

2/3/04

COOPERATIVE AGREEMENT  
APPENDIX "A"  
PLAN OF OPERATION  
INCREASED LAW ENFORCEMENT SERVICES

1. Law enforcement services provided by the Cooperator without cost reimbursement include intermittent recreation area patrols to the most heavily used areas throughout the year, and response to emergency or special assistance calls as needed.

2. The Cooperator agrees to provide increased law enforcement services on a cost reimbursable basis by providing at least one trained and qualified deputy with an official vehicle at the locations noted, and in accordance with the following conditions:

a. Increased patrols will begin on March 3, 2004 and conclude on October 31, 2004. Patrols will be 4, 6, or 8-hour shifts (excluding lunch breaks) and will be performed according to the following frequencies listed below. A definite work schedule will be mutually agreed upon prior to initiating increased patrols.

March 1 - March 31, 2004	Four 4-hour patrols (incl. Fri. & Sun.) One 6-hour patrol (Sat.)
April 1 - April 30, 2004	Three 4-hour patrols (incl. Fri.) Two 6-hour patrols (Sat. and Sun.)
May 1 - June 30, 2004	Two 6-hour patrols (Wed. & Thurs.) Three 8-hour patrols (Fri. - Sun.)
July 1 - August 31, 2004	One 6-hour patrol (Wed.) Four 8-hour patrols (Thur. - Sun.)
September 1 - September 30, 2004	Three 4-hour patrols (incl. Sun.) Two 8-hour patrols (Fri. & Sat.)
October 1 - October 31, 2004	Three 4-hour patrols (Wed. - Fri.) Two 6-hour patrols (Sat. & Sun.)

b. All areas "a" through "k" listed below, shall be patrolled at least one time during each 8-hour shift. Underlined areas are high priority areas in which patrols should be concentrated (repeated) in times of high visitation. When working a 4, 6, or 8-hour shift, underlined areas should be patrolled at least once. Mutually agreed upon exceptions may be made to this schedule to respond to unusual circumstances or conditions (i.e., foot patrols, road checks, etc.).

- |                     |                        |                              |
|---------------------|------------------------|------------------------------|
| a. Choestoca        | c. Lawrence Bridge     | i. Friendship                |
| b. Congross         | f. Martin Creek        | j. Pruthers Bridge & Tugaloo |
| c. <u>Fair Play</u> | g. Mullins Ford        | Indian Mounds                |
| d. 123 Fishing Pier | h. <u>Georse Point</u> | k. Tabos                     |

c. Patrols will occur between the hours of 1430 and 2300 hours Wednesday through Saturday and between 1200 and 2030 hours on Sundays and Holidays. On Sundays occurring on a holiday weekend, patrols will occur between the hours of 1430 and 2300 hours.

d. During the contract, the hours to be worked will be as requested in paragraph "a" above, except for the following days:

May 31	- 8 hours
September 6	- 4 hours

3. The Cooperator agrees to maintain radio communication capabilities with the Project Management personnel either by the use of agency equipment or by Government furnished equipment. The Cooperator will assume liability for any radio equipment issued by the Government that is lost or damaged due to carelessness or negligence. The Government will be responsible for the installation and maintenance of the radio equipment hand received to the Cooperator.

4. The Government will provide an orientation program for all cooperating law enforcement personnel. Every deputy providing service under this cooperative program must attend.

5. If different than the Sheriff, the Cooperator will specify an official point of contact for coordinating implementation of this agreement.

6. The Cooperator will prepare a *Daily Law Enforcement Log* in accordance with Attachment No. 1, for every working day. The log must be a complete summary of findings and actions taken during patrols completed by person(s) performing patrols. Completed logs must be submitted to justify claims for payment. Until deemed unnecessary by the Government, the Cooperator will fax copies of the *Daily Law Enforcement Log* (Attachment No. 1) for review on a weekly basis. The end of the month submittal of *Daily Law Enforcement Logs* (Attachment No. 1) with the *Law Enforcement Reimbursement Request* (Attachment No. 2) will continue to be provided on a monthly basis.

7. The Cooperator agrees to submit monthly pay requests to the Government within 15 days of the month's end. For each week after this period, the Government has the option to reduce the requested reimbursement by 5%. Monthly payments will be made by the Government based upon the Cooperator's submittal of the *Law Enforcement Reimbursement Request* (Attachment No. 2) in conjunction with the entire month's *Daily Law Enforcement Log* (Attachment No. 1). When a partial hour of work is performed, the government will be billed in .25-hour increments. Discrepancies or incomplete *Daily Law Enforcement Logs* (Attachment No. 1) may result in reduced monthly payments. The extent of documentation necessary to support requested reimbursement amounts will be mutually agreed upon by the Corps and the Cooperator. The Government will make payment to the Cooperator based on timely receipt of the Cooperator's *Law Enforcement Reimbursement Request*. The Government agrees to notify the Cooperator prior to reducing requested reimbursable costs.

8. Serious incidents occurring on public land or water must be reported to the Project Manager's Office as soon as possible, preferably no later than the next work day. Preliminary copies of written reports will be submitted within 2 working days of the time of the incident, and final copies must be provided within a week of completion.

9. The Cooperator shall make available at its office all accounting records and supporting documentation for inspection and audit by an authorized representative of the Corps. Agreements are subject to audits requested by the Corps at intervals deemed appropriate.

10. In compensation for increased Law Enforcement Services in accordance with this agreement, the Government agrees to reimburse the Cooperator at the rate of \$28.30 per hour. The hourly rate

includes the use of the official vehicle by the Cooperator, including overhead, utilization, operation, maintenance, and repair of such vehicle as allocated for use under the agreement. Payment will not be authorized for activities not directly related to actual lake patrols without prior approval from the Corps of Engineers, Hartwell Project.

11. Estimated cost for reimbursable services is \$29,998.00 for the period indicated in this agreement. The Cooperator agrees to compensate deputies in accordance with the provisions of the Service Contract Act and the Contract Work Hours and Safety Standards Act.

Designated Representative

1. The following person is designated by the Government to make or receive requests for services under this agreement:

Anna George, Park Ranger  
U.S. Army Corps of Engineers  
Hartwell Project  
Post Office Box 278  
Hartwell, Georgia 30643-0278  
Telephone: (706) 856-0339 or (888) 893-0678 ext. # 334  
Fax: (706) 856-0338  
e-mail: anna.b.george@sas02.usace.army.mil

2. The following person is designated by the Cooperator to make or receive requests for service under this agreement:

James Singleton  
Sheriff, Oconee County  
415 S. Pine Street  
Walhalla, South Carolina 29691

3. Payments should be made payable to Oconee County.

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Receipt is hereby acknowledged.

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James Singleton, Sheriff                      Date  
Oconee County, South Carolina

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Farry Hamilton                                      Date  
Interim Supervisor

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Virgil G. Hebbs III                                      Date  
Hartwell Project Operations Manager

Last Revised by Bradley A. Norton  
1/15/04

Last Revised by OCSC  
1/23/04  
Saved as: mem. Of under.  
(ocsc version)

## MEMORANDUM OF UNDERSTANDING

Oconee County (hereinafter "County"), and the Oconee County Sewer Commission (hereinafter "Commission"), are in the process of negotiating an Intergovernmental Agreement with water and sewer utilities in Oconee County; and at this time, the County and the Commission wish to clarify their respective positions with each other. This clarification is based on the following STATEMENTS OF FACT, Key Phrases from Agreements and other Documents of Record, and historical, precedent setting activities, events and actions by the parties since the "Commission" began construction of the Coneross Creek Wastewater Treatment Facilities.

**Now, Therefore the County and Commission agree as follows:**

### Statements of Fact

Oconee County is a body politic of the State of South Carolina which is governed by a County Council, by virtue of Section 16 of Article VIII of the Constitution of the State of South Carolina, as well as other enabling legislation, and is fully empowered to enter into this Memorandum of Understanding.

The Oconee County Sewer Commission is a Commission created by South Carolina Legislative Act # 950 dated October 28, 1971 which was later amended per Oconee County Council Resolution # 4 dated March 20, 1975.

The qualified electors of Oconee County approved by public referendum on April 13, 1976, that Oconee County Council, acting through the Oconee County Sewer Commission, be authorized to acquire, purchase, construct, and operate a wastewater treatment facility and other necessary appropriate apparatus and the referendum established the method of funding those facilities.

The Oconee County Sewer Commission was awarded a Federal Grant #C450366-03, under the provisions of the Federal Water Pollution Control Act Amendments of 1972 in the amount of \$10,409,706.00 which represented 75 percent of the eligible project cost for the construction of the facilities.

Oconee County Council Adopted ORDINANCE 78-1 which ratified and confirmed the terms and provisions of the AGREEMENT between Oconee County and the cities of SENECA, WALHALLA, and WESTMINSTER, for the operation and maintenance of the Oconee County Sewer System. The AGREEMENT was executed in

several counterparts each of which was an original and all constituted one and the same instrument. Oconee County Council also adopted ORDINANCE 78-2 which is titled "An Ordinance for the Regulation and Operation of the Oconee County Sewer System" and the same is known as "Oconee County Sewer Ordinance of 1978". Both Ordinances were adopted at third and final readings March 21, 1978 and the Documents are considered as a whole in this Memorandum of Understanding. Both included essential inducements to the cities of SENECA, WALHALLA, and WESTMINSTER to accept the burden of insuring the financial success of the system, for a period of 40 years.

The Commission is a "unique" Agency of the County structured pursuant to Oconee County Ordinance 78-2. The purpose of Ordinance 78-2 is to provide for the composition and make up of the Oconee County Sewer Commission ; the method of selection of its members ; the charge and responsibilities of such Commission in operating and maintaining the facilities of the Oconee County Wastewater Treatment Program ; to define the purposes of the program undertaken by Oconee County to treat and dispose of residential , commercial , and industrial wastewater ; and to insure the effective operation of the Oconee County Sewer Program. The effective date of the Ordinance is January 1, 1980.

The Commission has acted separate and apart from the County in the management of the agency and operation of the facilities since the adoption of Ordinance 78-1 including the AGREEMENTS and Ordinance 78-2.

The Commission has operated as an enterprise fund of the County and its administrative, personnel, and financial functions and records have been kept separate and apart from the County.

**And, Therefore, the County and Commission Further Agree:**

The Commission shall continue to keep separate administrative, personnel, and financial functions and records. The County shall not take any action that would cause funds held in Sewer Commission accounts to be co-mingled or appropriated by the County.

The Commission shall be the sewer agency of the County in the unincorporated areas of Oconee County.

In the event that sewer systems are created that requires wastewater treatment plants other than the Concross Wastewater Treatment Plant, the Commission shall have the option of establishing separate sewer systems and keeping separate financial records for the new systems.

The current representation and make up on the Sewer Commission shall continue. The parties agree and understand that as the sewer system expands in the unincorporated areas of the County, it may be necessary to increase representation on the Sewer Commission to include parties involved in new sewer systems. The County and the

Commission agree to work together to ensure that interested parties are properly represented on the Commission.

The County and the Commission agree that communication between the Commission and the County is important. To improve communication, the County and the Commission agree to appoint three representatives each as a liaison committee so that the County and the Commission are communicating on a regular basis. The purpose of the liaison committee is to discuss problems and concerns that each entity has in an attempt to find solutions to these problems. The liaison committee shall meet at least bi-monthly.

**Key Phrases Considered in the Memorandum of Understanding  
From the Agreements and other Documents of Record**

That Seneca, Waldhall, and Westminster have determined that their rights in the system constitute extensions of their respective sewer systems.

The full faith and credit of the County not being pledged in this endeavor.

The words hereof, herein, hereunder, hereinafter or otherwise mentioned or words of similar import shall refer to the agreement as a whole.

Nothing herein contained shall be construed to obligate or encumber the general fund of Geauga County and city and all liability assumed by the County relates to the revenues derived and contracted for by said County relative to the operation of the system.

The cities shall peacefully and quietly have, hold and enjoy its rights to utilize the project as provided in the Agreements of 1978 referenced in ORDINANCE 78-1.

(Revised 11/24/03)

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

INTERGOVERNMENTAL  
AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between OCONEE COUNTY, South Carolina, hereinafter called "the County", and the CITY OF \_\_\_\_\_, hereinafter called "the City", and the OCONEE COUNTY SEWER COMMISSION, hereinafter called "the Commission", and it is hereby contracted and agreed by and between the parties aforesaid as follows:

ARTICLE I

The governing body of each of these entities has found this Agreement to be in the best interest of the public and each has approved this Agreement and authorized its execution by the undersigned officers.

NOW THEREFORE, for and in consideration of the terms and conditions herein, the parties do hereby agree as follows:

FACTUAL BACKGROUND

Section 1.01

1) The CITY is a municipal corporation duly chartered by the State of South Carolina and pursuant to applicable constitutional and statutory provisions relative thereto. The CITY heretofore established and now operates a municipal water and sewer system, which generally serves the entire area of the CITY and populated areas immediately adjacent to its corporate limits.

2) The COUNTY is a body corporate and politic which is governed by a County Council and which, by virtue of Section 6 of Article VII of the Constitution of the State of South Carolina,



as well as other enabling legislation, is fully empowered to enter into this Intergovernmental Agreement.

3) The COMMISSION is a Commission created by S.C. Legislative Act in 1971 and currently organized pursuant to Oconee County Ordinance 78-2 whose primary function is to transport and treat wastewater and to collect wastewater in accordance with this Agreement.

4) As a means of setting forth the matters of essential inducement which have resulted in the making of this Intergovernmental Agreement, the parties hereto agree that the pertinent facts with respect thereto are set forth in the remaining sections of this Article.

5) The County and the City agree that it is in the best interest of both the County and the City for there to be controlled industrial and residential growth in the unincorporated areas of Oconee County. The County and the City agree that in order for there to be controlled industrial and residential growth in the unincorporated areas of Oconee County that water and sewer infrastructure will be necessary.

6) The County and City agree that nothing in this Intergovernmental Agreement shall be construed as an impediment to annexation by the City. The parties agree that the City may make connection to the city water system contingent upon annexation notwithstanding the provisions of Section 4.03 herein.

7) The County and City agree that the intent of the Agreement is:

- (a) To facilitate the working together of the County and the Cities for their mutual benefit and progress through the expansion of sewer systems and water systems;
- (b) To protect the Cities from the costs related from system expansions outside of municipal limits, unless the cities decide to expand their systems outside of their municipal limits.

(c) To ensure fair treatment for entities wishing to connect to the water and sewer system and receive water and sewer service,

(d) To state that the County, Commission and City understand that a different rate structure should apply for water and/or sewer service outside of a City's municipal limits and that Cities and Commission should receive a return for providing water and/or sewer service, and that this return is essential for maintaining the current system and for expansion of the system.

## ARTICLE II

### DEFINITIONS

#### Section 2.01

In this Intergovernmental Agreement, unless a different meaning appears from the context:

- 1) AGREEMENT shall mean this document, duly executed by the parties, and all amendments hereinafter made.
- 2) ARTICLES, SECTIONS and PARAGRAPHS mentioned by number are the respective Articles, Sections and Paragraphs so numbered.
- 3) CITY shall mean the City of \_\_\_\_\_, as identified in Section 1.01 (1).
- 4) COLLECTION SYSTEM are those whose primary function is the collection of sewage from multiple and individual users in pipes eight (8") inches in diameter or larger with a manhole. Collection systems would normally include areas such as subdivisions, or streets where numbers of users exist, and from where sewage must be collected.
- 5) COMMISSION shall mean the Oconee County Sewer Commission.
- 6) COUNTY shall mean Oconee County.
- 7) DHEC shall mean South Carolina Department of Health and Environmental Control.

- 8) EPA shall mean the Environmental Protection Agency, an agency of the United States Government.
- 9) FORCE MAINS shall mean the discharge pipes from sewer pump stations that transport sewer under pressure, as contrasted to gravity lines which transport sewer by the natural fall of water in a downhill direction.
- 10) CCSC shall mean the Coconino County Sewer Commission.
- 11) PARTY OR PARTIES shall mean the signatories to this Intergovernmental Agreement and their successors and assigns.
- 12) PIONEER shall mean Pioneer Water District.
- 13) PUBLICLY OWNED TREATMENT WORKS or POTW shall mean any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a municipal or regional treatment plant.
- 14) SERVICE CONNECTION shall mean a connection from an individual sewer user to a sewer main. Service connections are primarily mechanical connections of a smaller diameter sewer lateral to the larger diameter sewer main, as compared to connecting the lateral in a manhole.
- 15) SEWAGE TREATMENT PLANT shall mean any arrangement of devices and structures used for treating sewage.
- 16) SEWER MAIN shall mean an eight (8") inch or larger diameter pipe to which service lines may be connected, or through which collected sewage may be transported.
- 17) SINGLE SERVICE LINE shall mean a single line that serves only one customer that is owned by the individual customer and whose line is less than eight (8") inches in diameter.

18) TRANSPORTATION FACILITIES shall mean those facilities whose primary function is the pumping or moving of sewage from the collection system to the treatment plant. This does not mean that there are not individual users added anywhere on the transportation system, only that the primary function is the transport or movement of sewage, not collection.

19) TRUNKLINES shall mean the (usually) large diameter gravity sewer pipes used for transportation of sewage. Collection systems would normally discharge into trunklines or into pump stations that would discharge into trunklines.

20) DEFINITION OF FEES:

One Time Fees:

(a) "Connection Fee" or "Tap Fee" is a fee charged to the user for the cost of physically connecting to the sewer system. This fee shall be set by the OCSC or the City (depending on the entity that owns the sewer main to which the connection is being made) based on the actual cost to the utility for connecting to the sewer system. The City's Connection Fee or Tap Fee shall be uniform throughout the City's sewer system outside of the City's city limits.

(b) "Treatment Impact Fee" is a fee charged for the user's allocation of treatment capacity in the treatment plant. This fee shall be based on a uniform formula throughout the Commission and City system. This fee shall be set by the OCSC in accordance with Georgia County Ordinance 89-6 which references DHEC contributory guidelines.

(c) "Municipal Collection System Use/Tapover Fee" is a fee charged for the user's allocation of transportation capacity in the existing Municipal collection system. This fee shall be set by the City in accordance with DHEC contributory guidelines.

(6) "Oconee County Sewer Commission Collection System Impact Fee" is a fee charged for the user's allocation of capacity in the OCSC collection system. This fee shall be set by the OCSC in accordance with DHEC contributory guidelines.

#### Monthly Fees

The user will be charged a monthly fee by the City or the OCSC, depending upon the line to which the user connects. The City and/or the OCSC shall set monthly fees based upon zones in which the user exists. The following list are factors the City and/or OCSC will consider in setting monthly fees.

- (a) "Billing Fee" is an administrative cost associated with billing by the City.
- (b) "Depreciation" is the cost of the declining value and need for future replacement or refurbishment of the facilities, based on the expected life of the facilities. Depreciation shall be based on the actual cost of the new system and shall be funded as in accordance with standard accounting practices. Collection systems shall be depreciated over fifty years and Trunklines, Force Mains, and Pump Stations shall be depreciated over twenty (20) years.
- (c) "Collector lines operation and maintenance (O&M)" is the cost of personnel, repairs, chemicals, utilities and other costs associated with the running and upkeep of equipment or facilities associated with the collection system to which the user is connected. (This is the O&M for the system expansion itself.)
- (d) "Pumping charge" is the cost of the O&M on the pumps used by the Cities to transport the sewage to the OCSC systems.

- (e) "Reimbursement fee" is a portion of the project cost that would be collected and returned to the County (could be part one-time fee and part monthly flow-based fee).
- (f) "Transportation fee" is the cost of transporting the sewage through the City system and includes *M* charges. This represents the cost of transporting the sewer from a system or project through a City system. This does not include pumping charge.
- (g) "Treatment fee" is a fee charged for the cost of the treatment of the sewage by the OCSC. This fee shall be set by the OCSC.

### ARTICLE III

#### AGREEMENT

The COUNTY and the CITY mutually agree, each with the other, as follows:

##### Section 3.01

The COUNTY, through the COMMISSION and/or the Commission, may construct, own, and operate a sewer collection and transportation system in the unincorporated areas of Oconee County. The COUNTY and the COMMISSION agree that the CITY shall have the first option to construct and/or own and operate sewer lines in the unincorporated areas of the COUNTY. Nothing in this section or in this Agreement shall be construed as creating an obligation on the CITY, COUNTY, COMMISSION or Pioneer to construct a sewer line.

Section 3.02

The CITY, COUNTY AND COMMISSION agree that the public entity providing water in an unincorporated area of the County shall have the first right to construct and own and operate sewer lines in this area. In the event that said entity declines to construct, own and operate said sewer line, any other party to this Agreement may exercise the right to construct, own and operate the sewer line. If two or more parties to this Agreement decide to construct, own and operate said sewer line, the Commission shall decide which entity shall be entitled to said line and the Commission's decision shall be final.

Section 3.03

In the event that the CITY wishes to accept sewer lines owned and operated by the COMMISSION, the CITY shall have the right to accept said lines based on the following if the COMMISSION agrees to allow the CITY to accept said lines:

a. In the event that the County or the OCSC is receiving a Reimbursement Fee as defined herein, the City shall collect said fees from the users of the system and remit the fee to the County or OCSC until such time as Reimbursement has been paid in full.

b. The City may pay to the County or OCSC the County's or OCSC's actual cost for the system minus any amount the County or OCSC's has been reimbursed for the cost of the system.

c. If the County or OCSC has not expended funds for the system (i.e. the system was paid for by grant money or the owner/developer), the City may accept the system at no cost to the City.

d. The County and OCSC may agree to allow the City to accept the system at no cost even if the County and/or OCSC has paid for the construction of the system.



Section 3.04

In the event that the COMMISSION has a customer on City water that connects to the County/Commission sewer system, the CITY agrees to bill said customer for sewer services at a rate to be determined by the COMMISSION. The CITY shall be entitled to receive an administrative fee for providing the billing service. This fee shall be negotiated between the City and the OCSA.

Section 3.05

The CITY agrees to allow the COUNTY, through the COMMISSION, and the COMMISSION to connect its sewer lines to city sewer lines for transportation to a wastewater treatment plant operated by the COMMISSION.

Section 3.06

The COUNTY, the CITY and the COMMISSION agree that any entity (person, business, corporation, partnership, etc.) who requests to connect to an existing CITY or COMMISSION sewer line outside of the municipal city limits shall have the right to connect to the COMMISSION or CITY system IF said entity satisfies the requirements set forth below:

- a) Entities requesting to connect to a COUNTY or CITY line must have a feasibility study done by an engineer licensed in the State of South Carolina to determine the probable cost of the system, the impact on down-stream facilities, and a basic design of the system sufficient to handle the entity's needs, including any desired future flow increases based on growth. The study shall be presented to the COUNTY, COMMISSION, and the CITY (where applicable). A feasibility study shall not be required if the new line is a single residential service line and the

maximum sewage output will be less than 400 gallons per day. The necessity of having a feasibility study may be waived by mutual consent of the COMMISSION and CITY (where applicable). The CITY'S consent to waive a feasibility study will be necessary when any sewage from the prospective entity will flow through a line owned by the CITY. In the event that a dispute arises between the entity requesting connection to a sewer system and the COUNTY, COMMISSION, and/or CITY (where applicable), the dispute shall be resolved in accordance with the provisions set forth in Section 3.07, below.

f) Entities requesting to connect to a COMMISSION or CITY line must have the new system designed by an Engineer licensed in the State of South Carolina. The design shall be presented to the COUNTY, COMMISSION, and the CITY (where applicable) for approval. The design shall meet Federal, State and local requirements and specifications. The design may be disapproved by the COUNTY, COMMISSION, and CITY (where applicable) if the design does not meet Federal, State and local requirements and specifications. In the event that a dispute arises between the entity requesting connection to a sewer system and the COUNTY, COMMISSION, and/or CITY (where applicable), the dispute shall be resolved in accordance with the provisions set forth in Section 3.07, below.

g) Entities requesting to connect to existing sewer facilities shall be responsible for (1) All costs associated with the construction of the new system, and (2) All costs of connecting to the existing system. These costs shall include any upgrades necessary to accommodate the increased flow in the existing system. In addition,

the sewer customer shall pay a monthly fee to be determined by the CITY or COMMISSION. The monthly fee shall include fees for operation, maintenance, depreciation, treatment, debt service and transportation.

- d) Any entity requesting to connect to an existing sewer system pursuant to this agreement shall be required to obtain all necessary right of ways for the new system.
- e) Any entity requesting to connect to the COMMISSION or CITY sewer system shall construct the new system in accordance with the sewer specifications of the COMMISSION or CITY that will own and operate the sewer system to which the entity intends to connect. These specifications may be changed, from time to time, by mutual agreement of the COUNTY, COMMISSION, and CITY. The COMMISSION and CITY (where applicable) shall have the right to inspect and test the new system throughout the construction phase of the project. The COMMISSION and CITY may deny connection to the system if the new construction is not built to the specifications set forth in this section. The COMMISSION or CITY shall maintain uniform specifications throughout the COMMISSION or CITY system.
- f) Notwithstanding any other section in this intergovernmental Agreement and any rights this Agreement may give to entities as defined herein, connection to the COUNTY or CITY system may be denied for any reason with the mutual consent of the COUNTY, COMMISSION, and CITY.

Section 3.07

In the event that a dispute arises under Section 3.06 of this Agreement, any party to the dispute may adjudicate the dispute in accordance with the following provisions. This dispute resolution process only applies to Section 3.06 of this Agreement.

(a) Either party to dispute may request a hearing on the disputed issue before the the Superintendent of the Commission. The Superintendent shall meet with the parties in an attempt to resolve the conflict within ten (10) business days. If the parties are unable to resolve the conflict, the Superintendent shall conduct a hearing within five (5) business days and shall issue a written decision on the issue in dispute.

(b) Either party may appeal the Superintendent's decision to the Commission within ten (10) business days of said decision. The Commission shall hear the appeal within ten (10) business days. Any member of the Commission who is employed by a party to the dispute may not participate with the Commission on the appeal. The Commission shall render a written decision within ten (10) business days of the hearing date.

(c) Either party may appeal the Commission's decision to the Hearing Board within ten (10) business days. The Hearing Board shall consist of three people. Each party to the dispute shall select one member of the Hearing Board and the two members of the Hearing Board selected by the parties shall select the third member of the Hearing Board. If the two members of the Hearing Board cannot agree on the third member, the third member shall be selected by the American Arbitration Association. The third arbitrator shall specialize in utilities law. The decision of the Hearing Board shall be final and binding on the parties to the dispute. The Hearing Board may assess costs, including attorney's fees, against the non-prevailing party to the dispute.

## SECTION IV

### AGREEMENT CONCERNING WATER

#### Section 4.01

The parties agree that there will be times that the COUNTY may wish to construct water lines in the unincorporated area of Goose County or financially assist in the construction of a water line or a water project by the CITY. In the event that the COUNTY decides to construct a water line in the unincorporated areas of the COUNTY and the supply of that water will come from a city water line, the CITY agrees to own, operate and maintain said water line after the construction of the line. The COUNTY agrees to construct said lines in accordance with all city specifications and the CITY agrees to inspect the construction to insure compliance with its specifications.

#### Section 4.02

In the event the COUNTY seeks to be reimbursed for its financial contribution to a waterline or water project, the CITY agrees to add a reimbursement fee (the amount to be determined by the CITY and the COUNTY on a case by case basis) to the monthly water bills of the CITY's customers who benefit from the water line or water project.

#### Section 4.03

The COUNTY and the CITY agree that any entity (person, business, corporation, partnership, etc.) who requests to connect to an existing City water line outside of the municipal city limits shall have the right to connect to said water system IF said entity satisfies the requirements set forth below:

a) Entities requesting to connect to a City line must have a feasibility study done by an engineer licensed in the State of South Carolina to determine the probable cost of the system.

the impact on existing facilities, and a basic design of the system sufficient to handle the entities needs, including any desired future flow increases based on growth. The study shall be presented to the City:

5) Entities requesting to connect to a City line must have a new system designed by an engineer licensed in the State of South Carolina. This design shall be presented to the City for approval. The design shall meet Federal, State and City requirements and specifications. The design may be disapproved by the City if the design does not meet Federal, State, and City requirements and specifications.

6) Entities requesting to connect to existing water facilities shall be responsible for

(1) All costs associated with the construction of the new system; and

(2) All costs of connecting to the existing system.

These costs shall include any upgrades necessary to accommodate increased flow in the existing system.

7) Any entity requesting to connect to an existing water system pursuant to this agreement shall be required to obtain all necessary right-of-ways for the new system.

8) Any entity requesting to connect to the City water system shall construct the new system in accordance with the water specifications of the City that will own and operate the water system to which the entity intends to connect. The City shall have the right to inspect and test the new system throughout the construction phase of the project. The City may deny connection through the system if the new construction is not built to the specifications required by the City. The City shall maintain uniform specifications throughout its water system.

9) Notwithstanding any other section in 9) Intergovernmental Agreement and any

rights that this Agreement may give to entities as defined herein, connection to the City system may be denied for any reason with the mutual consent of the County and City.

## SECTION V

### Section 5.01

In the event that any part of this Agreement shall be held invalid or unenforceable by any Court or Tribunal, the remaining portions of this Agreement shall continue to be binding between the parties.

### Section 5.02

FORCE MAJEURE notwithstanding any provisions to the contrary, neither party shall be in default under this Agreement and such party's performance of such obligation or obligations (except as to payment of all required monetary sums) shall be excused and extended if and to the extent that any failure or delay in such party's performance of one or more of its obligations under this Agreement is caused by any of the following conditions if delay is beyond the reasonable control of such party: act of God, fire, explosion, flood, vandalism, war, military authority, or civil disorder; strikes or other labor disputes; any code, law, regulations, order, rule, regulation, direction, action or request of any local, state, or federal government entity or court; national emergencies, insurrections, or riots; or any other condition or circumstance beyond reasonable control of the subject party which materially impedes such party's performance. The party claiming relief under this Article shall notify the other in writing of the existence of the event relied on and the cessation or termination of said event, and the party claiming relief shall exercise reasonable efforts to minimize the time of any such delay.

Section 5.03

This Agreement represents the entire and integrated Agreement between the parties and incorporates and supersedes all prior negotiations and representations made during negotiations of the Sewer and Water Action Group, either written or oral that have been conducted or made during the negotiation process of this Agreement. This Agreement may be amended only by written instrument signed by the parties and may not be assigned without prior written consent of the parties. The Agreement shall inure to the benefit of the parties and their successors-in-interest.

Section 5.04

The parties understand and agree that the Cities of Salem, Seneca, Walhalla, Westminster, and West Union and Pioneer Water District shall all be signing separate Agreements with the COUNTY and COMMISSION, but the parties understand and agree that the above named Cities and Pioneer Water District are binding themselves to themselves in addition to the COUNTY and COMMISSION by executing this Agreement. This Agreement shall not supersede any existing contracts between the COUNTY, COMMISSION and/or CITIES or Pioneer Water District. If there is a conflict between a specific provision in a pre-existing contract and a specific provision in this Agreement, this Agreement shall apply. The parties agree that Federal and State laws and regulations shall apply to the parties. The parties agree that County and City laws, regulations, rules and ordinances not in conflict with this Agreement shall apply to the parties.

Section 5.05

This Agreement shall be in force and effect until March 31, 2018.



Oconee County Procurement Office  
415 S. Pine Street, Room 10  
Walkalla, SC 29691

RECEIVED  
JAN 02 2004  
OCONEE COUNTY  
PURCHASING DEPT.

Marianne A. Dillard, Procurement Director  
Ann Albertson, Senior Buyer  
Dorina McPister, Buyer

Telephone 864-638-4141  
Fax 864-638-4141

RFQ # 03-03  
AIRPORT HOUSE FOR RENT

Oconee County will accept sealed bids for the monthly rental of a house located near the Oconee Regional Airport, 202 Nebo Church Road, Seneca. Bids will be accepted until Monday, December 8, 2003 at 2:00 p.m. Vendors must submit their bid in a sealed envelope by the date and time stated above. Vendors must submit their bids to the Oconee County Procurement Office, Room 10, 415 S. Pine Street, Walkalla, SC 29691. The minimum bid accepted will be \$500 per month.

It is the intent of Oconee County to award to the highest bidder. The successful bidder shall be required to sign a one-year lease with Oconee County, with a 60-day notice to cancel contract by either party. Oconee County expects to demolish this house within the next few years; therefore, Oconee County will assume no responsibility for any major or minor repairs to the house or property, either before or during the length of the lease agreement. It shall be the successful bidder's responsibility to make any needed repairs.

In the space below, state your monthly rental price. By signing and submitting a bid, you are agreeing to all of the conditions listed in the attached contract.

Oconee County will accept payment in the form of cash, cashiers check, or approved personal or business check. If paying by check, make payable to "Oconee County Treasurer".

Oconee County reserves the right to reject any or all bids, to waive any technicalities and informalities, and to accept the bid deemed to be in the best interest of the County.

BID FORM

I hereby submit a bid of \$ 400.<sup>00</sup> PER MONTH

SIGNATURE:

Raymond J. Watkins

PRINT NAME:

RAYMOND (JACK) WATKINS

ADDRESS:

PO BOX 602

SENECA SC 29679-0502

TELEPHONE #:

(864) 324-1872 (CELL) 972-3908 (OFFICE)

DATE:

12-30-03

Airport House For Rent

December 29, 2003

Marianne A Dillard, Procurement Director  
Oconee County Procurement Office  
415 S. Pine Street, Room 10  
Walhalla, SC 29691

RECEIVED

JAN 02 2004

OCCONEE COUNTY  
PURCHASING DEPT

RE: Airport House for Rent . . . RFQ# 03-03

Dear Ms. Dillard:

I am writing in reference to the airport house for rent. I received the lease agreement and have concerns with some of the requirements. The following is what I am willing to do. I am willing to pay the amount of \$400.00 for monthly rental of above property. I am willing to pay expenses incurred to make this property habitable. I will do this at my own expense. By doing this I am not willing to pay a security deposit since this property is going to be demolished in the near future.

I also do not feel that I should be required to take out a \$300,000 insurance policy, as no one is required to do this when renting property. I do understand that as a Lessee my personal contents are not covered by your insurance coverage of the structure.

I am in full agreement with the remaining articles of the lease agreement.

I look forward to hearing from you in the near future regarding this matter.

Thank you for your time.

Best Regards,

Jack Watkins  
P.O. Box 502  
Seneca, SC 29678

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2004-

AN ORDINANCE TO AMEND ORDINANCE 97-14, THE OCONEE COUNTY PERSONNEL POLICIES AND PROCEDURES MANUAL, SPECIFICALLY POLICY 1-11, USE OF COUNTY VEHICLES.

BE IT ORDAINED by the Oconee County Council, in session, duly assembled and with quorum present and voting, that Ordinance 97-14, which adopted the Oconee County Personnel Policies and Procedures Manual, is hereby amended as follows:

Policy Number 1-11

**SUBJECT: Use of County Vehicles**

Vehicles owned by Oconee County should only be used by employees of Oconee County on Oconee County business or by people authorized by the Chief Administrative Officer of Oconee County to use said vehicles. Oconee County employees who drive Oconee County vehicles shall not transport family members in said vehicles. *unless authorized*

*by Chief Administrative Officer*

~~Vehicles owned by Oconee County should be used~~

### **Transfer of Sick Leave**

Employees are authorized to transfer accumulated sick time to another employee who has exhausted his or her sick time, vacation time, and any other accrued time off. The employee who transfers sick time to another employee shall lose the number of days of accumulated sick time that is transferred. The transfer of sick time shall be done on a voluntary basis. This transferred time may only be used for the employee with a catastrophic illness or injury, with catastrophic being defined as absent or expected to be absent for at least three (3) consecutive weeks.

OCONEE COUNTY COUNCIL

ORDINANCE NO. 2004-02

AN ORDINANCE REORGANIZING THE  
OCONEE COUNTY RURAL FIRE COMMISSION  
AND REPLACING ORDINANCE NO. 2001-07

BY OCONEE COUNTY COUNCIL, in Council duly assembled, with a quorum present and voting, and upon third and final reading as indicated below,

BE IT ORDAINED:

Section 1: Name, Purpose, Effective Date

This Ordinance shall be known, in addition to its number, as "An Ordinance to reorganize the Oconee County Rural Fire Commission", and shall become effective upon third and final reading and passing of this Ordinance by County Council.

The purpose of this Ordinance is to replace Ordinance number 2001-07, and to reorganize the Oconee County Rural Fire Commission, with the duties and authority herein provided.

Section 2: Membership

The membership of the Oconee County Rural Fire Commission shall be seven (7) in number, one (1) each from six (6) sub-districts made up of three (3) rural fire districts, and the Chairman of the Fire Chiefs Association, duly elected from its membership. The candidates for the Fire Commission must be active and participating members of their respective district and be certified firefighters according to all existing state and county standards. For purposes of this section of this Ordinance all 17 Rural Fire Districts and the Oconee County Hazardous Materials Team shall be assigned a sub-district affiliation by the current Fire Commission. The affiliation assignments shall be approved by the County Council.

The elected members of the Commission must be ratified by a majority vote of the membership of the Oconee County Council voting in session.

No member of the Commission shall be an elected official of a governing body with any jurisdiction over a fire station or fire department in Oconee County.

Section 3: Term of Members

Each Member of the Commission shall serve for a term of two (2) years.

#### Section 4: Organization, Meetings, Officers

The Oconee County Rural Fire Commission shall meet at least once each month, at a time and place selected by the Membership thereof, excepting that upon vote of a majority of its Members, two (2) meetings per year may be suspended and waived.

At the January meeting of each year, there shall be selected a Chairman, a Vice Chairman and a Secretary, together with such other officers as the Commission may deem necessary, and these officers shall serve for a period of one (1) year or until their successors are duly elected and qualified. Vacancies in any such office by reason of death, resignation or replacement shall be filled for the unexpired term of the officer whose position becomes vacant.

In addition, the Commission may duly adopt such By-Laws as may be necessary for the orderly performance of its duties and functions. Any By-Laws which may be adopted by the Commission for the orderly performance of its duties shall comply with the provisions of the general law of the State of South Carolina and this Ordinance, and of all other Ordinances of Oconee County, including but not limited to the Freedom of Information Act.

#### Section 5: Powers and Duties

The duties of the Oconee County Rural Fire Commission shall be, *inter alia*, as follows:

- a) To advise Oconee County Council on any matter affecting the operation and activities of the various rural fire departments of the County; to formulate plans and advise upon the operation and maintenance of the rural fire departments and their equipment, personnel and training; to cooperate with state and federal agencies, and agencies of adjoining Counties of our area or region in providing adequate rural fire protection; the operation and coordination of the activities of the various rural fire departments of the County in an overall plan of protection of the citizens of the County in cooperation with the law enforcement and other emergency agencies and departments of county, state or federal government.

The Commission shall submit its advice and counsel in the form of written reports to Council monthly, summarizing the activities, findings and functions of the Commission, together with the agenda for the next meeting, all of which shall be in the hands of the Supervisor of the County or his/her designee within a reasonable time. In no event, however, shall this Commission enter into any contracts, contractual obligations, employment of personnel, purchase of equipment or expenditures of funds not itemized and authorized in the budget under which it shall operate, without the prior written consent, affirmation and

authorization of Oconee County Council. In any event, the power and authority to enter into any contract binding Oconee County is vested with and shall remain in the Supervisor and Oconee County Council and is not herein delegated to this Commission.

- b) To participate in the formulation of the budget and budgetary appropriations affecting the area of concern of this Commission.
- c) To prepare plans and recommendations to Oconee County Council in the area of its activity, with recommendations for the implementation of such plans.
- d) To advise and recommend the employment of County employees to County Council, whose employment is within the area and scope of its activities.
- e) To establish Standard Operating Procedures for the rural fire departments in Oconee County that receive funds from Oconee County or use equipment owned by Oconee County. The Standard Operating Procedures shall be approved by County Council. In establishing the Standard Operating Procedure, the Commission should include a Grievance Procedure which establishes the Commission as the final authority within the Rural Fire Commission hierarchy on all issues appealed by a member of a rural fire department or a department itself. If a member of a rural fire department or a department wishes to appeal a decision of the Commission, the appeal shall be to County Council.
- f) To generally advise Oconee County Council on any matter within the scope of its activities, which would tend to improve the efficiency and beneficial operation of the County government in the field of activity with which the Commission is concerned.

Any advice or recommendations to Oconee County Council may be prepared and presented orally by the Chairman of the Commission at a regularly scheduled meeting of Council after due notice for agenda purposes, or in writing forwarded to the Supervisor-Chairman of the Oconee County Council for dissemination to Council members.

#### Section 6: Salaries and Funding

Each member of the Oconee County Rural Fire Commission shall be paid the sum of one hundred (\$100) dollars per year, plus expenses for out of County travel, as sole compensation. Any expense item or claim for same shall first be approved by the Chairman of the Commission unless the same is made by the Chairman, and submitted for approval and payment to County Council. In no event shall any Member of the Commission be entitled to any other compensation, direct or indirect, for services on the Commission and such Member shall not provide any services, materials, products, goods

or equipment to the County unless the same is sold or offered for sale in accordance with existing County and State purchasing procedures.



STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2004-

AN ORDINANCE TO AMEND ORDINANCE 97-14, THE OCONEE COUNTY PERSONNEL POLICIES AND PROCEDURES MANUAL, SPECIFICALLY POLICY 1-11, USE OF COUNTY VEHICLES

BE IT ORDAINED by the Oconee County Council, in session, duly assembled and with quorum present and voting, that Ordinance 97-14, which adopted the Oconee County Personnel Policies and Procedures Manual, is hereby amended to include the following:

Policy Number 1-11

**SUBJECT: Use of County Vehicles**

Vehicles owned by Oconee County shall only be used by employees of Oconee County on Oconee County business or by people authorized by the Chief Administrative Officer of Oconee County to use said vehicles. Oconee County employees who drive Oconee County vehicles shall not transport family members in said vehicles unless authorized by the Chief Administrative Officer of Oconee County.

APPROVED on FIRST READING this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_  
OPAL O. GREEN, CLERK

APPROVED on SECOND READING this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_  
OPAL O. GREEN, CLERK

**STATE OF SOUTH CAROLINA**

**COUNTY OF OCONEE**

**ORDINANCE 2004-**

**AN ORDINANCE TO REGULATE FALSE FIRE ALARMS TO WHICH  
OCONEE COUNTY RURAL FIRE DEPARTMENTS RESPOND**

**WHEREAS**, Oconee County Rural Fire Departments respond on a regular basis to fire alarms which turn out to be false alarms; and

**WHEREAS**, responding to false fire alarms requires Rural Fire Departments to expend money and manpower; and

**WHEREAS**, some locations have false fire alarms on a regular basis; and

**WHEREAS**, County Rural Fire Departments are unable to determine whether or not an alarm is false or not without responding to the call, thereby necessitating a response to each alarm,

**NOW THEREFORE BE IT ORDAINED**, by the Oconee County Council, in session, duly assembled and with quorum present and voting, the following:

In the event that a business or resident has more than three (3) false fire alarms within a thirty (30) day period that are responded to by an Oconee County Rural Fire Department, said business or resident shall be assessed a cost of \$100.00 per false alarm for each false alarm in excess of three (3) in any thirty day period. The assessment shall be paid to the Oconee County Rural Fire Department or Departments that respond to the false alarm.

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2004-

AN ORDINANCE SUSPENDING THE COUNTY POLICY REQUIRING OCONEE COUNTY RURAL FIRE DEPARTMENTS, THE OCONEE COUNTY HAZARDOUS MATERIALS TEAM, OCONEE RESCUE SQUADS, THE OCONEE COUNTY SPECIAL RESCUE SQUAD AND THE OCONEE COUNTY DIVE TEAM TO SPEND ALL BUDGETED AMOUNTS WITHIN EACH FISCAL YEAR

BE IT ORDAINED by the Oconee County Council, in session, duly assembled and with quorum present and voting, that:

**Section 1:**

Oconee County generally requires all departments to spend budgeted allocations prior to the end of each fiscal year. This policy has caused some hardships to Oconee County Rural Fire Departments, the Oconee County Hazardous Materials Team, Oconee County Rescue Squads, the Oconee County Special Rescue Squad, and the Oconee County Dive Team that receive financial support from the County. These departments, squads and teams also work to raise funds for their own support. The County generally allocates an amount for each department, squad and team. These allocations are not tied to any specific purchase and are spent at the discretion of said department, squad or team. The County recognizes that individual department, squads and teams have different needs and that the departments, squads and teams may need to save money from year to year in order to purchase certain items.

**Section 2:**

The allocation received from Oconee County by the Oconee County Rural Fire Departments, the Oconee County Hazardous Materials Team, Oconee County Rescue Squads, the Oconee County Special Rescue Squad, and the Oconee County Dive Team shall henceforth not be required to be expended prior to the end of each fiscal year but said departments, squads and teams may carry over said funds from one fiscal year to another.

APPROVED on FIRST READING this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO