer, or otherwise convey his or her unit;
- (13) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on units.

IN WITNESS WHEREOF, Grantor has executed this Master Deed this 14th day of June, 1982.

WITNESSES:

RAC ENTERPRISES, INC.

[Signature] BY: Robert A. Causey
 Robert A. Causey, its President

ATTESTED:

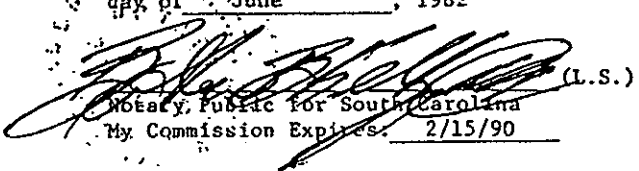
Robert A. Causey
 Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

P R O B A T E

PERSONALLY APPEARED BEFORE ME Christine S. Houke,
who, being duly sworn, deposes and says that (s)he saw the within-named
RAC Enterprises, Inc., by Robert A. Causey, its President, sign, seal
and as its act and deed, deliver the within-written instrument for the
uses and purposes therein mentioned and that (s)he with Baxter B.
Kelly, III, witnessed the execution thereof.

SWORN TO BEFORE ME THIS 14th
day of June, 1982

 (L.S.) Christine S. Houke
Notary Public for South Carolina
My Commission Expires 2/15/90

ELECTRONICALLY FILED - 2021 Apr 05 3:37 PM - CHARLESTON - COMMON PLEAS - CASE#2018CP1002764

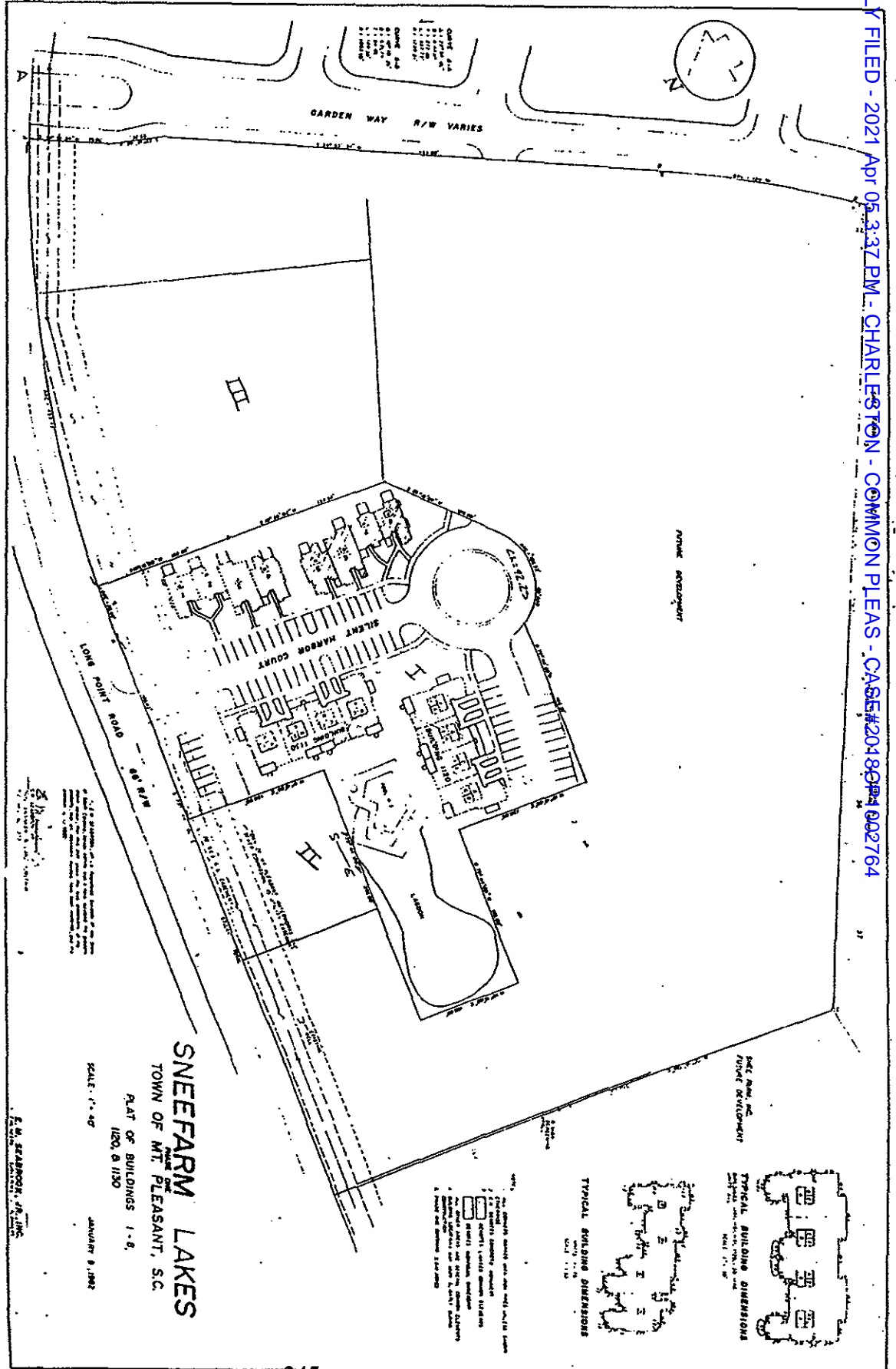


EXHIBIT "B"

LIMITED COMMON AREAS and FACILITIES

The Limited Common Areas and Facilities within Phase I of Snee Farm Lakes Horizontal Property Regime (expandable) are shown on the attached plans by E. C. Wiggins, Jr., Registered Architect, as darkened (shaded) areas, the use of which is limited as set forth in Article III, Section 3(f) of the Master Deed.

3K R 128 PG 268

EXHIBIT "C"

PHASE I

(Value \$1,975,000)

<u>Type of Apartment</u>	<u>Number of Type</u>	<u>Sales Value</u>	<u>Undivided Percentage in Common Elements</u>	
A	2	\$67,250	.034051	
B	2	55,600	.028152	
C	2	54,500	.027595	
D	2	56,600	.028658	Building 1120 Types A through L
E	2	55,100	.027899	
F	2	57,000	.028861	Building 1130 Types A through L
G	2	56,600	.028658	
H	2	55,100	.027899	Units 1 through 8
I	2	57,000	.028861	Types M through P
J	2	67,250	.034051	
K	2	54,500	.027595	Pool Number 3
L	2	55,600	.028152	
M	2	72,500	.036709	[Phase I has 32 units]
N	2	85,500	.043291	
O	2	65,900	.033367	
P	2	71,500	.036203	

32

3KFR 128PGZ00

EXHIBIT "C"

PHASE II

(Cumulative Value \$2,667,100)

<u>Type of Apartment</u>	<u>Number of Type</u>	<u>Sales Value</u>	<u>Undivided Percentage in Common Elements</u>	
A	3	\$67,250	.025215	
B	3	55,600	.020847	
C	3	54,500	.020434	
D	3	56,600	.021222	Building 1120 Types A through L
E	3	55,100	.020659	
F	3	57,000	.021372	Building 1130 Types A through L
G	3	56,600	.021222	
H	3	55,100	.020659	Building 1141 Types A through L
I	3	57,000	.021372	
J	3	67,250	.025215	Units 1 through 8
K	3	54,500	.020434	
L	3	55,600	.020847	Pool Number 3
M	2	72,500	.027183	
N	2	85,500	.032057	[Phase I & II have 44 units]
O	2	65,900	.024708	
P	2	71,500	.026808	

2
44

3K: M 120

EXHIBIT "C"

PHASE III

(Cumulative Value \$3,257,900)

<u>Type of Apartment</u>	<u>Number of Type</u>	<u>Sales Value</u>	<u>Undivided Percentage in Common Elements</u>	
A	3	\$67,250	.020642	
B	3	55,600	.017066	
C	3	54,500	.016729	Building 1120
D	3	56,600	.017373	Types A through L
E	3	55,100	.016913	Building 1130
F	3	57,000	.017496	Types A through L
G	3	56,600	.017373	Building 1141
H	3	55,100	.016913	Types A through L
I	3	57,000	.017496	Units 1 through 8
J	3	67,250	.020642	
K	3	54,500	.016729	Units 25 through 32
L	3	55,600	.017066	
M	4	72,500	.022254	Pools 2 and 3
N	4	85,500	.026244	
O	4	65,900	.020228	[Phases I through III have 52 units]
P	<u>4</u> 58	71,500	.021947	

EXHIBIT "E"

BY-LAWS

OF

SNEE FARM LAKES HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

NAME, LOCATION AND MEMBERSHIP

Section 1. Name. The name of the association is Snee Farm Lakes Homeowner's Association, Inc. (the "Association").

Section 2. Location. The principal office of the Association shall be located at 749 Bowman Road, Mt. Pleasant, South Carolina, but meetings of the Board of Directors may be held at such places designated by the Board in accordance with the provisions of these By-Laws.

Section 3. Membership. Each and every record owner of a fee or undivided fee interest in Snee Farm Lakes, A Horizontal Property Regime (expandable), shall be a member of the Association, excluding persons who hold such interest under a deed to secure debt, mortgage or deed of trust. Membership in the Association shall be confined to such Co-Owners and shall be appurtenant to and inseparable from Apartment ownership. Such Co-Owners or Co-Owners of each Apartment Unit shall designate, in writing delivered to the Secretary, one member of the Association from among such Co-Owner or Co-Owners of such Unit or a member of the immediate family of such Co-Owner or Co-Owners, and such member shall represent the Co-Owner or Co-Owners of such Unit in connection with the activities of the Association and exercise the voting rights thereof. Such designation shall be valid until revoked, in writing delivered to the Secretary, or until such Co-Owner sells his Apartment Unit, whichever event shall first occur. Such designation shall constitute the delivery of a revocable proxy. No Apartment Unit Co-Owner shall be required to pay any initiation fee whatsoever for his membership.

Section 4. Suspension of Membership and Voting Rights. During any period in which a Co-Owner or Co-Owners of an Apartment Unit shall be in default of the payment of any annual or special Assessment levied by the Association, the voting rights of the member designated by such Co-Owner or Co-Owners and the rights of such Co-Owner or Co-Owners, the members of their family or families and the tenants who reside in such Co-Owner's or Co-Owners' Apartment Unit, to use and enjoy the Common Area and Facilities and Limited Common Area and Facilities may also be suspended by the Board of Directors until such time as the Assessment has been paid. Such rights may also be suspended by the Board of Directors for the violation of the published rules and regulations with respect to the use of the Common Area and Facilities and the Limited Common Area and Facilities as published from time to time by the Board of Directors. Such rules shall be kept in the Office of the Association as a matter of record, and copies thereof shall be furnished to any Apartment Unit Co-Owner on request.

Section 5. Applicability. These By-Laws are established pursuant to the "Horizontal Property Act", 1976, South Carolina Code of Laws, Section 27-31-150 et seq., are applicable to Snee Farm Lakes Horizontal Property Regime, Common Area and Facilities, Limited Common Area and Facilities and the Association, and are binding on all Apartment Unit Co-Owners, their families, tenants and guests, and any other person residing in or occupying an Apartment Unit. Each and every person who accepts a deed to, a lease of or who occupies any Apartment Unit thereby consents to be bound by the provisions of these By-Laws.

Section 6. Expandable Regime. These By-Laws take express cognizance that Snee Farm Lakes is an expandable regime, and should the present Regime be expanded by merger, then, in that event, Co-Owners of Apartment Units in future phases would automatically become members of the Association, which would have the effect of reducing the Percentage Interest of the Co-Owners in Phase I, all of which is fully set forth in the Master Deed.

ARTICLE II

DEFINITIONS

Section 1. Definitions. The terms used in these By-Laws, unless the context requires otherwise or unless otherwise specified herein, shall have the same meaning as in the recorded Master Deed for Snee Farm Lakes, a South Carolina Horizontal Property Regime, to which these By-Laws are annexed.

ARTICLE III

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Delegation of Property Rights. Each member of the Association shall be entitled to the use and enjoyment of the Common Area and Facilities and the Limited Common Area and Facilities as provided in the Master Deed. Any member may assign his rights of enjoyment and use of the Common Area and Facilities and the Limited Common Area and Facilities to the members of his immediate family, to his guests or to his tenants who reside in his Apartment Unit. Such member shall notify the Secretary of the Association in writing of the name or names of any such assignees. The rights and privileges of such assignees are subject to suspension to the same extent as those of the member.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Place of Meeting. Meetings of the Association shall be held at 749 Bowman Road, Mt. Pleasant, South Carolina, at such suitable place convenient to the members as may be designated by Grantor with regard to the first annual meeting and by the Board of Directors with regard to all subsequent meetings.

Section 2. Annual Meeting. The first annual meeting of members shall be called by Grantor and shall be held on the first Tuesday of November, 1982, at 7:00 p.m. in Mt. Pleasant, South Carolina. Thereafter, regular annual meetings shall be held on the first Tuesday in November of each calendar year at seven (7:00) p.m., unless otherwise provided by the members at any previous meeting. If the date of the annual meeting shall fall on a legal holiday, the meeting shall be held at the same hour on the next following Tuesday.

Section 3. Special Meetings. Special meetings of the Association may be called at any time by the President or by resolution of the Board of Directors or upon the receipt by the Secretary of a petition signed by members holding greater than forty (40%) percent of the total vote of the Association. The call of a special meeting shall be by notice stating the date, time, place, purpose and order of business of such special meeting.

Section 4. Notice of Meetings. The Secretary shall mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member at the last address of such member furnished to the Secretary at least ten (10) but not more than twenty (20) days prior to such meeting. Mailing notice as herein provided shall be deemed delivery thereof. Any member may waive notice of the meeting in writing either before or after the meeting.

Attendance of a member at a meeting, either in person or by proxy, except for the purpose of stating, at the beginning of the meeting, any objection to the transaction of business, shall constitute waiver of notice and any objection of any nature whatsoever as to the transaction of any business at such meeting. Notice given to one tenant in common or joint tenant shall be deemed notice to all such Co-Owners. (There is no conflict between this section and the time requirements of Article IV, Section 3 of the Master Deed.)

Section 5. Order of Business. The order of business at each annual meeting shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees, if any.
- f. Election of directors, if applicable.
- g. Unfinished business.
- h. New business.

Section 6. Quorum. At all meetings, regular or special, a quorum shall consist of the presence in person or by proxy, of members holding greater than fifty (50%) percent of the total vote of the Association. If a quorum shall not be present at any meeting, a majority vote of that percentage present, in person or by proxy, may adjourn the meeting from time to time until a quorum can be obtained. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

~~***~~ Section 7. Voting Rights. The Association shall have one class of voting membership, which shall consist of all Co-Owners of Apartment Units in Snee Farm Lakes, a South Carolina Horizontal Property Regime. The person designated by the Co-Owner or Co-Owners of each Apartment Unit shall be entitled to cast the number of votes equal to the Percentage Interest appurtenant to the Apartment Unit owned by such Co-Owner or Co-Owners. Said percentage is set forth in the Master Deed and shall not be divisible nor may the vote thereof be cast in part. In addition to those voting rights granted herein and any provisions herein or in the By-Laws to the contrary notwithstanding, RAC Enterprises, Inc., shall have the following rights and powers:

(i) Until such time as RAC Enterprises, Inc., has sold, conveyed or otherwise disposed of seventy-five (75%) percent of all Apartment Units located in Phase I and the same percentage of Units in each subsequent phase of Snee Farm Lakes, if added to expand the Regime, but no later than December 31, 1988, the Grantor shall retain the right to exercise all voting rights of the members of the Association and to perform all of its duties and functions.

(ii) Until such time as RAC Enterprises, Inc., has sold, conveyed or otherwise disposed of all Apartment Units, including models, located in Phase I of Snee Farm Lakes, a South Carolina Horizontal Property Regime, the Master Deed and/or the By-Laws shall not be changed, altered, amended or revoked with regard to the method of selecting the managing agent, the imposition of Assessments, the repair or reconstruction of any Apartment Unit, the method and procedure of adopting rules and regulations pertaining to the conduct of members and the use of the Common Area and Facilities and Limited Common Area and Facilities without the express written approval of RAC Enterprises, Inc., first had and obtained. Any such attempted change shall be void.

Section 8. Proxy. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the designated time of each meeting.

Section 9. Majority Vote. Acts authorized, approved or ratified by the casting of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall constitute the acts of the Association, except where a higher percentage vote is required by these By-Laws or by law, and shall be binding for all purposes.

Section 10. Actions Without Meeting. Any action which may be taken at a meeting of the membership may be taken without a meeting if a consent or ratification, in writing, setting forth the action so taken or to be taken shall be signed by persons who would be entitled to cast seventy-five (75%) percent of the votes of membership of the Association at a meeting and such consent is filed with the Secretary of the Association and is inserted in the Minute Book thereof and made a part of the permanent records of the Association.

ARTICLE V

BOARD OF DIRECTORS, NUMBER, POWERS, MEETINGS

Section 1. Number. The business and affairs of the Association shall be governed by a Board of Directors (herein sometimes referred to as the "Board"), all of whom, after RAC Enterprises, Inc., has sold seventy-five (75%) percent of the Apartment Units in Phase J of Snee Farm Lakes, a South Carolina Horizontal Property Regime, and the terms of the nominees of RAC Enterprises, Inc., expire, shall be Co-Owners of the Apartment Units in the Regime at all times during their term as directors. The initial Board shall consist of three (3) individuals appointed by RAC Enterprises, Inc. Each of these directors appointed by RAC Enterprises, Inc., shall serve an initial term lasting one (1) year. If for any reason any initial director is unable to continue to serve on the Board, the Board will choose the individual(s) to fill the vacated position(s) for the duration of the term. From and after the date of the first annual meeting of the Association, there shall be three (3) directors. Each director shall be at least twenty-five (25) years of age, and any qualified director may be re-elected. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified.

Section 2. Powers and Duties. The Board of Directors shall manage and direct the affairs of the Association and, subject to any restrictions imposed by law, by the Master Deed or these By-laws, may exercise all the powers of the Association. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Master Deed or these By-Laws as it may deem necessary or appropriate in the exercise of its powers, including, without limitation, the collection of assessments and charges from the owners, the establishment and amendment from time to time of reasonable regulations governing the use of the Common Area and Facilities and the Limited Common Area and Facilities, and the employment and dismissal of personnel necessary for the maintenance and operation of the Common Area and Facilities and Limited Common Area and Facilities. Additionally, the Board of Directors may require that all employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

Section 3. Management. The Board of Directors may employ for the Association a managing agent under such terms and conditions as the Board may authorize; provided, however, the Board shall not delegate to such agent the complete and total responsibility of the Association in violation of the Board's duties. Such managing agent shall have such duties and shall receive such compensation as determined by the Board.

Section 4. Election and Term of Office. At the second (2nd) annual meeting of the Association and at each annual meeting thereafter, the members shall elect three (3) directors to hold office until the next succeeding annual meeting.

Section 5. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association. Vacancies caused by removal shall be filled by vote of the Association at the same meeting at which a director or directors were removed.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors, other than those appointed by RAC Enterprises, Inc., for the initial one-year (1) term, may be removed with or without cause by a vote of eighty (80%) percent of the total Percentage Interests authorized to vote thereon, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by any Co-Owner or Co-Owners shall be given an opportunity to be heard at such meeting. Sale of his Apartment Unit by a director shall automatically terminate his directorship as of the date of such sale.

Section 7. Regular Meeting. The first regular meeting of the Board of Directors shall be held immediately following the first annual meeting of the members of the Association, and regular meetings thereafter shall be held on such dates and at such place and hour, but not less frequently than quarterly, as may be fixed from time to time by resolution of the Board. Notice of regular meetings of the Board shall be given to each director, personally or by mail or telephone, at least three (3) days prior to the day of such meeting; provided, however, notice of the first regular meeting shall not be required to be given to the directors provided that a majority of the Board is present at such meeting. Should any such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally or by mail or telephone, which notice shall state the date, time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) directors.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors any director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the date, time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 10. Quorum. At all meetings of the Board of Directors, a majority of the then qualified directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. Compensation. No director shall receive compensation for any service he may render to the Association nor shall the Association make any loan, directly or indirectly, to a director; provided, however, a director may be reimbursed for the expenses incurred by him in the performance of his duties.

Section 12. Action by Board Without A Meeting. The Board of Directors shall have the right to take any action which it could take at a meeting by obtaining the written approval of all directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 13. Liability of Directors. To the extent not expressly forbidden by South Carolina Statutory Law, no director shall be liable to any Co-Owner for injury or damage caused by such director in the performance of his duties unless due to the willful misfeasance or malfeasance of such director. Furthermore, each director shall be indemnified by the Association against all liabilities and expenses, including attorneys' fees, reasonably incurred and imposed upon him in connection

with any proceeding to which he may be a party or in which he becomes involved by reason of his being or having been a director of the Association, whether or not he is a director of the Association at the times such expenses and liabilities are incurred, except in such cases where the director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association.

ARTICLE VI

OFFICERS

Section 1. Number and Election. There shall be elected annually by and from the Board of Directors a President (who shall also be Chairman of the Board), a Secretary and a Treasurer. The office of Secretary and Treasurer may be filled by the same person. The directors may also elect from time to time such other officers or appoint such committees as their judgment may be needed, which officers or committee members need not be directors but who shall be members of the Association.

Section 2. Removal and Vacancies. Except as herein provided to the contrary, the officers shall be elected annually and hold office until the next annual meeting of the Association. A vacancy in any office may be filled by the Board at its next meeting. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 3. Duties. The duties of the officers shall be as follows:

(a) President. The President shall be the chief executive officer and shall preside at all meetings of the Board of Directors and the Association, shall see that orders and resolutions of the Board are carried out, shall appoint committees consisting of members of the Association as in his opinion is necessary, shall co-sign with the Treasurer all checks, promissory notes and similar documents, if any, and shall perform such other duties as may be delegated to him by the Board. He shall have all the general powers and duties which are incident to the office of President of a corporation consistent with South Carolina Code Section 33-13-130 (1976), and control and management of the Association in accordance with such Code and these By-Laws.

(b) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Association, keep appropriate current records showing the members of the Association together with their addresses and designating those members entitled to vote, keep custody of and attest the seal of the Association, and perform such other duties as may be required of him by the Board or incident to the office of Secretary of a corporation under South Carolina Code Section 33-13-130 (1976).

(c) Treasurer. The Treasurer shall be responsible for the funds of the Association, shall co-sign with the President all checks, promissory notes and similar documents, shall maintain full and accurate fiscal accounts and records and shall perform such other duties as may be designated by the Board of Directors or incident to the office of Treasurer of a corporation under South Carolina Code Section 33-13-130 (1976). (Nothing shall prevent the Board from authorizing the collection of assessments by an accounting or management firm or the billing of such assessments to members of the Association by said firm.)

Section 4. Compensation. Officers shall not be compensated on a regular basis for the usual and ordinary services rendered to the Association incident to their offices, nor shall the Association make loans, directly or indirectly, to any officer of the Association. The officers may be reimbursed for reasonable expenses incurred on behalf of the Association.

Section 5. Liability of Officers. To the extent not expressly forbidden by South Carolina Statutory Law, no officer shall be liable to any Co-Owner for injury or damage caused by such officer in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer. Furthermore, each officer shall be indemnified by the Association against all liabilities and expenses, including attorneys' fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be a party or in which he becomes involved by reasons of his being or having been an officer of the Association, whether or not he is an officer of the Association at the times such expenses and liabilities are incurred, except in such cases where the officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association.

ARTICLE VII

OBLIGATIONS OF THE CO-OWNERS

Section 1. Agreements. All Co-Owners are obligated to pay monthly assessments imposed by the Association as provided in the Master Deed to meet Common Expenses, which may include the expense of liability insurance coverage and/or hazard insurance coverage for repair and reconstruction. A Co-Owner is required to reimburse the Association for any expense incurred by it in repairing or replacing Common Elements and/or Limited Common Areas and Facilities damaged by such Co-Owner, members of his family residing with him, his guests or invitees.

Section 2. Maintenance and Repair.

(a) All maintenance of and repair to any Apartment Unit, whether structural or non-structural, ordinary or extraordinary, other than maintenance of and repair to any Common Elements contained therein or any Limited Common Area and Facility adjacent and appurtenant thereto, and not necessitated by the misuse or neglect of the Co-Owner or Co-Owners of another Apartment Unit, shall be made by the Co-Owner or Co-Owners thereof, and such Co-Owner or Co-Owners shall keep the same in good condition and repair. Each such Co-Owner shall be responsible for any and all damage to any and all other Apartment Units, to the Common Elements and Limited Common Area and Facilities caused by his failure to do so.

(b) All maintenance, repairs and replacements to the Common Elements and Limited Common Area and Facilities, whether located inside or outside of the Apartment Units, unless necessitated by the negligence, misuse or neglect of the Co-Owner or Co-Owners of an Apartment Unit, in which case the cost shall be borne by the Co-Owner or Co-Owners of such Apartment Unit, shall be made by the Association or at its direction and shall be charged to the members thereof as a Common Expense.

Section 3. Right of Entry. Each and every Co-Owner, by accepting a deed to an Apartment Unit, thereby grants to the managing agent or such other person designated by the Board of Directors, in the event that fire or some similar emergency is, in the opinion of such agent or designated person, threatening his Apartment Unit, the right to enter the same, regardless of whether such Co-Owner is present at such time. This clause shall also be applicable to tenants of any Co-Owner.

Section 4. Conduct. All Co-Owners, their families, guests, visitors and tenants, and each and every occupant of each Apartment Unit shall at all times observe the published rules of conduct which may be established from time to time by the Association or its Board of Directors.

Section 5. Notices. Each and every Co-Owner who shall mortgage his dwelling does, as a result of said act, authorize the Association

to furnish such information as such mortgagees may request respecting unpaid assessments, taxes or other reasonable information concerning such Apartment Unit.

ARTICLE VIII

COMPLIANCE

These By-Laws are set forth to comply with the requirements of Section 27-31-150 et seq. of the 1976 South Carolina Code of Laws. In the event any of these By-Laws conflict with the provisions of said Statutory Sections, the provisions of said Sections will control.

ARTICLE IX

BOOKS AND RECORDS

Section 1. Inspection. The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member at the principal office of the Association. The Master Deed and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased for a reasonable price, commensurate with the actual cost of printing or photocopying.

ARTICLE X

ASSOCIATION SEAL

Section 1. Description. The Association shall have a seal in circular form having within its circumference the words: "Snee Farm Lakes Homeowner's Association, Inc."

ARTICLE XI

AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by a vote of not less than seventy-five (75%) percent of the total vote of the Association at a duly constituted meeting of such purpose, in strict accordance with the recorded Master Deed to which they are attached. Said amendments shall be set forth in an amended Master Deed and duly recorded in the R.M.C. Office for Charleston County. Each and every Co-Owner of an Apartment Unit by accepting a deed therefor thereby agrees to be bound by and benefit from any such amendment hereto.


Section 2. Master Deed. The Master Deed for Snee Farm Lakes, a South Carolina Horizontal Property Regime, shall be amended only upon the written consent of seventy-five (75%) percent of the total Percentage Interest authorized to vote thereon.

Section 3. Conflicts. In the event of any conflict between the provisions of the Master Deed and the provisions of these By-Laws, the provisions of the Master Deed shall control.

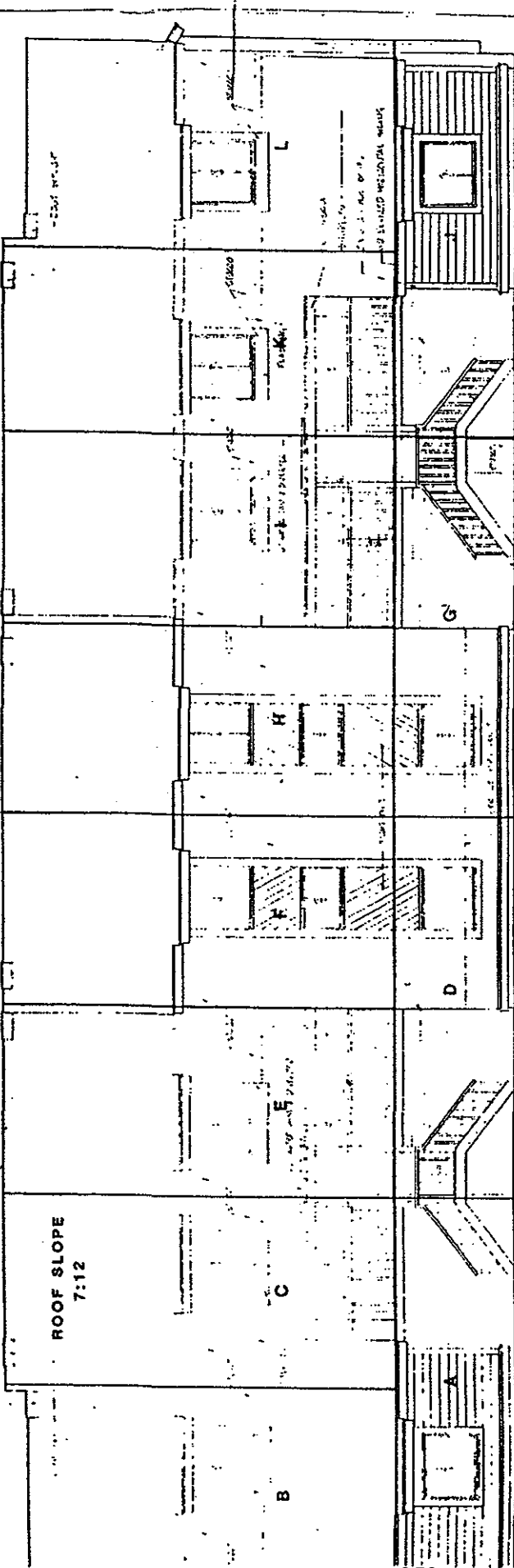
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C E R T I F I C A T I O N

I, the undersigned, do hereby certify:
 THAT I am the duly elected and acting Secretary of Snee Farm Lakes Homeowner's Association, Inc., a South Carolina Non-profit Corporation, and
 THAT the foregoing By-Laws constitute the original By-Laws of said Association as duly adopted at a meeting of the Board of Directors thereof held on the 14th day of June, 1982.
 IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 14th day of June, 1982.


 Secretary

BK: R 128PG268



ENTRANCE ELEVATION - PIGGY BACK UNITS

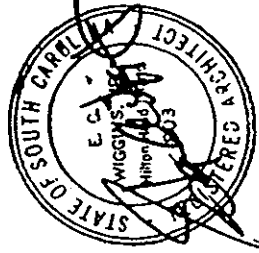


EXHIBIT "C"

PHASE XIV

(Cumulative Value \$10,356,000)

Type of Apartment	Number of Type	Sales Value	Undivided Percentage in Common Elements
A	6	\$67,250	403,500 .006887 ^{1 unit}
B	6	55,600	333,600 .005694
C	6	54,500	327,000 .005581
D	6	56,600	339,600 .005796
E	6	55,100	330,600 .005642
F	6	57,000	342,000 .005837
G	6	56,600	339,600 .005796
H	6	55,100	57,000 330,600 .005642 .005642
I	6	57,000	55,100 342,000 .005837 .005837
J	6	67,250	403,500 .006887
K	6	54,500	327,000 .005581
L	6	55,600	333,600 .005694
M	19	72,500	1,322,500 .007424
N	19	85,500	1,624,500 .008756
O	19	65,900	1,252,100 .006748
P	19	71,500	1,358,500 .007322

Building 1120
Types A through L

Building 1130
Types A through L

Building 1140
Types A through L

Building 1141
Types A through L

Building 1151
Types A through L

Building 1161
Types A through L

Units 1 through 76

Pools 1, 2 and 3

[Phases I through XIV have 148 units]

72
77
149

18 x 4 units

18 x 8

12 x 6 = 72
19 x 4 = 76
148

148

9,764,500

9,765,000
57,475

1,708,974

EXHIBIT "C"

PHASE XIII

(Cumulative Value \$9,469,800)

<u>Type of Apartment</u>	<u>Number of Type</u>	<u>Sales Value</u>	<u>Undivided Percentage in Common Elements</u>	
A	6	\$67,250	.007102	Building 1120 Types A through L
B	6	55,600	.005871	
C	6	54,500	.005755	Building 1130 Types A through L
D	6	56,600	.005977	
E	6	55,100	.005818	Building 1140 Types A through L
F	6	57,000	.006019	
G	6	56,600	.005977	Building 1141 Types A through L
H	6	55,100	.005818	
I	6	57,000	.006019	Building 1151 Types A through L
J	6	67,250	.007102	
K	6	54,500	.005755	Building 1161 Types A through L
L	6	55,600	.005871	
M	18	72,500	.007656	Units 1 through 60
N	18	85,500	.009029	Units 65 through 76
O	18	65,900	.006959	Pools 1, 2 and 3
P	18	71,500	.007550	

144

[Phases I through XIII have 144 units]

EXHIBIT "C"

PHASE XII

(Cumulative Value \$8,879,000)

<u>Type of Apartment</u>	<u>Number of Type</u>	<u>Sales Value</u>	<u>Undivided Percentage in Common Elements</u>	
A	6	\$67,250	.007574	Building 1120 Types A through L
B	6	55,600	.006262	
C	6	54,500	.006138	Building 1130 Types A through L
D	6	56,600	.006375	
E	6	55,100	.006206	Building 1140 Types A through L
F	6	57,000	.006420	
G	6	56,600	.006375	Building 1141 Types A through L
H	6	55,100	.006206	
I	6	57,000	.006420	Building 1151 Types A through L
J	6	67,250	.007574	
K	6	54,500	.006138	Building 1161 Types A through L
L	6	55,600	.006262	
M	16	72,500	.008165	Units 1 through 52
N	16	85,500	.009629	Units 65 through 76
O	16	65,900	.007422	Pools 1, 2 and 3
P	16	71,500	.008053	

136

{Phases I through XII have 136 units}

EXHIBIT "C"

PHASE XI

(Cumulative Value \$8,288,200)

<u>Type of Apartment</u>	<u>Number of Type</u>	<u>Sales Value</u>	<u>Undivided Percentage in Common Elements</u>	
A	6	\$67,250	.008114	Building 1120 Types A through L
B	6	55,600	.006708	
C	6	54,500	.006576	Building 1130 Types A through L
D	6	56,600	.006829	
E	6	55,100	.006648	Building 1140 Types A through L
F	6	57,000	.006877	
G	6	56,600	.006829	Building 1141 Types A through L
H	6	55,100	.006648	
I	6	57,000	.006877	Building 1151 Types A through L
J	6	67,250	.008114	
K	6	54,500	.006576	Building 1161 Types A through L
L	6	55,600	.006708	
M	14	72,500	.008747	Units 1 through 44
N	14	85,500	.010316	Units 65 through 76
O	14	65,900	.007951	Pools 1, 2 and 3
P	14	71,500	.008627	

176

[Phases I through XI have 128 units]

EXHIBIT "C"

PHASE X

(Cumulative Value \$7,697,400)

Type of Apartment	Number of Type	Sales Value	Undivided Percentage in Common Elements	
A	6	\$67,250	.008737	Building 1120 Types A through L
B	6	55,600	.007227	
C	6	54,500	.007080	Building 1130 Types A through L
D	6	56,600	.007353	
E	6	55,100	.007158	Building 1140 Types A through L
F	6	57,000	.007495	
G	6	56,600	.007353	Building 1141 Types A through L
H	6	55,100	.007158	
I	6	57,000	.007405	Building 1151 Types A through L
J	6	67,250	.008737	
K	6	54,500	.007080	Building 1161 Types A through L
L	6	55,600	.007223	
M	12	72,500	.009419	Units 1 through 36
N	12	85,500	.011108	Units 65 through 76
O	12	65,900	.008561	
P	12	71,500	.009289	Pools 1, 2 and 3

[Phases I through X have 120 units]

190

EXHIBIT "C"

PHASE IX

(Cumulative Value \$7,106,600)

<u>Type of Apartment</u>	<u>Number of Type</u>	<u>Sales Value</u>	<u>Undivided Percentage in Common Elements</u>	
A	6	\$67,250	.009463	Building 1120 Types A through L
B	6	55,600	.007824	
C	6	54,500	.007669	Building 1130 Types A through L
D	6	56,600	.007964	
E	6	55,100	.007753	Building 1140 Types A through L
F	6	57,000	.008021	
G	6	56,600	.007964	Building 1141 Types A through L
H	6	55,100	.007753	
I	6	57,000	.008021	Building 1151 Types A through L
J	6	67,250	.009463	
K	6	54,500	.007669	Building 1161 Types A through L
L	6	55,600	.007824	
M	10	72,500	.010202	Units 1 through 32
N	10	85,500	.012031	
O	10	65,900	.009273	Units 65 through 72
P	10	71,500	.010061	Pools 2 and 3

[Phases I through IX have 112 units]

112

EXHIBIT "C"

PHASE VIII

(Cumulative Value \$6,515,800)

<u>Type of Apartment</u>	<u>Number of Type</u>	<u>Sales Value</u>	<u>Undivided Percentage in Common Elements</u>	
A	6	\$67,250	.010321	Building 1120 Types A through L
B	6	55,600	.008533	
C	6	54,500	.008364	Building 1130 Types A through L
D	6	56,600	.008687	
E	6	55,100	.008456	Building 1140 Types A through L
F	6	57,000	.008748	
G	6	56,600	.008687	Building 1141 Types A through L
H	6	55,100	.008456	
I	6	57,000	.008748	Building 1151 Types A through L
J	6	67,250	.010321	
K	6	54,500	.008364	Building 1161 Types A through L
L	6	55,600	.008533	
M	8	72,500	.011127	Units 1 through 32
N	8	85,500	.013122	
O	8	65,900	.010114	
P	8	71,500	.010937	

104

[Phases I through VIII have 104 units]

EXHIBIT "C"

PHASE VII

(Cumulative Value \$5,823,700)

<u>Type of Apartment</u>	<u>Number of Type</u>	<u>Sales Value</u>	<u>Undivided Percentage in Common Elements</u>	
A	5	\$67,250	.011548	Building 1120
B	5	55,600	.009547	Types A through L
C	5	54,500	.009358	Building 1130
D	5	56,600	.009719	Types A through L
E	5	55,100	.009461	Building 1140
F	5	57,000	.009788	Types A through L
G	5	56,600	.009719	Building 1141
H	5	55,100	.009461	Types A through L
I	5	57,000	.009788	Building 1151
J	5	67,250	.011548	Types A through L
K	5	54,500	.009358	Units 1 through 32
L	5	55,600	.009547	
M	8	72,500	.012449	Pools 2 and 3
N	8	85,500	.014681	
O	8	65,900	.011316	
P	8	71,500	.012277	

[Phases I through VII have 92 units]

92

3K R 128PG268

EXHIBIT "C"

PHASE VI

(Cumulative Value \$5,232,900)

<u>Type of Apartment</u>	<u>Number of Type</u>	<u>Sales Value</u>	<u>Undivided Percentage in Common Elements</u>	
A	5	\$67,250	.012851	Building 1120
B	5	55,600	.010625	Types A through L
C	5	54,500	.010415	Building 1130
D	5	56,600	.010816	Types A through L
E	5	55,100	.010513	Building 1140
F	5	57,000	.010893	Types A through L
G	5	56,600	.010816	Building 1141
H	5	55,100	.010513	Types A through L
I	5	57,000	.010893	Building 1151
J	5	67,250	.012851	Types A through L
K	5	54,500	.010415	Units 1 through 8
L	5	55,600	.010625	
M	6	72,500	.013855	Units 17 through 32
N	6	85,500	.016339	
O	6	65,900	.012593	
P	6	71,500	.013664	

[Phases I through VI have 84 units]

84

EXHIBIT "C"

PHASE V

(Cumulative Value \$4,540,800)

<u>Type of Apartment</u>	<u>Number of Type</u>	<u>Sales Value</u>	<u>Undivided Percentage in Common Elements</u>	
A	4	\$67,250	.014810	
B	4	55,600	.012245	Building 1120 Types A through L
C	4	54,500	.012002	
D	4	56,600	.012465	Building 1130 Types A through L
E	4	55,100	.012134	
F	4	57,000	.012553	Building 1140 Types A through L
G	4	56,600	.012465	
H	4	55,100	.012134	Building 1141 Types A through L
I	4	57,000	.012553	
J	4	67,250	.014810	Units 1 through 8
K	4	54,500	.012002	Units 17 through 32
L	4	55,600	.012245	
M	6	72,500	.015966	Pools 2 and 3
N	6	85,500	.018829	
O	6	65,900	.014513	[Phases I through V have 72 units]
P	6	71,500	.015746	
	<u>72</u>			

EXHIBIT "C"

PHASE IV

(Cumulative Value \$3,950,000)

<u>Type of Apartment</u>	<u>Number of Type</u>	<u>Sales Value</u>	<u>Undivided Percentage in Common Elements</u>	
A	4	\$67,250	.017025	
B	4	55,600	.014076	
C	4	54,500	.013797	Building 1120 Types A through L
D	4	56,600	.014329	
E	4	55,100	.013949	Building 1130 Types A through L
F	4	57,000	.014430	
G	4	56,600	.014329	Building 1140 Types A through L
H	4	55,100	.013949	
I	4	57,000	.014430	Building 1141 Types A through L
J	4	67,250	.017025	
K	4	54,500	.013797	Units 1 through 8
L	4	55,600	.014076	Units 25 through 32
M	4	72,500	.018354	
N	4	85,500	.021646	[Phases I through IV have 64 units]
O	4	65,900	.016684	
P	4	71,500	.018101	

64

BK: R 128PG268

COMBINATION OF PHASES
 PHASE I, II, III, & V
 (Value \$3,848,700)

<u>Type of Apartment</u>	<u>Square Footage</u>	<u>Sales Value</u>	<u>Undivided Percentage in Common Elements</u>	
A	1505	\$67,250	.017473	
B	1250	55,600	.014446	
C	1261	54,500	.014161	
D	1250	56,600	.014706	
E	1300	55,100	.014317	Building 1120 Types A through L
F	1255	57,000	.014810	
G	1250	56,600	.014706	Building 1130 Types A through L
H	1300	55,100	.014317	
I	1255	57,000	.014810	Building 1141 Types A through L
J	1505	67,250	.017473	
K	1261	54,500	.014161	Units 1 through
L	1250	55,600	<u>.014446</u>	Units 17 through
M	1414	72,500	.018838	
N	1812	85,500	.022215	
O	1282	65,900	.017123	Pools 2 and 3
P	1354	71,500	.018578	

141
203,270

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COMBINATION OF PHASES
PHASE I, II, III, V, & VII
(Value \$4,439,500)

<u>Type of Apartment</u>	<u>Square Footage</u>	<u>Sales Value</u>	<u>Undivided Percentage in Common Elements</u>	
A	1505	\$67,250	.015148	
B	1250	55,600	.012524	
C	1261	54,500	.012276	
D	1250	56,600	.012749	
E	1300	55,100	.012411	Building 1120 Types A through L
F	1255	57,000	.012839	
G	1250	56,600	.012749	
H	1300	55,100	.012411	Building 1130 Types A through L
I	1255	57,000	.012839	
J	1505	67,250	.015148	Building 1141 Types A through L
K	1261	54,500	.012276	
L	1250	55,600	.012524	Units 1 through 32
M	1414	72,500	.016331	
N	1812	85,500	.019259	Pools 2 and 3
O	1282	65,900	.014844	
P	1354	71,500	.016105	

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COMBINATION OF PHASES
 PHASE I, II, III, V, VII, & IX
 (Value \$4,030,300)

<u>Type of Apartment.</u>	<u>Square Footage</u>	<u>Sales Value</u>	<u>Undivided Percentage in Common Elements</u>	
A	1505	\$67,250	.013369	
B	1250	55,600	.011053	
C	1261	54,500	.010834	
D	1250	56,600	.011252	
E	1300	55,100	.010954	Building 1120 Types A through L
F	1255	57,000	.011331	
G	1250	56,600	.011252	Building 1130 Types A through L
H	1300	55,100	.010954	
I	1255	57,000	.01131	Building 1141 Types A through L
J	1505	67,250	.013369	Units 1 through 32
K	1261	54,500	.010834	
L	1250	55,600	.011053	Units 65 through 72
M	1414	72,500	.014413	
N	1812	85,500	.016997	
O	1181	65,900	.013101	Pools 2 and 3
P	1354	71,500	.014214	

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COMBINATION OF PHASES
 PHASE I, II, III, V, VII, IX, & X
 (Value \$5,621,100)

<u>Type of Apartment</u>	<u>Square Footage</u>	<u>Sales Value</u>	<u>Undivided Percentage in Common Elements</u>	
A	1505	\$67,250	.011964	
B	1250	55,600	.009891	
C	1261	54,500	.009696	
D	1250	56,600	.010069	Building 1120
E	1300	55,100	.009802	Types A through L
F	1255	57,000	.010140	
G	1250	56,600	.010069	Building 1130
H	1300	55,100	.009802	Types A through L
I	1255	57,000	.010140	Building 1141
J	1505	67,250	.011964	Types A through L
K	1261	54,500	.009696	Units 1 through 3
L	1250	55,600	.009891	Units 65 through 66
M	1414	72,500	.012898	
N	1812	85,500	.015211	Pools 1, 2, & 3
O	1282	65,900	.011724	
P	1354	71,500	.012720	

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COMBINATION OF PHASES
 PHASE I, II, III, IV, & VI
 (Value \$4,642,100)

<u>Type of Apartment</u>	<u>Square Footage</u>	<u>Sales Value</u>	<u>Undivided Percentage in Common Elements</u>	
A	1505	\$67,250	.014487	
B	1250	55,600	.011977	
C	1261	54,500	.011740	
D	1250	56,600	.012193	
E	1300	55,100	.011870	Building 1120 Types A through L
F	1255	57,000	.012279	
G	1250	56,600	.012193	Building 1130 Types A through L
H	1300	55,100	.011820	
I	1255	57,000	.012279	Building 1141 Types A through L
J	1505	67,250	.014487	
K	1261	54,500	.011740	Building 1140 Types A through L
L	1250	55,600	.011977	Units 1 through 25 & 32
M	1414	72,500	.015618	
N	1812	85,500	.018418	Pool Number 2 & 3
O	1282	65,900	.014196	
P	1354	71,500	.015403	

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COMBINATION OF PHASES
 PHASE I, II, III, IV, VI, & VIII
 (Value \$5,334,200)

<u>Type of Apartment</u>	<u>Square Footage</u>	<u>Sales Value</u>	<u>Undivided Percentage in Common Elements</u>	
A	1505	\$67,250	.012608	
B	1250	55,600	.010424	
C	1261	54,500	.010217	
D	1250	56,600	.010611	
E	1300	55,100	.010330	Building 1120 Types A through L
F	1255	57,000	.010686	
G	1250	56,600	.010611	Building 1130 Types A through L
H	1300	55,100	.010330	
I	1255	57,000	.010686	Building 1141 Types A through L
J	1505	67,250	.012608	Building 1140 Types A through L
K	1261	54,500	.010217	
L	1250	55,600	.010424	Building 1151 Types A through L
M	1414	72,500	.013592	Building 1161 Types A through L
N	1812	85,500	.016029	Units 1 through 32
O	1282	65,900	.012355	Units 25 through 32
P	1354	71,500	.013404	Pool 2 & 3

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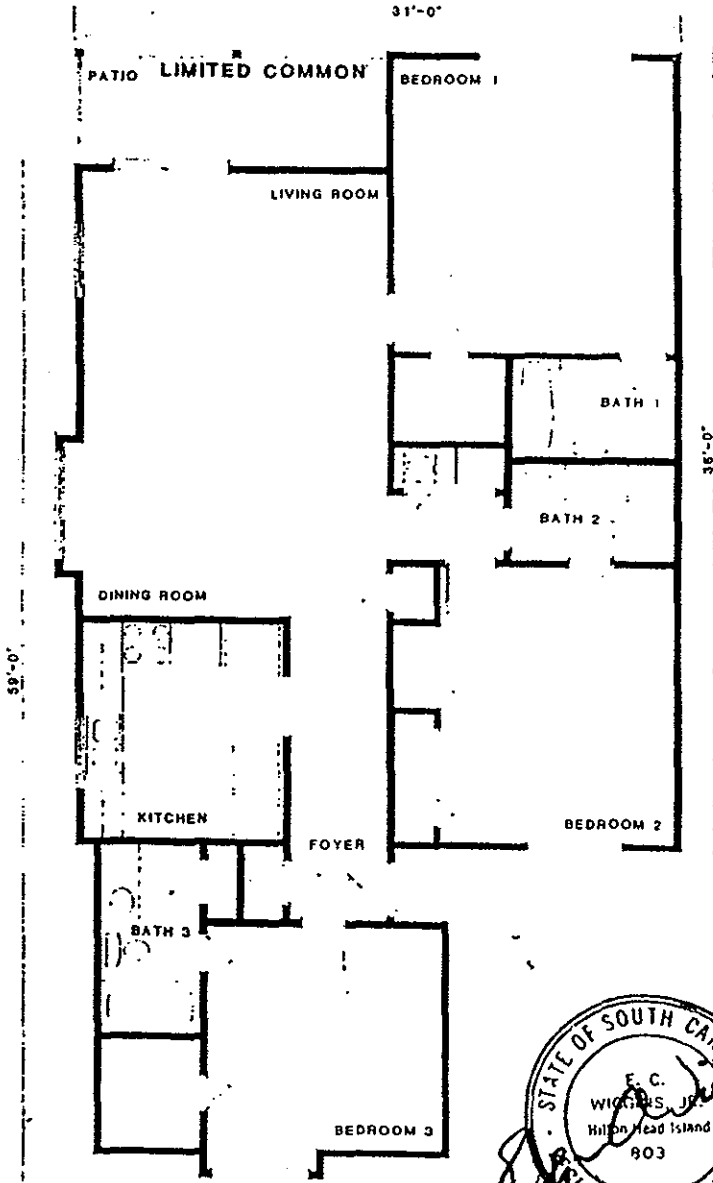
EXHIBIT "D"

DESCRIPTION of ALL PHASES (I through XIV)

ALL THAT piece, parcel or tract of land, situate, lying and being on the south side of Long Point Road, Mr. Pleasant, South Carolina, containing 14.347 acres and having boundaries and measurements as follows:

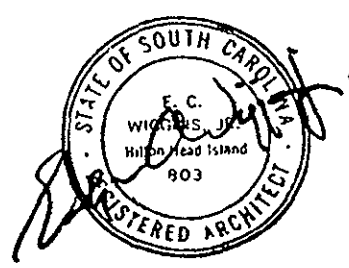
Starting at an iron pipe on the northeast corner of the tract along the southern right of way of Long Point Road, proceed in a westerly direction along an area on said right of way 497.77 ft. to a point; then continue in a westerly direction along S 79°44'00" E 570.43 ft. to a point; then in a southerly direction along N 10°16'00" E 510.00 ft. to a concrete monument; then in an easterly direction along N 56°28'08" 778.30 ft. to a concrete monument; then in a northerly direction along S 45°42'00" W 11.86 ft.; then continue in a northerly direction on an arc along the western right of way of Garden Way 189.36 ft. to a concrete monument; then continue in a northerly direction on said right of way along S 34° 53'34" W 469.80 ft. to a point; then continue in a northerly direction along S 23°12'48" W 55.29 ft. to a point; then continue in a northerly direction along S 34°53'34" W 75.00 ft. back to the point of the beginning.

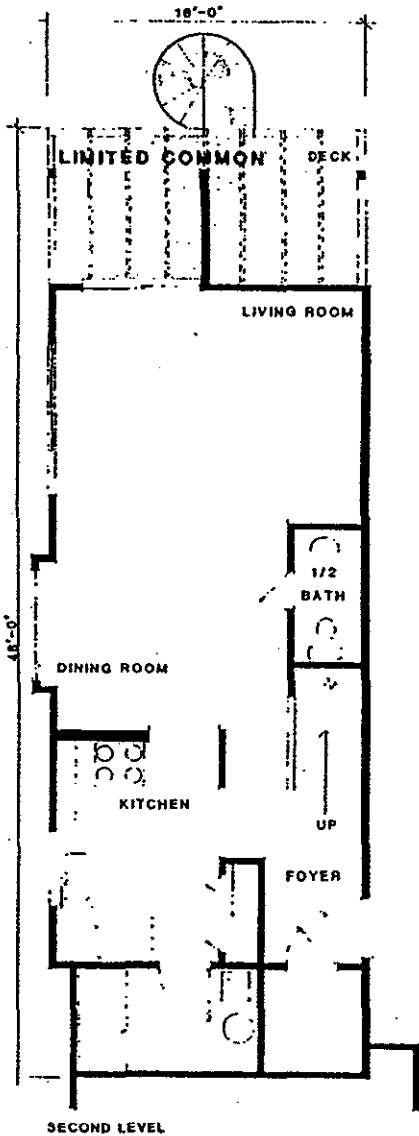
BK R. - 128 P9268



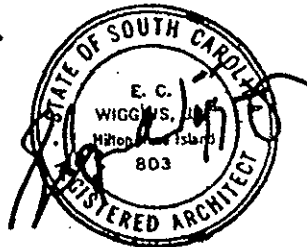
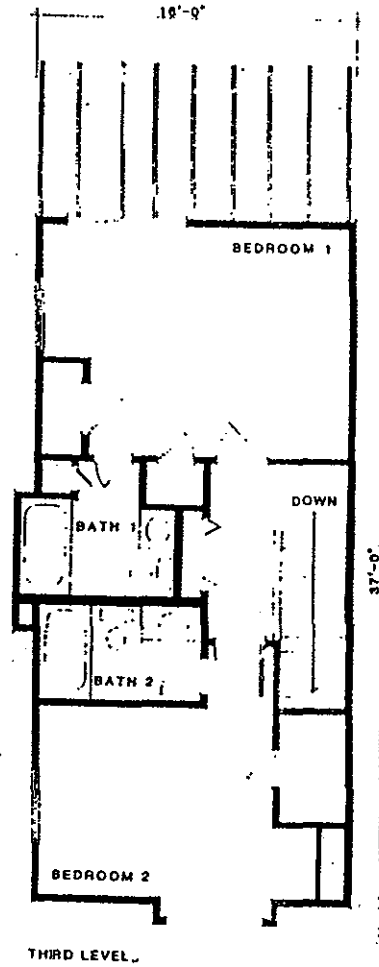
GROUND LEVEL

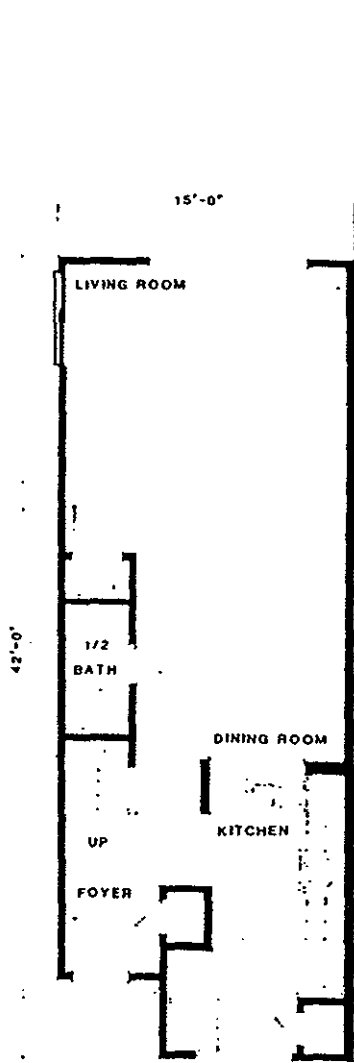
UNIT A





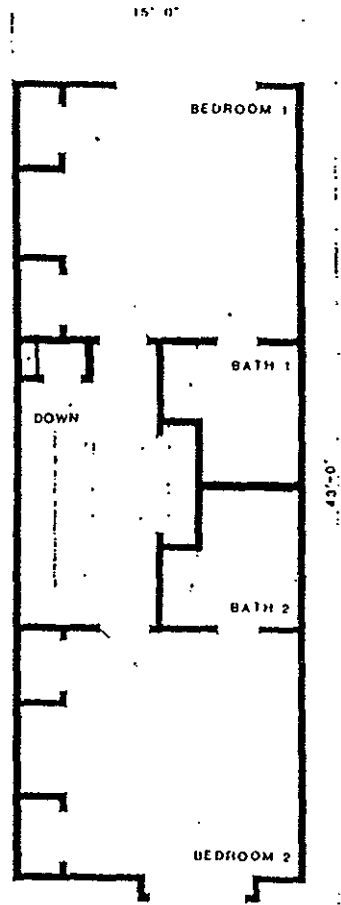
UNIT B



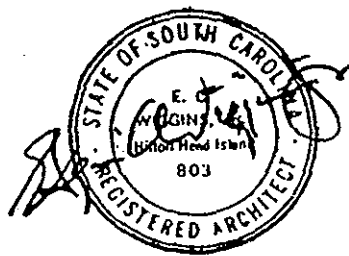


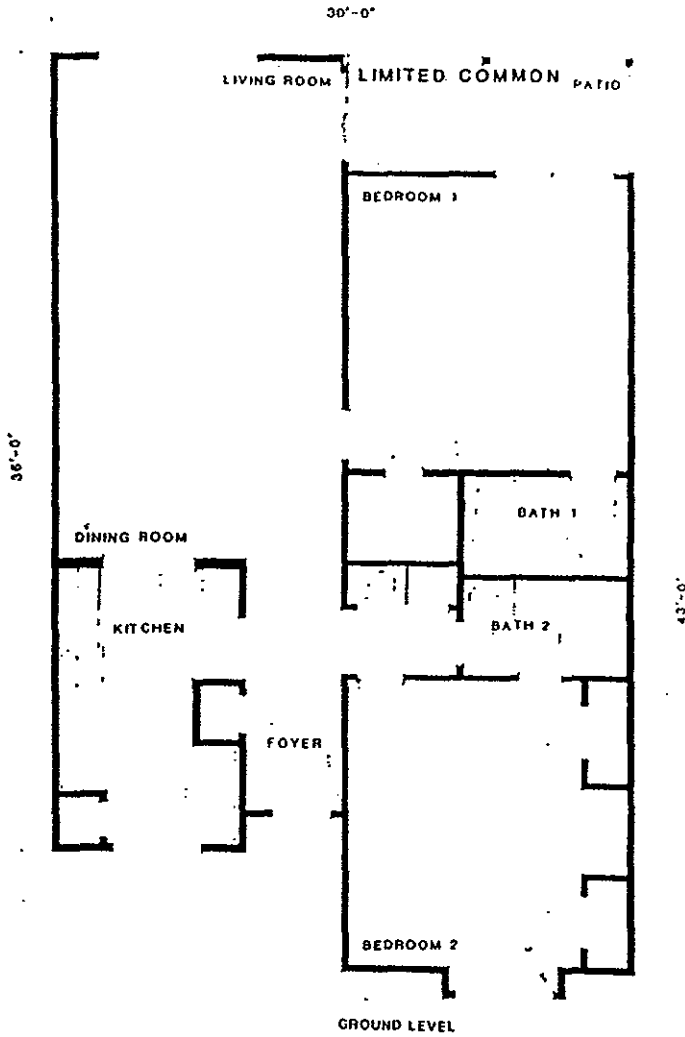
SECOND LEVEL

UNIT C

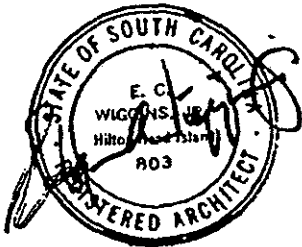


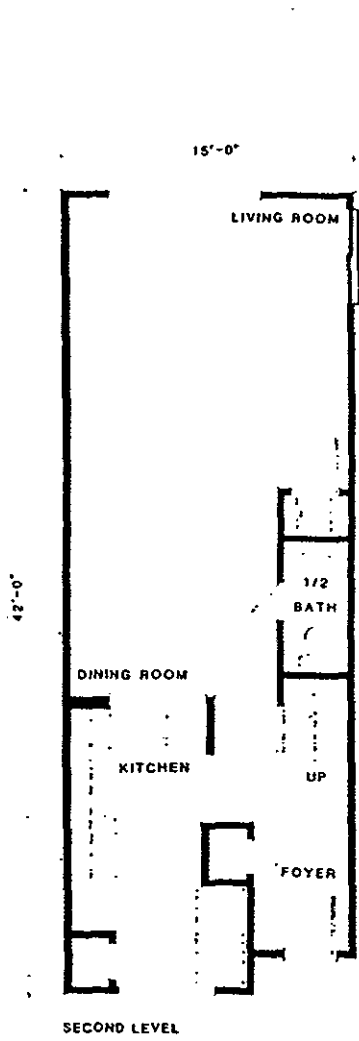
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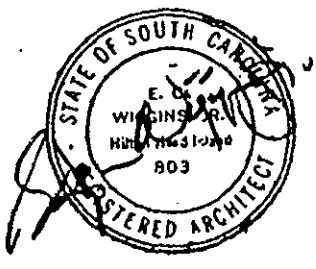
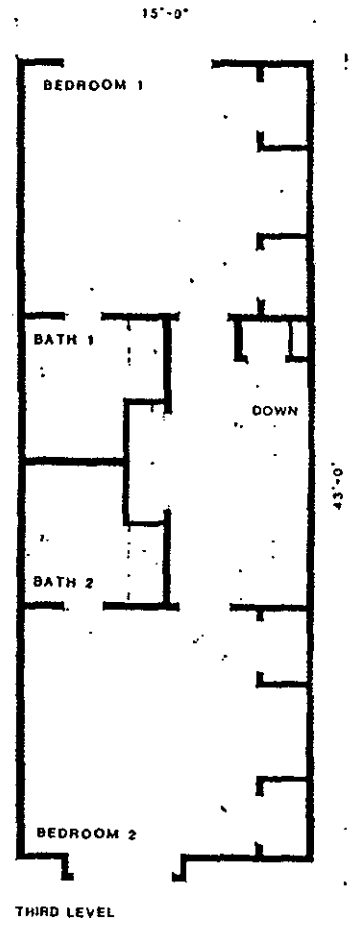


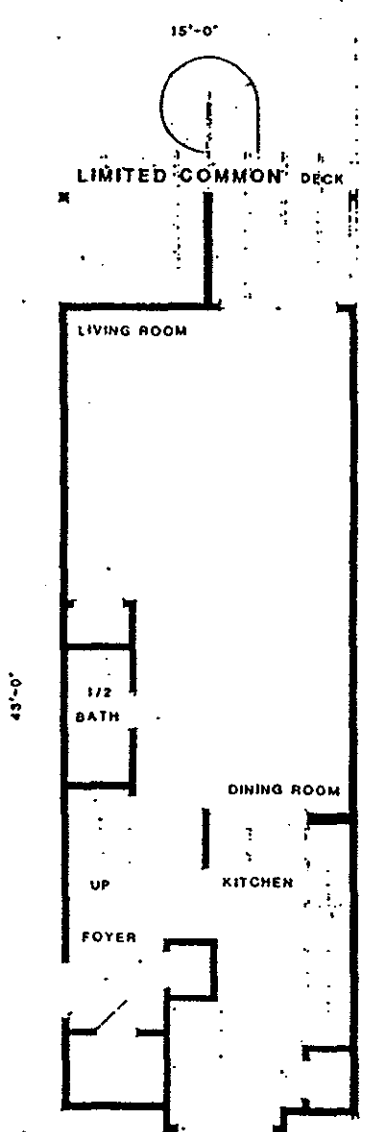
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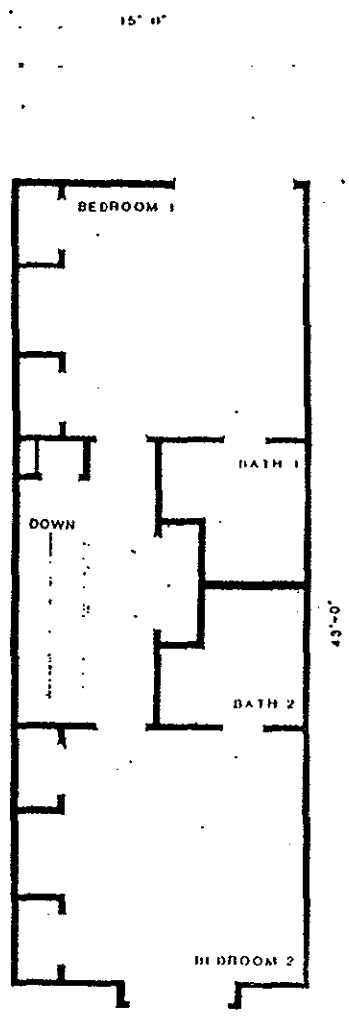
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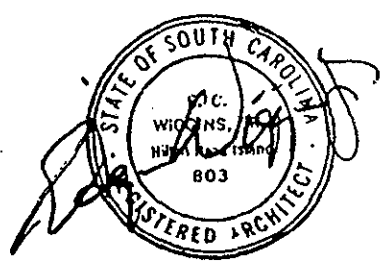


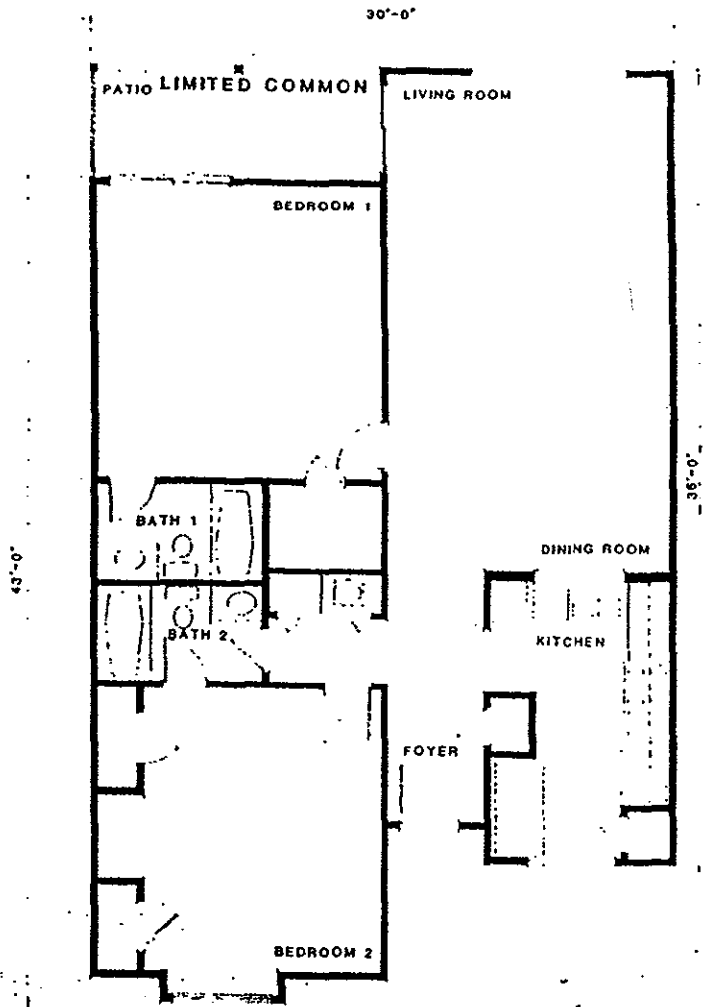
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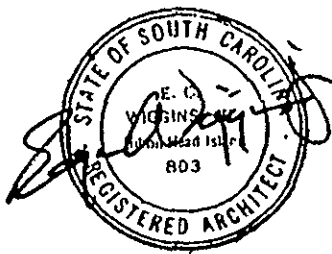
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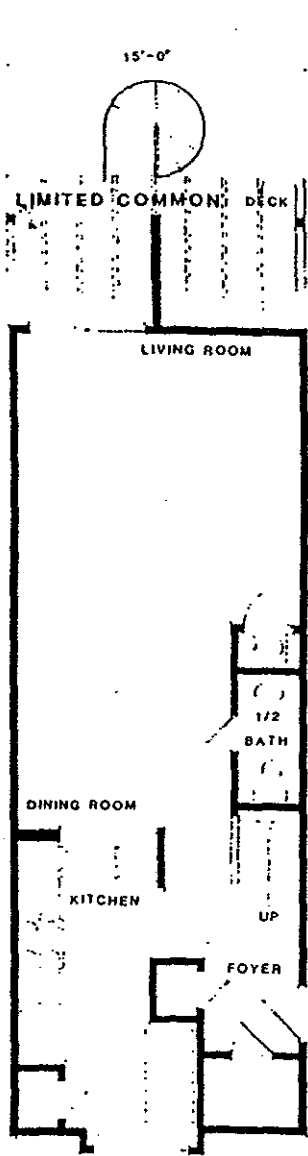




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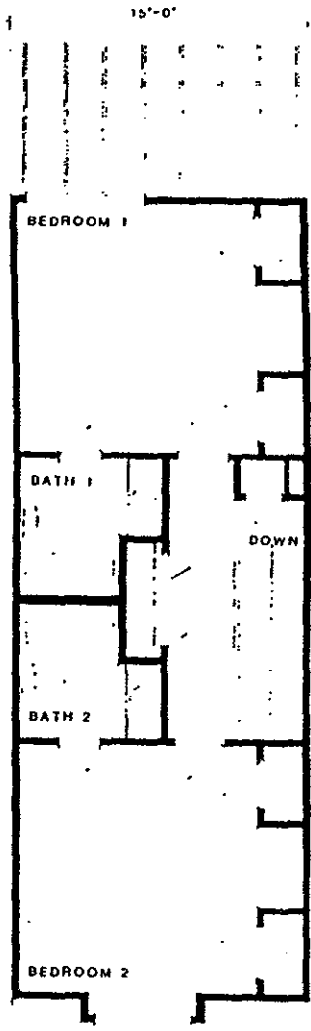
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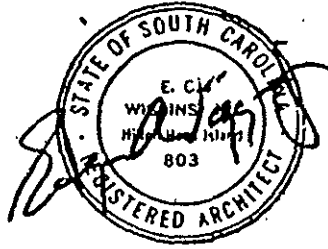


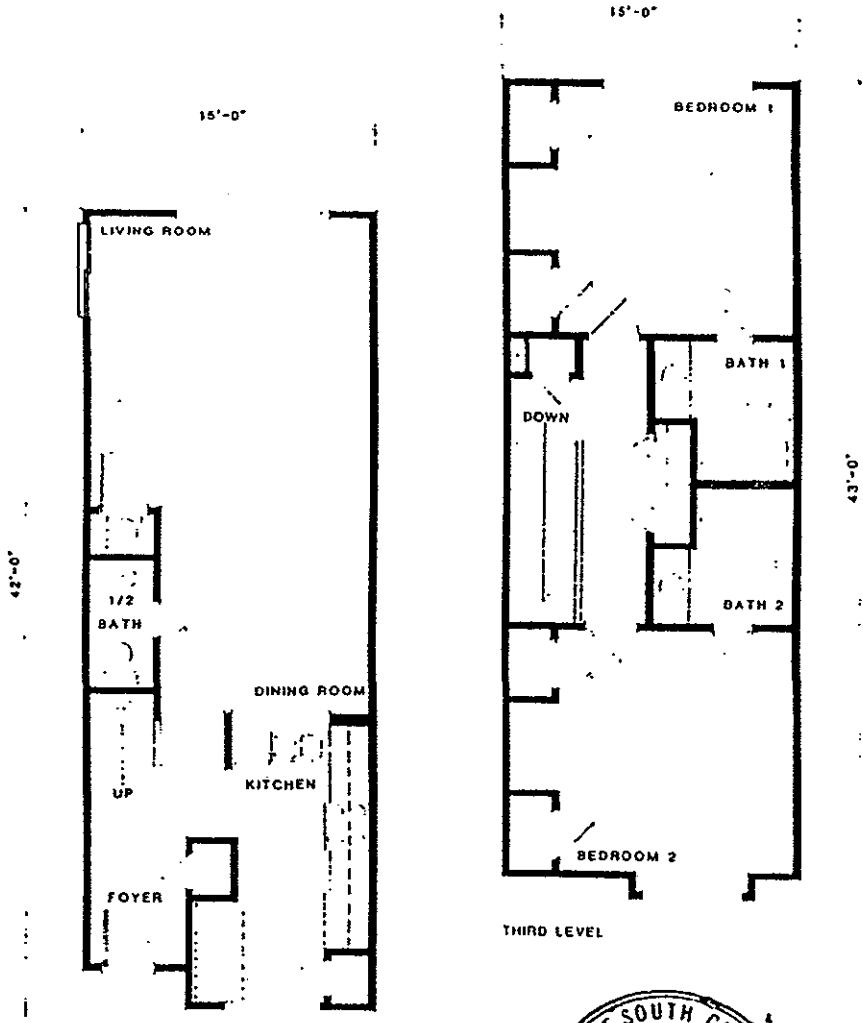
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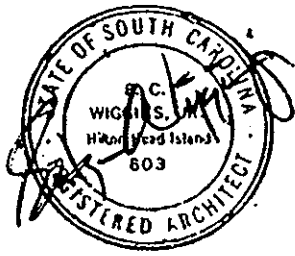
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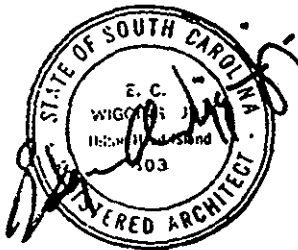
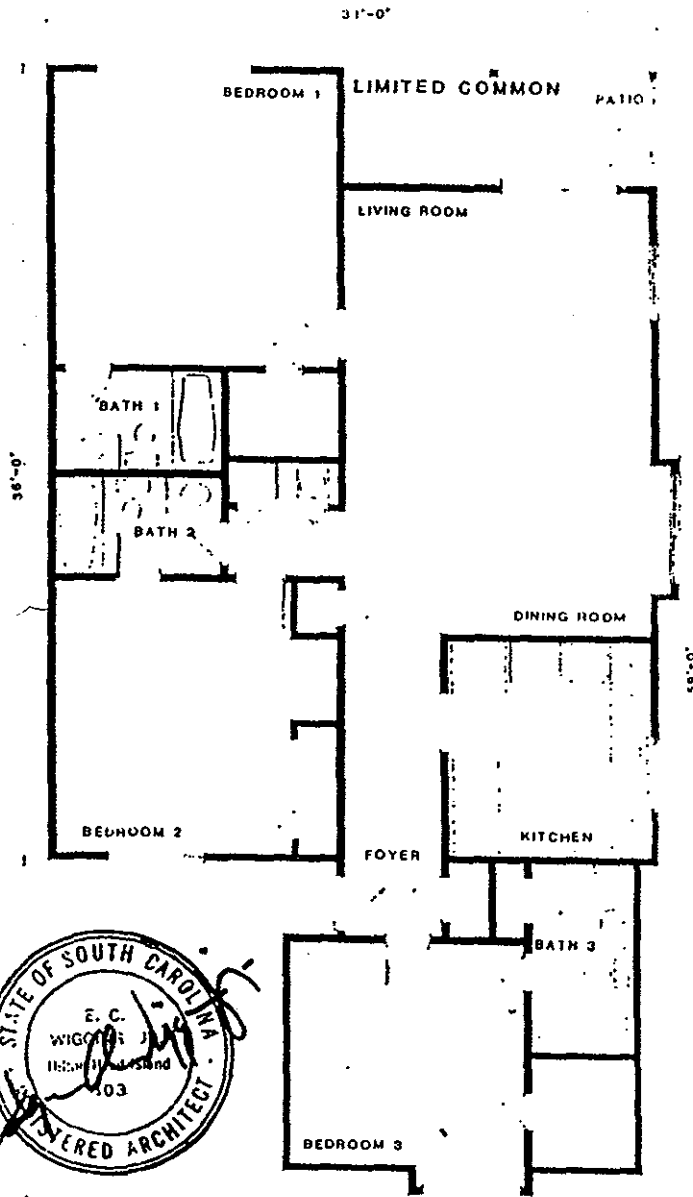




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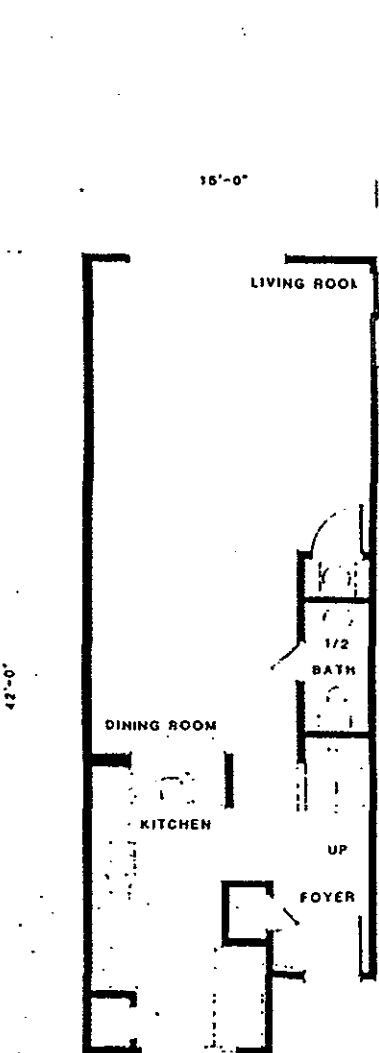
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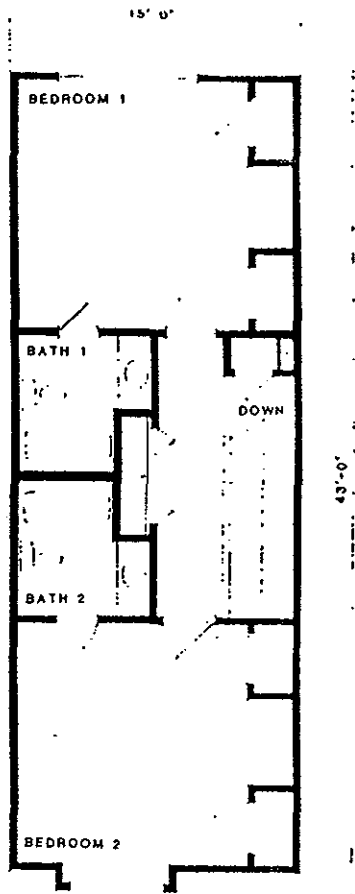


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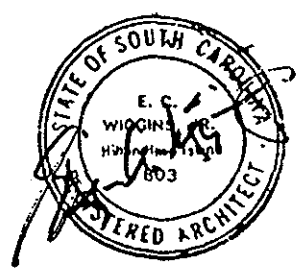
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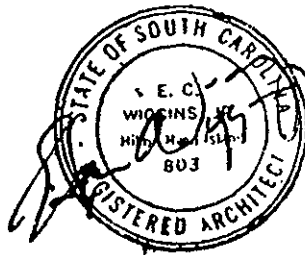
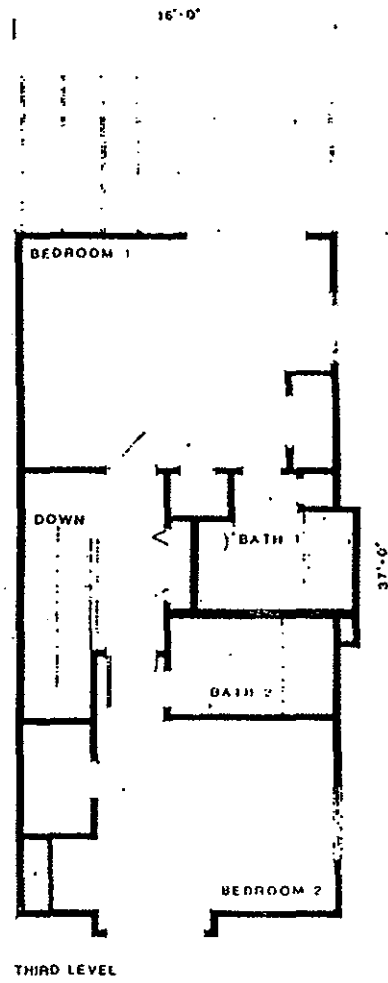
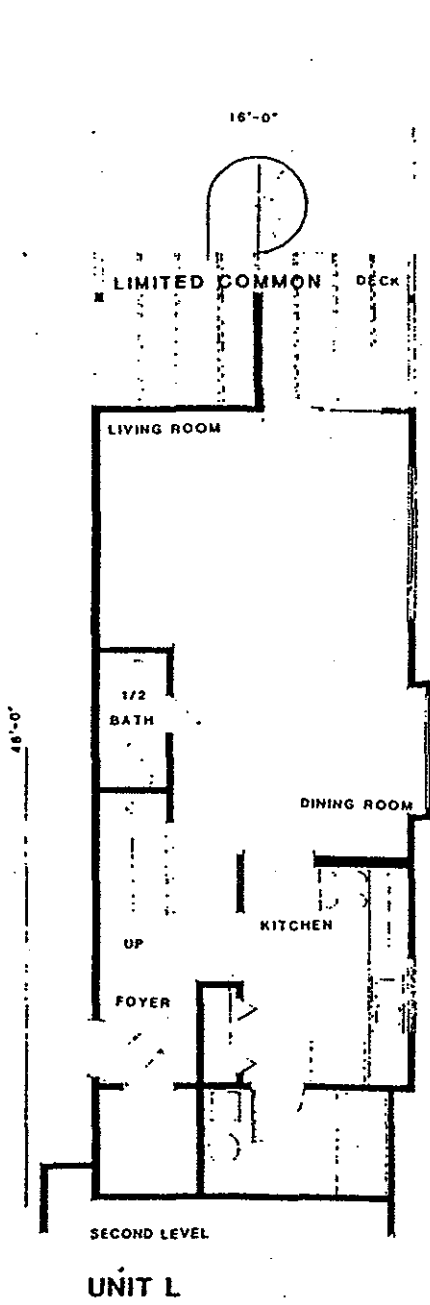


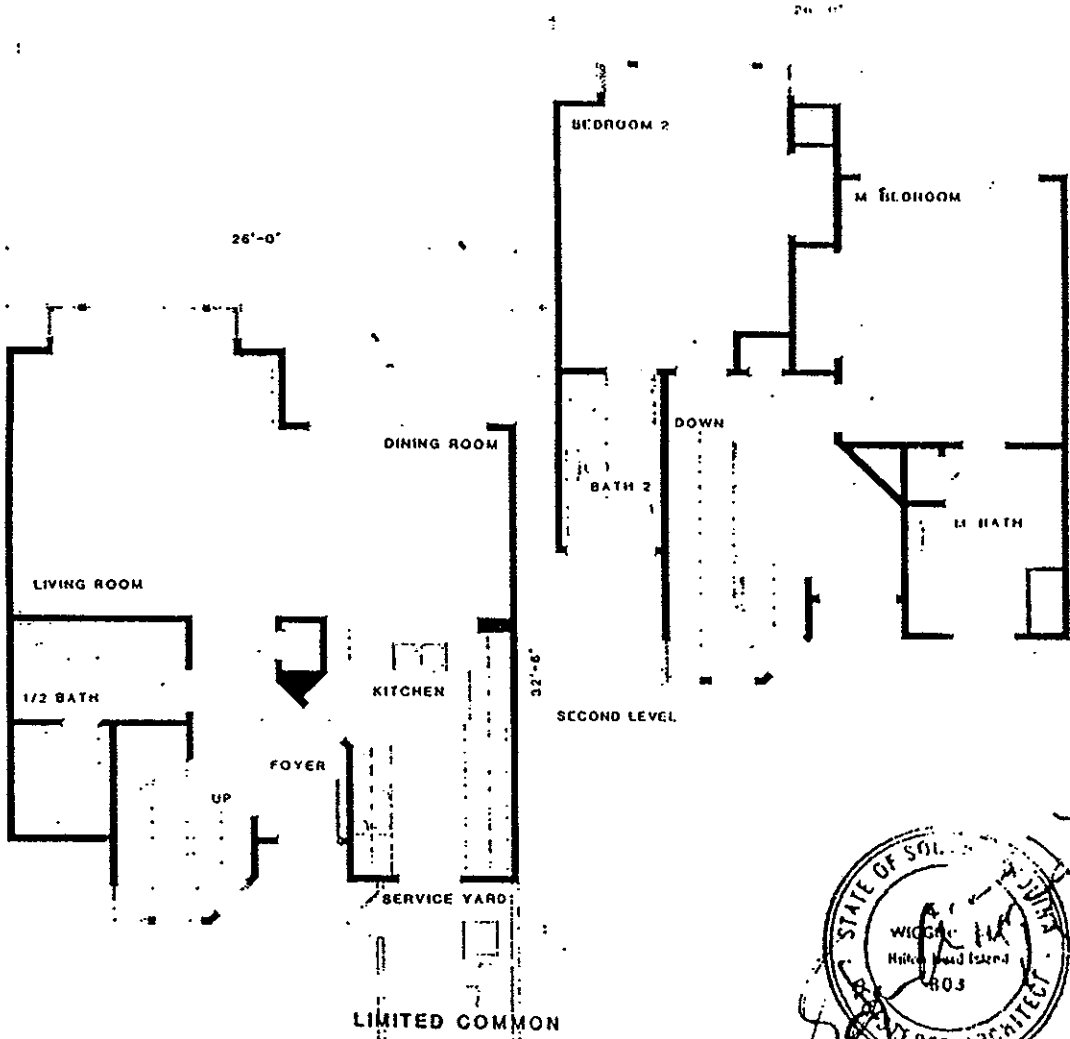
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UNIT K



THIRD LEVEL



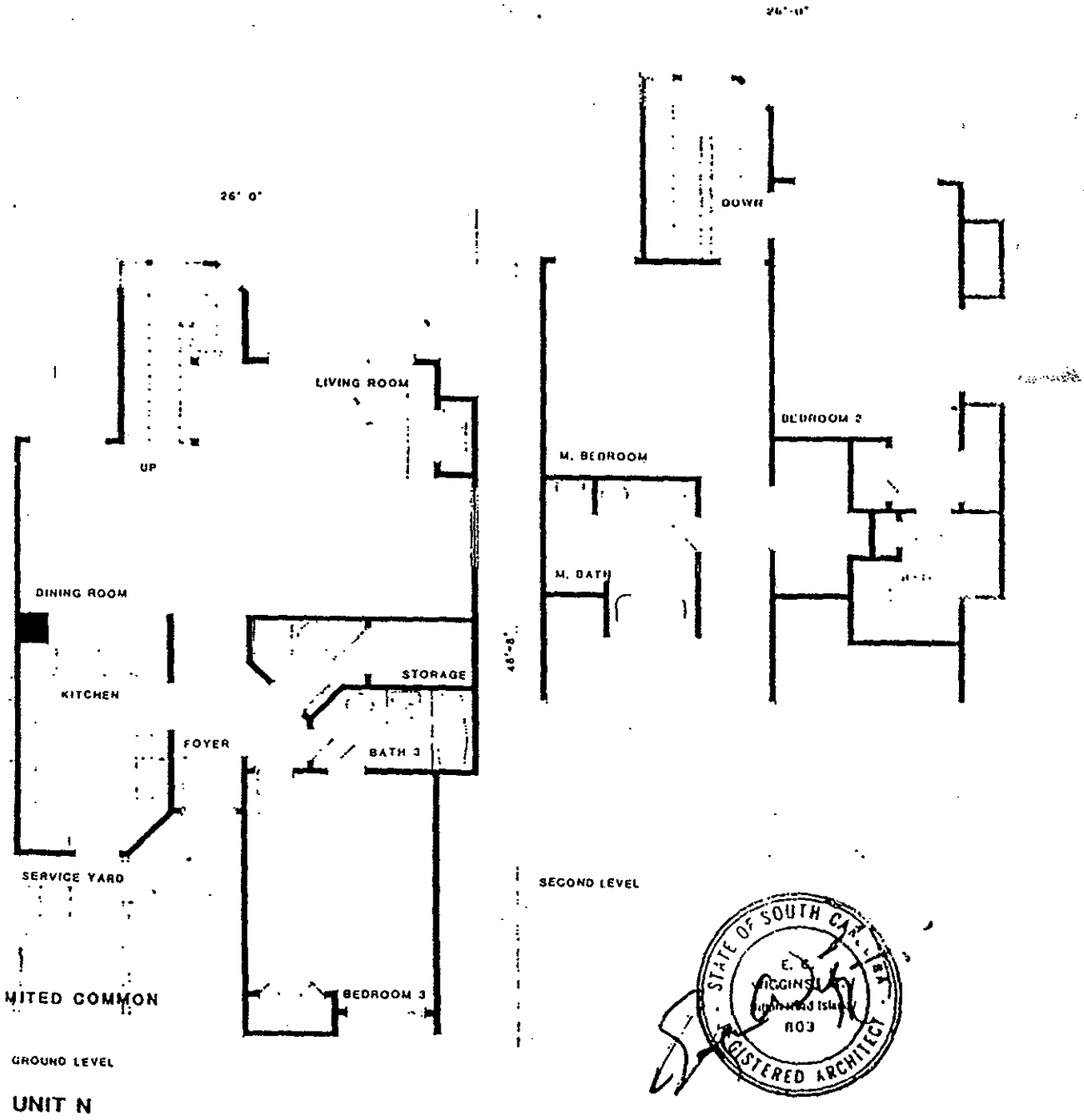


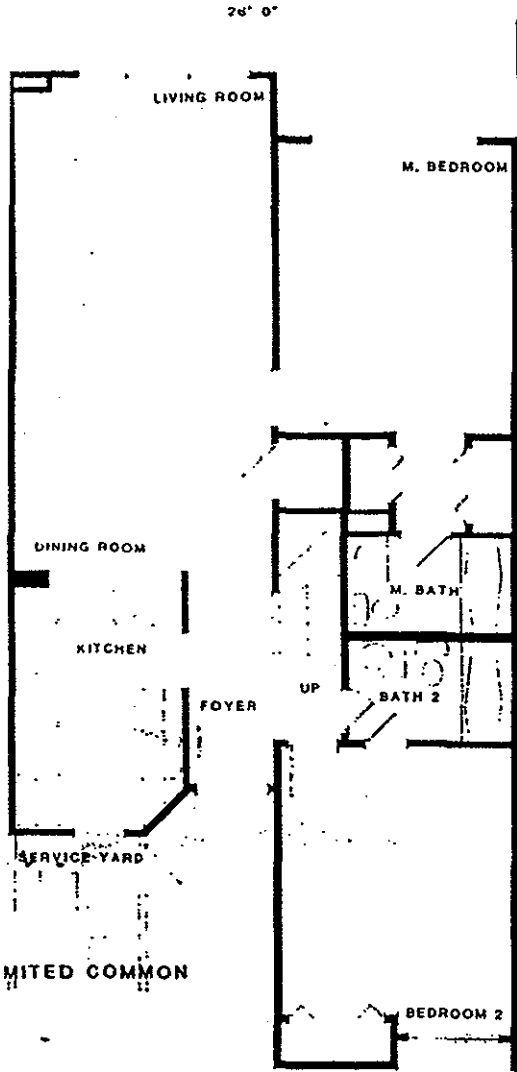


GROUND LEVEL

UNIT M

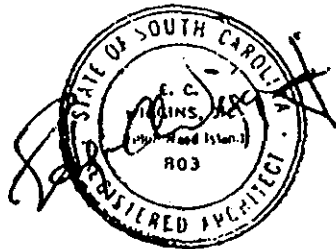
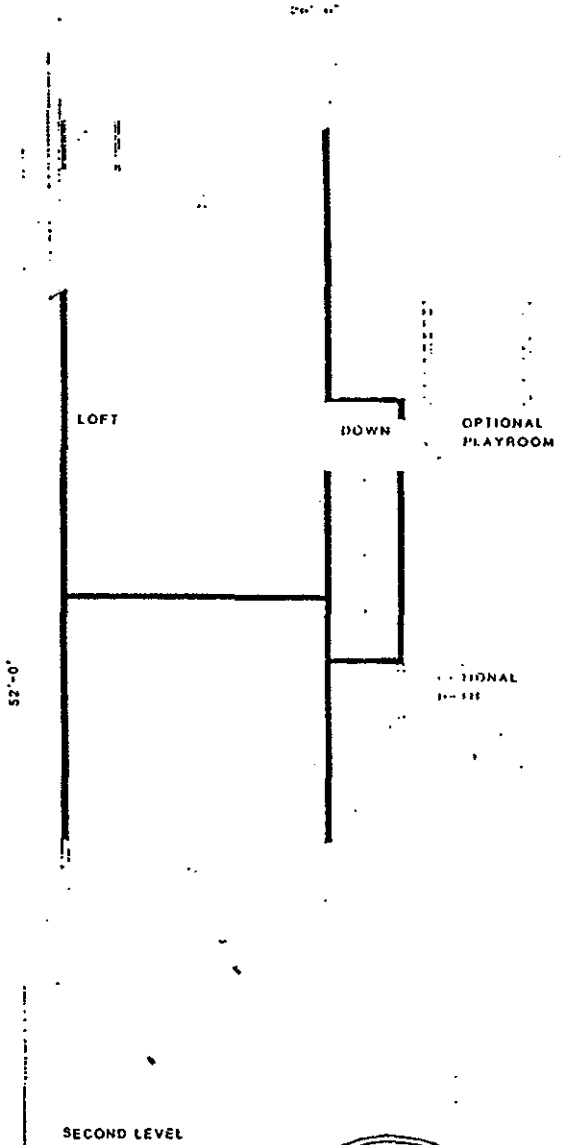


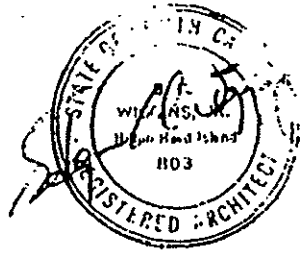
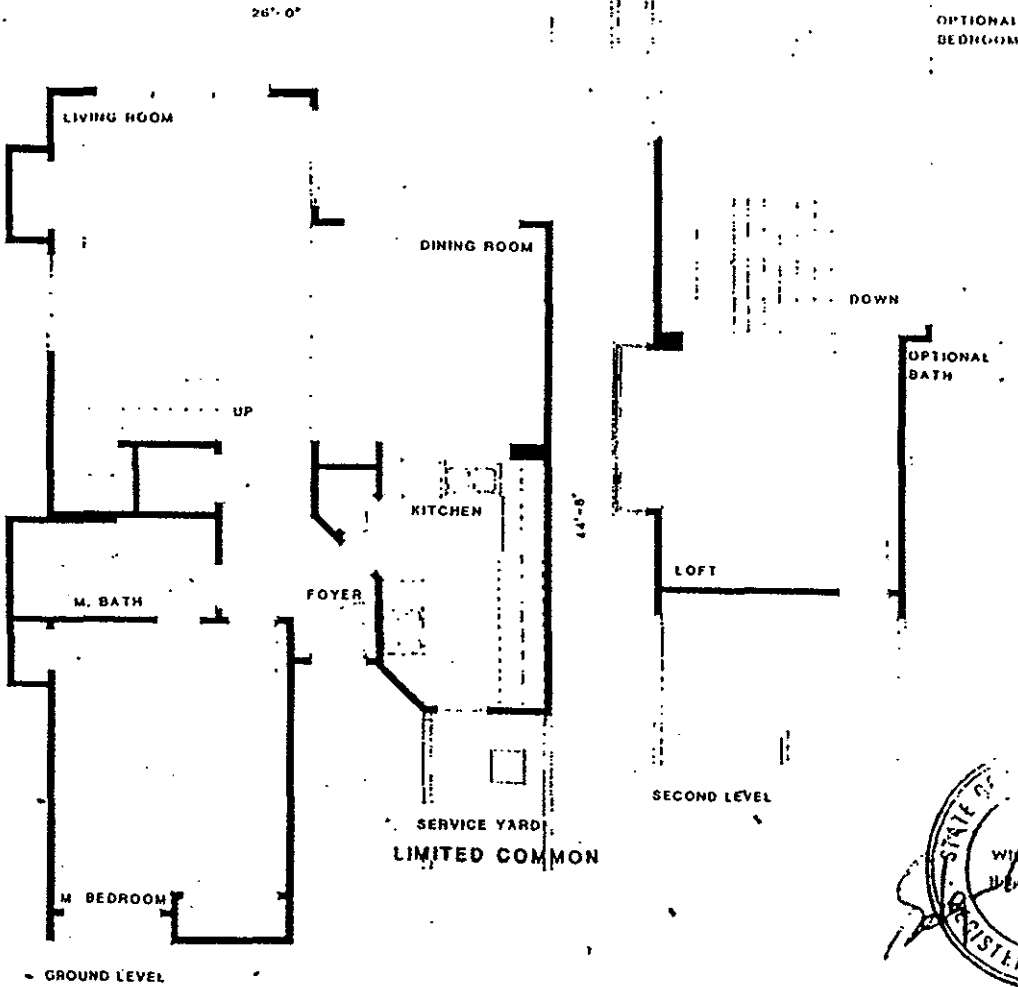




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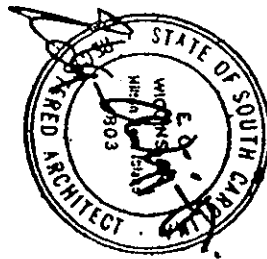
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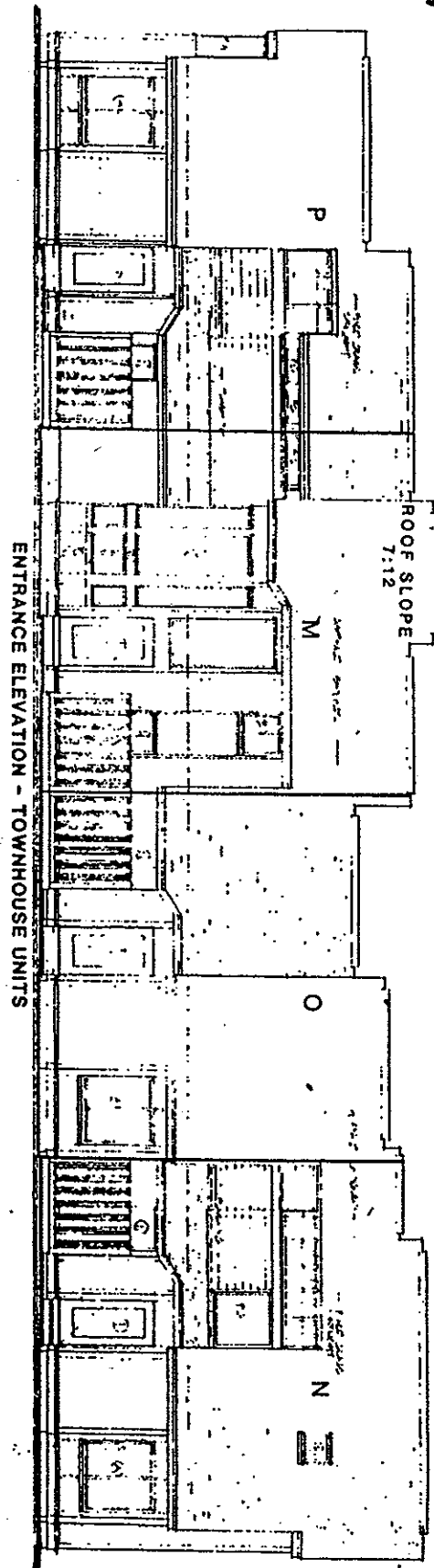
UNIT P

JK R 128PG268



Circle 268

Circle 268



ENTRANCE ELEVATION - TOWNHOUSE UNITS

EXHIBIT B

Cost Recovery Policy



Revised June 24, 2019





VISION

Mount Pleasant Waterworks strives to be a trusted leader in our community and the water industry.

MISSION

The MPW Team provides water services of exceptional quality, value, and reliability, while protecting public health, safety and the environment

VALUES

The MPW Team is passionately committed to:

- HONESTY:** In all actions by employees and Commissioners.
- FAIRNESS:** To our customers, employees, and other stakeholders.
- QUALITY:** Of our products, services and processes.
- INNOVATION:** By seeking positive change.

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Introduction

This document contains the Cost Recovery Policies of the Commissioners of Public Works for the Town of Mount Pleasant, South Carolina herein after referred to as “the Commission”. By virtue of SC Code of Laws, *Section 5-31-250*, conducting the financial affairs of the Commission is vested with the elected Commissioners. This document, adopted and approved by the Commissioners, includes the public policies whereby the Commission will recover the cost of providing water and wastewater services to its customers.

Section 1. Purpose

This policy document provides clear public policies used as guidance by the Commissioners when making financial decisions and plans relating to the provision of water and wastewater service to existing and future customers. These policies are designed to create long-term financial stability for a public utility, while ensuring that the charges for services are as fair, reasonable and equitable as possible. Adopted during the course of public meetings, this document is also amended through the public meeting process.

Section 2. Cost Recovery Philosophy

Policy 2.1 Cost Recovery

To fully and as equitably as possible recover all costs of operating, maintaining, and expanding the water and wastewater utilities from the customers of the service area while maintaining financial stability and sufficiency.

The mission of the Commission is to provide excellent quality water and wastewater services to its customers, while meeting all applicable Federal, State and local laws and regulations. All of the costs to provide these services must be fully recovered by the Commission. In addition, rates must be as equitable as possible among customer classifications, and between existing and future customers. Financial stability ensures that rates remain reasonable, and that the utility’s borrowing ability is maintained.

Policy 2.2 Fund Disbursement

To the nearest extent practical, funds received by the Commission will be used to pay for the services that benefit the customers whose payments generated those funds.

The Commission has two categories of customers, existing and future. Cost of the ongoing operation of the system and renewal and replacement (R&R) of the existing assets are recovered through the monthly rates and charges to existing customers. Other charges are levied for specific services provided such as connection services, new customer account set up and management and other miscellaneous ancillary services. Cost recovery for the extension and expansion (E&E) of the utility infrastructure to serve future customers is recovered through impact fees and system development charges.



Section 3. Cost Recovery Administration

Policy 3.1 Authority to Set Rates, Fees and Charges

The authority to set rates, fees, and charges rests with the elected Board of Commissioners of Mount Pleasant Waterworks (South Carolina Code 5-31-250).

Policy 3.2 Authority to Grant Exceptions to Adopted Rates, Fees and Charges

The authority to grant exceptions to adopted rates, fees and charges rests with the elected Board of Commissioners of Mount Pleasant Waterworks and may be delegated to the General Manager.

The Commission will not provide free services nor waive adopted rates, fees or charges to any customer or group of customers because to do so is arbitrary and discriminatory. Special payment schedules based on hardship may be requested in writing to any elected member of the Board of Commissioners or the General Manager. Approval of such requests will be discretionary.

Policy 3.3 Set Rates to Maintain Financial Sufficiency

The Commission will establish rates sufficient to meet the operating expenses, reasonable capital improvements to the utility infrastructure and mandatory debt service coverage ratios as required in the existing bond ordinance.

Policy 3.4 Establish a Rate Structure to Maintain Financial Stability

The Commission will establish a rate structure to recover revenue from the customer base in a way that provides for financial stability and the maintenance of the minimum cash reserves. This structure will include fixed charges and variable charges as approved by the Commissioners.

Section 4. Policy Review and Amendment

Policy 4.1 Policy Review

The Commission will review its cost recovery policies prior to preparation of the annual budget and revise the policy document as often as necessary to maintain consistency with actual cost recovery practices. A comprehensive, independent cost recovery review of rates, fees and charges will be conducted at least every 5 years or more frequently if deemed necessary.

Cost recovery studies will be conducted more frequently if major changes occur in: 1) cost forecasts, 2) regulations governing system operations, 3) operating technologies, or 4) customer base demographics. The independent review will, at a minimum, produce a comprehensive schedule of rates, fees and charges that reflect stated policies and provide documentation of the calculations used in designing the rates, fees and charges.

Policy 4.2 Policy Amendment

The Cost Recovery Policies may be amended from time to time depending on financial circumstances. The Commission will hold a public hearing on any amendments to the policies and adopt any changes in a public meeting of the Commission.



Section 5. Financial Plan

Policy 5.1 Financial Plan

The Commission will update its Comprehensive Ten-Year Financial Plan annually, to assess the financial feasibility of planned and budgeted activities as they relate to cost recovery objectives.

The Commission develops two budgets annually, the operating budget and the capital improvements budget. The capital improvements budget includes a) renewal and replacement projects and expenses for existing assets and b) expansion and extension projects and expenses for future service. The Commission forecasts these projects and expenses into the future through use of our financial rate model. This model establishes the overall financial plan for the Commission.

Section 6. Customer Classifications

Policy 6.1 Customer Classifications

The customer classification system will be reviewed prior to each cost recovery study and revised as often as necessary.

Customers are classified into homogeneous groups for development of cost allocations and applications of charges. Customer classifications will be developed if and when customer groups are deemed to differ.

Policy 6.2 Out of Town Wastewater Customers

The Commission will charge an Out of Town Wastewater rate for all customers that receive wastewater service that are not within the corporate limits of the Town of Mount Pleasant as specified by Town Ordinance 11011.

February 8, 2011, the Town of Mount Pleasant amended the Sewer Use Ordinance by adopting Ordinance 11011 that added Section 51.093 which states the following:

Out-Of-Town Wastewater Rates and Charges

(A) *Single-family residential.* For each out-of-town connection to the public wastewater system, the person applying for and/or receiving service shall pay one and one-tenth (1.1) times the current in-town wastewater rates and charges as may be set and determined from time to time by the Commission.

(B) *All other.* For each out-of-town connection to the public wastewater system, the person and/or business applying for and/or receiving service shall pay two times the current in-town wastewater rates and charges as may be set and determined from time to time by the Commission.

Policy 6.3 Municipal Irrigation Customer

The Commission will charge the Town of Mount Pleasant irrigation accounts a Municipal Irrigation rate that is equal to the tier-one water volumetric rate.



Effective April 2012, the Commission approved the Municipal Irrigation rate that equals the regular residential volumetric rate. Furthermore, an allocation of REUs was approved to prevent all selected irrigation accounts from paying excessive use charges. Each account will be charged the appropriate basic facility charge.

Section 7. Establishing Rates and Charges

The basic principles the Commission will use in calculating rates, fees and charges are as follows:

- All costs incurred will be considered investments of resources. These resources include the capital costs of developing facilities and capacity for providing services, the operational costs of providing services from these facilities, and the administrative costs of programs and activities related to the facilities and services provided.
- Utility services are goods and their full costs will be recovered. Rates and Charges will be reviewed annually and updated as often as necessary to fully recover costs and meet the requirements of the cost recovery policies.
- As a responsible public entity, the Commission will price its services to recover costs without generating a profit over time.
- The entire pricing system will be as equitable as practicable.

Policy 7.1 Maintain Equitable Charging Practices

The Commission will strive for equity among customer classifications and between existing and future customers when setting rates, fees, and other charges.

- *The Commission will help ensure equity between existing and future customers by following a flow of funds system that indicates the sources of funds, where funds are deposited and held, and where funds are distributed.*
- *Impact fees and other connection charges will be used for system expansion, to ensure that to the extent possible “growth pays for growth”.*
- *Costs will be controlled and the rate program will be planned such that increases in typical monthly bills will not exceed 15 percent in any given fiscal year. Exceptions will be made to this policy only as necessary to meet mandatory requirements.*

The Commission operates as a business enterprise independent of other revenue sources. The utility is managed as an enterprise fund, and prices will approximate those that would prevail in a competitive market.

Policy 7.2 Basic Facility Charge (BFC)

Water and Wastewater Basic Facility Charges will recover an amount equal to or greater than the sum of the annual Renewal and Replacement (R&R) debt service expense, a portion of the capital expenditures for the system, a portion of operation and maintenance costs, and a portion of general administrative costs.

The Commission incurs fixed costs for providing services to its customers including, but not limited to, Renewal and Replacement (R&R) debt service, capital costs, operating and maintenance costs, and general administrative costs.



The BFC is a charge for the reservation of capacity based on the total active REUs assigned to a property. To ensure the purchased capacity remains available, all BFCs must be paid.

Policy 7.3 Volumetric Rates

Water and wastewater volumetric rates will be set to recover all costs and funding requirements that are not recovered from other rates, fees and charges, including minimum fund balance requirements.

In the interest of encouraging conservation of water resources, water and wastewater rate schedules include flow-based charges. Thus, the customers who use more water and generate more wastewater pay more than those who use less. Volumetric rates for water and wastewater are calculated and levied per 1,000 gallons of metered water per account, rounded downward to the nearest 100 gallons.

Policy 7.4 Application of Volumetric Rates

Water volumetric rates will be applied to all metered water use.

Some public utilities do not charge the water volumetric rate for lost water or metered water that was wasted due to an extraneous circumstance, such as a broken faucet. Because the utility bears the cost of water lost on the utility's side of the meter, it is equitable for individual customers to bear the cost of water lost on the customer's side of the meter. Thus, the customer will be held directly responsible for all metered water at their household or business. The wastewater volumetric rate may be waived on lost water if the customer can show that the lost water was not discharged to the wastewater system.

Policy 7.5 Excessive Use Charge

An excessive use charge¹ will be levied on all water and wastewater customer classifications as follows:

Residential Customers

- *100% of the water and wastewater volumetric rate for monthly metered water usage in excess of 9,200 gallons per REU*
- *200% of the water volumetric rate for monthly metered water usage in excess of 18,400 gallons per REU*
- *300% of the water volumetric rate for monthly metered water usage in excess of 27,600 gallons per REU*

¹ The Commission uses the term "excessive use charge" rather than "conservation rate" because this charge is a penalty for excessive water and wastewater use. Unlike the Commission's other charges, the excessive use surcharge is not a cost-of-service rate.



Commercial Customers

- *100% of the water and wastewater volumetric rate for monthly metered water usage in excess of 9,200 gallons per REU*
- *200% of the water and wastewater volumetric rate for monthly metered water usage in excess of 18,400 gallons per REU*
- *300% of the water and wastewater volumetric rate for monthly metered water usage in excess of 27,600 gallons per REU*

The quantity of water used to calculate excessive usage for customers with irrigation meters is based on the meter size. The current rates are shown on the Commission's website.

Revenues from the excessive use charge are generated by existing customers that utilize water and wastewater capacity on a monthly basis above their allocated capacity. The excessive use charge is intended to recover the additional cost to provide the extra capacity for these customers. This charge creates equity between customers that paid for and all the capacity they are using and those that did not.

Policy 7.6 Connection Charges

Water and wastewater connection charges will be levied on the owners of new structures and will recover the full costs of system connections. Connection charges will include:

- *A water connection fee to recover the costs of labor, equipment, water meter and other materials required for water service connection. The water connection fee will apply to all activities associated with setting water meters, including irrigation meters.*
- *A wastewater tap fee to recover the costs of labor, equipment and materials required for MPW to make any tap into the wastewater system. .*
- *A wastewater tap inspection fee to recover the costs for inspection and approval of any third party tap into the wastewater system, and a wastewater tap re-inspection fee for repeating this service, if necessary.*

Connection charges are considered operating revenues, and expenses associated with these services are considered operating expenses, according to generally accepted accounting principles.



Policy 7.7 Miscellaneous Charges

Miscellaneous charges will recover the full cost of labor and expenses required to provide ancillary services from the individuals who receive benefit for these ancillary services.

Miscellaneous charges will be levied only when: 1) a customer or customer group can be identified; 2) the activity produces a significant cost that is not common to all customers; and 3) the cost can be identified and related to the activity. Miscellaneous charges will not be levied to recover general overhead costs or for services that are beneficial to the system as a whole or to a relatively large group of customers.

Although miscellaneous charges are not necessarily based on cost recovery principles, and include penalties to discourage certain actions, they enable MPW to more closely match revenues with costs and thus enhance the fairness of the cost recovery policy.

Policy 7.8 Tampering and Damage to Assets/System Charges

The Commission shall levy charges against the responsible party(s) for the costs of damage or loss to the Commission's system and/or assets. Costs include, but are not limited to, direct and indirect labor, external contractors, supervision, materials, equipment usage, sales tax, and administrative fees. The Commission shall also levy costs of collection, if necessary, to include, but not limited to, attorney's fees, administrative cost and out-of-pocket expenses. The Commission retains full authority as to the restoration of the system and/or repair or replacement of assets. Tampering charge and administrative fees may be charged.

On occasion damages or loss to the Commission system and assets occurs. Costs are incurred to restore or replace the damage or loss to the Commission's system or assets. In addition to the direct cost of restoration or replacement, are costs associated with the administration and handling of the damage or loss. Legal and collection fees may be incurred in order to recover the costs. The Commission, after assignment of responsibility, shall assess the cost of the damage or loss and invoice the responsible party(s).

Policy 7.9 Cost of Freedom of Information Request

The Commission shall levy against parties, the cost of searching for and making copies of records in accordance with South Carolina Law section 30-4-30(b) of the Freedom of Information Act (FOIA).

Requests are received by the Commission for production of records and documentation as allowed by the SC FOIA. Costs to research and obtain, to copy and to comply with the request must be recovered. State law provides for the reasonable recovery of charges for compliance with the request. The Commission shall require a reasonable deposit to recover the cost of providing the requested documents prior to releasing the requested records or documents.



Section 8. Cost recovery from Future Customers

Infrastructure to serve future customers must be planned and developed in advance of the need by future customers. Impact fees are capital development charges that recover the cost of extending and expanding the major infrastructure to serve residential and commercial development/property. Utilities must make sizable investments ahead of time in order to have concurrency of capacity to serve development when it occurs. Impact fees recover these investments. Major infrastructure includes wastewater treatment plants, regional pump stations, transmission force mains, major collectors, outfalls, water treatment plants, pumping facilities, storage tanks, main transmission pipelines, and administrative facilities and equipment.

Policy 8.1 Impact Fees

Impact fees will recover major capital costs associated with expanding water and wastewater service facilities, including but not limited to water treatment plants, storage facilities, pumps and distribution mains, wastewater collection, transmission, storage and treatment facilities, and other capital equipment.

- *A comprehensive, independent cost recovery review of impact fees will be conducted at least every 5 years or more frequently if deemed necessary in order to maintain equity to both existing and future customers.*
- *Impact fees will be indexed annually for changes in the ENR (Engineering News-Record Construction Cost Index (CCI)) and other construction cost records deemed appropriate for the Commission's service area plus the cost of money based on the current SRF interest rates. . The Index will be established for a three-year rolling period.*
- *Impact fees will recover the costs of both the excess capacity in existing capital facilities, and new facilities planned specifically for growth.*
- *The impact fee cost basis will be the original costs (without deducting depreciation) and planned costs discounted through build out or the Replacement Cost New with depreciation (RCND) as deemed appropriate by the Commission*
- *Impact fees will recover, to the extent possible, interest expense on outstanding and anticipated extension and expansion project debt discounted through build out.*
- *A "double payment credit" will be deducted from the impact fee to prevent future customers from paying for debt-financed capacity in both their impact fee and their monthly rates.*

Impact fees are charges assessed against new development to recover part of the capital costs of expanding the water and wastewater infrastructure to serve them. Considered as a capital-recovery charge, impact fees allow recovery of the capital costs of developing the new service directly from the customers who will benefit from the service. The Commission will conduct an impact fee study based on the updated Town of Mount Pleasant's Comprehensive Plan and updated Commission's Updated Master Plan.



Policy 8.2 Residential Equivalent Units

All customer accounts are assigned Residential Equivalent Units (REU) according to the number of REU for which impact fees have been paid.

In no event will the number of REU on an account be lowered without approval of the General Manager.

Section 9. Debt Funding and Recovery of Debt Service

Policy 9.1 Debt Funding

The Commission will use debt funding for the provision of utility infrastructure as necessary.

Policy 9.2 Project Funding

- *Cash fund renewal and replacement capital projects and assets with estimated useful lives of ten years or less.*
- *Fund renewal and replacement and extension and expansion capital projects and assets with estimated useful lives of over ten years by using debt or cash financing, depending on prevailing economic conditions.*

It is the intent to cash fund renewal and replacement (R&R) and extension and expansion (E&E) whenever possible, while maintaining fund balances and rates, fees and charges at reasonable levels. However, for assets of higher value, longer-life, and the policy will provide for the use of debt financing if market conditions dictate that such funding would be a better solution for all customers.

Policy 9.3 Debt Service

It is the intent of the Commission to recover the debt service for R&R projects through basic facility charges and rates and debt service for E&E projects through impact fees.

Policy 9.4 Bond Rating

The Commission will maintain an uninsured bond rating of "AA" or better (as rated by both Moody's and Standard and Poor's) for the combined water and wastewater utilities.

Policy 9.5 Debt Service Coverage

The Commission will maintain rates to meet the coverage tests required by its bond ordinance:

Test 1

$$\frac{\text{Net Operating Revenues (Operating Revenues – Operating Expenses)}}{\text{Total Debt Service}} \geq 1.00$$

And:

Test 2

$$\frac{\text{Net Operating Revenues} + \text{Impact Fees Revenue}}{\text{Total Debt Service}} \geq 1.2$$



Policy 9.6 Debt Service Coverage Action Trigger

Whenever Test 1 is estimated to equal 2.00 or less, the Commission will take necessary corrective actions to ensure that the ratio remains at or above the mandatory level. These corrective actions may include increasing rates and charges, reducing operating expenses, or retiring existing debt.

Each month during the fiscal year, financial projections are made to determine if the debt coverage ratio will remain above 2.00 at the end of the fiscal year. These projections are reported to the Commissioners in order to take corrective action in time to avoid non-compliance with debt covenants.

Section 10. Fund Balances

For the purpose of maintaining financial stability, the Commission will maintain fund balances or cash reserves for use as intended. These cash reserves are considered as available for use under certain circumstances as defined by each policy.

Policy 10.1 Operating Fund Balance

The Commission will meet or exceed minimum Fund² balance requirements and maintain a minimum balance of not less than 200 days of unrestricted cash³.

Unrestricted cash-on-hand gives the Commission flexibility in setting aside funds for the scheduled repair or replacement of capital assets with projected useful lives of ten years or less, acquiring unbudgeted but necessary items, paying for capital cost overruns, implementing small capital projects without bonding, and providing cash for emergency situations, such as a critical asset failure, hurricanes, or economic downturns.

It is at times prudent to decrease the amount of cash-on-hand in order to defray debt, avoid or delay a bond issue by cash-funding capital projects, or prevent or lessen the need for a rate increase.

Policy 10.2 Maintain Operating Fund Balance

If cash reserves fall below the objective of 200 days of unrestricted cash, the Commission will make it a priority to build them back up to that level as soon as possible. Mid-year rate increase may be adopted to meet this objective, as well as other actions.

Policy 10.3 Capital Project Fund Balance

The Commission will maintain a minimum fund balance as a contingency for the Capital Improvements Plan. The minimum balance will be equal to at least 10% of the total annual Capital Improvement Plan projected for R&R projects for the next five years.

² A Fund has a legal definition. It may be a single bank account or a group of accounts and may be held by MPW or by a trustee.

³ This sum will equal 200/365 times the total annual operating budget, excluding debt service.



Policy 10.4 Impact Fee Fund Balance

The Commission will maintain a minimum fund balance of impact fees as a contingency fund for the debt service payments and funding of E&E projects. The minimum fund balance will be at least equal to the debt service payment for the E&E debt for the next year or 10% of the total annual cash-funded Capital Improvement Plan projected for E&E projects for the next five years, whichever is greater.

Policy 10.5 Medical Reserve Fund Balance

The Commission will maintain a Medical Reserve fund balance equal to 25% of the budget for Health Insurance Expense as a contingency for significant medical expense that exceed the budgeted allotment in a given year.

Policy 10.6 Out-of-Town Wastewater Fund Balance

The Commission will maintain an Out-of-Town-Wastewater Fund. The source of the fund is from the out-of-town wastewater surcharge.

Section 11. Funds Management

The term “flow of funds” refers to the binding system of money management that has been established in the Commission’s existing bond ordinance. Under the Commission’s flow of funds system, specific revenues must be deposited into specific funds and then applied to specific types of expenditures in order of importance to the bondholders. Any revenues remaining after these requirements have been met, or revenues from sources which were not pledged toward bond repayment, may be managed and dispersed at the Commissioner’s discretion. Additional Funds may be created, as long as their requirements do not diminish the rights of the bondholders or conflict with the required system.

In this policy document, flow of funds refers to the Commission’s total system of money management including requirements of the existing bond ordinance.

Exhibit 1 to this policy document describes the Commission’s flow of funds system.

Appropriate Disbursement of Operating Revenues

Operating revenues, generated from existing customers, are used to cover operating expenses that benefit these existing customers.⁴

Debt service payments represent the cost of capital facilities that benefit both existing and future customers and are paid with a mixture of operating revenues and impact fees, adding equity to the cost recovery system. If impact fee revenues are unavailable for debt service, payment will come from operating revenues. Such an event would decrease equity between existing and future customers but would protect the Commission’s financial strength.

⁴ An exception is connection charges, which are generated from new customers, and are included in operating revenues. Because expenses involved with new connections are only incurred when new connections occur, these connection revenues and expenses are considered equal and therefore do not create an inequity with this policy.



Another appropriate expenditure of operating revenues is for renewal and replacement (R&R) capital expenditures, including, but not limited to, budgeted routine capital outlays for equipment such as automobiles, and capital projects such as reverse osmosis membrane replacement or other short-term assets.

Appropriate Disbursement of Impact Fee Revenues

Impact fee revenues will be expended only for capital items that directly benefit the future customers for which they were paid. Two types of expenditures are appropriate:

- Direct costs of planning, designing, or constructing capital facilities that will be extended or expanded (E&E) for future customers.
- Debt service payments for capital facilities planned, designed, or constructed for future customers, if available.
- Each year, as a part of the budget resolution, the Commission will determine the amount of water and wastewater E&E cash to transfer to the General Revenue Fund pay towards E&E debt. It is the intent of the Commission to continue the transfers until all E&E debt is paid through impact fee revenues.

Appropriate Disbursement of Non-Operating Revenues

Depreciation is a real, but non-cash, expense. Each year, fixed assets become older, and at some point in time, will need R&R. To keep the cost recovery system equitable, the Commission will recover the cost of the future R&R over time from the customers who will benefit from the R&R.

Appropriate Disbursement of Debt Proceeds and Grants

In most cases, disbursement of bond proceeds (restricted to specific capital projects) will be controlled by a trustee or the State Budget and Control Board. Grant funds will be disbursed for the capital projects for which they were obtained.

Inter-fund Transfers

The Commission may provide for transfers of funds between the general fund, the water impact fee fund and the wastewater impact fee fund as deemed necessary. Such transfers are considered as internal loans between the funds to be reimbursed as soon as reasonably possible. Transfers may include funds for operating and/or capital related expenditures and debt service. The Commissioner's shall approve the transfers and subsequent reimbursements.

Customer Security Deposits

Customer security deposits are deemed as restricted assets and will be maintained and accounted for in a separate cash account. Deposits will be disbursed according to Operating Policy 4.1.3. Security deposits are liabilities and the fund balance is not counted towards any fund balance goal.

Escrow (Maintenance Bond Deposits)

Maintenance bond deposits are deemed as restricted assets and will be maintained and accounted for in a separate cash account. Deposits will be disbursed according to the Commission's Guidelines for Development. Maintenance bond deposits are liabilities and the fund balance is not counted towards any fund balance goal.



Medical Reserve Account

The medical reserve account funds are deemed as restricted assets and will be maintained and accounted for in a separate cash account. The account is designated to provide funding to cover medical claims in excess of budget during the fiscal year. The medical reserve account is a liability and the fund balance is not counted towards any fund balance goal.

Reserve Funds

Reserve funds may be required to be established by the Commissioners from time to time. The action establishing such reserve funds will define the restricted/unrestricted nature of the fund, the segregation of the fund, the use and disbursement policy, the accounting and management of the fund, and the inclusion or exclusion of the fund balance towards any fund balance goal.

Out of Town Wastewater Funds

The out-of-town wastewater surcharge funds are deemed as restricted assets and will be maintained and accounted for in a separate cash account. The account is designated to provide funding for out-of-town wastewater projects. The source of funding is from the out-of-town wastewater surcharge. The fund balance is not counted towards any other fund balance goal.



EXHIBIT 1**Flow of Funds System**

MPW's current flow of funds system is illustrated on the following page.

The six major sources of funds are:

1. Operating revenues primarily generated from existing customers,
2. Non-operating revenues primarily generated from the investment of existing operating revenues,
3. Debt proceeds from lenders for specific projects for existing or future customers
4. Grants or special funds from governmental agencies for specific projects for existing or future customers,
5. Growth-related revenues primarily generated from water and wastewater impact fees paid principally by homebuilders or developers for capacity expansion, and
6. Escrow funds primarily paid by developers as maintenance warranties related to new water and wastewater systems contributed to the Commission.

Operating Revenues

Operating revenues are the Commission's primary source of funds. These revenues come from monthly use charges including basic facility charges, water and wastewater volumetric rates, water and wastewater connection charges for new customers, and miscellaneous charges for ancillary services.

The bond ordinance requires that these revenues be deposited into a Gross Revenue Fund (comprised of all revenues from all sources) and transferred out as needed to protect the interests of the bond holders. The transfers that are to be made are:

1. A sum sufficient to cover Operations and Maintenance costs of the System (i.e., compensation and benefits, contractual services, supplies and materials, travel and education and other O&M expenses),
2. A sum sufficient to cover Debt Service payments due monthly, quarterly or semi-annually as required by the individual debt instruments (these payments are to be transferred to the Trustee at least 5 days before a debt service payment is due), and
3. A sum sufficient to cover expenses for capital projects and capital outlays.

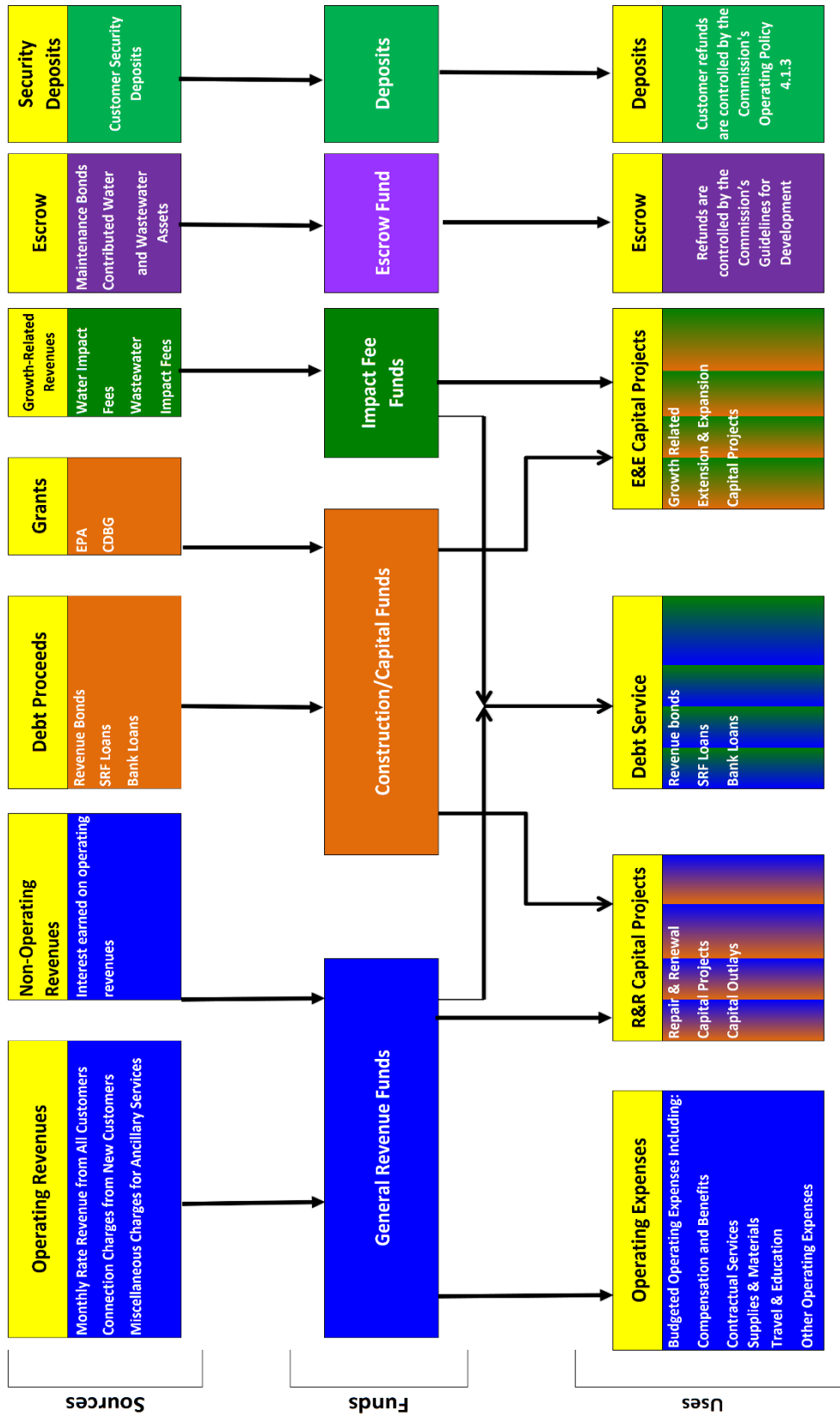
Non-operating Revenues

Non-operating revenues include interest earned primarily on General Revenue Funds and other miscellaneous sources of revenue, such as insurance reimbursements, that are not generated from normal operations. Non-operating revenues are not a steady source of revenue because the amount received depends upon the total amount of money invested at a given time, the interest rate at which it is invested, and other extraneous circumstances. Because these funds are generated from revenues from existing customers, the most appropriate use of the funds is to help pay for R&R capital projects and capital outlays that benefit existing customers.



Flow of Funds Diagram

Flow of Funds Diagram



Impact Fee Revenues

Impact fees are payments made by homebuilders and developers to pay for capital projects and debt service payments of debt funded facilities that benefit future customers. Case law requires that impact fees be used for the direct benefit of future customers. Therefore, the flow of these funds is kept separate from other revenues.

Debt Proceeds and Grants

Debt proceeds and grants are sources of funds provided by lenders or public agencies that are restricted to expenditures on specific capital projects, regardless of the intended beneficiary. Therefore, they are kept separate from other revenues in a construction or capital account.

Escrow (Maintenance Bond)

Escrow funds are warranty-type payments by developers to provide funds for any repairs or replacements needed to water and wastewater assets within a given time frame of contributing the system to MPW (usually two years). These funds are restricted to only repairs or replacements to specific assets for a specific term, and are therefore kept separate from other revenues. If not used, the funds are refunded to the developer.

Security Deposits

Security deposit funds are received from customers to provide funds to cover unpaid water and wastewater bills. These funds are restricted and disbursement is controlled by the Commission's Operating Policy 4.1.3.



Addendum # 1

Bond Ordinance – Definitions

“**Expenses of Operating and Maintaining the System**” shall mean the current expenses, paid or accrued, of operation, maintenance and current repair of the System, as calculated in accordance with generally accepted accounting principles and shall include, without limiting the generality of the foregoing, salaries, wages, employee benefits, cost of material and supplies, cost of water, cost of power, cost of gas, cost of routine repairs, renewals, replacements and alterations occurring in the usual course of business, cost of billings and collections, cost of insurance, cost of audit, taxes, if any, and other administrative and overhead expenses. Expenses of Operating and Maintaining the System shall not include debt service on any Indebtedness or any allowance for depreciation or renewals or replacement of capital assets of the System.

“**Net Earnings**” shall mean the Revenues of the System after deducting the Expenses of Operating and Maintain the System.

“**Net Operating Revenues**” shall mean the Operating Revenues of the System after deduction the Expenses of Operating and Maintaining the System.

“**Operating Revenues**” shall mean all Revenues other than impact fees, as determined, in accordance with generally accepted accounting principles.

“**Revenue**” shall mean all fees, tolls, rates, rentals and charges to be levied in connection with, and all other income and receipts of whatever kind of character derived from the operations of the System, except the proceeds of grants, customer deposits and special assessments for water or sewer improvement, or any amount collected by the Town representing sales tax or user fee with are required by law or agreement to be paid to the State of South Carolina. Revenue shall include any water or sewer tap-in fees, connection fees and impact fees, less any adjustment for refunded impact fees.



EXHIBIT C

MPSC1408



1031 S. Caldwell Street
Suite 100
Charlotte, NC 28203

Phone 704 . 373 . 1199
Fax 704 . 373 . 1113

www.raftelis.com

July 21, 2014

Mr. Mark Coffin
Chief Financial Officer
Mount Pleasant Waterworks
1619 Rifle Range Road
Mount Pleasant, SC 29464

Dear Mark:

Raftelis Financial Consultants, Inc (RFC) is submitting this engagement letter to assist Mount Pleasant Waterworks (MPW) and Camp Dresser McKee, Inc. (CDM) in determining updated water and wastewater residential equivalent units (REUs) for utility planning and rate making purposes. In performing these services, RFC will work with MPW and CDM to develop current demands for the REUs MPW uses in determining its future water and wastewater capacity needs and in assessing its user rates and charges program and impact fees.

MPW has determined that certain commercial customers have been assigned an incorrect number of REUs, which is a equivalent measure of demand used to quantify utility customer loadings and identify future capacity necessary to accommodate new customer demands. Assigning a lower number of water and wastewater REUs to commercial customers has an adverse impact on revenues because MPW assesses its user charges and impact fees based on the equivalent demands associated with REUs. Furthermore, the equivalent measures of demand as expressed in gallons per day (gpd) of water and wastewater used to define an REUs for master planning purposes are not consistent with the REUs used to define user rate block intervals and the anticipated loadings for new customers paying impact fees. These inconsistencies present complexities an potential customer inequities in estimating user charge revenues and defining the current and future levels of service for calculating impact fees.

To address this, MPW has requested that RFC work with CDM as it updates the equivalent measures of demands, existing REUs, and future REUs as part of MPW's water and wastewater master plans updates. This will include RFC participating in conference calls and potential meetings with CDM to understand the approach used to define the REUs used for capacity planning and identify potential approaches to determine consistent equivalent measures of demands and REUs for user rate and impact fee rate making purposes.

To provide this assistance, RFC anticipates a scope of work that includes the following tasks:

- 1. Conference Calls and Meetings:** RFC will participate in a series of conference calls and meetings with CDM and MPW to discuss and understand the technical approach used by CDM to calculate the usage per REU and number of REU currently served by MPW. These calls and meetings will also be used as a forum to discuss the current inconsistencies between the usage factors associated with the planning REUs and those associated with the user rate and charges and impact fees. RFC

Mr. Mark Coffin
Mount Pleasant Waterworks

Page 2

- anticipates working closely with CDM and MPW to ensure the revised equivalent measures of demand and REUs determined as part of the water and wastewater master plans can be tied to and/or reconciled with the REU currently recorded in MPW's billing system. RFC will submit a technical memorandum to document the reconciliation of the planning REU with the user rate and impact fee REU and describe how the equivalent measures of demands will be used for MPW's rate and impact fee programs.
2. **Update MPW Rate Model:** Once the approach to reconciling the REUs is determined, RFC will make appropriate revisions to the MPW Rate Model. This will ensure the appropriate REU are reflected in the customer demand schedules and the usage block intervals for volumetric rates. In addition, MPW has expressed an interest in revising the capital component of the Rate Model to provide more flexibility in evaluating annual debt issues and forecasting debt service on proposed debt issues. RFC will work with MPW to determine the most effective, efficient, and accurate approach to developing annual debt service calculations under the variety of debt funding sources available to MPW.
 3. **Update MPW Impact Fee Model:** RFC will also update the MPW Impact Fee Model to reflect the revised REU approach and impact fee calculations. This will include revising the forecast of impact fee REUs to be consistent with the forecast of planning REU, and the calculation of the water and wastewater impact fees.
 4. **Conduct REU Workshop:** Once the approach to reconciling the REUs is determined and the Models are updated, RFC will conduct a workshop to discuss the approach to reconciling the planning, user rates and charges, and impact fee REUs with MPW staff and Commissioners. This will summarize any adjustments to the REU and the potential rate and impact fee impacts.

To assist MPW and CDM in determining updated water and wastewater REUs, RFC estimates project fees and expenses of \$20,000. This fee estimate is based on approximately 85 hours of effort and the 2014 hourly billing rates for the personnel assigned to the project team. The personnel for this project include Frank Davis serving as Project Manager and Joe Crea serving as Lead Consultant. Direct expenses relate to travel and meals associated with our planned travel for three (3) meetings in Mount Pleasant.

We are pleased to have this opportunity to work with you again and to provide continued assistance to Mount Pleasant Waterworks. If you agree with the scope of services and level of effort documented in this letter, please sign in the space below, and return one copy for our files. Should you have any questions, please do not hesitate to contact Frank Davis at (704) 577-8133.

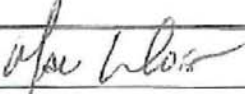
Sincerely yours,
RAFTELIS FINANCIAL CONSULTANTS, INC

George Raftelis
Chairman of Board of Directors

Mr. Mark Coffin
Mount Pleasant Waterworks

Page 3

The Mount Pleasant Waterworks accepts the project terms outlined in this letter:

 _____ Signature	August 20., 2014 _____ Date
CFO _____ Title	Mark L Coffin, CGMA _____ Name of authorized agent

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Memorandum

To: Mount Pleasant Waterworks (MPW)

From: CDM Smith

Date: November 12, 2014

Subject: Water Demand and Wastewater Flow Factors and Future REU Projections

MPW uses residential equivalency units (REUs) as a basis to determine current and future water demands and wastewater flows. An REU is defined as a unit of development (residential, commercial, industrial, or other type) which is equivalent to the average water usage or wastewater flow for a typical residential customer. A standard usage factor (gallons/REU) is applied to the number of REUs to develop water demand and wastewater flow projections, and to calculate impact fees, basic facility charges and excessive-use tiers.

This memorandum describes the evaluation of historical MPW water demands and wastewater flows to develop a recommended standard usage value for future REU assignments. This memorandum also presents future REU projections for the near-term (approximately 5 years), mid-term (approximately 10-years), and buildout (i.e. long-term) planning periods.

Water Demand Factors

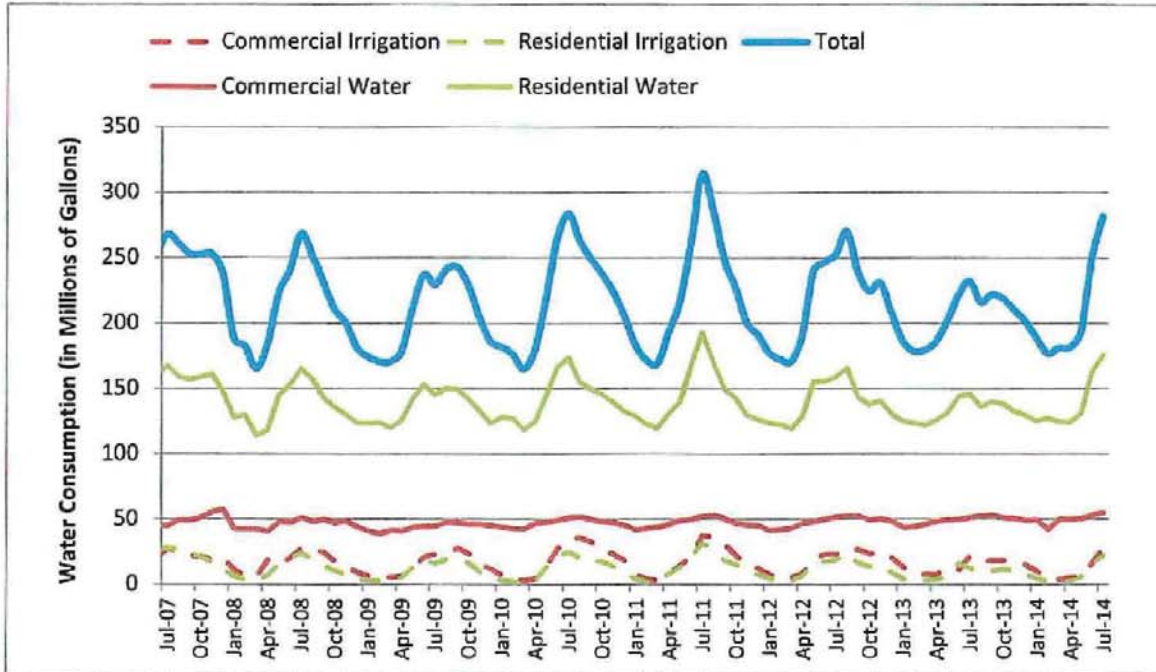
Water demand factors were evaluated from both the perspective of billing data, which can be analyzed by customer type (residential vs. commercial), and from the perspective of water production data, which accounts for the total water supplied to the MPW distribution system including non-billed usage.

Water Billing

Monthly water billing records from 2007 through 2014 were analyzed to compare water use among residential and commercial customers for water and irrigation meters. Historical water usage was also correlated with precipitation data. **Figure 1** shows monthly water consumption trends for the past 7 years. Water consumption trends indicate:

- The annual average water consumption has remained consistent over the past 7 years. As expected, peak consumption is highest during the driest year (2011) and lowest during the wettest year (2013).
- Residential water meters have higher seasonal usage than commercial meters.
- Metered use from irrigation-only meters (including both residential and commercial irrigation meters) is approximately 10 percent of the total water consumption.

Figure 1. Historical Monthly Water Consumption (from Billing Records)



Historical consumption in each category was also compared with the number of REUs for the respective customer accounts, as given in **Table 1**. Each residential water account is assigned one REU. All irrigation meters sized 1-inch or less are also assigned one REU. Irrigation meters greater than 1-inch are assigned a greater number of REUs, proportional to the meter size. A standard factor of 300 gallons per day per REU (gpd/REU) is used to determine the number of REUs allocated to commercial water accounts.

MPW compiled data comparing the number of REUs allocated to commercial customers versus the billed water consumption of those customers in 2013. Assuming one REU is equivalent to 300 gpd average consumption, approximately 700 commercial customers used less than their allocated REUs in 2013 and approximately 90 customers used more than their allocated REUs in 2013. The difference between the allocated and calculated REUs for each customer account was summed, resulting in a net of approximately 4,400 REUs that are allocated to commercial accounts, but are "unused". It is assumed that the number of unused REUs is consistent over the past seven years. Therefore, 4,400 REUs were subtracted from the total allocated commercial REUs for the analysis presented in Table 1.

Table 1. Billed Water Consumption with Adjusted Commercial REUs

Calendar Year	Residential		Commercial			Irrigation		Total					
	Average Billed ⁽¹⁾ (mgd)	REUs	Unit Demand Factor (gpd/REU)	Average Billed ⁽¹⁾ (mgd)	Allocated REUs ⁽²⁾	Adjusted REUs ⁽³⁾	Unit Demand Factor ⁽⁴⁾ (gpd/REU)	Average Billed ⁽¹⁾ (mgd)	REUs	Unit Demand Factor (gpd/REU)	Average Billed ⁽¹⁾ (mgd)	REUs	Unit Demand Factor (gpd/REU)
2010	4.7	27,921	167	1.6	10,392	5,992	260	1.0	3,816	272	7.3	37,729	193
2011	4.7	28,245	167	1.6	10,480	6,080	256	1.0	3,830	267	7.3	38,155	191
2012	4.6	28,664	161	1.6	10,690	6,290	252	1.0	3,872	258	7.2	38,826	185
2013	4.4	29,325	149	1.6	11,111	6,711	241	0.7	3,882	190	6.7	39,918	168

1) Average water consumption from monthly billing records. Does not include non-revenue water usage.

2) Allocated commercial REUs are based on the REUs in the customer billing database.

3) The allocated commercial water REUs were adjusted down by 4,400 to account for unused commercial REUs based on recent billing data.

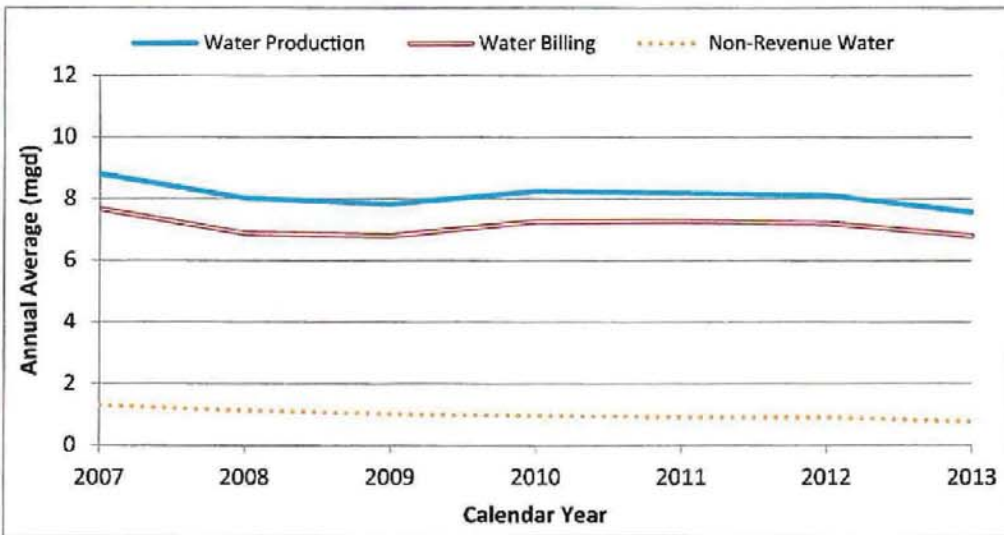
4) Commercial unit demand factor is calculated using the adjusted REUs.

In general, the billed consumption per REU for residential water accounts is within 10 percent of the billed consumption per allocated REU for commercial water accounts, and has remained consistent over the past 7 years. However, the average usage per commercial REU increases from 148 gpd/REU to 255 gpd/REU once the number of commercial REUs are adjusted. The billed consumption for irrigation REUs is also higher than residential water REUs. Consumption per REU for irrigation accounts increases during dry years and decreases during wet years.

Water Production

Water production is used to determine the water demand factor per REU for the Comprehensive Utility Master Plan Update (Master Plan Update) to account for sizing of water distribution infrastructure and water production capacity. **Figure 2** shows a comparison of annual average water consumption from billing data versus combined water production from the water treatment plants and water supplied from Charleston Water System (CWS). The difference between water production and consumption, referred to as non-revenue water, is approximately 10 percent of the total water production and has decreased from 15 percent since 2007.

Figure 2. Historical Annual Average Water Production and Billing



Water Demand and Wastewater Flow Factors and Future REU Projections
 October 30, 2014
 Page 5

When considering water production, both residential and commercial water REUs and irrigation REUs were combined together and compared with total water production to determine a single water demand factor (**Table 2**). Since 2007, MPW's average day demand (ADD) unit factor has ranged from 188 to 228 gpd/REU, with an average of 209 gpd/REU. The 90th percentile value over this period is 222 gpd/REU, i.e. 90 percent of the ADD unit demand factors since 2007 have been less than 222 gpd/REU.

Table 2. Water Demand Factors

Calendar Year	ADD ¹ (mgd)	Adjusted Water REUs ²	Irrigation REUs	Total REUs ³	ADD Unit Demand (gpd/REU)
2010	8.2	33,913	3,816	37,729	218
2011	8.2	34,325	3,830	38,155	214
2012	8.0	34,954	3,872	38,826	205
2013	7.5	36,036	3,882	39,918	188

1) Average day demand from combined RO plant flow and water supply from CWS

2) The allocated water REUs were adjusted down by 4,400 to account for unused commercial REUs (see Table 1).

3) Total REUs = water REUs plus irrigation REUs

Wastewater Flow Factors

The average monthly wastewater flow based on records at the Rifle Range Road and Center Street wastewater treatment plants for 2007 through 2014 is shown in **Figure 3**. Historically, the wastewater REUs comprise approximately 95 percent of the water REUs since some customers in the service area receive water from MPW, but are on septic systems for wastewater. The commercial wastewater REUs were adjusted similar to the water REUs. Of the 4,400 unused commercial water REUs, 4,300 are also allocated to MPW's wastewater system. Therefore, 4,300 REUs were subtracted from the total allocated wastewater REUs. **Table 3** lists the average annual wastewater flow, REUs, and unit flow factor. Since 2007, flow factors range from 190 to 215 gpd/REU for average wastewater flow conditions, with an average of 202 gpd/REU. The 90th percentile value over this period is 213 gpd/REU.

Figure 3. Historical Monthly Wastewater Flow

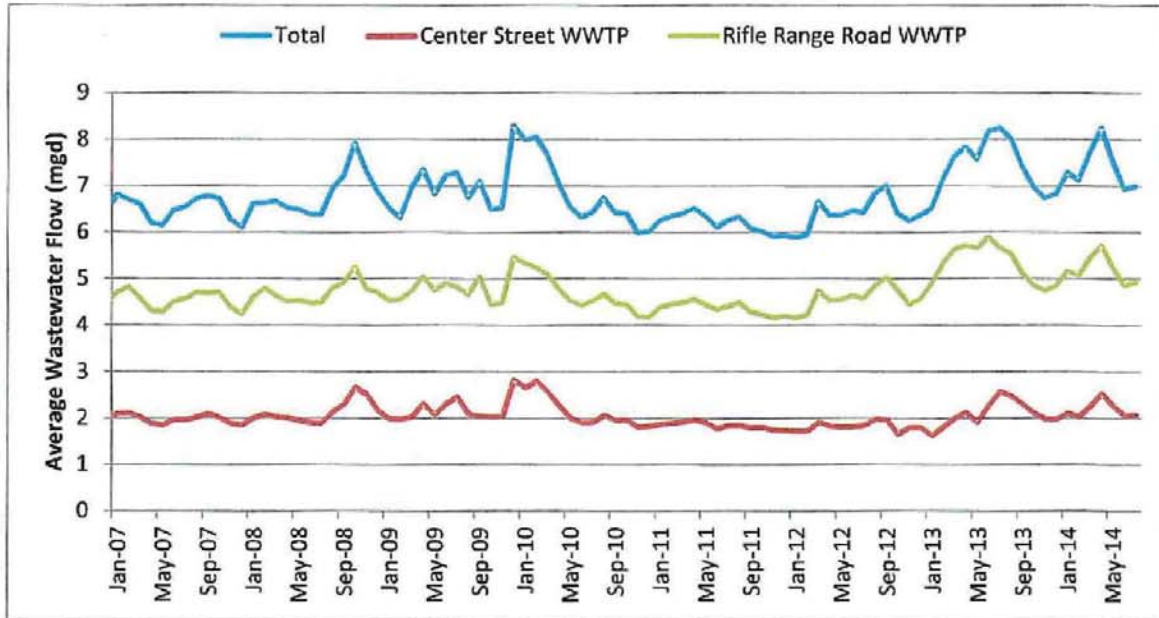


Table 3. Wastewater Flow Factors

Calendar Year	Average Annual Flow ¹ (mgd)	Allocated Wastewater REUs ²	Adjusted Wastewater REUs ³	Unit Flow Factor (gpd/REU)
2010	6.8	36,361	32,061	212
2011	6.2	36,880	32,580	190
2012	6.4	37,625	33,325	192
2013	7.4	38,663	34,363	215

1) Total average annual flow based on flow records at Rifle Range Road and Center Street wastewater treatment plants.

2) Total allocated wastewater REUs based on billing data.

3) The allocated wastewater REUs were adjusted down by 4,300 to account for unused commercial REUs.

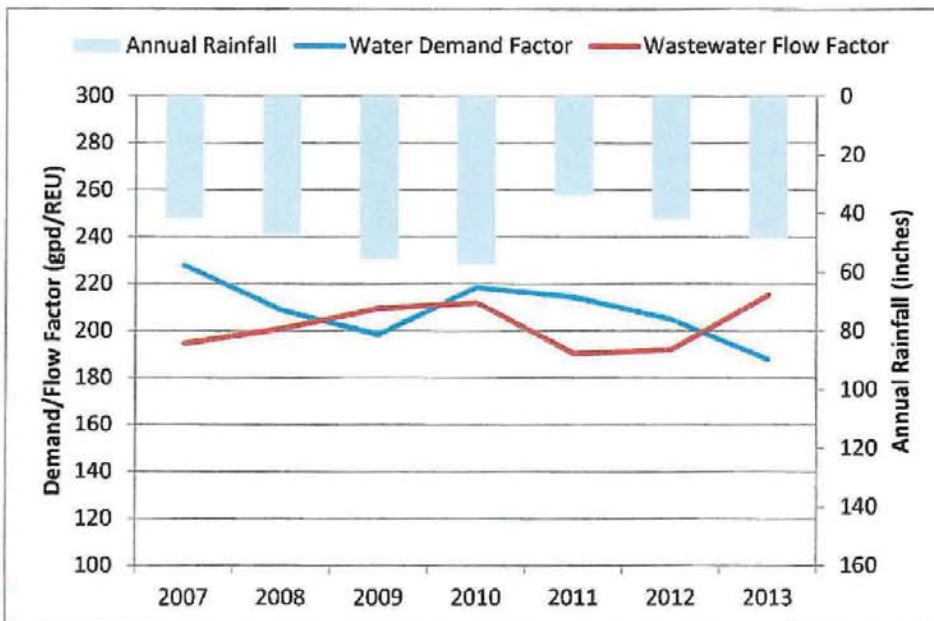
REU Assignment Recommendations

The 2010 Master Plan used a water demand factor of 215 gpd/REU and wastewater flow factor of 205 gpd/REU to develop the system-wide Capital Improvement Plan. However, MPW currently uses a common factor of 300 gpd/REU to determine both water and wastewater impact fees and rate calculations.

Figure 4 provides a comparison of water demand factors and wastewater factors since 2007, assuming the commercial REUs are adjusted as given in Tables 2 and 3. Typically, wastewater factors are slightly less than water demand factors. For 2011, the driest year since 2007, the wastewater flow factor is 89 percent of the water demand factor. However, as shown in Figure 4, the wastewater factors are highest during years with more rainfall. This is indicative of reduced irrigation water use (which is not returned to the wastewater system) and higher infiltration/inflow (I/I) into the wastewater system during wet years.

Since the historical water and wastewater factors are similar, a common value of 220 gpd/REU is recommended for future REU assignments. This value is a conservative estimate of the characteristics of demand on MPW's system over a 7 year historical period including both wet and dry years.

Figure 4. Historical Annual Water Demand, Wastewater Flow, and Rainfall



Other Considerations

Tiered Water Charges

MPW's current volumetric rate structure is based on an REU equivalent of 300 gpd/REU. Customers that exceed the allocated 300 gpd/REU usage on a monthly basis are charged an additional excessive use charge. The excessive use charges fall into the following tiers (tier 1 is regular usage charged for all gallons consumed):

- Tier 2: 9,201 to 18,400 gallons/REU/month (up to double the allocated 300 gpd/REU)
- Tier 3: 18,401 to 27,600 gallons/REU/month (double to triple the allocated 300 gpd/REU)
- Tier 4: 27,601 or more gallons/REU/month (triple or more the allocated 300 gpd/REU)

The 2013 billing data was analyzed to determine how a change in REU equivalent to 200 gpd/REU would impact the number of customers subject to excessive use charges. **Table 4** lists the percent of water and irrigation accounts that would be subject to tier 2 through 4 charges based on the average annual usage assuming the tiers are adjusted to corresponding multiples of 200 gpd/REU (i.e. tier 2 = up to double 200 gpd/REU; tier 3 = double to triple 200 gpd/REU; tier 4 = greater than triple 200 gpd/REU).

Table 4. Comparison of 2013 Accounts Subject to Excessive Use Charges

Tier Charges	200 gpd/REU Basis			300 gpd/REU Basis		
	Gallons/REU/ month ¹	% of Water Accounts ²	% of Irrigation Accounts ³	Gallons/REU/ month ¹	% of Water Accounts ²	% of Irrigation Accounts ³
Tier 1 only	6,100 or less	78.0%	78.2%	9,200 or less	93.5%	86.5%
Tier 1 & 2	Up to 12,300	19.6%	13.0%	Up to 18,400	6.0%	9.4%
Tier 1 & 2 & 3	Up to 18,400	1.9%	4.6%	Up to 27,600	0.3%	2.1%
Tier 1 & 2 & 3 & 4	18,401 or more	0.5%	4.2%	27,601 or more	0.2%	2.1%

1) Data is based on allocated REUs without any adjustment for unused commercial REUs.

2) Percentage of all water accounts that would be subject to given tier charges based on 2013 annual average water usage from billing data.

3) Percentage of irrigation accounts with meters less than 1-inch that would be subject to given tier charges based on 2013 annual average water usage from billing data.

The tier distribution of accounts presented in Table 4 indicates that 22 percent of water accounts and 22 percent of irrigation accounts (with less than 1-inch meters) would be subject to tier 2 or higher excessive use charges based on annual average usage of 200 gpd/REU or less. In comparison, 7 percent of water accounts and 14 percent of irrigation accounts (with less than 1-inch meters) were subject to tier 2 or higher excessive use charges in 2013 based on annual average usage of 300 gpd/REU or less.

SCDHEC Contributory Loading

The South Carolina Department of Health and Environmental Control (SCDHEC) has recently changed the evaluation criteria for consideration of a reduction in unit contributory loading for wastewater treatment facility capacity. The revised methodology uses the average of the three highest months of wastewater flow within the past three years. This methodology is currently under debate and may be subject to change.

For MPW, using the three highest months of wastewater flow would result in a flow per REU equivalent to 237 gpd/REU, as shown in **Table 5**. However, further discussions with regulators would be necessary to determine if reduction below 300 gpd/REU would be feasible.

Table 5. Wastewater Flow Factors based on Three Highest Months

Month ¹	Rainfall ² (inches)	Monthly Average Flow ³ (mgd)	Total Adjusted Wastewater REUs ⁴	Unit Flow Factor (gpd/REU)
June 2013	10.25	8.17	34,340	238
July 2013	3.43	8.24	34,477	239
April 2014	2.18	8.26	35,252	234
			Average	237

1) Three months with the highest average wastewater flow from 2010 to 2014.

2) Total monthly rainfall at the Charleston International Airport.

3) Average monthly flow based on flow records at Rifle Range Road and Center Street wastewater treatment plants.

4) The allocated wastewater REUs from billing data were adjusted down by 4,300 to account for unused commercial REUs.

Future REU Projections

The water and wastewater evaluations conducted for the Master Plan Update will evaluate near-term, mid-term, and buildout planning periods. REU projections will be used to estimate water demand and wastewater flows.

As part of the 2010 Master Plan, growth projections were developed based on both population forecasts for the Town from a McKibben Demographic Research study (low growth scenario) and future land use provided in the *Town of Mount Pleasant 2009-2019 Comprehensive Plan* (high growth scenario). The high growth scenario based on future land use was ultimately used to identify potential improvements to the water and wastewater systems.

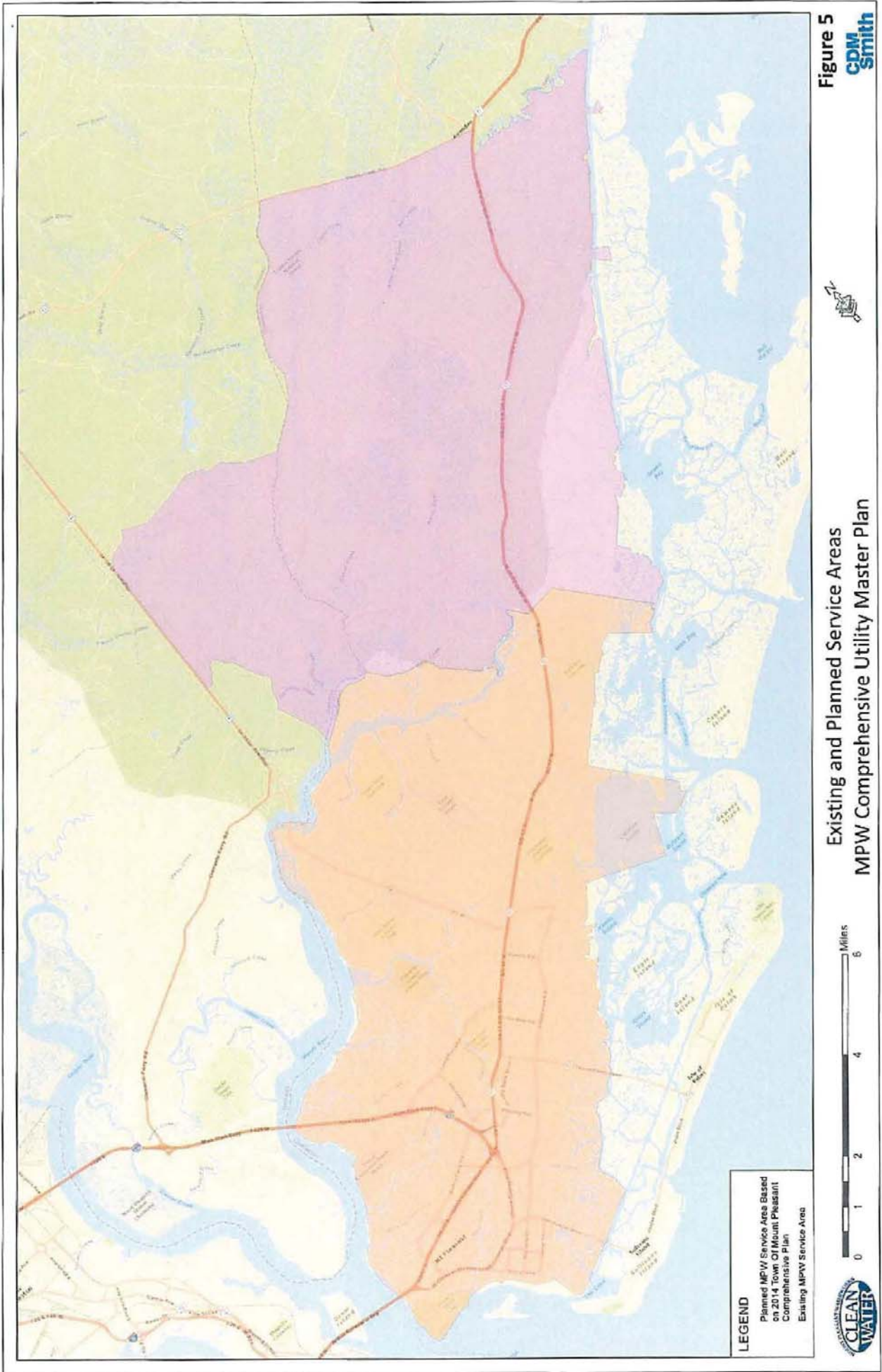
The Town of Mount Pleasant is completing a 2014 Comprehensive Plan Update. The future REU projections in this memorandum have been updated from the 2010 projections to reflect changes to the future land use in the 2014 Comprehensive Plan Update. In addition, the Town has expanded its planning area to include areas of Charleston County east of Guerins Bridge Road to Steed Creek

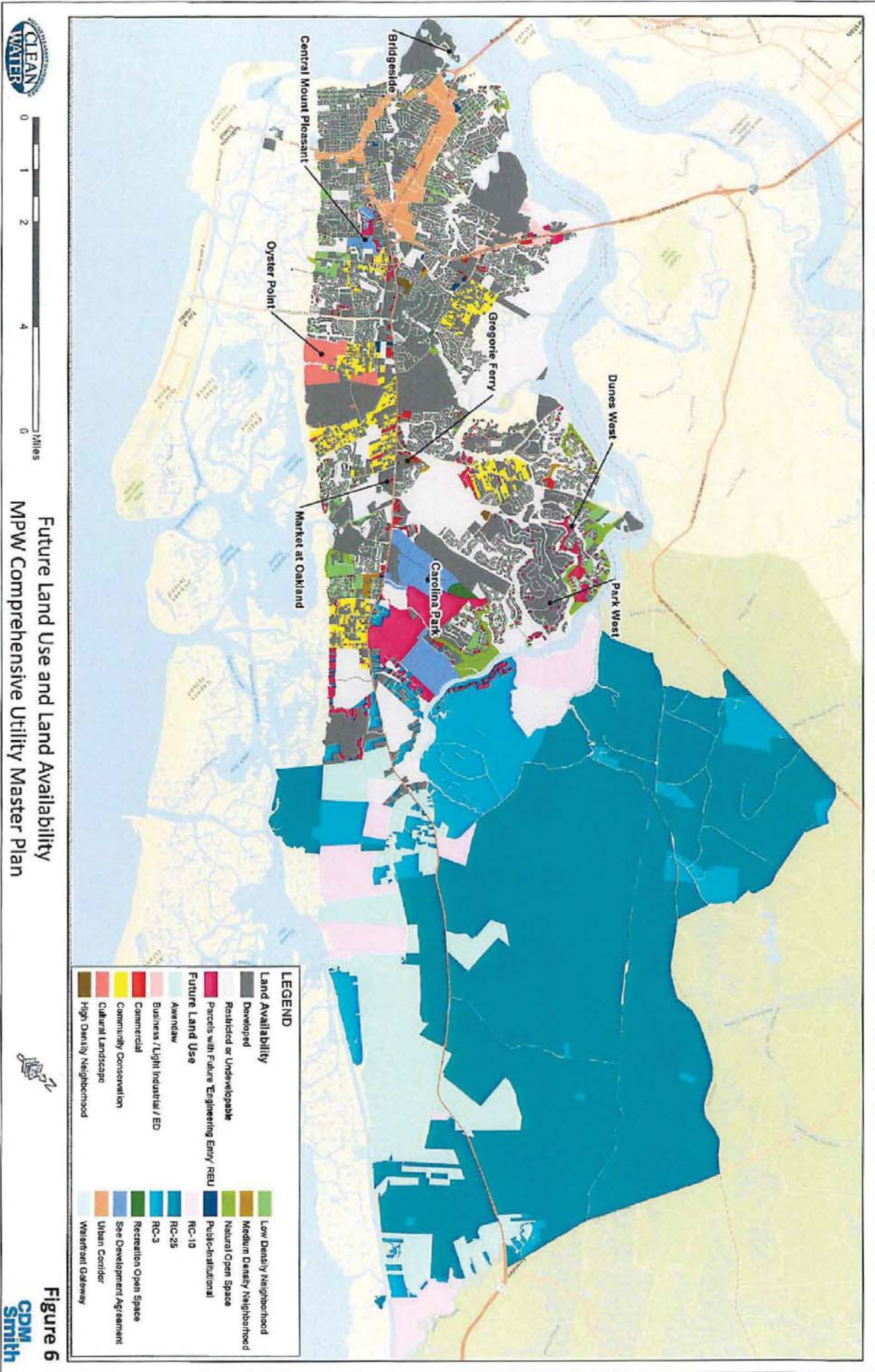
Road, as shown on **Figure 5**. The projections provided herein assume that the MPW service area will also be expanded to match with the Town's planning area boundary.

A similar methodology to that used for the 2010 Master Plan was used to update the growth projections based on future land use. The overall REUs estimated based on the future land use of the water service planning area were used to determine overall growth of the system.

Figure 6 shows the future land use and land availability reflected in the 2014 Comprehensive Plan Update. It was assumed that all developable land would be built-out to the maximum use specified in the 2014 Comprehensive Plan Update. Developed, undevelopable, and restricted properties were assumed to remain as-is with the exception of the "urban corridor" land use. Areas within this corridor are expected to be redeveloped to a higher density based on the Comprehensive Plan and zoning. The projections also account for some specific developments, most of which were identified in the 2010 Master Plan, but are not currently fully developed (based on 2014 REUs within those properties). "Engineering entry" REUs are also included in the projections and are considered once the Impact Fees are paid, the system is completed, and all permits have been obtained. Capacity for the engineering entry REUs is accounted for by MPW. **Table 6** shows how the total number of future REUs were determined for buildout conditions and presents a comparison of the 2010 and 2014 REU projections.

The projected future additional REUs based on the 2014 land use plan are approximately 15 percent greater than the REUs estimated in the 2010 Master Plan. Approximately 27,000 future REUs will be added to the service area by buildout. Of these, the expanded portion of the service area accounts for approximately 2,600 REUs at buildout.





Future Land Use and Land Availability
MPW Comprehensive Utility Master Plan

Figure 6
CDM
Smith

Table 6: Comparison of 2010 REU Projections and Updated 2014 REU Projections

Description	2010 REU Projections ¹⁾			2014 REU Projections ²⁾			Notes
	Acres	REU/ Acre	Future Additional REUs ³⁾	Acres	REU/ Acre ⁴⁾	Future Additional REUs ⁵⁾	
Engineering Entries Parcels with future Engineering Entry REUs	1,499	n/a	2,207	1,370	n/a	1,125	Not including Carolina Park
Urban Corridor Redevelopment							
Coleman & Ben Sawyer Boulevards	224	16.0	2,456	224	16.0	2,418	Based on zoning of max density for residential between 16-20 units/acre
Johanne Dadds Boulevard	600	12.0	4,002	600	12.0	4,042	Based on estimate used for 2010 Master Plan
Chuck Dawley Boulevard	52	6.5	185	52	16.0	725	Updated based on zoning of max density for residential between 16-20 units/acre
Urban Corridor Redevelopment Subtotal	876		6,643	876		7,285	
Developable Parcels (outside of Urban Corridor)							
Specific Developments ⁶⁾							
Carolina Park	1,621	n/a	3,037	1,723	n/a	2,676	Total estimated wastewater flow of 911,200 gpd = 3,037 REUs
Market at Ockonof Plantation	74	n/a	385	74	n/a	355	Total 676,000 sq ft of office & retail space
Gregorie Ferry Landing	15	n/a	259	21	n/a	129	Total 232 condominium units & 40,000 sq. ft. of commercial/retail space
Bridgeside	46	n/a	1,018	46	n/a	1,014	Total 180,000 sq ft office; 120,000 sq ft retail; 30,000 sq ft restaurant; 565 residential units; 700 hotel rooms
Central Mount Pleasant	n/a	n/a	0	83	n/a	835	391 single family units; 25 townhomes; 419 apartments approved
Other Developable Parcels by Landuse							
Business / Light Industrial / ED	134	2.0	249	139	2.0	130	REU/Acre based on existing development (parcel <5 acres)
Commercial	266	4.6	1,076	227	4.6	833	REU/Acre based on existing development (parcel <5 acres)
Community Preservation	1208	1.3	1,072	1,127	3.0	3,000	REU/Acre revised based on 2014 zoning density
Cultural Landscape	350	0.0	0	417	3.0	1,317	REU/Acre revised based on 2014 zoning density
High Density Neighborhood	59	8.6	494	59	9.0	412	REU/Acre revised based on 2014 zoning density
Low Density Neighborhood	851	3.0	2,108	1,011	3.0	2,022	REU/Acre revised based on 2014 zoning density
Medium Density Neighborhood	92	6.5	584	85	6.0	294	REU/Acre revised based on 2014 zoning density
Natural Open Space	667	0.0	0	555	0.0	0	No new development
Public-institutional	101	1.3	123	51	1.3	61	REU/Acre based on existing development (parcel <5 acres)
Recreation Open Space	40	0.0	0	21	0.0	0	No new development
Rural Conservation	1254	0.5	727	n/a	n/a	0	Landuse not applicable for 2014 update
Rural Conservation - 3	2453	0.3	818	3,458	0.3	1,153	REU/Acre based on zoning 1 unit/3 acres
Rural Conservation - 10 ⁶⁾	698	0.1	70	752	0.1	80	REU/Acre based on zoning 1 unit/10 acres
Rural Conservation - 25 ⁶⁾	361	0.04	14	502	0.04	21	REU/Acre based on zoning 1 unit/25 acres
Waterfront Gateway	209	12.0	2,496	n/a	n/a	0	Landuse categorized by Cooper River and Wando River for 2014 update
Waterfront Gateway - Cooper River	n/a	n/a	0	45	12.0	571	REU/Acre revised based on 2014 zoning density
Waterfront Gateway - Wando River	n/a	n/a	0	174	6.0	1,114	REU/Acre revised based on 2014 zoning density
Developable Parcels Subtotal	10,500		14,530	10,571		16,019	
Additional Service Area for 2014 Master Plan ⁷⁾							
Rural Conservation - 3	n/a	n/a	0	2,877	0.3	920	REU/Acre based on zoning 1 unit/3 acres
Rural Conservation - 10	n/a	n/a	0	2,298	0.1	245	REU/Acre based on zoning 1 unit/10 acres
Rural Conservation - 25	n/a	n/a	0	34,440	0.04	1,468	REU/Acre based on zoning 1 unit/25 acres
Additional Service Area Subtotal	n/a		0	39,614		2,633	
GRAND TOTAL	11,875		23,381	52,832		26,952	

1) 2010 REU projections based on Future Land Use from 2009-2019 Comprehensive Plan
 2) 2014 REU projections based on Future Land Use from 2014 Comprehensive Plan Update
 3) Future Additional REUs = Acreage multiplied by REU/acre minus any existing REUs within the specified parcels plus an increase of 5 percent to account for uncertainty in future projections.
 4) For values in REU, the REU/acre density has changed since the 2010 Comprehensive Utility Master Plan based on updated 2014 zoning density
 5) Development within Park West, Dunes West, and Oyster Point neighborhoods are accounted for under Engineering Entries and within the developable parcel by landuse.
 6) It is assumed that MPW will not extend wastewater service to areas located north of the Wando River and areas east of Guenters Bridge Road that are zoned for rural conservation-10 and rural conservation-25.
 7) It is assumed that MPW will extend water service to the additional service area, but not wastewater service.



Water Demand and Wastewater Flow Factors and Future REU Projections
 October 30, 2014
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A total of 65,591 REUs are projected at buildout for the entire planning area including the additional service area east of Guerins Bridge Road to Steed Creek Road. As shown in **Figure 7**, the total existing REUs in 2014 (38,629 REUs adjusted for unused commercial REUs) are similar to those projected in the 2010 Master Plan (38,545 REUs adjusted for unused commercial REUs), indicating that growth over the past 7 years has followed the linear trend projected in the 2010 Master Plan. Based on MPW's planned development information, the following growth rates are assumed for each planning period:

- **Existing to near-term planning period** – Growth is assumed to be 2.0 percent per year.
- **Near-term to mid-term planning period** – Growth is assumed to be 1.5 percent per year.
- **Mid-term to buildout planning period** – Growth is assumed to be 1.4 percent per year, with a buildout year of 2049 (consistent with the 2010 Master Plan). It is assumed MPW will extend service to the area east of Guerins Bridge Road between mid-term and buildout.

Figure 7 presents the projected REU growth trend through buildout. **Table 7** summarizes the REU projections for each planning period. The water REUs in Table 7 correspond to the REU projections in Table 6 and Figure 7. In addition, some water users will have separate irrigation meters. A review of historical REU data indicates that irrigation REUs comprise approximately 9 percent of MPW's total allocated water REUs. It is assumed that irrigation REUs will remain at the same percentage of overall water use in the future. The projected irrigation REUs given in Table 7, along with projected water REUs, will be used in the calculation of future water demands.

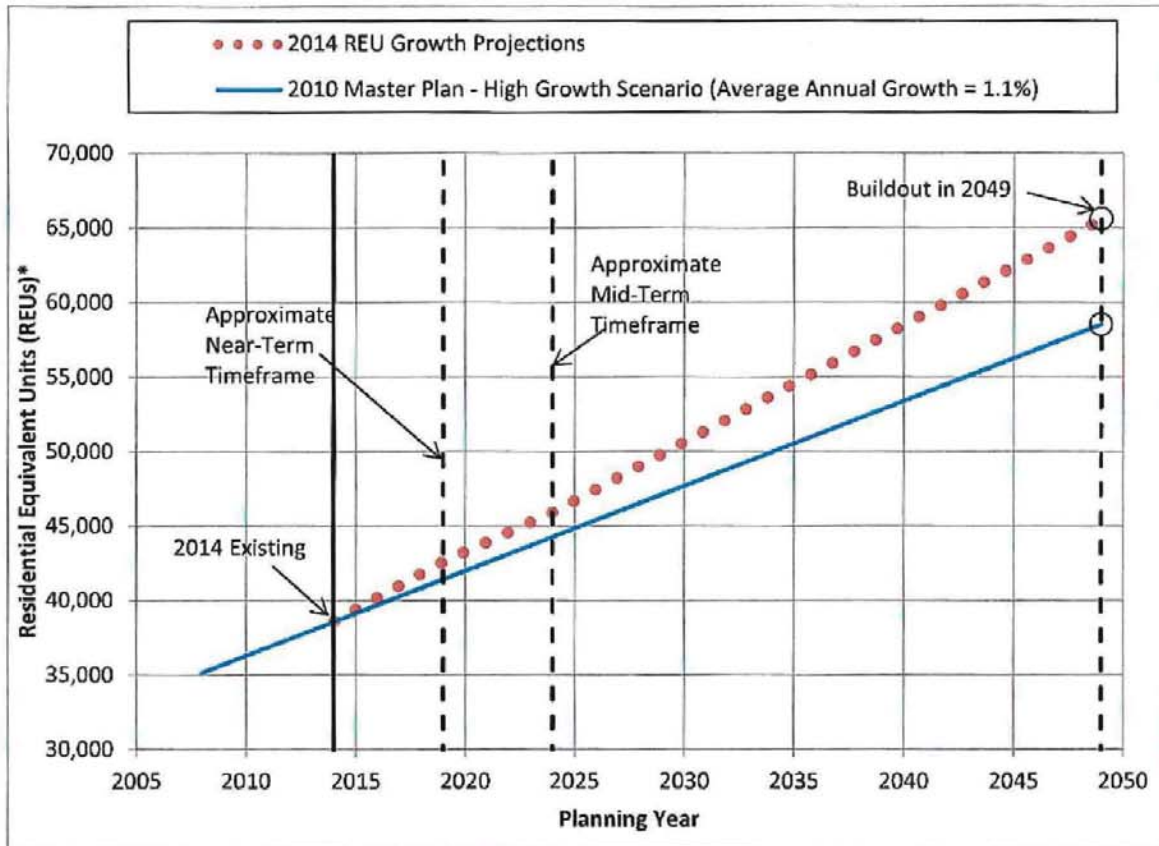
Table 7. Summary of REU Projections

Planning Period	Approximate Year	Projected REUs		
		Water	Irrigation	Wastewater
Existing*	2014	38,629	3,981	37,067
Near-Term	2019	42,650	4,218	41,088
Mid-Term	2024	45,946	4,544	44,384
Buildout	2049	65,591	6,487	62,857

*The existing allocated water REUs were adjusted down by 4,400 to account for unused commercial REUs. The existing allocated wastewater REUs were adjusted down by 4,300 to account for unused commercial REUs. Existing REUs do not include engineering entries.

Water Demand and Wastewater Flow Factors and Future REU Projections
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Figure 7. MPW Service Area Future REU Projections



* Note: 2010 High growth scenario and 2014 existing REUs adjusted down by 4,400 to account for unused commercial REUs.

The wastewater REUs for recent years comprise approximately 95 percent of the water REUs. The difference can be attributed to MPW’s customers who receive water service, but are still on septic systems for wastewater as well as other water use that is not returned to the sewer. It is assumed that the number of existing water customers on septic will remain relatively unchanged for the near-term and mid-term planning periods. However, by buildout all customers on septic systems will receive both water and sewer service from MPW (i.e. water REUs will be equivalent to sewer REUs). It was also assumed that all future development within the service area planning boundary will receive both water and sewer service from MPW, with the exception of the following areas:

- It is assumed that MPW will not extend wastewater service to areas north of the Wando River that are zoned for rural conservation less than 1 unit per 3 acres.

Water Demand and Wastewater Flow Factors and Future REU Projections
 October 30, 2014
 Page 16

- It is assumed that MPW will not extend wastewater service to the additional planning area east of Guerins Bridge Road.

Allocation of Future REUs

The projected REUs for the near-term and mid-term planning scenarios are assigned to specific areas based on discussions with MPW and the Town of Mount Pleasant Planning and Development department about the probable timing and location of future development in the service area. **Figure 8** shows the general areas that are expected to develop in the near-term and mid-term.

Near-Term Planning Period

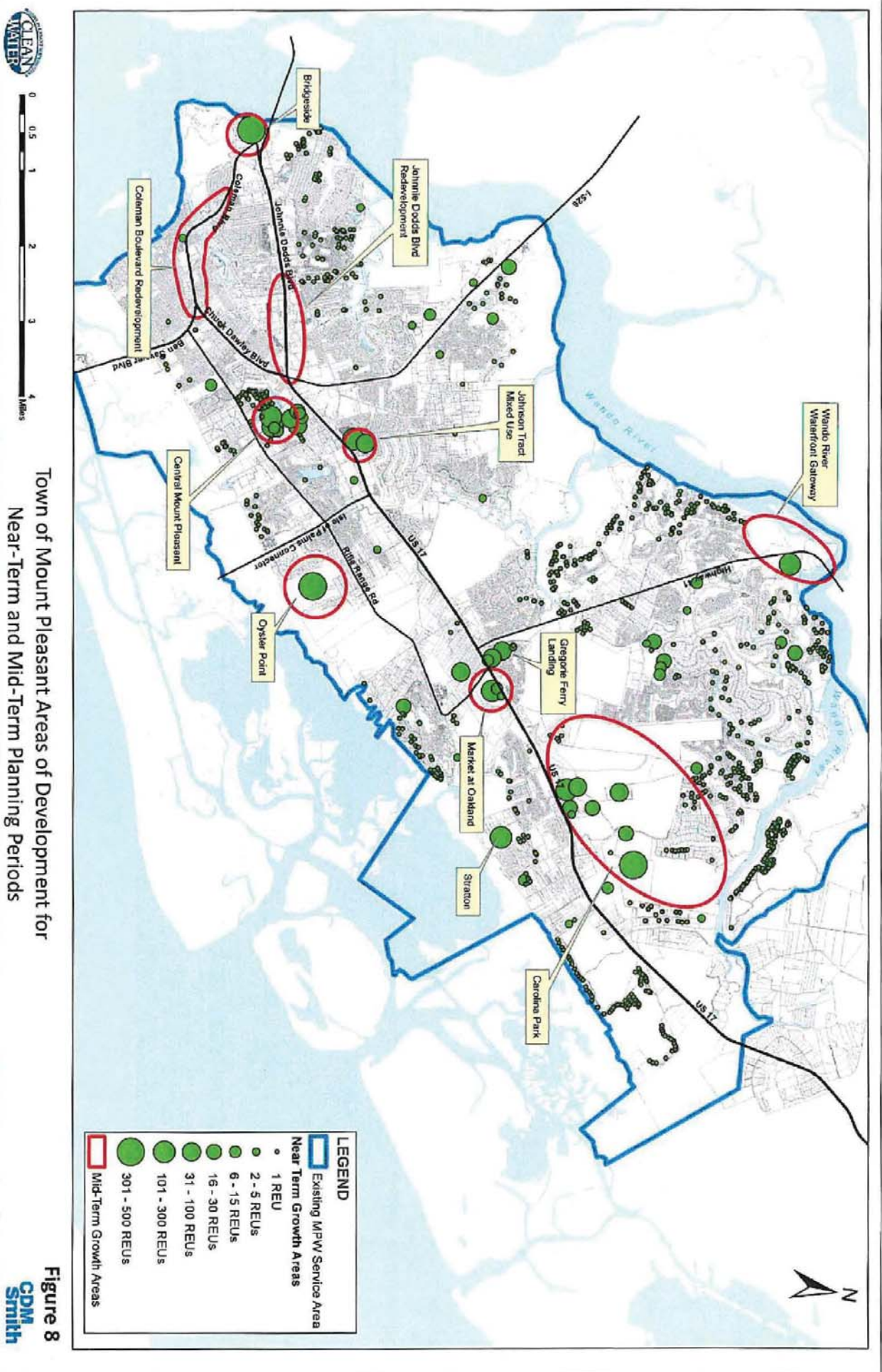
The following assumptions are used in allocating the future REUs for the near-term planning period:

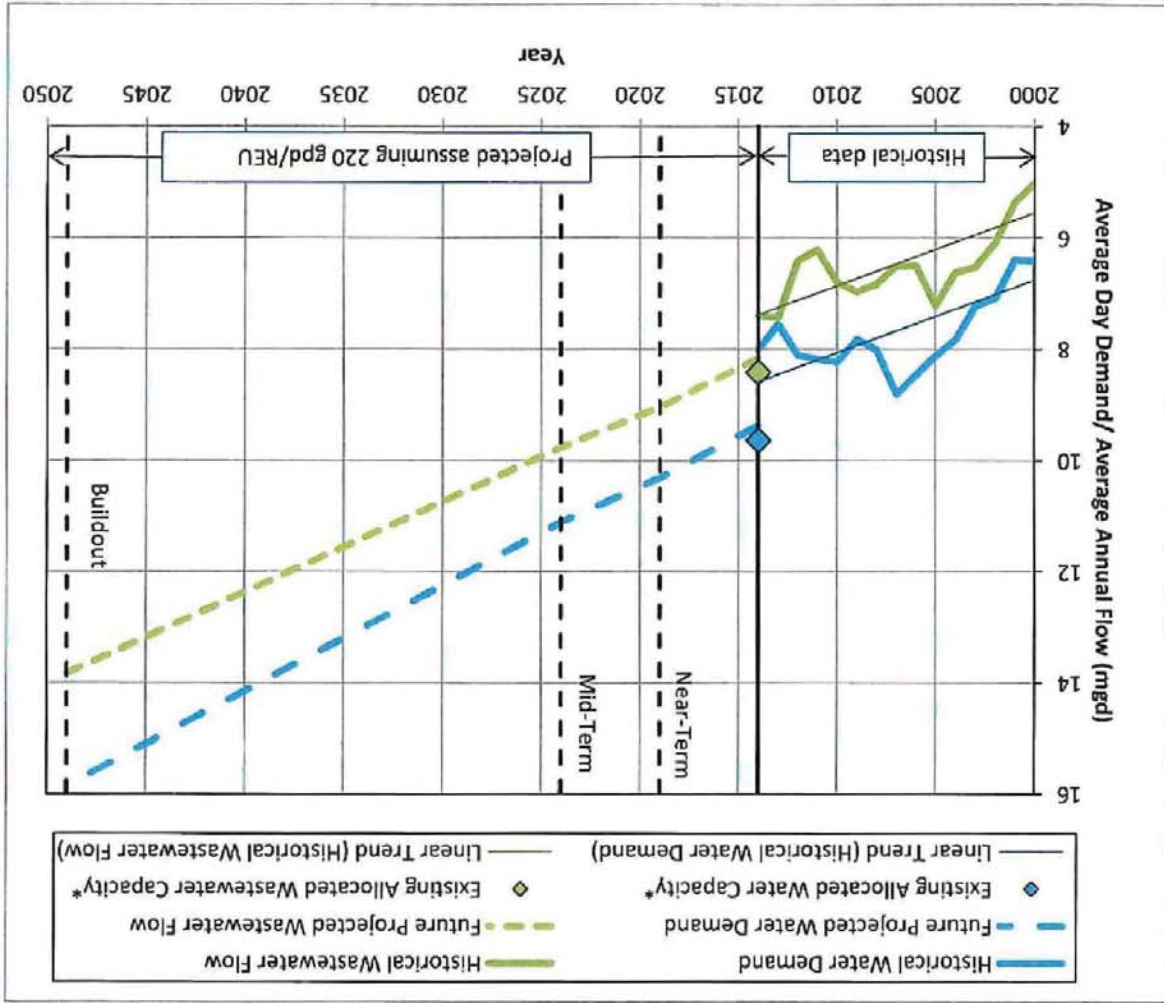
- All existing engineering entries will be converted to active REUs by the near-term.
- The Gregorie Ferry Landing and Stratton by the Sound developments will be 100 percent completed.
- The Market at Oakland Plantation will be approximately 75 percent built-out.
- Carolina Park will be approximately 25 percent built-out.
- The following development projects will be completed to approximately 50 percent of buildout in the near-term: Bridgeside, Central Mount Pleasant, Oyster Point, Johnson Tract mixed-use development.
- Development within the Wando River Waterfront Gateway area will occur (to approximately 25 percent of buildout).

Mid-Term Planning Period

The following assumptions are used in allocating the future REUs for the mid-term planning period:

- The following development projects will be 100 percent completed by mid-term: Market at Oakland Plantation, Central Mount Pleasant, Oyster Point, Johnson Tract mixed-use development.
- Carolina Park and Bridgeside development will be approximately 75 percent built-out.
- Development within the Wando River Waterfront Gateway area will continue (to approximately 50 percent of buildout).
- Some redevelopment along Johnnie Dodds Boulevard and Coleman Boulevard will occur.





* Note: Allocated average day water demand and average annual wastewater flow capacity calculated assuming 220 gpd/REU. Allocated capacity includes all existing REUs plus engineering entry REUs.

Figure 9. Water Demand and Wastewater Flow Projections

The historical and projected average day water demand and average annual wastewater flow projections are shown in Figure 9.

Water Demand Projections

Projected average day water demand is calculated by applying the water demand factor of 220 gpd/REU to the future REUs. To determine projected maximum day demand (MDD), a peaking factor of 1.6 is applied to the average day demand. This peaking factor represents the 90th percentile historical value from 2007 through 2013 and is the same as the MDD:ADD peaking factor used in the 2010 Master Plan. **Table 8** summarizes the water demand projections for near-term, mid-term, and buildout planning periods.

Table 8. Water Demand Projections

Planning Period	Approximate Year	Average Day Demand ¹ (mgd)	Maximum Day Demand ² (mgd)
Existing Actual	2014	8.0	11.6
Near-Term	2019	10.3	16.5
Mid-Term	2024	11.1	17.8
Buildout	2049	15.9	25.4

- 1) Existing ADD is based on actual water usage. ADD for near-term, mid-term and buildout based on a demand factor of 220 gpd/REU.
- 2) Existing MDD is based on actual water usage. MDD for near-term, mid-term and buildout based on MDD:ADD peaking factor of 1.6.

Wastewater Flow Projections

Similar to the water demands, the projected average annual wastewater flow is calculated by applying the water demand factor of 220 gpd/REU to the future REUs. Peak wet weather wastewater flow is estimated by applying a peaking factor of 3.65, which is the same peaking factor used in the 2010 Master Plan. This peaking factor results in a peak unit flow per REU of approximately 800 gpd/REU, which is slightly greater than the State design criteria of 300 gpd/REU x 2.5 peaking factor = 750 gpd/REU. **Table 9** summarizes the wastewater flow projections for near-term, mid-term, and buildout planning periods.

Table 9. Wastewater Flow Projections

Planning Period	Approximate Year	Average Annual Flow ¹ (mgd)	Peak Flow ² (mgd)
Existing Actual	2014	7.4	--
Near-Term	2019	9.0	32.9
Mid-Term	2024	9.8	35.8
Buildout	2049	13.8	50.4

- 1) Existing annual average flow is based on flow records at Rifle Range Road and Center Street wastewater treatment plants. Annual average flow for near-term, mid-term and buildout based on a flow factor of 220 gpd/REU.
- 2) Peak flow for near-term, mid-term and buildout based on a peaking factor of 3.65.



Mount Pleasant Waterworks

- Schedule 1: **FY 2007 Water & Wastewater System Demands**
- Schedule 2: **Water & Wastewater System Capacities**
- Schedule 3: **Fixed Assets Records as of June 30, 2007**
- Schedule 4: **Capital Improvements Plan ("CIP")**
- Schedule 5: **Existing Debt Credit Calculations**
- Schedule 6 - A: **Water Impact Fee Proposed Debt Principal Credit Calculation**
- Schedule 6 - B: **Wastewater Impact Fee Proposed Debt Principal Credit Calculation**
- Schedule 7: **Reimbursement Portion of Impact Fees Related to Existing Facilities**
- Schedule 8: **Impact Fee Revenue Forecast**
- Schedule 9: **Debt Service Estimates for Expansions & Extensions**
- Schedule 10: **Interest Estimates for Expansions & Extensions**
- Schedule 11: **Cash Flow Analysis: Water E&E**
- Schedule 12: **Cash Flow Analysis: Wastewater E&E**
- Schedule 13: **Consolidation Calculation of Water and Wastewater Impact Fees**

EXHIBIT D

STATE OF SOUTH CAROLINA) THE COURT OF COMMON PLEAS
)
COUNTY OF CHARLESTON) CASE NO. 2018-CP-10-2764

SNEE FARM LAKES HOMEOWNER'S)
ASSOCIATION, INC.,)
INDIVIDUALLY AND ON BEHALF)
OF THOSE SIMILARLY SITUATED,)

Plaintiff,)

vs.)

THE COMMISSIONERS OF PUBLIC)
WORKS FOR THE TOWN OF MOUNT)
PLEASANT d/b/a MOUNT)
PLEASANT WATERWORKS,)

Defendant.)

* * * * *

DEPOSITION OF: SHERYL SMITH
DATE TAKEN: Wednesday, March 4, 2020
TIME: 10:11 a.m.
PLACE: Turner Padgett Graham & Laney
1831 West Evans Street
Suite 400
Florence, South Carolina

REPORTED BY: EVE WILBANKS
Registered Professional
Reporter, Certified LiveNote
Reporter and Notary Public

* * * * *

POST OFFICE BOX 21119
CHARLESTON, SOUTH CAROLINA 29413

1 A P P E A R A N C E S

2 REPRESENTING THE PLAINTIFF:

3 ROSS A. APPEL, ESQUIRE
4 McCullough Khan, LLC
5 359 King Street
6 Suite 200
7 Charleston, South Carolina 29401
8 Ross@mklawsc.com

9 REPRESENTING THE DEFENDANT:

10 AMY L.B. HILL, Esquire
11 Gallivan White & Boyd
12 P.O. Box 7368 (29202)
13 1201 Main Street, Suite 1200
14 Columbia, South Carolina 29201
15 AHill@GWBlawfirm.com

16 (VIA PHONE)

17 TIMOTHY J.W. MULLER, Esquire
18 Rosen, Rosen & Hagood, LLC
19 151 Meeting Street
20 Suite 400
21 Charleston, South Carolina 29401
22 Tmuller@rosenhagood.com

23 REPRESENTING THE WITNESS:

24 JEFFREY L. PAYNE, ESQUIRE
25 Turner, Padget, Graham & Laney,
 P.A.
 P.O. Box 5478
 Florence, South Carolina 29502
 JPayne@TurnerPadget.com

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INDEX OF EXHIBITS

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Plaintiff's Exhibit No. 4	Meeting Minutes CDM Smith 9/17/14	21
Plaintiff's Exhibit No. 5	E-mail from Karina Hull 9/16/14	32
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1 Q. So you all are just studying prior
2 demand and future demand and assigning a demand
3 factor to various components, correct?

4 A. Correct.

5 Q. Let's look at this fifth bullet, if you
6 don't mind. It says, "MPW has done some analysis
7 to identify commercial water users that have more
8 REUs allocated than are being used (based on 300
9 gpd/REU). MPW will provide this analysis to CDM
10 Smith." Do you see that?

11 A. Yes.

12 Q. What does it mean to have more REUs
13 allocated than are being used?

14 A. I believe this is in reference to some
15 commercial users that had reserved a certain
16 capacity and weren't using that much capacity.

17 Q. How do you use an REU? What does that
18 mean?

19 A. Um, I think I'm probably not best to
20 answer that question, because this statement was
21 provided to us by MPW. So they provided us some
22 data on an adjusted number of commercial REUs, but
23 we didn't get into the details of how they
24 determined what REUs were unused.

25 Q. Do you recall who from MPW provided this

1 0.396, and there's a variety of other numbers
2 behind that. Is it accurate to say that 40
3 percent of the REUs assigned to commercial
4 accounts in Mt. Pleasant in 2013 were unused?

5 MS. HILL: Object to the form.

6 A. I would just reference back to -- this
7 was the data provided by Mt. Pleasant. There was
8 an adjustment made. That adjustment accounts for
9 40 percent of the allocated REUs listed in the
10 table.

11 Q. Could you please turn to page 4 of that
12 document? In the first paragraph, it talks about
13 how the average usage per commercial REU increases
14 from 148 gallons per day per REU to 255 gallons
15 per day per REU once the number of commercial REUs
16 are adjusted. Do you see that?

17 A. Yes.

18 Q. Why does the removal of the unused
19 commercial REUs cause an increase in the number?

20 A. So this is just a straight mathematical
21 comparison. If we take fixed usage and divide it
22 by, you know, more REUs versus less REUs, we're
23 going to come up with a bigger number versus a
24 smaller number.

25 Q. Gotcha.

1 A. Yes. Clay was there for at least a
2 portion of it.

3 Q. Do you know if any minutes were recorded
4 as part of that retreat?

5 A. I don't have minutes from that, but I
6 would expect that there are minutes for the
7 retreat.

8 Q. This is a bit of a shot in the dark, and
9 I completely understand if you don't have the
10 answer off the top of your head. Do you recall
11 the date of the retreat?

12 A. Not without looking at a calendar, no.

13 Q. We can find it. Thank you. Is it
14 accurate to say that the 4,400 unused commercial
15 REUs were removed to determine accurate demand
16 projections?

17 MS. HILL: Object to the form.

18 A. Um, we wanted to use the most accurate
19 up-to-date data in our calculations.

20 Q. Was that accomplished by removing the
21 4,400 unused REUs?

22 MS. HILL: Object to the form.

23 A. To our knowledge, that was the most
24 accurate up-to-date information, so we wanted to
25 use that.

EXHIBIT E



Mount Pleasant Waterworks

Memorandum

To: Clay
From: Nicole
Date: 8.27.15
Re: Wastewater Excessive Use Communications

In May, 43 certified letters were sent to customers that fell into a category of very high excessive use (based on the number of REUs over their current REUs and how many months they exceeded this number in a row). These customers were determined to be most affected by the wastewater excessive use charges in January 2016. The letter included information about the upcoming wastewater excessive use implementation and offered them options for their account regarding water and wastewater excessive use charges.

Letters:

- 43 certified letters sent
- 23 have not responded
- 20 have made contact regarding the letter

Of those 20:

- 3 have confirmed they are staying at their current REUs and paying excessive use
- 5 have either purchased or are in the process of purchasing additional REUs or an irrigation meter (Buffalo Creek Land Co, The Wreck, Wando Wash, Old Village Post House, Oakland KOA)
- 12 have been provided the information they needed to help make their decision, but have not alerted us as to their plans.

Additional Wastewater Excessive Use Communications with all customers:

Communications completed as of August 27, 2015:

- June – Budget Advertisement
- July Bill Message

"Purchase Your Irrigation Meter Today"

Using an irrigation meter saves money on your water bill. Beginning in January 2016 MPW will charge for wastewater excessive use. Avoid these charges by installing your irrigation meter today.

August 27, 2015

- June, July, and August On-Hold Recordings

Irrigation Meter Message

Did you know that using an irrigation meter saves money on your water bill? Beginning in January of 2016 Mount Pleasant Waterworks will charge for wastewater excessive use. You can avoid these charges by installing your irrigation meter today. Speak with a Customer Service Specialist to learn more.

Planned Communications:

- September – October Water Lines Cover Story (provided with customer's bills and posted on website)
- Coming Down the Pipe posting on website (cover story from September – October Water Lines cover)
- September – December On-Hold Recordings
- October – It's All About Clean Water Article
- October- Posting to Social Media
- November – Bill Message
- November- December Water Lines – follow-up article

EXHIBIT F

This exhibit has been marked “confidential” by MPW. Therefore, per the agreement of the parties, the exhibit will be provided to chambers for *in camera* review pursuant to Paragraph 7 of the Confidentiality Order. Plaintiff respectfully requests this exhibit be made part of the record.

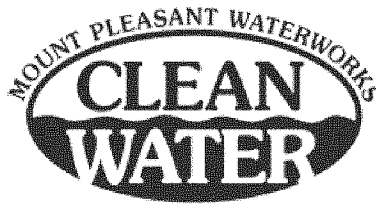
EXHIBIT G

This exhibit has been marked “confidential” by MPW. Therefore, per the agreement of the parties, the exhibit will be provided to chambers for *in camera* review pursuant to Paragraph 7 of the Confidentiality Order. Plaintiff respectfully requests this exhibit be made part of the record.

EXHIBIT H

Elected

Rick M. Crosby, Chair
Susan I. Mellichamp, Vice-Chair
H. Mac Jenkinson, Secretary-Treasurer
Diane D. Lauritsen, Ph.D.
John W. Burn



Ex-Officio

Will Haynie, Mayor
Joe Bustos, Chair
Water Supply Committee, Town
Council

Clay Duffie, **General Manager**

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**Snee Farm Lakes HOA
1130 Hidden Cove DR
Mount Pleasant, SC 29464**

February 2, 2018

RE: Account #00040158-00353890, Residential Equivalent Unit Audit

Dear Snee Farm Lakes HOA,

Mount Pleasant Waterworks (MPW) is currently conducting an audit to compare the number of allocated Residential Equivalent Units (REUs) with the number of REUs each commercial customer is using. An REU is an equivalent assignment of capacity in gallons per day. An audit of your account has revealed that you are underutilizing your assigned REUs or assigned capacity. You may want to consider lowering your assigned REUs which will result in lower monthly Basic Facility Charges (BFC). Below is detailed information regarding your account and your options.

A Residential Equivalent Unit (REU) is a unit of measurement used to calculate the amount of water/wastewater a customer uses. One REU is equal to 300 gallons per day (GPD). The proposed water and wastewater demand is divided by 300 GPD to calculate the REU allocation. In many cases, the allocated REUs to an account is determined based upon anticipated use data provided by the customer's own design team. This allocation tells Mount Pleasant Waterworks how much capacity must be available for our customers to use each day.

Our records show that your assigned REUs exceed the gallons you are using. You are currently paying Basic Facility Charges for each REU assigned to your account. If you do not plan to increase your gallons used per month in the future, MPW has policies in place that allow a customer to lower their assigned REUs.

You have the following options:

- **Make no changes and keep the REUs originally assigned to your account.**
- **Lower your assigned REUs to the monthly average of your highest quarter.**

Average Consumption

Your average monthly consumption for your highest quarter is 697,383 gallons. You may want to lower to 76 REUs which are more closely aligned to your usage. Keeping in mind that if you lower your REUs and exceed the new allocated number of gallons you will pay excessive use charges. In addition, if you are planning to increase your usage in the future you may want to keep enough assigned REUs to meet your anticipated future demand.

**COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF
MOUNT PLEASANT**

1619 Rifle Range Road + Post Office Box 330 + Mount Pleasant, South Carolina 29465-0330 + Phone 843-884-9626 + FAX 843-849-2227 +

Basic Facility Charges per month

You are currently paying \$3,418.80 per month in Basic Facility Charges. Lowering your REUs to the average month of your highest quarter would lower your monthly Basic Facility Charges to \$1,755.60 per month.

To decrease your capacity allocation to 76 REUs

Please visit our website to fill out the Reduction of Residential Equivalent Unit Form and submit it by email. Please complete this action within two weeks of receiving this notification.

Steps:

- visit mountpleasantwaterworks.com
- click on the Customers tab at the top of the page
- Look for the section titled Customer Service Forms
- Click on the *Reduction of Residential Equivalent Unit Form*
- Fill out the form and submit via email.
- Once we receive your form and make the change to your account you will receive a confirmation email from Account Management confirming this change (this process may take up to one week).

The next opportunity to lower your REUs will occur in March of 2019. All future requests for reduction of REUs must be received in writing (by form submittal) by MPW prior to March 15th each year. Should the request for reduction be approved, the effective date of the reduction shall be July 1st of the year the request was submitted.

MPW Policy 5.3.3

MPW's Policy 5.3.3- Impact Fee Management can be found on our website. It explains in detail the management of Impact Fees and REUs.

If you reduced the number of REUs or if the REUs have lapsed you may adjust active REUs once per year to a number that does not exceed the REUs originally assigned to the property. To add any reduced or lapsed REUs back to the property, impact fees or back BFCs must be paid at MPW's current rate in accordance with Policy 5.3.2 (whichever is less).

We are here to help

If you would like to meet to discuss your account options or we can provide you additional information please email Kelly Rourk Account Management Supervisor at kellyrourk@mpwonline.com.

Sincerely,

MOUNT PLEASANT WATERWORKS

Nicole Bates

Nicole Bates
Customer Services Manager

EXHIBIT I

Impact Fee Calculation Handbook



A guide to help you understand how
Mount Pleasant Waterworks
calculates Impact Fees

The information in this handbook is for example calculations and illustration only. It should not be used to calculate impact fees. Your impact fees are calculated by Mount Pleasant Waterworks Engineering Department based on the Guidelines for Development, historical data, and other influential information including South Carolina Department of Health and Environmental Control recommendations and calculations.

An Introduction to Impact Fees



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Impact Fees:

Impact fees are collected to recover part of the cost of expanding the water and wastewater infrastructure to serve development. Impact fees offset the costs of developing the new service directly from the customers who will benefit from the service.

Impact Fees recover major costs associated with expanding water and wastewater facilities, including but not limited to:

- Water and wastewater treatment plants,
- Storage facilities,
- Pumps,
- Transmission mains and lines,
- Other capital equipment related to system capacity.*

***Impact Fees do NOT pay for subdivision infrastructure.**

What is Development?

Any improvement to a piece of land or existing building for residential, commercial, or industrial purposes, including such things as property subdivision and building retrofits.

Residential Equivalent Unit:

A Residential Equivalent Unit (REU) is a unit of measurement used to calculate the amount of water/wastewater a development uses. One REU is equal to 300 gallons per day (GPD). Impact fees are assessed on the proposed water and wastewater usage and divided by 300 gpd to calculate the REU.

REUs vary based on the type of development. MPW determines impact fees based on the guidelines for assessing water and wastewater usage shown on the chart on the following page.

Basic REU Calculation:

Amount of Estimated Water Used Per Day

300 GPD

= Number of REUs

Current Impact Fees (Subject to change):

Water Impact Fee = \$2,000/REU

Wastewater Impact Fee = \$4,500/REU

Flow Assessment



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Guidelines for Assessing Water and Wastewater Usage

Type of Establishment	GPD*	Type of Establishment	GPD
Residential Single Family Lot =	300	Schools Daycare, Kindergarten, Elementary, Middle per person = High School per person =	7 10
Condominiums, Townhomes served by individual meters Per Unit =	300	Laundries self-service Per Machine =	400
Apartments, Condominiums served by master meter Per Bedroom =	100	Factories Each Employee (no showers) = Each Employee (w/showers) = Each Employee (w/kitchen facilities/showers) =	25 35 40
Duplexes Per Unit =	300	Hotels Per Bedroom (no restaurant) =	100
Bars: Each Employee = Each Seat (excluding restaurant) =	10 20	Motels Per Unit (no restaurant) =	100
Food Service Operations Per Seat =	40	Nursing Homes Per Bed (no laundry) = Per Bed (with laundry) =	100 150
Camps: Resort (luxury) = Per Travel Trailer Site =	300 120	Shopping Centers Per 1,000 sq. ft. (no restaurant) =	200
Churches: Per Seat = Per Student in School =	3 10	Offices Per 100 sq. ft. =	8

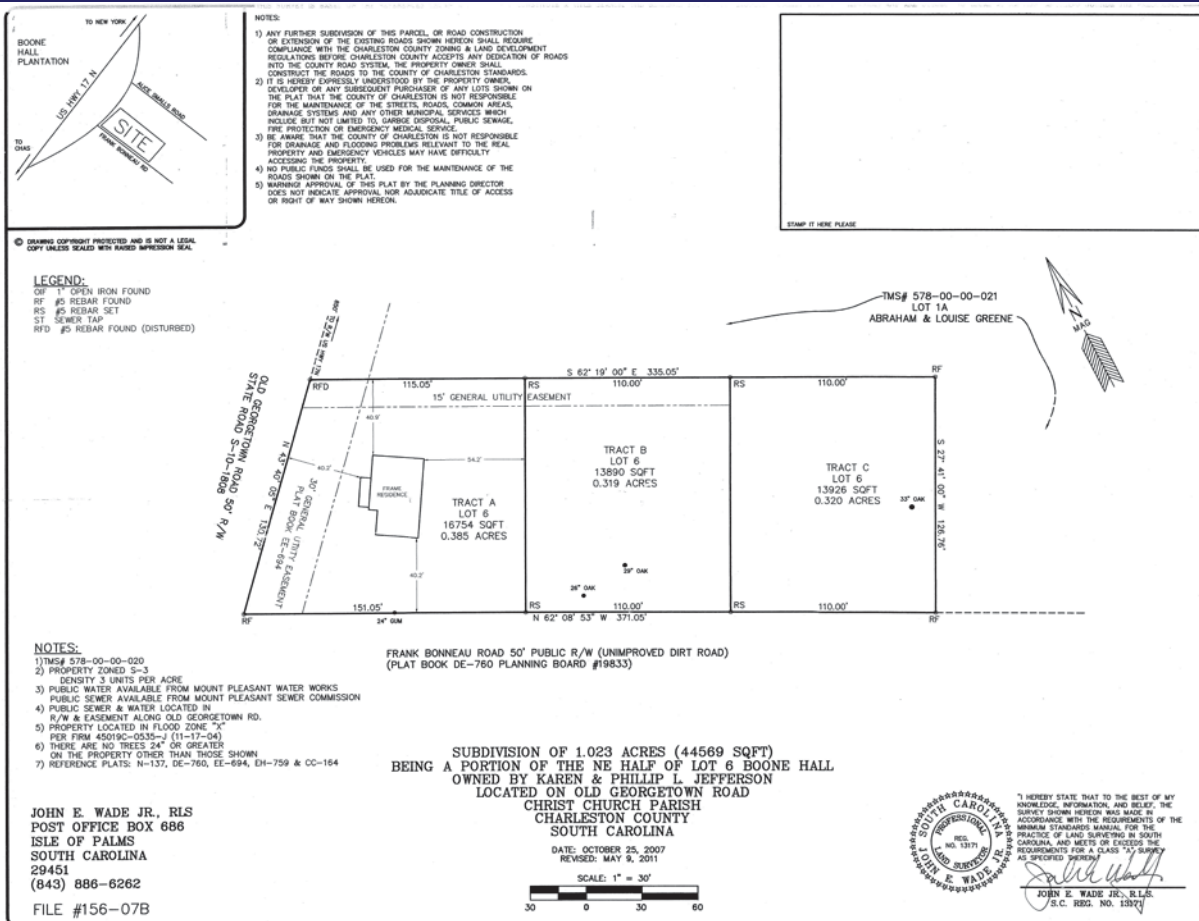
*GPD= Gallons Per Day

Calculating Residential Impact Fees



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3 Lots x 300 GPD/Single Family Lot = 900 GPD
 900 GPD x 1 REU / 300 GPD = 3 REUs
 Water: 3 REUs x \$2,000/REU = \$6,000
 Wastewater: 3 REUs x \$4,500/REU = \$13,500
 Total Impact Fees due for 3 Lots = \$19,500



Calculating Commercial Impact Fees



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Office/Retail Space:

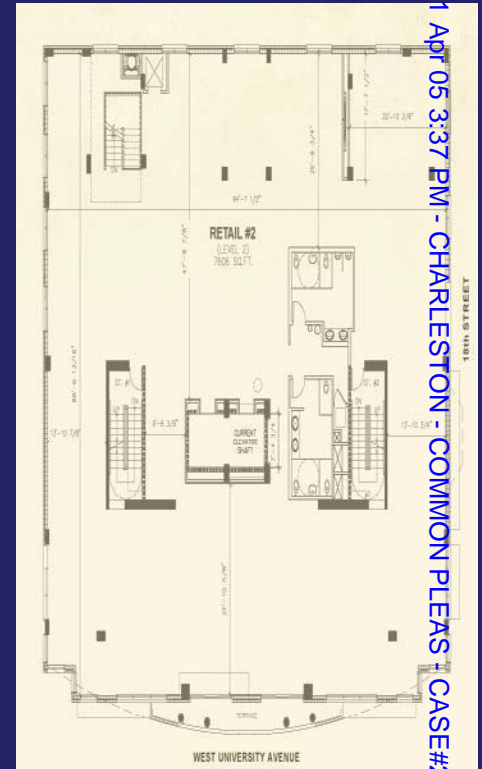
Larger spaces are calculated by square footage:

$45,000 \text{ sq. ft.} \times 8 \text{ gallons}/100 \text{ sq. ft.} = 3,600 \text{ GPD}$
 $3,600 \text{ GPD} \times 1 \text{ REU}/300 \text{ GPD} = 12 \text{ REUs}$

Water: $12 \text{ REUs} \times \$2,000/\text{REU} = \$24,000$

Wastewater: $12 \text{ REUs} \times \$4,500/\text{REU} = \$54,000$

Total Impact Fees: \$78,000



Retail spaces individually metered:

$6 \text{ spaces} \times 300 \text{ gallons} = 1,800 \text{ GPD}$
 $1,800 \text{ GPD} \times 1 \text{ REU} / 300 \text{ GPD} = 6 \text{ REUs}$

Water: $6 \text{ REUs} \times \$2,000/\text{REU} = \$12,000$

Wastewater: $6 \times \$4500/\text{REU} = \$27,000$

Total Impact Fees: \$39,000



Calculating Commercial Impact Fees



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Restaurant

To determine the gallons used per day and the impact fees due, MPW will review the following:

- Number of seats,
- 12 month water usage records for restaurant owned by the applicant at another similar location.
- Water usage records for restaurants that have similar menu and seating size.

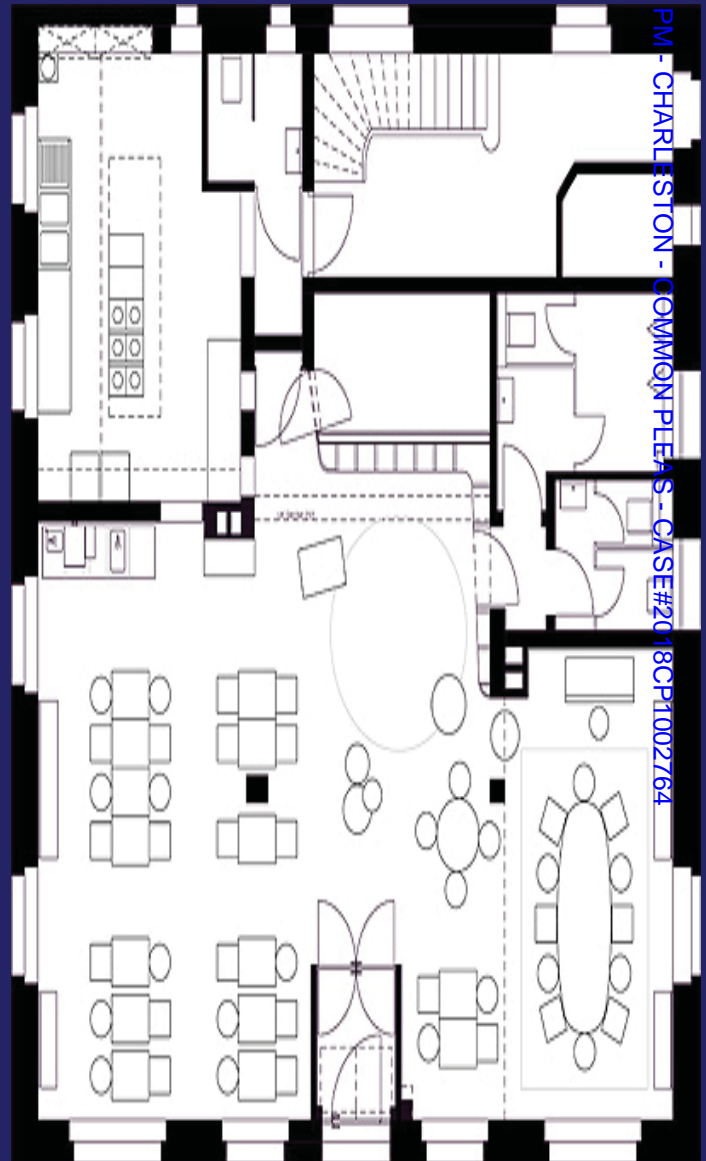
Example = 120 Seat Restaurant

$120 \text{ seats} \times 40 \text{ gallons/seat} = 4,800 \text{ GPD}$
 $4,800 \text{ GPD} \times 1 \text{ REU} / 300 \text{ GPD} = 16 \text{ REUs}$

Water Impact Fee - $\$2,000/\text{REU} \times 16 \text{ REUs} = \$32,000$

Wastewater Impact Fee - $\$4,500/\text{REU} \times 16 \text{ REUs} = \$72,000$

Total Impact Fee due for 120 seat restaurant = \$104,000



Paying Impact Fees



Collection of Impact Fees

- System Extensions: If new main lines are required, impact Fees are due prior to MPW accepting the water/wastewater system extension for operation.
- Non System Extension/Service Available: Impact Fees are due prior to subdivision plat approval (if applicable) and/or MPW sign off on a Town or County building permit.

Adjustment of Impact Fees:

- Water usage may be reevaluated based on maximum three month average over previous 12-months.
- A non-residential property owner who has paid impact fees may request a partial refund of the actual fees paid if, after the first full year of operation, use of the water and/or wastewater systems remains below the level estimated for the assessment of impact fees. The right to request a refund will expire on the third anniversary of the payment of the impact fees.

Further Information



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MPW Guidelines for Development

- For a more detailed explanation of the development process, including impact fee calculations, visit www.mountpleasantwaterworks.com. Click on the Developers section to view guidelines, specifications, rate schedules and other information.

Contact Us:

Email: engineering@mpwonline.com

Phone: (843) 375-5472

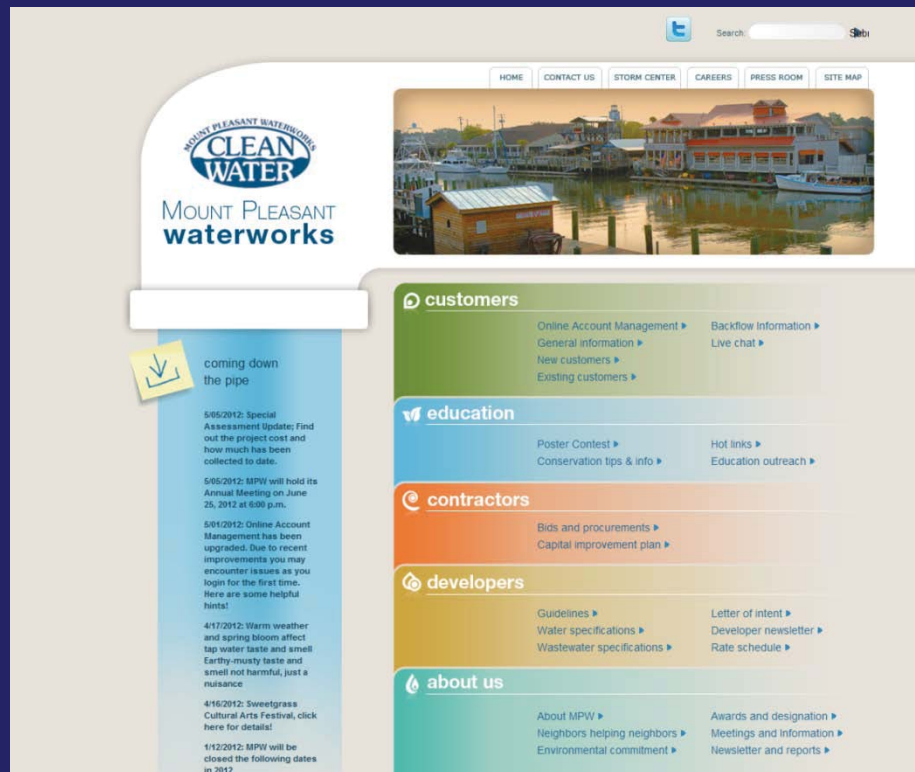


EXHIBIT J



Commercial Customer Residential Equivalent Unit (REU) Communication Plan Standard Operating Procedure

Reason: A recent audit of commercial accounts revealed that a portion of customers had more REUs assigned to their account than they were using in their highest quarter of each year. Customers have long had the option to lower the number of REUs assigned to their account. Policy allowed this adjustment to take place within the first two years with an available refund of Impact Fees or after the initial two years without a refund of impact fees. With the recent audit, we made adjustments to the policies regarding making these changes and decided to initiate a communication plan to the specific accounts that could be most affected.

Goal: The goal of this project is to communicate the account status with the customer and make them aware of the possibilities they have regarding their account. The ultimate decision and action to change the number of REUs lies with the customer, but MPW will work with each customer as they request to try to help them find the REU assignment they feel best fits their needs.

Action: The communications will be organized in phases so that staff is not over extended and can provide the necessary research and aid to each customer that wishes to analyze their use and make changes. We will start with the clients with the greatest number of underutilized REUs and those that have recently reached two years of service or those that are nearing their two-year anniversary date. Starting there we will then work through the list at about 30 customers at a time.

The timing of the project is pertinent to the budget calendar. We will need to have a good understanding of the REUs that customers may adjust to in order to plan for the Basic Facility Fees revenue for Fiscal Year 2019. We will provide a monthly update regarding the fiscal impact each month as the project progresses. We plan to allow these adjustments to be made as they are received from the customers.

Packet, customers will receive the following:

- A letter explaining REU assignment and their current usage with a recommendation for the REUs that most closely equal their monthly average for the highest quarter in the past two years.
- Account information including their highest quarter gallons used and other pertinent information that they may want to consider.
- The link information for the online form they can submit to lower the REUs.

First List of 30 customers (customers with multiple accounts are consolidated to receive one letter containing information relevant to all of their accounts).

Insert list of 30 customers here

Attached please find example of Policy 5.3.3 located on MPW website, the letter template, the Reduction of Residential Equivalent Unit Form, the REU Reduction Process in CIS procedure and the final email sent to customers that closes the process.

Steps:

1. Letter is sent to customer via mail and email when both addresses are available. A copy of the letter is saved to the account in CIS and saved in the file for managing this project. We are sending to both email and mail to maximize our possibility of contacting the appropriate party involved in the decision-making process.
Consolidated letters- many customers identified in this process have multiple accounts (especially townhomes/condos). We are consolidating these into one letter that explains the effect on each account and the recommendation for each account. They will still have to fill out a form for each account. We will explain this in their letter.
2. Customers may contact Kelly as directed in the letter if they are in need of additional information or would like to discuss the details of the letter. Kelly will manage the customer contact by assigning the customers to herself, Tammy and Nicole depending on workload and availability. Tammy and Nicole will keep Kelly informed on customer contact and information provided so the files for each customer are up to date. Notes will be added in CIS as well for each customer contact.
3. The forms that customers fill out will be submitted via the account management email. Kelly and Tammy will monitor the email for incoming forms. Kelly will collect the forms and keep track of their status in the project file. The CIS steps to change the REUs are

attached here in the REU Reduction CIS Process. Once this is completed Kelly will be given the paperwork.

4. She will verify this has been done correctly in CIS and send an email/letter to the customer to let them know that the action is complete (sample attached). This email will also provide details about future account REU actions that can be taken per policy. She will send a confirmation recognition that the customer must take action on and keep copy of this so that we have record should anything come up in the future.

EXHIBIT K

Account - Customer	Customer Name	Service Address	Highest Quarter	Highest Quarter Consumption	highest quarter	# of Readings	Peak month	Peak month REU's	# of REU	diff	diff	BFC	volumetric peak	highest month bill	without BFC	rate \$16	diff if all volumetric	
00225350 - 00042302	HARBOR POINTE APTS	331 HARBOR POINTE DR	July 2016	4,848,200	168	24	1,720,000	187	344	176	157	\$7,568.00	\$17,905.20	\$27,692.00	\$27,692.00	\$16.00	-\$2,218.80	
00736302 - 00042026	S C STATE PORTS AUTHORITY	400 LONG POINT RD	July 2016	3,656,100	132	24	1,866,300	203	300	168	97	\$6,800.00	\$19,428.18	\$26,028.18	\$30,047.43	\$16.00	-\$4,019.25	
00369505 - 00131755	HIBBEN FERRY APARTMENTS LLC	1054 ANNA KNAPP BLVD	July 2016	4,253,600	154	24	1,481,500	161	304	150	143	\$6,898.00	\$15,422.42	\$22,110.42	\$23,852.15	\$16.00	-\$1,741.74	
00220055 - 00018299	RUNAWAY BAY APTS	800 RUNAWAY BAY LN	October 2016	2,034,000	74	24	1,071,800	117	208	134	92	\$4,576.00	\$11,157.44	\$15,733.44	\$17,255.98	\$16.00	-\$1,522.54	
00737940 - 00111246	EAST BRIDGE TOWN LOFTS HOA	269 ALEXANDRA DR	July 2016	2,119,100	77	24	876,500	95	200	123	105	\$4,400.00	\$9,124.37	\$13,524.37	\$14,111.65	\$16.00	-\$687.29	
00092485 - 00105323	BAYCLUB HOMES LLC	1481 CENTER STREET EXT	April 2015	1,459,500	53	24	699,100	76	162	109	86	\$3,564.00	\$7,277.63	\$10,841.63	\$11,255.51	\$16.00	-\$413.88	
00362481 - 00042298	CRICKENTREE APARTMENTS	1601 N HIGHWAY 17	January 2016	1,308,000	47	24	521,500	57	152	105	95	\$3,344.00	\$5,428.82	\$8,772.82	\$8,396.15	\$16.00	\$376.66	
00306255 - 00040480	MONTCLAIR ASSOC LIMITED	1881 MONTCLAIR DR	July 2016	2,817,500	102	24	1,240,700	135	200	98	65	\$4,400.00	\$12,915.99	\$17,315.99	\$19,975.27	\$16.00	-\$2,659.58	
00302503 - 00042329	THURGOOD PARTMENTS	1205 N HIGHWAY 17	July 2016	1,245,000	45	24	477,000	52	128	83	76	\$2,816.00	\$4,984.75	\$7,790.75	\$7,767.50	\$16.00	\$34.25	
00362806 - 00101872	SANDPIPER INDEP & ASSIS LIVING LLC	1224 VILLAGE CREEK LN	July 2016	1,525,900	56	24	627,300	67	133	78	76	\$2,926.00	\$5,489.19	\$8,489.19	\$8,489.53	\$16.00	-\$74.34	
00321470 - 00041114	ANCHORAGE APARTMENTS	1700 WHIPPLE RD	July 2016	1,415,200	51	24	520,000	57	120	69	63	\$2,640.00	\$5,413.20	\$8,053.20	\$8,372.00	\$16.00	-\$318.80	
00353890 - 00040158	SNEE FARM LAKES HOA	1130 HIDDEN COVE DR	January 2016	2,393,900	87	23	1,209,200	131	148	61	17	\$3,256.00	\$12,587.77	\$15,843.77	\$19,468.12	\$16.00	-\$3,624.35	
00083370 - 00042301	T COVE HORIZONTAL PROP	1559 BEN SAWYER BLVD	July 2015	1,499,000	54	24	840,200	51	113	59	22	\$2,486.00	\$8,746.48	\$11,232.48	\$13,527.22	\$16.00	-\$2,294.74	
00734820 - 00059267	DARBY DEVELOPMENT	1175 MATHIS FERRY DR	October 2015	1,180,400	43	24	505,800	95	100	57	45	\$2,200.00	\$5,265.38	\$7,465.38	\$8,143.38	\$16.00	-\$678.00	
00225322 - 00082857	ESTATES MANAGEMENT CO	100 N PLAZA CT	January 2016	1,274,000	46	24	664,400	72	100	54	28	\$2,200.00	\$6,916.40	\$9,116.40	\$10,696.84	\$16.00	-\$1,580.44	
00083355 - 00042152	SIMMONS POINT HOA	1551 BEN SAWYER BLVD	April 2016	982,800	36	24	396,300	43	84	48	41	\$1,848.00	\$4,125.48	\$5,973.48	\$6,380.43	\$16.00	-\$406.95	
00779305 - 00152850	THE BOULEVARD APARTMENTS	735 COLEMAN BLVD	July 2016	772,700	28	24	273,900	30	76	48	46	\$1,872.00	\$2,851.30	\$4,523.30	\$4,409.79	\$16.00	\$113.51	
00350022 - 00029725	BEALMONT TOWNHOMES LTD P	2100 N HIGHWAY 17	July 2015	1,722,500	62	24	684,500	72	110	48	38	\$2,420.00	\$6,917.45	\$9,337.45	\$10,698.45	\$16.00	-\$1,361.01	
00071583 - 00040631	RIVERWOOD APTS	1053 RIFLE RANGE RD	July 2016	955,400	35	23	497,300	53	76	43	25	\$1,716.00	\$5,072.79	\$6,786.79	\$7,845.53	\$16.00	-\$1,058.74	
00306256 - 00040480	MONTCLAIR ASSOC LIMITED	1881 MONTCLAIR DR	April 2015	300	0	13	100	0	40	40	40	\$880.00	\$1.04	\$881.04	\$1.61	\$16.00	\$879.43	
00735460 - 00039574	OAKLEAF TOWNHOMES	1137 OAKLEAF DR	July 2015	536,000	19	24	184,100	20	54	35	34	\$1,188.00	\$1,916.48	\$3,104.48	\$2,964.01	\$16.00	\$140.47	
00779580 - 00152850	THE BOULEVARD APARTMENTS	725 COLEMAN BLVD	July 2015	802,700	29	24	313,200	34	62	33	28	\$1,364.00	\$3,260.41	\$4,624.41	\$5,042.52	\$16.00	-\$418.11	
00220170 - 00054626	BRIDGEVIEW SUITES	400 MAGRATH DARBY BLVD	April 2015	1,143,600	41	24	452,300	49	72	31	23	\$1,584.00	\$4,708.44	\$6,292.44	\$7,282.03	\$16.00	-\$989.59	
00225302 - 00062902	NEMLOP LLC	28 BRIDGESIDE BLVD	July 2015	292,700	11	24	131,900	14	40	29	26	\$880.00	\$1,373.08	\$2,253.08	\$2,123.59	\$16.00	\$129.49	
00772890 - 00056605	EAST COOPER REGIONAL MEDICAL CENTER	2000 HOSPITAL DR	October 2016	1,961,500	71	24	702,100	76	100	29	24	\$2,200.00	\$7,308.86	\$9,508.86	\$11,303.81	\$16.00	-\$1,794.95	
00764590 - 00125751	TIDES HORIZONTAL PROPERTY REGIME INC	145 WINGO WAY	April 2015	309,400	11	24	134,100	15	40	29	25	\$880.00	\$1,395.98	\$2,275.98	\$2,159.01	\$16.00	\$116.97	
00223440 - 00158132	EMPIRE RESTAURANTS LLC	960 HOUSTON NORTHCUTT E	October 2015	139,800	5	24	58,800	6	33	28	27	\$726.00	\$612.11	\$1,338.11	\$946.68	\$16.00	\$391.43	
00764595 - 00125751	TIDES HORIZONTAL PROPERTY REGIME INC	125 WINGO WAY	April 2016	410,600	15	24	186,400	20	42	27	22	\$924.00	\$1,940.42	\$2,864.42	\$3,001.04	\$16.00	-\$136.62	
00764580 - 00125751	TIDES HORIZONTAL PROPERTY REGIME INC	135 WINGO WAY	July 2015	329,800	12	24	136,800	15	39	27	24	\$858.00	\$1,424.09	\$2,282.09	\$2,202.48	\$16.00	\$79.61	
00304098 - 00008556	GREYSTONE HOA	1718 GREYSTONE BLVD	January 2016	666,500	24	24	361,600	30	50	26	11	\$1,100.00	\$3,764.26	\$4,864.26	\$5,821.76	\$16.00	-\$957.50	
00734500 - 00152343	VIBRA HOSPITAL OF CHARLESTON LLC	1200 JOHNNIE DODDS BLVD	July 2016	2,029,700	74	24	694,200	75	98	24	23	\$2,156.00	\$7,226.62	\$9,382.62	\$11,176.62	\$16.00	-\$1,794.00	
00764495 - 00123029	SUNTRUST BANK	404 JOHNNIE DODDS BLVD	July 2016	3,100	0	24	1,500	0	24	24	24	\$528.00	\$15.62	\$543.62	\$24.15	\$16.00	\$519.47	
00734580 - 00003429	CHARLESTON NURSING CENTER	921 BOWMAN RD	October 2016	1,039,300	38	24	434,100	47	60	22	13	\$1,320.00	\$4,518.98	\$6,538.98	\$6,989.01	\$16.00	-\$1,150.03	
00778590 - 00149329	RIVERS WALK	300 SEAPORT LN	July 2016	784,700	28	24	270,300	29	50	22	21	\$1,100.00	\$2,813.82	\$3,913.82	\$4,351.83	\$16.00	-\$438.01	
00734560 - 00055232	EAST COOPER MED COMPLEX	900 BOWMAN RD	October 2016	68,200	2	24	41,300	24	24	22	20	\$528.00	\$429.93	\$957.93	\$664.93	\$16.00	\$293.00	
00778980 - 00149329	RIVERS WALK	310 SEAPORT LN	October 2016	591,200	21	24	218,800	24	42	21	18	\$924.00	\$2,271.71	\$3,201.71	\$3,522.68	\$16.00	-\$320.97	
00387003 - 00031829	125 WINGO WAY	125 WINGO WAY	July 2015	433,900	15	24	183,900	5	25	20	20	\$960.00	\$1,045.52	\$1,985.52	\$2,045.52	\$16.00	\$275.33	
00789330 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	2725 BULRUSH BASKET LN	October 2015	130,800	14	24	125,800	14	31	21	17	\$682.00	\$1,308.46	\$1,988.46	\$2,020.56	\$16.00	-\$21.10	
00736020 - 00133614	JKS & K DBA MC DONALDS	1533 JOHNNIE DODDS BLVD	April 2016	130,600	5	21	48,100	5	24	19	19	\$528.00	\$507.72	\$1,028.72	\$1,024.31	\$16.00	\$6.41	
00455112 - 00037246	WAL-MART STORES #1-632	1481 N HIGHWAY 17	April 2015	276,000	10	24	95,500	10	29	19	19	\$638.00	\$994.16	\$1,632.16	\$1,537.55	\$16.00	\$94.60	
00779000 - 00149329	RIVERS WALK	320 SEAPORT LN	October 2016	891,800	32	24	315,500	34	50	18	16	\$1,100.00	\$3,284.36	\$4,384.36	\$5,079.55	\$16.00	-\$695.20	
00223402 - 00157502	The Beach Co Village Point Shopping Center	920 HOUSTON NORTHCUTT E	July 2016	316,300	11	24	131,300	14	29	18	15	\$638.00	\$1,366.83	\$2,004.83	\$2,113.93	\$16.00	-\$109.10	
00734862 - 00146535	FIVE STAR QUALITY CARE DBA PALMS AT MT PL	998 LAKE HUNTER CIR	April 2016	243,500	9	24	104,700	11	26	17	15	\$572.00	\$1,089.93	\$1,685.93	\$1,685.67	\$16.00	-\$23.74	
00362604 - 00041116	PLANTERS PLACE REGIME	1050 ANNA KNAPP BLVD	July 2015	499,500	18	24	178,100	19	35	17	16	\$770.00	\$1,854.02	\$2,624.02	\$2,867.41	\$16.00	-\$243.39	
00765900 - 00160440	AVR CHARLESTON RIVIERA LLC	1985 PARKFRONT DR	April 2016	548,900	20	13	237,500	26	36	16	10	\$792.00	\$2,472.38	\$3,264.38	\$3,823.75	\$16.00	-\$559.38	
00789315 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	2705 BULRUSH BASKET LN	October 2016	419,100	15	18	214,300	23	31	16	9	\$882.00	\$2,230.86	\$2,912.86	\$3,451.23	\$16.00	-\$533.37	
00739501 - 00151934	HARRIS TEETER #457	1981 RIVIERA DR	July 2016	129,700	5	24	48,000	5	20	15	15	\$440.00	\$499.68	\$938.68	\$772.80	\$16.00	\$166.88	
00776240 - 00148349	UNIVERSITY MEDICAL ASSOCIATES OF MEDICAL	1600 MIDTOWN AVE	April 2016	311,000	5	24	47,000	5	20	15	15	\$440.00	\$489.27	\$929.27	\$756.70	\$16.00	\$172.57	
00767900 - 00129533	SOMERBY OF MOUNT PLEASANT AT PARKWEST	1300 TRADITION CIR	October 2015	2,510,800	91	22	1,581,000	172	200	106	15	\$66	\$2,332.00	\$16,458.21	\$18,790.21	\$25,454.10	\$16.00	-\$6,663.89
00776410 - 00145504	GREGORIE FERRY APARTMENT HOLDINGS LLC	3240 WINNING WAY	July 2016	473,000	17	24	184,200	20	32	15	12	\$704.00	\$1,917.52	\$2,621.52	\$2,962.34	\$16.00	-\$344.10	
00776400 - 00145504	GREGORIE FERRY APARTMENT HOLDINGS LLC	1252 BERRY CREEK DR	April 2015	474,900	17	24	173,900	19	32	15	13	\$704.00	\$1,810.30	\$2,514.30	\$2,799.79	\$16.00	-\$285.49	
00779690 - 00152850	THE BOULEVARD APARTMENTS	1230 JABBERS DR	April 2015	431,200	16	24	150,800	16	30	14	14	\$660.00	\$1,569.83	\$2,229.83	\$2,427.88	\$16.00	-\$198.05	
00776405 - 00145504	GREGORIE FERRY APARTMENT HOLDINGS LLC	1250 WINNING WAY	April 2015	487,500	18	24	196,500	21	32	14	11	\$704.00	\$2,045.57	\$2,749.57	\$3,163.65	\$16.00	-\$414.09	
00783905 - 00160440	AVR CHARLESTON RIVIERA LLC	1975 PARKFRONT DR	July 2016	464,300	17	15	166,900											

00376988 - 00160691	CIRCLE K STORES INC	2171 N HIGHWAY 17	October 2016	72,300	3	15	35,000	4	11	8	7	\$242.00	\$364.35	\$606.35	\$563.50	\$42.85
00359704 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2111 N HIGHWAY 17 BLDG 19	January 2016	321,500	12	24	150,800	16	20	8	4	\$440.00	\$1,569.83	\$2,009.83	\$2,427.88	\$418.05
00359701 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2111 N HIGHWAY 17 BLDG 22	April 2015	323,400	12	24	162,800	18	20	8	2	\$440.00	\$1,694.75	\$2,134.75	\$2,621.08	\$486.33
00470011 - 00160691	CIRCLE K STORES INC	2846 N HIGHWAY 17	July 2016	78,100	3	15	35,200	4	11	8	7	\$242.00	\$366.43	\$608.43	\$566.72	\$41.71
00551721 - 00092720	BULLS BAY GOLF CLUB	995 BULLS BAY BLVD	October 2016	78,400	3	24	43,700	5	11	8	6	\$242.00	\$454.92	\$696.92	\$703.57	\$-86.65
00783070 - 00160440	AVR CHARLESTON RIVIERA LLC	1997 RIVIERA DR	April 2016	189,700	7	15	70,400	8	15	8	7	\$330.00	\$732.86	\$1,062.86	\$1,133.44	\$-70.58
00767445 - 00125074	ZIFF PROPERTIES	200 WINGO WAY	July 2016	135,400	5	24	59,800	7	13	8	7	\$286.00	\$622.52	\$908.52	\$962.78	\$-54.26
00776515 - 00156918	WINDWARD LONG POINT LLC	360 STONEWALL CT	July 2016	308,000	11	24	118,800	13	19	8	6	\$418.00	\$1,262.71	\$1,654.71	\$1,912.68	\$-257.97
00763045 - 00124002	PORTSIDE CENTER HPR	421 WANDO PARK BLVD	July 2015	33,000	1	24	12,700	4	9	8	8	\$198.00	\$152.21	\$330.21	\$204.47	\$125.74
00063040 - 00114575	TACO BELL #238	81 COLEMAN BLVD	April 2016	40,800	3	24	24,600	4	11	8	7	\$242.00	\$362.19	\$604.19	\$567.06	\$-37.03
00779150 - 00084643	BROTHERS PROPERTY MANAGEMENT	34 PATRIOTS POINT RD	April 2016	372,300	13	24	168,500	18	21	8	3	\$462.00	\$1,754.09	\$2,216.09	\$2,712.85	\$-496.77
00480010 - 00046281	CHARLESTON NATIONAL COUNTRY CLUB	1360 NATIONAL DR	July 2016	69,200	3	24	31,500	3	10	7	7	\$220.00	\$327.92	\$547.92	\$507.15	\$40.76
00781360 - 00160440	AVR CHARLESTON RIVIERA LLC	1425 LONG GROVE DR	October 2016	181,600	7	15	81,600	9	14	7	5	\$308.00	\$849.46	\$1,157.46	\$1,313.76	\$-156.30
00359707 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2111 N HIGHWAY 17 BLDG 16	January 2016	184,400	7	24	65,400	7	14	7	7	\$308.00	\$680.81	\$988.81	\$1,052.94	\$-64.13
00734520 - 00156918	HTA EAST COOPER MEDICAL ARTS CENTER LLC	1280 HOSPITAL DR	October 2016	74,500	3	24	32,400	4	10	7	6	\$220.00	\$337.28	\$557.28	\$521.64	\$35.64
00406030 - 00074697	YAMATO JAPANESE STEAK	1993 RIVIERA DR	April 2015	295,400	11	24	105,800	12	18	7	7	\$396.00	\$1,101.38	\$1,497.38	\$1,703.38	\$-206.00
00443470 - 00131242	WENDCHARLES I LLC	596 LONG POINT RD	July 2016	130,000	5	24	48,300	5	12	7	7	\$264.00	\$502.80	\$776.80	\$777.63	\$-81.83
00776535 - 00156918	WINDWARD LONG POINT LLC	360 STONEWALL CT	October 2015	134,500	5	24	63,500	7	12	7	5	\$264.00	\$601.04	\$925.04	\$1,022.35	\$-97.32
00072264 - 00129854	VITRE LLC	1303 BEN SAWYER BLVD	April 2015	109,700	4	23	96,800	11	11	7	0	\$242.00	\$1,007.69	\$1,249.69	\$1,558.48	\$-308.78
00776540 - 00156918	WINDWARD LONG POINT LLC	325 SLATE LN	April 2015	137,800	5	24	56,200	6	12	7	6	\$264.00	\$595.04	\$849.04	\$904.85	\$-55.81
00776510 - 00156918	WINDWARD LONG POINT LLC	350 STONEWALL CT	July 2015	138,100	5	24	54,800	6	12	7	6	\$264.00	\$570.47	\$834.47	\$882.28	\$-47.81
00072615 - 00015684	HARBOUTTOWN PLACE	1031 CHUCK DAWLEY BLVD	January 2015	29,300	1	24	15,900	2	8	7	6	\$176.00	\$165.52	\$341.52	\$256.99	\$85.53
00776550 - 00156918	WINDWARD LONG POINT LLC	301 SLATE LN	October 2016	139,900	5	24	54,500	6	12	7	6	\$264.00	\$567.35	\$831.35	\$877.45	\$-46.11
00070100 - 00160691	CIRCLE K STORES INC	1402 BEN SAWYER BLVD	July 2016	31,500	1	15	11,500	1	8	7	7	\$176.00	\$115.55	\$281.55	\$178.71	\$112.84
00240020 - 00041403	EAST COOPER PHYSICIANS LTD	1300 HOSPITAL DR	April 2016	171,200	6	24	93,500	10	13	7	3	\$286.00	\$973.34	\$1,259.34	\$1,505.35	\$-246.02
00764985 - 00126723	MEDITERRANEAN SHIPPING CO INC	700 WATERMARK BLVD	July 2015	144,300	5	24	51,100	6	13	7	6	\$264.00	\$531.95	\$795.95	\$822.71	\$-26.76
00224042 - 00158877	BWR RRI II LLC	301 JOHNNIE DODDS BLVD	April 2016	1,304,300	47	19	727,000	79	54	7	-25	\$1,188.00	\$7,568.07	\$8,756.07	\$11,704.70	\$-2,948.63
00383580 - 00045831	OMAR SHRIMPERS	176 PATRIOTS POINT RD	January 2017	40,000	1	24	40,000	4	8	7	4	\$176.00	\$146.40	\$354.40	\$344.00	\$10.40
00020460 - 00148610	BAMBOO ASIAN & SUSHI BAR LLC	604 COLEMAN BLVD	July 2016	216,800	3	24	26,800	3	9	6	6	\$198.00	\$278.99	\$478.99	\$431.48	\$45.51
00020091 - 00130172	ANGELYN AVINGER	508 MILL ST APT B	January 2015	17,100	1	24	11,500	1	7	6	6	\$154.00	\$119.72	\$273.72	\$185.15	\$88.57
00074252 - 00092822	CHRIS' DRY CLEANERS	808 COLEMAN BLVD	July 2016	155,500	6	24	60,500	7	12	6	5	\$264.00	\$629.81	\$893.81	\$974.05	\$-80.25
00770995 - 00132109	MELLOW MUSHROOM	3110 N HIGHWAY 17	July 2016	238,500	9	24	120,600	13	15	6	2	\$330.00	\$1,255.45	\$1,585.45	\$1,941.66	\$-356.21
00362500 - 00155112	735 JDB LLC IN C/O LEE AND ASSOCIATES	735 JOHNNIE DODDS BLVD	April 2016	104,500	4	24	51,500	6	10	6	4	\$220.00	\$563.12	\$786.12	\$829.16	\$-37.04
00784430 - 00159612	GRAY PROPERTY 5222 LLC	1300 BELLE ISLE AVE	January 2016	189,300	7	17	81,400	9	13	6	4	\$286.00	\$847.37	\$1,133.37	\$1,310.54	\$-177.17
00223977 - 00103000	TOWN OF MOUNT PLEASANT	935 HOUSTON NORTHCUTT B	July 2015	51,700	2	24	26,100	3	8	6	5	\$176.00	\$271.70	\$447.70	\$420.21	\$27.49
00222950 - 00005716	LANSING EAST HPR	690 LANSING DR	October 2015	55,700	2	24	20,200	2	8	6	6	\$176.00	\$210.28	\$386.28	\$325.22	\$61.06
00425000 - 00074821	HARRIS TEETER #87	120 LONG POINT RD UNIT H	January 2016	169,100	6	24	81,800	9	12	6	3	\$264.00	\$851.54	\$1,115.54	\$1,316.98	\$-201.44
00081847 - 00001457	ST ANNE'S CATHOLIC CHURCH	1148E ST	October 2015	583,300	21	24	416,000	25	27	6	3	\$264.00	\$2,805.85	\$3,755.85	\$4,681.00	\$-925.15
00756745 - 00104534	SEACOAST CHRISTIAN COMMUNITY CHURCH	4750 LONG POINT RD	January 2016	118,300	4	24	46,900	5	10	6	5	\$220.00	\$488.23	\$708.23	\$750.09	\$-46.86
00223952 - 00005715	LANSING EAST HPR	626 LANSING DR	April 2015	148,700	5	24	56,800	6	11	6	5	\$242.00	\$591.29	\$833.29	\$914.48	\$-81.19
00443230 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	385 EGYPT RD	October 2015	232,000	12	24	106,500	12	14	6	2	\$308.00	\$1,108.67	\$1,416.67	\$1,714.65	\$-297.99
00655805 - 00113568	BLUES HOUSE OF WINGS @ WYMBERLY CROSS	1905 HIGHWAY 41 STE 305	October 2016	73,300	3	24	33,000	4	8	5	4	\$176.00	\$384.13	\$560.13	\$594.09	\$-33.96
00359705 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2111 N HIGHWAY 17 BLDG 18	April 2015	236,000	9	24	143,000	12	14	5	-2	\$308.00	\$1,488.63	\$1,796.63	\$2,302.30	\$-505.67
00064340 - 00096447	FAIRMONT HORIZONTAL PROPER	1228 FAIRMONT AVE	January 2015	512,100	19	24	258,800	28	24	5	-4	\$528.00	\$2,694.11	\$3,222.11	\$4,166.68	\$-944.57
00457684 - 00145496	MP PIZZERIA INC DBA GRIMALDI'S PIZZA	1244 BELK DR	July 2015	265,400	10	24	97,400	11	15	5	4	\$330.00	\$1,013.93	\$1,343.93	\$1,568.14	\$-224.21
00735820 - 00022097	VILLAGE TOWNHOUSES(1055)	1055 EASTOVER DR	July 2015	131,000	5	24	50,000	5	10	5	5	\$220.00	\$520.50	\$740.50	\$805.00	\$-64.50
00020070 - 00063603	JUSTIN OTTOLE LUCEY PA	416 MILL ST	April 2015	21,300	1	24	9,500	1	6	5	5	\$132.00	\$98.00	\$230.00	\$151.95	\$87.95
00745280 - 00157786	STAR TACO	1109 PARK WEST BLVD STE E	April 2016	76,900	3	21	30,200	3	6	5	5	\$176.00	\$314.38	\$490.38	\$488.22	\$4.16
00222240 - 00131796	TITLIMAX OF SOUTH CAROLIA INC	425 JOHNNIE DODDS BLVD	January 2016	22,500	1	24	11,000	2	6	5	4	\$132.00	\$178.01	\$310.01	\$275.31	\$34.70
00454520 - 00069648	CLASS TWO MANAGEMENT LLC	1787 N HIGHWAY 17	July 2016	272,000	10	24	107,000	12	15	5	3	\$330.00	\$1,113.87	\$1,443.87	\$1,722.70	\$-278.83
00776530 - 00156918	WINDWARD LONG POINT LLC	381 STONEWALL CT	July 2015	109,500	4	24	42,500	5	9	5	4	\$198.00	\$442.43	\$640.43	\$684.25	\$-43.83
00231700 - 00117932	MINI-SKOOL EARLY LEARNING CENTER	891 JOHNNIE DODDS BLVD	April 2016	82,400	3	24	42,200	5	8	5	3	\$176.00	\$439.30	\$615.30	\$679.42	\$-64.12
00744695 - 00158822	BRAVO & DELTA PIZZA INC	1795 N HIGHWAY 17 UNIT 1	April 2015	56,100	2	24	22,100	2	7	5	5	\$154.00	\$230.06	\$384.06	\$355.81	\$28.25
00444441 - 00104077	BELLE HALL III	672 LONG POINT RD	July 2015	900	0	16	700	0	5	5	5	\$110.00	\$7.29	\$117.29	\$117.27	\$106.02
00438004 - 00158673	SUMMIT WORX LLC	490 WANDO PARK BLVD	October 2016	1,400	0	22	1,000	0	5	5	5	\$110.00	\$10.41	\$120.41	\$116.10	\$104.31
00362728 - 00151895	INCLASBS	1007 JOHNNIE DODDS BLVD	October 2016	29,300	1	24	11,600	2	6	5	4	\$132.00	\$120.76	\$252.76	\$198.76	\$54.00
00361004 - 00081916	BEHIND THE SOFA LLC	712 JOHNNIE DODDS BLVD	April 2015	85,200	3	24	38,500	4	9	5	4	\$176.00	\$404.95	\$580.95	\$626.39	\$-45.44
00769175 - 00130817	CHICK FILET	3102 IRONCLAD AVE	October 2016	168,500	6	24	63,100	7	11	5	4	\$242.00	\$656.87	\$898.87	\$1,015.91	\$-117.04
00440171 - 00104534	SEACOAST CHRISTIAN COMMUNITY CHURCH	750 LONG POINT RD	April 2016	31,800	1	24	18,400	2	6	5	4	\$132.00	\$191.54	\$323.54	\$296.24	\$27.30
00241610 - 00090661	MT PLEASANT FAMILY PRACTICE	1400 HOSPITAL DR	January 2016	32,900	2	24	20,500	2	6	5	4	\$132.00	\$213.41	\$345.41	\$330.05	\$15.35
00376999 - 00041871	NEW VILLAGE LAUNDROMAT	2161 N HIGHWAY 17	July 2016	253,700	9	20	92,000	10								

00741155 - 00000268	MT PLEASANT PRESBYTERIAN CHURCH	3055 CHURCH ST	October 2016	13,800	1	24	5,200	1	4	4	4	3	\$88.00	\$54.13	\$142.13	\$83.72	\$58.41
00455812 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	1565 RIFLE RANGE RD	January 2016	290,100	11	24	117,800	13	14	3	1	3	\$308.00	\$1,226.30	\$1,534.30	\$1,896.58	-\$362.28
00783390 - 00155531	RIVERSIDE SPORTS LLC	547 LONG POINT RD STE 111	January 2016	14,500	1	24	5,700	1	4	3	3	3	\$88.00	\$59.34	\$147.34	\$91.77	\$55.57
00652985 - 00113143	STARBUCKS CORP STORE # 8995	1824 N HIGHWAY 17	January 2016	42,100	2	24	19,600	2	5	3	3	3	\$110.00	\$204.04	\$314.04	\$315.56	-\$12.52
00756065 - 00129266	STUART ENGALS II CONDO ASSOCIATION INC	1439 STUART ENGALS BLVD	January 2016	42,300	2	24	23,400	2	5	3	2	2	\$110.00	\$243.59	\$353.59	\$376.74	-\$23.15
00740390 - 00131756	MICALISTERS DELI	644 LONG POINT RD UNIT A	April 2015	44,100	2	24	16,200	3	5	3	3	3	\$110.00	\$168.64	\$278.64	\$260.82	\$17.82
00610002 - 00036905	BRICKYARD PLANTATION POA	1100 BRICKYARD PKWY	July 2016	184,000	7	24	90,200	10	10	3	0	0	\$220.00	\$938.98	\$1,168.98	\$1,452.22	-\$293.24
00456120 - 00140977	MICHAELS STORES INC STORE#1060	1501 N HIGHWAY 17	April 2016	19,000	1	24	7,300	1	4	3	3	3	\$88.00	\$75.99	\$163.99	\$117.53	\$46.46
00190071 - 00132638	FINZ LLC	440 COLEMAN BLVD	October 2015	74,500	3	24	32,200	4	6	3	3	3	\$132.00	\$335.20	\$467.20	\$518.42	-\$51.22
00063017 - 00139254	HECATAGE TRUST FEDERAL CREDIT UNION	417 COLMAN BLVD	July 2016	47,300	2	24	23,300	3	5	3	3	3	\$147.00	\$242.65	\$352.65	\$371.69	-\$19.04
00190062 - 00080261	WHITMAN PROPERTIES LLC	1401 WHRIMP BOAT LN	April 2015	433,700	16	24	176,700	19	19	3	0	0	\$418.00	\$1,839.45	\$2,257.45	\$2,844.81	-\$587.42
00223470 - 00052955	STAPLES INC #26	845 HOUSTON NORTHCUIT E	July 2016	20,600	1	24	9,900	1	4	3	3	3	\$88.00	\$103.06	\$191.06	\$159.39	\$31.67
00151077 - 00147294	DARBY CAGLE LLC	730 COLEMAN BLVD UNIT G	April 2016	20,800	1	24	13,600	1	4	3	3	3	\$88.00	\$141.58	\$229.58	\$218.96	\$10.62
00735540 - 00025335	ROSEMEAD TOWNHOUSES	1180 ROSEMEAD DR	October 2015	76,100	3	24	42,400	5	6	3	1	1	\$132.00	\$441.38	\$573.38	\$682.64	-\$109.26
00073481 - 00085857	CHRIST OUR KING CHURCH- FAMILY CENTER	1122 RUSSELL RD	October 2016	49,400	2	24	25,600	3	5	3	2	2	\$110.00	\$266.50	\$376.50	\$412.16	-\$35.66
00151090 - 00074301	STARBUCKS COFFEE CO #8405	1730 COLEMAN BLVD STE R	October 2015	23,200	1	24	11,900	2	4	3	3	3	\$88.00	\$123.88	\$211.88	\$191.59	\$20.29
00779575 - 00152850	THE BOULEVARD APARTMENTS	1229 JABBERS DR	April 2015	106,700	4	24	40,900	4	7	3	3	3	\$154.00	\$425.77	\$579.77	\$658.49	-\$78.72
00743745 - 00135918	GREAT HARVEST BREAD CO	644 LONG POINT RD UNIT H	July 2016	24,300	1	24	8,600	1	4	3	3	3	\$88.00	\$89.53	\$177.53	\$138.46	\$39.07
00735700 - 00022097	VILLAGE TOWNHOUSES(1055)	1063 EASTOVER DR	April 2015	25,700	1	24	10,200	1	4	3	3	3	\$88.00	\$106.18	\$194.18	\$164.22	\$29.96
00010810 - 00155073	SIMMONS MARINE & SEAFOOD LLC	110 HADDRELL ST	January 2016	81,300	3	24	40,000	4	6	3	2	2	\$132.00	\$416.40	\$548.40	\$644.00	-\$95.60
00752060 - 00123902	SOUTHEASTERN SPINE INSTITUTE REAL ESTATE	1122 CHUCK DAWLEY BLVD	April 2016	54,900	2	24	20,900	2	5	3	3	3	\$110.00	\$217.57	\$327.57	\$336.49	-\$8.92
00767190 - 00127853	OAKLAND PROPERTIES LLC	1120 OAKLAND MARKET RD #	October 2016	193,500	7	24	68,200	7	10	3	3	3	\$220.00	\$709.96	\$929.96	\$1,098.02	-\$168.06
00779695 - 00152850	THE BOULEVARD APARTMENTS	1244 JABBERS DR	April 2015	83,500	3	24	28,700	3	6	3	3	3	\$132.00	\$298.77	\$430.77	\$462.07	-\$31.30
00430070 - 00140063	QUANT SYSTEMS INC	546 LONG POINT RD	October 2015	111,400	4	24	72,300	8	7	3	-1	-1	\$154.00	\$752.64	\$906.64	\$1,164.03	-\$257.39
00767915 - 00127853	OAKLAND PROPERTIES LLC	3050 MORGANS POINT RD	July 2016	139,700	5	24	47,300	5	8	3	3	3	\$176.00	\$492.39	\$668.39	\$761.53	-\$99.14
00350024 - 00089063	JKM HOLDINGS LLC	1200 CLUB DR	April 2015	112,300	4	24	44,700	5	7	3	2	2	\$154.00	\$465.33	\$619.33	\$719.67	-\$100.34
00735500 - 00025335	ROSEMEAD TOWNHOUSES	1104 OLD GEORGETOWN RD	July 2016	84,800	3	24	29,300	3	5	3	3	3	\$132.00	\$305.01	\$437.01	\$471.73	-\$34.72
00733390 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	655 VON KOLNITZ RD	April 2015	223,200	8	24	89,800	10	11	3	1	1	\$242.00	\$834.92	\$1,176.92	\$1,445.78	-\$268.86
00735260 - 00157223	MATHIS FERRY LLC	851 VON KOLNITZ RD	July 2016	30,400	1	22	16,800	2	4	3	2	2	\$88.00	\$169.68	\$257.68	\$262.43	\$-4.75
00652105 - 00119037	ETIWAN PT CONDOMINIUM COUNCIL OF OWNERS	102 ETIWAN POINTE DR	April 2016	30,500	1	24	25,000	3	4	3	1	1	\$88.00	\$280.25	\$348.25	\$402.50	-\$54.25
00362515 - 00155256	SOUTHERN FIRST BANK	691 JOHNNIE DODDS BLVD	April 2016	3,000	0	24	1,400	3	3	3	3	3	\$86.00	\$14.57	\$80.57	\$22.54	\$58.03
00735220 - 00157223	MATHIS FERRY LLC	843 VON KOLNITZ RD	July 2016	30,600	1	22	17,800	2	4	3	2	2	\$88.00	\$185.30	\$273.30	\$286.58	-\$13.28
00363150 - 00160089	CIAO GROUP LLC DBA CONGRESS	1035 JOHNNIE DODDS BLVD	April 2016	59,000	2	17	46,200	5	5	3	0	0	\$110.00	\$480.94	\$590.94	\$743.82	-\$152.88
00734740 - 00124495	929 BOWMAN ROAD LLC	929 BOWMAN RD	January 2016	31,500	1	24	15,400	2	4	3	2	2	\$88.00	\$160.31	\$248.31	\$247.94	\$0.37
00776495 - 00156918	WINDWARD LONG POINT LLC	331 STONEWALL CT	July 2016	169,800	6	24	86,600	9	9	3	0	0	\$198.00	\$901.51	\$1,099.51	\$1,394.26	-\$294.75
00359709 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	1101 N HIGHWAY 17	July 2016	59,500	2	24	40,500	4	5	3	1	1	\$110.00	\$421.81	\$531.81	\$652.05	-\$120.24
00454620 - 00072248	WHIT-FAM INC	1825 N HIGHWAY 17	July 2016	114,900	4	24	45,000	5	7	3	2	2	\$154.00	\$468.45	\$622.45	\$724.50	-\$102.05
00748560 - 00160440	WINDWARD LONG POINT LLC	1031 WINDWARD HWY 41 STE 100	April 2016	4,900	0	24	1,900	1	3	3	3	3	\$88.00	\$85.78	\$173.78	\$165.39	\$8.39
00275502 - 00024836	SC ELECTRIC & GAS	1277 CHUCK DAWLEY BLVD	July 2016	32,700	1	24	13,800	2	4	3	3	3	\$88.00	\$143.66	\$231.66	\$222.18	\$9.48
00735180 - 00157223	MATHIS FERRY LLC	835 VON KOLNITZ RD	October 2016	32,800	1	15	14,100	2	4	3	2	2	\$88.00	\$146.78	\$234.78	\$227.01	\$7.77
00735780 - 00022097	VILLAGE TOWNHOUSES(1055)	1054 EASTOVER DR	July 2015	33,600	1	24	13,800	2	4	3	3	3	\$88.00	\$143.66	\$231.66	\$222.18	\$9.48
00762010 - 00128034	IMAGING SPECIALISTS OF CHARLESTON	1241 WOODLAND AVE	October 2015	33,700	1	24	18,300	2	4	3	2	2	\$88.00	\$190.50	\$278.50	\$294.63	-\$16.13
00083300 - 00088588	LIGHTHOUSE FINANCIAL	1275 BEN SAWYER BLVD	January 2016	6,400	0	24	2,400	0	3	3	3	3	\$66.00	\$24.98	\$90.98	\$38.64	\$52.34
00340012 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	1560 MATHIS FERRY RD	July 2016	34,300	1	24	25,000	3	4	3	1	1	\$88.00	\$260.25	\$348.25	\$402.50	-\$54.25
0075450 - 00124695	POINT HOPE UNITED METHODIST CHURCH	3044 TURGOT LN APT	October 2016	7,100	0	24	3,200	0	3	3	3	3	\$66.00	\$33.31	\$99.31	\$51.52	\$47.79
00180130 - 00054774	CHARLOTTE MEARES	926 BLACKRAIL CT	April 2016	34,700	1	24	12,700	1	4	3	3	3	\$88.00	\$132.21	\$220.21	\$204.47	\$15.74
00734490 - 00104723	HOLLINGS CANCER CTR @ EAST COOPER	1180 HOSPITAL DR	April 2015	34,800	1	24	18,000	2	4	3	3	3	\$88.00	\$187.38	\$275.38	\$280.80	-\$14.42
00756980 - 00121560	4 LARCH LN LLC	4 LARCH LN	October 2016	64,300	2	24	28,000	2	5	3	2	2	\$110.00	\$291.48	\$401.48	\$450.80	-\$49.32
00491838 - 0007867	O'BRION'S PUB AND GRILLE	361 N SHELMORE BLVD UNIT	October 2015	64,400	2	24	24,800	3	5	3	2	2	\$110.00	\$258.17	\$368.17	\$398.28	-\$31.11
00438008 - 00099440	GUS H BELL LLC	474 WANDO PARK BLVD	July 2016	175,100	6	24	88,900	10	9	3	-1	-1	\$198.00	\$925.45	\$1,123.45	\$1,431.29	-\$307.84
00362492 - 00052271	ANDREWS AND SHULL LLC	755 JOHNNIE DODDS BLVD	July 2015	10,100	0	24	4,900	2	3	3	2	2	\$66.00	\$51.01	\$117.01	\$78.89	\$38.12
00780275 - 00152324	CHILDREN'S DISCOVERY CENTER INC	3300 STOCKDALE ST	July 2016	93,000	3	17	47,700	5	6	3	1	1	\$132.00	\$496.56	\$628.56	\$767.97	-\$139.41
00180090 - 00092242	1218 PRINCE ST ASSOCIATES	907 ROYAL TERN LN	July 2016	38,700	1	24	15,800	2	4	3	2	2	\$88.00	\$164.48	\$252.48	\$254.38	-\$1.90
00223320 - 00133200	LOUIS SHAW	350 W COLEMAN BLVD	April 2015	66,500	2	24	24,000	3	5	3	2	2	\$110.00	\$249.84	\$359.84	\$386.40	-\$26.56
00180140 - 00096298	THE LETO AGENCY LLC	918 BLACKRAIL CT	July 2015	39,900	1	24	15,600	2	4	3	2	2	\$88.00	\$162.40	\$250.40	\$251.16	-\$0.76
00779650 - 00152634	CAROLINA ONE OFFICE	2713 N HIGHWAY 17	April 2015	12,400	0	24	4,300	0	3	3	3	3	\$66.00	\$44.76	\$110.76	\$450.80	-\$44.04
00769125 - 00180705	JOEY BAG A DONUTS	1119 PARK WEST BLVD STE 6	April 2016	15,200	0	24	4,800	0	3	3	3	3	\$66.00	\$46.85	\$112.85	\$102.45	\$10.40
00180085 - 00101756	KEVIN ORTEGA	903 ROYAL TERN LN	April 2015	40,300	1	24	25,500	3	4	3	1	1	\$88.00	\$265.46	\$353.46	\$410.55	-\$57.10
00781405 - 00160440	AVR CHARLESTON RIVIERA LLC	1480 LONG GROVE DR	July 2016	123,500	4	15	43,200	5	7	3	2	2	\$154.00	\$449.71	\$603.71	\$695.52	-\$91.81
00220042 - 00152149	GPM SOUTHEAST LLC	508 JOHNNIE DODDS BLVD	January 2016	41,200	1	24	17,700	2	4	3	2	2	\$88.00	\$184.26	\$272.26	\$284.97	-\$12.71
00735620 - 00021961	VILLAGE TOWNHOUSES (1051)	1051 EASTOVER DR	July 2016	41,600	2	24	15,200	2	4	2	2	2	\$88.00	\$158.23	\$246.23	\$244.72	\$1.51
00735140 - 00157223	MATHIS FERRY LLC	827 VON KOLNITZ RD	April 2015	41,800	2	18	24,000	3	4	2	1	1	\$88.00	\$249.84	\$337.84	\$386.40	-\$48.56
00361160 - 00081560	CREEKSIDE CORP CENTRE	887 JOHNNIE DODDS BLVD	October 2015	42,000	2	24	25,800	3	4	2	1	1	\$88.00	\$268.58	\$356.58	\$415.38	-\$58.80
00735060 - 00157223	MATHIS FERRY LLC	805 VON KOLNITZ RD # 811	April 2016	42,100	2	22	30,300	3	4	2	1	1	\$88.00	\$315.42	\$403.42	\$487.83	-\$84.41
00151060 - 00128656	802 COLEMAN ASSOCIATES LLC	802 COLEMAN BLVD	April 2015	69,900	3	24	28,000	3	5	2	2	2	\$110.00	\$291.48	\$401.48	\$450.80	-\$49.32
00740400 - 00131756	MICALISTERS DELI	644 LONG POINT RD UNIT B	July 2015	16,100	1	24	6,400	1	3	2	2	2	\$66.00	\$66.62	\$133.62	\$103.04	\$30.58
00223840 - 0004712																	

00770925 - 00124858	PALMETTO PRESBYTERIAN CHURCH	1720 CAROLINA PARK BLVD	October 2016	24,100	1	24	11,300	1	1	3	2	2	\$66.00	\$117.63	\$183.63	\$181.93	\$1.70
00283820 - 00280447	SUPER SUDS CARWASH	1117 BOWMAN DR	April 2016	328,300	12	24	134,800	15	14	2	-1	-1	\$308.00	\$1,403.27	\$1,711.27	\$2,170.28	-\$459.01
00054375 - 00017427	FIRST BAPTIST CHURCH	681 MCCANTS DR	October 2015	25,000	1	24	11,500	1	3	2	2	2	\$66.00	\$119.72	\$185.72	\$185.15	\$0.56
00425020 - 00076109	STARBUCKS # 8408	636 LONG POINT RD UNIT A	July 2016	80,200	3	24	36,500	4	5	2	1	1	\$110.00	\$379.97	\$489.97	\$587.65	-\$97.69
00020280 - 00040295	ART'S BAR AND GRILL	413 COLEMAN BLVD	January 2016	80,300	3	24	33,800	4	5	2	1	1	\$110.00	\$351.86	\$461.86	\$544.18	-\$82.32
00224600 - 00145079	BRIDGEWATER CENTER HPR	966 HOUSTON NORTHCUTT E	July 2015	190,900	7	24	69,200	8	9	2	1	1	\$198.00	\$720.37	\$918.37	\$1,114.12	-\$195.75
00776560 - 00145625	SAVVY YOHN	1162 BASKETWEAVE DR	July 2016	26,100	1	24	10,200	2	2	2	2	2	\$66.00	\$106.18	\$172.18	\$164.22	\$7.96
00220152 - 00084643	BROTHERS PROPERTY MANAGMENT	24 PATRIOTS POINT RD	April 2015	81,700	3	24	27,900	1	3	2	2	2	\$110.00	\$290.44	\$400.44	\$449.19	-\$48.75
00020095 - 00033697	BAILEYS	410 MILL ST	October 2015	26,500	1	24	14,800	2	3	2	1	1	\$66.00	\$154.07	\$220.07	\$238.28	-\$18.21
00223328 - 00087472	CALLEE OF CHARLESTON	856 PATRIOTS POINT RD	April 2016	82,900	3	24	38,200	4	5	2	1	1	\$110.00	\$301.66	\$411.66	\$477.86	-\$66.20
00223400 - 00017392	HARRIS TEETER STORE NO 19	920 HOUSTON NORTHCUTT E	April 2015	193,000	7	24	69,800	8	9	2	1	1	\$198.00	\$726.62	\$924.62	\$1,123.78	-\$199.16
00734940 - 00134437	PARRISH PLACE CONDOMINIUM ASSOCIATION INC	1291 MATHIS FERRY RD	July 2016	55,500	2	24	22,000	2	4	2	2	2	\$88.00	\$229.02	\$317.02	\$354.20	-\$37.18
00775630 - 00144397	HAMLIN MEDICAL OFFICES LLC	2705 N HIGHWAY 17	January 2016	28,400	1	24	10,400	1	3	2	2	2	\$66.00	\$108.26	\$174.26	\$167.44	\$6.82
00735020 - 00026297	RICHARD RITTER	1307 MATHIS FERRY RD	October 2016	56,000	2	24	23,000	3	4	2	2	2	\$88.00	\$239.43	\$327.43	\$370.30	-\$42.87
00443495 - 00090804	DRIVE-IN USA (SONIC)	691 LONG POINT RD	January 2016	84,300	3	24	51,000	6	5	2	-1	-1	\$110.00	\$530.91	\$640.91	\$821.10	-\$180.19
00607260 - 00123755	SOUTHERN COMMUNITY SERVICES	1300 PARK WEST BLVD	January 2017	1,600	0	20	1,200	0	2	2	2	2	\$44.00	\$12.49	\$56.49	\$19.32	\$37.17
00360300 - 00128148	SEGUI LAW FIRM LLC	864 LOWCOUNTRY BLVD STE	April 2015	1,700	0	24	600	0	2	2	2	2	\$44.00	\$6.25	\$50.25	\$9.66	\$40.59
00201172 - 00093875	SPORTS CORNER OF MOUNT PLEASANT	675 JOHNNIE DODDS BLVD	October 2015	29,600	1	24	18,200	2	3	2	1	1	\$66.00	\$169.46	\$255.46	\$293.02	-\$37.56
00180169 - 00092240	1218 PRINCE ST ASSOC	912 SEA GULL DR	October 2015	57,400	2	24	19,800	2	4	2	2	2	\$98.00	\$206.12	\$294.12	\$318.78	-\$24.66
00224452 - 00017155	NORTHCUTT PLAZA	976 HOUSTON NORTHCUTT E	July 2015	391,100	13	24	139,500	15	15	2	0	0	\$330.00	\$1,452.20	\$1,782.20	\$2,245.95	-\$463.76
00655670 - 00155345	CHARLESTON BAGEL CO	656 LONG POINT RD UNIT A	July 2015	30,000	1	24	11,600	1	3	2	2	2	\$66.00	\$120.76	\$186.76	\$186.76	\$0.00
00180165 - 00092240	1218 PRINCE ST ASSOC	912 SEA GULL DR	January 2015	57,700	2	24	38,000	4	4	2	0	0	\$88.00	\$395.58	\$483.58	\$611.80	-\$128.22
00359713 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 14	April 2016	389,200	14	24	180,500	20	16	2	-4	-4	\$352.00	\$1,879.01	\$2,231.01	\$2,906.05	-\$675.05
00452030 - 00048555	NATIONAL BANK OF SC	1470 N HIGHWAY 17	April 2015	3,100	0	24	1,300	0	2	2	2	2	\$44.00	\$13.53	\$57.53	\$20.93	\$36.60
00652395 - 00159753	SOVRAN ACQUISITION LP	1514 MATHIS FERRY RD	October 2015	3,400	0	17	1,700	0	2	2	2	2	\$44.00	\$17.70	\$61.70	\$27.37	\$34.33
00180110 - 00002489	TORULUCK PROPERTIES OF CHARLESTON	923 BLACKRAIL CT	January 2016	58,700	2	24	20,200	2	4	2	2	2	\$88.00	\$210.28	\$298.28	\$323.22	-\$26.94
00404405 - 00131756	MICALISTERS DELI	644 LONG POINT RD UNIT C	January 2016	31,300	1	24	11,700	1	3	2	2	2	\$66.00	\$121.80	\$187.80	\$188.37	-\$0.57
00774190 - 00138644	LADIES SOUPS MOUNT PLEASANT LLC	2162 BASKETWEAVE DR STE	January 2016	31,300	1	24	12,500	1	3	2	2	2	\$66.00	\$130.13	\$196.13	\$201.25	-\$55.13
00220100 - 00143402	ION GROUP LLC	410 WHILDEN ST	July 2015	4,100	0	24	2,200	0	2	2	2	2	\$44.00	\$22.90	\$86.90	\$35.42	\$31.48
00021883 - 00009387	DR JOHN A OUZTS	609 WHILDEN ST	July 2016	4,200	0	24	2,200	0	2	2	2	2	\$44.00	\$22.90	\$86.90	\$35.42	\$31.48
00754660 - 00123249	EAST COOPER REGIONAL MEDICAL SLEEP CENT	897 VON KOLNITZ RD STE 102	January 2016	4,400	0	24	1,900	0	2	2	2	2	\$44.00	\$19.78	\$63.78	\$30.59	\$33.19
00232744 - 00151439	CHARLESTON AUTISM ACADEMY	930 PINE HOLLOW RD	October 2016	4,500	0	24	1,800	0	2	2	2	2	\$44.00	\$18.74	\$62.74	\$28.98	\$33.76
00430001 - 00078328	CURD ENTERPRISE	476 LONG POINT RD	July 2016	4,800	0	24	1,900	0	2	2	2	2	\$44.00	\$19.78	\$63.78	\$30.59	\$33.19
00201050 - 00160518	VENTURE VII LLC	611 JOHNNIE DODDS BLVD	April 2016	4,900	0	15	1,800	0	2	2	2	2	\$44.00	\$18.74	\$62.74	\$28.98	\$33.76
00180155 - 00090660	KMO INVESTMENTS	914 SEA GULL DR	January 2016	60,200	2	24	27,500	3	4	2	1	1	\$88.00	\$286.28	\$374.28	\$442.75	-\$68.48
00362491 - 00086499	PEARLMAN & PEARLMAN P C	751 JOHNNIE DODDS BLVD	January 2016	5,100	0	24	2,500	0	2	2	2	2	\$44.00	\$26.03	\$70.03	\$40.25	\$29.78
00735740 - 00022097	VILLAGE TOWNHOUSES(1055)	1055 EASTOVER DR	July 2016	60,300	2	24	21,300	2	4	2	2	2	\$88.00	\$221.73	\$309.73	\$342.93	-\$33.20
00220110 - 00131756	ION GROUP LLC	410 WHILDEN ST	October 2016	5,200	0	24	2,200	0	2	2	2	2	\$44.00	\$22.90	\$86.90	\$35.42	\$31.48
00783460 - 00155695	SMILING OAK DENTISTRY	1077 JOHNNIE DODDS BLVD	July 2015	5,200	0	24	2,200	0	2	2	2	2	\$44.00	\$22.90	\$86.90	\$35.42	\$31.48
00064100 - 00146427	SIX MILE ANTIQUE MALL	761 COLEMAN BLVD STE A	July 2016	5,600	0	24	2,300	0	2	2	2	2	\$44.00	\$23.94	\$87.94	\$37.03	\$30.91
00360004 - 00131883	FIVE STAR QUALITY CARE DBA SWEETGRASS VIL	1010 ANNA KNAPP EXT	January 2016	474,900	17	24	334,800	36	19	2	-17	-17	\$418.00	\$3,485.27	\$3,903.27	\$5,390.28	-\$1,487.01
00362518 - 00156396	SOUTHERN SPAS LLC	725 JOHNNIE DODDS BLVD	July 2016	48,700	3	24	33,500	4	5	2	1	1	\$110.00	\$348.74	\$458.74	\$539.35	-\$80.62
00651030 - 00150699	222 WEST COLEMAN LLC	222 W COLEMAN BLVD	July 2015	5,900	0	24	4,200	0	2	2	2	2	\$44.00	\$43.72	\$87.72	\$67.62	\$20.10
00782715 - 00153730	T & S FAMILY LIMITED PARTNERSHIP	3850 BESSEMER RD STE 201	July 2016	6,200	0	24	2,400	0	2	2	2	2	\$44.00	\$24.98	\$89.98	\$38.64	\$30.34
00361462 - 00149472	PALMETTO TO OUTDOOR KITCHENS LLC	1000 JOHNNIE DODDS BLVD	January 2017	6,300	0	24	6,300	1	2	2	1	1	\$44.00	\$65.58	\$109.58	\$101.43	\$8.15
00745035 - 00118337	CITADEL INVESTMENTS LLC	497 BRAMSON CT	July 2015	61,500	2	24	27,100	3	4	2	1	1	\$88.00	\$282.11	\$370.11	\$436.31	-\$66.20
00378870 - 00041276	THE ENCLAVE HOA	2000 RETREAT LN	July 2016	6,400	0	17	3,500	0	2	2	2	2	\$44.00	\$36.44	\$80.44	\$56.35	\$24.09
00443660 - 00056816	THE SUNSHINE HOUSE #52	753 LONG POINT RD	July 2015	172,000	6	24	86,200	9	8	2	-1	-1	\$176.00	\$897.34	\$1,073.34	\$1,387.82	-\$314.48
00617149 - 00158458	MCCANN'S IRISH PUB	2700 N HIGHWAY 17 STE 1200	October 2015	61,700	2	20	23,400	3	4	2	1	1	\$88.00	\$243.59	\$331.59	\$376.74	-\$45.15
00769040 - 00161257	WHIPPLE ROAD PLAZA	880 WHIPPLE RD	April 2016	6,600	0	14	4,200	0	2	2	2	2	\$44.00	\$43.72	\$87.72	\$67.62	\$20.10
00454672 - 00157643	ECLERIC FINDS LLC	1670 N HIGHWAY 17	July 2015	7,100	0	22	3,400	0	2	2	2	2	\$44.00	\$35.39	\$79.39	\$54.74	\$24.65
00223247 - 00081212	VIRGINIA GREGORY DMD LLC	434 COLEMAN BLVD	April 2016	7,500	0	24	3,800	0	2	2	2	2	\$44.00	\$39.56	\$83.56	\$61.18	\$22.38
00201053 - 00159453	PATTAYA THAI RESTURANT INC	607 JOHNNIE DODDS BLVD S	October 2015	35,100	1	18	17,800	2	3	2	1	1	\$66.00	\$185.30	\$251.30	\$286.58	-\$35.28
00762725 - 00104537	EAST COOPER MONTESSORI	250 PONSBRURY RD	October 2016	63,700	2	24	26,400	3	4	2	1	1	\$88.00	\$274.82	\$362.82	\$425.04	-\$62.22
00406057 - 00146816	TIDEWATER VETERINARY LLC	1964 RIVIERA DR STE H	July 2016	8,900	0	24	3,100	0	2	2	2	2	\$44.00	\$32.27	\$76.27	\$49.91	\$26.36
00242478 - 00159855	MID ATLANTIC RESTURANT GROUP LLC	608 LONG POINT RD UNIT A	July 2016	64,400	2	17	26,100	1	3	2	1	1	\$88.00	\$271.70	\$359.70	\$420.21	-\$60.51
00749520 - 00138889	MT PLEASANT INTERNAL MEDICINE AND PULMO	897 VON KOLNITZ RD STE 103	January 2016	9,400	0	24	3,400	0	2	2	2	2	\$44.00	\$36.44	\$80.44	\$56.35	\$24.09
00744230 - 00160691	CIRCLE K STORES INC	1395 LONG GROVE DR	April 2016	37,300	1	14	13,100	1	2	2	2	2	\$66.00	\$136.37	\$202.37	\$210.91	-\$8.54
00356353 - 00038149	THE CHURCH OF JC LDS	2115 N HIGHWAY 17	July 2016	10,000	0	24	7,500	1	2	2	2	2	\$44.00	\$78.08	\$122.08	\$120.75	\$1.32
00767740 - 00152429	NLP PARK WEST LLC	1124 PARK WEST BLVD	October 2016	10,200	0	24	4,700	1	2	2	1	1	\$44.00	\$48.93	\$92.93	\$75.67	\$17.26
00383582 - 00118120	ORBIS SIBRO INC																

00742605 - 00090804	DRIVE-IN USA (SONIC)	2880 N HIGHWAY 17	July 2016	72,000	3	24	36,600	4	4	1	0	\$88.00	\$381.01	\$469.01	\$589.26	\$-120.25
00360000 - 00065439	CIRCLE K STORES #2705122	685 JOHNNIE DODDS BLVD	April 2016	44,600	2	24	17,700	2	3	1	1	\$66.00	\$184.26	\$206.26	\$284.97	\$-34.71
00202560 - 00156303	LOW/COUNTRY FLY SHOP	626 COLEMAN BLVD	October 2015	17,000	1	24	14,800	2	2	1	0	\$44.00	\$154.07	\$198.07	\$238.28	\$-40.21
00444442 - 00110379	PETSMART INC # 1250	676 LONG POINT RD	April 2015	127,600	5	24	43,500	5	6	1	1	\$132.00	\$452.84	\$584.84	\$700.35	\$-115.52
00438020 - 00146621	EGROUP INC	482 WANDO PARK BLVD	January 2016	17,300	1	24	11,000	1	2	1	1	\$44.00	\$114.51	\$158.51	\$177.10	\$-18.59
00223422 - 00158056	WALGREENS #15442	389 JOHNNIE DODDS BLVD	April 2015	17,700	1	21	14,400	2	2	1	0	\$44.00	\$149.90	\$193.90	\$231.84	\$-37.94
00734540 - 00168654	RTM INC	1190 JOHNNIE DODDS BLVD	April 2015	210,900	19	19	79,400	9	9	1	0	\$198.00	\$826.55	\$1,024.55	\$1,278.34	\$-253.79
00656575 - 00103854	THE FRANKIE HOME	1500 FRANKIE DR	July 2015	349,100	13	23	118,700	13	14	1	1	\$308.00	\$1,235.67	\$1,543.67	\$1,911.07	\$-367.40
00385450 - 00100548	CAROLINA ONE REAL ESTATE 7359	1195 W COLEMAN BLVD	April 2015	18,000	1	24	9,500	1	2	1	1	\$44.00	\$98.90	\$142.90	\$152.95	\$-10.06
0061969 - 00119023	ETWAN PT COMMUNITY COUNCIL OF OWNERS	1734 WYMAN POINTE DR	January 2016	73,400	3	24	20,300	6	7	4	1	\$88.00	\$211.78	\$271.78	\$319.22	\$-11.44
00151850 - 00061436	HIBBEN METHODIST CHURCH	406 COLEMAN BLVD	October 2016	46,300	2	24	21,000	2	3	1	1	\$66.00	\$222.77	\$288.77	\$344.54	\$-55.77
00745960 - 00153296	BRYAN COLE THE WINE BAR	664 LONG POINT RD UNIT G	October 2015	18,700	1	24	7,600	1	2	1	1	\$44.00	\$79.12	\$123.12	\$122.36	\$0.76
00220070 - 00003107	OFFICE OF ADJUTANT GENERAL	245 MATHIS FERRY RD	January 2016	46,400	2	24	23,200	2	3	1	0	\$66.00	\$241.51	\$307.51	\$373.52	\$-66.01
00361380 - 00013517	AUTOMOTIVE ASSOCIATES	1072 JOHNNIE DODDS BLVD	April 2016	18,900	1	24	6,800	1	2	1	1	\$44.00	\$70.79	\$114.79	\$109.48	\$5.31
00072130 - 00153638	840 COLEMAN LLC C/O WILSON KIBLER INC	840 COLEMAN BLVD	April 2016	101,800	4	23	61,400	7	5	1	-2	\$110.00	\$639.17	\$749.17	\$988.54	\$-239.37
00276002 - 00104974	CAMBRIDGE LAKES	1401 CAMBRIDGE LAKES DR	January 2017	19,100	1	24	19,100	2	2	1	0	\$44.00	\$198.83	\$242.83	\$307.51	\$-64.68
00653760 - 00112569	HUNAN CHINESE RESTAURANT	1200 QUEENSBOROUGH BLVD	October 2016	47,000	2	24	20,700	2	3	1	1	\$66.00	\$215.49	\$281.49	\$333.27	\$-51.78
00072921 - 00058587	CHRIST OUR KING CHURCH- FAMILY CENTER	1144 RUSSELL DR	April 2016	19,700	1	24	12,800	1	2	1	1	\$44.00	\$133.25	\$177.25	\$206.08	\$-28.83
00734864 - 00146535	FIVE STAR QUALITY CARE DBA PALMS AT MT PL	6100 LAKE HUNTER CIR	January 2016	682,200	25	24	249,900	27	26	1	-1	\$572.00	\$2,601.46	\$3,173.46	\$4,023.39	\$-849.93
00433556 - 00052720	LONG POINT CENTER LLC	503 WANDO PARK BLVD	October 2015	48,100	2	24	17,100	2	3	1	1	\$66.00	\$178.01	\$244.01	\$273.81	\$-30.80
00781245 - 00103000	TOWN OF MOUNT PLEASANT	1251 PARK WEST BLVD	October 2015	48,300	2	24	25,200	3	3	1	0	\$66.00	\$262.33	\$328.33	\$405.72	\$-77.39
00385540 - 00048531	OMAR SHRINERS	176 PATRIOTS POINT RD	October 2015	20,800	1	24	12,400	1	2	1	1	\$44.00	\$170.08	\$214.08	\$259.64	\$-45.56
00785655 - 00074301	STARBUCKS COFFEE CO #8405	3051 IRONCLAD ALY	October 2016	76,300	3	23	28,400	3	4	1	1	\$88.00	\$295.64	\$383.64	\$457.24	\$-73.60
00747900 - 00149787	REFUEL 14	1181 VENNING RD	July 2015	76,500	3	24	28,300	3	4	1	1	\$88.00	\$294.60	\$382.60	\$455.63	\$-73.03
00440170 - 00104534	SEACOAST CHRISTIAN COMMUNITY CHURCH	750 LONG POINT RD	April 2015	104,500	4	24	50,500	5	5	1	0	\$110.00	\$525.71	\$635.71	\$813.05	\$-177.35
00744185 - 00145397	BLUESTEIN JOHNSON & BURKE LLC	1020 EWALL ST	October 2016	22,100	1	24	8,200	1	2	1	1	\$44.00	\$85.36	\$129.36	\$132.02	\$-2.66
00242220 - 00091590	WEST COLEMAN LLC	300 W COLEMAN BLVD	October 2016	132,600	5	24	53,500	6	6	1	0	\$132.00	\$556.94	\$688.94	\$861.35	\$-172.42
00236500 - 00182755	CROWN LEADERSHIP ACADEMY	1455 WAKENDAM RD	October 2016	22,200	1	18	9,400	1	2	1	1	\$44.00	\$97.85	\$141.85	\$151.34	\$-9.49
00757608 - 00061802	COASTAL ONE INC ABC	1712 TOWNE CENTRE WAY	January 2016	132,700	5	24	53,300	6	6	1	0	\$132.00	\$556.95	\$688.95	\$858.13	\$-171.28
00455120 - 00090143	TJX DBA MARSHALL'S #829	1495 N HIGHWAY 17	January 2016	105,300	4	24	37,100	4	5	1	1	\$110.00	\$386.21	\$496.21	\$597.31	\$-101.10
00360280 - 00160008	L & J PROPERTIES LLC	871 LOW/COUNTRY BLVD	October 2016	22,500	1	16	13,300	1	2	1	1	\$44.00	\$138.45	\$182.45	\$214.13	\$-31.68
00438036 - 00068832	THE PAW PLAZA HOTEL	367 WANDO PLACE DR	October 2015	78,000	3	24	42,200	5	4	1	-1	\$88.00	\$439.30	\$527.30	\$679.42	\$-152.12
00746255 - 00119094	MOUNT PLEASANT INTERNAL MEDICINE	897 VON KOLNITZ RD STE 101	April 2016	23,100	1	24	16,900	2	2	1	0	\$44.00	\$175.93	\$221.93	\$272.09	\$-52.16
00074912 - 00153679	BRICCO BRACCO CUCINA	1034 CHUCK DAWLEY BLVD	July 2015	106,000	4	23	39,800	4	5	1	1	\$110.00	\$411.20	\$521.20	\$635.95	\$-114.76
00454902 - 00040466	YE OLD FASHION ICE CREAM	1502 N HIGHWAY 17	April 2015	78,600	3	24	28,900	3	4	1	1	\$88.00	\$300.85	\$388.85	\$465.29	\$-76.44
00473782 - 00148707	HEALTH FIRST RAPID CARE INC	2863 N HIGHWAY 17	October 2016	23,600	1	24	15,900	1	2	1	1	\$44.00	\$165.52	\$209.52	\$255.99	\$-46.47
00224662 - 00058480	WATERMARK II ASSOCIATES	9525 HOUSTON NORTHCHUTT E	October 2015	23,800	1	24	11,700	1	2	1	1	\$44.00	\$121.80	\$165.80	\$198.37	\$-32.57
00779565 - 00151230	THE SAWGRASS COMPANY	1110 VENNING RD	April 2016	134,900	5	24	54,300	6	6	1	0	\$132.00	\$521.80	\$653.80	\$821.35	\$-167.55
00180095 - 00022400	1218 PRINCE ST ASSOC	906 ROYAL TERN LN	October 2016	19,100	3	24	40,200	4	4	1	0	\$88.00	\$418.48	\$506.48	\$647.22	\$-140.74
00072255 - 00121974	1233 EXECUTIVE SUITES HPR	1233 BEN SAWYER BLVD	July 2015	79,100	3	24	41,400	4	4	1	-1	\$88.00	\$430.97	\$518.97	\$666.54	\$-147.57
00361395 - 00150356	KIDS TEETH LLC	1073A JOHNNIE DODDS BLVD	July 2016	24,300	1	24	8,900	1	2	1	1	\$44.00	\$92.65	\$136.65	\$143.29	\$-6.64
00737020 - 00152253	PAWS IN PARADISE	1058 JOHNNIE DODDS BLVD	July 2016	107,100	4	24	41,600	5	5	1	0	\$110.00	\$433.06	\$543.06	\$669.76	\$-126.70
00020420 - 00157277	SHEM CREEK DENTAL ASSOCIATES	211 SIMMONS ST	October 2016	52,500	2	23	17,600	2	3	1	1	\$66.00	\$183.22	\$249.22	\$283.36	\$-34.14
00425002 - 00076110	DOG & DUCK RESTAURANT	624 LONG POINT RD UNIT A	April 2015	135,500	5	24	59,100	6	6	1	0	\$132.00	\$615.23	\$747.23	\$951.51	\$-204.28
00744245 - 00160873	ERIKKA CURIA	1317 LONG GROVE DR	October 2016	25,100	1	14	14,700	1	2	1	0	\$44.00	\$153.03	\$197.03	\$236.67	\$-39.64
00070700 - 00113626	RESORT MAINTENANCE INC	1326 BEN SAWYER BLVD STE 1	October 2016	25,400	1	24	10,600	1	2	1	1	\$44.00	\$110.35	\$154.35	\$170.66	\$-16.31
00443802 - 00145600	BMC DISTRIBUTORS OF SC LLC DBA BLUE WATER	6899 LONG POINT RD	April 2016	80,600	3	24	44,500	5	4	1	0	\$88.00	\$452.84	\$540.84	\$670.35	\$-169.52
00470911 - 00078569	TIBBOLD INSURANCE AGENCY	2191 N HIGHWAY 17	April 2016	25,700	1	24	15,200	2	2	1	0	\$44.00	\$158.23	\$202.23	\$244.72	\$-42.49
00361400 - 00010351	PARKS AUTO PARTS	1084 JOHNNIE DODDS BLVD	January 2016	26,000	1	24	16,800	2	2	1	1	\$44.00	\$174.89	\$218.89	\$270.48	\$-51.59
00072250 - 00001073	MT PLEASANT ANIMAL HOSP	1213 BEN SAWYER BLVD UNIT 1	April 2016	26,100	1	24	9,800	1	2	1	1	\$44.00	\$102.02	\$146.02	\$157.78	\$-11.76
00190075 - 00118279	433 COLEMAN BLVD LLC	427 COLEMAN BLVD	July 2016	136,500	5	24	47,800	5	6	1	1	\$132.00	\$497.60	\$629.60	\$769.58	\$-139.98
00022070 - 00009670	RALIEGH JOHNSON	102 ROYALL AVE	October 2016	26,200	1	24	10,600	1	2	1	1	\$44.00	\$110.35	\$154.35	\$170.66	\$-16.31
00180115 - 00028354	JAMES C GOSS	927 BLACKRAIL CT	October 2015	81,500	3	24	35,900	4	4	1	0	\$88.00	\$373.72	\$461.72	\$577.99	\$-116.27
00073216 - 00085858	STELLA MARIS SCHOOL	1183 RUSSELL DR	October 2015	26,700	1	24	9,900	1	2	1	1	\$44.00	\$103.06	\$147.06	\$159.39	\$-12.33
00473865 - 00154862	CAROLINA PHYSICAL THERAPY & SPORTS MEDIC	3040 N HIGHWAY 17 UNIT A	April 2016	26,700	1	24	20,100	2	2	1	0	\$44.00	\$209.24	\$253.24	\$323.61	\$-70.37
00470790 - 00045138	THE SAWGRASS COMPANY	2233 N HIGHWAY 17	April 2015	54,600	2	24	20,600	2	3	1	1	\$66.00	\$214.45	\$280.45	\$341.66	\$-51.21
00358998 - 00070339	PLEASANT FAMILY DENTISTRY	1124 TWO ISLAND CT	October 2015	27,200	1	24	14,400	1	2	1	0	\$44.00	\$149.00	\$193.00	\$231.84	\$-38.84
00473864 - 00158483	TONY POPE AGENT LLC	1034 N HIGHWAY 17	January 2016	27,500	1	20	19,600	2	2	1	0	\$44.00	\$204.04	\$248.04	\$315.56	\$-67.52
00201037 - 00146460	EVERYTHING BAGEL	766 S SHELMORE BLVD STE 2	October 2016	55,500	2	24	19,500	2	3	1	1	\$66.00	\$203.00	\$269.00	\$313.95	\$-44.96
00362300 - 00004905	R MICHAEL WILLIAMS DMD PA	1065 JOHNNIE DODDS BLVD 3	January 2016	27,900	1	24	14,400	2	2	1	0	\$44.00	\$149.90	\$193.90	\$231.84	\$-37.94
00474342 - 00096118	CHRIST EPISCOPAL CHURCH	2304 N HIGHWAY 17 BLDG A	April 2016	28,100	1	24	10,000	1	2	1	1	\$44.00	\$104.10	\$148.10	\$161.00	\$-12.90
00454799 - 00117169	ABC & J INC	1533 N HIGHWAY 17 STE A	July 2015													

00385620 - 00145633	HARBOR BREEZE	176 PATRIOTS POINT RD	April 2016	35,900	1	24	12,800	1	2	1	1	\$44.00	\$133.25	\$177.25	\$206.08	-\$28.83
00735880 - 00022097	VILLAGE TOWNHOUSES(1055)	1058 EASTOVER DR	July 2015	91,500	3	24	34,300	4	4	1	0	\$88.00	\$357.06	\$445.06	\$552.23	-\$107.17
00656435 - 00078560	THOMAS AND HUTTON ENGINEE	682 JOHNNIE DODDS BLVD	October 2015	64,100	2	24	24,300	3	3	1	0	\$66.00	\$252.96	\$318.96	\$391.23	-\$72.27
00072273 - 00131242	WENDCHARLES I LLC	1220 BEN SAWYER BLVD	July 2016	174,700	6	24	80,400	9	7	1	-2	\$154.00	\$836.96	\$990.96	\$1,294.44	-\$303.48
00360103 - 00151501	MOUNT PLEASANT MALL LLC	708 JOHNNIE DODDS BLVD	October 2016	37,000	1	24	14,100	2	2	1	0	\$44.00	\$146.78	\$190.78	\$227.01	-\$36.23
00438040 - 00094499	TEMPUS PUBLISHING INC	420 WANDO PARK BLVD	April 2015	65,500	2	24	32,800	4	3	1	-1	\$66.00	\$341.45	\$407.45	\$528.08	-\$120.63
00361154 - 00156950	900 JOHNNIE DODDS POA	900 JOHNNIE DODDS BLVD	January 2016	66,100	2	24	25,900	3	3	1	0	\$66.00	\$269.62	\$335.62	\$416.99	-\$81.37
00020710 - 00077824	SHEM CREEK MARINA INC	526 MILL ST	April 2016	39,100	1	24	22,300	2	2	1	0	\$44.00	\$232.14	\$276.14	\$359.03	-\$82.89
00383581 - 00156991	MAPLE VIEW PROPERTIES LLC	272 W COLEMAN BLVD	October 2016	39,600	1	24	37,700	4	2	1	-2	\$44.00	\$392.46	\$436.46	\$606.97	-\$170.51
00452220 - 00070503	MCALISTER-SMITH FUNERAL	1520 RIFLE RANGE RD	April 2015	40,200	1	24	22,800	2	2	1	0	\$44.00	\$237.35	\$281.35	\$367.08	-\$85.73
00454260 - 00161006	NASH ORTHODONTICS PRACTICE LLC	1705 LACANNON LN	October 2016	40,400	1	13	16,500	2	2	1	0	\$44.00	\$171.77	\$215.77	\$265.65	-\$49.89
00320000 - 00037487	J HENRY STUHR INC	1494 MATHIS FERRY RD	July 2015	40,900	1	24	25,500	3	2	1	-1	\$44.00	\$265.46	\$309.46	\$410.55	-\$101.10
00457704 - 00060918	BED BATH BEYOND 00237	1744 TOWNE CENTRE WAY	April 2016	41,000	1	24	16,900	2	2	1	0	\$44.00	\$175.93	\$219.93	\$272.09	-\$52.16
					3,617					3960	2908		\$1,045,525			

Account - Customer	Customer Name	Service Address	Highest Quarter	Highest Quarter Consumption	highest quarter REU	# of Readings	Highest Consumption	highest month REU's	# of REU	diff	diff		
00225350 - 00042302	HARBOR POINTE APTS	331 HARBOR POINTE DR	July 2016	4,648,200	168	24	1,720,000	187	344	176	157		
00736302 - 00042026	S C STATE PORTS AUTHORITY	400 LONG POINT RD	July 2016	3,656,100	132	24	1,866,300	203	300	168	97		
00365905 - 00131755	HIBBEN FERRY APARTMENTS LLC	1054 ANNA KNAPP BLVD	July 2016	4,253,600	154	24	1,481,500	161	304	150	143		
00220055 - 00018299	RUNAWAY BAY APTS	800 RUNAWAY BAY LN	October 2016	2,034,000	74	24	1,071,800	117	208	134	92		
00737940 - 00111246	EAST BRIDGE TOWN LOFTS HOA	269 ALEXANDRA DR	July 2016	2,119,100	77	24	876,500	95	200	123	105		
00092485 - 00105323	BAYCLUB HOMES LLC	1481 CENTER STREET EXT	April 2015	1,459,500	53	24	699,100	76	162	109	86		
00362481 - 00042298	CRICKENTREE APARTMENTS	1601 N HIGHWAY 17	January 2016	1,308,000	47	24	521,500	57	152	105	95		
00306255 - 00040460	MONTCLAIR ASSOC LIMITED	1861 MONTCLAIR DR	July 2016	2,817,500	102	24	1,240,700	135	200	98	65		
00306253 - 00042015	THICKETT APARTMENTS	1900 N HIGHWAY 17	July 2016	1,245,000	45	24	475,000	52	128	83	76		
00362606 - 00101834	SANDPIPER INDEP & ASSIS LIVING LLC	1224 VILLAGE CREEK LN	July 2016	1,525,900	55	24	527,300	57	133	78	76		
00321470 - 00041114	ANCHORAGE APARTMENTS	1700 WHIPPLE RD	July 2016	1,415,200	51	24	520,000	57	120	69	63		
00353890 - 00040158	SNEE FARM LAKES HOA	1130 HIDDEN COVE DR	January 2016	2,393,900	87	23	1,209,200	131	148	61	17		
00083370 - 00042301	T COVE HORIZONTAL PROP	1559 BEN SAWYER BLVD	July 2015	1,499,000	54	24	840,200	91	113	59	22		
00734820 - 00059267	DARBY DEVELOPMENT	1175 MATHIS FERRY RD	October 2015	1,180,400	43	24	505,800	55	100	57	45		
00225322 - 00082857	ESTATES MANAGEMENT CO	100 N PLAZA CT	January 2016	1,274,000	46	24	664,400	72	100	54	28		
00083355 - 00042152	SIMMONS POINT HOA	1551 BEN SAWYER BLVD	April 2016	982,800	36	24	396,300	43	84	48	41		
00779305 - 00152850	THE BOULEVARD APARTMENTS	735 COLEMAN BLVD	July 2016	772,700	28	24	273,900	30	76	48	46		
00350022 - 00029725	BEAUMONT TOWNHOMES LTD P	2100 N HIGHWAY 17	July 2015	1,722,500	62	24	664,500	72	110	48	38		
00071583 - 00040631	RIVERWOOD APTS	1053 RIFLE RANGE RD	July 2016	955,400	35	23	487,300	53	78	43	25		
00306256 - 00040480	MONTCLAIR ASSOC LIMITED	1861 MONTCLAIR DR	April 2015	300	0	13	100	0	40	40	40		
00735460 - 00039574	OAKLEAF TOWNHOUSES	1137 OAKLEAF DR	July 2015	536,000	19	24	184,100	20	54	35	34		
00779580 - 00152850	THE BOULEVARD APARTMENTS	725 COLEMAN BLVD	July 2015	802,700	29	24	313,200	34	62	33	28		
00220170 - 00054626	BRIDGEVIEW SUITES	400 MAGRATH DARBY BLVD	April 2015	1,143,600	41	24	452,300	49	72	31	23		
00225302 - 00062902	NEMLORP LLC	28 BRIDGESIDE BLVD	July 2015	292,700	11	24	131,900	14	40	29	26		
00772890 - 00056605	EAST COOPER REGIONAL MEDICAL CENTER	2000 HOSPITAL DR	October 2016	1,961,500	71	24	702,100	76	100	29	24		
00764590 - 00125751	TIDES HORIZONTAL PROPERTY REGIME INC	145 WINGO WAY	April 2015	309,400	11	24	134,100	15	40	29	25		
00223440 - 00156132	EMPIRE RESTAURANTS LLC	960 HOUSTON NORTHCUTT E	October 2015	139,800	5	24	58,800	6	33	28	27		
00764585 - 00125751	TIDES HORIZONTAL PROPERTY REGIME INC	125 WINGO WAY	April 2016	410,600	15	24	186,400	20	42	27	22		
00764580 - 00125751	TIDES HORIZONTAL PROPERTY REGIME INC	135 WINGO WAY	July 2015	329,800	12	24	136,800	15	39	27	24		
00300498 - 00008555	GREYSTONE HOA	1718 GREYSTONE BLVD	January 2016	666,500	24	24	361,600	39	50	26	11		
00734500 - 00152343	VIBRA HOSPITAL OF CHARLESTON LLC	1200 JOHNNIE DODDS BLVD	July 2016	2,029,700	74	24	694,200	75	98	24	23		
00764495 - 00123029	SUNTRUST BANK	404 JOHNNIE DODDS BLVD	July 2016	3,100	0	24	1,500	0	24	24	24		
00734580 - 00003429	CHARLESTON NURSING CENTER	921 BOWMAN RD	October 2016	1,039,300	38	24	434,100	47	60	22	13		
00778590 - 00149329	RIVERS WALK	300 SEAPORT LN	July 2016	784,700	28	24	270,300	29	50	22	21		
00734560 - 00055232	EAST COOPER MED COMPLEX	900 BOWMAN RD	October 2016	68,200	2	24	41,300	4	24	22	20		
00778980 - 00149329	RIVERS WALK	310 SEAPORT LN	October 2016	591,200	21	24	218,800	24	42	21	18		
00357003 - 00034244	BI-LO INC #286	1909 N HIGHWAY 17	April 2015	133,900	5	24	47,600	5	25	20	20		
00789330 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	2725 BULRUSH BASKET LN	October 2015	301,800	11	18	125,500	14	31	20	17		
00736020 - 00133614	JKS & K DBA MC DONALDS	1533 JOHNNIE DODDS BLVD	April 2016	130,600	5	21	48,100	5	24	19	19		
00455112 - 00037246	WAL-MART STORES #1-632	1481 N HIGHWAY 17	April 2015	276,000	10	24	95,500	10	29	19	19		
00779000 - 00149329	RIVERS WALK	320 SEAPORT LN	October 2016	891,800	32	24	315,500	34	50	18	16		
00223402 - 00157502	The Beach Co Village Point Shopping Center	920 HOUSTON NORTHCUTT E	July 2016	316,300	11	24	131,300	14	29	18	15		
00734862 - 00146535	FIVE STAR QUALITY CARE DBA PALMS AT MT PL	998 LAKE HUNTER CIR	April 2016	243,500	9	24	104,700	11	26	17	15		
00362604 - 00041116	PLANTERS PLACE REGIME	1050 ANNA KNAPP BLVD	July 2015	499,500	18	24	178,100	19	35	17	16		
00783900 - 00160440	AVR CHARLESTON RIVIERA LLC	1985 PARKFRONT DR	April 2016	548,900	20	13	237,500	26	36	16	10		
00789315 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	2705 BULRUSH BASKET LN	October 2016	419,100	15	18	214,300	23	31	16	8		
00739501 - 00151994	HARRIS TEETER #457	1981 RIVIERA DR	July 2016	129,700	5	24	48,000	5	20	15	15		
00776240 - 00146349	UNIVERSITY MEDICAL ASSOCIATES OF MEDICAL	1600 MIDTOWN AVE	April 2016	131,000	5	24	47,000	5	20	15	15		
00767900 - 00129533	SOMERBY OF MOUNT PLEASANT AT PARKWEST	3100 TRADITION CIR	October 2015	2,510,800	91	22	1,581,000	172	106	15	-66		
00776410 - 00145504	GREGORIE FERRY APARTMENT HOLDINGS LLC	1240 WINNOWNING WAY	July 2016	473,000	17	24	184,200	20	32	15	12		
00776400 - 00145504	GREGORIE FERRY APARTMENT HOLDINGS LLC	1252 BERRY CREEK DR	April 2015	474,900	17	24	173,900	19	32	15	13		
00779690 - 00152850	THE BOULEVARD APARTMENTS	1230 JABBERS DR	April 2015	431,200	16	24	150,800	16	30	14	14		
00776405 - 00145504	GREGORIE FERRY APARTMENT HOLDINGS LLC	1250 WINNOWNING WAY	April 2015	487,500	18	24	196,500	21	32	14	11		
00783905 - 00160440	AVR CHARLESTON RIVIERA LLC	1975 PARKFRONT DR	July 2016	464,300	17	15	166,900	18	31	14	13		
00064350 - 00116641	VILLAGE OAKS OF MOUNT PLEASANT LLC	1240 FAIRMONT AVE	July 2016	278,300	10	24	118,400	13	24	14	11		
00223330 - 00160691	CIRCLE K STORES INC	404 W COLEMAN BLVD	July 2016	32,500	1	15	11,300	1	15	14	14		
00485538 - 00154713	PALMETTO STATE ARMORY	3365 S MORGANS POINT RD S	January 2016	15,800	1	24	8,100	1	14	13	13		
00736305 - 00075842	ROPER MT PLEASANT MED CTR	570 LONG POINT RD	January 2016	112,600	4	24	40,400	4	17	13	13		
00359703 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 20	January 2016	210,000	8	24	95,800	10	20	12	10		
00020081 - 00010324	ANGELYN AVINGER	508 MILL ST	July 2015	298,600	11	24	112,700	12	23	12	11		
00761965 - 00103854	THE FRANKIE HOME	1700 FRANKE DR APT NO	July 2016	190,200	7	24	70,200	8	19	12	11		
00359711 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 12	January 2016	109,500	4	24	51,500	6	16	12	10		
00622400 - 00101024	PUBLIX SUPER MARKETS INC	1125 PARK WEST BLVD	October 2016	276,400	10	24	101,000	11	22	12	11		
00776395 - 00145504	GREGORIE FERRY APARTMENT HOLDINGS LLC	1242 BERRY CREEK DR	July 2016	553,000	20	24	189,500	21	32	12	11		
00443483 - 00156430	BREAKWATER FITNESS LLC	601 BELLE STATION BLVD	October 2015	68,300	2	24	26,900	3	14	12	11		
00359706 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17	April 2016	239,500	9	24	100,000	11	20	11	9		
00776545 - 00156918	WINDWARD LONG POINT LLC	315 SLATE LN	July 2016	297,500	11	24	105,300	11	22	11	11		
00762905 - 00155637	HTA TIDES MEDICAL ARTS CENTER LLC	180 WINGO WAY	October 2015	218,500	8	24	83,800	9	19	11	10		
00201034 - 00089445	BI-LO LLC #410	774 S SHELMORE BLVD	October 2015	110,300	4	24	42,900	5	15	11	10		
00220144 - 00014348	COLEMAN BLVD ASSOC	280 W COLEMAN BLVD	April 2016	277,400	10	24	165,000	18	21	11	3		
00740440 - 00103854	THE FRANKIE HOME	1600 FRANKE DR	July 2016	225,200	8	24	77,700	8	19	11	11		
00359708 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 15	October 2016	143,500	5	24	94,000	10	16	11	6		

00359702 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 21	October 2016	254,600	9	24	86,700	9	20	11	11
00390038 - 00125074	ZIFF PROPERTIES	210 WINGO WAY	October 2016	62,600	2	24	25,700	3	13	11	10
00062870 - 00002433	JUDY J WHITFIELD	1301 ERCKMANN DR	October 2015	174,000	6	24	59,500	6	17	11	11
00776525 - 00156918	WINDWARD LONG POINT LLC	370 STONEWALL CT	October 2016	231,400	8	24	112,300	12	19	11	7
00359700 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 23	October 2016	157,000	6	24	57,500	6	16	10	10
00070680 - 00033722	OSCEOLA APARTMENTS	1340 BEN SAWYER BLVD	October 2016	26,700	1	24	10,500	1	11	10	10
00767910 - 00127853	OAKLAND PROPERTIES LLC	1121 OAKLAND MARKET RD #	April 2015	359,000	13	24	155,200	17	23	10	6
00359710 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 11	April 2016	169,500	6	24	65,000	7	16	10	9
00632446 - 00081823	GINN-LA PARKERS ISLAND	1700 RIVERTOWNE COUNTRY	April 2015	91,600	3	24	34,500	4	13	10	9
00782155 - 00160440	AVR CHARLESTON RIVIERA LLC	1405 LONG GROVE DR	October 2016	176,200	6	15	65,200	7	16	10	9
00082440 - 00110317	BI-LO # 101	1440 BEN SAWYER BLVD	July 2015	151,700	5	24	74,600	8	15	10	7
00071584 - 00040631	RIVERWOOD APTS	1053 RIFLE RANGE RD	April 2015	15,300	1	20	14,100	2	10	9	8
00457580 - 00145391	BURTON'S GRILL	1875 N HIGHWAY 17	October 2016	293,600	11	24	127,900	14	20	9	6
00747970 - 00150386	SPOTT INVESTMENTS LLC	1671 BELLE ISLE AVE	October 2015	33,000	1	24	12,500	1	10	9	9
00455174 - 00146704	CRESCOM BANK	1492 STUART ENGALS BLVD	April 2015	7,600	0	24	2,800	0	9	9	9
00735930 - 00149933	1156 BOWMAN LLC	1156 BOWMAN RD UNIT 200	April 2015	63,400	2	24	27,800	3	11	9	8
00074948 - 00094862	RPWB LLC	1037 CHUCK DAWLEY BLVD E	January 2016	36,500	1	24	16,800	2	10	9	8
00462990 - 00037700	HOBICAW YACHT CLUB	180 HOBICAW DR	July 2015	38,000	1	23	19,500	2	10	9	8
00773860 - 00103854	THE FRANKE HOME	1800 FRANKE DR	April 2015	204,500	7	24	74,100	8	16	9	8
00361453 - 00101024	PUBLIX SUPER MARKETS INC	1000 JOHNNIE DODDS BLVD S	July 2016	373,000	14	24	127,500	14	22	8	8
00376982 - 00150556	SOL SOUTHWEST KITCHEN	1101 STOCKADE LN	July 2015	319,400	12	24	111,700	12	20	8	8
00746305 - 00119134	HOSPICE OF CHARLESTON INC	676 WANDO PARK BLVD	April 2015	72,100	3	24	27,500	3	11	8	8
00376988 - 00160691	CIRCLE K STORES INC	2171 N HIGHWAY 17	October 2016	72,300	3	15	35,000	4	11	8	7
00359704 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 19	January 2016	321,500	12	24	150,800	16	20	8	4
00359701 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 22	April 2015	323,400	12	24	162,800	18	20	8	2
00470011 - 00160691	CIRCLE K STORES INC	2846 N HIGHWAY 17	July 2016	78,100	3	15	35,200	3	11	8	7
00551721 - 00092729	BULLS BAY GOLF CLUB	995 BULLS BAY BLVD	October 2016	78,400	3	24	43,700	5	11	8	6
00783070 - 00160440	AVR CHARLESTON RIVIERA LLC	1997 RIVIERA DR	April 2016	189,700	7	15	70,400	8	15	8	7
00767445 - 00125074	ZIFF PROPERTIES	200 WINGO WAY	July 2016	135,400	5	24	59,800	7	13	8	7
00776515 - 00156918	WINDWARD LONG POINT LLC	360 STONEWALL CT	July 2016	308,000	11	24	118,800	13	19	8	6
00763045 - 00124002	PORTSIDE CENTER HPR	421 WANDO PARK BLVD	July 2015	33,000	1	24	12,700	1	9	8	8
00063040 - 00013499	TACO BELL #2838	821 COLEMAN BLVD	April 2016	90,000	3	24	34,600	4	11	8	7
00779150 - 00084643	BROTHERS PROPERTY MANAGMENT	34 PATRIOTS POINT RD	April 2016	372,300	13	24	168,500	18	21	8	3
00480010 - 00046281	CHARLESTON NATIONAL COUNTRY CLUB	1360 NATIONAL DR	July 2016	69,200	3	24	31,500	3	10	7	7
00781360 - 00160440	AVR CHARLESTON RIVIERA LLC	1425 LONG GROVE DR	October 2016	181,600	7	15	81,600	9	14	7	5
00359707 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 16	January 2016	184,400	7	24	65,400	7	14	7	7
00734520 - 00156609	HTA EAST COOPER MEDICAL ARTS CENTER LLC	1280 HOSPITAL DR	October 2016	74,500	3	24	32,400	4	10	7	6
00406030 - 00074697	YAMATO JAPANESE STEAK	1993 RIVIERA DR	April 2015	295,400	11	24	105,800	12	18	7	7
00443470 - 00131242	WENDCHARLES I LLC	596 LONG POINT RD	July 2016	130,000	5	24	48,300	5	12	7	7
00776535 - 00156918	WINDWARD LONG POINT LLC	380 STONEWALL CT	October 2015	134,500	5	24	63,500	7	12	7	5
00072264 - 00129854	VITRE LLC	1303 BEN SAWYER BLVD	April 2015	109,700	4	23	96,800	11	11	7	0
00776540 - 00156918	WINDWARD LONG POINT LLC	325 SLATE LN	April 2015	137,800	5	24	56,200	6	12	7	6
00776510 - 00156918	WINDWARD LONG POINT LLC	350 STONEWALL CT	July 2015	138,100	5	24	54,800	6	12	7	6
00072615 - 00015684	HARBOURTOWNE PLACE	1031 CHUCK DAWLEY BLVD	January 2015	29,300	1	24	15,900	2	8	7	6
00776550 - 00156918	WINDWARD LONG POINT LLC	301 SLATE LN	October 2016	139,900	5	24	54,500	6	12	7	6
00070100 - 00160691	CIRCLE K STORES INC	1402 BEN SAWYER BLVD	July 2016	31,500	1	15	11,100	1	8	7	7
00240020 - 00041403	EAST COOPER PHYSICIANS LTD	1300 HOSPITAL DR	April 2016	171,200	6	24	93,500	10	13	7	3
00764985 - 00126723	MEDITERRANEAN SHIPPING CO INC	700 WATERMARK BLVD	July 2015	144,300	5	24	51,100	6	12	7	6
00224042 - 00158877	BW RRI II LLC	301 JOHNNIE DODDS BLVD	April 2016	1,304,300	47	19	727,000	79	54	7	-25
00385560 - 00048531	OMAR SHRINERS	176 PATRIOTS POINT RD	January 2017	40,000	1	24	40,000	4	8	7	4
00020460 - 00148610	BAMBOO ASIAN & SUSHI BAR LLC	604 COLEMAN BLVD	July 2016	71,600	3	24	26,800	3	9	6	6
00020091 - 00130172	ANGELYN AVINGER	508 MILL ST APT B	January 2015	17,100	1	24	11,500	1	7	6	6
00074252 - 00092822	CHRIS' DRY CLEANERS	808 COLEMAN BLVD	July 2016	155,500	6	24	60,500	7	12	6	5
00770995 - 00132109	MELLOW MUSHROOM	3110 N HIGHWAY 17	July 2016	238,500	9	24	120,600	13	15	6	2
00362500 - 00155112	735 JDB LLC IN C/O LEE AND ASSOCIATES	735 JOHNNIE DODDS BLVD	April 2016	104,500	4	24	51,500	6	10	6	4
00784430 - 00159612	GRAY PROPERTY 5222 LLC	1300 BELLE ISLE AVE	January 2016	189,300	7	17	81,400	9	13	6	4
00223977 - 00103000	TOWN OF MOUNT PLEASANT	935 HOUSTON NORTHCUTT E	July 2015	51,700	2	24	26,100	3	8	6	5
00222950 - 00005716	LANSING EAST HPR	940 LANSING DR	October 2015	55,700	2	24	20,200	2	8	6	6
00425000 - 00074821	HARRIS TEETER #87	620 LONG POINT RD UNIT H	January 2016	169,100	6	24	81,800	9	12	6	3
00051340 - 00000848	THE HOUSING AUTHORITY	1 BANK ST	October 2015	583,300	21	24	221,100	24	27	6	3
00756745 - 00104534	SEACOAST CHRISTIAN COMMUNITY CHURCH	750 LONG POINT RD	January 2016	118,300	4	24	46,900	5	10	6	5
00222952 - 00005715	LANSING EAST HPR	926 LANSING DR	April 2015	148,700	5	24	56,800	6	11	6	5
00443230 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	385 EGYPT RD	October 2015	232,000	8	24	106,500	12	14	6	2
00655805 - 00113568	BLUES HOUSE OF WINGS @ WYMBERLY CROSS	1905 HIGHWAY 41 STE 305	October 2016	70,300	3	24	36,900	4	8	5	4
00359705 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 18	April 2015	236,000	9	24	143,000	16	24	5	-2
00064340 - 00096447	FAIRMONT HORIZONTAL PROPER	1226 FAIRMONT AVE	January 2015	512,100	19	24	258,800	28	24	5	-4
00457684 - 00145496	MP PIZZERIA INC DBA GRIMALDI'S PIZZA	1244 BELK DR	July 2015	265,400	10	24	97,400	11	15	5	4
00735820 - 00022097	VILLAGE TOWNHOUSES(1055)	1059 EASTOVER DR	July 2015	131,000	5	24	50,000	5	10	5	5
00020070 - 00063503	JUSTIN O'TOOLE LUCEY PA	415 MILL ST	April 2015	21,300	1	24	9,500	1	6	5	5
00745260 - 00157786	STAR TACO	1109 PARK WEST BLVD STE E	April 2016	76,900	3	21	30,200	3	8	5	5
00222240 - 00131796	TITLEMAX OF SOUTH CAROLIA INC	425 JOHNNIE DODDS BLVD	January 2016	22,500	1	24	17,100	2	6	5	4
00454520 - 00069648	CLASS TWO MANAGEMENT LLC	1787 N HIGHWAY 17	July 2016	272,000	10	24	107,000	12	15	5	3
00776530 - 00156918	WINDWARD LONG POINT LLC	381 STONEWALL CT	July 2015	109,500	4	24	42,500	5	9	5	4

00231700 - 00117932	MINI-SKOOL EARLY LEARNING CENTER	891 JOHNNIE DODDS BLVD	April 2016	82,400	3	24	42,200	5	8	5	3
00744695 - 00155822	BRAVO & DELTA PIZZA INC	1795 N HIGHWAY 17 UNIT 1	April 2015	56,100	2	24	22,100	2	7	5	5
00444441 - 00104077	BELLE HALL III	672 LONG POINT RD	July 2015	900	0	16	700	0	5	5	5
00438004 - 00156173	SUMMIT WORX LLC	490 WANDO PARK BLVD	October 2016	1,400	0	22	1,000	0	5	5	5
00362726 - 00151895	INNOLABS	1007 JOHNNIE DODDS BLVD	October 2016	29,300	1	24	11,600	1	6	5	5
00360104 - 00081934	BEHIND THE SOFA LLC	712 JOHNNIE DODDS BLVD	April 2015	85,200	3	24	38,900	4	8	5	4
00769175 - 00130817	CHICK FILET	3102 IRONCLAD ALY	October 2016	168,500	6	24	63,100	7	11	5	4
00440171 - 00104534	SEACOAST CHRISTIAN COMMUNITY CHURCH	750 LONG POINT RD	April 2016	31,800	1	24	18,400	2	6	5	4
00241610 - 00090661	MT PLEASANT FAMILY PRACTICE	1400 HOSPITAL DR	January 2016	32,900	1	24	20,500	2	6	5	4
00376999 - 00041871	NEW VILLAGE LAUNDROMAT	2161 N HIGHWAY 17	July 2016	253,700	9	20	92,000	10	14	5	4
00773815 - 00017427	FIRST BAPTIST CHURCH	1151 GEORGE BROWDER BLV	April 2015	89,400	3	24	35,500	4	8	5	4
00232480 - 00137130	CELLULAR SALES	905 JOHNNIE DODDS BLVD	October 2016	34,600	1	24	18,300	2	6	5	4
00362725 - 00032805	FAIRMOUNT SHOPPING CENTER I	1035 JOHNNIE DODDS BLVD	April 2015	366,600	13	24	191,100	21	18	5	-3
00783995 - 00159612	GRAY PROPERTY 5222 LLC	1600 BELLE ISLE AVE	October 2016	229,300	8	17	141,300	15	13	5	-2
00225130 - 00099453	COLLEGE OF CHARLESTON TENNIS COMPLEX	75 PATRIOTS POINT RD	April 2015	9,000	0	24	5,200	1	5	5	4
00776500 - 00156918	WINDWARD LONG POINT LLC	351 STONEWALL CT	April 2015	147,800	5	24	50,000	5	10	5	5
00642999 - 00046122	PLANTERS POINTE HOA	2801 PLANTERS POINTE BLVD	July 2015	68,200	2	24	39,100	4	7	5	3
00361156 - 00151456	MDO2 FITNESS LLC	910 JOHNNIE DODDS BLVD	April 2015	317,700	12	24	144,000	16	16	4	0
00377150 - 00139492	BRICCO BRACCO	1161 BASKETWEAVE DR	July 2016	98,700	4	24	39,500	4	8	4	4
00456190 - 00032959	T J MAXX	1487 N HIGHWAY 17	July 2016	72,700	3	24	25,700	3	7	4	4
00462980 - 00024998	HOBCAW VIEW CONDO ASSN	569 E HOBCAW DR	October 2015	46,000	2	24	18,700	2	6	4	4
00764755 - 00103000	TOWN OF MOUNT PLEASANT	1251 PARK WEST BLVD	April 2016	18,400	1	24	9,900	1	5	4	4
00020490 - 00143543	BOTTLES LLC	610 COLEMAN BLVD	July 2016	19,600	1	24	11,500	1	5	4	4
00064080 - 00125298	418 MEETING STREET LLC	767 COLEMAN BLVD	July 2015	49,100	2	24	18,400	2	6	4	4
00443506 - 00045395	EXXON FOOD MART #4	701 LONG POINT RD	April 2015	243,600	9	24	101,800	11	13	4	2
00190067 - 00053517	VICKERY'S BAR AND GRILL	1313 SHRIMP BOAT LN	April 2015	409,800	15	24	147,500	16	19	4	3
00739497 - 00103854	THE FRANKE HOME	1885 RIFLE RANGE RD	July 2016	299,400	11	24	115,700	13	15	4	2
00151860 - 00160752	PASTIME EQUITIES LLC	654 COLEMAN BLVD	January 2016	23,600	1	14	12,700	1	5	4	4
00480012 - 00046281	CHARLESTON NATIONAL COUNTRY CLUB	1270 NATIONAL DR	July 2016	24,300	1	22	8,600	1	5	4	4
00430003 - 00119495	LONG POINT GRILL	479 LONG POINT RD	October 2015	110,700	4	24	45,900	5	8	4	3
00737874 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	3500 THOMAS CAIRO BLVD	October 2015	139,100	5	24	66,600	7	9	4	2
00361468 - 00151999	RAFFIA/ ANDREA DALTON	1000 JOHNNIE DODDS BLVD	July 2016	1,500	0	24	900	0	4	4	4
00220180 - 00145475	BENCHMARK REAL ESTATE LLC	401 W COLEMAN BLVD	January 2015	56,900	2	24	29,900	3	6	4	3
00359712 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 13	July 2016	334,000	12	24	120,000	13	16	4	3
00151960 - 00095977	GDC	679 COLEMAN BLVD	October 2016	4,600	0	24	2,100	0	4	4	4
00454909 - 00069747	OFFICE DEPOT #2002	1491 N HIGHWAY 17	July 2016	7,200	0	24	2,700	0	4	4	4
00735902 - 00150878	LANE COMMERCIAL LLC	1125 BOWMAN RD	July 2016	7,600	0	24	4,800	1	4	4	3
00776555 - 00156918	WINDWARD LONG POINT LLC	310 SLATE LN	October 2015	118,800	4	24	40,900	4	8	4	4
00425037 - 00082116	STEIN MART INC # 266	620 LONG POINT RD	January 2015	36,900	1	24	21,900	2	5	4	3
00734890 - 00131883	FIVE STAR QUALITY CARE DBA SWEETGRASS V	601 MATHIS FERRY RD	April 2016	838,000	30	24	316,500	34	34	4	0
00013040 - 00104189	THE COTTAGE	130 MILL ST	April 2015	65,300	2	24	25,000	3	6	4	3
00764520 - 00125517	GERMAIN DERMATOLOGY	612 SEACOAST PKWY STE 10	October 2016	39,500	1	24	15,400	2	5	4	3
00769680 - 00130297	ST BENEDICT CATHOLIC CHURCH	950 DARRELL CREEK TRL	October 2015	40,400	1	24	22,500	2	5	4	3
00747555 - 00161058	JEAR LOGISTICS LLC	3409 SALTERBECK ST	July 2016	13,100	0	14	6,000	1	4	4	3
00741155 - 00000268	MT PLEASANT PRESBYTERIAN CHURCH	305 CHURCH ST	October 2016	13,800	1	24	5,200	1	4	4	3
00455812 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	1565 RIFLE RANGE RD	January 2016	290,100	11	24	117,800	13	14	3	1
00783390 - 00155531	RIVERSIDE SPORTS LLC	547 LONG POINT RD STE 111	January 2016	14,500	1	24	5,700	1	4	3	3
00652985 - 00113143	STARBUCKS CORP STORE # 8995	1824 N HIGHWAY 17	January 2016	42,100	2	24	19,600	2	5	3	3
00756065 - 00129266	STUART ENGALS II CONDO ASSOCIATION INC	1439 STUART ENGALS BLVD	January 2016	42,300	2	24	23,400	3	5	3	2
00740390 - 00131756	MCALISTERS DELI	644 LONG POINT RD UNIT A	April 2015	44,100	2	24	16,200	2	5	3	3
00610002 - 00036905	BRICKYARD PLANTATION POA	1100 BRICKYARD PKWY	July 2016	184,000	7	24	90,200	10	10	3	0
00456120 - 00140977	MICHAELS STORES INC STORE#1060	1501 N HIGHWAY 17	April 2016	19,000	1	24	7,300	1	4	3	3
00190071 - 00132638	FINZ LLC	440 COLEMAN BLVD	October 2015	74,500	3	24	32,200	4	6	3	3
00063017 - 00137994	HERITAGE TRUST FEDERAL CREDIT UNION	847 COLEMAN BLVD	July 2015	47,300	2	24	23,300	3	5	3	2
00190062 - 00080261	WHITMAN PROPERTIES LLC	1407 SHRIMP BOAT LN	April 2015	433,700	16	24	176,700	19	19	3	0
00223470 - 00052955	STAPLES INC #826	845 HOUSTON NORTH CUTT E	July 2016	20,600	1	24	9,900	1	4	3	3
00151077 - 00147294	DARBY CAGLE LLC	730 COLEMAN BLVD UNIT G	April 2016	20,800	1	24	13,600	1	4	3	3
00735540 - 00025335	ROSEMEAD TOWNHOUSES	1180 ROSEMEAD RD	October 2015	76,100	3	24	42,400	5	6	3	1
00073481 - 00085857	CHRIST OUR KING CHURCH- FAMILY CENTER	1122 RUSSELL DR	October 2016	49,400	2	24	25,600	3	5	3	2
00151090 - 00074301	STARBUCKS COFFEE CO #8405	730 COLEMAN BLVD STE R	October 2015	23,200	1	24	11,900	1	4	3	3
00779575 - 00152850	THE BOULEVARD APARTMENTS	1229 JABBERS DR	April 2015	106,700	4	24	40,900	4	7	3	3
00743745 - 00135918	GREAT HARVEST BREAD CO	644 LONG POINT RD UNIT H	July 2016	24,300	1	24	8,600	1	4	3	3
00735700 - 00022097	VILLAGE TOWNHOUSES(1055)	1063 EASTOVER DR	April 2015	25,700	1	24	10,200	1	4	3	3
00010810 - 00155073	SIMMONS MARINE & SEAFOOD LLC	110 HADDRELL ST	January 2016	81,300	3	24	40,000	4	6	3	2
00752060 - 00123902	SOUTHEASTERN SPINE INSTITUTE REAL ESTATE	1122 CHUCK DAWLEY BLVD	April 2016	54,900	2	24	20,900	2	5	3	3
00767190 - 00127853	OAKLAND PROPERTIES LLC	1120 OAKLAND MARKET RD #	October 2016	193,500	7	24	68,200	7	10	3	3
00779695 - 00152850	THE BOULEVARD APARTMENTS	1244 JABBERS DR	April 2015	83,500	3	24	28,700	3	6	3	3
00430070 - 00140063	QUANT SYSTEMS INC	546 LONG POINT RD	October 2015	111,400	4	24	72,300	8	7	3	-1
00767915 - 00127853	OAKLAND PROPERTIES LLC	3050 MORGANS POINT RD	July 2016	139,700	5	24	47,300	5	8	3	3
00350024 - 00089063	JKM HOLDINGS LLC	1200 CLUB DR	April 2015	112,300	4	24	44,700	5	7	3	2
00735500 - 00025335	ROSEMEAD TOWNHOUSES	1104 OLD GEORGETOWN RD	July 2016	84,800	3	24	29,300	3	6	3	3
00735380 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	855 VON KOLNITZ RD	April 2015	223,200	8	24	89,800	10	11	3	1
00735260 - 00157223	MATHIS FERRY LLC	851 VON KOLNITZ RD	July 2016	30,400	1	22	16,300	2	4	3	2

00652105 - 00119037	ETIWAN PT CONDOMINIUM COUNCIL OF OWNER	102 ETIWAN POINTE DR	April 2016	30,500		1	24	25,000	3	4	3	1
00362515 - 00155256	SOUTHERN FIRST BANK	691 JOHNNIE DODDS BLVD	April 2015	3,000		0	24	1,400	0	3	3	3
00735220 - 00157223	MATHIS FERRY LLC	843 VON KOLNITZ RD	July 2016	30,600		1	22	17,800	2	4	3	2
00363150 - 00160089	CIAO GROUP LLC DBA CONGRESS	1035 JOHNNIE DODDS BLVD	April 2016	59,000		2	17	46,200	5	5	3	0
00734740 - 00124495	929 BOWMAN ROAD LLC	929 BOWMAN RD	January 2016	31,500		1	24	15,400	2	4	3	2
00776495 - 00156918	WINDWARD LONG POINT LLC	331 STONEWALL CT	July 2016	169,800		6	24	86,600	9	9	3	0
00359709 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17	July 2016	59,500		2	24	40,500	4	5	3	1
00454620 - 00072248	WHIT-FAM INC	1825 N HIGHWAY 17	July 2016	114,900		4	24	45,000	5	7	3	2
00746560 - 00160684	LOW COUNTRY KARATE LLC	1031 HIGHWAY 41 STE 100	April 2016	4,900		0	15	1,900	0	3	3	3
00275502 - 00024836	SC ELECTRIC & GAS	1277 CHUCK DAWLEY BLVD	July 2016	32,700		1	24	13,800	2	4	3	3
00735180 - 00157223	MATHIS FERRY LLC	835 VON KOLNITZ RD	October 2016	32,800		1	15	14,100	2	4	3	2
00735780 - 00022097	VILLAGE TOWNHOUSES(1055)	1054 EASTOVER DR	July 2015	33,600		1	24	13,800	1	4	3	3
00762010 - 00128034	IMAGING SPECIALISTS OF CHARLESTON	1241 WOODLAND AVE	October 2015	33,700		1	24	18,300	2	4	3	2
00083300 - 00088588	LIGHTHOUSE FINANCIAL	1275 BEN SAWYER BLVD	January 2016	6,400		0	24	2,400	0	3	3	3
00340012 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	1560 MATHIS FERRY RD	July 2016	34,300		1	24	25,000	3	4	3	1
00757450 - 00124695	POINT HOPE UNITED METHODIST CHURCH	3404 TURGOT LN APT	October 2016	7,100		0	24	3,200	0	3	3	3
00180130 - 00054774	CHARLOTTE MEARES	926 BLACKRAIL CT	April 2016	34,700		1	24	12,700	1	4	3	3
00734490 - 00104723	HOLLINGS CANCER CTR @ EAST COOPER	1180 HOSPITAL DR	April 2015	34,800		1	24	18,000	2	4	3	2
00756980 - 00121560	4 LARCH LN LLC	4 LARCH LN	October 2016	64,300		2	24	28,000	3	5	3	2
00491838 - 00078767	O'BRION'S PUB AND GRILLE	361 N SHELMORE BLVD UNIT	October 2015	64,400		2	24	24,800	3	5	3	2
00438008 - 00099440	GUS H BELL LLC	474 WANDO PARK BLVD	July 2016	175,100		6	24	88,900	10	9	3	-1
00362492 - 00052271	ANDREWS AND SHULL LLC	755 JOHNNIE DODDS BLVD	July 2015	10,100		0	24	4,900	1	3	3	2
00780275 - 00152324	CHILDREN'S DISCOVERY CENTER INC	3300 STOCKDALE ST	July 2016	93,000		3	17	47,700	5	6	3	1
00180090 - 00092242	1218 PRINCE ST ASSOCIATES	907 ROYAL TERN LN	July 2016	38,700		1	24	15,800	2	4	3	2
00223320 - 00133200	LOUIS SHAW	350 W COLEMAN BLVD	April 2015	66,500		2	24	24,000	3	5	3	2
00180140 - 00096298	THE LETO AGENCY LLC	918 BLACKRAIL CT	July 2015	39,900		1	24	15,600	2	4	3	2
00779650 - 00150634	CAROLINA ONE OFFICE	2713 N HIGHWAY 17	April 2015	12,400		0	24	4,300	0	3	3	3
00769125 - 00160705	JOEY BAG A DONUTS	1118 PARK WEST BLVD STE 6	April 2016	12,600		0	15	4,500	0	3	3	3
00180085 - 00101756	KEVIN ORTEGA	903 ROYAL TERN LN	April 2015	40,300		1	24	25,500	3	4	3	1
00781405 - 00160440	AVR CHARLESTON RIVIERA LLC	1480 LONG GROVE DR	July 2016	123,500		4	15	43,200	5	7	3	2
00220042 - 00152149	GPM SOUTHEAST LLC	508 JOHNNIE DODDS BLVD	January 2016	41,200		1	24	17,700	2	4	3	2
00735620 - 00021961	VILLAGE TOWNHOUSES (1051)	1051 EASTOVER DR	July 2016	41,600		2	24	15,200	2	4	2	2
00735140 - 00157223	MATHIS FERRY LLC	827 VON KOLNITZ RD	April 2015	41,800		2	18	24,000	2	4	2	1
00361160 - 00081560	CREEKSIDE CORP CENTRE	887 JOHNNIE DODDS BLVD	October 2015	42,000		2	24	25,800	3	4	2	1
00735060 - 00157223	MATHIS FERRY LLC	805 VON KOLNITZ RD # 811	April 2016	42,100		2	22	30,300	3	4	2	1
00151060 - 00128656	802 COLEMAN ASSOCIATES LLC	802 COLEMAN BLVD	April 2015	69,900		3	24	28,000	3	5	2	2
00740400 - 00131756	MCALISTERS DELI	644 LONG POINT RD UNIT B	July 2015	16,100		1	24	6,400	1	3	2	2
00223840 - 00047128	ICHIBAN RESTAURANT INC	909 HOUSTON NORTHCUTT E	January 2016	16,300		1	24	5,900	1	3	2	2
00223980 - 00028218	TOWNHALL ASSOCIATES	941 HOUSTON NORTHCUTT E	July 2016	44,100		2	24	16,900	2	4	2	2
00782150 - 00160440	AVR CHARLESTON RIVIERA LLC	1401 LONG GROVE DR	July 2016	44,100		2	15	17,300	2	4	2	2
00443482 - 00034025	WAFFLE HOUSE INC #951	609 LONG POINT RD	October 2016	99,300		4	24	37,000	4	6	2	2
00220050 - 00135504	KVH HOSPITALITY GROUP LLC	350 JOHNNIE DODDS BLVD	July 2016	954,900		35	24	383,300	42	37	2	-5
00451305 - 00118056	UNITED RESTAURANT GROUP DBA TGI FRIDAYS	1835 N HIGHWAY 17	July 2016	458,500		17	24	158,700	17	19	2	2
00651385 - 00140705	TRIDENT TECHNICAL COLLEGE	1125 JOHN DILLIGARD LN	October 2016	18,200		1	24	11,700	1	3	2	2
00433610 - 00129301	WRS INC	550 LONG POINT RD	July 2015	18,300		1	24	7,300	1	3	2	2
00406013 - 00078632	MIKE CALDER'S PUB	1971 RIVIERA DR UNIT 4	October 2015	46,100		2	24	17,100	2	4	2	2
00509490 - 00120013	LONG GROVE POA	1600 LONG GROVE DR	April 2015	18,900		1	24	8,500	1	3	2	2
00224780 - 00030699	STICKY FINGERS	341 JOHNNIE DODDS BLVD	July 2016	184,600		7	24	66,000	7	9	2	2
00470012 - 00146252	MAMMA BROWN'S BBQ	2390 HIGHWAY 41	January 2016	101,900		4	24	38,700	4	6	2	2
00457764 - 00159684	ORCHID MASSAGE LLC	1113 MARKET CENTER BLVD	July 2016	19,200		1	17	7,100	1	3	2	2
00763120 - 00122916	PUBLIX @ BEN SAWYER BLVD # 1055	1435 BEN SAWYER BLVD	April 2016	212,400		8	24	74,800	8	10	2	2
00406052 - 00140646	OPAL RESTAURANT	1960 RIVIERA DR STE C	April 2016	130,200		5	24	45,800	5	7	2	2
00180135 - 00096298	THE LETO AGENCY LLC	922 BLACKRAIL CT	January 2016	47,500		2	24	18,900	2	4	2	2
00456110 - 00140742	NEW TOKYO SUSHI AND HIBACHI LLC	1501 N HIGHWAY 17 UNIT B	July 2015	75,100		3	24	31,800	3	5	2	2
00783065 - 00160440	AVR CHARLESTON RIVIERA LLC	2005 RIVIERA DR	January 2016	47,700		2	15	22,900	2	4	2	2
00220190 - 00099090	B & C ENTERPRISES	405 COLEMAN BLVD	January 2016	20,400		1	24	7,800	1	3	2	2
00652485 - 00151456	MDO2 FITNESS LLC	3301 STOCKDALE ST	October 2016	158,500		6	24	82,500	9	8	2	-1
00360107 - 00123368	14 CHAPEL LLC	786 JOHNNIE DODDS BLVD	April 2015	20,800		1	24	9,600	1	3	2	2
00072450 - 00132595	SEA ISLAND SUDS LLC	1220 BEN SAWYER BLVD STE	April 2015	490,200		18	24	174,400	19	20	2	1
00779630 - 00150619	CAROLINA PARK COMMUNITY ASSOCIATION INC	1541 BANNING ST	July 2016	21,200		1	24	8,800	1	3	2	2
00406011 - 00078632	MIKE CALDER'S PUB	1971 RIVIERA DR	October 2016	21,400		1	24	8,100	1	3	2	2
00225318 - 00105311	GINN-LA FUND IV CHAS DBA	1 PATRIOTS POINT RD	October 2016	105,700		4	24	52,200	6	6	2	0
00746565 - 00134880	RIO GRANDE 2	660 LONG POINT RD UNIT C	July 2015	106,100		4	24	37,400	4	6	2	2
00782830 - 00056605	EAST COOPER REGIONAL MEDICAL CENTER	851 LEONARD FULGHUM DR	July 2015	437,400		16	24	208,800	23	18	2	-5
00180125 - 00148771	W F ASSOCIATES LLC	930 BLACKRAIL CT	April 2015	51,400		2	24	21,400	2	4	2	2
00781365 - 00160440	AVR CHARLESTON RIVIERA LLC	1435 LONG GROVE DR	July 2016	51,600		2	15	19,400	2	4	2	2
00770925 - 00124858	PALMETTO PRESBYTERIAN CHURCH	1720 CAROLINA PARK BLVD	October 2016	24,100		1	24	11,300	1	3	2	2
00283820 - 00026047	SUPER SUDS CARWASH	1117 BOWMAN RD	April 2016	328,300		12	24	134,800	15	14	2	-1
00054375 - 00017427	FIRST BAPTIST CHURCH	681 MCCANTS DR	October 2015	25,000		1	24	11,500	1	3	2	2
00425020 - 00076109	STARBUCKS # 8408	636 LONG POINT RD UNIT A	July 2016	80,200		3	24	36,500	4	5	2	1
00020280 - 00082485	ART'S BAR AND GRILL	413 COLEMAN BLVD	January 2016	80,300		3	24	33,800	4	5	2	1
00224600 - 00145079	BRIDGEWATER CENTER HPR	966 HOUSTON NORTHCUTT E	July 2015	190,900		7	24	69,200	8	9	2	1
00776560 - 00145625	SAVVY YOHN	1162 BASKETWEAVE DR	July 2016	26,100		1	24	10,200	1	3	2	2

00220152 - 00084643	BROTHERS PROPERTY MANAGMENT	24 PATRIOTS POINT RD	April 2015	81,700	3	24	27,900	3	5	2	2
00020095 - 00033697	BAILEY'S	410 MILL ST	October 2015	26,500	1	24	14,800	2	3	2	1
00225326 - 00089477	COLLEGE OF CHARLESTON	85 PATRIOTS POINT RD	April 2016	82,000	3	24	38,200	4	5	2	1
00223400 - 00017392	HARRIS TEETER STORE NO 19	920 HOUSTON NORTHCUTT E	April 2015	193,000	7	24	69,800	8	9	2	1
00734940 - 00134437	PARISH PLACE CONDOMINIUM ASSOCIATION INC	1291 MATHIS FERRY RD	July 2016	55,500	2	24	22,000	2	4	2	2
00775630 - 00143397	HAMLIN MEDICAL OFFICES LLC	2705 N HIGHWAY 17	January 2016	28,400	1	24	10,400	1	3	2	2
00735020 - 00026297	RICHARD RITTER	1307 MATHIS FERRY RD	October 2016	56,000	2	24	23,000	3	4	2	2
00443495 - 00090804	DRIVE-IN USA (SONIC)	691 LONG POINT RD	January 2016	84,300	3	24	51,000	6	5	2	-1
00607260 - 00123755	SOUTHERN COMMUNITY SERVICES	1300 PARK WEST BLVD	January 2017	1,600	0	20	1,200	0	2	2	2
00360300 - 00128148	SEGUI LAW FIRM LLC	864 LOWCOUNTRY BLVD STE	April 2015	1,700	0	24	600	0	2	2	2
00201172 - 00093875	SPORTS CORNER OF MOUNT PLEASANT	675 JOHNNIE DODDS BLVD	October 2015	29,600	1	24	18,200	2	3	2	1
00180160 - 00092240	1218 PRINCE ST ASSOC	912 SEA GULL DR	October 2015	57,400	2	24	19,800	2	4	2	2
00224452 - 00017155	NORTHCUTT PLAZA	976 HOUSTON NORTHCUTT E	July 2015	361,100	13	24	139,500	15	15	2	0
00655670 - 00155345	CHARLESTON BAGEL CO	656 LONG POINT RD UNIT A	July 2015	30,000	1	24	11,600	1	3	2	2
00180165 - 00092240	1218 PRINCE ST ASSOC	910 SEA GULL DR	January 2015	57,700	2	24	38,000	4	4	2	0
00359713 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 14	April 2016	389,200	14	24	180,500	20	16	2	-4
00452030 - 00048555	NATIONAL BANK OF SC	1470 N HIGHWAY 17	April 2015	3,100	0	24	1,300	0	2	2	2
00652395 - 00159753	SOVRAN ACQUISITION LP	1514 MATHIS FERRY RD	October 2015	3,400	0	17	1,700	0	2	2	2
00180110 - 00002489	TRULUCK PROPERTIES OF CHARLESTON	923 BLACKRAIL CT	January 2016	58,700	2	24	20,200	2	4	2	2
00740405 - 00131756	MCALISTERS DELI	644 LONG POINT RD UNIT C	January 2016	31,300	1	24	11,700	1	3	2	2
00774150 - 00138644	LADLES SOUPS MOUNT PLEASANT LLC	1164 BASKETWEAVE DR STE	January 2016	31,300	1	24	12,500	1	3	2	2
00021400 - 00143402	I'ON GROUP LLC	414 WHILDEN ST	July 2015	4,100	0	24	2,200	0	2	2	2
00021883 - 00009387	DR JOHN A OUZTS	609 WHILDEN ST	July 2016	4,200	0	24	2,200	0	2	2	2
00754660 - 00123249	EAST COOPER REGIONAL MEDICAL SLEEP CEN	897 VON KOLNITZ RD STE 10	January 2016	4,400	0	24	1,900	0	2	2	2
00232744 - 00151439	CHARLESTON AUTISM ACADEMY	930 PINE HOLLOW RD	October 2016	4,500	0	24	1,800	0	2	2	2
00430001 - 00078328	CURD ENTERPRISE	476 LONG POINT RD	July 2016	4,800	0	24	1,900	0	2	2	2
00201050 - 00160518	VENTRUE VII LLC	611 JOHNNIE DODDS BLVD	April 2016	4,900	0	15	1,800	0	2	2	2
00180155 - 00096060	KMO INVESTMENTS	914 SEA GULL DR	January 2016	60,200	2	24	27,500	3	4	2	1
00362491 - 00086499	PEARLMAN & PEARLMAN P C	751 JOHNNIE DODDS BLVD	January 2016	5,100	0	24	2,500	0	2	2	2
00735740 - 00022097	VILLAGE TOWNHOUSES(1055)	1050 EASTOVER DR	July 2016	60,300	2	24	21,300	2	4	2	2
00220110 - 00139863	MT PLEASANT MUSIC	918 LANSING DR STE F	October 2016	5,200	0	24	2,000	0	2	2	2
00783460 - 00155695	SMILING OAK DENTISTRY	1077 JOHNNIE DODDS BLVD	July 2015	5,200	0	24	2,200	0	2	2	2
00064100 - 00146427	SIX MILE ANTIQUE MALL	761 COLEMAN BLVD STE A	July 2016	5,600	0	24	2,300	0	2	2	2
00360004 - 00131883	FIVE STAR QUALITY CARE DBA SWEETGRASS V	1010 ANNA KNAPP EXT	January 2016	474,900	17	24	334,800	36	19	2	-17
00362518 - 00156396	SOUTHERN SPAS LLC	725 JOHNNIE DODDS BLVD	July 2016	88,700	3	24	33,500	4	5	2	1
00651030 - 00150699	222 WEST COLEMAN LLC	222 W COLEMAN BLVD	July 2015	5,900	0	24	4,200	0	2	2	2
00782715 - 00153730	T & S FAMILY LIMITED PARTNERSHIP	3850 BESSEMER RD STE 201	July 2016	6,200	0	24	2,400	0	2	2	2
00361462 - 00149472	PALMETTO OUTDOOR KITCHENS LLC	1000 JOHNNIE DODDS BLVD S	January 2017	6,300	0	24	6,300	1	2	2	1
00745035 - 00118337	CITADEL INVESTMENTS LLC	497 BRAMSON CT	July 2015	61,500	2	24	27,100	3	4	2	1
00378870 - 00041275	THE ENCLAVE HOA	2000 RETREAT LNDG	July 2016	6,400	0	17	3,500	0	2	2	2
00443660 - 00056816	THE SUNSHINE HOUSE #52	753 LONG POINT RD	July 2015	172,000	6	24	86,200	9	8	2	-1
00617149 - 00158458	MCCANN'S IRISH PUB	2700 N HIGHWAY 17 STE 1200	October 2015	61,700	2	20	23,400	3	4	2	1
00769040 - 00161257	WHIPPLE ROAD PLAZA	880 WHIPPLE RD	April 2016	6,600	0	13	4,200	0	2	2	2
00454672 - 00157643	ECLETIC FINDS LLC	1670 N HIGHWAY 17	July 2015	7,100	0	22	3,400	0	2	2	2
00223247 - 00081212	VIRGINIA GREGORY DMD LLC	434 COLEMAN BLVD	April 2016	7,500	0	24	3,800	0	2	2	2
00201053 - 00159453	PATTAYA THAI RESTURANT INC	607 JOHNNIE DODDS BLVD S	October 2015	35,100	1	18	17,800	2	3	2	1
00762725 - 00104537	EAST COOPER MONTESSORI	250 PONSBURY RD	October 2016	63,700	2	22	26,400	3	4	2	1
00406057 - 00146016	TIDEWATER VETERINARY LLC	1964 RIVIERA DR STE H	July 2016	8,900	0	24	3,100	0	2	2	2
00424978 - 00159855	MID ATLANTIC RESTURANT GROUP LLC	608 LONG POINT RD UNIT A	July 2016	64,400	2	17	26,100	3	4	2	1
00749520 - 00138803	MT PLEASANT INTERNAL MEDICINE AND PULMO	897 VON KOLNITZ RD STE 10	January 2016	9,400	0	24	3,500	0	2	2	2
00744230 - 00160691	CIRCLE K STORES INC	1305 LONG GROVE DR	April 2016	37,300	1	14	13,100	1	3	2	2
00356353 - 00038149	THE CHURCH OF JC LDS	2115 N HIGHWAY 17	July 2016	10,000	0	24	7,500	0	2	2	1
00767740 - 00152429	NLP PARK WEST LLC	1124 PARK WEST BLVD	October 2016	10,200	0	24	4,700	1	2	2	1
00383582 - 00118120	ORBIS SIBRO INC	270 W COLEMAN BLVD	July 2015	10,300	0	24	4,000	0	2	2	2
00224201 - 00040184	ANIMAL MEDICAL CLINIC/MT PLEASANT	958 HOUSTON NORTHCUTT E	July 2016	65,700	2	24	24,400	3	4	2	1
00072330 - 00120498	EXPECTATIONS STUDIO LLC	1256 BEN SAWYER BLVD STE	July 2015	10,600	0	24	3,800	0	2	2	2
00433550 - 00050340	LONG POINT CNTR LLC	501 WANDO PARK BLVD	July 2016	38,400	1	24	13,900	2	3	2	1
00366121 - 00112485	880 JOHNNIE DODDS LLC	880 JOHNNIE DODDS BLVD	July 2015	10,800	0	24	5,700	1	2	2	1
00520831 - 00086349	HAMLIN PLANTATION LLC	100 AMENITY PARK DR	January 2016	10,900	0	24	7,600	0	2	2	1
00736982 - 00025734	SMJ INC	1036 JOHNNIE DODDS BLVD	July 2016	11,100	0	24	6,200	1	2	2	1
00457716 - 00060159	BELK INC	1200 BELK DR	April 2016	66,500	2	24	26,300	3	4	2	1
00777020 - 00146800	O'QUINN SCHOOL OF PORTER GAUD	761 S SHELMORE BLVD	April 2015	94,100	3	24	43,200	5	5	2	0
00782710 - 00153720	TUESDAY MORNING #1174	680 LONG POINT RD	October 2015	11,300	0	24	4,100	0	2	2	2
00767715 - 00128640	WJM ENTERPRISES LLC	1130 PROFESSIONAL LN	October 2016	11,400	0	24	5,000	1	2	2	1
00223290 - 00160618	L&J PROPERTIES LLC	622 JOHNNIE DODDS BLVD	October 2016	11,400	0	15	5,800	1	2	2	1
00769030 - 00131006	WHIPPLE RD PLAZA	874 WHIPPLE RD	April 2016	11,600	0	20	7,600	0	2	2	1
00357232 - 00035600	COUNTY OF CHARLESTON	1189 SWEETGRASS BASKET	April 2016	94,500	3	24	37,600	4	5	2	1
00762965 - 00123902	SOUTHEASTERN SPINE INSTITUTE REAL ESTATE	1106 CHUCK DAWLEY BLVD	January 2016	122,100	4	24	54,800	6	6	2	0
00241602 - 00148778	COASTAL FERTILITY SPECIALISTS	1375 HOSPITAL DR	April 2015	39,800	1	24	14,200	2	3	2	1
00631189 - 00103999	RIVERTOWNE POA	2544 RIVERTOWNE PKWY	July 2015	67,500	2	24	55,900	6	4	2	-2
00430075 - 00097103	BECKI L COLE DBA JAZZERCIZE	493 LA MESA RD UNIT D	October 2015	12,500	0	24	5,600	1	2	2	1
00480022 - 00046281	CHARLESTON NATIONAL COUNTRY CLUB	1360 NATIONAL DR	October 2015	12,800	0	24	7,400	1	2	2	1
00757925 - 00121705	DAVID WEEKLEY HOMES	498 WANDO PARK BLVD STE	October 2016	12,900	0	24	7,500	1	2	2	1

00778265 - 00148614	JOURNEY CYCLING AND FITNESS STUDIO	1168 BASKETWEAVE DR	January 2016	13,100	0	24	4,900	1	2	2	1	
00360242 - 00084914	TIDELANDS BANCSHARES INC	830 LOWCOUNTRY BLVD	January 2016	40,700	1	24	25,000	3	3	2	0	
00735660 - 00022097	VILLAGE TOWNHOUSES(1055)	1055 EASTOVER DR	April 2015	68,700	2	24	31,600	3	4	2	1	
00474341 - 00098269	CHRIST EPISCOPAL CHURCH	2304 N HIGHWAY 17	July 2016	14,500	1	24	10,400	1	2	1	1	
00223280 - 00057976	PACK RAT MINI STORAGE	616 JOHNNIE DODDS BLVD	October 2016	14,600	1	24	6,000	1	2	1	1	
00762025 - 00123312	DEROMA'S PIZZERIA	1948 LONG GROVE DR STE 1	July 2015	15,400	1	24	6,700	1	2	1	1	
00735580 - 00022097	VILLAGE TOWNHOUSES(1055)	1057 EASTOVER DR	July 2015	181,000	7	24	65,400	7	8	1	1	
00756400 - 00121417	MATTRESS SOURCE	1751 N HIGHWAY 17 UNIT 1	October 2016	15,800	1	24	5,600	1	2	1	1	
00473867 - 00062789	EASTBRIDGE PRESBYTERIAN	1250 LEXINGTON DR	October 2016	15,800	1	24	9,600	1	2	1	1	
00665398 - 00083738	BELLE HALL HOA	455 ANTEBELLUM LN	July 2016	43,600	2	18	20,200	2	3	1	1	
00021330 - 00071679	STUBBS MULDROW HERIN ARCH	400 HIBBEN ST	October 2016	16,200	1	24	7,000	1	2	1	1	
00736900 - 0009045	WACHOVIA BANK # 3146	1100 JOHNNIE DODDS BLVD	July 2016	16,200	1	24	10,500	1	2	1	1	
00224660 - 00026633	WATERMARK ASSOCIATION	950 HOUSTON NORTHCUTT E	October 2015	71,700	3	24	37,900	4	4	1	0	
00077381 - 00039942	EBENEZER AME CHURCH	1095 RIFLE RANGE RD	July 2015	16,700	1	24	8,000	1	2	1	1	
00385550 - 00048531	OMAR SHRINERS	176 PATRIOTS POINT RD	October 2016	16,800	1	24	9,000	1	2	1	1	
00742605 - 00090804	DRIVE-IN USA (SONIC)	2880 N HIGHWAY 17	July 2016	72,000	3	24	36,600	4	4	1	0	
00360000 - 00065439	CIRCLE K STORES #2705122	685 JOHNNIE DODDS BLVD	April 2016	44,600	2	24	17,700	2	3	1	1	
00020560 - 00156303	LOWCOUNTRY FLY SHOP	626 COLEMAN BLVD	October 2015	17,000	1	24	14,800	2	2	1	0	
00444442 - 00110379	PETSMART INC # 1250	676 LONG POINT RD	April 2015	127,600	5	24	43,500	5	6	1	1	
00438020 - 00146621	EGROUP INC	482 WANDO PARK BLVD	January 2016	17,300	1	24	11,000	1	2	1	1	
00223422 - 00158056	WALGREENS #15442	389 JOHNNIE DODDS BLVD	April 2015	17,700	1	21	14,400	2	2	1	0	
00734540 - 00016854	RTM INC	1190 JOHNNIE DODDS BLVD	April 2015	210,900	8	19	79,400	9	9	1	0	
00656575 - 00103854	THE FRANKE HOME	1500 FRANKE DR	July 2015	349,100	13	23	118,700	13	14	1	1	
00385450 - 00100548	CAROLINA ONE REAL ESTATE 7359	195 W COLEMAN BLVD	April 2015	18,000	1	24	9,500	1	2	1	1	
00652095 - 00119037	ETIWAN PT CONDOMINIUM COUNCIL OF OWNERS	102 ETIWAN POINTE DR	January 2016	73,400	3	14	70,200	8	4	1	-4	
00151850 - 00061436	HIBBEN METHODIST CHURCH	690 COLEMAN BLVD	October 2016	46,300	2	24	21,400	2	3	1	1	
00745960 - 00153296	BRYAN COLE THE WINE BAR	664 LONG POINT RD UNIT G	October 2015	18,700	1	24	7,600	1	2	1	1	
00220070 - 00003107	OFFICE OF ADJUTANT GENERAL	245 MATHIS FERRY RD	January 2016	46,400	2	24	23,200	3	3	1	0	
00361380 - 00013517	AUTOMOTIVE ASSOCIATES	1072 JOHNNIE DODDS BLVD	April 2016	18,900	1	24	6,800	1	2	1	1	
00072130 - 00153638	840 COLEMAN LLC C/O WILSON KIBLER INC	840 COLEMAN BLVD	April 2016	101,800	4	23	61,400	7	5	1	-2	
00276002 - 00104974	CAMBRIDGE LAKES	1401 CAMBRIDGE LAKES DR	January 2017	19,100	1	24	19,100	2	2	1	0	
00653760 - 00112569	HUNAN CHINESE RESTAURANT	1200 QUEENSBOROUGH BLV	October 2016	47,000	2	24	20,700	2	3	1	1	
00072921 - 00085857	CHRIST OUR KING CHURCH- FAMILY CENTER	1144 RUSSELL DR	April 2016	19,700	1	24	12,800	1	2	1	1	
00734864 - 00146535	FIVE STAR QUALITY CARE DBA PALMS AT MT PL	1010 LAKE HUNTER CIR	January 2016	682,200	25	24	249,900	27	26	1	-1	
00433556 - 00052720	LONG POINT CENTER LLC	503 WANDO PARK BLVD	October 2015	48,100	2	24	17,100	2	3	1	1	
00781245 - 00103000	TOWN OF MOUNT PLEASANT	1251 PARK WEST BLVD	October 2015	48,300	2	24	25,200	3	3	1	0	
00385540 - 00048531	OMAR SHRINERS	176 PATRIOTS POINT RD	October 2015	20,800	1	24	12,400	1	2	1	1	
00785655 - 00074301	STARBUCKS COFFEE CO #8405	3051 IRONCLAD ALY	October 2016	76,300	3	23	28,400	3	4	1	1	
00747900 - 00149787	REFUEL 14	1181 VENNING RD	July 2015	76,500	3	24	28,300	3	4	1	1	
00440170 - 00104534	SEACOAST CHRISTIAN COMMUNITY CHURCH	750 LONG POINT RD	April 2015	104,500	4	24	50,500	4	5	1	0	
00744185 - 00145397	BLUESTEIN JOHNSON & BURKE LLC	1024 EWALL ST	October 2015	22,100	1	24	8,200	1	2	1	1	
00224220 - 00091590	WEST COLEMAN LLC	300 W COLEMAN BLVD	October 2016	132,600	5	24	53,500	6	6	1	0	
00266500 - 00159275	CROWN LEADERSHIP ACADEMY	1455 WAKENDAW RD	October 2016	22,200	1	18	9,400	1	2	1	1	
00457606 - 00061802	COASTAL ONE INC ABC	1712 TOWNE CENTRE WAY	January 2016	132,700	5	24	53,300	6	6	1	0	
00455120 - 00080143	TJX DBA MARSHALL'S #829	1495 N HIGHWAY 17	January 2016	105,300	4	24	37,100	4	5	1	1	
00360280 - 00160008	L & J PROPERTIES LLC	871 LOWCOUNTRY BLVD	October 2015	22,500	1	16	13,300	1	2	1	1	
00438036 - 00068832	THE PAW PLAZA HOTEL	367 WANDO PLACE DR	October 2015	78,000	3	24	42,200	5	4	1	-1	
00746255 - 00119094	MOUNT PLEASANT INTERNAL MEDICINE	897 VON KOLNITZ RD STE 10	April 2016	23,100	1	24	16,900	2	2	1	0	
00074912 - 00153679	BRICCO BRACCO CUCINA	1034 CHUCK DAWLEY BLVD	July 2015	106,000	4	23	39,500	4	5	1	1	
00454902 - 00040466	YE OLD FASHION ICE CREAM	1502 N HIGHWAY 17	April 2015	78,600	3	24	28,900	3	4	1	1	
00473782 - 00148707	HEALTH FIRST RAPID CARE INC	2863 N HIGHWAY 17	October 2016	23,600	1	24	15,900	2	2	1	0	
00224662 - 00058480	WATERMARK II ASSOCIATES	952 HOUSTON NORTHCUTT E	October 2015	23,800	1	24	11,700	1	2	1	1	
00779585 - 00152324	CHILDREN'S DISCOVERY CENTER INC	1110 VENNING RD	April 2016	134,300	5	24	60,800	7	6	1	-1	
00180095 - 00092240	1218 PRINCE ST ASSOC	906 ROYAL TERN LN	October 2016	79,100	3	24	40,200	4	4	1	0	
00072255 - 00121974	1233 EXECUTIVE SUITES HPR	1233 BEN SAWYER BLVD	July 2015	79,100	3	24	41,400	5	4	1	-1	
00361395 - 00150356	KIDS TEETH LLC	1073A JOHNNIE DODDS BLVD	July 2016	24,300	1	24	8,900	1	2	1	1	
00737020 - 00152253	PAWS IN PARADISE	1058 JOHNNIE DODDS BLVD	July 2016	107,100	4	24	41,600	4	5	1	0	
00020420 - 00157277	SHEM CREEK DENTAL ASSOCIATES	211 SIMMONS ST	October 2016	52,500	2	23	17,600	2	3	1	1	
00425002 - 00076110	DOG & DUCK RESTAURANT	624 LONG POINT RD UNIT A	April 2015	135,500	5	24	59,100	6	6	1	0	
00744245 - 00160873	ERIKKA CURIA	1317 LONG GROVE DR	October 2016	25,100	1	14	14,700	2	2	1	0	
00070700 - 00113626	RESORT MAINTENANCE INC	1326 BEN SAWYER BLVD STE	October 2016	25,400	1	24	10,600	1	2	1	1	
00443502 - 00145500	BMC DISTRIBUTORS OF SCLLC DBA BLUE WATE	699 LONG POINT RD	April 2016	80,600	3	24	43,500	5	4	1	-1	
00470911 - 00078568	TIBBOEL INSURANCE AGENCY	2191 N HIGHWAY 17	April 2016	25,700	1	24	15,200	2	2	1	0	
00361400 - 00010351	PARKS AUTO PARTS	1084 JOHNNIE DODDS BLVD	January 2016	26,000	1	24	16,800	2	2	1	0	
00072250 - 00001073	MT PLEASANT ANIMAL HOSP	1213 BEN SAWYER BLVD UNI	April 2016	26,100	1	24	9,800	1	2	1	1	
00190075 - 00118279	433 COLEMAN BLVD LLC	427 COLEMAN BLVD	July 2016	136,500	5	24	47,800	5	6	1	1	
00022070 - 00009670	RALIEGH JOHNSON	102 ROYALL AVE	October 2016	26,200	1	24	10,600	1	2	1	1	
00180115 - 00028354	JAMES C GOSS	927 BLACKRAIL CT	October 2015	81,500	3	24	35,900	4	4	1	0	
00073216 - 00085858	STELLA MARIS SCHOOL	1183 RUSSELL DR	October 2015	26,700	1	24	9,900	1	2	1	1	
00473865 - 00154882	CAROLINA PHYSICAL THERAPY & SPORTS MEDI	3040 N HIGHWAY 17 UNIT A	April 2016	26,700	1	24	20,100	2	2	1	0	
00470790 - 00045138	THE SAWGRASS COMPANY	2233 N HIGHWAY 17	April 2015	54,600	2	24	20,600	2	3	1	1	
00358998 - 00070366	PLEASANT FAMILY DENTISTRY	1204 TWO ISLAND CT	October 2015	27,200	1	24	14,400	2	2	1	0	
00473864 - 00158483	TONY POPE AGENT LLC	3044 N HIGHWAY 17	January 2016	27,500	1	20	19,600	2	2	1	0	

00201037 - 00146460	EVERYTHING BAGEL	766 S SHELMORE BLVD STE 4	October 2016	55,500	2	24	19,500	2	3	1	1			
00362300 - 00004905	R MICHAEL WILLIAMS DMD PA	1065 JOHNNIE DODDS BLVD S	January 2016	27,900	1	24	14,400	2	2	1	0			
00474342 - 00096118	CHRIST EPISCOPAL CHURCH	2304 N HIGHWAY 17 BLDG A	April 2016	28,100	1	24	10,000	1	2	1	1			
00454799 - 00117169	ABC & J INC	1533 N HIGHWAY 17 STE A	July 2015	28,100	1	24	10,700	1	2	1	1			
00768860 - 00121840	VETFRIENDS.COM LLC	547 LONG POINT RD STE 113	January 2015	28,100	1	24	24,800	3	2	1	-1			
00180080 - 00039156	THOMAS H HOLLIDAY	905 SEA GULL DR	July 2015	83,400	3	24	30,300	3	4	1	1			
00020240 - 00068293	409 ASSOCIATES LLC	409 COLEMAN BLVD	July 2015	28,300	1	24	17,500	2	2	1	0			
00013181 - 00000268	MT PLEASANT PRESBYTERIAN CHURCH	302 HIBBEN ST	October 2015	28,400	1	24	15,800	2	2	1	0			
00457739 - 00070761	RARE HOSPITALITY INTERNAT	1845 N HIGHWAY 17	July 2015	277,000	10	24	98,100	11	11	1	0			
00735300 - 00157223	MATHIS FERRY LLC	1315 MATHIS FERRY RD	April 2015	139,000	5	19	75,400	8	6	1	-2			
00735100 - 00157223	MATHIS FERRY LLC	819 VON KOLNITZ RD	July 2016	83,800	3	22	28,900	3	4	1	1			
00774520 - 00145636	SUSHI TARO	1171 BASKETWEAVE DR	October 2016	56,300	2	24	27,800	3	3	1	0			
00073215 - 00085858	STELLA MARIS SCHOOL	1183 RUSSELL DR	October 2016	166,900	6	24	69,700	8	7	1	-1			
00443386 - 00103000	TOWN OF MOUNT PLEASANT	393 EGYPT RD	April 2015	29,000	1	24	12,400	1	2	1	1			
00775520 - 00142189	CIRQUE SALON STUDIOS OF MOUNT PLEASANT	1167 BASKETWEAVE DR	April 2015	57,200	2	24	21,000	2	3	1	1			
00769660 - 00103000	TOWN OF MOUNT PLEASANT	840 VON KOLNITZ RD	October 2015	57,700	2	24	22,700	2	3	1	1			
00443410 - 00098363	CVS INC	640 LONG POINT RD	April 2015	30,700	1	24	17,400	2	2	1	0			
00779440 - 00149964	OLD COLONY BAKERY	519 WANDO LN UNIT B	April 2016	31,400	1	24	12,600	1	2	1	1			
00357011 - 00059323	TACO BELL	1096 ISLE OF PALMS CONNEC	April 2016	114,300	4	24	39,200	4	5	1	1			
00201030 - 00105343	GOLDEN GARDEN	778 S SHELMORE BLVD STE 1	July 2015	31,900	1	24	11,300	1	2	1	1			
00074910 - 00096247	STEPHEN BARLEY	1032 CHUCK DAWLEY BLVD U	October 2016	32,300	1	24	13,300	1	2	1	1			
00072616 - 00129270	RICHARDSON PATRICK WESTBROOK & BRICKM	1017 CHUCK DAWLEY BLVD	January 2016	32,400	1	24	17,100	2	2	1	0			
00358902 - 00157508	RE/MAX ALLIANCE	1200 TWO ISLAND CT UNIT E	July 2016	32,600	1	23	21,200	2	2	1	0			
00735980 - 00157788	NORDSTROM INC	1110 BOWMAN RD UNIT A	October 2016	32,700	1	17	18,000	2	2	1	0			
00747910 - 00130510	THE BATTERY AT PARKWEST HOA	1025 BASILDON RD	July 2015	32,800	1	24	15,600	2	2	1	0			
00223450 - 00012669	MELVIN'S SOUTHERN BBQ	925 HOUSTON NORTHCUTT E	July 2015	143,200	5	24	53,200	6	6	1	0			
00653075 - 00136933	ANIMAL EYE CARE OF THE LOWCOUNTRY	1131 QUEENSBOROUGH BLV	April 2016	33,400	1	24	11,700	1	2	1	1			
00652085 - 00143741	TW PIZZA LLC	1110 PARK WEST BLVD STE 3	April 2015	61,000	2	24	30,900	3	3	1	0			
00223900 - 00152428	FOOTPRINT GROUP LLC	915 HOUSTON NORTHCUTT E	January 2016	61,000	2	22	39,000	4	3	1	-1			
00270150 - 00160691	CIRCLE K STORES INC	1340 CHUCK DAWLEY BLVD	July 2016	33,600	1	14	13,100	1	2	1	1			
00223345 - 00138513	THE KING II LLC DBA JUANITA GREENBERGS	410 W COLEMAN BLVD	July 2016	144,400	5	24	51,800	6	6	1	0			
00442750 - 00113460	CHRIST KIDS	341 EGYPT RD	July 2016	117,000	4	24	49,500	5	5	1	0			
00736940 - 00033652	DCI EAST OF THE COOPER	1088 JOHNNIE DODDS BLVD	July 2016	393,600	14	24	140,200	15	15	1	0			
00356969 - 00144818	DMR HOLDINS IV LLC DBA JERSEY MIKES SUBS	1907 N HIGHWAY 17 UNIT 1	April 2015	35,300	1	24	15,500	2	2	1	0			
00072430 - 00145024	MOMMA ROSA LLC	1220 BEN SAWYER BLVD STE	October 2016	63,200	2	24	27,600	3	3	1	0			
00744450 - 00156133	FAMILY VENTURES 1 LLC	1117 PARK WEST BLVD STE B	April 2016	35,700	1	24	16,900	2	2	1	0			
00393712 - 00103000	TOWN OF MOUNT PLEASANT	355 7TH AVE	July 2016	63,300	2	24	42,300	5	3	1	-2			
00385520 - 00145633	HARBOR BREEZE	176 PATRIOTS POINT RD	April 2016	35,900	1	24	12,800	1	2	1	1			
00735860 - 00022097	VILLAGE TOWNHOUSES(1055)	1058 EASTOVER DR	July 2015	91,500	3	24	34,300	4	4	1	0			
00656435 - 00078560	THOMAS AND HUTTON ENGINEE	682 JOHNNIE DODDS BLVD	October 2015	64,100	2	24	24,300	3	3	1	0			
00072273 - 00131242	WENDCHARLES I LLC	1220 BEN SAWYER BLVD	July 2016	174,700	6	24	80,400	9	7	1	-2			
00360103 - 00151501	MOUNT PLEASANT MALL LLC	708 JOHNNIE DODDS BLVD	October 2016	37,000	1	24	14,100	2	2	1	0			
00438040 - 00094499	TEMPUS PUBLISHING INC	420 WANDO PARK BLVD	April 2015	65,500	2	24	32,800	4	3	1	-1			
00361154 - 00156950	900 JOHNNIE DODDS POA	900 JOHNNIE DODDS BLVD	January 2016	66,100	2	24	25,900	3	3	1	0			
00020710 - 00077824	SHEM CREEK MARINA INC	526 MILL ST	April 2016	39,100	1	24	22,300	1	2	1	0			
00383581 - 00156991	MAPLE VIEW PROPERTIES LLC	272 W COLEMAN BLVD	October 2016	39,600	1	24	37,700	4	2	1	-2			
00452220 - 00070503	MCALISTER-SMITH FUNERAL	1520 RIFLE RANGE RD	April 2015	40,200	1	24	22,800	1	2	1	0			
00454260 - 00161006	NASH ORTHODONTICS PRACTICE LLC	1705 LACANNON LN	October 2016	40,400	1	13	16,500	2	2	1	0			
00320000 - 00037487	J HENRY STUHR INC	1494 MATHIS FERRY RD	July 2015	40,900	1	24	25,500	3	2	1	-1			
00457704 - 00060918	BED BATH BEYOND 00237	1744 TOWNE CENTRE WAY	April 2016	41,000	1	24	16,900	2	2	1	0			
						3,617						3960	2908	\$1,245,525

Account - Customer	Customer Name	Service Address	Highest Quarter	Highest Quarter Consumption	highest quarter REU	# of Readings	Highest Consumption	highest month REU's
00225350 - 00042302	HARBOR POINTE APTS	331 HARBOR POINTE DR	July 2016	4,648,200	168	24	1,720,000	187
00365905 - 00131755	HIBBEN FERRY APARTMENTS LLC	1054 ANNA KNAPP BLVD	July 2016	4,253,600	154	24	1,481,500	161
00737940 - 00111246	EAST BRIDGE TOWN LOFTS HOA	269 ALEXANDRA DR	July 2016	2,119,100	77	24	876,500	95
00736302 - 00042026	S C STATE PORTS AUTHORITY	400 LONG POINT RD	July 2016	3,656,100	132	24	1,866,300	203
00362481 - 00042298	CRICKETREE APARTMENTS	1601 N HIGHWAY 17	January 2016	1,308,000	47	24	521,500	57
00220055 - 00018299	RUNAWAY BAY APTS	800 RUNAWAY BAY LN	October 2016	2,034,000	74	24	1,071,800	117
00092485 - 00105323	BAYCLUB HOMES LLC	1481 CENTER STREET EXT	April 2015	1,459,500	53	24	699,100	76
00306253 - 00042015	THICKETT APARTMENTS	1900 N HIGHWAY 17	July 2016	1,245,000	45	24	475,000	52
00362606 - 00101834	SANDPIPER INDEP & ASSIS LIVING LLC	1224 VILLAGE CREEK LN	July 2016	1,525,900	55	24	527,300	57
00306255 - 00040460	MONTCLAIR ASSOC LIMITED	1861 MONTCLAIR DR	July 2016	2,817,500	102	24	1,240,700	135
00321470 - 00041114	ANCHORAGE APARTMENTS	1700 WHIPPLE RD	July 2016	1,415,200	51	24	520,000	57
00779305 - 00152850	THE BOULEVARD APARTMENTS	735 COLEMAN BLVD	July 2016	772,700	28	24	273,900	30
00734820 - 00059267	DARBY DEVELOPMENT	1175 MATHIS FERRY RD	October 2015	1,180,400	43	24	505,800	55
00083355 - 00042152	SIMMONS POINT HOA	1551 BEN SAWYER BLVD	April 2016	982,800	36	24	396,300	43
00350022 - 00029725	BEAUMONT TOWNHOMES LTD P	2100 N HIGHWAY 17	July 2015	1,722,500	62	24	664,500	72
00735460 - 00039574	OAKLEAF TOWNHOUSES	1137 OAKLEAF DR	July 2015	536,000	19	24	184,100	20
00779580 - 00152850	THE BOULEVARD APARTMENTS	725 COLEMAN BLVD	July 2015	802,700	29	24	313,200	34
00225322 - 00082857	ESTATES MANAGEMENT CO	100 N PLAZA CT	January 2016	1,274,000	46	24	664,400	72
00223440 - 00156132	EMPIRE RESTAURANTS LLC	960 HOUSTON NORTHCUTT E	October 2015	139,800	5	24	58,800	6
00225302 - 00062902	NEMLORP LLC	28 BRIDGESIDE BLVD	July 2015	292,700	11	24	131,900	14
00764590 - 00125751	TIDES HORIZONTAL PROPERTY REGIME INC	145 WINGO WAY	April 2015	309,400	11	24	134,100	15
00764580 - 00125751	TIDES HORIZONTAL PROPERTY REGIME INC	135 WINGO WAY	July 2015	329,800	12	24	136,800	15
00764495 - 00123029	SUNTRUST BANK	404 JOHNNIE DODDS BLVD	July 2016	3,100	0	24	1,500	0
00772890 - 00056605	EAST COOPER REGIONAL MEDICAL CENTER	2000 HOSPITAL DR	October 2016	1,961,500	71	24	702,100	76
00220170 - 00054626	BRIDGEVIEW SUITES	400 MAGRATH DARBY BLVD	April 2015	1,143,600	41	24	452,300	49
00734500 - 00152343	VIBRA HOSPITAL OF CHARLESTON LLC	1200 JOHNNIE DODDS BLVD	July 2016	2,029,700	74	24	694,200	75
00764585 - 00125751	TIDES HORIZONTAL PROPERTY REGIME INC	125 WINGO WAY	April 2016	410,600	15	24	186,400	20
00083370 - 00042301	T COVE HORIZONTAL PROP	1559 BEN SAWYER BLVD	July 2015	1,499,000	54	24	840,200	91
00778590 - 00149329	RIVERS WALK	300 SEAPORT LN	July 2016	784,700	28	24	270,300	29
00357003 - 00034244	BI-LO INC #286	1909 N HIGHWAY 17	April 2015	133,900	5	24	47,600	5
00734560 - 00055232	EAST COOPER MED COMPLEX	900 BOWMAN RD	October 2016	68,200	2	24	41,300	4
00455112 - 00037246	WAL-MART STORES #1-632	1481 N HIGHWAY 17	April 2015	276,000	10	24	95,500	10
00778980 - 00149329	RIVERS WALK	310 SEAPORT LN	October 2016	591,200	21	24	218,800	24
00779000 - 00149329	RIVERS WALK	320 SEAPORT LN	October 2016	891,800	32	24	315,500	34
00362604 - 00041116	PLANTERS PLACE REGIME	1050 ANNA KNAPP BLVD	July 2015	499,500	18	24	178,100	19
00776240 - 00146349	UNIVERSITY MEDICAL ASSOCIATES OF MEDICAL	1600 MIDTOWN AVE	April 2016	131,000	5	24	47,000	5
00739501 - 00151994	HARRIS TEETER #457	1981 RIVIERA DR	July 2016	129,700	5	24	48,000	5
00223402 - 00157502	The Beach Co Village Point Shopping Center	920 HOUSTON NORTHCUTT E	July 2016	316,300	11	24	131,300	14
00734862 - 00146535	FIVE STAR QUALITY CARE DBA PALMS AT MT PLEASANT	998 LAKE HUNTER CIR	April 2016	243,500	9	24	104,700	11
00779690 - 00152850	THE BOULEVARD APARTMENTS	1230 JABBERS DR	April 2015	431,200	16	24	150,800	16
00485538 - 00154713	PALMETTO STATE ARMORY	3365 S MORGANS POINT RD S	January 2016	15,800	1	24	8,100	1
00776400 - 00145504	GREGORIE FERRY APARTMENT HOLDINGS LLC	1252 BERRY CREEK DR	April 2015	474,900	17	24	173,900	19
00734580 - 00003429	CHARLESTON NURSING CENTER	921 BOWMAN RD	October 2016	1,039,300	38	24	434,100	47
00736305 - 00075842	ROPER MT PLEASANT MED CTR	570 LONG POINT RD	January 2016	112,600	4	24	40,400	4
00776410 - 00145504	GREGORIE FERRY APARTMENT HOLDINGS LLC	1240 WINNOWER WAY	July 2016	473,000	17	24	184,200	20
00776395 - 00145504	GREGORIE FERRY APARTMENT HOLDINGS LLC	1242 BERRY CREEK DR	July 2016	553,000	20	24	189,500	21
00761965 - 00103854	THE FRANKE HOME	1700 FRANKE DR APT NO	July 2016	190,200	7	24	70,200	8
00064350 - 00116641	VILLAGE OAKS OF MOUNT PLEASANT LLC	1240 FAIRMONT AVE	July 2016	278,300	10	24	118,400	13
00443483 - 00156430	BREAKWATER FITNESS LLC	601 BELLE STATION BLVD	October 2015	68,300	2	24	26,900	3
00622400 - 00101024	PUBLIX SUPER MARKETS INC	1125 PARK WEST BLVD	October 2016	276,400	10	24	101,000	11
00020081 - 00010324	ANGELYN AVINGER	508 MILL ST	July 2015	298,600	11	24	112,700	12
00300498 - 00008555	GREYSTONE HOA	1718 GREYSTONE BLVD	January 2016	666,500	24	24	361,600	39
00776405 - 00145504	GREGORIE FERRY APARTMENT HOLDINGS LLC	1250 WINNOWER WAY	April 2015	487,500	18	24	196,500	21
00359702 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 21C	October 2016	254,600	9	24	86,700	9
00776545 - 00156918	WINDWARD LONG POINT LLC	315 SLATE LN	July 2016	297,500	11	24	105,300	11
00740440 - 00103854	THE FRANKE HOME	1600 FRANKE DR	July 2016	225,200	8	24	77,700	8
00062870 - 00002433	JUDY J WHITFIELD	1301 ERCKMANN DR	October 2015	174,000	6	24	59,500	6
00359711 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 12C	January 2016	109,500	4	24	51,500	6
00201034 - 00089445	BI-LO LLC #410	774 S SHELMORE BLVD	October 2015	110,300	4	24	42,900	5
00390038 - 00125074	ZIFF PROPERTIES	210 WINGO WAY	October 2016	62,600	2	24	25,700	3

00762905 - 00155637	HTA TIDES MEDICAL ARTS CENTER LLC	180 WINGO WAY	October 2015	218,500	8	24	83,800	9
00070680 - 00033722	OSCEOLA APARTMENTS	1340 BEN SAWYER BLVD	October 2016	26,700	1	24	10,500	1
00359700 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 230	October 2016	157,000	6	24	57,500	6
00359703 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 200	January 2016	210,000	8	24	95,800	10
00632446 - 00081823	GINN-LA PARKERS ISLAND	1700 RIVERTOWNE COUNTRY	April 2015	91,600	3	24	34,500	4
00359706 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17	April 2016	239,500	9	24	100,000	11
00359710 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 110	April 2016	169,500	6	24	65,000	7
00455174 - 00146704	CRESMOR BANK	1492 STUART ENGALS BLVD	April 2015	7,600	0	24	2,800	0
00747970 - 00150386	SPPOTT INVESTMENTS LLC	1671 BELLE ISLE AVE	October 2015	33,000	1	24	12,500	1
00074948 - 00094862	RPWB LLC	1037 CHUCK DAWLEY BLVD B	January 2016	36,500	1	24	16,800	2
00361453 - 00101024	PUBLIX SUPER MARKETS INC	1000 JOHNNIE DODDS BLVD E	July 2016	373,000	14	24	127,500	14
00746305 - 00119134	HOSPICE OF CHARLESTON INC	676 WANDO PARK BLVD	April 2015	72,100	3	24	27,500	3
00735930 - 00149933	1156 BOWMAN LLC	1156 BOWMAN RD UNIT 200	April 2015	63,400	2	24	27,800	3
00773860 - 00103854	THE FRANKE HOME	1800 FRANKE DR	April 2015	204,500	7	24	74,100	8
00376982 - 00150556	SOL SOUTHWEST KITCHEN	1101 STOCKADE LN	July 2015	319,400	12	24	111,700	12
00763045 - 00124002	PORTSIDE CENTER HPR	421 WANDO PARK BLVD	July 2015	33,000	1	24	12,700	1
00063040 - 00013499	TACO BELL #2838	821 COLEMAN BLVD	April 2016	90,000	3	24	34,600	4
00082440 - 00110317	BI-LO # 101	1440 BEN SAWYER BLVD	July 2015	151,700	5	24	74,600	8
00359707 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 160	January 2016	184,400	7	24	65,400	7
00776525 - 00156918	WINDWARD LONG POINT LLC	370 STONEWALL CT	October 2016	231,400	8	24	112,300	12
00443470 - 00131242	WENDCHARLES I LLC	596 LONG POINT RD	July 2016	130,000	5	24	48,300	5
00480010 - 00046281	CHARLESTON NATIONAL COUNTRY CLUB	1360 NATIONAL DR	July 2016	69,200	3	24	31,500	3
00767445 - 00125074	ZIFF PROPERTIES	200 WINGO WAY	July 2016	135,400	5	24	59,800	7
00406030 - 00074697	YAMATO JAPANESE STEAK	1993 RIVIERA DR	April 2015	295,400	11	24	105,800	12
00734520 - 00156609	HTA EAST COOPER MEDICAL ARTS CENTER LLC	1280 HOSPITAL DR	October 2016	74,500	3	24	32,400	4
00764985 - 00126723	MEDITERRANEAN SHIPPING CO INC	700 WATERMARK BLVD	July 2015	144,300	5	24	51,100	6
00072615 - 00015684	HARBORTOWNE PLACE	1031 CHUCK DAWLEY BLVD	January 2015	29,300	1	24	15,900	2
00551721 - 00092729	BULLS BAY GOLF CLUB	995 BULLS BAY BLVD	October 2016	78,400	3	24	43,700	5
00767910 - 00127853	OAKLAND PROPERTIES LLC	1121 OAKLAND MARKET RD #	April 2015	359,000	13	24	155,200	17
00457580 - 00145391	BURTON'S GRILL	1875 N HIGHWAY 17	October 2016	293,600	11	24	127,900	14
00776515 - 00156918	WINDWARD LONG POINT LLC	360 STONEWALL CT	July 2016	308,000	11	24	118,800	13
00020460 - 00148610	BAMBOO ASIAN & SUSHI BAR LLC	604 COLEMAN BLVD	July 2016	71,600	3	24	26,800	3
00776550 - 00156918	WINDWARD LONG POINT LLC	301 SLATE LN	October 2016	139,900	5	24	54,500	6
00776510 - 00156918	WINDWARD LONG POINT LLC	350 STONEWALL CT	July 2015	138,100	5	24	54,800	6
00776540 - 00156918	WINDWARD LONG POINT LLC	325 SLATE LN	April 2015	137,800	5	24	56,200	6
00222950 - 00005716	LANSING EAST HPR	940 LANSING DR	October 2015	55,700	2	24	20,200	2
00359708 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 150	October 2016	143,500	5	24	94,000	10
00020091 - 00130172	ANGELYN AVINGER	508 MILL ST APT B	January 2015	17,100	1	24	11,500	1
00074252 - 00092822	CHRIS' DRY CLEANERS	808 COLEMAN BLVD	July 2016	155,500	6	24	60,500	7
00223977 - 00103000	TOWN OF MOUNT PLEASANT	935 HOUSTON NORTHCUTT E	July 2015	51,700	2	24	26,100	3
00776535 - 00156918	WINDWARD LONG POINT LLC	380 STONEWALL CT	October 2015	134,500	5	24	63,500	7
00020070 - 00063503	JUSTIN O'TOOLE LUCEY PA	415 MILL ST	April 2015	21,300	1	24	9,500	1
00756745 - 00104534	SEACOAST CHRISTIAN COMMUNITY CHURCH	750 LONG POINT RD	January 2016	118,300	4	24	46,900	5
00222952 - 00005715	LANSING EAST HPR	926 LANSING DR	April 2015	148,700	5	24	56,800	6
00362726 - 00151895	INNOLABS	1007 JOHNNIE DODDS BLVD	October 2016	29,300	1	24	11,600	1
00744695 - 00155822	BRAVO & DELTA PIZZA INC	1795 N HIGHWAY 17 UNIT 1	April 2015	56,100	2	24	22,100	2
00735820 - 00022097	VILLAGE TOWNHOUSES(1055)	1059 EASTOVER DR	July 2015	131,000	5	24	50,000	5
00776500 - 00156918	WINDWARD LONG POINT LLC	351 STONEWALL CT	April 2015	147,800	5	24	50,000	5
00225130 - 00099453	COLLEGE OF CHARLESTON TENNIS COMPLEX	75 PATRIOTS POINT RD	April 2015	9,000	0	24	5,200	1
00457684 - 00145496	MP PIZZERIA INC DBA GRIMALDI'S PIZZA	1244 BELK DR	July 2015	265,400	10	24	97,400	11
00362500 - 00155112	735 JDB LLC IN C/O LEE AND ASSOCIATES	735 JOHNNIE DODDS BLVD	April 2016	104,500	4	24	51,500	6
00776530 - 00156918	WINDWARD LONG POINT LLC	381 STONEWALL CT	July 2015	109,500	4	24	42,500	5
00456190 - 00032959	T J MAXX	1487 N HIGHWAY 17	July 2016	72,700	3	24	25,700	3
00222240 - 00131796	TITLEMAX OF SOUTH CAROLIA INC	425 JOHNNIE DODDS BLVD	January 2016	22,500	1	24	17,100	2
00769175 - 00130817	CHICK FILET	3102 IRONCLAD ALY	October 2016	168,500	6	24	63,100	7
00773815 - 00017427	FIRST BAPTIST CHURCH	1151 GEORGE BROWDER BLV	April 2015	89,400	3	24	35,500	4
00232480 - 00137130	CELLULAR SALES	905 JOHNNIE DODDS BLVD	October 2016	34,600	1	24	18,300	2
00440171 - 00104534	SEACOAST CHRISTIAN COMMUNITY CHURCH	750 LONG POINT RD	April 2016	31,800	1	24	18,400	2
00064080 - 00125298	418 MEETING STREET LLC	767 COLEMAN BLVD	July 2015	49,100	2	24	18,400	2
00655805 - 00113568	BLUES HOUSE OF WINGS @ WYMBERLY CROSSI	1905 HIGHWAY 41 STE 305	October 2016	70,300	3	24	36,900	4
00462980 - 00024998	HOBCAW VIEW CONDO ASSN	569 E HOBCAW DR	October 2015	46,000	2	24	18,700	2

00764755 - 00103000	TOWN OF MOUNT PLEASANT	1251 PARK WEST BLVD	April 2016	18,400	1	24	9,900	1
00361468 - 00151999	RAFFIA/ ANDREA DALTON	1000 JOHNNIE DODDS BLVD E	July 2016	1,500	0	24	900	0
00241610 - 00090661	MT PLEASANT FAMILY PRACTICE	1400 HOSPITAL DR	January 2016	32,900	1	24	20,500	2
00151960 - 00095977	GDC	679 COLEMAN BLVD	October 2016	4,600	0	24	2,100	0
00360104 - 00081934	BEHIND THE SOFA LLC	712 JOHNNIE DODDS BLVD	April 2015	85,200	3	24	38,900	4
00020490 - 00143543	BOTTLES LLC	610 COLEMAN BLVD	July 2016	19,600	1	24	11,500	1
00377150 - 00139492	BRICCO BRACCO	1161 BASKETWEAVE DR	July 2016	98,700	4	24	39,500	4
00454909 - 00069747	OFFICE DEPOT #2002	1491 N HIGHWAY 17	July 2016	7,200	0	24	2,700	0
00385560 - 00048531	OMAR SHRINERS	176 PATRIOTS POINT RD	January 2017	40,000	1	24	40,000	4
00359704 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 19C	January 2016	321,500	12	24	150,800	16
00776555 - 00156918	WINDWARD LONG POINT LLC	310 SLATE LN	October 2015	118,800	4	24	40,900	4
00735902 - 00150878	LANE COMMERCIAL LLC	1125 BOWMAN RD	July 2016	7,600	0	24	4,800	1
00741155 - 00000268	MT PLEASANT PRESBYTERIAN CHURCH	305 CHURCH ST	October 2016	13,800	1	24	5,200	1
00231700 - 00117932	MINI-SKOOL EARLY LEARNING CENTER	891 JOHNNIE DODDS BLVD	April 2016	82,400	3	24	42,200	5
00783390 - 00155531	RIVERSIDE SPORTS LLC	547 LONG POINT RD STE 111	January 2016	14,500	1	24	5,700	1
00454520 - 00069648	CLASS TWO MANAGEMENT LLC	1787 N HIGHWAY 17	July 2016	272,000	10	24	107,000	12
00764520 - 00125517	GERMAIN DERMATOLOGY	612 SEACOAST PKWY STE 10	October 2016	39,500	1	24	15,400	2
00013040 - 00104189	THE COTTAGE	130 MILL ST	April 2015	65,300	2	24	25,000	3
00740390 - 00131756	MCALISTERS DELI	644 LONG POINT RD UNIT A	April 2015	44,100	2	24	16,200	2
00456120 - 00140977	MICHAELS STORES INC STORE#1060	1501 N HIGHWAY 17	April 2016	19,000	1	24	7,300	1
00425000 - 00074821	HARRIS TEETER #87	620 LONG POINT RD UNIT H	January 2016	169,100	6	24	81,800	9
00220144 - 00014348	COLEMAN BLVD ASSOC	280 W COLEMAN BLVD	April 2016	277,400	10	24	165,000	18
00743745 - 00135918	GREAT HARVEST BREAD CO	644 LONG POINT RD UNIT H	July 2016	24,300	1	24	8,600	1
00430003 - 00119495	LONG POINT GRILL	479 LONG POINT RD	October 2015	110,700	4	24	45,900	5
00051340 - 00000848	THE HOUSING AUTHORITY	1 BANK ST	October 2015	583,300	21	24	221,100	24
00190067 - 00053517	VICKERY'S BAR AND GRILL	1313 SHRIMP BOAT LN	April 2015	409,800	15	24	147,500	16
00359712 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 13C	July 2016	334,000	12	24	120,000	13
00223470 - 00052955	STAPLES INC #826	845 HOUSTON NORTHCUTT E	July 2016	20,600	1	24	9,900	1
00735700 - 00022097	VILLAGE TOWNHOUSES(1055)	1063 EASTOVER DR	April 2015	25,700	1	24	10,200	1
00779695 - 00152850	THE BOULEVARD APARTMENTS	1244 JABBERS DR	April 2015	83,500	3	24	28,700	3
00652985 - 00113143	STARBUCKS CORP STORE # 8995	1824 N HIGHWAY 17	January 2016	42,100	2	24	19,600	2
00767915 - 00127853	OAKLAND PROPERTIES LLC	3050 MORGANS POINT RD	July 2016	139,700	5	24	47,300	5
00362515 - 00155256	SOUTHERN FIRST BANK	691 JOHNNIE DODDS BLVD	April 2015	3,000	0	24	1,400	0
00240020 - 00041403	EAST COOPER PHYSICIANS LTD	1300 HOSPITAL DR	April 2016	171,200	6	24	93,500	10
00735500 - 00025335	ROSEMEAD TOWNHOUSES	1104 OLD GEORGETOWN RD	July 2016	84,800	3	24	29,300	3
00642999 - 00046122	PLANTERS POINTE HOA	2801 PLANTERS POINTE BLVD	July 2015	68,200	2	24	39,100	4
00220180 - 00145475	BENCHMARK REAL ESTATE LLC	401 W COLEMAN BLVD	January 2015	56,900	2	24	29,900	3
00083300 - 00088588	LIGHTHOUSE FINANCIAL	1275 BEN SAWYER BLVD	January 2016	6,400	0	24	2,400	0
00752060 - 00123902	SOUTHEASTERN SPINE INSTITUTE REAL ESTATE	1122 CHUCK DAWLEY BLVD	April 2016	54,900	2	24	20,900	2
00151090 - 00074301	STARBUCKS COFFEE CO #8405	730 COLEMAN BLVD STE R	October 2015	23,200	1	24	11,900	1
00779150 - 00084643	BROTHERS PROPERTY MANAGMENT	34 PATRIOTS POINT RD	April 2016	372,300	13	24	168,500	18
00757450 - 00124695	POINT HOPE UNITED METHODIST CHURCH	3404 TURGOT LN APT	October 2016	7,100	0	24	3,200	0
00180130 - 00054774	CHARLOTTE MEARES	926 BLACKRAIL CT	April 2016	34,700	1	24	12,700	1
00425037 - 00082116	STEIN MART INC # 266	620 LONG POINT RD	January 2015	36,900	1	24	21,900	2
00767190 - 00127853	OAKLAND PROPERTIES LLC	1120 OAKLAND MARKET RD #	October 2016	193,500	7	24	68,200	7
00769680 - 00130297	ST BENEDICT CATHOLIC CHURCH	950 DARRELL CREEK TRL	October 2015	40,400	1	24	22,500	2
00779575 - 00152850	THE BOULEVARD APARTMENTS	1229 JABBERS DR	April 2015	106,700	4	24	40,900	4
00779650 - 00150634	CAROLINA ONE OFFICE	2713 N HIGHWAY 17	April 2015	12,400	0	24	4,300	0
00151077 - 00147294	DARBY CAGLE LLC	730 COLEMAN BLVD UNIT G	April 2016	20,800	1	24	13,600	1
00190071 - 00132638	FINZ LLC	440 COLEMAN BLVD	October 2015	74,500	3	24	32,200	4
00275502 - 00024836	SC ELECTRIC & GAS	1277 CHUCK DAWLEY BLVD	July 2016	32,700	1	24	13,800	2
00735780 - 00022097	VILLAGE TOWNHOUSES(1055)	1054 EASTOVER DR	July 2015	33,600	1	24	13,800	2
00063017 - 00137994	HERITAGE TRUST FEDERAL CREDIT UNION	847 COLEMAN BLVD	July 2015	47,300	2	24	23,300	3
00362492 - 00052271	ANDREWS AND SHULL LLC	755 JOHNNIE DODDS BLVD	July 2015	10,100	0	24	4,900	1
00756065 - 00129266	STUART ENGALS II CONDO ASSOCIATION INC	1439 STUART ENGALS BLVD E	January 2016	42,300	2	24	23,400	3
00443230 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	385 EGYPT RD	October 2015	232,000	8	24	106,500	12
00739497 - 00103854	THE FRANKE HOME	1885 RIFLE RANGE RD	July 2016	299,400	11	24	115,700	13
00223320 - 00133200	LOUIS SHAW	350 W COLEMAN BLVD	April 2015	66,500	2	24	24,000	3
00223840 - 00047128	ICHIBAN RESTRAUANT INC	909 HOUSTON NORTHCUTT E	January 2016	16,300	1	24	5,900	1
00735620 - 00021961	VILLAGE TOWNHOUSES (1051)	1051 EASTOVER DR	July 2016	41,600	2	24	15,200	2
00734740 - 00124495	929 BOWMAN ROAD LLC	929 BOWMAN RD	January 2016	31,500	1	24	15,400	2

00359701 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 22I	April 2015	323,400	12	24	162,800	18
00491838 - 00078767	O'BRION'S PUB AND GRILLE	361 N SHELMOORE BLVD UNIT	October 2015	64,400	2	24	24,800	3
00180140 - 00096298	THE LETO AGENCY LLC	918 BLACKRAIL CT	July 2015	39,900	1	24	15,600	2
00740400 - 00131756	MCALISTERS DELI	644 LONG POINT RD UNIT B	July 2015	16,100	1	24	6,400	1
00180090 - 00092242	1218 PRINCE ST ASSOCIATES	907 ROYAL TERN LN	July 2016	38,700	1	24	15,800	2
00073481 - 00085857	CHRIST OUR KING CHURCH- FAMILY CENTER	1122 RUSSELL DR	October 2016	49,400	2	24	25,600	3
00433610 - 00129301	WRS INC	550 LONG POINT RD	July 2015	18,300	1	24	7,300	1
00223980 - 00028218	TOWNHALL ASSOCIATES	941 HOUSTON NORTHCUTT E	July 2016	44,100	2	24	16,900	2
00220190 - 00099090	B & C ENTERPRISES	405 COLEMAN BLVD	January 2016	20,400	1	24	7,800	1
00350024 - 00089063	JKM HOLDINGS LLC	1200 CLUB DR	April 2015	112,300	4	24	44,700	5
00406013 - 00078632	MIKE CALDER'S PUB	1971 RIVIERA DR UNIT 4	October 2015	46,100	2	24	17,100	2
00406011 - 00078632	MIKE CALDER'S PUB	1971 RIVIERA DR	October 2016	21,400	1	24	8,100	1
00454620 - 00072248	WHIT-FAM INC	1825 N HIGHWAY 17	July 2016	114,900	4	24	45,000	5
00220042 - 00152149	GPM SOUTHEAST LLC	508 JOHNNIE DODDS BLVD	January 2016	41,200	1	24	17,700	2
00509490 - 00120013	LONG GROVE POA	1600 LONG GROVE DR	April 2015	18,900	1	24	8,500	1
00734490 - 00104723	HOLLINGS CANCER CTR @ EAST COOPER	1180 HOSPITAL DR	April 2015	34,800	1	24	18,000	2
00779630 - 00150619	CAROLINA PARK COMMUNITY ASSOCIATION INC	1541 BANNING ST	July 2016	21,200	1	24	8,800	1
00406052 - 00140646	OPAL RESTAURANT	1960 RIVIERA DR STE C	April 2016	130,200	5	24	45,800	5
00762010 - 00128034	IMAGING SPECIALISTS OF CHARLESTON	1241 WOODLAND AVE	October 2015	33,700	1	24	18,300	2
00443482 - 00034025	WAFFLE HOUSE INC #951	609 LONG POINT RD	October 2016	99,300	4	24	37,000	4
00220152 - 00084643	BROTHERS PROPERTY MANAGMENT	24 PATRIOTS POINT RD	April 2015	81,700	3	24	27,900	3
00360107 - 00123368	14 CHAPEL LLC	786 JOHNNIE DODDS BLVD	April 2015	20,800	1	24	9,600	1
00756980 - 00121560	4 LARCH LN LLC	4 LARCH LN	October 2016	64,300	2	24	28,000	3
00151060 - 00128656	802 COLEMAN ASSOCIATES LLC	802 COLEMAN BLVD	April 2015	69,900	3	24	28,000	3
00180135 - 00096298	THE LETO AGENCY LLC	922 BLACKRAIL CT	January 2016	47,500	2	24	18,900	2
00443506 - 00045395	EXXON FOOD MART #4	701 LONG POINT RD	April 2015	243,600	9	24	101,800	11
00746565 - 00134880	RIO GRANDE 2	660 LONG POINT RD UNIT C	July 2015	106,100	4	24	37,400	4
00360300 - 00128148	SEGUI LAW FIRM LLC	864 LOWCOUNTRY BLVD STE	April 2015	1,700	0	24	600	0
00770995 - 00132109	MELLOW MUSHROOM	3110 N HIGHWAY 17	July 2016	238,500	9	24	120,600	13
00776560 - 00145625	SAVVY YOHN	1162 BASKETWEAVE DR	July 2016	26,100	1	24	10,200	1
00763120 - 00122916	PUBLIX @ BEN SAWYER BLVD # 1055	1435 BEN SAWYER BLVD	April 2016	212,400	8	24	74,800	8
00775630 - 00143397	HAMLIN MEDICAL OFFICES LLC	2705 N HIGHWAY 17	January 2016	28,400	1	24	10,400	1
00452030 - 00048555	NATIONAL BANK OF SC	1470 N HIGHWAY 17	April 2015	3,100	0	24	1,300	0
00180160 - 00092240	1218 PRINCE ST ASSOC	912 SEA GULL DR	October 2015	57,400	2	24	19,800	2
00224780 - 00030699	STICKY FINGERS	341 JOHNNIE DODDS BLVD	July 2016	184,600	7	24	66,000	7
00180110 - 00002489	TRULUCK PROPERTIES OF CHARLESTON	923 BLACKRAIL CT	January 2016	58,700	2	24	20,200	2
00232744 - 00151439	CHARLESTON AUTISM ACADEMY	930 PINE HOLLOW RD	October 2016	4,500	0	24	1,800	0
00470012 - 00146252	MAMMA BROWN'S BBQ	2390 HIGHWAY 41	January 2016	101,900	4	24	38,700	4
00754660 - 00123249	EAST COOPER REGIONAL MEDICAL SLEEP CENT	897 VON KOLNITZ RD STE 102	January 2016	4,400	0	24	1,900	0
00430001 - 00078328	CURD ENTERPRISE	476 LONG POINT RD	July 2016	4,800	0	24	1,900	0
00220110 - 00139863	MT PLEASANT MUSIC	918 LANSING DR STE F	October 2016	5,200	0	24	2,000	0
00770925 - 00124858	PALMETTO PRESBYTERIAN CHURCH	1720 CAROLINA PARK BLVD	October 2016	24,100	1	24	11,300	1
00737874 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	3500 THOMAS CAIRO BLVD	October 2015	139,100	5	24	66,600	7
00021400 - 00143402	I'ON GROUP LLC	414 WHILDEN ST	July 2015	4,100	0	24	2,200	0
00021883 - 00009387	DR JOHN A OUZTS	609 WHILDEN ST	July 2016	4,200	0	24	2,200	0
00783460 - 00155695	SMILING OAK DENTISTRY	1077 JOHNNIE DODDS BLVD	July 2015	5,200	0	24	2,200	0
00451305 - 00118056	UNITED RESTAURANT GROUP DBA TGI FRIDAYS	1835 N HIGHWAY 17	July 2016	458,500	17	24	158,700	17
00054375 - 00017427	FIRST BAPTIST CHURCH	681 MCCANTS DR	October 2015	25,000	1	24	11,500	1
00064100 - 00146427	SIX MILE ANTIQUE MALL	761 COLEMAN BLVD STE A	July 2016	5,600	0	24	2,300	0
00655670 - 00155345	CHARLESTON BAGEL CO	656 LONG POINT RD UNIT A	July 2015	30,000	1	24	11,600	1
00782715 - 00153730	T & S FAMILY LIMITED PARTNERSHIP	3850 BESSEMER RD STE 201	July 2016	6,200	0	24	2,400	0
00651385 - 00140705	TRIDENT TECHNICAL COLLEGE	1125 JOHN DILLIGARD LN	October 2016	18,200	1	24	11,700	1
00740405 - 00131756	MCALISTERS DELI	644 LONG POINT RD UNIT C	January 2016	31,300	1	24	11,700	1
00362491 - 00086499	PEARLMAN & PEARLMAN P C	751 JOHNNIE DODDS BLVD	January 2016	5,100	0	24	2,500	0
00735740 - 00022097	VILLAGE TOWNHOUSES(1055)	1050 EASTOVER DR	July 2016	60,300	2	24	21,300	2
00180125 - 00148771	W F ASSOCIATES LLC	930 BLACKRAIL CT	April 2015	51,400	2	24	21,400	2
00406057 - 00146016	TIDEWATER VETERINARY LLC	1964 RIVIERA DR STE H	July 2016	8,900	0	24	3,100	0
00010810 - 00155073	SIMMONS MARINE & SEAFOOD LLC	110 HADDRELL ST	January 2016	81,300	3	24	40,000	4
00774150 - 00138644	LADLES SOUPS MOUNT PLEASANT LLC	1164 BASKETWEAVE DR STE	January 2016	31,300	1	24	12,500	1
00749520 - 00138803	MT PLEASANT INTERNAL MEDICINE AND PULMON	897 VON KOLNITZ RD STE 102	January 2016	9,400	0	24	3,500	0
00734940 - 00134437	PARISH PLACE CONDOMINIUM ASSOCIATION INC	1291 MATHIS FERRY RD	July 2016	55,500	2	24	22,000	2

00223247 - 00081212	VIRGINIA GREGORY DMD LLC	434 COLEMAN BLVD	April 2016	7,500	0	24	3,800	0
00072330 - 00120498	EXPECTATIONS STUDIO LLC	1256 BEN SAWYER BLVD STE	July 2015	10,600	0	24	3,800	0
00383582 - 00118120	ORBIS SIBRO INC	270 W COLEMAN BLVD	July 2015	10,300	0	24	4,000	0
00782710 - 00153720	TUESDAY MORNING #1174	680 LONG POINT RD	October 2015	11,300	0	24	4,100	0
00456110 - 00140742	NEW TOKYO SUSHI AND HIBACHI LLC	1501 N HIGHWAY 17 UNIT B	July 2015	75,100	3	24	31,800	3
00651030 - 00150699	222 WEST COLEMAN LLC	222 W COLEMAN BLVD	July 2015	5,900	0	24	4,200	0
00735020 - 00026297	RICHARD RITTER	1307 MATHIS FERRY RD	October 2016	56,000	2	24	23,000	3
00767740 - 00152429	NLP PARK WEST LLC	1124 PARK WEST BLVD	October 2016	10,200	0	24	4,700	1
00433550 - 00050340	LONG POINT CNTR LLC	501 WANDO PARK BLVD	July 2016	38,400	1	24	13,900	2
00224600 - 00145079	BRIDGEWATER CENTER HPR	966 HOUSTON NORTHCUTT E	July 2015	190,900	7	24	69,200	8
00778265 - 00148614	JOURNEY CYCLING AND FITNESS STUDIO	1168 BASKETWEAVE DR	January 2016	13,100	0	24	4,900	1
00767715 - 00128640	WJM ENTERPRISES LLC	1130 PROFESSIONAL LN	October 2016	11,400	0	24	5,000	1
00241602 - 00148778	COASTAL FERTILITY SPECIALISTS	1375 HOSPITAL DR	April 2015	39,800	1	24	14,200	2
00223400 - 00017392	HARRIS TEETER STORE NO 19	920 HOUSTON NORTHCUTT E	April 2015	193,000	7	24	69,800	8
00735540 - 00025335	ROSEMEAD TOWNHOUSES	1180 ROSEMEAD RD	October 2015	76,100	3	24	42,400	5
00020095 - 00033697	BAILEY'S	410 MILL ST	October 2015	26,500	1	24	14,800	2
00430075 - 00097103	BECKI L COLE DBA JAZZERCIZE	493 LA MESA RD UNIT D	October 2015	12,500	0	24	5,600	1
00756400 - 00121417	MATTRESS SOURCE	1751 N HIGHWAY 17 UNIT 1	October 2016	15,800	1	24	5,600	1
00366121 - 00112485	880 JOHNNIE DODDS LLC	880 JOHNNIE DODDS BLVD	July 2015	10,800	0	24	5,700	1
00362518 - 00156396	SOUTHERN SPAS LLC	725 JOHNNIE DODDS BLVD	July 2016	88,700	3	24	33,500	4
00224201 - 00040184	ANIMAL MEDICAL CLINIC/MT PLEASANT	958 HOUSTON NORTHCUTT E	July 2016	65,700	2	24	24,400	3
00223280 - 00057976	PACK RAT MINI STORAGE	616 JOHNNIE DODDS BLVD	October 2016	14,600	1	24	6,000	1
00020280 - 00082485	ART'S BAR AND GRILL	413 COLEMAN BLVD	January 2016	80,300	3	24	33,800	4
00736982 - 00025734	SMJ INC	1036 JOHNNIE DODDS BLVD	July 2016	11,100	0	24	6,200	1
00361462 - 00149472	PALMETTO OUTDOOR KITCHENS LLC	1000 JOHNNIE DODDS BLVD E	January 2017	6,300	0	24	6,300	1
00652105 - 00119037	ETIWAN PT CONDOMINIUM COUNCIL OF OWNER	102 ETIWAN POINTE DR	April 2016	30,500	1	24	25,000	3
00340012 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	1560 MATHIS FERRY RD	July 2016	34,300	1	24	25,000	3
00762025 - 00123312	DEROMA'S PIZZERIA	1948 LONG GROVE DR STE 1	July 2015	15,400	1	24	6,700	1
00444442 - 00110379	PETSMART INC # 1250	676 LONG POINT RD	April 2015	127,600	5	24	43,500	5
00361380 - 00013517	AUTOMOTIVE ASSOCIATES	1072 JOHNNIE DODDS BLVD	April 2016	18,900	1	24	6,800	1
00735380 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	855 VON KOLNITZ RD	April 2015	223,200	8	24	89,800	10
00021330 - 00071679	STUBBS MULDROW HERIN ARCH	400 HIBBEN ST	October 2016	16,200	1	24	7,000	1
00180085 - 00101756	KEVIN ORTEGA	903 ROYAL TERN LN	April 2015	40,300	1	24	25,500	3
00361160 - 00081560	CREEKSIDE CORP CENTRE	887 JOHNNIE DODDS BLVD	October 2015	42,000	2	24	25,800	3
00480022 - 00046281	CHARLESTON NATIONAL COUNTRY CLUB	1360 NATIONAL DR	October 2015	12,800	0	24	7,400	1
00455812 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	1565 RIFLE RANGE RD	January 2016	290,100	11	24	117,800	13
00356353 - 00038149	THE CHURCH OF JC LDS	2115 N HIGHWAY 17	July 2016	10,000	0	24	7,500	1
00757925 - 00121705	DAVID WEEKLEY HOMES	498 WANDO PARK BLVD STE 1	October 2016	12,900	0	24	7,500	1
00520831 - 00086349	HAMLIN PLANTATION LLC	100 AMENITY PARK DR	January 2016	10,900	0	24	7,600	1
00745960 - 00153296	BRYAN COLE THE WINE BAR	664 LONG POINT RD UNIT G	October 2015	18,700	1	24	7,600	1
00457716 - 00060159	BELK INC	1200 BELK DR	April 2016	66,500	2	24	26,300	3
00433556 - 00052720	LONG POINT CENTER LLC	503 WANDO PARK BLVD	October 2015	48,100	2	24	17,100	2
00077381 - 00039942	EBENEZER AME CHURCH	1095 RIFLE RANGE RD	July 2015	16,700	1	24	8,000	1
00744185 - 00145397	BLUESTEIN JOHNSON & BURKE LLC	1024 EWALL ST	October 2015	22,100	1	24	8,200	1
00360000 - 00065439	CIRCLE K STORES #2705122	685 JOHNNIE DODDS BLVD	April 2016	44,600	2	24	17,700	2
00745035 - 00118337	CITADEL INVESTMENTS LLC	497 BRAMSON CT	July 2015	61,500	2	24	27,100	3
00072450 - 00132595	SEA ISLAND SUDS LLC	1220 BEN SAWYER BLVD STE	April 2015	490,200	18	24	174,400	19
00425020 - 00076109	STARBUCKS # 8408	636 LONG POINT RD UNIT A	July 2016	80,200	3	24	36,500	4
00361395 - 00150356	KIDS TEETH LLC	1073A JOHNNIE DODDS BLVD	July 2016	24,300	1	24	8,900	1
00201172 - 00093875	SPORTS CORNER OF MOUNT PLEASANT	675 JOHNNIE DODDS BLVD	October 2015	29,600	1	24	18,200	2
00385550 - 00048531	OMAR SHRINERS	176 PATRIOTS POINT RD	October 2016	16,800	1	24	9,000	1
00180155 - 00096060	KMO INVESTMENTS	914 SEA GULL DR	January 2016	60,200	2	24	27,500	3
00385450 - 00100548	CAROLINA ONE REAL ESTATE 7359	195 W COLEMAN BLVD	April 2015	18,000	1	24	9,500	1
00455120 - 00080143	TJX DBA MARSHALL'S #829	1495 N HIGHWAY 17	January 2016	105,300	4	24	37,100	4
00473867 - 00062789	EASTBRIDGE PRESBYTERIAN	1250 LEXINGTON DR	October 2016	15,800	1	24	9,600	1
00072250 - 00001073	MT PLEASANT ANIMAL HOSP	1213 BEN SAWYER BLVD UNIT	April 2016	26,100	1	24	9,800	1
00073216 - 00085858	STELLA MARIS SCHOOL	1183 RUSSELL DR	October 2015	26,700	1	24	9,900	1
00747900 - 00149787	REFUEL 14	1181 VENNING RD	July 2015	76,500	3	24	28,300	3
00474342 - 00096118	CHRIST EPISCOPAL CHURCH	2304 N HIGHWAY 17 BLDG A	April 2016	28,100	1	24	10,000	1
00357232 - 00035600	COUNTY OF CHARLESTON	1189 SWEETGRASS BASKET I	April 2016	94,500	3	24	37,600	4
00735580 - 00022097	VILLAGE TOWNHOUSES(1055)	1057 EASTOVER DR	July 2015	181,000	7	24	65,400	7

00201037 - 00146460	EVERYTHING BAGEL	766 S SHELMORE BLVD STE 2	October 2016	55,500	2	24	19,500	2
00474341 - 00098269	CHRIST EPISCOPAL CHURCH	2304 N HIGHWAY 17	July 2016	14,500	1	24	10,400	1
00736900 - 00009045	WACHOVIA BANK # 3146	1100 JOHNNIE DODDS BLVD	July 2016	16,200	1	24	10,500	1
00454902 - 00040466	YE OLD FASHION ICE CREAM	1502 N HIGHWAY 17	April 2015	78,600	3	24	28,900	3
00070700 - 00113626	RESORT MAINTENANCE INC	1326 BEN SAWYER BLVD STE	October 2016	25,400	1	24	10,600	1
00022070 - 00009670	RALIEGH JOHNSON	102 ROYALL AVE	October 2016	26,200	1	24	10,600	1
00225326 - 00089477	COLLEGE OF CHARLESTON	85 PATRIOTS POINT RD	April 2016	82,000	3	24	38,200	4
00454799 - 00117169	ABC & J INC	1533 N HIGHWAY 17 STE A	July 2015	28,100	1	24	10,700	1
00438020 - 00146621	EGROUP INC	482 WANDO PARK BLVD	January 2016	17,300	1	24	11,000	1
00190075 - 00118279	433 COLEMAN BLVD LLC	427 COLEMAN BLVD	July 2016	136,500	5	24	47,800	5
00201030 - 00105343	GOLDEN GARDEN	778 S SHELMORE BLVD STE 1	July 2015	31,900	1	24	11,300	1
00470790 - 00045138	THE SAWGRASS COMPANY	2233 N HIGHWAY 17	April 2015	54,600	2	24	20,600	2
00653760 - 00112569	HUNAN CHINESE RESTAURANT	1200 QUEENSBOROUGH BLVD	October 2016	47,000	2	24	20,700	2
00357011 - 00059323	TACO BELL	1096 ISLE OF PALMS CONNEC	April 2016	114,300	4	24	39,200	4
00224662 - 00058480	WATERMARK II ASSOCIATES	952 HOUSTON NORTHCUTT E	October 2015	23,800	1	24	11,700	1
00653075 - 00136933	ANIMAL EYE CARE OF THE LOWCOUNTRY	1131 QUEENSBOROUGH BLVD	April 2016	33,400	1	24	11,700	1
00775520 - 00142189	CIRQUE SALON STUDIOS OF MOUNT PLEASANT	1167 BASKETWEAVE DR	April 2015	57,200	2	24	21,000	2
00180080 - 00039156	THOMAS H HOLLIDAY	905 SEA GULL DR	July 2015	83,400	3	24	30,300	3
00151850 - 00061436	HIBBEN METHODIST CHURCH	690 COLEMAN BLVD	October 2016	46,300	2	24	21,400	2
00385540 - 00048531	OMAR SHRINERS	176 PATRIOTS POINT RD	October 2015	20,800	1	24	12,400	1
00443386 - 00103000	TOWN OF MOUNT PLEASANT	393 EGYPT RD	April 2015	29,000	1	24	12,400	1
00779440 - 00149964	OLD COLONY BAKERY	519 WANDO LN UNIT B	April 2016	31,400	1	24	12,600	1
00072921 - 00085857	CHRIST OUR KING CHURCH- FAMILY CENTER	1144 RUSSELL DR	April 2016	19,700	1	24	12,800	1
00385520 - 00145633	HARBOR BREEZE	176 PATRIOTS POINT RD	April 2016	35,900	1	24	12,800	1
00359709 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17	July 2016	59,500	2	24	40,500	4
00735660 - 00022097	VILLAGE TOWNHOUSES(1055)	1055 EASTOVER DR	April 2015	68,700	2	24	31,600	3
00074910 - 00096247	STEPHEN BARLEY	1032 CHUCK DAWLEY BLVD U	October 2016	32,300	1	24	13,300	1
00769660 - 00103000	TOWN OF MOUNT PLEASANT	840 VON KOLNITZ RD	October 2015	57,700	2	24	22,700	2
00737020 - 00152253	PAWS IN PARADISE	1058 JOHNNIE DODDS BLVD	July 2016	107,100	4	24	41,600	5
00220070 - 00003107	OFFICE OF ADJUTANT GENERAL	245 MATHIS FERRY RD	January 2016	46,400	2	24	23,200	3
00360103 - 00151501	MOUNT PLEASANT MALL LLC	708 JOHNNIE DODDS BLVD	October 2016	37,000	1	24	14,100	2
00358998 - 00070366	PLEASANT FAMILY DENTISTRY	1204 TWO ISLAND CT	October 2015	27,200	1	24	14,400	2
00362300 - 00004905	R MICHAEL WILLIMS DMD PA	1065 JOHNNIE DODDS BLVD S	January 2016	27,900	1	24	14,400	2
00020560 - 00156303	LOWCOUNTRY FLY SHOP	626 COLEMAN BLVD	October 2015	17,000	1	24	14,800	2
00223345 - 00138513	THE KING II LLC DBA JUANITA GREENBERGS	410 W COLEMAN BLVD	July 2016	144,400	5	24	51,800	6
00656435 - 00078560	THOMAS AND HUTTON ENGINEE	682 JOHNNIE DODDS BLVD	October 2015	64,100	2	24	24,300	3
00223242 - 00014519	MARTSCHINK REALTY	426 W COLEMAN BLVD	April 2015	125,500	5	24	42,700	5
00470911 - 00078568	TIBBOEL INSURANCE AGENCY	2191 N HIGHWAY 17	April 2016	25,700	1	24	15,200	2
00361156 - 00151456	MDO2 FITNESS LLC	910 JOHNNIE DODDS BLVD	April 2015	317,700	12	24	144,000	16
00457739 - 00070761	RARE HOSPITALITY INTERNAT	1845 N HIGHWAY 17	July 2015	277,000	10	24	98,100	11
00225318 - 00105311	GINN-LA FUND IV CHAS DBA	1 PATRIOTS POINT RD	October 2016	105,700	4	24	52,200	6
00356969 - 00144818	DMR HOLDINS IV LLC DBA JERSEY MIKES SUBS	1907 N HIGHWAY 17 UNIT 1	April 2015	35,300	1	24	15,500	2
00747910 - 00130510	THE BATTERY AT PARKWEST HOA	1025 BASILDON RD	July 2015	32,800	1	24	15,600	2
00777020 - 00146600	O'QUINN SCHOOL OF PORTER GAUD	761 S SHELMORE BLVD	April 2015	94,100	3	24	43,200	5
00764605 - 00125773	CHILDREN'S CENTER BUILDING @ CAROLINA PARK	1251 CAROLINA PARK BLVD	April 2015	124,800	5	24	43,300	5
00360242 - 00084914	TIDELANDS BANCSHARES INC	830 LOWCOUNTRY BLVD	January 2016	40,700	1	24	25,000	3
00013181 - 00000268	MT PLEASANT PRESBYTERIAN CHURCH	302 HIBBEN ST	October 2015	28,400	1	24	15,800	2
00473782 - 00148707	HEALTH FIRST RAPID CARE INC	2863 N HIGHWAY 17	October 2016	23,600	1	24	15,900	2
00735860 - 00022097	VILLAGE TOWNHOUSES(1055)	1058 EASTOVER DR	July 2015	91,500	3	24	34,300	4
00781245 - 00103000	TOWN OF MOUNT PLEASANT	1251 PARK WEST BLVD	October 2015	48,300	2	24	25,200	3
00223450 - 00012669	MELVIN'S SOUTHERN BBQ	925 HOUSTON NORTHCUTT E	July 2015	143,200	5	24	53,200	6
00457606 - 00061802	COASTAL ONE INC ABC	1712 TOWNE CENTRE WAY	January 2016	132,700	5	24	53,300	6
00610002 - 00036905	BRICKYARD PLANTATION POA	1100 BRICKYARD PKWY	July 2016	184,000	7	24	90,200	10
00224220 - 00091590	WEST COLEMAN LLC	300 W COLEMAN BLVD	October 2016	132,600	5	24	53,500	6
00361154 - 00156950	900 JOHNNIE DODDS POA	900 JOHNNIE DODDS BLVD	January 2016	66,100	2	24	25,900	3
00361400 - 00010351	PARKS AUTO PARTS	1084 JOHNNIE DODDS BLVD	January 2016	26,000	1	24	16,800	2
00742590 - 00156466	KACIE PECORA	1901 HIGHWAY 41 STE 101	October 2016	42,500	2	24	16,800	2
00746255 - 00119094	MOUNT PLEASANT INTERNAL MEDICINE	897 VON KOLNITZ RD STE 101	April 2016	23,100	1	24	16,900	2
00744450 - 00156133	FAMILY VENTURES 1 LLC	1117 PARK WEST BLVD STE E	April 2016	35,700	1	24	16,900	2
00457704 - 00060918	BED BATH BEYOND 00237	1744 TOWNE CENTRE WAY	April 2016	41,000	1	24	16,900	2
00363500 - 00152539	MLS VETERINARY CARE LLC-DBA EAST COOPER	993 JOHNNIE DODDS BLVD	July 2016	45,800	2	24	16,900	2

00072616 - 00129270	RICHARDSON PATRICK WESTBROOK & BRICKMA	1017 CHUCK DAWLEY BLVD	January 2016	32,400	1	24	17,100	2
00082226 - 00113928	RICHARD MCCOLL	1537 BEN SAWYER BLVD	July 2015	41,900	2	24	17,100	2
00443410 - 00098363	CVS INC	640 LONG POINT RD	April 2015	30,700	1	24	17,400	2
00180115 - 00028354	JAMES C GOSS	927 BLACKRAIL CT	October 2015	81,500	3	24	35,900	4
00020240 - 00068293	409 ASSOCIATES LLC	409 COLEMAN BLVD	July 2015	28,300	1	24	17,500	2
00070051 - 00091497	CVS PHARMACY @ GATEWAY TO THE BEACH	1401 BEN SAWYER BLVD	July 2016	50,000	2	24	17,500	2
00120902 - 00017427	FIRST BAPTIST CHURCH	681 MCCANTS DR	October 2016	43,200	2	24	17,600	2
00457364 - 00065249	STELLA NOVA SPA & SALON	1320 THEATER DR	April 2016	49,400	2	24	17,800	2
00762965 - 00123902	SOUTHEASTERN SPINE INSTITUTE REAL ESTATE	1106 CHUCK DAWLEY BLVD	January 2016	122,100	4	24	54,800	6
00377800 - 00103000	TOWN OF MOUNT PLEASANT	1155 SIX MILE RD	April 2015	105,200	4	24	36,400	4
00742605 - 00090804	DRIVE-IN USA (SONIC)	2880 N HIGHWAY 17	July 2016	72,000	3	24	36,600	4
00072430 - 00145024	MOMMA ROSA LLC	1220 BEN SAWYER BLVD STE	October 2016	63,200	2	24	27,600	3
00774520 - 00145636	SUSHI TARO	1171 BASKETWEAVE DR	October 2016	56,300	2	24	27,800	3
00276002 - 00104974	CAMBRIDGE LAKES	1401 CAMBRIDGE LAKES DR	January 2017	19,100	1	24	19,100	2
00734660 - 00153334	913 BOWMAN LLC	913 BOWMAN RD	October 2015	71,300	3	24	28,500	3
00779595 - 00150323	ZOES KITCHEN	1242 BELK DR STE 101	July 2015	85,000	3	24	28,600	3
00751795 - 00103000	TOWN OF MOUNT PLEASANT	469 W COLEMAN BLVD	July 2016	56,400	2	24	19,500	2
00224660 - 00026633	WATERMARK ASSOCIATION	950 HOUSTON NORTHCUTT E	October 2015	71,700	3	24	37,900	4
00180165 - 00092240	1218 PRINCE ST ASSOC	910 SEA GULL DR	January 2015	57,700	2	24	38,000	4
00020650 - 00153264	MA & SA MARKET	650 COLEMAN BLVD	April 2016	56,300	2	24	19,800	2
00224452 - 00017155	NORTHCUTT PLAZA	976 HOUSTON NORTHCUTT E	July 2015	361,100	13	24	139,500	15
00473865 - 00154882	CAROLINA PHYSICAL THERAPY & SPORTS MEDIC	3040 N HIGHWAY 17 UNIT A	April 2016	26,700	1	24	20,100	2
00120900 - 00017427	FIRST BAPTIST CHURCH	681 MCCANTS DR	July 2016	52,000	2	24	20,200	2
00190062 - 00080261	WHITMAN PROPERTIES LLC	1407 SHRIMP BOAT LN	April 2015	433,700	16	24	176,700	19
00736940 - 00033652	DCI EAST OF THE COOPER	1088 JOHNNIE DODDS BLVD	July 2016	393,600	14	24	140,200	15
00380500 - 00058990	266 W COLEMAN BLVD POA	266 W COLEMAN BLVD	October 2015	46,900	2	24	20,800	2
00457701 - 00116200	ULTA	1740 TOWNE CENTRE WAY	January 2016	54,600	2	24	21,200	2
00356337 - 00152568	TOWN CENTER MARKET LLC	1865 N HIGHWAY 17	July 2016	77,700	3	24	30,500	3
00652085 - 00143741	TW PIZZA LLC	1110 PARK WEST BLVD STE 3	April 2015	61,000	2	24	30,900	3
00180095 - 00092240	1218 PRINCE ST ASSOC	906 ROYAL TERN LN	October 2016	79,100	3	24	40,200	4
00442750 - 00113460	CHRIST KIDS	341 EGYPT RD	July 2016	117,000	4	24	49,500	5
00734890 - 00131883	FIVE STAR QUALITY CARE DBA SWEETGRASS VII	601 MATHIS FERRY RD	April 2016	838,000	30	24	316,500	34
00776495 - 00156918	WINDWARD LONG POINT LLC	331 STONEWALL CT	July 2016	169,800	6	24	86,600	9
00425002 - 00076110	DOG & DUCK RESTAURANT	624 LONG POINT RD UNIT A	April 2015	135,500	5	24	59,100	6
00020710 - 00077824	SHEM CREEK MARINA INC	526 MILL ST	April 2016	39,100	1	24	22,300	2
00759985 - 00042927	DOCTORS CARE CENTRAL	3074 N HIGHWAY 17	October 2016	50,600	2	24	22,700	2
00452220 - 00070503	MCALISTER-SMITH FUNERAL	1520 RIFLE RANGE RD	April 2015	40,200	1	24	22,800	2
00758735 - 00121846	TASI LLC	1948 LONG GROVE DR STE 5	July 2016	56,900	2	24	22,800	2
00440170 - 00104534	SEACOAST CHRISTIAN COMMUNITY CHURCH	750 LONG POINT RD	April 2015	104,500	4	24	50,500	5
00072255 - 00121974	1233 EXECUTIVE SUITES HPR	1233 BEN SAWYER BLVD	July 2015	79,100	3	24	41,400	5
00443507 - 00133956	KB CLEANERS	705 LONG POINT RD UNIT 1	October 2016	80,800	3	24	32,200	4
00443495 - 00090804	DRIVE-IN USA (SONIC)	691 LONG POINT RD	January 2016	84,300	3	24	51,000	6
00201070 - 00154160	CAPELLI STUDIO SALONS LLC	615 JOHNNIE DODDS BLVD S	October 2015	67,400	2	24	23,500	3
00438040 - 00094499	TEMPUS PUBLISHING INC	420 WANDO PARK BLVD	April 2015	65,500	2	24	32,800	4
00073215 - 00085858	STELLA MARIS SCHOOL	1183 RUSSELL DR	October 2016	166,900	6	24	69,700	8
00438036 - 00068832	THE PAW PLAZA HOTEL	367 WANDO PLACE DR	October 2015	78,000	3	24	42,200	5
00779585 - 00152324	CHILDREN'S DISCOVERY CENTER INC	1110 VENNING RD	April 2016	134,300	5	24	60,800	7
00780290 - 00112302	BAYTREE ORTHODONTICS	3435 SALTERBECK ST	July 2015	67,300	2	24	24,300	3
00283820 - 00026047	SUPER SUDS CARWASH	1117 BOWMAN RD	April 2016	328,300	12	24	134,800	15
00438008 - 00099440	GUS H BELL LLC	474 WANDO PARK BLVD	July 2016	175,100	6	24	88,900	10
00222220 - 00003222	DR STEPHEN MICHEL DENTIST OFFICE	924 TALL PINE RD	October 2016	69,600	3	24	24,600	3
00362485 - 00048019	CRICKENTREE INVESTMENT CO	1055 JOHNNIE DODDS BLVD	April 2016	298,000	11	24	107,500	12
00768860 - 00121840	VETFRIENDS.COM LLC	547 LONG POINT RD STE 113	January 2015	28,100	1	24	24,800	3
00776255 - 00146517	LOWCOUNTRY BREAKFAST SERVICES LLC	2664 N HIGHWAY 17 UNIT A	April 2015	77,000	3	24	34,200	4
00443502 - 00145500	BMC DISTRIBUTORS OF SCLLC DBA BLUE WATER	699 LONG POINT RD	April 2016	80,600	3	24	43,500	5
00051621 - 00152181	MARSHALL SANFORD	509 KING ST	July 2016	44,700	2	24	25,300	3
00073480 - 00085857	CHRIST OUR KING CHURCH- FAMILY CENTER	1149 RUSSELL DR	July 2016	80,500	3	24	34,600	4
00320000 - 00037487	J HENRY STUHR INC	1494 MATHIS FERRY RD	July 2015	40,900	1	24	25,500	3
00775745 - 00144069	REFUEL 15 INC	3050 IRONCLAD ALY	July 2015	68,700	2	24	25,500	3
00650004 - 00103000	TOWN OF MOUNT PLEASANT	3001 DUNES WEST BLVD	July 2016	59,500	2	24	25,700	3
00223998 - 00103000	TOWN OF MOUNT PLEASANT	100 ANN EDWARDS LN	October 2016	65,300	2	24	25,800	3

00739519 - 00148915	SOLA SALON STUDIOS	648 LONG POINT RD UNIT A	April 2016	101,100	4	24	35,400	4
00430070 - 00140063	QUANT SYSTEMS INC	546 LONG POINT RD	October 2015	111,400	4	24	72,300	8
00746290 - 00126584	MORGAN'S HOLDINGS LLC	884 ALLBRITTON BLVD	July 2016	61,800	2	24	26,500	3
00622411 - 00136653	UMI JAPANESE RESTAURANT	1117 PARK WEST BLVD STE C	January 2016	75,600	3	24	26,500	3
00777150 - 00147221	HOBBY LOBBY STORES INC	2165 TEA PLANTER LN	April 2016	56,000	2	24	26,700	3
00491362 - 00065354	THE ION CLUB	252 PONSBURY RD	April 2015	93,000	3	24	36,000	4
00745760 - 00118870	NYPD PIZZA	1055 HIGHWAY 41 STE 100	April 2016	68,900	2	24	26,800	3
00232550 - 00083675	A/P RECOVERY INC	900 PINE HOLLOW RD	October 2016	56,100	2	24	26,900	3
00223396 - 00000303	GWYNN'S	916 HOUSTON NORTHCUTT E	October 2015	64,000	2	24	27,200	3
00652485 - 00151456	MDO2 FITNESS LLC	3301 STOCKDALE ST	October 2016	158,500	6	24	82,500	9
00406050 - 00153205	SAVEURS DU MONDE CAFE	1960 RIVIERA DR STE A	April 2015	69,800	3	24	36,700	4
00774130 - 00078767	O'BRION'S PUB AND GRILLE	2011 HIGHWAY 41	October 2015	114,800	4	24	46,000	5
00744395 - 00066272	PARKWEST POA	3101 PARK WEST BLVD	January 2016	70,600	3	24	27,700	3
00362700 - 00038824	EDWARD HOWARD	1039 ANNA KNAPP BLVD	October 2016	53,000	2	24	27,900	3
00430000 - 00078328	CURD ENTERPRISE	476 LONG POINT RD	April 2015	66,200	2	24	27,900	3
00151088 - 00132792	MOZZO DELI	730 COLEMAN BLVD UNIT P	July 2016	75,000	3	24	28,400	3
00622417 - 00103000	TOWN OF MOUNT PLEASANT	1251 PARK WEST BLVD	January 2016	209,400	8	24	83,800	9
00454660 - 00024716	OLIVE BRANCH AME CHURCH	1734 N HIGHWAY 17	July 2015	42,200	2	24	28,700	3
00224720 - 00087572	MOE'S SOUTHWESTERN GRILL	900 HOUSTON NORTHCUTT E	April 2016	93,600	3	24	38,200	4
00223466 - 00138120	GRAZE	863 HOUSTON NORTHCUTT E	April 2016	180,300	7	24	65,800	7
00323772 - 00103000	TOWN OF MOUNT PLEASANT	889 WHIPPLE RD	July 2016	122,800	4	24	47,500	5
00734864 - 00146535	FIVE STAR QUALITY CARE DBA PALMS AT MT PLEASANT	1010 LAKE HUNTER CIR	January 2016	682,200	25	24	249,900	27
00454822 - 00150947	TT OF CHARLESTON INC DBA MOUNT PLEASANT	1607 N HIGHWAY 17	January 2016	163,800	6	24	66,000	7
00222200 - 00140748	TRADER JOES LLC	401 JOHNNIE DODDS BLVD	April 2015	104,200	4	24	38,500	4
00082246 - 00091343	CYPRESS BUSINESS CENTER HPR INC	1476 BEN SAWYER BLVD	July 2016	60,800	2	24	29,500	3
00074950 - 00105221	MUSTARD SEED RESTAURANT	1036 CHUCK DAWLEY BLVD	April 2015	112,200	4	24	38,900	4
00763945 - 00141041	TRIANGLE CHAR AND BAR EAST	1440 BEN SAWYER BLVD STE	April 2016	216,000	8	24	75,800	8
00655605 - 00126567	CLOVERLEAF PROPERTIES LLC	1903 HIGHWAY 41 STE 201	July 2016	74,500	3	24	30,000	3
00782795 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	900 WARRIOR WAY	July 2015	389,700	14	24	140,700	15
00443660 - 00056816	THE SUNSHINE HOUSE #52	753 LONG POINT RD	July 2015	172,000	6	24	86,200	9
00764890 - 00126409	KOHL'S	3075 PROPRIETORS PL	January 2016	90,100	3	24	40,200	4
00485540 - 00078998	PEKING GOURMET	3381 S MORGANS POINT RD S	January 2016	62,200	2	24	31,100	3
00551720 - 00092729	BULLS BAY GOLF CLUB	995 BULLS BAY BLVD	October 2015	62,100	2	24	31,300	3
00745560 - 00154249	ON FORTY-ONE RESTAURANT	1055 HIGHWAY 41 STE 400	April 2015	85,500	3	24	31,400	3
00752315 - 00140876	MEDIVISION LLC	1101 CLARITY RD	April 2016	177,300	3	24	41,000	4
00773975 - 00137880	BASILS RESTAURANT	1465 LONG GROVE DR	April 2015	255,600	9	24	96,500	10
00390030 - 00054432	SLEEP INN	299 WINGO WAY	April 2015	801,500	29	24	271,500	30
00390020 - 00053261	EXTENDED STAY AMERICA	304 WINGO WAY	April 2015	934,900	34	24	326,900	36
00232485 - 00086130	VETERINARY SPECIALITY CARE	985 JOHNNIE DODDS BLVD	July 2016	125,000	5	24	50,900	6
00359705 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 18C	April 2015	236,000	9	24	143,000	16
00074955 - 00148748	PVII LLC	1037 CHUCK DAWLEY BLVD B	January 2015	43,200	2	24	32,900	4
00443496 - 00146610	BAMBOO GARDEN	553 BELLE STATION BLVD STI	April 2016	101,500	4	24	42,200	5
00393712 - 00103000	TOWN OF MOUNT PLEASANT	355 7TH AVE	July 2016	63,300	2	24	42,300	5
00201036 - 00092202	LANGDON'S RESTAURANT	778 S SHELMORE BLVD STE 1	January 2016	130,000	5	24	51,800	6
00063100 - 00113311	RED DRUM BISTRO	803 COLEMAN BLVD	January 2016	186,200	7	24	79,700	9
00650002 - 00104918	JOHN WIELAND HOMES	3003 DUNES WEST BLVD	July 2015	93,800	3	24	42,900	5
00627500 - 00084914	TIDELANDS BANCSHARES INC	1100 PARK WEST BLVD	January 2016	46,700	2	24	33,700	4
00356994 - 00044728	GREAT WALL OF CHAS INC	1909 N HIGHWAY 17 STE J	July 2016	97,400	4	24	34,100	4
00072273 - 00131242	WENDCHARLES I LLC	1220 BEN SAWYER BLVD	July 2016	174,700	6	24	80,400	9
00741135 - 00113616	GIUSEPPI'S PIZZA RESTAURANT	1440 BEN SAWYER BLVD STE	July 2016	92,500	3	24	44,200	5
00013055 - 00021071	LITTLE LEARNERS LODGE II	208 CHURCH ST	October 2016	81,500	3	24	35,500	4
00012822 - 00146179	DART'S SHELTER LLC	202 COLEMAN BLVD	July 2015	242,300	9	24	100,200	11
00753720 - 00120395	BLACKBEARD COVE FAMILY FUN PARK	3255 N HIGHWAY 17	October 2016	107,800	4	24	54,700	6
00405303 - 00017075	RAVENS RUN POOL & AMENITY	1549 OMNI BLVD	April 2016	43,300	2	24	36,900	4
00631189 - 00103999	RIVERTOWNE POA	2544 RIVERTOWNE PKWY	July 2015	67,500	2	24	55,900	6
00383581 - 00156991	MAPLE VIEW PROPERTIES LLC	272 W COLEMAN BLVD	October 2016	39,600	1	24	37,700	4
00491004 - 00074293	I'ON CM 3	159 CIVITAS ST	October 2016	101,400	4	24	46,900	5
00622410 - 00155053	DOG & DUCK PARKWEST LLC	1117 PARK WEST BLVD STE E	January 2016	110,900	4	24	47,500	5
00457680 - 00141216	PF CHANGS CHINA BISTRO	1885 N HIGHWAY 17	April 2016	495,800	18	24	176,300	19
00740660 - 00114341	BOONE HALL FRESH FOOD MARKET	2521 N HIGHWAY 17	July 2016	158,200	6	24	56,800	6
00361482 - 00111075	DRY CLEAN CITY	1200 QUEENSBOROUGH BLVD	October 2016	105,400	4	24	38,600	4

00359000 - 00041591	EAST COOPER PRIMARY CARE	1208 TWO ISLAND CT	July 2015	93,500	3	24	38,700	4
00454940 - 00152015	MHV LLC	1492 N HIGHWAY 17 UNIT B	July 2016	105,400	4	24	40,100	4
00655855 - 00113616	GIUSEPPI'S PIZZA RESTAURANT	1440 BEN SAWYER BLVD STE	April 2015	107,300	4	24	40,400	4
00774430 - 00139855	AMAILFI'S ITALIAN RESTAURANT & PIZZERIA	664 LONG POINT RD UNIT E	April 2016	146,300	5	24	59,100	6
00741110 - 00114624	CVS PHARMACY #7159 @ STATION 41 SHOPPING	2884 N HIGHWAY 17	April 2015	98,900	4	24	40,900	4
00607740 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	1000 WARRIOR WAY	October 2016	84,100	3	24	41,100	4
00734980 - 00134437	PARISH PLACE CONDOMINIUM ASSOCIATION INC	1299 MATHIS FERRY RD	October 2015	127,700	5	24	60,000	7
00433558 - 00093139	S & ME OFFICE BUILDING	620 WANDO PARK BLVD	October 2015	108,500	4	24	41,600	5
00430041 - 00128547	EAST COOPER HABITAT RESTORE	469 LONG POINT RD	April 2015	95,700	3	24	42,100	5
00201151 - 00152327	ENCORE INTERIORS LLC	665 JOHNNIE DODDS BLVD	July 2016	85,400	3	24	42,300	5
00360160 - 00028188	WCIV/FIRST CHAS CORP	888 ALLBRITTON BLVD	April 2016	107,000	4	24	42,900	5
00426240 - 00105411	BELLE HALLE APARTMENTS	1600 BELLE POINT DR	July 2016	129,700	5	24	53,000	6
00362725 - 00032805	FAIRMOUNT SHOPPING CENTER I	1035 JOHNNIE DODDS BLVD	April 2015	366,600	13	24	191,100	21
00021821 - 00042219	ST ANDREWS CHURCH	440 WHILDEN ST	April 2015	114,000	4	24	44,800	5
00224580 - 00051458	NORTHPOINT CENTER	973 HOUSTON NORTHCUTT E	October 2016	97,400	4	24	44,900	5
00231010 - 00014076	CREEKSIDE TENNIS AND SWIM	790 CREEKSIDE DR	October 2016	70,900	3	24	54,400	6
00765945 - 00142280	MOP12 CONDO ASSOCIATION INC	496 BRAMSON CT	July 2016	79,200	3	24	54,600	6
00736420 - 00084240	TRIDENT ACADEMY	1455 WAKENDAW RD	January 2015	111,100	4	24	64,300	7
00360470 - 00146626	MILLENNIA MEDICAL SERVICES INC	790 JOHNNIE DODDS BLVD S	April 2015	96,000	3	24	46,000	5
00020105 - 00059611	BAILEYS OFFICE #2	410 MILL ST	July 2016	86,400	3	24	46,400	5
00223990 - 00128830	CINNEBARRE LLC	963 HOUSTON NORTHCUTT E	July 2015	181,500	7	24	83,500	9
00063060 - 00152237	THE AMERICANO	819 COLEMAN BLVD	April 2015	153,000	6	24	56,600	6
00443555 - 00151602	ISHPI INFORMATION TECHNOLOGIES INC	401 SEACOAST PKWY	July 2016	132,400	5	24	56,700	6
00180100 - 00002484	DR DONALD B GARDNER	902 ROYAL TERN LN	April 2016	128,800	5	24	66,900	7
00771000 - 00133614	JKS & K DBA MC DONALDS	3060 IRONCLAD ALY	October 2016	216,900	8	24	103,900	11
00359504 - 00114314	EMPIRE KITCHEN VENTURES I DBA CENTRAL KIT	1136 HUNGRYNECK BLVD STI	July 2015	151,000	5	24	76,300	8
00082401 - 00145882	SANTI'S OF MT PLEASANT	1471 BEN SAWYER BLVD	July 2016	140,000	5	24	48,900	5
00072431 - 00152554	CMS CULINARY CREATIONS LLC	1220 BEN SAWYER BLVD STE	January 2016	154,400	6	24	58,200	6
00224740 - 00131242	WENDCHARLES I LLC	361 JOHNNIE DODDS BLVD	October 2015	220,100	8	24	85,900	9
00443504 - 00156328	ALI QAZA LLC STORE# 22320	528 BELLE STATION BLVD STI	October 2016	87,000	3	24	58,400	6
00655840 - 00136629	LOCALS BAR LLC	1150 QUEENSBOROUGH BLVD	October 2016	167,600	6	24	58,400	6
00082210 - 00133391	BUDDY ROE'S SHRIMP SHACK	1528 BEN SAWYER BLVD	April 2015	100,700	4	24	50,000	5
00540213 - 00153265	OINKIN OYSTER LLC	3563 N HIGHWAY 17	July 2015	201,400	7	24	87,100	9
00020510 - 00103974	SR TEQUILA	612 COLEMAN BLVD	October 2015	132,000	5	24	78,000	8
00767905 - 00127853	OAKLAND PROPERTIES LLC	3022 MORGANS POINT RD # 3	October 2015	102,600	4	24	59,600	6
00020065 - 00157540	COMMON COURTYARD COUNCIL OF OWNERS	217 LUCAS ST	July 2016	234,500	8	24	96,600	11
00180120 - 00028354	JAMES C GOSS	931 BLACKRAIL CT APT C	October 2015	111,600	4	24	69,400	8
00201170 - 00144090	SESAME III INC	675 JOHNNIE DODDS BLVD	July 2015	206,800	7	24	78,900	9
00424985 - 00092307	MOE'S SOUTHWEST GRILL	612 LONG POINT RD	October 2016	150,900	5	24	69,700	8
00443493 - 00079780	JEM PIZZA GROUP LLC	565 BELLE STATION BLVD STI	January 2016	85,100	3	24	51,400	6
00359713 - 00120229	THE MERIDIAN OWNERS ASSOCIATION INC	2011 N HIGHWAY 17 BLDG 14	April 2016	389,200	14	24	180,500	20
00737876 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	3500 THOMAS CAIRO BLVD # :	April 2016	75,500	3	24	51,800	6
00772155 - 00103000	TOWN OF MOUNT PLEASANT	71 HARRY M HALLMAN JUNIO	July 2015	161,500	6	24	71,400	8
00201110 - 00114527	FIREHOUSE SUBS @ EAST COOPER PLAZA	623 JOHNNIE DODDS BLVD	April 2015	127,800	5	24	72,500	8
00361460 - 00036284	CHICK FIL A @ QUEENSBORO	1024 JOHNNIE DODDS BLVD	October 2016	367,700	13	24	127,700	14
00477790 - 00096376	GOODWILL INDUSTRIES OF SC	1141 SIX MILE RD	October 2015	77,300	3	24	54,400	6
00744250 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	3100 THOMAS CAIRO BLVD	April 2016	379,100	14	24	137,600	15
00776265 - 00152098	BLUE WATER #20	3340 S MORGANS POINT RD	July 2015	89,500	3	24	54,900	6
00430040 - 00045138	THE SAWGRASS COMPANY	475 LONG POINT RD	October 2015	177,600	6	24	74,100	8
00012205 - 00090472	OLD VILLAGE POST HOUSE IN	101 PITT ST	July 2016	249,600	9	24	92,600	10
00406045 - 00090993	TARGET T-1529	1300 LONG GROVE DR	July 2015	262,000	9	24	120,500	13
00064340 - 00096447	FAIRMONT HORIZONTAL PROPER	1226 FAIRMONT AVE	January 2015	512,100	19	24	258,800	28
00021675 - 00021335	MOSNER HOUSE	419 WHILDEN ST	January 2015	162,300	6	24	93,500	10
00660001 - 00038013	BELLE HALL HOA INC (POOL)	652 BELLE HALL PKWY	July 2015	209,100	8	24	84,700	9
00443382 - 00083953	EAST COOPER BAPTIST CHURCH	361 EGYPT RD BLDG A	April 2016	133,000	5	24	57,500	6
00443387 - 00083953	EAST COOPER BAPTIST CHURCH	361 EGYPT RD BLDG	January 2016	155,400	6	24	66,900	7
00773910 - 00137368	WESTBROOK BREWERY	510 RIDGE RD	July 2015	631,000	23	24	223,700	24
00744720 - 00118134	ISLAND REALTY	83 VINCENT DR STE A	July 2015	242,500	9	24	87,400	10
00220050 - 00135504	KVH HOSPITALITY GROUP LLC	350 JOHNNIE DODDS BLVD	July 2016	954,900	35	24	383,300	42
00362511 - 00063721	OUTBACK STEAKHOUSE	715 JOHNNIE DODDS BLVD	October 2016	521,900	19	24	217,700	24
00782830 - 00056605	EAST COOPER REGIONAL MEDICAL CENTER	851 LEONARD FULGHUM DR	July 2015	437,400	16	24	208,800	23

00052540 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	605 CENTER ST	October 2015	244,000	9	24	98,500	11
00013186 - 00000268	MT PLEASANT PRESBYTERIAN CHURCH	302 HIBBEN ST	October 2016	109,800	4	24	62,000	7
00030450 - 00103000	TOWN OF MOUNT PLEASANT	302 PITT ST	January 2015	64,900	2	24	62,300	7
00379038 - 00144005	CAROLINA'S CHILDREN TWO LLC/DBA SPRINGVIEW	2125 N HIGHWAY 17	July 2016	195,500	7	24	81,100	9
00443175 - 00103000	TOWN OF MOUNT PLEASANT	391 EGYPT RD	October 2015	341,800	12	24	155,200	17
00769000 - 00131375	PETCO ANIMAL SUPPLIES STORES INC	1501 N HIGHWAY 17 UNIT A-1	January 2016	200,700	7	24	73,300	8
00451300 - 00053401	LOWES OF MT PLEASANT #539	1104 MARKET CENTER BLVD	July 2015	310,800	11	24	147,400	16
00012850 - 00086896	DC AND SONS LLC	100 RONNIE BOALS BLVD	July 2015	505,600	18	24	175,000	19
00022743 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	645 COLEMAN BLVD	July 2015	283,700	10	24	129,100	14
00742325 - 00115342	MOUNT PLEASANT DIALYSIS	1028 EWALL ST	October 2016	422,500	15	24	149,500	16
00082405 - 00115252	MARSH GRASS HOA INC	1501 BEN SAWYER BLVD	July 2016	511,100	19	24	188,400	20
00406020 - 00053263	GILLIGAN'S OF MT PLEASANT	1475 LONG GROVE DR	July 2015	384,500	14	24	183,400	20
00737872 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	3300 THOMAS CAIRO BLVD	October 2015	181,600	7	24	91,700	10
00767705 - 00127853	OAKLAND PROPERTIES LLC	3002 MORGANS POINT RD # 3	October 2016	138,800	5	24	73,300	8
00297160 - 00086577	LAKE HUNTER COMMONS ASSOC	838 NATCHEZ CIR	January 2015	83,100	3	24	74,700	8
00764990 - 00104918	JOHN WIELAND HOMES	3015 DUNES WEST BLVD BLD	July 2016	127,500	5	24	75,000	8
00201160 - 00072539	BAMOZA LLC	629 JOHNNIE DODDS BLVD	January 2015	154,600	6	24	93,600	10
00223975 - 00099451	WHOLE FOODS MARKET GROUP	923 HOUSTON NORTHCUTT E	October 2016	874,500	32	24	317,000	34
00361651 - 00041115	NEW MARKET CENTER	1145 JOHNNIE DODDS BLVD	October 2015	179,300	6	24	89,300	10
00451970 - 00138261	BOJANGLES	1644 N HIGHWAY 17	April 2016	269,300	10	24	126,400	14
00550690 - 00032747	GREATER ZION AME	4174 N HIGHWAY 17	July 2015	140,400	5	24	82,600	9
00744690 - 00124822	FIVE GUYS BURGERS AND FRIES	1795 N HIGHWAY 17 UNIT 2	July 2016	273,000	10	24	122,100	13
00406064 - 00149676	CASK AND KITCHEN LLC	1968 RIVIERA DR UNIT O	July 2016	321,100	12	24	115,600	13
00012830 - 00093856	RED'S ICE HOUSE LLC	98 RONNIE BOALS BLVD	April 2015	509,600	18	24	193,100	21
00438015 - 00098830	HUBNER MANUFACTURING	355 WANDO PLACE DR	January 2017	103,000	4	24	103,000	11
00361440 - 00130344	LIBERTY TAP ROOM AND GRILL	1028 JOHNNIE DODDS BLVD	July 2015	401,600	15	24	167,800	18
00357009 - 00051107	HAMPTON INN SUITES	1104 ISLE OF PALMS CONNEC	July 2016	1,199,600	43	24	454,800	49
00013000 - 00010756	RONNIE BOALS	97 RONNIE BOALS BLVD	July 2015	707,000	26	24	243,900	27
00473890 - 00045847	OAKLAND ASSOCIATES-KOA	3157 N HIGHWAY 17	July 2016	682,600	25	24	265,900	29
00361600 - 00041115	NEW MARKET CENTER	1145 JOHNNIE DODDS BLVD	July 2016	287,400	10	24	142,600	16
00473770 - 00064492	JACK'S COSMIC DOGS	2805 N HIGHWAY 17	July 2016	274,100	10	24	107,300	12
00406040 - 00153758	HOMEWOOD SUITES	1998 RIVIERA DR	July 2016	1,152,500	42	24	433,400	47
00454454 - 00149434	TRA-KING LLC DBA CACTUS CAR WASH	1800 N HIGHWAY 17	October 2016	414,100	15	24	189,300	21
00764965 - 00126707	COURTYARD MARRIOTT	1251 WOODLAND AVE	July 2015	1,444,600	52	24	502,100	55
00220158 - 00066531	CIRCLE K STORES #2705130	199 W COLEMAN BLVD	April 2015	333,700	12	24	126,300	14
00772880 - 00135068	HARRIS TEETER STORE NO 385	2195 TEA PLANTER LN	January 2016	289,600	10	24	156,100	17
00655585 - 00133606	FUJI SUSHI BAR AND GRILL	644 LONG POINT RD UNIT Q	April 2016	311,300	11	24	129,200	14
00737870 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	3300 THOMAS CAIRO BLVD	April 2015	271,200	10	24	125,400	14
00734070 - 00059300	BEST WESTERN PATRIOTS POINT	259 MAGRATH DARBY BLVD	July 2016	725,200	26	24	348,000	38
00733884 - 00025051	STOCKADE STORAGE	444 COLEMAN BLVD	April 2016	1,099,400	40	24	462,000	50
00362600 - 00006832	VILLAGE WALK OWNERS ASSN	1041 JOHNNIE DODDS BLVD	July 2015	336,100	12	24	150,300	16
00223244 - 00090091	EMILY A DBA ANDOLINIS #3	414 COLEMAN BLVD	July 2016	245,100	9	24	150,400	16
00225312 - 00088774	DEVELOPMENT AUTHORITY	40 PATRIOTS POINT RD	April 2015	808,500	29	24	327,200	36
00777055 - 00146755	CRACKER BARREL OLD COUNTRY STORE	2183 N HIGHWAY 17	July 2016	695,200	25	24	255,200	28
00607738 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	1000 WARRIOR WAY	October 2016	1,087,700	39	24	419,500	46
00443392 - 00103000	TOWN OF MOUNT PLEASANT	391 EGYPT RD	July 2015	182,500	7	24	154,900	17
00224500 - 00152461	SUNDROPS MONTESSORI SCHOOL	955 HOUSTON NORTHCUTT E	January 2015	237,500	9	24	184,500	20
00220176 - 00057669	QUALITY INN & SUITES	196 PATRIOTS POINT RD	July 2016	1,093,700	40	24	434,200	47
00021244 - 00141652	PAGES OKRA GRILL	302 COLEMAN BLVD	April 2016	675,600	24	24	269,300	29
00781140 - 00152098	BLUE WATER #20	3340 S MORGANS POINT RD	October 2016	446,100	16	24	188,100	20
00764825 - 00127522	WAL-MART # 4384	3000 PROPRIETORS PL	July 2016	699,100	25	24	307,900	33
00410000 - 00019495	LONG POINT LIMITED PARTNERS	251 MOUNT ROYALL DR	January 2016	400,900	15	24	179,900	20
00768910 - 00136960	FRESENIUS MEDICAL CARE	901 VON KOLNITZ RD UNIT 2	April 2016	643,400	23	24	253,800	28
00190065 - 00014647	SHEM CREEK INN	1404 SHRIMP BOAT LN	April 2015	1,018,500	37	24	359,900	39
00360004 - 00131883	FIVE STAR QUALITY CARE DBA SWEETGRASS VII	10110 ANNA KNAPP EXT	January 2016	474,900	17	24	334,800	36
00760950 - 00122715	CARRABBA'S ITALIAN GRILL	2688 N HIGHWAY 17	July 2015	688,900	25	24	312,000	34
00383501 - 00044163	PIDGEON SPIRE LLC	320 W COLEMAN BLVD	October 2016	577,400	21	24	304,700	33
00020648 - 00048775	MT PLEASANT WINGS DBA	644 COLEMAN BLVD	July 2016	760,500	28	24	286,700	31
00359502 - 00065471	DAVID DRYE CO	1130 HUNGRYNECK BLVD	July 2015	1,112,800	40	24	427,100	46
00220078 - 00085936	CITI REALTY SERVICES	588 JOHNNIE DODDS BLVD	October 2016	653,500	24	24	264,300	29
00072381 - 00151994	HARRIS TEETER #457	1220 BEN SAWYER BLVD STE	January 2015	426,100	15	24	228,400	25

00520830 - 00086349	HAMLIN PLANTATION LLC	100 AMENITY PARK DR	April 2015	332,300	12	24	193,000	21
00357018 - 00037891	ASHLEY COOPER #1110	1212 TWO ISLAND CT	July 2016	667,600	24	24	268,200	29
00739500 - 00103854	THE FRANKE HOME	1885 RIFLE RANGE RD	October 2016	1,544,700	56	24	620,900	67
00356998 - 00082251	NORTHBRIDGE ASSOC LLC	1116 ISLE OF PALMS CONNEC	July 2015	1,395,500	51	24	530,900	58
00457616 - 00129294	REGAL ENTERTAINMENT GROUP	1319 THEATER DR	July 2015	630,600	23	24	289,000	31
00738100 - 00146835	SHRI ASAPURI DBA RODEWAY INN	310 JOHNNIE DODDS BLVD	April 2016	1,388,400	50	24	652,100	71
00454490 - 00139462	RAISING CANES / CRM COMPANIES	1774 N HIGHWAY 17	July 2016	783,100	28	24	279,300	30
00399000 - 00045735	THE PROMUS COMPANIES	255 SESSIONS WAY	July 2016	1,501,200	54	24	605,600	66
00762880 - 00123589	AVIAN CONSERVATION CENTER	4872 SEEWEE RD	January 2017	498,800	18	24	284,800	31
00180105 - 00152950	TRULUCK PROPERTIES OF CHARLESTON LLC	919 BLACKRAIL CT	July 2016	480,800	17	24	279,800	30
00621882 - 00084293	THE SUNSHINE HOUSE	3300 TURGOT LN	July 2016	498,200	18	24	289,200	31
00225314 - 00084643	BROTHERS PROPERTY MANAGMENT	20 PATRIOTS POINT RD	July 2015	1,987,100	72	24	769,100	84
00783835 - 00155987	WYNDHAM HOTEL IMIC HOTELS BERT POOSER	1330 STUART ENGALS BLVD	July 2015	1,283,100	46	24	512,200	56
00385000 - 00082770	WCB-D-TV 2	210 W COLEMAN BLVD	July 2016	191,500	25	24	362,500	39
00362721 - 00032268	ANNA KNAPP PLAZA	1039 JOHNNIE DODDS BLVD	July 2016	1,011,900	37	24	431,800	47
00773850 - 00136869	HARRIS TEETER STORE 131	2035 HIGHWAY 41	July 2016	960,500	35	24	496,300	54
00734060 - 00097084	RAAJ KUMAR HOTEL INV LLC	261 JOHNNIE DODDS BLVD	July 2016	2,318,400	84	24	932,900	101
00734860 - 00146535	FIVE STAR QUALITY CARE DBA PALMS AT MT PLEASANT	937 BOWMAN RD	October 2015	2,190,600	79	24	963,400	105
00359490 - 00103192	LIQUID HIGHWAY CAR WASH	1126 HUNGRYNECK BLVD	April 2015	1,412,000	51	24	648,600	71
00377804 - 00040159	PALMETTO ISLAND CNTY PARK	444 NEEDLERUSH PKWY	July 2016	2,094,300	76	24	850,800	92
00362602 - 00101832	SANDPIPER REHAB & NURSING LLC	1049 ANNA KNAPP BLVD	July 2016	2,733,700	99	24	1,447,900	157
00759355 - 00139512	ROPER SAINT FRANCIS MOUNT PLEASANT HOSP	3500 N HIGHWAY 17	July 2016	3,727,200	135	24	1,384,700	151
00071583 - 00040631	RIVERWOOD APTS	1053 RIFLE RANGE RD	July 2016	955,400	35	23	487,300	53
00353890 - 00040158	SNEE FARM LAKES HOA	1130 HIDDEN COVE DR	January 2016	2,393,900	87	23	1,209,200	131
00462990 - 00037700	HOBCAW YACHT CLUB	180 HOBCAW DR	July 2015	38,000	1	23	19,500	2
00656575 - 00103854	THE FRANKE HOME	1500 FRANKE DR	July 2015	349,100	13	23	118,700	13
00020420 - 00157277	SHEM CREEK DENTAL ASSOCIATES	211 SIMMONS ST	October 2016	52,500	2	23	17,600	2
00785655 - 00074301	STARBUCKS COFFEE CO #8405	3051 IRONCLAD ALY	October 2016	76,300	3	23	28,400	3
00074912 - 00153679	BRICCO BRACCO CUCINA	1034 CHUCK DAWLEY BLVD	July 2015	106,000	4	23	39,500	4
00072264 - 00129854	VITRE LLC	1303 BEN SAWYER BLVD	April 2015	109,700	4	23	96,800	11
00358902 - 00157508	RE/MAX ALLIANCE	1200 TWO ISLAND CT UNIT E	July 2016	32,600	1	23	21,200	2
00072130 - 00153638	840 COLEMAN LLC C/O WILSON KIBLER INC	840 COLEMAN BLVD	April 2016	101,800	4	23	61,400	7
00360003 - 00155894	ANNA KNAPP PROPERTIES	1002 ANNA KNAPP EXT	July 2015	104,900	4	23	87,400	10
00738250 - 00157426	MOUNT PLEASANT HILTON GARDEN INN	300 WINGO WAY	April 2016	1,360,900	49	23	498,800	54
00775725 - 00144040	WASH WIZARD CAR WASH	2727 N HIGHWAY 17	January 2016	515,800	19	23	306,900	33
00438004 - 00156173	SUMMIT WORX LLC	490 WANDO PARK BLVD	October 2016	1,400	0	22	1,000	0
00480012 - 00046281	CHARLESTON NATIONAL COUNTRY CLUB	1270 NATIONAL DR	July 2016	24,300	1	22	8,600	1
00735260 - 00157223	MATHIS FERRY LLC	851 VON KOLNITZ RD	July 2016	30,400	1	22	16,300	2
00735220 - 00157223	MATHIS FERRY LLC	843 VON KOLNITZ RD	July 2016	30,600	1	22	17,800	2
00454672 - 00157643	ECLATIC FINDS LLC	1670 N HIGHWAY 17	July 2015	7,100	0	22	3,400	0
00762725 - 00104537	EAST COOPER MONTESSORI	250 PONSBURY RD	October 2016	63,700	2	22	26,400	3
00735100 - 00157223	MATHIS FERRY LLC	819 VON KOLNITZ RD	July 2016	83,800	3	22	28,900	3
00735060 - 00157223	MATHIS FERRY LLC	805 VON KOLNITZ RD # 811	April 2016	42,100	2	22	30,300	3
00617157 - 00095718	GOLDEN BOWL RESTAURANT	2700 N HIGHWAY 17 STE 200M	July 2016	46,500	2	22	19,700	2
00285405 - 00033554	BUCKS EXXON FOOD SHOP	1325 BOWMAN RD	July 2015	102,300	4	22	40,100	4
00605140 - 00080429	DARRELL CREEK POOL HOUSE	351 COMMONWEALTH RD	July 2015	51,400	2	22	23,600	3
00223900 - 00152428	FOOTPRINT GROUP LLC	915 HOUSTON NORTHCUTT E	January 2016	61,000	2	22	39,000	4
00070062 - 00145492	J PAULZ RESTAURANT	1405 BEN SAWYER BLVD STE	July 2015	139,500	5	22	54,700	6
00752735 - 00121872	WINDWARD POINT AT SEASIDE FARMS HOA	1479 LONG GROVE DR	July 2015	211,600	8	22	94,000	10
00632448 - 00153126	PARKERS ISLAND AMENITY CENTER	1700 RIVERTOWNE COUNTRY	January 2016	171,500	6	22	152,200	17
00767900 - 00129533	SOMERBY OF MOUNT PLEASANT AT PARKWEST	3100 TRADITION CIR	October 2015	2,510,800	91	22	1,581,000	172
00736020 - 00133614	JKS & K DBA MC DONALDS	1533 JOHNNIE DODDS BLVD	April 2016	130,600	5	21	48,100	5
00745260 - 00157786	STAR TACO	1109 PARK WEST BLVD STE C	April 2016	76,900	3	21	30,200	3
00223422 - 00158056	WALGREENS #15442	389 JOHNNIE DODDS BLVD	April 2015	17,700	1	21	14,400	2
00474001 - 00158300	WANDO WASH INC	2829 N HIGHWAY 17	April 2016	324,200	12	21	132,700	14
00765545 - 00126843	WATERMARK POA	1400 PENSHILL PL	July 2016	63,700	2	21	42,700	5
00021820 - 00042219	ST ANDREWS CHURCH	440 WHILDEN ST	April 2016	61,800	2	21	44,400	5
00201130 - 00157901	PIVOTAL FITNESS-CHARLESTON-MT PLEASANT	1627 JOHNNIE DODDS BLVD	January 2016	214,700	8	21	83,100	9
00340011 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	1560 MATHIS FERRY RD	April 2015	695,600	25	21	328,800	36
00071584 - 00040631	RIVERWOOD APTS	1053 RIFLE RANGE RD	April 2015	15,300	1	20	14,100	2
00376999 - 00041871	NEW VILLAGE LAUNDROMAT	2161 N HIGHWAY 17	July 2016	253,700	9	20	92,000	10

00607260 - 00123755	SOUTHERN COMMUNITY SERVICES	1300 PARK WEST BLVD	January 2017	1,600	0	20	1,200	0
00617149 - 00158458	MCCANN'S IRISH PUB	2700 N HIGHWAY 17 STE 120C	October 2015	61,700	2	20	23,400	3
00769030 - 00131006	WHIPPLE RD PLAZA	874 WHIPPLE RD	April 2016	11,600	0	20	7,600	1
00473864 - 00158483	TONY POPE AGENT LLC	3044 N HIGHWAY 17	January 2016	27,500	1	20	19,600	2
00784010 - 00158459	ATLANTIC SHIELD INSURANCE GROUP	421 JOHNNIE DODDS BLVD	July 2015	205,100	7	20	114,300	12
00454308 - 00158082	SUNOCO INC	1683 N HIGHWAY 17	July 2016	353,500	13	20	147,300	16
00734540 - 00016854	RTM INC	1190 JOHNNIE DODDS BLVD	April 2015	210,900	8	19	79,400	9
00735300 - 00157223	MATHIS FERRY LLC	1315 MATHIS FERRY RD	April 2015	139,000	5	19	75,400	8
00090045 - 00158705	EAST COOPER MONTESSORI CHARTER SCHOOL	1120 RIFLE RANGE RD	October 2015	391,100	14	19	301,500	33
00224042 - 00158877	BW RRI II LLC	301 JOHNNIE DODDS BLVD	April 2016	1,304,300	47	19	727,000	79
00789330 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	2725 BULRUSH BASKET LN	October 2015	301,800	11	18	125,500	14
00789315 - 00098772	CHARLESTON COUNTY SCHOOL DISTRICT	2705 BULRUSH BASKET LN	October 2016	419,100	15	18	214,300	23
00735140 - 00157223	MATHIS FERRY LLC	827 VON KOLNITZ RD	April 2015	41,800	2	18	24,000	3
00201053 - 00159453	PATTAYA THAI RESTURANT INC	607 JOHNNIE DODDS BLVD S	October 2015	35,100	1	18	17,800	2
00266500 - 00159275	CROWN LEADERSHIP ACADEMY	1455 WAKENDAW RD	October 2016	22,200	1	18	9,400	1
00665398 - 00083738	BELLE HALL HOA	455 ANTEBELLUM LN	July 2016	43,600	2	17	20,200	2
00784430 - 00159612	GRAY PROPERTY 5222 LLC	1300 BELLE ISLE AVE	January 2016	189,300	7	18	81,400	9
00457764 - 00159684	ORCHID MASSAGE LLC	1113 MARKET CENTER BLVD	July 2016	19,200	1	17	7,100	1
00652395 - 00159753	SOVRAN ACQUISITION LP	1514 MATHIS FERRY RD	October 2015	3,400	0	17	1,700	0
00378870 - 00041275	THE ENCLAVE HOA	2000 RETREAT LNDG	July 2016	6,400	0	17	3,500	0
00424978 - 00159855	MID ATLANTIC RESTURANT GROUP LLC	608 LONG POINT RD UNIT A	July 2016	64,400	2	17	26,100	3
00780275 - 00152324	CHILDREN'S DISCOVERY CENTER INC	3300 STOCKDALE ST	July 2016	93,000	3	17	47,700	5
00735980 - 00157788	NORDSTROM INC	1110 BOWMAN RD UNIT A	October 2016	32,700	1	17	18,000	2
00363150 - 00160089	CIAO GROUP LLC DBA CONGRESS	1035 JOHNNIE DODDS BLVD	April 2016	59,000	2	17	46,200	5
00783995 - 00159612	GRAY PROPERTY 5222 LLC	1600 BELLE ISLE AVE	October 2016	229,300	8	17	141,300	15
00769035 - 00159901	WHIPPLE ROAD PLAZA LLC	878 WHIPPLE RD	January 2016	73,900	3	17	48,200	5
00485584 - 00159758	SPECTRUM PAINT EAST LLC	3365 S MORGANS POINT RD S	October 2015	218,300	8	17	112,900	12
00784000 - 00159612	GRAY PROPERTY 5222 LLC	1500 BELLE ISLE AVE	July 2016	606,900	22	17	302,200	33
00444441 - 00104077	BELLE HALL III	672 LONG POINT RD	July 2015	900	0	17	700	0
00360280 - 00160008	L & J PROPERTIES LLC	871 LOWCOUNTRY BLVD	October 2015	22,500	1	16	13,300	1
00790235 - 00160272	BAKER MOTOR COMPANY OF MOUNT PLEASANT	2121 N HIGHWAY 17	January 2016	224,400	8	16	82,500	9
00020090 - 00148403	SHEMEC LLC	510 MILL ST	October 2015	146,800	5	16	113,000	12
00356995 - 00160162	TSUNAMI MOUNT PLEASANT	1909 N HIGHWAY 17 STE KLM	October 2015	228,200	8	16	141,500	15
00784730 - 00104960	DR HORTON	1500 PEARL TABBY DR	April 2016	298,000	11	16	171,600	19
00223330 - 00160691	CIRCLE K STORES INC	404 W COLEMAN BLVD	July 2016	32,500	1	15	11,300	1
00783905 - 00160440	AVR CHARLESTON RIVIERA LLC	1975 PARKFRONT DR	July 2016	464,300	17	15	166,900	18
00782155 - 00160440	AVR CHARLESTON RIVIERA LLC	1405 LONG GROVE DR	October 2016	176,200	6	15	65,200	7
00783070 - 00160440	AVR CHARLESTON RIVIERA LLC	1997 RIVIERA DR	April 2016	189,700	7	15	70,400	8
00376988 - 00160691	CIRCLE K STORES INC	2171 N HIGHWAY 17	October 2016	72,300	3	15	35,000	4
00470011 - 00160691	CIRCLE K STORES INC	2846 N HIGHWAY 17	July 2016	78,100	3	15	35,200	4
00070100 - 00160691	CIRCLE K STORES INC	1402 BEN SAWYER BLVD	July 2016	31,500	1	15	11,100	1
00781360 - 00160440	AVR CHARLESTON RIVIERA LLC	1425 LONG GROVE DR	October 2016	181,600	7	15	81,600	9
00746560 - 00160684	LOW COUNTRY KARATE LLC	1031 HIGHWAY 41 STE 100	April 2016	4,900	0	15	1,900	0
00769125 - 00160705	JOEY BAG A DONUTS	1118 PARK WEST BLVD STE 6	April 2016	12,600	0	15	4,500	0
00735180 - 00157223	MATHIS FERRY LLC	835 VON KOLNITZ RD	October 2016	32,800	1	15	14,100	2
00781405 - 00160440	AVR CHARLESTON RIVIERA LLC	1480 LONG GROVE DR	July 2016	123,500	4	15	43,200	5
00782150 - 00160440	AVR CHARLESTON RIVIERA LLC	1401 LONG GROVE DR	July 2016	44,100	2	15	17,300	2
00781365 - 00160440	AVR CHARLESTON RIVIERA LLC	1435 LONG GROVE DR	July 2016	51,600	2	15	19,400	2
00201050 - 00160518	VENTRUE VII LLC	611 JOHNNIE DODDS BLVD	April 2016	4,900	0	15	1,800	0
00783065 - 00160440	AVR CHARLESTON RIVIERA LLC	2005 RIVIERA DR	January 2016	47,700	2	15	22,900	2
00223290 - 00160618	L&J PROPERTIES LLC	622 JOHNNIE DODDS BLVD	October 2016	11,400	0	15	5,800	1
00783060 - 00160440	AVR CHARLESTON RIVIERA LLC	2001 RIVIERA DR	July 2016	106,100	4	15	37,700	4
00782310 - 00160440	AVR CHARLESTON RIVIERA LLC	1601 LONG GROVE DR	October 2016	62,300	2	15	25,800	3
00151860 - 00160752	PASTIME EQUITIES LLC	654 COLEMAN BLVD	January 2016	23,600	1	14	12,700	1
00747555 - 00161058	JEAR LOGISTICS LLC	3409 SALTERBECK ST	July 2016	13,100	0	14	6,000	1
00744230 - 00160691	CIRCLE K STORES INC	1305 LONG GROVE DR	April 2016	37,300	1	14	13,100	1
00270150 - 00160691	CIRCLE K STORES INC	1340 CHUCK DAWLEY BLVD	July 2016	33,600	1	14	13,100	1
00744245 - 00160873	ERIKKA CURIA	1317 LONG GROVE DR	October 2016	25,100	1	14	14,700	2
00768560 - 00161210	CIRCLE K STORES INC	1401 JOE ROUSE RD	April 2016	263,500	10	14	103,900	11
00652095 - 00119037	ETIWAN PT CONDOMINIUM COUNCIL OF OWNER	102 ETIWAN POINTE DR	January 2016	73,400	3	14	70,200	8
00306256 - 00040460	MONTCLAIR ASSOC LIMITED	1861 MONTCLAIR DR	April 2015	300	0	13	100	0

00783900 - 00160440	AVR CHARLESTON RIVIERA LLC	1985 PARKFRONT DR	April 2016	548,900	20	13	237,500	26
00769040 - 00161257	WHIPPLE ROAD PLAZA	880 WHIPPLE RD	April 2016	6,600	0	13	4,200	0
00454260 - 00161006	NASH ORTHODONTICS PRACTICE LLC	1705 LACANNON LN	October 2016	40,400	1	13	16,500	2
00359514 - 00161134	FM FOOD AND MUSIC LLC	1150 HUNGRYNECK BLVD STI	April 2016	90,500	3	13	33,900	4
00360272 - 00161187	MT PLEASANT WASH & WASH LLC	880 LOWCOUNTRY BLVD	April 2016	404,700	15	13	165,300	18
00363301 - 00161528	KETTLER MANAGEMENT	997 JOHNNIE DODDS BLVD	July 2016	2,368,700	86	12	882,100	96
00376980 - 00161774	EXTRA SPACE MANAGEMENT	1108 STOCKADE LN	April 2016	34,100	1	12	23,200	3
00359513 - 00161398	DENISE HADEN	1150 HUNGRYNECK BLVD STI	October 2016	29,400	1	12	16,400	2
00360700 - 00160388	SOUTHEAST VETERINARY DERMATOLOGY & EAF	804 JOHNNIE DODDS BLVD	October 2015	3,400	0	12	2,400	0
00223987 - 00161480	HENDERSONVILLE LIMITED PARTNERSHIP	945 HOUSTON NORTHCUTT E	October 2016	7,700	0	12	3,000	0
00443503 - 00161704	BPF BAKERY LLC	536 BELLE STATION BLVD STI	October 2016	100,200	4	12	38,600	4
00284150 - 00160940	UC BOWMAN LLC DBA URBAN COOKHOUSE	1132 BOWMAN RD	October 2016	230,800	8	12	113,600	12
00223500 - 00161759	UPTOWN CHEAPSKATE OF MOUNT PLEASANT LL	875 HOUSTON NORTHCUTT E	July 2016	3,200	0	11	1,100	0
00792060 - 00161962	GATEWAY MOUNT PLEASANT HOTEL LLC	245 MAGRATH DARBY BLVD	July 2016	794,100	29	11	324,300	35
00360262 - 00161801	ELIZABETH SHAWKEY	852 LOWCOUNTRY BLVD	July 2016	11,000	0	11	5,200	1
00443681 - 00162284	MARK ANTMAN	757 LONG POINT RD	October 2016	34,100	1	10	13,100	1
00457728 - 00162236	ARHAUS LLC	1122 MARKET CENTER BLVD	July 2016	4,800	0	10	2,100	0
00791420 - 00127865	THE INN AT ION	140 CIVITAS ST	July 2016	29,900	1	10	14,400	2
00748310 - 00162574	DUNES WEST GOLF & RIVER CLUB	3293 HARPERS FERRY WAY	July 2016	219,200	8	10	111,300	12
00650022 - 00162574	DUNES WEST GOLF & RIVER CLUB	3535 WANDO PLANTATION W.	July 2016	632,000	23	10	231,600	25
00070069 - 00160880	OTS ECO CLEAN LLC	1405 BEN SAWYER BLVD STE	July 2016	54,300	2	9	19,000	2
00758745 - 00162559	BRANNON FLORIE	1039 HIGHWAY 41 STE 100	October 2016	35,600	1	9	15,900	2
00793130 - 00149329	RIVERS WALK	306 BUNCUM DR	October 2016	475,900	17	8	202,600	22
00360870 - 00162511	SAVJ REALESTATE LLC	816 JOHNNIE DODDS BLVD	July 2016	36,900	1	8	19,300	2
00359509 - 00162943	GUADALAJARA BAR & GRILL	1136 HUNGRYNECK BLVD STI	October 2016	46,200	2	8	31,600	3
00491840 - 00163030	THE CAPTAIN'S HOUSE	14 RESOLUTE LN STE 1	July 2016	1,100	0	8	500	0
00456020 - 00160738	H&R BLOCK EASTERN ENTERPRISES INC	1501 N HIGHWAY 17 UNIT G	January 2016	3,000	0	8	1,600	0
00767195 - 00162876	NOB HOLDINGS	148 CIVITAS ST	July 2016	121,200	4	8	43,900	5
00443570 - 00162848	TBSH LLC	545 BELLE STATION BLVD STI	October 2016	158,600	6	8	75,600	8
00773935 - 00137368	WESTBROOK BREWERY	509 RIDGE RD	October 2016	110,400	4	8	44,600	5
00793345 - 00163145	ML BRIDGESIDE APARTMENTS LLC	181 BAYFRONT DR	October 2016	127,000	5	7	82,600	9
00793340 - 00163145	ML BRIDGESIDE APARTMENTS LLC	221 BAYFRONT DR	October 2016	353,100	13	7	165,900	18
00220148 - 00163311	BNC BANK	532 JOHNNIE DODDS BLVD	July 2016	9,100	0	7	3,300	0
00650025 - 00162574	DUNES WEST GOLF & RIVER CLUB	3480 DUNES WEST BLVD	July 2016	1,800	0	7	800	0
00180150 - 00163080	PLEASANT PROPERTY RENTALS	918 SEA GULL DR	July 2016	55,600	2	7	22,000	2
00457608 - 00163155	RAINMAKER MGMT INC	1333 THEATER DR	July 2016	119,300	4	7	57,500	6
00180145 - 00163080	PLEASANT PROPERTY RENTALS	922 SEA GULL DR	July 2016	93,900	3	7	61,200	7
00201075 - 00162779	ALDI	613 JOHNNIE DODDS BLVD	October 2016	6,400	0	6	4,600	1
00012780 - 00160147	NICE COLEMAN BLVD	201 COLEMAN BLVD	October 2015	11,100	0	6	6,400	1
00785535 - 00083953	EAST COOPER BAPTIST CHURCH	361 EGYPT RD	July 2016	7,700	0	6	6,000	1
00072750 - 00163586	TRIDENT GENERAL DENTISTRY	902 COLEMAN BLVD	October 2016	18,800	1	6	7,000	1
00763085 - 00164066	SOUTHSTAR CAPITAL LLC	900 WANDO PARK BLVD	July 2016	88,200	3	6	50,900	6
00064240 - 00164366	SMOKE BBQ LLC	713 COLEMAN BLVD	October 2016	6,200	0	5	3,000	0
00762950 - 00103171	IMI MT PLEASANT LLC	1242 BELK DR	July 2015	500	0	5	300	0
00433580 - 00164464	GHOST MONKEY BREWERY	522 WANDO LN	October 2016	29,400	1	5	11,400	1
00456140 - 00163696	CHIPOTLE MEXICAN GRILL	1509 N HIGHWAY 17	January 2017	32,300	1	5	32,300	4
00793335 - 00163145	ML BRIDGESIDE APARTMENTS LLC	200 BAYFRONT DR	July 2016	1,600	0	4	1,000	0
00151070 - 00164689	BEACH BROOKGREEN LLC C/O BEACH COMPANY	730 COLEMAN BLVD	October 2016	2,100	0	4	1,100	0
00062880 - 00162686	LENNON CONSTRUCTION COMPANY	835 COLEMAN BLVD	January 2017	6,700	0	4	6,700	1
00356974 - 00164228	BENESSERE CLUBS LLC	1909 N HIGHWAY 17 STE P	January 2017	600	0	4	600	0
00433700 - 00164295	EDGEWATER PLANTATION OWNER LLC	100 EIGHTY OAK AVE	October 2016	9,300	0	4	5,100	1
00454908 - 00163754	TD & L SOUTH CAROLINA LLC	1501 N HIGHWAY 17 UNIT J	October 2016	13,100	0	4	12,700	1
00736040 - 00162509	ROPER ST FRANCIS PHYSICIAN NETWORK	1101 BOWMAN RD	April 2016	4,100	0	4	4,100	0
00795850 - 00164964	JUPITER HOLDINGS LLC	1104 STOCKADE LN	January 2017	149,300	5	3	75,100	8
00738300 - 00164916	HOLIDAY INN MT PLEASANT	250 JOHNNIE DODDS BLVD	October 2016	653,400	24	3	398,100	43
00756990 - 00165299	HEATWORKS TECHNOLOGIES INC	2353 N HIGHWAY 17	January 2017	12,500	0	3	9,700	1
00795535 - 00164630	BEACH CLUB @ CHARLESTON HARBOR RESORT	28 PATRIOTS POINT RD	October 2016	482,600	17	3	370,000	40
00793175 - 00165153	TIDES IV CONDOMINIUM ASSOCIATION	155 WINGO WAY	January 2017	73,000	3	2	73,000	8
00425050 - 00078585	WONDERS WORKS	624 LONG POINT RD UNIT L	January 2017	400	0	2	400	0
00430059 - 00165226	ENCORE MUSIC	535 LONG POINT RD	October 2016	1,100	0	2	1,100	0
00473850 - 00168290	SUNOCO INC	2978 N HIGHWAY 17	January 2017	46,700	2	2	32,700	4

00784350 - 00165487	MID AMERICA APARTMENTS LP DBA 1201 MIDTO\1400 CALIPER OAK CIR	January 2017	99,600	4	1	99,600	11
00784345 - 00165487	MID AMERICA APARTMENTS LP DBA 1201 MIDTO\1475 CALIPER OAK CIR	January 2017	71,300	3	1	71,300	8
00784340 - 00165487	MID AMERICA APARTMENTS LP DBA 1201 MIDTO\1500 CALIPER OAK CIR	January 2017	99,200	4	1	99,200	11
00784330 - 00165487	MID AMERICA APARTMENTS LP DBA 1201 MIDTO\1201 CENTRAL HAVEN DR UN	January 2017	197,000	7	1	197,000	21
00151050 - 00168426	JELLY SIDE UP 794 COLEMAN BLVD	January 2017	1,100	0	1	1,100	0
00796420 - 00165429	PRIMROSE SCHOOL OF MOUNT PLEASANT 2674 BRICKSIDE LN	January 2017	14,700	1	1	14,700	2
00443510 - 00168504	DEE NORTON LOWCOUNTRY CHILDRENS CENTE677 LONG POINT RD	January 2017	300	0	1	300	0
00223800 - 00165298	J&E CHARLESTON ENTERPRISES LLC DBA BLO B905 HOUSTON NORTHCUTT E	January 2017	600	0	1	600	0
00455221 - 00164789	STUART ENGALS HARBOR CENTER LLC 1435 STUART ENGALS BLVD	October 2016	3,700	0	1	3,700	0
00457636 - 00164148	NAPA - MOUNT PLEASANT LLC 1324 THEATER DR	January 2017	44,400	2	1	44,400	5
				0			
				0			

# of REU	Acct Status	Acct Type	Cycle	diff quart	diff month
344	AC	CO	01	176	157
304	AC	CO	01	150	143
200	AC	CO	02	123	105
300	AC	CO	02	168	97
152	AC	CO	01	105	95
208	AC	CO	01	134	92
162	AC	CO	01	109	86
128	AC	CO	02	83	76
133	AC	CO	01	78	76
200	AC	CO	02	98	65
120	AC	CO	02	69	63
76	AC	CO	01	48	46
100	AC	CO	01	57	45
84	AC	CO	01	48	41
110	AC	CO	02	48	38
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62	AC	CO	01	33	28
100	AC	CO	01	54	28
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40	AC	CO	02	29	25
39	AC	CO	02	27	24
24	AC	CO	02	24	24
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72	AC	CO	02	31	23
98	AC	CO	01	24	23
42	AC	CO	02	27	22
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3	AC	CO	03	1	0
2	AC	CO	01	1	0
3	AC	CO	01	0	0
3	AC	CO	01	0	0
2	AC	CO	01	0	0
4	AC	CO	01	1	0
4	AC	CO	01	2	0
2	AC	CO	01	0	0
15	AC	CO	01	2	0
2	AC	CO	04	1	0
2	AC	CO	01	0	0
19	AC	CO	01	3	0
15	AC	CO	01	1	0
2	AC	CO	01	0	0
2	AC	CO	01	0	0
3	AC	CO	01	0	0
3	AC	CO	04	1	0
4	AC	CO	01	1	0
5	AC	CO	02	1	0
34	AC	CO	01	4	0
9	AC	CO	02	3	0
6	AC	CO	02	1	0
2	AC	CO	01	1	0
2	AC	CO	04	0	0
2	AC	CO	01	1	0
2	AC	CO	01	0	0
5	AC	CO	02	1	0
4	AC	CO	01	1	-1
3	AC	CO	02	0	-1
5	AC	CO	02	2	-1
2	AC	CO	01	0	-1
3	AC	CO	02	1	-1
7	AC	CO	01	1	-1
4	AC	CO	02	1	-1
6	AC	CO	01	1	-1
2	AC	CO	04	0	-1
14	AC	CO	01	2	-1
9	AC	CO	02	3	-1
2	AC	CO	01	-1	-1
11	AC	CO	01	0	-1
2	AC	CO	02	1	-1
3	AC	CO	04	0	-1
4	AC	CO	02	1	-1
2	AC	CO	01	0	-1
3	AC	CO	01	0	-1
2	AC	CO	02	1	-1
2	AC	CO	03	0	-1
2	AC	CO	04	0	-1
2	AC	CO	01	0	-1

3	AC	CO	02	-1	-1
7	AC	CO	02	-1	-1
2	AC	CO	01	0	-1
2	AC	CO	04	-1	-1
2	AC	CO	03	0	-1
3	AC	CO	02	0	-1
2	AC	CO	04	0	-1
2	AC	CO	01	0	-1
2	AC	CO	01	0	-1
8	AC	CO	04	2	-1
3	AC	CO	01	0	-1
4	AC	CO	04	0	-1
2	AC	CO	04	-1	-1
2	AC	CO	01	0	-1
2	AC	CO	02	0	-1
2	AC	CO	01	-1	-1
8	AC	CO	04	0	-1
2	AC	CO	02	0	-1
3	AC	CO	01	0	-1
6	AC	CO	01	-1	-1
4	AC	CO	02	0	-1
26	AC	CO	01	1	-1
6	AC	CO	01	0	-1
3	AC	CO	01	-1	-1
2	AC	CO	01	0	-1
3	AC	CO	01	-1	-1
7	AC	CO	01	-1	-1
2	AC	CO	04	-1	-1
14	AC	CO	04	0	-1
8	AC	CO	02	2	-1
3	AC	CO	03	0	-1
2	AC	CO	03	0	-1
2	AC	CO	04	-1	-1
3	AC	CO	01	0	-1
9	AC	CO	01	0	-1
28	AC	CO	02	-1	-2
34	AC	CO	02	0	-2
4	AC	CO	01	-1	-2
14	AC	CO	03	5	-2
2	AC	CO	01	0	-2
3	AC	CO	02	-1	-2
3	AC	CO	02	1	-2
4	AC	CO	01	-1	-2
7	AC	CO	01	0	-2
3	AC	CO	04	0	-2
2	AC	CO	04	0	-2
2	AC	CO	01	-2	-2
7	AC	CO	01	1	-2
3	AC	CO	01	0	-2
2	AC	CO	01	-1	-2
9	AC	CO	01	0	-2
4	AC	CO	03	0	-2
2	AC	CO	03	0	-2
4	AC	CO	04	2	-2
2	AC	CO	01	1	-2
3	AC	CO	02	-1	-2
3	AC	CO	04	-1	-2
17	AC	CO	01	-1	-2
4	AC	CO	03	-2	-2
2	AC	CO	01	-2	-2

2	AC	CO	03	-1	-2
2	AC	CO	01	-2	-2
2	AC	CO	01	-2	-2
4	AC	CO	02	-1	-2
2	AC	CO	04	-2	-2
2	AC	CO	04	-1	-2
4	AC	CO	01	-1	-3
2	AC	CO	02	-2	-3
2	AC	CO	02	-1	-3
2	AC	CO	01	-1	-3
2	AC	CO	01	-2	-3
3	AC	CO	02	-2	-3
18	AC	CO	01	5	-3
2	AC	CO	01	-2	-3
2	AC	CO	01	-2	-3
3	AC	CO	01	0	-3
3	AC	CO	02	0	-3
4	AC	CO	02	0	-3
2	AC	CO	01	-1	-3
2	AC	CO	01	-1	-3
6	AC	CO	01	-1	-3
3	AC	CO	01	-3	-3
3	AC	CO	02	-2	-3
4	AC	CO	01	-1	-3
8	AC	CO	03	0	-3
5	AC	CO	01	0	-3
2	AC	CO	01	-3	-3
3	AC	CO	01	-3	-3
6	AC	CO	01	-2	-3
3	AC	CO	02	0	-3
3	AC	CO	01	-3	-3
2	AC	CO	01	-2	-3
6	AC	CO	03	-1	-3
5	AC	CO	01	0	-3
3	AC	CO	03	-1	-3
7	AC	CO	01	-1	-4
4	AC	CO	01	0	-4
5	AC	CO	01	-2	-4
4	AC	CO	02	-1	-4
2	AC	CO	02	-1	-4
16	AC	CO	03	2	-4
2	AC	CO	04	-1	-4
4	AC	CO	02	-2	-4
4	AC	CO	01	-1	-4
10	AC	CO	01	-3	-4
2	AC	CO	03	-1	-4
11	AC	CO	04	-3	-4
2	AC	CO	03	-1	-4
4	AC	CO	02	-2	-4
6	AC	CO	01	-3	-4
9	AC	CO	01	0	-4
24	AC	CO	01	5	-4
6	AC	CO	01	0	-4
5	AC	CO	02	-3	-4
2	AC	CO	02	-3	-4
3	AC	CO	02	-3	-4
20	AC	CO	02	-3	-4
5	AC	CO	01	-4	-5
37	AC	CO	02	2	-5
19	AC	CO	01	0	-5
18	AC	CO	01	2	-5

6	AC	CO	01	-3	-5
2	AC	CO	01	-2	-5
2	AC	CO	01	0	-5
4	AC	CO	03	-3	-5
12	AC	CO	02	0	-5
3	AC	CO	01	-4	-5
11	AC	CO	01	0	-5
14	AC	CO	01	-4	-5
9	AC	CO	01	-1	-5
11	AC	CO	01	-4	-5
15	AC	CO	01	-4	-5
14	AC	CO	01	0	-6
4	AC	CO	04	-3	-6
2	AC	CO	03	-3	-6
2	AC	CO	01	-1	-6
2	AC	CO	04	-3	-6
4	AC	CO	01	-2	-6
28	AC	CO	01	-4	-6
3	AC	CO	01	-3	-7
7	AC	CO	01	-3	-7
2	AC	CO	03	-3	-7
6	AC	CO	01	-4	-7
5	AC	CO	01	-7	-8
13	AC	CO	01	-5	-8
3	AC	CO	02	-1	-8
10	AC	CO	01	-5	-8
41	AC	CO	01	-2	-8
18	AC	CO	01	-8	-9
20	AC	CO	03	-5	-9
6	AC	CO	01	-4	-10
2	AC	CO	03	-8	-10
37	AC	CO	01	-5	-10
10	AC	CO	02	-5	-11
44	AC	CO	01	-8	-11
3	AC	CO	01	-9	-11
6	AC	CO	03	-4	-11
3	AC	CO	02	-8	-11
2	AC	CO	04	-8	-12
26	AC	CO	01	0	-12
38	AC	CO	01	-2	-12
4	AC	CO	01	-8	-12
4	AC	CO	01	-5	-12
23	AC	CO	01	-6	-13
15	AC	CO	03	-10	-13
32	AC	CO	04	-7	-14
3	AC	CO	02	-4	-14
6	AC	CO	01	-3	-14
33	AC	CO	01	-7	-14
15	AC	CO	01	-9	-14
6	AC	CO	03	-10	-14
18	AC	CO	03	-7	-15
3	AC	CO	02	-12	-17
11	AC	CO	01	-12	-17
22	AC	CO	01	-15	-17
19	AC	CO	01	2	-17
16	AC	CO	04	-9	-18
15	AC	CO	01	-6	-18
13	AC	CO	01	-15	-18
28	AC	CO	01	-12	-18
10	AC	CO	01	-14	-19
6	AC	CO	01	-9	-19

2	AC	CO	03	-10	-19
9	AC	CO	03	-15	-20
47	AC	CO	01	-9	-20
37	AC	CO	01	-14	-21
10	AC	CO	01	-13	-21
47	AC	CO	02	-3	-24
6	AC	CO	01	-22	-24
41	AC	CO	01	-13	-25
5	AC	CO	03	-13	-26
4	AC	CO	01	-13	-26
5	AC	CO	04	-13	-26
57	AC	CO	01	-15	-27
29	AC	CO	01	-17	-27
8	AC	CO	01	-17	-31
15	AC	CO	01	-22	-32
20	AC	CO	04	-15	-34
67	AC	CO	01	-17	-34
70	AC	CO	01	-9	-35
10	AC	CO	01	-41	-61
15	AC	CO	02	-61	-77
76	AC	CO	01	-23	-81
67	AC	CO	04	-68	-84
78	AC	CO	01	43	25
148	AC	CO	02	61	17
10	AC	CO	02	9	8
14	AC	CO	01	1	1
3	AC	CO	01	1	1
4	AC	CO	03	1	1
5	AC	CO	01	1	1
11	AC	CO	01	7	0
2	AC	CO	03	1	0
5	AC	CO	01	1	-2
2	AC	CO	01	-2	-8
37	AC	CO	02	-12	-17
13	AC	CO	03	-6	-20
5	AC	CO	02	5	5
5	AC	CO	03	4	4
4	AC	CO	01	3	2
4	AC	CO	01	3	2
2	AC	CO	02	2	2
4	AC	CO	02	2	1
4	AC	CO	01	1	1
4	AC	CO	01	2	1
2	AC	CO	04	0	0
4	AC	CO	01	0	0
2	AC	CO	04	0	-1
3	AC	CO	01	1	-1
3	AC	CO	01	-2	-3
3	AC	CO	01	-5	-7
2	AC	CO	04	-4	-15
106	AC	CO	04	15	-66
24	AC	CO	01	19	19
8	AC	CO	04	5	5
2	AC	CO	01	1	0
12	AC	CO	03	0	-2
2	AC	CO	01	0	-3
2	AC	CO	01	0	-3
4	AC	CO	01	-4	-5
16	AC	CO	02	-9	-20
10	AC	CO	01	9	8
14	AC	CO	03	5	4

2	AC	CO	04	2	2
4	AC	CO	04	2	1
2	AC	CO	02	2	1
2	AC	CO	04	1	0
2	AC	CO	01	-5	-10
5	AC	CO	01	-8	-11
9	AC	CO	01	1	0
6	AC	CO	01	1	-2
9	AC	CO	01	-5	-24
54	AC	CO	01	7	-25
31	AC	CO	03	20	17
31	AC	CO	03	16	8
4	AC	CO	01	2	1
3	AC	CO	01	2	1
2	AC	CO	02	1	1
3	AC	CO	02	1	1
13	AC	CO	02	6	4
3	AC	CO	01	2	2
2	AC	CO	02	2	2
2	AC	CO	02	2	2
4	AC	CO	02	2	1
6	AC	CO	04	3	1
2	AC	CO	01	1	0
5	AC	CO	01	3	0
13	AC	CO	02	5	-2
2	AC	CO	02	-1	-3
3	AC	CO	03	-5	-9
9	AC	CO	02	-13	-24
5	AC	CO	02	5	5
2	AC	CO	01	1	1
4	AC	CO	03	-4	-5
2	AC	CO	01	-3	-10
5	AC	CO	01	-3	-10
2	AC	CO	03	-9	-17
15	AC	CO	01	14	14
31	AC	CO	01	14	13
16	AC	CO	01	10	9
15	AC	CO	01	8	7
11	AC	CO	03	8	7
11	AC	CO	04	8	7
8	AC	CO	01	7	7
14	AC	CO	01	7	5
3	AC	CO	04	3	3
3	AC	CO	04	3	3
4	AC	CO	01	3	2
7	AC	CO	01	3	2
4	AC	CO	01	2	2
4	AC	CO	01	2	2
2	AC	CO	01	2	2
4	AC	CO	01	2	2
2	AC	CO	01	2	1
4	AC	CO	01	0	0
2	AC	CO	01	0	-1
5	AC	CO	01	4	4
4	AC	CO	04	4	3
3	AC	CO	01	2	2
2	AC	CO	01	1	1
2	AC	CO	01	1	0
8	AC	CO	04	-2	-3
4	AC	CO	02	1	-4
40	AC	CO	02	40	40

36	AC	CO	01	16	10
2	AC	CO	02	2	2
2	AC	CO	01	1	0
3	AC	CO	01	0	-1
5	AC	CO	01	-10	-13
232	AC	CO	01	146	136
5	AC	CO	03	4	2
4	AC	CO	01	3	2
2	AC	CO	01	2	2
2	AC	CO	01	2	2
3	AC	CO	02	-1	-1
6	AC	CO	01	-2	-6
3	AC	CO	01	3	3
37	AC	CO	01	8	2
2	AC	CO	01	2	1
4	AC	CO	02	3	3
2	AC	CO	01	2	2
2	AC	CO	02	1	0
8	AC	CO	04	0	-4
12	AC	CO	04	-11	-13
3	AC	CO	01	1	1
2	AC	CO	04	1	0
40	AC	CO	01	23	18
16	AC	CO	01	15	14
8	AC	CO	01	6	5
2	AC	CO	02	2	2
2	AC	CO	01	2	2
5	AC	CO	02	1	0
6	AC	CO	02	0	-2
2	AC	CO	02	-2	-3
49	AC	CO	01	44	40
49	AC	CO	01	36	31
5	AC	CO	01	5	5
3	AC	CO	04	3	3
4	AC	CO	01	2	2
6	AC	CO	01	2	0
4	AC	CO	01	1	-3
16	AC	CO	01	16	16
4	AC	CO	01	4	3
3	AC	CO	02	3	2
2	AC	CO	01	1	1
2	AC	CO	02	-1	-4
3	AC	CO	01	3	3
2	AC	CO	01	2	2
3	AC	CO	02	2	2
5	AC	CO	01	4	1
49	AC	CO	01	49	49
17	AC	CO	01	17	17
5	AC	CO	01	5	4
3	AC	CO	01	3	3
3	AC	CO	02	3	2
3	AC	CO	01	3	2
2	AC	CO	01	2	2
35	AC	CO	03	30	27
68	AC	CO	02	44	25
2	AC	CO	03	2	1
31	AC	CO	01	14	-9
40	AC	CO	02	37	32
8	AC	CO	02	8	8
3	AC	CO	02	3	3
2	AC	CO	04	0	-2

36	AC	CO	01	32	25
29	AC	CO	01	26	21
30	AC	CO	01	26	19
31	AC	CO	01	24	10
7	AC	CO	01	7	7
5	AC	CO	04	4	3
3	AC	CO	02	3	3
2	AC	CO	01	2	2
2	AC	CO	01	2	2
6	AC	CO	01	4	1

EXHIBIT L

This exhibit has been marked “confidential” by MPW. Therefore, per the agreement of the parties, the exhibit will be provided to chambers for *in camera* review pursuant to Paragraph 7 of the Confidentiality Order. Plaintiff respectfully requests this exhibit be made part of the record.

EXHIBIT M

This exhibit has been marked “confidential” by MPW. Therefore, per the agreement of the parties, the exhibit will be provided to chambers for *in camera* review pursuant to Paragraph 7 of the Confidentiality Order. Plaintiff respectfully requests this exhibit be made part of the record.

EXHIBIT N

From: Joe Crea
Date: March 31, 2017 4:42:00 PM (-04)
To: George Raftelis
Subject: **RE: RPM Mt. Pleasant, Inc., et al. v. MPW**

Attachments:

Thanks for the update, George.

The email from the attorney does a nice job of defending the position and charges assessed by MPW. I'll await further news.

Have a good weekend and enjoy watching the games!

Joe

Joe Crea

513.235.3074

Raftelis Financial Consultants, Inc. www.raftelis.com

RFC is a Registered Municipal Advisor with the MSRB and SEC under the Dodd-Frank Act and is fully qualified and capable of providing advice related to all aspects of utility financial and capital planning, including the size, timing, and terms of future debt issues. Any opinion, information, or recommendation included in this email correspondence related to the size, timing, and terms of a future debt issue may be relied upon only for its intended purpose. This information is not intended as a recommendation to undertake a specific course of action related to the issuance of debt, or to indicate that a particular set of assumptions for the size, timing, and terms of issuing debt will be available at the time debt is actually issued.

From: George Raftelis
Sent: Friday, March 31, 2017 10:08 AM
To: Joe Crea <jcrea@raftelis.com>
Subject: FW: RPM Mt. Pleasant, Inc., et al. v. MPW

FYI.

I talked with Clay yesterday and he mentioned there has been no movement except this letter from his attorney to the plaintiff's attorney.

George

From: Clay Duffie [<mailto:clayduffie@mpwonline.com>]
Sent: Thursday, March 30, 2017 4:19 PM
To: George Raftelis <graftelis@raftelis.com>
Subject: Fwd: RPM Mt. Pleasant, Inc., et al. v. MPW

FYI as requested

Sent from my iPhone

Begin forwarded message:

From: Chip Bruorton <cbruorton@rrhlawfirm.com>
Date: March 24, 2017 at 1:34:13 PM EDT
To: Clay Duffie <clayduffie@mpwonline.com>
Subject: RE: RPM Mt. Pleasant, Inc., et al. v. MPW

He did not.

Chip Bruorton
|Attorney at Law|

151 Meeting Street, Suite 400
Charleston SC 29401
|office| 843-577-6726
|fax| 843-724-8036
|direct phone| (843) 266-8119
|direct fax| (843) 266-2261
cbruorton@rrhlawfirm.com
[V-Card](#)
www.rrhlawfirm.com



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From: Clay Duffie [<mailto:clayduffie@mpwonline.com>]
Sent: Friday, March 24, 2017 1:01 PM
To: Chip Bruorton <cbruorton@rrhlawfirm.com>
Subject: RE: RPM Mt. Pleasant, Inc., et al. v. MPW

Chip, was out of office at funeral, did not see prior to sending. Did he indicate when he would respond?

From: Chip Bruorton [<mailto:cbruorton@rrhlawfirm.com>]
Sent: Friday, March 24, 2017 11:51 AM
To: Clay Duffie <clayduffie@mpwonline.com>; Rick Crosby
 <rickcrosby33@gmail.com>
Cc: David Jennings <djennings@rrhlawfirm.com>
Subject: FW: RPM Mt. Pleasant, Inc., et al. v. MPW

Clay and Rick,

Please see below the email exchange with potential class action counsel regarding MPW's position on REU allocation.

Chip

Chip Bruorton
|Attorney at Law|

151 Meeting Street, Suite 400

Charleston SC 29401

|office| 843-577-6726

|fax| 843-724-8036

|direct phone| (843) 266-8119

|direct fax| (843) 266-2261

cbruorton@rrhlawfirm.com

[V-Card](#)

www.rrhlawfirm.com



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From: Chip Bruorton

Sent: Friday, March 24, 2017 11:48 AM

To: 'James Bradley' <jbradley@rpwb.com>

Cc: David Jennings <djennings@rrhlawfirm.com>; Michael Brickman
 <mbrickman@rpwb.com>; Alex Apostolou <alex@apostoloulaw.net>

Subject: RE: RPM Mt. Pleasant, Inc., et al. v. MPW

THIS EMAIL IS FOR SETTLEMENT PURPOSES ONLY

Jim,

David and I have had a chance to discuss your client's allegations with the Commissioners and management of Mount Pleasant Waterworks ("MPW").

MPW's basic facilities charge calculations are acceptable within the industry and used by numerous municipalities throughout the country. The development of the basic facilities charge calculation is based on a published concept relied upon by water and sewer service providers. MPW used a consultant to develop its basic facilities charge calculations and is continually relying upon historical data to assist a business owner in establishing REUs. The customer always has the right to ask for a reduction in the number of allocated REUs and MPW addresses each request on an individual basis, just as it did for Kickin Chicken when it recently changed locations in Mount Pleasant. As I understand it, Kickin Chicken was previously allocated 9 or 10 REUs and was only using between 4 – 6 REUs on a consistent basis. When Kickin Chicken moved to its new location, MPW worked with Kickin Chicken representatives and came up with an agreed upon 7 REU allocation for the new building. Kickin Chicken, who has not sought reduction in the past from MPW, knew its history of REU consumption yet it agreed to establish an allocation of 7 REUs for its new location.

Capacity is an asset and capacity is what MPW must present to DHEC as part of its water and wastewater use capacity management plan. Without the REU designations, MPW would have no way of designating its capacity from DHEC that MPW is allocated on a monthly basis from our state's natural resources. Each MPW customer is different as to the amount of capacity they pay for. The practice of paying for capacity versus actual volumetric consumption is a reasonable accepted practice. MPW's actions cannot be considered unreasonable if the actions are acceptable within the industry and practiced by other similarly situated municipalities. MPW's rates are also non-discriminatory as the basic facilities charge is the same for all customers, whether commercial or residential. The designation of REUs to its customers is based upon engineering analysis, historical data, and input from the business owner as to the capacity of use a business estimates it will use. I do not believe that MPW has an independent duty to go to each of its customers on a regular basis and let them know they are being billed x REUs, but only consuming y REUs. The customer knows the number of REUs it is designated and receives a bill each month with its consumption. It is incumbent upon the customer to seek a reduction if it determines that its allocated capacity is more than its anticipated highest use. If the customer would like to reduce the amount of capacity allotted for its property, MPW freely considers and approves those types of request. The form for a requested reduction, which is on MPW's website, is attached for your reference.

REUs and Impact Fees are separate and distinct. The impact fees are charges assessed against a new development in order to recover the capital costs that are required to expand MPW's water and wastewater infrastructure. The REUs are the anticipated capacity a property needs on a monthly basis. MPW calculates the impact fee based on the anticipated capacity. Meaning the impact fee takes into account the size of the line that will be needed, the length of the line that will be needed, and whether any upgrades to wastewater collection, transmission and pump equipment will be necessary. Those impact fees are the capital cost of the impact on MPW's overall water and wastewater systems. The REUs are the designated monthly use capacity for a piece of property that is allocated within the established water and wastewater system.

Your proposed pre-suit resolution is difficult given that there is not a current certified class. Also, MPW knows of commercial customers who do not want their capacity allocation to be reduced. Those customers do not seek, nor want

reimbursement for unused REUs as they have reserved the capacity for anticipated future development. If REUs for a property are reduced and the property owner later develops the property and has to increase its capacity allocation, the property owner would be subject to impact fees at today's rates rather than those in place at the time the property was first allocated capacity. At the present time, MPW does not believe a change in how it allocates and charges for capacity needs to be changed. Your proposed resolution of charging a basic facilities charge based on consumed REUs going forward is not currently feasible under MPW's billing system.

On MPW's website are MPW's Guidelines for Development, which provides the referenced REU reduction request form. Further, MPW Policy Section 5.3.2, 5.3.3 and 5.4 address the allocation of capacity and provide the customer with MPW's policy to reduce allocated REUs upon the customer's request. Specifically, MPW Policy 5.3.3 states as follows:

"If a property uses less water than allowed by the number of REUs that were assigned to the property or for which impact fees were paid, the property owner may request in writing to MPW for a reduction in the REUs applicable for the property in order to reduce the monthly water and wastewater Basic Facilities Charge that must be paid for each REU applicable to the property. If REUs are reduced for a property, there will be no refund of previously paid impact fees and usage of the water and wastewater systems may not be increased thereafter without the payment of additional impact fees."

In the spirit of compromise, any potential class member that would like its REUs reduced is welcome to seek a reduction from MPW, which will not be unreasonably denied. MPW will not be issuing refunds for prior unused capacity, nor paying attorneys fees for these potential claims.

Please give me a call if you would like to discuss this issue further. I would like to know if it is still your intention to pursue these claims.

Thanks,
Chip

Chip Bruorton

[Attorney at Law]

151 Meeting Street, Suite 400

Charleston SC 29401

| office | 843-577-6726

| fax | 843-724-8036

| direct phone | (843) 266-8119

| direct fax | (843) 266-2261

cbruorton@rrhlawfirm.com

[V-Card](#)

www.rrhlawfirm.com



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From: James Bradley [<mailto:jbradley@rpwb.com>]

Sent: Monday, March 20, 2017 11:26 AM

To: Chip Bruorton <cbruorton@rrhlawfirm.com>

Cc: David Jennings <djennings@rrhlawfirm.com>; Michael Brickman <mbrickman@rpwb.com>; Alex Apostolou <alex@apostoloulaw.net>

Subject: RE: RPM Mt. Pleasant, Inc., et al. v. MPW

THIS EMAIL IS FOR SETTLEMENT PURPOSES ONLY

Chip,

I wanted to get back to you regarding a potential pre-suit resolution as you requested. As goes without saying, this email is intended for settlement purposes only and is not intended to limit the scope of any lawsuit we may file or any remedy we may seek in such a lawsuit.

As an initial matter, MPW's position that the Basic Facility Charge is a payment for "capacity" appears entirely inconsistent with the Cost Recovery Policy. This is especially true given the large Impact Fees a business must pay upfront. As currently drafted, our complaint does not address challenge the Impact Fees or the initial assignment of REUs, on which the Impact Fees are based. Thus, the potential pre-suit resolution we would propose would not seek to change the process for assigning REUs, charging Impact Fees, or imposing excess-use charges based on the assigned REUs. However, our complaint does challenge the way Basic Facility Charges are calculated, and our proposed pre-suit resolution would seek to align the way Basic Facility Charges are calculated with their stated purpose.

In light of the large Impact Fees a business must pay and the stated purpose of the Basic Facility Charges, we believe the fairest approach would be to charge businesses the same Basic Facility Charges as residences. That said, at the very least the Basic Facility Charges should be calculated based on the monthly REUs actually consumed (rather than the assigned REUs). Thus, we would propose a pre-suit resolution whereby MPW would reimburse the class members for Basic Facility Charges on unused REUs for the applicable limitations period and would charge Basic Facility Charges based on consumed REUs going forward.

Let's set up a call for later this week to discuss where we go from here. Thanks.

Jim

James C. Bradley

Richardson, Patrick, Westbrook & Brickman, LLC

From: Chip Bruorton [<mailto:cbruorton@rrhlawfirm.com>]

Sent: Wednesday, March 8, 2017 8:55 PM

To: James Bradley <jbradley@rpwb.com>

Cc: David Jennings <djennings@rrhlawfirm.com>

Subject: RPM Mt. Pleasant, Inc., et al. v. MPW

James,

I wanted to give you an update on where we are on our end after our discussions. David Jennings and I have had an opportunity to review the MPW policies (which are on the website) and discuss the claims with MPW management. The next Commissioners Meeting is scheduled for March 20th and we will have further discussions with them at that time. I will be leaving on a trip out of the country on Friday and be gone until March 18th. Why don't we plan to touch base after the Commissioners meeting on March 20th maybe later in that week? In the meantime, you were willing to approach us about whether there is a way to resolve the claim without it having to go into litigation. I know that one of the first questions I will get from the Commissioners is, what do they want?

In looking into the issues you have raised so far, the MPW policy provides an opportunity (without a time limitation) for an entity to request a reduction in the capacity they are paying for. Neither of the clients on your Complaint have asked for a reduction. However, Kickin Chicken's REU was reduced to 7 voluntarily by MPW when moving into their new building. The customer is paying for capacity, not usage. Even if a customer doesn't use all its REU's it is paying for the capacity to use that certain number each month, which MPW documents as part of its overall capacity plan with DHEC. The ramifications of a customer seeking a reduction in capacity, then finding themselves in a situation where they are continually going over and getting hit with excessive use charges causing them to have to ask for the REU's to be increased is extremely much more financially burdensome given the impact fees that would have to be paid at current rates to go up in REUs than to not use their allotted capacity each month.

So, what is the answer to the question I anticipate getting from the Commissioners? Do you have a proposal in mind as to what a potential resolution would look like? I am not necessarily asking for a dollar figure, but more of a structure. As in, what is the remedy being sought?

I look forward to hearing from you.

Chip

Chip Bruorton

[Attorney at Law]

151 Meeting Street, Suite 400

Charleston SC 29401

|office| 843-577-6726

|fax| 843-724-8036

|direct phone| (843) 266-8119

|direct fax| (843) 266-2261

cbruorton@rrhlawfirm.com

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EXHIBIT O

From: Joe Crea
 Date: November 09, 2017 12:05:00 PM (-06)
 To: 'Nicole Bates'
 Subject: **RE: sorry one more**

Attachments:

Nicole,

There isn't a universal term for this as it's a fairly unique practice. I'm slightly hesitant to call it a Capacity Reservation Fee because the impact fees are what a customer pays to "reserve" their rights to capacity in the system. It's almost like a "Capacity Reinstatement Fee" or "REU Restoration Fee." Not sure if either of those help at all.

Joe

Joe Crea

513.235.3074

Raftelis Financial Consultants, Inc. www.raftelis.com

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From: Nicole Bates [mailto:nbates@mpwonline.com]
Sent: Wednesday, November 8, 2017 8:07 PM
To: Joe Crea <jcrea@raftelis.com>
Subject: Re: sorry one more

Ok.

Our Cost Recovery Policy references a "Capacity Reservation Fee", but there is not a definition for this term within the document. I could not find much info about this term in general. In the index of the Raftelis book it said: see SDC for Capacity Use, but after I sent this email I read about about SDC and realized the terms were not interchangeable.

Yes, I am looking for the proper term for someone that lowers REUs but then wants to increase to their original allocation or somewhere under that. We will require them to pay either back BFC or Impact Fees whichever is less. So should I define Capacity Reservation Fee or is there a more universal term that can be used in its place?

Thanks, I appreciate your help. I guess some of those accolades and accomplishments must be true. Either way, you have a nice photo in an important looking book ;)

Nicole

On Nov 8, 2017, at 5:17 PM, Joe Crea <jcrea@raftelis.com> wrote:

What fee is this for, the charge of someone lowered their REU allocation by wants to have the ability to move back up in the future?

System development charges is a common name used for impact fees, so it may be confusing to use it for a different purpose.

Joe

Joe Crea
Manager @ Raftelis
513.235.3074

* Sent from my mobile phone, please excuse brevity and errors.

From: Nicole Bates <nbates@mpwonline.com>

Sent: Wednesday, November 8, 2017 4:25:58 PM

To: Joe Crea

Subject: sorry one more

Should we use "system development charges" instead of "capacity reservation fee"?

Thanks again,

Nicole

Nicole Bates

Customer Services Manager

Mount Pleasant Waterworks

843.814.2076 (m)

843.388.1152 (p)

843.388.1153 (f)

<image001.jpg>

EXHIBIT P

Mount Pleasant Waterworks

ANNUAL BUDGET DOCUMENT



Fiscal Year 2021

Mount Pleasant ❖ South Carolina



FY 2021 Annual Budget Document

- Provide sufficient revenue to fund the operating budget and the programs provided by the Commission
- Provide sufficient revenue to fund the recurring capital needs and/or assets with useful lives of less than 10 years
- Provide sufficient revenue to meet the debt service payments and coverage requirements
- Provide sufficient revenue to fund the reserve funds as established by the Cost Recovery Policy

In addition, the use of debt to fund the necessary capital improvements for expansion of the system and for the renewal and replacement of long-lived assets is part of the funding plan.

Rates and Charges

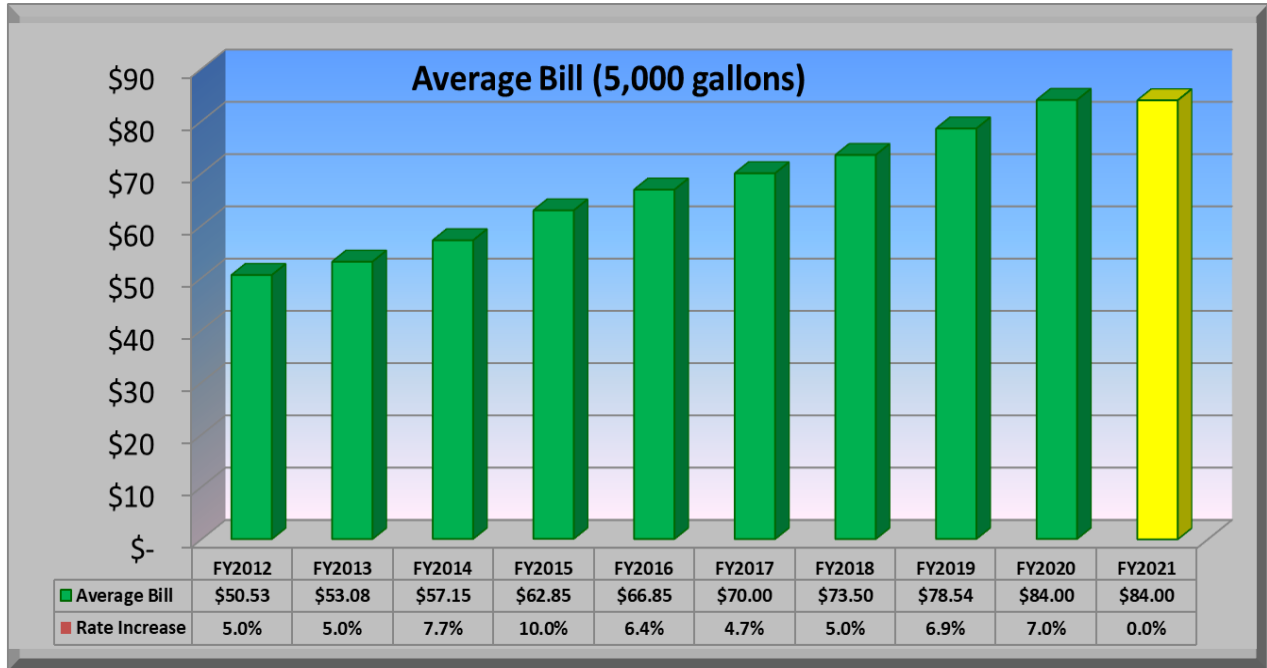
Each year rates are established based on ensuring that sufficient revenues are received to fully recover all costs of operating, maintaining and expanding the water and wastewater systems, which is the goal of the Cost Recovery Policy. These costs include daily system operating expenses; planned repair, renewal and/or replacement of aging capital assets; and payment of principal and interest on existing and projected debt. In addition, the budget and any rate adjustments must ensure that the legal obligations contained in the bond ordinance are also met. The table below reflects the impact of rate changes made over the past ten fiscal years on a typical residential customer's monthly and annual bills. As shown in the chart, the impact of the rate changes and their effective dates has averaged a 5.8% increase in the typical bill since FY 2012. Over the past five fiscal years, the typical bill has increased an average of approximately 4.7%.

	<i>Proposed</i>									
Rate Increase	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021
Water	5.0%	5.0%	7.7%	0.0%	0.0%	7.0%	5.0%	5.0%	5.6%	0.0%
Wastewater	5.1%	5.1%	7.7%	0.0%	0.0%	7.0%	5.0%	6.7%	5.6%	0.0%
BFC Water	5.0%	5.1%	7.8%	80.2%	33.3%	0.0%	5.0%	0.0%	5.6%	0.0%
BFC Wastewater	5.0%	5.0%	7.6%	33.8%	16.7%	0.0%	5.0%	13.6%	12.0%	0.0%
	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021
Volume - Water	\$3.60	\$3.78	\$4.07	\$4.07	\$4.07	\$4.35	\$4.57	\$4.80	\$5.08	\$5.08
Volume - Wastewater	\$4.33	\$4.55	\$4.90	\$4.90	\$4.90	\$5.25	\$5.51	\$5.89	\$6.22	\$6.22
BFC Water	\$2.94	\$3.09	\$3.33	\$6.00	\$8.00	\$8.00	\$8.40	\$8.40	\$8.88	\$8.88
BFC Wastewater	\$7.94	\$8.34	\$8.97	\$12.00	\$14.00	\$14.00	\$14.70	\$16.70	\$18.71	\$18.71
	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021
Average Bill	\$50.53	\$53.08	\$57.15	\$62.85	\$66.85	\$70.00	\$73.50	\$78.54	\$84.09	\$84.09
Rate Increase	5.0%	5.0%	7.7%	10.0%	6.4%	4.7%	5.0%	6.9%	7.1%	0.0%
	5-Year Average									4.7%
	10-Year Average									5.8%



FY 2021 Annual Budget Document

Furthermore, the graph below shows a progression of the annual increases in average bill as they relate to rate increases.



A display of rates per fiscal year for water and wastewater volume and BFC rates for the last ten years can be seen below.

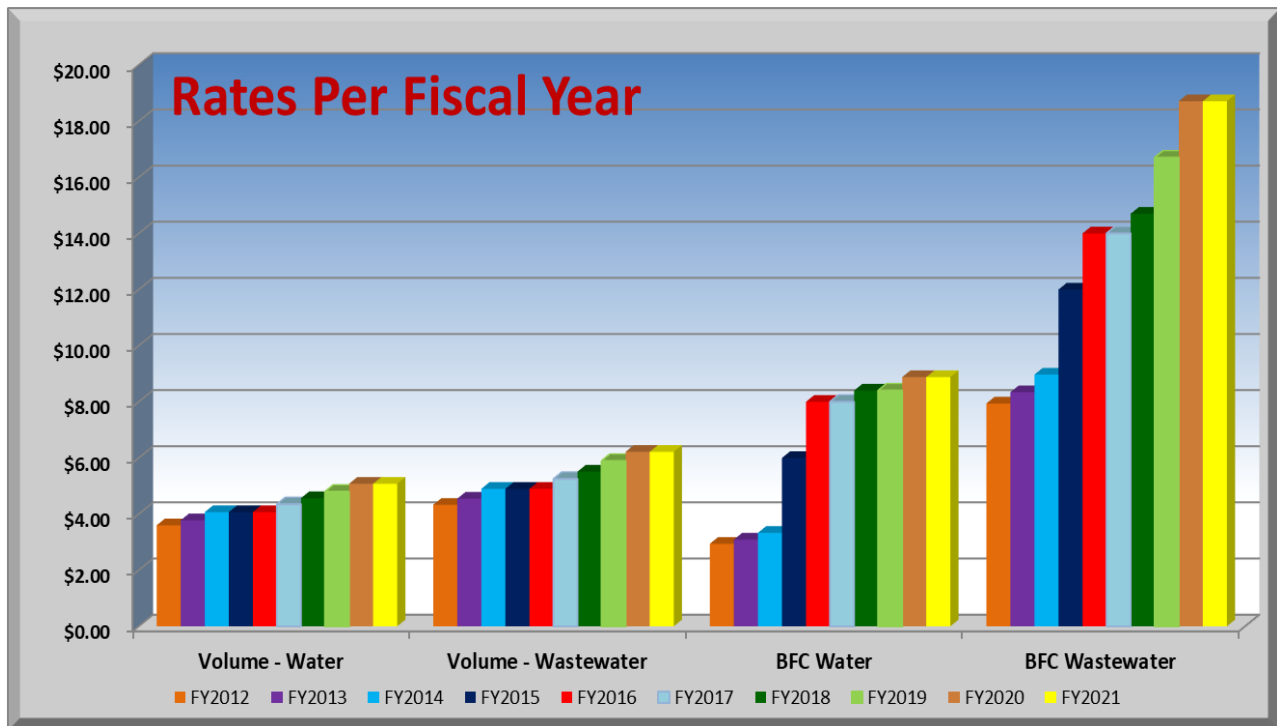


EXHIBIT Q

1 STATE OF SOUTH CAROLINA
2 COUNTY OF CHARLESTON
3 IN THE COURT OF COMMON PLEAS
4 FOR THE NINTH JUDICIAL CIRCUIT

5 SNEE FARM LAKES HOMEOWNER'S : CASE NO.
6 ASSOCIATION, INC., individually 2018-CP-10-2764
7 and on behalf of those similarly :
8 situated,

9 Plaintiff :

10 vs.

11 THE COMMISSIONERS OF PUBLIC :
12 WORKS FOR THE TOWN OF MOUNT
13 PLEASANT d/b/a MOUNT PLEASANT :
14 WATERWORKS,

15 Defendant

16 DEPONENT: MARK COFFIN

17 DATE: DECEMBER 9, 2020

18 TIME: 2:45 p.m.

19 LOCATION: ALL PARTIES PRESENT VIDEO
20 TELECONFERENCE

21 REPORTED BY: CAROL T. LUCIC, RPR, RMR
22 CLARK & ASSOCIATES, INC.

23 CHARLESTON, SC 29405

24 843-762-6294

25 WWW.CLARK-ASSOCIATES.COM

1 A P P E A R A N C E S

2

3 ON BEHALF OF THE PLAINTIFF:

4 McCULLOUGH KHAN, LLC

5 BY: ROSS A. APPEL, ESQ.

6 359 KING STREET, SUITE 200

7 CHARLESTON, SC 29401

8 and

9 McGOWAN, HOOD & FELDER, LLC

10 BY: JAMES L. WARD, JR., ESQ.

11 321 WINGO WAY, SUITE 103

12 MT. PLEASANT, SC 29464

13

14 ON BEHALF OF THE DEFENDANT:

15 ROSEN HAGOOD

16 BY: DAVID G. JENNINGS, ESQ.

17 151 MEETING STREET, SUITE 400

18 POST OFFICE BOX 893 (29402)

19 CHARLESTON, SC 29401

20 and

21 GALLIVAN, WHITE & BOYD, P.A.

22 BY: AMY L.B. HILL, ESQ.

23 1201 MAIN STREET

24 P.O. BOX 7368 (29202)

25 COLUMBIA, SC 29201

1 PRESENT: NICOLE BATES
2 CLAY DUFFIE
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MARK COFFIN
DECEMBER 9, 2020

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(Exhibits attached.)

1 Q. Well, you wrote in the CAFR that
2 commercial customers were provided the opportunity
3 to reduce their assigned REUs for unused excess
4 capacity. So surely you would agree with me that
5 there are commercial customers within MPW's system
6 that had REU assigned to their account that
7 corresponded to, quote, unused excess capacity, end
8 quote; right?

9 MS. HILL: Object to the form.

10 A. I couldn't answer that.

11 Q. Let's just say hypothetically that there
12 are customers in MPW's system, commercial
13 customers, who have more REU assigned to their
14 account than they're using. What is the effect on
15 those customers when you have a water base charge
16 almost double in amount between fiscal 2014 and
17 2015?

18 MS. HILL: Object to the form.

19 A. That increase in those periods was based
20 on the Commission's need to have more revenue
21 stability. This was a by-product of the 2008,
22 2009, 2010, financial downturn in the economy that
23 was a message to all utilities including Mount
24 Pleasant that our rates have got to be sufficient
25 to withstand any downturn in the economy and the

1 rates have to be set accordingly.

2 Q. So are you saying that the base charge
3 increases from fiscal year 2014 to 2015 were
4 intended to shift more of the costs for running the
5 utility into the base charge as opposed to the
6 volumetric charge?

7 A. Yes.

8 Q. Do you believe that during the 2014-2015
9 time period when these base charge increases were
10 being put into effect it would have been fair and
11 reasonable and equitable to notify the commercial
12 customers that had a, quote, unused excess capacity
13 on their account based on actual use data over
14 time?

15 MS. HILL: Object to the form.

16 A. I would say no.

17 Q. Earlier today when I talked to Mr. Duffie
18 about the 2014-2015 excessive use tier wastewater
19 audit, he told me the reason why MPW and the
20 Commissioners decided to reach out to the consumers
21 is because they were about to raise the excessive
22 use tiers on the wastewater tiers. Are you
23 familiar with any of that?

24 MS. HILL: Object to the form.

25 A. Yes.