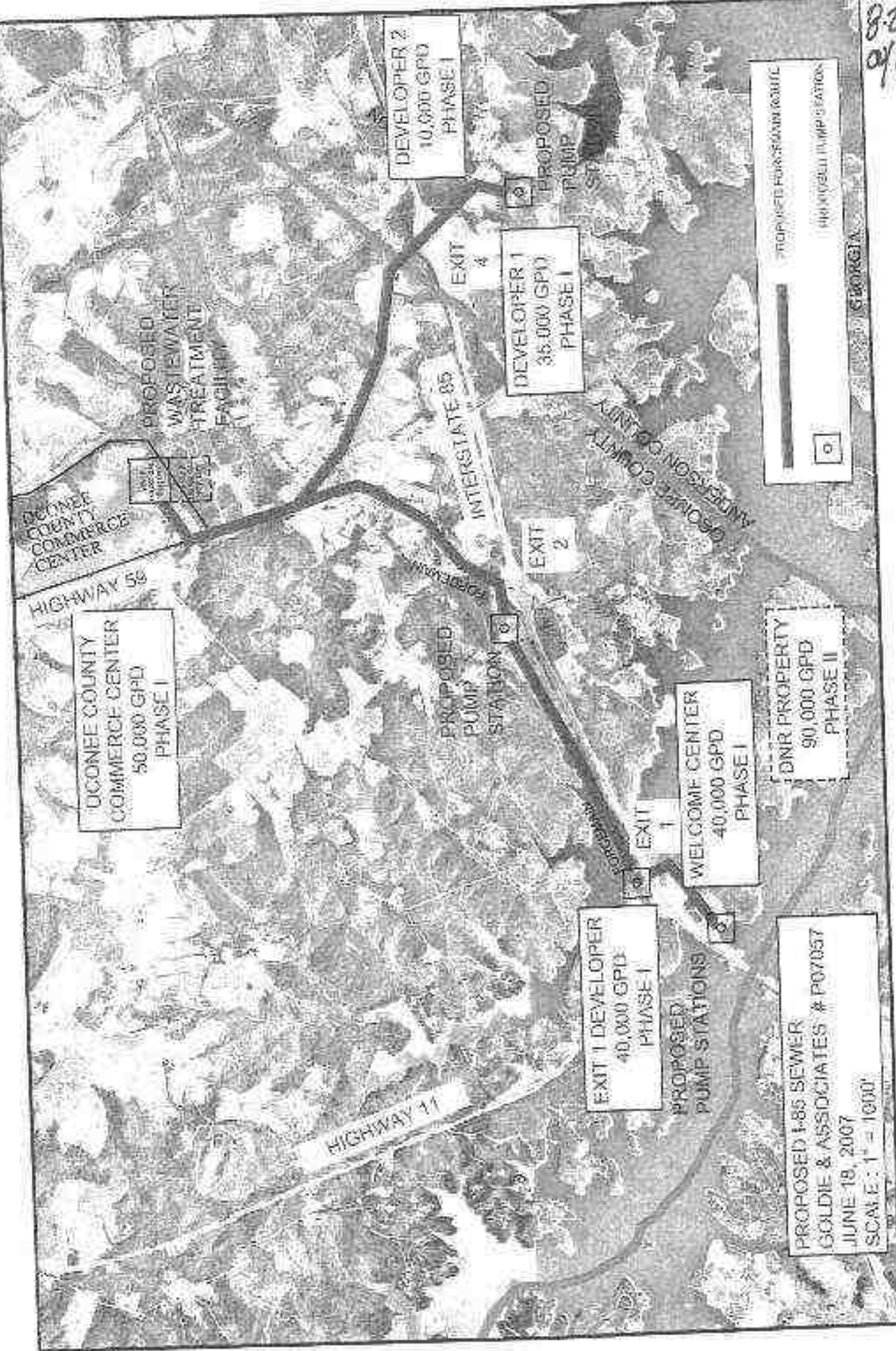


8-24-07
AKO/OSA



DEKALB COUNTY
COMMERCF CENTER
50,000 GPD
PHASE I

DEKALB COUNTY
COMMERCF CENTER

PROPOSED
WASTEWATER
TREATMENT
FACILITY

HIGHWAY 58

DEVELOPER 2
10,000 GPD
PHASE I

DEVELOPER 1
35,000 GPD
PHASE I

PROPOSED
PUMP
STATION

PROPOSED
PUMP
STATION

INTERSTATE 85

EXIT 2

EXIT 4

EXIT 1 DEVELOPER
40,000 GPD
PHASE I

WELCOMF CENTER
40,000 GPD
PHASE I

DNR PROPERTY
90,000 GPD
PHASE II

HIGHWAY 11

PROPOSED
PUMP STATIONS

PROPOSED I-85 SEWER
GOLDIE & ASSOCIATES # P07057
JUNE 19, 2007
SCALE: 1" = 1000'

PROPOSED FLOW (SOLID LINE)

PUMP STATION

0 100 200 300 400 500

0

GEORGIA

DEKALB COUNTY
ALDERSON COUNTY

100
100





**Greene County
Council Office**



MEMORANDUM

TO: All County Council Members;
Mr. Dale Surrett, Administrator

FROM: Beth Hulce, Clerk to Council

DATE: August 17, 2007

RE: Sewer Information

Dale K. Surrett
Administrator

Greene County
Administrative Offices
415 South Pine Street
Wainake, SC 29691

Phone: 864 716 1023
Fax: 864 710 1024

E-mail:
bhulce@greencocsc.com

George C. Blanchard
District I
Thomas S. Crutcher
District II
Meno Suresh
District III
Merion E. Lyles, Chair
District IV
H. Frank Able, Jr.
District V

Brad Norton asked that I forward this document to all for review prior to your meeting with the Sewer Commission on Tuesday, August 21, 2007 at 11:00 a.m.





Received from
Architect
on Aug 16, 2006



**PRELIMINARY ENGINEERING REPORT
FOR
SOUTHERN OCONEE COUNTY REGIONAL SEWER PROJECT**

August, 2006
WKD#60052.00.CL.04

Initial Draft - August 10, 2006

Prepared For

Oconee County Sewer Commission
623 Return Church Road
Seneca, South Carolina 29678



Prepared by:
W.K. Dickson & Co., Inc.
616 Colonnade Drive
Charlotte, North Carolina 28205
Tel 704-334-5348
Fax 704-334-0078

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- B. Flow Projections & Probable Construction and Present Worth Cost Estimates
- C. DHEC Letter of March 16, 2004; Re: Proposed Beaverdam Creek WWTP - Wasteload Allocation
- D. Department of Army Letter of March 28th, 2006; Re: Lake Hartwell WWTP Site

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- B.1 Estimate of Probable Construction Cost Alternative 1
- B.2 Present Worth Cost Evaluation for Alternative 1
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7. Proposed Schedule for Regional WWTP at Oconee County Industrial Site

I. General Information

This Preliminary Engineering Report (PER) describes a new regional wastewater treatment facility and sewage conveyance system proposed by the Oconee County Sewer Commission (OCSC) to serve the southern section of Oconee County, SC. The purpose of this PER is to obtain preliminary project concept approval from the South Carolina Department of Health and Environmental Control (DHEC) prior to proceeding with detailed design.

Project owner and engineer information are as follows:

Owner

Oconee County Sewer Commission
623 Remon Church Road
Seneca, SC 29678

Responsible Officer: Mr. Bob Winchester
General Superintendent

Telephone No. 864-977-3900

Engineer Responsible for Design:

W.K. Dickson Co., Inc.
616 Colonnade Drive
Charlotte, NC 28205

Responsible Engineer: Mr. Charles R. Fronsberger, P.E.
Telephone No. 704-227-3403

The objective of the overall project is to provide for the long-ranged regional wastewater treatment and conveyance for the southern section of Oconee County, South Carolina consistent with the *Oconee County Infrastructure Master Plan*¹. The objective of the project described within this PER is to address the immediate wastewater conveyance and treatment needs of the South Carolina Department of Transportation's (SCDOT) I-85 Welcome Center located on Lake Hartwell at Interstate 85 and a proposed Oconee County Industrial Park located off SC Highway 59 near Fair Play.

The SCDOT has agreed to provide \$3,095,000 in funding for the subject project in return for sewer service to the I-85 SCDOT Welcome Center allowing the removal of the existing SCDOT 20,000 gpd wastewater treatment plant and a future commitment to provide treatment and conveyance for up to 75,000 gpd of wastewater. A copy of this agreement is provided in Appendix A. Remaining funds required for the project are to be provided by Oconee County.

¹ "Oconee County Infrastructure Master Plan", prepared by Goldie & Associates, Inc., May 6, 2004.

2. Comprehensive Description of the Project

2.1 Current Situation

The four mile section of Interstate I-85 located in the southern section of Oconee County has been identified within the *Oconee County Master Plan* as a strategic area for commercial and industrial development in Oconee County. The multiple interchanges providing ready interstate highway access to Atlanta, Georgia; Greenville, South Carolina; and Charlotte, North Carolina plus large tracts of suitable undeveloped land make this area very attractive for industries. The absence of public sewer and wastewater treatment in this area, however, has proven to be a significant detriment to past development within this area.

There are no public owned wastewater treatment and conveyance facilities in the southern section of Oconee County. Privately owned wastewater treatment facilities currently operating in the area are owned by the South Carolina Department of Transportation (SCDOT), Foxwood Hills Community and Chickasaw Point Community. The SCDOT operates a package wastewater treatment plant (WWTP) serving the South Carolina Welcome Center located on the north bound side of Interstate I-85. This WWTP has a capacity of approximately 20,000 gpd and discharges to Lake Hartwell. Foxwood Hills and Chickasaw Point are resort communities located on Lake Hartwell. Both operate private WWTP with discharges into Lake Hartwell. The Town of Fairplay and other area residential and commercial users currently rely on septic tank systems with soil absorption fields.

Oconee County has recently purchased a 260 acre parcel of land located north of Fairplay on Highway 59 with planning in progress to develop this property into an industrial park. To allow this park to develop to its anticipated full potential, provisions for wastewater treatment and disposal will be required. An additional 30 acre site adjacent to the proposed industrial area has been purchased and allocated for a wastewater treatment facility.

2.2 Future Situation

Based upon the Oconee County Infrastructure Master Plan, the following potential area wastewater generators and respective twenty year planning period wastewater projections have been identified:

Potential Wastewater Contributor	Estimated Wastewater (GPD) *
• SCDOT Welcome Center	75,000
• Oconee Resort (SCPRT)	89,000
• Highway 11 Area Development	13,800
• Water's Edge Community	69,800
• I-85 Exit 4 Development	38,800
• Highway 59 Development (Fairplay Area)	38,800
• Cleveland Creek Drainage Basin (Fairplay Area)	38,800
• Oconee County Industrial Park	130,000
• Chickasaw Point Community	176,000
• Foxwood Hills Community	108,000
• Little Choestock Creek Area	69,500
Total Area Wastewater Potential:	871,500

* Flow projection backup computations are provided Table A.7 in Appendix B.

2.3. Identified Project Needs

Of the foregoing wastewater contributors, the SCDOT Welcome Center and the Oconee County Industrial Park represent immediate wastewater treatment needs while the other identified contributors are expected to develop as the infrastructure becomes available and area development proceeds. As previously mentioned, Oconee County has entered into an agreement (Appendix A) with the SCDOT to provide treatment and conveyance for up to 75,000 gpd of future wastewater from the Welcome Center. The Welcome Center wastewater is expected to increase from the current 10,000 to 20,000 gpd to 75,000 gpd with increasing visitors and the future commercial development of the Center. The Oconee County Industrial Park is currently being planned to attract new industrial growth as provisions for wastewater treatment become available.

Other areas in the general I-85 area as exits are expected to begin development shortly after regional wastewater treatment becomes available. Wastewater treatment service to Chickasaw Point, Foxwood Hills and Little Choestons Creek areas to the north are projected for future development as these areas expand and existing wastewater treatment facilities near capacity.

The wastewater treatment needs addressed within this Preliminary Engineering Report are to serve the immediate needs of the SCDOT Welcome Center and Oconee County industrial park with additional capacity provided for short termed growth in areas readily accessible to the proposed conveyance facilities. To meet these immediate treatment needs, a wastewater treatment capacity of approximately 250,000 gpd is required. The location, discharge point and design of the wastewater treatment facilities are to include provisions for serving the long termed needs of the area for identified future flows of approximately 371,500 gpd. To meet this long termed need, the initial 250,000 gpd WWTP is to include provisions for the future expansion to 950,000 gpd.

The conveyance facilities proposed within this project are to provide for the initial conveyance of the SCDOT Welcome Center and Oconee County industrial park wastewaters to the proposed regional wastewater treatment facility with design capacity for future incorporation of the other area wastewater contributors. The cost of conveyance for these other wastewater sources to the proposed regional treatment system within this project will be the same for all of the alternatives considered.

3. Alternative Analysis

3.1. Description of Alternatives Considered for Meeting Project Needs

Five (5) alternatives have been preliminarily identified and evaluated for providing the identified project needs for conveyance and regional wastewater treatment in southern Oconee County as described below:

3.1.1 Alternative 1 – Conveyance and Regional Treatment at Oconee Industrial Park Site

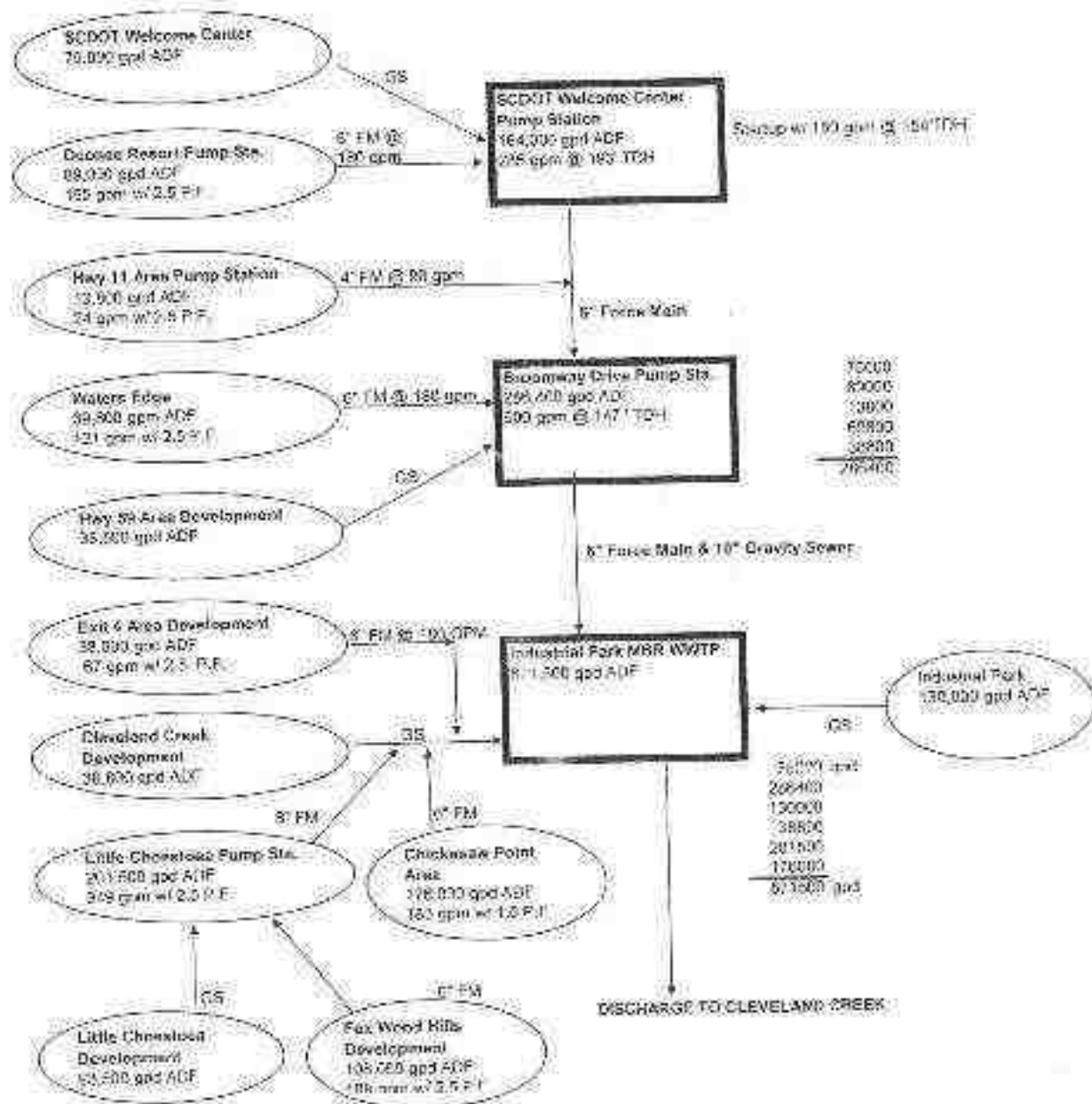
Alternative 1 proposes a regional wastewater treatment facility to be located off SC Highway 59 at the Oconee County industrial park site with a discharge into Cleveland Creek. Figure No. 1 provides a general flow schematic showing the long ranged plans for connection of area wastewater contributors.

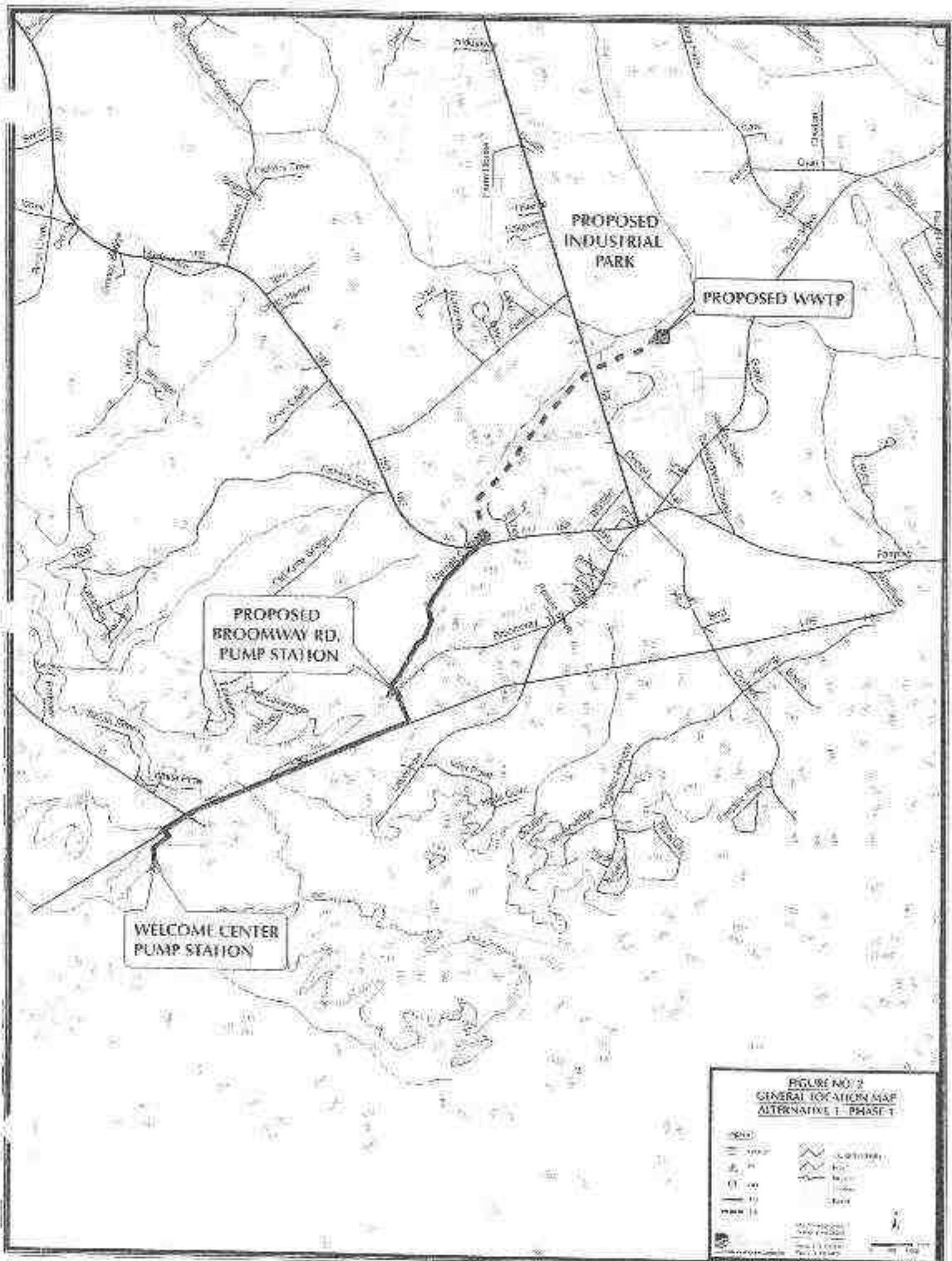
The initial construction for this project alternative is to include of a 250,000 gpd treatment facility with provisions for future expansion to 950,000 gpd. Conveyance facilities from the SCDOT Welcome Center to the WWTP site as shown in the location map provided as Figure No. 2. These proposed conveyance facilities include capacity for the future addition of the other identified wastewater contributors and will include the following components:

- New 180 gpm pump station at the SCDOT Welcome Center incorporating the existing SCDOT WWTP influent comminutor and aerated equalization basin.
- Approximately 7320 lf of 6" diameter force main extending from the SCDOT Welcome Center to Broomway Road
- New 500 gpm pump station on Broomway Road accepting flow from the SCDOT Welcome Center and future flows from Waters Edge and Exit 2/Highway 59 development.
- Approximately 5100 lf of 8" force main extending from Broomway pump station to SC Highway 182.
- Approximately 7180 lf of 10" gravity sewer extending from SC Highway 182 along Cleveland Creek to the proposed WWTP site off SC Highway 59.

The proposed WWTP is to be initially constructed for a capacity of 250,000 gpd with provisions for future expansion to 0.95 mgd. Previous planning efforts in connection with the *Oconee County Infrastructure Master Plan* and prior to the selection of the Oconee County industrial park site identified a regional WWTP site on Beaverdam Creek. A wasteload allocation request was provided by DHEC for the site located on Beaverdam Creek for a 0.95 mgd facility. A copy of DHEC's letter of March 16, 2004 providing the wasteload allocation is included in Appendix C. With the selection of the SC Highway 59 Oconee County industrial park site, 30 acres was provided as a site for the regional wastewater treatment facility. WKD requested a new wasteload allocation for the Cleveland Creek site in a letter of April 17, 2006 (copy included in Appendix C). A formal DHEC response to this request has not been received at this date. Mr. Larry Turner of DHEC, however, provide a verbal indication on June 12, 2006 that the limits for Cleveland Creek would be the same as reflected for Beaverdam Creek in DHEC's wasteload allocation letter of March 16, 2004 with exception of the dilution ratio associated with toxicity testing. This wasteload allocation indicates the following potential NPDES permit limits for a proposed WWTP with discharge to Cleveland Creek immediately below SC Highway 59:

FIGURE NO. 1. ALTERNATIVE 1 SCHEMATIC DIAGRAM - REGIONAL WWTP AT OCONEE COUNTY INDUSTRIAL SITE





Parameter	Anticipated NPDES Permit Limit
Flow	0.95 mgd
BOD ₅	10.0 mg/l
TSS*	30 mg/l
NH ₃ -N	2.0 mg/l
TRC (monthly average & daily maximum)	0.052 mg/l (Monthly Average) 0.090 mg/l (Daily Maximum)
Dissolved Oxygen (D.O.) **	6.0 mg/l
Fecal Coliform (#/100 ml)	200,400 ml (Average Maximum)
Total Phosphorus **	0.06 mg/l

* Depends upon design of WWTP
** Unless site specific studies are performed

Based upon these foregoing projected NPDES permit limits, an advanced treatment system with a discharge into Cleveland Creek is anticipated to be required for the SC Hwy 59 site. The advanced treatment process to meet the foregoing effluent limits is proposed to generally include the following major components:

- Influent pump station
- Fine screening
- Grit removal
- Biological treatment utilizing a membrane bioreactor (MBR) process with biological nutrient removal
- Alum chemical addition for further phosphorus removal
- Ultraviolet disinfection
- Aerobic waste sludge storage with waste sludge processing at OCSC's Coneross WWTP
- Emergency power generation

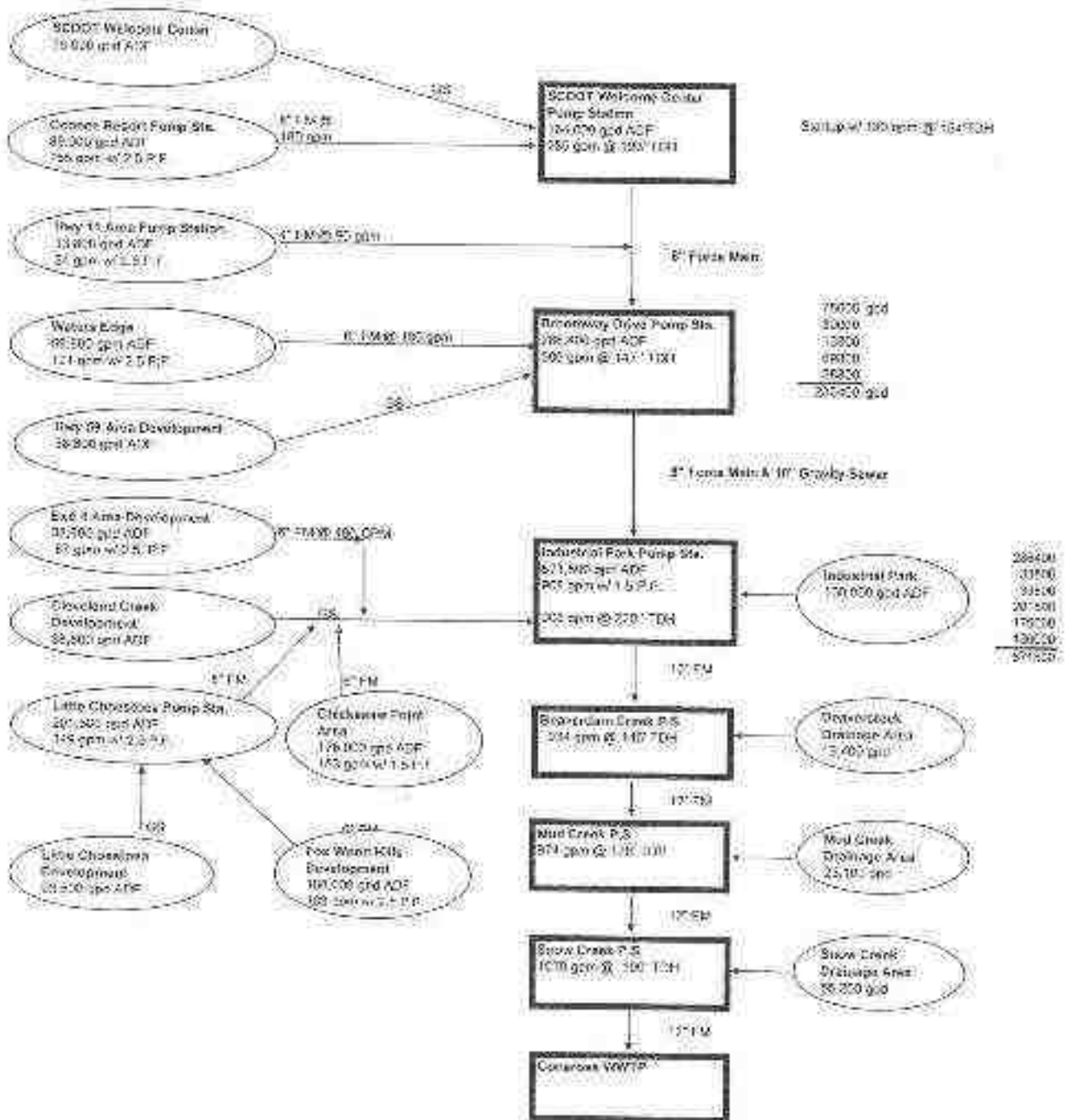
3.1.2 Alternative 2 – Conveyance to Coneross WWTP for Treatment

Alternative 2 proposes to convey wastewater from the southern Oconee County to the existing Coneross WWTP for treatment. A flow schematic of this conveyance system and associated area wastewater generators is provided in Figure No. 3 with a general location map provided in Figure No. 4.

Wastewater conveyance from the SCDOJ Welcome Center and I-85 Interchanges to the Oconee County industrial park site will be the same as Alternative 1. The conveyance system from the industrial park to Coneross WWTP will follow a general route along SC Highway 59 to Crooks Farm Road to the Coneross WWTP site. This alternative is proposed to provide pump stations at major drainage basin intersections with force mains to route highpoints and gravity sewer extending on the downhill slopes to the pump stations along the route. This will permit future sewer connections serving the various drainage basins. Pump stations, force mains and gravity sewers are proposed to be sized for the projected future flows. This alternative will generally include the below components:

- Six (6) wastewater pump stations with provisions for emergency power and odor control
- 52,600 lf of force main ranging from 6-inch to 12-inch diameter
- 23,880 lf of gravity sewer ranging from 10-inch to 12-inch diameter

FIGURE NO. 3. ALTERNATIVE 2 SCHEMATIC DIAGRAM - CONVEYANCE TO CONEROSS WWTP



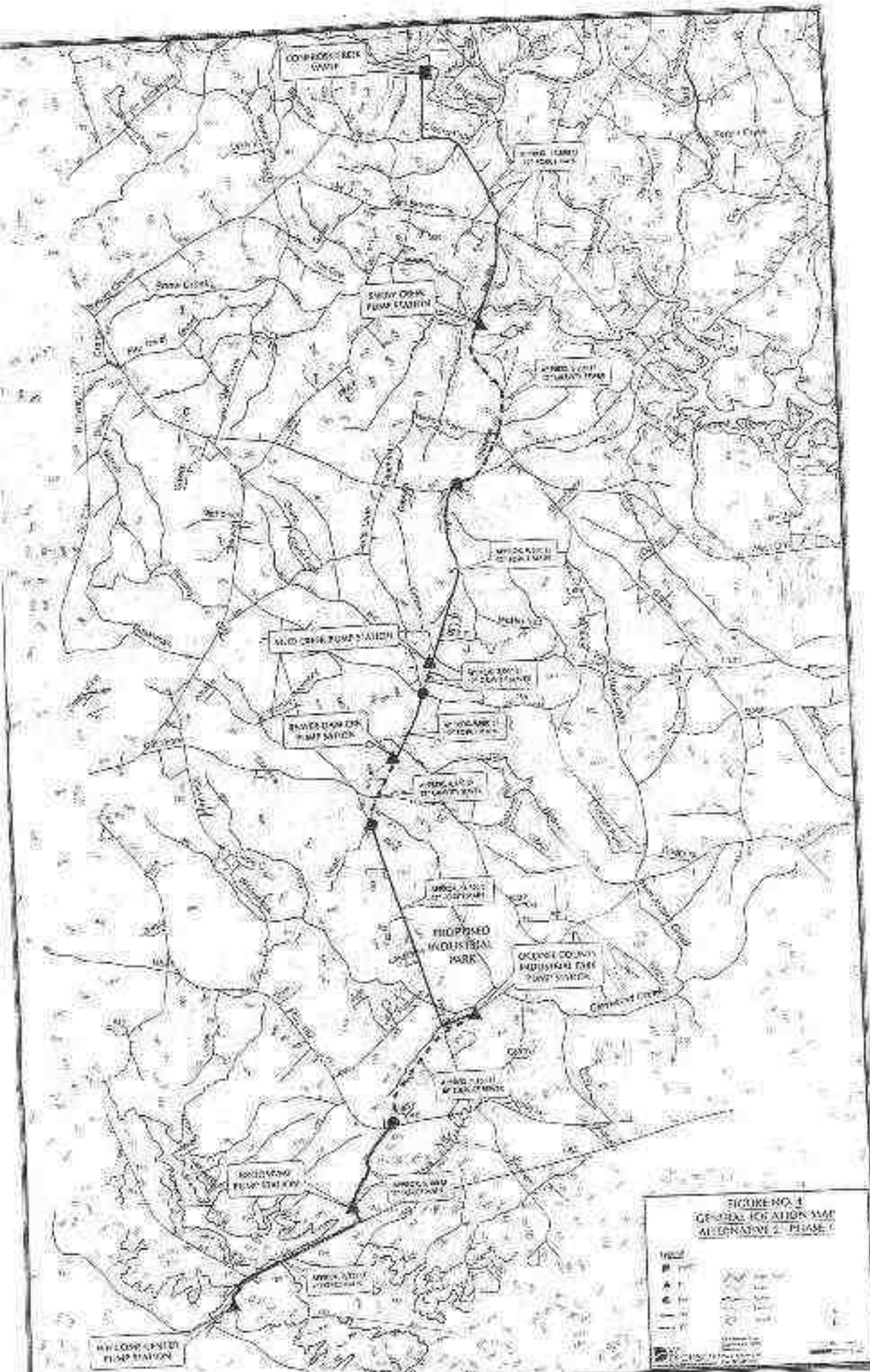


FIGURE NO. 1
 GENERAL ALIGNMENT
 ALTERNATIVE 2 - PHASE C



WILSON CENTER
 PUMP STATION

3.1.3 Alternative 3 – Conveyance and Regional Treatment at Lake Hartwell Site

Alternative 3 proposes the construction of a new regional wastewater treatment plant on property located immediately adjacent to the SCDOT Welcome Center. This property is currently owned by the US Department of Army with a long-term lease to the South Carolina State Parks. This alternative is contingent upon property availability for the proposed WWTP site and approval for a discharge to Lake Hartwell. The discharge into Lake Hartwell could utilize a new permitted discharge or potentially utilize the existing SCDOT permitted discharge point with a modified NPDES permit to transfer ownership of the permit. A wasteload allocation was requested from DHEC on April 17, 2006; however, a response has not been received at the date of this report.

A flow schematic for this alternative showing the general conveyance system for area wastewater generators is provided in Figure No. 5 with a general location map for the proposed initial conveyance system provided in Figure No. 6. The initial conveyance facilities for Alternative 3 are proposed to be sized to accommodate the future flow projections and will generally include the following components:

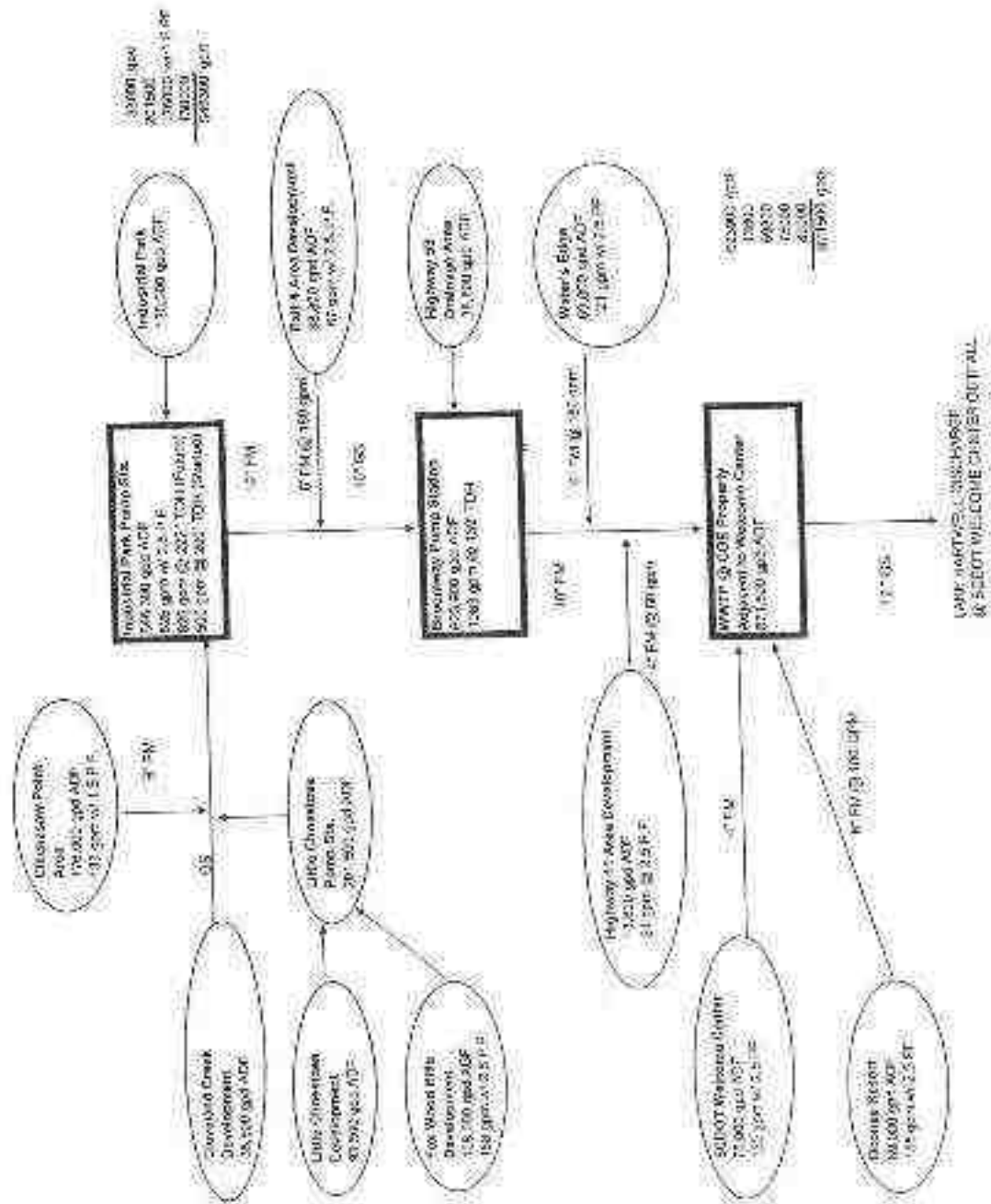
- New 130 gpm pump station at the SCDOT Welcome Center incorporating the existing SCDOT WWTP influent comminutor and aerated equalization basin.
- Approximately 1200 ft of 4" diameter force main extending from the SCDOT Welcome Center to proposed WWTP site on adjacent property.
- New 500 gpm pump station at Oconee County industrial park site off SC Highway 59 sized to allow future pump replacement for area flow.
- Approximately 7180 ft of 10" force main extending up Cleveland Creek to Highway 182.
- Approximately 5100 ft of 10" gravity sewer extending from Highway 182 to the proposed Broomway pump station site.
- 1083 gpm Broomway pump station sized for future flows from Highway 59, Water's Edge and the future addition of Exit 4.
- Approximately 7320 ft of 12" force main extending from Broomway pump station to the proposed WWTP site adjacent to the SCDOT Welcome Center.

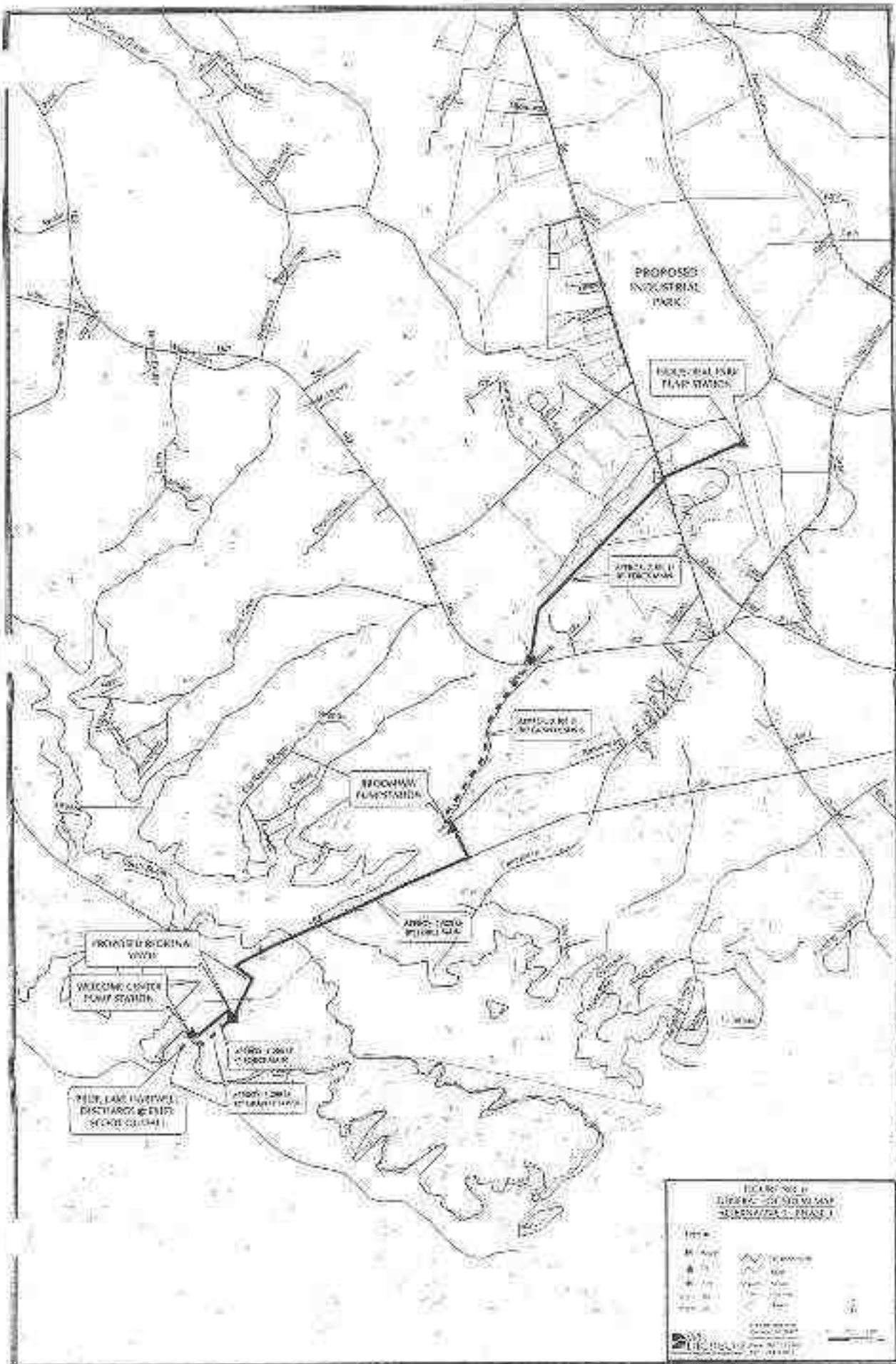
In the absence of wasteload allocations, the following effluent limits were assumed for preliminary evaluation purposes:

Parameter	Assumed NPDES Permit Limits
Flow	0.95 mgd
BOD ₅	15 mg/l
TSS	30 mg/l
NH ₃ -N	2.0 mg/l
TRC (monthly average & daily maximum)	0.052 mg/l (Monthly Average) 0.090 mg/l (Daily Maximum)
Dissolved Oxygen (D.O.) **	6.0 mg/l
Fecal Coliform (#/100 ml)	200/400 ml (Average/Maximum)
Total Phosphorus	0.15 mg/l

Based upon these effluent limits, the treatment system required for this alternative was proposed to generally include the following major components:

FIGURE NO. 3. ALTERNATIVE 3 SCHEMATIC DIAGRAM - REGIONAL WWTP AT LAKE HARTWELL SITE





**FIGURE 10
LAYOUT OF PROPOSED
INDUSTRIAL PARK**

Legend

(Symbol)	Flow Direction	(Symbol)	Proposed Structure
(Symbol)	Existing Structure	(Symbol)	Proposed Structure

Scale: 1" = 100'

Legend Area Footer: **URS** CONSULTANTS & ENGINEERS

- Screening
- Grit removal
- Secondary biological treatment with biological nutrient removal
- Alum chemical precipitation of phosphorus
- Tertiary filtration
- Ultraviolet disinfection
- Effluent diffuser in Lake Hartwell
- Aerobic sludge storage with waste sludge processing at OCSC's Conerross WWTP
- Emergency power generation

Similar to Alternative 1, this alternative is proposed to include a 250,000 gpd WWTP with the initial construction with provisions for the future expansion to 950,000 gpd capacity to serve the identified future area wastewater treatment needs.

3.1.4 Alternative 4 - Regional WWTP with Land Application of Effluent

Alternative 4 considered land application on a dedicated application site as a disposal option to the discharge into Cleveland Creek or Lake Hartwell as proposed within Alternatives 1 and 3. Components for a land application system for this application were identified to require a secondary wastewater treatment system, treated effluent storage and spray irrigation land disposal system. Related considerations for each of these components are presented below:

Treatment

The required wastewater treatment for land application was considered to be essentially equivalent to a point source surface water discharge system. Effluent requirements for land application would be less stringent but would still require the equivalent of secondary treatment. While nutrients (i.e., nitrogen and phosphorus) are beneficial to plant growth, the application rate must be limited to the agronomic uptake capacity of the site vegetation to prevent potential degradation of ground water. Accordingly, cost of treatment was considered to be equivalent to that of the surface discharge alternative included with Alternative 3.

Storage

Proper design of an effluent storage system supporting land application of effluent must consider climate, agronomic and hydraulic loading. A detailed water balance is required to accurately size the system for storage of wastewater during wet periods of the year when spraying would lead to potential surface runoff. For preliminary evaluation purposes, a storage pond providing thirty (30) days detention with a depth of 10 feet and 2:1 side slopes was assumed. At the initial design flow of 0.25 mgd, a detention of 30 days would require 7.5 million gallons of storage volume and an approximate 3.1 acre storage pond excluding buffers. With the future design flow of 0.95 mgd, the required storage volume would be approximately 28.5 million gallons and will require a minimum of 10.2 acres for the storage pond excluding buffers.

Spray Irrigation

Spray irrigation will require suitable soil conditions as well as site topography to minimize the potential for runoff. For preliminary evaluation purposes, it was assumed that a suitable site(s) could be obtained in the general area.

A preliminary water balance was prepared using 30 year average precipitation and evapotranspiration data from the 2000 to 2004 period for the Charlotte, NC area. Based upon a

moderately permeable soil characteristic, a percolation rate of 1.75 inches per week was assumed for the maximum combined application of wastewater and rainfall. The water balance yielded a projected maximum annual wastewater application rate of 78.2 inches or an average hydraulic loading of 1.5 inches per week.

In addition to hydraulic loading, nutrient and trace elements must not be applied beyond the agronomic uptake rates of the site vegetation. Typically, the nitrogen loading is the limiting nutrient in wastewater irrigation systems. For preliminary evaluation purposes, the irrigation site requirements were computed assuming irrigation of southern pine with no understory with an annual nitrogen uptake of 196 lbs/ac-yr (220 kg/ha-yr). With a wastewater effluent with 10 mg/l total nitrogen, the annual application rate based upon nitrogen loading is 91.65 inches/year.

Comparing the hydraulic and nitrogen loadings, the design of a spray irrigation system will be likely be governed by hydraulic loadings with an annual application rate of approximately 78.2 inches per year. This loading rate would require a minimum application site for this application as follows:

Design Flow	Application Site Without Buffer Area	Total Spray Irrigation Including 400 ft Buffer
0.25 mgd	42.9 Acres	107.7 Acres
0.95 mgd	162.9 Acres	275.4 Acres

Land Application Conclusions

Based upon the foregoing evaluations, the following conclusions were made regarding a non-discharge land application system:

- Treatment requirements for a non-discharge alternative will closely approach that of the discharge alternatives offering minor economic saving over the point source discharge alternative.
- Minimum land requirements for a non-discharge land application system for the twenty year design flow of 0.95 mgd could exceed 285.6 acres (10.2 acres for storage and 275.4 acres for spray irrigation). Actual land requirements will likely be substantially larger to allow for unusable site areas associated with site topography and drainage areas.
- Based upon the cost of land purchased for the industrial park at \$5,850 per acre, the minimum cost of land alone will approach \$1,630,760 if sufficient suitable land could be obtained within a reasonable distance of the site.
- Additional costs associated with a land application system include site development, preparation and planting of the desired forest ecosystem, site monitoring wells, pumps, distribution piping, valves and controls.
- The added cost for a land application non-discharge system for this application is not economically feasible.

3.1.5 Alternative 5 - No Action

Alternative No. 5 is a no action approach. This approach would require the southern area of Oconee County to continue dependence upon septic tanks. This alternative is not consistent with the *Oconee County Master Infrastructure Plan* and does not meet the objectives of providing for the future economic development of lower Oconee County. This option would also not allow Oconee County to fulfill the terms of the current agreement with SCDOT to provide regional

wastewater treatment and conveyance allowing the removal of the existing SCDOT WWTP from service. Accordingly, this Alternative was not considered to be acceptable.

3.2 Estimates of Probable Construction Cost

Estimates of probable construction cost for the foregoing respective project alternatives were prepared based upon the following project assumptions:

- Alternative 3 is based upon the assumption that property can be obtained from the Department of Army and/or South Carolina Department of Parks for the WWTP site and that a discharge into Lake Hartwell will be approved by DHEC with the limits previously noted.
- Alternatives 1 and 2 are proposed for construction in two phases. The initial construction phase will provide wastewater conveyance and treatment for 0.25 mgd serving the immediate needs of the SCDOT Welcome Center, Oconee County industrial park and area growth accessible to the conveyance system. The conveyance system is to be sized for the identified long-term area growth allowing future connections as the conveyance system is extended to these sources.
- The second phase of construction for alternatives 1 and 3 construction will provide for the expansion of the wastewater treatment facility to 0.95 mgd providing treatment capacity to meet the wastewater treatment needs for other area wastewater sources. The schedule for this expansion will depend upon the area growth and availability of funding for the associated conveyance systems. For alternative evaluation purposes, the Phase 2 wastewater treatment expansion construction is planned for the year 2016.
- Alternative 2 will require construction in one phase as the conveyance system to the Generosa WWTP does not lend itself to a phased construction approach.
- Extension of the conveyance systems to other identified area wastewater sources was not considered within the scope of this project. The cost of these conveyance systems was considered to be similar for all alternatives with minimal impact on alternative selection.

The probable construction cost estimates for the respective alternatives are provided in Appendix B and summarized within Table No. 3 1, 2 and 3. The following is a tabulation of the totals for the respective alternatives:

Alternative No.	Alternative Description	Probable Construction Cost
1	Conveyance and regional treatment at Oconee Industrial park	
	• Phase 1 - 0.25 MGD WWTP	\$5,840,600
	• Phase 2 - 0.95 MGD WWTP	\$8,957,600
	Total Alternative 1 Probable Construction Cost	\$14,798,200
2	Conveyance to Generosa WWTP for treatment	
	• Total Alternative 2 Probable Construction Cost	\$8,689,900

3	Conveyance and regional treatment at Lake Hartwell Site	
	• Phase 1 – 0.25 MGD WWTP	\$6,515,600
	• Phase 2 – 0.95 MGD WWTP	\$5,374,500
	Total Alternative 1 Probable Construction Cost	\$11,890,100

The capital cost estimates for the indicate Alternative 2 to be the more favorable alternative based upon total capital cost.

3.3 Present Worth Cost Evaluations

Present worth cost evaluations were prepared based upon the following assumptions:

- The operation and maintenance costs were based upon an initial WWTP capacity of 250,000 gpd with an average flow of 150,000 gpd over the first 10 years of operation and a treatment capacity of 950,000 gpd installed at year 10 with an average flow of 600,000 gpd over the period extending from year 11 to year 20.
- The present worth cost of Alternative 2 includes a capacity replacement charge equivalent to 85-gallon for the treatment capacity committed from the Concross WWTP. This fee was computed in the present worth cost as an annual fee equivalent to the WWTP capacity in Alternative 1 and 3. The initial capacity charge for the first 10 years based upon 250,000 gpd capacity is \$1,250,000 annualized to yearly fee of \$150,250 (A/P, 3.5%, 10 years). The second 10 year capacity charge based upon an additional 700,000 gpd capacity is \$3,500,000 annualized over the second 10 years to a yearly fee of \$420,700 (A/P, 3.5%, 10 years).
- The cost of treatment in Alternative 2 was determined based upon the projected OCSO charge for treatment of \$2.50/1000 gallons.
- Alternatives 1 and 3 assume that waste solids will be stored and thickened to 2% at the WWTP site and transported to Concross for treatment. The cost for treatment by the Concross WWTP is based upon the current fee of \$0.34/gallon for transportation and treatment.

The present worth detailed evaluations are provided within Appendix B and are summarized with Tables No. 1, 2 and 3 on the following pages with a tabulation provided below:

Alternative No	Alternative Description	Present Worth Cost
1	Conveyance and regional treatment at Oconee Industrial Park.	\$18,728,651
2	Conveyance to Concross WWTP for treatment	\$15,191,295
3	Conveyance and regional treatment at Lake Hartwell Site	\$17,092,831

These present worth cost evaluations indicate Alternative 3 to be the most favorable alternative followed closely by Alternatives 2 and 1.

TABLE NO. 1. ALTERNATIVE 1 COST SUMMARY

Item Description	Total
Alternative 1 - Phase 1 Probable Construction Cost:	
Welcome Center Pump Station & Conveyance to Broomway Pump Station	\$ 821,400
Broomway Pump Station & Conveyance to Oconee Co. Industrial Park	\$ 1,202,000
Phase 1 0.25 MGD WWTP at Oconee Co. Industrial Park Site	\$ 2,919,300
Subtotal Probable Construction Cost:	\$ 4,952,700
Engineering Costs	
Design Phase Engineering @ 10%	\$ 495,300
Construction Administration/Observation Engr. @ 5%	\$ 247,650
Owner Costs	
Owner Administration Fees @ 2.75%	\$ 136,200
Right-of-way - Force Main	\$ 1,300
Right-of-way - Gravity Sewer	\$ 7,200
Subtotal Engineering & Owner Costs:	\$ 887,900
Grand Total Alternative 1 - Phase 1 Cost:	\$ 5,840,600

Alternative 1 - Phase 2 Probable Construction Cost:	
Phase 2 WWTP Expansion to 0.95 MGD at Oconee Co. Industrial Park Site	\$ 7,607,300
Subtotal Probable Construction Cost:	\$ 7,607,300
Engineering Costs	
Design Phase Engineering @ 10%	\$ 760,730
Construction Administration/Observation Engr. @ 5%	\$ 380,365
Owner Costs	
Owner Administration Fees @ 2.75%	\$ 209,260
Subtotal Engineering & Owner Costs:	\$ 1,350,355
Subtotal Construction, Engineering & Owner Costs:	\$ 8,957,655
Grand Total Alternative 1 - Phase 2 Cost in Year 10:	\$ 8,957,655
Grand Total Alternative 1 - Phase 1 & 2:	\$ 14,798,255

PRESENT WORTH COST EVALUATION:	
Operation & Maintenance First 10 Years @ Q Average - 150,000 GPD:	\$ 368,989
Operation & Maintenance Year 11 - 20 @ Q Average - 600,000 GPD:	\$ 910,271
Present Worth Phase 1 Capital Cost =	\$ 5,840,600
Present Worth Phase 2 Capital Cost WWTP Expansion (10 years):	\$ 6,350,211
Present Worth O & M Cost Phase 1 (Years 0 - 10)	\$ 3,051,938
Present Worth O & M Cost Phase 1 (Years 10 - 20)	\$ 5,366,773
Present Worth Salvage Value	\$ (1,880,870)
Total Alternative 1 Present Worth Cost =	\$ 18,728,652

TABLE NO. 2. ALTERNATIVE 2 COST SUMMARY

Item Description		Total
Alternative 2 - Probable Construction Cost:		
Welcome Center Pump Station & Conveyance to Broomway Pump Station	\$	851,400
Broomway Pump Station & Conveyance to Oconee Co. Industrial Park	\$	1,202,000
Industrial Site Pump Station & Conveyance to Beaverdam Creek	\$	1,503,000
Beaverdam Pump Station & Conveyance to Mud Creek	\$	922,500
Mud Creek Pump Station & Conveyance to Snow Creek	\$	1,771,900
Snow Creek Pump Station & Conveyance to Corriass WWTP	\$	1,136,600
	Subtotal Probable Construction Cost:	\$ 7,367,200
Engineering Costs		
Design Phase Engineering @ 10%	\$	736,700
Construction Administration/Observation Engr. @ 5%	\$	368,400
Owner Costs		
Owner Administration Fees @ 2.75%	\$	202,600
Pump Station Property - @ 0.5 Ac/PS Site	\$	15,000
	Subtotal Engineering & Owner Costs:	\$ 1,322,700
	Grand Total Alternative 2 Construction, Engineering & Owner Costs:	\$ 8,689,900

PRESENT WORTH COST EVALUATION:		
Operation & Maintenance First 10 Years @ Q Average - 150,000 GPD	\$	486,935
Operation & Maintenance Year 11-20 @ Q Average - 600,000 GPD	\$	1,236,640
Present Worth Phase 1 Capital Cost =	\$	8,689,900
Present Worth O & M Cost Phase 1 (Years 0 - 10)	\$	4,041,320
Present Worth O & M Cost Phase 1 (Years 10 - 20)	\$	7,290,970
Present Worth Salvage Value	\$	(1,830,463)
	Total Alternative 2 Present Worth Cost =	\$ 16,191,745

TABLE NO. 3. ALTERNATIVE 3 COST SUMMARY

Item Description	Total
Alternative 3 - Phase 1	
Welcome Center Pump Station & Conveyance to Lake Hartwell WWTP Site	\$ 279,900
Osonoe Co. Industrial Park Site to Broomway Pump Station	\$ 1,264,200
Broomway Pump Station to Lake Hartwell WWTP Site	\$ 1,083,700
0.25 MGD WWTP at Lake Hartwell Site	\$ 2,375,400
Subtotal Probable Construction Cost:	\$ 5,003,200
Engineering Costs	
Design Phase Engineering @ 10%	\$ 500,300
Construction Administration/Observation Engr. @ 5%	\$ 250,200
Owner Costs	
Owner Administration Fees @ 2.75%	\$ 137,600
Right-of-Way Force Main	\$ 14,400
Right-of-Way Gravlly Sewer	\$ 5,100
Pump Station Property @ 0.5 Ac/site x 1	\$ 5,000
WWTP Site Property - 20 Ac	\$ 600,000
Subtotal Engineering & Owner Costs:	\$ 1,512,600
Subtotal Construction, Engineering & Owner Costs:	\$ 6,515,800
Grand Total Alternative 1 - Phase 1 Cost:	\$ 6,515,800

Alternative 3 - Phase 2	\$ 4,564,400
Phase 2: WWTP Expansion to 0.95 MGD at Lake Hartwell Site	\$ 4,564,400
Subtotal Probable Construction Cost:	\$ 4,564,400
Engineering Costs	
Design Phase Engineering @ 10%	\$ 456,400
Construction Administration/Observation Engr. @ 5%	\$ 228,200
Owner Costs	
Owner Administration Fees @ 2.75%	\$ 125,500
Subtotal Engineering & Owner Costs:	\$ 810,100
Subtotal Construction, Engineering & Owner Costs:	\$ 5,374,500
Grand Total Alternative 3 - Phase 2 Cost In Year 10:	\$ 5,374,500
Grand Total Alternative 3 - Phase 1 & 2:	\$ 11,890,300

PRESENT WORTH COST EVALUATION:

Present Worth Phase 1 Capital Cost =	\$ 6,515,800
Present Worth Phase 2 Capital Cost WWTP Expansion (10 years)	\$ 3,810,084
Present Worth O & M Cost Phase 1 (Years 0 - 10)	\$ 3,123,819
Present Worth O & M Cost Phase 1 (Years 10 - 20)	\$ 5,255,803
Present Worth Salvage Value	\$ (1,612,876)
Total Alternative 3 Present Worth Cost =	\$ 17,092,831

3.4 Rational for Alternative Selection

In the final selection of an alternative to meet the identified project needs, each alternative was evaluated based upon the following factors:

- Probable construction cost
- Present worth cost
- Regulatory permitting considerations
- Implementation requirements
- Potential public reaction

3.4.1 Alternative 1 – Conveyance and regional treatment at Oconee County industrial park site

Conveyance and treatment at the Oconee County industrial park provides the following advantages and disadvantages:

Advantages:

- Proposed WWTP site at the industrial park is centrally located for future service to the Foxwood Hills, Chickasaw Point, Little Choestoca, Water's Edge, Highway 59 and I-85 Exit 2 and 4 areas and would minimize pumping and conveyance requirements.
- Lowest Phase I construction cost for initial facilities allowing initial construction with lowest economic impact.
- Location on site current owned by Oconee County designated for the WWTP and would not require purchase of additional property.
- Discharge permit for Cleveland Creek is expected to encounter less public reaction and opposition than a Lake Hartwell discharge resulting in minimum permitting delays.

Disadvantages:

- Least favorable present worth and total probable construction cost for overall project.
- Preliminary wasteload allocations for discharge to Cleveland Creek indicate requirement for advanced treatment with a projected 0.06 mg/l phosphorus limit. This will require utilization of membrane bioreactor technology plus chemical addition.
- Low 7Q10 stream flow in Cleveland Creek will result in stringent toxicity limits resulting in limitations on area development and wastewater characteristics that can be accepted into the system.
- Discharge to Cleveland Creek may limit future WWTP expansion beyond the 0.95 mgd.

3.4.2 Alternative 2 – Conveyance to Cameross WWTP

Conveyance to the Cameross WWTP for treatment provides the below listed advantages and disadvantages:

Advantages:

- Lowest total probable construction cost for the twenty year flow projections.
- Does not require construction of a new wastewater treatment facility and related permitting issues.
- There will likely be less public reaction and opposition to the project compared to the other alternatives requiring a new wastewater treatment plant site and discharge.
- Provides opportunity for sewer service to additional Beaverdam Creek, Mud Creek and Snow Creek drainage basins along Highway route to Concross.

Disadvantages:

- Requires installation of infrastructure sized for future twenty year flows with initial construction resulting in highest initial capital cost expenditure at a time with lowest user base.
- Extended detention time within the conveyance system during initial years of operation with low flow rates has high potential for odor and corrosion problems.
- Conveyance of wastewater flow to Concross WWTP will consume treatment capacity funded by Seneca, Westminster and Walhalla.

3.4.3 Alternative 3 – Conveyance and regional treatment at Lake Hartwell site

The following advantages and disadvantages were identified for Alternative 3:

Advantages:

- A WWTP with discharge to Lake Hartwell is anticipated to provide less stringent discharge limitations for BOD₅, nitrogen and phosphorus due to the larger dilution capacity provided by the lake.
- Location is closer to SCDC's Welcome Center which will be primary initial source of wastewater.
- The Lake Hartwell location offers a better potential for future WWTP expansion for the long-term needs of the lower county.

Disadvantages:

- The Lake Hartwell site is not as centrally located for the future connections from the resort communities (Chickasaw Point, Fox Wood Hills, and Little Choctaw) and requires additional pumping and larger conveyance facilities for the transfer to the WWTP at the Lake Hartwell site.
- The proposed location of a WWTP on Lake Hartwell will be subject to a higher level of public scrutiny and possible opposition than the Oconee County industrial site. This could result in significant delays and costs associated with regulatory approvals and permits.

- Permitting for the Lake Hartwell discharge will require regulatory coordination and approval with DHEC, the Georgia Department of Natural Resources, Environmental Protection Division and the Department of the Army.
- Initial contact with the Department of Army regarding the potential location of a regional WWTP on property located adjacent to the SCDOT Welcome Center was rejected because this proposed use is not consistent with the land use guidelines criteria for flood control, hydropower, navigation, recreation, water supply & quality and fish & wildlife management. A copy of the Department of Army response of March 28, 2006 is included in Appendix D.

3.4.4 Recommended Alternative

In consideration of the foregoing alternative evaluations, Alternative 1 was selected as the recommended alternative based upon the following criteria:

- Initial Phase I probable construction cost of \$5,899,000 is the most economical alternative for implementation by OCSC and Oconee County.
- The proposed Lake Hartwell WWTP site has significant obstacles to overcome with regard to property acquisition, regulatory permitting and public reaction that could prohibit the project or result in extensive project delays.
- Alternative 2 requires an expenditure of \$8,776,800 for initial wastewater conveyance to Conners WWTP and is not feasible based upon project budgetary constraints.

4. Selected Alternative

4.1. Proposed Implementation of the Selected Alternative

OCSC proposes to proceed with the implementation of Alternative 1-Phase I to include the following principle components:

- Pump station with duplex 180 gpm pumps located at the SCDOT Welcome Center and incorporating the existing SCDOT WWTP influent comminutor and aerated equalization basin.
- Approximately 7,320 lf of 6" diameter force main extending from the SCDOT Welcome Center to Broomway Road.
- Pump station with duplex 500 gpm pumps located off Broomway Road to receive flow from the SCDOT Welcome Center and providing capacity for future flows from Waters Edge and Exit 4.
- Approximately 5100 lf of 8" force main extending from Broomway pump station to SC Highway 182.
- Approximately 7180 lf of 10" gravity sewer extending from SC Highway 182 along Cleveland Creek to the proposed WWTP site off SC Highway 59.
- New 250,000 gpd wastewater treatment plant employing located adjacent to the Oconee County off SC Highway 59 with a discharge to Cleveland Creek.

4.2. Financial Considerations

The probable construction cost for the selected alternative as previously presented in Section 3.3 is approximately \$5,840,600. SCDOT has agreed to reimburse Oconee County \$3,095,000 to assist with this project. Oconee County has committed to fund the remaining \$2,745,600 in initial capital cost for the proposed construction to promote industrial and economic development.

The annual operation and maintenance cost for the initial ten (10) years of operation is projected to be approximately \$367,000/year based upon an average flow of 150,000 gpd. Recovery of operation and maintenance cost alone with a user charge will require a minimum user charge of approximately \$6.70/1000 gallons. SCDOT has agreed to pay normal and customary charges for sewer services for the initial five (5) years of the project at a rate not to exceed \$5.00/1000 gallons.

At initial system startup, wastewater flows are likely to consist of the SCDOT Welcome Center plus development within the Oconee County industrial park. Depending upon the development of the industrial park, flow to the wastewater treatment plant is likely to be less than 40,000 gpd. This will require substantially higher user charges to recover the associated costs of operation and maintenance until an additional user base can be established. Expenses for operation and maintenance over revenues received from user charges are to be funded by the County.

4.3 Proposed Basis of Design

4.3.1 Gravity Sewers

The proposed gravity sewer line design is to be based upon SC DHEC Standards for Wastewater Facility Construction R-61-67 to include the following minimum requirements:

Pipe Material	Ductile iron pipe (Class 250 minimum) PVC Sewer Pipe, ASTM D3034, SDR 35 PVC Ribbed Pipe, ASTM F794
Pipe Size	8-inch diameter (minimum)
Cover Depth	Three (3) foot minimum cover unless justified by design with ductile iron pipe
Minimum Slope	Slope required to provide 2.0 fps velocity when flowing full based upon roughness coefficient "n" = 0.013
Peaking Factor	2.5 times average flow projection
Manholes	Minimum 4' diameter at all changes in alignment, pipe slope and pipe size Water tight covers at locations below 50 year flood elevation
Horizontal spacing from potable water lines	10' minimum edge to edge
Vertical spacing of potable water lines above top of sewer lines	18" minimum
Pipe alignment	All flexible pipe shall be tested by pulling go/no-go gauge through pipe with maximum allowed deflection < 5% of inside diameter per ASTM D3034
Pipe water tightness	Air Testing per ASTM C-828 or Infiltration if below ground water level not to exceed 200 gpd/inch diameter mile
Manhole water tightness	Vacuum testing @ 10" Hg with < 1" Hg drop per 1 minute Alternate Exfiltration testing with maximum 1" water loss over 5 minutes on 6-8' deep manhole plus 1/8" for every vertical foot over 8'

4.3.2 Force Mains

The proposed force mains are to be based upon SC DHEC Standards for Wastewater Facility Construction R.61-67 to include the following minimum requirements:

Force Main - Welcome Center to Broomway Pump Station

- 6" dia. (existing)
- Velocity @ 180 gpm = 2.0 fps
- Headloss @ C 120 = 0.593'/100 ft
- Velocity @ 285 gpm = 3.23 fps (Future)
- Headloss @ C 120 = 0.849'/100' (Future)
- Shut off valve in force main and each side of bridge over Lake Hartwell
- Thrust block or restrained joints for alignment changes > 30 degrees
- Automatic air/vacuum relief at high points

Force Main Broomway to Hwy 182

- 8" dia. (existing)
- Velocity @ 500 gpm = 3.2 fps
- Headloss @ C 120 = 0.593'/100 ft
- Shut off valve in force main
- Thrust block or restrained joints for alignment changes > 30 degrees
- Automatic air/vacuum relief at high points

4.3.2 Pump Stations

The proposed pump stations are to be based upon SC DHEC Standards for Wastewater Facility Construction R.61-67 to include the following minimum requirements:

Welcome Center Pump Station

- Peaking Factor = 2.5
- 2 sets of series pumps
- Vacuum primed or self-priming
- 180 gpm @ 154' TDH/ea set (Startup)
- 285 gpm @ 196' TDH/ea set (Future)
- Motors - 10 Hp, 460 v, 3 phase
- - 15 Hp, 460 v, 3 phase (Future)
- Motor speed - 1750 rpm (maximum)
- 2" dia. solids handling capability
- Isolation valves for each pump set
- Check valve w/ each pump set
- Surge relief valve for system
- Minimum cycle time = 6 minutes
- Automatic alternation of lead/lag pump set
- Pressure controlled delay start on start of second

Brookway Drive Pump Station

- series pump motor
- Wet Well - 6' Dia
- Peaking Factor = Incoming force main peak flow + 2.5 x other flows
- 2 sets of series pumps
- Vacuum primed or self-priming
- 500 gpm @ 147' TDH/ea set
- Motors - 15 Hp, 460 v, 3 phase
- Motor speed - 1750 rpm (maximum)
- 3" dia. solids handling capability
- Isolation valves for each pump set
- Check valve w/ each pump set
- Surge relief valve for system
- Minimum cycle time = 6 minutes
- Automatic alternation of lead/lag pump set
- Pressure controlled delay shut on start of second series pump motor
- Wet Well - 8' Dia

4.3.3 Wastewater Treatment Plant

The basis of design for the proposed wastewater treatment plant is to be based upon the speculative discharge limits provided in Section 3.1.1 and the following minimum requirements:

Influent Wastewater Characterization

- Flow 250,000 gpd (950,000 gpd future)
- BOD₅ 220 mg/l
- TSS 200 mg/l
- Total Nitrogen 40 mg/l
- Total Phosphorus 10 mg/l
- Temperature ≥ 50 & ≤ 70 degree F

Influent Pump Station

- Wet Well Sized for future flow of 0.95 mgd
- Pumps 2 ea @ 500 gpm (Variable Speed) w/ space for future pumps

Headworks

- Influent Screens Mechanical fine screen with 3 mm opening with manually cleaned screen with 1/4" opening as backup
- Grit Removal Removal of 180-mesh (0.15 mm dia)
- Reject Pond 0.75 million gallon storage minimum (3 days storage @ 0.25 mgd) for emergency influent storage or off-spec effluent. Pond is to be lined with floating aerators for aeration/mixing.

Membrane Bioreactor Treatment System

(Preliminary Design)

• Anaerobic Basin	2 ea. Basins @ 13,600 gallons (2.6 hr detention)
• Anoxic Basin	2 ea. Basins @ 13,600 gallons (2.6 hr detention)
• Membrane Bioreactor	2 ea. Basins @ 18,500 gallons (3.55 hr. detention)
• Blower Capacity	To be determined
• Recycle Pump Capacity	$3.5 \times Q$
• Membranes Flux	13.1 gal/d-ft ² -day
• Membrane Area Per Cartridge	8.6 ft ² /Cart
• Membrane Cartridges Req'd	2219 (1110 per basin) minimum
• Sludge Yield	0.4 lbs VSS/lb BOD applied
• SRT in MBR	> 30 days
• F/M	< 0.1
• MLSS	14,400 mg/l (1.44%)
• Oxygen Required for BOD	0.5 lbs O ₂ / lb UBOD applied
• Oxygen Required for Nitrification	4.6 lbs O ₂ / lb Net Nitrogen Load
• Cleaning Air Req'd for Membranes	0.35 SCFM / Cartridge (777 scfm total)
• Mixing Air Req'd	0.015 SCFM/g ³
• Chemical Addition for P Removal	Liquid Alum (48.5%) @ Design Al:P ratio of 2:1

Sludge Holding Basin

• Waste Sludge @ 250,000 gpd	1425 gal @ 2% solids
• Sludge Storage Tank Volume	42,750 gallons (minimum)
• Mixing/Aeration	Diffused aeration (0.03 SCFM/ft ³ Minimum)

Ultraviolet Disinfection

• Minimum UV Transmittance @ 253.7 nm	65%
• UV Banks	2 (1 duty and 1 standby)
• Design Flow	0.5 mgd pos. flow (2.0 Peaking Factor)

Effluent Monitoring

• Flow	Parshall flume or V-notch weir
• Effluent Sampler	Flow proportional
• Reaeration	Diffuser in effluent chamber or step aeration

4. Environmental Evaluations

A request for an evaluation of environmental effects for the project has been submitted to DHEC and is pending response from the applicable agencies.

It is the intent of the Oconee County Sewer Commission to avoid any significant impact, directly or indirectly on sensitive environment areas to include:

- Endangered species
- Flood plains
- Historical/archaeological sites
- Important farmlands
- National natural landmarks
- Special coastal resources
- Wetlands
- Wild and scenic rivers

5. Proposed Project Schedule

The proposed project schedule is included as Figure 7 on the following page. This schedule is based upon the following key dates:

- Approval of Preliminary Engineering Report and release for design October 1, 2006
- Submittal of NPDES Permit Application December, 2006
- Submittal of Plans and Specifications for DHEC Approval June, 2007
- Approval of Plans and Specifications & NPDES Permit September, 2007
- Approval of Construction Contract & Notice to Proceed January, 2008
- Complete Construction May, 2009
- Plant Startup and Begin Operation June, 2009

Figure No. 7. Proposed Southern Oconee County WWTP Project Schedule
 Alternative 1 - Phase 1 Design & Construction

TASK	06			07			08			09								
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
PHASE II - DESIGN																		
1 SC DHEC Approval of PER	X																	
2 Determination of Hazardous/Endangerous Spec																		
3 Verification of Wetland by DOE																		
4 Field Surveys																		
5 Preparation of Plans & Specifications																		
6 DCDOSC Review																		
7 SC DHEC Review & Approval of Design																		
8 Complete & Submit NPDES Permit Appl.																		
9 SC DHEC NPDES Review & Approval																		
10 Prepare Construction Documents																		
11 Advertise & Bid Const. Contract																		
12 Construction Contract Approval & Award																		

TASK	08			09			10			11								
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
PHASE III - CONSTRUCTION																		
1 Preconst. Mtg																		
2 Construction																		
3 Check-out and DHEC Permit to Operate																		
4 Place System into Operation																		

APPENDIX

- A. SCDOT and Oconee County Agreement
- B. Probable Construction and Present Worth Cost Estimates
- C. DHEC Letter of March 16, 2004; Re: Propose Beaverdam Creek WWTP - Wasteload Allocation
- D. Department of Army Letter of March 28, 2006; Re: Lake Hartwell WWTP Site

APPENDIX A

STATE OF SOUTH CAROLINA

AGREEMENT

COUNTY OF OCONEE

COMES NOW Oconee County, a body politic of the State of South Carolina acting through the Oconee County Sewer Commission and the South Carolina Department of Transportation, a department of the State of South Carolina and for the consideration recited herein, agree as follows:

1. The South Carolina Department of Transportation (hereinafter SCDOT) currently operates a wastewater treatment plant (WWTP) for sewage generated at the South Carolina Welcome Center located at the intersection of I-85 and Highway 11. Said wastewater treatment plant discharges into Lake Hartwell. Oconee County, through the Oconee County Sewer Commission (OCSO), agrees to use its best efforts to construct a wastewater treatment plant and the associated sewage transportation system, including piping and lift stations that will serve to accept and treat the sewage discharged from the SCDOT Welcome Center, as well as from other sources.

2. Oconee County and the Oconee County Sewer Commission shall have no ownership interest or responsibility towards the existing SCDOT treatment plant and sewer lines, other than including all work necessary for closing the existing plant and all work necessary to connect the Welcome Center to the new wastewater treatment facility. Under SCDHEC regulations, the SCDOT will be responsible for any necessary cleanup or remediation of the existing plant.

3. Estimated cost for preliminary engineering, right of way acquisition, and construction of the plant and associated transportation system, as well as closure of the existing package plant located at the Welcome Center is \$3,095,000, as outlined in Attachment A. The SCDOT agrees to reimburse Oconee County a maximum of \$3,095,000 to assist with the project.

4. Oconee County and the Oconee County Sewer Commission agree to use the funds provided by the SCDOT for this project for the design and engineering of the project, the acquisition of land and/or right of ways for the project, and for the construction of the wastewater treatment plant and collector lines, and closure of the existing package plant located at the Welcome Center.

5. The estimated schedule of reimbursement is \$0.5 Million in the 2004/2005 fiscal year and \$2.595 Million in 2005/2006 fiscal year. Reimbursements by the SCDOT will be in response to actual documented expenditures incurred by the County as estimated on Attachment B-Cost Breakdown and Schedule of Expenditures dated October 4, 2004. Reimbursement requests will not exceed one per month.

6. Initial work by Oconee County and Oconee Sewer Commission shall be limited to necessary preliminary engineering required to complete the environmental document and obtain required permits and shall not exceed \$32,000.00. The project shall

proceed in three phases: (1) Permit application; (2) Design; and (3) Construction. SCDOT shall approve each phase of the work. Oconee County and the Oconee County Sewer Commission shall submit to DOT a request for approval at the completion of each phase. SCDOT shall have three (3) business days to approve or disapprove each phase of the work. If SCDOT does not approve or disapprove the completed work within three (3) business days of the request for approval, the completed work shall be deemed approved.

7. Oconee County shall certify that procurement was in accordance with appropriate state and federal regulations, including any consultant agreements. Oconee County shall follow the procurement procedures set forth in Oconee County Ordinance 2002-12. Oconee County considers said Ordinance to meet the minimum requirements of the State and Federal procurement regulations.

8. Oconee County shall work with the SCDOT to complete and obtain SCDOT approval of the Environmental Document in accordance with Federal requirements.

9. The SCDOT agrees to use its best efforts to assist Oconee County in obtaining a discharge permit from the South Carolina Department of Health and Environmental Control. SCDOT agrees to retain their current discharge permit and assigns its rights to the permit to Oconee County and the Oconee County Sewer Commission.

10. In the event that the discharge permit from the South Carolina Department of Health and Environmental Control includes restrictions that make construction and/or operation of a wastewater treatment plant economically impractical, or preliminary plans show that the cost of the project will exceed the SCDOT Grant, Oconee County shall have the right to terminate this agreement.

11. Oconee County shall obtain SCDOT approval prior to initiating right of way acquisition and also certify that all right of way necessary for construction of the project is acquired in accordance with state and federal regulations. All rights of way shall be acquired in accordance with the policies and procedures of the Oconee County Sewer Commission.

12. Oconee County shall notify the SCDOT of the proposed method of contract procurement and obtain approval of final plans and specifications for the SCDOT prior to advertisement for bids. SCDOT shall have three (3) business days to approve or disapprove the contract and procurement documents. If SCDOT does not approve or disapprove the documents within three (3) business days of the request for approval, the documents shall be deemed approved.

13. SCDOT does agree to cooperate with Oconee County in providing the necessary encroachment permits for installation of lines within existing roadway rights of way and for attachment to bridges within the project area.

14. Oconee County agrees to retain all records dealing with this project for three (3) years after completion and acceptance of project and final audit, and such records will be made available to the SCDOT or SCDOT representative for audit and review upon request.

15. The portion of the project funded by SCDOT will be for the purpose of meeting both the present and the projected future wastewater treatment needs of the SCDOT Welcome Center.

16. Notwithstanding any provisions to the contrary, neither party shall be in default under this agreement and each party's performance of such obligation or obligations shall be excused and extended if and to the extent that any failure or delay in such parties' performance of one or more of its obligations under this agreement is caused by any of the following conditions if delay is beyond a 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, regulation, order, rule, regulation, direction, action or request of any local, state or federal government entity or Court, national emergencies, insurrections, riots, or any other condition or circumstances beyond the 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 succession of termination of said event, and the party claiming the relief shall exercise reasonable efforts to minimize the time of such delay.

17. Both parties shall use due diligence in exercising their responsibilities under this agreement.

18. Oconee County and the Oconee County Sewer Commission agree to be responsible for managing this project completely and agree to inform the SCDOT of its progress. SCDOT reserves the right to inspect and audit the process and progress of the project.

19. The County acknowledges that time is of the essence in proceeding with the project due to compliance issues and schedules imposed by the SCDMEC on the existing Welcome Center WWTP. Every effort will be made by the County to expedite the planning, design and construction of this project to relieve SCDOT of the need to upgrade the existing plant.

20. Upon completion of the wastewater treatment plant and the collector lines by the County, the SCDOT agrees to discharge all of the sewage from the above referenced Welcome Center into the new County sewer lines in accordance with SCDHEC regulations and Oconee County Sewer Ordinance and Oconee County Sewer policies and procedures.

21. SCDOT agrees to pay normal and customary charges for sewer service upon completion. For the first five years, this charge will not exceed \$5 per 1,000

gallons. Cost analysis for the charges will be based on operation, maintenance and depreciation only, and will not include capital equipment.

22. Oconee County through the OCSC agrees to provide up to 75,000 gpd of capacity in the new sewage collection system and WWTP without additional impact fees to the SCDOT.

23. The SCDOT agrees to not install an RV dump station at the Welcome Center site without the permission of the OCSC. An RV dump station would significantly change the characteristics of the wastewater coming from the Welcome Center and potentially be toxic to the WWTP.

Approved by Council this 17th DATE May 2005

SC Department of Transportation:



Witness:



County of Oconee:



Witness:



SCDOT I-85 Welcome Center Sewer System Cost Breakdown and Schedule of Expenditures

Oconee County, SC
March 23, 2005

Budget Category	Description	Cost	Start Date	Completion Date
Land	• Land acquisition	\$200,000	Oct-04	Feb-06
	• Easements	\$25,000	Jan-05	Jun-06
	• Land related legal costs	\$5,000	Oct-04	Jun-06
Engineering	• Site assessment and environmental report	\$5,000	Oct-04	Dec-05
	• Preliminary engineering report	\$32,000	April -05	Jan-06
	• Engineering design, permitting	\$203,000	Jan-06	Jun-06
Construction*	• Equipment, installation and construction of facilities	\$1,625,000	Oct-06	Jun-07
Total		\$3,095,000	Oct-04	Jun-07

*If the project is terminated due to a permitting, political or funding issue, this would occur prior to the construction phase of the project. Therefore, construction monies would not have been committed.

APPENDIX B

TABLE A.1 WASTEWATER FLOW PROJECTIONS FOR SOUTHERN OCONEE COUNTY

	Flow		Peak Factor	Peak Flow Capacity
Welcome Center Capacity Commitment (Use existing 10,000 GPD LG)	75,000 GPD	82 GPM	2.5	130 gpm
Oconee Resort Estimated Flow per GSA	28,000 GPD	62 GPM	2.5	155 gpm
Highway 11 Area Frontage @ 4000 LF x 300' 2000 GPD/AC & 25% Dev. Interchange Development	13,880 GPD	10 GPM	2.5	24 gpm
Water's Edge Frontage @ 1300 LF x 300' 2000 GPD/AC & 25% Dev. Interchange Development @ 50 Ac, 2000 GPD/AC & 25%	44,000 GPD 25,000 GPD 69,000	31 GPM 17 GPM	2.5 2.5	78 43 121 gpm
Hwy 69 Development Frontage @ 4000 LF x 300' 2000 GPD/AC & 25% Dev. Interchange Development @ 50 Ac, 2000 GPD/AC & 25%	13,800 GPD 25,000 38,800	10 GPM 17 GPM	2.5 2.5	24 43 67
Exit 4 Development Frontage @ 4000 LF x 300' 2000 GPD/AC & 25% Dev. Interchange Development @ 50 Ac, 2000 GPD/AC & 25%	13,800 GPD 25,000 38,800	10 GPM 17 GPM	2.5 2.5	24 43 67
			Sub Total	487 gpm
Chickasaw Point Residences - 140 @ 400 GPD w/ LG available	175,000 GPD	122 GPM	1.5 w/ LG	180 gpm
Fairwood Hills Sewer Service Current flow of 60,000 GPD w/ 3% growth over 20 years	108,000 GPD	75 GPM	2.5	188 gpm
Little Chocoma Population @ 77.7 people/SM, Pop. = 832 people Estimate 1558 people by 2022 @ 80 GPD/acre	83,500 GPD	65 GPM	2.5	192 gpm
Cleveland Creek Node F1 - 70.7 people/SM, 83 people in 2022 @ 80 GPD/acre Node F2 - 70.7 people/SM, 84 people in 2022 @ 60 GPD/acre Node F3 - 70.7 people/SM, 410 people in 2022 @ 60 GPD/acre	5,600 GPD 5,000 GPD 28,200 GPD 38,800	4 GPM 3 GPM 20 GPM	2.5 2.5 2.5	10 9 45 67 gpm
Industrial Park 280 Acres @ 2500 GPD/AC & 25%	13,000 GPD 37,100 GPD 605 GPM Average	33 GPM	2.5	238 1391 gpm
Swawardant Creek 2.81 SM x 70.7 people/SM x 1.75 (Yr 2022) x 80 GPM/acre	18370 GPD	13	2.5	24 gpm
Mud Creek 3.11 SM x 70.7 people/SM x 1.75 (Yr 2022) x 60 GPM/acre	25067 GPD	18	2.5	40 gpm
Snow Creek 7.43 SM x 70.7 people/SM x 1.75 (Yr 2022) x 80 GPM/acre	55157 GPD	38	2.5	85 gpm

**TABLE B.1. ESTIMATE OF PROBABLE CONSTRUCTION COST ALTERNATIVE 1 - PHASE 1
CONVEYANCE AND REGIONAL TREATMENT AT THE OCOREE COUNTY INDUSTRIAL PARK**

ITEM DESCRIPTION	Q	UNITS	UNIT \$	TOTAL \$
SECTION A - Welcome Center Pump Station & Conveyance to Groomway PS				
New Wet Well (6' Dia x 18' Deep)	1	ea	\$ 8,000	\$ 8,000
Pump Station (180 gpm @ 154' TDH)	1	ea	\$ 119,700	\$ 119,700
Emergency Generator @ WC Pump Station	1	ea	\$ 75,000	\$ 75,000
Surge Control Valve	1	ea	\$ 8,750	\$ 8,000
Surge Control Valve Box	1	ea	\$ 5,000	\$ 5,000
Pump Station Site Work & Access Road Improvements	1	Budget	\$ 10,000	\$ 10,000
8" FM Box: Plug Valve	1	ea	\$ 2,000	\$ 2,000
6" DIP Force Main (@ 45' Depth)	1320	lf	\$ 16	\$ 180,360
Force Main Attachment to Bridge	680	lf	\$ 100	\$ 68,000
Jack & Bore - Interstate	220	lf	\$ 200	\$ 44,000
Jack & Bore - Access Roads & Hwy 11	240	lf	\$ 150	\$ 36,000
Cut & Replace Asphalt Gutter	6	lf	\$ 18	\$ 100
Air Relief Valve & MH	2	ea	\$ 6,000	\$ 12,000
Creek Crossing	1	ea	\$ 5,000	\$ 5,000
Clearing	1	ec	\$ 2,500	\$ 2,500
Isolation Valves at Bridges	2	ea	\$ 1,250	\$ 2,500
Rock (Assume 0.1 CY/1F)	664	cy	\$ 70	\$ 46,280
Order Control Chemical Addition System	1	ea	\$ 30,000	\$ 30,000
Closeout Existing Welcome Center WWTP	1	ls	\$ 20,000	\$ 20,000
Site Work (Rearrange Existing fencing access road)	1	Budget	\$ 10,000	\$ 10,000
Electrical	1	Budget	\$ 20,000	\$ 20,000
Silt fence	2320	lf	\$ 5	\$ 11,600
Construction Entrances	5	ea	\$ 3,000	\$ 15,000
Mobilization @ 3.5%	1	ls		\$ 28,800
Contingency (5%)	1	ls		\$ 39,600
Total Section A				\$ 831,460
SECTION B - Groomway PS & Conveyance to Industrial Park				
New Wet Well (6' Dia x 18' Deep)	1	ea	\$ 8,000	\$ 8,000
Pump Station (500 gpm @ 150' TDH)	1	ea	\$ 133,000	\$ 133,000
Surge Control Valve	1	ea	\$ 9,750	\$ 9,000
Surge Control Valve Box	1	ea	\$ 5,000	\$ 5,000
Emergency Generator @ WC Pump Station	1	ea	\$ 75,000	\$ 75,000
8" FM Box: Plug Valve	1	ea	\$ 1,500	\$ 1,500
6" DIP Force Main (@ 45' Depth) along Merod Canal Rd	5700	lf	\$ 32	\$ 183,200
Jack & Bore - Hwy 182	30	lf	\$ 150	\$ 4,500
Rock (Assume 0.1 CY/1F)	510	cy	\$ 70	\$ 35,700
10" PVC Gravity Sewer	2180	lf	\$ 55	\$ 120,000
4" Dia. Well @ 250 ft. dia	20	ea	\$ 1,600	\$ 32,000
Jack & Bore - Hwy 59	60	lf	\$ 150	\$ 9,000
Air Relief Valve & MH	0	ea	\$ 3,000	\$ -
Clear & Grub RW	7	As	\$ 2,000	\$ 14,000
Rock (Assume 0.3 CY/1F)	2154	cy	\$ 70	\$ 150,800
Pump Station Site Work & Access Road Improvements	1	Budget	\$ 20,000	\$ 20,000
Electrical	1	Budget	\$ 25,000	\$ 25,000
Mobilization @ 3.5%	1	ls		\$ 30,700
Contingency (5%)				\$ 17,200
Total Section B				\$ 1,202,000
Subtotal Pump Stations & Conveyance Construction Cost:				\$ 2,033,460

TABLE B.1. ESTIMATE OF PROBABLE CONSTRUCTION COST ALTERNATIVE 1 - PHASE 1
 CONVEYANCE AND REGIONAL TREATMENT AT THE OCONEE COUNTY INDUSTRIAL PARK

ITEM DESCRIPTION	#	UNITS	UNIT \$	TOTAL \$	
Subtotal Pump Stations & Conveyance Construction Cost:					\$ 2,033,400
PHASE 1 WWTP @ INDUSTRIAL SITE					
INFLUENT P5 @ WWTP (1400 GPM @ 45' TDH)	1	ea	\$ 146,300	\$ 146,300	
Wet Well - 10' Dia	1	ea	\$ 20,000	\$ 20,000	
MBR WWTP @ 0.25 MGD Inc. Generator & EQ	250000	ea	\$ 10	\$ 2,500,000	
Site Work - Access road	1	Budget	\$ 20,000	\$ 20,000	
Mobilization @ 0.5%	1	ea		\$ 139,000	
Contingency (5%)				\$ 2,010,300	\$ 2,010,300
Subtotal WWTP Construction Cost:					\$ 4,952,700
Subtotal Pump Stations, Conveyance & WWTP Cost:					\$ 6,986,100
Engineering Costs					
Design Phase Engineering @ 10%				\$ 495,300	
Construction Administration/Observation Engr. @ 5%				\$ 247,650	
Owner Costs					
Legal, Appraisal & Owner Administration Fees @ 2.75%				\$ 138,200	
Right-of-way - Force Main	800	ft	\$ 2	\$ 1,600	
Right-of-way - Gravity Sewer	7200	ft	\$ 1	\$ 7,200	
Subtotal Engineering & Owner Costs:				\$ 887,000	\$ 887,000
				Subtotal:	\$ 5,840,600
Grand Total Alternative 1 - Phase 1 Cost:					\$ 5,840,600

**TABLE B.1. ESTIMATE OF PROBABLE CONSTRUCTION COST ALTERNATIVE 1 - PHASE 2
CONVEYANCE AND REGIONAL TREATMENT AT THE DCONEE COUNTY INDUSTRIAL PARK**

ITEM DESCRIPTION	n	UNITS	UNIT \$	TOTAL \$
WWTP UPGRADE TO 950,000 GPD @ YEAR 2016				
MBR WWTP - 0.70 MGD EXPANSION	700000	gallons	\$ 10	\$ 7,000,000
Mobilization @ 3.5%		hr		\$ 245,000
Contingency (5%)				\$ 362,300
Total WWTP Cost				
Subtotal WWTP Construction Cost:				\$ 7,607,300
Engineering Costs				\$ 7,607,300
Design Phase Engineering @ 10%				\$ 760,700
Construction Administration/Observation Engr. @ 5%				\$ 380,400
Owner Costs				
Owner Administration Fees @ 2.75%				\$ 209,200
Subtotal Engineering & Owner Costs:				\$ 1,350,300
				Subtotal: \$ 6,957,600
Grand Total Alternative 1 Phase 2 Cost For WWTP Expansion in Year 10:				\$ 6,957,600
Total Alternative 1 Phase 1 Cost:				\$ 5,840,500
Grand Total Alternative 1 - Phase 1 & 2:				\$ 12,798,200

TABLE B.2. PRESENT WORTH COST EVALUATION FOR ALTERNATIVE 1 (Page 1 of 3)

ITEM	DESCRIPTION	ANNUAL OPERATION HRS/YR	ANNUAL POWER COST	ANNUAL OPERATION COST	ANNUAL MAINTENANCE COST	TOTAL ESTIMATED O & M COST
PRESENT WORTH O&M OVER FIRST 10 YEARS @ 0 AVERAGE @ WWTP = 150,000 GPD						
Wescom Center PG	18.1 gpm @ 154' TDH w/ Series 10 Hp motor @ air average flow of 10,000 gpd Clear Chemicals @ \$20/day 6520 if along Race RW 300 if along Private RW 500 gpm @ 150' TDH w/ Series 15 Hp motor @ air average flow of 100,000 gpd 5' 00" if along Hwy RW 7' 80" if along Private RW 1' 00" if -T- & Clean	1680 \$	2,652 \$	12,000 \$	3,884 \$	18,526
Wescom Center PG	Clear Chemicals @ \$20/day			7,100 \$		7,100
Force Main to Broadway PS	300 if along Private RW 500 gpm @ 150' TDH w/ Series 15 Hp motor @ air average flow of 100,000 gpd 5' 00" if along Hwy RW 7' 80" if along Private RW 1' 00" if -T- & Clean	1217 \$	2,658 \$	12,000 \$	4,168 \$	19,018
Force Main to Hwy 102	5' 00" if along Hwy RW 7' 80" if along Private RW 1' 00" if -T- & Clean				1,275 \$ 3,500 \$ 8,975 \$	1,275 3,500 8,975
Grav. Sewer to Industrial Park	8 Friday x 2 day/week + 24 hr/mo maint			72,800 \$	7,200 \$	80,000
WWTP	47 hrs for 250,000 gal plant 12 total hrs @ 8 hr/day, 70% Eff. @ 50,000 gal/hr 24 hrs/yr	6760 \$ 2920 \$ 8700 \$	30,702 \$ 1,829 \$ 21,024 \$			30,702 1,829 21,024
Operation & Maintenance	Average \$300/yr for 285,000 gal plant Alum for P. removal @ 1.00 @ \$33.1/lb Oxide Acid @ 1.00 @ \$11.00/lb for Maintenance Cleaning Lime @ 1.00 @ \$4.00/lb @ 5 year life 140.5 hrs/day @ 2% Solids @ 1,240 gal/hr transport @ total @ based on 150,000 gal Average Q			6,200 \$ 300 \$ 5,180 \$ 616,921 \$	5,000 \$	6,000 6,200 300 5,180 616,921
Power Costs						
Mechanical Replacement						
Chemical Cost						
UV Lamp & Ballast Replacement Cost						
Sludge Transportation to Donorss						
Contract Laboratory Analysis						
Contract Laboratory Analysis						
Total Annual O&M Cost						\$ 366,969

Basis of O&M Cost Projections

1. Pumping costs are based upon projected average flows over 10 year period serving Westside Center, Hwy 11 Area, Cleveland Creek Area and Industrial Park
2. Power costs for Pump Stations is based upon \$0.16 per kWh with TDH average pump motor efficiency
3. Power cost for WWTP is based on \$0.10 kWh with 70% average motor efficiency
4. Force main & gravity sewer line annual maintenance is based upon \$0.001/ft-year for installing and inspection of line RW & \$0.05/ft-year for line in road RW.
5. Gravity sewer annual maintenance assumed televisor, one cleaning of an average of 2.5% of the line per year @ \$50.
6. Pump station maintenance assumed 8 hours per week routine O&M plus 16 hour per quarter or 480 hours per year @ \$2.5/hr.
7. Pump station maintenance costs for belts and materials assumed 1% of mechanical equipment cost per year for belt or day pumps

TABLE B.2. PRESENT WORTH COST EVALUATION FOR ALTERNATIVE 1 (Page 2 of 3)

ITEM	DESCRIPTION	ANNUAL OPERATION HRS/YR	ANNUAL POWER COST	ANNUAL OPERATION COST	ANNUAL MAINTENANCE COST	TOTAL ESTIMATED O & M COST
PRESENT WORTH O&M YEAR 11-20 @ Q AVERAGE = \$600,000 GPD						
WELCOME CENTER PS	11" gpm @ 154' TDH w/ Series 10 Hg motors @ an average flow of 100,000 gpd	4561	\$	\$ 5,463	\$	\$ 5,463
WELCOME CENTER PS	COOLING CHEMICALS @ 320MAY			\$ 7,300		\$ 7,300
FORCE MAIN TO DRAINWAY AS	600 II along Private ROW			\$ 400		\$ 400
DRAINWAY PS	600 II along Private ROW	1825	\$	\$ 4,287	\$ 1,160	\$ 5,447
FORCE MAIN TO HAY 182	500 gpm @ 157 TDH w/ Series 15 Hg motors @ an average flow of 150,000 gpd			\$	\$ 1,275	\$ 1,275
GRAVITY SEWER TO INDUSTRIAL MAIN	5000 IF along Private ROW			\$	\$ 3,590	\$ 3,590
WWTTP	7160 IF along Private ROW			\$	\$ 8,975	\$ 8,975
CONSTRUCTION MAINTENANCE POWER COSTS	7180 IF - TV & Clean			\$	\$	\$
MEMBRANE REPLACEMENT CHEMICAL COST	16 Hrs/day @ 7.000 M3/hr = 72 million gallons			\$	\$ 21,600	\$ 21,600
UV LAMP & VALVES REPLACEMENT COST SUBSTITUTION TO CANALS	200 BHP for 5.95 GPM plant (SEW 150 GPH @ 0.5 MPD) 12.5 HP @ 12 Hrs/day 10% @ 1.650 - 10 Hrs/day 72 Hrs/day	9763	\$	\$ 97,985	\$	\$ 97,985
CONTRACT LABORATORY ANALYSIS	Average \$12,000/yr for 0.5 misc Ave @ Alum for P removal @ 22.5 gpm @ \$0.5/liter Oxid. Acid and Sulfuric H2O for Membrane Cleaning Lamp @ 12000 hr life & Ballast @ 11 year life 572 Hrs/day @ 2% Sulfuric @ 0.240 gallon transfer & treat (based on 800,000 gpd, Average 3)	2850	\$	\$ 3,029	\$	\$ 3,029
	Budget	9760	\$	\$ 103,014	\$	\$ 103,014
				\$	\$ 5,300	\$ 5,300
				\$	\$ 18,400	\$ 18,400
				\$	\$ 300	\$ 300
				\$	\$ 15,500	\$ 15,500
				\$	\$ 425,571	\$ 425,571
				\$	\$ 50,000	\$ 50,000
Total Annual O&M Cost					\$	\$ 910,271

Notes of O&M Cost Projections

1. Pumping costs are based upon projected average flows over 20 year period serving Welcome Center - Hay 11 Area - Cleveland Green Area and Industrial Park
2. Power costs for Pump stations is based upon \$0.05/kwh with 70% average pump motor efficiency
3. Power cost for WWTTP is based on \$0.10/kwh w/ 70% average motor efficiency
4. Force main & gravity sewer line annual maintenance is based upon \$0.50/ft-year for mowing and inspection of hds ROW & \$0.25/ft-year for hds in-lined ROW
5. Gravity sewer annual maintenance assumed to include man cleaning at an average of 25% of the line per year @ \$5/ft
6. Pump station maintenance assumed \$5/line per week pumps (M&P plus 10% for air transfer or 180 hours per year @ \$25/hour
7. Pump station maintenance costs for valves and materials assumed 2% of mechanical equipment cost per year for new pumps

TABLE B.2. PRESENT WORTH COST EVALUATION FOR ALTERNATIVE 1 (Page 3 of 3)

	4.300%	20 years	30 years	40 years	50 years	60 years	70 years	80 years	90 years	100 years
Phase 1 - Phase 1 Const										
Phase 2 - Phase 2 Const										
Salvage Value Phase 1 Structures, GS & P&I (20 years of 50 - 100) =										
Salvage Value Phase 1 Mechanical Equip (20 years of 10 - 20)										
Salvage Value Phase 2 Structures 10 Years at 50 - 100										
Salvage Value Phase 2 Mechanical Equip. Added at 70 - 10 (10 years of 20 year life)										
Present Worth Phase 1 Capital Cost =										
Present Worth Phase 2 Capital Cost With Expansion (10 years)										
Present Worth O & M Cost Phase 1 (Years 10 - 10)										
Present Worth O & M Cost Phase 2 (Years 10 - 20)										
Present Worth Salvage Value Conveyance Structures, GS & P&I Phase 1										
Present Worth Salvage Value Conveyance & M&WTP Mech. Equip. Phase 1										
Present Worth Salvage Value Conveyance Structures, GS & P&I Phase 2										
Present Worth Salvage Value Conveyance & M&WTP Mech. Equip. Phase 2										
Total Alternative 1 Present Worth Cost =										

**TABLE B.3. ESTIMATE OF PROBABLE CONSTRUCTION COST ALTERNATIVE 2
CONVEYANCE TO CONERROSS WWTP FOR TREATMENT**

TEXT DESCRIPTION	#	UNITS	UNIT \$	TOTAL \$
CONST. COST PUMPING FROM I-85 WELCOME CENTER TO IND. PK - ALTERNATIVE 1				\$ 2,033,400
A. Industrial Site PS & FM to Beaverdam Creek				
Pump Station (930 GPM @ 220' TDH)	1	duplex	\$ 133,000	\$ 133,000
Wet Well (10' Dia x 22')	1	con	\$ 20,000	\$ 20,000
12" Ecc. Plug Valve	1	con	\$ 2,500	\$ 2,500
Surge Control Valve	1	con	\$ 12,750	\$ 12,800
Surge Control Vault (8' x 8' x 6')	1	con	\$ 5,000	\$ 5,200
Control System @ Ind. Park	1	con	\$ 20,000	\$ 20,000
Emergency Generator	1	con	\$ 100,000	\$ 100,000
12" Dia Det. Force Main along Hwy #59	11500	ft	\$ 44	\$ 506,000
Rock (Assume 0.1 CYL.F)	1150	cy	\$ 70	\$ 80,500
12" Gravity Sewer @ 1.5% Slope along Hwy #59	4500	ft	\$ 60	\$ 270,000
4 Manholes @ 250' cc	75	con	\$ 1,800	\$ 135,000
AV Relief Valve	1	con	\$ 6,000	\$ 6,000
Jack & Bore - (5 road crossings @ 40' ave)	200	ft	\$ 150	\$ 30,000
Creek Crossing	2	con	\$ 5,000	\$ 10,000
Rock (Assume 0.3 CYL.F)	1350	cy	\$ 70	\$ 94,500
Soil Force	1000	ft	\$ 6	\$ 6,000
Construction Embank	2	con	\$ 4,000	\$ 8,000
Pump Station Site Work & Access Rd	1	Budget	\$ 20,000	\$ 20,000
Electrical	1	Budget	\$ 20,000	\$ 20,000
Mobilization @ 3.5%	1	ts		\$ 47,700
5% Contingency				\$ 71,600
Subtotal				\$ 1,503,000
B. Beaverdam PS & FM to Mud Creek				
Pump Station (934 GPM @ 145' TDH)	1	duplex	\$ 133,000	\$ 133,000
Wet Well (10' Dia x 15')	1	con	\$ 12,000	\$ 12,000
12" Ecc. Plug Valve	1	con	\$ 2,500	\$ 2,500
Surge Control Valve	1	con	\$ 14,250	\$ 14,300
Surge Control Vault (8' x 8' x 6')	1	con	\$ 5,000	\$ 5,200
Control System (Dup this Station)				\$ -
Emergency Generator	1	con	\$ 100,000	\$ 100,000
12" Dia Det. Force Main along Hwy #59	5000	ft	\$ 44	\$ 220,000
Rock (Assume 0.1 CYL.F)	500	cy	\$ 70	\$ 35,000
12" Gravity Sewer @ 5/8 Slope along Hwy #59	3000	ft	\$ 60	\$ 180,000
4 Manholes @ 250' cc	75	con	\$ 1,800	\$ 135,000
Jack & Bore - (5 road crossings @ 40' ave)	200	ft	\$ 150	\$ 30,000
Creek Crossing	1	con	\$ 5,000	\$ 5,000
Rock (Assume 0.3 CYL.F)	300	cy	\$ 70	\$ 21,000
Pump Station Site Work & Access	1	ts	\$ 20,000	\$ 20,000
Electrical	1	Budget	\$ 20,000	\$ 20,000
Mobilization @ 3.5%	1	ts		\$ 26,000
5% Contingency				\$ 43,900
Subtotal				\$ 922,300

**TABLE B.3. ESTIMATE OF PROBABLE CONSTRUCTION COST ALTERNATIVE 2
CONVEYANCE TO CONERROSS WWTP FOR TREATMENT**

ITEM DESCRIPTION	#	UNITS	UNIT'S	TOTAL \$
C. Mud Creek PS & FM to Snow Creek				
Pump Station (874 GPM @ 135' TDH)	1	duplex	\$ 133,000	\$ 133,000
Wet Well (10' Dia x 15')	1	ea	\$ 12,000	\$ 12,000
12" Ecc. Plug Valve	1	ea	\$ 2,500	\$ 2,500
Surge Control Valve	1	ea	\$ 14,250	\$ 14,250
Surge Control Vault (8' x 8' x 6')	1	ea	\$ 5,000	\$ 5,000
Odor Control System	1	ea	\$ 30,000	\$ 30,000
Emergency Generator	1	ea	\$ 100,000	\$ 100,000
12" Dia D/P Force Main along Hwy #50	8200	lf	\$ 44	\$ 404,800
Rock (Assume 0.1 CY/lf)	820	cy	\$ 70	\$ 64,400
12" Gravity Sewer @ 1% Slope along Hwy #50	8200	lf	\$ 60	\$ 552,000
4 Manholes @ 250' oc	37	ea	\$ 1,800	\$ 88,600
Rock (Assume 0.3 CY/lf)	2760	cy	\$ 70	\$ 195,200
Jack & Bore - (4 road crossings @ 48' ave)	100	lf	\$ 150	\$ 24,300
Pump Station Site Work & Access	1	lc	\$ 20,000	\$ 20,000
Electrical	1	ls	\$ 20,000	\$ 20,000
Mobilization @ 3.5%	1	s		\$ 57,100
5% Contingency				\$ 78,000
Subtotal:				\$ 1,771,900
D. Snow Creek PS & FM to Conerross WWTP				
Pump Station (1072 GPM @ 190' TDH)	1	duplex	\$ 133,000	\$ 133,000
Wet Well (10' Dia x 15')	1	ea	\$ 12,000	\$ 12,000
12" Ecc. Plug Valve	1	ea	\$ 2,500	\$ 2,500
Surge Control Valve	1	ea	\$ 14,250	\$ 14,250
Surge Control Vault (8' x 8' x 6')	1	ea	\$ 5,000	\$ 5,000
Odor Control System - Skip This Station				\$ -
Emergency Generator	1	ea	\$ 100,000	\$ 100,000
12" Dia D/P FM along Hwy #50 & Crooks Farm Rd	13900	lf	\$ 44	\$ 607,200
Rock (Assume 0.1 CY/lf)	1390	cy	\$ 70	\$ 96,600
4" Relief Valves & MH	3	ea	\$ 6,000	\$ 18,000
Jack & Bore - (3 road crossings @ 40' ave)	120	lf	\$ 150	\$ 18,000
Pump Station Site Work & Access	1	lc	\$ 20,000	\$ 20,000
Electrical	1	lc	\$ 20,000	\$ 20,000
Mobilization @ 3.5%	1	s		\$ 5,600
5% Contingency	1	s		\$ 67,100
Subtotal:				\$ 1,138,600
Subtotal Construction Cost Pump Stations & Transportation:				\$ 7,367,200
Engineering Costs:				\$ 730,000
Design Phase Engineering @ 10%				\$ 308,000
Construction Administration/Observation Engr @ 5%				
Owner Costs:				\$ 202,900
Legal, Appraisal & Owner Administration Fees @ 2.75%				
Pump Station Property @ 0.5 Ac/PS Site # 3	1.5	ac	\$ 10,000	\$ 15,000
Subtotal Engineering & Owner Costs:				\$ 1,322,700
Subtotal Construction, Engineering & Owner Costs:				\$ 8,689,900
Grand Total 195-Welcome Center Transportation & Pumping Cost to Conerross WWTP:				\$ 9,008,000

TABLE B.4. PRESENT WORTH COST EVALUATION FOR ALTERNATIVE 2 (Page 1 of 3)

ITEM	DESCRIPTION	ANNUAL OPERATION HRS/HR	ANNUAL POWER COST	ANNUAL OPERATION COST	ANNUAL MAINTENANCE COST	TOTAL ESTIMATED O & M COST
PRESENT WORTH O&M OVER FIRST 13 YEARS @ Q AVERAGE @ 15% (WALD)						
WELCOME CENTER PS	141 gpm @ 154' TDH w Series 10-Ho meters @ 37' average flow of 50,000 gal	1680 Hrs	\$ 2,352	\$ 12,000	\$ 3,694	\$ 18,046
WELCOME CENTER PS	Color Control Chemicals @ 500/week		\$	\$ 7,200	\$ 1,630	\$ 8,830
WELCOME CENTER PS	800 ft of 10" HDPE pipe			\$	\$ 400	\$ 400
WELCOME CENTER PS	500 gpm @ 150' TDH w Series 15-Ho meters @ 37' average flow of 105,000 gal	1297 Hrs	\$ 3,056	\$ 21,000	\$ 4,180	\$ 28,236
WELCOME CENTER PS	5100 ft of 10" HDPE pipe			\$	\$ 1,275	\$ 1,275
WELCOME CENTER PS	7190 ft of 10" Private RW			\$	\$ 3,590	\$ 3,590
WELCOME CENTER PS	7185 ft of 10" Private RW			\$	\$ 3,470	\$ 3,470
WELCOME CENTER PS	1000 gpm @ 125' TDH w Series 20-Ho meters @ 150,000 gal	1905 Hrs	\$ 4,295	\$ 7,300	\$ 4,680	\$ 16,275
WELCOME CENTER PS	11,000 ft of 10" HDPE pipe			\$ 12,000	\$	\$ 12,000
WELCOME CENTER PS	14500 ft of 10" HDPE pipe			\$	\$ 2,875	\$ 2,875
WELCOME CENTER PS	4200 ft of 8" on Rd RW - Inspect			\$	\$ 1,200	\$ 1,200
WELCOME CENTER PS	4200 ft of 8" on Rd RW - Inspect			\$	\$ 1,200	\$ 1,200
WELCOME CENTER PS	924 gpm @ 146' TDH w Series 20-Ho meters @ 241,000 gal	877 Hrs	\$ 3,526	\$ 10,000	\$ 4,000	\$ 17,526
WELCOME CENTER PS	5000 ft of 10" HDPE pipe			\$	\$ 1,250	\$ 1,250
WELCOME CENTER PS	3000 ft of 8" on Rd RW - Inspect			\$	\$ 825	\$ 825
WELCOME CENTER PS	3000 ft of 8" on Rd RW - Inspect			\$	\$ 825	\$ 825
WELCOME CENTER PS	975 gpm @ 170' TDH w Series 20-Ho meters @ 241,000 gal	307 Hrs	\$ 5,938	\$ 2,000	\$ 4,660	\$ 12,628
WELCOME CENTER PS	2400 ft of 10" HDPE pipe			\$ 7,300	\$	\$ 7,300
WELCOME CENTER PS	2400 ft of 10" HDPE pipe			\$	\$ 2,300	\$ 2,300
WELCOME CENTER PS	8200 ft of 8" on Rd RW - Inspect			\$	\$ 2,300	\$ 2,300
WELCOME CENTER PS	8200 ft of 8" on Rd RW - Inspect			\$	\$ 2,300	\$ 2,300
WELCOME CENTER PS	975 gpm @ 170' TDH w Series 20-Ho meters @ 241,000 gal	307 Hrs	\$ 5,085	\$ 12,000	\$ 4,940	\$ 22,025
WELCOME CENTER PS	13800 ft of 10" HDPE pipe			\$	\$ 3,175	\$ 3,175
WELCOME CENTER PS	300 ft of 10" Private RW - Inspect and M&W			\$	\$ 150	\$ 150
WELCOME CENTER PS	Annualized Cost of 200,000 gal @ 100% (10 years)			\$ 150,000	\$	\$ 150,000
Treatment Plant O&M				\$	\$	\$
Total Annual O&M Cost				\$ 156,875	\$	\$ 156,875
Scale of O&M Cost Predictions						

1. The piping costs are based upon a generic average 1/2" dia 20' year period having Welcome Center, Hwy 17, Aerial, Cassville, Creek Area and Industrial Park.
 2. Paved costs for Pump Station is based on \$1.15 per sq ft with 20% average plus 10% for efficiency.
 3. Force main & gravity sewer line annual maintenance is based upon \$0.0018 per foot of main and inspection of 1/2" dia 20' year for line in even RW.
 4. Gravity sewer annual maintenance assumed 1/2" dia 20' year and cleaning of an average of 20% of the line per year @ \$500.
 5. Pump station maintenance assumed 15 hours per week multiple O&M plus 15 hours per quarter or 450 hours per year @ \$200/hr.
 6. Pumps station maintenance costs for pumps and materials assumed 2% of the pump equipment cost per year for 100 pumps.

TABLE B.4. PRESENT WORTH COST EVALUATION FOR ALTERNATIVE 2 (Page 2 of 3)

ITEM	DESCRIPTION	ANNUAL OPERATION HR\$/YR	ANNUAL POWER COST	ANNUAL OPERATION COST	ANNUAL MAINTENANCE COST	TOTAL ESTIMATED O & M COST
PRESENT WORTH O&M OVER BEST YEARS 10 - 20 @ 0.4 AVERAGE = \$10,000 QPD						
Wetmore Center PG	101 gpm @ 104' TDH at Series 10 to motors @ 20' @ 100 gpm flow at 100,000 gpd	1981 \$	5,362 \$	12,000 \$	3,884 \$	21,157 \$
Wetmore Center PS	2000 Control @ 4000 gpd @ \$20/day			1,000 \$	1,700 \$	2,700 \$
Pump Main to Greenwell PS	6000 ft along Greenwell PS				400 \$	400 \$
Greenwell PS	800 ft along Private WW	1825 \$	4,287 \$	12,000 \$	4,160 \$	30,467 \$
Force Mains Hwy 92	500 gpm @ 50' TDH w/ Series 15 Hp motor @ 40' average flow at 150,000 gpd				1,275 \$	1,275 \$
Greenwell to Imperial Park	2100 ft along Hwy 92W				4,000 \$	4,000 \$
Imperial Park Over Control System	7100 ft TV & C can			7,000 \$	8,875 \$	11,875 \$
Imperial Park PS	800 gpm @ 230' TDH w/ Series 40 Hp motor @ 2-8 average @ 600,000 gpd	4007 \$	25,159 \$	10,000 \$	9,990 \$	49,996 \$
Imperial Park PS to Beaverton CK	11500 ft on Rd 92W - Insect				2,875 \$	2,875 \$
Imperial Park PS to Beaverton CK	2000 ft of CS on Rd 92W - Insect				1,125 \$	1,125 \$
Imperial Park PS to Beaverton CK	2500 ft of CS on Rd 92W, TV & Clean 25% w/ @ \$5M			10,000 \$	5,825 \$	15,825 \$
Beaverton CK PS	324 gpm @ 152' TDH w/ Series 20 Hp motor @ 2000,000 gpd	3900 \$	14,258 \$		4,500 \$	31,658 \$
Beaverton CK PS to Mt. Gila	5000 ft on Rd 92W - Insect				1,250 \$	1,250 \$
Beaverton CK PS to Mt. Gila	2000 ft of CS on Rd 92W - Insect				750 \$	750 \$
Beaverton CK PS to Mt. Gila	2000 ft of CS on Rd 92W, TV & Clean 25% w/ @ 50M			10,000 \$	3,750 \$	13,750 \$
Beaverton CK PS to Mt. Gila	374 gpm @ 152' TDH w/ Series 40 Hp motor @ 2000,000 gpd	5747 \$	23,473 \$	10,000 \$	4,000 \$	46,120 \$
Beaverton CK PS to Snow Creek PS	5-800,000 gpd			7,200 \$	1,500 \$	8,700 \$
Beaverton CK PS to Snow Creek PS	Color Control Chemicals @ 5000 gpd				2,200 \$	2,200 \$
Beaverton CK PS to Snow Creek PS	2000 ft on Rd 92W				2,300 \$	2,300 \$
Beaverton CK PS to Snow Creek PS	9250 ft of CS on Rd 92W, TV & Clean 25% w/ @ 50M				2,300 \$	2,300 \$
Beaverton CK PS to Snow Creek PS	374 gpm @ 152' TDH w/ Series 40 Hp motor @ 2000,000 gpd	7047 \$	28,473 \$	10,000 \$	4,600 \$	50,520 \$
Beaverton CK PS to Snow Creek PS	5000 ft on Rd 92W - Insect				1,375 \$	1,375 \$
Beaverton CK PS to Snow Creek PS	2000 ft on Rd 92W, TV & Clean 25% w/ @ 50M				150 \$	150 \$
Beaverton CK PS to Snow Creek PS	3000 ft on Rd 92W - Insect and New					
Beaverton CK PS to Snow Creek PS	Annualized Cost @ 500,000 gpd & Additional 100,000 gpd @ 10% (10 years)			420,700 \$		420,700 \$
Beaverton CK PS to Snow Creek PS	Treatment Cost @ 500,000 gpd & Average @ 2 = 100,000 gpd					
Beaverton CK PS to Snow Creek PS	Total Annual O&M Cost			347,530 \$		347,530 \$
Rates of O&M Cost Projections						
<ol style="list-style-type: none"> 1. Pump & wells are based upon projected average flows based upon 100,000 gpd flow rate. All other flows are based upon 100,000 gpd flow rate. 2. Power costs for Pump Stations is based upon \$0.15/kwh. All other power costs are based upon \$0.10/kwh. All other power costs are based upon \$0.10/kwh. 3. Price man & gravity sewer are annual material costs based upon \$0.50/man for manning and inspection of field RW & \$0.25/man for the in case RW. 4. Gravity sewer are annual material costs based upon \$0.50/man for manning and inspection of field RW & \$0.25/man for the in case RW. 5. Pump station maintenance assumed \$1.00/man for manning and inspection of field RW & \$0.25/man for the in case RW. 6. Pump station maintenance costs for pipe and manhole assumed 2% of installed equipment cost per year for new pumps. 						

TABLE B.4. PRESENT WORTH COST EVALUATION FOR ALTERNATIVE 2 (Page 3 of 3)

<p>Interest = 3.000%</p> <p>Period 1 - Phase 1 Const. 20 years</p> <p>Phase 2 - Phase 2 Const. 10 years</p>	<p>Salvage Value Phase 1 Structures: GS & FM (20 years or 60 - 16) =</p> <p>Salvage Value Phase 1 Structures: Equip. (20 years life) =</p>	<p>Present Worth Phase 1 Capital Cost =</p>	<p>Present Worth O & M Coal Phase 1 (Years 0 - 20)</p> <p>Present Worth O & M Coal Phase 2 (Years 21 - 30)</p>	<p>(P/A, i, 10 years) = (P/F, i, 10 years) X</p> <p>(P/F, i, 20 years) = (P/F, i, 10 years) X</p> <p>(P/F, i, 20 years) = (P/F, i, 20 years) X</p>	<p>\$ 0.009,94E + 00</p> <p>\$ 405,920 X</p> <p>\$ 1,230,640</p> <p>\$ 5,052,600</p> <p>\$ 414,700</p>	<p>0.3186</p> <p>0.2%</p> <p>5%</p>	<p>\$ 5,262,500 (Excluding Equip. & O&M Costs)</p> <p>\$ 4,414,700 (Including Equip. & O&M Costs)</p>	<p>1 =</p> <p>=</p> <p>=</p> <p>=</p> <p>=</p>	<p>\$ 8,680,200</p> <p>4,049,320</p> <p>1,219,070</p> <p>(11,944,570)</p> <p>(1,035,540)</p> <p>\$ 10,191,745</p>
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**TABLE B.5. ESTIMATE OF PROBABLE CONSTRUCTION COST ALTERNATIVE 3 - PHASE 1
CONVEYANCE AND REGIONAL TREATMENT AT LAKE HARTWELL SITE**

ITEM DESCRIPTION	#	UNITS	UNIT \$	TOTAL \$
SECTION A - Welcome Center to Lake Hartwell WWT/P Site				
New Wet Well (8' Dia x 14' Deep)	1	ea	\$ 3,500	\$ 3,500
Pump Station (130 gpm @ 143' TDH)	1	ea	\$ 79,800	\$ 79,800
Emergency Generator @ WC Pump Station	1	ea	\$ 75,000	\$ 75,000
Surge Control Valve	1	ea	\$ 6,700	\$ 6,700
Surge Control Valve Box	1	ea	\$ 5,000	\$ 5,000
4" FM Ecc. Pulp Valve	1	ea	\$ 1,100	\$ 1,100
4" DIP Force Main (@ -5' Depth)	1200	lf	\$ 20	\$ 24,000
Rock (Assume 0.1 CY/LF)	120	cy	\$ 30	\$ 3,600
Silt Fence	1200	l	\$ 6	\$ 7,200
Construction Entrances	1	ea	\$ 3,000	\$ 3,000
Closeout Existing Welcome Center WWT/P	1	ls	\$ 20,000	\$ 20,000
Pump Station Site Work & Access Road Improvements	1	Budget	\$ 10,000	\$ 10,000
Electrical	1	Budget	\$ 15,000	\$ 15,000
Mobilization @ 3.5%	1	ls		\$ 6,000
Contingency (5%)				\$ 13,300
Total Section A				\$ 279,900
SECTION B - Industrial Park Pump Station & FM To Broomway Pump Station				
New Wet Well (8' Dia x 16' Deep)	1	ea	\$ 8,000	\$ 8,000
Pump Station (500 gpm @ 200' TDH)	1	ea	\$ 146,300	\$ 146,300
16" Surge Control Valve	1	ea	\$ 12,700	\$ 12,700
Surge Control Valve Box	1	ea	\$ 6,000	\$ 6,000
Emergency Generator @ WC Pump Station	1	ea	\$ 100,000	\$ 100,000
Gate Control Chemical Addition	1	ea	\$ 30,000	\$ 30,000
10" FM Ecc. Pulp Valve	1	ea	\$ 2,500	\$ 2,500
10" DIP Force Main (@ -5' Depth) along Cleveland Creek	7180	lf	\$ 40	\$ 287,200
Rock (Assume 0.1 CY/LF)	718	cy	\$ 70	\$ 50,260
Jack & Bore - Hwy 182 & Hwy 88	120	l	\$ 150	\$ 18,000
10" PVC Gravity Sewer	5100	lf	\$ 55	\$ 280,500
4" Dia. MH @ 700 ft. oc	20	ea	\$ 1,800	\$ 36,000
Rock (Assume 0.3 CY/LF)	1530	cy	\$ 70	\$ 107,100
Pump Station Site Work & Access Road Improvements	1	Budget	\$ 15,000	\$ 15,000
Silt Fence	7180	lf	\$ 5	\$ 35,900
Construction Entrances	1	ea	\$ 3,000	\$ 12,000
Electrical	1	Budget	\$ 10,000	\$ 15,000
Mobilization @ 3.5%	1	ls		\$ 40,700
Contingency (5%)				\$ 80,200
Total Section B				\$ 1,264,200

**TABLE B.5. ESTIMATE OF PROBABLE CONSTRUCTION COST ALTERNATIVE 3 - PHASE 1
CONVEYANCE AND REGIONAL TREATMENT AT LAKE HARTWELL SITE**

ITEM DESCRIPTION	#	UNITS	UNIT \$	TOTAL \$	
SECTION C - Pump from Brownway Pump Station to Lake Hartwell WWTP Site					
New Well (18' Dia x 11' Deep)	1	ea	\$ 12,000	\$ 12,000	
Pump Station (1083 gpm @ 139' T.D.)	1	ea	\$ 133,000	\$ 133,000	
12" Surge Control Valve	1	ea	\$ 14,300	\$ 14,300	
Surge Control Valve Box	1	ea	\$ 8,000	\$ 8,000	
12" FM Ecc. Pipe Valve	5	ea	\$ 2,500	\$ 12,500	
Emergency Generator @ WC Pump Station	1	ea	\$ 100,000	\$ 100,000	
Color Control Chemical Addition	1	ea	\$ 30,000	\$ 30,000	
12" DIP Force Main (28' x 5' Deep)	7320	l	\$ 44	\$ 322,100	
Force Main Attachment to Bridge	880	l	\$ 100	\$ 88,000	
Rock (Assume 0.3 CY/LF)	684	cy	\$ 70	\$ 48,000	
Air Relief Valve & MH	2	ea	\$ 6,000	\$ 12,000	
Creek Crossing	1	ea	\$ 5,000	\$ 5,000	
Jack & Bore Interstate 5 Exit Lanes near I-77	300	l	\$ 200	\$ 60,000	
12" PVC Gravity Sewer	1030	l	\$ 60	\$ 60,000	
4" Dia. MH @ 250 ft. cc	4	ea	\$ 1,800	\$ 7,200	
Rock (Assume 0.3 CY/LF)	300	cy	\$ 70	\$ 21,000	
Silt Fence	8320	l	\$ 5	\$ 41,600	
Construction Entrances	2	ea	\$ 3,000	\$ 6,000	
Pump Station Site Work & Access Road Improvements	1	Bridge	\$ 20,000	\$ 20,000	
Electrical	1	Bridge	\$ 20,000	\$ 20,000	
Mobilization @ 3.5%	1	\$	\$ 20,000	\$ 20,000	
Contingency (5%)				\$ 34,000	
Total Section C				\$ 51,800	
Subtotal Construction Cost Pump Stations & Transportation:				\$ 2,627,800	\$ 2,627,800
D. INITIAL 250,000 WWTP @ LAKE HARTWELL SITE					
Assume Gravity into WWTP from FM Discharge MH					
WWTP @ 0.25 MGD to Ser. R/W's (Inc. Generator & EQ)	250000	EA	\$ 0	\$ 2,000,000	
Site Work	1	LS	\$ 40,000	\$ 40,000	
12" Gravity Sewer to Outfall at Welcome Center	1200	l	\$ 60	\$ 72,000	
4" Dia. MH @ 250 ft. cc	4	ea	\$ 1,800	\$ 7,200	
Rock (Assume 0.3 CY/LF)	360	cy	\$ 70	\$ 25,200	
Modify Existing SCDD Outfall & Silt Fence	1	LS	\$ 40,000	\$ 40,000	
Mobilization @ 3.5%	1	LS		\$ 76,500	
Contingency (5%)				\$ 113,100	
Total WWTP Cost				\$ 2,375,400	\$ 2,375,400
Total Pump Stations, Conveyance & WWTP Cost:				\$ 5,003,200	\$ 5,003,200
Engineering Costs					
Design Phase Engineering @ 10%				\$ 500,300	
Construction Administration/Construction Engr. @ 5%				\$ 250,200	
Owner Costs					
Legal, Appraisal & Owner Administration Fees @ 2.75%				\$ 137,600	
Right-of-Way for FM	7200		\$ 2	\$ 14,400	
Right-of-Way for GS	5700		\$ 1	\$ 5,700	
Pump Station Property @ 0.5 Ac/PS Site x 1	0.5	ac	\$ 10,000	\$ 5,000	
WWTP Site Property	20	ac	\$ 30,000	\$ 600,000	
Subtotal Engineering & Owner Costs:				\$ 1,512,600	\$ 1,512,600
Subtotal Construction, Engineering & Owner Costs:				\$ 6,515,800	\$ 6,515,800
Total I85-Welcome Center Transportation & Pumping Cost Option 3:				\$ 8,515,800	\$ 8,515,800

TABLE B.5. ESTIMATE OF PROBABLE CONSTRUCTION COST ALTERNATIVE 3 - PHASE 2
CONVEYANCE AND REGIONAL TREATMENT AT LAKE HARTWELL SITE

ITEM DESCRIPTION	#	UNITS	UNIT \$	TOTAL \$
WWTP UPGRADE TO 850,000 GPD @ YEAR 2016				
WWTP - Expansion from 0.25 MGD to 0.55 MGD	700000	sq	\$ 6	\$ 4,200,000
Mobilization @ 3.5%	1	ls		\$ 147,000
Contingency (5%)				\$ 217,900
Subtotal WWTP Construction Cost:				\$ 4,564,900
Engineering Costs				
Design Phase Engineering @ 10%				\$ 406,400
Construction Administration/Observation Engr @ 5%				\$ 208,200
Owner Costs				
Owner Administration Fees @ 2.75%				\$ 125,500
Subtotal Engineering & Owner Costs:				\$ 810,100
				Subtotal \$ 5,374,500
Grand Total Alternative 3 - Phase 2 Cost for WWTP Expansion in 2016:				\$ 5,374,500
Total Alternative 3 - Phase 1 Cost:				\$ 6,515,600
Grand Total Alternative 3 - Phase 1 & 2:				\$ 11,890,300

TABLE B.6. PRESENT WORTH COST EVALUATION FOR ALTERNATIVE 3 (Page 1 of 3)

ITEM	DESCRIPTION	ANNUAL OPERATION HRS/YR	ANNUAL POWER COST	ANNUAL OPERATION COST	ANNUAL MAINTENANCE COST	TOTAL ESTIMATED O & M COST
PRESENT WORTH O&M OVER FIRST 10 YEARS @ 150,000 GPD						
	Revenue Center PS to WWTP average flow of 50,000 gpd	190 Spm @ 143 TDH w/ Series 1B Hp motors @ an	2,340 \$	3,664 \$	12,000 \$	3,098 \$
	M2 & CS Effluent to \$ from WWTP Site 1200 lift on portable R/W - inspect and r/w				\$	\$
	Industrial P&K PS average flow of 100,000 gpd	500 spm @ 300 TDH w/ Series 21 Hp motors @ an		14,555 \$	12,000 \$	4,961 \$
	Force Main to Hwy 192 Gravity Sewer to Broadway PS	7000 ft along private R/W - inspect & mow		\$	\$	3,598 \$
	Gravity Sewer to Broadway PS	5100 ft along Hwy R/W - inspect		\$	\$	1,275 \$
	Gravity Sewer to Broadway PS	5100 ft along Hwy R/W - TV & Clean 25%/year		\$	\$	6,373 \$
	Recreation PS to WWTP average flow of 100,000 gpd	1000 spm @ 138 TDH w/ Series 1B Hp motors @ an		7,421 \$	12,000 \$	1,180 \$
	Force Main to WWTP	600 ft along private R/W - inspect & mow		\$	\$	405 \$
	Force Main to WWTP	7320 ft along Interstate R/W		\$	\$	1,830 \$
	Force Main to WWTP	5000 ft along private R/W - inspect & mow		\$	\$	501 \$
	Force Main to WWTP	1000 ft - TV & Clean 25% per year		\$	\$	1,750 \$
	WWTP O&M (Average Q = 150,000 gpd): Accession & Maintenance Cover Costs Electric Power for Greasification & Digestion Blowers Infl. Screen, Grit, & Eff. Filters Eff. UV Disinfection Other Costs Chemical Cost UV Lamp & Ballast Replacement Cost Sludge Transportation to Converter	3 Blower x 7 days/week = 24 hours/week 127,500 kwh/yr @ \$0.08/kwh-r 15 total hrs @ 2 in/day 70% Eff @ \$0.15/kwh-r Assume 24 hrs/yr Sum for P removal Lamp @ 1200 in life & Ballast @ 9 year life 142.5 blower @ 2% replacement 0.360/gallon converter @ Infl Based on 50,000 gpd (Average Q) Budget	14,740 \$ 2,430 \$ 8,950 \$	\$	32,400 \$	7,250 \$
	Cost of Laboratory Analysis Total Annual O&M Cost			\$	\$	\$
						60,000
						14,745
						2,430
						91,924
						11,230
						5,190
						103,624
						60,000
						173,624

Notes on Basis of Cost

1. Pumping costs are based upon projected average flows over 27 year period serving Wabasha Center Hwy 11 Area, Cleveland Cribbs Area and Industrial Park.
2. Power costs for Pump Stations is based upon \$0.15/kwh-r with 70% average pump motor efficiency.
3. Power cost for WWTP is based on \$0.10/kwh-r with 70% average motor efficiency.
4. Force main & gravity sewer line annual maintenance is based upon \$0.50/yr for mowing and inspection of field R/W & \$0.25/yr for (ins) in road R/W.
5. Gravity sewer annual maintenance assumed collection line cleaning of an average of 25% at the line per year @ \$5M.
6. Pump station maintenance assumed 8 hours per week routine O&M plus 16 hour per quarter or 480 hours per year @ \$25/hour.
7. Pump station maintenance costs for parts and materials assumed 2% of mechanical equipment cost per year for new pumps.

TABLE B.6. PRESENT WORTH COST EVALUATION FOR ALTERNATIVE 3 (Page 2 of 3)

ITEM	DESCRIPTION	ANNUAL OPERATION HRS/YR	ANNUAL POWER COST	ANNUAL OPERATION COST	ANNUAL MAINTENANCE COST	TOTAL ESTIMATED O & M COST
PRESENT WORTH O&M OVER YEAR 10 - 20 @ 0.0 AVERAGE = 600,000 GPD						
	30 gpm @ 143' TDH w/ Series 10 Hp motor @ an Wellcome Center PS to WWTP Average flow of 75,000 gpd	3510	\$	6,486	\$	12,000
	PM & O&M Effluent In & from WWTP Site 1250 ft an process RW - inspect and mow		\$		600	600
	Industrial Park PS 500 gpm @ 330' TDH w/ Series 20 Hp motor @ an Average flow of 450,000 gpd		\$		4,888	34,133
	Force Main to Hwy 182 1780 ft along private RW - inspect & mow		\$		3,590	3,590
	Gravity Sewer to Greenway PS 5100 ft along Hwy 90W - inspect		\$		1,275	1,275
	Gravity Sewer to Greenway PS 5100 ft along Hwy 90W - TV & Clean 25%/year		\$		6,375	6,375
	Broomway PS to WWTP 1000 gpm @ 139' TDH w/ Series 40 Hp motor @ an Average flow of 400,000 gpd	4687	\$	90,404	\$	4,180
	Force Main to WWTP 1800 ft along private RW - inspect & mow		\$		430	430
	Force Main to WWTP 7320 ft along industrial RW		\$		1,430	1,430
	OS to WWTP 1000 ft along private RW - inspect & mow		\$		500	500
	OS to WWTP 1800 ft TV & Clean 25% per year		\$		1,250	1,250
	WWTP @ Average Q = 600,000 gpd/s Operation & Maintenance		\$	145,800	\$	2,820
	Power Costs 16 Hdays x 7 days/Wk = 72 hrs/wk 44,238 kw-hr/yr @ \$0.10/kw-hr		\$	44,238	\$	44,238
	Solar Antration/Mix & Digestion Blower 16 total @ 0.8 B-h/day, 70% Eff & 30.10 kw-hr	7820	\$	2,438	\$	2,438
	Oil Screen, Gut & Eff. Chns 72 kw-hr	8750	\$	63,072	\$	63,072
	Eff. UV Sterilization Main for P removal		\$	6,289	\$	6,289
	Chemical Cost Lump @ 12000 yr life & Belair @ 0.5 year life		\$	15,540	\$	15,540
	1/3 Luro & Belair Replacmnt Cost 577 lbs/yr @ 2% Solids @ 0.340/gallon transp & treat.		\$	425,671	\$	425,671
	Sludge Concentration to Concreas Based on 160,000 gpd Average Q		\$			
	Contract Laboratory Analysis Budget		\$	30,030	\$	30,030
	Total Annual O&M Cost		\$		\$	887,449

Basis of O&M Cost Projections
1. Pumping costs are based upon projected average flows over 20 year period serving Wellcome Center (Hwy 1) Area, Cleveland Creek Area and Industrial Park.
2. Power costs for Pump Stations is based upon \$0.15 kw-hr with 70% average pump motor efficiency.
3. Power cost for WWTP is based on \$0.10 kw-hr w/ 70% average motor efficiency.
4. Force main & gravity sewer line annual maintenance is based upon \$0.50/ft-year for inspect and installation of new RW & \$0.25/ft-year for the in-use RW
5. Gravity sewer annual maintenance assumed to be 25% of the first year @ \$8/ft.
6. Gravity station maintenance assumed 4 hours per week, 50 hrs/yr plus 15 hour per quarter or 480 hours per year @ \$2.5/hour.
7. Pump station maintenance costs for parts and materials assumed 2% of mechanical equipment cost per year for new pumps.

TABLE B.6. PRESENT WORTH COST EVALUATION FOR ALTERNATIVE 3 (Page 3 of 3)

Interest Rate	3.500%					
Period 1 - Phase 1 Cost	20 years					
Period 2 - Phase 2 Cost	10 years					
Salvage Value Phase 1 Structures, GS & FM (20 years of 50% life) =						
Salvage Value Phase 1 Mechanical Equip. (20 years of 10% life) =						
Salvage Value Phase 2 Structures, GS & FM (10 years of 50% life) =						
Salvage Value Phase 2 Mechanical Equip. (10 years of 10% life) =						
Present Worth Phase 1 Capital Cost =						
Present Worth Phase 2 Capital Cost W/TP Expansion (10 years)						
Present Worth O & M Cost Phase 1 (Years 10 - 20)						
Present Worth O & M Cost Phase 2 (Years 10 - 20)						
Present Worth Salvage Value Conveyance Structures, GS & FM Phase 1						
Present Worth Salvage Conveyance & W/TP Mech. Equip. - Phase 1						
Present Worth Salvage Value Conveyance Structures, GS & FM Phase 2						
Present Worth Salvage Conveyance & W/TP Mech. Equip. - Phase 2						
Total Present Worth Cost =						

62% of Construction Cost @ 20 years	\$ 3,619,100	(Excluding Engr & Owner Cost)
3% of Construction Cost @ 20 years	\$ 1,486,100	(Excluding Engr & Owner Cost)
	\$ 5,105,200	
80% of Construction Cost @ 10 years	\$ 3,514,400	(Excluding Engr & Owner Cost)
5% of Construction Cost @ 10 years	\$ 1,054,000	(Excluding Engr & Owner Cost)
	\$ 4,568,400	
	\$ 9,673,600	
(PIF, i, 10 years) x	0.7089	=
	\$ 6,857,520	
(PIF, i, 10 years) x	0.7089	=
	\$ 3,239,024	
(PIF, i, 10 years) x	0.3166	=
	\$ 1,426,819	
(PIF, i, 10 years) x	0.7089	=
	\$ 3,239,024	
(PIF, i, 20 years)	0.5026	=
	\$ 3,451,819	
(PIF, i, 20 years)	0.5026	=
	\$ 1,787,759	
(PIF, i, 20 years)	0.5026	=
	\$ 888,311	
(PIF, i, 20 years)	0.5026	=
	\$ 4,653,301	
	\$ 17,692,831	

APPENDIX C

BOARD
Elizabeth M. Hight
Chairman

David H. Koe
Vice Chairman

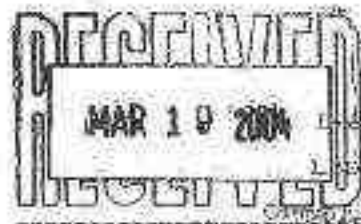
David J. Bellon, MD
Secretary



South Carolina
C. Cal Hiestand, Commissioner

Promoting and protecting the health of the public and the environment

March 16, 2004



BOARD
Carl L. Woodell
L. James McWright
L. Edward Robertson
L. Bruce Moran, MD

Mr. Paul Lewis, P.E.
Goldie & Associates
210 W. North Second St.
Seneca, SC 29678

RE: Proposed Beaverdam Creek WWTP - Wasteload Allocation
Oconee County

Dear Mr. Lewis:

At your request, a wasteload allocation has been obtained for the proposed Beaverdam Creek WWTP at the proposed flow of 0.95 MGD. This wasteload information will replace or supersede all previous wasteload information provided based on new information presented by the Water Quality Modeling Section.

Based on the wasteload allocation (WLA), the NPDES limits can be expected to be as follows (these are generally monthly average values unless noted, additional limits with weekly average and daily maximum concentrations may also be included):

Parameter	Limit
Flow	0.95 MGD
BOD ₅	10.0 mg/l
TSS*	30 mg/l
NH ₃ -N	2.0 mg/l
TBC (monthly average)	0.052 mg/l
TBC (daily maximum)	0.052 mg/l
Dissolved Oxygen (D.O.)**	6.0 mg/l
Fecal Coliform (/100ml)	200/400 ml
Total Phosphorus***	0.06 mg/l

* Depends upon design of WWTP.

** Unless site specific studies are done. (See memo dated March 8, 2004 which is an attachment to the WLA)

*** See memo dated March 8, 2004 which is an attachment to the WLA

The following conditions should be noted. The wasteload is informational only until the following actions occur:

1. A 208 Water Quality Plan certification must be provided on the proposed new discharge.
2. In situations where a permittee proposes a new or expanded discharge into surface waters whose quality is greater than water quality standards (i.e., higher quality waters), an alternatives analysis shall be included in the engineering report. The report should also show that the proposal is necessary to important social and economic development in the area of the receiving waters such that the discharge should be allowed under the anti-degradation provisions of Regulation 61-68 (Water Quality Standards). The alternatives analysis shall demonstrate that none of the following applicable alternatives are

economically and technologically reasonable:

- (a) Reuse that would minimize or eliminate the need to lower water quality;
 - (b) Use of other discharge locations;
 - (c) Connection to other wastewater treatment facilities;
 - (d) Use of land application;
 - (e) Product or raw material substitution; and
 - (f) Any other treatment option or alternative, which would minimize or eliminate the need to lower water quality.
2. An NPDES permit application and preliminary engineering report is provided on the proposed expansion. Please note that the NPDES permitting action must be completed in accordance with Regulation 61-9, and no appeals filed, before a Construction Permit could be considered for this project.
3. Additional metals testing and/or requirements may be necessary subject to information provided with the NPDES application and/or PER. Submission of available effluent metals data may result in specific pollutants to be added or deleted from the limits.
4. Please note that the applicant must comply with the provisions of R61-9.600 (Viability Requirements) that address entities owning wastewater systems have the technical, managerial and financial means to comply with the regulations as a prerequisite for receiving a wastewater discharge permit (NPDES). As part of the NPDES process, the permittee may be required to provide additional information (as described in R61-9.600) to document compliance with this condition. Please refer to R61-9.600, to determine if additional information is needed.

If you have any questions, please do not hesitate to call me at (803) 898-4228.

Sincerely,


Michael J. Montebello, Manager
Domestic Wastewater Permitting Section

by
encl: WLA

cc: ✓ Cherokee County Sewer Commission (w/encl)
Appalachia I EOC District (w/encl)
Appalachian COG (w/encl)
Jeff deBessonnet, Director, Water Facilities Permitting Division
Larry Turner, Manager, Water Quality Modeling Section

S.C. DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
BUREAU OF WATER
DIVISION OF WATER QUALITY
WATER QUALITY MODELING SECTION

WASTELOAD ALLOCATION WORKSHEET AND COORDINATION FORM

Date 03/08/04 Engineer Green WQA# _____

Discharger Name Beaverdam Ck, WWTP

NPDES SCUD Proposed County Oconee W. Shed MU 0101

W. Shed U 03060102130

Receiving Waters Beaverdam Creek to Lake Hartwell

On 303(d) list Yes / No

I. Wasteload Allocation Section

A. Mathematical Model Data:

Model Used Qual2e Name beaver.dat; beaverP.dat

Stream 7Q10 5.48 cfs Average Annual Flow 48.4* cfs

USGS Station C21841006 Site 475 Drainage Area: 27.4 mi²

(S) 24.00 °C 75.2 °F

Stream Q:Waste Q Ratio 3.73:1 Temp (W) 11.00 °C 51.8 °F

Velocity .42 .422 ft/s Slope 7.0-7.5 ft/mi

K1 0.3 d⁻¹ K2 5.3-5.7 d⁻¹ K3 0.3 d⁻¹

F Ratio 1.5 Unit 7Q10 0.2 cfs/mi²

Stream Characteristics: *based on runoff of 24 inches

B. Model Input Sources:

Waters in Question: Yes - No

Similar Waters: _____

Field Data Available: None Fair Good Excellent

Describe Above: _____

Literature: _____

C. Model Validity: (Circle appropriate response)

Intensive Surveys: Yes - No
Calibrated: Yes - No
Verified: Yes - No
Analyst's Assessment of Simulation: No

Poor Fair Good Excellent

Comments: _____

D. Model Outputs:

BOD5	---	mg/l	NH3 N	Summer	10.8*	mg/l
				Winter	20.25*	mg/l
Effluent DO	---	mg/l			0.95	mg/l
Predicted DO	>5.0	mg/l		Flow	1.47	cfs
Total Residual Chlorine (mg/l)	Avg	0.062	Max	0.090		
Fecal Coliform (/100 ml)	Avg	200	Max	400		

Other parameters: *due to TOX. _____

E. Have studies been conducted or is information available which would have an influence on the level of wastewater treatment needed? Yes - No If yes, attach comments.

F. Stream Classification: FW If class is saltwater, provide documentation of shellfish harvesting classification, buffer zone status and rationale for issuance of WLA.

G. Could the discharge be considered a wetland discharge? Yes - No If yes, attach comments from WQ Certification and Wetland Programs Section as needed.

H. Will the proposed discharge and recommended limits protect the existing uses of the waterbody? Yes - No. If no, attach a detailed explanation.

I. Is there evidence that the practical use of the stream is different from its classified use and may warrant alternate consideration? Yes - No If yes, attach comments.

J. Is there reason to believe that questionable benefits will result from requiring model recommendations? Yes - No If yes, attach comments.

K. Wasteload Allocation Section recommendations:

BOD5	10.0	mg/l	NH3-N	Summer	2.0	mg/l
				Winter	2.0	mg/l
D.O.	6.0	mg/l	Flow	0.95	acfd	
Total Residual Chlorine (mg/l)	Avg	0.052	Max	0.090		
Fecal Coliform (/100 ml)	Avg	200	Max	400		
Other Parameters: TP= 0.06 mg/l unless studies done						

- D. Do the recommendations in K above agree with the model output in D above? Yes No If no, attach comments or explain below.

NO model was not used to determine limits. Advanced

limits are based on Memos by LET on March 8, 2004 &

January 30, 2004 (see attached).

Analyst: Svetlana Sindler Date: 3/08/04

Reviewer: Larry Turner Date: 3.9.04

II. ENGINEERING DIVISION

- A. Does the Wasteload allocation and Certification Section recommendation exceed established technological limits for this type of wastewater? Yes - (No If yes, recommend limits in II.E. and make comments in the space provided.
- B. Are there factors which make the Wasteload Allocation Sections recommendation inconsistent with best engineering judgement and/or Federal effluent guidelines? Yes (No. If yes, recommend limits in II.E. and make comments in the space provided.
- C. Are there other factors which would make the WLA either more stringent or less stringent? Yes - (No. If yes, recommend limits in II.E. and make comments in the space provided.
- D. Are there factors which make the Wasteload Allocation Section's recommendation impractical or unimplementable at this time? Yes (No. If yes, recommend limits in II.E. and make comments in the space provided.

E. Recommended limits in lieu of those made by the Wasteload Allocation Section:

BOD5 10.0 mg/l Summer 2.0 mg/l
NH3-N Winter 2.0 mg/l
D.O. 6.0 mg/l Flow 0.95 mod
Total Residual Chlorine (mg/l) Avg 0.052 Max 0.090
Fecal Coliform (/100 ml) Avg 200 Max 400
Other parameters: TP = 0.00 unless studies done
Engineering Comments: Total Nitrogen = NR mg/l

F. Is there agreement with the Wasteload Allocation Section's recommendations?

Yes No

Engineer: Kenneth L. Lisen
Date: 3/16/04

III. Wasteload Allocation Section

Is full agreement concluded? Yes - No

If yes, the wasteload allocation is:

BOD5 _____ mg/l Summer _____ mg/l
NH3-N Winter _____ mg/l
D.O. _____ mg/l Flow _____ mod
Total Residual Chlorine (mg/l) Avg _____ Max _____
Fecal Coliform (/100 ml) Avg _____ Max _____
Other Parameters: _____

Comments: _____

In that there is no agreement, see the wasteload allocation procedures for further steps.

Approval _____ Date: _____

3150 Hwy 100, Hartwell, GA 31751-4500

Phone: 706/336-1000 Fax: 706/336-1001

Website: www.sns.com

REPORT

Discharger Name: Oconee County Proposed
Receiving Stream: Lake Hartwell Beaverdam Ck Arm
Date: 3/8/04
Analyst: sns

Flow Data

Upstream Flow (cfs):	5.490
Background Chlorine Concentration (mg/l):	0.000
Discharge Flow (mgd):	0.950

Chlorine Concentration Data

Criterion Monthly Average Concentration (mg/l):	0.011
Criterion Daily Maximum Concentration (mg/l):	0.019

Effluent Concentration Data

Monthly Average Effluent Concentration (mg/l):	0.052
Daily Maximum Effluent Concentration (mg/l):	0.090

SCDHEC Ammonia Toxicity Calculation

Based on 1999 EPA Water Quality Criteria for Ammonia as adopted by S.C. DHEC R.61-6B promulgated December 14, 2000 pending approval by S.C. General Assembly and U.S. EPA

Division of Water Quality

April 23, 2001

Discharger Name: Oconee County Proposed
Receiving Stream: Lake Hartwell beaverdam Ck. Arm
Date: 3/8/04
Analyst: sns

Input Data

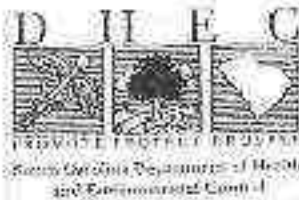
Upstream Flow (cfs): 5.49
Upstream Total Ammonia Concentration (mg N/L): 0.11
Stream Temperature, Summer (deg. C): 24
Stream Temperature, Winter (deg. C): 11
Stream pH: 7.5
Discharge Flow (mgd): 0.95
Are Salmonids Present? (yes/no): n
Are Fish ELS Present? (yes/no): y

Instream Total Ammonia Toxicity Results

Season:	Summer	Winter
Criterion Maximum Concentration, CMC (mg N/L):	19.890	19.890
Criterion Continuous Concentration, CCC (mg N/L):	2.308	4.364

Discharge Total Ammonia Results

Season:	Summer	Winter
Max. Conc. Protecting Against Acute Toxicity (mg N/L):	93.77	93.77
Max. Conc. Protecting Against Chronic Toxicity (mg N/L):	10.80	20.25



MEMORANDUM

TO: Mike Montebello, Manager
Domestic Wastewater Permitting Section

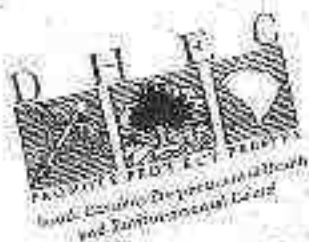
FROM: Larry Turner, Manager *Larry Turner*
Water Quality Modeling Section

SUBJECT: Proposed Oconee County Discharge to Beaverdam Creek/Lake Hartwell;
Limits for Phosphorus and Oxygen Demanding Substances

DATE: March 8, 2004

On January 30, 2004 a memorandum outlining the rationale for limits for the referenced project at 0.5 mgd was completed. This memorandum (copy attached) recommended advanced limits for oxygen demanding substances (10 mg/l BOD₅, 2 mg/l ammonia and 6 mg/l effluent dissolved oxygen) and recommended a study to determine phosphorus concentrations in Beaverdam Creek. Additional information is needed to establish phosphorus limits since available information indicates the stream already exceeds the in-lake standard of 0.06 mg/l.

Since that memorandum was completed, the applicant has modified his request to reflect a proposed discharge of 0.95 mgd at the same location. This additional flow does not change the conclusions reached earlier: advanced treatment for oxygen demanding is required due to the uncertainty associated with the impact of the discharge on dissolved oxygen levels in the lake (unless the applicant prefers to do additional study and analysis to show otherwise) and additional study is needed to quantify phosphorus levels in the system unless the applicant is willing to accept a criteria end of pipe limit of 0.06 mg/l. A Wasteload Allocation Worksheet and Coordination Form reflecting these recommendations is attached.



MEMORANDUM

TO: Mike Montobello, Manager
Domestic Wastewater Permitting Section

FROM: Larry Turner, Manager
Water Quality Modeling Section *Larry Turner*

SUBJECT: Proposed Oconee County Discharge to Beaverdam Creek/Lake Hartwell,
Limits for Phosphorus and Oxygen Demanding Substances

DATE: January 30, 2004

On January 21, 2004 Rheta Ceddings, Sally Knowles, Alton Bouzer and I met to discuss the referenced project and how we should address limits for oxygen demanding substances and phosphorus. Conclusions are summarized below.

The proposed Oconee County/Beaverdam Creek treatment plant would discharge 0.5 mgd of treated wastewater to Beaverdam Creek just below its confluence with Cleveland Creek, approximately 1.4 miles upstream of Lake Hartwell. Both phosphorus and dissolved questions must be addressed.

The Department has evaluated the need for phosphorus limits for discharges to tributaries of unimpaired lakes on a case-by-case basis. In this case, specific information on phosphorus concentrations in the cove of Lake Hartwell that would ultimately receive the wastewater is not available. However, available information on phosphorus concentrations in Beaverdam Creek (SV-345 upstream of the proposed discharge site) indicates levels in the stream, on average, exceed the allowable lake concentration of 0.06 mg/L. Since the lake must meet the criteria at the point where the tributary enters the lake and the tributary does not meet the criteria, the discharge may contribute to an exceeding of phosphorus criteria in the lake. For this reason, it is recommended the applicant conduct studies to sufficiently document phosphorus levels both in Beaverdam Creek and the receiving cove of Lake Hartwell thus providing guidance on appropriate limits for the proposed discharge.

The Department also has to establish limits for oxygen demanding substances that would be protective of dissolved oxygen levels both in Beaverdam Creek and Lake Hartwell. Beaverdam Creek and Lake Hartwell are classified "Freshwaters" under R.61-68 and are therefore required to meet criteria for dissolved oxygen of a daily average of 5 mg/L with a minimum of 4 mg/L. The Department has developed an un-calibrated QUAL2E model for free-flowing portion of the creek. This model indicates that loading from the proposed pla

Memorandum: Beaverdam Creek/Lake Hartwell Proposed Discharge

January 30, 2004

Page 2

would not be fully exerted prior to reaching the lake. The Department currently does not have the capability or the site-specific information necessary to develop a defensible model simulating the impact of the increased loading on the lake. It would be incumbent upon the discharger to obtain the necessary background information and submit to the Department a defensible, non-proprietary model of the lake curve demonstrating acceptable permit limits for oxygen demanding substances. As an alternative to developing a site-specific model of the discharge's impact on the lake, advanced treatment limits of 10 mg/L for BOD₅ and 2.0 mg/L for ammonia would be considered protective.

APPENDIX D



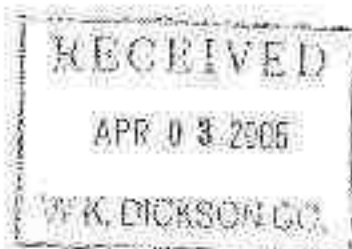
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A000100107

DEPARTMENT OF THE ARMY
SAVANNAH DISTRICT CORPS OF ENGINEERS
HARTWELL LEASE AND POWER PLANT, 5601 ANDERSON HWY
HARTWELL, GEORGIA 31643-0256

March 28, 2006

Operations Manager

Mr. Charles R. Fronberger, P.E.
616 Colonnade Drive
Charlotte, North Carolina 28205



Dear Mr. Fronberger:

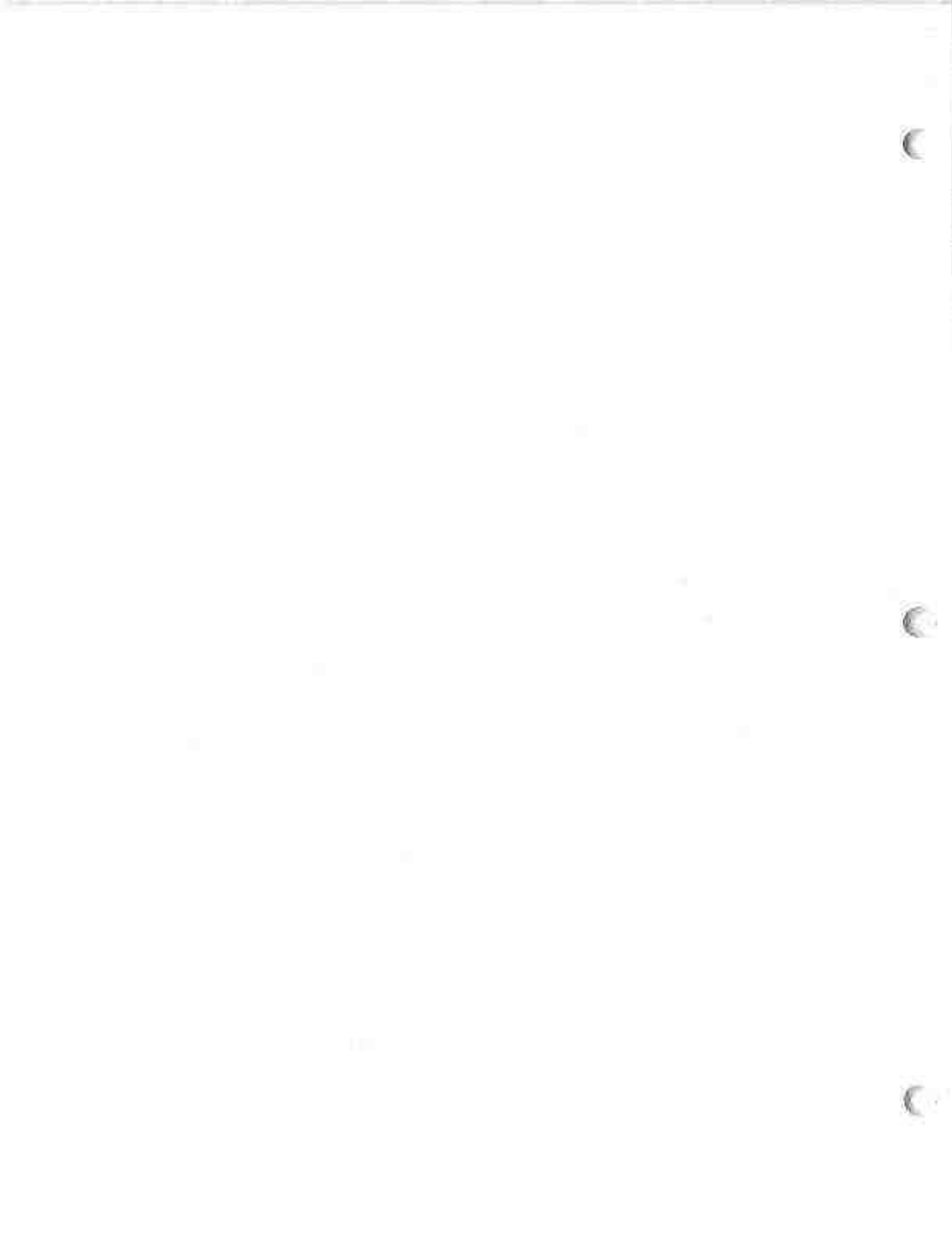
I am writing in response to your letter dated February 16, 2006 proposing the use of public land adjacent to the South Carolina Department of Transportation I-85 Welcome Center in Oconee County, South Carolina to construct and operate a waste water treatment plant.

The property that you have identified for your proposed facility is currently under long term lease to the State of South Carolina State Parks for recreation purposes and is not available to be leased to another entity. Additionally, all requests for development of public land or water are evaluated against a set of established criteria and land-use guidelines. This criterion requires the proposed development or use of the public land to be consistent with the Hartwell Project's authorized purposes, which are Flood Control, Hydropower, Navigation, Recreation, Water Supply & Quality, Fish & Wildlife Management. Additionally, the viability of the request will be dependent (in all or in part) upon being located on public land to achieve basic intent. The proposed waste water treatment plant to service the lower section of Oconee County, South Carolina does not meet these criteria.

We appreciate your interest and understanding of the management decisions necessary to protect the Hartwell Project resource while balancing competing demands. If you have any questions concerning this matter, please contact Sandy Campbell, toll free, at 1-888-893-0678, extension 315.

Sincerely,

Virgil G. Hobbs III
Hartwell Project Operations Manager





Oconee County Sewer Commission

623 Return Church Road • Seneca, South Carolina 29678
Phone: 864-972-3900 • Fax: 864-972-3917

MEMORANDUM

To: Oconee County Sewer Commission and Oconee County Council

From: Bob Winchester

Date: August 21, 2007

RE: Southern Oconee Regional Sewer Project

Some members of the Oconee County Sewer Commission made comments on the proposed Jacrab Agreement for the Southern Oconee Regional Sewer Project at the public hearing held on August 15, 2007. Concerns were expressed, and written copies of the same were provided to Council members.

At that meeting, Council Chairman Marion Lyles invited the Sewer Commission to meet with the Council at 11:00 a.m. on Tuesday, August 21, 2007 to discuss the I-85 sewer project.

At today's meeting, Mr. Bob Froneberger of W.K. Dickson Engineering of Charlotte, N.C. will present the alternatives for the Southern Oconee Regional Sewer Project which were developed and included in a Preliminary Engineering Report which was submitted to SCDHEC in August of 2006. Other alternatives have been discussed with SCDHEC at two separate meetings in November 2006 and June 2007.

Some members of the County Council are not informed as to the work and efforts by Oconee County Sewer Commission to develop a sewer system for the I-85 area. Today's meeting should clarify some of those issues.



**SOUTHERN OCONEE COUNTY REGIONAL
WASTEWATER TREATMENT PROJECT**

OCONEE COUNTY COUNCIL PRESENTATION
August 21, 2007

W.K. Dickson & Co., Inc.
616 Colonnade Drive
Charlotte, North Carolina 28205
Tel: 704-334-5348
Fax: 704-334-0078



POTENTIAL SOUTHERN OCONEE COUNTY WASTEWATER CONTRIBUTORS *

Wastewater Contributor Projection	Estimated Wastewater (GPD)
• SCDOT Welcome Center	75,000
• Oconee Resort (SCPRT)	89,000
• Highway 11 Area Development	13,800
• Water's Edge Community	60,800
• I-85 Exit 4 Development	38,800
• Highway 59 Development (Fairplay Area)	38,800
• Cleveland Creek Drainage Basin (Fairplay Area)	38,800
• Oconee County Industrial Park	130,000
• Chickasaw Point Community	176,000
• Foxwood Hills Community	108,000
• Little Choctaw Creek Area	93,500
Total Area Wastewater Potential:	871,500

*Based upon Oconee County Master Plan.



LONG-RANGED REGIONAL WASTEWATER CONVEYANCE AND TREATMENT ALTERNATIVES IDENTIFIED AND EVALUATED FOR SOUTHERN OCONEE COUNTY

ALT. #	DESCRIPTION
1	<p>Conveyance and Regional Treatment Facility at Oconee County Industrial Park Site with Discharge to Cleveland Creek and Phased Construction of WWTP</p> <ul style="list-style-type: none"> • Phase 1 – 0.25 mgd WWTP @ Industrial Park • Phase 2 – Expansion of WWTP to 0.95 mgd
2	<p>Conveyance to Existing Coneross WWTP for Treatment</p>
3	<p>Conveyance to Regional Treatment Facility at a Lake Hartwell Site with Discharge to Lake Hartwell and Phased Construction of WWTP</p> <ul style="list-style-type: none"> • Phase 1 – 0.25 mgd WWTP @ Lake Hartwell area • Phase 2 – Expansion of WWTP to 0.95 mgd <p>[LAKE HARTWELL DISCHARGE LIMITED TO 0.1 MGD WITHOUT DEMONSTRATED LAKE MODEL]</p>
4	<p>Conveyance and Regional Treatment Facility at Oconee County Industrial Park Site with Land Application of Effluent and Phased Construction of WWTP & Land Application System</p> <ul style="list-style-type: none"> • Phase 1 – 0.25 mgd WWTP @ Industrial Park • Phase 2 – Expansion of WWTP to 0.95 mgd
5	<p>Interim WWTP's @ SCDOT area and Oconee County Industrial Sites with Land Application of Effluent and Phase 2 Construction of Conveyance System and Expansion of Industrial Park WWTP</p> <ul style="list-style-type: none"> • Phase 1 – 0.1 mgd WWTP @ SCDOT area & 0.15 WWTP @ Industrial Park area (No Conveyance System) • Phase 2 – Construction of Conveyance System to Transfer SCDOT to Industrial Park area and expansion of Industrial Park WWTP and Land Application System to 0.95 mgd.



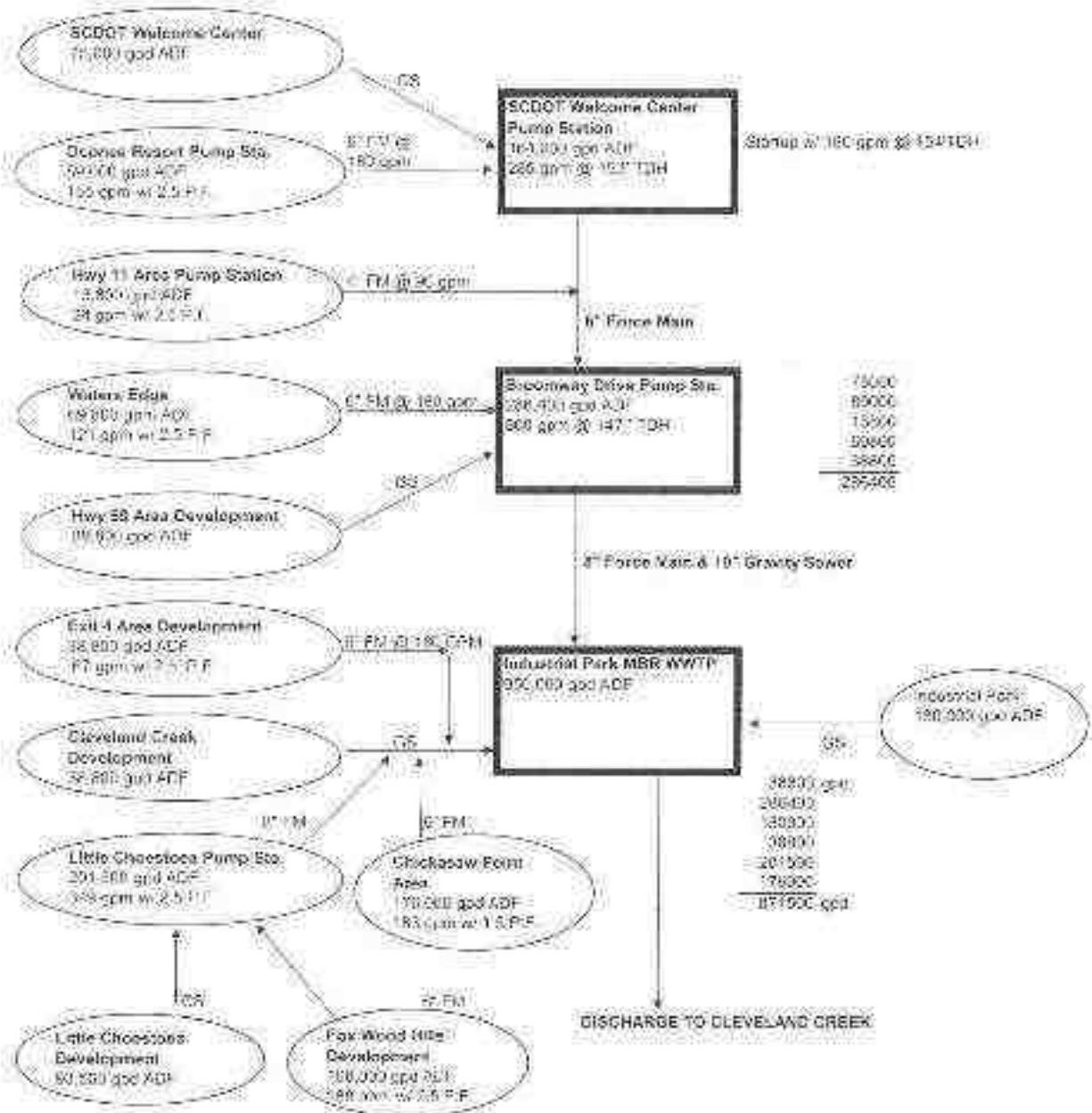
**ANTICIPATED NPDES PERMIT DISCHARGE LIMITATIONS FOR
SOUTHERN OCONEE COUNTY REGIONAL WWTP DISCHARGE OPTIONS ***

PARAMETER	CLEVELAND CREEK INDUSTRIAL PARK @ 0.95 MGD Monthly Average (mg/L)	LAKE HARTWELL SCDOT I-85 REST AREA @ 0.10 MGD Monthly Average (mg/L)
BOD ₅	10	5
TSS	30	30
NH ₃ -N	2	0.5
TRC	0.011	0.011
Fecal Coliform	200/100	200/100
Total Phosphorus	0.05	3
Total Cadmium	MR	0.00034
Total Copper	MR	0.0097
Total Lead	MR	0.0032
Total Zinc	MR	MR
Total Mercury	MR	MR

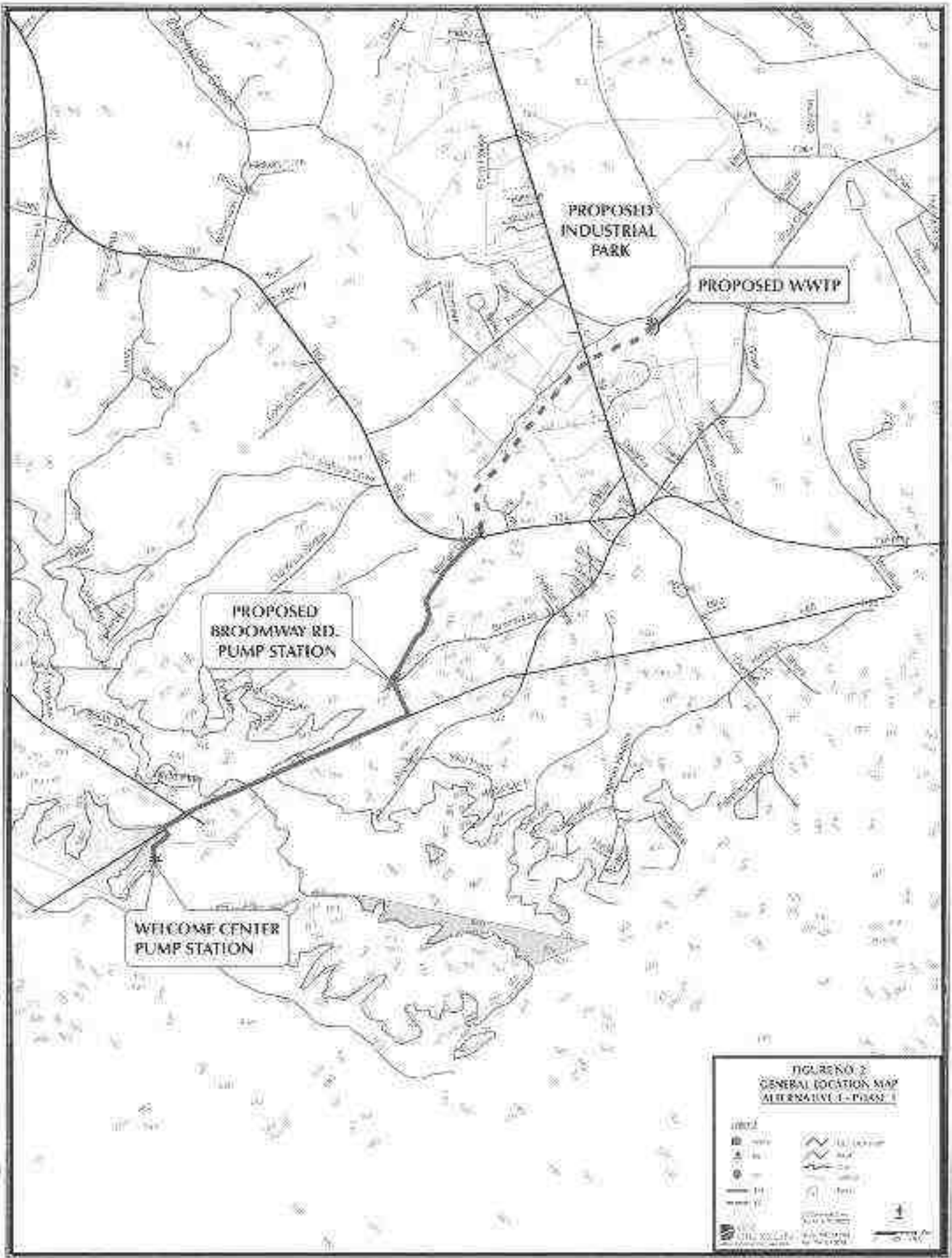
* Anticipated discharge limits are based upon DHEC Wasteload Allocations dated June, 2007 for the respective discharge locations.



ALTERNATIVE 1 SCHEMATIC DIAGRAM - REGIONAL WWTP AT OCONEE COUNTY INDUSTRIAL SITE





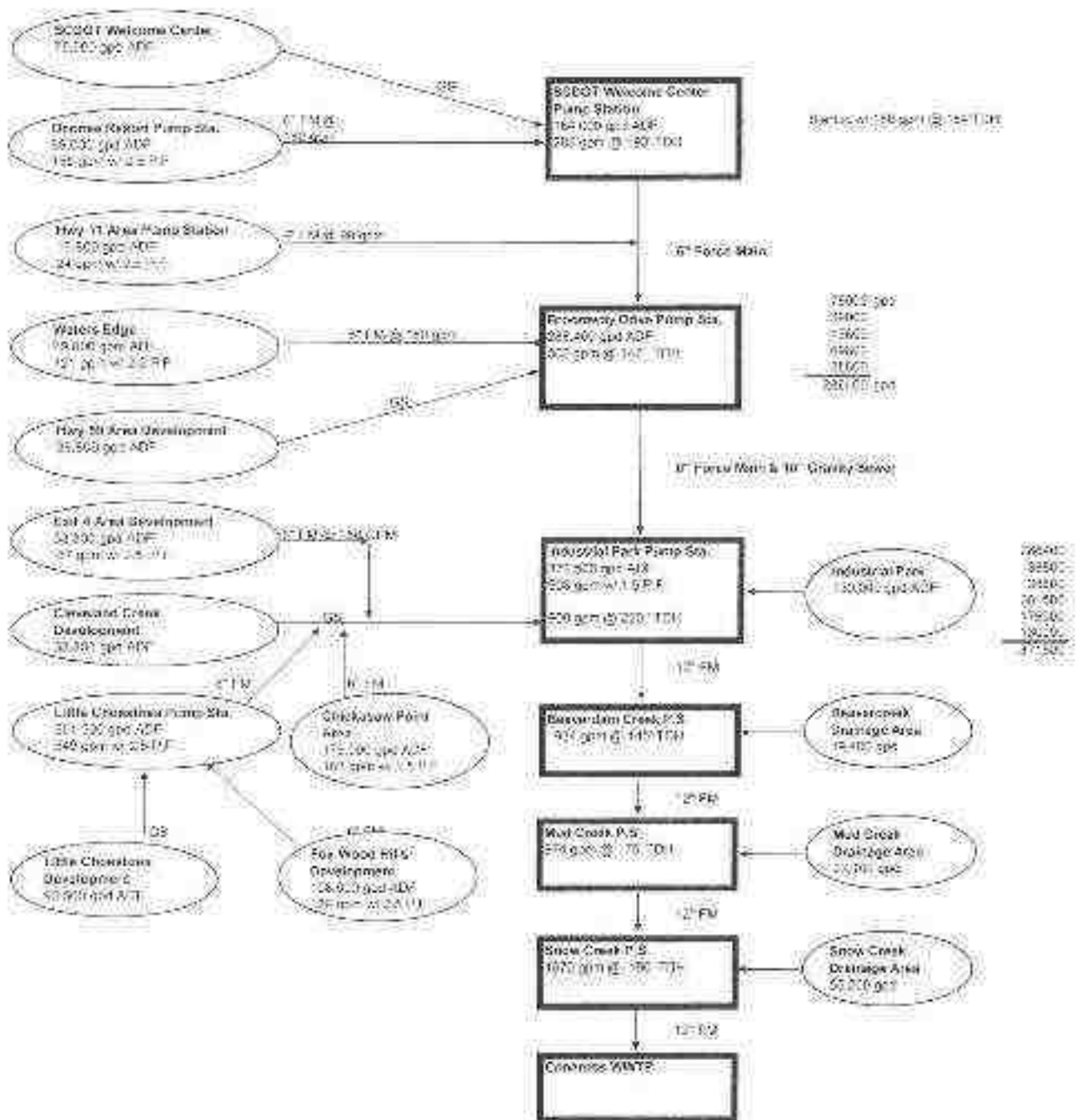


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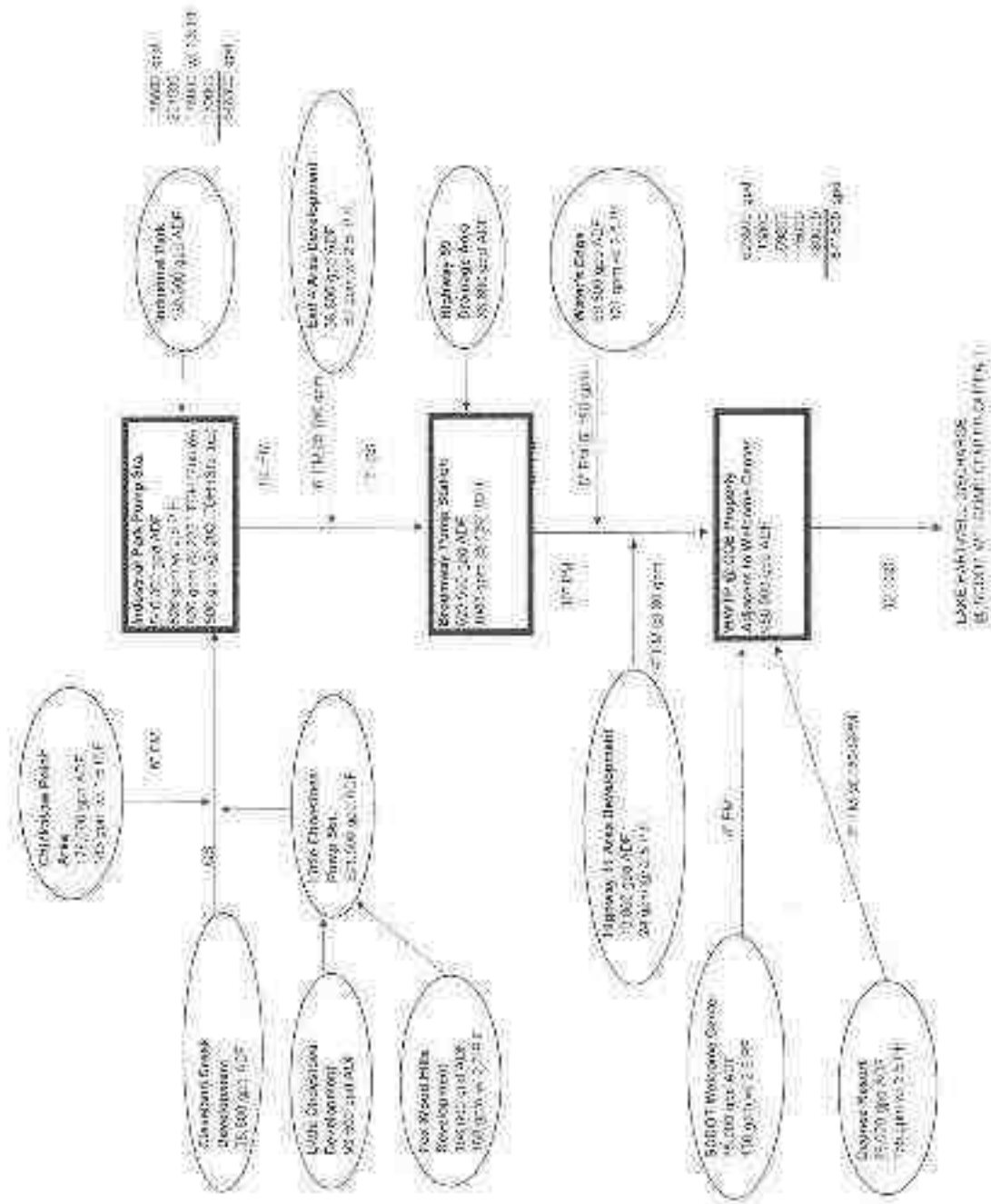


ALTERNATIVE 2 SCHEMATIC DIAGRAM - CONVEYANCE TO CONEROSS WWTP





ALTERNATIVE 3 SCHEMATIC DIAGRAM - REGIONAL WWTP AT LAKE HARTWELL SITE





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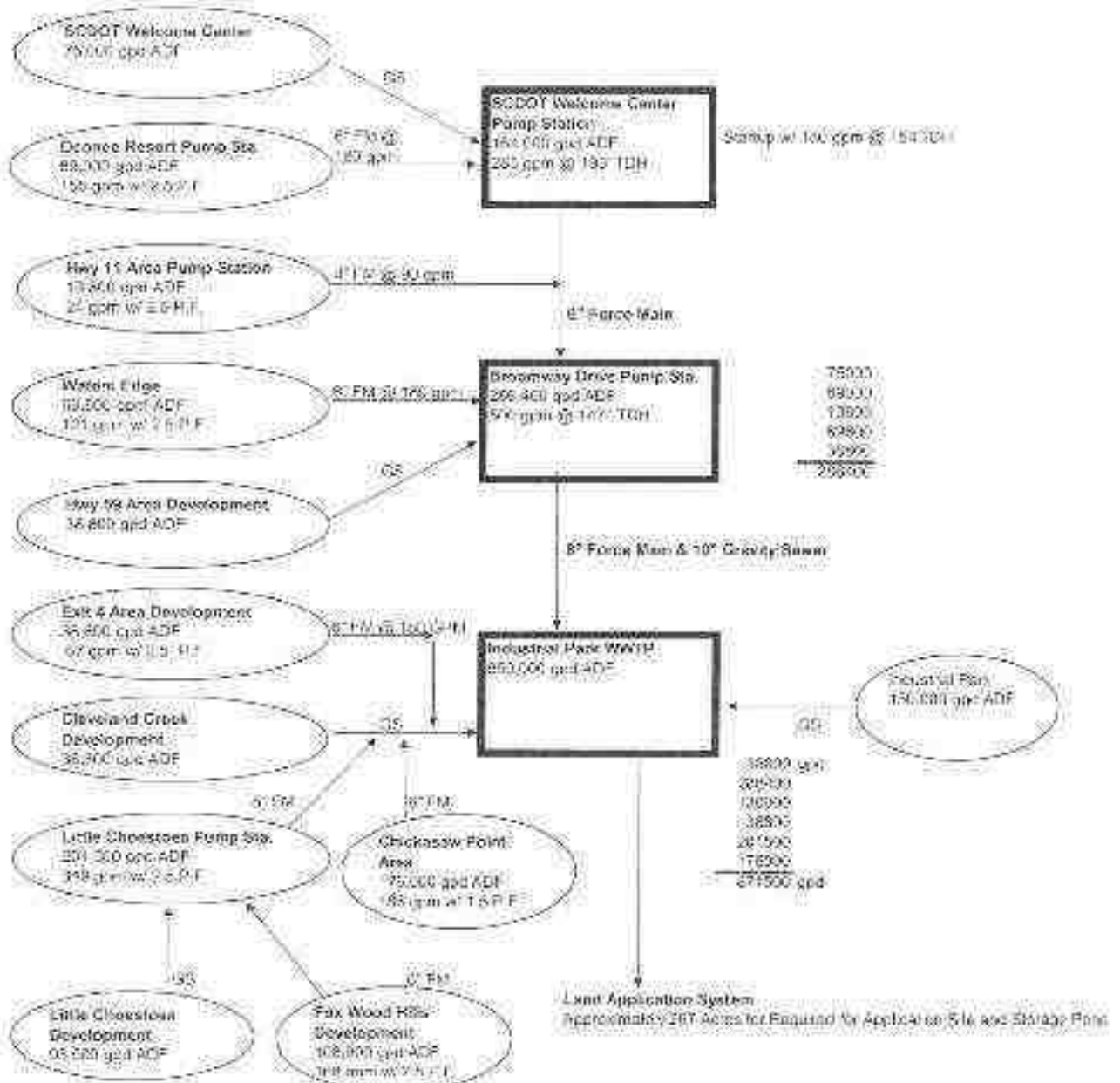
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ALTERNATIVE 4
SCHEMATIC DIAGRAM - REGIONAL WWTP AT DCONEE COUNTY INDUSTRIAL SITE WITH
LAND APPLICATION OF EFFLUENT





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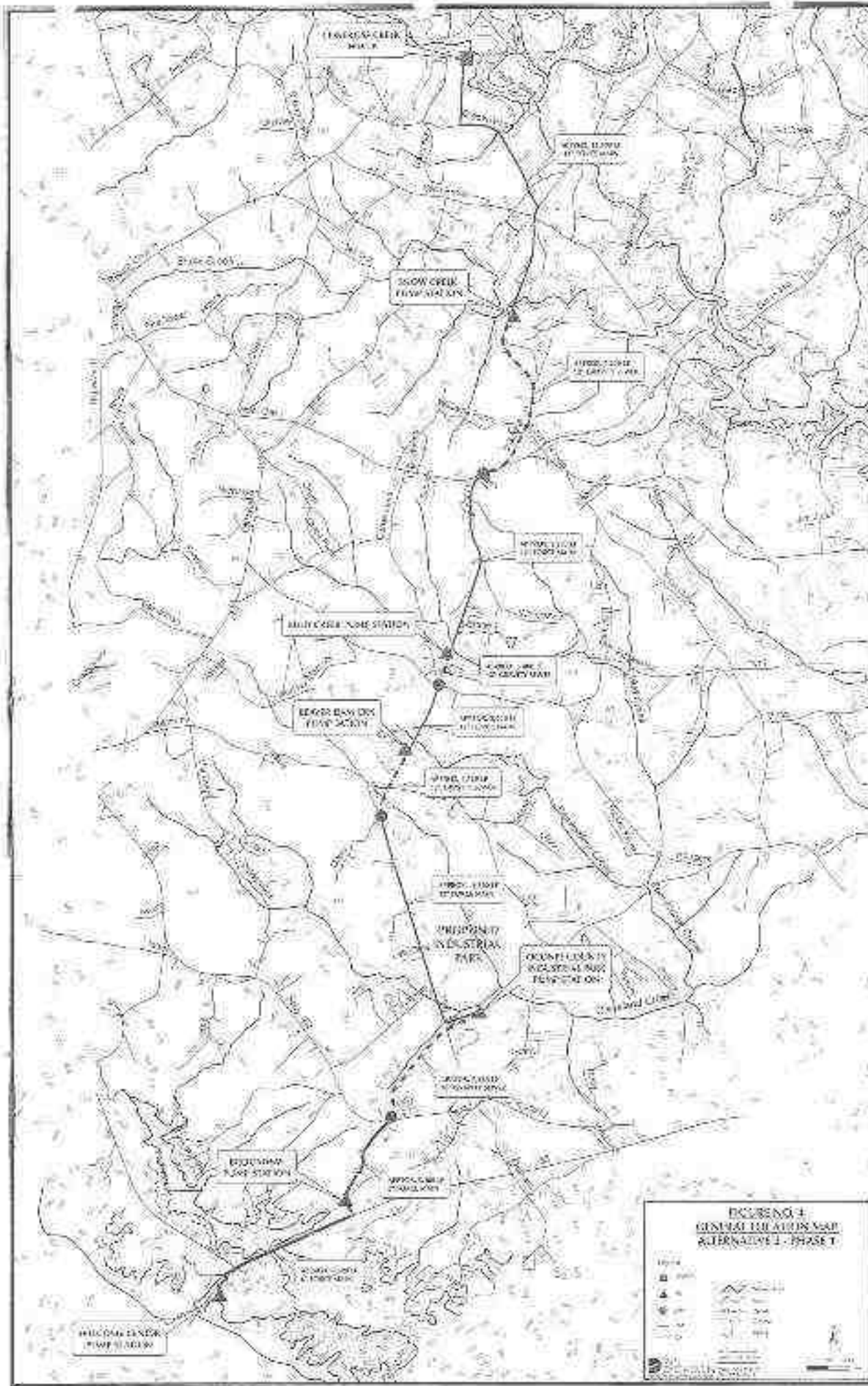
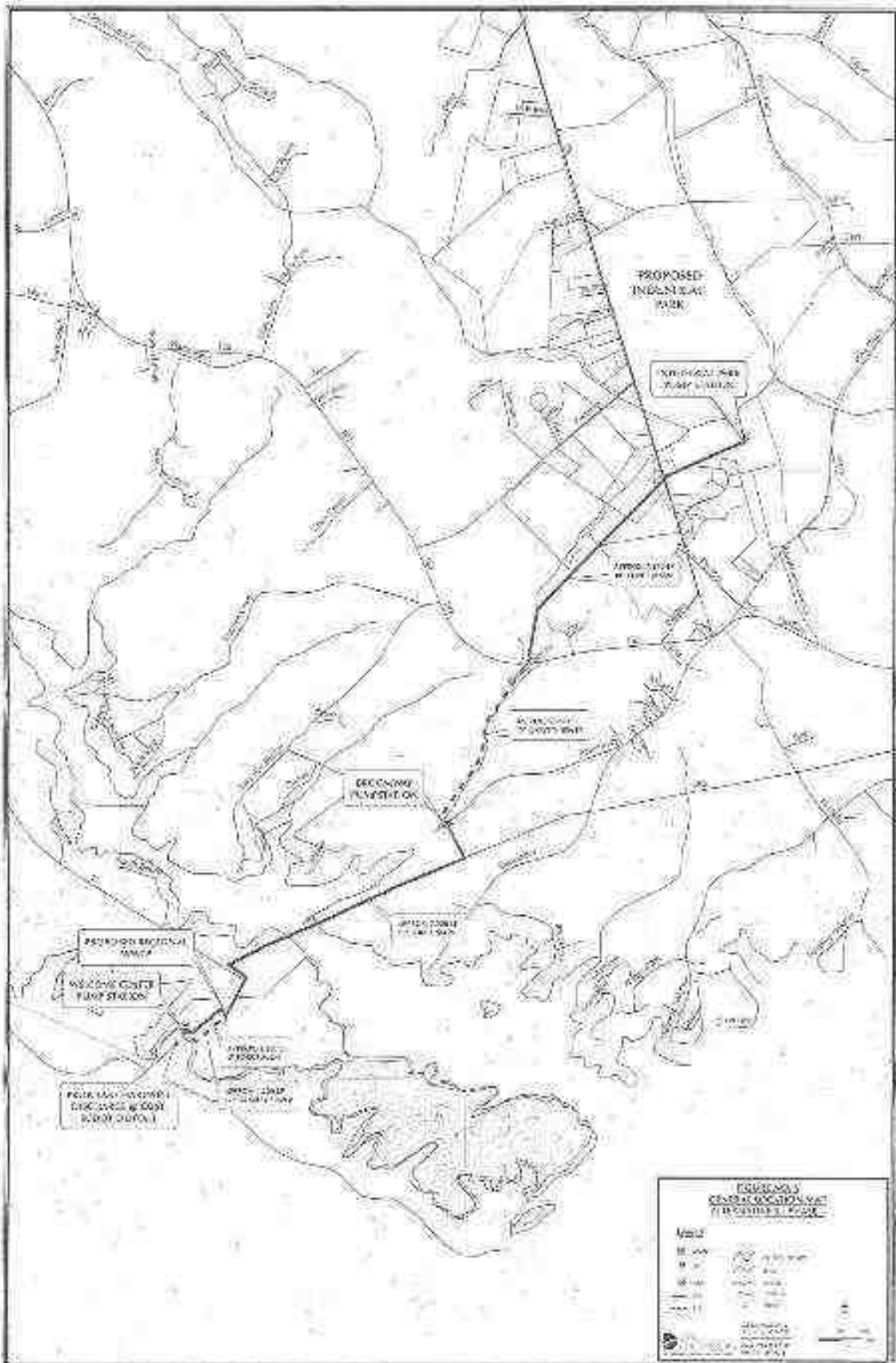


FIGURE 4
GENERAL LOCATION MAP
ALTERNATIVE 1 - PHASE 1



PROPOSED REGIONAL
WILSONS CREEK
FLOOD STATION

PROPOSED REGIONAL
WILSONS CREEK
FLOOD STATION

DECKING
PLANTED ON

PROPOSED
ROAD

PROPOSED
INDIANAS
PARK

PROPOSED
INDIANAS
PARK

PROPOSED
INDIANAS
PARK

PROPOSED
INDIANAS
PARK

LEGEND
CONSTRUCTION
INDIANAS PARK

- Road
- Proposed Road
- Proposed Road Right of Way
- Proposed Road Right of Way Boundary
- Proposed Road Right of Way Easement
- Proposed Road Right of Way Easement Boundary
- Proposed Road Right of Way Easement Easement



SUMMARY OF COST EVALUATIONS FOR I-85 WELCOME CENTER PROJECT:

August 25, 2027

Alternative No.	Description	Probable Phase 1 Construction Cost	Probable Phase 2 Construction Cost	Total Cost Phase 1 & 2	Present Worth Cost
1	Conveyance and regional treatment at Coonee County Industrial Park (250,000 gpd initial w/ expansion to 950,000 gpd in Year 10)	\$ 5,840,000	\$ 5,957,000	\$ 14,798,200	\$ 18,728,352
2	Conveyance to Coonee WWTP (Based upon future capacity of 900,500 gpd). (INCLUDES 35%GA. CAPACITY COST)	\$ 5,889,000	N/A	\$ 6,089,000	\$ 18,191,745
3	Conveyance and regional treatment at Lake Hartwell site (250,000 gpd initial w/ expansion to 950,000 gpd in Year 10) (LAKE HARTWELL DISCHARGE LIMITED TO 100,000 GPD WITHOUT DEMONSTRATED LAKE MODEL)	\$ 6,581,000	\$ 5,428,200,000	\$ 12,009,200	\$ 17,106,100
4	Conveyance and regional treatment at Coonee County Industrial Park with land application of effluent (250,000 gpd initial w/ expansion to 950,000 gpd in Year 10)	\$ 8,332,800	\$ 11,250,200	\$ 19,583,000	\$ 20,886,945
5	Initial 100,000 gpd WWTP @ Welcome Center area w/ land application and option for 3,015 discharge plus 150,000 gpd WWTP @ Industrial Park w/ conveyance to Industrial Park and expansion of WWTP to 950,000 in Year 10.	\$ 7,895,100	\$ 16,001,200	\$ 23,896,300	\$ 23,115,010
Exit 2	Gravity sewer serving Tugaloa Heights Drive & Water's Edge, Pump Station to Exit 2 area and gravity sewer to Broomway Pump Station	\$ 1,779,800	N/A	\$ 1,779,800	N/A
Exit 4	Pump station & force main to Hwy 59 with gravity sewer extending to Cleveland Creek sewer	\$ 2,157,600	N/A	\$ 2,157,600	N/A



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: August 21, 2007
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

The Nature Conservancy - Stumphouse Mountain

BACKGROUND OR HISTORY:

On August 7, 2007, Council unanimously approved funds to be contributed toward the Nature Conservancy's acquisition of the Stumphouse Mountain property. It was decided that \$200,000 should be designated to match a Recreation and Land Trust (RLT) grant from the South Carolina Department of Parks, Recreation, and Tourism. Council also committed an additional \$100,000 toward the project. Total County contributions toward the Stumphouse Mountain project total \$300,000.

SPECIAL CONSIDERATIONS OR CONCERNS:

Grant Considerations

Local government entities are the only eligible applicants for RLT grants. Acceptance of RLT funding requires that the local government entity hold title to a parcel of property equivalent in value to the amount of the grant, (\$400,000) and that the property be deed restricted for public recreational purposes. Oconee County could not transfer title of the property to a non-governmental entity. Further, it should be noted that there may be some additional closing costs involved, including:

- Legal fees for updated title search
- Title insurance
- Recording fees
- Deed description of the parcel

Payment Considerations

Council determined at the August 7, 2007 meeting that the \$300,000 contribution toward this project should come from the Local Accommodations Taxes. The Finance Director has determined that the \$300,000 should be taken from the undesignated fund balance. The balance of that account as of June 30, 2006 was \$10.8 million. The \$300,000 taken from the undesignated fund balance will be paid back from the Local Accommodations Tax over the course of 10 years. Commencing with FY 07-08, each year of the pay back period, the first \$30,000 of Local Accommodations Tax revenue will be applied toward paying back the undesignated fund balance.

STAFF RECOMMENDATIONS:

Grant Considerations

In order to take advantage of the RLT grant, either Oconee County or the City of Walhalla must serve as the applicant on the grant and hold title to a 66 acre tract. Council should provide the directive regarding this issue.

Payment Consideration

Follow payment plan as outlined above.

FINANCIAL IMPACT:

The \$300,000 will be taken from the undesignated fund balance. Commencing with FY 07-08, it is to be repaid over a 10 year period from the Local Accommodations Tax.

ATTACHMENTS:

Submitted or Prepared by:

Veronda Holcombe-Lewis

(Department Head/Elected Official)

Approved By:



DALE SURRETT,
Geonee County Administrator

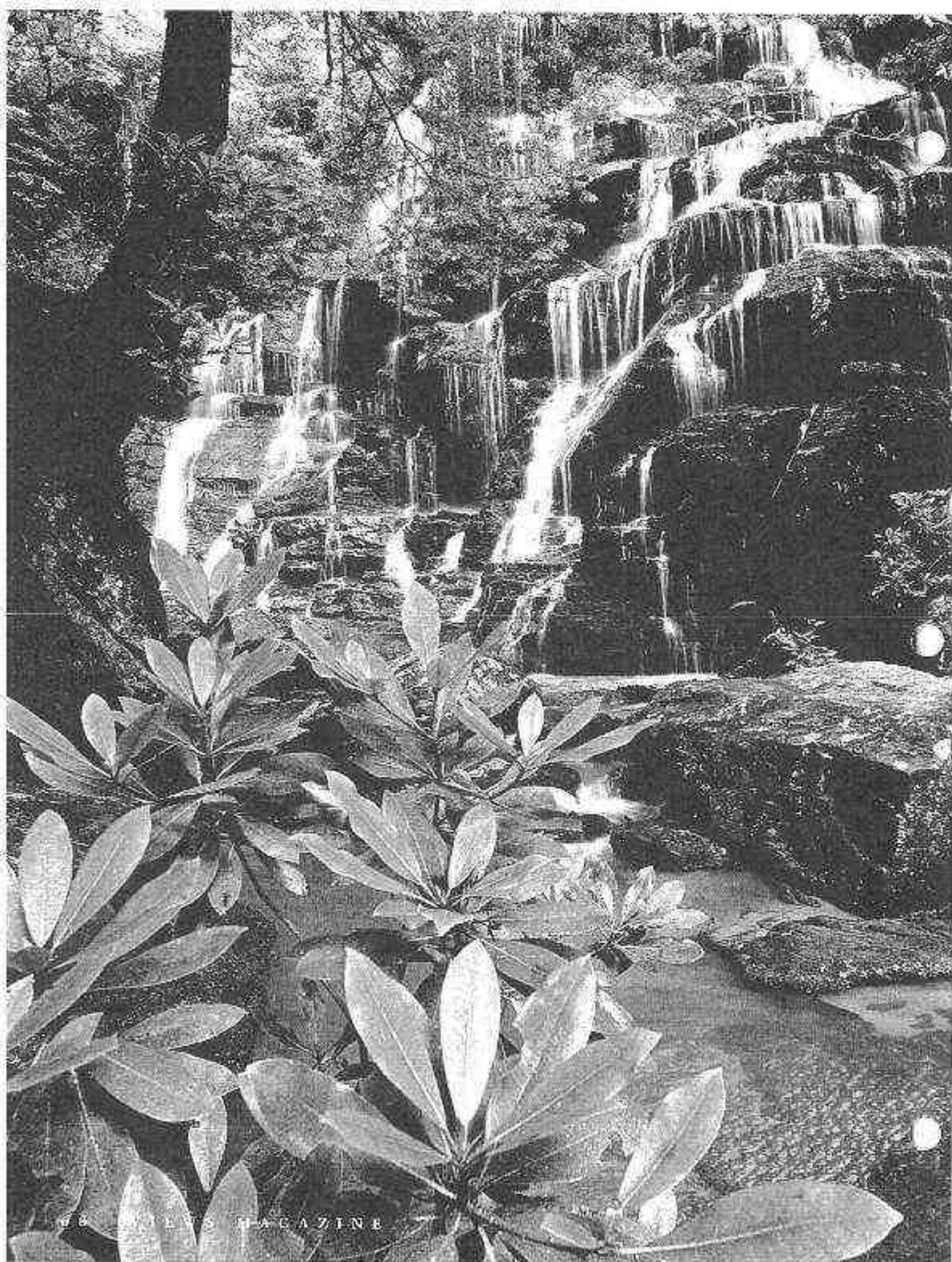
Reviewed By/ Initials:

_____ County Attorney

dsf Finance

_____ Other

C: Clerk to Council



The road from Walhalla, South Carolina, to Highlands and Cashiers has some of the area's most accessible and scenic recreation and natural areas. Stumphouse Mountain, its famous Stumphouse Mountain Tunnel, Issaquena Falls, and the mountain forest that surrounds them are one of our region's most valuable assets. An effort is underway to protect that special place for all of us.

The South Carolina Chapter of the Nature Conservancy is leading an effort to acquire and preserve Stumphouse Mountain for the public's enjoyment. But there is an extremely short timeline for the effort — the property must be paid for and acquired by August 29. An urgent effort is underway to raise the money to protect this mountain. If successful, this effort will be the culmination of an exciting story of the public seeking to protect an important community resource and an important part of their heritage.

The History of Stumphouse Mountain & Issaquena Falls

As you drive up Highway 28 in South Carolina, on your right you will see a sign for the Stumphouse Mountain Park of the City of Walhalla. This modest sign will lead you to a place that has played a leading role in much of the region's history. Before the Europeans arrived, the mountain was part of the lives of the native Americans. The Cherokee today consider this a place of reverence. There is strong evidence of one or more Cherokee burial sites on the mountain, and a local Cherokee group believes they have

located one of the burial sites. Local Cherokees visit the site regularly.

Stumphouse Mountain is also central to the story of Issaquena and the history of early European settlement in the upcountry. According to legend, Issaquena was

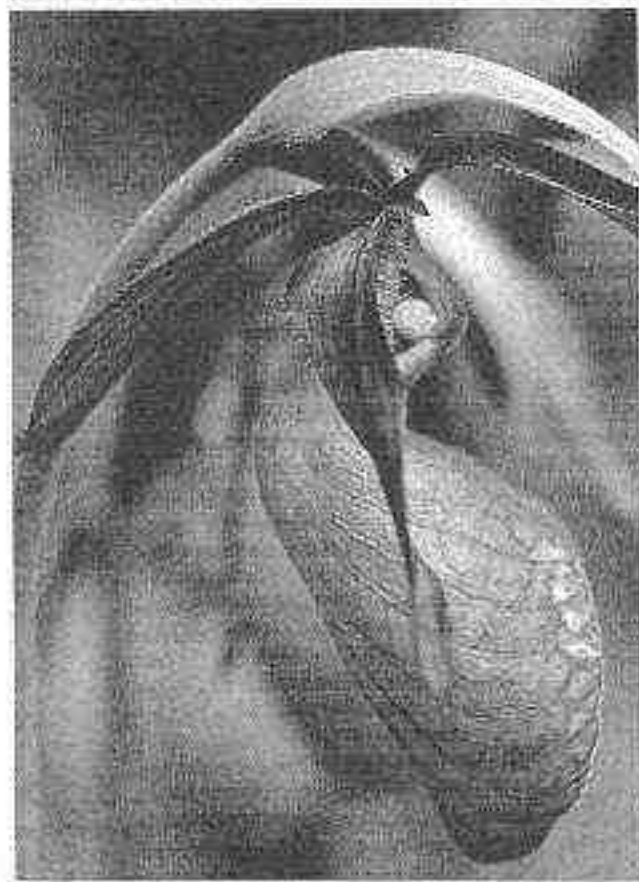
to ride to warn her lover. The legend continues that Ninety Six gets its name from the distance that Issaquena rode to sound the alarm and that other places in between — the town of Six Mile and Three and Twenty Creek, for example — are named for the distances along the way of Issaquena's ride.

The legend continues that Issaquena's warning was successful, she married her boyfriend, and they moved to the mountain above Walhalla, where they built a house of logs and stumps. Thus, the mountain took on the name Stumphouse Mountain. When the Cherokees came to retaliate for her warning, Issaquena took her young daughter and jumped off the famous falls, but in fact landed on a ledge behind the falls to herself. The Cherokees, either thinking that Issaquena and her daughter had perished or believing that evil spirits lived in the falls, retreated, and Issaquena and her family survived. As a result, Issaquena's name is associated with the scenic falls to this day.

Once the United States was established and the North and the South moved toward conflict, Stumphouse Mountain again became a focal point of history. John C. Calhoun had a vision of connecting the agricultural South with the markets of the Midwest. He envisioned a railroad from Charleston to Knoxville and ultimately to Ohio. The key initial step was to get through South Carolina's Blue Ridge Mountains.

Here on Stumphouse in the 1850s, the Blue Ridge Railroad attempted to blast its way to the Tennessee. Three tunnels remain on

The Natural Beauty Of Stumphouse Mountain & Issaquena Falls



By Kristin Austin
Photography: Lynne Scoppa & Bill Robertson

a young Creek woman who lived with the Cherokees. She fell in love with a European trader at the trading post now known as the town of Ninety Six in Greenwood County. Issaquena, in her Cherokee town of Knowee, heard of a plan to raid the trading post and jumped on a pony

the mountain — the famous Stumphouse Mountain Tunnel, part of the Wauhatchie park and now owned by Clemson University — and two other tunnels on the side of the mountain. A rail bed was also constructed, and it remains on the side of the mountain today.

However, the race of Stumphouse, the financial cost, and the impending Civil War stymied the railroad's backers and the effort failed. The South was not connected with the Midwest, and ultimately the industrial and financial strength of the North and the Midwest won too much for the agrarian South. In a sense, Stumphouse is the site of one of the key battles of the Civil War, which took place before the first shot was fired.

The Blue Ridge Railroad left more behind, though, beyond three tunnels and a rail bed. To build the rail road, the company brought hundreds of Irish laborers and railroad

engineers to Stumphouse Mountain. During the 1850s, there was a working community on the mountain. After the railroad collapsed, many of the workers and engineers stayed behind, and their descendants are scattered throughout the area.

In the 20th Century, Stumphouse Mountain was the site of one of the signature research projects of Clemson University. A Clemson professor determined that the Stumphouse Tunnel provided an ideal place and temperature to cultivate blue cheese. He was successful. Ultimately, Clemson's cheese production was moved to a more convenient location at the University, but Stumphouse played a role in creating one of Clemson's most famous products.

In recent years, the Boy Scouts have cleared a trail along the old rail bed, and the City of Wauhatchie has operated a small park including the Stumphouse Tunnel and Issaquena Falls.

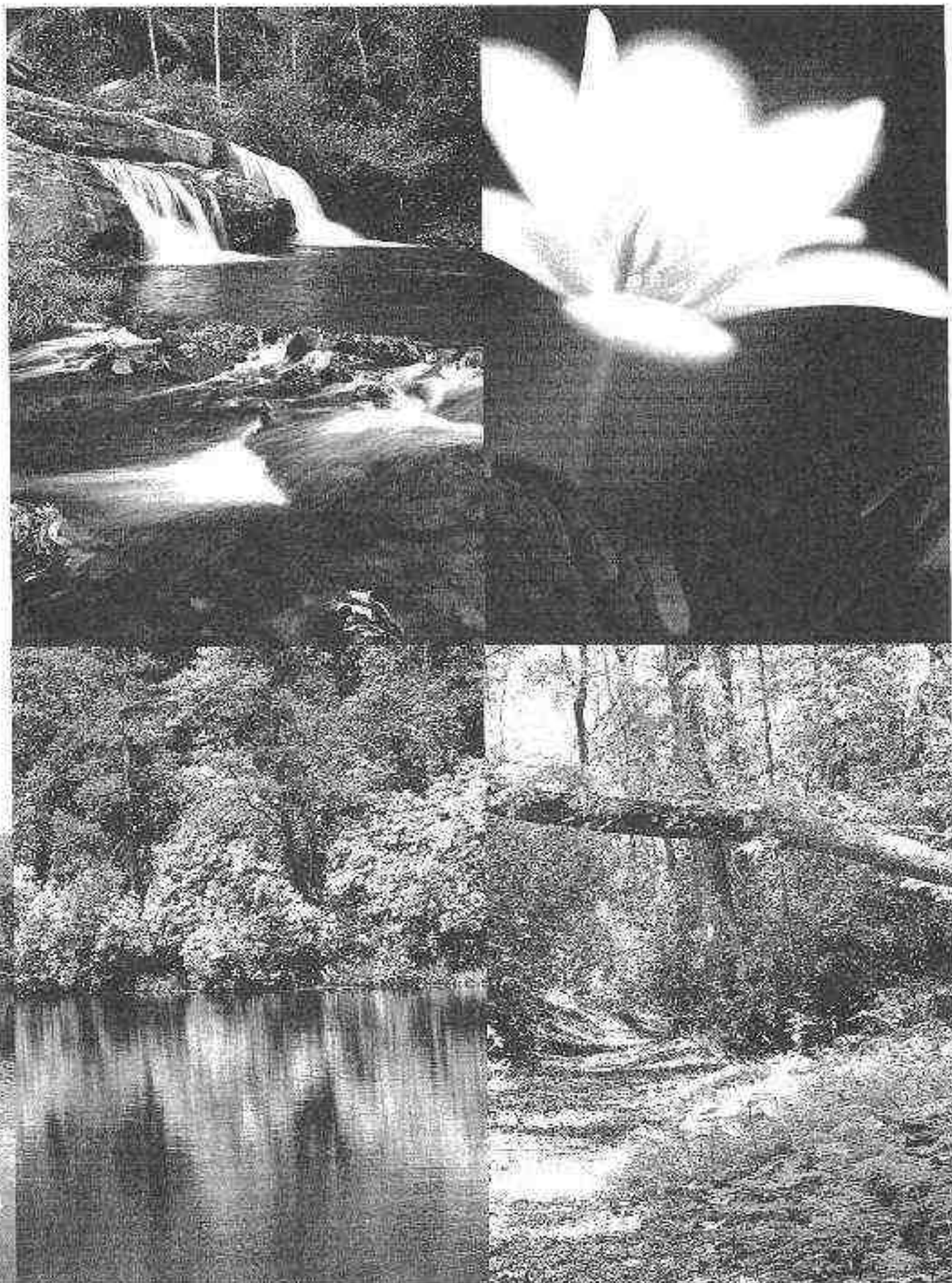
The Natural Beauty of Stumphouse Mountain and Issaquena Falls

As historic as the mountain is, Stumphouse and Issaquena Falls are much more than history. They are also scenic, natural, and biological jewels.

The star of Stumphouse is Issaquena Falls. It is very accessible, just off Highway 28. It is part of Wauhatchie's park and just a short walk from the parking area. There is a viewing stand down the falls where families can get a full view of Issaquena's glory. In the fall and winter, Issaquena can be seen from Highway 28 across the gorge. Issaquena Falls is one of the region's most noteworthy natural landmarks.

The falls and the mountain are part of the Blue Ridge escarpment, an 860,000-acre landscape in the Southern Blue Ridge Region. A startling terrain of sheer rock faces, high ridges, rugged peaks, raging rivers and





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Outdoor Pool

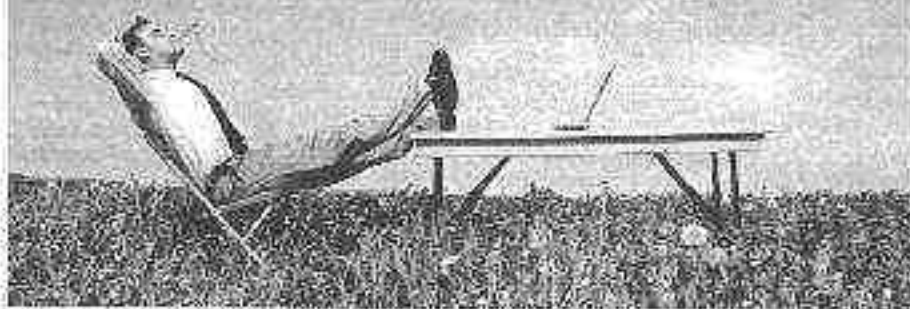
Points of Interest: Piedmont College,
Charleston National Forest and the
Appalachian Trail, Tallulah Gorge, Lake
Burton, Atlanta Dragway, Habersham
Winery, Aunt Ruby Falls.

Restaurants Nearby: The Beef Barron,
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countless waterfalls; the landscape stretches in a 12- to 15-mile band for more than 85 miles from Hickory Nut Gorge in North Carolina to the Chattooga River in Georgia. Almost half of the area—over 400,000 acres—lies in the northwestern corner of South Carolina. High rainfall, a diversity of elevation, rushing rivers cascading through deep gorges, and extensive forest blocks make the Southern Blue Ridge Escarpment an unparalleled natural wonder, ranking near the top in terms of plant and animal diversity and abundance in the United States. In 1998 The Nature Conservancy named this landscape a global biological hotspot. Due to this outstanding biodiversity, the South Carolina chapter opened an office in the upstate in 2001 to deepen our conservation commitment to the area and to work in partnership across state lines with the North Carolina chapter.

Sumphouse Mountain is in the heart of the Southern Blue Ridge Escarpment. Sumphouse Mountain harbors an abundance of plant and animal diversity that reflects the ecological character of the Southern Blue Ridge Escarpment's global significance. Sumphouse harbors cove hardwood forests with a diversity of wildflower species. The centerpiece of the site is Issaquena Falls, over 100-foot waterfall that creates the unique spray cliff plant community.

The property is important habitat for a large number of plant and animal species. Sumphouse tract supports two major forest types: bass-cove hardwood and oak-hickory. Cove hardwood forests are found only in the Southern Appalachians and are uncommon in South Carolina's mountains. This forest community supports an array of showy wildflower species. In just an initial survey, Clemson University professor Dr. Patrick McMillan has tallied 144 plant species on Sumphouse. Notable species include the state rare showy orchid (*Oreia spectabilis*),

sharp-lobed liverleaf (*Hepatica acutilobata*), pink lady's slipper (*Cypripedium acaule*) and Casey's trillium (*Trillium natashae*). The rarest wildflower species record to date on Stumphouse Mountain is the federally endangered smooth purple coneflower (*Echinacea laevigata*).

Due to Stumphouse Mountain's geographic location along a north-south migratory route through the southern Appalachians, it is a seasonal home to a number of neotropical migrants. The contrast in habitats on the mountain also increases the bird diversity found in the area. There are early succession forests, following timber harvesting, where one can find species such as the yellow-throated warbler, prairie warbler and yellow-breasted chat. There are also large stands of mature hardwood forests. Here, birds such as worm-eating warbler, Acadian flycatcher and black-throated green warbler are found.

Stumphouse also provides critical wildlife habitat. The three-old railroad tunnels provide a cave-like environment that is ideal for bats. Six species have been documented at the site: northern long-eared bats, eastern pipistrelles, red bats, little brown bats, big brown bats and the Rafinesque's big-eared bat. The rarest is the Rafinesque, whose population is stable globally but is rare in the Southern Blue Ridge ecoregion.

Finally, the mountain harbors the headwaters for one of the tributaries that form Lake Keowee, one of the area's principal natural resources. Cain Creek starts on the Walhalla watershed property, flows over Issaquena Falls, and then eventually empties into Lake Keowee.

The Challenge

Perhaps because of Walhalla's Park and the nearby Sumter National Forest, most people had assumed that Stumphouse Mountain, its historical sites, and Issaquena Falls

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were in public ownership and that public access to them could be taken for granted. Unfortunately, that was not true. While Stumpouse Tunnel itself is owned by Clemson University, Walhalla's city park and Issaqueena Falls are privately owned. Walhalla only has a lease for their use, and the lease can be terminated on very short notice. Further, Walhalla owns an old watershed property right behind the Tunnel which is not protected from development, and the rest of the surrounding area is privately owned. The public is not guaranteed permanent access to any of the area.

The vulnerable state of this very special area is very troubling, because of the tremendous development pressure growing in South Carolina and particularly in the mountains. Over a million people are projected to move to South Carolina in the next 15 to 20 years. Although South Carolina is the 49th state in size, the conversion rate of rural and farmlands to urban uses is 10th in the nation. The Blue Ridge mountains are truly under siege with development pressure.

Earlier this year, the precarious status of Stumpouse Mountain and Issaqueena Falls was brought dramatically to the public's attention. In January, the public learned that a Florida developer was planning to purchase approximately 1,000 acres of Stumpouse Mountain including the Walhalla watershed property and a neighboring private tract of over 500 acres.

Walhalla and Oconee County residents responded with a public outcry to persuade the Walhalla City Council to prevent his lease. Through three public meetings and a petition drive of over 1,500 signatures, local citizens made clear that they wanted Stumpouse Mountain and Issaqueena Falls protected for the present and posterity. In March, Walhalla City Council voted unanimously to join with

Upstate Forever, a conservation group based in the upstate of South Carolina, in an application to the South Carolina Conservation Bank for funding for a conservation easement to protect the City's 640-acre watershed property.

In June, the Conservation Bank voted unanimously to make the grant and thus provided over \$1.2 million to fund a conservation easement for the Walhalla watershed property. If the Walhalla City Council votes to enter into the easement and accept the funding, then the Walhalla watershed property will be protected forever from development. Walhalla will continue to own the property. Walhalla can use the property as a watershed, a public park, or for hunting and other appropriate recreational activities.

There remained, however, the neighboring private property. After a great deal of work, the Nature Conservancy has entered into a contract with local families to purchase the neighboring 511 acres. This property includes Issaqueena Falls itself; the Boy Scout trail that runs along the old rail bed, the two other tunnels that were blasted into the mountain in the 1850s, and magnificent hardwood forests populated by beautiful native plants, birds, and animals. This property also includes a significant part of the watershed of the Blue Ridge mountains along Highway 28. In short, acquiring this property is key to protecting Stumpouse Mountain and Issaqueena Falls.

To date, the Nature Conservancy has had great success in raising funds to acquire the property, but there is still a significant way to go. The South Carolina Department of Natural Resources has committed \$1.5 million. If the effort is successful, the Nature Conservancy plans to donate Issaqueena Falls to the City of Walhalla, subject to the protection of a conservation easement, so be part of

the City's park. Thus, the future of the Walhalla park will be secured. The remainder of the 511 acre tract will be turned over the Department of Natural Resources to be a Heritage Trust Preserve, the highest level of protection of state lands in South Carolina, in recognition of its historic and natural significance to the state. Thus, public access to Stumpouse Mountain will be assured—but only if the necessary funds are raised.

In addition, the Graham Foundation, based in Greenville, has committed \$180,000 to the project. However, the Nature Conservancy must raise an additional \$1.4 million. And, the transaction is scheduled to be closed in early September. Thus, there is great urgency to raise funds quickly to protect this regional treasure.

Many individuals are responding to the call! If you would like to help, you can send contributions to The Nature Conservancy, Save Stumpouse Mountain, 2231 Osceola Street, Suite 100, Columbia, SC 29205, or call (803) 254-9049 x12 or fax (803) 252-7134 for credit card donations.

A Happy Ending?

If the Nature Conservancy succeeds in its fundraising effort and if Walhalla City Council goes through with the protection of its watershed property, the entire area can celebrate a major accomplishment. We will have all protected Stumpouse Mountain, Issaqueena Falls, and their beautiful surroundings for ourselves and for future generations. If you have not visited the mountains and the falls, you owe it to yourselves to do so. Just drive down the road, turn into the Walhalla City Park, and experience the glorious beauty of this area we call home.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 08/21/2007
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

CABLE TV AUDIT

BACKGROUND OR HISTORY:

THE COUNTY HAS TWO CABLE COMPANIES OPERATING IN THE COUNTY UNDER FRANCHISE AGREEMENTS. THE REVENUE FROM NORTHLAND CABLE IS APPROXIMATELY \$40,000 ANNUALLY AND THE REVENUE FROM CHARTER COMMUNICATIONS IS APPROXIMATELY \$30,000.

THE PROPOSED CONTRACT IS WITH A COMPANY THAT EMPLOYS FORMER CABLE TV EMPLOYEES TO AUDIT THE RECORDS OF CABLE TV COMPANIES TO DETERMINE THEIR COMPLIANCE WITH THE CONDITIONS OF THEIR FRANCHISE.

SPECIAL CONSIDERATIONS OR CONCERNS:

NONE

STAFF RECOMMENDATION:

COUNTY ADMINISTRATOR RECOMMENDS APPROVAL OF THE CONTRACT.


FINANCIAL IMPACT:

THE CONTRACTOR WOULD RECEIVE 50% OF ANY FUNDS RECOVERED. THIS VENDOR IS APPROVED BY SCAC.

ATTACHMENTS:

AUDIT AGREEMENT

Submitted or Prepared by:



(Department Head/Elected Official)

Approved By:



Dale Surratt,
Geonce County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council



TELECOMMUNICATIONS CONSULTING ASSOCIATES

101 Flat Rock Gap Road

Waynesville, NC 28785

munihelp@bellsouth.net www.munihelp.com

828-627-8415(O) 828-627-8505(F)

November 16, 2006

Dale Surratt, County Administrator
Oconee County
415 South Pine Street
Walhalla, SC 29691

Dear Dale,

I enjoyed speaking with you at SCAC about conducting a cable television audit of Charter and any other cable companies in Oconee County. The new SC legislation will limit your ability to audit Charter Communications to 3 years and will also disallow contingency fee audits as soon as Charter and Northland are issued State issued Certificates. Most communities simply cannot afford to have a professional audit of one year if it is fee based.

While I can never promise that I will find underpayments during an audit, I am confident that we will discover some level of discrepancies in Oconee County based on my past experience with the various companies. I am including in this correspondence a detailed description of my Scope of Work, an agreement and a list of my references. Included in my Scope of Work are the following activities:

- Review the County's existing enabling ordinance, if one exists, and make recommendations to enhance it to be in compliance with recent FCC and legislative directives as well as typical municipal protections.
- Review all transfer and assignment documents.
- Review the existing franchise agreements with Charter, and other companies and make recommendations for changes either at a renewal interval or transfer.
- Conduct a non-compliance audit relating to all of the cable company's record and report requirements in the current franchises.
- Review the correspondence file between Charter and others and the County to understand any initiatives or agendas the cable companies may have undertaken.
- I will conduct a franchise fee audit for Charter and others as far back as we can based on any limiting language in either the franchise agreements or the County's code of ordinances. At the very least we will go back to January 1, 2004. I will make this determination after I have reviewed these documents, and spoke with you. This process will commence with my drafting letters for you to place on your letterhead to Charter and others requesting certain documents heretofore unavailable to the County. Once the fee audit is completed, the data will be presented in spreadsheet form and will detail any payment discrepancies and penalties.
- I will provide the County with a brand new franchise agreement that I have negotiated with the various cable companies to be used in the County when the

existing franchises expire.

- Finally, I will draft all correspondence to each company for you to cut and paste to your letterhead. This correspondence will detail the findings and make demand for any restitution or submission of additional data, such as secondary address research.

After this work is complete, I will draft a Summary Report detailing all of my findings. This report generally is 7-10 pages and includes all spreadsheet documentation. The fee for providing all of the above items is a 50% contingency fee basis. This places 100% of the risk on our firm. If we find nothing, you pay nothing and if we are successful in getting a recovery for the County, then we split it. I have attached a contingency fee proposal at the end of this letter.

I look forward to hearing from you and please call if you have any questions.

Sincerely,

John C. Howell

John C. Howell

**The Howell Group, LLC, dba
Telecommunications Consulting Associates
Service Agreement**

Oconee County, South Carolina (Local Franchising Authority, LFA) hereby agrees to hire Telecommunications Consulting Associates (TCA) for the purposes set forth below in the Scope of Work and more fully described in the attached correspondence from John Howell dated August 10, 2007.

Scope of Work

TCA is authorized review the following documents for franchise compliance and accuracy. These documents will be delivered to TCA via mail or as otherwise agreed upon.

- Copies of the cable television enabling ordinance, (Previous and current)
- Copies of all existing franchise agreements. (Previous and current)
- Copies of all franchise transfer agreements or ordinances.
- Copies of proposed franchise agreements.
- Franchise fee payment history for at least the last three (3) years, including payments, back-up documentation and any other pertinent information relating to franchise fee payments.
- Any correspondence between the Authority and any cable operator.

Terms of Payment

Audit Fee: This audit Scope of Work will be billed at 50% of any funds that are recovered by the LFA as a result of our audit. This audit scope of work is delineated in a letter from John Howell, which is attached hereto and incorporated by reference.

Payment to TCA of the Percentage Compensation shall be due 20 days following LFA's receipt of any monies recovered either as settlement, refund, credit, trade out, service in kind or as an award from the franchised cable operator.

DATE _____

On behalf of The County of Oconee, South Carolina

DATE August 10, 2007



John C. Howell, TCA

TCA, 101 Flat Rock Gap Road, Waynesville, NC 28785 (PHONE) 828-627-8415 (FAX) 828-627-8505



Municipal Telecommunications Experts
office: 828-627-8415 fax: 828-627-9505

101 Flat Rock Gap Road, Way
email: munihelp@bellsouth.net

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Our Work With Clients

TCA has worked extensively with a number of diverse cities and counties throughout the Country. Please take a moment to review a few detailed descriptions of specific work we have done for clients:

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Buncombe County, NC

Working for nearly one year, Tire Howell Group initially audited the franchise fee payments made by their cable operator governed by three separate franchise agreements. The audit revealed a payment discrepancy of several hundred thousand dollars. The franchise fee and compliance audit were then used to draft a new franchise that would combine two active franchises with an expired franchise.

The new agreement contained state of the art franchise requirements such as updated customer service standards, liquidated damages and a much stricter line extension policy. The franchise fee payment discrepancy was traded for a 10 Mbps connection for the entire school system for the life of the agreement conservatively estimated at \$1,138,000. The total value to the County of all terms in the new franchise was \$16,500,000 in present day dollars, including grants and on going support for the PEG channels and a Media Arts Center in the amount of \$2,676,960.

Upon reviewing this agreement, County Commission Chair Nathan Ramsey remarked, "Comparing this agreement to those in the surrounding cities and counties that our cable operator serves, it is clear that Buncombe County achieved significantly more in terms of public support concessions. There has been a lot of work put into this by Mr. Howell and a lot of people, including our citizens' task force. The Board is very grateful to all those involved and happy to say that their efforts appear to have paid off."

Cleveland, TN

The Howell Group conducted a franchise fee audit for the City of Cleveland, TN. The audit revealed that the local cable operator had failed to pay the City \$67,000 in franchise fees over the last 3 years. In lieu of assessing an appropriate interest penalty for the under payment, The Howell Group was successful in reopening the franchise, which still had 11 years to go.

Mr. Howell was able to redefine the definition of gross revenues and increase the franchise fee from 3% to 5%, the maximum allowed under law. The resulting financial gain for the city was approximately \$900,540 in additional franchise fee revenue bringing the total to just under \$1,000,000.

Following Mr. Howell's presentation to the City, the Mayor suggested that every city needed a John Howell representing them.

Polk County, NC

Polk County, NC was the recipient of a \$375,000 grant made to e-Polk to construct a fiber optics Municipal Area Network connecting the two main business corridors of the County. Working over a 3-week period, The Howell Group conducted a physical ride-out of the proposed fiber route, interviewed potential users of the network and developed a strategic alternatives study, which was presented to the Steering Committee. The Strategic Alternative study investigated all of the various construction options, including cost estimates for each. It highlighted the strengths and weaknesses of owning or leasing the network and proposed a business case for aggregating the Internet data usage along the route for resale.

"John Howell is associated with Polk County and our e-Polk project and he has done exceptional work. His ideas are innovative and certainly well worth presenting to others. I highly recommend him as a speaker for a municipal conference." -- *Karim Shihata, Polk County Manager*

Simpsonville, SC

The Howell Group conducted a franchise fee audit in Simpsonville, SC and discovered that the local cable operator had underpaid the City approximately \$30,000. The City was also at a standstill in their cable television franchise negotiations. The existing franchise had expired several years earlier and the City was unable to complete a renewal.

Mr. Howell successfully negotiated a new franchise and in the process created a draft agreement that was successfully used with this cable operator in numerous other negotiations. In lieu of forcing the cable operator to pay the fee discrepancy and pass it through to the customers, Mr. Howell was successful in trading the underpayment for high-speed cable modem service to all of the City's offices and buildings for the term of the franchise at no charge.

"We have recently had the pleasure of working with Mr. John Howell from Waynesville, NC on our cable franchise renewal. He did an audit for us and he consulted and negotiated our new cable franchise agreement. We found him to be a valuable resource for a City of our size. He found that our cable company owed us a great deal of money and we were able to use that leverage in our negotiations." -- *David Holmes, City Attorney*

TCA Clients Include:**North Carolina:**

Counties of Avery, Buncombe, Haywood, Cherokee, Caldwell, Mitchell, McDowell, Polk, Wayne, Franklin, Stanly, Alexander, Halifax, Watauga and Henderson. Cities of Sylva, Spruce Pine, Scotland Neck, Bakersville, Waynesville, Winston-Salem, Belmont, Mount Holly, Fletcher, West Jefferson, Tryon, Boone, Banner Elk, Beech Mountain, Sugar Mountain, Seven Devils, Carolina Beach and Thomasville.

Tennessee:

Cleveland, Elizabethton, Knoxville, Clinton, Johnson City, Bristol, Bolivar,

LaVergne, Morristown, Waynesboro, Surgoinsville, Paris, Milan, Savannah, Mount Carmel, Pulaski, Goodlettsville, Clarksville, Newport, Tullahoma, Sevierville, Shelbyville and Henry County.

Georgia:

Peachtree City, Woodstock, Dalton and Athens; The Counties of Clarke, Polk, Crisp, Dougherty, Cherokee, Whitfield, Fayette, Barrow, Baldwin, Bulloch, Columbia, Floyd, Jackson, Jefferson, Jenkins, Oconee, Sumter, Union, Murray, Coweta, Dade, Echols, Hall and Upson.

South Carolina:

Gray Court, Greenwood, Greer, Simpsonville, Spartanburg, Greenville, Mauldin, Seneca, Clemson, Gaffney, Pickens, Sumter, Travelers Rest, Clinton and Central; The Counties of Dorchester, Cherokee, Spartanburg, Union, Greenville, Laurens, Orangeburg and Horry.

Others:

Fayette County, GA Water Department, Randolph Community College, Southwestern Community College, Biltmore Farms Development, Balsam Mountain Preserve, Education and Research Consortium, NC Rural Economic Development Agency, Advantage West, South Carolina Appalachian Council of Governments, South Carolina Upper Savannah Council of Governments, South Carolina City-County Managers Association, Tennessee Municipal League, Tennessee City Managers Association, Association of County Commissioners of Georgia.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: August 21, 2007
COUNCIL MEETING TIME: 3:00 PM

ITEM TITLE OR DESCRIPTION:

Public Hearing and Third Reading of Ordinance No. 2007-12, Amendment to a Fee-In-Lieu-Of-Tax Agreement (FILOT) with Johnson Controls Battery Group, Inc.

BACKGROUND OR HISTORY:

County Council approved a FILOT Agreement with Johnson Controls Battery Group in December 2003. Johnson Controls agreed to invest at least \$20,000,000 by December of 2008. They have met that investment agreement already and are seeking to extend that agreement based on investing an additional \$8.9M within the next 5 years.

SPECIAL CONSIDERATIONS OR CONCERNS:

Johnson Controls Inc. has continued to be a strong supporter of our region with their investments and the creation of new jobs. Although the FILOT Agreement extension does not require job creation, approximately 10 new jobs will be added to the Johnson Controls operation.

STAFF RECOMMENDATIONS FOR COMMITTEE ACTION:


Recommend approval of the extension of this agreement.

FINANCIAL IMPACT:

Enhancement of Oconee County Tax Base and retention of industry in the County.

ATTACHMENTS:

Submitted or Prepared By:


James W. Alexander
Economic Development Commission
Director

Approved for Submittal to Council:

Dale K. Surratt, Administrator

Reviewed By/Initials:

_____ : County Attorney

_____ : Finance

_____ : Procurement

**OCONEE COUNTY COUNCIL
ORDINANCE NO 2007-13**

AN ORDINANCE APPROVING THE AMENDMENT BY OCONEE COUNTY, SOUTH CAROLINA OF A FEE AGREEMENT BY AND BETWEEN JOHNSON CONTROLS BATTERY GROUP, INC. AND OCONEE COUNTY, SOUTH CAROLINA (JOHNSON CONTROLS BATTERY GROUP, INC. PROJECT), PURSUANT TO THE PROVISIONS OF SOUTH CAROLINA CODE ANNOTATED, SECTION 4-12-30 (1976), AS AMENDED

WHEREAS, Oconee County, South Carolina (the "County") and Johnson Controls Battery Group, Inc. (the "Tenant") did as of November 1, 2004 enter into (i) a fee agreement (the "Agreement") (Johnson Controls Battery Group, Inc. Project); and (ii) infrastructure tax credits; and

WHEREAS, pursuant to South Carolina Code of Laws, 1976, as amended, Section 4-12-30, the five year period for investment in the Agreement may be extended by up to an initial five (5) years by agreement of the County and the Tenant so long as the required statutory minimum investment has been made within the initial five years; and

WHEREAS, Tenant has to date invested in excess of \$20,000,000 pursuant to the Agreement and in compliance with the terms of the Agreement the right to invest pursuant to the Agreement is now extended by the five (5) year period; and

WHEREAS, Tenant is requesting an additional three (3) year extension of the terms of the Infrastructure Credit as defined in the Agreement;

NOW, THEREFORE, the County hereby agrees as follows:

Section 1. It shall extend the time for investment and receipt of the Infrastructure Credit pursuant to the Agreement in the facility by amending by extension the Agreement for a period of three (3) years, pursuant to the provisions of South Carolina Code 4-12-30 (the "Amended Fee Agreement").

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the expansion pursuant to the Amended Fee Agreement will constitute a "project" as said term is referred to and defined in the Act (the "Project") and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Amended Fee Agreement and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The Project will benefit the general public welfare of the County by providing services;

employment, recreation or other public benefits not otherwise provided locally;

(d) Neither the Project nor the Amended Fee Agreement gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(e) The purposes to be accomplished by the Project and the Amended Fee Agreement, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(f) The inducement of the expansion pursuant to the Project and the Amended Fee Agreement within the County and State is of paramount importance; and,

(g) The benefits of the Project and the Amended Fee Agreement will be greater than the costs.

Section 3. The form, terms and provisions of the Amended Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amended Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended Fee Agreement in the name and on behalf of the County, and thereupon to cause the Amended Fee Agreement to be delivered to the Company. The Amended Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Amended Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amended Fee Agreement and the performance of all obligations of the County under and pursuant to the Amended Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 21st day of August, 2007.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Marion F. Lyles, Chairman of County Council Oconee
County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulsey, Clerk to County Council
Oconee County, South Carolina

First Reading: June 19, 2007
Second Reading: July 17, 2007
Public Hearing: August 21, 2007
Third Reading: August 21, 2007

Johnson Controls Project Overview

August 21, 2007

Johnson Controls, Inc. has invested in excess of \$20,000,000 pursuant to their December 2003 FILOT agreement and in compliance with the agreement are seeking an additional five (5) years to invest another \$8,900,000. They are also requesting a three (3) year extension of their Infrastructure Credits as defined in the original agreement.

Attached is the page from the South Carolina Department of Commerce's Business Incentive Summary which illustrates the expected fees from this project. \$1,072,783 in fees is estimated to be collected for an average of \$53,639/year. These numbers need to be adjusted slightly to allow for the Infrastructure Credits which are included in the Cost benefit Analysis. The Cost Benefit Analysis indicates approximately \$1,018,232 in new fees will be collected over 20 years for an average of \$50,911/year.

Also attached is a Summary of a Cost Benefit Analysis for the project.

Although no job creation is required to apply for a FILOT Agreement Johnson Controls has indicated they will hire approximately 10 new people over the next 24 months. These new jobs are expected to add approximately \$290,000 in new wages to this area annually.

Project Name: Johnson's Clinics
County: Colusa
JTC Tier: 2
Manufacturing (yes/no): yes
BEI: 30

Investment & Operations

New Building (Construction)
 Existing Building
Land Cost
Equipment (Less Pollution Control)
Utilities (If publicly owned)
Annual estimated cost of operational supplies

\$ 2,000,000
 \$
 \$ 6,000,000
 \$ 400,000

Project Multipliers

Use Income Multiplier?
Investment - Construction
Investment - Machinery
Employment (Total Jobs / Direct Jobs)
Average Annual Salary (Scale or County)

1.00
 1.00
 0.20
 526,500

Employment

Employees:
Avg. Hourly Wage
Avg. Salary
Total Direct Payroll
Total Direct & Indirect Payroll
Percent New Residents

\$ 13.75
 \$ 27,500
 \$ 275,000
 \$ 375,000
 100%

Employment Impacts

Employment - Direct
Employment - Indirect
Total Employment Impact
Discount Rate

10
 0
 10
 6.50%

Taxes

Jobs Tax Credit Value
Multi-use Park (Yes/No)
Economic Impact Zone (Yes/No)
Job Exemption Credit (County Value)
JTC percentage
Is "in lieu of taxes" offered?
If FICO, Assessment rate
If FICO, Is mileage included (yes/no)
Special finance (%)
Length (yrs.)

\$ 4,500
 year
 no
 0.50%
 0%
 yes
 0%
 yes
 0%
 10%
 1

State Credits

San Joaquin
Other

\$
 \$

Year 1 **Year 2** **Year 3** **Year 4** **Year 5**

Local Government Commitments

- Site Assessment
- Site Preparation
- Site Utilities
- Special Infrastructure
- Equipment Machinery
- Special Development Financing
- Consulting Services / Special Studies
- Waived Fees / Permits
- Streamlined Approvals



Cost/Benefit Analysis
Johnson Controls
Oconee

Project Data

New Building (Construction)	\$	2,966,000
Existing Building	\$	-
Land Cost	\$	-
Equipment (Less Pollution Con	\$	6,000,000
Employees		0
Avg. Hourly Wage	\$	13.25
Avg. Salary	\$	27,560
Total Direct Payroll	\$	275,600

Project Multipliers

Income		1.00
Investment -- Construction		1.60
Investment -- Machinery		0.20

Employment Impacts

Employment -- Direct		10
Employment -- Indirect		0
Total Employment Impact		10

Net Costs	20-Year	
	Year 1	NPV
State	\$ 31,685	\$ 279,906
Local	\$ 52,209	\$ 452,433
Total State & Local Costs	\$ 83,894	\$ 732,339
Net Benefits		
State	\$ 408,013	\$ 419,695
Local	\$ 65,002	\$ 570,612
Local Economy	\$ 5,418,701	\$ 8,389,114
Total State & Local Benefits	\$ 5,891,716	\$ 9,379,422
Total Net Cost/Benefit Ratio	70:1	13:1

State Costs	20-Year	
	Year 1	NPV
Corporate Jobs Tax Credit	\$ -	\$ 132,432
Job Development Fee, JDF (Withholding)	\$ -	\$ 95,845
Economic Impact Zone Equipment Credit	\$ -	\$ -
CATT	\$ 30,000	\$ 28,169
Set-Aside Fund & Other Grants	\$ -	\$ -
Increased State Education Costs	\$ 1,656	\$ 21,068
Property Tax Relief	\$ 28	\$ 392
Total State Costs	\$ 31,685	\$ 279,906

State Benefits		
State Revenues From Direct and Indirect Activity	\$ 438,042	\$ 662,530
Rural Infrastructure Fund	\$ -	\$ 13,708
Reduction of APDC Costs	\$ 1,656	\$ 21,062
Total State Benefits	\$ 439,698	\$ 699,601
Net State Benefits	\$ 408,013	\$ 419,695
Benefit/Cost Ratio	13:1	1:1

Local Government Costs		
Fee-in-Lieu of Property Taxes	\$ 18,788	\$ 327,834
MCP Split	\$ 1,169	\$ 10,182
Special Source	\$ 20,216	\$ 72,154
Gov't Services	\$ 965	\$ 13,436
Education Costs	\$ 2,071	\$ 28,846
Site Acquisition	\$ -	\$ -
Site Preparation	\$ -	\$ -
Site Utilities	\$ -	\$ -
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting / Special Studies	\$ -	\$ -
Waived Fees / Permits	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
Total Value of Costs	\$ 52,209	\$ 452,433

Local Government Benefits		
Taxes from existing building	\$ -	\$ -
Direct Property Taxes	\$ 116,865	\$ 1,018,232
New Residential Prop. Taxes		
Single Family - (Owner occupied)	\$ 32	\$ 431
Single Family - (Rental)	\$ 5	\$ 45
Multi-family (Rental)	\$ -	\$ -
Prop. Taxes from New Autos	\$ 310	\$ 4,317
LOST from Const. Materials	\$ -	\$ -
LOST from Increase Retail Sales	\$ -	\$ -
LOST from Operational Supplies	\$ -	\$ -
Public Utilities	\$ -	\$ -
Total Value of Benefits	\$ 117,211	\$ 1,023,045
Net Local Benefits	\$ 65,002	\$ 570,612
Local Benefit/Cost Ratio	1:1	1:1

Local
Taxes

Local Economy Benefits

Total Private Sector Benefits

3

5,418,701

3

8,389,114

Income Benefits

State Revenues	\$438,043	\$10,335	\$21,390	\$21,929	\$22,587	\$23,264	\$23,965	\$24,681	\$25,421	\$26,184
Rural Infrastructure Fund	50	80	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654
Reduction of APTC Costs	\$1,656	\$1,705	\$1,757	\$1,810	\$1,864	\$1,920	\$1,977	\$2,037	\$2,098	\$2,161

Total State Costs

Total Gross Annual State Income Benefits	\$11,685	\$16,735	\$26,439	\$26,782	\$27,135	\$27,499	\$27,874	\$28,261	\$28,658	\$29,068
State Revenues (7.5%)	\$5,840,560	\$127,808	\$283,864	\$292,364	\$301,156	\$310,190	\$319,495	\$329,064	\$338,973	\$349,175
Local State Benefits	\$439,698	\$12,941	\$24,701	\$25,391	\$26,104	\$26,838	\$27,595	\$28,371	\$29,173	\$29,998
Net State Benefits	\$6,780,258	\$149,841	\$308,569	\$317,776	\$327,260	\$337,028	\$347,089	\$357,452	\$368,126	\$379,190

State Costs

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Corporate Job Tax Credit	\$0	\$13,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Job Disincentive Fee, JDF (Withholding)	\$0	\$0	\$9,652	\$9,941	\$10,239	\$10,546	\$10,863	\$11,189	\$11,524	\$11,870
Economic Impact Zone Equipment Credit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant for Accelerated Technology	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Set-Aside Fund, Other Grants, & Site Prep	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Increased State Education Costs	\$1,656	\$1,706	\$1,757	\$1,810	\$1,864	\$1,920	\$1,978	\$2,037	\$2,098	\$2,161
Property Tax Relief	\$28	\$29	\$30	\$31	\$32	\$33	\$34	\$35	\$36	\$37

\$25,970	\$27,719	\$28,612	\$29,470	\$30,355	\$31,285	\$32,260	\$33,189	\$34,164	\$35,189	\$667,878
1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	\$13,798
\$2,226	\$1,392	\$2,261	\$2,492	\$2,505	\$2,580	\$2,657	\$2,737	\$2,819	\$2,906	\$23,062
\$29,199	\$29,925	\$30,373	\$30,814	\$31,309	\$31,798	\$32,284	\$32,784	\$33,268	\$33,754	\$270,006
\$39,595	\$39,623	\$39,149	\$39,240	\$39,728	\$40,800	\$42,576	\$44,237	\$45,873	\$47,619	\$8,337,776
\$30,649	\$31,728	\$32,077	\$33,538	\$34,513	\$35,499	\$36,514	\$37,506	\$38,484	\$39,451	\$699,601
\$390,444	\$402,108	\$414,123	\$426,496	\$439,241	\$452,369	\$465,891	\$478,823	\$492,208	\$507,284	\$9,537,340
\$360,954	\$372,183	\$383,749	\$395,562	\$407,932	\$420,970	\$434,688	\$448,199	\$461,611	\$475,338	\$1,257,438
Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Premium Value
\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$137,732
\$12,426	\$12,426	\$12,426	\$12,426	\$12,426	\$12,426	\$12,426	\$12,426	\$12,426	\$12,426	\$95,845
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$2,326	\$2,326	\$2,326	\$2,442	\$2,409	\$2,581	\$2,638	\$2,738	\$2,820	\$2,954	\$21,068
\$38	\$38	\$40	\$41	\$43	\$44	\$45	\$47	\$48	\$49	\$972

Private Benefits

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Payroll -- Direct	5137,800	\$253,850	\$292,384	\$301,156	\$310,190	
Payroll -- Indirect	30	30	30	30	30	30
Retail activity (New Residents)	16,183	17,189	17,684	18,214	18,761	
Retail activity (Additional Payroll)	0	186,313	192,129	197,893	203,630	
New Building -- Direct	\$1,220,280	30	30	30	30	30
New Building -- Indirect	30	30	30	30	30	30
Machinery & Equipment -- Direct	31,200,000	30	30	30	30	30
Machinery & Equipment -- Indirect	30	30	30	30	30	30
Less Taxes	(498,047)	(21,290)	(21,523)	(22,387)	(23,264)	
Total Local Economy	\$ 5,418,701	\$ 466,280	\$ 480,269	\$ 493,677	\$ 508,317	

	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17
\$	1,032,006	1,320,381	1,018,053	1,549,127	1,159,397	1,370,333	1,581,495	1,030,040	1,404,724	1,410,870	1,420,176
\$0		50	50	50	50	50	50	50	50	50	50
\$	19,328	19,905	20,300	21,115	21,749	22,401	23,073	23,766	24,479	25,219	25,989
\$	209,345	216,240	222,731	229,412	236,297	243,284	250,685	258,206	265,952	273,921	282,149
\$0		50	50	50	50	50	50	50	50	50	50
\$0		50	50	50	50	50	50	50	50	50	50
\$0		50	50	50	50	50	50	50	50	50	50
\$	123,952	124,681	125,421	126,184	126,970	127,779	128,613	129,470	130,353	131,263	132,203
\$	524,502	540,545	556,763	573,466	590,670	608,390	626,642	645,441	664,804	684,748	705,291

	Year 18	Year 19	Year 20	Value
	344,257	345,333	349,101	5,483,766
	30	50	50	50
\$	26,345	37,551	38,377	3,225,177
\$	293,612	298,331	308,211	32,106,577
	50	50	50	3,005,286
	50	50	50	\$1,615,286
	50	50	50	\$1,126,761
	50	50	50	\$1,126,761
\$	(21,000)	(24,164)	(25,692)	(3662,850)
\$	716,446	748,243	770,690	28,539,114

Property taxes

Equipment	\$	6,000,000	Other Real Assessment	10.5%
Depreciation rate		0.11	Starting Mileage	0.1968
Maximum Depreciation	\$	600,000		
Annual Dep. Rate		0.11		
Real Assessment		6.0%		
Personal Assessment		6.0%		

Year	Real Property	Personal Property	Real Assessment	Personal Assessment	Total Assessed Value	Applicable MILEAGE	Total Mileage	2010/07 Payment
1	\$ 2,966,000	\$ 3,240,000	6.0%	6.0%	\$ 468,260	0.1968	0.1968	\$ 88,007
2	\$ 2,966,000	\$ 4,189,000	6.0%	6.0%	\$ 452,760	0.1968	0.1968	\$ 90,254
3	\$ 2,966,000	\$ 4,070,000	6.0%	6.0%	\$ 449,690	0.1968	0.1968	\$ 82,491
4	\$ 2,966,000	\$ 3,760,000	6.0%	6.0%	\$ 379,260	0.1968	0.1968	\$ 74,697
5	\$ 2,966,000	\$ 2,700,000	6.0%	6.0%	\$ 339,260	0.1968	0.1968	\$ 66,934
6	\$ 2,966,000	\$ 2,310,000	6.0%	6.0%	\$ 300,360	0.1968	0.1968	\$ 59,111
7	\$ 2,966,000	\$ 1,380,000	6.0%	6.0%	\$ 266,760	0.1968	0.1968	\$ 51,318
8	\$ 2,966,000	\$ 720,000	6.0%	6.0%	\$ 227,860	0.1968	0.1968	\$ 43,524
9	\$ 2,966,000	\$ 600,000	6.0%	6.0%	\$ 212,860	0.1968	0.1968	\$ 42,107
10	\$ 2,966,000	\$ 600,000	6.0%	6.0%	\$ 212,860	0.1968	0.1968	\$ 42,107
11	\$ 2,966,000	\$ 600,000	6.0%	6.0%	\$ 212,860	0.1968	0.1968	\$ 42,107
12	\$ 2,966,000	\$ 600,000	6.0%	6.0%	\$ 212,860	0.1968	0.1968	\$ 42,107
13	\$ 2,966,000	\$ 600,000	6.0%	6.0%	\$ 212,860	0.1968	0.1968	\$ 42,107
14	\$ 2,966,000	\$ 600,000	6.0%	6.0%	\$ 212,860	0.1968	0.1968	\$ 42,107
15	\$ 2,966,000	\$ 600,000	6.0%	6.0%	\$ 212,860	0.1968	0.1968	\$ 42,107
16	\$ 2,966,000	\$ 600,000	6.0%	6.0%	\$ 212,860	0.1968	0.1968	\$ 42,107
17	\$ 2,966,000	\$ 600,000	6.0%	6.0%	\$ 212,860	0.1968	0.1968	\$ 42,107
18	\$ 2,966,000	\$ 600,000	6.0%	6.0%	\$ 212,860	0.1968	0.1968	\$ 42,107
19	\$ 2,966,000	\$ 600,000	6.0%	6.0%	\$ 212,860	0.1968	0.1968	\$ 42,107
20	\$ 2,966,000	\$ 600,000	6.0%	6.0%	\$ 212,860	0.1968	0.1968	\$ 42,107

Year	Real Property	Personal Property	Real Assessment	Personal Assessment	Total Mills	Assessed Mills	Applicable Mileage	Property Tax Liability
1	\$ 2,966,000	\$ 3,340,000	10.5%	10.5%	0.197	0.0628	0.134	\$ 176,808
2	\$ 2,966,000	\$ 4,680,000	10.5%	10.5%	0.199	0.063	0.135	\$ 180,653
3	\$ 2,966,000	\$ 4,070,000	10.5%	10.5%	0.201	0.064	0.137	\$ 186,269
4	\$ 2,966,000	\$ 3,360,000	10.5%	10.5%	0.203	0.065	0.138	\$ 191,944
5	\$ 2,966,000	\$ 2,700,000	10.5%	10.5%	0.205	0.066	0.139	\$ 197,678
6	\$ 2,966,000	\$ 2,040,000	10.5%	10.5%	0.207	0.067	0.207	\$ 189,721
7	\$ 2,966,000	\$ 1,380,000	10.5%	10.5%	0.209	0.069	0.209	\$ 183,371
8	\$ 2,966,000	\$ 720,000	10.5%	10.5%	0.211	0.211	0.211	\$ 181,665
9	\$ 2,966,000	\$ 600,000	10.5%	10.5%	0.213	0.213	0.213	\$ 179,797

10	\$	2,966,000	\$	500,000	10.5%	10.5%	0.215	0.215	80,290
11	\$	2,966,000	\$	800,000	10.5%	10.5%	0.217	0.217	81,397
12	\$	2,966,000	\$	600,000	10.5%	10.5%	0.220	0.220	82,211
13	\$	2,966,000	\$	900,000	10.5%	10.5%	0.222	0.222	83,033
14	\$	2,966,000	\$	000,000	10.5%	10.5%	0.224	0.224	83,864
15	\$	2,966,000	\$	000,000	10.5%	10.5%	0.226	0.226	84,702
16	\$	2,966,000	\$	000,000	10.5%	10.5%	0.228	0.228	85,549
17	\$	2,966,000	\$	000,000	10.5%	10.5%	0.231	0.231	86,405
18	\$	2,966,000	\$	000,000	10.5%	10.5%	0.233	0.233	87,269
19	\$	2,966,000	\$	000,000	10.5%	10.5%	0.235	0.235	88,142
20	\$	2,966,000	\$	000,000	10.5%	10.5%	0.238	0.238	89,023

Existing Building

Year	Real Property	Rest Assessment	Total Mills	Abated Mills	Applicable Millage	Property Tax Liability
1	\$	10.5%	11.177	0.000%	0.134	\$
2	\$	10.5%	11.199	0.005	0.135	\$
3	\$	10.5%	11.201	0.064	0.137	\$
4	\$	10.5%	11.203	0.063	0.138	\$
5	\$	10.5%	11.205	0.065	0.139	\$
6	\$	10.5%	11.207		0.207	\$
7	\$	10.5%	11.209		0.209	\$
8	\$	10.5%	11.211		0.211	\$
9	\$	10.5%	11.213		0.213	\$
10	\$	10.5%	11.215		0.215	\$
11	\$	10.5%	11.217		0.217	\$
12	\$	10.5%	11.220		0.220	\$
13	\$	10.5%	11.222		0.222	\$
14	\$	10.5%	11.224		0.224	\$
15	\$	10.5%	11.226		0.226	\$
16	\$	10.5%	11.228		0.228	\$
17	\$	10.5%	11.231		0.231	\$
18	\$	10.5%	11.233		0.233	\$
19	\$	10.5%	11.235		0.235	\$
20	\$	10.5%	11.238		0.238	\$

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: August 21, 2007
COUNCIL MEETING TIME: 3 pm

ITEM TITLE OR DESCRIPTION:

Draft Sign Control Ordinance (Amended)

BACKGROUND OR HISTORY:

An increase in the number of billboards erected in Oconee County in recent months led to a number of calls for an ordinance regulating their location. Currently, the only permit issued by the County for billboards is a building permit. The Planning Commission began work on draft sign regulations in May 2007, and Council took first reading in title only on an ordinance soon thereafter. The Planning Commission completed work on a final draft at their July 16th meeting, and voted unanimously to forward the document to County Council for consideration. Among the key features of the proposed ordinance are regulations providing for a 1,300' separation for all new billboards from existing billboards, and no billboards greater than 75 square feet shall be permitted on 2-lane roads. All signs or billboards less than 50 square feet are exempt from the regulations.

County Council took Second Reading on the draft ordinance on August 7, 2007.

SPECIAL CONSIDERATIONS OR CONCERNS:

Based on requests from Council members at the time of Second Reading, the County Attorney has included standards for upgrading or abating improperly maintained signs (Section 5.7).

STAFF RECOMMENDATION:

Take Third Reading on the Draft Sign Control Ordinance; Establish \$700 application fee by resolution.

FINANCIAL IMPACT:

Implementation of the proposed regulations can be accommodated by existing staff, and costs associated with reviews can be offset by an application fee. Staff recommends an application fee of \$700 per billboard.

ATTACHMENTS:

Copy of draft ordinance

Submitted or Prepared by:
Art Hoffbrooks

(Department Head/Elected Official)

Approved By:

Dale Surratt,
Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

**OCONEE COUNTY COUNCIL
ORDINANCE NO 2007-16
SIGN CONTROL ORDINANCE
OF OCONEE COUNTY, SOUTH CAROLINA**

Section 1. Title

This Ordinance shall be known as the "Sign Control Ordinance of Oconee County, South Carolina."

Section 2. Purpose

Whereas, the Oconee County Council finds that outdoor advertising is a legitimate usage of private property situated adjacent to a public thoroughfare; and

Whereas, the outdoor advertising industry is an integral part of the business and marketing function of our nation, as well as being an established segment of the national economy which serves to promote and protect investments in commerce and industry, thereby establishing the reasonable usage of property for outdoor advertising as deserving protections sufficient to ensure continued operation in business and commercial areas; and

Whereas, the purpose of outdoor advertising is to attract the attention of highway users to convey a message, thereby potentially distracting drivers and increasing the chance of damage to the lives and property of those around them; and

Whereas, a stacked billboard doubles the potential of distracting drivers and increasing the chance of damage to the lives and property of those around them; and

Whereas, the industrial principals of the Outdoor Advertising Association of America state they do not support the construction of large stacked billboards; and

Whereas, poorly sited and improperly maintained outdoor signage may present unreasonable distractions to operators of motor vehicles in the form of confusion with traffic lights, road signs, and other safety devices installed to aid travelers; and

Whereas, the economic well-being and general welfare of Oconee County is directly impacted by the preservation and enhancement of the natural scenic beauty and aesthetic features visible from the County's highways, particularly in relation to tourism and attracting businesses; and

Whereas, the hilly topography of Oconee County has resulted in a road system that contains many areas in which the sight distance from intersections and access points is minimal; and

Whereas, roads with only two travel lanes are often adjacent to residential properties, are typically accessed directly from driveways, and are used more often than larger roads by pedestrians and bicyclists; and

Whereas, locating signs along two-lane roads increases the chance of accidents involving distracted drivers;

Therefore, it is the purpose of this Ordinance to establish regulations for the safe and orderly placement for all billboard signage in the unincorporated areas of Oconee County; also, this ordinance shall establish penalties such as are necessary to discourage the violations of these standards, and to establish appropriate fees to offset costs associated with implementation.

Section 2.- Authority

This Ordinance is adopted pursuant to the provisions of S.C. Code 1976 § 4-9-30. Personnel employed by the County Administrator as Code Enforcement Officers and personnel employed by the Sheriff of Oconee County shall be vested with the authority to enforce and administer signage control within the county in accordance with the provisions of S.C. Code 1976 § 44-67-10 et. seq. and all rules and regulations adopted hereunder and the same are incorporated herein by reference as if fully set forth verbatim and as may be amended from time to time.

Section 3. - Jurisdiction

The regulations set forth in this ordinance shall be applicable within the unincorporated areas of Oconee County. All billboards constructed in the unincorporated areas of Oconee County after the date of adoption of these standards shall be permitted under these regulations. Billboards existing at the time of adoption of these standards shall be considered exempt, with the exception of any structure considered abandoned, disassembled, or otherwise removed from a site.

Section 4. - Terms and Definitions

Except where specifically defined herein, all words used in this Ordinance shall carry their customary meanings. Words used in the present tense include the future tense; the singular number includes the plural. The word shall is mandatory.

- (1) **Abandoned Sign**—a sign which is not being maintained as required by S.C. Code of Laws § 57-25-110, or which is overgrown by trees or other vegetation not on the road right of way, or which has an obsolete advertising message or no advertising message for a period of six months. Any public service signage shall not be considered abandoned under this definition.
- (2) **Billboard**—large format outdoor advertising displays or signs intended for viewing from extended distances. Billboards include but are not limited to 30-sheet posters, 8-sheet posters, vinyl-wrapped posters, bulletins, wall murals, and stadium/arena signage as defined by the Outdoor Advertising Association of America. Typically the sign area of a billboard ranges anywhere from 50 square feet to 672 square feet.
- (3) **Existing Billboard**—for the purposes of these regulations, an 'existing billboard' shall be defined as any billboard either erected within the boundaries of Oconee County prior to adoption of this ordinance, or duly permitted by an agency of Oconee County subsequent to adoption of this ordinance.

- (4) **Four-Lane Road**- any public road or highway consisting of four (4) or more travel lanes allowing traffic to flow in opposite directions, or a public road or highway consisting of two (2) or more one-way travel lanes.
- (5) **Sign**—any sign structure or combination of sign structure and message in the form of outdoor sign, display, device, figure, painting, drawing, message, plaque, poster, billboard, advertising structure, advertisement, logo, symbol or other form which is designated, intended or used to advertise or inform, any part of the message or informative contents of which is visible from the main traveled way. The term does not include official traffic control signs, official markers, nor specific information panels erected, caused to be erected, or approved by the South Carolina Department of Transportation.
- (6) **Sign Area**—the entire face of a sign, including the advertising surface and any framing, trim, or molding, but not including the supporting structure.
- (7) **Sign Permit**—any permit, other than a building permit, obtained by an applicant from Oconee County for the purpose of the construction or maintenance of a sign or billboard or a permit obtained for any temporary or political sign as defined by this ordinance.
- (8) **Stacked Billboards**—any billboard structure so configured to present two or more sign areas at different elevations and/or presenting two or more sign areas facing in the same direction.
- (9) **Two-Lane Road**- any public road or highway consisting of two travel lanes allowing traffic to flow in opposite directions. Such roads may or may not also have at various locations turning lanes, medians, islands, or other traffic control features designed to enhance the safe and efficient utilization of the throughfare.

Section 5. - Requirements for Billboards and Other Commercial Signs

1. All billboards erected in the unincorporated areas of Oconee County shall be permitted under the provisions of this ordinance.
2. No billboard visible (other than an in an incidental manner) from a four-lane road located within the unincorporated areas of Oconee County, shall be erected within 1,300 feet of an existing billboard located on the same road. This distance shall be measured as the shortest route of ordinary pedestrian or vehicular travel along the public thoroughfare from the location of an existing billboard to the proposed site.
3. Billboards with a sign area greater than or equal to 50 square feet, but less than or equal to 75 square feet, shall be permitted on two lane roads, provided said billboards are located no less than 1,300 feet from any existing or permitted billboards. No billboards with a sign area greater than 75 square feet shall be permitted on two lane roads.
4. No billboard shall be located along any Federal, State, or county designated Scenic Highways or roadways.
5. Billboards permitted under these regulations shall impose no obvious hazards to any drivers, pedestrians, bicyclists, or other users of any public road in the unincorporated areas of Oconee County. As such, the following materials shall be submitted to the Planning Director at the time of application:

- a. a completed application form
 - b. a detailed site plan prepared and stamped by a surveyor licensed by the State of South Carolina, noting the proposed location of the structure, and verification that the new billboard meets with all location requirements set forth in this ordinance
 - c. a set of construction plans, which include all proposed lighting features. All plans submitted shall be stamped by appropriate professionals licensed by the State of South Carolina
 - d. appropriate fees
6. No stacked billboards shall be permitted within the unincorporated areas of Oconee County.
7. An abandoned sign, as defined by this ordinance, shall be removed by the owner of the sign or the owner of the property upon which the sign is located within forty-five (45) days of notification by an Oconee County building official that the sign is an abandoned sign. The sign owner and/or the property owner may appeal the County's designation of the sign as an abandoned sign under this ordinance to the Magistrate's Court of Oconee County during the forty-five (45) day period to remove the sign. If the property owner files a timely appeal, the time period for removing the sign shall be tolled until the Magistrate's Court renders a decision. In the event that an abandoned sign is removed, the sign owner and/or the property owner shall have the right to replace the sign with a new sign of the same size and height and for the same location for a period of six (6) months from the date of removal.

Section 6.-Exemptions

Any sign or billboard with a sign area less than 50 square feet shall be exempted from these regulations.

Section 7. -Fees

Fees shall be established for the cost of a billboard permit by resolution of Oconee County Council from time to time.

Section 8.- Permits

Upon satisfactory completion of all requirements set forth in this ordinance, the owner/agent shall be issued a land use permit by the Planning Director for construction of the billboard. The land use permit shall be valid for six (6) months from the date of issue; the owner/agent may be granted a one-time six (6) month extension, provided a written request is submitted to the Planning Director no later than seven (7) working days prior to the original expiration date. Request for extension shall include documentation of efforts to obtain other necessary permits and permissions needed to begin construction, specifically noting reason for extension request. Extensions shall be granted only to those projects that were delayed through no fault of the owner/agent of the billboard. The land use permit issued by the Planning Director shall in no way be construed to be a building permit needed to begin construction of a sign. No building permit, or other county-issued permit, certification or approval, shall be issued for a billboard or commercial sign prior to the issuance of the land use permit.

Section 9. - Penalties

Any person or entity violating the regulations set forth in this ordinance is guilty of a misdemeanor and may be fined up to Five Hundred (\$ 500.00) dollars or imprisoned for thirty (30) days or both.

Section 10.- Severability

The provisions of this ordinance are hereby declared to be severable, and if any provision or section of this ordinance is declared to be unconstitutional or unenforceable by a court of competent jurisdiction, such declaration shall not affect the constitutionality, legality, or enforceability of any other section or provision of this ordinance.

**OCONEE COUNTY BOARD OF DISABILITIES
AND SPECIAL NEEDS
TRIBBLE CENTER**

116 South Cove Road
Seneca, South Carolina 29672-6711

(864) 885-6055 FAX (864) 885-6058
jmize@tel1south.net



Mr. Robert W. Lindgren
Chairman

Dr. Van Reynolds
Vice-Chairman

Mr. Jerry C. Mize
Executive Director

March 28, 2007

Oconee County Council
415 S. Pine Street
Walhalla SC 29691

Dear Friends,

As you know, the Oconee DSN Board, at the Tribble Center, is developing a tract of land off Nalley Road as a recreational area. In an effort to fund this project, grants have been written with some success, and some labor and equipment have been donated. We have, and will continue to have, fundraisers of various kinds to supplement this funding.

On behalf of the Oconee DSN Board, the staff and especially the individuals we serve, our request to you at this time is for the paving of the road from the end of Nalley Road to the actual park area. As in the past, we are most appreciative of anything you can do to assist us in our endeavors to provide a quality life style for our individuals with disabilities and special needs. This area will provide an opportunity for picnicking, fishing, games, and many other outdoor recreational activities that we cannot offer them at this time.

We thank you in advance for consideration of this request.

Sincerely,

Jerry C. Mize
Executive Director

JCM:fa

July 16, 2007

Oconee County Council
Attn: Thomas Crumpton
415 South Pine St.
Walhalla, SC 29691

Re: Request for re-classification of Newman Road

Dear Mr. Crumpton:

The current owners of property adjoining Newman Road are requesting that this county road be re-classified as a private drive. Newman Road is located between roads currently known as Shack Hollow Road and Jocassee Lake Road in Oconee County, South Carolina. Said road is a gravel road approximately one-fourth (1/4) of a mile in length.

Newman Road primarily serves as a way of ingress and egress to one home located adjacent to it. Additionally, two other parcels of land adjoin said road. Except for access to these specific parcels of land, Newman Road adds no benefit to the community.

A total of four (4) individuals currently own property that borders said road. Furthermore, the current landowners hereby agree to maintain said road in its present form and condition.

Thank you for your attention to this matter. Should you have any questions or concerns, please contact Diann Smith at the following address:

175 Newman Road
Salem, South Carolina 29676
864-944-2950

Sincerely,



Diann Smith



Steve Smith



Terry Parferson



Newman Chapman

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: August 21, 2007
COUNCIL MEETING TIME: 3:00 PM

ITEM TITLE OR DESCRIPTION:

School District of Oconee County requests \$500.00 for the book "Cherokee Villages in South Carolina" to be used in the library of each school. Request approved in Arts & Historical Commission on 08-02-07 by a unanimous vote.

BACKGROUND OR HISTORY:

Upon the conclusion of a recertification course taught by Nick Gambrell to teachers with the School District of Oconee County, it was noted to provide additional resources for students to learn about the History of the Cherokee in South Carolina. Dr. Mike Lucas then approached the Arts & Historical Commission for material that could be placed in the library at each school.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

STAFF RECOMMENDATION:

Approval of Arts & Historical Commission request of \$500.00 to the School District of Oconee County.

FINANCIAL IMPACT:

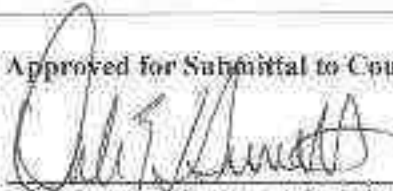
\$500.00 out of PRT line item 010-202-30022-00213 (Arts & Historical). If both agenda items are funded by County Council, the remaining balance of this line item will be \$10,222.

ATTACHMENTS

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Dale Surratt, County Administrator

Reviewed By/ Initials:

County Attorney

AVP
Finance

C: Clerk to Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: August 21, 2007
COUNCIL MEETING TIME: 3:00 PM

ITEM TITLE OR DESCRIPTION:

Walhalla Civic Auditorium requests \$7,500.00 for Parking Lot paving. Request approved at Arts & Historical Commission on 08-02-07 by a unanimous vote.

BACKGROUND OR HISTORY:

Walhalla Civic Auditorium made a budget request to Oconee County during this years' budget process. Maxie Duke, spokesperson for the Walhalla Civic Auditorium states former Administration promised funds for this project in the budget. County Council did not fund Arts and Historical request during the budget process, but allowed the restructuring of the local accommodations tax funds to be used for projects such as this. The process of creating the grant system to allow local accommodations tax revenues to be used for Tourism related Arts & Historical facilities will not be ready until October, therefore the Walhalla Civic Auditorium made a request to the Arts & Historical Commission for funding through the Commission's project fund. **Walhalla Civic Auditorium has already paved the parking lot due to safety issues.** The total cost of the project was \$15,000. The request was originally to match a state grant of \$7,500. Walhalla Civic Auditorium borrowed money to complete the project due to safety concerns. This is a request to assist with the matching funds for this project.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Arts & Historical Commission discussed at length this item due to the fact the project is already complete. I explained to the Commission that we normally do not get involved with reimbursing projects. The Commission agreed that agencies should not move forward with projects until funding is secured through County Council, however recommended by unanimous vote to County Council to fund the project. Maxie Duke, representative of the Walhalla Civic Auditorium, will be in attendance at the Council meeting to answer any questions.

STAFF RECOMMENDATION:

I have concerns that we are paying for a project that is already complete. I understand that there may have been some safety issues with holding events and having uneven pavement and potholes for those attending, along with some miscommunication or assumptions somewhere along the way with County Administration with these funds being included in the budget process. However we normally do not reimburse funds for completed projects. Nonetheless, if this request was being made prior to the paving of the parking lot, it would be an acceptable project for funding with Arts & Historical project funds.

FINANCIAL IMPACT:

\$7,500.00 out of PRT line item 010-202-30022-00213 (Arts & Historical). If both agenda items are approved, the remaining balance of this line item will be \$10,222.

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Dale Surratt, County Administrator

Reviewed By/ Initials:

_____ County Attorney

AVP Finance
CC: Clerk to Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: August 21, 2007
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Pending FAA grant for design of 600 foot runway extension at Oconee County Airport

BACKGROUND OR HISTORY:

The airport's engineering firm (Talbert & Bright) has successfully completed the runway extension environmental assessment with the finding of "no significant environmental impact". The next step in lengthening the runway is the design phase.

This phase will include design of 600 feet of additional runway surface, a parallel taxiway, drainage, additional lighting, markings, and signage.

SPECIAL CONSIDERATIONS OR CONCERNS:

The FAA grant may not be awarded until August 22, 2007 and will require written acceptance before August 30, 2007.

STAFF RECOMMENDATIONS:

1. Recommend Council authorize the County Administrator to accept FAA grant on Council's behalf (one-time authorization).
2. Recommend Council authorize Talbert and Bright, Inc. to proceed with design of extension once funds become available from FAA.

FINANCIAL IMPACT:

FAA Design Grant	\$281,218.00 (95%)
SC Dept of Commerce Grant	\$7,400.47 (2.5%)
County Match	\$7,400.47 (2.5%)

County match will come from 010-703-60244-00000.

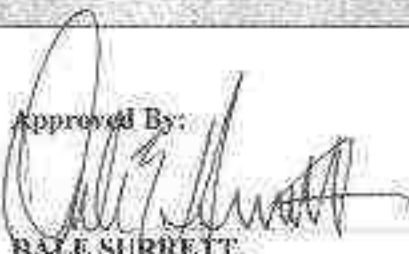
ATTACHMENTS:

NONE

Submitted or Prepared by:
Kevin Short

(Department Head/Elected Official)

Approved By:


DALE SURRETT,
Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

 Finance

_____ Other

C: Clerk to Council

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: AUGUST 21,
2007
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

OCONEE COUNTY CIDR AGREEMENT (Decal / Registration issuance) and the Personal Information Release Agreement for local agency with South Carolina Department of Motor Vehicles.

BACKGROUND OR HISTORY:

Treasurer's Office will issue the decal and registration along with the paid tax receipt at the time taxes are paid for walk in taxpayers. The taxpayer will no longer have to wait for the decal and registration to come in the mail.

SPECIAL CONSIDERATIONS OR CONCERNS:

Recommends that the County enter into the following contracts with the South Carolina Department of Motor Vehicles pending the execution of a sub-agreement with South Data Processing of Spartanburg, South Carolina.

STAFF RECOMMENDATION:

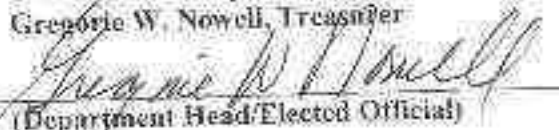
No additional staff required. Three Treasurer's Office employees have been trained at DMV headquarters in Blythewood.

FINANCIAL IMPACT:

Oconee County will clear approximately 75 per decal issued. Oconee County issued 70409 vehicle notices from July 1, 2006 to June 30, 2007. This should result in net proceeds of approximately \$52,000 annually for Oconee County.

ATTACHMENTS:

Submitted or Prepared by:
Gregorie W. Nowell, Treasurer


(Department Head/Elected Official)

Approved By:


Dale Surratt,
Oconee County Administrator

Reviewed By/ Initials:

County Attorney

 Finance

Other

C: Clerk to Council

SOUTH CAROLINA
DEPARTMENT OF MOTOR VEHICLES

COUNTY ISSUANCE OF DECAL AND REGISTRATION CONTRACT

This contract is entered into between Oconee County (County) and the South Carolina Department of Motor Vehicles (Department). This contract will begin on the date it has been signed by both parties and will remain in force until terminated by either party under the terms of this contract.

WHEREAS, the Department has established a COUNTY ISSUANCE OF DECAL AND REGISTRATION (CIDR) program, which will allow participating South Carolina counties, either directly or through their tax system service providers, to issue registration documents to their customers;

WHEREAS, the Department has established Business Rules and Program Standards for the operation of the CIDR program, and the CIDR Business Rules and Program Standards, as revised from time to time, are incorporated herein as though repeated verbatim; and

WHEREAS, the County, either directly or through a service provider (provider), will use a computerized interface which will provide its customers the following services: receiving applications for renewal of motor vehicle registration; issuing renewed registration certificates and registration decals; receiving from the customer all registration fees, penalties, and other monies due to Department for forwarding to Department, subject to the conditions hereinafter set forth.

2. COUNTY RESPONSIBILITIES

The County and its service provider will comply with all requirements and procedures detailed in the CIDR Business Rules and Program Standards document, as revised from time to time.

If the County contracts with a service provider to perform the motor vehicle services described herein, the County must include in that contract sufficient terms to assure that the provider complies with all federal and state laws regarding the security and privacy of personal information contained in Department records, especially the federal Driver Privacy Protection Act.

The County and/or its service provider will maintain only personal information from Department records that was provided to perform County functions related to the billing and collection of vehicle taxes. Information provided to the County as part of the CIDR program to print the license plate renewal will be deleted after the renewals are generated.

The County shall submit all reports, including daily activity reports, inventories of registration certificates and decals, and such other reports as may be required by CIDR Business Rules and Program Standards.

The County shall receive, securely store, issue, account for, and be fully responsible for registration certificates and decals or other items of value as the Department may entrust to the County.

Once a County has issued a registration and decal on the Department's behalf, the County shall be responsible for forwarding all fees collected to the Department. The County is responsible for pursuing collection of funds resulting from returned checks.

The County shall forward all monies owed to the Department and shall do so weekly. Failure to submit monies on a timely basis will be considered a major breach of this contract.

Under S.C. Code of Laws Section 56-2-2740(E), the County shall be entitled to charge customers a fee of one dollar per transaction for the issuance of the registration certificate and decal either over the counter or through the mail. This fee, if charged, will be a County fee and will be in addition to any registration fee due to the Department as part of its renewal process. The County will not, in any way imply to customers that any such additional fee is imposed or required by the Department; tax bills and other documents issued by the County will not use "DMV" or any similar name, acronym, or phrase in the name of the additional fee on either tax bills or receipts.

The County shall attend any training or workshops required by Department, and shall ensure that all County employees engaged in the issuance of registration certificates and decals follow the procedures detailed in Department training materials.

3. DEPARTMENT RESPONSIBILITIES

Department agrees, at no cost to the County, to make available to County, or to its provider on behalf of the County, direct online access to Vehicle Records for use in CIDR transactions. Access to Vehicle Records by County, or by provider on behalf of the County, will be solely for fulfilling the purposes of this contract. The Department warrants that it has all necessary statutory authority to grant such access and to allow for the provision of CIDR in the State of South Carolina. "Vehicle Records" means the vehicle registration, vehicle title, and customer records of the Department maintained on the Department's transaction processing system.

The access to and use of Department vehicle records by County, and/or by a provider on behalf of the County, is limited to the completion of CIDR transactions, as specified in the CIDR Business Rules and Program Standards, as well as for the purposes of obtaining owner and registration information to collect county vehicle property taxes. This data is not public information and shall not be released to a third party or to the public, except as provided for under state and federal law (detailed in Section 6).

Department agrees that it will provide the County with an updated CIDR Business Rules and Program Standards document at least sixty days in advance of any changes to the document.

Department agrees that the County, in providing CIDR transactions, is acting on behalf of the Department in carrying out a Department function (as contemplated by Section 2721(b)(1) of the Federal Driver's Privacy Protection Act).

The Department makes no guarantees regarding system availability of this service. Counties will have access to these services during the Department's normal hours of operation, Monday through Friday, 8:30 a.m. to 5:30 p.m. The Department will make every effort to inform Counties of unscheduled maintenance or system downtime and will make all reasonable efforts to resolve system issues in a timely manner.

4. ACCURACY OF DATA TRANSMISSION

Provided that County, or its provider on behalf of the County, did not make any changes to the information received from the Department, nothing in this Agreement shall be construed to create on the part of County any duty to make any inquiry regarding the accuracy of any information.

5. INVENTORY LOCATION

The County shall establish and maintain a secure space for the storage of Department inventory and supplies in accordance with the CIDR Business Rules and Program Standards.

6. RETENTION OF RECORDS

For five years from the time a CIDR transaction takes place, the County shall maintain and retain financial records and documents relating to the transaction and shall make them available for inspection and audit by the Department and its authorized representatives during normal business hours without advance notification. The parties agree that personal information on individual customers will be passed through the County computer system and will not be retained by the County or its provider. This information, therefore, will not be subject to the five-year retention requirements of the federal Driver Privacy Protection Act of 1994.

7. INFORMATION ACCESS

The County shall not sell or impart to any person, firm or corporation any information obtained from Department records, including listings of individuals, for any reason. Information obtained through access to Department records is subject to the restriction upon use and dissemination imposed by the South Carolina Freedom of Information Act of the S.C. Code of Laws §50-4-10, *et seq.*, the Family Privacy Protection Act of 2002, §30-2-10, *et seq.*, the provisions of the federal Driver Privacy Protection Act of 1994, 18 U.S.C. §2721, *et seq.*, and any Department policy on access to records or any successor laws or regulations adopted by the State of South Carolina or Department with regard to disclosure or dissemination of any information obtained from Department records or files.

By signing this Agreement, the County warrants that the signatory and all of its participating personnel are familiar with and shall abide by all provisions of the federal Driver Privacy

Protection Act of 1994, 18 U.S.C. §2721, *et seq.*, the South Carolina Freedom of Information Act, S.C. Code of Laws §50-4-10, *et seq.*, and the Family Privacy Protection Act of 2002, S.C. Code of Laws §39-2-10, *et seq.*, which further limit the use and access to personal information in South Carolina.

8. LIMITATION OF LIABILITY

To the extent permitted by the law of the state of South Carolina, the County shall indemnify the Department for and against any and all claims, losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or in part out of the acts or omissions of the County or anyone acting on behalf of the County with respect to this program or which arise out of the County's failure to abide by the terms of this contract, including, without limitation, reasonable attorneys' fees and all other costs of defending any such action or claim.

9. NOTICE

Any notice given pursuant to this Agreement must be in writing. Notice is determined by the lesser of when actually received by the addressee or five business days after the mailing of the notice to the Department Executive Director or County at the addresses listed below.

10. CHOICE OF LAW

This contract was made and entered in pursuant to the laws of the State of South Carolina. The laws of South Carolina shall govern the resolution of any issue arising in connection with this contract, including, but not limited to, all questions concerning the validity of this contract, the capacity of the parties to enter therein, any modification or amendment thereto and the rights and obligations of the parties hereunder. Any contract between the County and any service provider will also be made and entered in pursuant to the laws of the State of South Carolina and require that any legal actions be litigated in South Carolina courts.

11. LICENSE PLATE REPLACEMENT PROGRAM

The County acknowledges that state law requires the Department to replace license plates every six years. Whenever the Department issues a customer a new license plate under this replacement program, The Department reserves the right to physically issue the registration and decal also, even though the County might process the fee.

12. TERMINATION

Department shall immediately suspend or terminate the access privileges of the County or any agent of the County without a hearing upon the County's, or its agent's, breach of or failure to fulfill any responsibility established pursuant to this contract or the Business Rules and Program Standards.

If Department determines to its own satisfaction that the County has either misused or knowingly allowed the misuse of the Vehicle Record information, the Department may, in addition to other penalties provided by law:

- (a) Terminate this agreement immediately;
- (b) Require the return of all files and media containing information provided by the Department;
- (c) Hold the County responsible for any damages arising from the misuse of the information;
- (d) Make publicly available the evidence of information misuse; and
- (e) Prosecute or seek remedies made available to the Department.

Either party may terminate this Agreement upon thirty days written notice to the Department.

If court orders are issued or if the laws, rules, or regulations change such that the terms of this agreement cannot be fulfilled, the agreement will be automatically and immediately terminated and the County and its agents will forward all unpaid fees due and owed to the Department.

13. MODIFICATION OF THIS AGREEMENT

This agreement is subject to change and modification due to changes in the Department's policies, the issuance of court orders, or changes in state and/or federal laws, rules, and regulations. If the Department changes its policies, if court orders are issued, or if the laws, rules, or regulations change such that the terms of this agreement must be modified, the County, whenever possible, will be notified at least thirty days in advance of such changes or modifications and the County may, at its option, immediately terminate this Agreement.

This Agreement can be modified by either party in any manner, except that modifications requested by the County must be agreed to by all Counties participating in the program. All changes to the Agreement must be submitted through written amendment which has been executed by all parties.

This agreement anticipates periodic modifications of the Business Rules and Specifications document. This agreement will not need to be amended solely to accommodate such modifications.

14. MISCELLANEOUS

This Agreement is the exclusive statement of the parties with respect to its subject matter and supersedes all prior contracts, negotiations, representations, proposals, and awards, written and oral, relating to its subject matter.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

DEPARTMENT OF MOTOR VEHICLES

Address for Notification:
South Carolina Department of Motor Vehicles
Attention: Executive Director
Post Office Box 1498
Mythwood, South Carolina 29316
Telephone: 803.896.8924
Facsimile: 803.896.8926

Date: _____

Marcia S. Adams, Executive Director

COUNTY

Address for Notification:
Attention: Gregorie W. Nowell, Oconee Treasurer
Address: 415 S. Pine Street
Walhalla, SC 29691
Telephone: (864) 638-4162
Fax: (864) 718-1013

Marion E. Lyles
Authorized Representative (print name)

Chair, Oconee County Council
Title (print title)

Authorized Representative (signature)

Date: August 21, 2007





State of South Carolina
Department of Motor Vehicles

To: All County Treasurers, Auditors and Tax Collectors
From: Lette Devlin, Deputy Director Vehicle Services
South Carolina Department of Motor Vehicles
Subject: Release of Personal Information
Date: July 27, 2017

As many of you already know, DMV has been discussing with County representatives the Federal Driver Privacy Protection Act (DPPA) requirements for the release of personal information such as name and address to persons requesting that information. All Counties are required to sign the Release of Personal Information agreement with DMV. Most Counties signed an earlier version of such an agreement years ago, with increased availability of information through web and other electronic media, Counties need to understand the implications of the release of DMV information under the agreement. All Counties are asked to sign the attached agreement, so that we will have the most current version of the agreement on file.

Under the DPPA, all personal information about vehicle owners or registrants that Counties receive from DMV is protected. Name, address or other personal information specific to a customer, not a vehicle, is not public information. This means that Counties may not release this personal information about any vehicle customer to persons not specifically authorized to receive it under DPPA exemptions.

The specific issue of concern is whether Counties can post on their websites the names and addresses of customers who have paid their vehicle taxes, or whether Counties can give out personal information about individuals in response to phone or other inquiries.

Counties can require a customer seeking tax information to provide whatever data the County decides is necessary in order to obtain the data. For example, the County could require a customer to provide name, tag number, address, VIN (or partial VIN), tax receipt number or any other identifier (or combination of identifiers) to access a record. However, Counties CANNOT display or give out owner-specific information about the subject vehicle; only vehicle-specific information can be provided.

This means that Counties could display (or give out) VIN, amount of taxes paid, date taxes were paid, expiration information about the plate or decal, or any other vehicle-based information, but cannot display or give out person-based information, unless the customer already has that information. So, for example, if a County requires that a customer provide a last name in order to obtain a record, the last name as provided can be displayed, but never the address.

We emphasize that this applies **ONLY** to information provided by the DMV; if Counties receive owner information from other sources, the data is not specifically protected under DPPA guidelines.

We suggest that you consult with your County attorney to develop processes that would allow you to stay within DPPA guidelines and fit your county's particular needs. County attorneys should also determine which entities are entitled to receive personal information under the exemptions provided for in the DPPA.

Each County entity receiving DMV vehicle data is required to sign and return the enclosed agreement. Each County will need to determine who must sign the agreement, since contract authorization varies by County.

You can mail your signed copy to:
Cathy Lucas
Procurement Manager
South Carolina Department of Motor Vehicles
PO Box 1498
Blythewood, SC 29016

Please let Cathy know if you have any questions. Her number is 803-896-7873, and her email address is cathy.lucas@scdmv.net. Thank you for your cooperation.

Cc: Marcie Adams, Executive Director
Frank Valente, General Counsel
Jimmy Farley, Chief of Staff
Steven Lake, Deputy Director, Support Services
Cathy Lucas, Procurement Manager

Encl: Personal Information Release Agreement (Local Agency) (May 25, 2007)

Agency Name Doonee County

Account # _____

**SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES
PERSONAL INFORMATION RELEASE AGREEMENT
(FOR LOCAL AGENCY)**

(Please type or print in ink)

This Agreement is entered into between Doonee County a local governmental agency in the State of South Carolina, hereinafter referred to as the User, and the South Carolina Department of Motor Vehicles, hereinafter referred to as the Department. This agreement period will begin on the date it has been signed by both parties and will remain in effect as long as the User continues to obtain personal information from the Department's records.

The User and the Department have entered into this Agreement as a supplement to the User having set up a user account by which it will obtain certain information and/or documents from the Department's records. The specific information and/or documents requested by the User contain personal information about Department customers.

The definitions of the term "personal information" vary in the laws cited below. As a summary for the purposes of this agreement, the User understands that the term "personal information" means information that identifies or describes an individual including, but not limited to, an individual's photograph, signature, social security number, date of birth, driver identification number, customer number, name, home address, home telephone number, height, weight, race, and other physical details.

The User certifies that it is entitled to obtain and use personal information recorded in the driver and vehicle files of the Department in accordance with the Driver Privacy Protection Act (DPPA), 18 U.S.C. Chapter 123. In particular, the User claims its use of such personal data will fit the exemption of 18 U.S.C. § 2721(b)(1), which states "For use by a government agency, including any court or law enforcement agency, in carrying out its functions, or by a private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions." The User certifies that the information from said records will be used for no purpose other than the purpose for which it was furnished.

The User certifies that it will comply with all applicable Federal and State statutes and regulations pertaining to personal information disseminated by the Department which include but are not limited to: the DPPA, § 607 of the Federal Fair Credit Reporting Act, Public Law No. 91-508, Title VI of the Consumer Credit Protection Act, S.C. Release of Licenses and Registration Information laws, S.C. Code §§ 56-1-510 to -540; the S.C. Freedom of Information Act S.C. Code §§ 30-1-160, et seq. and the S.C. Family Privacy Protection Act (FPPA), S.C. Code §§ 20-1-10, et seq.

Except as provided for in this agreement, the User certifies that the information will not be shared with, sold, given, transferred or otherwise made available to any other person, firm, corporation or government agency unless expressly agreed to by the Department in writing. *[Exceptions agreements allowing any dissemination of records must be negotiated with the Department and will then be incorporated herein as an Attachment.]*

S.C. Code § 30-2-50, which is part of the FPPA, requires that the Department give notice to all requestors of records that obtaining or using public records for commercial solicitation directed to any person in this State is prohibited. The User certifies that it will not misuse or allow the misuse of the information in violation of the FPPA.

Agency Name Doonee County

Personal Information Release Agreement For Local SC Agency
Revised May 25, 2007
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In the event that User resells or otherwise re-discloses personal information obtained from the Department, from each date said personal information is furnished to the User by the Department, the User will, for a period of five years [see DPPA §2721(a)] keep on file written evidence of the appropriate use of that set of personal information. The User further agrees that, in case any claim or litigation arises out of the disclosure of such information by the User or anyone to whom the User has disclosed such information, the User's personnel will assist the Department in defense of the claim or litigation.

The User will grant reasonable access to the Department's auditors or other persons acting on the Department's behalf to inspect the above records. Such access will be at the User's facilities unless the User and the Department agree on another site.

This agreement is subject to change due to the issuance of court orders or changes in State and/or Federal laws, rules, and regulations governing access and use of the requested information. If court orders are issued or if the laws, rules, or regulations change such that the terms of this agreement cannot be fulfilled, the agreement will be automatically and immediately terminated and all unpaid fees under any associated contract or agreement will be due and owing.

To the extent permitted by the law of the state of South Carolina, the User shall indemnify and hold harmless the Department, its officers, agents, and employees with respect to any claims asserted against the Department, its officers, agents, and employees arising out of the disclosure of such information by the User or anyone to whom the User has disclosed such information.

The User will not misuse or allow the misuse of the information in violation of any provision of law. If the Department determines to its own satisfaction that the User has either misused or allowed the misuse of the information, the Department may, in addition to other penalties provided by law:

- 1) Terminate this agreement immediately
- 2) Require the return of all files and media containing information provided by the Department
- 3) Require that the User delete any electronic files containing information provided by the Department.
- 4) Hold the User responsible for any damages arising from the misuse of the information
- 5) Make publicly available the evidence of information misuse, and
- 6) Take any other actions that the Department deems appropriate to protect the interests of the Department and the citizens of the State.

Except as otherwise provided for herein, this agreement may be terminated by either party with not less than thirty days written notice to the other unless a shorter time is agreed upon by mutual consent.

The User certifies that the User has caused this agreement to be signed by a duly authorized senior management level representative or agent, thereby binding the User, its personnel, its agents, and its representatives to the conditions stated in this agreement.

For purposes of notice under this agreement, the notice address for the User is:

User: Oconee County
Attention: Gregorio W. Nowell, Oconee County Treasurer
Address: 415 S. Pine Street
Walhalla, SC 29691
Telephone: (864) 638-4162

Agency Name: Oconee County

The notice address of the Department is:

South Carolina Department of Motor Vehicles
Attention: Executive Director
Post Office Box 1498
Blythewood, South Carolina 29818
Telephone: 803-896-8924
Facsimile: 803-896-8926

AS WITNESS HERETO, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES AND SEALS.

USER

Oconee County
User (print)

Marion E. Lyles
Authorized Representative (print name)

Authorized Representative (signature)

August 21, 2007
Date

57-6000391
Taxpayer Identification Number

415 S. Pine Street, Walhalla, South Carolina 29691
User's Street Address of Principal Place of Business

Chair, Oconee County Council
Authorized Representative's Agency Title

Witness

Witness

DEPARTMENT OF MOTOR VEHICLES

Authorized Representative (print name)

Authorized Representative (signature)

Date