

**A G E N D A**

**OCONEE COUNTY COUNCIL MEETING**

**TUESDAY, JUNE 18, 1996**

**3:00 PM**

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Discussion Regarding Closing of Tamassee-Salem School - Concerned Citizens
5. Discussion Regarding Fair Play School - Mr. Royce McCall
6. Third & Final Reading of Ordinance 96-6, "1996-97 OCONEE COUNTY BUDGET ORDINANCE"
7. Consideration of Approval of Smith Data Contracts for Tax Center - Mr. Kenneth F. Williams, Auditor
8. Third & Final Reading of Ordinance 95-13, "FIRST SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING \$ \_\_\_\_\_ OCONEE COUNTY, SOUTH CAROLINA, SPECIAL SOURCE REVENUE BOND (BOG-WARNER AUTOMOTIVE POWERTRAIN SYSTEMS CORPORATION PROJECT) SERIES 1995; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT IN CONNECTION THEREWITH; AND OTHER MATTERS RELATING THERETO" - Mr. Wesley Crum, Bond Counsel
9. Consideration of Contingency Funds to Refund Overpayment of Taxes - Mrs. Peggy Hightower, Treasurer
10. Discussion Regarding Vehicle Assigned to Solicitor's Office - Mr. George Ducworth, Solicitor
11. Discussion Regarding County Matters - Mr. Wayne Wright
12. Consideration of Bids for Computer System for Solid Waste & Economic Development - Mr. Jack Hirst, Solid Waste Director, Mr. Robert Gaillard, Economic Development Director & Mrs. Jenny Peay, Purchasing Assistant

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13. Consideration of Renewal of Sampling & Analysis Groundwater at Five Forks & Seneca Landfills - Mr. Jack Hirst, Solid Waste Director, Mrs. Jenny Peay, Purchasing Assistant and Goldie & Associates
14. Consideration of Renewal of Storm Water Sampling & Analysis for Landfills - Mr. Jack Hirst, Solid Waste Director, Mrs. Jenny Peay, Purchasing Assistant & Texidyne, Inc.
15. Consideration of Bids for Recapping Tires - Mr. Lee Davis, Motor Pool Foreman & Mrs. Jenny Peay, Purchasing Assistant
16. Consideration of Bids for Body Repairs for Patrol Car - Mr. Lee Davis, Motor Pool Foreman & Mrs. Jenny Peay, Purchasing Assistant
17. Consideration of Request for Contingency Funds in the Amount of \$91,000 for Rock Crusher Vehicle Maintenance Account - Mr. Tommy Crumpton, Rock Crusher Director & Mr. Lee Davis, Motor Pool Foreman
18. Consideration & Possible Action Concerning Acquisition of Property Near the Rock Crusher - Mr. Tommy Crumpton, Rock Crusher Director & Mr. Timothy M. Cain, County Attorney
19. Old Business
20. New Business
21. Adjourn

**MEMBERS, OCONEE COUNTY COUNCIL**

Ms. 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, OCONEE COUNTY COUNCIL MEETING**

The regular meeting of the Oconee County Council was held Tuesday, June 18, 1996 at 3:00 pm in Council Chambers 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, WCCP Radio, WYFF TV, & SC Black Media Group.

**Press**

Members of the press present: Dick Mangrum - WGOG Radio, Ashton Hester - Keowee Courier, Terry Cregar - Greenville News & Kevin Chapman - Anderson Independent.

The meeting was called to order by Supervisor -Chairman Crain who welcomed the guests and media.

**Call to Order**

The invocation was given by Mr. Williams.

**Invocation**

Mr. Williams made a motion, seconded by Ms. Burrell that the minutes of June 4, 1996 be adopted.

**Minutes**

Mr. Orr made a motion, seconded by Ms. Burrell, approved 5 - 0 that the minutes of June 4, 1996 be amended to include that Mr. Orr objected to the county buying a tract of land for the airport and letting the person live there until their death. However the proposal was for the person to live there as long as it is not inconsistent with the federal and state requirements.

The minutes as amended were then adopted  
5 - 0.

There was no one from the Tamassee-Salem School present to address Council regarding the possible closing of the school.

**Schools**

Mr. Royce McCall addressed Council urging them to fully fund the school district in order that they may be assured that Fair Play School would remain open.

Mr. Williams made a motion, seconded by Ms. Burrell that Ordinance 96-6, "1996-97 OCONEE COUNTY BUDGET ORDINANCE" as amended be adopted on third and final reading.

**Ord. 96-6**

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Mr. Hamilton made a motion that the budget be amended to include the \$3,849,994 requested by the school district for a total of \$30,233,080 local funding for the school district. Mr. Crain ruled this motion out of order as he had made a similar motion at the June 6, 1996 meeting and it was defeated.

Ord. 96-6  
Cont'd

Mr. Williams made a motion, seconded by Ms. Burrell that the budget be amended to increase the local funding by \$200,000 for a total of \$28,412,088.

After discussion, Mr. Orr made a motion to amend the amendment to include a total of \$3,000,000 new local funding for a total of \$29,383,086 for the school district. Mr. Crain ruled this motion out of order as Mr. Orr had made the same motion at the June 4, 1996 meeting and it was defeated.

After further discussion, Mr. Hamilton made a motion, seconded by Mr. Orr, defeated 3 - 2 that the amendment be amended to include \$2,770,499 in new local funding for a total of \$29,153,585 for the school district (Mr. Hamilton & Mr. Orr voting in the affirmative, Mr. Strickland, Mr. Williams & Ms. Burrell voting against).

Ms. Burrell then made a motion, seconded by Mr. Hamilton, approved 4 - 1 (Mr. Strickland voting against) to amend the amendment to include \$2,502,099 new local funding for a total of \$28,885,185 in local funding for the school district.

The amendment as amended was then adopted 4 - 1 (Mr. Strickland voting against).

Mr. Hunnicutt, Finance Director, then explained the changes made to the budget between second and third readings as per the attached sheet as follows:

Page 16, line item 010 080 00805 09999 G F  
FUND BAL CARRY FWD \$1,671,017, page 27, line item 010 007 00150  
CONTINGENCY \$200,000.

Upon recommendation of Mr. Jack Hirst, Solid Waste Director, Mr. Williams made a motion, seconded by Ms. Burrell, approved 5 - 0 that the Solid Waste departmental budget be amended to include replacing the Assistant Solid Waste Director with a Convenience Clerk Supervisor, a Landfill Operations Supervisor & a Materials Recovery Facility (MRF) Supervisor and that line item 016 049 00120 00712 in the amount of \$1,510 be used as a supplement for the employee who acts as director in the absence of the director.

Upon recommendation of Mr. Steve Pruitt, Chief Deputy, Mr. Dewitt Mize, Rural Fire Marshal & Mr. Henry Gordon, Emergency Preparedness Director, Mr. Hamilton made a motion, seconded by Mr. Orr, approved 5 - 0 that the Communications departmental budget be amended to include \$95,000 in line item 010 031 00150 00840 to replace the radio towers.

Ord. 96-6  
Cont'd

Mr. Hamilton made a motion, seconded by Ms. Burrell, approved 5 - 0 that the front of the budget be amended to include SECTION 25: IF any provision, paragraph, word, section or article of this ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and articles shall not be affected and shall continue in full force and effect.

Ordinance 96-6, "1996-97 OCONEE COUNTY BUDGET ORDINANCE" was then adopted 4 - 1 (Mr. Strickland voting against).

Mr. Kenneth Williams, Auditor, addressed Council asking that the attached proposals of Smith Data for a Building Permits System in the Assessor's Office, at a cost of \$6,099.96, a Bar Coding Program for the Tax Center at a cost of \$2,587.50 and hardware and software for the programs at a cost of \$30,949.83 for the first year be adopted.

Tax Center

Mrs. Jenny Peay, Purchasing Assistant, also recommended the Council adopt these proposals as Smith Data is sole source provider.

After a brief recess in which Mr. Strickland left, Mr. Orr made a motion, seconded by Mr. Hamilton, approved 4 - 0 that the proposals be adopted.

Mr. Orr made a motion, seconded by Mr. Hamilton that Ordinance 95-13, "A FIRST SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF A \$629,887 OCONEE COUNTY, SOUTH CAROLINA, SPECIAL SOURCE REVENUE BOND (BORG-WARNER AUTOMOTIVE POWERTRAIN SYSTEMS CORPORATION PROJECT) SERIES 1996; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT IN CONNECTION THEREWITH; AND OTHER MATTERS RELATING THERETO" be adopted on third and final reading.

Ord. 95-13

Mr. Orr made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Strickland not present) that Ordinance 95-13 be amended as recommended by Mr. Frank Davis, Bond Counsel and delineated on the attached copy.

Ordinance 95-13, as amended, was then adopted 4 - 0 (Mr. Strickland not present).

Upon request of Mr. George Ducworth, Solicitor, Mr. Williams made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Strickland not present) that the investigator in the Solicitor's Office be allowed to drive the county vehicle back and forth home.

**Solicitor**

Ms. Peggy Hightower, Treasurer, withdrew her request to address Council.

**Treasurer**

Mr. Wayne Wright addressed Council regarding a HOME Program Grant to assist low income persons with housing. Mr. Dirk Reis, SC Appalachian Council of Governments, informed Council there was only \$375,000 for the six upstate counties in this program.

**Wayne  
Wright**

After discussion, Mr. Crain referred this matter to the Law Enforcement, Safety, Health, Welfare & Services Committee.

Upon recommendation of Mr. Robert Gaillard, Economic Development Director, Mr. Jack Hirst, Solid Waste Director, and Mrs. Jenny Peay, Purchasing Assistant, Mr. Orr made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Strickland not present) that the bid for computers for Economic Development & Solid Waste be awarded to Compu Comm Group, MMRD, Inc. who was low bid at a cost of \$10,446.45. (See attached bid)

**Computers  
Economic &  
Solid Waste**

Upon recommendation of Mr. Jack Hirst, Solid Waste Director & Mrs. Jenny Peay, Purchasing Assistant, Ms. Burrell made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Strickland not present) that the bid for sampling and analysis of groundwater at Five Forks & Seneca Landfills with Goldie & Associates be renewed. (See attached letter)

**Landfills  
Analysis  
(Ground  
water)**

Upon recommendation of Mr. Jack Hirst, Solid Waste Director & Mrs. Jenny Peay, Purchasing Assistant, Mr. Hamilton made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Strickland not present) that the bid for stormwater sampling and analysis for the landfills be renewed at an approximate cost of \$6,360. (See attached letter)

**(Storm  
water)**

Upon recommendation of Mr. Lee Davis, Motor Pool Foreman & Mrs. Jenny Peay, Purchasing Assistant, Ms. Burrell made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Strickland not present) that the bids for recapping tires be awarded to Watson's Tires & Treds, Inc. who was low bid at \$7,282. (See attached bid)

**Motor Pool**

Council determined that since the work on a wrecked vehicle would not commence until after the first of the fiscal year, it be prudent to wait until July to award the bid for same.

**Patrol  
Car**

Upon request of Mr. Tommy Crumpton, Rock Crusher Director & Mr. Lee Davis, Motor Pool Foreman, Mr. Orr made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Strickland not present) that \$26,000 be taken from contingency and placed in the Rock Crusher Vehicle Maintenance Account and \$5,000 be taken from contingency and placed in the Rock Crusher Diesel Account to cover costs for the remainder of this fiscal year. (See attached request)

**Rock  
Crusher  
(Cont'cy)**

Upon request of Mr. Crumpton, Mr. Williams made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Strickland not present) that approximately twenty-one (21) acres be purchased adjacent to the Rock Crusher at a total cost of \$121,000 less the \$3,000 option. (See attached option)

After a brief recess, Council discussed the closure/post closure of the Seneca Landfill in which Mr. Cain, County Attorney, Mr. Jack Hirst, Solid Waste Director, Mr. Steve Goldie and Mr. Dave Devoe of Goldie & Associates addressed Council regarding this matter.

**Landfill**

Mr. Cain reminded Council of a briefing previously given to Council at an earlier date concerning a meeting between Oconee County representatives, DHEC representatives and Goldie & Associates regarding requirements for closure/post closure of the Seneca landfill.

The Seneca Landfill contains approximately ninety (90) acres, of which seventy-seven (77) has been used for years for solid waste disposal.

The county became involved in the operation of the Seneca Landfill about 1973 and currently leases a portion of this property from the City of Seneca. Goldie & Associates have been retained by the county to prepare a closure/post closure plan for the Seneca Landfill to be submitted to DHEC. Up until this year everyone in the county was operating under the premise that we were dealing with the closure of seventy-seven (77) acres with a footprint of fifty-five (55) acres. However, DHEC is interested in closing an area of forty-seven (47) acres with a twenty-nine (29) acre footprint.

Representatives of DHEC do not feel they have the jurisdiction, at this time, to require closure of the entire tract under the new Subtitle "D" regulations and informed county representatives that with respect to the area outside the forty-seven (47) acre site, options include taking no action at this time or working with DHEC on a consent order to effect the closure of that portion, even though, as a practical matter it has been closed and covered for many years.

**Landfill  
Cont'd**

Mr. Cain also informed Council that DHEC had inspected the Seneca Landfill after to the county meeting with them as they had done on a regular basis for many years.

The county had been given a deadline of April 30, 1996 to close the Seneca Landfill and Mr. Cain wrote a letter to DHEC seeking an extension and asking that DHEC's position be reduced to writing so Council could make an informed decision how to proceed with respect to the closure/post closure of the landfill. It took some time to get this reduced to writing which was contained in a letter dated June 6, 1996 from Mr. Ken Acker, Solid Waste Compliance Division, DHEC. A copy of this letter as well as Mr. Cain's previous letter to Mr. Patrick Walker at DHEC was provided to Council.

Essentially the letter says the county has the option, at least in the view of DHEC, of proceeding with the closure of what they call the permitted site which has a twenty-nine (29) acre footprint under Subtitle "D" regulations and waiting until later to deal with the remaining portion of the landfill provided the county demonstrates we have appropriate cover on that portion of the landfill.

Goldie & Associates has been working with the county, not only in developing a closure plan, but also with respect to other DHEC requirements for groundwater testing and monitoring, etc.

The extension to submit the closure/post closure plan was extended to September 30, 1996, however, the cost of preparing the plan as well as implementation will vary depending on how much the county closes and when it is closed.

Mr. Goldie informed Council that closure of a twenty (20) acre landfill site in Anderson County had been placed out for bids and it is going to cost just under \$1,000,000 to close that site.

Mr. Devoe stated the significance is that DHEC would give the county an option to not close the entire landfill site.



The county only has a lease for fifty (50) acres of the approximate one hundred (100) acres owned by the City of Seneca, there is approximately ten (10) to twelve (12) acres of this land that has never been used as a landfill. At one time the City of Seneca was willing to deed this property to Oconee County, but he was uncertain whether this was still possible since they have become aware of the thirty (30) acres that the county does not have a lease for.

Landfill  
Cont'd

Mr. Crain reminded Council it was going to be their decision whether to accept full liability for the total tract, however he was unsure if the county could take total responsibility for a site that it does not have a lease on.

Mr. Cain also stated he was unsure if the county could relieve other entities from liability and it was his belief that the City of Seneca was prepared to convey its interest to the county, however we need some clarification as to what DHEC would require if a finalization of these discussions is not pursued by transaction.

It was Mr. Crain's understanding there was an operational landfill at the site around 1973 which was also prior to the Home Rule Form of Government and the first time he was aware of a plat of the property showing the footprint in excess of fifty (50) acres was at the meeting with DHEC.

Mr. Crain was personally unsure if there was a landfill in the fifty (50) acres prior to the county leasing it from the City of Seneca, but Mr. Hirst was under the impression that the city operated wherever the garbage fell on the ground as the rules and regulations were so different at that time. He further stated that it was his understanding that waste was put where the trees are and some of it was buried rather shallow (maybe eight (8) feet) all around the tract.

To Mr. Hamilton's inquiry, Mr. Crain stated he did not know if it was the county's intention to lease the whole tract of land.

Mr. Hirst informed Council that "responsible parties" means who ever put waste in the landfill.

Mr. Cain informed Council that the lease for the Seneca Landfill which expires June 20, 1999 cites fifty (50) acres in the Hardyville Community. Mr. Cain later indicated that there was a subsequent agreement which extended the term of the lease.

Mr. Jack Hirst, Solid Waste Director, informed Council that just because DHEC had given an option to close only a portion of the landfill does not relieve the county of any responsibility whatsoever. Further, the fact that we have impact at the facility would indicate that something does have to be done now or at a later date and Council might want to consider closure of the whole site to make every possible effort to keep the county's liability to a minimum.

**Landfill  
Cont'd**

To Mr. Williams' inquiry, Mr. Hirst replied the landfill would have to be closed under Subtitle "D" regulations and DHEC had inspected the portion that has the cap on it and although they said it looked good in general, there are some cosmetic changes to be made. DHEC was very careful how they deemed the other site as there is garbage in there, and these sides carry liability for thirty (30) years.

Mr. Hirst further stated he felt if the county closed only a portion of the landfill and closed the remainder several years later the cost would be considerably higher than closing it now.

Mr. Devoe informed Council there is impact to the groundwater from the permitted and the unpermitted side and although they were unsure if the source was from the permitted side, it was his opinion the impact was from both sides.

Mr. Crain stated he requested this briefing be done in open session because he wanted Council to be fully informed before making a decision regarding the Seneca Landfill. Mr. Crain feels that the county is back in the position of five (5) months ago when county representatives went to DHEC with a plan to close approximately eighty (80) acres and DHEC wanted the fifty (50) acres closed and basically said they were unconcerned with what the county did with the remaining thirty (30) acres.

However, at this time, DHEC has now come back to Council and basically said it is up to Council to do what you want to do but DHEC expects the end product to be clean and monitored for thirty (30) years after it is closed and there is no way to keep it be clean without closing the entire landfill.

Mr. Crain stated that every lease eluded to fifty (50) acres, however there is approximately eighty (80) acres in the tract and his first knowledge that the county operated through a lease was in the early 1980's.

To Council inquiries, Mr. Cain informed them the county has until September 30, 1996 to submit a closure/post closure plan to DHEC, however Council needs to instruct Goldie & Associates on how to proceed.

Mr. Hirst stated that it would not save the county very much money to close only a portion of the landfill.

Mr. Crain suggested that Council (1) clear up ownership of the entire tract of land and (2) determine how the county is going to close the area the county is taking responsibility for.

Mr. Devoe stated that most environmental regulations refer to responsible parties as owners and operators. Mr. Orr agreed with Mr. Hirst's statement that it was joint liability as the city operated a landfill there long before the county leased the property.

To Mr. Crain's inquiry if the owner is the lessee or the lessor, Mr. Cain stated the City of Seneca is the lessor, the owner, and Oconee County is the lessee, the tenant.

Mr. Crain then stated that according to Mr. Cain's statement the City of Seneca would be responsible for part of the liability. It was also determined that the City of Seneca would need to be brought in on these discussions at some time, but the county would need to determine whether it is a county function to deal with the whole site or whether there should be some participation from the city.

To Mr. Hirst's inquiry, Mr. Crain stated that he thought the last lease attempted to release the City of Seneca from any liability, however, based on what had just been said he did know if that would be valid.

Mr. Crain stated both this issue and the Tri County Regional Landfill needs to be continually pursued.

Mr. Devoe then exhibited a map of the Seneca Landfill showing the boundaries of the landfill, the forty-seven (47) acres delineated on the map was the original landfill and it is his opinion that is where the fifty (50) acres originated. He also pointed out where the old city landfill was and the portion used by the county, which was on both sides of the roadway. Mr. Devoe also pointed out the areas where there are groundwater problems.

**Landfill  
Cont'd**

Mr. Crain stated there is a cell so close to Wells Highway that he was not sure that garbage was not buried in the right-of-way.

Mr. Cain stated it was his understanding that the theory behind proper capping is to reduce the water that seeps into the ground carrying contamination to the groundwater. However, Mr. Crain reiterated this is only a theory.

Mr. Cain further informed Council that in his opinion the county could possibly spend funds to cover the landfill and still not reduce the impact of the groundwater off site and from a layman's perspective, it might be that the only way to control the impact is to excavate the waste and move it to another location.

Mr. Crain stated that is the reason he has been pushing for a regional landfill with a research component and a resource reduction component. Although all of the waste will not be converted at first, at some time, if handled properly it will be possible to take out and keep out most of the waste presently being placed in the landfills keeping such decisions from having to be made years from now.

Mr. Crain stated that it would be appealing for the county to withdraw from the regional landfill and contract with a vendor to dispose of the waste and although this would be less costly at first, it would be more costly in the future.

Mr. Hirst informed Council that if the county contracted with a vendor and that vendor had contamination, the county would be liable for contamination. Mr. Williams made the observation this was the reason the county did not contract with a vendor a few years earlier.

Mr. Devoe informed Council that groundwater contamination has also been found on neighboring private property and although it is not very much, it does exceed state limits and will be closely monitored by DHEC.

It seemed to Mr. Cain that the Council had determined the Tri County Regional Landfill would be best for Oconee County and in his opinion the county needed to continue to work toward that end.

Landfill  
Cont'd

Mr. Crain also informed Council that one of the counties has not funded its share of the regional landfill in the 96-97 fiscal year budget and the current leaders are thinking of vending the service. It seems they do not see the wisdom of the Intergovernmental Agreement they entered into and it is quickly approaching the time they will have the legal right to choose whether to go forward with the agreement. This county has paid funds through the hydrogeologic study, their estimated cost of the next phase is \$6,000,000. The Interim Administrator and Finance Director have indicated that if they do choose to go forward with the agreement they will ask Council to borrow the \$6,000,000.

The current administration in Pickens County has indicated that if they are the only county, they will go forward with a Subtitle "D" landfill at that site. Mr. Crain reiterated that the regional landfill is still possible, however, someone is going to have to stay abreast of developments and negotiate with the other counties to keep it on track.

Ms. Burrell expressed interest at looking at more research components, all the Council Members who went to Minnesota to view those sites were in agreement that they were not what we wanted for this area.

Mr. Hirst informed Council that it is the recommendation of Melissa King (with DHEC) that the deadline for depositing waste at the Seneca Landfill not be extended past February, 1997 which is in the Intergovernmental Agreement.

Mr. Crain stated that DHEC has never officially said, "you have a vertical expansion". The only place that we have a vertical expansion is the consent order signed by DHEC and Oconee County, however, DHEC disagrees this is a vertical expansion. Council will now have to take their own position regarding this matter.

Mr. Hirst informed Council that the application and all pertinent data was submitted to DHEC and he was unsure if the lack of response to the application was unintentional. After the meeting with DHEC in which Ms. King had made her comments, they also spoke with her supervisors who indicated they would be willing to work with the county. DHEC realizes they are holding up the regional landfill by their review of the plans for the regional landfill and the vertical expansion of the Seneca Landfill.

DHEC had requested additional information regarding the application for the regional landfill and at the meeting in Columbia, Mr. Crain informed DHEC representatives that in his opinion their lack of response was one (1) of three (3) things: (1) technical, you say you don't know what is wrong, (2) political, you can't get involved in that and (3) legal, if you want to pursue that, then pursue it. Additional information has been submitted to DHEC which they are reviewing, but DHEC is holding up the permit for both the regional and Seneca Landfill.

Although Solid Waste is operating under the premise that DHEC has given the consent order to continue to deposit waste, the problem is that we are going to run out of space if DHEC does not act quickly.

Mr. Hirst stated his plan was to move the roadway back to the original road (this would be possible by the plan submitted to, but not approved by DHEC) which would bring the total slope out to allow the Solid Waste Department to work for an extended time at the Seneca Landfill, however, this is only a temporary measure. Mr. Hirst further stated he is expecting DHEC to work with the county until something happens regarding the regional landfill.

Mr. Cain informed Council that the addition at the Sewer Plant is operational and include improving their process by which to dry sludge and they are interested in bringing their sludge back to the Seneca Landfill due to the astronomical cost in hauling it to a lined landfill. The county did indicate to the Sewer Commission that the vertical expansion might provide some relief for them, but the problem is that the county is running out of space.

Mr. Hirst stated the load of sludge he had observed was not that much improved. The material was constantly on the equipment, there was tremendous odor problems, and he did not think we should be willing to accept anything that would enhance the contamination that we know is there. Mr. Hirst went on record that he was one hundred (100) percent against accepting sludge from an operational standpoint.

Although it is costly for the Sewer Commission, it would certainly hamper the operation of the county especially since municipal waste, construction waste and demolition waste cannot be mixed. The 1991 Solid Waste Policy Management Act classifies sludge as a special waste and Mr. Hirst does not feel the county wants to get involved in that category of waste.

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Mr. Cain stated that it was his understanding that the Sewer Commission would be responsible for any testing of the sludge.

Landfill  
Cont'd

Mr. Hirst stated that although the Sewer Commission is willing to conduct testing, testing is not the problem, operation of the facility is the problem and if you observe to see if the sludge is not dry enough, it splatters in your face and on your clothing.

Mr. Cain informed Council the company the Sewer Commission was dealing with to purchase a sludge drying machine was out of business. To Mr. Orr's inquiry, Mr. Cain stated he did not know if the Sewer Commission had tried to negotiate with any other companies for this type machine.

To Mr. Crain's inquiry, Mr. Cain felt the issue of a sludge dryer with ENVIROFAB was a dead issue and there was no point in pursuing it legally.

Mr. Orr made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Strickland not present) that legal counsel meet with representatives from the City of Seneca to determine the owner, whose responsibility it is to implement closure/post closure of the entire tract of the Seneca Landfill and legal counsel be given the authority to inform city officials of all known facts pertaining to same.

Ms. Burrell made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Strickland not present) that Goldie & Associates be given permission to proceed with completing the plan to close the entire Seneca Landfill to submit to DHEC by September 30, 1996 to Subtitle "D" regulations as per the attached contract by and between Oconee County and Goldie & Associates, Inc. adopted by Council December 12, 1995. Further, that Oconee County pay for these services and legal counsel so advise the City of Seneca and if the city has any objections to notify the county within ten (10) days.

Please see the attached contract for a breakdown of services and costs.

Mr. Devoe stated they would be briefing Council at a later date on the groundwater assessment at the Seneca Landfill.

Mr. Crain informed Council that DHEC was aware the regional landfill will not be operational by February 28, 1997. The application was submitted to DHEC in December, 1995 for an approximate one hundred, seventy-five (175) acre footprint which DHEC failed to give a technical reason for not approving.

In January, 1996 DHEC still did not grant the permit, without giving a reason, and indicated they would probably approve a permit for approximately one hundred (100) acres. This permit has not been given and no technical reason has been given, DHEC has asked for three (3) monitoring wells, this has been done, one (1) of the wells is questionable and required additional information. Mr. Crain then informed Council a meeting was planned at DHEC July 3, 1996.

**Landfill  
Cont'd**

After a brief discussion, it was the consensus of Council that Mr. Hamilton attend this meeting as he is the Chairperson of the Law Enforcement, Safety, Health, Welfare & Services Committee and his term does not expire at the end of this year.

To Mr. Williams inquiry regarding the renting of the pasture land owned by the county, Mr. Crain informed him the land had to sit idle a certain period of time to be used as a borrow site for the landfill.

**Pasture  
Land**

Ms. Burrell made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Strickland not present) that Mr. Roy Funderburck's resignation from the Emergency Preparedness Commission be regretfully accepted and Mr. Dean Crane be appointed to replace him representing District I with his term commencing immediately and expiring December 31, 1999.

**Emergency  
Prep.**

Council agreed by consensus that the attached Overall Economic Development Plan be adopted.

**OEDP**

Mr. Orr made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Strickland not present) that the cost of printing the 911 maps be amended from \$ .49 to \$ .54 as per the attached memorandum from the SC Appalachian Council of Governments.

**911 Maps**

Mr. Williams made a motion, seconded by Ms. Burrell, approved 4 - 0 (Mr. Strickland not present) that the attached lease for the Seneca Health Clinic by and between Oconee County and Mrs. Wilma Rankin be adopted upon review of the county attorney.

**Seneca  
Clinic  
Lease**

Mr. Orr made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Strickland not present) that \$22,475 be taken from contingency and placed in line item 010 007 00130 77715 for a State Accident Fund audit adjustment invoice for 1994.

**State  
Accident**

Mr. Cain, County Attorney, informed Council there was some disagreement with respect to the ownership of the copyright for the 911 maps.

**911 Maps**



Minutes, Oconee County Council Meeting  
June 18, 1996  
Page 15

Adjourn: 6:30 pm

**Adjourn**

Submitted By:

Opal O. Green  
Opal O. Green, Clerk  
Oconee County Council

Reviewed By:

Norman D. Crain  
Supervisor-Chairman  
Oconee County Council

HAYNSWORTH, MARION, MCNEAT & BURKARD, L.L.P.

75 Beattie Place  
C & S Tower, 11th Floor  
Post Office Box 2048  
Greenville, South Carolina 29602

TELECOPIER NUMBER (864) 240-3300

TELECOPIER COVER LETTER

PRIVILEGED AND CONFIDENTIAL

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PLEASE DELIVER THE FOLLOWING PAGE(S) TO

SA, MFL, Opal Green / Tim Cal  
FIRM/COMPANY: \_\_\_\_\_  
City \_\_\_\_\_

TELEPHONE NO. 803-928-4200 FAX NO. 803-928-4200

ATTENTION: J. Wesley Crum III

COMMENTS:

NUMBER OF PAGES INCLUDING THIS COVER LETTER: 10  
DATE: July 13, 1996 TIME: \_\_\_\_\_

IF YOU DO NOT RECEIVE ALL PAGES OR IF ANY TRANSMISSION IS  
NOT RECEIVED, PLEASE TELEPHONE LISA SMITH AT (864) 240-3312  
IMMEDIATELY



OCONEE COUNTY, SOUTH CAROLINA

FIRST SUPPLEMENTAL ORDINANCE NO. 9913

TO MASTER ORDINANCE NO. 9913

A FIRST SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF A (\$2,285,000) OCONEE COUNTY, SOUTH CAROLINA, SPECIAL SOURCE REVENUE BOND (BORG-WARNER AUTOMOTIVE POWERTRAIN SYSTEMS CORPORATION PROJECT) SERIES 1996; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT IN CONNECTION THEREWITH, AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED, by the County Council of Oconee County, South Carolina (the "Council"):

Section 1. Definitions. The terms in this Section 1 and all words and terms defined in Master Ordinance No. 9913 enacted by the County Council of Oconee County on (Aug. 8, 1996) the "Master Ordinance" and Master Ordinance as from time to time amended or supplemented by Supplemental Ordinances being defined in said Master Ordinance as the "Master Ordinance", (except as hereinafter otherwise expressly provided or unless the context otherwise requires), and for all purposes of this First Supplemental Ordinance (the "Supplemental Ordinance") have the respective meanings given to them in the Master Ordinance and in Section 1.

~~Section 2. Lease Agreement.~~  
~~Section 3. Lease Agreement.~~  
~~Section 4. Lease Agreement.~~  
~~Section 5. Lease Agreement.~~  
~~Section 6. Lease Agreement.~~  
~~Section 7. Lease Agreement.~~  
~~Section 8. Lease Agreement.~~  
~~Section 9. Lease Agreement.~~  
~~Section 10. Lease Agreement.~~  
~~Section 11. Lease Agreement.~~  
~~Section 12. Lease Agreement.~~  
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~~Section 95. Lease Agreement.~~  
~~Section 96. Lease Agreement.~~  
~~Section 97. Lease Agreement.~~  
~~Section 98. Lease Agreement.~~  
~~Section 99. Lease Agreement.~~  
~~Section 100. Lease Agreement.~~

"Company" shall mean Borg Warner Automotive Powertrain System, Corporation, a Delaware corporation, or its successors and assigns as operators of an industrial facility in the Park

"Company Project" shall mean the land, building and equipment owned, leased or used by the Company located on the real property described in Exhibit B attached hereto and which are subject to fee in lieu of tax payments.

The Lease Agreement  
by the County  
to the  
Bank.



"Competition Fund of 1996" shall mean the fund of that name established pursuant to Section 4 herein.

"Contractor" shall mean the firm and individual appointed pursuant to Section 6 herein.

"Lease Agreement" shall mean the Lease Agreement dated as of ~~July~~ June 1, 1996 between the Company or its assignee and the County.

define  
"Park Agreement" →

~~"Reserve Requirement"~~ shall mean ~~the amount of money set aside on the Series 1996 Bonds~~

Series 1996 Bond shall mean the Oconee County, South Carolina, Special Source Revenue Bond (Borg-Warner Automotive Powertrain Systems Corporation Project) Series 1996, in the aggregate principal amount of ~~\$8,000,000~~ authorized to be issued hereunder.

"Series A Project" shall mean the particular Project to be financed with the proceeds of the Series 1996 Bond described on Exhibit A attached hereto.

1996 Series A Revenues shall mean the ~~1996~~ Revenues of the County derived under the Park Agreement from the Company Project and pledged to secure payment of the Series 1996 Bond as specified in Section 9 herein.

Section 2. Authorization of Series 1996 Bond, Maturities, Interest Rates and Sinking Fund Provisions.

(a) There is hereby authorized to be issued a Series of Bonds designated "Oconee County, South Carolina, Special Source Revenue Bond (Borg-Warner Automotive Powertrain Systems Corporation Project) Series 1996 (the "Special Source Bond"), in the total principal amount of ~~\$8,000,000~~ for the purpose of defraying the cost of the 1996 Series Project, in order to induce the Company to locate an industrial facility in the Park. The Series 1996 Bond shall mature on ~~March 1~~ in each of the years and in the principal amounts as follows:

Year Principal Amount

[The table content is extremely faint and illegible due to heavy noise and low contrast in the scan.]

167249100  
167249100  
R054263

The Special Source Bonds shall bear interest at a fixed rate per annum equal to 8.00%.

(b) The Special Source Bond shall originally be dated a date of initial issuance and shall be issued as a fully registered bond.

(c) Principal of the Special Source Bond shall be payable at the principal office of the bank registered March 1, 1995. Interest on the Special Source Bond shall be payable semi-annually on March 1 and September 1 of each year, commencing September 1, 1995, in cash or by draft payable to the Holder of the immediately preceding Record Date, such draft to be paid by check or draft mailed to the Holder at the address as it appears on the Books of Registry.

(d) The Special Source Bond shall be subject to all provisions pertaining thereto which are incorporated in the form set forth in the Master Ordinance, with such necessary or appropriate variations, amendments and insertions as are incidental to the series, numbers, denominations, and other interest rate or other redemption provisions, the purpose or issuance and other details thereof or as are otherwise permitted or required by law or by the Master Ordinance, including this Supplemental Ordinance.

~~Section 3. Optional Redemption of Special Source Bond. The Special Source Bond shall be subject to redemption without penalty prior to maturity at the option of the County, as a whole at any time, or in part from time to time on any March 1 or September 1 ~~not shall be subject to redemption as provided in the Master Ordinance~~ at such times and in such amounts as the County may determine.~~

Section 4. Construction Fund of 1995. There is hereby created and established the Construction Fund of 1995, which fund shall be held by the County Treasurer. Withdrawals from the Construction Fund shall be made by written authorization of the Authorized Representative of the County and approved by the County Supervisor/Chairman or his designee and ~~the~~ First National Bank of South Carolina (the "Bank"). The County hereby authorizes the Custodian to disburse the moneys in the Construction Fund of 1995 and to pay such moneys to the persons entitled thereon in accordance with Section 4 hereof and such written authorization as may be requested by the County. All interest earnings may, at the option of the County, be retained in the Construction Fund or applied to pay interest on the Special Source Bond.



Section 5. Special Findings and Determinations. The County hereby finds and determines:

(A) This Supplemental Ordinance supplementing the Master Ordinance, constitutes and is a Supplemental Ordinance within the meaning of each quoted term as defined and used in the Master Ordinance, and is enacted under and pursuant to the Master Ordinance.

(B) The Special Source Bond constitutes and is a "Bond" within the meaning of the quoted word as defined and used in the Master Ordinance.

(C) The State 1996 Revenue pledged under the Master Ordinance and this Supplemental Ordinance are not encumbered by any lien and charge thereon or pledge thereof, other than the lien and charge thereon and pledge thereof created by the Master Ordinance and this Supplemental Ordinance for the use and security of the Special Source Bond.

*constitute "Project Revenues" within the meaning of the Master Ordinance and*

(D) There does not exist an Event of Default nor does there exist any condition which, after the passage of time or the giving of notice or both, would constitute such event of Default.

(E) The period of usefulness of the Park is in excess of twelve (12) years.

Section 6. Designation of Custodian of Construction Fund of 1996. The Council hereby designates the Bank as Custodian of the Construction Fund of 1996.

Section 7. Sale and Assumption of Special Source Bond.

(A) The County hereby finds and determines that the purchase contract submitted by the Bank for the purchase of the Special Source Bond is fair and reasonable and in the best interest of the County; that the Special Source Bond shall be sold to the Special Source Bond Purchaser at a purchase price of \$670,000.00 and upon the terms and conditions set forth in the Purchase Contract and upon the basis of the representations therein set forth, and that all conditions precedent to or contingent with the acceptance of the Purchase Contract by the County have been satisfied.

(B) A copy of this Supplemental Ordinance shall be filed with the minutes of this meeting.

(C) The County hereby authorizes and directs all of the officers and employees of the County to carry out or cause to be carried out all obligations of the County under the aforesaid Purchase Contract and to perform such other actions as

they shall consider necessary or advisable in connection with the issuance, sale and delivery of the Special Source Bond.

(d) Such persons as the Supervisor/Chairman of the Council shall designate may exercise the foregoing powers and duties of the Supervisor/Chairman of the Council in lieu thereof

(e) The County hereby authorizes the use of the Master Ordinance (including this Supplemental Ordinance) and the information contained therein in connection with the purchase of the Special Source Bond by the Bank

Section 2. Application of Proceeds of Special Source Bond and Certain Other Moneys. The proceeds derived from the sale of the Special Source Bond shall be deposited with the Treasurer for deposit in the Construction Fund of 1996 and used for the following purposes:

(a) To pay the Cost of Acquisition and Construction of the Project ~~and~~ ~~capitalized interest;~~ and

(b) To pay Cost of Interest

*transferred from the Construction fund of 1996 for*

(c) ~~Interest on the Special Source Bond and on the proceeds of the Special Source Bond~~ shall be deposited in the interest account in the Debt Service Fund which shall be held by the County from ~~the date of issuance~~ and applied to pay interest due from the date thereof to ~~September 30, 1997~~.

Each requisition submitted to the Construction Fund shall be signed by the Authorized Representative of the Company and approved by the County Finance Director and the Bank as holder of the Special Source Bond

Section 3. Security. The Special Source Bond is secured by the 1996 Series A Revenues which shall consist of all the payments derived by the County pursuant to the Park Agreement from the 1996 Company Project and shall be subject to no prior liens or encumbrances ~~other than the prior lien of the Special Source Bond and the Supplemental Ordinance.~~ The Special Source Bond is further secured by a security interest in the Construction Fund, Reserve Fund and Debt Service Fund established for this Series of Bond ~~and the Supplemental Ordinance.~~

Section 4. Lease Agreement. The Council authorizes the execution and delivery of the Lease Agreement ~~and the assignment of the Special Source Bond to the Company with the proceeds of the Special Source Bond to the Company on the date of issuance of the Special Source Bond by the County to the Company with respect to the 1996 Series A Project.~~

*5*  
*presented to this meeting*

~~Section 12.1. The Council, for the benefit of the Bank, is hereby authorized to...~~  
~~Section 12.2. The Council, for the benefit of the Bank, is hereby authorized to...~~  
~~Section 12.3. The Council, for the benefit of the Bank, is hereby authorized to...~~

**Section 12.4. (Under Revision)** The Mayor, the Chairman of the Council, the Clerk of the Council and the Council members are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate the intent of the Special Service Order and to carry out the intentions of any Supplemental Ordinance.

**Section 12.5. (Under Revision)** The readings and copies of the several sections hereof shall be fully for and in force of effect and shall not affect the meaning, construction, interpretation or effect of the Supplemental Ordinance.

**Section 12.6. (Under Revision)** All notices, certificates and other communications hereunder and under the Master Ordinance shall be sufficiently given and shall be deemed given when mailed by first-class, postage prepaid, addressed as follows:

If to the County:  
 Oconee County, South Carolina  
 208 Booker Drive  
 Walhalla, South Carolina 29691  
 Attention: Norman D. Crain

The Council may, by order, give to the other parties, designate any further or different address to which notices, certificates or other communications shall be sent.

**Section 12.7. (Under Revision)** This Supplemental Ordinance shall become effective upon its enactment.

[Execution follows on next page]



Done and adopted by the County Council of Oconee County, South Carolina, this  
day of June, 1996.

OCCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Normal D. Green, Supervisor/Chairman, County  
Council of Oconee County, South Carolina

(SEAL)

ATTEST:

\_\_\_\_\_  
Opal O. Green, Clerk, County Council  
of Oconee County, South Carolina

Date of First Reading:	December 19, 1995
Date of Second Reading:	January 10, 1996
Date of Public Hearing:	January 10, 1996
Date of Third Reading:	June 13, 1996

06/18/96 14:51 864 240 3300  
06/18/86 TGE 09:53 FAX 803 240 3382

HAYNSWORTH-GRV.  
HAYNSWORTH GVL BOND

009/010  
NO. 256 P. 5/12 009

EXHIBIT "A"

PROJECT DESCRIPTION

06/18/96 14:51 864 240 3300  
08/18/86 108 08:34 FAX 802 240 3302

HAYNSWORTH-GRV.  
HAYNSWORTH GVL BOND

010/010  
NO. 066 P. 10/10  
010

EXHIBIT B

REAL ESTATE & SECURITY

100 H. PROVIDENT & TRUST

**Office of Solicitor**  
TENTH JUDICIAL CIRCUIT  
ANDERSON & OCONEE COUNTIES



ANDERSON COUNTY  
ANDERSON COUNTY COURTHOUSE  
ANDERSON, SC 29621  
TELEPHONE (864) 260-4046

OCONEE COUNTY  
OCONEE COUNTY COURTHOUSE  
WALHALLA, SC 29691  
TELEPHONE (864) 638-4294

GEORGE M. DUCWORTH, SOLICITOR

TO: Opal Green, County Council Clerk

FROM: George M. Ducworth, Solicitor

RE: County Car

Dear Mrs. Green:

I respectfully request time before County Council on June 18, 1996 at 3:00 p.m. to address Council regarding use of the vehicle assigned to our office.

If you have any questions, or need further information, please contact my Oconee Office.

Thanking you in advance for your attention to this matter,

Sincerely,

*s/ George M. Ducworth*  
George M. Ducworth  
Solicitor

## ***South Carolina State Housing Finance and Development Authority***

### ***HOME The Investment Partnerships Program***

The **HOME** Program was enacted under Title II (the **HOME** Investment Partnerships Act) of the Cranston-Gonzalez National Affordable Housing Act of 1990. In 1991, the South Carolina State Housing Finance and Development Authority (the Authority) was designated by Governor Carroll A. Campbell, Jr. to administer the **HOME** Program on behalf of the State of South Carolina. From 1992 to 1996, the State has received over \$48 million for affordable housing.

The **HOME** Program was created to:

- ⇒ Strengthen the abilities of state and local governments to design and implement strategies for achieving adequate supplies of decent, affordable housing;
- ⇒ Increase the supply of decent, safe, sanitary, and affordable housing with the primary focus on rental housing, for very low-and low-income persons; and
- ⇒ Encourage public private, and nonprofit partnerships in addressing affordable housing needs.

**HOME** is designed as a partnership among the federal government (HUD), state and local governments and those in the for-profit and non-profit sectors who build, own, manage, finance and support low income housing initiatives. The partnership features of **HOME** include:

- ⇒ **Non-Profit Participation:** **HOME** not only allows, but mandates that 15% of each years' allocation go specifically to CHDOs (Community Housing Development Organizations), who are developers, sponsors, or owners of **HOME** eligible projects.
- ⇒ **Local Government Participation:** Any unit of local government statewide is eligible to receive **HOME** funding for revitalization efforts within their jurisdiction.
- ⇒ **Matching Funds:** All eligible activities carry with them the 25% federal matching requirement associated with the project. While an applicant is not required to provide the match themselves, their projects are closely scrutinized for potential sources by the Authority.
- ⇒ **Federal Rules, but Local Design and Implementation:** **HOME** regulations provide the policy framework for **HOME**, but each recipient designs a program within the boundaries of state policies that meets their needs.

The Authority will continue to encourage the effective use of **HOME** funds by encouraging eligible entities to apply for program activities authorized by the **HOME** Program.

1. **Owner-Occupied Rehabilitation** - will assist neighborhood revitalization of targeted areas, offer assistance to homeowners in neighborhoods that have not traditionally been served, and help elderly homeowners with limited incomes make repairs and improvements to their homes.
2. **Tenant-Based Rental Assistance** - will help reduce the number of needy families and individuals statewide on the Section 8 waiting lists, and stimulate unassisted rehabilitation activities by the private sector based on the potential renter's ability to occupy market-priced rental units.
3. **Moderate and Substantial Rehabilitation of Rental Units** - will spur construction activity, create jobs, and increase materials purchase while improving the living conditions of the economically disadvantaged that cannot participate in homeownership opportunities but still deserve decent, safe, and affordable housing.
4. **Homeownership/Assistance** - will give program participants an opportunity for homeownership that may not be available through conventional means. Forms of assistance may include: down payment and/or closing cost assistance, acquisition or construction subsidies.
5. **New Construction** - will address the conditions faced by the economically disadvantaged whose living conditions cannot be satisfied by rehabilitation. By using underdeveloped areas in various localities, this option can assist in eliminating the "pockets" of poverty in our state.

**HOME is targeted to those most in need. All HOME funds must benefit persons at 80 percent or below the county median income.**

**For more information contact the HOME staff at 734-2207.**

*Dep (credit, bad debt)*

**"Housing South Carolina Is Our Business"**



# South Carolina State Housing Finance and Development Authority

919 Bluff Road, Columbia, South Carolina 29201

Telephone: (803) 734-2000

TDD: (803) 734-2389

Rebecca K. Swindell  
Chairman

David M. Leopard  
Executive Director

## HOME Investment Partnerships Program

### NOTICE OF FUNDING AVAILABILITY

for the

### HOME Owner Occupied Rehabilitation, Rental Housing and HOME Ownership Programs

The South Carolina State Housing Finance and Development Authority (the "Authority") hereby notifies interested parties of the funding availability of **\$10,148,464**, for the 1996 HOME application process. The applications will be made available on July 9, 1996 and will be due on or before August 30, 1996. The applications will be accepted for the following set-asides:

- **\$3,382,818** Owner-Occupied Rehabilitation, Rental Housing, Home Ownership - for the use of rehabilitation and reconstruction of affordable housing, serving persons at 80% of median or less. (This amount will be designated to the nine (9) Regional Council of Governments areas in the amount of \$375,868 per region)
- **\$3,382,818** Rental Housing (Site-Specific) - to use for acquisition and/or rehabilitation, or new construction of affordable housing, serving persons initially at 60% of median or less.
- **\$3,382,818** Home ownership - to use for acquisition and/or rehabilitation, down payment assistance, closing cost assistance, or new construction of affordable housing serving persons at 80% of median or less.

*possible 2/3*

Federal Regulations 24 CFR Part 92, require that 15% of each fiscal years HOME allocation be set-aside for Community Housing Development Organizations (CHDOs) that develop, own or sponsor HOME projects. Eligible CHDO activities are Rental Housing and Home Ownership projects.

The Authority will select applications that effect a fair geographic distribution, are consistent with the State's Consolidated Plan and are within the limitations of the funds that are available.

Interested parties should contact Pat Granger, at (803) 734-2207, for further information concerning General Guidelines, Applications, and Criteria. Please submit \$25 dollars for each application requested. Make checks payable to the South Carolina State Housing Finance and Development Authority. Mail requests and checks to: South Carolina State Housing and Finance Development Authority, HOME Application Request, 919 Bluff Road, Columbia, South Carolina 29201.

*\$200,000 MAXIMUM  
CO 1 Applicant.*



BIDDER	Compu Comm Group, MMRD, Inc.	Palmetto Scale Service	Ross Computer Services		
Solid Waste - Software & Hardware	\$ 5,783.00	\$ 7,350.12	\$ 5,925.00		
Economic Development - Software & Hardware	3,006.00	3,458.74	2,965.20		
Laser Printer - 600dpi (total for two printers)	820.00	956.00	2,000.00		
Laser Printer - 600dpi, color	<del>1,899.00</del>	<del>6,820.00</del>	<del>6,700.00</del>		
Okidata Printer - ML320, 9 pin	340.00	382.50	400.00		
Canon Bubble Jet Printer - 720dpi, color	<del>335.00</del>	<del>513.00</del>	<del>400.00</del>		
Additional hourly rate (training per hour)	35.00	72.38	55.00		
Sales Tax	497.45	607.37	564.51		
Grand Total	\$ <sup>✓</sup> 10,446.45	\$ 12,754.73	\$ 11,854.71		
Additional training (approx)	140	289.52	220		
Delivery	15 working days	3 - 6 weeks	1 week		
Attended Bid Opening: Marianne Dillard, Jenny Peay, Thelma Miller - Oconee County, Dick Ross - Ross Computer Services					



BID NO. 95-47

(Use this number on envelopes and all related correspondence.)

**BID FORM**

**OCONEE COUNTY PURCHASING DEPARTMENT**

**201 W. MAIN STREET, WALHALLA, SC 29691**

The CompuComm Group, MMRD, INC  
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for complete installation of two computer systems for two separate departments

- |    |  |  |
|----|--|--|
| 1. | Solid Waste Department (Software & Hardware) | \$ <u>5783<sup>00</sup></u> plus <u>264<sup>10</sup></u> SC SALES TAX (lump sum) |
| 2. | Economic Development (Software & Hardware)   | \$ <u>3006<sup>00</sup></u> plus <u>146<sup>27</sup></u> SC SALES TAX (lump sum) |
| 3. | Laser Printer - 600dpi                       | \$ <u>410<sup>00</sup></u> plus <u>20<sup>50</sup></u> SC SALES TAX              |
| 4. | Laser Printer - 600 dpi - color              | \$ <u>1899<sup>00</sup></u> plus <u>94<sup>95</sup></u> SC SALES TAX             |
| 5. | Okidata - ML 320 - 9 pin                     | \$ <u>340<sup>00</sup></u> plus <u>17<sup>00</sup></u> SC SALES TAX              |
| 6. | Cannon Bubble Jet 720 dpi color printer      | \$ <u>335</u> plus <u>16<sup>75</sup></u> SC SALES TAX                           |
| 7. | Additional hourly rate (training per hour)   | \$ <u>35<sup>00</sup></u>  |

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 15 <sup>within</sup> Working Days After Receipt of Order

Bidding Organization: CompuComm Group, MMRD, INC.

Address: 309 West North 2<sup>nd</sup> Street, Seneca, SC 29678

Signature of Bidders Representative: Rick W. Davis

Title: Vice President Date: June 12, 1996

Telephone: 864-985-7700

**BID SUPPLEMENTAL FORM**

**OCONEE COUNTY PURCHASING DEPARTMENT**

**201 WEST MAIN STREET**

**WALHALLA, SOUTH CAROLINA 29691**

DATE: June 12, 1996

BID NO. 95-47

The CompuComm Group, MMRD, INC. takes the following exceptions:  
(Bidder)

- (A) Learning Series WIN 95 replaced with Personal training systems CD-Rom Bundle for windows 95. This includes Intro, Intermediate, and advanced modules on windows 95 Office Professional Complete,
- (B) Quoted Hard Drive sizes are 1.2 GIG each. (meets minimum)
- (C) Quoted CD-Rom drives are 6 speed.
- (D) Quoted Color Laser is 600 x 300 dpi combination wax transfer & Dye Sublimation unit.
- (E) Standard manufacturer's warranties apply to printers.
- (F) A copy of our General Liability and workman's Compensation Insurance Certificates are on file with Oconee County Purchasing.
- (G) our terms of payment are Net 10 days from delivery & set-up.

SIGNATURE: Chick W. Davis

BID NO. 95-47

(Use this number on envelopes and all related correspondence.)

**BID FORM**

**OCONEE COUNTY PURCHASING DEPARTMENT**

**201 W. MAIN STREET, WALHALLA, SC 29691**

The PALMETTO SCALE SERVICE

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for complete installation of two computer systems for two separate departments

- 1. Solid Waste Department (Software & Hardware) \$ 1350.12 (lump sum)
- 2. Economic Development (Software & Hardware) \$ 3458.74 (lump sum)
- 3. Laser Printer - 600dpi \$ 478.00
- 4. Laser Printer - 600 dpi - color \$ 6820.00
- 5. Okidata - ML 320 - 9 pin \$ 382.50
- 6. Cannon Bubble Jet 720 dpi color printer \$ 513.00
- 7. Additional hourly rate (training per hour) \$ 72.38

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 3 TO 6 WEEKS

Bidding Organization: PALMETTO SCALE SERVICE, INC.

Address: 1467 OLD DUNBAR RD. COLUMBIA, S.C. 29228

Signature of Bidders Representative: [Signature]

Title: Sales Date: 6 June, 1996

Telephone: 1-800-932-8809 or (803) 755-6650

**BID SUPPLEMENTAL FORM**  
**OCONEE COUNTY PURCHASING DEPARTMENT**  
**201 WEST MAIN STREET**  
**WALHALLA, SOUTH CAROLINA 29691**

DATE: 6 JUNE, 1996 BID NO. 95-47

The PALMETTO SCALE SERVICE takes the following exceptions:  
(Bidder)

NO CONDUIT OR CONDUIT INSTALLATION IS INCLUDED.  
NO WALLPLATES OR RECEPTACLES ARE INCLUDED.  
NO APPLICATIONS BEYOND THOSE SUPPLIED AND  
INTENDED BY THE BID REQUIRED SOFTWARE  
ARE INCLUDED.

SIGNATURE: 

BID NO. 95-47  
(Use this number on envelopes and all related correspondence.)

**BID FORM**  
**OCONEE COUNTY PURCHASING DEPARTMENT**  
**201 W. MAIN STREET, WALHALLA, SC 29691**

The \_\_\_\_\_  
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for complete installation of two computer systems for two separate departments

- |    |   |                               |
|----|---|-------------------------------|
| 1. | Solid Waste Department (Software & Hardware)                              | \$ <u>5,925.00</u> (lump sum) |
| 2. | Economic Development (Software & Hardware)                                | \$ <u>2,965.20</u> (lump sum) |
| 3. | Laser Printer - 600dpi  | \$ <u>1,000.00</u>            |
| 4. | Laser Printer - 600 dpi - color   | \$ <u>6,700.00</u>            |
| 5. | Okidata - ML 320 - 9 pin  | \$ <u>400.00</u>              |
| 6. | <del>Cannon Bubble Jet 720 dpi color printer</del><br>Epson 720 DPI color | \$ <u>400</u>                 |
| 7. | Additional hourly rate (training per hour)                                | \$ <u>55.00</u>               |

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 1 WEEK FROM BID

Bidding Organization: ROSS COMPUTER SERVICES

Address: 102 CEDAR PLAZA DRIVE

Signature of Bidders Representative: RALPH

Title: OWNER Date: 6/13/95

Telephone: 864-882-9871

**BID SUPPLEMENTAL FORM**  
**OCONEE COUNTY PURCHASING DEPARTMENT**  
**201 WEST MAIN STREET**  
**WALHALLA, SOUTH CAROLINA 29691**

DATE: 6/13/94 BID NO. 95-47

The Ross Computer Service takes the following exceptions:  
(Bidder)

EPSON color INJET For ITEM # 6  
2 YEAR WARRANTY WE DO WARRANTY WORK AT  
ROSS COMPUTER SERVICES IN SEWER.

SYSTEM BOARD IS INTEL TOWER II CHIPSET  
WITH 512K CACHE

SIGNATURE: R. Alton

# OCONEE COUNTY PURCHASING DEPARTMENT

Mailing:  
208 Booker Drive  
Walhalla, SC 29691

201 West Main Street  
Walhalla, SC 29691

June 6, 1996

RECEIVED

JUN 12 1996

OCONEE COUNTY  
PURCHASING DEPT.

Purchasing Agent  
Marianne A. Dillard

Goldie & Associate  
Attn: Steve Goldie  
210-A W. North Second Street  
Seneca, SC 29678

RE: Sampling & Analysis Groundwater Five Forks & Seneca Landfills  
Bid 94-37

Dear Mr. Goldie:

The purpose of this letter is to see if you agree to renewal of the above referenced bid. The term of bid is for one year, with the option to renew for two additional one-year periods, upon mutual agreement of both parties. This is for the first one-year renewal, with the second and final renewal to be considered in 1997.

If you agree to this renewal, please sign below and return to Purchasing Department.

Sincerely,



Marianne Dillard  
Purchasing Agent

I agree to renewal of the above referenced bid.



Steve Goldie

MAD:aa

Telephone  
(864) 638 - 4141

Fax  
(864) 638 - 4142

# OCONEE COUNTY PURCHASING DEPARTMENT

Mailing:  
208 Booker Drive  
Walhalla, SC 29691

201 West Main Street  
Walhalla, SC 29691

Purchasing Agent  
Marianne A. Dillard

RECEIVED

June 6, 1996

JUN 11 1996

OCONEE COUNTY  
PURCHASING DEPT.

Texidyne, Inc.  
Attn: Judy Masterson  
Post Office Box 1646  
Clemson, SC 29633

RE: Storm Water Sampling & Analysis for Landfills  
Bid 93-53

Dear Ms. Masterson:

The purpose of this letter is to see if you agree to renewal of the above referenced bid. The term of bid is for one year, with the option to renew for two additional one-year periods, upon mutual agreement of both parties. This is for the second and final one-year renewal.


If you agree to this renewal, please sign below and return to Purchasing Department.

Sincerely,



Marianne Dillard  
Purchasing Agent

I agree to renewal of the above referenced bid.

  
\_\_\_\_\_  
Judy Masterson, Administrative Asst.

MAD:aa

Telephone  
(864) 638 - 4141

Fax  
(864) 638 - 4142





BID NO. 95-48  
Use this number  
on envelopes and  
all related correspondence.)

**BID FORM**  
**OCONEE COUNTY PURCHASING DEPARTMENT**  
**201 W. MAIN STREET, WALHALLA, SC 29691**

The Watson's Tires & Treads Inc  
submits herewith our Bid in response to bid request number shown above, and in compliance  
with the description(s) and/or specification(s) attached hereto for

**Recapping Tires at Oconee County Motor Pool.**

QUANTITY	TIRE SIZE	TREAD	UNIT PRICE	TOTAL
50	1000R20	Logger Lug	<u>75<sup>00</sup></u>	<u>\$ 3750.00</u>
20	11R22.5	Logger Lug	<u>78.50</u>	<u>\$ 1570.00</u>
15	11R24.5	Super Hwy	<u>72<sup>00</sup></u>	<u>\$ 1080.00</u>
6	9R22.5	Super Hwy	<u>65<sup>00</sup></u>	<u>\$ 390.00</u>
6	1100R20	Logger Lug	<u>82<sup>00</sup></u>	<u>\$ 492.00</u>

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: 6/13/96  
Bidding Organization: Watson's Tires & Treads Inc  
Address: P.O. Box 308 Simpsonville SC 29681  
Signature of Bidders Representative: Wichiffe T. Watson  
Title: Pres Date: 6/13/96  
Telephone: 864-963-3907

**BID SUPPLEMENTAL FORM**

**OCONEE COUNTY PURCHASING DEPARTMENT**

**201 WEST MAIN STREET**

**WALHALLA, SOUTH CAROLINA 29691**

DATE: 6/13/96 BID NO. 95-48

The Watson's Tires & Treads Inc takes the following exceptions:  
(Bidder)

*Repairs will be billed as required.*

SIGNATURE: *Wynhiffe T. Watson*

BIDDER	Owens Automotive	Henry's Body Shop	Galbreath Auto Paint Shop
Part & Repairs	\$ 4,588.21	\$ 5,072.70	no bid
Labor	1,287.00	1,254.00	
Sales Tax	218.79	253.63	
Grand Total	\$ 6,094.00	\$ 6,580.33	
Attended Bid Opening: Marianne Dillard, Jenny Peay, Lee Davis - Oconee County			

BID NO. 95-49  
Use this number  
on envelopes and  
all related correspondence.)

**BID FORM**  
**OCONEE COUNTY PURCHASING DEPARTMENT**  
**201 W. MAIN STREET, WALHALLA, SC 29691**

The owner of Owens Automotive  
submits herewith our Bid in response to bid request number shown above, and in  
compliance with the description(s) and/or specification(s) attached for body repair to 1994  
Ford Crown Victoria patrol car.

	COST
1 ea. Parts & Repairs	\$4588.21
Labor (42.9 hours @ \$30.00)	\$1287.00
Sales Tax	\$218.79
TOTAL	\$6049.00

Error  
in  
addition

Bid shall include delivery to location stated on Bid Notice.  
Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: \_\_\_\_\_

Bidding Organization: Owens Automotive

Address: Hwy 11 South P.O. Box 302 West Union, SC 29691

Signature of Bidders Representative: Ray F. Owen

Title: owner Date: 6-5-96

Telephone: (864) 638-9588

BID NO. 95-49  
Use this number  
on envelopes and  
all related correspondence.)

**BID FORM**  
**OCONEE COUNTY PURCHASING DEPARTMENT**  
**201 W. MAIN STREET, WALHALLA, SC 29691**

The \_\_\_\_\_  
submits herewith our Bid in response to bid request number shown above, and in  
compliance with the description(s) and/or specification(s) attached for body repair to 1994  
Ford Crown Victoria patrol car.

1 ea.	Parts & Repairs	COST
		5072.70
		<del>\$4808.70</del>
	Labor ( $\frac{28.2}{6.0}$ hours @ \$ $\frac{30.00}{33.00}$ )	1254.00
	Sales Tax	253.63
	TOTAL	\$ 6580.33

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: \_\_\_\_\_

Bidding Organization: Henry's Body Shop

Address: 1240 Highlands Hwy. Walhalla SC 29691

Signature of Bidders Representative: Henry Harden

Title: Owner Date: 6/4/96

Telephone: 864-638-9971

# OCONEE COUNTY MOTOR POOL

LEE DAVIS  
SHOP FOREMAN

June 18, 1996

To: Norman Crain, Supervisor- Chairman  
Oconee County Council Members

From: Lee Davis, Shop Foreman  
Oconee County Motor Pool

I would like to ask you to transfer a total of \$31,000.00 to the Rock Crusher Enterprise Fund, from the Contingency Fund.

The Rock Crusher Vehicle Maintenance Account, 17-012-00200-02054, will need approximately \$26,000.00 to cover their estimated cost for the remainder of the 1995-1996 Budget Year.

Due to the Rock Crusher being an Enterprise Fund, I am unable to transfer money to their account or from their account to any other Department. There aren't sufficient funds in any of the Rock Crusher line items that would allow me to do a transfer.

My justification for needing this money transferred into the Vehicle Maintenance Account, is because of unforeseen vehicle and equipment repairs. A rebuilt engine at a cost of \$14,600.00, and the necessary repair of the welder at a cost of over \$2000.00. There have been several other necessary repairs which had to be made that I was unable to foresee.

In the Rock Crusher Diesel Account, 17-012-00540-05454, \$5000.00 also needs to be transferred from the Contingency Fund. This amount should be sufficient for the remainder of this fiscal year.

The average use of diesel fuel for the 1994-95 fiscal year per month for the Rock Crusher was \$2300.00. This year so far, the average use per month has been \$2800.00 per month. This is partially due to the price of Diesel Fuel being (15) fifteenth cents higher per gallon than the previous year. The other reason is the extra hours the equipment has been used in the process of clearing soil in order to make the usable rock more accessible.

I would appreciate your consideration in this matter. If I can be of any assistance to you, or if you have any questions regarding this matter, please feel free to contact me at any time.

LD/jgf

Respectfully,

Lee Davis

208 BOOKER DRIVE  
WALHALLA, SOUTH CAROLINA 29691  
(803) 638-4145

*Lee Davis*



**BALLENGER, FEDDER, CAIN & NORTON, L.L.P.**  
ATTORNEYS AT LAW  
339 BYPASS 123 • POST OFFICE BOX 698  
SENECA, SC 29679  
**TELEPHONE (864)882-6608**  
**FACSIMILE (864)882-7182**

W.J. Fedder (Of Counsel)  
Timothy M. Cain, P.A.  
Bradley A. Norton

William H. Ballenger (Of Counsel)  
Karen F. Ballenger

June 10, 1996

CONFIDENTIAL

Mr. Norman D. Crain  
Oconee County Mailroom  
208 Booker Drive  
Walhalla, SC 29691

Mr. Jack Hurst  
Oconee County Mailroom  
208 Booker Drive  
Walhalla, SC 29691

Mr. Steve Goldie  
GOLDIE & ASSOCIATES  
210-A W N 2nd St.  
Seneca, SC 29678

Ms. Marianne Dillard  
Oconee County Mailroom  
208 Booker Drive  
Walhalla, SC 29691

Re: Closure and Post-Closure for Seneca Landfill

Dear Sirs and Madam:

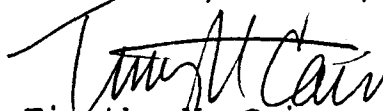
Enclosed please find a copy of that letter of Mr. Ken Acker of the South Carolina Department of Health and Environmental Control concerning the options outlined by DHEC which are available to the County with respect to the closure of the Seneca Landfill Site. You will note that the department has granted an extension of time in which to submit the closure and post-closure plans until September 30, 1996.

I would suggest that a meeting be scheduled to discuss this letter so that County Council may be updated as to the status of same.

Thanking you for your attention to this matter, I remain,

Sincerely,

BALLENGER, FEDDER, CAIN & NORTON, L.L.P.

  
Timothy M. Cain

TMC/apc  
Enclosure



Commissioner: Douglas E. Bryant

Board: John H. Burriss, Chairman  
William M. Hull, Jr., MD, Vice Chairman  
Roger Leaks, Jr., Secretary

*Promoting Health, Protecting the Environment*

Richard E. Jabbour, DDS  
Cyndi C. Mosteller  
Brian K. Smith  
Rodney L. Grandy

June 6, 1996

**VIA FACSIMILE**

Mr. Timothy M. Cain  
Ballenger, Fedder, Cain & Norton, L.L.P.  
Post Office Box 698  
Seneca, South Carolina 29679

RE: Closure & Post Closure Care Requirements  
Seneca Landfill, #371001-1101  
Oconee County

Dear Mr. Cain:

As you are aware, a number of questions have been raised while discussing the closure and post closure plan of the above referenced landfill. While there is little doubt concerning closure of the twenty-nine (29) acre footprint which was originally permitted in 1972, the closure requirements are not as defined for the twenty-six (26) acre "footprint", known as the Old Seneca Landfill, which was not officially permitted by the Department. During the preliminary discussions concerning closure of the landfill, the Department notified Oconee County, in a letter dated January 25, 1996 that closure of the aforementioned twenty-six acres must be coordinated with the Division of Site Assessment and Remediation. The Department clarified this alternative during the February 1, 1996 meeting by stating that any coordination may be handled through a Consent Order (CO). Although it is unlikely that a CO will be pursued at this time, it is very likely that the county may be required to perform additional work at the twenty-six acres in the future. At such time the Division of Site Assessment and Remediation will coordinate all corrective actions.

Following the February 1, 1996 meeting and subsequent to your April 10, 1996 letter, the Department has continued to discuss options which are available to the County. As you summarized in your letter, the County has two options. For additional clarification, the County can avoid any future involvement with the Division Of Site Assessment and Remediation if the twenty-six acres are closed in accordance with the existing regulations (R.61-107.258, Subpart F). In doing so, the Divisions of Solid Waste Planning & Recycling and Mining & Solid Waste Permitting will be charged with monitoring closure and post closure of the entire site, not just the originally permitted twenty-nine acres. However, if the county elects to take no additional action at the twenty-six acres, the Division of Site Assessment and Remediation will revisit the site at a later date.

Mr. Cain  
June 6, 1996  
Page 2

If no further action is taken, the county must demonstrate that at least a two foot cover is uniformly in place over the twenty-six acres. It is the Department's understanding that a number of soil borings have been collected at this site which can document the thickness of cover. As you requested, the closure and post closure plans may be submitted to the Department by September 30, 1996.

If you have any questions, please contact this office at (803) 896-4083.

Sincerely,



Ken Acker  
Solid Waste Compliance

cc: Mr. George Tomlin, DHEC Appalachia I EQC District  
Ms. Melissa King, DHEC Solid Waste Facility Engineer (BSHWM File #20402)  
Ms. Kim Tappa, DHEC Solid Waste Hydrogeology

# Memo

**To:** Norman Crain  
**From:** Robert A. LeClair  
**CC:**  
**Date:** May 17, 1996  
**Re:** Oconee County Mapping

---

Per our conversation on May 16, 1996, I am informing you of the possibility of an increase of fees for the completion of the Oconee County E-911 Mapping Project with Accurate Maps, Inc.. With the addition of churches and accompanying index, there may be a need to increase the dimensions of the map from its current format of 25"x38" to 28"x40" to accommodate the additional features. This increase in page size increases the printing costs 10% due to the larger size of the paper. Financially, this means that the new sized maps will cost Oconee County .54 per map rather than the earlier price of .49 per map for an overall increase of \$1125 in the printing of 22,500 maps. In a conversation with Accurate Maps, Inc. (Friday, May 17, 1996), they agreed to forgo the additional charge for computer time to place the 200+ churches on the map due to the churches serving as landmarks for emergency service vehicles. If this holds true, then the only additional cost Oconee County will be responsible for is the increased paper size only.

If you have any questions, please contact myself or Tony LaVoi.



*Appalachian*  
COUNCIL OF GOVERNMENTS

50 Grand Avenue • PO Drawer 6668  
Greenville, SC 29606 • (864) 242-9733

May 21, 1996

Mr. Norman Crain  
Oconee County Supervisor-Chairman  
208 Booker Drive  
Walhalla, SC 29691

Dear Norman:

Enclosed for your review is a copy of the Summary of the COG's Overall Economic Development Plan (OEDP), adopted by the Council's Board of Directors. As you may remember, the OEDP is simply a compliance document, required by the Economic Development Administration (EDA). Its yearly submission, along with letters of concurrence from each county, maintains the six-county region's eligibility to compete for EDA funds.

I have also enclosed a copy of the letter of concurrence from last year. **I would appreciate your forwarding me a similarly worded copy at your earliest convenience; but if at all possible, by no later than June 14, 1996.** I must have the letters of concurrence in hand before I can submit the OEDP Update in June.

Thanks in advance for your help. Please call if you have any questions at all. I'll be looking forward to hearing from you soon.

Best regards,

Robert M. Strother  
Executive Director

/gmm

Enclosures

# Oconee County Council

Mary Frances Burrell  
District One  
Post Office Box 53  
Tamassee, SC 29686

Harrison E. Orr  
District Two  
Post Office Box 1068  
Walhalla, SC 29691

Harry R. Hamilton  
District Three  
702 Quincy Road  
Seneca, SC 29678

Public Service Building  
208 Booker Drive  
Walhalla, SC 29691  
(803) 638-4244

Norman D. Crain  
Supervisor, Chairman  
208 Booker Drive  
Walhalla, SC 29691  
(803) 638-4242

Roy B. Strickland  
District Four  
203 Isundega Street  
Westminster, SC 29693

Alton K. Williams  
District Five  
901 Pine Grove Road  
Seneca, SC 29678

Timothy M. Cain  
County Attorney  
Post Office Box 698  
Seneca, SC 29679

June 7, 1995

Mr. Robert Strother, Executive Director  
SC Appalachian Council of Governments  
P. O. Drawer 6668  
Greenville, SC 29606

Dear Mr. Strother:

We have received and reviewed the proposed Overall Economic Development Plan from the South Carolina Appalachian Council of Governments. We concur with this report and feel that it sufficiently reflects the plans and objectives of Oconee County.

We further request that the Economic Development Administration continue its designation of the South Carolina Appalachian Region as an Economic Development District.

With warm regards, I am

Respectfully,



Norman D. Crain  
Supervisor-Chairman  
Oconee County Council

NDC/og

Enclosure

C: File

## SUMMARY

### ORGANIZATION AND MANAGEMENT

The S. C. Appalachian Council of Governments' Board of Directors acts as the official Overall Economic Development Plan (OEDP) Policy Committee, and approves the draft OEDP prior to submission of the document to the Economic Development Administration. A broad-based task force was established by the Board to oversee the planning process (see Appendix 8, Overview - Appalachian Regional Development Partnership, Volume II of the OEDP) and plan development. Facilitation of the planning process and plan development were largely carried out by Council of Governments' staff members. Monitoring, evaluating, and reporting on the progress of the program and its results will be the joint responsibility of the Council of Governments' staff and the OEDP task force.

### THE AREA AND ITS ECONOMY

This fast-growing region of 888,057 population contains the state's largest Metropolitan Statistical Area (MSA), encompassing all but Oconee County. The region has numerous locational advantages and a wealth of natural resources which lend themselves to future development.

Environmental issues have grown increasingly more important within the region as continued development occurs. Major areas of continuing concern include water, wastewater collection and treatment, and solid waste management and disposal. The Council of Governments works with the economic development community, regulatory agencies, and other environmentally sensitive groups to ensure a proper balance between economic development and environmental conservation.

The region's economy has diversified rapidly over the past 10-15 years, changing from a textile-based manufacturing economy to a services oriented economic base. The largest single factor expected to influence the area's economy in the near future is the recent decision by BMW to locate a \$625 million automobile manufacturing facility in Spartanburg County, adjacent to the Greenville-Spartanburg Airport. The plant will initially employ 2,000 workers, and another 2,000 jobs are expected to be created in spin-off industries.

While much of the region's infrastructure, such as highways, airports, and educational facilities, are in relatively good shape and can be considered as strengths which can be used to reinforce the region's economic potential, there are certain weaknesses in the total infrastructural system. Fragmentation of service delivery systems, a widespread inability of local sewer service providers to provide adequate service to sustain economic growth potential, new requirements and regulations on water,

wastewater, and solid waste management provider agencies, and diminishing financial resources at the federal and state levels have combined to make addressing infrastructure needs even more difficult.

The Council of Governments continues to work with the region's local governments and the economic development community to help identify and secure sources of financing to make infrastructure improvements, and to identify and plan for regional facilities and services wherever possible, to address needs and opportunities that cross local political boundaries.

### GOALS AND OBJECTIVES

The area's development goals, objectives, and priorities were selected as the result of a cooperative and highly participatory process involving literally hundreds of local government, business, and community leaders. The goals fall into five major categories, including infrastructure, industrial development and recruitment, planning, improving local government, and quality of life. For this summary, the area development goals and objectives are presented together, in order to be more easily related to each other. The goals, listed in priority order, as follows:

#### I. Infrastructure:

##### Sewer:

##### Goal:

Assure the provision of adequate sewer facilities to serve existing and potential residential and industrial areas with high growth and development probability.

##### Objectives:

Plan and construct wastewater facilities to serve key industrial sites in the region.

Establish practical wastewater planning based on drainage basins, emphasizing multi-county involvement to reduce the effects of fragmentation.

Empower county governments or major special purpose districts to operate, finance, designate providers, and coordinate regional wastewater service based on needs within drainage basins.

Regionalize, modernize, and consolidate wastewater facilities wherever possible, to compensate for small stream sizes and improve the efficiency of treatment so that stringent limits may be met.

Water:

Goal:

Establish both the planning for and provision of adequate, long-term supplies of safe, clean water to the citizens and industries of the region.

Objectives:

Provide water service to key industrial sites in the region.

Empower county governments, private utilities, or major special purpose districts to operate, finance, and coordinate water transportation service in the region to reduce the effects of fragmentation.

Plan and construct water transportation systems and linkages with existing providers to satisfy long-term demands (30-50 years).

Assure that surface water is the primary source of all potable water in all water systems in the region.

Roads and Other Transportation:

Goal:

Ensure the adequacy and completeness of transportation planning and facilities for economic development in the region.

Objective:

Ensure that key economic development leaders in the region are involved in state highway planning.

Support the widening of I-85 through all of South Carolina, and develop regional strategies for improving the appearance of the I-85 corridor.

Enhance and take advantage of the economic development benefits that come from the region's airports.



Landfills:

Goal:

Establish regional strategies for meeting federal and state requirements for solid waste management and disposal.

Objectives:

Establish a regional landfill and solid waste research facility at Clemson University, in cooperation with Oconee, Pickens, and Anderson Counties.

Establish regional recycling programs to meet the requirements of the law and take advantage of economies of scale.

II. Industrial Development and Recruitment:

Goal:

The Appalachian region of South Carolina wants, needs, and will seek high quality, environmentally sound growth from new and existing business and industry, both domestic and international.

Objectives:

Each county in the region will have a full-time economic development professional, with adequate support staff and budget.

Each county in the region will have an adequate, up-to-date inventory of its key existing and potential industrial sites.

Develop a regional site inventory.

Each county in the region will closely involve economic development leaders and professionals in planning decisions affecting infrastructure development, so that best use may be made of these costly but essential resources.

III. Planning:

Goal:

Assure that each county in the region has a mechanism in place for continuing participatory

economic development planning, and for strengthening local, comprehensive, infrastructure, and land use planning.

Objectives:

Establish a core group of leaders with responsibility and commitment to implement the regional and county-level recommendations of the Appalachian Regional Development Partnership planning process.

Assure that each county has an ongoing comprehensive land use planning process.

Assure that the partnership in each county assume, as part of its mission, responsibility for undertaking a public education process in support of planning issues, including land use planning.

IV. Improving Local Government:

Goal:

Assure that county and municipal government in the region is strong, stable, and committed to economic development.

Objectives:

Assure that local leaders in the county encourage the public, municipal, and county elected officials and staff to support the administrator form of government and to make it work as it should.

Improve the degree of effectiveness with which cities and counties cooperate and combine with each other and with special purpose districts to provide key services.

Assure that the Appalachian Regional Development Partnership is committed to develop, promote, and implement a broad-based agenda for improving economic development, and to assist county and municipal governments as well as special purpose districts in adopting and implementing this agenda.

V. Quality of Life:

Goal:

Assure a high quality of life for of the region's citizens, by strengthening education, health care, housing, human services, and the arts.

Objectives:

Assure adequate public and private financing and support for necessary capital facilities.

Encourage and enable cooperation and consolidation on local and regional levels to improve services, achieve economies of scale, and prevent needless and costly duplications.

Encourage and support training and retraining for employment in the region's technical colleges and vocational high schools.

Develop an appropriate mix of private and public housing opportunities to reflect the diversity of income within the region.

Support redevelopment of key downtown central business districts where decline can be successfully thwarted or reversed.

Provide for adequate recreation and tourism opportunities in the region.

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

\*

LEASE AGREEMENT  
-----

THIS AGREEMENT made and entered into this 1st day of July, 1996, by and between WILMA J. RANKIN, hereinafter called "the Lessor", and OCONEE COUNTY, hereinafter called "the Lessee", and the Agreement is executed and delivered in duplicate originals.

ARTICLE I: PREMISES

For and in consideration of the mutual promises and covenants contained herein, the Lessor hereby agrees to lease and demise to the Lessee, and the Lessee agrees to rent and/or lease from the Lessor according to the terms and conditions hereof certain premises located on the north side of North First Street in the City of Seneca, Oconee County, South Carolina, together with the non-exclusive use and enjoyment of the common parking area adjacent to the leased premises in conjunction with other tenants in the premises.

ARTICLE II: RENTAL, TERM AND OPTION FOR EXTENSION

Commencing retroactively from July 1, 1996 and continuing through June 30, 1999, Lessee hereby agrees to rent/lease from Lessor, and Lessor agrees to rent/lease to Lessee, an area containing approximately five thousand one hundred twenty square feet, making the total rent due to Lessor on July 1, 1996, the sum of fifteen hundred dollars (\$1,500) per month. This being the same property presently being lease by the Seneca Oconee Health Department. All rental payments hereunder shall be due and payable in advance on the first day of each and every month during the term, always in advance. Lessor further grants to Lessee the option and right to extend the term of this Lease for the entire premises rented hereunder (approximately 5,120 feet) for two (2) additional years under the same terms, covenants and conditions as provided herein.

ARTICLE III: REPAIR AND MAINTENANCE

As additional consideration for the rental paid hereunder, the Lessee agrees to accept the premises in the same condition and state of repair as exists upon the date of taking possession hereunder and, thereafter, the Lessee shall be responsible for all maintenance and upkeep thereon, with the exception of the roof, outside walls and structural portions of the floor, maintenance of which shall be the responsibility of the Lessor. Lessor further agrees to be responsible for major repairs to the heating, air conditioning and plumbing fixtures on the premises, which shall be defined as those repairs in the excess of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS. Lessor will be responsible for ceiling tiles damaged by water after the installation of new roof.

ARTICLE IV: COVENANTS OF LESSOR

The Lessor, for herself, her heirs and assigns, covenants and agrees with the Lessee as follows, to wit:

(1) To allow Lessee quiet and peaceful possession of the leased premises so long as same not be inconsistent with the terms of this lease.

(2) To timely pay all taxes and assessments which may become due and owing on the premises so as not to interfere with possession thereof by the Lessee.

(3) That she will keep and maintain fire and hazard insurance on the leased premises for her own protection but will not be responsible for insuring the contents or fixtures of Lessee, same being the sole responsibility of the Lessee.

(4) To allow Lessee to remove its fixtures and equipment from the premises at the expiration of the Lease, provided that any damage to the premises occasioned by such removal be repaired and replaced by Lessee within thirty (30) days of such removal.

(5) Lessor reserves the right to go upon the premises from time to time to inspect the same but agrees that such inspection shall be carried on in such a manner as not to interfere with the continued peaceful possession thereof by the Lessee.

ARTICLE V: COVENANTS OF LESSEE

The Lessee, for itself, its successors and assigns, hereby covenants and agrees with the Lessor as follows, to wit:

(1) To pay the rental when due, and not to suffer to exist on the leased premises any nuisance or any illegal or unlawful activity, nor suffer to exist thereon any condition which would adversely effect the fire insurance rates from those in effect upon the date hereof, or which would tend to detract from the general neighborhood. Should the Lessee operate or maintain on the leased premises any activity or condition which would cause an increase in the fire insurance rates from those in effect on the date hereof, Lessee shall, upon demand of the Lessor, reimburse Lessor to the full extent of such increase throughout the term of this Lease and any optional period exercised by Lessee.

(2) That it will not sub-let the premises nor assign this Lease to any other person, firm or corporation, without the prior written consent of the Lessor, which consent shall not be arbitrarily or unreasonably withheld.

(3) That it will be responsible for any alterations or improvements made on the premises with the consent of the Lessor, it being understood and agreed that no such alterations may be made without the consent of the Lessor, and shall cause to be paid all costs and expenses in connection therewith in a prompt and businesslike manner so as to protect and save harmless the Lessor and the leased premises from claims of materialmen or mechanics.

(4) That it will, so long as this Lease be in full force and effect, including any optional term, keep and maintain thereon public liability insurance in such amounts as shall be required from time to time by the Lessor, and in such form as to protect the Lessor and the leased premises from any claim for injury to person or damage to property upon the leased premises, and shall furnish to the Lessor a copy of the policy providing such coverage, together with evidence of prompt payment of all premiums due thereon.

(5) That it will at the expiration of this Lessee or any extension thereof, return the leased premises to the Lessor in as good condition as when received, excepting only reasonable wear and tear occasioned by everyday use and occupancy or damage or destruction by fire or other unavoidable casualty as hereinafter set forth. Lessee specifically agrees to promptly repair and replace any damage to the premises occasioned by the negligence of the Lessee or its employees, agents or customers.

## ARTICLE VI: MUTUAL COVENANTS

The Lessor and the Lessee mutually covenant and agree, each with the other, as follows, to wit:

(1) If or in the event the Lessee shall breach any of the terms of this Lease or if it shall fail to pay the rental within the ten (10) days after the same is due, then in either event the Lessor shall have the right to retake possession of the leased premises immediately, and all rights of possession of the Lessee shall end and the Lessor shall have the right to re-let the premises under such terms and conditions as she may be able, the Lessee remaining responsible for any and all loss of rental suffered by Lessor by reason of a breach of this Lease Agreement. In this regard, should Lessor find it necessary to bring legal action to reacquire possession of the leased premises after breach by Lessee of any covenant or condition hereof, including the covenant to pay the rental as stated herein, Lessee agrees to be responsible for and pay a reasonable attorney fee in that regard not to exceed fifteen (15%) percent of the liquidated damages established by the Lessor, together with all court costs and expenses in connection with the enforcement of this claim of the Lessor.

(2) If the leased premises or any portion thereof be hereafter acquired by public authority through eminent domain or condemnation and if such taking or condemnation be such as to materially affect the purpose for which the premises are rented including, but not limited to, the taking of more than thirty (30%) percent of the parking area adjacent to the building on the leased premises, then the Lessor shall have the option to substitute such additional parking area as to restore the usefulness of the premises to Lessee, or if the Lessor be unable to restore the premises or is unwilling to do so, the Lessee shall have the right to revoke this Lease. It is specifically agreed, however, that the Lessee shall have no claim to any award for condemnation received by Lessor, any damages suffered by the taking of the premises by any condemning authority to be damage to Lessor only.

(3) If or in the leased premises by destroyed by fire or other unavoidable casualty which is not due to the negligence of the Lessee or its agents, employees or clients, so as to render the same untenable and unfit for use and occupancy by the Lessee for a period in excess of thirty (30) days, then at the option of either party this Lease may be rescinded and become of no further force and effect. Provided, however, if the premises may be repaired and restored to usefulness within a reasonable time, then at the option of the Lessor, the premises may be restored and this Lease preserved, and the rental shall cease for such time as the premises are untenable by the Lessee.

(4) Each of the parties acknowledge receipt of one (1) copy of this Lease, duly executed which shall be and constitute an original. Each agrees that the terms hereof shall be binding upon themselves, their heirs and/or successors and assigns during the term herein created, and is enforceable at law. The parties acknowledge their mailing addresses to be as noted beneath their signatures below, and that all notices required under the terms hereof may be mailed to that address.





Post-it* Fax Note	7671	Date	7/1/96	# of pages	16
To	Opal Green	From	Steve Goldie		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #	638-4241	Fax #			

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

This contract is entered into on this, the 2 Day of January, 1996, 1996 by and between Oconee County, hereinafter referred to as County, and Goldie & Associates, Inc., hereinafter referred to as Goldie.

WHEREAS, Oconee County must proceed to close its Seneca Landfill in order to conform to governmental regulations and requirements;

WHEREAS, Goldie & Associates, Inc. is an independent consultant specializing in engineering, environmental, and laboratory services with a staff of licensed professionals capable of planning and supervising the landfill closure;

NOW THEREFORE, in consideration of the amounts paid to Goldie, and the mutual promises set forth herein, the County does hereby engage Goldie, and Goldie does agree to provide project planning and management upon the following terms and conditions:

1. Goldie, as independent consultant, agrees to provide the County with project planning, management, and consulting services as set forth in its Job Number 22.15 dated December 4, 1995, a copy of which is attached hereto and incorporated herein.
2. The contract documents shall consist of this Agreement, Job Number 22.15 as approved and all modifications executed by both parties subsequent to this Agreement. All such documents are considered to be as fully a part of this contract as if enumerated herein.
3. The work to be performed hereunder shall commence immediately upon the execution of this Agreement.
4. The County shall pay all invoices promptly upon receipt and upon verification by the County that the services and work shown upon the invoices have been completed.
5. Goldie shall maintain insurance coverage as follows and provide proof of said coverage to the County:
  - a. Worker's Compensation Insurance-statutory
  - b. Employees Liability Insurance-\$1,000,000.00

- c. Comprehensive General Liability Insurance-  
\$1,000,000.00/\$2,000,000.00
- d. Automobile Liability Insurance  
\$1,000,000.00/\$2,000,000.00

6. In performing the services completed by the Agreement, Goldie acknowledges that it has no constructive use of County's site; and has no ongoing responsibility for construction site safety, (such being the responsibility of the general contractor). However, Goldie has a duty to preserve and protect public health, safety, and welfare. Further, Goldie has the duty to monitor construction activities in accordance with the terms of Job Number 22.15 and to determine if construction methods utilized by the contractor are satisfactory. Accordingly, it is Goldie's responsibility to take what it believes are prudent measures should they encounter situations that they believe create a danger to public health, safety, or welfare. If in the opinion of Goldie & Associates, the means and method of the construction are not in accordance with the terms of Job # 22.15, then Goldie & Associates shall have ability and authority to require immediate compliance or to recommend dismissal of the Contractor.

7. The County will arrange for right-of-entry to properties for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Goldie's field personnel are trained to initiate field testing, drilling and /or sampling within a reasonable distance of each designated location. Field personnel will avoid hazards or utilities, Goldie will give special instructions to its field personnel. Goldie is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions.

8. The presence of Goldie's personnel, either full-time or part-time, will be for the purpose of providing the services set forth in Job Number 22.15 to include construction observation and testing for specific aspects of the project as authorized by the County. Should a Contractor, not retained by Goldie be involved in the project, the County will advise the contractor, that Goldie's services are for observation only and that Goldie is acting solely as agent for the County in the supervision of the Contractor's performance. The County will also inform Contractor that the presence of Goldie's field representative will not relieve the Contractor of his responsibilities for performing the work in accordance with the County approved plans and specifications. Goldie will endeavor to insure that the Contractor proceeds with the work in a timely fashion and will advise the County if it appears that the Contractor is not performing the work in accordance with agreed

upon time tables.

If a contractor (other than a subcontractor to Goldie) is involved in the project, the County agrees that, in accordance with generally accepted construction practices, the contractor will be responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work. Goldie shall have no responsibility to see that the Contractor will comply with OSHA regulations or other similar governmental regulations or requirements that solely governs the internal employment and business practices of the contractor. It is agreed that Goldie will not be responsible for job or site safety on the project and that it does not have the duty or right to stop the work of the Contractor for safety related conditions, but Goldie shall promptly notify the Contractor and County of any condition which Goldie believes could affect the safety of the job site.

9. It is possible that unforeseeable conditions or occurrences may be encountered which could substantially alter the necessary services or the risks involved in completing the services. If this occurs, Goldie will promptly notify and consult with the County but will act based on its sole judgement where risk to its personnel is involved. Possible actions could include:

- a. Complete the original Scope of services in accordance with the procedures originally intended in its Proposal, if practicable.
- b. Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences with such revision agreed to in writing.

10. Goldie acknowledges that the landfill site has been used as a landfill for in excess of thirty years, and was used as such for some time before the County began operating the landfill. The County agrees to advise Goldie upon execution of this Agreement of any hazardous substances or any condition, known by the County existing in, on, or near the site that presents potential danger to human health, the environment, or equipment. The County and Goldie agrees to provide continuing information to each other as it becomes available in the future. By virtue of entering into this Agreement or of providing services hereunder, Goldie does not assume control of or responsibility for the site or the person in charge of the site. Goldie will report to the County any conditions at the site that

may present a potential danger to public health, safety or the environment. The County agrees to notify the appropriate federal, state or local agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment.

11. Goldie will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of its profession practicing in similar locality and in accordance with applicable law and regulations; however it is understood by the parties that Goldie cannot warrant DHEC approval or acceptance for additional requirements or changes in the law and regulations imposed by the County, DHEC, EPA, or any other governing agency instituted after the date of this contract. It is understood that Goldie will be responsible for keeping abreast of current legislative considerations and proposed changes being considered before the date of this contract.

12. It is acknowledged that time is of the essence in the completion of the contract because of seasonal constraints and closure deadlines. It is acknowledged by both parties that closure is a lengthy and meticulous process. It is also understood by both parties that if the closure deadline is not met, the result could cause an increase in work and materials required which would result in modifications to the original project and additional costs which could be substantial. It is understood that the County's contract between the County and the Contractor will include a requirement that the Contractor complete the project within a period specified by Goldie and that a penalty of at least \$1,000/day will be assessed to the contractor if contractor does not succeed in completing the project within the specified time period. Likewise, the Contractor will be awarded a bonus for early completion at a rate of \$1,000/day up to a maximum of \$30,000. Completion of the project will be defined as when both the County and Goldie & Associates accept the final punch list, with the exception of grassing which may not be apparent until a later time and would be handled as part of the Contractors warranty. Furthermore, Goldie will make a recommendation to the County regarding the selection of the Contractor and in doing so Goldie is not bound to recommend nor is the County bound to select the lowest bidder nor is the recommendation a warrant of the contractors work. It is expressly understood between the parties that Goldie accepts no responsibility for delays caused by the County, the weather,

the contractor, or any unforeseen conditions which may be present on site. Unless caused by Goldie's negligence or failure to perform in accordance with the contract documents, Goldie accepts no responsibility for, and the County agrees to hold Goldie harmless from any fines or violations, which may be assessed to the County by any governmental agency or commission and from any increased costs or expenses necessitated by modification of the closure plan in order to meet additional governmental requirements and regulations instituted after the date of this contract which were not known or foreseeable by Goldie prior to execution of the contract. It is understood that Goldie will be responsible for keeping abreast of current legislative considerations and proposed changes being considered before the date of the contract.

13. The parties agree to attempt to resolve any dispute without resort to litigation. However, should a dispute arise which results in litigation, the prevailing party shall be entitled to reimbursement of costs of litigation, to include a reasonable attorneys fee.

14. This Agreement shall be governed in all respects by the laws of the State of South Carolina. If a Court of competent jurisdiction at any time holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall remain in full force and effect.

15. This Agreement, the attached documents, and any documents incorporated herein constitute the entire Agreement between the parties and can be changed only by a written instrument signed by both parties.

16. The undersigned expressly acknowledge that they are authorized on behalf of Oconee County and Goldie & Associates, Inc. to execute this Agreement and to bind the parties to the terms and conditions of this Agreement. Nevertheless, however, it is understood and agreed by the parties that any communication between the parties concerning the terms, conditions, questions, or authority to act shall be addressed (verbally or in writing) to:

For the County:

Norman D. Crain, Supervisor/Chairman  
208 Booker Drive  
Walhalla, South Carolina 29691  
803-882-4242

For Goldie & Associates, Inc.

Stephen R. Goldie  
210-A W. North Second St.  
Seneca, South Carolina 29678  
803-882-8194

IN WITNESS WHEREOF the parties have hereunto set their  
hands and seals this                      day of                      , 1995.

WITNESSES:

Denise Smith

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

Oconee County

By Norman D. Crain  
its SUPERVISOR  
Goldie & Associates, Inc.

By Stephen R. Goldie  
its President

**PROPOSAL TO OCONEE COUNTY  
FOR CLOSURE OF THE SENECA LANDFILL  
PROJECT 22.15  
REVISED DECEMBER 4, 1995**

**I. BACKGROUND**

As required by State and Federal regulations, the Seneca Landfill will have to be closed through construction of an impermeable cap. The purpose of this cap will be to shed water off of the landfill thereby minimizing water infiltration through the waste and into ground water.

Presently, there is no impermeable cap on the landfill. Without this cap, rain water is allowed to infiltrate through the waste of the landfill, picking up contaminants which migrate further into the aquifer below the landfill. This ground water impact is occurring at the landfill as documented through ongoing assessment work by Goldie & Associates.

Besides protecting ground water and public health, the potential exists for a commercial benefit from the closure. Methane gas could be captured and resold to nearby industries. Methane gas is a by-product of decomposition of wastes in landfills. Presently at the Seneca Landfill, methane is being vented to the atmosphere. With the construction of the cap, methane venting will be restricted due to the low permeability of the cap. However, due to the size of the landfill, provisions should be made to construct the cap to continue to allow venting. Additional provisions can be made to not only allow venting, but to also promote flow of methane to locations that can be later utilized for commercial uses.

The Seneca Landfill is presently not required to be closed until the Tri-County Regional Landfill is constructed. However, because most of the Seneca landfill is filled to capacity and inactive, and ground water impact has been well documented, early closure of these inactive areas would decrease the impact to ground water from the landfill without disrupting the present operations. As a result, the landfill can be closed in two phases. Phase I will consist of inactive areas and will be done in 1996. Phase II closure will consist of areas presently active and will commence once the Tri-County Regional Landfill becomes operational.

In order for Phase I closure to be conducted during 1996, the engineering work must begin in December 1995. This will allow for construction to begin in late spring and continue into late summer and fall. This period is the optimum construction period when weather conditions are most favorable for successful completion of the project. Delay of the project until the later months of 1996 will lead to less moisture control of the soil which is one of the most critical aspects of constructing the cap to meet DHEC requirements.



The proposed work detailed below would provide the County with the following:

1. Revised Closure Plan to DHEC as required under new regulations;
2. Phase I and II Closure Design Drawings and Specifications
3. Phase I Construction Services.

\*Note: Phase II Construction Services and Bid Package Development are not included in this proposal.

Details on these services are provided below.

## II. LANDFILL CLOSURE DESIGN SERVICES

The Design Services will provide:

1. Revised Closure Plan to DHEC as required under new regulations
2. Phase I and II Closure Design Drawings and Specifications

These services are outlined as follows:

### A. PLANNING

To plan out preliminary design concept and design/construction schedule. Services will include:

- \* Initial site evaluation
- \* Design planning
- \* Design scheduling
- \* Review of schedule with Oconee County

**COST FOR PLANNING SERVICES**

**\$3,400.00**

### B. REGULATORY

To evaluate regulations to identify recent changes that could affect closure. Services will include:

- \* Evaluation of Air Regulations regarding methane
- \* Evaluation of Industrial Storm Water Regulations
- \* Evaluation of Erosion Control Regulations
- \* Evaluation of Solid Waste Regulations
- \* Liaison with State and Federal Regulatory Officials

**COST FOR REGULATORY SERVICES**

**\$2,300.00**

**C. CONCEPT PRESENTATION TO DHEC**

To present conceptual design plan to DHEC officials to work out overall closure details in relation to present and upcoming regulations. Services will include:

- \* Pre-meeting liaison with DHEC officials
- \* Meeting preparation
- \* Travel to Columbia, South Carolina for a one (1) day meeting
- \* Presentation of Design Concept to DHEC officials including:
  - \* "tree issue"
  - \* two phase approach
  - \* drainage
  - \* stormwater control
  - \* cap design
  - \* ground water impact
  - \* methane gas venting
- \* Follow-up letter to DHEC and Oconee County officials summarizing meeting and action to be taken in the design.

**COST FOR CONCEPT PRESENTATION TO DHEC** **\$2,700.00**

**D. EVALUATE EXISTING CONDITIONS**

An evaluation of the landfill will be conducted. Services will include:

- \* Field Measurements/Survey of portions of the landfill and affected areas
- \* Drafting to produce a drawing of existing conditions
- \* Incorporate other Design Drawings (Vertical Expansion, C&D)

**COST FOR EVALUATING EXISTING CONDITIONS** **\$8,500.00**

**E. GRADING AND EARTH WORK DESIGN**

Details related to earth work design and specifications will be conducted. This design work includes the core design services related to the final cap system. Also included is consideration of cap foundation requirements as well as alternatives (bridge lifts) in the event that existing cap foundations are found during construction to be inferior. Services will include:

- \* Soil Probing Investigation of landfill site to determine the volume of soil available at the site for grading (costs are assuming County will provide backhoe and operator at landfill site)
- \* Site grading design to maintain slopes  $> 3\%$  and  $< 3:1$  as required by DHEC
- \* Final Clay Cap Design
- \* Bridge Lift Design

**COST FOR GRADING AND EARTH WORK DESIGN** **\$22,300.00**

**F. DRAINAGE/EROSION CONTROL**

Evaluate drainage runoff and develop erosion control systems to minimize erosional effects. Services will include:

- \* Engineers postsurvey site evaluation
- \* Consideration of drainage between Phase I and Phase II closure areas
- \* Sediment Basin Evaluation and Design
- \* Other Erosional Control Measures Evaluation
- \* Ditch Design
- \* Evaluation of Ditch Design for planned vertical expansion/C+D areas
- \* Drainage/Erosion Control Specification Development

**COST FOR DRAINAGE/EROSION CONTROL**

**\$22,400.00**

**G. METHANE GAS SYSTEM DESIGN**

Due to the known presence of methane gas at the landfill, the Engineer recommends that a methane gas system be installed to, at a minimum, relieve pressure on the final cap. Relieving pressure will decrease the potential that the methane will migrate laterally offsite onto adjacent property. Two options are available at the Seneca Landfill regarding evaluation and design of methane gas systems. These are the passive and active systems. A passive system is designed with the intention of relieving pressure from the landfill cap and venting the methane to the atmosphere. The active system is typically designed such that a vacuum is placed on the landfill to prevent methane from migrating offsite. An active system can be utilized to recover methane for commercial use or to be burned in a flare. Current DHEC regulations allow passive venting of methane gas under the condition that the concentration of methane at the facility boundary or in any facility structure does not exceed twenty-five percent of the lower explosive limit of the gas. If the concentration of methane exceeds this limit, DHEC will require Oconee County to activate a remediation plan within sixty days. We propose designing a passive gas filter system that can be incorporated into an active gas filter system at a later time if needed or desired. This system will contain all necessary wells, piping, and filter material that will be necessary for an active system. The gas would be passively vented to the atmosphere. If it becomes necessary or desirable to place a vacuum on the landfill and switch to an active system, all the necessary underground appurtenances will be in place. For the system to become operational as an active system, it will be necessary to design and build all aboveground piping, pumps, and appurtenances. At additional costs, Goldie & Associates can provide design services for an active methane gas collection system if desired.

Design of only the subsurface system will include:

- \* Evaluate current technologies regarding methane gas systems
- \* Incorporate existing methane wells into proposed filter system
- \* Preparation of specifications and detail drawings

**COST OF METHANE GAS SYSTEM DESIGN \$6,800.00**

**H. OTHER DESIGN CONSIDERATIONS AND SPECIFICATION DEVELOPMENT**

Design services will also include items in addition to those previously listed. This will include development of site specific drawings and specifications. This will include the following areas:

- \* General Conditions
- \* Gravel Roads
- \* Fencing
- \* Temporary Facilities
- \* Grassing
- \* Cast In Place Concrete
- \* Signs

**COST FOR OTHER DESIGN CONSIDERATIONS AND SPECIFICATION DEVELOPMENT \$8,900.00**

**I. SUBMIT REVISED CLOSURE PLAN**

As required by DHEC, a revised closure plan must be submitted prior to beginning the closure construction activities. This task will consist of formatting the design material in a condensed format that will allow DHEC the opportunity to readily review the material.

**COST TO SUBMIT REVISED CLOSURE PLAN \$3,300.00**

**J. VALUE ENGINEERING/PEER REVIEW**

Following development of the design package, the Engineer, the Construction Management Specialist, a third party engineer, as well as Oconee County will review the design. The purpose of the review is to minimize the amount of change orders, cost overruns and delays during construction. Included in these costs are the review time, meeting time with County officials to present the design, and costs to revise the design following the review.

**COST OF VALUE ENGINEERING \$7,300.00**

**K. DESIGN PHASE: PROJECT MANAGEMENT AND ADMINISTRATION**

This will include engineering schedule tracking and liaison with Oconee County on the progress of the design.

**COST OF PROJECT MANAGEMENT AND ADMINISTRATION \$3,800.00**

**III. BORROW SITE INVESTIGATIONS**

The borrow site is the source area for the clay cap. Presently, preliminary investigations have been conducted on two sites to determine that some quantity of suitable clay exists at each site. If these sites are to be used for closure, further evaluation must be conducted to delineate the clay. However, preliminary cost estimates indicate that substantial costs will be involved in hauling soil from these sites due to the distance of both sites (5 miles and 13 miles) from the landfill. Thus, identification and testing of closer sites could lead to substantial reductions in construction costs. Below are details related to the costs of these further evaluations.

In the likely event that not all of the potential borrow sites are evaluated, the cost for the sites not evaluated will be deducted from the total price.

**Borrow Site #1 - Further Evaluation of Richardson Farm:**

- \* Conduct excavation of 15 soil pits
- \* Testing of soils
- \* Topographic survey of site
- \* Develop Storm Water/Erosion Control Plan
- \* Submit Plan to DHEC

**COST FOR BORROW SITE #1 EVALUATION \$14,700.00**

**Borrow Site #2 - Further Evaluation of Harris Farm:**

- \* Conduct excavation of 25 soil pits
- \* Testing of soils
- \* Topographic survey of site
- \* Develop Storm Water/Erosion Control Plan
- \* Submit Plan to DHEC

**COST FOR BORROW SITE #2 EVALUATION \$19,400.00**

**Borrow Site #3 - Unknown Site - Assume 40 Acres:**

- \* Conduct excavation of 40 soil pits
- \* Testing of soils
- \* Topographic survey of site
- \* Develop Storm Water/Erosion Control Plan
- \* Submit Plan to DHEC

**COST FOR BORROW SITE #3 EVALUATION \$25,200.00**

**Borrow Site #4 - Unknown Site - Assume 40 Acres:**

- \* Conduct excavation of 40 soil pits
- \* Testing of soils
- \* Topographic survey of site
- \* Develop Storm Water/Erosion Control Plan
- \* Submit Plan to DHEC

**COST FOR BORROW SITE #4 EVALUATION** **\$25,200.00**

**TOTAL COST FOR BORROW SITE EVALUATIONS** **\$84,500.00**

**IV. PHASE I PRECONSTRUCTION BID PACKAGE DEVELOPMENT****A. BID PACKAGE DEVELOPMENT**

Write and edit specification sections controlling how project will be bid and the relationship between the contractor and the County. Work includes writing the bid form and preparing the construction cost estimate.

**COST FOR BID PACKAGE DEVELOPMENT** **\$3,720.00**

**B. BID ADMINISTRATION**

Respond to questions from contractors and other concerned parties and issue addenda as required. Coordinate the advertisement for bids with the County. Coordinate and attend pre-bid and bid opening meetings with the County and the bidders. Coordinate the receipt of the bid bonds.

**COST FOR BID ADMINISTRATION** **\$2,720.00**

**C. BID EVALUATION**

Tabulate bids and discuss with the County. Evaluate bids and review contractor qualifications. Coordinate signing of the agreement between the Owner and the Contractor. Coordinate the receipt of the performance and payment bonds and Affidavits. Issue notice to proceed and notice of award. Attend a preconstruction meeting with the successful bidder and the owner.

**COST FOR BID EVALUATION** **\$3,400.00**

**V. PHASE I CONSTRUCTION SERVICES**

Costs for construction services will vary depending upon the size of the area to close during Phase I. Closure size will depend upon issues related to previously closed (wooded) areas which will need to be resolved early in the design phase of the project. Two areas are presently being considered for Phase I closure. These are a 23 and 40 acre area. The details of the design are presently not known, therefore only estimates for construction schedules are available at this time. Therefore we recommend a contingency be added to the costs listed below due to the uncertainty related to actual closure time.

For estimate purposes we assume a 90 work day construction period for the 23 acre site and a 150 work day construction period for the 40 acre site. Because the rate of construction is anticipated to be rapid, we have budgeted a full time engineer's field representative plus a second field representative working half time. The construction services will include the following:

- \* Full-Time, On-Site Engineer's Representative for entire construction duration
- \* Half-Time, 2nd On-Site Engineers Representative for entire construction duration
- \* Project administration including pay request processing and change orders if required
- \* Topographic survey for as-built drawing
- \* Engineer's review

**COST FOR PHASE I CONSTRUCTION SERVICES**

<b>23 ACRE CLOSURE SITE</b>	<b>\$61,000.00</b>
<b>40 ACRE CLOSURE SITE</b>	<b>\$102,000.00</b>

**VI. PHASE I SOIL TESTING**

Soil testing is required by DHEC for closure acceptance. Testing services will include collection and testing using ASTM approved methods. The related costs are as follows:

<b>COST FOR SOIL TESTING OF 23 ACRE SITE</b>	<b>\$15,000.00</b>
<b>COST FOR SOIL TESTING OF 40 ACRE SITE</b>	<b>\$24,605.00</b>

**VII. POST CONSTRUCTION**

Following construction activities at the landfill, administrative and regulatory activities will need to be conducted to complete the project. This will include the Engineer's Final Certification,

Development of a Punch List, Site Tour with the County, and Site Tour with DHEC officials and other administrative activities.

**COST FOR POST CONSTRUCTION ACTIVITIES**

**\$ 7,600.00**



**VIII. SUMMARY OF COSTS**

DESIGN SERVICES	91,700.00
BORROW SITE INVESTIGATIONS	84,500.00
PRECONSTRUCTION	9,840.00
PHASE I CONSTRUCTION SERVICES (Assuming 40 Acre Site)	102,000.00
PHASE I SOIL TESTING (Assuming 40 Acre Site)	24,605.00
POST CONSTRUCTION	7,600.00
<b>TOTAL PROJECT COSTS</b>	<b>\$ 320,245.00</b>

**CONTINGENCY**

Due to the unknown circumstances that could arise during the course of the services outlined above, we recommend that a 15% contingency be set aside. This will help assure that if unplanned circumstances arise during the course of the work, that work can proceed.

**15% CONTINGENCY ON \$ 320,245.00 BUDGET** **\$ 48,036.75**