

A G E N D A

OCONEE COUNTY COUNCIL MEETING

TUESDAY, JULY 7, 1998

7:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes of Regular Meeting Held June 16, 1998
4. Approval of Minutes of Special Meeting Held June 30, 1998
5. Public Hearing to Receive Written and/or Oral Comments Regarding Ordinance 98-5, "AN ORDINANCE TO REGULATE SEXUALLY ORIENTED BUSINESSES WITHIN THE UNINCORPORATED AREAS OF OCONEE COUNTY"
6. Consideration of Approval of Hazmat Grant - Mr. Henry Gordon, Emergency Preparedness Director
7. Consideration of Bids for Yard Tractor for Solid Waste - Mr. Jack Hirst, Solid Waste Director & Ms. Marianne Dillard, Purchasing Agent
8. Consideration of Awarding a Contract for Auditing Financial Statements of Oconee County for Fiscal Year 1998-99 - Mrs. Phyllis Lombard, Finance Director & Ms. Marianne Dillard, Purchasing Agent
9. First Reading of Ordinance 98-7, "AN ORDINANCE TO AMEND ORDINANCE 85-2, OCONEE COUNTY MANUAL OF CENTRALIZED PURCHASING" in title only
10. Old Business
11. New Business
12. Adjourn

Prior to the regular Council Meeting at 7:00 pm there will be an open meeting July 7, 1998 at 6:30 pm in Council Chambers, 208 Booker Drive, Walhalla, SC for the public to express their concerns to Council. Anyone wishing to speak will need to sign in and give the subject on which they wish to express their concerns.

Mr. Tim Hall III Mr. J. Harold Thomas, District II
Mr. Harry R. Hamilton, District III Mrs. Ann H. Hughes, District IV
Mr. Charles R. "Chuck " Timms, District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, July 7, 1998 at 7:00 pm in Council Chambers with all Council members and the County Attorney present.

PRESS:

Members of the press notified (by mail): Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WSNW Radio, WCCP Radio, WPEK Radio, The Times Upstate, Northland Cablevision, WYFF TV, WSPA TV & WLOS TV.

Members of the press present: Dick Mangrum - WGOG Radio, Brian Fulkerson - Journal/Tribune & Liza Hughes - WYFF TV.

CALL TO ORDER:

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

INVOCATION:

The invocation was given by Rev. Clint Richardson.

MINUTES:

Mr. Timms made a motion, seconded by Mr. Thomas, approved 5 - 0 that the minutes of the regular meeting held June 16, 1998 be adopted as printed.

Mr. Thomas made a motion, seconded by Mr. Hamilton, approved 5 - 0 that the minutes of the special meeting held June 30, 1998 be adopted as printed.

PUBLIC HEARING:

First on the agenda was a public hearing to receive written and/or oral comments regarding Ordinance 98-5, "AN ORDINANCE TO REGULATE SEXUALLY ORIENTED BUSINESSES WITHIN THE UNINCORPORATED AREAS OF OCONEE COUNTY".

Mr. Terry Harper stated that he objected to Article 430 of the ordinance which refers to an Oconee County Board of Appeals. Further, Mr. Harper felt this was just one more step to zoning which he is opposed to and he did not feel it was necessary to have Article 430 in the ordinance.

Ms. Margaret Sitterlet expressed her appreciation to Council for the work they did on the noise control ordinance and expressed her hope that they did as well with this ordinance.

Mr. Fred Astin, Director of Missions, Beaverdam Baptist Association, stated he wanted to commend Council for their position and stated the position of the Association has not changed since 1996, he further stated he felt the county needed some regulation..

Rev. Freddie Bruce stated these clubs were degrading and he would fight against them.

Mr. Terry Harper then reminded Council of the resolution they signed stating they would not seek to zone property owned by individuals.

HAZMAT GRANT:

Upon request of Mr. Henry Gordon, Emergency Preparedness Director, Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 5 -0 that the attached HAZMAT Grant be adopted.

SOLID WASTE (YARD TRACTOR):

Upon recommendation of Mr. Jack Hirst, Solid Waste Director & Ms. Marianne Dillard, Mr. Thomas made a motion, seconded by Mr. Timms, approved 5 - 0 that the bid for a yard tractor for Solid Waste be awarded to Carolina Tractor & Equipment Co. at a cost of \$49,119. (See attached bid sheet)

COUNTY AUDIT:

Upon recommendation of Mrs. Phyllis E. Lombard, Finance Director & Ms. Marianne Dillard, Purchasing Director, Mr. Timms made a motion, seconded by Mr. Hall, approved 5 - 0 that the firm of Byerley & Payne audit the county records for fiscal year ending June 30, 1999 at a cost of \$26,265. (See attached letter)

ORDINANCE 98-7:

Mrs. Hughes made a motion, seconded by Mr. Timms, approved 5 - 0 that Ordinance 98-7, "AN ORDINANCE TO AMEND ORDINANCE 85-2, OCONEE COUNTY MANUAL OF CENTRALIZED PURCHASING" be adopted on first reading in title only.

The Purchasing, Contracting, Real Estate, Building & Grounds Committee then scheduled a meeting Tuesday, July 14, 1998 in the new chambers at 415 South Pine Street for the purpose of discussing said ordinance.

ANIMAL CONTROL:

Mr. Timms stated he felt the county needed to expedite discussions of the Animal Control Ordinance and that we needed to have a representative from DHEC present for these discussions. Mr. Orr referred this matter to the Law Enforcement, Safety, Health,

Welfare & Services Committee.

NEWRY :

Mr. Hamilton stated he felt there needed to be a committee appointed to study the Newry situation, specifically for the purpose of getting cost estimates and applying for grants and further that it might be advisable to hire an engineer to advise the county regarding the matter. Mr. Hamilton suggested a possible committee of : Mr. Jon Caime, County Engineer, Mr. Jack Hirst, Solid Waste Director, a City of Seneca representative, two representatives from Newry, one Rural Fire representative, a representative from DHEC and a representative from COG.

CITY OF WESTMINSTER:

Upon request of Mrs. Hughes, Council deemed it appropriate to meet with officials from the City of Westminster to discuss the charge for USA Waste to use the transfer station for their Westminster's waste.

SUBDIVISION SIGNS:

Mr. Thomas made a motion, seconded by Mr. Timms, approved 5 - 0 that the county place signs at the entrance of subdivisions that are not maintained by the county to inform citizens and potential buyers that those roadways are not a part of the county road system.

COMMISSION RESIGNATIONS:

Mr. Thomas made a motion, seconded by Mr. Hall, approved 5 - 0 that Mr. John Barnes' resignation as a member of Oconee County Parks, Recreation & Tourism Commission be accepted.

Mr. Timms made a motion, seconded by Mr. Thomas, approved 5 - 0 that Mr. Tim Hall's resignation as a member of the Oconee County Solid Waste Commission be accepted.

EXECUTIVE SESSION:

Mrs. Hughes made a motion, seconded by Mr. Thomas, approved 5 - 0 that Council go into executive session for the purpose of discussing contractual matters.

OPEN SESSION:

(COMMITTEE MEETING):

When open session resumed, the Law Enforcement, Safety, Health, Welfare & Services Committee scheduled a meeting Tuesday, July 14, 1998 immediately following the Purchasing, Contracting, Real Estate, Building & Grounds Committee for the purpose of discussing the animal control ordinance, the adult club ordinance and the Newry situation.

(SOLID WASTE):

Mrs. Hughes made a motion, seconded by Mr. Hamilton, approved 5 - 0 that the attached agreement by and between Oconee County and R&B Landfill, Inc., a USA Waste Services Company, for the transfer and disposal of solid waste when the county landfill is closed.

(SALE OF ACREAGE):

Mr. Cain, County Attorney, also informed those present that Council was provided with a draft copy of the deed and agreement regarding the sale of approximately 18.44 acres of the regional landfill site to Pickens County. There were no objections from Council regarding these documents.

(SENECA HEALTH CLINIC):

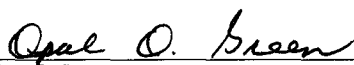
Mr. Cain further informed those present that the acquirement of the tract of land for the Seneca Health Clinic was progressing.

(SPECIAL MEETING):

Council scheduled a special meeting Thursday, July 9, 1998 at 6:00 pm in Council Chambers for the purpose of discussing contractual matters.

Adjourn: 9:25 pm

Submitted By:



Opal O. Green
Council Clerk

NUDE CLUB POSITION PAPER For Release August 20, 1996

Delivered to The Oconee County Council

Thank you for the opportunity to speak this afternoon. My name is Fred Astin, Director of Missions for the Beaverdam Baptist Association. I represent the members of our 64 churches and two under watch care. I appear before you to express our concern over the proliferation of Adult entertainment establishments in our county.

I realize our Supreme Court in situations similar to ours has ruled that nude dancing is protected under the provisions of the First Amendment to our Constitution. That as it may be, we contend our founding fathers never intended that the Constitution, Bill of Rights, nor subsequent laws be used to contribute to the moral decay of our land. We have been advised by others who have faced this issue that a defense along purely religious lines, if it gets to that point, holds little chance in the judicial arena. I, personally, find this strange as the Judeo-Christian ethic is the foundation for our whole judicial system.

We are deeply concerned that Oconee County remains a healthy place to raise our children and grandchildren and are concerned that these clubs will influence these little ones in a negative manner.

Being the citizens of two kingdoms, we as Christians know the demands of the eternal kingdom and have the right and the responsibility to influence the moral direction of the temporal. If it is true that our religious beliefs and moral convictions carry little weight in the debate over this issue, we are convinced we can make a case against these clubs on a purely practical level. It is our contention, and studies bear this out, that where these clubs have located there is a lowering of property values, an increase in crime, and drug and alcohol abuse.

Further be it known I do not stand alone in my objection to the further proliferation of these clubs. In tomorrow's edition of the Seneca Journal, a full page ad placed by the Christian Life and Public Affairs Committee of the Beaverdam Baptist Association will appear. This ad has the endorsement of 2152 Oconee residents who feel as I do. Please bear in mind the signatures in the ad were obtained with only two days notice. We are still receiving signatures even after our deadline for the paper.

We ask for your action to limit, if not to eliminate (which is our earnest desire), this blight on the Golden Corner scene.

Respectfully Submitted,

Rev. Fred Astin

Rev. Fred Astin
Director of Missions
Beaverdam Baptist Association

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Director of Missions
Beaverdam Baptist Association

South Carolina
Hazardous Materials Emergency Planning
(HMEP)
Planning & Training Grant



Application Package

Application Due Date:
July 2, 1998

June 1998
South Carolina
Emergency Preparedness Division

THE HMEP GRANT APPLICATION PACKAGE

I. INTRODUCTION

Since 1987, emergency planning has been required under a Federal law entitled the "Emergency Planning and Community Right-to-Know Act," sometimes called EPCRA or Title III of the Superfund Amendments and Reauthorization Act (SARA).

Every South Carolina county established a "Local Emergency Planning Committee (LEPC)" to undertake the emergency planning process and all completed at least an initial emergency plan. Many LEPCs have not been able to maintain their planning process to the extent needed to be fully prepared for all types of hazardous materials emergencies. They have not had adequate financial and technical resources to undertake the detailed data gathering, analysis, and planning needed to ensure adequate preparedness for hazardous materials emergencies. EPCRA emphasizes planning for facilities using hazardous materials but few LEPCs have been able to completely plan for emergencies involving transportation of hazardous materials.

The Hazardous Materials Transportation Act (HMTA), as amended by the Hazardous Materials Transportation Uniform Safety Act of 1990 (HMTUSA), was enacted by the Federal government to improve the emergency planning and emergency response training that is to be done under EPCRA. Specifically, this legislation established a reimbursable grant program that would be funded by fees collected from shippers and carriers of certain hazardous materials. The annual grant program is currently authorized to run through fiscal year 1999, but U.S. Department of Transportation is working on legislation to continue it beyond that initial authorization. During the first annual budget period, the program was known as the HMTUSA Grant Program. For the second budget period, it was renamed the HMTA Grant Program, and since the third budget period it has been named the Hazardous Materials Emergency Preparedness (HMEP) Grant Program. The sixth budget period will run from October 1, 1998 through September 30, 1999. The grant program is divided into two subprograms, planning and training. Through the program, LEPCs in South Carolina have an opportunity to obtain financial and technical resources to help renew or enhance their planning process and training activities. Funds are made available on an 80/20 match basis. (Matching funds can be either a hard or soft match.) This booklet explains how these planning and training grants can be used by LEPCs and provides the necessary forms to use when applying for grant funds.

In South Carolina, the HMEP Grant Program is managed by the Emergency Preparedness Division. In order to give all LEPCs an equal chance to have their projects funded, applications must be received by the Emergency Preparedness Division no later than July 2, 1998. Applications received after that date will be considered on a first come, first served basis only as long as funds are available.

THE HMEP GRANT APPLICATION PACKAGE

II. PLANNING GRANTS

Planning grants can only be awarded to and be used effectively by LEPCs that are actively attempting to complete their responsibilities under EPCRA. Some LEPCs within the State are more active than others and in the past have received the bulk of the grant funding. Any LEPC that applies for a planning grant and is making a good faith effort to revive/expand its planning program will be considered for funding.

Most LEPCs in South Carolina have no direct source of funds for even the most basic, routine activities under EPCRA, such as printing or postage. Therefore, a portion of the grant funds — called Program Implementation Grants — will be allocated to any LEPC that applies. These grants will this year provide up to \$300.00 to support routine program implementation, or any necessary and worthwhile purpose allowable under the Federal regulations.

LEPCs may also propose Special Project Grants to complete or enhance their EPCRA planning. Examples of eligible activities include: 1) Development, improvement, and implementation of emergency plans required under EPCRA, as well as exercises which test the emergency plan; 2) An assessment to determine flow patterns of hazardous materials within a State or between a State and another State; 3) An assessment of the need for a regional hazmat emergency response team; 4) An assessment of local response capabilities; 5) Conduct of emergency response drills and exercises associated with emergency preparedness plans; 6) Provision of technical staff to support the planning effort; or 7) Additional activities deemed appropriate and approved by the Grant Administrator. Special Project Grants will normally be provided for a one year period, although longer projects can be funded by applying again in subsequent years. Normally, no equipment may be purchased under this grant other than Hazmat exercise support items. Planning grant funds awarded to LEPCs must be obligated by August 31, 1999, or will be returned to EPD to be used for a community awareness project.

Attachment P-1 gives examples of projects that could be funded under HMEP Planning Grants. Attachment P-5 gives examples of costs that can be used as a soft match to satisfy the 20% local match requirement.

A SERC/EPD Grant Committee will select LEPCs for Special Projects Grants based on criteria designed to ensure that the projects most needed and beneficial to the state as a whole will be undertaken. Rating criteria include; Impact, Joint Benefit, Priority, Timing, and Cost Effectiveness.

THE HMEP GRANT APPLICATION PACKAGE

III. PLANNING GRANT APPLICATION PROCEDURES

In South Carolina, an LEPC may not receive funds directly from the State; however, a county government can. Therefore, the Emergency Preparedness Division will accept applications for planning grants from the LEPC, but will award funds to the respective county government. If the grant application is approved, the county emergency preparedness coordinator/director will be both the grant representative of the LEPC, and the person directly accountable for the expenditure of the grant funds.

The LEPC and the county coordinator/director should work together to determine which projects qualify for grant funding. Only active LEPCs and LEPCs making a good faith effort to revive/expand their programs are eligible to receive grant funding. For Program Implementation Grants, complete and submit Attachment P-2 and P-3. For Special Project Grants, complete and submit Attachments P-2 and P-4. LEPCs may request funding for both Program Implementation and one or more Special Projects. Submit a separate Attachment P-4 for each Special Project.

More than one LEPC can cooperate to conduct a joint planning project. The emergency management coordinator/director from one of the counties involved must assume the complete responsibility for the application and the expenditure of the grant funds.

The application forms should be completed as fully as possible. Assistance with project selection, form completion, or additional reference material is available from your EPD Area Coordinator and/or the HazMat Program Manager. The list of example projects in Attachment P-1 may be helpful.

Send your completed application package to: HazMat Program Manager, S.C. Emergency Preparedness Division, 1429 Senate Street, Columbia, SC 29201. Applications received by July 2, 1998 will be considered on an equal basis. Applications received after July 2, 1998 will be considered on a first come, first served basis, as long as funds are available.

IV. TRAINING GRANTS

HMEP HazMat training has been conducted successfully by the S.C. Fire Academy since January 1994 in an on-going program of courses. The list of available course has been modified from time-to-time. The current list of courses is at Attachment T-2.

Training requested from the S.C. Fire Academy will be presented at the location

THE HMEP GRANT APPLICATION PACKAGE

designated by the LEPC. The only requirements of the LEPC are to provide the facility for the training and a guarantee of at least 15 students per class. Courses will not be held if there are less than 15 students present for the training. If you can not get sufficient students from your own county, you may be able to find additional students in neighboring counties.

In addition, counties may conduct their own training with qualified instructors. Again, courses will not be approved for funding if there are less than 15 students present for the training.

Both methods are encouraged and will be continued. In either case, an 80/20 match is required. Salaries of non-State employee students will usually satisfy the matching requirement. All courses approved for funding are subject to monitoring by SCEPD to ensure quality control of training. LEPCs that request courses that end up being cancelled due to insufficient numbers of students risk having lower priority for future funding.

V. TRAINING GRANT APPLICATION PROCEDURES

Complete and submit Attachment T-1 for training requested from the S.C. Fire Academy. Please list at least two preferred dates for each course requested.

LEPCs may request self-training if they have the facility, instructor, and course materials necessary to conduct the course, or are willing to make all necessary arrangements. Reimbursement will normally be limited to the amount normally charged by the Fire Academy for the same course. Any requests for the International Society of Fire Service Instructors (ISFSI) courses must be handled as self-training. Complete and submit Attachment T-3 for any self-training being requested.

Although most of the training courses are geared toward the fire service, we urge all LEPCs to include law enforcement and medical responders, as well as emergency management staff and public officials in their hazmat awareness and operations level training program. EPD will give priority to requests which include a more varied student audience.

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT P-1: EXAMPLES OF PLANNING GRANT PROJECTS

Implementation Projects

- 1) Printing emergency plans and procedures
- 2) Printing facility data response information
- 3) Postage of LEPC correspondence
- 4) Holding a public information meeting
- 5) Audio-visual aids

Special Projects

- 1) Hazard, risk, or vulnerability analysis
- 2) Transportation/commodity flow study
- 3) Capability assessment
- 4) Development/review/update/enhancement of plans and procedures
- 5) Exercise of plans and procedures (some supplies and small equipment items may be purchased with prior approval, however NO operational equipment)
- 6) Survey and assessment of the need for a hazmat response team
- 7) Installation/update of CAMEO software (with prior approval; software now comes under the equipment limitations)
- 8) Development and maintenance of CAMEO databases
- 9) Development/enhancement of hazmat reference library
- 10) Verification survey of Tier II reports
- 11) Expansion of public information effort (e.g. production/distribution of brochures, fact-sheets, booklets, etc.)

NOTE: These suggested activities and projects are considered to be high priority, but other projects will be given consideration for funding as well. Above projects are normally funded in the listed category but may also be funded under the other category.

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT P-2: LEPC CERTIFICATION

Type grant being applied for: Program Implementation Special Project

TO: HazMat Program Manager, South Carolina Emergency Preparedness Division,
1429 Senate Street, Columbia, SC 29201

FROM: Oconee County LEPC

LEPC Information:

Name of Chairperson: Anthony Klutz Number of Members: 36

Number of meetings in preceding 12 months: 4 Date of Last Meeting: 5-13-98

Date of Next Scheduled Meeting: 8-26-98

LEPC Activities (Check as appropriate):

Response SOPs: Underway Completed Completion Date _____

Hazard Analysis: Underway Completed Completion Date _____

Plan Exercised: Yes No Date of Last Exercise 10-13-97

Facility Outreach Program: Yes No

Public Information Program: Yes No

Other (Note activity) _____

Certification:

Coordinator

- 1) I certify that I was appointed/elected as the ~~Chairperson~~ ^{Coordinator} of this LEPC.
- 2) I certify that the LEPC is complying with Section 324 of EPCRA - Public Availability of Plans, Data Sheets, Forms, and Follow-up Notices.
- 3) I certify that all LEPC members have had the opportunity to review this application.
- 4) I understand that the designated agency that will receive grant funds will be subject to audit by the South Carolina Emergency Preparedness Division.

Henry H. Gordon, Jr.
Signature of LEPC ~~Chairperson~~
Coordinator

7/2/98
Date

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT P-3: PROGRAM IMPLEMENTATION GRANT APPLICATION

TO: HazMat Program Manager, South Carolina Emergency Preparedness Division,
1429 Senate Street, Columbia, SC 29201

FROM: Oconee County LEPC

Briefly describe the reason for requesting a Program Implementation Grant and how the grant will be utilized:

The Oconee County Local Emergency Planning Committee (LEPC) receives no funding for administrative expenses. Grant funds will be used for producing and mailing out of information packets to LEPC members and industries located within Oconee County, primary cost of annual update of the Emergency Operations Plan for Oconee County, publication of the Title III Notice, and other administrative and exercise costs of the LEPC.

Method of meeting 20% In-Kind Match:

Donated time from LEPC members.

Amount Requested: \$ 300.00 (Not over \$300.00)

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT P-4: SPECIAL PROJECT GRANT APPLICATION

TO: HazMat Program Manager, South Carolina Emergency Preparedness Division,
1429 Senate Street, Columbia, SC 29201

FROM: Oconee County LEPC

Describe the Special Project by answering the following questions:

1. Briefly describe the reason a Special Project Grant is needed. What specific problem(s) will the grant funds help to solve? How many jurisdictions and organizations will be helped by the grant?

The grant is needed to defray costs of planning and conducting a HAZ-MAT exercise for Oconee County. The grant will help to solve problems of evacuation, traffic management, hazardous chemical identification and containment, and patient care. A minimum of ten agencies will benefit directly from the grant plus the citizens of Oconee County.

2. What are the work tasks to be included in the project?

The exercise will consist of a tornado resulting in an evacuation in a small town near a manufacturing facility. The tasks of evacuation, hazardous chemical, medical treatment, identification, containment, fire fighting and operation of the EOC will be accomplished.

3. When will the work tasks be started and completed?

Planning will begin in August 1998; work on the exercise will be completed by March 1999.

4. Who will do the work tasks and why were they selected for the tasks?

Members of the LEPC and members of the various volunteer agencies to include fire, HAZ-MAT, rescue squads, Red Cross, as well as members of the law enforcement, EMS, DHEC, and evaluators were selected to assist with the exercise and/or improve their expertise.

5. What new work products (reports, plans, maps, etc.) will the special project produce?

N/A

THE HMEP GRANT APPLICATION PACKAGE

Describe the budget for the special project by answering the following questions:

6. How many work hours will be spent on each major work task? (list by major task)

A minimum of 60 work hours will be spent in planning the exercise. The conduct and critique of the exercise will take a minimum of 400 work hours.

7. What is the total cost for the special project? \$1,000.00

8. Give the costs for each of the following (if applicable):

Direct salaries/wages: _____ Travel costs: _____

Personnel benefits: _____ Equipment/supply costs: _____

Total Personnel Costs: _____

Any other costs: _____ Describe cost: The cost of use of a conference room, equipment, chairs, tables, etc., for the conduct of HAZ-MAT exercise and critique.

9. If equipment and supplies will be purchased, list below the cost for each item:

N/A

10. Describe why equipment and supplies need to be purchased for the special project (What impact will denial of the purchase have on the project?):

N/A

11. If a contractor will be used in completing the special project, answer the following:

a. Why is a contractor needed:

b. Who is the contractor and why was he/she selected:

c. What work tasks will the contractor complete:

THE HMEP GRANT APPLICATION PACKAGE

- d. Who will supervise the contractor's work and be responsible for its completion:

Provide the following information to help the Emergency Preparedness Division determine the priority for this special grant application:

12. Will other LEPCs or other organizations from outside the county participate in the project: and if so, describe their participation:

Representatives from outside fire and HAZ-MAT organizations will serve as evaluators for the exercise.

13. Will the special project grant funds be combined with other sources of funding, and if so, describe the amount and sources of other funding:

No.

14. Describe how 20% In-Kind match will be met:

Time donated by the LEPC staff in planning and conduct of the exercise.

If the funding requested had to be reduced:

15. What work tasks or purchases would be the first to be eliminated, reduced or modified:

If funding were reduced, we would look for alternative sources to complete the project.

16. How much would the project cost be decreased by the above modifications:

N/A

17. How much could the project be decreased before it is no longer a valid, worthwhile project:

N/A

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT P-5: EXAMPLES OF COSTS AVAILABLE FOR USE AS A SOFT MATCH

NOTE: All in-kind matching costs must be reasonable, allowable and allocable to the project.

1. Salaries, fringe benefits, per diem, housing, or travel expenses incurred by any person other than a STATE employee while attending classes or involved with the program.
2. Private contributions such as corporate contributions of facilities, equipment, or services (e.g., tank car, cargo tank trailers, van trailer, training site, hazmat equipment, first aid ambulance stand-by, classroom space).
3. Voluntary contributions such as: firefighter support, emergency personnel support, and the time of any LEPC member.
4. Equipment or facilities used for exercises, whether public or private.
5. Voluntary expenditures such as:
 - A person in the community who is a chemical engineer or a physician donates his/her time during an exercise.
 - A professor volunteers to be trainer or to train-the-trainers.
 - Citizens volunteer to set up or participate in exercises.
6. Facility space (e.g., a surplus school building used as hazmat academy) is donated to house courses or conduct exercises.
7. University students volunteer time to participate in exercises, aid data collection, or assist in exercise report generation.

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT T-1: TRAINING COURSE APPLICATION

TO: HazMat Program Manager, South Carolina Emergency Preparedness Division,
1429 Senate Street, Columbia, SC 29201

FROM: Oconee County LEPC

1. We request the following HAZMAT TRAINING courses:

<u>COURSE #/TITLE</u>	<u>DATES (Pri & Sec)</u>	<u>LOCATION</u>	<u># STUDENTS</u>
#3300 Confined Space Rescue	Nov. 98 (Pri) Jan. 99 (Sec)	Oconee County	20
#2719 HazMat Technician Refresher	Jan. 99 (Pri) Nov. 98 (Sec)	Oconee County	20

Please fill in the Course#/Title from the course menu (Attachment T-2). List both primary and secondary dates. Annotate the location where the training is to be held. Ensure that you will have a sufficient number of students before requesting a course. Failure to have at least 15 students will result in course cancellation and may jeopardize future funding.

2. Point of contact:

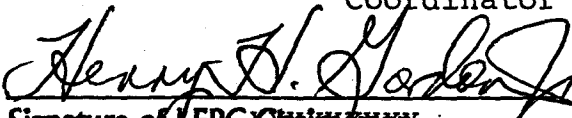
Name: Henry H. Gordon, Jr.

Phone: (864) 638-4200

3. Certification:

Henry H. Gordon, Jr.

Typed/Printed Name of LEPC ~~Chairman~~
Coordinator


Signature of LEPC ~~Chairman~~
Coordinator

7/2/98
Date

July 2, 1998

Bid Tabulation -Yard Tractor for Solid Waste

Bid No. 97-69
Walhalla, SC 29691

BIDDER	CAROLINA TRACTOR AND EQUIPMENT CO.	GUINN'S TRAILER SALES	OTTAWA TRUCK OF GEORGIA, INC.	PREVENTATIVE MAINTENANCE	WESTFALL VOLVA & GMC TRUCK	MID-AMERICA INTERNATIONA TRUCKS
Base Bid	46,780.00	NO BID	NO BID	NO BID	NO BID	NO BID
Sales Tax	2,339.00					
TOTAL	\$ 49,119.00					
Delivery	90 DAYS					
Attended Bid Opening:	MARIANNE DILLARD, ANN ALBERTSON, LEE DAVIS					

BID NO. 97-69

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

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

The CAROLINA TRACTOR AND EQUIPMENT CO.
submits herewith our Bid in response to bid request number shown above, and in compliance with the
description(s) and/or specification(s) attached hereto for a yard tractor for the Solid Waste
Department

Base Bid	\$ <u>46,780.00</u>
Sales Tax	<u>2,339.00</u>
TOTAL	\$ <u>49,119.00</u>

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda are issued, write the word "NONE".

Addendum Number	Date
<u>NONE</u>	<u> </u>
<u>NONE</u>	<u> </u>

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

Completion/Delivery Date ARO: 90 DAYS

Bidding Organization: CAROLINA TRACTOR

Mailing Address: 1022 Thousand Oaks Blvd., GVL, SC 29607

Signature of Bidders Representative: *[Signature]*

Title: Territory Manager Date: 6-30-98

Telephone: 864-297-5755 Fax: 864-458-8028

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

DATE: 30 June 1998 BID NO 97-69

The Carolina Tractor & Equip. Co. takes the following exceptions:
(Bidder)

1. The Cummins 6BT offers 145 HP

SIGNATURE: _____



Byerley & Payne
CERTIFIED PUBLIC ACCOUNTANTS, P.A.
114 WEST NORTH FIRST STREET
SENECA, SOUTH CAROLINA 29678
864-882-1937

Kirk S. Messick
CERTIFIED PUBLIC ACCOUNTANT, P.A.
P.O. BOX 773
SENECA, SOUTH CAROLINA 29679
864-882-5390

RECEIVED
APR 30 1998
OCONEE COUNTY
PURCHASING DEPT.

April 27, 1998

Oconee County
208 Booker Drive
Walhalla, SC 29691

We are pleased to confirm our understanding of the services we are to provide for Oconee County for the year ended June 30, 1999. We will audit the financial statements of the Oconee County as of and for the year ended June 30, 1999.

Our audit will be an audit conducted in accordance with generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards* published by the Comptroller General of the United States, and if necessary, and the provisions of OMB Circular A-133, and will include tests of the accounting records of Oconee County and other procedures we consider necessary to enable us to express an unqualified opinion that the financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles, and to report on the Schedule of Federal Financial Assistance and on Oconee County's compliance with laws and regulations and its internal controls as required for a single audit.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. If necessary, our audit will include tests of transactions related to federal assistance programs for compliance with applicable laws and regulations. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. We will advise you, however, of any matters of that nature that come to our attention.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

We understand that you will provide us with the basic information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. This responsibility includes the maintenance of adequate records and related internal control structure policies and procedures, the selection and application of accounting principles, and the safeguarding of assets.

Our audit is not specifically designed and cannot be relied on to disclose reportable conditions, that is, significant deficiencies in the design or operation of the internal control structure. However, during the audit, if we become aware of such reportable conditions or ways that we believe management practices can be improved, we will communicate them to you in a separate letter.

Our fee for the audit will be \$26,265. The performance bond will continue to be at County expense. Any unusual or unexpected situations requiring any additional accounting services would be discussed with you and authorized in writing before any such work would be performed. Any such services, if required, would be billed additionally at \$35 per hour.

We appreciate the opportunity to be of service to the Oconee County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter will continue in effect until canceled by either party.

Sincerely,



Mark A. Payne, CPA

RESPONSE:

This letter correctly sets forth the understanding of the Oconee County.

By: _____

Title: _____

Date: _____

JOHN C. BARNES
8 Marina View Circle
Salem, SC 29676
(864) 944-1967

June 25, 1998

Mr. Harrison Orr
Oconee County Supervisor
208 Booker Drive
Walhalla, SC 29691

Dear Mr. Orr,

From our prior discussions and documents you may recall my hope that my service on the Parks Recreation and tourism Commission might lead to a partnership with you which would hopefully result in improving the performance of the Parks Department and in a more proactive program for developing tourism as a basis for economic development.

Your direction was that the Commission's role was to be strictly advisory, and the Commission undertook to try to continue the improvement of the parks by advising the Director on various matters. I believe the parks have improved, especially as regards their financial performance. However, the condition of the physical facilities still falls short of what I believe the county residents have a right to expect. It will be necessary to continue to invest in the park infrastructure to reach a point when the residents can be proud of their community and when the parks can serve as a drawing card for new residents.

Now that the position of PRT Director has been abolished, there appears to be no further need for advice from the Parks, Recreation and Tourism Commission, and I would expect that the next step in your plan will be the abolishment of the Commission. Given the current environment I would agree with that step and therefore I tender to you my resignation as a member of the commission effective immediately.

I take this step with sadness because I had truly hoped that in some small way I might be of some service to the County, but it has become clear that my aspirations for the PRT are incompatible with your desires.

If there is any other way I could be of service to the County I remain willing and somewhat able.

Best regards,

John C. Barnes

Tim O. Hall, III
296 Lisa Lane
Mountain Rest, SC 29664

July 7, 1998

Oconee County Council

To Whom It May Concern:

Due to my election to Oconee County Council, I am notifying you of my desire to resign from the Solid Waste Commission effective immediately. Thank you and it was a pleasure to serve Oconee County on the Solid Waste Commission.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim O. Hall, III", written over a printed name.

Tim O. Hall, III

TRANSFER AND DISPOSAL AGREEMENT

DRAFT

*Mege with
Municipal Waste*

THIS AGREEMENT, entered into this ___ day of _____ 1998, by and between ^{RFB}
~~USA Waste, Inc.~~ ^{Landfill, Inc.}, a USA Waste Services Company and a Georgia corporation (hereinafter
referred to as "USA Waste"), and Oconee County, South Carolina political subdivision of the
STATE OF SOUTH CAROLINA (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the County desires to provide its citizens environmentally sound solid waste disposal solution to their solid waste disposal needs; and

WHEREAS, USA Waste and its affiliates have extensive experience in providing environmentally sound solutions to the problems posed by solid waste management; and

WHEREAS, USA Waste owns and operates Subtitle D Landfill in Banks County, Georgia (the "Landfill"), permitted to receive municipal solid waste by the Georgia Environmental Protection Division ("Georgia EPD"); and

WHEREAS, the County has determined that it would be in the best interests of its citizens to arrange for the transport and disposal of its solid waste to the Landfill; and

WHEREAS, the County will own and operate the Oconee County Transfer Station ("the Transfer Station") on real property owned by the County, from which solid waste may be loaded by County employees onto trucks and other vehicles owned or leased by USA Waste, or its subcontractors, and thereafter transported to the Landfill; and

WHEREAS, the County sought and received proposals from contractors for the transfer of Municipal Solid Waste from its Transfer Station to a permitted sanitary landfill that meets all Subtitle D requirements; and

WHEREAS, the parties hereto desire to cooperate so that Municipal Solid Waste

DRAFT

generated within the jurisdictional limits of Oconee County will be transported from the Transfer Station to the Landfill, all in an environmentally secure and economically sensible manner.

NOW THEREFORE, in consideration of the premises, the covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, each intending to be legally bound hereby, do agree as follows:

1. **Transfer Station Operations**. The County shall operate the Transfer Station in accordance with applicable permits, laws, rules, regulations, and ordinances of state, federal, and local regulatory agencies. All municipal solid waste within the County and which is subject to this Agreement shall be transported to the Transfer Station. USA Waste, or its subcontractors, shall provide all labor, materials, and equipment necessary to transport Acceptable Waste (as hereinafter defined) from the Transfer Station to the Landfill for disposal. All municipal solid waste transported by USA Waste, or its subcontractors shall be so contained, tied and enclosed so that spilling or blowing is prevented. USA Waste shall also be responsible for cleaning up any spills to the extent caused by USA Waste employees or subcontractors in the course of performing these services. USA Waste and the subcontractors shall comply with all reasonable rules and regulations regarding the Transfer Station, as established by the County in effect as of the date hereon and as may be amended from time to time. The Transfer Station shall be open from 8:00 a.m. to 4:00 p.m. on all weekdays and from 8:00 a.m. to 1:00 p.m. on Saturday. The Transfer Station will be closed on Sundays and the following holidays: Fourth of July, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, and Labor Day.

2. **Acceptable Waste**. USA Waste shall be obligated to accept for disposal, at the

TRANSFER AND DISPOSAL AGREEMENT

DRAFT

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Landfill, Inc.
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DRAFT

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2. **Acceptable Waste**. USA Waste shall be obligated to accept for disposal, at the

DRAFT

Landfill any material allowed for disposal by its permits, state or federal laws, rules, and regulations. ^{Acceptable waste} However, Acceptable Waste expressly excludes any of the following ("Unacceptable Waste"):

A. Any material which is toxic, infectious, pathological, highly flammable, explosive, radioactive, or otherwise reasonably determined by USA Waste to be dangerous;

B. Any material the disposal of which would violate present federal or state laws, rules, regulations as the same may be amended, from time to time;

C. Any "Hazardous Waste", which shall be deemed to be: (i) any waste defined as "hazardous waste" by Section C of the Resource Conservation and Recovery Act, as amended, (ii) any waste defined as "hazardous waste" by GA EPD, (iii) solid waste which, because of its quantity, concentration or physical, chemical, or infectious characteristics may: (a) cause or significantly contribute to an increase in serious irreversible or incapacitating reversible illness, or (b) pose a substantial present or potential hazard to human health, the Landfill or the environment when treated, stored, transported, disposed of or otherwise managed;

D. Any non-hazardous domestic irrigation return flows or industrial wastewater sludge not approved for disposal by Georgia EPD regulations, or industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended;

E. Any nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended;

3. Rejection of Unacceptable Waste. The County shall inspect any solid waste received at the County Transfer Station. The County shall implement screening procedures in accordance with the requirements of its permits and ^{applicable} ~~applied~~ law so as to make reasonable efforts to insure that no ^{waste is} unacceptable ~~materials are~~ loaded into USA Waste's trailers. Once

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USA Waste removes trailers from the County Transfer Station, USA Waste assumes responsibility for the contents of the trailers.

4. Fees. USA Waste shall provide the labor and equipment necessary for the transportation and disposal of Acceptable Waste from the County Transfer Station. The County agrees to pay USA Waste for the services it provides the County in accordance with the fee schedule attached hereto as Exhibit "A", which is based and will be billed upon a required twenty (20) ton minimum load. USA Waste ^{will make reasonable efforts to} leave trailers in the Transfer Station until a full load is available. The foregoing fees shall be increased commencing on the second anniversary date and continuing annually thereafter for the remainder of the Agreement term and any extension thereof by the amount of any increase in the Consumer Price Index-Urban Wage Earners-Southeast Region, provided that no such increase shall exceed five percent (5%) ok in any one year.

The County shall be invoiced monthly on the basis of ^{weigh out} tonnage collected and weighed ok at the County Transfer Station and disposed of at the Landfill for the preceding month, and payment is due thirty (30) days after receipt. Overdue amounts are subject to a service charge of one and one-half percent (1.5%) per month, or the maximum amount permitted by law, whichever shall be less.

All weights to be calculated hereunder for the purpose of billing and record keeping shall be at the scales located at the Transfer Station and operated by the County. USA Waste shall have the right from time to time to verify the accuracy of the scales. ^{Z SCALES}

USA Waste agrees to accept the ^{Acceptable} Waste of municipalities and other local government agencies generated within the County's border at the Subtitle D, R & B Landfill, in Homer, Georgia at \$18.00 per ton with the same Consumer Price Index increases set forth for the County. Individuals from Oconee County can dispose of waste at the Subtitle D, R & B

DRAFT

Landfill for \$18.00 per ton with the same Consumer Price Index increase per year as set forth for the County.

~~5. Term. This Agreement shall be effective from the date hereof and shall continue for a period of seven (7) years with an option to renew another seven (7) years without further action by the parties, unless revoked or terminated as provide herein. PROVIDED HOWEVER, that Oconee County shall be allowed to terminate this contract for any reason upon giving one hundred twenty (120) days written notification, without further obligation.~~

ok The parties acknowledge that Oconee County is currently investigating and/or pursuing other alternatives for the disposal and/or treatment of solid waste, to include the development of a regional solid waste/resource recovery/research project.

6. Insurance USA Waste shall at all times during the Agreement maintain ⁱⁿ full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, and shall provide certificates of insurance or other evidence satisfactory to the effect that such insurance has been procured and is in force. The policy or policies shall contain a certificate with the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the Certificate holder, thirty (30) days prior to written notice will be given to the certificate holder."

For the purpose of the Agreement, USA Waste shall carry the following types of insurance in at lease the limits specified below:

Coverage

Limits of Liability

Workman's Compensation

Statutory (South Carolina)

Price
26.25 ← del years
25.75 ← these years
50/100
100/500
100/5 per 1

no ok

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Employer's Liability	\$500,000
Bodily Injury Liability	\$1,000,000 each occurrence (Except Automobile) \$1,000,000 aggregate
Property Damage Liability	\$1,000,000 aggregate (Except Automobile) \$1,000,000 aggregate
Automobile Bodily Injury & Property Damage Liability	\$1,000,000 combined single limit per claim
Excess Umbrella Liability	\$1,000,000

County will maintain liability insurance for acts which occur as a result of County's acts or omissions on County property.

7. Compliance with Laws. USA Waste shall assume responsibility for obtaining all permits, licenses and approvals required by any federal, state or local authority as a contract carrier in order to perform the services, and that it shall maintain material compliance at all times during the term with any such permits, license or approvals. In addition, USA Waste will comply with all laws, rules or regulations applicable to the performance of the services, including environmental laws, and shall observe all regulations established at the Transfer Station and at the Landfill, and all applicable maximum weight requirements. USA Waste further agrees that it will not dispose of any of the County's Acceptable Waste in a non-Subtitle D Landfill.

This contract is only valid for disposal of County municipal solid waste into the Subtitle D, R & B Landfill in Homer, Georgia. No other landfill will be used for disposal of Oconee County's municipal solid waste, unless written permission is received from the County, which shall not be unreasonably withheld.

8. Indemnity. USA Waste hereby agrees to indemnify, hold harmless and defend the County from and against any and all loss, cost, damage, suit, liability, claim, settlement

DRAFT

cost and expense caused by, resulting from, or arising out of (i) the negligent acts or omissions or willful misconduct of USA Waste in the performance of the services under this Agreement; (ii) any breach by USA Waste of any representation, warranty or covenant hereunder; (iii) the operation or closure of any landfill where waste is deposited by USA Waste pursuant to this Agreement but only to the extent that such claims do not arise from Unacceptable Waste received from the County; or (iv) any violation by USA Waste of any applicable laws, rules or regulations.

but only to the extent that such claims do not arise from unacceptable waste received by the County

~~USA Waste also agrees to indemnify, hold harmless and defend the County from all liability (including attorneys' fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as Superfund) or comparable state law incurred as the result of the disposal under its contract with the County of solid waste materials.~~

9. **Performance Bond.** USA Waste shall furnish to the County, and keep current, a Performance Bond for the faithful performance of this Agreement and all obligations arising hereunder in the amount of \$ 1,000,000.00 within ten (10) days from the date of the execution of this Agreement. It shall be executed by a surety company licensed to do business in the States of South Carolina and Georgia and included under the list of surety companies approved by the treasurer of the United States, and in a form approved by the County.

*Removed
lig. Damages*

10. **Default of Agreement.**

A. The County may also cancel this Agreement, except as otherwise provided below ~~in section~~, by giving USA Waste thirty (30) days advance written notice, to be served as provided herein upon the happening of any one of the following events:

1. USA Waste shall take the benefit of any present or future insolvency statute, or shall make a general petition in or the benefit of creditors, or file a voluntary petition in

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bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

2. By order or decree of a Court, USA Waste shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of USA Waste, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any judgement or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and no effect; unless such stayed judgement or order is reinstated in which case, said default shall be deemed immediate; or

3. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of USA Waste, and such possession or control shall continue in effect for a period of sixty (60) days; or

4. USA Waste has defaulted, by materially failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the County pursuant thereto or has wrongfully failed or refused to comply with the instructions of the County relative thereto and said default is not cured within thirty (30) days of receipt ^{of} written notice by the County to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by USA Waste of written demand from the County to do so, USA Waste fails to commence the remedy

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of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof with USA Waste having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) days and (b) that is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time. However, notwithstanding anything contained herein to the contrary, USA Waste shall be deemed in default if it fails to provide services for a period of two consecutive days except in the event of a Force Majeure and is unable to for any reason or cause to resume performance at the end of the second such working day.

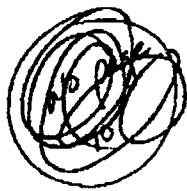
B. ~~Should~~ ^{occur} any of the events specified in said subsection (A) above and except as otherwise ~~provided~~ ^{provided} therein, termination shall be effective upon the date specified in the County's written notice to USA Waste and upon said date the Agreement shall be deemed immediately terminated and upon such termination all liability of the County under this Agreement to USA Waste shall cease; provided that, nothing contained herein, however, shall relieve the County from paying to USA Waste all monies owed USA Waste ~~up to the date of termination~~ ^{for services performed.}

11. Force Majeure:

A. If USA Waste is unable to perform, or is delayed in its performance of, any of its obligations under this Agreement by any reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for USA Waste to correct the adverse effect of such event of Force Majeure.

B. An event of "Force Majeure" shall mean any events or circumstances beyond the reasonable control of USA Waste to the extent that they delay USA Waste from performing any of its obligations under this Agreement, including without limitation the following:

- 1. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires and explosions (except



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those caused by negligence of USA Waste, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather; and

2. Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrections, riots, civil disturbances, or national or international calamities.

3. Change in any applicable law, regulation, rule, ordinance or permit condition, or the interpretation or enforcement thereof, limiting acceptance of waste at solid waste facilities not in effect as of the date hereof ~~provided that such change is not due to the act or omission~~

USA Waste

4. Any order, judgment, action or determination of any federal, state or local court, administrative agency or government body affecting the construction or operation of solid waste facilities, or the right or the ability to receive waste at the solid waste facilities.

*Reason why
not
with
USA
County
to force
USW*

~~Provided, however, that the County will not be responsible for USA Waste's inability to accept the County's municipal solid waste at the R & B Landfill due to poor or negligent USA Waste operations. In the event that USA Waste is forced to cease operations at the R & B Landfill due to poor or negligent operations, USA Waste will still be responsible to remove and dispose of the waste transported to the County's transfer station in a Subtitle D permitted landfill.~~

C. In order to be entitled to the benefit of this section, USA Waste shall be required to give prompt written notice, as soon as possible, to the County specifying in detail the event(s) of Force Majeure and shall further be required to use its best efforts to mitigate the effects of the event of Force Majeure.

12. Equal Employment Opportunity. In its performance hereunder, no party shall discriminate against any person because of race, sex, creed, color, religion or national origin. All solicitations for employees will state that the soliciting party is an equal opportunity

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employer.

13. Amendment of Agreement. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein above, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

14. Successors. This Agreement may not be assigned by USA Waste without the express written consent of the County, which consent will not be unreasonably withheld. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns. Provided, however, that the obligations of the County contained herein shall be subject to the appropriation of funds for such purpose(s) by the governing body of the County and any restrictions thereof imposed by State or Federal law

15. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the transportation of Municipal Solid Waste.

16. Governing Law. This Agreement is executed in the State of South Carolina, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of South Carolina. Jurisdiction and venue for any legal proceedings brought by either party pursuant to this Agreement shall be in the Court of Common Pleas for Oconee County, South Carolina or the United States District Court for the District of South Carolina.

17. Severability. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this

OK
OK

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Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one agreement.

19. Notice. Any requirement set forth in this Agreement as to the delivery of a written notice shall be met if such notice is hand-delivered to the addressee or is delivered by prepaid registered or certified mail, return receipt requested, or by overnight receipted delivery service addressed as follows:

To Oconee County: Oconee County Purchasing Department
201 West Main Street
Walhalla, SC 29691
Attn: Supervisor-Chairman

To USA Waste: ~~Walhalla~~ R & B Landfill, Inc.
705 Bennett Road
Homer, GA 30547
Attn: General Manager

20. Reports. The County's Engineer shall receive copies of the Groundwater and Solid Waste reports submitted to Georgia Environmental Protection Division twice each year during the term this Contract remains in effect. In addition the County shall receive a copy of the report required for the R & B Landfill permit condition 18(b) during the term this Contract remains in effect.

21. Authority of Parties. The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warranty that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement. The County further represents that, in approving and executing this Agreement, it is acting in

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a manner duly authorized by law and pursuant to all necessary preconditions for the undertaking of the obligations as set forth herein.

IN WITNESS WHEREOF, the parties hereto set their hands and seals, all as of the day and year first set forth above.

OCONEE COUNTY, SOUTH CAROLINA

By: _____

As its: _____

Attest: _____

As its: _____

~~USE HERE~~ **R & B LANDFILL, INC.**

By: _____

As its: _____

Attest: _____

As its: _____

DRAFT

EXHIBIT "A"
FEE SCHEDULE

1 st year	\$25.75/ton (Rate Firm)
2 nd year	\$25.75/ton (Rate Firm)
3 rd year	Rate Firm CPI increase (not to exceed 5%)
4 th year	CPI increase (not to exceed 5%)
5 th year	CPI increase (not to exceed 5%)
6 th year	CPI increase (not to exceed 5%)
7 th year	CPI increase (not to exceed 5%)

8 th year	Rate Firm CPI increase
9 th year	Rate Firm CPI increase
10 th year	Rate Firm CPI increase
11 th year	Rate Firm CPI increase
12 th year	Rate Firm CPI increase
13 th year	Rate Firm CPI increase
14 th year	Rate Firm CPI increase

CPI increase

5. **Term.** This Agreement shall be effective from the date hereof and shall continue for a period of one (1) year. At the end of the first year of execution, this Agreement shall be automatically renewed for six (6) consecutive one (1) year terms without further action by the parties.

The County's obligations hereunder shall terminate at the close of the initial one (1) year term and at the close of each succeeding one (1) year term absolutely and without further obligation on the part of the County and without any liability for such termination unless the Agreement is automatically renewed. This Agreement shall be automatically renewed after August 1, 1998, and each succeeding year unless terminated in accordance with the terms hereof with sixty (60) days prior written notice. At the end of this seven (7) year Agreement, it will automatically extend for another seven (7) years in one (1) year terms. The total obligation of the County, which will be incurred in the initial calendar year and in each calendar year of the renewal term, if renewed, shall be as provided herein.

Language for term

USA WASTE also agrees to indemnify, defend and hold harmless ~~the County~~ from all liability (including attorneys fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as Superfund) or comparable state law incurred as the result of the disposal under the ~~Agreement~~ Agreement after the date hereof of ^{the} County's waste materials. ~~It is understood and agreed~~ It is understood and agreed that this indemnity shall be null and void in the event of any breach by ^{the} County of any of the terms of the ~~Agreement~~ Agreement including, without limitation, the ~~County~~ County warranties regarding the waste materials delivered to ~~USA WASTE~~ USA WASTE.

receipt

8 11 10 Item 8