

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT
)
COUNTY OF SALUDA) FOR
) COOPERATION AND PARTICIPATION

This Intergovernmental Agreement for Cooperation and Participation for potable water supply and sanitary wastewater services entered into this 12th day of November, 2007, by and between the Saluda County Water and Sewer Authority (hereinafter referred to as the "Authority") and the Town of Batesburg-Leesville (hereinafter referred to as the "Town").

W I T N E S S E T H:

WHEREAS, the Authority proposes to construct a Water Treatment Facility with capacity to currently meet its needs and with the ability to expand treatment capacity to serve the Town; and

WHEREAS, the Town currently owns and operates a Wastewater Treatment Facility meeting the Towns current needs and with the ability to expand treatment capacity to serve the Authority; and

WHEREAS, the Town desires to obtain potable water capacity in the Authority's proposed Water Treatment Plant by assisting in the funding thereof; which funding will purchase capacity in the proposed Water Treatment Plant - said plant being owned by the Authority; and

WHEREAS, the Authority desires to obtain wastewater treatment capacity in the Town's Wastewater Treatment Plant by assisting in the funding of an expansion thereof; which funding will purchase capacity in the expanded Wastewater Treatment Plant - said plant being owned by the Town; and

WHEREAS, the Authority and Town agree that - by providing capital in the aforementioned facilities - the parties will acquire and own their respective capacity in each of the facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, the parties agree as follows:

1. This agreement shall extend for a term of five years from the date of its execution. During this term, the parties may terminate this Agreement upon thirty (30) days written notice at any time prior to entering into a Lead Agency and/or other agreements concerning the details for funding of the projects, acquisition of specific capacity in the plants, the operation of the facilities, charges or fees for potable water and/or wastewater treatment, and responsibilities of the entities for - and associated costs with - joint transportation or collection system use.

2. This agreement – and the purchase of capacity - is contingent upon funding being available to construct and/or expand the facilities. The parties agree to apply for and attempt to obtain funding from USDA–Rural Development and such other sources as may be available for loans and/or grants to assist in the funding of these projects and the purchase of capacity therein.
3. The funding provided for the respective projects will purchase capacity in said plants and the plants will be owned by the respective entities – the Authority will own the proposed Water Treatment Plant and the Town will own the expanded Wastewater Treatment Plant.
4. The Authority and Town will cooperate with one another to develop separate agreements (e.g., Lead Agency Agreement) concerning the details for funding of the projects, acquisition of specific capacity in the plants, the operation of the facilities, charges or fees for potable water and/or wastewater treatment, and responsibilities of the entities and associated costs with joint transportation or collection system use. The execution of subsequent agreements, including Lead Agency Agreements, will replace and supersede this Intergovernmental Agreement for Cooperation and Participation
5. This agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Authority and Town will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

IN WITNESS WHEREOF, the parties, acting under authority of their respective governing bodies, have executed this Intergovernmental Agreement for Cooperation and Participation to be effective on the date specified herein.

SALUDA COUNTY WATER AND SEWER AUTHORITY

By: 
Dennis Lambries, Chairman

Attest:


Secretary

THE TOWN OF BATESBURG-LEESVILLE

By: 
Jim Wizowaty, Mayor

Attest:


Secretary

COUNCIL APPOINTMENTS CONT'D.

Next a vote was taken on Central Midlands, Council Member O'Dell; Environmental Planning Advisory Committee, Council Member Spradley; Rail Transit Committee, Council Member Cullum will no longer attend this so Council Member Crapps is to check on this before a decision is made; Regional Transit Authority, Council Member Cain; Lexington County Water & Sewer, Bob Penick; Auditor, Keith Dooley; Building Inspector, G. W. Matthews; Planning/Zoning Administrator, Bill Reynolds; Myrtis Gantt, Chairman, Election Commission along with Timmy Jones and Terri Wise. Council Member DeLoach made a motion to adopt the aforesaid nominations with a second by Council Member Cullum. With no discussion, a vote was taken.

VOTE: 9 Approved 0 Denied

INTERGOVERNMENTAL AGREEMENT

The Mayor stated a copy of the **Intergovernmental Agreement** with Saluda County was in Council's packets. This is another Memorandum of Understanding. The Mayor read the Agreement and stated Saluda County has already approved it during their meeting in October. A motion was made by Council Member Williams with a second by Council Member DeLoach to adopt. After minimal discussion, a vote was taken.

VOTE: 8 Approved 1 Denied – Council Member Cain

APPROVAL OF NEW EQUIPMENT

The Mayor stated for the Fire Department to be used by the Building Inspector and Fire Inspector we have an Explorer from Ben Satcher; a new pickup for Pinto in the Street Department; a new flat bed pickup; Council Member Cain stated before they get into that can you tell me again where this pot on money is coming from because he remembers when we had our budget workshop that this pot of money was not mentioned. The Mayor stated when the accountant came to the meeting last month and gave us our packet, he balances our budget for us and tells us if Joan and Judy manages our money right and if they manage our money right there is some left over, if they didn't then they messed up. He stated there