

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2013-20**

**AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 2013-01 "AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE GENERAL CAPITAL PROJECT FUND, AND FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2013 AND ENDING JUNE 30, 2014" IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO**

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its duly elected County Council (the "County Council"), has heretofore adopted and enacted Oconee County Ordinance 2013-01, "An Ordinance to establish the budget for Oconee County and to provide for the levy of taxes for ordinary county purposes, for the Tri-County Technical College Special Revenue Fund, for the Emergency Services Protection Special Revenue Fund, for the Road Maintenance Special Revenue Fund, for the Victim Services Special Revenue Fund, for the Bridge and Culvert Capital Project Fund, for the General Capital Project Fund and for the Economic Development Capital Project Fund, all in Oconee County for the Fiscal Year beginning July 1, 2013 and ending June 30, 2014" (the "Budget Ordinance"); and

WHEREAS, Attachment B to the Budget Ordinance is the County Council - approved county fee schedule for the Fiscal Year beginning July 1, 2013 and ending June 30, 2014; and

WHEREAS, the County needs to amend Attachment B to the Budget Ordinance, in order to reflect certain revised Oconee County Department of Parks, Recreation, and Tourism ("PRT") fees, as reflected in Attachment I to this Ordinance; and

WHEREAS, Oconee County, acting by and through the Oconee County Council, therefore desires to amend Attachment B to the Budget Ordinance to include the revised PRT fees reflected on Attachment I to this Ordinance;

NOW, THEREFORE, it is hereby ordained, by Oconee County Council, in meeting duly assembled that:

1. Attachment B to the Budget Ordinance is hereby amended by adding the contents of Attachment 1 of this Ordinance, a revised fee schedule for PRT, thereto.

2. All other parts, terms, and provisions of the Budget Ordinance, including all attachments thereto, not otherwise specifically amended, directly or by implication, by this Ordinance, remain in full force and effect.

3. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect.

4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

5. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this 1<sup>st</sup> day of October, 2013.

**ATTEST:**

---

Elizabeth Huise,  
Clerk to Oconee County Council

---

Joel Thrift,  
Chairman, Oconee County Council

First Reading: August 20, 2013  
Second Reading: September 17, 2013  
Public Hearing: September 17, 2013  
Third Reading: October 1, 2013

**2013-20 - Attachment 1**

**Oconee County, South Carolina  
Fees Schedule: Amended  
2013-2014 Budget**

**FEES APPLICABLE JULY 1, 2013 THROUGH DECEMBER 31, 2013**

Description	Rate	FY 2013 Fees	FY 2014 Fees
<b>Departmental Fees</b>			
<b>Parks, Recreation and Tourism</b>			
<b>Camping (All Parks)</b>			
Oconee County Resident	Per Night	\$15.00	\$15.00
Non-Resident	Per Night	\$20.00	\$20.00
Waterfront Site - Oconee County Resident	Per Night	\$20.00	\$20.00
Waterfront Site - Non-Resident	Per Night	\$25.00	\$25.00
Winter Camping Rate (November 1 - February 28)	Per Night	\$12.00	\$15.00
<i>All campers must have current license plates.</i>			
<i>No site may be occupied for more than thirty (30) days.</i>			

**FEES APPLICABLE JANUARY 1, 2014 THROUGH JUNE 30, 2014**

Description	Rate	FY 2013 Fees	FY 2014 Fees
<b>Departmental Fees</b>			
<b>Parks, Recreation and Tourism</b>			
<b>Camping (All Parks)</b>			
Oconee County Resident	Per Night	\$15.00	\$20.00
Non-Resident	Per Night	\$20.00	\$25.00
Waterfront Site - Oconee County Resident	Per Night	\$20.00	\$25.00
Waterfront Site - Non-Resident	Per Night	\$25.00	\$30.00
Winter Camping Rate (November 1 - February 28)	Per Night	\$12.00	\$15.00
<i>All campers must have current license plates.</i>			
<i>No site may be occupied for more than thirty (30) days.</i>			

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE 2013-27**

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE TRANSFER OF AUTHORITY FOR MUNICIPAL ELECTIONS FOR THE TOWN OF WEST UNION AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS OF ANY AGREEMENT, WITH EACH; AND OTHER MATTERS RELATED THERETO.**

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), has previously adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "County Code"), as amended, from time to time; and,

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Section 6-1-20 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), local governments, including counties, municipalities, and special service districts, may enter into intergovernmental agreements (the "Agreements") with each other to provide joint public facilities and services when considered mutually desirable; and,

WHEREAS, the Town of West Union (the "Town") is a municipality of the State pursuant to the authority established in Section 5-1-10 of the Code, and is declared to be a perpetual body, politic and corporate, entitled to exercise all the powers and privileges provided for municipal corporations in this State, and is a municipality of the County; and,

WHEREAS, Section 5-15-145 of the Code provides for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from a Town's Municipal Election Commission (the "Town Commission") to a County's Voter Registration and Election Commission (the "County Commission") upon the adoption of an appropriate ordinance by the governing body of the municipality transferring all authority, powers, duties, and responsibilities, and the adoption of an appropriate ordinance by the county governing body accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections with both ordinances embodying terms of the Agreement related to such transfer; and,

WHEREAS, pursuant to the foregoing authorities the Town has indicated a desire to transfer all authority, powers, duties, and responsibilities for conducting municipal elections within the Town to the County Commission, and have commenced proceedings for the adoption of an ordinance for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the Town from the Town's Commissions to the County's Commission; and,

**WHEREAS, the County Council finds that the County's Commission is willing to assume the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the Town upon the terms and conditions outlined in this Ordinance and embodied in the attached Agreement, and the County Council finds that it is proper, appropriate and in the public interest for the County Council to adopt this Ordinance accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from the Town's Commissions to the County's Commission, on the terms and conditions herein contained and embodied in the attached Agreement. A copy of the Agreement is attached hereto as Exhibit A , and are hereby incorporated by reference as fully as if set forth verbatim herein; and,**

**WHEREAS, pursuant to the foregoing authorities, the Town and the County, through authorization from their respective governing bodies, as required by the Code, desire to authorize the execution and delivery of an Agreement that: provides for the transfer of all authority for conducting municipal elections in the Town from the Town's Commissions to the County's Commission; defines the authority, powers, duties, and responsibilities assumed by the County's Commission for the conduct of municipal elections in the town; and, provides for reimbursement of all costs and expenses incurred by the County's Commission in the conduct of such municipal elections:**

**NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:**

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein.
2. The attached form of the Agreement, attached hereto as Exhibit A is hereby incorporated herein as fully as if set forth verbatim herein, in the form attached to this Ordinance and presented to the County Council meeting at which this Ordinance is to be approved, and is hereby adopted and approved, for execution by the County.
3. The Chairman of County Council, upon the advice and recommendation of the County Attorney, and the County, acting by and through the Chairman of County Council, are hereby authorized to execute and deliver the attached Agreement, and to implement the Agreement, in the form approved hereby, or with such changes as do not materially adversely affect the County, upon the advice and recommendation of the County Attorney, all subject to the terms and provisions thereof.
4. The County Council, as the governing body of the County and on behalf of the County, hereby accepts all authority powers, duties, and responsibilities to conduct municipal elections in the Town, and through the execution and implementation of the attached Agreement all such authority powers, duties, and responsibilities shall be transferred from the Town's Commissions to the County's Commission, all subject to the terms of the attached Agreements.

5. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
6. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the Agreement attached hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior County acts, actions, or decisions of the County or the County Council, in any regard, except as explicitly and specifically stated herein.
7. All other terms, provisions, and parts of the County Code not amended hereby, directly or by implication, shall remain in full force and effect.
8. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the County Code.

Ordained in meeting, duly assembled, this 1<sup>st</sup> day of October, 2013.

**ATTEST:**

---

Elizabeth Hulse,  
Clerk to Oconee County Council

---

Inel Thrift,  
Chairman, Oconee County Council

First Reading: September 3, 2013  
Second Reading: September 17, 2013  
Public Hearing: October 1, 2013  
Third Reading: October 1, 2013

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2013-21**

**AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, 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 its County Council (the "County Council"), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the "Code") to adopt zoning regulations and districts; and,

**WHEREAS**, Oconee County Council has heretofore, finally codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

**WHEREAS**, subsequent to the adoption of Chapter 38 of the Oconee Code of Ordinances, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

**WHEREAS**, in accordance with the Act and Chapter 38, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

**NOW, THEREFORE**, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

- 1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:**

**A. The following parcel, listed below, previously zoned in the Agricultural Residential District (ARD), and duly identified on the Official Zoning Map to be in the Agricultural Residential District, is hereby rezoned, and shall be in the Industrial District (ID), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.**

Parcel (Tax Identification Number)

221-00-01-106

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2012.

**OCCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Joel Thrift, Chairman, County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

First Reading: August 20, 2013  
Second Reading: October 1, 2013  
Public Hearing:  
Third Reading:



**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE 2013-31**

**AN ORDINANCE AUTHORIZING THE GRANT OF CERTAIN EASEMENT RIGHTS AND EXECUTION AND DELIVERY OF AN ELECTRIC LINE RIGHT-OF-WAY EASEMENT AGREEMENT AFFECTING CERTAIN REAL PROPERTY OWNED BY OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of that certain piece, parcel or tract of land situate in Oconee County ("County Property"), consisting of approximately 18 acres, and being more generally situated in the County on Rock Crusher Road approximately three (3) miles South of Walhalla, South Carolina, and having County TMS# 190-00-01-028 (the "County Property"); and

**WHEREAS**, Blue Ridge Electric Cooperative, Inc. ("Blue Ridge Electric") wishes to acquire from the County, and the County wishes to grant to Blue Ridge Electric, certain perpetual easement rights for, generally and without limitation, the construction, maintenance, alteration and replacement of one or more electric lines, for overhead or underground electric transmission, distribution and communication lines over, across, under and through certain portions of the County Property (collectively, the "Easement"); and

**WHEREAS**, the form, terms and provisions of the Electric Line Right-of-Way Easement (the "Easement Agreement") now before the Oconee County Council ("County Council"), a copy of which is attached hereto as Exhibit A, are acceptable to the County Council for the purpose of giving effect to the Easement; and

**WHEREAS**, Section 4-9-30(2) of the Code of Laws of South Carolina, 1976, as amended, (the "Code") authorizes the County to transfer or otherwise dispose of interests in real property;

**NOW, THEREFORE**, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the Easement, subject to and in conformity with the provisions of the Easement Agreement.
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the form attached as Exhibit A hereto, or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator's approval to be deemed given by his execution of the Easement Agreements.
3. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Easements in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.

4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

5. All orders, resolutions, and enactments of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

6. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by the County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_ day of \_\_\_\_\_, 2013.

**ATTEST:**

\_\_\_\_\_  
Elizabeth Hulse,  
Clerk to Oconee County Council

\_\_\_\_\_  
Joel Thrift,  
Chairman, Oconee County Council

First Reading: September 17, 2013  
Second Reading: October 1, 2013  
Third Reading: \_\_\_\_\_, 2013  
Public Hearing: \_\_\_\_\_, 2013

Exhibit A  
Easement Agreement  
[see attached]

S.O.# \_\_\_\_\_  
ACCT# \_\_\_\_\_  
JOB# \_\_\_\_\_  
DATE \_\_\_\_\_

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA )  
COUNTY OF Oconee )

Map No. 306-42-004  
Tax Map 190-00-01-028

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) Oconee County (Rock Quarry) and our heirs, successors and assigns (hereinafter referred to as "Grantor") for good and valuable consideration from Blue Ridge Electric Cooperative, Inc., whose principal office is located in Pickens, South Carolina (hereinafter called the "Cooperative"), the receipt of which is hereby acknowledged, do hereby grant unto the Cooperative, its successors, lessees and assigns, the perpetual right, privilege, and easement:

1. To go upon the tract of land of the Grantor, containing 18 acres, more or less, on Road(s) Rock Crusher Rd situated about 3 miles in the South direction from the town of Whitalla and being bounded by lands of Oconee County Rock Quarry and Exhibit Moore, Oconee County and Rock Crusher Rd.
2. To construct, reconstruct, locate, relocate, operate, maintain and repair in, upon, over, under and through said land, within the right-of-way strip such poles, structures, overhead and underground wires and other necessary fixtures, apparatuses and appliances, electrical distribution lines or systems, and any support structures and anchors located outside the right-of-way strip, for the purpose of distributing electricity by one or more circuits and of carrying wires of the Cooperative or any lessee thereof.  

The right-of-way strip is defined as: twenty feet on each side of the centerline of any overhead primary facilities, eight feet on each side of where only underground facilities are installed, and five feet on each side where only overhead service facilities are necessary.
3. To enter upon said land at any time for the purposes of inspecting said lines and facilities and making necessary repairs and alterations thereof;
4. To make such changes, alterations and substitutions in said lines, facilities or structures from time to time as the Cooperative deems advisable or expedient;
5. To keep and maintain, as the Cooperative deems necessary, a right-of-way clear of all structures, trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures for a space of up to the right-of-way widths listed in Item 2;
6. If an overhead line is constructed, to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the right-of-way strip which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the right-of-way strip.



The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said right-of-way. The Grantor agrees that no wells shall be dug on said strip, that no septic tank, absorption pits, or underground storage tanks shall be placed on said strip, that no building or other structures shall be erected thereon; and that said strip shall not be used for burial grounds.

The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's said land; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Cooperative, its successors and assigns, forever.

The Grantor covenants that he is the owner of the above described lands.

IN WITNESS WHEREOF, Grantor has set his hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed sealed and delivered in the presence of:

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

\_\_\_\_\_  
Grantor

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF \_\_\_\_\_

PERSONALLY appeared before me \_\_\_\_\_ and made oath that (s)he was present and saw the within named \_\_\_\_\_

SIGN, SEAL AND as \_\_\_\_\_ ACT AND DEED deliver the within written deed for the uses and purposes therein mentioned, and that (s)he with \_\_\_\_\_ witnessed the execution thereof.

SWORN TO AND SUBSCRIBED  
before me this \_\_\_\_\_ day of \_\_\_\_\_  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(U.S.)  
Notary Public for South Carolina  
My Commission Expires \_\_\_\_\_





Tax Map # 190-00-01-028

206

**Legend**

- Property Line
- Proposed 3-Phase
- Proposed Right of Way



STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2013-30**

**AN ORDINANCE TO AMEND SECTION 1-7, ENTITLED *GENERAL PENALTY; CONTINUING VIOLATIONS* OF CHAPTER 1, ENTITLED *GENERAL PROVISIONS*, OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council"), has previously adopted multiple Ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"), as amended from time to time; and,

**WHEREAS**, Section 1-7, entitled *General penalty; continuing violations*, of the Code of Ordinances, sets forth the penalties and prescribes the restitution limits that may be ordered by magistrates in the County for any violation(s) of the Code of Ordinances; and,

**WHEREAS**, it has come to the attention of the County Council that the State law that sets forth the Restitution Limits that may be ordered by magistrates in the County for any violation(s) of the Code of Ordinances (the "Restitution Limits") has changed from the specific Restitution Limits set forth in Section 1-7, entitled *General penalty; continuing violations*, of the Code of Ordinances; and,

**WHEREAS**, due to the aforementioned changes in the State law that sets forth the Restitution Limits that may be ordered by magistrates in the County, the County Council finds that there is a need to enact an Ordinance that amends Section 1-7, entitled *General penalty; continuing violations*, of the Code of Ordinances, to amend the Restitution Limits so that said Restitution Limits are in concert and accord with State law; and,

**WHEREAS**, the County Council further finds there is a need to provide for a means to amend Section 1-7, entitled *General penalty; continuing violations*, of the Code of Ordinances, to make sure the Restitution Limits set forth in said Section of the Code of Ordinances are automatically updated to remain in concert and accord with any future change(s) in the State law that sets forth the Restitution Limits that may be ordered by magistrates in the County for any violation(s) of the Code of Ordinances; and,

**WHEREAS**, based on the above findings of fact, the County Council hereby desires to amend Section 1-7, entitled *General penalty; continuing violations*, of the Code of Ordinances, in regard to the Restitution Limits of the Code of Ordinances:

**NOW, THEREFORE**, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby

adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein. It is the specific intent of the County Council to enact an ordinance that is fully authorized by the laws and the Constitutions of the United States and the State, and is consistent with and does not violate State or national law.

2. The entire content of the current Section 1-7, entitled *General penalty: continuing violations*, of the Code of Ordinances, is hereby revoked, stricken, rewritten, and replaced in its entirety with the rewritten Section 1-7 set forth in Exhibit A, which is hereby incorporated herein as fully as if set forth verbatim herein.
3. The County Administrator, upon the advice and recommendation of the County Attorney, is hereby authorized and directed to take any and all actions required of the County, or that he may deem desirable in his sole discretion, to give effect to the acts of the County Council as contemplated herein.
4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination should not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
5. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in Exhibit A hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior County acts, actions, or decisions of the County or the County Council, in any regard, except as explicitly and specifically stated herein.
6. All other terms, provisions, sections, and contents of the Code of Ordinances not specifically affected hereby remain in full force and effect.
7. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the County Code.

Ordained in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_  
Elizabeth Hulse,  
Clerk to Oconee County Council

\_\_\_\_\_  
Joel Thrift,  
Chairman, Oconee County Council

First Reading:       October 1, 2013  
Second Reading:     \_\_\_\_\_  
Third Reading:       \_\_\_\_\_  
Public Hearing:       \_\_\_\_\_



## EXHIBIT A

The rewritten Section 1-7, entitled *General penalty; continuing violations*, of the Oconee County Code of Ordinances, adopted as of \_\_\_\_\_, 2013 by Ordinance 2013 - \_\_\_\_\_ shall read as follows:

**“Sec. 1-7. General penalty; continuing violations.**

- (a) Whenever in the Oconee County Code of Ordinances or in any ordinance of the County any act is prohibited, declared to be unlawful an offense or misdemeanor, the doing of any act is required, the failure to do any act is declared to be unlawful an offense or misdemeanor, and if no specific penalty is provided for the violation(s), the violation(s) of any such provision of this Code of Ordinances, or any such ordinance of the County, shall be subject to a fine and/or imprisonment in an amount not to exceed the jurisdictional limits granted to a magistrate court in the County under South Carolina law. In addition, a magistrate court may order restitution in an amount not to exceed the jurisdictional limits granted to a magistrate court, at the time of such order, in the County under South Carolina law. In determining the amount of restitution to order, the magistrate shall determine and itemize the actual amount of damage or loss in the order. In addition, the magistrate may set an appropriate payment schedule. A magistrate may hold a party in contempt for failure to pay the restitution ordered if the magistrate finds the party has the ability to pay.

Each day any violation of this Code of Ordinances or any such ordinance, resolution, rule, regulation or order shall continue to exist constitutes, except where otherwise provided, a separate offense.

- (b) All ordinances of Oconee County adopted prior hereto, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances, and which purport to create any criminal offense or prescribe any criminal penalty, and which are finally held by a court of competent jurisdiction to be in violation of Article VIII Section 14 of the Constitution of South Carolina, are hereby automatically amended upon and only upon such holding, and without any further act or action required of any body or entity, to create an infraction, instead, and the conduct described therein is hereby automatically deemed, upon such holding only, and without any further act or action required of any body or entity, to be a public nuisance in accordance with the opinion of the South Carolina Supreme Court in *FootHills Brewing Concern Inc. v. City of Greenville* 377 S.C. 154, 480 S.E.2d 718 (2008), and the civil penalty for violation of any such infraction shall be

imposed against the violator, up to the maximum amount which is authorized by State law, for the commission of an infraction created by a County ordinance, on the date the violation was committed; provided, however, the amount of the civil fine shall not be so great as to violate the holding of the opinion of the South Carolina Supreme Court in *Beachfront Entertainment Inc. vs. Town of Sullivan's Island, S.C.*, S.E.2d (2008). To the extent allowed by law, the civil fine may be enrolled with the clerk of court as a judgment and collected in the manner provided by law for judgment liens.

- (c) Any ordinance adopted subsequent to the effective date of the ordinance from which this Section derives, which, subsequent to adoption, is codified in the Oconee County Code of Ordinances, shall create a criminal violation, punishable as set forth in subsection (a), above, to the extent allowed by Article VIII Section 14 of the Constitution of South Carolina, and otherwise, shall create an infraction, punishable as set forth in subsection (b), above.
- (d) In the event specific penalties are provided by and within Sections of the Oconee County Code of Ordinances, such specific penalties shall apply, otherwise the general penalties as set forth in subsections 1-7(a), (b) and (c), above, shall apply."

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

## Keowee-Toxaway (KT) Hydroelectric Project Relicensing

Summary of the Stakeholder Team's September 18, 2013, Relicensing Agreement

---

Duke Energy received its Existing License from the Federal Energy Regulatory Commission (FERC) in 1966 authorizing the construction and operation of Lake Jocassee, Lake Keowee, Jocassee Pumped Storage Station, and Keowee Hydro Station. The Existing License expires in August, 2016.

FERC's relicensing process encourages people with interests in hydroelectric projects to work together and recommend the balance they would prefer FERC to adopt in the New License – a balance that would represent the “best future” for the Project that is developed locally rather than by the FERC.

Local recommendations carry much more weight with the FERC if they're supported by a broad representation of local stakeholders including the agencies charged with overseeing the applicable laws. At the core of this local process is the Keowee-Toxaway Stakeholder Team with 40 representatives from 22 organizations including environmental, water quality, and conservation organizations; local governments; homeowner groups; lake-area developers; water suppliers; a Tribe; four state resource agencies, four federal agencies, and Duke Energy. Even more stakeholders have participated in seven Resource Committees charged with developing, overseeing, and analyzing the 14 FERC-required studies.

Beginning in September 2012 with editing and reshaping Duke Energy's initial draft proposal (called a Trial Balloon), stakeholders have prepared for and participated in 20 all-day Team meetings (and many other committee meetings) to craft the September 18, 2013, Relicensing Agreement detailing how the Project should be managed. Stakeholder Team members are currently reviewing the Relicensing Agreement with their governing bodies to determine if they will enter into this contract with the other signatories by signing the Relicensing Agreement. The deadline for signing the Relicensing Agreement is November 29, 2013.

Below are highlights of the Relicensing Agreement. Components of the Relicensing Agreement dependent upon specific Stakeholder Organizations signing the Relicensing Agreement are denoted with an asterisk\*.

### LAKE LEVELS DURING NORMAL PERIODS (Section 2.0)

During normal (non-drought) conditions, Duke Energy will maintain lake levels between the following maximum and minimum levels:

Reservoir	Normal Maximum Elevation (ft local datum / ft AMSL)	Normal Minimum Elevation (ft local datum / ft AMSL)
Lake Jocassee	100.0 / 1110.0	86.0 / 1096.0
Lake Keowee	100.0 / 800.0	96.0 / 796.0 <sup>1</sup>

AMSL = Above Mean Sea Level

<sup>1</sup> Approximately one foot higher than current operation

### SUPPORT FOR WATER DEMANDS ON PROJECT RESERVOIRS (Section 3.0)

Current and Future Water Needs Guide Decisions – Acknowledge existing and projected future (through 2066) water withdrawals in the Upper Savannah River Basin were considered and will be considered when evaluating proposals for additional Project water use

Protect and Enhance Usable Water Storage – Proposed new, expanded, or rebuilt water intakes must be designed to operate with the lake as low as the hydro station can operate or justified for a shallower elevation

New Operating Agreement (NOA) – Duke Energy will pursue a NOA with US Army Corps of Engineers (USACE) and Southeastern Power Administration (SEPA) that:

- Is consistent with Relicensing Agreement, including the Low Inflow Protocol (LIP)
- Incorporates the water available in the Bad Creek and Richard B. Russell Reservoirs into the storage calculations
- Doesn't penalize the KT Project when USACE lakes are drawn down for maintenance
- Encourages regional drought response by intake owners at the USACE lakes

Water Resource Planning – Duke Energy will provide one-time funding of \$438,000 to support water quantity planning and management initiatives in the Savannah River Basin

### **LOW INFLOW PROTOCOL (LIP) (Section 3.0, Attachment D)**

The LIP will provide a Project-wide, coordinated response to droughts. It is a drought response procedure that defines five stages of increasingly severe drought (0, 1, 2, 3 and 4) based on well-defined, objective triggers. The triggers are combinations of the storage in Duke Energy's reservoirs, the current drought level defined by the USACE's Drought Contingency Plan, and meteorological conditions as indicated by the US Drought Monitor and US Geological Survey's streamflow gages in the area.

The LIP also defines actions to decrease the volume of water leaving Duke Energy's reservoirs as the severity of a drought increases. There are only three ways to do this: 1) reducing water releases from Lake Keowee into the USACE's Hartwell Lake; 2) reducing water supplier withdrawals by encouraging their customers to implement water conservation measures and 3) reducing withdrawals by lake neighbors for lawn irrigation. Water also leaves the reservoirs through evaporation, hydro unit leakage, dam seepage, and ground water infiltration, but these are not controllable.

The following three actions are taken at each more severe drought stage after Stage 0.

- Reduce the maximum weekly water release to the USACE
- Reduce water supplier withdrawals
- Reduce the lower elevation of the operating ranges for Lake Keowee and Lake Jocassee

At the worst drought condition (Stage 4), the minimum elevation for Lake Keowee and Lake Jocassee decreases to these Critical Reservoir Elevations:

- Jocassee: Critical Reservoir Elevation of 70.0 ft local datum / 1080 ft AMSL (i.e., maximum drawdown of 30 ft)
- Keowee: Critical Reservoir Elevation of 90.0 ft local datum / 790 ft AMSL (i.e., maximum drawdown of 10 ft). Note: this elevation will become effective in 2019. Prior to then, the Critical Reservoir Elevation will be 94.6 ft local datum / 794.6 ft AMSL. The Existing License permits a 25 ft drawdown; under the New License, the maximum drawdown would not exceed 10 ft.
- Lake Keowee and Lake Jocassee will be drawn down together
- Lake Keowee's elevation will be kept at or above 91.5 ft local datum / 791.5 ft AMSL until Duke Energy's usable storage reaches 12 percent, at which time no further water releases will be made from Lake Keowee to support downstream water needs

- Duke Energy, water suppliers, and appropriate federal and state agencies will form a Keowee-Toxaway Drought Management Advisory Group to promote coordinated actions and communications during droughts
- All Parties to the Relicensing Agreement and any future water intake owners on the Project have responsibilities under the LIP
- All Parties will encourage water intake owners on the downstream USACE Reservoirs to implement water conservation measures similar to the LIP

#### **NOTIFICATION AND CONSULTATION DURING MAINTENANCE AND EMERGENCY SITUATIONS (Section 4.0, Attachment E)**

The Maintenance and Emergency Protocol (MEP) anticipates situations when it may not be possible to meet normal license conditions, identifies organizations that will be notified and consulted, and provides the procedures for doing so. Some examples of these situations include hydro unit outage; dam safety emergency; energy, voltage, or capacity emergency; lake drawdown for maintenance; high water events; and support for local or regional emergencies.

#### **HISTORIC PROPERTIES (Section 5.0)**

Archaeological and historic sites within the Project Boundaries are important parts of the region's identity and will be protected under a new Historic Properties Management Plan developed in collaboration with State and Tribal Historic Preservation Offices and others under guidance of the National Historic Protection Act. Known sites will be protected and plans to deal with newly discovered sites will be in place.

Working with the SC State Historic Preservation Office, the Eastern Band of Cherokee Indians, and the SC Department of Parks, Recreation and Tourism (SCDPRT), Duke Energy will develop interpretive signage and displays at the Jocassee Gorges Visitor Center and selected Project Access Areas and create a traveling exhibit available for various visitor centers, exhibits, and schools to help visitors better understand the history of the area. The history of the Cherokees and the development of the area's hydroelectricity will be included in this information.

#### **PUBLIC RECREATION (Section 6.0)**

Most of the new amenities under the current Recreation Management Plan (RMP) approved by the FERC on July 19, 2010, have already been installed and are being used by people enjoying the lakes. Duke Energy will file a new RMP with the Application for New License that will include additional amenities to be completed during the first 10 years of the New License.

- Devils Fork State Park – New courtesy dock at the main ramps, designated area for divers
- Double Springs Campground – Add approximately 25 acres, lease it to SCDPRT, provide toilet and 12 additional campsites\*
- Keowee Town Access Area – Trails, single vehicle parking, and signage to support wildlife viewing and bank fishing
- Fall Creek Access Area – Trails, single vehicle parking, and signage to support wildlife viewing and bank fishing
- Mile Creek County Park – Up to ten primitive campsites; up to five bank fishing stations; ten camping cabins and septic tanks up to \$350,000\*
- Cane Creek Access Area – Single vehicle parking and signage to support wildlife viewing and bank fishing

- New Access Areas on Lake Keowee – Designate High Falls II (36.19 ac) and Mosquito Point (10.25 ac) as reserved for future public recreation needs
- Keowee-Toxaway State Park – Develop camping and non-motorized boating facilities at 15-acre lake, connect the park to municipal water, pave an access road to a new primitive camping area, and construct 10 primitive campsites, 3 camping cabins, a canoe/kayak launch, a new parking area, event cabin, outdoor gathering space with firepit, a fishing pier using the existing bridge abutment, a picnic pavilion, a portage around the existing water-retaining structure impounding 15-acre lake, and 2 bathhouses\*
- Stamp Creek Access Area – Trails, single vehicle parking, and signage to support wildlife viewing and bank fishing
- Existing Access Area Leases – Extend existing access area leases for term of New License for High Falls County Park, Mile Creek County Park, Warpath Marina (with caveats), Devils Fork State Park, and South Cove County Park\*
- New Access Area Leases – Offer new leases for Bootleg Access Area to the SC Department of Natural Resources (SCDNR); Crow Creek Access Area to Pickens County; 15-acre lake at Keowee-Toxaway State Park to SCDPRT; and Fall Creek, Keowee Town, Stamp Creek and Cane Creek to Oconee County\*
- Island Ownership – Retain Duke Energy ownership of all islands for term of New License for public recreation use
- Bank Fishing – Designate all portions of the Project Access Areas as available for bank fishing except for minimal areas needed for safety and user conflict management
- Future RMP Revisions – In every 12<sup>th</sup> year of the New License, conduct a new Recreation Use and Needs Study if needed and revise the RMP if necessary
- Commercial Facility Restrictions – Duke Energy will not use or permit lessee use of commercial recreation amenities at the Crow Creek, Cane Creek and Stamp Creek Access Areas
- World of Energy Picnic and Fishing Access Area – designate a trail for angler access to the Oconee Nuclear Station discharge canal and operate and maintain the existing picnic and fishing facilities near the World of Energy for public recreation
- Granny Gear Access Area – Maintain to also support use of nearby Dug Mountain Access Area\*

#### **Land Conservation (Section 6.0)**

- Nine Times Tract – Duke Energy will provide \$1,044,000 to support acquisition of the Nine Times Tract (1,648 ac) by Naturaland Trust\*
- Oconee County Conservation Bank – Duke Energy will provide \$600,000 to the Oconee County Conservation Bank\*
- Sassafras Mountain Observation Tower – Duke Energy will provide \$350,000 to SCDNR to support construction of an observation tower, restrooms and interpretive signage at Sassafras Mountain\*
- Leased Land Areas – Duke Energy will offer low-cost leases to SCDNR for the Licklog (46 ac), Dismal Creek (21 ac), Fishers Knob (45 ac), Eastatoe Creek (23 ac), and the Laurel Preserve (504 ac) tracts for term of New License\*
- Land Use Restrictions – Duke Energy will restrict use of the Jocassee Spillway Tract, Bad Creek South Tract, and the Jocassee East Tract to supporting power production, power transmission, and public recreation\*
- Land Purchase Opportunities – SCDNR will have the opportunity to purchase the Jocassee East, Laurel Preserve, Eastatoe Creek, Bad Creek South, Jocassee Spillway, Licklog, and Dismal Creek tracts if Duke Energy determines it no longer needs the properties during the term of the New License\*

## **Recreation User Education and Outreach Partnerships (Section 6.0)**

- Safe Boating – Duke Energy will support an annual community safe boating educational effort in the Project area
- Environmental Education – Duke Energy will provide \$10,000 per year to Oconee County and \$10,000 per year to Pickens County to support elementary and middle school education on environmental stewardship and litter prevention\*
- Litter Collection – Duke Energy will support semi-annual litter collection on Project islands\*

## **SHORELINE MANAGEMENT (Section 7.0)**

Shoreline Management Plan – The new Shoreline Management Plan will be effective on September 1, 2014, and will be reviewed and updated as necessary every ten years

Unencapsulated Foam Flotation – All unencapsulated foam flotation will be removed from residential boat docks on Lake Jocassee and Lake Keowee no later than September 1, 2018

Increase Maximum Dock Surface – There will be a window of opportunity for owners of previously approved existing docks to increase the maximum allowed surface area of their dock by up to 200 square feet if needed to reach deeper water during severe droughts

Follow the Water – Docks can be moved to follow the water during LIP Stages 2, 3, and 4

Commercial Marina Restrictions – Future commercial marinas will only be allowed on Lake Keowee's "big water." No commercial marinas will be permitted in the narrower portions of the Cane Creek, Crooked Creek, Stamp Creek, or Crow Creek arms of Lake Keowee. No commercial marinas will be permitted on Lake Jocassee.

Shoreline Erosion Stabilization – Duke Energy will stabilize actively eroding sites on nine Lake Keowee islands plus the east side of Fall Creek peninsula and two future recreation sites, High Falls II and Mosquito Point. More than 12,500 feet of shoreline will be stabilized with rip-rap enhanced to provide additional aquatic and wildlife habitat.

## **SPECIES PROTECTION (Section 8.0, Attachment H)**

Project Headwaters Restoration – Habitat and species research and restoration on Project headwater streams will be enhanced by a one-time Duke Energy contribution of \$100,000 to SCDNR for matching research grants\*

Trout Fishery – Duke Energy will monitor the oxygenated, cool water elevation band for the trout fishery in Lake Jocassee\*

Black Bass Spawning – Except during droughts or emergencies, Duke Energy will operate the Project to support black bass spawning between April 1 and May 15\*

Protecting Special Species – Although study of the area's aquatic, botanical, and wildlife species and habitat showed rich and thriving communities, no Threatened or Endangered species were found within the Project Boundaries. If found in the future, Duke Energy will implement formal species protection plans. Duke Energy will protect known sites in the Project Boundaries with Special Status Species and botanical Priority Species through its SMP Shoreline Classifications, signage, and other restrictions.

Fish Entrainment Reduction – Duke Energy will modify intake and tailwater lighting at the Jocassee Pumped Storage Station and will change the hydro unit start-up sequence at the Station when operating pumping mode to reduce fish entrainment.\*

Habitat Enhancement Program (HEP) – Duke Energy will establish a program to create, enhance, and protect aquatic and wildlife habitat within the watershed flowing into the Project Reservoirs. Non-profit and governmental organizations will submit proposals to a Proposal Review Committee that will recommend appropriate proposals for funding. Duke Energy will provide \$1,000,000 initially to fund the HEP and these funds will be supplemented by fees paid by lake use permit applicants.\*

#### **WATER QUALITY (Section 9.0, Attachment I)**

Dissolved Oxygen Concentrations – Formal studies confirm what's already known: Lake Keowee and Lake Jocassee have excellent water quality, especially concentrations of dissolved oxygen (DO) which is particularly important to the ecological health of the lakes. Even though DO will remain higher than state standards due to the design of the dams, Duke Energy will monitor DO annually for the month of August and report the results to the SC Department of Health and Environmental Control.

Source Water Protection Program – With \$1,000,000 in seed money from Duke Energy, a new non-profit group will be formed to develop projects to monitor and maintain superior water quality at Lake Keowee and Lake Jocassee. Potential projects include adapting state-of-the-art watershed models to the KT area to anticipate potential water quality threats, regularly monitoring water quality, and instituting a septic tank repair program.\*

Water Quality Model – Duke Energy will provide the water quality model used during relicensing as well as the water quality data used to develop it to the Friends of Lake Keowee Society.\*

#### **GENERAL AGREEMENTS AND PROCEDURES (Sections 11.0 – 33.0)**

Because the Relicensing Agreement is a contract, it also contains contractual language to further spell out the responsibilities of the Parties in implementing the contract and procedures and limitations for addressing situations that might develop during the term of the Agreement.



# **Relicensing Agreement**

**for the**

**Keowee-Toxaway Hydroelectric Project  
FERC Project No. 2503**

**September 18, 2013**

**Signature Copy**

(intentionally blank)

## TABLE OF CONTENTS

### AGREEMENT

<b>RECITALS</b> .....	1
<b>RESOURCE AGREEMENTS</b>	
<b>1.0 Agreements on Full Consensus</b> .....	1 - 1
<b>2.0 Normal Operating Ranges for Reservoir Levels Agreements</b> .....	2 - 1
<b>3.0 Actions to Support Water User Needs Agreements</b> .....	3 - 1
<b>4.0 Maintenance and Emergency Protocol (“MEP”) Agreements</b> .....	4 - 1
<b>5.0 Historic Properties Agreements</b> .....	5 - 1
<b>6.0 Public Recreation Agreements</b> .....	6 - 1
<b>7.0 Shoreline Management Agreements</b> .....	7 - 1
<b>8.0 Species Protection Agreements</b> .....	8 - 1
<b>9.0 Water Quality Agreements</b> .....	9 - 1
<b>10.0 Other Agreements</b> .....	10 - 1
<b>GENERAL AGREEMENTS AND PROCEDURES</b>	
<b>11.0 Effective Date and Term of Agreement</b> .....	GAP - 1
<b>12.0 Offer of Settlement</b> .....	GAP - 1
<b>13.0 Adoption by the FERC Without Material Modification</b> .....	GAP - 1
<b>14.0 Statutory Responsibilities of Federal, Tribal, State and Local Governmental Bodies</b> .....	GAP - 1
<b>15.0 Parties’ Rights, Obligations and Restrictions During the Period when the FERC is Developing the New License and/or the SCDHEC is Developing the Water Quality Certification</b> .....	GAP - 2
<b>16.0 Agreements on Action Steps when a Jurisdictional Body Imposes a Requirement that is an Inconsistent Act</b> .....	GAP - 3
<b>17.0 Review of Inconsistent Act Imposed by Jurisdictional Body that Substantially Negatively Affects a Party</b> .....	GAP - 4
<b>18.0 Agreements on Action Steps upon Breach by Any Party</b> .....	GAP - 4
<b>19.0 Modification of this Agreement</b> .....	GAP - 5
<b>20.0 Parties’ Ability to Petition the FERC or SCDHEC</b> .....	GAP - 5
<b>21.0 Withdrawal from this Agreement</b> .....	GAP - 6
<b>22.0 Termination of this Agreement</b> .....	GAP - 8
<b>23.0 Notice</b> .....	GAP - 8

<b>24.0</b>	<b>Licensed Project Cessation</b>	GAP - 8
<b>25.0</b>	<b>Dispute Resolution</b>	GAP - 9
<b>26.0</b>	<b>Adjustment for Inflation / Deflation</b>	GAP - 11
<b>27.0</b>	<b>Ability of Parties to Request FERC Approvals or New License Amendments Related to Non-Project Use Requests</b>	GAP - 12
<b>28.0</b>	<b>Parties' Participation in Future Relicensings and 401 WQC</b>	GAP - 12
<b>29.0</b>	<b>Early Implementation</b>	GAP - 12
<b>30.0</b>	<b>Coordination with the Licensee's Budgeting Cycle</b>	GAP - 12
<b>31.0</b>	<b>Assessments and Procedures for New Information or Material Mistakes</b>	GAP - 13
<b>32.0</b>	<b>Procedures for New Law or Regulation</b>	GAP - 13
<b>33.0</b>	<b>Miscellaneous Agreements</b>	GAP - 13
33.1	No Admission of Liability	GAP - 13
33.2	Agreement Terms Contractual	GAP - 13
33.3	Enforceability	GAP - 14
33.4	Force Majeure	GAP - 14
33.5	Applicable Law and Venue	GAP - 14
33.6	Severability	GAP - 14
33.7	Waiver Independence	GAP - 14
33.8	Definitions	GAP - 14
33.9	Water Rights Unaffected	GAP - 15
33.10	Parties' Own Costs	GAP - 15
33.11	Existing Laws	GAP - 15
33.12	No Third-Party Beneficiary	GAP - 15
33.13	No Commitment of Funds	GAP - 15
33.14	No Government Agency Delegation	GAP - 15
33.15	Successors and Assigns	GAP - 15
33.16	Damages	GAP - 16
33.17	Limitation of Applicability	GAP - 16
33.18	Execution in Counterparts	GAP - 16
33.19	Full Legal Authority	GAP - 16
33.20	Timing	GAP - 16

**SIGNATURES OF THE PARTIES**

.....Sig - 1

## APPENDICES

### APPENDIX A: PROPOSED LICENSE ARTICLES

<b>A-1.0 Reservoir Elevation Article</b> .....	A - 1
Reservoir Elevations .....	A - 1
<b>A-2.0 Low Inflow Protocol Article</b> .....	A - 2
Low Inflow Protocol for the Keowee-Toxaway Hydroelectric Project .....	A - 2
<b>A-3.0 Maintenance and Emergency Protocol Article</b> .....	A - 2
Maintenance and Emergency Protocol for the Keowee-Toxaway Hydroelectric Project .....	A - 2
<b>A-4.0 Historic Properties Article</b> .....	A - 3
Historic Properties .....	A - 3
<b>A-5.0 Public Recreation Articles</b> .....	A - 3
Recreation Management Plan .....	A - 3
Recreation Planning .....	A - 3
<b>A-6.0 Shoreline Management Articles</b> .....	A - 4
Shoreline Management Plan .....	A - 4
Shoreline Management Plan Review and Update Procedures .....	A - 4
<b>A-7.0 Water Quality Article</b> .....	A - 5
Water Quality Monitoring.....	A - 5

<b>APPENDIX B: PARTIES AND DESIGNATED REPRESENTATIVES</b> .....	B - 1
---	-------

<b>APPENDIX C: ABBREVIATIONS, ACRONYMS, AND DEFINITIONS</b> .....	C - 1
---	-------

<b>APPENDIX D: LOW INFLOW PROTOCOL (LIP) FOR THE KEOWEE-TOXAWAY HYDROELECTRIC PROJECT</b> .....	D - 1
---	-------

<b>APPENDIX E: MAINTENANCE AND EMERGENCY PROTOCOL (MEP) FOR THE KEOWEE-TOXAWAY HYDROELECTRIC PROJECT</b> .....	E - 1
--	-------

<b>APPENDIX F: MAPS</b> .....	F - 1
-------------------------------	-------

<b>APPENDIX G: PROCEDURE TO ALLOW DOCKS TO FOLLOW THE WATER</b> .....	G - 1
---	-------

<b>APPENDIX H: HABITAT ENHANCEMENT PROGRAM (HEP) FOR THE KEOWEE-TOXAWAY HYDROELECTRIC PROJECT</b> .....	H - 1
---	-------

<b>APPENDIX I: SOURCE WATER PROTECTION PROGRAM</b> .....	I - 1
--	-------

(intentionally blank)

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

---

**DUKE ENERGY CAROLINAS, LLC**

---

**AGREEMENT**

THIS AGREEMENT ("Agreement" or "Relicensing Agreement"), made and entered into as of November 29, 2013, by and between DUKE ENERGY CAROLINAS, LLC, with its principal place of business in Mecklenburg County, North Carolina (the "Licensee"); ADVOCATES FOR QUALITY DEVELOPMENT, INC.; ANDERSON AREA CHAMBER OF COMMERCE; CITY OF SENECA; COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF GREENVILLE; FRIENDS OF LAKE KEOWEE SOCIETY, INC.; OCONEE COUNTY, SOUTH CAROLINA; PICKENS COUNTY, SOUTH CAROLINA; PICKENS COUNTY WATER AUTHORITY; SOUTH CAROLINA DEPARTMENT OF ARCHIVES AND HISTORY; SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES; SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION AND TOURISM; SOUTH CAROLINA WILDLIFE FEDERATION; THE CLIFFS AT KEOWEE VINEYARDS COMMUNITY ASSOCIATION, INC.; THE RESERVE AT LAKE KEOWEE; UPSTATE FOREVER; and WARPATH DEVELOPMENT, INC.; (collectively "Stakeholders"), (all referenced Stakeholders and the Licensee collectively "Parties" provided the duly authorized representative of each signs this Agreement), provides as follows:

**WITNESSETH**

WHEREAS, pursuant to a license issued by the Federal Energy Regulatory Commission ("FERC" or "Commission") (FERC Project No. 2503), the Licensee operates a hydroelectric power project, known as the Keowee-Toxaway Hydroelectric Project (the "Project") which is situated on the Keowee and Little Rivers in the South Carolina counties of Oconee and Pickens with a small portion extending into Transylvania County, North Carolina, the Project consisting primarily of the following major components. (See the Exhibit K drawings for the Existing License for the Project, which describe the Project Boundaries in more specific detail.)

- a) The Jocassee Development consisting principally of a powerhouse, two saddle dikes, two intake structures, water conveyance tunnels, a gated spillway, and the Jocassee Dam impounding the Keowee River to form Lake Jocassee; and
- b) The Keowee Development consisting principally of a powerhouse, an intake structure, gated concrete ogee spillway, four saddle dikes, the Keowee Dam impounding the Keowee River and the Little River Dam impounding the Little River, both of which form Lake Keowee; and

WHEREAS, beginning in August 2009, the Licensee and the Stakeholders, plus EASTERN BAND OF CHEROKEE INDIANS, formally met as the Keowee-Toxaway Hydroelectric Project Stakeholder Team ("Team") to begin the process of developing a

non-binding Agreement-in-Principle (“AIP”) with regard to the issues related to the relicensing of the Project; and

WHEREAS, on March 11, 2011, the Licensee filed a timely Notice of Intent with the FERC to apply for a new license (“New License”) for the Project; and

WHEREAS, by July 25, 2013, the Licensee and the Stakeholders signed the non-binding AIP concerning most substantive matters of interest to them related to the relicensing of the Project, and the Licensee and the Stakeholders indicated in said AIP their desire to work together to convert the AIP into this binding Agreement; and

WHEREAS, EASTERN BAND OF CHEROKEE INDIANS, by electing not to sign the AIP was not afforded the opportunity to participate in the development of this Agreement but was afforded the opportunity to become a Party; and

WHEREAS, SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL, UNITED STATES ARMY CORPS OF ENGINEERS, and UNITED STATES FISH AND WILDLIFE SERVICE also participated in many of the meetings of the Team and were afforded the opportunity to become Parties to this Agreement; and

WHEREAS, on or before August 31, 2014, the Licensee will file an application, consistent with this Agreement in all respects, with the FERC for a New License for the Project; and

WHEREAS, the Licensee will include this Agreement and the accompanying Explanatory Statement in its Application for New License; and

WHEREAS, within 60 days following the FERC’s issuance of its Notice of Ready for Environmental Analysis, the Licensee will file an application, consistent with this Agreement in all respects, with the South Carolina Department of Health and Environmental Control (“SCDHEC”) for a Water Quality Certification for the Project pursuant to §401 of the Clean Water Act (“401 WQC”), as amended; and

WHEREAS, the Licensee, the United States Army Corps of Engineers (“USACE”), and the Southeastern Power Administration (“SEPA”) are currently parties to a water storage balancing agreement (“1968 Agreement”) requiring flow releases from the Keowee Development under certain circumstances and the 1968 Agreement will be replaced by a new agreement (“New Operating Agreement” or “NOA”) to be negotiated in conjunction with relicensing of the Project and said NOA will not be inconsistent with this Agreement; and

WHEREAS, the Parties agree that generating power at the Project’s powerhouses and managing the reservoirs’ levels and flows for public water supply support, fish habitat, public recreation, and other purposes are all important uses of the limited waters of the Keowee and Little rivers and their tributaries, and that the terms of this Agreement strike a reasonable balance among these uses and provide a basis for the Parties’ concurrence in the issuance of a New License for the Project to the Licensee, subject to the applicable terms, covenants, and provisions of this Agreement; and

WHEREAS, the Licensee’s Application for New License will include proposed facilities and actions to protect, mitigate, or enhance: public recreational opportunities at the Project’s reservoirs (“Project Reservoirs”), cultural resources, fish and wildlife resources, the regional economy, and other resource enhancement initiatives; and

WHEREAS, there are terms, phrases, and abbreviations specific to the Stakeholder Process that led to this Agreement and the significant terms, phrases, and abbreviations are defined in Appendix C; and



WHEREAS, the Parties agree that sharing the burden during periods of low inflow and maintenance and emergency conditions is important, and that the Low Inflow Protocol (“LIP”) for the Keowee-Toxaway Hydroelectric Project (Appendix D) and the Maintenance and Emergency Protocol (“MEP”) for the Keowee-Toxaway Hydroelectric Project (Appendix E) are reasonable compromises by the Parties to define operational changes during these time periods; and

WHEREAS, the maps included in Appendix F are intended solely to assist in describing the locations and boundaries of specific tracts of land, but are not of survey quality; and

WHEREAS, the Parties understand that certain governmental Parties have independent statutory responsibilities and processes that may result in mandates that are not consistent with the terms of this Agreement, and that it is nonetheless necessary to preserve the integrity and independence of those responsibilities and processes, and this Agreement specifically does so; and

WHEREAS, this Agreement is the culmination of the Parties’ desires, as set forth in the July 25, 2013, AIP, to draft from the AIP a binding agreement that embodies the intent of the Parties; and

WHEREAS, this Agreement faithfully sets forth in more detail and specificity, in contractual terms, the concepts described and to which the Parties agreed to in the AIP, with mutually agreeable adjustments as negotiated by the Parties after the AIP was signed; and

WHEREAS, the Parties have now reached full agreement on the resolution of all the material resource matters identified and at issue in the New License for the Project, specifically including but not limited to hydropower generation; watershed and hydro operation practices that protect and sustain the quality and quantity of the waters of the Keowee-Toxaway River Basin; a well-managed and adequate water supply to serve the region for years to come; safe and sufficient access for users of motorized and non-motorized boats and safe and sufficient areas for fishing, hiking, sightseeing, camping, and other public recreation opportunities; opportunities to support tourism; balanced shoreline uses to accommodate diverse interests including undisturbed areas; conservation of the fish and wildlife resources as well as the habitats supporting those resources; and protection of Historic Properties, all of which result in the Parties relinquishing certain arguments and potential outcomes in exchange for the certainty of the agreed-upon terms and conditions;

NOW, THEREFORE, IN CONSIDERATION of all other actions and undertakings as set forth herein below, the Parties contract and agree as follows.

(intentionally blank)

## RESOURCE AGREEMENTS

The Parties agree that, except for the provisions in Appendix A, the provisions in this Agreement should not be incorporated into the terms of the New License that the FERC is expected to issue for the Project. The Parties have listed their proposed License Articles in each relevant section and have provided the specific language of the proposed License Articles in Appendix A.

### 1.0 Agreements on Full Consensus

1.1 The Parties acknowledge that: (i) they have participated fully in the activities of the Keowee-Toxaway Stakeholder Process and have a good understanding of the issues resolved herein; (ii) this Agreement is developed from and is consistent with the AIP signed by the Parties by July 25, 2013, except to the extent that it contains mutually agreeable adjustments as negotiated by the Parties after the AIP was signed; (iii) they are requesting that the FERC issue a license for the Project with a term of at least 40 years; (iv) they are in agreement with the entirety of this Agreement; (v) they understand the Licensee will file this Agreement with the FERC and the SCDHEC for these agencies' consideration as they process applications for the New License and the 401 WQC for the Project; and (vi) the Licensee will also request that the FERC and the SCDHEC act consistently with the terms of this Agreement in issuing their licenses, certifications, and orders for the Project.

#### 1.2 Actions of the Licensee

1.2.1 Application for New License – The Licensee shall develop and submit the Application for New License in a manner consistent with this Agreement and submit this Agreement with the Application for New License.

1.2.2 401 WQC – The Licensee shall submit its 401 WQC Request in a manner consistent with this Agreement and include this Agreement with the 401 WQC Request.

1.2.3 NOA – The Licensee shall negotiate with the USACE and the SEPA to replace the 1968 Agreement with a NOA that is not inconsistent with this Agreement.

1.2.4 Other Relicensing Filings – The Licensee shall ensure all other filings it makes as may be required for relicensing the Project are consistent with this Agreement.

#### 1.3 Actions of Parties to this Agreement other than the Licensee

The Parties to this Agreement, excepting the Licensee, shall advocate for New License conditions, a 401 WQC, a NOA with the USACE and SEPA, and all other agency findings and documents associated with relicensing of the Project or implementation of the New License consistent with this Agreement by:

1.3.1 Submitting statements, individually or collectively, within open public comment periods for the Licensee's submittals identified in Section 1.2 above requesting the relevant agencies take actions wholly consistent with this Agreement;

1.3.2 Undertaking reasonable efforts to obtain regulatory agency actions wholly consistent with this Agreement in a timely manner; and

1.3.3 Not supporting in any way entities seeking to obtain regulatory actions inconsistent with this Agreement or seeking to delay regulatory actions associated with relicensing of the Project.

## **2.0 Normal Operating Ranges for Reservoir Levels Agreements**

Reservoir Elevations Article – The Parties recommend the proposed Reservoir Elevations License Article, the full text of which is provided in Appendix A of this Agreement, be incorporated verbatim into any New License the FERC may issue for the Project.

(intentionally blank)

### **3.0 Actions to Support Water User Needs Agreements**

3.1 Low Inflow Protocol (“LIP”) License Article – The Parties recommend the proposed Low Inflow Protocol for the Keowee-Toxaway Hydroelectric Project License Article, the full text of which is provided in Appendix A of this Agreement, be incorporated verbatim into any New License the FERC may issue for the Project.

3.2 Support of Relicensing Study Findings for Evaluating Proposed Increases in Water Withdrawal Amounts – The Parties acknowledge the water quantity effects of water intakes located in the Upper Savannah River Basin have been evaluated during the relicensing process based on the available facts, assumptions, and analytical methods and reported in the Water Supply Study, Final Report and Addenda, Keowee-Toxaway Hydroelectric Relicensing Project, December 5, 2012. This evaluation considered the capacities of existing water intakes and projected increases in withdrawals through the Year 2066. The Parties shall consider the results of this study when evaluating proposals for additional water use from the Project.

3.3 Protecting and Enhancing Usable Water Storage – The Licensee shall require all lake use permit applicants for new, expanded, or rebuilt water intakes (public, industrial, or power generation) to design and construct their water intakes to operate at full capacity with the lake drawn down to the hydro station operational limit (70 feet (“ft”) local datum / 1080 ft above Mean Sea Level (“AMSL”) for Lake Jocassee and 75 ft local datum / 775 ft AMSL for Lake Keowee). If a lake use permit applicant is unable to comply with this requirement, the Licensee shall require the lake use permit applicant to justify, to the satisfaction of the Licensee, a more shallow water intake with a feasibility evaluation conducted by a licensed professional engineer with water resources expertise, but the Licensee shall not authorize a new, expanded, or rebuilt water intake (public, industrial, or power generation) that requires a lake elevation to operate at full withdrawal capacity higher than the new Critical Reservoir Elevations defined in the LIP (Appendix D).

#### **3.4 LIP**

3.4.1 The Licensee shall file the LIP provided in Appendix D of this Agreement with its Application for New License and request the FERC incorporate it verbatim into the New License.

3.4.2 Importance of Human Health and Safety and the Integrity of the Public Water Supply and Electric Systems – Nothing in the LIP will limit the Licensee’s ability to take any and all lawful actions necessary at its hydro projects to protect human health and safety, to protect its equipment from damage, to ensure the stability of the regional electric grid, to protect the equipment of the Large Water Intake owners from damage, and to ensure the stability of public water supply systems; provided that nothing in this Agreement or LIP will obligate the Licensee to take any actions to protect the equipment of Large Water Intake owners from damage or to ensure the stability of the public water supply systems. It is recognized the Licensee may take such actions to provide this protection without prior consultation or notification.

3.4.3 Effective Date for LIP – The Parties agree to fully implement their water management responsibilities as applicable under the LIP beginning on the Effective Date of this Agreement.

3.4.4 As a condition of the Licensee's written approval, the Licensee shall require all owners of new, expanded, or rebuilt water intakes who install an intake on Lake Keowee to comply with the requirements of the LIP.

3.4.5 Rainfall Data Collection – Within one year following the issuance of the New License, the Licensee shall upgrade its rainfall data collection and reporting system so rainfall amounts recorded at the Keowee and Jocassee Developments and the Bad Creek Project can be used on an updated daily basis for the purposes of the LIP.

3.4.6 Regional Drought Response – When the Project is operating in any stage of the LIP, the Parties shall encourage water intake owners located on the USACE Reservoirs (i.e., Hartwell, Russell and Thurmond) downstream of the Project and their customers to implement water conservation measures similar to the LIP.

3.4.7 Responsibilities of Parties – The Parties to this Agreement without specific responsibilities under the LIP shall support implementation of the LIP by the Licensee and other Large Water Intake owners by undertaking reasonable efforts to communicate: (1) the severity of drought and the restrictions associated with each LIP stage to their respective constituents; and (2) the efforts of the Licensee and other Large Water Intake owners to reduce water consumption.

3.4.8 Revising the LIP – The LIP revision process, including notification, consultation, and filing of any necessary New License amendments or 401 WQC modifications, is identified in the LIP. The filing of a revised LIP by the Licensee shall not constitute or require modification of this Agreement, and any Party to this Agreement may choose to be involved in the FERC's or SCDHEC's public processes for assessing the revised LIP, but may not oppose any part of a revised LIP that is consistent with the LIP included in this Agreement.

3.4.9 Lake Keowee Critical Reservoir Elevation – Provided Friends of Lake Keowee Society, Inc. ("FOLKS"), Advocates for Quality Development ("AQD"), The Reserve at Lake Keowee, and The Cliffs at Keowee Vineyards Community Association, Inc. are all Parties to this Agreement, the Licensee shall maintain Lake Keowee's Critical Reservoir Elevation no lower than 90.0 ft local datum / 790.0 ft AMSL for the term of the New License.

3.5 Negotiation of NOA – The Licensee shall negotiate with the USACE and the SEPA to develop a NOA that incorporates: (1) the applicable operating parameters to ensure the NOA is not inconsistent with this Agreement; (2) the usable water storage in all six hydro reservoirs owned by the Licensee and the United States of America in the Upper Savannah River Basin (i.e., Bad Creek, Jocassee, Keowee, Hartwell, Russell and Thurmond); and (3) an allowance in case lake levels at the USACE Reservoirs are intentionally maintained at lower levels (e.g., to support maintenance situations), so that the Licensee shall not have to provide a higher weekly flow release from the Keowee Development than would have otherwise been required. During the negotiation of the NOA, the Licensee shall also pursue any feasible opportunities to include requirements in the NOA promoting consistent drought response among water users throughout the Upper Savannah River Basin in a manner similar to the LIP.

3.6 Savannah River Water Resource Planning – Within two years following both i) the issuance of a New License that is not inconsistent with this Agreement, the end of all appeals, and the closure of all rehearing and administrative challenge periods and



ii) the signing by the Licensee, USACE, and SEPA of a NOA that is not inconsistent with this Agreement, the Licensee after consultation with the Parties shall make available \$438,000 in funding for initiatives approved by the Licensee to improve water quantity planning and management in the Savannah River Basin.

3.7 Existing Water Withdrawals and Effluent Discharges – The Parties acknowledge the Licensee will include in its Application for New License a table(s) that identifies existing conditions with regard to Large Water Intakes and effluent discharges located within the Project Boundaries.

(intentionally blank)

#### **4.0 Maintenance and Emergency Protocol (“MEP”) Agreements**

4.1 MEP License Article – The Parties recommend the proposed Maintenance and Emergency Protocol for the Keowee-Toxaway Hydroelectric Project License Article, the full text of which is provided in Appendix A of this Agreement, be incorporated verbatim into any New License the FERC may issue for the Project.

4.2 MEP – The Licensee shall file the MEP provided in Appendix E of this Agreement with its Application for New License and request the FERC incorporate it verbatim into the New License.

4.3 Importance of Human Health and Safety and the Integrity of the Public Water Supply and Electric Systems – Nothing in the MEP will limit the Licensee’s ability to take any and all lawful actions necessary at its hydro projects to protect human health and safety, to protect its equipment from damage, to ensure the stability of the regional electric grid, to protect the equipment of the Large Water Intake owners from damage, and to ensure the stability of public water supply systems; provided that nothing in this Agreement or MEP will obligate the Licensee to take any actions to protect the equipment of Large Water Intake owners from damage or to ensure the stability of public water supply systems. It is recognized the Licensee may take such actions to provide this protection without prior consultation or notification.

4.4 Revising the MEP – The MEP revision process, including notification, consultation and filing of any necessary New License amendments or 401 WQC modifications, is identified in the MEP. The filing of a revised MEP by the Licensee will not constitute or require modification of this Agreement, and any Party to this Agreement may be involved in the FERC or SCDHEC public processes for assessing the revised MEP, but may not oppose any part of a revised MEP that is consistent with the MEP included in this Agreement.

(intentionally blank)

## 5.0 Historic Properties Agreements

5.1 Historic Properties License Article – The Parties recommend the proposed Historic Properties License Article, the full text of which is provided in Appendix A of this Agreement, be incorporated verbatim into any New License the FERC may issue for the Project.

5.2 Historic Properties Management Plan (“HPMP”) – The Licensee shall include the following actions in the proposed HPMP it files with the Application for New License:

5.2.1 Archaeological Site Monitoring – The Licensee will annually monitor sites 38OC460, 38OC461, 38OC462, 38OC466, 38OC467, and 38PN175 to document their status.

5.2.2 Access Area Cemetery Management – The Licensee in consultation with the SC State Historic Preservation Office (“SCSHPO”) and any lessees will develop specific management plans for the cemeteries at Stamp Creek Access Area and South Cove County Park.

5.2.3 Lake Use Permitting – The Licensee will incorporate the lake use permitting requirements regarding Historic Properties and Cultural Resources from the existing Programmatic Agreement into the HPMP.

5.2.4 Public Outreach – The Licensee in consultation with the SCSHPO, the Eastern Band of Cherokee Indians (“EBCI”) Tribal Historic Preservation Office (“THPO”), and the SC Department of Parks, Recreation and Tourism (“SCDPRT”) will develop interpretative signage or other materials for display at the Jocassee Gorges Visitor Center located at Keowee-Toxaway State Park and selected Project Access Areas regarding the history of the Project area. Topics will include, but will not be limited to, Cherokee history and hydropower development. The Licensee will provide drafts of the signage or other materials within two years and will install signage and complete other materials within three years following the issuance of the New License, the end of all appeals, and the closure of all rehearing and administrative challenge periods.

5.2.5 Traveling History Exhibit – The Licensee in consultation with the SCSHPO, the EBCI THPO, and the SCDPRT will develop a traveling exhibit on the history of the Project area to be used at various visitor centers, exhibits, schools, etc. Topics will include, but will not be limited to, Cherokee history and hydropower development. The Licensee will provide drafts of the materials associated with the exhibit within two years and complete exhibit development within three years following the issuance of the New License, the end of all appeals, and the closure of all rehearing and administrative challenge periods.

(intentionally blank)

## 6.0 Public Recreation Agreements

6.1 Public Recreation License Articles – The Parties recommend the proposed Recreation Management Plan License Article and the Recreation Planning License Article, the full text of which are provided in Appendix A of this Agreement, be incorporated verbatim into any New License the FERC may issue for the Project.

6.2 Recreation Management Plan (“RMP”) – The Licensee shall include the following activities in the RMP submitted with the Application for New License.

6.2.1 Specific Facility Enhancements and Construction Schedules – The Licensee shall include the following facility enhancements in the RMP and schedule their construction to occur during the first ten years of the New License.

6.2.1.1 Devils Fork State Park – The Licensee shall develop a designated location for diver access; install a new courtesy dock at the main ramps usable over a larger range of reservoir elevations than the existing courtesy dock; construct a new boat and trailer parking area to serve the existing campground; and enhance the Roundhouse Point ramps to facilitate non-motorized boating.

6.2.1.2 Expansion of Double Springs Campground – The Licensee shall add into the Project Boundary approximately 25 acres (“ac”) adjoining the existing campground currently leased and operated by the SCDPRT and shall designate it as reserved for public recreation. The Licensee shall also offer to lease this additional land to the SCDPRT, construct a composting-type toilet, and construct 12 additional campsites if the SCDPRT is a Party to this Agreement and accepts the offer of additional leased land within one year following the issuance of the New License, the end of all appeals, and the closure of all rehearing and administrative challenge periods.

6.2.1.3 Keowee Town Access Area – The Licensee shall construct trails and, where feasible, add single vehicle parking; and install appropriate signage to support wildlife viewing and bank fishing.

6.2.1.4 Fall Creek Access Area – The Licensee shall construct trails and, where feasible, add single vehicle parking; and install appropriate signage to support wildlife viewing and bank fishing at the Fall Creek Island/peninsula.

6.2.1.5 Mile Creek County Park

6.2.1.5.1 The Licensee shall construct up to ten primitive campsites and up to five bank fishing stations with open air fishing shelters if Pickens County is a Party to this Agreement and the County agrees to operate and maintain the new facilities.

6.2.1.5.2 If Pickens County is a Party to this Agreement, the Licensee shall support the development of ten pre-manufactured camping cabins by conducting any required archaeological investigations; working with Pickens County to develop a mutually agreeable schedule and design specification for the cabins and obtain firm quotes from cabin and septic tank manufacturers; and paying the materials costs for the cabins and septic tanks with the Licensee’s total cost not to exceed \$350,000. The Licensee’s funding shall be available within one year following FERC

approval of the RMP. Pickens County shall be responsible for all other costs and all activities associated with the permitting, installation, operation, and maintenance of said cabins and shall ensure the camping cabins are available for public use consistent with the County's current Campsite Reservation Policies for Mile Creek County Park. The Licensee shall expedite its internal review of design plans provided by Pickens County.

6.2.1.6 Cane Creek Access Area – The Licensee shall designate shoreline areas by installing appropriate signage and, where feasible, add single vehicle parking to support bank fishing.

6.2.1.7 New Project Access Areas – The Licensee shall designate High Falls II (approximately 36.19 ac) and Mosquito Point (approximately 10.25 ac) as reserved for future public recreation needs as specified in Section 7.5.4.

6.2.1.8 Keowee-Toxaway State Park – The Licensee shall construct a canoe/kayak launch, fishing pier, and canoe portage as specified in Section 6.3.2.

6.2.1.9 Stamp Creek Access Area – The Licensee shall construct trails and, where feasible, add single vehicle parking; and install appropriate signage to support wildlife viewing and bank fishing.

#### 6.2.2 Access Area Improvement Initiative (“AAIL”) Program

6.2.2.1 Existing AAIL Lease Terms – The Licensee shall offer to extend the leases for High Falls County Park, Mile Creek County Park, Warpath Marina, Devils Fork State Park, and South Cove County Park through the term of the New License if the current lessees are Parties to this Agreement and accept the offer of lease extension within one year following the issuance of the New License, the end of all appeals, and the closure of all rehearing and administrative challenge periods. The Licensee will offer an extension of the Warpath Marina lease only if the facilities have been constructed consistent with the requirements of and schedule in the Existing License RMP.

6.2.2.2 New AAIL Leases – The Licensee shall offer new, low-cost AAIL leases as follows to support development of additional facilities to enhance public recreation at the Project if the identified organization is a Party to this Agreement and accepts the offer of lease within two years following the issuance of the New License, the end of all appeals, and the closure of all rehearing and administrative challenge periods:

- Bootleg Access Area to be leased to the SCDNR;
- Crow Creek Access Area to be leased to Pickens County;
- 15-ac lake at Keowee-Toxaway State Park to be leased to the SCDPRT including upland Project lands and the existing water-retaining structure associated with the impoundment; and
- Fall Creek Access Area, Keowee Town Access Area, Stamp Creek Access Area, and Cane Creek Access Area to be leased to Oconee County.



6.2.3 Bank Fishing at Project Access Areas – The Licensee shall ensure the shoreline of all Project Access Areas remains open for bank fishing for the term of the New License, except for those minimal shoreline areas where bank fishing is restricted for safety reasons, management problems, or to avoid conflicts with other access area users. The Licensee, in consultation with AAll lessees for those Project Access Areas subject to an AAll lease, shall designate with appropriate signage those portions of the shoreline within the Project Access Areas where bank fishing is prohibited.

6.2.4 Future RMP Revisions – The Licensee shall convene the Parties to assess the need for conducting a new Recreation Use and Needs (“RUN”) Study in conjunction with the development of the second FERC Form 80 Licensed Hydropower Development Recreation Report (“Form 80”) filing after the issuance of the New License and every second Form 80 filing thereafter. If it is determined that a new RUN Study is needed, the new study shall be conducted the following year. Based upon the findings of each RUN Study during the term of the New License, the Licensee shall revise the RMP as necessary for the Project and request FERC approval. The Licensee shall solicit input from the Parties in developing and implementing the RUN Study and in the revision of the RMP. The filing of a revised RMP by the Licensee will not constitute or require modification of this Agreement, and any Party may be involved in the FERC’s public process for assessing the revised RMP, but shall not oppose any part of a revised RMP that is consistent with the RMP filed with the Application for New License. If at any time during the term of the New License the FERC changes its schedule for or no longer requires filing Form 80, the Licensee shall convene the Parties for the purposes described in this Section 6.2.4 every twelfth year of the New License beginning from last convening of the Parties to determine the need for a RUN Study under the New License or the effective date of the New License, whichever is later. While scheduled RUN studies are the primary means of regularly updating needs and plans for public recreation facilities, nothing in this paragraph precludes the Licensee’s receiving and acting, in the Licensee’s sole discretion, upon unscheduled recommendations for new or improved public recreational facilities based on observations of the Licensee and others. The Licensee shall also not be obligated to formally respond to or act upon such recommendations.

6.2.5 Previous Recreation-related Agreement Superseded – The agreement between Duke Power Company (predecessor to the Licensee) and the South Carolina Wildlife Resources Department (predecessor to both the SCDNR and the SCDPRT), identified as Exhibit R-5 to the Existing License and dated July 29, 1965, regarding recreational access at the Project, is superseded by this Agreement.

6.2.6 Americans with Disabilities Act (“ADA”) Requirements – The Licensee shall ensure all facilities constructed at Project Access Areas comply with ADA requirements when so constructed.

6.2.7 Form 80s – The Licensee shall notify the Parties when the Form 80(s) has been filed.

### 6.3 Non-Project Public Recreational Enhancements

6.3.1 The Parties to this Agreement acknowledge the measures in this Section 6.3 shall not be included in the RMP because they will be located outside the Project Boundaries.

6.3.2 Keowee-Toxaway State Park – The Licensee shall connect the park to municipal water, pave an access road to a new primitive camping area, and construct ten primitive campsites, three camping cabins, a canoe/kayak launch, a new parking area, an event cabin, an outdoor gathering space with firepit, a fishing pier using the existing bridge abutment, a picnic pavilion, a portage around the existing water-retaining structure impounding 15-ac lake, and two bathhouses all within ten years following the issuance of the New License, the end of all appeals, and the closure of all rehearing and administrative challenge periods provided the SCDPRT is a Party to this Agreement and enters into a lease agreement for the term of the New License for the Project lands as specified in Section 6.2.2.2 above.

6.3.3 Jocassee Gorges Wildlife Management Area – If the SCDNR is a Party to this Agreement, then for one year following the issuance of the New License, the end of all appeals, and closure of all rehearing and administrative challenge periods, the Licensee shall offer to the SCDNR a low-cost lease for the term of the New License of the Licklog (46 ac) and Dismal Creek (21 ac) properties (see Appendix F, Figure F-1) for inclusion in the Jocassee Gorges Wildlife Management Area. If the SCDNR declines the offer of lease or does not enter into the lease within the one-year offer period, the Licensee may offer a similar lease to another entity to manage the property for public recreation and conservation purposes.

6.3.4 Granny Gear Access Area – The Licensee shall maintain the existing Granny Gear Access Area (see Appendix F, Figure F-1) for the term of the New License if the SCDNR is a Party to this Agreement and for so long as the SCDNR continues to maintain the Dug Mountain Access Area.

6.3.5 Jocassee Spillway Tract – The Licensee shall retain the Jocassee Spillway Tract (approximately 124 ac; see Appendix F, Figure F-1) for the term of the New License and restrict its use during the New License term to the support of power production, power transmission, and public recreation.

6.3.6 Bad Creek South Tract – The Licensee shall retain the Bad Creek South Tract (approximately 300 ac; see Appendix F, Figure F-1) until the end of the Bad Creek Project license term in 2027 and restrict its use until then to the support of power production, power transmission, and public recreation.

6.3.7 Fishers Knob Tract – If the SCDNR is a Party to this Agreement, then for one year following the issuance of the New License, the end of all appeals, and closure of all rehearing and administrative challenge periods, the Licensee shall offer a low-cost lease of approximately 45 ac on Fishers Knob (see Appendix F, Figure F-1) to the SCDNR for the term of the New License. If the SCDNR accepts the offer of lease, the SCDNR shall be responsible for all administrative activities and costs associated with the management of the property. The SCDNR acknowledges there shall be no public access via Fishers Knob road to the property and that the Licensee may remove portions of the leased land to support power production, power transmission, and public recreation. If the

SCDNR declines the offer of lease or does not enter into the lease within the one-year offer period, the Licensee is under no obligation under the terms of this Agreement to retain ownership of the tract or manage it in any particular way.

6.3.8 Jocassee East Tract – The Licensee shall retain approximately 158 ac east of the Jocassee Pumped Storage Station (see Appendix F, Figure F-1) for the term of the New License and restrict its use during the New License term to the support of power production, power transmission and public recreation.

6.3.9 Laurel Preserve Tract – If the SCDNR and Pickens County are both Parties to this Agreement, then for two years following the issuance of the New License, the end of all appeals, and closure of all rehearing and administrative challenge periods, the Licensee shall offer a low-cost lease of the Laurel Preserve Tract (approximately 504 ac; see Appendix F, Figure F-1) to the SCDNR for the term of the New License. If the SCDNR accepts the offer of lease, the SCDNR shall be responsible for all administrative activities and costs associated with the management of the property. If the SCDNR declines the offer of lease or does not enter into the lease within the two-year offer period, the Licensee may offer a similar lease to another entity to manage the property for public recreation and conservation purposes.

6.3.10 Eastatoe Creek Tract – If the SCDNR and Pickens County are both Parties to this Agreement, then for two years following the issuance of the New License, the end of all appeals, and closure of all rehearing and administrative challenge periods, the Licensee shall offer a low-cost lease of the Eastatoe Creek Tract (approximately 23 ac; see Appendix F, Figure F-1) to the SCDNR for the term of the New License. If the SCDNR accepts the offer of lease, the SCDNR shall be responsible for all administrative activities and costs associated with the management of the property. If the SCDNR declines the offer of lease or does not enter into the lease within the two-year offer period, the Licensee may offer a similar lease to another entity to manage the property for public recreation and conservation purposes.

6.3.11 Nine Times Tract – If the SCDNR, Upstate Forever, South Carolina Wildlife Federation, and Pickens County are all Parties to this Agreement, the Licensee shall provide \$1,044,000 to Naturaland Trust to be applied to the purchase price of the Nine Times Tract (approximately 1,648 ac) so long as Naturaland Trust enters into a Memorandum of Agreement (“MOA”) with the Licensee no later than December 3, 2013, to comply with the use, management, and ownership requirements of the U.S. Forest Service Community Forest and Open Space Conservation Program and the following stipulations:

6.3.11.1 The Licensee’s funding shall be used only to help purchase the Nine Times Tract consistent with the Naturaland Trust’s existing purchase option. The Licensee shall provide its funding after the MOA is signed by the Licensee and Naturaland Trust and not later than December 26, 2013.

6.3.11.2 MOA Stipulations – The Licensee shall include the following stipulations in its MOA with Naturaland Trust.

6.3.11.2.1 Management Plan – Naturaland Trust shall collaboratively develop a management plan (the U.S. Forest Service Community Forest Management Plan) for the property. The management plan shall, among other things, provide significant opportunities for public access to the vast

majority of the property and shall allow for traditional recreational uses of the property, including but not necessarily limited to significant opportunities for public hunting for the term of the New License.

6.3.11.2.2 Parties' Involvement in Management Plan Development – Naturaland Trust shall invite the Parties to this Agreement to consult and have a meaningful role in the development of the management plan for the property. The initial management plan shall be completed within 120 days after the acquisition of the Nine Times Tract. If the management plan is modified at any point during the term of the New License, Naturaland Trust shall invite the Parties to this Agreement to review and comment on the proposed changes and Naturaland Trust will endeavor in good faith to accommodate reasonable input from Parties to this Agreement.

6.3.11.2.3 Ownership of Tract – Naturaland Trust shall maintain ownership of the property for the term of the New License or ensure it is transferred to an eligible governmental entity (as defined by then-current laws and regulations) that will maintain it for the term of the New License consistent with the collaboratively developed management plan. If permitted under the U.S. Forest Service Community Forest and Open Space Conservation Program, the Nine Times Tract shall be made subject to a permanent conservation easement held by Upstate Forever.

6.3.12 Oconee County Conservation Bank – If Oconee County, Upstate Forever, and the South Carolina Wildlife Federation are all Parties to this Agreement, the Licensee shall provide \$600,000 to the Oconee County Conservation Bank within two years following the issuance of the New License, the end of all appeals, and closure of all rehearing and administrative challenge periods.

6.3.13 World of Energy Picnic and Fishing Access Area – To the extent not prohibited by the Nuclear Regulatory Commission, the Licensee shall designate a trail for angler access to the Oconee Nuclear Station (“ONS”) discharge canal, and the Licensee shall operate and maintain the existing picnic and fishing facilities near the World of Energy for public recreation support. The Parties acknowledge this access area will be limited to day-use only, and it may be closed at the Licensee’s sole discretion without notice for security- and safety-related issues at ONS. The Parties also acknowledge this access area may be closed permanently at the Licensee’s sole discretion at the end of the New License term, during the term of the New License, or if either the World of Energy or ONS are permanently closed.

6.3.14 Exclusive Right to Purchase

6.3.14.1 Pickens County Tracts – If the SCDNR, SCDPRT, Upstate Forever, South Carolina Wildlife Federation, and Pickens County are all Parties to this Agreement, the Licensee shall grant to the SCDNR an Exclusive Right to Purchase the Jocassee East, Eastatoe Creek, and Laurel Preserve tracts at a price agreeable to both the Licensee and the SCDNR to be negotiated between the Licensee and the SCDNR prior to purchase. The Exclusive Right to Purchase shall be granted by the Licensee within three months following the issuance of the New License, the end of all appeals, and the closure of all rehearing and administrative challenge periods. The Licensee shall ensure any Exclusive Right to Purchase it enters into in

accordance with this paragraph is provided to the Pickens County Register of Deeds Office for recordation within 90 days following signing of such Exclusive Right to Purchase by the Licensee and the SCDNR. The Exclusive Right to Purchase shall extend for the term of the New License. During the term of the New License, the Licensee may not offer to sell these identified tracts to anyone other than the SCDNR, its successor, or an assign that is mutually agreeable to the Licensee and the SCDNR.

6.3.14.2 Oconee County Tracts – If the SCDNR, SCDPRT, Upstate Forever, South Carolina Wildlife Federation, and Oconee County are all Parties to this Agreement, the Licensee shall grant to the SCDNR an Exclusive Right to Purchase the Bad Creek South, Jocassee Spillway, Licklog, and Dismal Creek tracts at a price agreeable to both the Licensee and the SCDNR to be negotiated between the Licensee and the SCDNR prior to purchase. The Exclusive Right to Purchase shall be granted by the Licensee within three months following the issuance of the New License, the end of all appeals, and the closure of all rehearing and administrative challenge periods. The Licensee shall ensure any Exclusive Right to Purchase it enters into in accordance with this paragraph is provided to the Oconee County Register of Deeds Office for recordation within 90 days following signing of such Exclusive Right to Purchase by the Licensee and the SCDNR. The Exclusive Right to Purchase shall extend until July 31, 2027, for the Bad Creek South Tract, and for the term of the New License for the remaining tracts referenced in this Section 6.3.14.2. During the term of the New License, the Licensee may not offer to sell these identified tracts to anyone other than the SCDNR, its successor, or an assign that is mutually agreeable to the Licensee and the SCDNR.

6.3.14.3 Purchase of any tract identified in this Section 6.3.14 by the SCDNR releases the Licensee from its obligation to retain, lease, or restrict use of the specific purchased tract only and does not affect the Licensee's obligation to retain, lease, or restrict use of any other lands identified in Section 6.3.

6.3.14.4 The Exclusive Right to Purchase the properties identified in this Section 6.3.14 will specify that the Licensee may elect to retain portions of said tracts adjoining FERC project boundaries or located within transmission line rights-of-way similar to previous property sales to South Carolina.

6.3.15 Sassafras Mountain Observation Tower – If the SCDNR, Upstate Forever, Greenville Water (“GW”), and Pickens County are all Parties to this Agreement, the Licensee shall provide \$350,000 to the SCDNR to support construction of an observation tower, restroom facilities, and interpretive signage at Sassafras Mountain within two years following the Effective Date of this Agreement. The SCDNR shall invite the Parties to this Agreement to consult and have a meaningful role in the development of the management plan for the property and the development of interpretive signage. If the management plan is modified at any point during the term of the New License, the SCDNR shall invite the Parties to this Agreement to review and comment on the proposed modifications. To the extent practical, the SCDNR will endeavor to accommodate reasonable input from the Parties to this Agreement.

#### 6.4 Recreation User Education and Outreach

6.4.1 The Licensee shall support the following recreation user education and outreach efforts for term of the New License.

6.4.1.1 The Licensee shall sponsor an annual community safe boating educational effort in the Project area in partnership with the SCDNR and other interested organizations.

6.4.1.2 If Oconee County is a Party to this Agreement, the Licensee shall provide \$10,000 per year to Oconee County to support school programs on environmental stewardship and litter prevention.

6.4.1.3 If Pickens County is a Party to this Agreement, the Licensee shall provide \$10,000 per year to Pickens County to support school programs on environmental stewardship and litter prevention.

6.4.1.4 If FOLKS is a Party to this Agreement, the Licensee shall support semiannual litter collection efforts at the Project in partnership with FOLKS by providing bags and disposing of collected trash deposited at Licensee-designated Project Access Areas. The Licensee shall invite other interested organizations, including the Friends of Jocassee, to participate in these litter collection efforts.

6.4.2 After the first ten years of the New License, the Licensee and the other Parties participating in the initiatives identified in Section 6.4.1 may jointly elect to modify or discontinue their cooperative education and outreach efforts identified in Section 6.4.1, and such modification or discontinuance will not constitute or require a modification of this Agreement.

6.5 Islands – The Licensee shall retain ownership of the islands within the Project for the term of the New License.

#### 6.6 Commercial Recreation Area Amenities at Project Access Areas on Lake Keowee

6.6.1 Allowable Public Recreation Amenities at All Project Access Areas at Lake Keowee – The Parties shall not oppose the use by the Licensee or its lessees of all Licensee-owned Project Access Areas at Lake Keowee for the following public recreation support amenities: courtesy docks; facilities where boats can be launched, retrieved, and moored; picnic sites and shelters; hiking, nature, and bank fishing trails; fishing piers; restrooms, vault toilets, or bathhouses; parking and lighting; wildlife viewing platforms; swimming areas and associated changing facilities; fire, rescue, and law enforcement facilities; and playgrounds and playground equipment.

6.6.2 Restriction on Commercial Recreation Area Amenities at Project Access Areas on Lake Keowee – The Licensee shall neither use nor allow lessees to use Crow Creek, Cane Creek, and Stamp Creek Project Access Areas for any of the following Commercial Recreation Area amenities: multi-slip marinas; convenience retailing; food services; pump-out facilities; gas-dispensing and sales; dry stack and boat yard storage facilities; or lodging.

6.6.3 Allowable Commercial Recreation Area Amenities at Specified Project Access Areas on Lake Keowee – The Parties shall not oppose the use of Keowee Town, Fall Creek, High Falls County Park, High Falls II, Mile Creek County Park, Mosquito Point, and South Cove County Park Project Access Areas

for the following commercial recreation amenities: multi-slip marinas; convenience retailing; food services; pump-out facilities; gas dispensing and sales; dry stack and boat yard storage facilities; lodging except hotels and motels; and the amenities identified in Section 6.6.1. The Parties to this Agreement reserve the right to comment on the details of future commercial lake use permit applications through various public comment opportunities.

6.7 Construction, Approvals and Permits – The Parties acknowledge that construction of the public recreation facilities described in this Section 6.0 and in the proposed RMP License Article is contingent upon the ability of the Licensee and/or other recreation facility providers to obtain any necessary federal, tribal, state, or local government approvals or permits required. If any of the facilities are not constructed because of the inability to obtain such permits or approvals, then the Licensee and/or other recreation facility providers shall endeavor in good faith to construct comparable facilities as a replacement within a reasonable time schedule. The Licensee and/or other recreation facility providers shall endeavor in good faith to find a suitable location and obtain the necessary approvals and permits for such replacement facilities that are acceptable to and approved by the FERC, if FERC approval is required.

6.8 Construction Feasibility – The Parties acknowledge that construction of the public recreation facilities described in this Section 6.0 is contingent upon the ability of the Licensee and/or other recreation facility providers to design and construct the facilities consistent with accepted recreation facility standards, user safety, and public infrastructure security requirements. If any of the facilities are not constructed because of feasibility problems, then the Licensee and/or other recreation facility providers shall endeavor in good faith to provide appropriate replacement alternatives for which they can obtain the necessary permits and approvals, including FERC approval, if FERC approval is required to be constructed within a reasonable time schedule.

(intentionally blank)



## 7.0 Shoreline Management Agreements

7.1 Shoreline Management License Articles – The Parties recommend that the proposed Shoreline Management Plan License Article and the Shoreline Management Plan Review and Update Procedures License Article, the full text of which are provided in Appendix A of this Agreement, be incorporated verbatim into any New License the FERC may issue for the Project.

7.2 Combined Project Shoreline Management Plan (“SMP”) – The Parties understand the Licensee will combine the Lake Keowee SMP approved by the FERC in 2007 and Lake Jocassee SMP approved by the FERC in 2013 into a single Project SMP it will submit with the Application for New License. The Parties understand it will be necessary for the Licensee to make a large number of formatting and other changes to combine the components of the Lake Jocassee and Lake Keowee SMPs into the Project SMP.

7.3 Shoreline Management Plan Effective Date – The SMP, including the revised Shoreline Classification Maps and associated Lake Use Restrictions and the revised Shoreline Management Guidelines (“SMG”), submitted with the Licensee’s Application for New License shall be effective on September 1, 2014.

7.4 Shoreline Classification Maps – The Licensee shall include the Shoreline Classification Maps made available to the Parties as drafts on September 13, 2013, with any corrections resulting from a quality assurance review conducted prior to filing the Application for New License.

7.5 SMG Revisions – The Licensee shall include the following changes in the revised SMG it will file with the Application for New License.

7.5.1 Unencapsulated Foam – Existing residential dock owners must remove and properly dispose of unencapsulated foam from their docks by September 1, 2018. No lake use permit application or Habitat Enhancement Program (“HEP”) fees will be charged for lake use permit applications that are only removing unencapsulated foam and replacing it with approved floatation.

7.5.2 Modification of Existing Docks to Reach Deeper Water – Property owners with a previously constructed or permitted dock may wish to modify their boat dock to reach deeper water and improve the dock’s usability during future extended droughts. Such modifications for the purpose of reaching deeper water must follow the then-current SMP, including but not limited to getting written approval from the Licensee before making such modifications. However, to facilitate boat dock modifications to reach deeper water, the Licensee will implement the following accommodations for the fixed period of time and applicability stated below.

7.5.2.1 Exception for Larger Dock Surface Area – The normal maximum size limit of 1,000 square ft for a boat dock approved under the Private Facilities Program is increased to 1,200 square ft if the larger size is needed to reach deeper water. The SMG restrict boat docks adjacent to certain properties to less than 1,000 square ft based on certain criteria. Boat docks with a maximum size limit of less than 1,000 square ft will be allowed a size limit that is 200 square ft larger if the larger size is needed to reach deeper water.

7.5.2.2 Exception for Longer Build-out Period – To better handle the expected construction volume, the normal build-out period as stated in the applicable SMG program is increased by one year for boat dock modifications needed to reach deeper water.

7.5.2.3 Waiver of Certain Fees – For the fixed period identified in Section 7.5.2.4, the Licensee will not charge a lake use permit application fee or a HEP fee for permitting dock modifications needed to reach deeper water.

7.5.2.4 Window of Opportunity for Surface Area and Build-out Period Exceptions and Waiver of Certain Fees – The Licensee will accept lake use permit applications from property owners eligible for the surface area and build-out period exceptions and fee waivers stated herein following the completion of all of the events stated below, but no sooner than December 1, 2014.

7.5.2.4.1 This Agreement has been signed by the Licensee, FOLKS and AQD;

7.5.2.4.2 Any additional required regulatory actions are taken (e.g., issuance of a revised Permit for Construction in Navigable Waters by the SCDHEC, and General Permit to perform work in or affecting waters of the United States by the USACE for the Keowee-Toxaway Hydroelectric Project); and

7.5.2.4.3 A NOA that is not inconsistent with this Agreement has been signed by the Licensee, the USACE, and the SEPA.

The Licensee will provide broad public notification at least 30 days prior to the opening of this window of opportunity. Once the window of opportunity opens, then for a period of 365 days the Licensee will accept eligible lake use permit applications for the surface area and build-out period exceptions and fee waivers.

7.5.2.5 Applicability – Docks managed under any of the Licensee's Lake Use Permitting Programs are eligible for the accommodations listed herein, provided the pre-existence or pre-approval criteria are met and the proposed modifications are for the purpose of reaching deeper water. Modifications can include complete replacement of the dock, relocation of the dock along the approved shoreline, reconfiguration, simple extensions of gangways, or combinations of these. Only property owners having one of the following by the Effective Date of this Agreement are eligible for the surface area and build-out period exceptions and fee waivers stated above: (1) an existing Licensee-approved boat dock or (2) a Licensee-approved lake use permit for a not-yet-constructed boat dock issued less than 12 months prior to the Effective Date of this Agreement.

7.5.2.6 Modification of Docks to Reach Deeper Water Prior to or after the Window of Opportunity – Property owners who wish to modify their docks to reach deeper water either before or after the window of opportunity stated above may do so with the proper approvals including written approval from the Licensee. In such situations, the applicant is not eligible for the surface area and build-out period exceptions or fee waivers listed in this Section 7.5.2.

7.5.3 Follow the Water – Dock owners, including owners of commercial and residential marinas and public recreation facilities, may “follow the water” in an effort to maintain usability of their boat or dock during LIP Stages 2, 3, or 4. The procedure and requirements that apply to following the water are included in Appendix G.

7.5.3.1 After experience is gained with this following-the-water process, the Licensee reserves the right to modify the procedures to follow the water in the future to protect human health and safety, to meet the tenets of the SMP, to meet the requirements in the USACE and SCDHEC General Permits, or if directed by the FERC. The Licensee shall consult with the Parties to this Agreement prior to making any such modifications and will file the modifications with the FERC and other regulatory agencies as required. Any such modification shall not require revision of this Agreement, and any Party to this Agreement may participate in the regulatory agencies’ review processes but shall not oppose any part of the revised following-the-water process that is consistent with the following-the-water process in this Agreement.

7.5.4 Commercial Marina Classification at Lake Keowee – The Licensee shall modify the Commercial Marina shoreline classification on Lake Keowee as follows.

7.5.4.1 The Parties acknowledge the Licensee has converted shoreline classified as Future Commercial Marina to Future Residential Marina on the draft SMP maps made available to the Parties on September 13, 2013, and this conversion to Future Residential Marina was applied to areas upstream of the Restriction Areas lines in Appendix F, Figures F-2 and F-3.

7.5.4.2 The Licensee shall eliminate the “Proximity to Existing Facilities” guideline (SMG: Section 1, B-2).

7.5.4.3 The Licensee shall classify the shoreline and the land area of the Licensee-owned property labeled High Falls II (approximately 36.19 ac) on Appendix F, Figure F-3 as “Future Public Recreation” and incorporate the land area into the Project Boundary in the Application for New License.

7.5.4.4 The Licensee shall classify the land area of the Licensee-owned property labeled Mosquito Point (approximately 10.25 ac) on Appendix F, Figure F-3 as “Future Public Recreation” and incorporate the land area into the Project Boundary in the Application for New License.

7.5.4.5 Available for Future Commercial Marinas – The Parties agree all Lake Keowee shoreline classified as Available for Future Commercial Marinas on Appendix F, Figures F-2 and F-3 shall remain classified as such until such time as the shoreline is developed. No Party will oppose the use of locations classified as Available for Future Commercial Marinas on Appendix F, Figures F-2 and F-3 for the following recreational amenities: multi-slip marinas; convenience retailing; food services; pump-out facilities; gas dispensing and sales; dry stack storage; boat yard storage; lodging except hotels and motels; courtesy docks; facilities where boats can be launched, retrieved, and moored; picnic sites and shelters; hiking, nature, and bank fishing trails; fishing piers; restrooms, vault toilets, or bathhouses; parking and lighting; wildlife viewing platforms; swimming areas and associated

changing facilities; fire, rescue, and law enforcement facilities; and playgrounds and playground equipment. The Parties reserve the right to comment on the details of future commercial lake use permit applications through various public comment opportunities.

7.5.5 Commercial Marina Classification at Lake Jocassee – The Licensee shall not designate any shoreline as available for Future Commercial Marinas or Future Residential Marinas at Lake Jocassee.

7.5.6 Permitting of Water Intakes

7.5.6.1 Water Intakes on Lake Jocassee – The Licensee shall not authorize new water intakes for public or industrial water supplies on Lake Jocassee.

7.5.6.2 Permanent Large Water Intakes – Criterion 7 from the Conveyance Program in the SMG shall be changed to comply with the requirements of Section 3.3 of this Agreement to protect and enhance usable water storage.

7.5.7 Lake Use Policy Statements – The Licensee shall no longer apply the Lake Use Policy Statements at the Project and shall remove references to them from the SMG.

7.5.8 Archaeological and Historic Resources – The procedures for protecting known and unknown archaeological and historic resources outlined in the SMG shall be modified to reflect the requirements set forth in Section 5.2.3.

7.6 Future SMP Updates

7.6.1 The Parties to this Agreement agree the SMP shall be reviewed and updated no more frequently than every tenth year of the New License term and then only if necessary.

7.6.2 SMP Changes – All Parties agree that changes made to the SMP, which includes the SMG, pursuant to the proposed Shoreline Management Plan License Article or the proposed Shoreline Management Plan Review and Update Procedures License Article shall not constitute or require modification of this Agreement. The Licensee shall invite the Parties to participate in revisions of the SMP for the term of the New License, and any Party may be involved in the FERC's public process for assessing the revised SMP but shall not oppose any part of the revised SMP that is consistent with this Agreement.

7.7 Shoreline Erosion – The Licensee shall install enhanced rip-rap to stabilize approximately 12,500 ft of actively eroding shoreline (generally denoted by scarps of three ft or higher) on Lake Keowee Islands currently identified as 1C, 1E, 3B', 3C, 3C'', 5, 6, 8, and 16; on the east side of the Fall Creek Peninsula; and on portions of High Falls II and Mosquito Point (see Appendix F, Figures F-2 and F-3) within three years following the issuance of the New License, the end of all appeals, and the closure of all rehearing and administrative challenge periods.

## **8.0 Species Protection Agreements**

### **8.1 Federal Threatened and Endangered Species**

8.1.1 The Licensee will implement species protection plans for all federally listed Threatened and Endangered species affected by the Project.

8.1.2 The Parties acknowledge the Existing License does not contain any specific requirements for the protection of federally listed Threatened and Endangered species and, as of the Effective Date of this Agreement, no Federal Threatened and Endangered Species Protection Plans have been filed in association with the Project because no such species has been found occurring within the Project Boundaries, nor shown to be affected by the Project. All Parties agree that any future filing by the Licensee of new or revised Species Protection Plans that may be required shall not constitute or require modification of this Agreement.

8.2 Shoreline Woody Debris at Lake Jocassee – The Parties agree shoreline woody debris at Lake Jocassee enhances shoreline habitat and should not be routinely removed as required under the Existing License.

### **8.3 Habitat Enhancement Program (“HEP”)**

8.3.1 If the SCDNR, FOLKS and AQD are all Parties to this Agreement, the Licensee shall establish a HEP as described in Appendix H to create, enhance, and protect aquatic and wildlife habitat within the Project Boundaries, including the Project Reservoirs and islands, plus any part of the watershed draining into Project Reservoirs. The HEP will exist for the term of the New License.

8.3.2 HEP Fee – The HEP will be funded by a fee charged to those requesting lake use permits from the Licensee. The Licensee shall begin collecting the HEP fee upon the SMP Effective Date (September 1, 2014).

8.3.3 Licensee Contributions – Also beginning on the SMP Effective Date, the Licensee shall match HEP fee payments from lake use permit applicants for the first three years up to an annual cap of \$100,000. The Licensee shall provide \$1,000,000, less the total amounts provided in the matching payments, as the remainder of the start-up funding for the HEP. The Licensee shall provide the remainder of its contribution within two years following issuance of a New License, the end of all appeals, and the closure of all rehearing and administrative challenge periods.

8.3.4 Revising the HEP – The Parties acknowledge that the HEP fees and fee structure may be amended over time. Any fee changes will be determined after considering the recommendations from the Proposal Review Committee (“PRC”). It is the Licensee’s expectation that it will approve all PRC-recommended HEP fees, and the Licensee will consult with the PRC before rejecting PRC recommended HEP fee changes. Such changes will not constitute or require a modification of this Agreement. If the FERC requires the Licensee to file HEP fee changes with the FERC for approval, any Party to this Agreement may be involved in the FERC’s public process for assessing the revised HEP fees but shall not oppose any part of the revised HEP fees that is consistent with this Agreement.

## 8.4 Botanical Species

8.4.1 The Licensee shall protect Special Status Species and botanical Priority Species at known sites within the Project Boundaries by:

8.4.1.1 Classifying shoreline with these species as Environmental or Natural;

8.4.1.2 Ensuring recreation facility development at Project Access Areas avoids these species; and

8.4.1.3 Providing appropriate signage for these species located within the Project Boundaries in proximity to Project structures (powerhouses, dams, and dikes).

## 8.5 Fish Species

8.5.1 SCDNR Tributary Stream Restoration – If the SCDNR is a Party to this Agreement, the Licensee shall provide a one-time contribution of \$100,000 to the SCDNR within two years following the issuance of the New License, the end of all appeals, and the closure of all rehearing and administrative challenge periods. The funds shall be used by the SCDNR as matching funds for obtaining grants associated with Project headwater streams.

8.5.2 Trout Habitat – If the SCDNR is a Party to this Agreement, the Licensee shall annually monitor (beginning in 2016 for the term of the New License) the depth of winter mixing in Lake Jocassee (February or March at Licensee Monitoring Station 558.0) and model the projected thickness of pelagic trout habitat (defined as a band of water  $\leq 20$  °C (68 °F) and containing  $\geq 5$  mg/L dissolved oxygen (“DO”)) expected to be present the following September. The Licensee shall provide this projected thickness of trout habitat to the SCDNR in May and verify the accuracy of this projection with a September measurement. If trout habitat is projected to be less than 10 meters (32.8 ft) thick by September, the Licensee shall measure temperature and DO in June and August to monitor habitat thickness. The Licensee shall then consult with the SCDNR regarding the modification of hydro operations to the extent practical so trout habitat thickness is not reduced to less than 5 meters (16.4 ft).

### 8.5.3 Fish Entrainment

8.5.3.1 If the SCDNR is a Party to this Agreement, the Licensee shall take the following actions to reduce fish entrainment at Jocassee Pumped Storage Station:

8.5.3.1.1 Intake Lighting Modifications – Redesign and modify lighting for the FERC-required public safety devices on the intake towers to eliminate or reduce the amount of light shining on the lake surface. Such modifications may include replacing white lights with red lights and illuminating signage from below rather than above the safety devices.

8.5.3.1.2 Tailwater Lighting Modifications – Redesign and modify lighting illuminating the tailwater area to eliminate or reduce the amount of light shining on the lake surface immediately downstream of the hydro units.

8.5.3.1.3 Hydro Unit Starting Sequence Modifications – When operating the hydro units in pumping mode, use a start-up sequence of Unit 3, Unit 4, Unit 1, and Unit 2, to the extent practicable.

8.5.3.2 The following conditions and schedule apply to the fish entrainment reduction actions identified in Section 8.5.3.1 above:

8.5.3.2.1 The Licensee shall consult with the SCDNR and the US Fish and Wildlife Service (“USFWS”) on its plan for lighting modifications prior to implementation.

8.5.3.2.2 The design of the lighting modifications shall conform with FERC public safety requirements and shall provide for the continued safety of hydro station personnel and the continued security of hydro station personnel and facilities.

8.5.3.2.3 The Licensee shall implement the pumping start-up sequence within 60 days following the issuance of the New License, the end of all appeals, and the closure of all rehearing and administrative challenge periods.

8.5.3.2.4 The Licensee shall implement the lighting modifications within one year following the issuance of the New License, the end of all appeals, and the closure of all rehearing and administrative challenge periods. The Licensee shall incorporate the lighting modifications to the extent necessary into its FERC Public Safety Plan and file the plan with the FERC’s Atlanta Regional Office.

8.5.3.2.5 The Parties to this Agreement agree the operational test performed by the Licensee in July 2013 at the Jocassee Pumped Storage Station is adequate for testing the efficacy of the fish entrainment reduction actions identified in Section 8.5.3.1.

8.5.4 Reservoir Level Stability for Black Bass Spawning – If the SCDNR is a Party to this Agreement, the Licensee shall endeavor to maintain to the extent practical relatively stable water levels in Lake Keowee and Lake Jocassee during the April 1 to May 15 (stabilization) period beginning in 2016 for the term of the New License. To do this, the Licensee shall maintain reservoir levels consistent with the general reservoir elevation trends observed during the stabilization periods in 1996-1999, 2003-2007, and 2010. The Parties agree this informal stabilization program should not be included as an article in the New License. The Licensee shall not be obligated to implement this stabilization during an MEP event or during any stage of the LIP. If water levels drop greater than the reservoir level trends observed during the years listed above, the Licensee shall consult with the SCDNR on options for reservoir stability, to the extent practical, for the remainder of the then-current stabilization period.

(intentionally blank)



## 9.0 Water Quality Agreements

9.1 Water Quality License Article – The Parties recommend the proposed Water Quality Monitoring License Article, the full text of which is provided in Appendix A of this Agreement, be incorporated verbatim into any New License the FERC may issue for the Project.

9.2 Request for 401 WQC – The Licensee shall request that the SCDHEC issue a 401 WQC as required by the Clean Water Act. The Licensee’s request for a 401 WQC shall be consistent with this Agreement and propose the monitoring of DO levels as described in Section 9.3.

9.3 Project Tailwater DO Monitoring – During the first complete month of August occurring at least 60 days following the issuance of the New License, the end of all appeals, and the closure of all rehearing and administrative challenge periods, and during each subsequent August for the term of the New License, the Licensee shall continuously monitor DO concentrations in both the Keowee Hydro Station and Jocassee Pumped Storage Station tailwaters. The Licensee shall submit the results obtained from this annual monitoring to the SCDHEC each year by November 30.

9.4 Source Water Protection Program – If FOLKS, GW, and City of Seneca (“Seneca”) are Parties to this Agreement, the Licensee shall provide, within two years following the issuance of the New License, the end of all appeals, and the closure of all rehearing and administrative challenge periods, \$1,000,000 to a local, to-be-established Clean Water Group (“CWG”) to fund a Source Water Protection Program (“SWPP”), as described in Appendix I. Funding by the Licensee is contingent upon the establishment of this yet-to-be-formed CWG as a 501(c)(3) federally tax-exempt corporation prior to the receipt of funds. FOLKS shall take the lead in establishing the CWG and drafting its charter. FOLKS shall invite the Licensee to consult and have a meaningful role in the development of the charter. FOLKS will endeavor in good faith to accommodate reasonable input from the Licensee.

9.5 Water Quality Model and Data Provided to FOLKS – If FOLKS is a Party to this Agreement, the Licensee shall provide within 60 days following the Effective Date of this Agreement the existing calibrated CE-QUAL-W2 reservoir water quality model developed for Lake Keowee during the relicensing process. Data sets required to run the 2011 WQ4 calibrated model, including reservoir and stream water quality, lake bathymetry, meteorology, hydrology, and operational data will be included in the data package provided to FOLKS. The data provided to FOLKS shall be in compliance with terms of applicable data release policies of the Licensee effective at that time.

(intentionally blank)

## **10.0 Other Agreements**

10.1 Requirement to be a Party to Receive Funding and Property Rights – The Parties agree that, unless the entity receiving the funding or property rights did not have the opportunity to sign this Agreement, all provisions of funding or granting to a specified entity of any rights associated with real property are contingent upon said recipient of funding or real property rights having signed this Agreement. In the event the intended recipient of Licensee funds or grants of real property rights was eligible to be a signatory Party to this Agreement but chose not to, the Parties acknowledge the Licensee is under no obligation to provide the funding, grants, or any provision of such benefits to any entity.

10.2 Reporting Requirements for Funding Recipients – Any entity that receives Licensee funding under this Agreement will be required to provide documentation to the Licensee within two years of receipt of such funding, including any installment funding that occurs over multiple years, specifying how the funding was used and how the funding recipient met any of the designated restrictions for the use of such funding. The funding recipient will also provide the Licensee copies of final research reports, project summaries, or other summaries of work.

(intentionally blank)

## **GENERAL AGREEMENTS AND PROCEDURES**

### **11.0 Effective Date and Term of Agreement**

11.1 This Agreement shall become effective for all Parties on December 1, 2013 ("Effective Date of this Agreement"). This Agreement shall remain in effect for the term of the New License and for any annual licenses issued subsequent thereto, unless terminated pursuant to Section 22.0.

11.2 If a rehearing of the FERC order issuing the New License is sought by any person or entity, including any Party, any Party may request a stay of the effective date of the order and/or any other dates or articles specified in the order until the resolution of the rehearing request and the expiration of the statutory periods for appeals. Any Party may oppose such request for stay.

11.3 The Parties agree to support a New License term that is at least 40 years.

### **12.0 Offer of Settlement**

The Licensee shall, by December 6, 2013, provide to all Parties a draft "Explanatory Statement," which is required by FERC rules. Parties may provide comments to the Licensee within 45 days of receipt of the draft Explanatory Statement and the Licensee shall address such comments when filing this Agreement and the Explanatory Statement with the FERC.

### **13.0 Adoption by the FERC Without Material Modification**

13.1 The Parties have entered into this Agreement with the express desire and expectation that the FERC will approve this Agreement as an Offer of Settlement and issue a New License for the Project that incorporates, without material modification, the proposed License Articles in Appendix A.

13.2 Except as provided herein, the Parties agree that, if the FERC incorporates the proposed License Articles into the New License without material modification, no Party will seek rehearing of the FERC order granting the New License for any issues covered by this Agreement or support in any way any such request for rehearing by any person or entity.

13.3 The Parties have entered into this Agreement with the express understanding that each term in this Agreement, including the proposed License Articles in Appendix A, is in consideration of each other term.

### **14.0 Statutory Responsibilities of Federal, Tribal, State and Local Governmental Bodies**

14.1 Except as provided in this Section and elsewhere in this Agreement, by becoming Parties to this Agreement, all Parties that are governmental bodies, including Tribes, believe this Agreement is consistent with their statutory responsibilities.

14.2 Notwithstanding Section 14.1, nothing in this Agreement is intended or shall be construed to restrict any Party that is a governmental body or Tribe with responsibilities, duties, or obligations imposed by law from fulfilling its responsibilities, duties, and

obligations under any applicable local, state, or federal law or regulation. Nothing in this Agreement is intended or shall be construed to restrict these governmental bodies and Tribes from fully and objectively considering any and all public comments received in any regulatory process related to the Project, from conducting an independent review of the Project under applicable statutes, or from providing comments to the FERC that are necessary to meet their responsibilities, duties, and obligations provided by law. All commitments and obligations of these governmental bodies and Tribes in, under, and pursuant to this Agreement shall be construed and interpreted as including, and meaning "to the extent allowed by local, state, and federal law and regulation, and consistent with local, state, and federal law and regulation."

14.3 Notwithstanding Section 14.1, nothing in this Agreement is intended or shall be construed to affect or limit in any way the authority of the SCDHEC pursuant to 33 U.S.C. § 1341, and related state statutes and rules, to issue a 401 WQC, or to alter its 401 WQC, with whatever conditions the SCDHEC determines should be included. Nothing in this Agreement shall limit the right of the SCDHEC from enforcing its 401 WQC and from taking any steps within its discretion to protect and defend its authority, such as seeking rehearing of any FERC action regarding issues related to the exercise of SCDHEC's authority with regard to its 401 WQC.

14.4 Nothing in this Agreement is intended or shall be construed to prevent any governmental body engaged in a public process from addressing issues included in this Agreement when raised before such governmental body in a public proceeding; provided, however, that addressing such issues in a public proceeding shall not relieve any Party that is a governmental body from its obligations to act consistently with this Agreement.

14.5 Nothing in this Agreement is intended to restrict, limit, interfere with, impede, or impair the rights, responsibilities, duties, or obligations of any governmental body in implementation of and in furtherance of its rights, responsibilities, duties, or obligations.

## **15.0 Parties' Rights, Obligations and Restrictions During the Period when the FERC is Developing the New License and/or the SCDHEC is Developing the Water Quality Certification**

15.1 Parties' Rights, Obligations, and Restrictions Related to the FERC's Licensing Process for Developing the New License

15.1.1 The Parties reserve the right to be actively involved in the FERC licensing, including by intervention, in a manner consistent with this Agreement.

15.1.2 During the period of this relicensing prior to the FERC's issuance of the New License and the closure of all rehearing and administrative challenge periods, and except as allowed by Section 14.0, no Party may request or advocate by any means, including but not limited to intervention, filing comments with the FERC or any other agency, participating in public hearings or meetings, communicating with the media or in any public forum, encouraging, coaching or funding non-Parties to this Agreement, concurring with comments filed with the FERC or any agency, and communicating with or lobbying state or federal officials, for any New License requirements that would, if adopted by the FERC, be an Inconsistent Act.

15.1.3 Except as allowed by Section 14.0, during the period of this relicensing prior to the FERC's issuance of the New License and the closure of all rehearing

- and administrative challenge periods, no Party may request or advocate by any means, including but not limited to intervention, filing comments with the FERC or any other agency, participating in public hearings or meetings, communicating with the media or in any public forum, encouraging, coaching or funding non-Parties to this Agreement, concurring with comments filed with the FERC or any agency, and communicating with or lobbying state or federal officials, for New License reopeners of any kind beyond those that are included in the FERC's standard L-Form applicable to this Project.
- 15.2 Parties' Rights, Obligations and Restrictions during SCDHEC's Process for Developing the 401 WQC
- 15.2.1 The Parties reserve the right to be actively involved in any 401 WQC process in a manner consistent with this Agreement.
- 15.2.2 During the period of this relicensing prior to the FERC's issuance of the New License and the closure of all rehearing and administrative challenge periods, and except as allowed by Section 14.0, no Party may request or advocate by any means, including but not limited to intervention, filing comments with the FERC or any other agency, participating in public hearings or meetings, communicating with the media or in any public forum, encouraging, coaching or funding non-Parties to this Agreement, concurring with comments filed with the FERC or any agency, and communicating with or lobbying state or federal officials for, (i) any 401 WQC requirements or conditions that would result in an Inconsistent Act or (ii) 401 WQC reopeners of any kind other than a reopener for failure to comply with requirements of any 401 WQC.
- 16.0 Agreements on Action Steps when a Jurisdictional Body Imposes a Requirement that is an Inconsistent Act**
- 16.1 If any Party believes the actions of a Jurisdictional Body, through the imposition of a requirement or the failure to impose any requirement on the Licensee, have resulted in an Inconsistent Act, the Party shall notify the other Parties pursuant to Section 23.0.
- 16.2 If notice is given pursuant to Section 16.1 the Licensee shall convene a meeting of all Parties to determine by consensus a course of action to: (i) work with the FERC and any appropriate Jurisdictional Body to pursue an alternative to the Inconsistent Act that is acceptable to all Parties and to the FERC and the Jurisdictional Body(ies); (ii) acceptably rebalance and modify this Agreement; or (iii) take such other actions as the Parties may agree upon to address the Inconsistent Act. If requested by any Party, mediation as described in Section 25.2 may be used to help reach consensus. The Parties shall use their best efforts to cooperatively implement this Section 16.2 to address the Inconsistent Act in a manner agreeable to all the Parties.
- 16.3 If the Parties modify this Agreement, pursuant to Section 19.0, to address the Inconsistent Act, the Licensee shall promptly file the Modified Agreement with the FERC, and any Party may take actions, such as submitting comments, consistent with the Modified Agreement. However, if all Parties do not agree to modify this Agreement to address the Inconsistent Act, then no Party may support the Inconsistent Act, and the Parties shall not modify this Agreement.

16.4 Any Party may pursue any available legal remedies (i.e., administrative or judicial review) to alter a proposed or final Inconsistent Act to conform to this Agreement whether or not that Party is simultaneously following the procedures in this Section 16.0. No Party shall oppose such legal remedies that seek only to conform the Inconsistent Act to this Agreement.

#### **17.0 Review of Inconsistent Act Imposed by Jurisdictional Body that Substantially Negatively Affects a Party**

17.1 A Party may initiate or maintain an action (e.g., administrative or judicial review), to contest an Inconsistent Act imposed by a Jurisdictional Body. Because this Agreement itself is legally enforceable, the omission of any proposed License Article from any authorization (including the New License and any 401 WQC), notwithstanding Section 16.0, shall not, by itself, be deemed an Inconsistent Act that conflicts with this Agreement. However, any Party may petition the issuing agency to include such Article in such authorization and may exhaust such administrative and related judicial processes. Conversely, the inclusion of any requirement of this Agreement in any authorization (including the New License and any 401 WQC) shall not, by itself, be deemed an Inconsistent Act that conflicts with this Agreement. However, any Party may petition the issuing agency to exclude such Article in such authorization and may exhaust such administrative and related judicial processes. No Party except the relevant Jurisdictional Body may oppose another Party's action pursuant to this Section 17.1.

17.2 No Party will seek to use its status as a Party to this Agreement to establish standing or aggrieved-party status to challenge any action of any governmental agency that is also a Party to this Agreement when that governmental agency's actions are pursuant to fulfilling its statutory duties.

17.3 If, after exhausting any legal reviews initiated pursuant to Section 17.1, any Party still believes the Jurisdictional Body's action or omission is an Inconsistent Act and that it is substantially negatively affected by the Inconsistent Act, then that Party may initiate withdrawal pursuant to Section 21.0 by giving notice of its intent to withdraw from this Agreement pursuant to Section 23.0. No Party may give Notice of Intent to Withdraw until all administrative and judicial challenges regarding the issue over which the Party intends to withdraw have been finally resolved and until all time periods for further administrative or judicial review have expired when that governmental agency's actions are complete pursuant to fulfilling its statutory duties.

#### **18.0 Agreements on Action Steps upon Breach by Any Party**

18.1 If any Party is alleged by any other Party to be in breach of this Agreement, the Party alleging the breach shall immediately notify, pursuant to Section 23.0, all Parties to this Agreement of the alleged breach and shall consult with the allegedly breaching Party to discuss the breach and reach a resolution satisfactory to all Parties. To allow for consultation, no Party may seek relief from a court or any other forum, including the FERC, concerning the alleged breach until sixty days have elapsed following the notice required in the preceding sentence, except that a Party may seek relief prior to the passing of the sixty days if the Party's rights would be prejudiced by such delay.

18.2 If any Party has a credible reason to believe it or another Party may be unable to comply with any future obligation under this Agreement, including any schedule, the Party may inform the other Parties. The Licensee shall convene the Parties to attempt



to ensure clear communications concerning the potential breach and to identify actions that may be acceptable to all the Parties that would eliminate the concern relative to the potential breach.

18.3 The Parties agree to use their best efforts to cure any alleged breach of this Agreement in a reasonable and timely manner. If such best efforts and consultation fail to resolve the alleged breach or alleged anticipatory breach, any Party may pursue its legal remedies for any alleged breach or alleged anticipatory breach once the sixty-day period set forth in Section 18.1 has elapsed.

18.4 When any Party withdraws from this Agreement or is found to have breached this Agreement, the withdrawing or breaching Party is obligated to return any benefits previously obtained under this Agreement, if such benefits consist of monetary funds or interests in real property. The Parties acknowledge that no withdrawing or breaching Party ought to be able to withdraw from or breach this Agreement and retain benefits bargained for, and the Parties agree that this remedy is to be specifically enforceable.

## **19.0 Modification of this Agreement**

19.1 Except as provided in Sections 3.4.8, 4.4, 6.2.4, 6.3.14.3, 6.4.2, 7.5.3.1, 7.6.2, 8.1.2, 8.3.4, 19.2, 19.3, and 23.0, any modification of any provision of this Agreement to become effective must be made in writing and, after notice of the modification is provided pursuant to Section 23.0, signed by an authorized representative of each Party except that a Party who fails to respond to such notice within 60 days shall be deemed to have consented to the proposed modification. Except as provided herein, nothing in this Agreement is intended to limit the Parties' ability to modify this Agreement.

19.2 The Parties acknowledge that, for long-term clarity of this Agreement, it may be beneficial to remove from this Agreement those benefits and obligations that were conditioned on certain entities becoming Parties to this Agreement but are no longer benefits or obligations of this Agreement because these entities did not become Parties. The Parties agree that when considering modification of this Agreement, the Licensee shall also confer with the Parties to reform this Agreement for the limited purpose of reflecting accurately only the Parties' benefits and obligations hereunder by deleting specific benefits and obligations of entities that were signatories to the AIP but declined to become Parties to this Agreement. If any signatories to the AIP decline to become Parties to this Agreement, the Licensee will circulate a reformed Agreement to all Parties, pursuant to the notice provision of Section 23.0, and such reformed Agreement shall automatically supersede this Agreement unless any Party objects by giving notice to the Licensee within 60 days of notice of the reformed Agreement.

19.3 Prior to December 2, 2013, a Party to this Agreement may seek to initiate a process for rebalancing this Agreement if there is a loss of Agreement provisions conditioned upon the Party and at least one other AIP Signatory signing this Agreement, when at least one of said AIP Signatories does not sign this Agreement. If the attempt to rebalance this Agreement is unsatisfactory, the Party may seek to withdraw without following the procedures in Section 16.0.

## **20.0 Parties' Ability to Petition the FERC or SCDHEC**

A Party may petition the FERC to amend the New License, pursuant to any reopener condition contained in the New License, or to take any other action with regard to the

Licensee or the Project may petition the SCDHEC to amend its respective 401 WQC, pursuant to any reopener condition included in any 401 WQC, or to take any other action with regard to the Licensee or the Project, so long as the amendment or other action would not substantially conflict with this Agreement and would not directly result in an Inconsistent Act for any other Party; provided, however, that before filing any such petition, the petitioning Party shall notify all other Parties pursuant to Section 23.0 and consult with any Party that indicates that it may be substantially negatively affected, but under no circumstance shall such consultation prevent a Party from pursuing such relief before the FERC or the SCDHEC within the time required by law or regulation.

## **21.0 Withdrawal from this Agreement**

21.1 A Party may initiate withdrawal from this Agreement if it is substantially negatively affected by an Inconsistent Act and has followed the procedures in Section 16.0, as applicable, to attempt to remedy the cause for the withdrawal.

21.2 A Party may initiate withdrawal from this Agreement without following the procedures in Section 16.0 if it is substantially negatively affected by: (i) withdrawal of another Party, as set forth in Section 21.11; (ii) a new law or regulation that requires a Party to act in a manner that breaches this Agreement, as set forth in Section 32.0; (iii) the invalidation of a portion of this Agreement, as set forth in Section 33.6; or (iv) transfer of the Existing or New License to a transferee that is not bound by all the terms of this Agreement, as set forth in Section 33.15.

21.3 A Party shall initiate the withdrawal process by providing Notice of Intent to Withdraw to all Parties in accordance with Section 23.0. This Notice must include a brief, non-binding statement setting forth:

21.3.1 The date and nature of the Inconsistent Act, or other event giving rise to the right to withdraw, including a reference to the specific section of this Agreement under which withdrawal is permitted; and

21.3.2 (i) If withdrawal is based on an alleged Inconsistent Act, how the alleged Inconsistent Act meets the definition of "Inconsistent Act" and how it conflicts with this Agreement; and (ii) how the alleged Inconsistent Act or event listed in Section 21.2 substantially negatively affects the withdrawing Party.

21.4 If any Party opposes the withdrawal, that Party shall submit a notice, pursuant to Section 23.0, to the withdrawing Party indicating that it opposes withdrawal and seeks arbitration of the Party's right to withdraw.

21.5 If, after 60 days from the Notice of Intent to Withdraw, no Party opposes the withdrawal, the withdrawal is final.

21.6 Within 30 days of the notice opposing withdrawal, the withdrawing Party shall post an Arbitration Escrow Fee of \$2,000. The Arbitration Escrow Fee shall be made payable to an acceptable escrow agent, which may be the Licensee, and shall bear a notation that it is to be held in escrow. Once the arbitrator is selected, the withdrawing Party shall ensure that the escrow agent may release the funds to the arbitrator upon proof of the withdrawing Party's failure to pay its share of the arbitration costs. If the withdrawing Party fails to post the Arbitration Escrow Fee in a timely manner, it shall thereby waive its right to withdraw based on the Inconsistent Act or other event cited in the withdrawal notice.

21.7 The arbitrator shall be selected and the arbitration conducted pursuant to the procedures of the American Arbitration Association under its Commercial Arbitration Rules. The arbitrator's decision shall be binding only as to the Parties before it.

21.8 Withdrawal shall be allowed only if the arbitrator determines that the withdrawing Party substantially complied with all material procedural prerequisites to withdraw specified in this Agreement and:

21.8.1 A requirement imposed by a Jurisdictional Body (i) conflicts with this Agreement and (ii) is an Inconsistent Act that substantially negatively affects the withdrawing Party; or

21.8.2 The withdrawing Party was substantially negatively affected by the withdrawal of another Party, as set forth in Section 21.11; or

21.8.3 A new law or regulation requires a Party to act in a manner that breaches this Agreement, as set forth in Section 32.0, and that breach substantially negatively affects the withdrawing Party; or

21.8.4 A portion of this Agreement is invalidated which results in the withdrawing Party's being substantially negatively affected, as set forth in Section 33.6; or

21.8.5 The Existing or New License is transferred to a transferee that is not bound by all the terms of this Agreement which results in the withdrawing Party's being substantially negatively affected, as set forth in Section 33.15.

21.9 An effective withdrawal relieves the withdrawing Party of its performance obligations under this Agreement.

21.10 The costs of the arbitration shall be shared equally between the Party seeking withdrawal (50 percent) and the combination of Parties requesting arbitration (50 percent). The Parties shall request that the arbitrator invoice each Party separately. Any unused amounts of the Arbitration Escrow Fee will be returned to the withdrawing Party.

21.11 Upon withdrawal of any Party, any other Party (hereinafter "Second Party") may exercise its right to withdraw pursuant to the procedures set forth in this Section 21.0, except that, if the issue goes to arbitration, withdrawal shall be allowed only if the arbitrator determines that (i) the Second Party substantially complied with all procedural prerequisites to withdrawal specified in this Agreement; and (ii) the previous withdrawal of another Party will substantially negatively affect the Second Party.

21.12 No Party is required to pursue administrative or judicial remedies prior to withdrawing; however, no Party may give Notice of Intent to Withdraw until all administrative and judicial challenges, if any, regarding the issue over which the Party intends to withdraw have been finally resolved and until all time periods for further administrative or judicial review have expired. Any right to withdraw is waived if the Party does not give Notice of Intent to Withdraw within 180 days of the expiration of the last time period for administrative or judicial review of a matter related to the reason for withdrawal.

21.13 If a Party is prohibited by law from submitting to binding arbitration, then, after that Party has provided Notice of Intent to Withdraw and after another Party has given notice of its opposition to withdrawal, as set forth in Section 21.4, the Party seeking to withdraw shall give notice to all Parties pursuant to Section 23.0 that it is prohibited by law from submitting to binding arbitration and shall provide with such notice evidence of the legal prohibition and shall within 30 days following provision of its notice of

prohibition to submit to arbitration, file an action for declaratory judgment: (i) seeking the court's determination of its legal right to withdraw pursuant to the terms of this Agreement; and (ii) naming the Party opposing withdrawal as the defendant. The withdrawing Party shall serve notice of its filing of the declaratory judgment action on all Parties to allow any Party the opportunity to intervene. The court shall use the criteria set forth in Section 21.0 and sections cross-referenced therein to determine whether a Party seeking to withdraw is entitled to withdraw under this Agreement. If the Party seeking to withdraw fails to file an action for declaratory judgment within 30 days following its notice to the Parties of its prohibition to submit to arbitration, then it shall thereby waive its right to withdraw based on the Inconsistent Act or other event cited in the withdrawal notice.

21.14 Any opposition to any withdrawal shall be ineffective if the arbitrator determines that the Party opposing withdrawal failed to give notice to the withdrawing Party as required in Section 21.4.

## **22.0 Termination of this Agreement**

This Agreement, and all obligations arising hereunder, shall terminate and be of no further force or effect upon withdrawal of the Licensee, upon the expiration or other termination of the term of the New License and any annual licenses issued thereafter, or upon transfer of the license to a subsequent licensee that is not bound by any part of this Agreement.

## **23.0 Notice**

Each Party shall designate a representative for the receipt of notices. All notices required to be given under this Agreement shall be in writing and be given by personal delivery, overnight express service, or U.S. mail to each Party using the contact information set forth in this Agreement and included as Appendix B. The sender shall retain proof of posting or delivery, and notices shall be effective upon the date and time identified on the proof of posting or delivery. The Licensee will be responsible for maintaining the contact information included as Appendix B. A Party may change the contact information or the designated representative by notifying the Licensee of such change, and such change will not be considered a modification of this Agreement. Each Party shall be responsible for providing the Licensee with their updated contact information in a timely and accurate manner. If a Party no longer exists at the time that notice is required to be given by this Agreement, notice to such Party is not required. If a Party required to give notice knows that another Party's designated representative is deceased or is no longer employed by and/or affiliated with such other Party, the Party required to give notice must make a reasonably diligent effort to provide notice to an appropriate person affiliated with such other Party. A "reasonably diligent effort" shall include notice to any person upon whom process could be served under the Federal Rules of Civil Procedure in effect at the time that notice is required to be given.

## **24.0 Licensed Project Cessation**

24.1 In the event the Licensee decides to surrender the New License prior to its expiration or the United States takes over the Project, the Licensee agrees to take the following actions.

24.1.1 Notify all Parties pursuant to Section 23.0 and convene a meeting for all Parties no later than 30 days after its decision to surrender the Project in whole or in part, or becoming aware that the United States may take over the Project in whole or in part.

24.1.2 Notify all Parties at least 60 days prior to the Licensee's filing at the Commission an application to surrender its License in whole or in part.

24.1.3 Negotiate in good faith with the SCDNR, the SCDPRT, and any other interested Party with the objective of ensuring continued public access to Project Reservoirs through the remaining period of the New License term for those properties designated for public access in the New License and that will continue to be owned by the Licensee.

24.1.4 Negotiate in good faith with the SCDNR, SCDPRT, and any other interested Party to develop a plan for managing lands and waters within the Project Boundaries.

24.1.5 Negotiate in good faith with each public water supplier authorized to withdraw water from any Project Reservoir to assure continued access by public water suppliers to such reservoir and other necessary facilities, including land through the remaining period of the New License term.

24.1.6 Within 180 days after becoming aware that any of the Project's developments will no longer be licensed by the FERC or after filing an application with the FERC to surrender the license for any of the Project's developments, and provided the Licensee desires to close and/or sell any affected Licensee-owned recreation land or facilities at the Project, then provide notice to all Parties that are tribal or governmental bodies, pursuant to Section 23.0, to offer to sell the affected Licensee-owned recreation land and facilities at the appraised market value, as determined by the average of two appraisals completed in accordance with Appraisal Institute standards, one appraisal to be paid for by Licensee and the other to be paid for by the first tribal or governmental entity that notifies the Licensee, pursuant to Section 23.0, of its desire to acquire Licensee-owned recreation land and facilities. Any said recreation land or facilities that are leased to a Party to this Agreement will first be offered for sale to the lessee under the same arrangements above in this Section 24.1.6 for a period of 60 days. An offer to acquire such facilities by a tribal or governmental entity may be for all or any portion of such Licensee-owned recreation land and facilities.

180 days after providing such notice of an offer to sell, the Licensee shall be free to sell to any entity any affected Licensee-owned recreation land or facilities for which the Licensee does not receive an acceptable purchase option from a Party that is a tribal or government entity.

## **25.0 Dispute Resolution**

25.1 Dispute Resolution – Except as otherwise specifically provided in this Agreement, disputes among Parties arising under or related to this Agreement or the New License shall be resolved as follows.

### 25.1.1 Consultation

25.1.1.1 Any Party alleging a dispute shall notify the Licensee. The Licensee shall notify all Parties pursuant to Section 23.0 and shall give at least 15 days notice of a meeting scheduled to resolve the dispute. The Party alleging a dispute and each Party that attends such meeting or notifies all other Parties pursuant to Section 23.0 of the Party's interest in the resolution of the alleged dispute shall be considered to be an "Interested Party." The meeting notice shall describe the dispute and shall provide the time and location of the meeting. All Parties who are Interested Parties agree to engage in good-faith negotiations to resolve the dispute for a period of at least 45 days ("Consultation Period") from the date of notice provided by the Party alleging a dispute in an effort to resolve the dispute; except that, in emergency situations, or if required to preclude the running of any applicable limitations period, an Interested Party may, for good cause, seek relief prior to the expiration of the 45-day period.

25.1.1.2 The Interested Parties may agree to extend the Consultation Period up to an additional 75 days and may employ a mediator. To the extent allowed by law, the Parties shall consider any applicable limitations period, whether arising by statute, regulation, contract, or otherwise to be tolled during the Consultation Period. No Party shall raise as a defense to any action, whether judicial or administrative, the running of any period of limitation, so long as the action was filed within the limitations period plus the Consultation Period.

25.1.1.3 The Consultation Period ends when the times described above expire or when all Interested Parties except one indicate that consultation is no longer useful, whichever is sooner.

25.1.2 Consensus – Upon resolution of a dispute, by agreement or otherwise, the Interested Parties shall notify all Parties of the resolution. A resolution based on consensus shall have the unanimous support of all Interested Parties and no opposition from any other Party. Any resolution that requires modification of this Agreement requires written approval signed by all Parties, pursuant to Section 19.0.

25.1.3 Remedies – If, after the Consultation Period, the Interested Parties have not reached consensus, or in the event a schedule to cure an alleged noncompliance has been established through Consultation and a Party has not cured the failure within the time established, any Interested Party may seek resolution as follows.

25.1.3.1 Provisions of this Agreement that are Also Included in the New License – For disputes related to License Articles, a Party shall petition the FERC to enforce the License Article with which the Licensee is alleged to have failed to comply. If FERC enforces any alleged failure to comply with a License Article, such enforcement action shall be the sole remedy under this Agreement. If the FERC finds that a violation occurred but affirmatively declines to enforce a License Article or fails to act within a reasonable time after a petition to enforce has been filed, which period of time shall not be less than 180 days from the date on which the petition was filed, then such Party may file with the FERC a petition for rehearing regarding the alleged failure and pursue any further remedies, including judicial review. Once the

180-day period has expired or FERC has affirmatively indicated that it will not take enforcement action (whichever occurs sooner), any Party may seek to enforce, by any available means, any provision of this Agreement that was also incorporated into the New License, except that any Party may file such action sooner in order to preclude the running of any applicable limitations period. If any Party has sought direct review of any FERC action related to enforcement, the Party may not seek to enforce by other means until that action is resolved and any applicable review periods have expired.

**25.1.3.2 Provisions of this Agreement that are Not Also Included in the New License** – For disputes not related to License Articles, a Party shall seek resolution in a court or agency of competent jurisdiction.

## 25.2 Mediation Services

25.2.1 Any Party may propose the use of a professional mediator to facilitate dispute resolution. To initiate professional mediation, a Party shall notify all Parties pursuant to Section 23.0 and shall convene a meeting not sooner than 15 days nor more than 30 days following notice. Such notice shall state the date, time, and location of the initial meeting to consider mediation. At that initial meeting all Parties in attendance shall determine their interest in mediation. Mediation is purely voluntary, and no Party shall be compelled against its will to participate in mediation.

25.2.2 Those Parties agreeing to mediation shall execute a contractually binding agreement with a professional mediator, and such agreement shall determine both how the mediating parties will share the cost of mediation and the schedule to undertake and complete mediation. No Party that chooses not to participate in mediation shall be responsible for any costs related to mediation. No mediated resolution shall modify this Agreement unless all the Parties so modify this Agreement pursuant to Section 19.0.

## 26.0 Adjustment for Inflation / Deflation

26.1 Unless otherwise indicated in this Agreement, all costs or payment amounts in this Agreement that are specified in dollars and are to be paid by the Licensee shall be adjusted on an annual basis starting on January 1, 2015 and January 1 of each following year according to the following formula:

$$AD = (D \times (NGDP)) / IGDP$$

Where:

AD = Adjusted dollar amount as of January 1 of the year in which the adjustment is made (or, in the case of the first adjustment, 2015).

D = Dollar amount prior to adjustment.

NGDP = GDP-IPD for the third quarter of the year before the adjustment date (or, in the case of the first adjustment, 2014).

IGDP = GDP-IPD for the third quarter of the year before the previous adjustment date (or, in the case of the first adjustment, 2013).

26.2 "GDP-IPD" is the value published for the Gross Domestic Product Implicit Price Deflator by the U.S. Department of Commerce, Bureau of Economic Analysis in the

publication "Survey of Current Business" (being on the basis of 2005 = 100), in the third month following the end of the applicable quarter. If that index ceases to be published, any reasonably equivalent index published by the Bureau of Economic Analysis may be substituted. If the base year for GDP-IPD is changed or if publication of the index is discontinued, the Licensee shall promptly make adjustments or, if necessary, select an appropriate alternative index to achieve the same economic effect. Adjusted amounts will be rounded to the nearest whole dollar.

## **27.0 Ability of Parties to Request FERC Approvals or New License Amendments Related to Non-Project Use Requests**

27.1 Nothing in this Agreement shall impair or supersede the right of any Party to apply for and/or support, including by intervention, an amendment to the New License or other order from the FERC authorizing any entity to expand or modify an existing water intake or to add a new water intake, unless such amendment is specifically prohibited in this Agreement.

27.2 Unless such action is specifically prohibited in this Agreement, nothing in this Agreement shall impair or supersede: (i) any Party's right to file with the Licensee a Non-Project Use request that is in compliance with the SMG or to support (e.g., provide comments on individual lake use permit applications, such as marinas, multi-slip facilities, etc.), including by intervention, that request with the FERC; (ii) any Party's right to support, oppose, or request modification to such a request with the FERC; or (iii) any Party's legal obligations related to such requests.

27.3 Nothing in this Agreement is intended to or may be construed to alter, modify, amend, or in any way impact or affect state law applicable to the Non-Project Use requests.

## **28.0 Parties' Participation in Future Relicensings and 401 WQC**

28.1 Nothing in this Agreement shall be construed to restrict any Party's participation or comments in future relicensings or 401 WQC related to licenses for this Project beyond the New License.

28.2 Nothing in this Agreement shall be construed to restrict any Party's participation in any other FERC licensing proceeding including any other project for which Duke Energy Carolinas, LLC is the licensee.

## **29.0 Early Implementation**

Unless otherwise prohibited in the New License, the Existing License, or this Agreement, the Licensee at its own discretion may choose to voluntarily implement, partially or in full, any of the operational changes or its other obligations called for in this Agreement earlier than the dates indicated in this Agreement.

## **30.0 Coordination with the Licensee's Budgeting Cycle**

Unless otherwise specified in this Agreement, the timing for financial contributions from the Licensee described in this Agreement will be coordinated with the Licensee's budgeting cycle. The Licensee's contributions will become available the latter of any of



the following: (i) January 1 of the first calendar year after the issuance of the New License and the closure of all rehearing and administrative challenge periods if the date for financial contribution is on or before June 30; or (ii) January 1 of the second calendar year following the issuance of the New License and the closure of all rehearing and administrative challenge periods if the date for financial contribution is after June 30.

### **31.0 Assessments and Procedures for New Information or Material Mistakes**

A Party that becomes aware of significant new information or a material mutual mistake may bring that information to the Licensee and/or may convene a meeting of all Parties pursuant to Section 23.0, inviting Parties to meet to discuss a modification of this Agreement pursuant to Section 19.0. No Party may use new information as a defense to an alleged breach of this Agreement, as a basis for taking an action inconsistent with this Agreement, or as a basis to withdraw from this Agreement.

### **32.0 Procedures for New Law or Regulation**

Should any new law, regulation, or other regulatory action, such as a permit or License requirement, require a Party to breach this Agreement (including, without limitation, for a governmental Party, denying that Party's funds with which to fulfill its obligations under this Agreement), such Party shall not be liable for such breach. Should a new law or regulation require a Party to act in a manner that breaches this Agreement, then any other Party that believes it is substantially negatively affected thereby may withdraw from this Agreement by following the procedures in Section 21.0. If arbitration is initiated, withdrawal shall be allowed only if the arbitrator determines that: (i) the withdrawing Party substantially complied with all procedural prerequisites to withdrawal specified in this Agreement; (ii) there is no adequate remedy at law or in equity for the breach and the breach substantially negatively affects the withdrawing Party; and (iii) the breach was required by or the unavoidable result of the new law or regulation.

### **33.0 Miscellaneous Agreements**

33.1 No Admission of Liability – This Agreement is a compromise of many interests. The actions taken pursuant to this Agreement are not intended nor shall they be construed as an admission on the part of any Party, or its agents, representatives, attorneys or employees that such Party was so obligated in any manner independent of this Agreement. Except as provided herein, no Party shall be prejudiced, prevented, or estopped from advocating in any manner or before any entity, including the FERC or any state agency, any position inconsistent with those contained in this Agreement regarding the licensing, permitting, and license compliance of this or any other hydropower project.

33.2 Agreement Terms Contractual – The terms of this Agreement are contractual and not mere recitals. This Agreement, including Appendices A through I, constitutes the entire Agreement between the Licensee and the other Parties with respect to the subject matter hereof, and all prior contemporaneous or other oral or written statements, representations or agreements by, between or among any of the Parties, including the AIP, are superseded hereby. However, nothing herein alters any valid easement, lease, user's agreement, or permit previously granted or issued by the Licensee to any entity that is a Party to this Agreement for use of Project land or Project waters including, without limitation: (i) the water removal easement granted to the City of Seneca in the

Water Contract dated March 31, 1969, which is incorporated by reference, and (ii) the Indenture and Agreement, effective January 31, 1973, by and between the Licensee and Greenville Water, which is incorporated by reference.

33.3 Enforceability – As noted in Section 25.1.3, all terms of this Agreement not incorporated as License Articles shall be enforced through remedies available under applicable state or federal law.

33.4 Force Majeure – The Parties agree neither the Licensee, nor any other Party, shall be in breach of this Agreement to the extent any delay or default in performance is due to causes beyond the reasonable control of the delayed or defaulting Party; provided the delayed or defaulting Party notifies the other Parties as soon as possible of: (i) the event; (ii) the expected duration of the event; and (iii) the delayed or defaulting Party's plan to mitigate the effects of the delay or default. Such causes may include, but are not limited to, natural disasters, labor or civil disruption, acts of terrorism, the inability to secure any legal authorization from another entity (e.g., a permit or license) where such legal authorization is a prerequisite or requirement for complying with this Agreement, or breakdown or failure of the Project works, provided such causes are beyond the reasonable control of the delayed or defaulting Party.

33.5 Applicable Law and Venue – The Parties agree that all actions arising wholly within North Carolina must be litigated in courts located in the State of North Carolina and shall be governed by North Carolina law; those actions arising wholly within South Carolina must be litigated in courts located in the State of South Carolina and shall be governed by South Carolina law; where an action arises in both states, or in the case in which an act or omission giving rise to an action to enforce this Agreement occurred in neither state or its state of origin cannot be determined, the action must be litigated in courts located in either the State of North Carolina or the State of South Carolina, and laws of the state where the action is brought shall govern. The Parties agree that such courts are convenient forums and irrevocably submit to the personal jurisdiction of such courts, except that the governmental bodies who are Parties do not by entering into this Agreement waive sovereign immunity, and such Parties waive such defense only to the extent required by law, if at all.

33.6 Severability – Should any provision of this Agreement or part hereof be held under any circumstances in any jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement or other part of such provision. If such invalidity or unenforceability substantially negatively affects any Party, that Party may withdraw from this Agreement pursuant to the procedures established in Section 21.0. If arbitration is initiated, withdrawal shall be allowed only if the arbitrator determines that: (i) the withdrawing Party substantially complied with all procedural prerequisites to withdrawal specified in this Agreement; and (ii) the unenforceability or invalidity of the relevant part of this Agreement substantially negatively affects the withdrawing Party.

33.7 Waiver Independence – No consent to or waiver of any provision of this Agreement shall be deemed either a consent to or waiver of any other provision hereof, whether or not they are similar, or a continuing consent or waiver, unless otherwise specifically provided.

33.8 Definitions – The terms, phrases, and abbreviations defined in this Agreement and Appendix C, Appendix D, Appendix E, and Appendix I hereto, when used in this Agreement, shall have the meanings as defined in this Agreement and Appendix C, Appendix D, Appendix E, and Appendix I.

33.9 Water Rights Unaffected – This Agreement does not release, deny, grant or affirm any property right, license, or privilege in any waters or any right of use in any waters nor impact or affect any requirements or obligations under state law. This Agreement does not authorize any person or entity to interfere with the riparian rights, littoral rights, or water use rights of any other kind of any other person or entity. No person or entity shall interpose this Agreement as a defense in an action respecting the determination of riparian or littoral rights or other water use rights.

33.10 Parties' Own Costs – Except as expressly provided for in this Agreement, all Parties are to bear their own costs of participating in this Agreement.

33.11 Existing Laws – Unless otherwise noted, any reference to any statute, regulation, or other document refers to the statute, regulation, or document as it exists on the date of the first signature on this Agreement. No changes to any document to which this Agreement refers are incorporated into this Agreement, unless explicitly provided for in this Agreement or unless such change is made in accordance with Section 19.0.

33.12 No Third-Party Beneficiary – This Agreement shall not create any right in any individual or entity that is not a Party hereto or in the public as a third-party beneficiary. This Agreement shall not be construed to authorize any such third party to initiate or to maintain a suit in law or equity or other administrative proceeding.

33.13 No Commitment of Funds – Nothing in this Agreement shall be construed as obligating any federal, tribal, state, or local agency to expend in any fiscal year any sum in excess of appropriations made by Congress, tribal councils, or state or local legislatures; administratively allocated for the purpose of this Agreement for the fiscal year or to involve any federal, tribal, state, or local agency in any contract or obligations for the future expenditure of money in excess of such appropriations or allocations.

33.14 No Government Agency Delegation – Nothing in this Agreement shall be construed as requiring or involving the delegation by any governmental agency to any other body of any authority entrusted to it by Congress, tribal council, or by the legislature of any state.

33.15 Successors and Assigns – This Agreement shall apply to, and be binding on, the Parties and their successors and assigns. No change in ownership of or transfer of the New License for the Project, or any of its developments shall in any way modify or otherwise affect any Party's interests, rights, responsibilities, or obligations under this Agreement. Unless prohibited by applicable law, the Licensee of the Project shall provide that, in any transfer of the Existing or New License for the Project, such subsequent licensee shall be bound by, and shall assume the rights and obligations of, this Agreement upon completion of the change of ownership and, as applicable, approval by the FERC of the license transfer. The Licensee shall provide notice to the other Parties at least 90 days prior to completing such transfer of the Existing or New License. Notwithstanding the foregoing provisions of this Section, if any subsequent licensee is only partially bound by the terms of this Agreement, any Party that believes that it is substantially negatively affected by the fact that the subsequent licensee is only partially bound by this Agreement may initiate withdrawal from this Agreement pursuant to the procedures established in Section 21.0. If arbitration is initiated, withdrawal shall be allowed only if the arbitrator determines that: (i) the withdrawing Party substantially complied with all procedural prerequisites to withdrawal specified in this Agreement; and (ii) the fact that the subsequent licensee is only partially bound by this Agreement substantially negatively affects the withdrawing Party.

33.16 Damages – Damages at law are an inadequate remedy to redress any prospective or continuing breach of this Agreement and any Party shall be entitled to specific performance only regarding such breach, and no Party may bring an action seeking monetary damages but shall be limited to seeking specific performance, injunctive, or declaratory relief. This Section shall not be construed to prohibit any Party from receiving money in settling any claim arising from a prospective or continuing breach.

33.17 Limitation of Applicability – This Agreement is made on the express understanding that it constitutes a negotiated settlement of issues specific to the Project. No Party shall be deemed, by virtue of execution of this Agreement, to have established precedent, or admitted or consented to any fact, opinion, approach, methodology, or principle except as expressly provided herein. In the event this Agreement is approved by the FERC, such approval shall not be deemed precedential or controlling regarding any particular issue or contention in any other proceeding.

33.18 Execution in Counterparts – This Agreement may be executed in separate counterparts, with each counterpart deemed to be an original having the full force and effect thereof, but with all such counterparts, taken together, constituting but one and the same document.

33.19 Full Legal Authority – Each Party to this Agreement represents that it has the full legal authority to execute this Agreement and that its signatory is authorized to bind the Party (principal) that it represents, and that by such representative's signature, such principal shall be bound upon full execution of this Agreement.

33.20 Timing – In various places throughout this Agreement, the following phrase related to timing of actions appears: “*within \_\_\_ year(s) following the issuance of the New License, the end of all appeals, and the closure of all rehearing and administrative challenge periods.*” The Parties acknowledge and agree that this phrase is intended to define the end of all periods during which someone may contest the validity of the New License or the 401 WQC, and it is further intended to make clear that certain required actions, described by this phrase, do not become requirements obligating Parties to act until all opportunities to contest or appeal the New License or the 401 WQC have come to a complete and final end.

**SIGNATURES OF THE PARTIES**

DUKE ENERGY CAROLINAS, LLC

By: \_\_\_\_\_  
Steven D. Jester (Date)  
Vice President, Water Strategy, Hydro Licensing & Lake Services

---

ADVOCATES FOR QUALITY DEVELOPMENT, INC.

By: \_\_\_\_\_  
Joseph M. Smith (Date)  
President

---

ANDERSON AREA CHAMBER OF COMMERCE

By: \_\_\_\_\_  
Howard D. Spencer (Date)

---

CITY OF SENECA

By: \_\_\_\_\_ (Date)

---

COMMISSIONERS OF PUBLIC WORKS OF THE CITY GREENVILLE

By: \_\_\_\_\_ (Date)  
David Bereskin  
Chief Executive Officer

---

FRIENDS OF LAKE KEOWEE SOCIETY, INC.

By: \_\_\_\_\_ (Date)  
Ben Turetzky  
Executive Director

---

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_ (Date)  
Joel Thrift  
Chairman, Oconee County Council

---

PICKENS COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_ (Date)  
G. Neil Smith, Chairman  
Pickens County Council

---

PICKENS COUNTY WATER AUTHORITY

By: \_\_\_\_\_ (Date)

---

SOUTH CAROLINA DEPARTMENT OF ARCHIVES AND HISTORY

By: \_\_\_\_\_ (Date)  
Dr. W. Eric Emerson  
Director

---

SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_ (Date)  
Alvin A. Taylor  
Director

---

SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION AND TOURISM

By: \_\_\_\_\_  
Duane Parrish (Date)  
Director

---

SOUTH CAROLINA WILDLIFE FEDERATION

By: \_\_\_\_\_  
Wes Cooler (Date)

---

THE CLIFFS AT KEOWEE VINEYARDS COMMUNITY ASSOCIATION, INC.

By: \_\_\_\_\_  
(Date)

---

THE RESERVE AT LAKE KEOWEE

By: \_\_\_\_\_  
(Date)



UPSTATE FOREVER

By: \_\_\_\_\_ (Date)

---

WARPATH DEVELOPMENT, INC.

By: \_\_\_\_\_ (Date)  
Tim Roberson

(intentionally blank)

## APPENDIX A

### PROPOSED LICENSE ARTICLES

This Agreement represents a balance of many interests and is the culmination of years of negotiation by the Parties. While the Parties recognize the FERC is not constrained by this Agreement, the Parties wish to emphasize that, if the FERC acts inconsistently with this Agreement, it may result in the withdrawal from this Agreement of one or more Parties and could result in the termination of this Agreement. To avoid that result, the Parties respectfully request the following proposed License Articles in this Appendix A be incorporated without material modification into any New License the FERC may issue for the project and that the New License term be at least 40 years.

#### A-1.0 Reservoir Elevation Article

##### ARTICLE – Reservoir Elevations

(A) Reservoir Elevations – Within 60 days following the issuance of this license, to protect and enhance the project's values that may be affected by reservoir level fluctuations, the Licensee shall maintain the elevations of the project reservoirs between the Normal Minimum and Normal Maximum Elevations indicated in the table below.

Reservoir	Normal Maximum Elevation (ft local datum / ft AMSL)	Normal Minimum Elevation (ft local datum / ft AMSL)
Lake Jocassee	100.0 / 1110.0	86.0 / 1096.0
Lake Keowee	100.0 / 800.0	96.0 / 796.0

(B) Temporary Variances – The reservoir elevation requirements outlined in Paragraph (A) above may be temporarily modified if required by conditions beyond the control of the Licensee, for short periods during annual inspection and repairs, or by operating emergencies or maintenance needs as defined in the Commission-approved Low Inflow Protocol (LIP) or Maintenance and Emergency Protocol (MEP). When implementing the LIP or MEP, the Licensee shall notify the Commission of modifications to the reservoir elevation requirements in accordance with the requirements of the LIP or MEP. For all other modifications in reservoir elevation requirements, the Licensee shall notify the Commission as soon as possible, but no later than 10 days after each event and shall provide the reason for the change in reservoir levels.

END OF PROPOSED LICENSE ARTICLE

## **A-2.0 Low Inflow Protocol Article**

### **ARTICLE – Low Inflow Protocol for the Keowee-Toxaway Hydroelectric Project**

(A) The Low Inflow Protocol (LIP) for the Keowee-Toxaway Hydroelectric Project filed with the license application as Appendix D of the Relicensing Agreement is approved and incorporated into this license and the Licensee shall implement the LIP.

(B) The Licensee may modify the LIP in accordance with the procedures in the LIP. The Licensee may also make temporary modifications to the LIP to account for any changed physical conditions at the Keowee and Jocassee developments. The Licensee shall notify the Commission of any such modifications in accordance with the LIP. Any modifications may be subject to Commission approval.

END OF PROPOSED LICENSE ARTICLE

## **A-3.0 Maintenance and Emergency Protocol Article**

### **ARTICLE – Maintenance and Emergency Protocol for the Keowee-Toxaway Hydroelectric Project**

#### **Hydroelectric Project**

(A) The Maintenance and Emergency Protocol (MEP) for the Keowee-Toxaway Hydroelectric Project filed with the license application as Appendix E of the Relicensing Agreement is approved and incorporated into this license and the Licensee shall implement the MEP.

(B) The Licensee may make minor changes as necessary to the MEP for the Keowee-Toxaway Hydroelectric Project. The Licensee may also make temporary modifications to the MEP to account for any changed physical conditions at the Jocassee and Keowee developments. The Licensee shall notify the Commission of any such temporary modifications in accordance with the MEP. Any modifications may be subject to Commission approval.

END OF PROPOSED LICENSE ARTICLE

#### **A-4.0 Historic Properties Article**

##### **ARTICLE – Historic Properties**

The Licensee shall implement any existing Programmatic Agreement for the project regarding Historic Properties management and protection including, but not limited to, the Historic Properties Management Plan (HPMP) for the project. In the event that the Programmatic Agreement is terminated, the Licensee shall continue to implement the provisions of its approved HPMP. The Commission reserves the authority to require changes to the HPMP at any time during the term of the license.

END OF PROPOSED LICENSE ARTICLE

#### **A-5.0 Public Recreation Articles**

##### **ARTICLE – Recreation Management Plan**

(A) The Recreation Management Plan (RMP) filed with the license application is approved and incorporated into this license and the Licensee shall implement the RMP.

(B) For the first 10 years following the issuance of this license, the Licensee shall file with the Commission by March 1 of each year a report of the progress made by the Licensee on completing the measures in the RMP during the previous calendar year.

(C) The Commission reserves the right to require changes to the RMP and the Licensee shall implement the changes.

END OF PROPOSED LICENSE ARTICLE

##### **ARTICLE – Recreation Planning**

(A) No later than September 1, 2031, the Licensee shall consult with the South Carolina Department of Parks, Recreation and Tourism (SCDPRT) and the South Carolina Department of Natural Resources (SCDNR) to develop a plan to conduct a Recreation Use and Needs Study. The Recreation Use and Needs Study shall include at least the following: (1) a review of existing recreation resources, (2) an analysis of recreational use at the Project Access Areas and the need for additional recreation amenities, (3) a review of agency current recreation and/or land use management plans relevant to the project, and (4) a discussion of the need for any changes to the Recreation Management Plan.

(B) The Licensee shall complete the Recreation Use and Needs Study no later than December 31, 2032, and provide a draft of the study report to the agencies in Paragraph (A) for review and comment. The Licensee shall allow at least 30 days for the agencies to review and comment. The Licensee shall file the report with the Commission for approval and include documentation of consultation including copies of comments and recommendations on the draft report.

(C) Based upon the results of any Recreation Use and Needs Study conducted in accordance with Paragraph (B), the Licensee shall file a revised and updated Recreation Management Plan (RMP) no later than December 31, 2033. The Licensee shall include with its RMP documentation of consultation with the above agencies, local governments and other interested parties; copies of comments and recommendations on the draft RMP; and specific descriptions of how the agencies', local governments', and other interested parties' comments and recommendations are accommodated by the draft new RMP. The Licensee shall allow a minimum of 30 days for the agencies, local governments, and other interested parties to comment on the draft revised and updated RMP prior to filing it with the Commission for approval. If the Licensee does not adopt a recommendation, the filing shall include the Licensee's reasons.

(D) The Commission reserves the right to require changes to any revised and updated RMP developed in accordance with the above. The Licensee shall implement any revised and updated RMP as approved by the Commission, including any changes required by the Commission.

END OF PROPOSED LICENSE ARTICLE

## **A-6.0 Shoreline Management Articles**

### **ARTICLE – Shoreline Management Plan**

(A) The Shoreline Management Plan (SMP) filed with the license application is approved and incorporated into this license and the Licensee shall implement the SMP.

(B) The Licensee may make minor changes to the Shoreline Management Guidelines (SMG) and the Shoreline Classification Maps and associated Lake Use Restrictions to protect newly discovered resources such as archaeological or historic sites, Threatened or Endangered Species, Special Concern Species, or to correct mapping errors. The Commission reserves the right to review such changes.

(C) The Commission may require changes to the SMP at any time during the term of this license.

END OF PROPOSED LICENSE ARTICLE

### **ARTICLE – Shoreline Management Plan Review and Update Procedures**

(A) At ten years following the issuance of this license, and every ten years thereafter for the term of this license, the Licensee shall file with the Commission, for approval, a revised Shoreline Management Plan (SMP). In developing the revised SMP, the Licensee shall, at least one year prior to the due date for each revised SMP submittal, convene and consult with a workgroup consisting of the South Carolina Department of Parks, Recreation and Tourism, the South Carolina Department of Natural Resources, and the U.S. Fish and Wildlife Service to review the implementation of the SMP and to recommend potential modifications. The Licensee shall include with the revised SMP filing documentation of consultation with the above agencies; copies of comments and

recommendations on the revised SMP, after it has been prepared and provided to the agencies; and specific descriptions of how comments and recommendations received are accommodated by the revised SMP. The Licensee shall allow a minimum of 30 days for the agencies participating in the workgroup to comment prior to filing the revised SMP with the Commission for approval. If the Licensee does not adopt a recommendation, the revised-SMP filing shall include the Licensee's reasons.

(B) The Commission reserves the right to require changes to any revised and updated SMP developed in accordance with the above. The Licensee shall implement any revised and updated SMP as approved by the Commission, including any changes required by the Commission.

END OF PROPOSED LICENSE ARTICLE

#### **A-7.0 Water Quality Article**

##### **ARTICLE – Water Quality Monitoring**

(A) During the first full month of August occurring at least 60 days following issuance of this license and during every subsequent August for the term of this license, the Licensee shall continuously monitor dissolved oxygen concentrations in both the Keowee Hydro Station and Jocassee Pumped Storage Station tailwaters to demonstrate compliance with South Carolina's water quality certification.

(B) The Licensee shall submit the results obtained from this annual monitoring to the Commission and the South Carolina Department of Health and Environmental Control each year by November 30.

END OF PROPOSED LICENSE ARTICLE

(intentionally blank)



APPENDIX B: PARTIES AND DESIGNATED REPRESENTATIVES

<b>Party<sup>1</sup></b>	<b>Designated Representative</b>	<b>Mailing Address</b>	<b>Overnight Express Address</b>
Duke Energy Carolinas, LLC and Duke Energy Corporation	Jennifer R. Huff Keowee-Toxaway Hydro Project Licensing Manager	Duke Energy PO Box 1006 Mail Code EC12Y Charlotte, NC 28201	Duke Energy 526 S. Church St Mail Code EC12Y Charlotte, NC 28202
Advocates for Quality Development, Inc.	Chuck Smith	PO Box 802 Seneca, SC 29679	211 N Harbour Drive Seneca, SC 29672-6822
Anderson Area Chamber of Commerce	Howard D. Spencer	1719 Circle Road Powdersville, SC 29642	1719 Circle Road Powdersville, SC 29642
City of Seneca	Bob Faires	PO Box 4773 Seneca, SC 29679	225 E North 1 <sup>st</sup> Street Seneca, SC 29679
Friends of Lake Keowee Society, Inc.	Ben Turetzky Executive Director	4065 Keowee School Road Seneca, SC 29672	4065 Keowee School Road Seneca, SC 29672
Greenville Water	David Bereskin	PO Box 687 Greenville, SC 29602	406 W. Broad Street Greenville, SC 29601
Oconee County, SC	Art Holbrooks	415 S. Pine Street Walhalla, SC 29691	415 S. Pine Street Walhalla, SC 29691
Pickens County, SC	Chris Brink	222 McDaniel Avenue, B-10 Pickens, SC 29671	222 McDaniel Avenue, B-10 Pickens, SC 29671

<sup>1</sup> These entities are Parties to this Agreement provided their duly authorized representatives sign this Agreement. All Parties shall notify the Licensee of changes to the contact information for the Party's Designated Representative.

<b>Party<sup>1</sup></b>	<b>Designated Representative</b>	<b>Mailing Address</b>	<b>Overnight Express Address</b>
Pickens County Water Authority	Steve Jewsbury	222 McDaniel Avenue, B-1 Pickens, SC 29671	222 McDaniel Avenue, B-1 Pickens, SC 29671
South Carolina Dept. of Archives and History	Elizabeth M. Johnson Director, Historical Services, D-SHPO	8301 Parklane Rd. Columbia, SC 29223	8301 Parklane Rd. Columbia, SC 29223
South Carolina Dept. of Natural Resources	Bill Marshall	P.O. Box 167 Columbia, SC 29202	1000 Assembly Street Columbia, SC 29202
South Carolina Dept. of Parks, Recreation and Tourism	Phil Gaines	1205 Pendleton Street Columbia, SC 29201	1205 Pendleton Street Columbia, SC 29201
South Carolina Wildlife Federation	Ben Gregg Executive Director	2711 Middleburg Dr, Ste 101 Columbia, SC 29204	2711 Middleburg Dr, Ste 101 Columbia, SC 29204
The Cliffs at Keowee Vineyards Community Association, Inc.	Jim Burgner	309 Wake Robin Drive Sunset, SC 29685-2247	309 Wake Robin Drive Sunset, SC 29685-2247
The Reserve at Lake Keowee	Tony Niemeyer	100A Village Green Loop Sunset, SC 29685	100A Village Green Loop Sunset, SC 29685
Upstate Forever	Van Whitehead	507 Pettigru Street Greenville, SC 29601	507 Pettigru Street Greenville, SC 29601
Warpath Development, Inc.	Tim Roberson	335 Blue Water Way West Union, SC 29696	335 Blue Water Way West Union, SC 29696

**APPENDIX C: ABBREVIATIONS, ACRONYMS, AND DEFINITIONS**

1968 Agreement	An agreement between the Licensee, the US Army Corps of Engineers, and Southeastern Power Administration that attempts to balance usable water storage between the Project and the USACE's Hartwell and J. Strom Thurmond hydroelectric projects
401 WQC	401 Water Quality Certification
AAII	Access Area Improvement Initiative
ac	acre(s)
ac-ft	acre-feet
ADA	Americans with Disabilities Act
AIP	Agreement-in-Principle
AMSL	above mean sea level
AQD	Advocates for Quality Development, Inc.
°C	degrees Celsius
cfs	cubic feet per second
Commercial Recreation Area	Recreation areas provided and maintained by the private sector not including the Licensee, which are available to the general public
Critical Reservoir Elevation	Unless otherwise defined herein, the level of water in a reservoir (measured in ft AMSL or ft relative to the full pond contour with 100.0 ft corresponding to full pond) below which any Large Water Intake used for public water supply, industrial water supply or regional power plant water supply located on the reservoir will not operate at its Licensee-approved capacity
CWG	Clean Water Group
DCP	Drought Contingency Plan: the plan used by the USACE to manage water quantity in the USACE Reservoirs in the Savannah River Basin during drought
DMAG, KT-DMAG	Keowee-Toxaway Drought Management Advisory Group
DO	dissolved oxygen
EAP	Emergency Action Plan
EBCI	Eastern Band of Cherokee Indians

Existing License	License document issued to the Licensee for the Keowee-Toxaway Hydroelectric Project (FERC Project No. 2503) with an effective date of September 1, 1966, and including all license amendments since that time, with requirements relative to the Licensee's operation of the Project through the license expiration date of August 31, 2016, and as extended by an annual license(s)
°F	degrees Fahrenheit
FERC or Commission	Federal Energy Regulatory Commission (Note: The FERC refers to itself in license articles, other documents, and conversation as the "Commission.")
FOLKS	Friends of Lake Keowee Society, Inc.
Form 80	Licensed Hydropower Development Recreation Report: a form submitted by licensees to the FERC providing data on recreation amenities at FERC-licensed hydropower projects; Form 80 submittals required every six years beginning in 2015
ft	foot / feet
Full Pond Elevation	The level of a reservoir corresponding to the point at which water would first begin to spill from the reservoir's dam(s) or exceed the safety margin for a reservoir's dam(s) if the Licensee took no action; the level corresponds to the lowest point along the top of the floodgates for both Lake Jocassee and Lake Keowee
GA	Georgia
GW or Greenville Water	Legally known as the Commissioners of Public Works of the City of Greenville
HEP	Habitat Enhancement Program
Historic Properties	Sites, buildings, and structures included in or eligible for inclusion in the National Register of Historic Places
HPMP	Historic Properties Management Plan
Inconsistent Act	Any action by a Jurisdictional Body that increases the burden upon or cost or risk to a Party substantially beyond the burden, cost, or risk assumed by the Party in this Agreement, or deprives a Party of a substantial benefit promised by another Party in this Agreement, such as by relieving another Party of a substantial bargained-for obligation
Jurisdictional Body	A governmental body that has the authority to place requirements on the Licensee in accordance with statutory mandates (e.g., FERC, USFWS, NMFS, SCDHEC)
KT	Keowee-Toxaway
KT Basin	Keowee-Toxaway River Basin

Large Water Intake	Any water intake (e.g., public water supply, industrial, agricultural, power plant, irrigation, etc.) having a maximum instantaneous capacity greater than or equal to one million gallons per day (MGD)
Large Water Intake owner	The owner of a Large Water Intake (e.g., Greenville Water, City of Seneca, Licensee, etc.)
Licensee	Duke Energy Carolinas, LLC
Licensee's Reservoirs	Bad Creek Reservoir, Lake Jocassee, and Lake Keowee
LIP	Low Inflow Protocol; the plan used by the Licensee and others to manage water quantity in the Licensee's Reservoirs in the Savannah River Basin during drought
MEP	Maintenance and Emergency Protocol
MGD	million gallons per day
mg/L	milligrams per liter
MLCA	Mountain Lakes Community Association
MOA	memorandum of agreement
NC	North Carolina
NCSHPO	NC State Historic Preservation Office
New License	The license anticipated to be issued by the FERC to replace the Existing License
NMFS	National Marine Fisheries Service
NOA	New Operating Agreement; an agreement anticipated to replace the 1968 Agreement between the Licensee, USACE, and SEPA regarding required flow releases from the Keowee Development into the USACE's Hartwell Project
Normal Maximum Elevation	The level of a reservoir (measured in ft AMSL or feet relative to the full pond contour with 100.0 ft corresponding to full pond) that defines the top of the reservoir's Normal Operating Range for a given day of the year
Normal Minimum Elevation	The level of a reservoir (measured in ft AMSL or feet relative to the full pond contour with 100.0 ft corresponding to full pond) that defines the bottom of the reservoir's Normal Operating Range for a given day of the year
Normal Operating Range	The band of reservoir levels, between the Normal Maximum and Normal Minimum Elevations, within which the Licensee normally attempts to maintain a given reservoir on a given day
NRHP	National Register of Historic Places

Keowee-Toxaway Hydroelectric Project (FERC No. 2503)  
Relicensing Agreement

ONS	Oconee Nuclear Station
Park	Recreation areas provided and maintained by a county or state government which are available to the general public
PRC	Proposal Review Committee
Priority Species	Species given a priority status by the SCDNR's Comprehensive Wildlife Conservation Plan
Project	Keowee-Toxaway Hydroelectric Project
Project Access Area	Recreation land owned by the Licensee within the Project Boundaries which is available to the general public
Project Boundary (ies)	The line(s) demarking lands designated by the FERC as necessary for operation of the Project and therefore subject to FERC jurisdiction
Project Reservoirs	Lake Keowee and Lake Jocassee
RA or Agreement	Relicensing Agreement
RMP	Recreation Management Plan
RTE	Rare, Threatened or Endangered
RUN	Recreation Use and Needs
SC	South Carolina
SCDHEC	SC Department of Health and Environmental Control
SCDNR	SC Department of Natural Resources
SCDPRT	SC Department of Parks, Recreation and Tourism
SCSHPO	SC State Historic Preservation Office
SCWF	South Carolina Wildlife Federation
Seneca or Seneca Light & Water	City of Seneca
SEPA	Southeastern Power Administration
SHPO	State Historic Preservation Office
SMG	Shoreline Management Guidelines

SMP	Shoreline Management Plan: the Licensee's process for evaluating requests for lake use permits which includes the following components: digital orthographic aerial photography; GPS-based geo-videography; consultation materials; process for challenges to shoreline classification; Structure Renovation / Removal Process; riparian zone management information; Shoreline Stabilization Technique Selection Process ("SSTSP"); consultation process with the EBCI; True Public Marina requirements; SMG; and Shoreline Classification Maps and Lake Use Restrictions
Special Status Species	State- and federally listed RTE species and others listed as Species of Concern and Special Concern Species
SWPP	Source Water Protection Program
TBD	to be determined
THPO	Tribal Historic Preservation Office
True Public Marina	A commercial recreation area that provides for the public's use of Project lands and waters with facilities where boats can be launched, retrieved, or moored and where activities customarily associated with marinas are provided to the general public with no predetermination of user groups for the use of any of the land or water-based facilities, no membership requirements, and transient services (e.g., use of gas dock, restrooms, or pump-out facilities) do not require wet slip or dry storage rental
Upper Savannah River Basin	The portion of the Savannah River Basin draining into J. Strom Thurmond Lake
U.S. or US	United States
USACE	U.S. Army Corps of Engineers
USACE Reservoirs	Hartwell Lake, Richard B. Russell Lake, and J. Strom Thurmond Lake
USEPA	U.S. Environmental Protection Agency
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey

(intentionally blank)



## APPENDIX D

### LOW INFLOW PROTOCOL (LIP) FOR THE KEOWEE-TOXAWAY HYDROELECTRIC PROJECT

#### Purpose

To establish a joint management plan that Duke Energy Carolinas, LLC (Licensee); Seneca Light & Water (Seneca), Greenville Water (GW), any public water suppliers that add Large Water Intakes withdrawing water from Project Reservoirs (Jocassee and Keowee); and any public water suppliers with Large Water Intakes on the U.S. Army Corps of Engineers' (USACE) Reservoirs (Hartwell, Russell and Thurmond) that choose to participate, will follow in response to drought conditions.

#### Key Facts and Assumptions

1. Importance of Human Health and Safety and the Integrity of the Public Water Supply and Electric Systems – Nothing in this LIP will limit the Licensee's ability to take any and all lawful actions necessary at the Keowee-Toxaway Hydroelectric Project ("Project") to protect human health and safety, to protect its equipment from damage, to ensure the stability of the regional electric grid, to protect the equipment of the Large Water Intake owners from damage, and to ensure the stability of public water supply systems; provided that nothing in the Relicensing Agreement (RA) or LIP obligates the Licensee to take any actions to protect the equipment of Large Water Intake owners from damage or to ensure the stability of public water supply systems. It is recognized that the Licensee may provide this protection without prior consultation or notification.
2. This LIP is intended to support management of the Licensee's Reservoirs (Bad Creek, Jocassee and Keowee) in the Upper Savannah River Basin for the Licensee's operations, while meeting the water resource needs of the public.
3. As of the date of this LIP, only five entities have Large Water Intakes withdrawing water from the Project. GW and Seneca are public water suppliers. The Licensee's Large Water Intake at Oconee Nuclear Station (ONS) is used for thermal power plant cooling. The Reserve at Lake Keowee and The Cliffs Club at Keowee Vineyards, LLC each use Large Water Intakes for irrigation. The Reserve at Lake Keowee and The Cliffs Club at Keowee Vineyards, LLC have easements with clauses permitting the Licensee to require water conservation measures during droughts.
4. Any public water supplier owning a Large Water Intake that intends to locate a new intake, expand an existing intake, or rebuild an existing intake on Lake Keowee will be required to abide by the applicable portions of this LIP, except as provided for in existing agreements (e.g., easements, leases, lake use permits or other written agreements) between the Large Water Intake owner and the Licensee.
5. Nothing in this LIP amends or replaces any other contract or agreement to which the Licensee and/or any other Large Water Intake owner is a party.
6. Revising the LIP – During the term of the New License, the Keowee-Toxaway Drought Management Advisory Group (KT-DMAG) will periodically review and recommend updates to the LIP to ensure continuous improvement of the LIP and its implementation. These evaluations and modifications will be considered at least

once every ten (10) years during the New License term. Any modifications must be approved by the Licensee and all of the applicable public water suppliers with Large Water Intakes on Project Reservoirs. If such unanimous approval cannot be reached, then the dispute resolution procedures set forth in the RA will apply. Approved modifications will be incorporated through revision of the LIP, and the Licensee will file the revised LIP with the Federal Energy Regulatory Commission (FERC). If any modifications of the LIP require amendment of the New License, the Licensee will: (i) provide notice to all Parties to the RA, pursuant to Section 23.0 of the RA, advising them of the New License amendment and the Licensee's intent to file it with the FERC; (ii) submit a modification request to the South Carolina Department of Health and Environmental Control (SCDHEC) for formal review and approval if required; and (iii) file a license amendment request for FERC approval if required. The filing of a revised LIP by the Licensee will not constitute or require modification of the RA, and any Party to the RA may be involved in the FERC's or SCDHEC's public processes for assessing the revised LIP, but may not oppose any part of a revised LIP that is consistent with the LIP included in the RA.

7. Transitioning to a Lower Critical Reservoir Elevation on Lake Keowee – The Licensee will operate in accordance with the provisions of the LIP, except Lake Keowee's Critical Reservoir Elevation will remain at or above 94.6 ft local datum / 794.6 ft above Mean Sea Level (AMSL) until December 1, 2019, to allow time for ONS to be modified to support its operation at lower Lake Keowee levels. The Licensee may also, in its sole discretion, decide to maintain Lake Keowee's Critical Reservoir Elevation at or above 94.6 ft local datum / 794.6 ft AMSL until both of the following are complete:
  - a. A New License that is consistent with the RA has been issued, the end of all appeals, and all rehearing and administrative challenge periods have closed; and
  - b. The Licensee, the USACE, and the Southeastern Power Administration (SEPA) have signed a New Operating Agreement (NOA) that is not inconsistent with the RA.
8. The following table provides storage volumes at various lake elevations in the Licensee's Reservoirs. Data for the Bad Creek Reservoir are from original licensing data. Data for Lakes Jocassee and Keowee are from a 2010 bathymetric study performed by the Licensee. These data are for planning purposes and not of physical survey quality.

Reservoir	Elevations (ft local datum / ft AMSL)		Storage Increment (ac-ft)	Storage Increment (%)
	Elevation From	Elevation To		
Bad Creek	100.0 / 2310	-60.0 / 2150	30,229	7
	Total Bad Creek		30,229	
Jocassee	100.0 / 1110	86.0 / 1096	108,738	54
	86.0 / 1096	82.0 / 1092	30,000	
	82.0 / 1092	77.0 / 1087	36,687	
	77.0 / 1087	73.0 / 1083	28,730	
	73.0 / 1083	70.0 / 1080	21,233	
	Total Jocassee		225,387	
Keowee	100.0 / 800.0	96.0 / 796.0	67,636	39
	96.0 / 796.0	95.0 / 795.0	16,249	
	95.0 / 795.0	94.6 / 794.6	6,434	
	94.6 / 794.6	93.0 / 793.0	25,368	
	93.0 / 793.0	92.0 / 792.0	15,565	
	92.0 / 792.0	91.5 / 791.5	7,700	
	91.5 / 791.5	90.0 / 790.0	22,775	
	Total Keowee		161,727	
Total for Licensee's Reservoirs			417,343	100

## Definitions

1. Critical Reservoir Elevation – Unless otherwise defined herein, the Critical Reservoir Elevation is the level of water in a reservoir (measured by reference to local datum or in ft AMSL) below which any Large Water Intake used for public water supply, industrial water supply, or any regional power plant water supply located on the reservoir will not operate at its Licensee-approved capacity. The Critical Reservoir Elevations are:

Reservoir	Critical Reservoir Elevation (ft local datum / ft AMSL)	Type of Limit
Lake Keowee	90.0 <sup>1</sup> / 790.0 <sup>1</sup>	Power Production
Lake Jocassee	70.0 / 1080.0	Power Production
Bad Creek	-60.0 / 2150.0	Power Production

Note 1 – This new Critical Reservoir Elevation will become effective December 1, 2019, to allow time for ONS to be modified to support its operation at lower Lake Keowee levels. See Item 7 under Key Facts and Assumptions for guidance prior to converting to this new Critical Reservoir Elevation.

2. Total Usable Storage – For the Licensee's Reservoirs (Keowee, Jocassee, and Bad Creek), Total Usable Storage is the sum of the volume of water contained between

each reservoir's Critical Reservoir Elevation and its Full Pond Elevation, expressed in acre-feet (ac-ft). For the USACE Reservoirs in the Upper Savannah River Basin (Hartwell, Richard B. Russell, and J. Strom Thurmond), Total Usable Storage is the sum of the volume of water contained between each reservoir's bottom-of-power-pool elevation (top of inactive pool) and the guide curve elevation denoting the top of conservation storage for any particular time of year, expressed in ac-ft.

3. Remaining Usable Storage – The sum of the volume of water contained between each reservoir's Critical Reservoir Elevation and the actual reservoir elevation at any given point in time, expressed in ac-ft, for the Licensee's Reservoirs. The Remaining Usable Storage calculation for the Licensee's Reservoirs is based on a maximum drawdown elevation of 90 ft local datum / 790 ft AMSL for Lake Keowee, a maximum drawdown elevation of 70 ft local datum / 1080 ft AMSL for Lake Jocassee, and a maximum drawdown elevation of -60 ft local datum / 2150 ft AMSL for the Bad Creek Reservoir. For the USACE Reservoirs in the Upper Savannah River Basin (Hartwell, Richard B. Russell, and J. Strom Thurmond), Remaining Usable Storage is the sum of the volume of water contained between each reservoir's bottom-of-power-pool elevation (top of inactive pool) and the actual elevation, expressed in ac-ft.
4. Storage Index – The ratio, expressed in percent, of Remaining Usable Storage to Total Usable Storage at any given point in time.
5. Large Water Intake – Any water intake (e.g., public water supply, industrial, agricultural, power plant, irrigation, etc.) having a maximum instantaneous capacity greater than or equal to one million gallons per day (MGD).
6. Keowee-Toxaway Drought Management Advisory Group (KT-DMAG) – The KT-DMAG is a voluntary advisory group to be formed and tasked with working with the Licensee when the LIP is initiated. This KT-DMAG will also meet as necessary to foster a basin-wide response to a Low Inflow Condition (see Specific Actions at Each LIP Stage). The KT-DMAG will consist of a representative from each of the following organizations that decides to form or join the KT-DMAG. By agreeing to form or join the KT-DMAG, each Member agrees to comply with all applicable requirements of this LIP. Each KT-DMAG Member may have a primary representative and an alternate representative, who may act in the absence of the primary representative.
  - a. SC Department of Natural Resources (SCDNR);
  - b. SCDHEC;
  - c. US Geological Survey (USGS);
  - d. USACE;
  - e. Each owner of a Large Water Intake used for municipal, industrial, or power plant water supply located on the Project Reservoirs;
  - f. Each owner of a Large Water Intake used for municipal, industrial, or power plant water supply located on any tributary stream within the Keowee-Toxaway River Basin that ultimately drains to Lake Keowee and that agrees to coordinate its drought planning and management under the KT-DMAG;
  - g. Each owner of a Large Water Intake used for municipal, industrial, or power plant water supply located on the USACE Reservoirs that agrees to coordinate its drought planning and management under the KT-DMAG; and
  - h. Licensee (KT-DMAG Coordinator).

Members of the KT-DMAG will adopt a Charter to guide the operation of the KT-DMAG, as set forth in part below, and said Charter will require KT-DMAG Members to comply with the applicable requirements of this LIP. The KT-DMAG will meet at least annually (typically during the month of June), beginning in 2014 and continuing throughout the term of the New License, regardless of the Low Inflow Condition status, to review prior year activities, discuss data input from public water suppliers that are Large Water Intake owners, and discuss other issues relevant to the LIP. The Licensee will lead the formation of the KT-DMAG, will call meetings and set agendas, and will maintain an active roster of the KT-DMAG and update the roster as needed. The Licensee will prepare meeting summaries of all KT-DMAG meetings, make these meeting summaries available to the public by posting on its website, and notify Parties to the RA without specific responsibilities under the LIP of the availability of information on the current LIP status and possible actions.

## **Basic Responsibilities**

### Licensee's Responsibilities

The Licensee accepts the following basic responsibilities in furtherance of this LIP.

1. Monitor the following drought triggers and relevant data at least monthly or as specified for each LIP Stage.
  - Remaining Usable Storage in the Licensee's Reservoirs
  - Composite average of selected USGS streamflow gages (Twelvemile Creek near Liberty, SC (USGS Gage # 02186000); Chattooga River near Clayton, GA (USGS Gage # 02177000); French Broad River near Rosman, NC (USGS Gage # 03439000))
  - U.S. Drought Monitor for the Upper Savannah River Basin (i.e., from Thurmond Dam upstream)
  - Composite average of the Licensee's rainfall gauge readings at the Jocassee Pumped Storage Station, Keowee Hydro Station, and the Bad Creek Project
  - Oconee County USGS groundwater gage (USGS Gage # 345051083041800 OC-233) (Note: Data from other groundwater gages can be added in the future if beneficial.)
  - Remaining Usable Storage in the USACE Reservoirs downstream
  - USACE Savannah River Basin drought status
2. Coordinate KT-DMAG meetings including those noted for the particular drought stage. Provide to the KT-DMAG trigger updates, composite rainfall gauge readings, and operational and meteorological projections. Meetings can be in person, telephonic or by use of other appropriate communications. In consultation with KT-DMAG members, select and publicly communicate the LIP Stage based on the triggers established in this LIP.
3. Provide to the KT-DMAG the estimated water consumption rate by ONS (average for the current month and projections for the next month) and the estimated natural evaporation rate by reservoir from the Licensee's Reservoirs for the current month and projections for the next month.

4. Quantify total weekly flow releases (hydro generation, flood gate releases, hydro unit leakage, and dam seepage) made from the Keowee Development for the previous four weeks and provide to the KT-DMAG.
5. Coordinate with the USACE to make flow releases from Lake Keowee in accordance with the NOA between the Licensee, USACE, and SEPA regarding flow releases from the Keowee Development into the USACE's Hartwell Project and this LIP.
6. Depending on the LIP Stage, request voluntary or require mandatory water use restrictions for withdrawing water from the Licensee's Reservoirs to irrigate lakeside properties.
7. When operating in the LIP near Stage Minimum Elevations, except for flow releases required for ONS operations or situations covered by the Maintenance and Emergency Protocol (MEP), the Licensee will not make an intentional flow release from Keowee Dam if that flow release would reduce the level of Lake Jocassee or Lake Keowee below its Stage Minimum Elevation as specified for the applicable LIP stage.
8. When operating in the LIP, the Licensee will limit weekly flow releases from the Keowee Dam to no more than the maximum weekly flow release for the applicable LIP Stage except for flow releases required for ONS operations or situations covered in the MEP. The weekly flow release amount includes the sum of all water released downstream from the Keowee Dam (i.e., hydro unit generation plus hydro unit leakage plus dam seepage plus any flood gate releases).
9. Stage Minimum Elevations are defined for each Stage of the LIP. When a subsequent Stage of the LIP is reached, the Licensee agrees both Project Reservoirs must be within 0.25 ft of the Stage Minimum Elevation of the previous Stage of the LIP before each reservoir can be lowered to the next Stage Minimum Elevation.

#### Responsibilities of Large Water Intake Owners that are Public Water Suppliers

Large Water Intake owners that are public water suppliers withdrawing water from the Licensee's Reservoirs agree to the following basic responsibilities in furtherance of this LIP.

1. Provide to the Licensee current month and projections for next month's water use from the Licensee's Reservoirs and from any alternative water supply sources.
2. Provide to the Licensee an overview of system conditions related to water use from the Licensee's Reservoirs (i.e., leaks, status of alternative water sources, new or potential large water users, etc.).
3. Request or require water use restrictions from water customers and/or make greater use of alternative water sources for the purpose of reducing water withdrawals from the Licensee's Reservoirs below what those withdrawals would have been otherwise, consistent with best practices and operating principles for those Large Water Intake owners' systems in accordance with the specific actions listed in this document at each LIP stage.

## **LIP Stage Triggers**

For the purposes of this LIP, the following triggers will define the LIP Stage.

### Stage 0 (Low Inflow Watch) Drought Trigger Levels

1. Storage Index in USACE Reservoirs and Storage Index in the Licensee's Reservoirs are both less than 90% (using the Critical Reservoir Elevations defined above); and
2. One of the following triggers:
  - a. Twelve-week average of the area-weighted U.S. Drought Monitor for Upper Savannah River Basin (Thurmond Dam and upstream) is greater than or equal to 0; or
  - b. Streamflow based on composite average of selected USGS streamflow gages (Twelvemile Creek near Liberty, SC; Chattooga River near Clayton, GA; and French Broad River near Rosman, NC) is less than 85% of long-term average for the previous four months.

### Stage 1 Drought Trigger Levels

1. USACE implements Level 1 of its existing Drought Contingency Plan (DCP); and
2. One of the following triggers:
  - a. Twelve-week average of the area-weighted U.S. Drought Monitor for Upper Savannah River Basin (Thurmond Dam and upstream) is greater than or equal to 1; or
  - b. Streamflow based on composite average of selected USGS streamflow gages (Twelvemile Creek near Liberty, SC; Chattooga River near Clayton, GA; and French Broad River near Rosman, NC) is less than 75% of long-term average for the previous four months.

### Stage 2 Drought Trigger Levels

1. USACE implements Level 2 of its existing DCP; and
2. One of the following triggers:
  - a. Twelve-week average of the area-weighted U.S. Drought Monitor for Upper Savannah River Basin (Thurmond Dam and upstream) is greater than or equal to 2; or
  - b. Streamflow based on composite average of selected USGS streamflow gages (Twelvemile Creek near Liberty, SC; Chattooga River near Clayton, GA; and French Broad River near Rosman, NC) is less than 65% of long-term average for the previous four months.

### Stage 3 Drought Trigger Levels

1. USACE implements Level 3 of its existing DCP; and
2. One of the following triggers:
  - a. Twelve-week average of the area-weighted U.S. Drought Monitor for Upper Savannah River Basin (Thurmond Dam and upstream) is greater than or equal to 3; or

- b. Streamflow based on composite average of selected USGS streamflow gages (Twelvemile Creek near Liberty, SC; Chattooga River near Clayton, GA; and French Broad River near Rosman, NC) is less than 55% of long-term average for the previous four months.

#### Stage 4 Drought Trigger Levels

1. Storage Index in the Licensee's Reservoirs is less than 25%; and
2. One of the following triggers:
  - a. Twelve-week average of the area-weighted U.S. Drought Monitor for Upper Savannah River Basin (Thurmond Dam and upstream) is equal to 4; or
  - b. Streamflow based on composite average of selected USGS streamflow gages (Twelvemile Creek near Liberty, SC; Chattooga River near Clayton, GA; and French Broad River near Rosman, NC) is less than 40% of long-term average for the previous four months.

#### Specific Actions at Each LIP Stage

##### Stage 0

The Licensee will:

1. Notify the KT-DMAG members and the South Carolina Department of Parks, Recreation and Tourism (SCDPRT) that LIP Stage 0 has been reached;
2. Initiate drought meetings (typically monthly) among the KT-DMAG members and any other interested water system managers;
3. Provide detailed updates to the KT-DMAG on drought triggers and other relevant data, as noted in the Basic Responsibilities section;
4. Provide data to the KT-DMAG on the amount of water released from Lake Keowee for the previous four weeks;
5. Provide flow releases from Keowee Dam in accordance with the following limitations:
  - a. When the Storage Index for the Licensee's Reservoirs is below 90% but greater than or equal to 85%, limit the total maximum weekly flow release (i.e., hydro unit flow releases, flood gate flow releases, hydro unit leakage, and dam seepage) to 25,000 ac-ft (1800 cfs on a weekly average basis) or a lesser amount if required to avoid driving the level of Lake Jocassee or Lake Keowee below its Normal Minimum Elevation except flow releases required for ONS operations or situations covered by the MEP;
  - b. When the Storage Index for the Licensee's Reservoirs is below 85% but greater than or equal to 80%, limit the total maximum weekly flow release (i.e., hydro unit flow releases, flood gate flow releases, hydro unit leakage, and dam seepage) to 20,000 ac-ft (1440 cfs on a weekly average basis) or a lesser amount if required to avoid driving the level of Lake Jocassee or Lake Keowee below its Normal Minimum Elevation except flow releases required for ONS operations or situations covered by the MEP; and
6. Provide the drought stage and other relevant information on the Licensee's lake information website and toll-free telephone system.



Large Water Intake owners that are public water suppliers will provide detailed updates to the Licensee on relevant data as noted in the Basic Responsibilities section.

### Stage 1

The Licensee will:

1. Notify the FERC, KT-DMAG members and the SCDPRT that LIP Stage 1 has been reached;
2. Coordinate drought meetings (typically monthly) among the KT-DMAG members and any other interested water system managers;
3. Continue to provide detailed updates on drought triggers and other relevant data to the KT-DMAG, as noted in the Basic Responsibilities section;
4. Provide data to the KT-DMAG on the amount of water released from Lake Keowee for the previous four weeks;
5. Request those lake neighbors withdrawing water from the Licensee's Reservoirs for irrigating lakeside residential properties voluntarily limit their withdrawals to no more than two days per week, with the days to be specified by the Licensee;
6. Reduce the Minimum Elevation for Lake Keowee to 95.0 ft local datum / 795.0 ft AMSL (Stage 1 Minimum Elevation);
7. Reduce the Minimum Elevation for Lake Jocassee to 82.0 ft local datum / 1092.0 ft AMSL (Stage 1 Minimum Elevation);
8. Limit flow releases from Keowee Dam to a total maximum weekly flow release (i.e., hydro unit flow releases, flood gate flow releases, hydro unit leakage, and dam seepage) of 18,750 ac-ft (1350 cfs on a weekly average basis) or a lesser amount if required to avoid driving the level of Lake Jocassee or Lake Keowee below its Stage 1 Minimum Elevation except flow releases required for ONS operations or situations covered by the MEP; and
9. Provide the drought stage and other relevant information on the Licensee's lake information website and toll-free telephone system.

Large Water Intake owners that are public water suppliers will:

1. Notify their water customers of the Low Inflow Condition through public outreach and communication;
2. Reduce water withdrawals from Lake Keowee, as a goal, by 3-5% (or more) from the withdrawal amounts otherwise expected; and
3. Provide detailed updates on relevant data to the Licensee as noted in the Basic Responsibilities section.

### Stage 2

The Licensee will:

1. Notify the FERC, KT-DMAG members and the SCDPRT that LIP Stage 2 has been reached;
2. Coordinate drought meetings (typically bi-weekly) among the KT-DMAG members and any other interested water system managers;

3. Continue to provide detailed updates on drought triggers and other relevant data to the KT-DMAG, as noted in the Basic Responsibilities section;
4. Provide data to the KT-DMAG on the amount of water released from Lake Keowee for the previous two weeks;
5. Require those lake neighbors withdrawing water from the Licensee's Reservoirs for irrigating lakeside residential properties to limit their withdrawals to no more than two days per week, with the days to be specified by the Licensee;
6. Reduce the Minimum Elevation for Lake Keowee to 93 ft local datum / 793.0 ft AMSL (Stage 2 Minimum Elevation), but no lower than the appropriate Critical Reservoir Elevation;
7. Reduce the Minimum Elevation for Lake Jocassee to 77.0 ft local datum / 1087.0 ft AMSL (Stage 2 Minimum Elevation);
8. Limit flow releases from Keowee Dam to a total maximum weekly flow release (i.e., hydro unit flow releases, flood gate flow releases, hydro unit leakage, and dam seepage) of 15,000 ac-ft (1080 cfs on a weekly average basis) or a lesser amount if required to avoid driving the level of Lake Jocassee or Lake Keowee below its Stage 2 Minimum Elevation except flow releases required for ONS operations or situations covered by the MEP; and
9. Provide the drought stage and other relevant information on the Licensee's lake information website and toll-free telephone system.

Large Water Intake owners that are public water suppliers will:

1. Notify their water customers of the Low Inflow Condition through public outreach and communication with emphasis on the need to conserve water;
2. Reduce water withdrawals from Lake Keowee, as a goal, by 5-10% (or more) from the withdrawal amounts otherwise expected; and
3. Provide detailed updates on relevant data to the Licensee as noted in the Basic Responsibilities section.

### Stage 3

The Licensee will:

1. Notify the FERC, KT-DMAG members and the SCDPRT that LIP Stage 3 has been reached;
2. Coordinate drought meetings (typically bi-weekly) among the KT-DMAG members and any other interested water system managers;
3. Continue to provide detailed updates on drought triggers and other relevant data to the KT-DMAG, as noted in the Basic Responsibilities section;
4. Provide data to the KT-DMAG on the amount of water released from Lake Keowee for the previous two weeks;
5. Require those lake neighbors withdrawing water from the Licensee's Reservoirs for irrigating lakeside residential properties to limit their withdrawals to no more than one day per week, with the day to be specified by the Licensee;

6. Reduce the Minimum Elevation for Lake Keowee to 92.0 ft local datum / 792.0 ft AMSL (Stage 3 Minimum Elevation), but no lower than the appropriate Critical Reservoir Elevation;
7. Reduce the Minimum Elevation for Lake Jocassee to 73.0 ft local datum / 1083.0 ft AMSL (Stage 3 Minimum Elevation);
8. Limit flow releases from Keowee Dam to a total maximum weekly flow release (i.e., hydro unit flow releases, flood gate flow releases, hydro unit leakage, and dam seepage) of 10,000 ac-ft (720 cfs on a weekly average basis) or a lesser amount if required to avoid driving the level of Lake Jocassee or Lake Keowee below its Stage 3 Minimum Elevation except flow releases required for ONS operations or situations covered by the MEP; and
9. Provide the drought stage and other relevant information on the Licensee's lake information website and toll-free telephone system.

Large Water Intake owners that are public water suppliers will:

1. Notify their water customers of the Low Inflow Condition through public outreach and communication with increased emphasis on the need to conserve water;
2. Reduce water withdrawals from Lake Keowee, as a goal, by 10-20% (or more) from the withdrawal amounts otherwise expected; and
3. Provide detailed updates on relevant data to the Licensee as noted in the Basic Responsibilities section.

#### Stage 4

The Licensee will:

1. Notify the FERC, KT-DMAG members and the SCDPRT that LIP Stage 4 has been reached;
2. Coordinate bi-weekly (or more frequently if needed) drought meetings among KT-DMAG members and any other interested water system managers;
3. Continue to provide detailed updates on drought triggers and other relevant data to the KT-DMAG, as noted in the Basic Responsibilities section;
4. Provide data to the KT-DMAG on the amount of water released from Lake Keowee for the previous two weeks;
5. Require those lake neighbors withdrawing water from the Licensee's Reservoirs for irrigating lakeside residential properties to cease all such withdrawals;
6. Reduce the Minimum Elevation for Lake Keowee to 90.0 ft local datum / 790.0 ft AMSL (Stage 4 Minimum Elevation), but no lower than the appropriate Critical Reservoir Elevation;
7. Reduce the Minimum Elevation for Lake Jocassee to 70.0 ft local datum / 1080.0 ft AMSL (Stage 4 Minimum Elevation);
8. Limit flow releases from Keowee Dam to the following:
  - a. When the Storage Index for the Licensee's Reservoirs is below 25% but greater than 12%, except for flow releases required by the FERC, for ONS operations, or situations covered by the MEP, limit the total maximum weekly flow release (i.e.,

hydro unit flow releases, flood gate flow releases, hydro unit leakage, and dam seepage) to 7,500 ac-ft (540 cfs on a weekly average basis) or a lesser amount if required to avoid driving the level of Lake Jocassee below its Stage 4 Minimum Elevation and to maintain the level of Lake Keowee at or above 91.5 ft local datum / 791.5 ft AMSL or its Critical Reservoir Elevation, whichever is higher;

- b. When the Storage Index for the Licensee’s Reservoirs is at or below 12%, cease making hydro unit and floodgate flow releases, except for flow releases required by the FERC, for ONS operations, or situations covered by the MEP.
9. Provide the drought stage and other relevant information on the Licensee’s lake information website and toll-free telephone system.

Large Water Intake owners that are public water suppliers will:

1. Notify their water customers of the Low Inflow Condition through public outreach and communication with increased emphasis on the need to conserve water;
2. Reduce water withdrawals from Lake Keowee by 20-30% (or more) from the withdrawal amounts otherwise expected; and
3. Provide detailed updates on relevant data to the Licensee as noted in the Basic Responsibilities section.

**Recovery from LIP Stages**

Recovery under this LIP as conditions improve will be accomplished by reversing the staged approach outlined above, except the only trigger to recover from a stage is for either the storage index for the Licensee’s Reservoirs or the USACE drought trigger to be exceeded for the current stage as described below. The following table provides the storage levels required for recovery from a higher numbered “Stage Y” to a lower numbered “Stage X”:

Recovery from Stage Y to Stage X	Required Storage
From Stage 4 to Stage 3	Storage Index for the Licensee’s Reservoirs is greater than or equal to 25%
From Stage 3 to Stage 2	Storage for the USACE Reservoirs recovers to amount for initial implementation <sup>1</sup> of Level 2 of its DCP
From Stage 2 to Stage 1	Storage for the USACE Reservoirs recovers to amount for initial implementation <sup>1</sup> of Level 1 of its DCP
From Stage 1 to Stage 0	Storage for the USACE Reservoirs returns to amount required for Normal operations <sup>1</sup>
From Stage 0 to Normal	Storage Index for the Licensee’s Reservoirs is greater than or equal to 90%

Note 1 – These are USACE storage amounts that indicate when the USACE increases its drought level (Normal to 1, 1 to 2 or 2 to 3) which is not the same storage amount that indicates when USACE decreases its drought level (3 to 2, 2 to 1 or 1 to Normal). The USACE requires greater storage amounts when recovering from drought (decreasing drought levels).

## APPENDIX E

### MAINTENANCE AND EMERGENCY PROTOCOL (MEP) FOR THE KEOWEE-TOXAWAY HYDROELECTRIC PROJECT

#### Introduction

Under some emergency, equipment failure, power plant maintenance, and other situations, certain license conditions may be impractical or even impossible to meet and may need to be suspended or modified temporarily to avoid taking unnecessary risks. The objectives of this protocol are to define the most likely situations of this type, identify the potentially impacted license conditions, and outline the general approach the Licensee will take to mitigate the impacts to license conditions and to communicate with the resource agencies and affected parties.

Note: Due to the potential variability of these situations, this protocol is not intended to give an exact step-by-step solution for all situations. It does, however, provide basic expectations for the Licensee's approach to dealing with such situations. Specific details will vary and will be determined on a case-by-case basis as the protocol is implemented.

The Licensee will review the requirements of this protocol each time it is used and may revise the MEP from time to time as noted below.

#### Key Facts and Definitions

1. Human Health and Safety and the Integrity of the Public Water Supply and Electric Systems – Nothing in this protocol will limit the Licensee's ability to take any and all lawful actions necessary at the Keowee-Toxaway Hydroelectric Project (Project) to protect human health and safety, to protect its equipment from damage, to ensure the stability of the regional electric grid, to protect the equipment of the Large Water Intake owners from damage, and to ensure the stability of public water supply systems; provided that nothing in the Relicensing Agreement ("RA") or MEP obligates the Licensee to take any actions to protect the equipment of Large Water Intake owners from damage or to ensure the stability of public water supply systems. It is recognized the Licensee may provide this protection without prior consultation or notification.
2. Normal Full Pond Elevation – Also referred to simply as "full pond," this is the level of a reservoir corresponding to the point at which water would first begin to spill from the reservoir's dam(s) if the Licensee took no action. This level corresponds to the lowest point along the top of the floodgates for Project Reservoirs (i.e., Lake Jocassee and Lake Keowee). To avoid confusion among the many reservoirs the Licensee operates, it has adopted the practice of referring to the Full Pond Elevation for all of its reservoirs as equal to 100.0 ft relative to local datum. The Full Pond Elevations for the Project Reservoirs are:

Reservoir	Full Pond Elevation	
	Local Datum (ft)	Above Mean Sea Level (ft AMSL)
Lake Jocassee	100.0	1110.0
Lake Keowee	100.0	800.0

3. **Normal Minimum Elevation** – The level of a reservoir (measured in ft AMSL, or feet relative to the full pond contour with 100.0 ft corresponding to full pond) that defines the bottom of the reservoir’s Normal Operating Range for a given day of the year. If inflows and outflows to the reservoir are kept within some reasonable range of the average or expected amounts, hydroelectric project equipment is operating properly, and neither the Low Inflow Protocol (LIP) nor MEP has been implemented, reservoir level excursions below the Normal Minimum Elevation should not occur.
4. **Normal Maximum Elevation** – The level of a reservoir (measured in ft AMSL, or feet relative to the full pond contour with 100.0 ft corresponding to full pond) that defines the top of the reservoir’s Normal Operating Range for a given day of the year. If inflows and outflows to the reservoir are kept within some reasonable range of the average or expected amounts, hydroelectric project equipment is operating properly, and neither the LIP nor MEP has been implemented, reservoir level excursions above the Normal Maximum Elevation should not occur.
5. **Normal Operating Range** – The band of reservoir levels within which the Licensee normally attempts to maintain a given reservoir on a given day. Each Project Reservoir has its own specific Normal Operating Range bounded by a Normal Maximum Elevation and a Normal Minimum Elevation. If inflows and outflows to the reservoir are kept within some reasonable range of the average or expected amounts, hydroelectric project equipment is operating properly and neither the LIP nor MEP has been implemented, reservoir level excursions outside of the Normal Operating Range should not occur. The New License for the Project includes the Normal Operating Ranges for the Project Reservoirs (i.e., Normal Minimum, Normal Maximum) as listed in the proposed Reservoir Elevations License Article and as follows.

<b>Reservoir</b>	<b>Normal Maximum Elevation</b> (ft local datum / ft AMSL)	<b>Normal Minimum Elevation</b> (ft local datum / ft AMSL)
Lake Jocassee	100.0 / 1110.0	86.0 / 1096.0
Lake Keowee	100.0 / 800.0	96.0 / 796.0

6. **Returning to Normal** – Some of the situations noted in this MEP can impact the Licensee’s ability to operate the Project in the most efficient and safest manner for power production. The Licensee will therefore endeavor in good faith to repair existing Project equipment and facilities and return them to service within a reasonable period of time, commensurate with the severity of the equipment / facility repair requirements. If the Licensee decides that repair is not cost-effective or that hydro station or dam retirement is necessary, the Licensee will notify the Parties to the RA, pursuant to Section 23.0 of the RA and consult with them as well as with the Federal Energy Regulatory Commission (FERC) to determine any necessary modifications of the New License and / or the RA.
7. **Incidental Maintenance** – This is a maintenance activity at the Project works that is very brief in nature or that requires minimal if any deviation from normal license conditions and that does not require deviation from any license conditions related to prescribed flow releases from Project structures, or the Normal Operating Ranges for reservoir levels, or that is less than 72 hours in duration and will not require any excursions below any applicable Critical Reservoir Elevations. Except for the notification steps identified in the tables below for communication with resource agencies and affected parties for conditions

that impact prescribed flow releases, Incidental Maintenance is exempt from the requirements of this protocol.

8. Notification Guidance

- a. Scheduled Maintenance that Affects License Conditions – Typically, scheduled maintenance is planned in advance. Once a likely maintenance schedule has been established, the Licensee will endeavor in good faith to provide as much advance notice as possible to the affected parties identified in this protocol.
- b. Unscheduled Maintenance and Emergencies that Affect License Conditions – It is not possible for the Licensee to assure any level of advance notice. For these situations, the Licensee will endeavor in good faith to inform the affected parties identified in this protocol within some reasonable amount of time after the situation has been identified.

9. Relationship Between this MEP and the LIP – The LIP provides for reductions in Project water use and modification of the Normal Operating Ranges for reservoir levels when water demands on Project Reservoirs substantially exceed net inflow. Lowered reservoir levels caused by situations addressed under this MEP will not invoke implementation of the LIP. Also, if the LIP has already been implemented at the time this MEP is initiated, the Licensee will typically suspend its implementation of the LIP requirements until the MEP situation has been eliminated. The Licensee may however choose to continue with the LIP.

10. Peak Recreation Period – The period when recreation use on Project Reservoirs is generally at the highest levels (i.e., April 1 through September 30).

11. Critical Reservoir Elevation – Unless otherwise defined herein, the Critical Reservoir Elevation is the level of water in a reservoir (measured by reference to local datum or in ft AMSL) below which any Large Water Intake used for public water supply, industrial water supply, or any regional power plant water supply located on the reservoir will not operate at its Licensee-approved capacity. The Critical Reservoir Elevations are as follows.

<b>Reservoir</b>	<b>Critical Reservoir Elevation (ft local datum / ft AMSL)</b>	<b>Type of Limit</b>
Lake Jocassee	70.0 / 1080.0	Power Production
Lake Keowee	90.0 <sup>1</sup> / 790.0 <sup>1</sup>	Power Production

Note 1 - This new Critical Reservoir Elevation of 90.0 / 790.0 will become effective December 1, 2019 to allow time for ONS to be modified to support its operation at lower Lake Keowee levels. See Item 12 below for guidance prior to converting to this new Critical Reservoir Elevation.

12. Transitioning to a Lower Critical Reservoir Elevation on Lake Keowee – The Licensee will operate in accordance with the provisions of the MEP, except Lake Keowee’s Critical Reservoir Elevation will remain at or above 94.6 ft local datum / 794.6 ft AMSL until December 1, 2019, to allow time for ONS to be modified to support its operation at lower Lake Keowee levels. The Licensee may also, in its sole discretion, decide to maintain Lake Keowee’s Critical Reservoir Elevation at or above 94.6 ft local datum / 794.6 ft AMSL until both of the following are complete:

- a. A New License that is consistent with the RA has been issued, the end of all appeals, and all rehearing and administrative challenge periods have closed; and

- b. The Licensee, the United States Army Corps of Engineers, and the Southeastern Power Administration have signed a New Operating Agreement (NOA) that is not inconsistent with the RA.
13. Abbreviations for Organizational Contacts – Greenville Water (GW); North Carolina State Historic Preservation Office (NCSHPO); Seneca Light and Water (Seneca); South Carolina Department of Natural Resources (SCDNR); South Carolina Department of Health and Environmental Control (SCDHEC); South Carolina State Historic Preservation Office (SCSHPO); United States Fish and Wildlife Service (USFWS); the Eastern Band of Cherokee Indians (EBCI); US Army Corps of Engineers - Savannah District (USACE); South Carolina Department of Parks, Recreation and Tourism (SCDPRT); Friends of Lake Keowee Society (FOLKS), Advocates for Quality Development (AQD), and Mountain Lakes Community Association (MLCA).
  14. Voltage and Capacity Emergencies – The electric transmission system serving the Project area is part of the Licensee's main transmission system. The Licensee's system is connected to other large transmission systems located in the southeast. If the Licensee's system reliability is at risk due to Voltage and Capacity Emergencies, the ability to provide secure and continuous electric service to the Licensee's electric customers becomes compromised. The Licensee continuously monitors the electric transmission system. Therefore, for the purposes of this protocol, a Voltage or Capacity Emergency shall exist when declared by the Licensee.
  15. Large Water Intake – Any water intake (e.g., public water supply, industrial, agricultural, power plant, irrigation, etc.) having a maximum instantaneous capacity greater than or equal to one million gallons per day (MGD).
  16. Preparation for High Inflow Events – With modern forecasting, it is possible to forecast many high inflow events days in advance and to increase hydro generation hours to lower reservoir levels to reduce the potential for spilling and high water. This type of advance action is typically taken from one to five days or more before the expected arrival of the storm. The Normal Operating Ranges of reservoir levels may not allow for this type of reservoir level reduction under anticipated heavy inflow circumstances, and therefore, allowances are made in this MEP to lower reservoir levels below the Normal Minimum Elevations if needed in preparation for such events.
  17. Revising the MEP – The Licensee will review the requirements of this MEP each time it is used and will consult with the organizations listed in Item 13 above if the Licensee determines modifications are warranted. If the MEP is modified, the Licensee will inform the Parties to the RA. If any modifications of the MEP require amendment of the New License, the Licensee will: (i) provide notice to all Parties to the RA, pursuant to Section 23.0 of the RA, advising them of the proposed New License amendment and the Licensee's intent to file it with the FERC; (ii) request the SCDHEC formally review and approve modification of the 401 WQC if required; and (iii) file a license amendment request for FERC approval if required. The filing of a revised MEP by the Licensee will not by itself constitute or require modification of the RA, and any Party to the RA may be involved in the FERC's or SCDHEC's public processes for assessing the revised MEP, but may not oppose any part of a revised MEP that is consistent with the MEP included in the RA.



## Guidance for Responding to MEP Conditions

This section provides guidance for responding to the most likely MEP conditions (see Table 1 below) when this protocol will be enacted. Required flow releases and normal reservoir operating ranges are the license requirements most likely to be affected by MEP conditions.

**Table 1: Conditions and Potential Impacts to License Requirements**

Condition	Condition Name	Indications
MEP1	Hydro Unit Maintenance	Maintenance will require hydro unit shutdown
MEP2	Dam Safety Emergency	Condition A or B per the Emergency Action Plan (EAP) (i.e., dam failure has occurred, is imminent or a potentially hazardous situation exists) or some other dam safety concern is identified
MEP3	Voltage or Capacity Emergency	Voltage or capacity conditions on the electric grid in the Licensee's system or the larger regional electric grid cause the Licensee's system reliability and safety to be at risk and a voltage or capacity emergency is declared by the Licensee
MEP4	Reservoir Drawdown Below Normal Minimum Elevation due to maintenance, emergency or other reasons (not due to low or high inflow)	The reservoir level is below Normal Minimum Elevation
MEP5	Expected or existing high inflow event	The water level at a reservoir is or is projected to be significantly above or below the Normal Operating Range

## Communication with Resource Agencies and Affected Parties

The Licensee will implement the appropriate communications based on the potential license requirements affected by the MEP condition. Communications include the following:

- Notification – The Licensee notifies the organization of the MEP event and the Licensee's planned actions; and
- Consultation – The Licensee notifies the organization of the MEP event and the Licensee's planned actions. The Licensee also requests input from the consulting organizations about options and alternatives to lessen the environmental, cultural, and human impacts of the MEP condition.

Generally, for unplanned and unscheduled MEP conditions, notifications occur as conditions unfold and will be followed by consultation.

### Condition MEP1.1 – Scheduled Hydro Unit Maintenance

#### Mitigating Actions

1. Scheduling – To the extent practical, the Licensee will avoid scheduling hydro unit maintenance requiring drawdowns of the Project Reservoirs below the Normal Minimum Elevation during the period April 1 to May 15 to protect black bass spawning and to avoid hindering the Licensee’s ability to provide recreation access during the Peak Recreation Period as defined above.
2. Drawing Down the Affected Reservoir –To minimize the impacts to its electric customers, the Licensee may choose to draw down a reservoir using its hydro units to minimize spillage from the dam during maintenance operations. The Licensee may draw down reservoir levels below the Normal Minimum Elevations, but not to levels below the applicable Critical Reservoir Elevations, unless such deeper drawdown is essential for access or safety.

#### Communication with Resource Agencies and Affected Parties

Condition MEP1.1 – Scheduled Hydro Unit Maintenance		
Notification	Consultation	Comments
FERC	AQD FOLKS Large Water Intake owners SCDHEC SCDNR SCDPRT USACE USFWS	If the maintenance will affect any Normal Operating Range for Project Reservoir levels, provide notification and initiate consultation when maintenance schedules are determined, but at least 30 days prior to beginning any reservoir drawdown or the hydro unit maintenance.
	NCSHPO <sup>1</sup> SCSHPO EBCI	Consult no less than 30 days prior to the planned activity if required by the Historic Properties Management Plan.
AQD FOLKS MLCA Project Access Area Lessees <sup>2</sup>		The Licensee will implement notification procedures for any temporary closures of recreation facility/access areas (e.g., closure due to extended low reservoir levels) in accordance with the Recreation Management Plan.
General Public		When the Licensee determines the response to a MEP condition will potentially impact license conditions, the Licensee will add appropriate messages to its public information Web site and its reservoir level toll-free phone system plus implement other appropriate measures to inform the general public.

Note 1 - If Lake Jocassee is the reservoir being drawn down

Note 2 - If affected by the maintenance

**Condition MEP1.2 – Unscheduled Hydro Unit Maintenance**

Mitigating Actions

1. Drawing Down the Affected Reservoir –To minimize the impacts to its electric customers, the Licensee may choose to draw down a reservoir using its hydro units to minimize spillage from the dam during maintenance operations. The Licensee may draw down reservoir levels below the Normal Minimum Elevations, but not to levels below the applicable Critical Reservoir Elevations, unless such deeper drawdown is essential for access or safety.

**Communication with Resource Agencies and Affected Parties**

<b>Condition MEP1.2 – Unscheduled Hydro Unit Maintenance</b>		
<b>Notification</b>	<b>Consultation</b>	<b>Comments</b>
FERC AQD FOLKS Large Water Intake owners MLCA SCDHEC SCDNR SCDPRT USACE USFWS	AQD FOLKS Large Water Intake owners SCDHEC SCDNR SCDPRT USACE USFWS	If the maintenance will affect any Normal Operating Range for Project Reservoir levels, perform notification promptly after the unscheduled maintenance begins, but no longer than 10 days afterwards. Initiate consultation within 10 days.
NCSHPO <sup>1</sup> SCSHPO EBCI	NCSHPO <sup>1</sup> SCSHPO EBCI	Consult if required by the Historic Properties Management Plan.
AQD FOLKS MLCA Project Access Area Lessees <sup>2</sup>		The Licensee will implement notification procedures for any temporary closures of recreation facility/access areas (e.g., closure due to extended low reservoir levels) in accordance with the Recreation Management Plan.
General Public		When the Licensee determines the response to a MEP condition will potentially impact license conditions, the Licensee will add appropriate messages to its public information Web site and its reservoir level toll-free phone system and implement other appropriate measures to inform the general public.

Note 1 - If Lake Jocassee is the reservoir being drawn down

Note 2 - If affected by the maintenance

**Condition MEP2 – Dam Safety Emergency**

Mitigating Actions

1. Safety Must Come First – If a Condition A or B is declared per the Licensee’s EAP, or if other dam safety concerns arise, the Licensee may modify or suspend any license conditions immediately and for as long as necessary to restore the dam to a safe condition.

**Communication with Resource Agencies and Affected Parties**

<b>Condition MEP2 – Dam Safety Emergency</b>	
<b>Timing of Communication</b>	<b>Comments</b>
During EAP Condition A or B	Conducted strictly in accordance with the Licensee’s EAP. In cases where dam safety concerns arise that are not a Condition A or B per the Licensee’s EAP, consultation with resource agencies and affected parties will occur as soon as practical after the dam safety concern arises.
Once Dam Safety Conditions Have Stabilized	When the Licensee determines the response to a MEP condition will potentially impact license conditions, the Licensee will add appropriate messages to its public information Web site and its reservoir level toll-free telephone system to inform the general public.
Access Area Closure Notification	The Licensee will implement notification procedures for any temporary closures of recreation facility/access areas (e.g., closure due to extended low reservoir levels) in accordance with the Recreation Management Plan.

### Condition MEP3 – Voltage and Capacity Emergencies

#### Mitigating Actions

1. Suspension of the Normal Operating Ranges for Reservoir Levels – If a voltage or capacity emergency (as defined above) occurs, the Licensee may modify or suspend reservoir level operating limitations immediately and for as long as necessary, if doing so would allow additional hydro station operation needed to restore the electric grid to a stable condition. Reservoir levels will not be reduced below the applicable Critical Reservoir Elevations.

#### **Communication with Resource Agencies and Affected Parties**

<b>Condition MEP3 – Voltage and Capacity Emergencies</b>		
<b>Notification</b>	<b>Consultation</b>	<b>Comments</b>
FERC SCDNR SCDHEC SCDPRT USFWS USACE Large Water Intake owners	Large Water Intake owners SCDHEC SCDNR SCDPRT USACE USFWS	Perform notification as soon as practical, but no longer than 10 days following the deviation from a license condition for Voltage or Capacity Emergency reasons. Initiate consultation as soon as practical.
NCSHPO <sup>1</sup> SCSHPO EBCI	NCSHPO <sup>1</sup> SCSHPO EBCI	Consult if required by the Historic Properties Management Plan.
AQD FOLKS MLCA Project Access Area Lessees <sup>2</sup>		The Licensee will implement notification procedures for any temporary closures of recreation facility/access areas (e.g., closure due to extended low reservoir levels) in accordance with the Recreation Management Plan.
General Public		When the Licensee determines the response to a MEP condition will potentially impact license conditions, the Licensee will add appropriate messages to its public information Web site and its reservoir level toll-free telephone system plus implement other appropriate measure to inform the general public.

Note 1 - If Lake Jocassee is the reservoir being drawn down

Note 2 - If affected by the maintenance

**Condition MEP4.1 – Reservoir Drawdown (Planned)**

Mitigating Actions

1. Scheduling – To the extent practical, the Licensee will avoid scheduling drawdowns of the Project Reservoirs below the Normal Minimum Elevations during the period from April 1 to May 15 to protect black bass spawning and to avoid hindering the Licensee’s ability to provide recreation access during the Peak Recreation Period as defined above.
2. Avoid Falling Below Critical Reservoir Elevations – To the extent practical, the Licensee will avoid falling below the applicable Critical Reservoir Elevations as noted above.

**Communication with Resource Agencies and Affected Parties**

<b>Condition MEP4.1 – Reservoir Drawdown (Planned)</b>		
<b>Notification</b>	<b>Consultation</b>	<b>Comments</b>
FERC AQD FOLKS Large Water Intake owners SCDHEC SCDNR SCDPRT USACE USFWS	Large Water Intake owners SCDHEC SCDNR SCDPRT USACE USFWS	Provide notification and consult when approximate drawdown dates are determined, but at least 30 days prior to beginning drawdown.
	NCSHPO <sup>1</sup> SCSHPO EBCI	Consult no less than 30 days prior to the planned activity if required by the Historic Properties Management Plan.
MLCA Project Access Area Lessees <sup>2</sup>		The Licensee will implement notification procedures for any temporary closures of recreation facility/access areas (e.g., closure due to extended low reservoir levels) in accordance with the Recreation Management Plan.
General Public		When the Licensee determines the response to a MEP condition will potentially impact license conditions, the Licensee will add appropriate messages to its public information Web site and its reservoir level toll-free telephone system implement other appropriate measures to inform the general public.

Note 1 - If Lake Jocassee is the reservoir being drawn down

Note 2 - If affected by the maintenance

**Condition MEP4.2 – Reservoir Drawdown (Unplanned)**

Mitigating Actions

1. Avoid Falling Below Critical Reservoir Elevations – To the extent practical, the Licensee will avoid falling below the applicable Critical Reservoir Elevations as noted above.

**Communication with Resource Agencies and Affected Parties**

<b>Condition MEP4.2 – Reservoir Drawdown (Unplanned)</b>		
<b>Notification</b>	<b>Consultation</b>	<b>Comments</b>
FERC AQD FOLKS Large Water Intake owners SCDHEC SCDNR SCDPRT USACE USFWS	Large Water Intake owners SCDHEC SCDNR SCDPRT USACE USFWS	Perform notification as soon as practical, but no longer than 10 days after the drawdown begins. Begin consultation within 10 days after the drawdown begins.
NCSHPO <sup>1</sup> SCSHPO EBCI	NCSHPO <sup>1</sup> SCSHPO EBCI	Consult if required by the Historic Properties Management Plan.
MLCA Project Access Area Lessees <sup>2</sup>		The Licensee will implement notification procedures for any temporary closures of recreation facility/access areas (e.g., closure due to extended low reservoir levels) in accordance with the Recreation Management Plan.
General Public		When the Licensee determines the response to a MEP condition will potentially impact license conditions, the Licensee will add appropriate messages to its public information Web site and its reservoir level toll-free telephone system and to implement other appropriate measures to inform the general public.

Note 1 - If Lake Jocassee is the reservoir being drawn down

Note 2 - If affected by the maintenance drawdown

**Condition MEP5 – Expected or Existing High Inflow Event**

Mitigating Actions

1. As outlined in the Key Facts and Definitions section of this protocol, in preparation for high inflow events and to minimize the potential for unplanned spillage the Licensee may reduce reservoir levels below the Normal Minimum Elevation, but not below the applicable Critical Reservoir Elevations. Reservoir levels may also rise significantly above Normal Maximum Elevations as a result of high inflow events. The reservoir levels may be below Normal Minimum Elevations or above Normal Maximum Elevations for as long as necessary to minimize the effects of the high inflow event on the Project Reservoirs and downstream reservoirs and to manage reservoir elevations during high inflow events.

**Communication with Resource Agencies and Affected Parties**

<b>Condition MEP5 – Expected or Existing High Inflow Event</b>	
<b>Notification</b>	<b>Comments</b>
FERC SCDHEC SCDNR SCDPRT USACE USFWS	The Licensee will perform notification as soon as practical following or prior to a deviation from license requirements for an existing or expected high inflow event.
AQD FOLKS MLCA Project Access Area Lessees	The Licensee will implement notification procedures for any temporary closures of recreation facility/access areas (e.g., closure due to extended low or high reservoir levels) in accordance with the Recreation Management Plan.
General Public	When the Licensee determines the response to a MEP condition will potentially impact license conditions, the Licensee will add appropriate messages to its public information Web site and its reservoir level toll-free phone system plus implement other appropriate measure to inform the general public.



## APPENDIX F MAPS

Figure F-1 Property Map

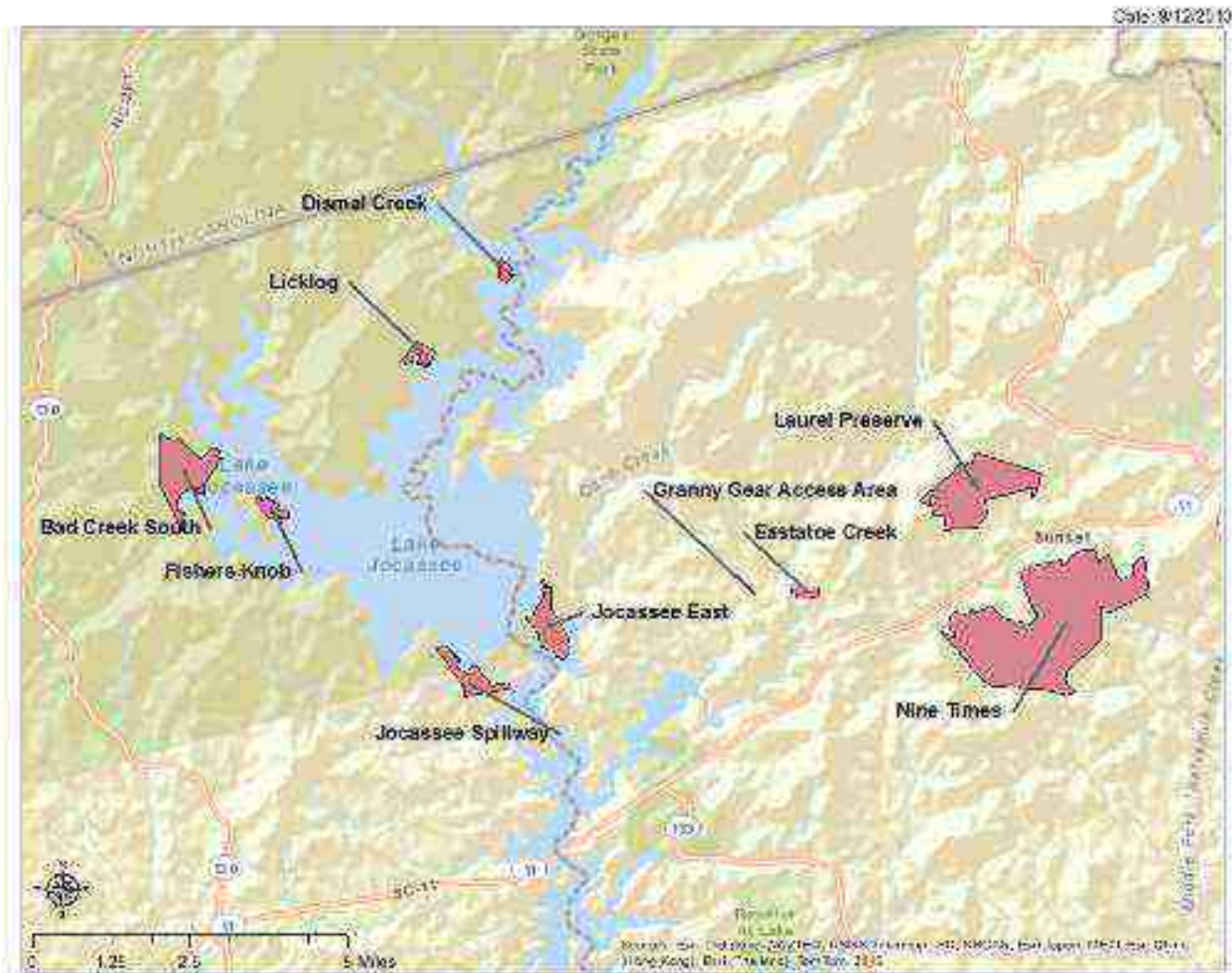
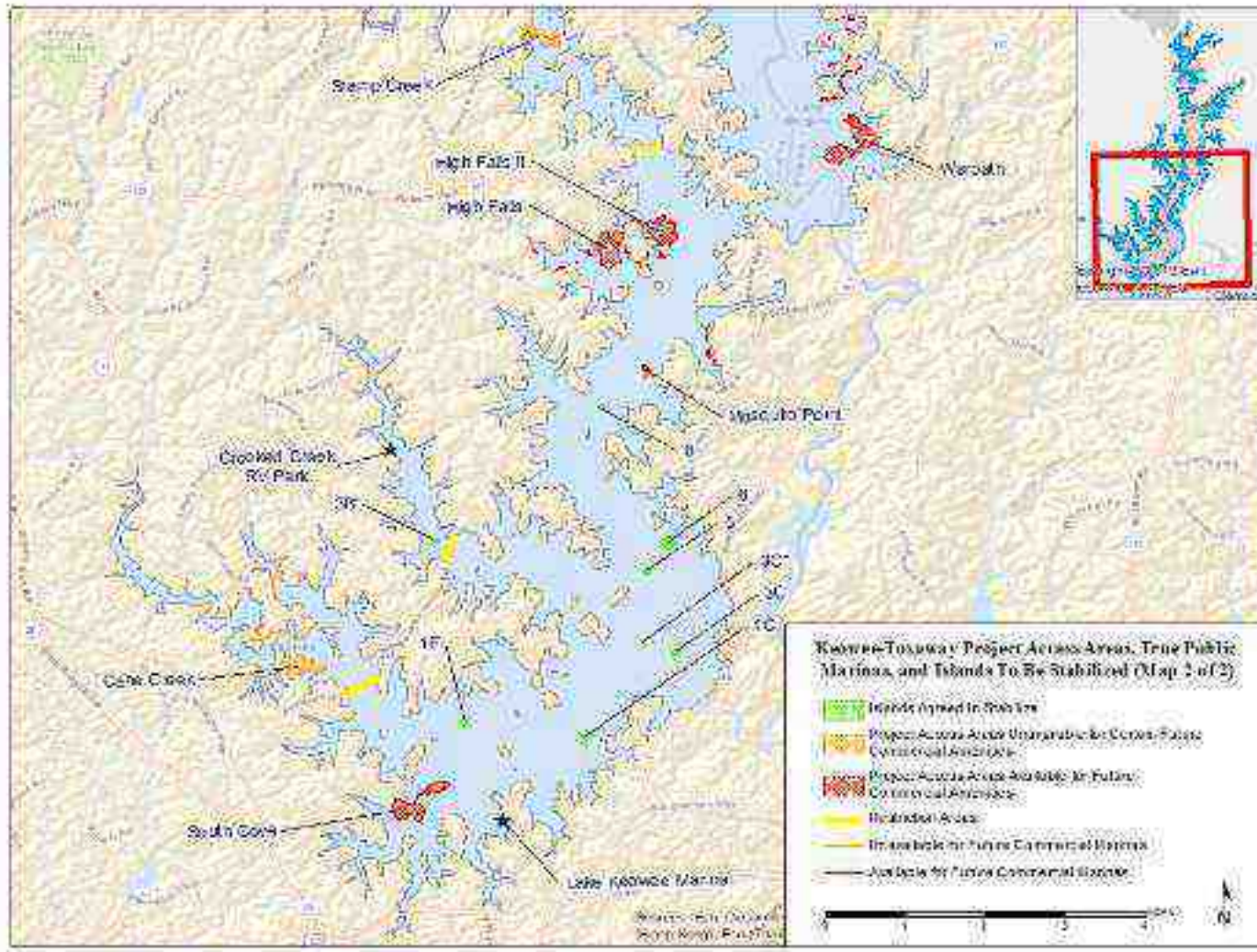






Figure F-3 Lake Keowee (south)



(intentionally blank)

## **APPENDIX G**

### **PROCEDURE TO ALLOW DOCKS TO FOLLOW THE WATER**

#### **Purpose**

Dock owners, including owners of commercial and residential marinas and public recreation facilities, may “follow the water” in an effort to maintain usability of their boats or docks during LIP Stages 2, 3, or 4. The requirements stated below apply to following the water.

#### **Procedure**

1. The Licensee shall work with the SCDHEC and the USACE to obtain revised General Permits for construction in navigable waters, to allow following the water on Lake Jocassee and Lake Keowee. The Parties acknowledge the Licensee may not allow following the water prior to issuance of said General Permits.
2. Following the water is authorized upon the Licensee’s public declaration of LIP Stage 2, 3 or 4. Following the water is no longer allowed once the Licensee publicly declares LIP Stage 1, 0 or Normal.
3. Dock owners shall return their boats or docks to their permitted locations and orientations and remove all temporary anchor pins within 14 calendar days following the Licensee’s public declaration of returning to LIP Stage 1, 0, or Normal.
4. During periods where following the water has been authorized, the Licensee may waive strict application of the then-current SMG requirements that would conflict with following the water (e.g., maximum distance from shoreline, one-third of the cove width, projection of property lines, maximum number of boats moored, etc.).
5. The Licensee reserves the right to require boat and dock owners to immediately restore their boats and docks to their original permitted locations if the owner is not meeting one or more of the requirements for following the water in this Appendix G or one or more of the then-current SMG requirements not waived by the Licensee.
6. Following the water shall not prevent or block access to existing docks or coves or negatively impact shoreline classified as Environmental or Natural under the Licensee’s SMP.
7. Dock owners choosing not to move their docks may moor their boats at docks belonging to other property owners during periods when following the water is allowed if prior permission is obtained from the property owner.
8. The temporary relocation of boats or docks and temporary anchoring of these facilities must not create public safety hazards, navigational hazards, or other issues.
9. No electricity-carrying lines coming from the shoreline can be connected to docks while they are following the water.
10. The Licensee shall not require a lake use permit application or charge any lake use permit-related fees to dock owners to follow the water or to make minor modifications to the docks that would facilitate moving them closer to the water

(e.g., adding wheels or sleds to gangways, or the like), provided the modification does not result in increased square footage for the dock.

11. The Licensee shall provide information and best-management suggestions for following the water on its website and direct callers to its recorded telephone message line to access the website for such suggestions.

## APPENDIX H

### HABITAT ENHANCEMENT PROGRAM (HEP) FOR THE KEOWEE-TOXAWAY HYDROELECTRIC PROJECT

#### Purpose

The purpose of the HEP is to create, enhance, and protect aquatic and wildlife habitat within the Project Boundaries, including Keowee-Toxaway Hydroelectric Project (Project) Reservoirs and islands, plus any part of the watershed draining into Project Reservoirs by encouraging, reviewing, evaluating, and funding proposals to accomplish this purpose.

#### HEP Administration

The HEP will be administered in accordance with a Charter that will be developed by the Licensee in cooperation with other interested Parties to the Relicensing Agreement (RA) no later than the SMP Effective Date (defined in Section 7.3 of the RA). Charter development will begin no later than May 1, 2014. The Charter will include the following elements.

- Establishment of a Proposal Review Committee (PRC) – The PRC will consist of at least five voting members with knowledge of habitat issues representing Parties to the RA and one Licensee non-voting member to act as a facilitator. The PRC will be established and functioning prior to the distribution of any HEP funds.
- HEP Proposal Evaluation Schedules – Proposals requesting HEP funds may be submitted to the Licensee between May 1 and July 31 of each year beginning in 2015. In August of the same year, the Licensee will forward all proposals to the PRC for evaluation and funding recommendations. Funding for successful proposals will be awarded in October of the same year.
- HEP Proposal Evaluation – The PRC will establish an approach for evaluating and ranking proposals based on their potential to create, enhance, or protect aquatic and wildlife habitat. The PRC will have the flexibility to identify priority areas for funding plus specific criteria and other mechanisms for evaluating proposals. Proposals with cost sharing and/or in-kind support will be favored.
- HEP Proposal Recommendations – The PRC will review and evaluate all HEP proposals and recommend to the Licensee those worthy of funding. All PRC decisions will be by simple majority vote.
- Funding Decisions – The Licensee will determine final funding decisions for HEP proposals after considering PRC recommendations. It is the Licensee's intent to approve all PRC-recommended proposals and the Licensee will review reasons for not accepting a recommended proposal with the PRC.
- Periodic HEP Fee Evaluations – The PRC will evaluate the HEP fee schedule in conjunction with each SMP update to determine if the HEP fees should be changed. The Licensee will determine final HEP fee changes after considering the PRC's recommendations. It is the Licensee's expectation that it will approve all PRC-recommended HEP fees, and the Licensee will consult with the PRC before rejecting PRC recommended HEP fee changes. Such changes will not constitute or require a modification of the RA. Any Party to the RA may be involved in any Federal Energy Regulatory Commission (FERC) public process for assessing any HEP fee changes, but

may not oppose any part of a revised HEP fee schedule that is consistent with the HEP included in the RA.

- Licensee's HEP and PRC Responsibilities – The Licensee will be responsible for collecting fees, selecting PRC meeting dates, providing PRC meeting agendas, providing proposal copies to all PRC members in advance of the PRC meeting, producing PRC meeting summaries, requesting dispersal of HEP funds from the fund manager (see below), and collecting and distributing annual reports for funded projects.

## HEP Funding

To help establish the HEP, the Licensee will provide start-up funding which will be supplemented by fees assessed to anyone applying for lake use permits within the Project as outlined below.

**Table 1 – Applicable Fee Payments Into HEP**

Permit Type <sup>1</sup>	HEP Fee <sup>2</sup>
Commercial marina (except True Public Marina)	\$500 per slip
True Public Marina	\$500 per slip – first 100 slips \$250 per slip – all other slips
Private residential dock <sup>3</sup>	\$500
Private residential marina	\$500 per slip
Shoreline stabilization except for bioengineering stabilization	\$500
Bioengineering shoreline stabilization <sup>4</sup>	no HEP fee
Conveyances	\$5,000
Line crossings	\$500
Private excavations	\$500
All other excavations	\$5,000

<sup>1</sup> For combined permits, the highest listed fee will be required. For example, if a lake neighbor submits a combined application to the Licensee for a private dock and shoreline stabilization with rip-rap, the HEP fee would be \$500.

<sup>2</sup> Fee is only for the HEP and is in addition to any permit application fee, user fee, etc.

<sup>3</sup> Including dock expansions and other alterations requiring a permit under the SMP.

<sup>4</sup> HEP fees will be waived only for dock modifications needed to reach deeper water during the window of opportunity (see Section 7.5.2) and bioengineering shoreline stabilization defined in the SMG in effect at the time of proposal implementation and including techniques such as live staking, live fascines, brush mattresses, and reed clumps. HEP fees will also be waived for stabilization using coconut fiber rolls, hay bales, or spot rocks used to reduce wave energy



until vegetation is established. Enhanced rip-rap and crib walls will not qualify for a HEP fee waiver.

HEP fee collection as identified in Table 1 will begin on the SMP Effective Date. Initiating this program prior to the issuance of the New License will accelerate habitat improvements beneficial to the Project area.

All HEP fees will be collected by the Licensee at the time a final lake use permit request is submitted to the Licensee for evaluation. A separate check made payable to the KT HEP Fund must be received by the Licensee prior to processing any applicable final lake use permit request. If the permit is not approved for any reason, the HEP fee will be refunded to the permit requester.

Complete permit applications post-marked to the Licensee after the SMP Effective Date will be subjected to the applicable HEP Fee, including all marina facility and conveyance applications that have not been approved in writing or filed with the FERC, if applicable. Other than fees listed in Table 1 and the Licensee's HEP contribution, no contributions will be accepted by the HEP without the Licensee's approval at its sole discretion.

All HEP monies will be deposited and held by a local 501(c)(3) non-profit organization and dispersed for charitable purposes to implement Licensee-approved HEP proposals.

### **HEP Proposal Funding Eligibility**

Any HEP proposal for areas within the Project Boundaries, including the Project Reservoirs and islands, or any part of the watershed flowing into Project Reservoirs will be eligible for HEP funds. Proposals located within or immediately adjoining the Project Boundaries will be given the highest priority. Proposals along or in perennial tributary streams entering the Project Boundaries will be given the next highest priority. Proposals with cost-sharing and/or in-kind support will be favored.

Only entities undertaking Licensee-approved HEP project proposals may receive HEP funding. Organizations may submit proposals to bundle small projects from other types of entities. The Licensee will maintain a list of appropriate HEP fund recipients.

The Licensee will be responsible for any habitat enhancements at Project Access Areas that are not leased to another party. No funds for these enhancements will be provided by the HEP.

Proposals for projects within the Project Boundaries must conform to the then-current SMP when the enhancement will be implemented.

PRC members will not be precluded from submitting proposals, but must be recused from voting on their own proposals.

(intentionally blank)

## **APPENDIX I**

### **SOURCE WATER PROTECTION PROGRAM**

#### **Purpose**

The purpose of the Source Water Protection Program (SWPP) is to protect water quality within the Keowee-Toxaway Hydroelectric Project (Project) Reservoirs, and watersheds draining into Lakes Keowee and Jocassee, through a comprehensive, multi-faceted collaborative program described as follows.

#### **SWPP Administration**

The SWPP will be administered by a Clean Water Group (CWG), a 501(c)(3) non-profit organization to be formed consistent with achieving the focus areas specified below. Until such time as all of the Licensee's funding has been disbursed, the CWG will provide an annual report to the Licensee detailing how the Licensee's funds were spent and how such activities were consistent with the stated purpose of the SWPP. The annual report to the Licensee will include statements affirming that any limitations on use of the Licensee's funding as stated in this Appendix I were met.

#### **SWPP Focus Areas**

The SWPP will focus on activities associated with protecting water quality at the Project Reservoirs. Initial activities are described below; additional activities intended to protect Project water quality may be identified throughout the New License term by the CWG consistent with the purpose of the SWPP. The CWG charter, members, and availability of matching grants, and/or collaborative funding or program participation will dictate the scope and priority of activities.

- The Licensee's contribution to the SWPP will be initially dedicated to the further development of water quality models that will allow for more detailed, state-of-the-art assessment of potential impacts of watershed-derived nutrients, reactive carbon and sediment loads on the water quality in Lake Keowee. Development of a calibrated watershed model using the United States Environmental Protection Agency (USEPA)-supported BASINS/HSPF<sup>2</sup> software is proposed to provide the point and non-point source loadings of water, reactive carbon, nutrients and sediments to a proposed EFDC<sup>3</sup>-based, three-dimensional reservoir model. The EFDC model will allow for both assessments of the impacts on water quality in shallower coves of nutrients, carbon and sediment loads draining from the watershed and the lake shoreline and assessments of flow exchange between the coves and main channel of the reservoir. The existing calibrated CE-QUAL-W2 reservoir water quality model developed for Lake Keowee during the relicensing process and the calibrated BASINS model will also be linked to the existing (Cane Creek embayment) or modified BATHUB model for more easily estimating lakewide potential future effects of stream sediment, reactive carbon and nutrient inputs from all five major tributaries to Lake Keowee (i.e., Cane Creek, Little Cane Creek, Little River, Eastatoe River, and Little Eastatoe Creek) and the lakeshore. These linked models may be used

---

<sup>2</sup> BASINS: Better Assessment Science Integrating point & Non-point Sources; HSPF: Hydrological Simulation Program-Fortran

<sup>3</sup> EFDC: Environmental Fluid Dynamics Code

to provide early warning of the eutrophication and algal bloom threats in the major drainage watershed inlet coves/lake arms which may be caused by development in the watersheds over the New License term. The models can also be used to evaluate the relative effectiveness of alternative regulatory and technological water quality protection strategies. Other models may be substituted for those specifically listed above as future modeling options may change.

The Licensee's contribution to the SWPP may also be used to support SWPP initiatives such as the following which are illustrative and not exclusive.

- Development of a "Find-and-Fix Failed Septic Systems" program to locate failed systems and cost-share repair/replacement/sewer-hookup (if feasible) with the system owners. The SWPP will prioritize its funding based on the potential impact of the failed system on the Project tributaries and Reservoirs. System owners with demonstrated limited financial resources to implement septic system repairs will be given a higher priority than those without demonstrable financial constraints. The Licensee's funding will not be used to offset repair or replacement costs for septic systems of financially capable owners.
- Educational outreach to provide information on water quality topics such as septic system maintenance; appropriate animal waste management; and methods to reduce non-point source pollution.
- Collaborative development with state and local governmental bodies of comprehensive plans for effective implementation of storm sewer upgrades and controlling non-point source pollution as development proceeds.

### **SWPP Funding**

Following implementation of the SWPP per Section 9.4 of the RA, Licensee funds in support of the SWPP will be provided to the CWG. The Licensee's funding will not be used to pursue legislative or regulatory changes or for litigation. The CWG may seek matching grants and additional funding partners to implement the activities described above.

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 1, 2013


## ITEM TITLE:

Title: 2015 FORD F-650 FUEL TRUCK

Department: ROADS & BRIDGES

Amount: \$111,417.00

## FINANCIAL IMPACT:

- Procurement was approved by Council in Fiscal Year 13/14 budget process.
  - COOPERATIVE PROCUREMENTS: State Contract #: 4400005782
- Finance Approval: 

## BACKGROUND DESCRIPTION:

This 2015 Ford F-650 fuel truck will be used by the Roads and Bridges Department to dispense off-road diesel and gasoline to various County departments. Dick Smith Ford will order the cab and chassis and will coordinate the installation of an 1100 gallon aluminum fuel tank with Oilmen's Truck Tanks, Inc., in Spartanburg, SC. Oilmen's will be responsible for installing all equipment on the cab and chassis. The Procurement office quoted the fuel tank specifications to two vendors that were within South Carolina and were close enough to coordinate this purchase with the Ford dealer. All other fuel tank vendors were located out of state and were too far away to work with the State Contract Ford dealer. This fuel truck replaces a 1990 Ford F-800 fuel truck.

## SPECIAL CONSIDERATIONS OR CONCERNS:

This purchase is contingent on the approval of the lease/purchase funding, authorized in the 2013-2014 budget allocations. This purchase is over the lease purchase amount by \$9,749.00, and this amount has been submitted and approved as a budget revision.

According to Dick Smith Ford, Ford will not manufacture a 2014 F-650, and they will start manufacturing the 2015 model year F-650 for delivery in spring of 2014.

## ATTACHMENT(S):

1. State Contract Pricing for F-650 Truck
2. Quote from Oilmen's Truck Tanks
3. Summary Sheet showing state contract pricing with additions
4. Summary Sheet for all Lease Purchase equipment for Roads & Bridges

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve purchase of one 2015 Ford F-650 Truck with 1100 gallon aluminum fuel tank, to Dick Smith Ford, of Columbia, SC, in the amount of \$111,417.00, per State Contract # 4400005782.

Submitted or Prepared By:   
Robyn Courtright, Procurement Director

Approved for Submittal to Council:   
T. Scott Moulder, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

**Roads Department 2015 F-650 Fuel Truck w/ Tank**

State Contract # 4400005782

Description: 2015 F-650 Fuel Truck

	Dick Smith Ford w/Spartan Tank	Dick Smith Ford w/Oilmen's Tank
Base Price	50,990.00	50,990.00
Add air Brakes	1,599.00	1,599.00
Add turbo brake	925.00	925.00
Add 10,000 front axle and 10k springs	985.00	985.00
Add 19,000 rear axle and 20k springs	966.00	966.00
Add air dryer w/ heater	586.00	586.00
Add body building wire to end of frame	130.00	130.00
Add 5 gallon urea tank mounted under cab	289.00	289.00
Add 14" 2 plate HD Clutch	457.00	457.00
Deduct 5 speed manual	-1,985.00	-1,985.00
Add body (tank) install fee	275.00	275.00
Add for Fuel tank and operating equipment	56,335.00	55,900.00
Sub Total	111,552.00	111,117.00
Sales Tax	300.00	300.00
<b>Total</b>	<b>111,852.00</b>	<b>111,417.00</b>



### Lease Purchase Equipment List for Roads Bridges

Description	New or Replacement	Quantity	Amount Requested	FY 2014 Council Approved	Recommended Award Amount	Amount Saved
<b>Roads and Bridges (601)</b>						
Trackhoe - CAT Hydraulic Excavator 329E	Replacement	1	318,500	318,500	\$284,201.00	\$34,299.00
Mini Excavator - CAT 308E2 CR SB	Replacement	1	128,700	128,700	\$115,696.00	\$13,004.00
Paving Machine - LeeBoy 8818	Replacement	1	212,000	212,000	\$202,875.00	\$9,025.00
Pneumatic Roller (9 wheel roller) - LeeBoy 420	Replacement	1	47,700	47,700	\$47,141.00	\$559.00
Shoulder Build Attachment - Roadwidener	New	1	26,500	26,500	\$31,588.00	(\$5,088.00)
Batwing Mower for Tractor	New	1	21,200	21,200	Replaced by (3) Rotary Mowers below	
Rotary Pan Single Wheel Mower(s) (replaces Batwing Mower)	New	3	21,200	21,200	\$18,506.96	\$2,693.04
Samurai Boom	Replacement	1	47,700	47,700	\$48,112.55	(\$412.55)
Fuel Truck with Tank	Replacement	1	101,300	101,668	\$111,417.00	(\$9,749.00)
Sign Truck F-450	Replacement	1	46,300	46,300	Waiting on new State Contract pricing	
Sand Storage Shed for DAR Location	New	1	4,500	4,500		
<b>TOTAL SAVINGS TO DATE</b>						<b>\$44,330.49</b>

Cheryl Patrick, Procurement Manager  
E-Mail: [cpatrick@mmsc.sc.gov](mailto:cpatrick@mmsc.sc.gov)  
Telephone: (803) 737-5717

Materials Management Office  
1201 Main St - Ste 600  
Columbia, SC 29201

Section: V  
Page: 9  
Date: 11/01/12

## **TRUCK, CAB/CHASSIS, 22,000 GVWR (MIN), DIESEL ENGINE**

Contract No: 4400005782

Current Contract Term: 11/01/12 - 10/31/14

Model: Ford F-650

Commodity Code: 0705110100

Contractor: Dick Smith Ford  
2800 Two Notch Road  
Columbia, SC 29204

Contact Person: Adam Gaffney

E-Mail: [adamgaffney@DickSmith.com](mailto:adamgaffney@DickSmith.com)

Telephone: (803) 309-0052

Fax: (803) 376-6237

**Base Price: \$ 50,990.00**

Delivery: 95 Days ARO

\*\*\*\*\*

### **ADDs:**

Truck Shop Manual	\$ 145
Truck Owner/Operation Manual	STD
C/A 102" (from 84")	\$ 225
C/A 120" (from 84")	\$ 245
C/A 138" (from 84")	\$ 575
Full Air Brakes	\$ 1,599
Add larger diesel engine	\$ 975
Operator Training (ref. "Training" in Terms & Conditions - Special (VII.B))	STD
Repair Technician Training (ref. "Training" in Terms & Conditions - Special (VII.B))	STD
Body Installation Fee*	\$ 275

\*The Body Installation Fee is a charge based on the dealer arranging for bodies to be installed on this cab & chassis from the State contract vendor.

NOTE: PLEASE CONTINUE DOWN FOR MORE INFORMATION! . . .





(864) 573-7400 PHONE  
(864) 685-2635 FAX  
lcochran@trucktanks.com EMAIL

P.O. Box 2807  
Spartanburg, SC 29304  
[www.trucktanks.com](http://www.trucktanks.com)

August 29, 2013

Mr. Adam Gaffney  
DICK SMITH FORD  
Columbia, SC

RE: OCONEE COUNTY

Dear Adam:

Thank you for the opportunity to work with you on this project. We are happy to propose the following:

### **TANK SPECIFICATIONS**

**SIZE:** 1100 Gallons plus normal overage.

**MODEL:** ALT6D.

**CERTIFICATION:** Tank is manufactured to DOT / TC 406 specifications under ASME (American Society of Mechanical Engineers) U Stamp #27,488 and Department of Transportation Registration #CT-6342 / TC Registration #25-0932. A DOT / TC 406 Certificate of Compliance will be issued by Oilmen's Truck Tanks.

**PRODUCT:** Petroleum Products. (As is always the case, it is the responsibility of the operator to load tank so as to comply with Federal and State Highway weight limits.)

**COMPARTMENTS:** (2) 800-300 Gallons or quantities of your choice. (NOTE: Some compartment configurations may require extra baffles.)

- DESIGNED FOR:** A cab and chassis with 84" cab to axle dimensions and 7,000# minimum rated front axle and 17,500# minimum rated rear axle. (Note: Anything above this is fine.)
- MATERIALS:** Bright polished aluminum. Tank is constructed with a continuously welded 3/8" extruded angle subframe, 3/8" extruded aluminum cross members and 3/8" outriggers with pads at every head and baffle location. Also a nose pad covering the seam between the front head and the bottom is included for extra strength. This type construction is used in the finest of trailers and results in long, trouble free life even in off the road conditions.
- The tank bottom is 1/4" (.250") aluminum with side shell of 3/16" (.188") aluminum. Our entire shell and heads are of bright polished finish. (This polished finish is not standard on competitive brands.)
- MOUNTING SYSTEM:** Tank is anchored to the truck chassis by a series of specially designed two-piece tie down assemblies. The two halves of the tie down are locked together in such a way that both side to side and front to back movement are prevented, while securing the tank to the chassis.
- A maintenance-free neoprene strip cushions and insulates the tank from the truck chassis.
- HEADS:** Tank is semi-oval in shape with deep dished heads and baffles for superior surge control. All heads and baffles are flanged for greater strength. Head patterns of our own special selection result in low center of gravity. All heads and baffles are formed to precise dimensions resulting in a shell of extraordinary smoothness and strength.
- BULKHEADS:** Double bulkheads with vented drain space between compartments allow for the safe transportation of mixed product loads.
- BAFFLES:** Baffles not required in compartments of this size under D.O.T. 406 regulations.
- Additional transverse baffles and longitudinal baffles are available as options.

<b>OVERTURN PROTECTION:</b>	<p>The overturn protection to D.O.T. 406 specifications is of 3/16" (.188") aluminum and is an integral part of tank so as to prevent any leaking from top.</p> <p>Both overturn rails are the closed inverted "U" type with the curbside rail being air tight and used for the vapor recovery line.</p>
<b>MANHOLES:</b>	<p>Premium grade Betts 16" round, lift-out type with 10" quick opening lockable fills and D.O.T. 406 approved venting. Unless requested otherwise, the manholes are offset to the curbside (right) for wide walkway down the roadside (left) of the tank.</p>
<b>MODEL ALT6D:</b>	<p>This style tank has a rear cabinet to house the equipment. Cabinet is 96" wide and has a single lift up door for access to meter and reel.</p> <p>The rear equipment cabinet has reinforced aluminum floor and is completely enclosed for dust-free operation.</p>
<b>TOP WALKWAY:</b>	<p>Each tank is provided with wide walkway area between the overturn rails with expanded aluminum providing a non-skid surface for safe footing.</p>
<b>SIDE WALKWAY:</b>	<p>Aluminum grip strut provided on each side entire length of tank.</p>
<b>MARKER RODS AND DISCS:</b>	<p>A heavy duty marker rod and aluminum disc, approved by all states, is provided in each compartment. For maximum protection, the markers should be set and sealed by a State Weights and Measures Official of the state where vehicle operates. Most states provide this service at no charge.</p>
<b>DRAIN TUBES:</b>	<p>(2) Drain tubes are provided from the flashing area at the rear of the tank to assure that no water accumulates on top of the tank.</p>
<b>BUMPER:</b>	<p>A heavy-duty bumper per D.O.T. 406 specifications protects rear of tank.</p>

EXTERNAL HOSE TUBES:	Not Quoted
CABINETS:	(2) 24" X 18" Tool boxes are included. One on each side.
PIPING:	<p>Piping includes 3" bolted sumps, over-sized 3" air emergency valves and 3" pipe lines. This larger capacity results in much faster discharge rates. Pipelines on this model are a full 40% thicker than those found on most competitive tanks.</p> <p>Lines are run to the rear terminating in 2" OPW male dry break adapters.</p> <p>NOTE: Pipe lines are color coded for safety of operation and ease of maintenance.</p>
EMERGENCY VALVE:	All emergency valves are air operated. Air operated fire trip is provided on front driver's side.
FENDERS:	Bolt-on aluminum trim single axle fenders are provided.
LADDERS:	Aluminum platform type ladder is provided at the front, driver's side, with non-skid steps and grip strut platform and grab rails for safe access to top of unit. Ladder is bolt on for ease of repair.
WIRING/LIGHTING:	All wiring in tubing is vapor proof. Lighting complies with ICC/D.O.T. regulations and include: (2) 5" stop and tail, (2) 5" clearance and directional, (2) back-up lights and (1) 3-lamp cluster. There are four side riding lights and all necessary reflectors are included. All lights are Betts LED type with snap seal lenses.
SYSTEM IDENTIFICATION:	Pipe lines, switch panels and airline protection are color coordinated to facilitate system identification and troubleshooting.
PAINTING:	Painting of steel components is included.

**MATERIALS AND CONSTRUCTION:** All materials and construction methods meet or exceed Department of Transportation 406 regulations. A Certificate of Compliance will be issued with tank.

**LETTERING/DECALING:** Custom decaling is available as an option.

Tank, all labor to mount, and make electrical connections is included.

### ***PUMPING EQUIPMENT***

(2) Sets of equipment to include:

<b>PUMP:</b>	(2)	Blackmer TXD2' with relief valve.
<b>STRAINER:</b>	(2)	2" Flanged type.
<b>PUMP BRACKET:</b>	(1)	Heavy duty saddle type.
<b>METER:</b>	(2)	1-1/2" Liquid Controls with air eliminator, strainer and zero start register with cumulating totalizer.
<b>BACK PRESSURE VALVE:</b>	(2)	1-1/2"
<b>TICKET PRINTER:</b>	(2)	Zero start type.
<b>SPRAY CONTAINER:</b>	(2)	Two gallon capacity for air eliminator with air vent and drain valve.
<b>METER MOUNT PLATE:</b>	(2)	1/4" Aluminum for extra strength.
<b>HOSE REEL:</b>	(2)	1 1/2" Hannay electric rewind with vapor proof motor and solenoid switch.
<b>BATTERY CABLE:</b>	(2)	Industrial grade for electric hose reel.
<b>CIRCUIT BREAKER:</b>	(1)	70 Amp breaker with 9 amp fuse for protection of reel switch and motor.
<b>FUEL HOSE:</b>	(2)	75' x 1" Goodyear BC Marina with Scovill fittings.

NOZZLE:	(1)	1" Automatic with hose swivel for diesel.
	(1)	3/4" Automatic with hose swivel for gasoline.
JUMPER HOSE:	(2)	Special highly flexible 2" Goodyear.
COUPLER:	(2)	2" OPW female dry break coupler.
POWER TAKE OFF:	(1)	High speed, double gear clutch shift with air controls in rear and safety light located in cab.
BRAKE LOCK:	(1)	Automatic PTO release type.
PLACARDS:	(4)	Vinyl Type Included.
FIRE EXT.:	(1)	10# with bracket included.
TRIANGLE KIT:	(1)	Included
BUCKET:	(1)	5-Gallon DOT approved heavy duty metal bucket.
SPILL PADS:	(1)	Case emergency absorbent pads.
METER LIGHT:	(1)	Included
MUD FLAPS:	(1)	Set D.O.T. approved anti-spray.
PARTS LIST:	(1)	Detailed parts list of each major component of pumping system including serial numbers and model numbers of pumps, meters, and reels.

All equipment, labor to mount, check out system and calibrate meter included.

**HYDRAULIC EQUIPMENT**

(1) Set of equipment to include:

- HYDRAULIC PUMP: (1) Vickers fixed vane pump.
- HYDRAULIC MOTOR: (2) Char-Lynn Geroler hydraulic motor.
- RESERVOIR: (1) 50-Gallon hydraulic fluid reservoir.
- HYDRAULIC CONTROL: (1) SUN HYDRAULICS Control Block with 2000 psi pressure release valve.

Total for tank and all equipment quoted above including labor to mount equipment and check out systems .....	<b>\$55,900.00</b>
--	--------------------

**NOTE:** Should/when customer provide cab and chassis and if special adapters for power take off, fuel tanks, battery boxes or extension to rear of truck frame be needed, customer will be notified of cost for labor and materials.

**NORMAL TERMS:** Prices are good for 30 days.  
 F.O.B. Spartanburg, SC  
 10% Deposit with order, balance due upon completion.  
 Applicable State and County taxes will be added on units shipping to South Carolina, North Carolina, Indiana and Florida.  
 Delivery service is available.

Please do not hesitate to call if you have any questions. Should you honor us with your order, I can promise you a top quality job.

Sincerely,

OILMEN'S TRUCK TANKS INC.



Larry Cochran  
Sales Representative

LC/ds

**PROCUREMENT - AGENDA ITEM SUMMARY**  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 1, 2013

**ITEM TITLE:**

**Title:** Equipment Replacement & Upgrades for Seneca Police Dept.    **Department:** Communications    **Amount:** \$172,737.31

**FINANCIAL IMPACT:**

Procurement was approved by Council in Fiscal Year 2013-2014 budget process.  
Finance Approval: Mark H. Robinson

**BACKGROUND DESCRIPTION:**

Intrado (Positron) is the original equipment vendor for the 911 system located at the Seneca Police Department. As part of an ongoing project to upgrade the Seneca PSAP (Public Safety Answering Point) the County is upgrading the telephone customer premise equipment at this site from Viper 1.6 to Viper 4. This will also allow the addition of two positions for the planned expansion at the Seneca location, and will prepare the site to receive 911 via text messaging which is an FCC requirement slated for May of 2014.

**SPECIAL CONSIDERATIONS OR CONCERNS :**

Positron was originally selected by the County as the 911 telephony system vendor by a competitive RFP process in 2004. Positron was purchased by Intrado in 2009. Since the original installation, this hardware and software have been consistently maintained by Positron/Intrado. This purchase is considered an upgrade along with some additional equipment and therefore must be purchased from the same vendor. Procurement staff and the Emergency Communications Director recommend this purchase as a sole source.

**ATTACHMENT(S):**

1. Summary List
2. Quote from Intrado
3. Sole Source Letter from the Director of Emergency Communications.

**STAFF RECOMMENDATION :**

It is the staff's recommendation that Council approve this purchase of Equipment Replacement and Software Upgrades for the Seneca Police Department from Intrado of Canada, Inc. of Denver, CO in the amount of \$172,737.31.

Submitted or Prepared By: Robyn Courtright  
Robyn Courtright, Procurement Director

Approved for Submittal to Council: T. Scott Moulder  
T. Scott Moulder, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



**Equipment Replacement & Software Upgrades for Seneca Police Dept.**

VIPER Configuration Summary	\$138,057.23
Critical Spares	\$14,752.50
Refresher Training	\$10,150.00
Sub Total:	\$162,959.73
Sales Tax	\$9,777.58
Total	\$172,737.31



Equipment Replacement and Software Upgrades

for

Seneca PD, South Carolina

The terms and conditions available at <http://www.positron911.com/legal/PositronTerms05222012.pdf> will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information owned by Intrado Inc. or its affiliates, and such information may not be used or disclosed by any person without prior written consent.

## Configuration Summary

Item	Cost
VIPER	\$45,358.00
Power 911 Software	\$18,885.00
Power MIS Software	\$1,270.50
ePrinter Software	\$1,200.00
IWS Hardware	\$26,090.50
Sentry	\$14,095.00
Peripherals	\$7,052.79
Site Survey	\$1,700.00
Staging	\$6,000.00
Installation	\$10,150.00
Project Management	\$6,255.44
<b>Total</b>	<b>\$138,057.23</b>

## Configuration Parameters

### VIPER

---

Total Number of E9-1-1 Trunks	3
Total Number of Administrative Lines (FXO)	3

### Answering Positions

---

Number of Power 911 Intelligent Workstations	4
--	---

### Power 911 Intelligent Workstation Features

---

Add-on for Radio Recorder	Included
Data Transfer to Remote FAX Machines (XDC)	Not Included
UPS on Workstation PCs (30 minutes)	Not Included
UPS on Servers	Not Included
Tape Backup System	Included

### MIS Solution

---

ePrinter	Included
Power MIS	Included

### MAP Solution

---

Power MAP	Not Included
-----------	--------------

### Miscellaneous

---

Number of Monitors per position	1
Monitor Type	20 inch Flat Display LED Backlit Monitor

Model #	Description	Qty	Unit Cost	Total
<b>VIPER</b>				
912807/BB	4 Foot Cabinet Prebuilt Building Block	1	Non-Disc \$ 18,638.00	\$ 18,638.00
912800	Gateway Shelf	3	\$ 990.00 \$ 747.50	\$ 2,227.50
912801	CAMA Interface Module	3	\$ 2,690.00 \$ 2,017.50	\$ 6,057.50
912811	Application Server Access License	3	\$ 995.00 \$ 746.25	\$ 1,492.50
912812	PBX Access License - Per Workstation	2	\$ 645.00 \$ 483.75	\$ 967.50
912814	Admin Interface Module (AIM)	1	\$ 1,400.00 \$ 1,050.00	\$ 1,050.00
912816	Cisco 2960-S 24 port switch w/o Stacking Module	2	Non-Disc \$ 2,590.00	\$ 5,180.00
913850/S	VIPER Enabling Kit - SONIC	4	\$ 2,250.00 \$ 2,437.50	\$ 9,750.00
912890/SB	Media Kit Prebuilt Building Block	1	\$ 100.00 \$ 75.00	Software Evergreen
	VIPER Software Upgrade			
912811/U	Application Server Access License - Upgrade	3	\$ 697.50 \$ 373.13	Software Evergreen
912812/U	PBX Access License - Upgrade	2	\$ 322.50 \$ 241.88	Software Evergreen
			<b>Subtotal</b>	<b>\$ 45,358.00</b>

<b>Power 911 Software</b>				
<b>Upgrade</b>				
913100/U	Power 911 Client Access License Upgrade	2	\$ 4,997.50 \$ 3,748.13	Software Evergreen
913202/U	Power 911 Server Access License Upgrade	2	\$ 997.50 \$ 748.13	Software Evergreen
913152/U	Power 911 Add-On Recorder for Radio Upgrade	2	\$ 300.00 \$ 225.00	Software Evergreen
	<b>New</b>			
913100	Power 911 Client Access License	2	\$ 9,995.00 \$ 7,496.25	\$ 14,992.50
913202	Power 911 Server Access License	2	\$ 1,995.00 \$ 1,496.25	\$ 2,992.50
913152	Power 911 Add-On Recorder for Radio	2	\$ 600.00 \$ 450.00	\$ 900.00
			<b>Subtotal</b>	<b>\$ 18,885.00</b>

Model #	Description	Qty		Unit Cost	Total
<b>Power MIS Software</b>					
Upgrade					
920100/U	Power MIS Server Software License Upgrade	1	S	463.50	\$ 147.63 Software Evergreen
920101/U	Power MIS Concurrent Client Access License Upg	1	S	201.50	\$ 151.13 Software Evergreen
920102/U	Power MIS Data License Upgrade	2	S	423.50	\$ 317.63 Software Evergreen
New					
920102	Power MIS Data License	2	S	847.00	\$ 635.25
920100/CD	Power MIS Media & Documentation	1	S	100.00	\$ 75.00 Software Evergreen
<b>Subtotal</b>					<b>\$ 1,270.50</b>

**ePrinter Software**

917310	ePrinter Software and Documentation	1	S	1,200.00	\$ 1,200.00
<b>Subtotal</b>					<b>\$ 1,200.00</b>

**IWS Hardware**

<b>IWS Workstations</b>					
914102/31F	IWS Workstation Computer Bundle	4	Non-Disc	\$ 1,668.00	\$ 6,672.00
E10608	20 inch EliteDisplay LED Backlit Monitor	4	Non-Disc	\$ 271.00	\$ 1,084.00
<b>Power 91T Database Server</b>					
914950	IWS Type A Rack Server Bundle	1	Non-Disc	\$ 5,415.00	\$ 5,415.00
<b>Power MIS Database/ePrinter Server</b>					
914950	IWS Type A Rack Server Bundle	1	Non-Disc	\$ 5,415.00	\$ 5,415.00
914422	Additional Backup Exec SQL Agent	1	Non-Disc	\$ 1,079.50	\$ 1,079.50
914957	RocketPort (Quad Port)	1	Non-Disc	\$ 365.00	\$ 365.00
<b>Common Equipment</b>					
914956	1U Keyboard/LCD/Trackball/S-Port KVM	1	Non-Disc	\$ 2,560.00	\$ 2,560.00
914434	Tape Backup & Software - DAT 160	1	Non-Disc	\$ 2,850.00	\$ 2,850.00
914434R	Tape Backup Rack Mount Kit	1	Non-Disc	\$ 650.00	\$ 650.00
<b>Subtotal</b>					<b>\$ 26,090.50</b>

**Sentry**

<b>Sentry Licenses</b>					
915100/CD	Sentry Media Set	1	Non-Disc	\$ 100.00	\$ 100.00
915101	Sentry Server Console Kit	1	Non-Disc	\$ 6,000.00	\$ 6,000.00
E10153	ELM Class 1 System License (Server Agent)	2	Non-Disc	\$ 690.00	\$ 1,380.00
E10154	ELM Class 2 System License (WS and IP Agent)	10	Non-Disc	\$ 120.00	\$ 1,200.00
<b>Hardware</b>					
914950	IWS Type A Rack Server Bundle	1	Non-Disc	\$ 5,415.00	\$ 5,415.00
<b>Subtotal</b>					<b>\$ 14,095.00</b>

Model #	Description	Qty		Unit Cost	Total
<b>Peripherals</b>					
913100/P	Alarm Panel (Includes Power Supply)	1	Non-Disc.	\$ 990.00	\$ 990.00
914840	All Modem DSL/CSU (Digital)	2	Non-Disc.	\$ 1,200.00	\$ 2,400.00
600130	Punch Block	2	Non-Disc.	\$ 150.00	\$ 300.00
207-990000-0	25 Pair Ampheno Cable	2	Non-Disc.	\$ 150.00	\$ 300.00
960103	Network Cabling	8	Non-Disc.	\$ 250.00	\$ 2,000.00
914514	Color Laser Printer	1	Non-Disc.	\$ 1,062.79	\$ 1,062.79
				<b>Subtotal</b>	<b>\$ 7,052.79</b>
<b>Site Survey</b>					
950100	Site Survey	1	Non-Disc.	\$ 1,500.00	\$ 1,500.00
960575	Site Survey - Living Expense Per Day	1	Non-Disc.	\$ 200.00	\$ 200.00
				<b>Subtotal</b>	<b>\$ 1,700.00</b>
<b>Staging</b>					
950820	DWS Staging - Up to 8 Positions	1	Non-Disc.	\$ 3,000.00	\$ 3,000.00
950836	Backroom Staging - Up to 8 Positions	1	Non-Disc.	\$ 3,000.00	\$ 3,000.00
				<b>Subtotal</b>	<b>\$ 6,000.00</b>
<b>Installation</b>					
950104	Professional Services - Price Per Day	5	Non-Disc.	\$ 1,500.00	\$ 7,500.00
950575	Living Expense - Per Day/Per Person	7	Non-Disc.	\$ 200.00	\$ 1,400.00
950580	Travel Fee - Per Person	1	Non-Disc.	\$ 1,250.00	\$ 1,250.00
				<b>Subtotal</b>	<b>\$ 10,150.00</b>
<b>Project Management</b>					
950510	Project Management Services	1	Non-Disc.	\$ 6,255.44	\$ 6,255.44
				<b>Subtotal</b>	<b>\$ 6,255.44</b>
				<b>Total</b>	<b>\$ 138,057.23</b>

Model #	Description	Qty	Unit Cost	Total
---------	-------------	-----	-----------	-------

**Optional**

**Critical Spares**

912800	Gateway Shelf	1	\$ 990.00	\$ 990.00	\$ 990.00
912801	CAMA Interface Module	1	\$ 2,690.00	\$ 2,690.00	\$ 2,690.00
912814	Admin Interface Module (AIM)	1	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
912802/1	VIPER Primary Application Server	1	Non-Disc	\$ 3,650.00	\$ 3,650.00
912813	-48V Power Supply	1	Non-Disc	\$ 993.00	\$ 993.00
912816	Cisco 2960-S 24 port switch w/o Stacking Module	1	Non-Disc	\$ 2,390.00	\$ 2,390.00
913850/S	VIPER Enabling Kit - SONIC	1	\$ 3,250.00	\$ 2,437.50	\$ 2,437.50
				<b>Subtotal</b>	<b>\$ 14,782.50</b>

**Refresher Training**

960800	Power 911 Call Taker Training (per day)	1	Non-Disc	\$ 1,500.00	\$ 1,500.00
960800	Power MAP End User Training (per day)	1	Non-Disc	\$ 1,500.00	\$ 1,500.00
960780	Power 911 Administrator Training (per day)	1	Non-Disc	\$ 1,500.00	\$ 1,500.00
960780	Power MBS Administrator Training (per day)	1	Non-Disc	\$ 1,500.00	\$ 1,500.00
960780	Power MAP Administrator Training (per day)	1	Non-Disc	\$ 1,500.00	\$ 1,500.00
950575	Living Expense - Per Day/Per Person	?	Non-Disc	\$ 200.00	\$ 1,400.00
950580	Travel Fee - Per Person	1	Non-Disc	\$ 1,250.00	\$ 1,250.00
				<b>Subtotal</b>	<b>\$ 10,150.00</b>



## Notes

1. This Quote provides for full hardware replacement and software upgrades to the PSAP at Seneca Police Department, as well as two additional positions. Maintenance will be quoted separately.

### 2. Software Protection and Remote Technical Support

Software Protection and Remote Technical Support is a coverage requirement with the purchase and ownership of Intrado CPE system equipment. The coverage requirement is effective after the expiration of the system warranty, but a purchase order for the service, for at least for a one year duration, is required at the time of any new system purchase.

Software Protection and Remote Technical Support cannot be deleted from quotes or system orders.

Once a Software Protection and Remote Technical Support service contract is established for the site during system initial purchase, all items subsequently added to the site will not require an additional contract, but the acquisition of additional positions will increase the price of the services:

- A). For sites with one year coverage contracts, the increased price will be reflected in the quote at the next contract renewal point.
- B). For sites with multi-year agreements, the customer will be required to retract the remaining years of the original purchase order and issue a new purchase order for the remaining period covering the original system and new positions.

If a contract for Software Protection and Remote Technical Support expires without renewal, causing a lapse in coverage, the customer's access to the Support Center will be discontinued and a notification of services termination will be issued. Reinstatement of the lapsed coverage will require the following from the customer:

- A). Payment in full for the lapsed period at the prevailing per-seat rate.
- B). Purchase of a new maintenance agreement (one-year or five-year).
- C). System Recertification fees in the form of a Class A inspection at \$1,500.00 per day plus related travel and expense charges.

#### Software Protection

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. Intrado will publish periodic software release bulletins to customers which announce important product updates for Intrado Software. Customers may then request the new update from Intrado, based on applicability of the release to Customer's System. Customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

## Notes

2 (Cont'd)

### Remote Technical Support:

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll-free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status on their issues.

3

### Software Subscription Service

The Software Subscription Service provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

Intrado will provide periodic software release bulletins to customers which announce and explain new feature releases for Intrado Software. Customers may then request the new release or version from Intrado, based on applicability of the release to Customer's System.

4

### On-Site Support Services

On-site Support Services are primarily designed to assist with issues that require System expertise in troubleshooting and restoration at the customer's location.

On-site Support Services include travel costs and time and labor related to the service incident. Also included in the service are quarterly on-site preventative and routine maintenance reviews (four per year) of the customer's Intrado System. These maintenance visits can include the installation of routine updates to software. Training, configuration changes, reprogramming and System upgrade labor are not included in this offering, but are available for purchase.

On-Site Support Services options include the designation of a technician dedicated specifically to the customer's deployment(s), or alternately a non-dedicated resource available for use with other customers. Intrado may engage third-party vendors to provide the On-Site Support Services.

Fees for On-Site Support Services will be invoiced when such services commence following acceptance at the initial site.

5

All optional modules in this quote have been priced under the assumption that they will be purchased and installed concurrently with the base system. If these modules are to be installed at a later date, additional travel & living expenses will apply.

## Notes

---

### Terms

---

<b>SUBMIT P.O.:</b>	ordermanagement@intrade.com
<b>PRICING</b>	All prices are in U.S. Funds. Taxes, if applicable, are extra. Shipping charges are extra unless specified on the proposal.
<b>SHIPPING</b>	FCA (Montreal), INCOTERMS 2010
<b>PAYMENT</b>	Per Contract
<b>DELIVERY</b>	TBD.
<b>VALIDITY</b>	Quote is valid for 120 days; however, certain parts (indicated in this Quote as part numbers with the following identifier : QXXXXX, constitute unique third party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancelable, non-refundable, and non-exchangeable at any time.

## Revision History

Revision Level	Reason for Revision	Date Revised
-	Original (MJD) PJM kept same as last quote (Q78062A) - less than one year.	September 4, 2013
A	Remove PowerMap from header Remove Maintenance - Will be quoted separately	September 6, 2013



# OCONEE COUNTY SHERIFF'S OFFICE

EMERGENCY COMMUNICATIONS / E-911

415 SOUTH PINE STREET  
WALHALLA, SC 29691

*Mike Crenshaw, Sheriff*

*Travis C. Tilson, Director*

Office: (864) 718.1010

Dispatch: (864) 638.4111

Fax: (864) 638.4434

August 21, 2013

Robyn Courtright, Director  
Oconee County Procurement  
300 S Church Street  
Walhalla, SC 29691

Ms. Courtright:

Please accept this letter as a recommendation to name Intrado the sole source provider of the Seneca PD 911 System Upgrade in the attached requisition dated September 16, 2013.

Intrado (Positron) is the original equipment vendor for the 911 system at the Seneca Police Department. As part of an ongoing project to upgrade the Seneca PSAP, we are upgrading the telephone customer premise equipment at the site from Viper 1.5 to Viper 4. This will enable the addition of two positions in the planned PSAP expansion as managed by Seneca PD.

As this is an "in place" upgrade, with some components of the system remaining in place, Intrado will be the only vendor capable of maintaining system integrity and compatibility with their patented products.

Thank you for your attention to this matter. Please contact me should you have any questions.

Regards,

A handwritten signature in black ink, appearing to read 'T. Tilson', written over a horizontal line.

Travis C. Tilson  
Director

**PROCUREMENT - AGENDA ITEM SUMMARY**  
**OCONEE COUNTY, SC**

COUNCIL MEETING DATE: October 1, 2013

**ITEM TITLE:**

**Title:** Phase 1 Site Improvements for Golden Corner Commerce Park

**Department:** Economic Dev.

**Amount:** \$176,500.00

**FINANCIAL IMPACT:**

- Procurement was approved by Council in Fiscal Year 2013-2014 budget process as a Capital Project.  
Finance Approval: \_\_\_\_\_

**BACKGROUND DESCRIPTION:**

Oconee County is undertaking the first phase of the site improvements for the Golden Corner Commerce Park in southern Oconee County. These improvements will include approximately 2,230 linear feet of roadway including a 1,200 linear feet main entrance road into the park and an additional 1,030 linear feet of roadway to the proposed wastewater pump station, mass grading for the roadways and proposed lots in Phase I, and water mains and gravity sewer lines along these roadways.

Some of these proposed improvements will be performed by the County Roads and Bridges department and some improvements will be bid out for a contractor to perform.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Under the Request for Proposals #11-15. On Call Professional Engineering Consultant Services, URS Corporation was accepted as qualified to provide General Engineering Services. County Council approved a contract and fee schedule at the March 20, 2012, County Council Meeting.

**ATTACHMENT(S):**

1. URS proposal dated August 28, 2013 for Phase 1 Site Improvements for the Golden Corner Commerce Park

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council approve the award of professional engineering services for Phase I Site Improvements for the Golden Corner Commerce Park to URS Corporation of Greenville, SC, in the amount of \$176,500.00.

Submitted or Prepared By: \_\_\_\_\_  
Robyn Courtright, Procurement Director

Approved for Submittal to Council: \_\_\_\_\_  
T. Scott Moulder, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting. Therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



August 28, 2013

Mr. Scott Moulder  
County Administrator  
Oconee County  
415 S. Pine Street  
Walhalla, SC 29691

**Subject:** Proposal for Civil Engineering Services  
Golden Corner Commerce Park  
Phase I Site Improvements

Dear Mr. Moulder:

URS is pleased to submit this proposed scope of services under the IDC for the Golden Corner Commerce Park – Phase I Site Improvements. Included in this proposal is a brief description of the project understanding, the proposed scope of services and associated cost.

**Project Understanding:**

Oconee County (County) is undertaking the first phase of the site improvements for the Golden Corner Commerce Park in southern Oconee County. The improvements will include approximately 2,230 lf of roadway including a 1,200 lf main entrance road into the park (Road A) and an additional 1,030 lf roadway to the proposed wastewater pump station (Road B); mass grading for the roadways and proposed lots in Phase I (Lot A and Lot B); 1,300 lf of water main along Road A; and 1,150 lf of gravity sewer along Road B. A conceptual sketch is attached illustrating the Phase I Improvements. The total project cost, including professional services and fifteen (15) percent contingency, is estimated at \$2,430,000.

**Scope of Services:**

**Task 1 – Preliminary Engineering, Surveying, Geotechnical Services**

Upon receipt of authorization to proceed, URS will conduct the following preliminary services:

- A. Surveying – Conduct a field survey to obtain boundary, topographic and planimetric data along the proposed project limits. Prepare a base map in AutoCAD format suitable for design purposes.
- B. Geotechnical Services – URS will employ a geotechnical firm as a subconsultant under this contract to perform a geotechnical evaluation. Soil borings will be performed at intervals recommended by the subconsultant. A geotechnical report will be prepared which will include recommendations for grading and pavement sections.
- C. Preliminary Engineering Design – URS will prepare a preliminary design for the Phase I Improvements to include a layout plan, grading and storm drainage plan and preliminary road profile. As part of this work effort, an opinion of probable construction cost will be prepared.

**Task 1 Compensation Lump Sum.....\$ 28,000.00**

**Task 2 – Design and Develop Construction Documents**

Upon approval of Task 1 by the County, URS will advance the preliminary design to construction documents level of detail to include the following tasks:

- A. Make a site visit to review proposed alignments, lots, and to identify areas of concern related to permitting or construction.
- B. Develop plans and specifications for the bidding and construction of the proposed Phase I Improvements included in the preliminary engineering recommendation, as approved by the County. Design will meet the requirements of SCDHEC, SCDOT and the County's standards.
- C. Meet with the Owner for 60%, 90% and final plan reviews to obtain Owner input at each step.
- D. Based on information contained in the design documents, will submit an opinion of the probable cost for the construction of the project. Since URS has no control over the cost of labor, materials, equipment, or the Contractors methods of determining price or competitive bidding, URS cannot and does not guarantee that proposals, bids, or the Project



construction cost will not vary from URS's opinion of the probable cost of the Project.

Task 2 Compensation Lump Sum.....\$ 95,000.00

Task 3 – Permitting Services

URS will prepare permit applications in support of the construction activities for this project. These applications may include:

- SC DOT
  - Encroachment Permit
  
- SC DHEC
  - Land Disturbance Permit
  - Water Permit to Construct
  - Wastewater Permit to Construct

During the permitting process, URS will work with permitting agencies to resolve potential issues that may affect implementation of the project. The County will pay all permit application fees.

Task 3 Compensation Lump Sum.....\$ 8,000.00

Task 4 – Bid Services

URS will assist Oconee County in advertising the Project for bids, receiving bids, and preparing contracts for construction as follows:

- A. Prepare an "Advertisement for Bids" and have the advertisement published in area newspapers and other locations as appropriate. Costs for publishing shall be paid directly by the County.
  
- B. Prepare and distribute copies of plans and specifications to construction contractors, subcontractors, equipment suppliers, etc. for their use in preparing bids. The contractors, subcontractors, equipment suppliers, etc. will be charged for the cost of providing plans and specifications.
  
- C. Answer questions of contractors, subcontractors, equipment suppliers, etc. and shall issue addendums to the plans and specifications as appropriate.

- D. Attend a Pre-Bid meeting and prepare minutes of the meeting.
- E. Attend the bid opening and assist in opening and reading the contractors' bids.
- F. Review bids received and prepare a recommendation of award.
- G. Prepare contract documents and coordinate the completion of these by the contractor and the County.
- H. Prepare a "Notice to Proceed" to be sent to the contractor by the County.

Task 4 Compensation Lump Sum..... \$ 3,000.00

Task 5 – Construction Administration Services

URS will assist the County during a 10-month construction phase of the Project by providing various administrative services as follows:

- A. Schedule and conduct a pre-construction meeting prepare and distribute meeting minutes to all attendees.
- B. Submit progress reports as required by the County or other responsible agency.
- C. Review shop drawings, material and equipment submittals provided by the contractor for the Project.
- D. Prepare and submit proposed change orders to the County for approval.
- E. Review the contractor's periodic requests for payment and make recommendations to the County concerning payments to the contractor.
- F. Prepare and furnish to the County three complete sets of plans showing the Project as constructed. These plans shall be marked "Record Drawings." URS shall perform necessary field review and office work to prepare "Record" drawings of the constructed project from information provided by the contractor.
- G. Following completion of construction activities, URS will prepare a submittal package in order for the Owner to place system into operation.



URS will prepare a final summary change order to reflect final installed quantities to be coordinated with the final contractor pay request.

Task 5 Compensation Lump Sum.....\$ 15,000.00

Task 6 – Construction Observation Services

In accordance with the SCDHEC Land Disturbance Permit and Storm Water Pollution Prevention Plan (SWPPP), erosion control inspections must be performed every seven (7) calendar days. URS will provide a qualified Stormwater Inspector for the necessary inspections and reporting. Assuming a ten (10) month construction time schedule, URS has provided a cost based on 44 total visits.

Task 6 Compensation Lump Sum.....\$ 27,500.00

**Total Services Compensation Task 1 through 6.....\$ 176,500.00**

We look forward to working with you on this project and appreciate the opportunity to provide our proposal. If you have any questions regarding the above information, please do not hesitate to contact us.

Very truly yours,

**URS Corporation**



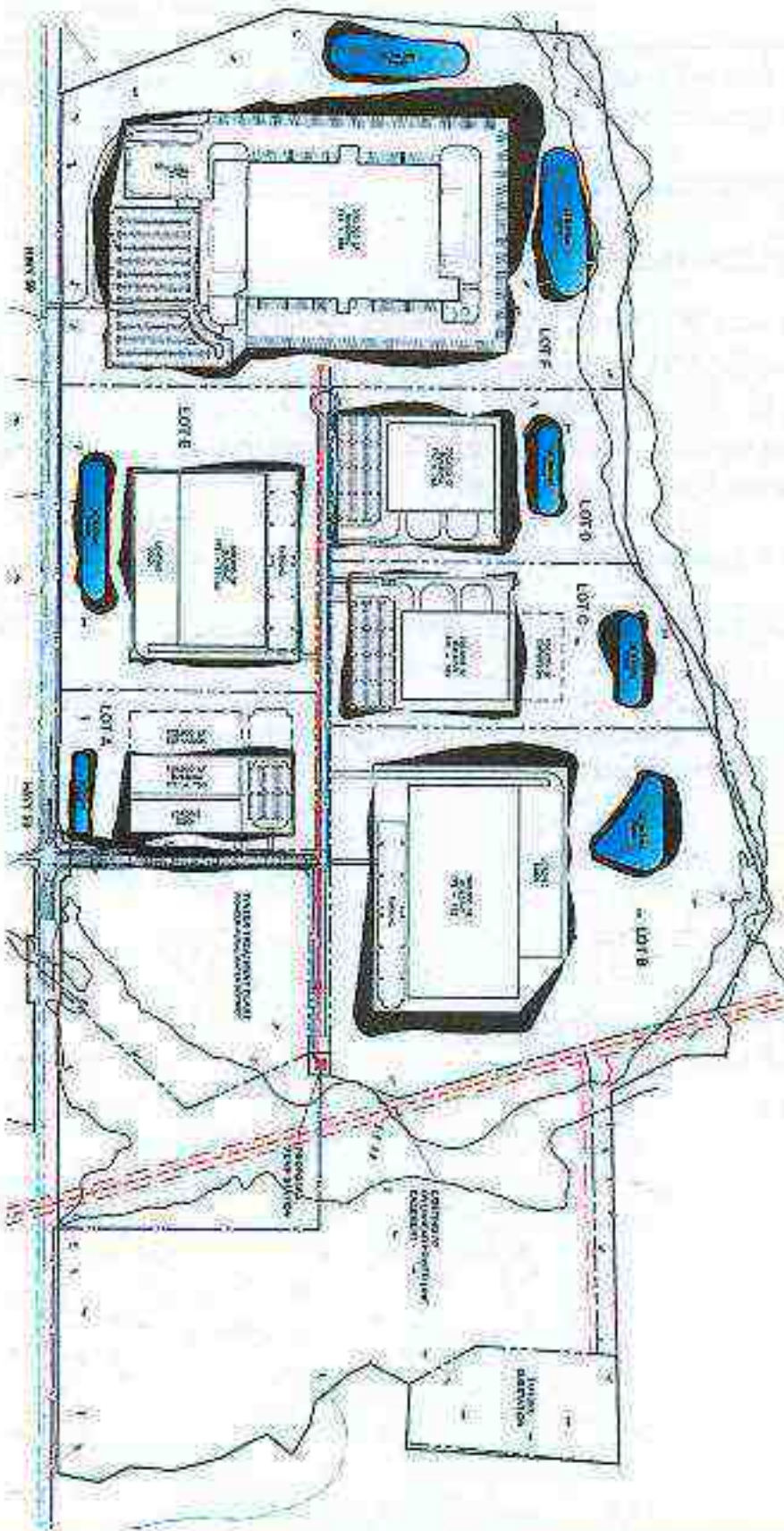
---

Ryan W. Page, P.E.

Project Manager

PRELIMINARY MASTERPLAN PARTNERSHIP SUMMARY

LOT	EST. SQ. FT. 1971	EST. SQ. FT.	PA. COV.	EST. COV.
A	160,000	257,110	42.05%	33,543,700
B	300,000	218,946	72.98%	10,022,500
C	100,000	88,187	88.19%	1,532,570
D	200,000	21,975	10.99%	1,000,000
E	200,000	84,054	42.03%	1,955,000
F	300,000	108,208	36.07%	1,255,000
G	500,000	724,957	144.99%	10,255,000



- LEGEND:**
- QUALITY ASSURANCE
  - SPECIAL EVENT PARKING
  - PAVED LANE
  - CEMENT/ASPHALT ROAD

PREPARED BY:  
URS CONSULTANTS  
1000 WEST 10TH AVENUE  
DENVER, CO 80202

DTIC APPROVALS FOR  
GOLDEN CORNER COMMERCIAL PARK  
PROJECT IN  
COMMERCE COUNTY

OVERALL LAYOUT  
PRELIMINARY  
GRADING PLAN

**URS**  
1200 West 10th, Suite 100  
Denver, Colorado 80202  
303.733.1000  
www.urscorp.com



DATE	BY	DESCRIPTION



# OCONEE COUNTY BOARD / COMMISSION / COMMITTEE CANDIDATE LISTING

	DX	AT LARGE	Reappoint Request	TRANSIT ADVISORY TASK FORCE	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Bush, Lauraleigh	1							x			January 2013
Hehir, Michael	1	Yes						x			December 2012
Jacobson, Maria	1								x		January 2013
Lengyel, Edward	1	Yes						x			September 2013
McMahan, Marie	1								x		December 2012
Mouw, James W.	1				x	x	x	x			November 2012
Phyllis, Darren	1						x	x		x	December 2012
Graham, William	2	Yes					x	x			October 2012
King, Stanley	2	Yes					x	x			January 2013
Martin, Lisa	2								x		January 2013
Mize, Roger	2		Yes				AERO				December 2012
Richards, Charles	2							x			January 2013
Workman, Neal	2						x				October 2012
DuRose, Bob	3		Yes				BLDG				December 2012
Gister, William A.	3		Yes					PLAN			October 2012
Horton, Laurel	3								x		January 2013
Littlefield, Gary	3		Yes				EZA				May 2013
Reams, Richard **	3			X							September 2013
Bayliss, Brian	4						x	x			August 2012
Pearson, Frankie	4			X				x		x	September 2013
Sarr, Deboarn	5								x	x	January 2013

Mr. Mize submitted a questionnaire for reappointment to the Aeronautics Commission **HOWEVER** he is not eligible to serve a third term on this Commission.

\*\* Rev. Reams lives in the City of Senca - his questionnaire has been forwarded to the city for consideration for appointment to the Committee.


Mr. Workman submitted questionnaire. He currently serves on Building Codes Appeal Board **HOWEVER** he will complete his 2nd of two terms the end of 2012 and is not eligible for reappointment to the Building Codes Appeal Board. He may be appointed to another board and/or commission.

**Areas of Interest (please check one or more)**

**Board/Commissions Applicable to Interests**

Aeronautics	Aeronautics Commission
Public Safety, Health & Welfare	Anderson-Oconee Behavior Health Services Commission Emergency Services Commission
Regulatory	Building Codes Appeal Board Parks, Recreation & Tourism Commission Board of Zoning Appeals
Planning Activities	Appalachian Council of Governments Board of Directors Board of Zoning Appeals Capital Project Advisory Committee Conservation Bank Board Economic Development Commission Planning Commission Scenic Highway Committee
Education	Arts & Historical Commission Library Board
Tourism & Recreation	Arts & Historical Commission Parks, Recreation & Tourism Commission Scenic Highway Committee





Oconee County  
Council Office

T. Scott Moulder  
Administrator

Oconee County  
Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691

Phone: 864 718 1023  
Fax: 864 718 1024

E-mail  
[thubles@occoneesc.com](mailto:thubles@occoneesc.com)

Paul Corbell  
Vice Chairman  
District I

Wayne McCall  
District II

Achie Barron  
District III

Joel Thrift  
District IV  
Chairman

Reginald T. Dexter  
District V

.....LEGAL AD.....

**PLEASE ADVERTISE IN THE NEXT ISSUE  
OF YOUR NEWSPAPER**

The Oconee County Council will hold a Public Hearings for **Ordinance 2013-20** "AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 2013-01 "AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE GENERAL CAPITAL PROJECT FUND, AND FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2013 AND ENDING JUNE 30, 2014" IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO" [Attachment B = Fee Schedule] and **Ordinance 2013-27** "AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE TRANSFER OF AUTHORITY FOR MUNICIPAL ELECTIONS FOR THE TOWN OF WEST UNION AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS OF ANY AGREEMENT, WITH EACH; AND OTHER MATTERS RELATED THERETO" on Tuesday, October 1, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415, S. Pine Street, Walhalla, SC.





## Beth Hulse

---

**From:** Beth Hulse  
**Sent:** Thursday, September 19, 2013 9:15 AM  
**To:** Beth Hulse; Carlos Galarza; Chad Dorset; Greenville News (localnews@greenvillemews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com)  
**Subject:** Public Hearings: Ordinance 2013-20 & 2013-27

The **Oconee County Council** will hold a Public Hearings for **Ordinance 2013-20** 'AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 2013-01 'AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE GENERAL CAPITAL PROJECT FUND, AND FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2013 AND ENDING JUNE 30, 2014' IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO" [Attachment B – Fee Schedule] and **Ordinance 2013-27** 'AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE TRANSFER OF AUTHORITY FOR MUNICIPAL ELECTIONS FOR THE TOWN OF WEST UNION AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS OF ANY AGREEMENT, WITH EACH; AND OTHER MATTERS RELATED THERETO' on Tuesday, October 1, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.

Citizens wishing to speak regarding these ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

**Elizabeth G. Hulse**

**Clerk to County Council**

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

[bhulse@oconeesc.com](mailto:bhulse@oconeesc.com)

[www.oconeesc.com/council](http://www.oconeesc.com/council)

**CONFIDENTIALITY NOTICE:** This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

**Beth Hulse**

---

**From:** Beth Hulse  
**Sent:** Thursday, September 19, 2013 9:14 AM  
**To:** Beth Hulse; [ciassadmgr@upstatetoday.com](mailto:ciassadmgr@upstatetoday.com)  
**Subject:** Public Hearings 2013-20, 2013-27 10-1-13  
**Attachments:** 091913 - PH 2013-20, 27 10-01-13.doc

Please run at your earliest convenience.  
Thanks.

**Elizabeth G. Hulse**  
**Clerk to County Council**  
Oconee County Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691  
864-718-1033  
864-718-1024 [fax]  
[bhulse@oconeesc.com](mailto:bhulse@oconeesc.com)  
[www.oconeesc.com/council](http://www.oconeesc.com/council)

**CONFIDENTIALITY NOTICE:** This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.