

STATE OF SOUTH CAROLINA            )  
                                                          )  
COUNTY OF OCONEE                    )            **INTERGOVERNMENTAL**  
                                                          )            **AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** made and entered into this 18th day of November, 2008, by and between OCONEE COUNTY, South Carolina, hereinafter called "the County", and the CITIES of SENECA, WESTMINSTER, WALHALLA AND WEST UNION, hereinafter called "the City", and the OCONEE COUNTY JOINT REGIONAL SEWER AUTHORITY, hereinafter called "the Authority", and it is hereby contracted and agreed by and between the parties hereto as follows:

**ARTICLE I**

The governing body of each of these entities has found this Agreement to be in the best interest of the public and each has approved this Agreement and authorized its execution by the undersigned officers. The prior Intergovernmental Agreement entered into on February 28, 2005, is hereby rescinded.

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

**FACTUAL BACKGROUND**

**Section 1.01**

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

2) The COUNTY is a body corporate and politic which is governed by a County Council and which, by virtue of Section 16 of Article VIII of the Constitution of the State of South Carolina, as well as other enabling legislation, is fully empowered to enter into this Intergovernmental Agreement.

3) The Authority is an Authority created pursuant to Chapter 25, Title 6, S.C. Code of Laws as Amended by Act No. 59 South Carolina Acts and Joint Resolutions effective June 6, 2007, whose primary function is to transport and treat wastewater and to collect wastewater in accordance with this Agreement.

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

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

6) The County and City agree that nothing in this Intergovernmental Agreement shall be construed as an impediment to annexation by the City. The County agrees not to oppose any lawful Petition for annexation received by the City. The parties agree that the City may make connection to the city water system contingent upon annexation notwithstanding the provisions of Section 4.03 herein.

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

(a) To facilitate the working together of the County, the Authority and the Cities for their mutual benefit and progress through the expansion of sewer systems and water systems.

(b) To protect the Cities from the costs related from system expansions outside of municipal limits, unless the cities decide to expand their systems outside of their municipal limits.

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

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

(e) NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS ALTERING OR CHANGING ANY AGREEMENTS BETWEEN THE SIGNATORIES OF THIS AGREEMENT CONCERNING WATER AND/OR SEWER TERRITORIES.

## **ARTICLE II**

### **DEFINITIONS**

#### Section 2.01

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

- 1) AGREEMENT shall mean this document, duly executed by the parties, and all amendments hereinafter made.
- 2) ARTICLES, SECTIONS and PARAGRAPHS mentioned by number are the respective Articles, Sections and Paragraphs so numbered.

- 3) CITY shall mean the City of Seneca, Walhalla, Westminster or West Union, as identified in Section 1.01 (1).
- 4) COLLECTION SYSTEM are those whose primary function is the collection of sewage from multiple and individual users in pipes eight (8") inches in diameter or larger with a manhole. Collection systems would normally include areas such as subdivisions, or streets where numbers of users exist, and from where sewage must be collected.
- 5) AUTHORITY shall mean the Oconee Joint Regional Sewer Authority.
- 6) COUNTY shall mean Oconee County.
- 7) DHEC shall mean South Carolina Department of Health and Environmental Control.
- 8) EPA shall mean the Environmental Protection Agency, an agency of the United States Government.
- 9) FORCE MAINS shall mean the discharge pipes from sewer pump stations that transport sewer under pressure, as contrasted to gravity lines which transport sewer by the natural fall of water in a downhill direction.
- 10) OJRSA shall mean the Oconee Joint Regional Sewer Authority.
- 11) PARTY OR PARTIES shall mean the signatories to this Intergovernmental Agreement and their successors and assigns.
- 12) PIONEER shall mean Pioneer Rural Water District.
- 13) PUBLICLY OWNED TREATMENT WORKS or POTW shall mean any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a municipal or regional treatment plant.

14) SERVICE CONNECTION shall mean a connection from an individual sewer user to a sewer main. Service connections are primarily mechanical connections of a smaller diameter sewer lateral to the larger diameter sewer main, as compared to connecting the lateral to a manhole.

15) SEWAGE TREATMENT PLANT shall mean any arrangement of devices and structures used for treating sewage.

16) SEWER MAIN shall mean an eight (8") inch or larger diameter pipe to which service lines may be connected, or through which collected sewage may be transported.

17) SINGLE SERVICE LINE shall mean a single line that serves only one customer that is owned by the individual customer and whose line is less than eight (8") inches in diameter.

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

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

20) DEFINITION OF FEES:

One Time Fees

(a) "Connection Fee" or "Tap Fee" is a fee charged to the user for the cost of physically connecting to the sewer system. This fee shall be set by the Authority or the City (depending on

the entity that owns the sewer main to which the connection is being made) based on the actual cost to the utility for connecting to the sewer system. The City's Connection Fee or Tap Fee shall be uniform throughout the City's sewer system outside of the City's city limits.

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

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

(d) "Oconee Joint Regional Sewer Authority Collection System Impact Fee" is a fee charged for the user's allocation of capacity in the AUTHORITY collection system. This fee shall be set by the AUTHORITY in accordance with DHEC contributory guidelines.

#### Monthly Fees

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

(a) "Billing Fee" is an administrative cost associated with billing by the City.

(b) "Depreciation" is the cost of the declining value and need for future replacement or refurbishment of the facilities, based on the expected life of the facilities. Depreciation shall be

based on the actual cost of the new system and shall be funded in accordance with standard accounting practices. Collection systems shall be depreciated over fifty years and Trunklines, Force Mains, and Pump Stations shall be depreciated over twenty (20) years.

(c) "Collector lines operation and maintenance (O&M)" is the cost of personnel, repairs, chemicals, utilities and other costs associated with the running and upkeep of equipment or facilities associated with the collection system to which the user is connected. (This is the O&M for the system expansion itself.)

(d) "Pumping charge" is the cost of the O&M on the pumps used by the Cities to transport the sewage to the Authority system.

(e) "Reimbursement fee" is a portion of the project cost that would be collected and returned to the County (could be part one-time fee and part monthly flow-based fee and interest).

(f) "Transportation fee" is the cost of transporting the sewage through the City system and includes I/I charges. This represents the cost of transporting sewage from a system or project through a City system. This does not include pumping charge.

(g) "Treatment fee" is a fee charged for the cost of the treatment of the sewage by the AUTHORITY. This fee shall be set by the Authority.

### **AGREEMENT**

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

## **ARTICLE III**

### **AGREEMENT CONCERNING SEWER**

This Article shall only apply to sewer issues.

#### **Section 3.01**

The Authority may construct, own and operate a sewer collection and transportation system in the unincorporated areas of Oconee County. The Authority agrees that the cities of Seneca, Westminster, Walhalla and the Town of West Union shall have the first option to construct and/or own and operate sewer lines in the unincorporated areas of the COUNTY, subject to section 3.02 herein. Nothing in this section or in this Agreement shall be construed as creating an obligation on the CITY, and/or AUTHORITY to construct a sewer line. CITY SHALL BE DEFINED AS THE INDIVIDUAL CITIES OF SENECA, WESTMINSTER, WALHALLA AND/OR THE TOWN OF WEST UNION.

#### **Section 3.02**

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



### Section 3.03

In the event that the cities of Seneca, Westminster, Walhalla and the Town of West Union wish to accept sewer lines owned and operated by the Authority, the respective city or town shall have the right to accept said lines based on the following if the Authority agrees to allow the CITY to accept said lines.

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

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

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

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

### Section 3.04

In the event that the Authority has a customer on City water that connects to the Authority sewer system, the respective city or town agrees to bill said customer for sewer services at a rate to be determined by the Authority. The respective city or town shall be entitled

to receive an administrative fee for providing the billing service. This fee shall be negotiated between the respective city or town and the Authority.

#### Section 3.05

The respective city or town agrees to allow the Authority to connect its sewer lines to city sewer lines for transportation to a wastewater treatment plant operated by the Authority.

#### Section 3.06

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

- a) Entities requesting to connect to an Authority or municipal line must have a feasibility study done by an engineer licensed in the State of South Carolina to determine the probable cost of the system, the impact on down stream facilities, and a basic design of the system sufficient to handle the entity's needs, including any desired future flow increases based on growth. The study shall be presented to the Authority, and the municipality (where applicable). A feasibility study shall not be required if the new line is a single residential service line and the maximum sewage output will be less than 400 gallons per day. The necessity of having a feasibility study may be waived by mutual consent of the Authority and the municipality (where applicable). The municipality's consent to waive a feasibility study will be necessary when any sewage from the prospective entity will flow through a line owned by the municipality. In the event that a dispute arises between the entity requesting connection to a sewer system and the Authority, and/or

municipality (where applicable), the dispute shall be resolved in accordance with the provisions set forth in Section 3.07, below.

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

c) Entities requesting to connect to existing sewer facilities shall be responsible for (1) All costs associated with the construction of the new system, and (2) All costs of connecting to the existing system. These costs shall include any upgrades necessary to accommodate the increased flow in the existing system. In addition, the sewer customer shall pay a monthly fee to be determined by the municipality or Authority. The monthly fee shall include fees for operation, maintenance, depreciation, treatment, debt service and transportation.

d) Any entity requesting to connect to an existing sewer system pursuant to this agreement shall be required to obtain all necessary rights of way for the new system.

e) Any entity requesting to connect to the Authority or municipality sewer system shall construct the new system in accordance with the sewer specifications of the Authority or municipality that will own and operate the sewer system to which the entity intends to connect.

These specifications may be changed, from time to time, by mutual agreement of the Authority, and municipality. The Authority and municipality (where applicable) shall have the right to inspect and test the new system throughout the construction phase of the project. The Authority and municipality may deny connection to the system if the new construction is not built to the specifications set forth in this section. The Authority or municipality shall maintain uniform specifications throughout the Authority or municipal system.

f) Notwithstanding any other section in this Intergovernmental Agreement and any rights this Agreement may give to entities as defined herein, connection to the Authority or municipal system may be denied for any reason with the mutual consent of the County, Authority and the undersigned city, if applicable.

#### Section 3.07

In the event that a dispute arises under Section 3.06 of this Agreement, any party to the dispute may adjudicate the dispute in accordance with the following provisions. This dispute resolution process only applies to Section 3.06 of this Agreement. THE HEARING BOARD AS SET FORTH IN SUB-SECTION (C) BELOW SHALL NOT HAVE THE JURISDICTION TO REQUIRE A MUNICIPALITY OR AUTHORITY TO CHANGE ITS STANDARD SPECIFICATIONS AND/OR REQUIREMENTS.

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

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

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

#### **ARTICLE IV**

#### **AGREEMENT CONCERNING WATER**

This Article shall only apply to water issues.

##### Section 4.01

THE COUNTY AGREES THAT IT WILL NOT COMPETE WITH THE CITIES OF SALEM, SENECA, WALHALLA, WESTMINSTER, AND THE TOWN OF WEST UNION IN THE SALE OF WATER. The parties agree that there will be times that the COUNTY may wish to construct water lines in the unincorporated area of Oconee County or financially assist in the

construction of a water line or a water project by the CITY. In the event that the COUNTY decides to construct a water line in the unincorporated areas of the COUNTY and the supply of that water will come from a city water line, the CITY agrees to own, operate and maintain said water line after the construction of the line. The COUNTY agrees to construct said lines in accordance with all city specifications and the CITY agrees to inspect the construction to insure compliance with its specifications.

#### Section 4.02

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

#### Section 4.03

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

a) Entities requesting to connect to a City line must have a feasibility study done by an engineer licensed in the State of South Carolina to determine the probable cost of the system, the impact on existing facilities, and a basic design of the system sufficient to handle the entities needs, including any desired future flow increases based on growth. The study shall be presented to the City.

b) Entities requesting to connect to a City line must have a new system designed by

an engineer licensed in the State of South Carolina. This design shall be presented to the City for approval. The design shall meet Federal, State and City requirements and specifications. The design may be disapproved by the City if the design does not meet Federal, State, and City requirements and specifications.

- c) Entities requesting to connect to existing water facilities shall be responsible for
  - (1) All costs associated with the construction of the new system; and
  - (2) All costs of connecting to the existing system.

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

(d) Any entity requesting to connect to an existing water system pursuant to this agreement shall be required to obtain all necessary rights-of-way for the new system.

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

(f) Notwithstanding any other section in this Intergovernmental Agreement and any rights that this Agreement may give to entities as defined herein, connection to the City system may be denied for any reason with the mutual consent of the County and City.

## **ARTICLE V**

### **AGREEMENT CONCERNING SEWER**

**This Article shall only apply to sewer issues.**

#### Section 5.01

It is contemplated that Oconee County may wish to finance or assist in the financing of sewer facilities to be owned and operated by the Authority and/or the City. The parties agree that there will be times that the COUNTY may wish to finance sewer lines in the unincorporated area of Oconee County or financially assist in the construction of a sewer line or a sewer project by the Authority and/or CITY. In the event that the COUNTY decides to finance a sewer line in the unincorporated areas of the COUNTY, the Authority and/or CITY agree to own, operate and maintain said sewer line after the construction of the line. The COUNTY agrees that construction of said lines shall be in accordance with all Authority and/or city specifications and the Authority and/or the CITY agrees to inspect the construction to insure compliance with its specifications. Any contract between the County and the Authority and/or City shall include special provisions relating to billings of the Authority and/or City to the ultimate user which may include recovery of costs of constructing the system, impact fees, and/or other user fees on a case by case basis.

#### Section 5.02

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

### **ARTICLE VI**

#### Section 6.01



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

#### Section 6.02

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

#### Section 6.03

This Agreement represents the entire and integrated Agreement between the parties and incorporates and supersedes all prior negotiations and representations made during negotiations of the Sewer and Water Action Group, either written or oral that have been conducted or made during the negotiation process of this Agreement. This

Agreement may be amended only by written instrument signed by the parties and may not be assigned without prior written consent of the parties. The Agreement shall inure to the benefit of the parties and their successors-in-interest.

Section 6.04

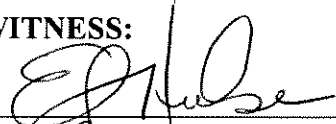

The parties understand and agree that the Cities of Salem and Pioneer Water District may all be signing separate Agreements with the COUNTY and AUTHORITY, but the parties understand and agree that the above named Cities are binding themselves to themselves to the COUNTY and AUTHORITY by executing their Agreement. This Agreement shall supersede the existing Intergovernmental Agreement between the COUNTY, OCONEE COUNTY SEWER COMMISSION and CITIES. If there is a conflict between a specific provision in a pre-existing contract and a specific provision in this Agreement, this Agreement shall apply. The parties agree that Federal and State laws and regulations shall apply to the parties. The parties agree that County and City laws, regulations, rules and ordinances not in conflict with this Agreement shall apply to the parties.

Section 6.05

This Agreement shall be in force and effect until March 31, 2042.

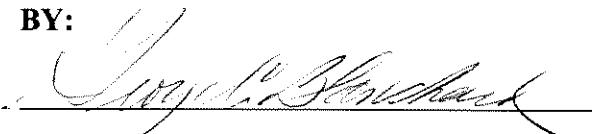
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18th day of November, 2008.

**WITNESS:**

  
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**OCONEE COUNTY, a body politic**

**BY:**

  
\_\_\_\_\_

[Handwritten Signature]

**CITY OF SENECA**

[Handwritten Signature]

BY: [Handwritten Signature]

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**CITY OF WESTMINSTER**

\_\_\_\_\_

BY:

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**CITY OF WALHALLA**

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BY: [Handwritten Signature]

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**CITY OF WEST UNION**

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BY:

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**OCONEE COUNTY SEWER  
AUTHORITY**

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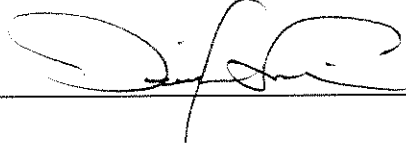
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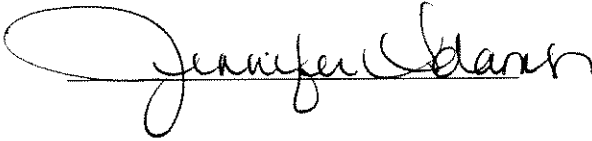
**CITY OF SENECA**

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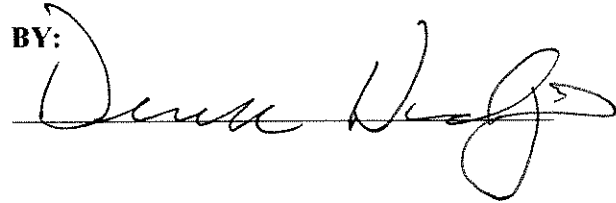
**BY:**



**CITY OF WESTMINSTER**



**BY:**



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**CITY OF WALHALLA**

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**BY:**

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**CITY OF WEST UNION**

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**BY:**

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**OCONEE COUNTY SEWER  
AUTHORITY**

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**BY:**

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**CITY OF SENECA**

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**BY:** \_\_\_\_\_

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**CITY OF WESTMINSTER**

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**BY:**  
\_\_\_\_\_

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**CITY OF WALHALLA**

\_\_\_\_\_

**BY:**  
\_\_\_\_\_

*L. B. ...*

**CITY OF WEST UNION**

*Michael Egan*

**BY:**  
*Sharon Kunnery - Mayor*  
*Cecilia Atkins Clerk*

*Gloria M. Bathahtaki*

**OCONEE COUNTY SEWER  
AUTHORITY**

*Robert Chicketa*

**BY:**  
*Tom S Adams*

\_\_\_\_\_

**CITY OF SENECA**

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**BY:** \_\_\_\_\_

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**CITY OF WESTMINSTER**

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**BY:**

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**CITY OF WALHALLA**

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**BY:**

\_\_\_\_\_

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**CITY OF WEST UNION**

\_\_\_\_\_

**BY:**

\_\_\_\_\_

*Gloria M. Bathaflaki*

**OCONEE COUNTY SEWER  
AUTHORITY**

*Robert Chickering*

**BY:** *Harold S Adams*



**Oconee County Sewer Commission/  
Oconee Joint Regional Sewer Authority**

P.O. Box 399, Seneca, SC 29679 • Ph: (864) 972-3900 • Fax: (864) 972-3917

**October 28, 2008**

**SEWER INFRASTRUCTURE PROJECTS  
FOR ECONOMIC DEVELOPMENT IN OCONEE COUNTY  
OUTSIDE OF THE I-85 CORRIDOR**

Martins Creek Project  
Septage Receiving Project  
Richland Creek Project

Millbrook Pump Station  
Ravenal Pump Stations  
Carson Road Relief Sewer  
Scenic Heights – Highway 11  
Dunlop Area – Highway 123  
West Point Project  
Airport Area Sewer  
Bountyland Basin Sewer

This projects list is developed as a guide for removing development constraints of key unincorporated areas of Oconee County due to the lack of adequate public sewer.

The prioritization of these projects will be the responsibility of the Oconee Joint Regional Sewer Authority.

**SOURCES FOR PROJECTS LISTED**

- 1) OCSC Infrastructure Projects RFQ List, 2005
- 2) Oconee County Capital Projects Commission List, 2006
- 3) Comprehensive Economic Development Strategy List, 2008 (ACOG)
- 4) Scott Parris (City of Walhalla)
- 5) David Smith, (City of Westminster) Rhett Smith, (OJRSA), Bob Winchester (OJRSA)

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

AGREEMENT

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 (OCSC), 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 SCDOT 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 \$1,045,000, as outlined in Attachment A. The SCDOT agrees to reimburse Oconee County a maximum of \$1,000,000 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 \$0.597 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 application and obtain required permits and shall not exceed \$72,000.00. 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 the completed 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 right 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 attachment permits for installation of lines within existing roadway rights of way and for attachment to bridges within the project area.

14. Orange 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 representatives 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 cessation 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. Orange County and the Orange 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 rent is of the essence in proceeding with the project due to compliance issues and schedules imposed by the SCDHEC 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 Orange County Sewer Ordinance and Orange 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 \$3 per 1,000.

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

22. Monroe 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 15th DATE May 2019

SC Department of Transportation:

[Signature]

Witness:

[Signature]

County of Monroe:

[Signature]

Witness:

[Signature]

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

Greene County, SC  
March 23, 2008

Budget Category	Description	Cost	Start	Completion
Land	* Land acquisition	\$200,000	Oct-04	Feb-05
	* Easements	\$25,000	Jan-05	Jun-05
	* Land related legal costs	\$5,000	Oct-04	Jun-05
Engineering	* Site assessment and environmental report	\$3,050	Oct-04	Dec-05
	* Preliminary engineering report	\$31,000	April-05	Jan-06
	* Engineering design, permitting	\$203,000	Jan-05	Jun-06
Construction <sup>1</sup>	* Equipment, installation and construction of facilities	\$2,095,000	Oct-06	Jun-07
<b>Total</b>		<b>\$3,095,000</b>	<b>Oct-04</b>	<b>Jun-07</b>

<sup>1</sup>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.

JUL-16-2010 01:18 PM UDC. SENECOMMISSION

964 972 3917

P-02

Page 1 of 1

For Mark Hunter

SP:IMMS

From: [senecocommission@udc.edu](mailto:senecocommission@udc.edu)  
 To: [mark.hunter@udc.edu](mailto:mark.hunter@udc.edu)  
 Subject: [senecocommission@udc.edu](mailto:senecocommission@udc.edu)  
 Date: Friday, August 13, 2010 01:18 PM

Mr. Hunter  
 This message follows my recent letter to you on September 28, 2009 letterhead concerning the proposed Senior project at the SC Veterans Center at 1450 Gray St. in Orange County. The letter is to advise you of the status of the project. I have not yet received a response. I have also attached the final two letters with you earlier submitted. Thanks for your time and I look forward to hearing from you soon.  
 Regards,  
 Bob Wampler  
 202-254-0126

Attachment 1: P-02-01-166-1-101111.doc (senecocommission)  
 Attachment 2: Mark Hunter SC-VET 8-13-10.doc (senecocommission)  
 Attachment 3: 811111104.jpg (senecocommission)



# Oconee Joint Regional Sewer Authority

P.O. Box 199, Seneca, SC 29679 \* Phone (864) 972-3900 \* Fax (864) 972-3917

Mr. Mark Hunter  
Assistant Maintenance Director  
SCDOT  
955 Park Street, Room 502  
Columbia, S.C. 29202

September 28, 2009

RE: Potential for Wastewater Treatment Services for the SCDOT (Oconee)  
Welcome Center

Dear Mr. Hunter,

The Oconee County Sewer Commission has recently completed the transition to the Oconee Joint Regional Sewer Authority. Recently the Oconee County Council approved Ordinance 2009-12 delegating OJRSA as the 208 Water Quality Management Agency for Oconee County. The transition period had been a long and complex undertaking which involved several public entities and numerous agreements to complete the process.

The County has recently appointed a ten-member Blue Ribbon Committee to review the sewer service studies and alternatives for the I-85 corridor, and to make a recommendation to County Council of the most feasible and cost-effective means to provide sewer service to the corridor. Mr. Greg Dieterick, whom is an OJRSA Commissioner, chairs the Blue Ribbon Committee.

With that said, I have been asked to make contact with you to revisit the potential for sewer service to the SCDOT Welcome Center and Exit #1 on I-85. In my telephone conversation with you in February of this year, you informed me that the funding for the Welcome Center Sewer Project had been deobligated, but if the Sewer Authority came up with a viable plan, "money could be found to fund it."

It appears that County Council's focus is now on serving sewer to the entire I-85 corridor and not just the Industrial Park on Highway 59. The prior agreement between SCDOT and Oconee County included a commitment from SCDOT of \$3,095,000 to assist with the project.

My questions today are: 1) Can that funding be recommitted by SCDOT for this project as was the case in the prior agreement with Oconee County? 2) Has that agreement been rescinded?

Page 2

Attached find a copy of my letter of September 10, 2007 and a copy of Mr. Tony Chapman's letter of September 14, 2007 to Senator Thomas Alexander relative to the subject of sewer service for the Welcome Center.

Thanks for your prompt response to my questions, and if you have further questions, please contact me.

Sincerely,



Robert C. Winchester  
OJRSA Director

RCW:is

Egca

Cc: Thomas Alexander  
OJRSA Commissioners





# Oconee County Sewer Commission

623 Return Church Road  
Seneca, South Carolina 29678

Phone: 864-972-3300 - Fax: 864-977-3297

Mr. Mark Hunter  
Asst. Maintenance Director  
SCDOT  
955 Park Street, Room 502  
Columbia, S.C.

September 10, 2007

Re: I-85 Welcome Center Sewer.

Dear Mr. Hunter,

I appreciated your telephone call on Thursday, September 6 and our conversation concerning the sewer agreement for the SCDOT Welcome Center in Oconee County. State Senator Thomas Alexander had discussed the project with your SCDOT Commissioner after hearing concerns about the details of the project from the Oconee County Sewer Commissioners.

During our conversation, you indicated that you hadn't heard anything in about a month, and that SCDOT had sent a memo to Oconee County after a July meeting that SCDOT will only deal with the County. I informed you in our conversation that Jacash Utilities has proposed to build a facility to serve portions of I-85 with the \$2.9 million SCDOT grant, and that Jacash will own the system when it is complete, including the part constructed with public funds.

In our conversation, you reiterated that SCDOT will not deal with a private entity by agreement or pay sewer fees to a private entity. The Jacash agreement with Oconee County, Section IV Sewer Users, includes the SCDOT as an "SLP" (sewer user), along with other entities to be served by the system. In Article VI, Section 1, of the Jacash/County Agreement, "Jacash shall own the new sewer system as installed under this agreement and shall collect any and all usage fees and charges for services to be rendered by Jacash related to the new sewer system and shall be responsible for any additional connections by third parties to the new sewer system."

In our conversation, I inquired about the existing SCDOT agreement through the Oconee County Sewer Commission with Oconee County, and you mentioned that the agreement was defunct because of the schedule. I asked if the agreement was rescinded by SCDOT? You indicated that SCDOT will not rescind the existing agreement, which is through the Sewer Commission, and that it will be up to the County to rescind it. SCDOT will not pull the agreement.



To summarize my understanding of our conversation:

- SCDOT wants to be a good partner and will meet with Oconee County, Oconee County Sewer Commission, or the Senator, and will follow Oconee County Sewer Commission's lead.
- SCDOT will not contract with a private entity and will not pay fees to a private entity.
- SCDOT will not rescind the existing agreement, which is through the Oconee County Sewer Commission. That action is left to Oconee County.

The Oconee County Sewer Commission will meet tonight, September 10, 2007, at 6:00 p.m. at the Coneross Creek Wastewater Treatment Plant, 623 Return Church Road, Seneca, S.C. 29678. The Oconee County Sewer Commission will meet on Tuesday, September 11, 2007 at 5:00 p.m. with Oconee County Council at 415 S. Pine Street, Walhalla, SC 29691. You are certainly invited to attend both of these meetings where the I-85 sewer project will be addressed.

Please contact me if any of the above statements, or understandings, are inaccurate. Thanks for your cooperation and your telephone call.

Sincerely,



Robert C. Winchester  
OCSA Superintendent

RCW:ls

Cc: Commissioners  
Legislative Delegation



South Carolina  
Department of Transportation

September 14, 2007

The Honorable Thomas C. Alexander  
120 Cleveland Drive  
Walhalla, South Carolina 29691

Re: Potomac Air Wastewater Treatment Services for the Orange Welcome Center  
081-85

Dear Senator Alexander:

Thank you for taking the time to discuss your concerns with Commissioner Edson Council regarding future wastewater services on the Orange County Welcome Center. Commissioner Council has asked that I respond to you on his behalf.

In 2005 the Department entered into an agreement with Orange County for the construction of a wastewater treatment plant to service the welcome center. The County has since requested that the agreement be modified to include a private entity. However, we have notified the County that we would not be able to honor such a request, and would only be able to enter into an agreement with Orange County under the Orange Sewer Authority, as was previously agreed to by the Federal Highway Administration.

We would like to convey our continued interest in providing services, and hope that the County and the Sewer Commission will be able to provide wastewater treatment. We are faced with a major expenditure to upgrade the current mainline plant in the near future, and we see the construction of the County's new wastewater treatment plant as beneficial to the Department in the long term.

Thank you for bringing this matter to our attention. As always, please do not hesitate to call upon me if I may be of further service.

Sincerely,  
  
George Chapman  
Staff Highway Engineer

JAC:agw  
cc: Maria Laniel, SCDOT Commissioner  
H.B. Lindhouse Jr., Secretary of Transportation  
J.C. Wilson, Deputy State Highway Engineer  
File 102-99-23  
4210 28509

Brad

From: "Hunter, Mark W" <mark.w.hunter@state.nj.us>  
 To: "BATTEN@bellsouth.net"  
 Sent: Monday, May 30, 2016 4:24 PM  
 Subject: License Agreement

Bradley, Your letter of April 29th, 2016 is in receipt. I have elaboration of the agreement. The treatment capacity of 25,000 GPD will meet our need for the next 5 to 10 years and this rate would be a peak, not an average. The average would be significantly lower.  
 Thank You, Mark

Orange County  
Magistrate's Office

March 29, 2006

Mr. Mark Homan,  
Assistant State Maintenance Engineer  
South Carolina Department of Transportation  
P.O. Box 191  
Room 334  
Columbia, SC 29202

Re: Invoice; Welcome Center Sewer, Orange County, SC; Exit #1, 1-83

Dear Mark:

It was good to talk to you by telephone on March 27, 2006, regarding our recent invoice to SCDOT for \$305,000. In our conversation, you cited item #2 of the interlocal agreement as the reason that SCDOT could not yet pay the invoice sent to you with my February 16, 2006 correspondence. I have reviewed my copy of the final agreement signed on May 17, 2005 (copy attached) and could not find anything in item #2 or any other section of the interlocal agreement that requires Orange County to first obtain a D&C discharge permit in order for SCDOT to begin reimbursement of project costs to Orange County.

As you may recall, we executed a couple of different versions of the agreement that were later superseded by the final version of the agreement. Perhaps you were reviewing an old draft instead of the final agreement that was executed on May 17, 2005?

If you find this to be the case, and if there are no other conditions hindering disbursement of monies, please forward payment of the above-mentioned invoice to me at your convenience. Also, please let me know if you disagree.

I look forward to hearing from you soon and as always, Orange County appreciates the continued assistance and cooperation that SCDOT has provided for this important project.

Sincerely,

Ron H. Fabun  
County Administrator

cc: Paula E. Lombard, SCFC, Director of Administrative Services and Finance  
Jim Alexander, Economic Development Director

Attachments:

1. Copy of Final Agreement Signed May 17, 2005
2. Copy of February 16, 2006 Letter and Invoice



Ron H. Fabun  
County Administrator

Orange County Administrative  
Office

415 South First Street  
Wenatch, SC 29091

Phone: 803-686-5011  
Fax: 803-686-5116

Equal  
Opportunity Employer

Orange County  
Interlocal Agreement  
Revised 05/17/05

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
OCONEE COUNTY COUNCIL  
**ORDINANCE 2009-12**

**AN ORDINANCE TO DELEGATE RESPONSIBILITIES TO AND TO DESIGNATE THE OCONEE JOINT REGIONAL SEWER AUTHORITY AS THE AGENT OF OCONEE COUNTY FOR PURPOSES OF ACTING AS THE SECTION 208 WATER QUALITY MANAGEMENT AGENCY IN OCONEE COUNTY, AND TO RECOMMEND TO THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL THAT IT SO RECOGNIZE THE OCONEE JOINT REGIONAL SEWER AUTHORITY; TO PROHIBIT THE DISCHARGE OF POLLUTING SUBSTANCES; TO SET PENALTIES FOR THE VIOLATION THEREOF; AND OTHER MATTERS RELATED THERETO.**

BY Oconee Council in Session duly assembled and with a quorum present and voting:

**PREAMBLE:**

By Resolution, dated September 15, 1981, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Oconee County Council (the "County Council"), approved the "Regional Water Quality Management Plan and Willingness to proceed as a Management Agency", as an integral part of an areawide water quality management plan undertaken in accordance with Section 208 of the Federal Clean Water Act (Public Law 92-500-§ 1281, 33 USC 1281) for the designated planning areas of Anderson, Cherokee, Greenville, Oconee, Pickens and Spartanburg counties, and delegated implementation responsibilities to the Oconee County Sewer Commission in the same resolution. Oconee County, through the Oconee County Sewer Commission (the "OCSC"), subsequently implemented the Oconee County Water Quality Management Subplan. The Oconee County Council accepted responsibility as the Section 208 Management Agency charged with implementing and carrying out the responsibilities as set forth in Section 208 of Public Law 92-500, and by the laws of the State of South Carolina and the Ordinances adopted by Oconee County, and then delegated those responsibilities to the Oconee County Sewer Commission. As a Section 208 Agency, Oconee County/Oconee County Sewer Commission (as it was subsequently recognized in correspondence from the South Carolina Department of Health and Environmental Control ("DHEC")) was charged with the following duties (208 Water Quality Management Plan Willingness to Proceed/Implementation Statement Delegated Functions):

- (1) To provide effective wastewater management as delegated by County Council and as contained in the agency's legislation to include:
  - A. The selection of the location, planning, design, construction, and operation of all public wastewater treatment facilities and to regulate the location of private wastewater treatment facilities.
  - B. To implement the EPA-approved Areawide 201 Treatment Facilities Plan and to update the Plan periodically as necessary and appropriate.
  - C. Preparation and presentation of the appropriate waste treatment policies and

procedures to County Council for adoption, to include:

- (1) Schedule of plan and fair user charges where necessary, industrial cost recovery system charges;
  - (2) A plan for pre-treatment standards and regulatory controls to accept or refuse municipal/or industrial waste;
  - (3) Procedures to accept and utilize grants or other funds from any source for waste treatment purposes, including separately established accounts by the County Treasurer;
  - (4) Such other policies and procedures as may be appropriate.
- (2) Develop and implement an effective series of administrative management procedures and personnel systems appropriate to staff and operate the agency and discharge its duties and responsibilities.

The Oconee County Council delegated to the Oconee County Sewer Commission the following responsibilities: ( from the 208 Water Quality Management Plan Willingness to Proceed/ Implementation Statement)

- (1) Serve as the single county-wide wastewater management agency for both point source and non-point source pollution control.
- (2) Develop and discharge intergovernmental agreements with local municipalities and the Oconee County Sewer Commission for the effective management of point and non-point wastewater management.
- (3) Adopt the EPA-approved Waste Treatment Facilities Plan.
- (4) Develop and adopt appropriate county-wide ordinances as may be required to:
  - A. Regulate the proper siting and location of all public and private waste treatment facilities;
  - B. Effect improvement or removal of all non-point pollution sources if so identified within the County according to their established best management practice recommended by DHEC and the EPA;

Pursuant to Chapter 25, Title 6, South Carolina Code of Laws, 1976, as amended by Act 59, South Carolina Acts and Joint Resolutions, effective June 6, 2007, Seneca, Walhalla, and Westminster by Agreement created the Oconee Joint Regional Sewer Authority (“Authority”) which Authority was granted a Charter by the South Carolina Secretary of State, dated December 19, 2007, and filed with the Oconee County Register of Deeds in Deed Book 1709 at page 5. By Agreement between Oconee County and the Authority, in consideration of the Agreement filed with the Oconee County Register of Deeds in Deed Book 1709 at page 5, whereby the Authority agreed to provide wastewater treatment facilities in such places as designated by the County, the County conveyed all its sewer assets to the Authority by Deed and Bill of Sale, dated April 8, 2008, and filed with the Oconee County Register of Deeds in Deed Book 1691 at pages 1 and 9, respectively. It was the intent of Oconee County that with the transition of sewer assets to the Authority, the OCSC eventually be disestablished as a functional, operational entity.

In order to be a designated Water Quality Management Agency, such agency must have the ability to implement the responsibilities identified for the agency in the Statewide 208 Water Quality Management Plan:

- (1) To provide effective wastewater management by authority of the agency’s charter, to

include establishment, or continued implementation, of a regulatory program for:

- A. Location, modification and construction of public and private domestic wastewater treatment facilities including conveyance facilities such as collection systems and trunk lines.
  - B. Appropriate waste treatment policies and procedures to include:
    - (1) A schedule of fair user charges;
    - (2) Pretreatment standards for industrial wastes (if needed) and regulatory controls to accept or refuse municipal and/or industrial wastes;
    - (3) Such other policies and procedures as may be appropriate.
- (2) To develop or continue to implement an effective series of administrative management procedures and a personnel system appropriate to staff the agency for the discharge of its duties and responsibilities.
  - (3) To carry out appropriate portions of an areawide waste treatment management plan developed under subsection (b) of Section 1288, Title 33, U.S. Code (“Subsection (b)”)
  - (4) To manage effectively waste treatment works and related facilities serving such area in conformance with any plan by Subsection (b).
  - (5) Directly or by contract, to design and construct new works, and to operate and maintain new and existing works as required by any plan developed pursuant to Subsection (b).
  - (6) To accept and utilize grants, or other funds from any source, for waste treatment management purposes.
  - (7) To raise revenues, including the assessment of waste treatment charges.
  - (8) To incur short-and long term indebtedness.
  - (9) To assure in implementation of an areawide waste treatment management plan that each participating community pays its proportionate share of treatment costs.
  - (10) To refuse to receive any wastes from any municipality or subdivision thereof, which does not comply with any provisions of an approved plan and under this section applicable to such area.
  - (11) To accept for treatment industrial wastes.

Oconee County has no legal authority to fund sewer projects from sources other than those approved in a 1976 Referendum which gave rise to the OCSC (which sources included federal or state grants, user fees, and bonds payable from revenues produced from the operation of the sewer system), *Cornelius v. Oconee County*, Judgment Roll 2004-CP-37-1031, affirmed on appeal, 369 S.C. 540, 633 S.E.2d 497 (2006) however, “Nothing in the circuit court order . . . limits County’s authority to contract with other public or private entities to provide sewer services See Code Ann. § 44-55-1410 (D); § 6-15-20.” Footnote 3.

Oconee County Council finds that it is in the best interests of the residents and citizens of Oconee County that a single agency should continue to have the duties outlined in the 208 Oconee County Water Quality Management Subplan and should be delegated those duties set forth therein as the agent of Oconee County, as has been the OCSC.

Oconee County Council finds that the Oconee Joint Regional Sewer Authority is the only remaining agency in Oconee County which currently has the expertise and ability to monitor and regulate the collection, transportation, treatment, and discharge of all wastewater in Oconee County and finds that the Oconee Joint Regional Sewer Authority should be designated as the agent of Oconee County, the 208 Water Quality Agency for Oconee County, to implement and

carry out the 208 Oconee County Water Quality Management Subplan in Oconee County, thereby replacing the Oconee County Sewer Commission in such capacity:

NOW, THEREFORE, IT IS HEREBY ORDAINED BY OCONEE COUNTY COUNCIL, in meeting duly assembled:

#### **SECTION 1. DEFINITIONS**

1. "Authority" shall mean the Oconee Joint Regional Sewer Authority, a body politic, created by an Agreement by the Cities of Seneca, Walhalla, and Westminster, dated October 2007, and filed with the Oconee County Register of Deeds in Deed Book 1709 at page 5 and chartered by the South Carolina Secretary of State, filed with the Oconee County Register of Deeds in Deed 1709 Book at page 5.
2. "County" shall mean Oconee County.
3. "DHEC" shall mean the South Carolina Department of Health and Environmental Control.
4. "Designated Water Quality Management Agency" shall mean the Oconee County Council/Oconee County Sewer Commission as designated by Richard W. Riley, Governor of the State of South Carolina by letter dated June 1, 1979, letter of Douglas J. Fabel, dated July 3, 1985, with attachment "Status Report, 208 Management Agency Designation, October, 1981" all of which are incorporated herein, or such Agency as shall succeed the Oconee County Sewer Commission as the delegated agent of Oconee County, performing the functions of Water Quality Management Agency.
5. "EPA" shall mean the Environmental Protection Agency of the United States Government.
6. "Oconee County Sewer Commission" shall mean the agency created by Act No. 950, South Carolina Acts and Joint Resolutions, 1971, as amended by Ordinance No. 78 - 2, dated 28 February, 1978.
7. "Oconee County Water Quality Management Subplan" shall mean the Oconee County Water Quality Management Subplan" adopted by Resolution of the Oconee County Council, dated September 15, 1981, endorsed by the councils of the following municipalities on March 21, 1978: Salem, Seneca, Walhalla, Westminster, and West Union.
8. "OJRSA" shall mean the Oconee Joint Regional Sewer Authority.
9. "Section 208" shall mean Section 208 of Public Law 92-500 (Section 1288, Chapter 26, Subchapter, II, Title 33, U.S. Code, 33 USC 1288).
10. "Wastewater" shall mean any water containing sewage, industrial waste, water containing garbage, refuse, decayed wood, sawdust, shavings, bark, sand, clay, offal, oil, gasoline, other petroleum products or by-products, tar, dye stuffs, acids, chemicals, dead animals, heated substances and all other products, by-products, or substances not sewage or industrial waste.
11. "Waters" means lakes, bays, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, and all other bodies of surface or underground water, natural or artificial, public or private which are wholly or partially or bordering Oconee County.



12. “208 Water Quality Management Agency” shall mean the governmental agency designated by appropriate authority as the agency to implement and direct the Water Quality Management Plan for Oconee County in conformity with Section 208 of Public Law 92-500, which, to this point, is Oconee County, and which, to this point, has acted through its delegated agent, the OCSC.

## **SECTION 2. PURPOSE**

It is the purpose of the Oconee Joint Regional Sewer Authority to collect, transport and treat wastewater from the three municipalities who are members of the Authority; to collect, transport and treat wastewater from any entity as set forth in the Agreement creating the Authority, filed with the Oconee County Register of Deeds in Deed Book 1709 at page 5; to collect, transport and treat wastewater from any entity or area designated by Oconee County in accordance with an Agreement between Oconee County and the Authority, filed with the Oconee County Register of Deeds, in Deed Book 1709 at page 5; as the delegated agent of Oconee County, and as the successor to the OCSC in that regard, to advise, supervise, and manage wastewater treatment in Oconee County in conformity with the Oconee County Water Quality Management Subplan, as may be amended from time to time; and, to consult with and advise the Oconee County Council with regard to the implementation of the provisions of the Federal Water Pollution Control Act Amendments of 1972 (Public Law 92-500).

## **SECTION 3. DESIGNATION**

Oconee County, acting by and through the County Council, hereby delegates to the Oconee Joint Regional Sewer Authority its authority to act as the 208 Water Quality Management Agency for Oconee County, and the Authority shall replace the Oconee County Sewer Commission in that regard, as the agent of the Designated Water Quality Management Agency for Oconee County, Oconee County/Oconee County Sewer Commission, as set forth in letter of Richard W. Riley, Governor of the State of South Carolina dated June 1, 1979, letter of Douglas J. Fabel, dated July 3, 1985, with attachment “Status Report, 208 Management Agency Designation, October, 1981”, all of which are incorporated herein.

## **SECTION 4. DUTIES**

As the delegated agent of the Designated Water Quality Management Agency for Oconee County and the successor, in that regard, to the OCSC, the Oconee Joint Regional Sewer Authority is charged with the Management of the Oconee County Water Quality Management Plan as may be amended from time to time, and is delegated the authority, by Oconee County, to implement and carry out the duties and responsibilities set forth therein, including:

- (1) To provide effective wastewater management as delegated by County Council and as contained in the agency’s legislation to include:
  - A. The selection of the location, planning, design, construction, and operation of all public wastewater treatment facilities and to regulate the location of private wastewater treatment facilities;
  - B. To implement the EPA-approved Areawide 201 Treatment Facilities Plan and to update the Plan periodically as necessary and appropriate.
  - C. Preparation and presentation of the appropriate waste treatment policies and procedures to County Council for adoption, to include:

- (1) Schedule of plan and fair user charges where necessary, industrial cost recovery system charges;
  - (2) A plan for pre-treatment standards and regulatory controls to accept or refuse municipal/or industrial waste;
  - (3) Procedures to accept and utilize grants or other funds from any source for waste treatment purposes, including separately established accounts by the County Treasurer;
  - (4) Such other policies and procedures as may be appropriate.
- (2) Develop and implement an effective series of administrative management procedures and personnel systems appropriate to staff and operate the agency and discharge its duties and responsibilities.
  - (3) Serve as the single county-wide wastewater management agency for both point source and non-point source pollution control.
  - (4) Develop and discharge intergovernmental agreements with local municipalities and the Oconee Joint Regional Sewer Authority for the effective management of point and non-point wastewater management.
  - (5) Adopt the EPA-approved Waste Treatment Facilities Plan.
  - (6) Develop and propose to Oconee County Council appropriate county-wide ordinances as may be required to:
    - A. Regulate the proper siting and location of all public and private waste treatment facilities;
    - B. Effect improvement or removal of all non-point pollution sources if so identified within the County according to their established best management practice recommended by DHEC and the EPA;
    - C. All other duties as outlined in the 208 Water Quality Management Plan, which is incorporated herein.

## **SECTION 5. AUTHORITY**

The Oconee Joint Regional Sewer Authority is hereby delegated, by Oconee County, the authority to implement and enforce the Oconee Water Quality Management Plan, as the successor agent (to the OCSC) of the Designated Water Quality Management Agency for Oconee County, and to recommend to Oconee County revisions thereto to conform to the provisions of Federal or State law related to water quality management. Oconee County further recommends to appropriate State and federal regulatory agencies that the Oconee Joint Regional Sewer Authority be recognized and designated as such by such regulatory authorities.

Any entity which proposes to collect, transport, or treat wastewater shall first present to the Oconee Joint Regional Sewer Authority any plans, permits, or proposals, defining the area to be served, the quality and quantity of the wastewater to be collected, transported, or treated, where the treated wastewater will be discharged, the number of entities to be served, the financial ability to carry out the plans submitted and a description of the facilities to be utilized ("Sewer Facilities"). OJRSA will submit to Oconee County Council not less frequently than monthly on all such plans permits or proposals received by OJRSA for the collection, transportation and treatment of wastewater and OJRSA will submit to Oconee County Council a report of its finding of any impact the applying entity might have on the County's Waters, including a finding of the impact upon the County's Waters in the event the entity becomes

bankrupt, or abandons the facilities. No construction permit will be issued by the County's Code Department until the plans or proposals have been presented to OJRSA and OJRSA's report has been submitted to Oconee County Council.

**SECTION 6. UNLAWFUL DISCHARGE OF WASTEWATER**

It shall be unlawful for any person or entity to discharge wastewater in Oconee County without a permit as required by law and any person discharging wastewater in Oconee County without a permit shall be subject to a sentence of Thirty Days in Jail or a fine of Five Hundred Dollars (\$500) or both.

**SECTION 7. INCONSISTENCY**

All ordinances, resolutions, and portions thereof inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

**SECTION 8. SEPARABILITY**

Should any court of competent jurisdiction finally find any part, portion, or provision of this ordinance to be unconstitutional or otherwise legally unenforceable, such finding shall have no effect or bearing on any and all other parts, portions and provisions hereof, all of which are hereby deemed and declared to be separable.

**SECTION 9. SAVINGS**

All other parts, portions and provisions of the Oconee County Code of Ordinances not specifically and explicitly revised or repealed hereby, directly or by implication, shall remain in full force and effect.

**SECTION 10. EFFECTIVE DATE**

This ordinance shall take effect and be in force immediately upon approval on third reading and following public hearing, in accordance with South Carolina law.

**ORDAINED** in meeting, duly assembled, this 21<sup>st</sup> day of July, 2009.

**FOR OCONEE COUNTY:**

\_\_\_\_\_  
Reginald T. Dexter  
County Council Chairman, District V

**ATTEST:**

\_\_\_\_\_  
Elizabeth G. Hulse  
Oconee County Clerk to Council

First Reading [in title only]: June 2, 2009  
Second Reading: June 16, 2009  
Public Reading: July 7, 2009  
Third & Final Reading: July 21, 2009

OCONEE JOINT REGIONAL SEWER AUTHORITY

INFORMATION AND OPERATIONS GUIDE

August 24, 2010

RECORD-MINUTES

OCONEE JOINT REGIONAL SEWER AUTHORITY

MISSION STATEMENT

It is the mission of the Oconee Joint Regional Sewer Authority to transport and treat effluent from the sewer systems of the Cities of Seneca, Walhalla, Westminster and West Union pursuant to Agreements filed with the Oconee County Register of Deeds in Deed Book 1709 at page 5 (at pp. 20-49; 127-139).

AND

Provide regional sewer service to any entity therein in accordance with the agreements and procedures set forth in "Providing Sewer Service".

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## INTRODUCTION

1. The Oconee Joint Regional Sewer Authority ("Authority" or "OJRSA") is a successor organization to the Oconee County Sewer Commission ("OCSC"). Act 950, dated October 28, 1971, South Carolina Acts and Joint Resolutions created the Oconee County Sewer Commission, superseded by Oconee County Ordinance 78-2, dated March 21, 1978.

2. The Oconee Joint Regional Sewer Authority was created by Resolutions adopted by the Cities of Seneca, Walhalla, and Westminster dated September 17, 2007, September 17, 2007, and September 18, 2007, respectively, filed with the Oconee County Register of Deeds in Deed Book 1709 at page 5, (at pp. 4-19), pursuant to Section 6-25-30(A) of Chapter 25, Title 6, South Carolina Code of Laws. By Agreement "Genesis Agreement" of the Cities of Seneca, Walhalla, and Westminster dated October, 2007, filed with the Oconee County Register of Deeds in Deed Book 1709 at page 5, (at pp. 20-49), the Authority transports and treats wastewater collected by each city and transferred to the trunk lines of the Authority.

3. The Town of West Union is not a member of the Authority, however, the Town is a customer of the Authority pursuant to an Agreement between the Authority and the Town of West Union dated March 9, 2009, filed with the Oconee County Register of Deeds in Deed Book 1709 at page 5, (at pp. 127-139). The effluent from West Union goes through a Walhalla meter and it pays Walhalla.

4. The South Carolina Secretary of State issued a charter to the Oconee Joint Regional Sewer Authority on December 19, 2007, pursuant to Section 6-25-30 B(5) of the Act, filed with the Oconee County Register of Deeds in Deed Book 1709 at page 5 (at p. 75).

5. The Authority is a body politic in accordance with Section 6-25-100 of the Act and is self supporting from the revenues as set forth in the Financial Sub-Plan.

6. The Authority is a governmental business enterprise and all of the activities are in-house, including human resources, finance, administrative, investments and all other activities, except the Authority is audited by an independent auditor annually.

7. By Ordinance 2009-12, dated July 21, 2009, the Oconee County Council delegated to the Authority the duties outlined in the Oconee County Section 208 Water Quality Management Subplan adopted by Oconee County Council by Resolution dated September 15, 1981 as designated by letter of Douglas J. Fabel, South Carolina Department of Health and Environmental Control dated July 3, 1985, under the authority of Letter of Richard W. Riley, Governor of the State of South Carolina, dated June 1, 1979. The Authority is a successor to the Oconee County Sewer Commission who was designated by Oconee County Council to function as a management agency for "point source water quality management." Pursuant to the Ordinance, the Authority is the Section 208 Water Quality Management Agency with the duties set forth in the Ordinance.

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<sup>1</sup> The Authority has requested that Governor Sanford designate it as the designated 208 Water Quality Management Agency for Oconee County.

as it relates to "wastewater" as defined in Paragraph 10 of Section 1 of the Ordinance;

8. By the Genesis Agreement of the Members of the Authority (Article II, Section f) and by an Intergovernmental Agreement with Oconee County dated November 18, 2008 (Article III, Section 3.06), the Authority is obligated to provide sewer service to any public or private entity under the rules and guidelines set forth in the Agreement and the Intergovernmental Agreement.



## FACILITIES

The Wastewater Treatment Plant ("WWTP") has the capacity to treat 7.8 million gallons of wastewater per day and presently treats an average of 2.5 million gallons per day (average).

Each of the Member Cities own collector sewer lines, which constitute an extension of their respective sewer systems, connected to the trunk lines owned by the Authority. The Authority transports the effluent from the respective City's collector lines to the Authority's wastewater treatment plant, located at 623 Return Church Road, Seneca, South Carolina.

The Authority operates 70 miles of trunk lines, 18 pump stations and 3 flow monitoring stations.

The member Cities have the following sewer connections (customers):

	Residential	Commercial	Industrial	
Seneca	4,511	847	19	
Wathala	1,768	195	5	
Westminster	994	161	3	
West Union	10	42		
Totals	7,283	1,245	29	8,557

The Authority owns 126 acres which is the site of the wastewater treatment plant and offices and 100 acres in the Martin's Creek Basin for a possible future treatment plant. The Authority owns the necessary vehicles and equipment to service the WWTP and the trunk lines.

The Authority has a construction permit from DHEC for construction and upgrade of the facilities in the Martin's Creek Basin, including a pump station and equalization basin. The upgrade is in progress. The upgrade will be financed from available funds, partially from the revenue sharing funds paid by Oconee County. The project has been let for bids. The successful bidder is expected to be named on or before September 13.

The Martin's Creek Basin has been the subject of a study by the Authority for some time. Prior to the economic downturn, the facilities in the basin were reaching maximum capacity. Looking toward long-term growth in the basin, a few years ago the Oconee County Sewer Commission, and now the Authority, began a study for the eventual construction of a wastewater treatment plant in the basin. Upon learning that the Westpoint Stevens plant was to be closed, members of the Sewer Commission met with Mr. Billy Harris, plant manager (February 5, 2005) to discuss a potential joint venture between Westpoint and the Commission for the use of the discharge facilities. Following that discussion, the Commission engaged the Commission's consulting engineer to make a study of the facilities. Before any action could be taken toward

acquiring the Westpoint Stevens Permit, the company filed for bankruptcy.

DHEC has issued a Permit to the Authority to apply 50,000 g.p.d. treated wastewater for land application at the Golden Corner Commerce Park. This wastewater treatment and discharge facility will be funded by grants or from funds provided by Oconee County. The Authority is holding grant money in the sum of \$950,000 obtained by the Oconee County Delegation designated for sewer in the I-85 Corridor.

The Authority is ready to proceed with this project when funds are made available by Oconee County.

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<sup>17</sup> See Financing Sub Plan for references to Intragovernmental Agreements related to funding sewer services in unincorporated areas of Oconee County.

## MANAGEMENT

The Authority is governed by nine (9) Commissioners as provided in Article 4 in the Genesis Agreement<sup>1</sup> of the Cities of Seneca, Walhalla, and Westminster, who are the members of the Authority. The Authority is managed by an Executive Director as provided in Article 5 of the Genesis Agreement.

The commissioner filling Seat 4 is appointed by Seneca, however, the person appointed cannot be a resident of any of the members or an employee of the City of Seneca. Commissioner Opperman currently filling Seat 4 lives in the Keowee Community.

The commissioner filling seat 9 is appointed jointly by the cities of Walhalla and Westminster and cannot be a resident of any member and cannot be an employee of any member. Commissioner Stone currently filling Seat 9 lives in the Oakway-Fairplay area.

While these two county residents are not appointed by Oconee County, they represent the unincorporated areas of the County.

The Authority meets at 6:00 p.m. on the first Monday of every month, unless Monday falls on a holiday. The meetings are open to the public and the Authority welcomes county officials or citizens to attend the meetings.

Commissioners and Officers are shown on the following page:

There are three standing study committees, Finance, Facilities and Administrative, and Planning and Policy, which meet monthly.

The Authority has nineteen employees, including an Executive Director and an Administrative Assistant.

Minutes of the meetings of the Committees and the full Commission are maintained and distributed to the appropriate agencies including county council and individuals and are available to the public, and the county administrator.

The office of the Authority is open 5 days per week from 8 until 12 and from 1 until 5.

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<sup>1</sup> Pursuant to G.S. 28-58(A) of the Act.

OCONEE JOINT REGIONAL SEWER AUTHORITY

Commissioners and Officers

DEWITT MARTIN	SEAT 1, SENECA	VICE CHAIRMAN
GREG DIETTERICK	SEAT 2, SENECA	
ANTHONY H. SMITH	SEAT 3, SENECA	
JERRY OPPERMAN	SEAT 4, SENECA	
THOMAS CRUMPTON	SEAT 5, WALHALLA	
SCOTT PARIS	SEAT 6, WALHALLA	
RHETT SMITH	SEAT 7, WESTMINSTER	TREASURER
HOWARD S. ADAMS	SEAT 8, WESTMINSTER	CHAIRMAN
MUNDEL STONE	SEAT 9, WALHALLA - WESTMINSTER	
ROBERT WINCHESTER	EXECUTIVE DIRECTOR	
GLORIA M. PRATHAFTAKIS	SECRETARY - ASSISTANT TREASURER	
LOWELL W. ROSS	GENERAL COUNSEL	

OFFICES:

623 RETURN CHURCH ROAD, SENECA SC 29678  
PO BOX 399, SENECA, SC 29679  
864.972.3900  
FAX 864.972.3917

## FINANCING

The Authority has assets of approximately \$24,097,854.22 and liabilities of \$108,564.14. The assets include approximately \$10 million in cash and investments. The cash and investments include depreciation reserves and funds restricted for future upgrade of the system. The restricted funds in the approximate sum of \$6.9 million include depreciation reserves in the approximate sum of \$3.6 million and approximately \$3.3 million is restricted to expansion and upgrades. At present, the Authority has no long-term debt.

Depreciation is funded at 57%. At 100%, the Authority would have a depreciation deficit of approximately \$16 million.

Revenues are derived from the following sources:

Charges to each City in proportion to the effluent flows as provided in Article 7, Section c of the Genesis Agreement.

Impact fees for new connections additional load on the wastewater treatment plant.

Impact fees for additional load on the transportation system.

Treatment of septage.

Interest income.

Income from Pre-Treatment.

Oconee County Capital Contribution.

For 2009 (unaudited)

Revenue	\$3,514,040.89
Expenses	\$2,567,804.87
Restricted:	

WWTP Impact fees	\$30,489.75
C.I&T Impact fees	\$30,489.75
Connection Fees	\$2,800.00
Interest	\$2,370.73
Capital Contributions	\$610,400.00

Operating Income	\$740,670.28
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The Cities by the Genesis Agreement are required to pay to the Authority the cost of transporting and treating the wastewater discharged into the trunk lines of the Authority, Article 7, Genesis Agreement, p. 36. The Authority cannot make a profit from the member cities. Any excess revenue over and above expenses is credited to the member cities in the next

## budget year.

If the Authority provides sewer service to an entity outside the service areas of the Member Cities and West Union, such service will be self-supporting in accordance with the provisions set forth in "Providing Sewer Service." See Introduction, Paragraph 8.

By an Intergovernmental Agreement, Oconee County pays to OIRSA \$610,000 per year to be used for specific upgrades to the sewer system.

Originally, the county agreed to pay the \$610,000 to the cities in partial reimbursement for the bond payments the cities made for the upgrade of the sewer system to provide additional industrial capacity. See Preamble to the Genesis Agreement, paragraph 12, Deed Book 1709 at page 5 (at p. 30).

12. In June 1993, because of industrial growth, the industrial capacity of the wastewater treatment plant was nearing full capacity. In order to provide additional industrial capacity it became desirable to upgrade the sewer treatment plant to add treatment capacity. Oconee County, through the Sewer Commission, obtained from the South Carolina Budget and Control Board a low-interest loan in the sum of \$8,200,000 for the cost of upgrading the system. In 1996, the Commission began making annual payments on the loan in the sum of \$609,947. These payments are billed to and collected from the Cities, respectively, pro-rata in their annual charge.

The collection of the funds from the customers of the Cities to pay the indebtedness which was created for industrial capacity was a subject of considerable controversy for several years. After several meetings, a deal was struck between the Cities and Oconee County, whereby the County agreed to pay \$610,000 to the Cities pro-rata and the Cities agreed to establish and maintain rates sufficient to pay to upgrade the infrastructure in the Martin's Creek and Richland Creek basins. The payment of the funds were, in part, intended to compensate the Cities for the money they had paid for the industrial upgrade. The County paid the money to the Cities pro-rata and the Cities paid the money to the Oconee County Sewer Commission.

The Agreement was memorialized by an Agreement dated 28 February, 2005:

### Section 5.02. (Omnibus Sewer Documents, Tab 2)

The rates paid by the users of sewer in the cities of Seneca, Westminster, and Walthalla include the payment for bonded indebtedness of improvements made to the Coneross Wastewater Treatment Plant in 1996 originally in the sum of approximately \$8,200,000. The payments on the indebtedness is \$609,947 annually. These improvements were made primarily to increase industrial capacity of the wastewater treatment facility. The County agrees that it will assume the annual payments and the Cities agree that the amounts now paid toward the bonded indebtedness will only be used by the Commission for capital upgrades and



expansion of wastewater treatment facilities and sewer conveyance systems.

As of March 1, 2009, the balance of the loan was \$3,562,919.04 plus interest. Because of the interest rate on the loan and the interest being earned on the monies held by OJRSA, the Authority paid off the loan on March 27, 2009, in the amount of \$3,574,120.27.

In November, 2008, Oconee County decided to pay the \$610,000 directly to the Oconee Joint Regional Sewer Authority and the County and the Authority entered into an Intragovernmental Agreement, dated November 18, 2008, Deed Book 1709 at page 5 (at p. 92). The County specified that the monies could be used for projects listed on page 97. Deed Book 1709 at page 5 (at p. 97).

Martin's Creek Project  
Septage Receiving Project  
Millbrook Pump Station  
Ravenal Pump Station  
Carson Road Relief Sewer  
Scene Heights - Highway 11  
Dunlop Area - Highway 123  
West Point Project  
Airport Area Sewer  
Bountyland Basin Sewer

The Martin's Creek upgrade has been let for bids and the Contracts will be awarded at the next meeting of OJRSA on September 13, 2010.

OJRSA has committed approximately \$352,000 in the 2010-11 budget to add, replace, and/or update various items considered capital projects from the Depreciation reserve:

Right-of-way tractor and mower	\$40,000
Right-of-way backhoe	\$66,000
Upgrade computers	\$18,000
GIS Mapping Sewer System	\$10,000
Telemetry Update (pump stations)	\$40,000
Pressure washer (for sewer systems)	\$45,000
Septic tank pumper truck	\$100,000

OJRSA has received the following sums from Oconee County,

<b>Total Funds Received</b>	<b>\$3,049,788.00</b>
<b>Funds Expended:</b>	
Martin's Creek Upgrade	\$ 313,493.04
Richland Creek Upgrade	\$ 223,696.47

Septage Project	\$ 54,332.27
	\$ 14,800.00
High Point Project	
Administrative	\$ 14,438.31
I-85/GCCP	\$ 56,553.54
I-85 SCDOT Welcome Center	\$ 56,816.89
I-85 Exit # 4Sewer	\$ 16,750.70
<b>Total</b>	<b>\$ 730,881.22</b>
I-85 SCDOT Welcome Center	\$ 56,816.89
I-85 Exit # 4Sewer	\$ 16,750.70
Golden Corner Commerce Park	\$ 53,653.54
<b>Total County Reimbursement</b>	<b>\$ 107,221.13</b>
Interest Earned	\$ 122,579.71
<b>Funds on Hand</b>	<b>\$2,548,707.62</b>

In addition to the annual \$610,000



## PROVIDING SEWER SERVICE

The Genesis Agreement filed with the Oconee County Register of Deeds in Deed Book 1709 at page 5 (at pp 20-49) provides in Article 11, Section f, that the Authority will provide sewer services to customers who comply with the requirements set forth:

Section f. The Authority agrees to provide sewer services as requested by customers outside the municipal limits as provided under existing agreements, provided the cost of connecting, transporting and treating the wastewater is paid by the customer being served or by some other entity, excluding the Members, on behalf of such customer or the cost is funded by federal and/or state grants or some other source other than the Member-Municipalities. In no event shall the cost of extending sewer service outside municipal limits or the cost of transporting and treating sewer be billed to or paid by customers of the Member Municipalities (at p. 42).

Also see Intergovernmental Agreement dated November 18, 2008, Article III, Section 3.06, filed with the Oconee County Register of Deeds in Deed Book 1709 at page 5 (at pp. 107-109) which provides that any entity who requests sewer service shall be allowed to do so, provided such entity complies with the requirements of the section.

### Section 3.06

The County, the cities of Seneca, Westminster, Walhalla and the Town of West Union and the Authority agree that any entity (person, business, corporation, partnership, etc.) who requests to connect to an existing municipal or Authority sewer line outside of the municipal city limits shall have the right to connect to the Authority or CITY system IF said entity satisfies the requirements set forth below:

a) Entities requesting to connect to an Authority or municipal line must have a feasibility study done by an engineer licensed in the State of South Carolina to determine the probable cost of the system, the impact on down stream facilities, and a basic design of the system sufficient to handle the entity's needs, including any desired future flow increases based on growth. The study shall be presented to the Authority, and the municipality (where applicable). A feasibility study shall not be required if the new line is a single residential service line and the maximum sewage output will be less than 400 gallons per day. The necessity of having a feasibility study may be waived by mutual consent of the Authority and the municipality (where applicable). The municipality's consent to waive a feasibility study will be necessary when any sewage from the prospective entity will flow through a line owned by the municipality. In the event that a dispute arises between the entity requesting connection to a sewer system and the Authority, and/or municipality (where applicable), the dispute shall be resolved in accordance with the provisions set forth in Section 3.07, below.

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

c) Entities requesting to connect to existing sewer facilities shall be responsible for (1) All costs associated with the construction of the new system; and (2) All costs of connecting to the existing system. These costs shall include any upgrades necessary to accommodate the increased flow in the existing system. In addition, the sewer customer shall pay a monthly fee to be determined by the municipality or Authority. The monthly fee shall include fees for operation, maintenance, depreciation, treatment, debt service and transportation.

d) Any entity requesting to connect to an existing sewer system pursuant to this agreement shall be required to obtain all necessary rights of way for the new system.

e) Any entity requesting to connect to the Authority or municipality sewer system shall construct the new system in accordance with the sewer specifications of the Authority or municipality that will own and operate the sewer system to which the entity intends to connect. These specifications may be changed, from time to time, by mutual agreement of the Authority, and municipality. The Authority and municipality (where applicable) shall have the right to inspect and test the new system throughout the construction phase (sic) of the project. The Authority and municipality may deny connection to the system if the new construction is not built to the specifications set forth in this section. The Authority or municipality shall maintain uniform specifications throughout the Authority or municipal system.

f) Notwithstanding any other section in this Intergovernmental Agreement and any rights this Agreement may give to entities as defined herein, connection to the Authority or municipal system may be denied for any reason with the mutual consent of the County, Authority and the undersigned city, if applicable.

Any entity seeking sewer service makes an application to the Authority and such request is referred to the Facilities and Administrative Committee<sup>4</sup>, who considers the request in open meetings and refers the request to the full membership of the Authority with an analysis and

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<sup>4</sup> Genesis Agreement, Article 5, Section b, Deed Book 1709 at page 5 (at p. 35).

recommendations of the Committee. The Commissioners consider all requests in open meetings. All actions of the Authority are recorded in the minutes, which are maintained and widely distributed. Any application for sewer service and any action taken thereon would be reflected in the minutes of the Facilities and Administrative Committee and the minutes of the meetings of the Commissioners. Any entity seeking sewer service must comply with the requirements of the SWAG Agreement as well as policies and requirements of the Authority and DHEC.

The Authority welcomes applications for sewer service and has the capability to provide sewer service to either industrial users or residential developers who desire to establish an independent treatment facility.

From time to time, Developers desire to install a private wastewater treatment system. In such cases, the Authority evaluates the proposed system to insure that the system meets minimum requirements to protect the waters of the County and State as required by Section 208 of the Clean Water Act. Any such system must be permitted by DHEC. Private systems present a concern that the developer installing the private system will abandon the system leaving a potential for water pollution.

The Authority has approved a number of private systems:

## SECTION 208 OF THE CLEAN WATER ACT

Section 208 of the federal Clean Water Act provides a framework for states, through local and regional governmental authorities, to create and implement area-wide waste treatment management plans to control water pollution. Pursuant to federal law, the Governor has designated the Council (COG) as the area-wide waste treatment-planning agency for the Central Midlands region. Under state law, the South Carolina Department of Health and Environmental Control (DHEC) has been designated the state agency authorized to implement South Carolina's Continuing Planning Process, which must be submitted to the Environmental Protection Agency (EPA) under the Clean Water Act. The Council is responsible for creating and updating a Section 208 Plan for the Central Midlands region. DHEC is responsible for certifying the Section 208 Plan with the EPA. *Carolina Water Services, Inc. v. Lexington County Joint Municipal Water and Sewer Commission*, SC Ct. App., Opinion 4047, 2005, 367 S.C. 141, 625 S.E.2d 223.

Based on the authority given to COGs under state law Section 6-7-110, S.C. Code of Laws, we believe the Governor's appointment of a COG to create an areawide plan under section 208 of the Clean Water Act and advise him or her on the selection of facilities to implement the plan is consistent with the constitutional purpose "to study and make recommendations on matters affecting the public health, safety, general welfare, education, recreation, pollution control, utilities, planning, development and such other matters as the common interest of the participating governments . . ." In addition, section 208, appears to particularly coincide with the authority given to COGs to "adopt such plans and programs as it may from time to time prepare pursuant to section 6-7-140." COGs are authorized under State Law to perform the functions assigned to the planning agency under section 208 of the Clean Water Act.

[A] council of governments authority is limited to studying issues pertaining to local government and to working with local governments on plans to resolve such issues by making recommendations. . . . We do not believe COG has authority to determine who may provide water and sewer service in the area served by COG and no authority to issue or deny permits for sewer systems.

Section 1288(a)(2) requires the Governor of a State to designate a representative organization to develop the areawide plan but does not require the Governor to designate a COG in particular.

South Carolina Attorney General Opinions, - AG 08,247, June 3, 2008

The Appalachian Council of Governments completed an initial areawide water quality management plan in accordance with Section 208 for the designated area of Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg Counties. The plan recommends several agencies as waste treatment management agencies. The Governor designated those agencies designated by the plan on the condition that such agencies agreed to be a designated agency. See letter of Governor Riley to John C. White, Regional Administrator, U.S. Environmental Protection Agency. Oconee County Council/Oconee County Sewer Commission was designated wastewater quality management agency.

The 208 Water Quality Management Plan adopted a willingness to proceed/implementation statement on March 31, 1978. Management Agency (Oconee County Sewer Commission) to serve as single county-wide wastewater management agency for both point sources and non-point source pollution control, etc. (Attachment 1)



WATER QUALITY MANAGEMENT AGENCY WILLINGNESS AND  
IMPLEMENTATION STATEMENT

Agency Name: Orange Joint Regional Sewer Authority, Designated as Naming 20% Water Quality Management Agency for Orange County (Orange County Ordinance 2009-12)

Purpose of Designation: For waste treatment or point sources of water pollution in accordance with section 208 of P.L. 92-500

We hereby accept and are willing to implement the responsibilities identified for this agency in the Statewide 20% Water Quality Management Plan summarized as follows:

I. To provide effective wastewater management by authority of the agency's charter, to include establishment, or continued implementation, of a regulatory program for:

A. Location, modification, and construction of public and private domestic wastewater treatment facilities including conveyance facilities such as collection systems and trunk lines.

B. Appropriate waste treatment policies and procedures to include:

- (1) A schedule of fair user charges;
- (2) Pre-treatment standards for industrial wastes (if needed) and regulatory controls to accept or refuse municipal and/or industrial wastes;
- (3) Such other policies and procedures as may be appropriate.

II. To develop or continue to implement an effective series of administrative management procedures and a personnel system appropriate to staff the agency for the discharge of its duties and responsibilities.

I therefore sign and state this statement:

By: Howard S. Adams  
Howard S. Adams, OJRSA Chairman

Date: May 3, 2009

WATER QUALITY MANAGEMENT AGENCY LEGAL ABILITY  
STATEMENT

COPY

Agency Name: George Joint Regional Water Authority

Pursuant to the Clean Water Act, Management Agencies required to have ability:

- (A) to carry out appropriate portions of an area-wide waste treatment management plan developed under subsection (b) of this section;
- (B) to manage effectively waste treatment works and related facilities serving such area in conformance with any plan required by subsection (b) of this section;
- (C) directly or by contract, to design and construct new works, and to operate and maintain new and existing works as required by any plan developed pursuant to subsection (b) of this section;
- (D) to accept and utilize grants, or other funds from any source, for waste treatment management purposes;
- (E) to raise revenues, including the assessment of waste treatment charges;
- (F) to incur short- and long-term indebtedness;
- (G) to assure in implementation of an area-wide waste treatment management plan that each participating community pays its proportionate share of treatment costs;
- (H) to refuse to receive any wastes from any municipality or subdivision thereof, which does not comply with any provisions of an approved plan under this section applicable to such area; and
- (I) to accept for treatment industrial wastes.

George Joint Regional

I Certify that the George Joint Regional Water Authority has the legal ability for the above activities.

Legal Counsel Signature: \_\_\_\_\_

Date 6/13/2009

Legal Counsel Printed Name: \_\_\_\_\_

Lowell W. Bonn  
URSA Attorney

## AGREEMENT WITH THE SCDOT

In March, 2005, the SCDOT, through Stephen R. Goldie, proposed that Oconee County, through the Oconee County Sewer Commission, construct a wastewater treatment system which would accept and treat the effluent discharged from the Welcome Center located at the intersection of I-85 and Highway 11. SCDOT proposed to pay to County \$3,095,000. After the project was completed, SCDOT proposed to pay \$5.00 per 1,000 gallons for the first five years.

OCSC undertook an evaluation of the proposed contract, which included where the WWTP would be located; other possible customers for the WWTP; how the effluent would be transported from the Welcome Center to the WWTP; the feasibility of discharging effluent into Lake Hartwell; the total cost of the system and how funds would be generated to pay the total cost.

Oconee County and SCDOT entered into a Contract, dated 17 May, 2005, whereby the County, through the Oconee County Sewer Commission, would construct a wastewater treatment facility which would accept waste from the Welcome Center.

In September, 2007, Mr. Mark Hunter of SCDOT advised Mr. Winchester of the OCSC that the agreement with Oconee County was "defunct because of schedule."

In September, 2007, Stephen Goldie proposed to build a WWTP at the Golden Corner Commerce Park and to provide sewer along Exits 1, 2 and 4 and to Golden Corner Commerce Park. The proposed agreement included Oconee County, Lake and Land Realty, Love's Truck Stop, Inc., TransAmerica, and JACABB, referred to as "SUs". JACABB would, under the Agreement, assume Oconee County's obligation under the contract with SCDOT.

The cost of the system was estimated to be \$7,284,000, to be funded by the SUs and Oconee. The Agreement proposed that the SUs make deposits as follows:

Land and Lake Realty	\$1,321,000	
Love's		14,000
Oconee County	1,212,000	
County for SCDOT	\$2,918,000	
TransAmerica	\$1,219,000	
Total	\$7,284,000	

By letter dated September 14, 2007, Mr. Tony L. Chapman, State Highway Engineer, advised Senator Thomas Alexander that since the contract between Oconee County and SCDOT, Oconee County had requested that the Contract be modified to include a private entity. Mr. Chapman reported that he had advised the County that SCDOT would only be able to "enter into an agreement with Oconee County and/or the Oconee County Sewer Authority."

Mr. Hunter has not responded to a letter to him dated September 28, 2009, in which Mr. Winchester inquired if the prior commitment of \$3,095,000 be recommitted to SCDOT for the I-85 project. Likewise, Mr. Hunter did not respond to a follow-up email dated October 15, 2009.



SIGNATURE PAGE

FOR THE OCONEE JOINT REGIONAL SEWER AUTHORITY



Howard S. Adams  
Chairman



Robert C. Winchester  
Executive Director

August 24, 2010