

replacements. By participating in the Project Coordination Meeting, all parties will attempt to minimize cuts on newly paved roads.

- (6) Pay a reduced annual Cooperative Agreement fee based on the number of permits issued that covers the cost to review, inspect, and coordinate the permitted utility installation.
- (7) Comply with all other requirements for insurance, liability for personal injury or property damage, and indemnification against liability.

The Division agrees to:

- (1) Exempt the Participant from individual permit fees and bonds set forth in the Encroachment Ordinance.
- (2) Annually send the renewal agreement, contact information form, and invoicing contact request with the annual invoice.
- (3) Coordinate future utility, transportation, and Capital Improvement Projects with the Participant via the Project Coordination Meetings.
- (4) Allow the use of emergency repair permits complying with the requirements of the Encroachment Ordinance.
- (5) Exempt the Participant from road cut fees and future maintenance of disturbed pavement when restoration is made by resurfacing the entire road width and 20 feet beyond the disturbed area. See Greenville County Design Specifications 1-3, 1-4, and 1-7.

The exemption from individual fees and bonds set forth above does not relieve the Participant from securing individual permits. The Participant further agrees to perform all work within County rights-of-way in strict compliance with the Encroachment Ordinance. Utilities or their contractors/subcontractors working within the County rights-of-way without an encroachment permit or with an expired permit will be found to be in non-compliance with this agreement. Non-

compliant Utilities will be fined per each violation in accordance with the Encroachment Ordinance.

This Cooperative Agreement may be revoked by the Division at any time for a minimum of one year for non-compliance. Upon revocation, the Participant will be subject to standard permit fees and bond requirements as outlined in the Encroachment Ordinance.

COUNTY OF GREENVILLE

By _____
(Signature)

Witness _____

Name _____

Witness _____

Title _____

PARTICIPANT

By _____
(Signature)

Witness _____

Name _____

Witness _____

Title _____