

A G E N D A

SPECIAL MEETING, OCONEE COUNTY COUNCIL

THURSDAY, DECEMBER 29, 1994

8:30 AM

1. Call to Order
2. Invocation
3. Consideration of Proposed Contract for Purchase of Sludge Drying Machine for the Sewer Commission - Mr. Howard Adams, Chairman & Mr. Robert Winchester, Director
4. Consideration of Proposed Agreement and Assignment By and Between Oconee County and Square D
5. Old Business
6. New Business
7. Adjourn

MEMBERS, OCONEE COUNTY COUNCIL

Mrs. M. Fran Burrell, District I Mr. Harrison E. Orr, District II
Mr. Harry R. Hamilton, District III Mr. Roy B. Strickland, District IV
Mr. Alton K. Williams, District V

MINUTES, SPECIAL MEETING, OCONEE COUNTY COUNCIL

The Oconee County Council held a special meeting Thursday, December 29, 1994 at 8:30 am with all Council Members and the County Attorney present.

Members of the press notified (by mail):
Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WBFM Radio, WZLI/WLET Radio, WCCP Radio, WYFF TV & WLOS TV.

Press

There were no members of press present.

The meeting was called to order by Supervisor/Chairman Crain who welcomed the guests.

Call to Order

The invocation was given by Mr. Williams.

Invocation

Mr. Cain, County Attorney, presented the attached proposed contract to Council for the Sewer Commission to purchase a sludge drying machine.

Sewer Commission

Mr. Cain stated the contract was written for the Sewer Commission to use the machine for one hundred, eighty (180) days to determine if the machine performs according to the specifications that the contractor has set forth.

Mr. Cain further informed Council that one area of concern was the fact that the company could not secure a performance bond, therefore Mr. Cain put language into the contract to protect the Commission from any liens or subcontractor liens. The contract also provides for the removal of the sludge dryer from the Commission's property without cost to the Commission if it does not perform satisfactorily.

ENVIRONFAB will construct and let the Commission use the sludge dryer for a six (6) month period provided the Commission will pay one half the interest on the debt during that period of time.

Mr. Cain also informed Council that as the Sewer Commission cannot agree to pay interest on someone else's debt, he had written into the contract to pay a sum certain and include in that sum certain payment on that interest in that period of time.

Mr. Cain read from a letter from ENVIRONFAB which stated in part....."ENVIRONFAB is willing to take responsibility for your sludge for five years. We will establish a market for the material during this time as well as customers that will use the dried biosolids as a fertilizer..... All net profits generated during the five year period will be shared with Coneross Creek, 25%....."

He suggested the Commission be given the option of entering into such an agreement.

Mr. Cain also stated he wants confirmation from the State Revolving Loan Fund that they have no problem with such an arrangement.

Mr. Cain further asked that if Council adopted this contract that the Sewer Commission and the Administration be given the authority to make technical changes in the contract.

In further discussion Mr. Adams, Sewer Commission Chairman & Mr. Winchester, Sewer Commission Director, urged Council to vote in favor of the contract.

After further discussion, Mr. Crain stated that although he understood and appreciated the problems of the Sewer Commission in disposing of their sludge, he did not support the purchase of the sludge drying machine for the following reasons:

(1) Oconee County has entered into a Consent Order with DHEC extending the deadline to February 8, 1997 to be in a subtitle "D" landfill, in the Consent Order the County agreed to a research component which will likely use both solid waste and sewer sludge.

(2) Oconee County has applied for a vertical expansion at the Seneca Landfill and when it is received, the County can accept the sludge at the landfill again. However, the sludge will have to be dried somewhat.

(3) There are other options available to dispose of the sludge.

After further discussion regarding the need for sludge for the research component, Mr. Winchester stated it would be to the Sewer Commission's advantage to turn the dryer off and bring the sludge to the county if it were needed.

To Mr. Orr's inquiry regarding the regional landfill, Mr. Crain replied that requests for proposals had been requested, seventeen (17) received, five (5) of these firms were interviewed and negotiations were presently being conducted with the number one (1) firm.

Mr. Crain further informed Council that the option for the five hundred, twelve (512) acres would expire in January and then it would be a month to month option at \$20,000 per month. Clemson University does not want a landfill on their property, however, they will provide up to thirty (30) acres for a compost and research facility. He further stated he felt one hundred acres would be needed for these components. Mr. Crain also stated that a meeting with Clemson University had been requested.

After further discussion, Mr. Strickland made a motion, seconded by Mr. Orr that the proposed contract be adopted.

Upon recommendation of Mr. Cain, County Attorney, Mr. Orr made a motion, seconded by Mr. Strickland, approved 5 - 0 that the motion be amended to give the Sewer Commission Chairman and Supervisor-Chairman the authority to make technical necessary technical changes with the advice of Council.

The motion as amended was then adopted 5 - 0.

(See attached proposed contract and letter from ENVIRONFAB)

Mr. Crain presented the attached draft subrecipient agreement for the SC Coordinating Council for Economic Development Grants for Slumberger, Kendall and Square D.

Council will be considering these agreements after the County Attorney has had an opportunity to review it.

At the request of Mr. James, PRT Director, Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the number of persons at the Number 2 shelter at High Falls to limited to seventy-five (75) persons and the number of persons at the Number 2 shelter at Chau Ram be limited to fifty (50) persons.

PRT

Mrs. Burrell made a motion that shelters have to be reserved before being used. This motion died for lack of a second.

Mr. Harper made a motion, seconded by Mr. Williams, approved 5 - 0 that Mr. James have the permission of Council before sending a letter of intent to apply for any grants.

Upon recommendation of Mr. Jack Hirst, Solid Waste Director, Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the Solid Waste employees who work on holidays be paid from line item 016 049 00150 49122.

Mrs. Burrell made a motion, seconded by Mr. Harper, approved 5 - 0 that Council go into executive session for a personnel matter.

When open session resumed, there was no action taken.

Adjourn: 10:45 am

Solid
Waste

Executive
Session

Open
Session

Norman D. Crain
Supervisor-Chairman
Oconee County Council

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 19____, by and between the Oconee County Sewer Commission (hereinafter referred to as the "Owner") and ENVIROFAB, Inc. (hereinafter referred to as the "Vendor").

WHEREAS, the Owner operates a wastewater treatment facility located in Oconee County, South Carolina, which generates sewer sludge; and

WHEREAS, said facility is permitted by the South Carolina Department of Health and Environmental Control (SCDHEC) to process up to five million gallons per day of domestic and industrial wastewater; and

WHEREAS, the Owner has undertaken certain improvements to and expansion of its facilities which will increase the permitted capacity of such facility to 7.8 million gallons per day; and

WHEREAS, the Vendor has represented to Owner that Vendor is the manufacturer of a sludge dryer process which will convert the sewage sludge generated by the Owner's facility into an inert, dry product;

W I T N E S S E T H:

FOR THE CONSIDERATION SET FORTH HEREIN, to include the mutual covenants and agreements of the parties, the receipt and sufficiency of which are hereby accepted and acknowledged, the parties agree as follows:

I. DESCRIPTION OF WORK. The Vendor will furnish all products, tools, construction equipment, skill and labor of every type and description necessary to carry out and to complete in a good, firm, substantial workmanlike manner, the construction, delivery and installation of a Model 3.0 TH-B Mini-Miser Sludge Dryer and perform all such work in accordance and in strict conformity with the specifications and representations contained on Schedule "A" attached hereto and incorporated herein by this reference.

II. BEGINNING AND COMPLETION DATES. Vendor shall commence the work to manufacture and construct the sludge dryer on a date to be specified in a written notice to proceed from Owner. Vendor shall deliver and install the sludge dryer, obtain all necessary construction and operating permits, and make the same fully operational within one hundred eighty (180) consecutive calendar days from the date set forth in the written notice to proceed.

III. CONTRACT PRICE AND PAYMENT. Vendor shall notify Owner in writing when the installation of the sludge dryer is completed and the same becomes operational. Owner shall have a period of one hundred eighty (180) calendar days after receipt of such notification to use and operate the sludge dryer so as to determine if the same performs in accordance with the specifications set forth herein. Upon the expiration of such time period, the Owner shall notify the Vendor of its acceptance or rejection of the sludge dryer. In the event the sludge dryer is accepted by Owner, Owner agrees to pay Vendor for the work described, a total price of \$ 817,000 dollars for the faithful performance of this Agreement on the condition that such payment shall not be due until Vendor has delivered to Owner a complete Release and Affidavit evidencing the satisfaction of all liens arising out of the construction, delivery or installation of the sludge dryer and related equipment or improvements or receipts in full covering all labor, materials and equipment for which a lien could be filed, or in the alternative, a bond satisfactory to Owner indemnifying Owner against such liens. In the event the sludge dryer is rejected by Owner, Vendor will remove the sludge dryer from Owner's property without cost to Owner. PROVIDED HOWEVER, that any structural improvements constructed or placed upon the Owner's property in connection with the installation of the sludge dryer shall become the property of the Owner free and clear of any liens or claims of Vendor or others.

Not to exceed

*in a
form
subject*

IV. RESPONSIBILITIES OF VENDOR.

A. Vendor shall be solely responsible for all construction, delivery and installation of the sludge dryer under this contract. Vendor shall supervise and direct the work to the best of its ability and give it all attention necessary for such proper supervision and direction.

B. Vendor shall provide and pay for all labor, materials and equipment including tools, construction equipment and machinery, utilities, including water, transportation and all other facilities and services necessary for the proper completion of the work on the project in accordance with this Agreement.

C. Vendor shall pay all taxes required by law in connection with the work on the project in accordance with this Agreement including sales, taxes, and shall secure all licenses and permits necessary for proper completion of the work, paying the fees therefor. Vendor shall comply with all laws, ordinances and regulations relating to the performance of the work herein.

*air
emissions*

D. Vendor assumes full responsibility for the acts, negligence, or omissions of its employees on the project, and for those of all other persons doing the work under a contract with Vendor.

E. Vendor agrees to keep the work premises and adjoining ways free of waste material and rubbish caused by its workers.

Vendor further agrees to remove all such waste material and rubbish on termination of the project. Vendor, on terminating its work at the site, shall conduct general cleanup operations to remove such material.

F. Vendor agrees to indemnify and hold harmless Owner and their agents and employees against all claims, damages, losses and expenses, including reasonable attorneys fees, in connection with any loss to person or property, including loss of use caused in whole or in part by Vendor's negligent act or omission, or that of anyone employed by Vendor in connection with this project.

V. TIME OF ESSENCE; EXTENSION OF TIME. Time is of the essence of this Agreement. Contract times may be extended by a change order from Owner for such reasonable time as Owner may determine, when in Owner's opinion, Vendor is delayed in work progress by changes ordered, fire, prolonged injuries or other causes beyond Vendor's control or which justify the delay.

VI. INSURANCE.

A. Vendor shall procure and maintain Workers' Compensation Insurance coverage on its employees engaged in the work described herein in accordance with the requirements of South Carolina Law.

B. Vendor shall procure and maintain during the life of this Agreement Builders' Risk Insurance to protect the interest of the Owner and Vendor against loss by fire, vandalism, mischief and all hazards included in such standard coverage. The amount of the insurance shall at all times exceed or equal the full amount of the contract price. The policy shall be in the names of the Owner and Vendor.

C. Vendor shall procure and maintain throughout the life of this Agreement bodily injury liability insurance in amount not less than \$500,000.00 for injuries, including wrongful death to any one person and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of one accident. Vendor shall be named as an additional insured on such policy.

D. Vendor shall procure and maintain property damage insurance throughout the life of this Agreement in an amount of not less than \$ 150,000 for damages on account of any one accident in the amount of not less than \$ 300,000 for damages on account of all accidents. Such policy shall name Owner as an additional insured.

E. Vendor shall furnish the Owner with certificates of insurance acceptable to Owner evidencing proof of the insurance coverage required herein. Such certificates shall contain the following statement: "The insurance coverage by this certification shall not be canceled or altered, except after thirty (30) days written notice has been received by the Oconee County Sewer

Commission as evidence by receipts of registered or certified mail".

VII. WARRANTY AND GUARANTEE.

A. Vendor warrants and guarantees to Owner that the sludge dryer and all materials and equipment will perform all of the functions claimed by the Vendor and in accordance with the contract specifications. In the event that the sludge dryer does not perform as required herein, Vendor shall make such modifications or corrections as are necessary at no additional cost to the Owner. In the event that the sludge dryer does not perform in accordance with the contract specifications and the same is rejected by Owner, Vendor will remove the same from the Owner's work site and the cost will be refunded to the Owner. Vendor warrants that all parts will be free from any defects for a period of two years from the date of Owner's written acceptance of the sludge dryer. Vendor warrants that all workmanship will be free from any defects for a period of five years from the date of written acceptance of the sludge dryer by Owner. This warranty does not cover damage arising from misuse, negligence, or acts of nature.

B. It is mutually understood and agreed that in the event the Owner rejects the sludge dryer within the one hundred eighty (180) day time period set forth in Item III hereof, Owner will owe nothing to Vendor. This guarantee and warranty is made so as to induce the Owner into signing this contract and as an essential and integral part of this Agreement.

C. Vendor warrants that when completed, the sludge dryer will meet all state, federal and local requirements for drying sewer sludge, to include EPA Section 503 requirements, as well as all SCDHEC requirements.

D. The Vendor shall provide temporary sanitary facilities for use of its workers during the progress of the work. Sanitary facilities shall conform to the requirements of the Oconee County Health Department and South Carolina Department of Health and Environmental Control. All facilities shall be removed after completion of the installation of the sludge dryer.

E. The Vendor's operation shall be conducted so as to minimize any interference with utility services. Any proposed interruption by the Vendor must be accepted in advance by Owner.

F. The Vendor shall comply with any and all regulations, rules or statutes of the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596), as amended and under Section 107 of the Contract Work and Safety Standards Act (PL-91-54), as amended, as well as all other applicable laws and regulations. The regulations are administered by the Department of Labor and the Vendor shall allow access to the project and

personnel file from the Department in accordance with the requirements of law.

VIII. GOVERNING LAW. This Contract and any disputes arising thereunder shall be construed in accordance with and governed by the laws of the State of South Carolina.

IX. NOTICE.

A. All papers or notices required to be delivered to the Owner shall, unless otherwise specified in writing to the Vendor, be delivered to the Oconee County Sewer Commission, 623 Return Church Road, Seneca, South Carolina 29678, attention: General Superintendent. Any notice to or demand upon the Owner shall be sufficiently given and delivered to the office of said general superintendent, or if delivered by the United States mail, in a sealed, addressed envelope with proper postage affixed thereto.

B. All papers or notices required to be delivered to the Vendor shall, unless otherwise specified in writing to the Owner, be delivered to ENVIROFAB, Inc., P.O. Drawer 719, Fairforest, South Carolina 29336. Any notice to or demand upon the Vendor shall be sufficiently given and delivered to the office of said Vendor, or if delivered by the United States mail, in a sealed, addressed envelope with proper postage affixed thereto.

C. In the event Vendor goes out of business during the five year warranty period as set forth herein, Vendor will reassign a reputable company experienced in waste treatment reduction and having ten years or more experience in such work to service Vendor's equipment.

D. Vendor shall supply such training and instruction as is necessary to train Owner's personnel in the proper operation of the sludge dryer without any additional compensation other than that set forth herein.

X. ASSIGNMENT/BINDING EFFECT. This Agreement shall not be assigned by either party without the prior written consent of the other party hereto. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

OCONEE COUNTY SEWER COMMISSION

BY: _____

ITS: _____

ENVIROFAB, Inc.

BY: _____

ITS: _____

SCHEDULE "A"

1. The unit consists of 6 modules, 36 inches by 16.5 feet and required recycling augers, 24 inches by 16 feet; all constructed of 3/8 inch stainless steel.
2. Auger housing with heat jackets, constructed of 5/16 inch 304 stainless steel.
3. Two 4,000,000 BTU Mahan Engineered heating units powered by natural gas.
4. Wet scrubber, constructed of 304 stainless steel.
5. Packed scrubber constructed of 304 stainless steel.
6. Barker hydraulic unit.
7. Liquid ring vacuum pump, constructed of 316 stainless steel.
8. Catwalk construction:
 - a. Structural steel frame with Industrial coating.
 - b. Catwalk grating is hotdipped galvanized.
 - c. Hand rails are 1 inch square tubing with Industrial coating.
9. A loading conveyor is provided to transfer dried biosolids to the storage silo.
10. Control box is included and is NEMA 4X and is constructed of stainless steel.
11. The complete dryer installation will meet all local building codes for life, safety, and fire protection.
12. Connecting to existing plumbing will require extensions to the dryer building and ENVIROFAB personnel will perform the connections inside the building.
13. 50 PSI water pressure is required. The odor control system is recirculating and will require 1/2 gallon per minute of potable make up water.
14. Silo system for dried biosolids is provided.
15. The electrical system inside the building for the dryer is provided by ENVIROFAB and will be protected from voltage surges. ENVIROFAB will provide the breakers, hook-up, and breaker box for the dryer.
16. A Davis Poly Stage odor scrubber system is provided.

17. A building will be provided at Oconee County's option for the sum of \$74,500.00 plus South Carolina sales tax.
18. The building will meet the required building codes for life, safety, and fire protection.
19. The building will be properly ventilated.
20. The building will be properly heated and lighted.
21. Fire and explosion protection features are included.
22. The building will be constructed with 8" block and 4" brick veneer per drawings already submitted.
23. Final drawing, structural and electrical, will be submitted after the purchase order is placed.

OPERATING COSTS

1. Natural gas consumption is estimated at less than \$9.00 to dry 2000 pounds of dewatered sludge at 15% solids to 90% solids with a weight of less than 400 pounds.

Figures to support the above:

- a. Gas price at the industrial rate is less than \$.40 per therm.
- b. It takes 22.5 therms to dry 1 ton of dewatered biosolids.
- c. $$.40 \times 22.5 = \9.00 per ton.

2. Electrical consumption is estimated to be less than \$10.00 per hour.

Figures to support the above:

- a. $.746 \times 100 \text{ hp} = 74.60 \text{ KW}$
- b. 74.60 multiplied by the average industrial rate of \$.07 per KW = 5.22 per hour for the 100 hp motor.
- c. The two smaller will use less than \$5.00 per hour.
- d. Total electrical cost per hour less than \$10.00.

3. Odor control operating cost is estimated to be less than \$44.00 per day per Davis Process Division Engineering.

JUL 15 1994

ENVIROFAB, Inc.
Waste Minimization Equipment

P.O. Drawer 719 • Fairforest, South Carolina 29336 • Phone (803) 574-3108 • Fax (803) 574-3310

July 7, 1994

Mr. Robert C. Winchester
General Superintendent
Oconee Sewer Commission
623 Return Church Road
Senece, South Carolina 29678

Dear Mr. Winchester:

This letter is to confirm our conversation of Thursday, June 30, 1994. ENVIROFAB is willing to take responsibility for your sludge for five years. We will establish a market for the material during this time as well as customers that will use the dried biosolids as a fertilizer. All the data we collect will be turned over to you for your use in the future. All net profits generated during the five-year period will be shared with Conecross Creek, 25% (estimated \$7-\$10/ton), and ENVIROFAB, 75%. This will help to defray the cost of establishing and maintaining the market for the biosolids; this valuable information will also be passed on to you for your use. In the event there is a breakdown in pretreatment and some batches are out of the DHEC specifications, the batches will remain the responsibility of Conecross Creek Wastewater Treatment Facility until it meets the required DHEC specifications. This should not be a problem as batches can be blended to obtain "average" results of metals and nutrients.

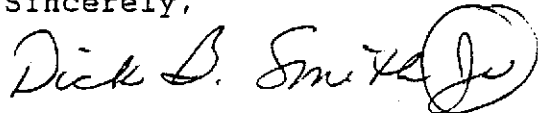
Mr. Winchester, we are offering you a long-term solution to your sludge problems that will meet EPA and DHEC regulations. Your sludge will also become a means of additional revenue for your plant instead of costing your county money to dispose of in a landfill. I would predict that in two years the state of South Carolina will follow the state of North Carolina and not allow any sludge to be dumped in any landfill. The EPA has directed that, "sludge is a usable product and should not be thrown away and that all states should take steps to properly utilize a valuable resource". Our system, which will convert your material to fertilizer, is a state-of-the-art dryer, all stainless steel and will last at least twenty years. It is the most economical system on the market in fuel consumption per ton of dry solid produced and it is the most maintenance-free dryer on the market today. We are offering you a total package deal that no one else in the business of processing sludge will get again. The price of our dryer, too, is an

introductory offer that will never be this low again. (Has anyone ever seen the price of cars come down once their market has been established?)

We expect the demand for our units to far exceed our production capabilities within the next two years. Our proposal to you and your county, to help us establish our equipment in the southeast, is very important to us. We do believe we have made you an extremely economical package, saving you thousands of dollars in engineering costs alone, as well as thousands of dollars on our equipment and thousands of dollars in marketing your dried sludge.

Thank you for the opportunity to service your county.

Sincerely,

A handwritten signature in cursive script that reads "Dick B. Smith". The signature is written in dark ink and is positioned above the typed name.

Dick B. Smith
Territory Sales Manager

js



RECEIVED
12-28-94

SOUTH CAROLINA COORDINATING COUNCIL
FOR ECONOMIC DEVELOPMENT

John A. Warren
Chairman

December 21, 1994

The Honorable Norman D. Crain
County Supervisor
Oconee County
208 Booker Drive
Walhalla, SC 29691

Re: CCED Grants # 1272, Slumberger; #1278, Kendall; #1281, Square D

Dear Mr. Crain:

I am writing to provide to Oconee County the results of the Coordinating Council's investigation into alternatives for the Kendall and Square D project grants. Since the County is reluctant to accept the grants offered by the Council through our standard contract, the Council has researched many other options. Our conclusion has been to create a new requirement for all grants that provide assistance through private property improvements. These requirements were approved by the Council at its December 1, 1994 meeting. This subrecipient agreement will now become a standard tool with all projects that fund construction or improvements on private property. This agreement has been reviewed by the Governor's legal staff, and we are working with the SC Attorney General's Office to draft a generic document that includes the minimum requirements for these agreements.

We believe that this agreement protects both the grantee and recipient company while ensuring that responsibility for procurement, construction and maintenance of the product from the grant is appropriately designated at the start of the project. This agreement should also enable us to expedite project requests that must meet a company's production schedule.

We suggest that the solution to the Kendall and on-site portions of the Square D project is for Oconee County to enter into a subrecipient agreement with the companies. The agreement will become part of the grant agreement between the County and the Coordinating Council, which will relieve Oconee County from the liabilities which have given you so much concern. A draft of points to be included in the agreement is enclosed.

Mr. Norman D. Crain
December 21, 1994
Page Two

The Attorney General's Office is drawing up a generic agreement which we will provide to all grantees as soon as it is available. You have the choice of waiting for this agreement or drawing up your own. Richland County currently uses an agreement similar to our enclosure which you may want to review for your use.

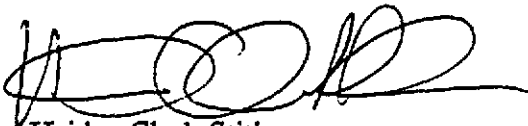
Governor Campbell made the commitment to provide funds for this expansion, and the Council intends to honor that promise. The Council awarded the grant for this project with the understanding that work was underway in order to meet the company's deadlines, and we will reimburse Oconee County for eligible grant costs, providing the County will accept the grant award. We do not intend to penalize either the company or the County for failure to request permission to proceed in advance of the grant award. We attribute the lack of a request to poor communications between the Council, County, COG and company's contractor.

With regard to Square D, we understand this company is anxious for work to begin on the public improvements and entrance widening. This grant was requested because of serious safety concerns and a desire to prevent future traffic accidents. We would like the County to proceed with work on this project, but have not yet received the accepted grant award.

In addition to these grants, the Coordinating Council has a commitment to assist with on-site improvements for the Slumberger consolidation. Wayne Fritz of the Department of Commerce will prepare most of the Coordinating Council application for your convenience. This project is of great importance to the company and was a critical factor in their decision to remain in Oconee County.

Please review this generic agreement and call me with any concerns or questions about this policy. We are anxious to complete the award of these projects and fulfillment of the state and county's commitment to these company expansions.

Sincerely,



Haidee Clark Stith
Director

cc: Jeff Thordahl
John A. Warren

DRAFT SUBRECIPIENT AGREEMENT

This subrecipient agreement is a legally binding contract between a local government and private company which enforces the terms and conditions of the state grant from the Coordinating Council for Economic Development. The Coordinating Council will require that this agreement be executed before the CCED application is approved. The appropriate procedure for the local government to follow will be to draft the agreement, submit it to CCED for review and comments, and provide the signed agreement with the application for funds.

Parts of the Agreement

1. Detailed description of the project to be accomplished with CCED funding. Included will be quantitative details and information, including drawings and maps of the site.
2. Assignment of sole responsibility for development and completion of the project (including contracting and bidding) to the company.
3. Indemnification of the local government/grantee from liability for the project during construction.
4. Acknowledgment that any costs in excess of the grant must be paid by the company.
5. Acknowledgment that any grant funds not spent on the project as described and approved will be returned to the grantee.
6. Requirement that the company will solicit at least three bids for the work to be accomplished and that the bid tabs will be reviewed and approved by the grantee and CCED before a contract is awarded for construction, or other related activities.
7. Acknowledgment by the company that it will only be reimbursed from CCED funds for the bid amount of the lowest responsible and responsive bidder. (There is no requirement that the company must accept the lowest bidder, only that reimbursement will not exceed costs for the lowest bid)
8. If construction must begin in advance of the grant award, Grantee will request permission from CCED for reimbursement of costs but does not guarantee reimbursement. Request to proceed in advance of the grant award is subject to bid review and approval by CCED and Grantee.
9. Requirement that company will continue to operate at this site for at least five years or will reimburse the Grantee for at least 20% of the grant for each year less than five years the company will not be in operation.
10. Invoices for work accomplished pursuant to the grant will be certified by the company as correct and consistent with the project description and bids contained in the grant application. The company will provide invoices and certifications to the grantee for forwarding to CCED for remission to grantee.
11. The Grantee agrees to submit completed application for funds to CCED within 30 days of completion of the agreement. The Grantee will, prepare and submit requests for reimbursement within five working days of receipt of certified invoices from the company and will forward disbursements received from CCED to the company within five working days of receipt of such payment.

12. The company agrees the Grantee and CCED shall inspect the project site at any time prior to, during or up to one year from completion of the project.
13. Engineering, general contractors and construction management costs are ineligible for grant reimbursement when CCED grant funds are used for on-site activities. The Council may waive these restrictions for projects that exceed a \$100 million investment.
14. Subrecipient agreements are not necessary when CCED grant funds are used for public road improvements.

FEE SCHEDULE

CURRENT

PROPOSED

Camping \$10.00 (\$7.00)

Picnic Shelters \$15.00 - half day
 \$30.00 - all day

Same

\$20.00 - half day
\$40.00 - all day

All point shelters
& #2 Chau Ram must be
reserved for use (Max. 75
people at High Falls point
shelter & max. 50 people
at Shelter #2 at Chau Ram)

Classification

Rec. Bldg. * \$30.00 (49 or less)
 * 50.00 (51-75)
 * 75.00 (76-100)
 * 100.00 (101-150)
 * 150.00 (151-500)
 * 200.00 (500-1000)
 * 250.00 (1000+)
 All with \$50.00 deposit

* 35.00 (49 or less)
* 55.00 (51-75)
* 80.00 (76-100)
* 105.00 (101-150)
These have \$50.00 deposit
* 150.00 (151-200) \$100.00
 deposit
250.00 (201-300) \$100.00
deposit. (\$400.00 all day
& includes patio deck at
High Falls.)
**400.00 (301+) \$100.00 dep.
(All day charge of \$400.00
only.)
**Must take all day, includes
patio deck at High Falls

*Indicates for all day use double above rates.

Putt-Putt	\$1.00 per game 100.00 flat rate	\$1.00 per game 100.00 flat rate
Volleyball	\$1.00 per hour to reserve	\$2.00 per hour to reserve
Horeshoes	Free	Free
Softball	\$1.00 per hour to reserve	\$2.00 per hour to reserve
Tennis	\$1.00 per hour per court to reserve 2.00 per hour for lights	\$2.00 per hour per court to reserve 2.00 per hour for lights
Drinks	\$.50	\$.60
Parking fee (Boat ramps)	Free	Free

ACCEPT

016-049-00150-49122 CCS Holiday Pay

\$5,000.00

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This account is needed to cover ^{overtime during holidays} wages and fringe benefits for CCS employees who work on Christmas ~~day~~. In order to maintain the huge amount of trash generated, as a result of this holiday. Christmas day is the only day during the year that employees get paid extra for a holiday. This will also include the Manned Convenience Center Clerks.

016-049-00150-00022 Maintenance Building/Grounds \$1,200.00

In the past D.H.E.C. has cited CCS for failure to stabilize the interim cover at the landfills. To prevent this, we will apply, compact, and stabilize it by planting a ground cover to help prevent erosion. This will include the seed, fertilizer, lime, dragging and mulching with straw. Repairs due to erosion will be needed.

Maintenance and upkeep of the buildings at the landfill is also needed.

016-049-00150-00024 Maintenance on Equipment \$9,230.00

This amount is needed to cover contracts on the typewriters, computers, radios, and the copy machine.

Also, materials for the operation of the copy machine, toner, bulbs, etc. are needed to maintain the machine.

The batteries are needed to record meetings.

Fire extinguishers and refills are needed to keep in the packer trucks and landfill equipment.

The paint is needed to keep the containers in a presentable shape at the manned convenience centers.

The commercial cleaners are needed for the steam jenny and pressure washer, to keep the trucks and equipment clean. Service and parts for these machines are also needed.

Contracts: Both typewriters	300.00
Copy machine	710.00
Radios	1,425.00
Computers	3,385.00
Toner, batteries, bulbs, etc.	1,050.00
Fire extinguishers and refills	1,010.00
Paint	350.00
Cleaner/service/parts for the steam jenny and pressure washer	<u>1,000.00</u>
	\$9,230.00