

A G E N D A

OCONEE COUNTY COUNCIL MEETING

TUESDAY, JULY 18, 1995

3:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Presentation of Resolutions of Appreciation to Recently Retired Employees - Mr. Norman D. Crain
5. Consideration of Smith Data Contracts - Mr. Kenneth F. Williams, Auditor
6. Discussion Regarding Possible Exchange of Properties - Mr. Archie Barron, Chairman & Mr. W. H. Hudson, President, Oconee Memorial Hospital
7. Discussion and Consideration of Proposed Contract with Envirofab, Inc. for Sludge Drying Machine -Mr. Howard Adams, Chairman & Mr. Robert Winchester, Director, Sewer Commission
8. Second Reading of Ordinance 95-7, An Ordinance To Provide For Wastewater Disposal, Discharge Limits And Prohibitions, Pretreatment Requirements, Revenue, Permits And Reporting, Sampling, Monitoring and Enforcement Sewer Use And Pretreatment Regulation
9. Discussion & Consideration of Purchase of Vehicles for Sheriff's Department as per Section C, 4 of Ordinance 85-2 - Sheriff James Singleton & Ms. Marianne Dillard, Purchasing Director
10. Consideration of Lease Agreement By and Between Oconee County & the Town of Westminster for Chau Ram Park - Mr. Alex James, PRT Director
11. Consideration of Request for \$7,500 Contingency Funds to Complete Remainder of Bridge Construction/Grant Match - Mr. Alex James, PRT Director
12. Consideration of Memorandum of Agreement By and Between Oconee County and the Department of Juvenile Justice - Mr. Bob Busch, LEC Director

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13. Consideration of Extending the Contract with Harris Farms & Construction for Cover Dirt For Seneca Landfill -Mr. Jack Hirst, Solid Waste Director & Ms. Marianne Dillard, Purchasing Agent
14. Consideration of Bids for Auditing of County Records and Accounting Policy & Procedure - Ms. Marianne Dillard, Purchasing Agent
15. Consideration of Request From Perry Alexander Construction Company to Reduce Retainage on Five Forks Landfill Closure Project - Ms. Marianne Dillard, Purchasing Agent
16. Consideration of Request for Direct Phone Line to the Air Traffic Controller at Greenville/Spartanburg Airport - Ms. Marianne Dillard, Purchasing Agent
17. Consideration of Phone Lines for Public Defender's Conference Room and the Sheriff's Conference Room
18. Consideration of Approval of SHARE Worker for Westminster Library
19. Consideration of Amendment of Forest Service Special Use Permit #1021-01
20. Third & Final Reading of Ordinance 95-5, "An Ordinance Amending Ordinance 75-5 So As To Change The Name Of The Oconee County Mental Retardation Board To The Oconee County Board Of Disabilities And Special Needs; To Provide For Its Membership Functions, Responsibilities, And Duties; To Provide The Method Of Appointment Of Its Membership; To Require Insurance Coverage For Employees And Board Members; To Establish The Separability And Severability Of This Ordinance; And To Establish The Effective Date Of This Ordinance"
21. Old Business
22. New Business
23. Adjourn

AGENDA

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2:00 pm There will be a Roads & Transportation
Committee Meeting for the purpose of discussing:

- (1) Proposed Gravel Costs
- (2) Roadways in Park Ridge Subdivision
- (3) Brittany Lane
- (4) Old & New Business as necessary

2:45 pm Administrative Briefing

MEMBERS, OCONEE COUNTY COUNCIL

Ms. M. Fran Burrell, District I Mr. Harrison E. Orr, District II
Mr. Harry R. Hamilton, District III Mr. Roy B. Strickland, District IV
Mr. Alton K. Williams, District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, July 18, 1995, at 3:00 pm in Council Chambers with all Council Members and the County Attorney present.

Members of the press notified (by mail):
Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WBFM Radio, WCCP Radio, WZLI/WLET Radio, WYFF TV, WLOS TV & SC Black Media Group.

Press

Members of the press present: Ashton Hester - Keowee Courier, Dick Mangrum - WGOG Radio, Jennifer Barnett - Anderson Independent & Karen Peterson - Greenville News.

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

Call to Order

The invocation was given by Mr. Orr.

Invocation

Mr. Orr made a motion, seconded by Mr. Williams, approved 5 - 0 that the minutes of the June 20, 1995 meeting be adopted as printed with the correction of Mr. Hamilton, not Ms. Burrell being absent from said meeting.

Minutes

Mr. Crain presented resolutions of appreciation to Ms. Betty Dubose & Mrs. Nettie Keys who recently retired as county employees.

Resolutions

Upon request of Mr. Kenneth F. Williams, Auditor, Mr. Strickland made a motion, seconded by Ms. Burrell, approved 5 - 0 that the attached Smith Data Contracts marked 5A - 5D be adopted upon approval of the County Attorney.

Smith Data Contracts

Mr. Archie Barron, Chairman & Mr. W. H. Hudson, President, Oconee Memorial Hospital, presented the attached land exchange proposal to Council. After discussion, Mr. Crain referred this matter to a special committee with all Council Members as members and Mr. Orr, Chairman.

Land Exchange Proposal

Mr. Howard Adams, Chairman & Mr. Robert Winchester, Director, Sewer Commission requested Council approve the attached contract with ENVIROFAB, Inc. to purchase a sludge drying machine at a cost of \$798,775. (See attached contract)

Sewer

Mr. Orr made a motion, seconded by Mr. Hamilton that the county enter into the contract with ENVIROFAB to purchase the machine and that another contract be considered, at a later date, with David Smith to market the product.

Mr. Strickland made a motion, seconded by Mr. Williams, approved 3 - 2 (Mr. Orr & Ms. Burrell voting against) that the motion be amended for the contract to include: the county can obtain the sludge, if needed, upon notice to the Sewer Commission.

The contract as amended was adopted 5 - 0.

The contract with David Smith was postponed until a later date.

Mr. Cain, County Attorney, informed Council the preamble to Ordinance 95-7, "An Ordinance To Provide For Wastewater Disposal, Discharge Limits And Prohibitions, Pre-treatment Requirements, Revenue, Permits And Reporting, Sampling, Monitoring And Enforcement Sewer Use and Pretreatment Regulation" has been changed to:

Ord. 95-7

WHEREAS, Oconee County Ordinance 79-4, Known As An Ordinance To Establish Regulations Governing Use Of The Oconee County Sewer System, was adopted to comply with then existing State and Federal requirements and to establish regulations governing the use of and discharge to such system; and

WHEREAS, County Council has found recent developments in Federal and State law have imposed additional requirements upon public wastewater treatment facilities and, make it necessary to update and amend Oconee County Ordinance 79-4 so as to comply with applicable State and Federal laws and regulations;

NOW THEREFORE, be it ordained by the Oconee County Council, in session duly assembled and with a quorum present and voting, that Oconee County Ordinance 79-4 is hereby amended to provide as follows:

Mr. Williams made a motion, seconded by Mr. Orr, approved 5 - 0 that Ordinance 95-7, as presented be adopted on second reading.

Upon request of Sheriff Singleton and recommendation of Ms. Marianne Dillard, Purchasing Agent, Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 5 - 0 that the bid process be waived and three (3) vehicles for the Sheriff's Department be purchased from State Purchasing at a cost of \$51,655 as per Section C, Subsection 4, "The informal and formal bid procedures may be waived under the following conditions upon approval of the Purchasing Agent: When in the Purchasing Agent's judgement, and with concurrence of County Council, it is to the advantage of the County's interest to do so." (See attached)

Sheriff's
Vehicles

Upon request of Mr. Alex James, PRT Director, PRT and Mr. Glen Cox, PRT Commission Chairman, Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the attached lease by and between Oconee County and the Town of Westminster for additional acreage for Chau Ram Park be adopted with the additional clauses being added:

(1) The portion of land identified in the lease as containing twenty-seven "(27) acres more or less, and being located adjacent to that forty-five and one tenth (45.1) acre tract above described" will revert back to the Town of Westminster if grants cannot be obtained and the parks system is unable to construct hiking/mountain bicycle trails in a timely manner.

(2) The lease contain a statement that requires the Town of Westminster to schedule using the facilities through the PRT Office.

The motion, as approved also included taking (Cont'cy) \$7,500 from contingency and placing it in line item 10 018 00170 18170 for the pedestrian bridge over the Chauga River.

Mr. Strickland made a motion, seconded by Ord. 95-5 Mr. Williams that Ordinance 95-5, "An Ordinance Amending Ordinance 75-5 So As To Change The Name Of The Oconee County Mental Retardation Board To The Oconee County Board Of Disabilities And Special Needs; To Provide For Its Membership, Functions, Responsibilities, And Duties; To Provide The Method Of Appointment Of Its membership; To Require Insurance Coverage For Employees And Board Members; To Establish The Separability And Severability Of This Ordinance; And To Establish The Effective Date Of This Ordinance" be adopted on third and final reading.

Upon request of Mr. L. J. Powell and Mr. Jerry Mize of the Board, Ms. Burrell made a motion, seconded by Mr. Williams approved 5 - 0 that the ordinance be amended to change the membership from seven (7) to nine (9) members.

The ordinance, as amended, was then adopted on third and final reading by a vote of 5 - 0.

Upon request of Mr. Bob Busch, LEC Director, DJJ Contract Mr. Williams made a motion, seconded by Mr. Hamilton, approved 5 - 0 that the attached Memorandum of Agreement with the Department of Juvenile Justice not to exceed \$9,877 be adopted.

Mr. Busch also presented the attached Law Enforcement Center staffing analysis to Council. After discussion, Mr. Crain referred this matter to the Law Enforcement, Safety, Health, Welfare & Services Committee. LEC Staff

The Law Enforcement, Safety, Health, Welfare, & Services Committee scheduled a meeting Tuesday, August 1, 1995 at 6:00 pm in Council Chambers to discuss the above referenced matter. LEC Meet

Upon recommendation of Mr. Jack Hirst, Solid Waste Director & Ms. Marianne Dillard, Purchasing Agent, Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the bid process be waived and the contract for fill dirt at the landfill with Harris Farms and Construction Company be extended as per Section C, Subsection 2. "When it is to the advantage of Oconee County to acquire goods and/or services on the basis of a previously awarded bid or contract" and 4. "When in the Purchasing Agent's judgement, and with concurrence of County Council, it is to the advantage of the County's interest to do so." Solid Waste

Upon recommendation of Ms. Dillard, Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 5 - 0 that the bid for the auditing of county records for fiscal year 1995-96 be awarded to Byerley & Payne & Kirk Messick at a cost of \$24,750 plus approximately \$500 for the performance bond with an option to renew for an additional two (2) years. (See attached bid) Audit Bid

Upon recommendation of Ms. Dillard, & Mr. G. N. Hunnicutt, Finance Director, Ms. Burrell made a motion, seconded by Mr. Hamilton, approved 5 - 0 that the bid for an Accounting Policy & Procedures Manual be awarded to Freeman-Stutsman at a cost of \$9,200. The cost of the manual is to come from line item 10 007 00150 00025 (Professional). Accounting Policies

Upon request of Mr. Jack Hirst, Solid Waste Director & Ms. Marianne Dillard, Purchasing Agent, Mr. Strickland made a motion, seconded by Mr. Orr, approved 5 - 0 that the county accept Goldie & Associates recommendation to reduce the retainage of Perry Alexander Construction Company to \$22,467 on the Five Forks Landfill closure/post closure project. (See attached letters) Solid Waste

Upon recommendation of Ms. Dillard, Purchasing Agent, Mr. Orr made a motion, seconded by Ms. Burrell, approved 5 - 0 that \$1,073.50 be taken from contingency and placed in line item 10 007 00150 00741 for a phone line between the Air Traffic Control Tower at Oconee County Airport and Greenville-Spartanburg Airport. (See attachment) Aeronautics (Cont'cy)

Mr. Williams made a motion, seconded by Mr. Orr, approved 5 - 0 that the request of Judge H. Dean Hall for a phone in the Public Defender's Conference Room and the Sheriff's Conference Room be honored, taking the funds from contingency and placing them in line item 10 007 00150 0741. (See attached request)

Court
Official
Telephones
(Cont'cy)

Mr. Williams made a motion, seconded by Mr. Orr, approved 5 - 0 that the attached Special Use Permit #1021-01 be adopted.

Forestry
Permit

Ms. Burrell made a motion, seconded by Mr. Orr, approved 5 - 0 that Ms. Elizabeth Lincoln be re-appointed to the Oconee County Library Board with her tenure commencing immediately and expiring June 31, 1999.

Library
Appt.

The Personnel & Intergovernmental Committee scheduled a meeting Tuesday, July 25, 1995 at 8:00 am in Council Chambers for the purpose of discussing:

Committee
Meet

(1) Liability Insurance for the Airport

(2) A Request of the County Physician for Medical Equipment, Space, etc.

Mr. Orr, Chairman, Roads & Transportation Committee, informed Council it was the recommendation of the committee that the bridge on Brittany Lane (WA 206) be removed and disposed of, the road be blocked on both ends at the creek, the county continue to seek to obtain rights of ways for a cul-de-sak on both ends, and to seek a court order, if deemed necessary by the County Attorney, to permanently close the roadway at or near the creek on both ends of the roadway; but the remaining portion of Brittany continue to be maintained by the county.

Road Comm.
Recommd'ns

This recommendation was adopted 5 - 0.

Mr. Orr further informed Council it was the recommendation of the committee that the attached list of gravel prices be adopted for the Rock Crusher with an effective date of September 1, 1995.

This recommendation was adopted 5 - 0.

Mr. Orr also informed Council it was the recommendation of the committee that Mr. Walter L. Burton be extended credit at the Rock Crusher as per Ordinance 91-10.

This recommendation was adopted 5 - 0.

Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 5 - 0 that Mr. Bud Roach be appointed as an ex-officio member of the Solid Waste Commission representing the Town of Westminster. (See attached letter)

Solid
Waste
Appt.

Mr. Crain informed Council that Northland Cable Television, Inc. is requesting renewal of their franchise, the County Attorney and Administration will take care of this matter.

Cable TV

Mr. Crain also brought to the attention of Council the attached letter of information regarding two (2) Emergency Preparedness Commission members who have failed to attend at least fifty (50) percent of the meetings.

Emergency
Prep.
Comm.

Mr. Strickland made a motion, seconded by Ms. Burrell, approved 5 - 0 that the county obtain the final option on one-third of the approximately thirty (30) acres adjacent to the Seneca Landfill and proceed to purchase the tract of land.

Solid Waste

Mr. Strickland made a motion, seconded by Ms. Burrell, approved 5 - 0 that the county purchase approximately two and one-half (2.5) acres of land between Richland and Salem for a manned convenience center.

Adjourn: 6:15 pm

Norman D. Crain
Norman D. Crain
Supervisor-Chairman
Oconee County Council

THIS SOFTWARE LICENSE AGREEMENT (hereinafter "Agreement") is made this _____ day of _____, 19____, between J M Smith Corporation d/b/a SMITH DATA PROCESSING, (hereinafter referred to interchangeably as "Licensor" and SDP) and _____ OCONEE COUNTY _____ COUNTY MAIL ROOM, WALHALLA SC 29691 (hereinafter "Licensee").

1. RECITALS

J M SMITH CORPORATION, d/b/a Smith Data Processing, a South Carolina Corporation, is the licensor of the SDP software FINES & FEES, CLERK-JURY SELECTION, OPERATING SYSTEM, MAGISTRATE- JURY SELECTION - WALHALLA, MAGISTRATE - WALHALLA, LAW ENFORCEMENT, LEGAL PAPERS, PAWN TICKETS, AUDITORS DEED LIST, COURT INDEXING, DMV, TREASURERS BOOKKEEPING, INVENTORY, JAIL BOOKING, JAIL MANAGEMENT, C.A.D. SYSTEM, MAGISTRATE - SENECA, APAY/BUDGETARY, ASSESSORS TAXES, AUDITORS TAXES, DELINQUENT TAX, FIXED ASSETS, ASSESSOR MASS APPRAISAL, PAYROLL, PROBATE JUDGE, TREASURERS TAXES, CLERK OF COURT, -UPDATE, CALCULATE & PRINT VEHICLE TAXES IN HOUSE-, (hereinafter referred to as the "System"), to be used on the computer equipment as set forth on Exhibit A or such other computer or computers as Licensor may approve in writing.

2. LICENSE

1.1 Grant of License. Licensor grants to Licensee, pursuant to the following terms and conditions, a perpetual non-exclusive, non-transferable license to use Licensor's software and the software user's manual (hereinafter collectively "Software").

1.2 Use of Software by Licensee. The License granted under this Agreement authorizes Licensee to use the Software in machine readable form on a single central processing unit (hereafter "CPU"). Licensee may temporarily transfer the software to backup equipment if the CPU is inoperative and Licensee gives Licensor advance notification of such transfer. The Software shall be used only for Licensee's own business and Licensee shall not permit any parent, subsidiaries, affiliated entities or third parties to use the Software.

3. CONSIDERATION.

In consideration of the forgoing license, Licensee shall pay Licensor the sum set forth on Exhibit A. Any equipment to be provided by Licensor shall be furnished in accordance with the schedule set for on Exhibit A.

4. COPIES.

Licensee shall not copy or duplicate in whole or in part the Software provided under this agreement in computer code form. Licensee may, solely to enable it to use Software, make two archival copies of the Software. Licensee shall have no other right to copy or print, in whole or in part, the Software or the Procedure Manual without the prior approval of the Licensor. All copies made by Licensee are the exclusive property of Licensor.

5. SOFTWARE OWNERSHIP.

- 4.1 Licensor's Representation. Licensor represents that it is the owner of the Software and all portions thereof.
- 4.2 Modifications. Only Licensor shall have the right to modify, maintain, enhance or otherwise alter the Software.
- 4.3 Transfer. Under no circumstances shall Licensee transfer in any manner, in whole or in part, the Software or any copy thereof, without Licensor's prior written consent.

6. TITLE TO SOFTWARE AND CONFIDENTIALITY.

The Software is proprietary to Licensor and title to it remains with Licensor. All applicable rights to trade secrets or any modifications or enhancements made by Licensor or at Licensee's request shall remain with Licensor. Licensee shall not sell, publish, disclose, display or otherwise make available the Software or copies thereof to others. Licensee agrees to secure and protect the Software in a manner consistent with the maintenance of Licensor's rights therein and to take appropriate action by instruction or agreement with its employees, agents or consultants who are permitted access to the Software to satisfy Licensee's obligations hereunder.

7. PATENT AND COPYRIGHT INDEMNIFICATION.

Licensee is neither authorized nor obligated to defend any action brought against the Licensee to the extent that it is based on a claim that the Software used within the scope of the license granted hereunder, infringes a copyright in the United States or a United States patent. Licensor, at its own expense, will defend any action brought against Licensee to the extent it is based on a claim that the Software used within the scope of this agreement infringes any patent, copyright, license, trade secret or any other proprietary right, provided that the Licensor is immediately notified in writing of such a claim. Licensor shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Licensor's prior written approval. Licensor shall have no liability for any claim under this section if a claim for patent, copyright, license or trade secret infringement is based on the use of a superseded or altered version of the Software, if such infringement would have been avoided by the use of the latest unaltered version of the Software available as an update.

8. DELIVERY AND ACCEPTANCE.

Licensor shall deliver the Software at the location designated in Exhibit A. Licensee shall be deemed to have accepted the Software as of the date of the first training session unless another date is specified in Exhibit A.

9. HARDWARE REQUIREMENTS.

Because of compatibility requirements, Licensee agrees that it will use the system only in conjunction with the computer equipment as set forth on the current Exhibit A or such other computer or computers as Licensor may approve in writing.

10. WARRANTY.

10.1 Scope. Licensor warrants that for ninety (90) days after acceptance, the Software will conform to the Software specifications set forth in the SDP System Procedure Manual including, but not limited to, operating performance and compatibility. During the warranty period, Licensor will use its best efforts to correct defects which substantially affect system performance and shall without additional charge, correct system errors, and issue corrected releases to Licensee. After the expiration of the warranty period, Licensor shall provide maintenance for Software if Licensee subscribes to software maintenance service.

10.2 Warranty Limitation. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE DELIVERY,

5B



**smith
data processing**

p.o. box 6052
spartanburg, s.c. 29304

(803) 578-9455
1-800-235-0762
FAX (803) 578-2427

OCONEE COUNTY PROPOSAL
LAST YEAR TAX ACCESS
February 28, 1995

The SDP LAST YEAR TAX ACCESS system will keep the prior year's tax file online for direct access by receipt, map number, SCTC file number, and taxpayer name in a similar manner as current year taxes. All Tax offices will have access to this data. This data would be for review only - no updating of records will be allowed. Limited reporting capabilities will be included.

Training for all offices is included in the price (a maximum of 5 days).

LAST YEAR TAX ACCESS	\$ 8,000.00
SALES TAX	400.00
9 Months Maintenance @ 114.00	1,026.00

TOTAL FIRST YEAR COST	\$ 9,426.00

TERMS

Invoices will be billed at the end of the month. Your account must be paid by the 15th of the following month. Amounts not paid when due will be subject to a finance charge of 2% per month (24% per year).

Please have the authorized person sign both copies and return them to Smith Data Processing. SDP will sign both copies and return one copy to you.

A software maintenance agreement should be entered into which is payable 90 (ninety) days after installation and monthly thereafter. Monthly maintenance is \$142.00 per month.

PRICES IN THE QUOTE ARE VALID FOR THIRTY (30) DAYS.

J. M. SMITH CORPORATION
d/b/a SMITH DATA PROCESSING

BY: _____
Walter Kay
ITS: Vice President - SDP
DATE: _____

BY: _____
ITS: _____
DATE: _____

5C



**smith
data processing**

p.o. box 6052
spartanburg, s.c. 29304

(803) 578-9455
1-800-235-0762
FAX (803) 578-2427

March 1995

Oconee County
Oconee SC

1995 Taxes
July 1, 1995 through June 30, 1996

Real Estate and Other Personal

Proof notices			780.00
Update personal			1,300.00
Sort all notices alpha			425.00
Print notices	60,000 @ .15	E	9,000.00
Auditor's digest	60,000 @ .09	E	5,400.00
Abstract totals			425.00
Treasurer's digest	60,000 @ .09	E	5,400.00
List returns for next year			585.00
Supplemental digest Auditor & Treasurer			530.00
Supplemental abstract			425.00
Process mfg., utilities, corporations			
furniture & fixtures			3,180.00
Miscellaneous reports, Auditor & Treasurer			1,020.00
Total and zero Homestead List			450.00
Lendor list			500.00
Match del to current file print message			600.00
Error Abstract			425.00
Unpaid Abstract			425.00
Build Boat Deletion Tape			100.00
Print Mobile Home from Highway Dept.			50.00

Total \$31,020.00



Oconee County
March 1995

Assessor

Miscellaneous reports & programs	\$2,120.00
Convert PS/1 tape to tax tape	<u>795.00</u>
Total Assessor	\$2,915.00



March 1995

Oconee County
1995 Taxes
July 1, 1995 through June 30, 1996

AN ACT TO AMEND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, BY ADDING SECTION 12-45-75, SO AS TO AUTHORIZE THE GOVERNING BODY OF A COUNTY BY ORDINANCE TO ALLOW INSTALLMENT PAYMENTS OF ALL NONESCROWED AD VALOREM TAXES ON REAL PROPERTY LOCATED IN THE COUNTY AND TO AUTHORIZE THE GOVERNING BODY OF A COUNTY BY ORDINANCE TO PROVIDE A DISCOUNT ON ALL AD VALOREM TAXES ON REAL PROPERTY LOCATED IN THE COUNTY WHICH ARE PAID IN ADVANCE OF THE DUE DATE HAS BEEN PASSED.

If your county should desire to implement either or both of these options, SDP will be happy to provide you with a separate contract covering the changes as determined by your local ordinances.

There are many changes being discussed in 1995 concerning property taxes in South Carolina. We at Smith Data Processing try to keep up and stay ahead of these changes for our local government customers. We cannot anticipate the massive changes that may occur with the General Assembly this tax year. We will, however, work with your county to make any and all changes in the tax structure as smooth as possible.

This contract is based on processing taxes the same way that 1994 taxes were processed. If major changes are required in the tax system, we will calculate a cost to accomplish these changes and submit a contract to you for this cost for you to approve. As always, we will try to keep any cost for new legislative changes as low as we possibly can.

Smith Data Processing enjoys working with your county and we will keep all costs as low as possible.

The price for processing municipal tax bills charged and collected by the County will be .45 each.



Oconee County
March 1995

Recap of Charges

Total Real and Other Personal	\$31,020.00
Total Assessor	<u>2,915.00</u>
Total Processing	33,935.00
Total Forms	25,249.54
Total Charges	\$ 59,184.54

The above quantities are amounts ordered from forms companies. There will be an estimated 5% overrun of these forms and Smith Data Processing will bill county for the additional forms at the above prices.

Stock forms to be furnished by Smith Data Processing. Custom forms to be paid for by Oconee County. Smith Data Processing will design and order for county. This order will be placed with twenty-three other counties.

These are forms State has been furnishing to counties. The State has already paid monies to each county to cover these forms.

Invoices will be billed at the end of the month. Your account must be paid by the 15th of the following month.

Please have authorized person sign one copy and return to Smith Data Processing.

Sincerely,

Oconee County

Walter M. Kay, Jr.
Vice President

Date

WMK/rl

OMH OCONEE MEMORIAL HOSPITAL

July 12, 1995

Mr. Norman D. Crain, Supervisor/Chairman
Oconee County Council Members
208 Booker Drive
Walhalla, SC 29691

Dear Mr. Crain and Council Members:

I am writing in response to your letter of April 21, 1995 requesting that Oconee County be given the first right of refusal should the Hospital decide to sell its property adjacent to the Oconee County Landfill. Oconee Memorial Hospital has acquired the interest of the DAR School in this property and is now sole owner.

The Board of Directors of the Hospital have considered your request carefully. Accompanying this letter, you will find a Proposal of the Board which would result in Oconee County acquiring ownership of those lands in exchange for properties the County already owns. The Board recognizes that it and the council are both obligated to the community of Oconee County and with the best interests of the community in mind, considers this proposal to be very beneficial to both the County and the Hospital.

We hope you will look upon this proposal favorably.

Yours very truly,



W. H. Hudson, President

sh

Enclosure

PROPOSAL

TO: Oconee County, South Carolina

FROM: Board of Directors
Oconee Memorial Hospital, Inc.

RE: Exchange of Properties

DATE: July 12, 1995

Oconee Memorial Hospital, Inc. (hereinafter "Hospital") herewith tenders a proposal to trade certain real property owned by the Hospital to Oconee County (hereinafter "County"), together with other considerations, in exchange for receiving from the County the real property which the County owns currently leased by the County to the Hospital.

The Hospital believes that the consummation of the transaction proposed here is supported by certain facts which should be kept in mind by way of explanation of the basis of the Hospital's proposal, to wit:

1. On July 9, 1959, the Hospital conveyed to the County two (2) tracts of the Hospital's land, one containing thirty-three and eight-tenths (33.8) acres, more or less, and a second containing nineteen and ninety-two one-hundredths (19.92) acres, more or less, upon which is located the Hospital's physical plant and facility operating under the name and style of Oconee Memorial Hospital. In that transaction, the Board of Directors of the Hospital authorized the granting of a pledge to the County of so much of the Doyle Fund as would be required to match funds available to the County under the Hill-Burton Act, not to exceed a total of ninety thousand (\$90,000) dollars. All of this was done at no cost to the County and in support of Act #483 of the Legislature of the State of South Carolina declaring that *"the General Assembly finds that there is a need for public hospital facilities in Oconee County which requires an expenditure by Oconee County of nine hundred thousand (\$900,000) dollars, and such funds, with federal aid made available through the so-called Hill-Burton Act, will be sufficient to enable such facility to be provided."*

2. Pursuant to Legislative Act #483, the Hospital and the County, by their duly authorized officers, negotiated the terms and conditions and entered into an agreement dated June 29, 1959 entitled *"Indenture of Lease"*, which was then executed on behalf of the County and the Hospital. The Lease was subsequently renewed on the 29th day of June, 1974 and again in 1989, and was ultimately replaced by a thirty (30)

year Lease for the same properties executed as part of the seventeen and one-half million (\$17,500,000) dollars Hospital Revenue Bond Series 1995, dated March 22, 1995, which Lease is presently in full force and effect.

3. It is the sole purpose and objective of the Hospital to further serve the health and retirement needs of the citizens of the County which would be aided and assisted by the Hospital's reacquiring the property which is the subject of the Lease, thereby enabling the Hospital to expeditiously and efficiently follow land use studies recommended to it and better serve the community by having control of its own resources.

4. The Hospital owns fifty-seven and seven-three one-hundredths (57.73) acres, more or less, of real property which lies adjacent to the County-owned landfill, and the County is in need of the Hospital's property to be used for the continued maintenance of the landfill so that the County's acquisition of the Hospital's lands would be of great benefit to the County.

PROPOSAL

For and in consideration of the foregoing and the mutual benefits flowing to each party, the Hospital proposes to trade its fifty-seven and seven-three one-hundredths (57.73) acres, more or less, which the Hospital owns adjacent to the County's landfill to the County, together with the following additional considerations:

- i. withdraw its annual request of one hundred twenty-five thousand (\$125,000) dollars to support its EMS system;
- ii. be solely responsible for and pay the final two (2) payments due from the County on June 30, 1996 and June 30, 1997 on the 1977 Hospital Bond, in the amount of two hundred thirty-six thousand five hundred seventy-nine (\$236,579) dollars each;

IN EXCHANGE FOR the conveyance by the County to the Hospital of the two (2) tracts of the land containing thirty-three and eight-tenths (33.8) acres, more or less, and containing nineteen and ninety-two one-hundredths (19.92) acres, more or less, conveyed to the County by the Hospital upon which is located the Hospital's physical plant and facility.

CONCLUSION

By trading properties as outlined herein, the County acquires property which it needs for the maintenance and continuation of the County landfill facility, as well as benefiting financially from the payments to be made by the Hospital as well as the

annual contributions to its EMS system which the Hospital is willing to forego over the thirty (30) year term of the Lease, amounting to in excess of four million three hundred thousand (\$4,300,000) dollars. On the other hand, the County is only giving up lands which it was paid to take to begin with, as part of a federal financing arrangement.

The Hospital views this as a very attractive proposal for the County while putting itself in a position to better follow a master plan well into the future of the County to insure quality health care and retirement facilities for the citizens of the County.

Respectfully submitted,

OCONEE MEMORIAL HOSPITAL, INC.

By: A. J. Bannan

Chairman, Board of Directors

And: W. N. Hudson

President



Oconee County Sewer Commission

623 Return Church Road • Seneca, South Carolina 29678
803-972-3900

June 29, 1995

Mr. Norman Crain
Oconee County Supervisor
208 Booker Drive
Walhalla, S.C. 29691

Dear Mr. Crain:

The Sewer Commission Finance and Facilities Committees met on June 27, 1995 to discuss the pending purchase of a sludge dryer from Envirofab, Inc.

The pending purchase of this unit was approved by the County Council several months ago, and the Commission has been negotiating a contract since that time. A copy of the May 2, 1995 proposed contract, as I understand it, was furnished to you and County Council by Tim Cain several weeks ago.

After reviewing the proposed contract with Envirofab's proposed changes, the Sewer Commission fully supports the purchase of this unit and has endorsed the attached contract for County approval. The ongoing discussion on this issue began in August of 1993; and the price of the unit has increased over this period of time, which is reflected in the proposed contract.

The Sewer Commission has expended approximately \$10,000 in engineering and legal fees and approximately \$236,000 in sludge hauling and disposal fees during this period of negotiations. The Sewer Commission requests that in the interest of, and to the benefit of, our customers and citizens that this purchase be approved.

Attached find a Fact Sheet with some relevant information concerning the function of the Sewer Commission, which is important to consider. Thanks for your cooperation; and, if you need further information, please call.

Sincerely,

Howard S. Adams

Howard S. Adams
Chairman, OCSC

HSA/kh
Attachments

cc: County Council Members
Sewer Commissioners
Mr. Tim Cain



Oconee County Sewer Commission

623 Return Church Road • Seneca, South Carolina 29678
803-972-3900

June 1995

OCONEE COUNTY SEWER COMMISSION FACT SHEET

- The availability of Oconee County's sewer facilities are a tremendous asset to the County's overall economic development.
- It is a mistake to call the system County-wide sewer in the sense of service lines throughout the County, although the economic impact is a County-wide benefit.
- The cities of Seneca, Walhalla, and Westminster provide the funding for the wastewater facilities.
- The above funding is by contract between the County and the cities on a pro rata basis of the Sewer Commission budget.
- The wastewater treatment plant is currently being upgraded from 5 million gallons per day to 7.8 MGD at a cost of approximately 10 million dollars, to accommodate future industrial growth.
- With this upgrade, debt service alone makes up approximately 30.6% of the Sewer Commission budget.
- The future growth of the sewer system will be hampered by the lack of funds to construct or improve the transportation lines and pump stations which bring the waste to the treatment plant.
- Future industrial and commercial growth of Oconee County is dependent upon an adequate sewer transportation system.
- ** The Coneross facility processes approximately 10 tons of sludge per day, which is transported to the Palmetto Landfill in Spartanburg.
- ** The Coneross facility accepts and treats sludge from package treatment facilities such as Oconee State Park; U.S. Forest Service; Salem, Oakway, and West Oak Schools; Tamassee DAR; SCDOT Welcome Center; Foxwood Hills; Carolina Landing; Chicasaw Point and many other private developments that have no sludge processing capabilities in Oconee County.
- ** The Coneross facility is the only approved site for sludge disposal from septic tanks from throughout Oconee County.
- ** The Coneross Creek facility essentially processes all domestic and commercial wastewater sludge generated throughout Oconee County.

ENVIROFAB, Inc.
Waste Minimization Equipment

P.O. Drawer 719 • Fairforest, South Carolina 29336 • Phone (803) 574-3108 • Fax (803) 574-3310

May 2, 1995

Robert C. Winchester
Oconee County Sewer Commission
623 Return Church Road
Seneca, SC 29618

Re: Sludge Dryer Contract

Dear Mr. Winchester,

Attached you will find a copy of the proposed changes in the sludge dryer contract per our meeting yesterday, May 1.

The total cost of \$798,775.00 includes a 15% (\$60,000.00) increase in our stainless steel pricing. We have also, per our discussion, excluded the building.

In the event that a purchase order is issued upon the signing of the contract, the contract and its conditions will become part of the purchase order.

Sincerely,



D. Richard Hartis
President

DS/js

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 1995, by and between the Oconee County Sewer Commission (hereinafter referred to as the "Owner") and ENVIROFAB, Inc. (hereinafter referred to as the "Vendor").

WHEREAS, the Owner operates a wastewater treatment facility located in Oconee County, South Carolina, which generates sewer sludge; and

WHEREAS, said facility is permitted by the South Carolina Department of Health and Environmental Control (SCDHEC) to process up to five million gallons per day of domestic and industrial wastewater; and

WHEREAS, the Owner has undertaken certain improvements to and expansion of its facilities which will increase the permitted capacity of such facility to 7.8 million gallons per day; and

WHEREAS, the Vendor has represented to Owner that Vendor is the manufacturer of a sludge dryer process which will convert the sewage sludge generated by the Owner's facility into 90%+ biosolids product;

WITNESSETH:

FOR THE CONSIDERATION SET FORTH HEREIN, to include the mutual covenants and agreements of the parties, the receipt and sufficiency of which are hereby accepted and acknowledged, the parties agree as follows:

I. DESCRIPTION OF WORK. The Vendor will furnish all products, tools, construction, equipment, skill and labor of every type and description necessary to carry out and to complete in a good, firm, substantial workmanlike manner, the construction, delivery and installation of a Model 3.0 TH-B Mini-Miser Sludge Dryer and perform all such work in accordance and in strict conformity with the specifications and representations contained on Schedule "A" attached hereto and incorporated herein by this reference.

II. BEGINNING AND COMPLETION DATES. Vendor shall commence the work to manufacture and construct the sludge dryer on a date to be specified in a written notice to proceed from Owner. Vendor shall deliver the sludge dryer within ninety (90) working days from the date set forth in the written notice to proceed.

III. CONTRACT PRICE AND PAYMENT. Vendor shall notify Owner in writing when the installation of the sludge dryer is completed and the same becomes operational. Owner shall have a period of ninety (90) calendar days after receipt of such notification to use and operate the sludge dryer so as to determine if the same performs in accordance with the specifications set forth herein. Upon the expiration of such time period, the Owner shall notify the Vendor of its acceptance or rejection of the sludge dryer. In the event the sludge dryer is accepted by Owner, Owner agrees to pay Vendor for the work described, a total price of \$798,775.00 for the faithful performance of this Agreement on the condition that such payment shall not be due until a form acceptable to Owner evidencing the satisfaction of all liens, filed and unfiled, arising out of the construction, delivery or installation of the sludge dryer and related equipment or improvements or receipts evidencing payment in full covering all labor, materials, and equipment for which a lien could be filed, or against such liens. In the event the sludge dryer is rejected by Owner, Vendor will remove the sludge dryer from Owner's property without cost to Owner. PROVIDED HOWEVER, that any structural improvements constructed or placed upon the Owner's property in connection with the installation of the sludge dryer shall become the property of the Owner free and clear of any liens or claims of Vendor or others.

IV. RESPONSIBILITIES OF VENDOR.

A. Vendor shall be solely responsible for all construction, delivery and installation of the sludge dryer under this contract. Vendor shall supervise and direct the work to the best of its ability and give it all attention necessary for such proper supervision and direction.

B. Vendor shall pay for all labor, materials and equipment including tools, construction equipment and machinery, utilities, including water, transportation and all other facilities and services necessary for the proper completion of the work on the project in accordance with this Agreement.

C. Vendor shall pay all taxes required by law in connection with the work on the project in accordance with this Agreement including sales taxes. Vendor shall comply with all laws, ordinances and regulations relating to the performance of the work herein

D. Vendor assumes full responsibility for the acts, negligence, or omissions of its employees on the project, and for those of all persons doing the work under a contract with Vendor.

E. Vendor agrees to keep the work premises and adjoining ways free of waste material and rubbish caused by its workers. Vendor further agrees to remove all such waste

material and rubbish on termination of the project. Vendor, on terminating its work at the site, shall conduct general cleanup operations to remove such material.

F. Vendor agrees to indemnify and hold harmless Owner and their agents and employees against all claims, damages, losses and expenses in connection with any loss to person or property, including loss of use caused in whole or in part by Vendor's negligent act or omission, or that of anyone employed by Vendor in connection with this project.

V. TIME OF ESSENCE; EXTENSION OF TIME. Time is of the essence of this Agreement. Contract times may, at the discretion of the Owner or Vendor, be extended by a change order from Owner or Vendor for such reasonable time as Owner or Vendor may determine, when in Owner's or Vendor's opinion, Vendor is delayed in work progress by changes ordered, fire, prolonged injuries or other causes beyond Vendor's control or which justify the delay.

VI. INSURANCE.

A. Vendor shall procure and maintain Worker's Compensation Insurance coverage on its employees engaged in the work described herein in accordance with the requirements of South Carolina Law.

B. Vendor shall procure and maintain during the life of this Agreement Builders' Risk Insurance to protect the interest of the Owner and Vendor against loss by fire, vandalism, mischief and all hazards included in such standard coverage. The amount of the insurance shall at all times exceed or equal the full amount of the contract price. The policy shall be in the names of the Owner and Vendor.

C. Vendor shall procure and maintain throughout the life of this Agreement bodily injury liability insurance in amount not less than \$500,000.00 for injuries, including wrongful death to any one person and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of one accident. Vendor shall be named as an additional insured on such policy.

D. Vendor shall procure and maintain property damage insurance throughout the life of this Agreement in an amount of not less than \$150,000.00 for damages on account of any one accident in the amount of not less than \$300,000.00 for damages on account of all accidents. Such policy shall name Owner as an additional insured.

E. Vendor shall furnish the Owner with certificates of insurance acceptable to Owner evidencing proof of the insurance coverage required herein. Such certificates shall contain the following statement: "The insurance coverage by this certification shall not be canceled or altered, except after thirty (30) days

written notice has been received by the Oconee County Sewer Commission as evidence by receipts of registered or certified mail".

VII. VENDOR'S AGREEMENT TO MARKET/DISPOSE OF SLUDGE.

Dick Smith has represented to Owner that a market and demand exists or will be established for the sale of the dried sludge to be generated by Owner's facility and processed by Vendor's dryer for use as a biosolid fertilizer component. As a part of the consideration for this Agreement, Dick Smith agrees, at the option of Owner, to assume responsibility for the disposal of the dried sludge generated by Owner's facility for a period of five (5) years from the date the sludge dryer begins operation at Owner's facility.

Dick Smith warrants that he shall insure that such sale and disposal will be in compliance with all applicable laws and regulations, to include applicable EPA and DHEC requirements pertaining to such disposal. Dick Smith shall not be required to dispose of or sell sludge batches which do not meet applicable DHEC or EPA metals concentration limitations.

Owner may, at its option, terminate this arrangement with Dick Smith prior to the expiration of the five year period upon giving twelve (12) months written notice.

*Accepted by Dick Smith:  _____

VIII. WARRANTY AND GUARANTEE.

A. Vendor warrants and guarantees to Owner that the sludge dryer and all materials and equipment will perform all of the functions claimed by the Vendor and in accordance with the contract specifications. In the event that the sludge dryer does not perform as required herein, Vendor shall make such modifications or corrections as are necessary at no additional cost to the Owner. In the event that the sludge dryer does not perform in accordance with the contract specifications and the same is rejected by Owner, Vendor will remove the same from the Owner's work site and the cost will be refunded to the Owner. Vendor warrants that all parts will be free from any defects for a period of two years from the date of Owner's written acceptance of the sludge dryer. Vendor warrants that all workmanship will be free from any defects for a period of five years from the date of written acceptance of the sludge dryer by Owner. This warranty does not cover damage arising from misuse, negligence, or acts of nature.

B. It is mutually understood and agreed that in the event the Owner rejects the sludge dryer within the ninety (90) day time period set forth in Item III hereof, Owner will owe nothing to Vendor. This guarantee and warranty is made so as to induce the Owner into signing this contract and as an essential and integral part of this Agreement.

C. Vendor warrants that when completed, the sludge dryer will meet all state, federal and local requirements for drying sewer sludge, to include EPA Section 503 requirements, as well as SCDHEC requirements.

D. The Vendor shall provide temporary sanitary facilities for use of its workers during the progress of the work. Sanitary facilities shall conform to the requirements of the Oconee County Health Department and South Carolina Department of Health and Environmental Control. All facilities shall be removed after completion of the installation of the sludge dryer.

E. The Vendor's operation shall be conducted so as to minimize any interference with utility services. Any proposed interruption by the Vendor must be accepted in advance by Owner.

F. The Vendor shall comply with any and all regulations, rules or statutes of the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596), as amended and under Section 107 of the Contract Work and Safety Standards Act (PL-91-54), as amended, as well as all other applicable laws and regulations. The regulations are administered by the Department of Labor and the Vendor shall allow access to the project and personnel file from the Department in accordance with the requirements of law.

IX. GOVERNING LAW. This Contract and any disputes arising thereunder shall be construed in accordance with and governed by the laws of the State of South Carolina.

X. NOTICE.

A. All papers or notices required to be delivered to the Owner shall, unless otherwise specified in writing to the Vendor, be delivered to the Oconee County Sewer Commission, 623 Return Church Road, Seneca, South Carolina 29678, attention: General Superintendent. Any notice to or demand upon the Owner shall be sufficiently given and delivered to the office of said general superintendent, or if delivered by the United States mail, in a sealed, addressed envelop with proper postage affixed thereto.

B. All papers or notices required to be delivered to the Vendor shall, unless otherwise specified in writing to the Owner, be delivered to ENVIROFAB, Inc., P.O. Drawer 719, Fairforest, South Carolina 29336. Any notice to or demand upon the Vendor shall be sufficiently given and delivered to the office of said Vendor, or if delivered by the United States mail, in a sealed, addressed envelope with proper postage affixed thereto.

C. In the event Vendor goes out of business during the five year warranty period as set forth herein, Vendor will reassign a reputable company experienced in waste treatment reduction and having ten years or more experience in such work to service Vendor's equipment.

D. Vendor shall supply such training and instruction as necessary to train Owner's personnel in the proper operation of the sludge dryer without any additional compensation other than that set forth herein.

XI. ASSIGNMENT/BINDING EFFECT. This Agreement shall not be assigned by either party without the prior written consent of the other party hereto. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

OCONEE COUNTY

BY: _____

ITS: _____

OCONEE COUNTY SEWER COMMISSION

BY: Howard Adams

ITS: Chairman

ENVIROFAB, INC.

BY: Richard Martin

ITS: President

OCONEE County Sewer Commission

John R. Hamik
Richard Martin
Thomas S. Crumpton Sr.
Wallace M. Mahan
Lawrence

Kaye Grist
Robert C. Wickert

W. C. Wilton
James K. Shubly

C. Jerry Opperman
Tommy D. Grant
Robert H. Smith
Howard Adams

SCHEDULE "A"

1. The unit consists of 6 modules, 36 inches by 16.5 feet and required recycling augers, 24 inches by 16 feet; all constructed of 3/8 inch stainless steel.
2. Auger housing with heat jackets, constructed of 5/16 inch 304 stainless steel.
3. Two 4,000,000 BTU Mahan Engineered heating units powered by natural gas.
4. Wet scrubber, constructed of 304 stainless steel.
5. Packed scrubber constructed of 304 stainless steel.
6. Barker hydraulic unit.
7. Liquid ring vacuum pump, constructed of 316 stainless steel.
8. Catwalk construction:
 - a. Structural steel frame with Industrial coating.
 - b. Catwalk grating is hotdipped galvanized.
 - c. Hand rails are 1 inch square tubing with Industrial coating.
9. A loading conveyor is provided to transfer dried biosolids to the storage silo.
10. Control box is included and is NEMA 4X.
11. The complete dryer installation will meet all local building codes for life, safety, and fire protection.
12. Connecting to existing plumbing will require extensions to the dryer building and ENVIROFAB personnel will perform the connections inside the building.
13. 50 PSI water pressure is required. The odor control system is recirculating and will require ½ gallon per minute of potable make up water.
14. Silo system for dried biosolids is provided.
15. The electrical system inside the building for the dryer is provided by ENVIROFAB and will be protected from voltage surges. ENVIROFAB will provide the breakers, hook-up, and breaker box for the dryer.
16. A Davis Poly Stage odor scrubber system is provided.

17. Vendor warrants that when completed, the sludge dryer will produce dried sludge which will meet or exceed applicable Federal or State pathogen reduction requirements for public distribution and land application.

18. Vendor warrants that the sludge processed through the sludge dryer will have a water reduction level of 90% or greater.

OPERATING COSTS

1. Natural gas consumption is estimated at less than \$9.00 to dry 2000 pounds of dewatered sludge at 15% solids to 90% solids with a weight of less than 400 pounds.

Figures to support the above:

- a. Gas price at the industrial rate is less than \$.40 per therm.
- b. It takes 22.5 therms to dry 1 ton of dewatered biosolids.
- c. $$.40 \times 22.5 = \9.00 per ton.

2. Electrical consumption is estimated to be less than \$10.00 per hour.

Figures to support the above:

- a. $.746 \times 100 \text{ hp} = 74.60 \text{ kw}$
- b. 74.60 multiplied by the average industrial rate of \$.07 per KW = 5.22 per hour for the 100 hp motor.
- c. The two smaller will use less than \$5.00 per hour.
- d. Total electrical cost per hour less than \$10.00.

3. Odor control operating cost is estimated to be less than \$44.00 per day per Davis Process Division Engineering.

DEC 02 1993

COUNTY OF OCONEE
ORDINANCE NO. ____

TO PROVIDE FOR WASTEWATER DISPOSAL, DISCHARGE LIMITS AND PROHIBITIONS,
PRETREATMENT REQUIREMENTS, REVENUE, PERMITS AND REPORTING, SAMPLING,
MONITORING AND ENFORCEMENT SEWER USE AND PRETREATMENT REGULATION

ARTICLE ____

SECTION 1 - INTRODUCTION

Section 1.1 - Purpose and Policy

Recent developments in both federal and state law have created increasing and more stringent requirements upon public wastewater treatment facilities and demand compliance to avoid incurring severe sanctions and penalties. The purpose of this Ordinance is to update requirements and to bring the Ordinance into compliance with the Federal Water Pollution Control Act Amendments of 1972 (P.L. 92-500) and subsequent amendments, including the Water Quality Act of 1987 (P.L. 100-4) together with the South Carolina Pollution Control Act and other State and federal statutes and regulations.

This Ordinance sets forth uniform requirements for discharges to the POTW and enables the Oconee County Sewer Commission (Commission) to comply with all applicable State and federal laws and the Pretreatment Regulations (40 CFR Part 403). The objectives of this Ordinance are: (1) To prevent discharges to the POTW which will interfere with the operation of the POTW or contaminate the resulting sludge; (2) To prevent discharges to the POTW which will pass through the system, inadequately treated, into receiving waters or the atmosphere; (3) To improve the opportunity to recycle and reclaim wastewaters and sludges; and (4) To protect Commission personnel and the general public; (5) To promote economic growth including residential and industrial development; and (6) To provide for equitable distribution of the cost of the wastewater disposal system. This Ordinance provides for the regulation of discharges to the POTW through the issuance of permits, authorizes enforcement of limitations and requirements, authorizes monitoring activities, compliance and enforcement activities, requires user reporting, and provides for the setting of fees for the equitable distribution of expenditures. This Ordinance shall apply to the Commission and to persons who are, by permit or agreement with the Commission, users of the POTW. Except as otherwise provided herein, the General Superintendent of Commission shall administer the provisions of this Ordinance.

Section 1.2 - Definitions

Unless the context indicates otherwise, the terms and phrases used in this Ordinance shall have the following meanings:

Act shall mean the Federal Water Pollution Control Act and amendments. (33 U.S.C. §1251 et seq.)

Authorized Representative of Industrial User shall mean: (1) A responsible corporate officer as defined in 40 CFR 403.12, if the Industrial User is a corporation; (2) A general partner or proprietor if the Industrial User is a partnership or proprietorship, respectively; or (3) A duly authorized representative

of the individual designated above if such representative is responsible for the overall operation of the facilities from which the discharge originates, if authority to sign documents has been assigned or delegated to that individual in accordance with corporate procedures.

Billable Biochemical Oxygen Demand shall mean the discharge in pounds of BOD calculated using the billable flow and concentration of BOD in the wastewater in excess of 250 mg/l or as otherwise might be changed and shown on Exhibit "B".

Billable Chemical Oxygen Demand shall mean the discharge in pounds of COD calculated using the billable flow and concentration of COD in the wastewater in excess of three times the BOD or as otherwise might be changed and shown on Exhibit "B".

Billable Flow shall mean recorded water usage as determined by the appropriate water utility, plus measured water from wells and other sources, times the Commission approved percentage factor for wastewater entering the wastewater disposal system. Alternatively, industrial users may have their billable flow determined by continuously measuring their discharge in a manner approved by the Commission.

Billable Total Kjeldahl Nitrogen shall mean the discharge in pounds of TKN calculated using the billable flow and concentration of TKN in the wastewater in excess of 40mg/l or as otherwise might be changed and shown on Exhibit "B".

Billable Total Suspended Solids shall mean the discharge in pounds of TSS calculated using the billable flow and concentration of TSS in the wastewater in excess of 250 mg/l or as otherwise might be changed and shown on Exhibit "B".

Billable Total Phosphorus shall mean the discharge in pounds of total phosphorus calculated using the billable flow and concentration of total phosphorus in the wastewater in excess of 7 mg/l. or as otherwise might be changed and shown on Exhibit "B".

Biochemical Oxygen Demand shall mean the quantity of oxygen, expressed in milligrams per liter utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five days at twenty degrees Centigrade.

Building Drain shall mean that part of the lowest horizontal piping of a drainage system which receives wastewater and is located inside the walls of a building and conveys the wastewater to the building sewer, which begins five feet outside the building wall.

Building Sewer shall mean the extension from the building drain to the sanitary sewer or other discharge location.

Chemical Oxygen Demand shall mean the total amount of oxygen required to oxidize the organic matter in a waste as prescribed in 40 CFR, Part 136 or equivalent methods approved by EPA.

Color shall mean the color value obtained by the ADMI colorimetric method as approved by 40 CFR Part 136 or equivalent methods approved by EPA.

Combined Sewer shall mean a sewer intended to receive both wastewater and storm or surface water.

Commission shall mean the Oconee County Sewer Commission.

Cooling Water shall mean the water used for air conditioning, refrigeration, or other cooling applications.

County shall mean the County of Oconee.

Direct Discharge shall mean the discharge of wastewater directly to the waters of the State.

Enforcement Management Strategy shall mean the methods and mechanisms for achieving enforcement under this Ordinance as set forth in Attachment C.

Environmental Protection Agency shall mean the United States Environmental Protection Agency or, where appropriate, the Administrator or other duly authorized official of the EPA.

Floatable Oil shall mean oil, fat, or grease in a physical state such that it will separate by gravity from wastewater.

Garbage shall mean the animal or vegetable wastes from the domestic and commercial preparation, cooking, and dispensing of food, and from the commercial handling, storage, and sale of produce.

General Superintendent shall mean the person designated by the Commission to manage the activities and responsibilities of the Commission, or his duly authorized representative.

Headworks Analysis shall mean an evaluation of the capability of the POTW to receive pollutants performed in accordance with DHEC and EPA regulations.

Holding Tank Waste shall mean any wastewater from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum pump tank trucks.

Indirect Discharge shall mean the discharge of nondomestic pollutants from any source regulated under Section 307(b) or (c) of the Act to the POTW.

Industrial User shall mean a source of indirect discharge which does not constitute a "discharge of pollutants" under regulations issued pursuant to Section 402 of the Act.

Infiltration shall mean the extraneous groundwater entering the wastewater disposal system through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls.

Inflow shall mean the surface water entering the wastewater disposal system from such sources as, but not limited to: roof leaders; cellar, yard and area drains; foundation drains; unpolluted cooling water discharges; drains from springs and swampy areas; manhole covers; cross connections from storm sewers and/or combined sewers; catch basins; storm waters; surface runoff; street wash waters, or drainage.

Interference shall mean the inhibition or disruption of the POTW treatment processes or operations which contributes to a violation of any requirements of the POTW's NPDES Permit. The term includes prevention of sewage sludge use or disposal by the POTW in accordance with 405 of the Act, or any criteria, guidelines, or regulation developed pursuant to the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA), the Clean Air Act, the

Toxic Substances Control Act, or more stringent State criteria (including those contained in any State sludge management plan prepared pursuant to Title IV of SWDA) applicable to the method of disposal or use employed by the POTW.

Local Limitation shall mean a more stringent local standard imposed by DHEC or the Commission.

Medical Waste shall mean isolation wastes, infectious agents, human blood and blood byproducts, pathological wastes, sharps, body parts, fomites, etiologic agents, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes and dialysis wastes.

National Categorical Pretreatment Standard shall mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act which applies to a specific category of Industrial Users.

National Pollutant Discharge Elimination System Permit shall mean a permit issued for discharge to the navigable waters of the United States.

Natural Outlet shall mean any outlet into a watercourse, pond, ditch, lake, or other surface water or groundwater.

New Source shall mean any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which is commenced after the publication of proposed National Categorical Pretreatment Standards under Section 307(c) of the Act which will be applicable to such source, if such standard is thereafter promulgated in accordance with that Section, with the provisions stipulated in 40 CFR 403.3(k).

Operation and Maintenance Costs shall mean all costs, direct and indirect, not including debt service and capital related expenditures, but inclusive of expenditures attributable to administration, monitoring, inspections, reviewing applications, maintenance of equipment, and treatment and collection of wastewater, necessary to assure adequate wastewater collection and treatment on a continuing basis which conforms to applicable regulations and assures optimal long term facility management.

Pass Through shall mean a discharge which exits the POTW into waters of the U.S. in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Commission's NPDES permit (including an increase in the magnitude or duration of a violation).

Person shall mean any individual, partnership, co-partnership, firm, company, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by context.

pH shall mean the term used to express the intensity of the acid or base condition of a solution as prescribed in 40 CFR, Part 136, or equivalent methods approved by EPA.

Pollutant shall mean any dredged spoil, solid waste, incinerator residue, sewage, garbage, sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, and industrial, commercial, agricultural waste, or other pollutant,

including the characteristics of wastewater (i.e. pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, odor) as may be defined by EPA or DHEC Regulations, discharged into water.

Pollution shall mean the man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.

Pretreatment shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging such pollutants to the POTW. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes of other means, except as prohibited by 40 CFR Section 403.6(d).

Pretreatment Requirements shall mean any substantive or procedural requirement related to pretreatment, other than a National Categorical Pretreatment Standard imposed on an Industrial User or Local Limitation.

Private Sewer shall mean a sewer which is not owned by a public body.

Public Sewer shall mean a trunk or transportation sewer line or sewer facilities which is owned and controlled by the Commission or a collection of lateral lines or adjunct facilities owned and controlled by the cities.

Publicly Owned Treatment Works (POTW) shall mean treatment works as defined by Section 212 of the Act, which is owned by the Commission. This definition includes any sewers that convey wastewater to the POTW treatment plant, but does not include pipes, storm sewers or other conveyances not connected to a facility providing treatment.

Qualified Laboratory shall mean laboratories currently certified by the State to perform wastewater analyses.

Sanitary Sewer shall mean a sewer which carries wastewater.

Shall is mandatory and requires compliance: May is permissive.

Significant Industrial User shall mean any Industrial User of the POTW who (1) is subject to National Categorical Pretreatment Standards; (2) discharges an average of 25,000 gallons per day or more of process wastewater to the POTW; (3) discharges more than five percent or more of any design or treatment capacity of the POTW; or (4) is found by the Commission, DHEC, or EPA to have a reasonable potential for adversely affecting, either singly or in combination with other discharges, on the wastewater disposal system, the quality of sludge, the system's effluent quality, the receiving stream, or air emissions generated by the system.

Significant Noncompliance shall mean a violation of discharged limitations that meets one or more of the following criteria or a violation of compliance schedule milestones or reporting requirements. These include chronic violations in which sixty-six percent or more of all the measurements taken during a six-month period exceed by any magnitude the daily maximum or average limit for the same pollutant; or technical review criteria (TRC) violations in which thirty-three percent or more of all the measurements taken during a six-month period for the same pollutant equal or exceed the product of the daily maximum

limit or average limit multiplied by the applicable TRC (TRC = 1.4 for BOD, COD, TSS, fats, oils, and grease; and TRC = 1.2 for all other pollutants except pH; TRC violation for pH is when any measurement is less than 6.0 units unless other limits are approved by the General Superintendent). Significant noncompliance shall also mean a violation of a limit (daily maximum or average) that the General Superintendent determines has caused, alone or in combination with other discharges, interference or pass-through; which involves a failure to comply with compliance schedule milestones contained in permits, consent agreements, or administrative orders; which involves a failure to accurately report noncompliance; which has caused imminent endangerment to human health or welfare or to the environment; which involves a failure to comply with 30 days after the due date with the reporting requirements in discharge permits or this Ordinance and applicable regulations; which resulted in the Commission exercising its emergency authority; or which the General Superintendent determines adversely affects the operation of the POTW.

Slug Load shall mean any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in Section 4.1 Prohibited Discharges of this ordinance or any discharge of a nonroutine, episodic nature, including but not limited to, an accidental spill or a non-customary batch discharge.

Standard Industrial Classification (SIC) shall mean a classification pursuant to the current edition of the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget.

Standard Methods shall mean the laboratory procedures set forth in the latest edition of Standard Methods for the Examination of Water and Wastewater, prepared and published jointly by the American Public Health Association, American Water Works Association, and Water Pollution Control Federation or any other procedures recognized by the DHEC and EPA.

State shall mean the State of South Carolina.

Storm Sewer shall mean a sewer that carries only storm water, surface runoff, street wash, and drainage, and to which wastewater is not intentionally admitted.

Storm Water shall mean any flow occurring during or following any form of natural precipitation and resulting therefrom.

Suspended Solids shall mean the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory methods as prescribed by 40 CFR, Part 136, or equivalent methods approved by EPA, and referenced as non-filterable residue.

Total Ammonia Nitrogen shall mean the sum of inorganic nitrogen content of a wastewater as prescribed in 40 CFR, Part 136, or equivalent methods approved by EPA.

Total Kjeldahl Nitrogen shall mean the sum of organic nitrogen and ammonia nitrogen content of a wastewater as prescribed in 40 CFR, Part 136, or equivalent methods approved by EPA.

Total Phosphorus shall mean the sum of the dissolved and suspended organic and inorganic phosphorus content of a wastewater as prescribed in 40 CFR, Part 136, or equivalent methods approved by EPA.

Toxic Pollutant or Substances shall mean any substances whether gaseous, liquid, or solid, which when discharged to the POTW in sufficient quantities may tend to interfere with any wastewater treatment process, or to constitute a hazard to the environment or recreation in the receiving waters of the effluent from the POTW. These substances include but are not limited to those 126 pollutants, or combination of those pollutants, listed as toxic in regulations promulgated by the EPA under the provisions of 307 (33 U.S.C. 1317) of the Act, or other acts.

Unpolluted Water shall mean water of sufficient quality that it would not be in violation of federal or State water quality standards if such water were discharged to waters of the State.

User shall mean any person who directly or indirectly discharges, causes or permits the discharge of wastewater to the POTW.

User Charge System shall mean the system of charges levied on users for the operation and maintenance costs of the wastewater disposal system by Commission.

Wastewater shall mean the combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, including cooling water, holding tank waste, and infiltration/inflow.

- (1) Sanitary Wastewater shall mean the combination of liquid and water carried wastes discharged from toilet and other sanitary plumbing facilities.
- (2) Industrial Wastewater shall mean a combination of liquid and water carried wastes discharged from any industrial establishment and resulting from any trade or process carried on in that establishment and shall include the wastes from pretreatment facilities and cooling water.

Wastewater Disposal System shall mean the land, structures, equipment and processes owned and controlled by the Commission (unless specified otherwise) required to collect, transport, and treat wastewater and to dispose of the effluent and accumulated residual solids.

Waters of the State shall mean all streams, lakes, ponds, marshes, water courses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.

Section 1.3 - Abbreviations

The following abbreviations shall have the designated meanings:

<u>BOD</u>	- Biochemical Oxygen Demand
<u>CFR</u>	- Code of Federal Regulations
<u>COD</u>	- Chemical Oxygen Demand
<u>CWA</u>	- Clean Water Act
<u>DHEC</u>	- Department of Health and Environmental Control of the State of South Carolina
<u>EPA</u>	- Environmental Protection Agency
<u>gpd</u>	- Gallons Per Day

<u>mg/l</u>	- Milligrams Per Liter
<u>NPDES</u>	- National Pollutant Discharge Elimination System
<u>POTW</u>	- Publicly Owned Treatment Works
<u>RCRA</u>	- Resource Conservation and Recovery Act
<u>SIC</u>	- Standard Industrial Classification
<u>SWDA</u>	- Solid Waste Disposal Act
<u>TKN</u>	- Total Kjeldahl Nitrogen
<u>TSS</u>	- Total Suspended Solids
<u>USC</u>	- United States Code

SECTION 2 - USE OF PUBLIC SEWERS

Section 2.1 - Permits Required

Prior to connection to the Wastewater Disposal System, the applicant shall obtain approval from Commission. Application shall be made in writing on forms provided by the Commission. All new industries discharging industrial wastewater shall complete the application and obtain approval to connect and use the sewer facilities, regardless of the amount of discharge. All currently permitted industrial users shall apply for renewal of their permit by completing an industrial discharge application and submitting it to the General Superintendent at least 180 days prior to expiration of the current permit. The industrial discharge application shall be as provided by the General Superintendent. This application shall be obtained from the Commission. Facilities to be deeded to and accepted by the Commission shall be completed, construction requirements for engineering standards or regulations met, and be inspected and approved by the County Codes Department, and DHEC. New Industrial Users shall also complete an industrial discharge application provided by the General Superintendent.

Section 2.2 - Responsibility for Costs

All costs and expense incident to the installation and connection of building sewers shall be borne by the Owner.

Section 2.3 - Use of Public Sewers Required

It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property in areas under the jurisdiction of the Commission any human or animal excrement, garbage, or objectionable waste. It shall be unlawful to discharge to any natural outlet in areas under the jurisdiction of the Commission any wastewater, except where suitable treatment has been provided in accordance with subsequent provisions of this Ordinance and with regulations of the DHEC. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater. The Owner of all houses, buildings or properties used for human occupancy, employment, recreation, or other purposes, abutting on any street, alley, or right-of-way in which there is a public sanitary sewer, is hereby required at the expense of the Owner to install suitable toilet facilities therein, and to connect such facilities directly with the public sewer in accordance with the provisions of this Ordinance, within ninety days after date of official notice to do so, provided that said public sewer is within three hundred feet of the property line. Under unusual or specific circumstances, the General Superintendent may waive this provision.

Section 2.4 - Sewer Material

All sewers, including building sewers, to be connected with or to discharge to the wastewater disposal system shall be constructed of one of the following:

- (1) Vitrified clay pipe complying with ASTM C200 and with compression type, flexible joint conforming to ASTM C425.
- (2) Ductile iron pipe with a mechanical or push-on joint as described in ANSI A21.11.
- (3) ABS (acrylonitrile - butadiene - styrene) pipe and fittings conforming to ASTM D2661.
- (4) PVC (polyvinyl chloride) pipe and fittings conforming to minimum requirements of ASTM D3034, heavy wall, joint quality to conform with ASTM C425.
- (5) Other materials specifically approved in writing by the General Superintendent.

Section 2.5 - Certain Connections Prohibited

(a) Connection Not Allowed To Sewer

No person shall make any connection of roof downspouts, exterior foundation drains, area drains, or other sources of inflow, infiltration, or other unpolluted waters to a building sewer or building drain which in turn is connected, directly or indirectly, to a sanitary sewer.

(b) Connection Not Allowed To Storm Sewers

No sanitary wastewater shall be discharged into a storm sewer.

Section 2.6 - Multiple Connections Through One-Building Sewer

A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no sanitary sewer is available nor can be constructed to the rear building through an adjoining alley, court, yard or driveway. The building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

Section 2.7 - Use of Old Building Sewers

Old building sewers may be used in connection with new buildings only when they are found, upon examination and testing to meet all requirements of this Ordinance.

Section 2.8 - Compliance with Other Regulations

The size, slope, alignment, materials of construction, excavating methods, pipe placement, jointing, testing and backfilling shall all conform to the building code, plumbing code and all other regulations of the County. In cases of conflict and in absence of other provisions, materials and procedures set forth in ASCE-WPCF Manual of Practice No. 9 shall govern. All joints of the building sewer shall be tight

and waterproof. The building sewer shall pass a low pressure air test as specified in ASTM C828. The General Superintendent reserves the right to determine which testing procedure shall be used for a given installation.

Section 2.9 - Connection of Building Sewer to Public Sewer

Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, wastewater carried by such building drain shall be lifted by a means approved by the Commission and discharged to the building sewer. The connection of the building sewer into the public sewer shall conform to the requirements of applicable building and plumbing codes and other applicable rules and regulations of the Commission. All such connections shall be made gastight and watertight. Any connection to a public sewer shall be made at an existing manhole where possible. Any deviation from the prescribed procedures and materials must be approved by the General Superintendent before installation.

Section 2.10 - Supervision of Building Sewer Construction

The applicant for the building sewer permit shall notify the Commission when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the Commission. All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Commission. Construction shall comply with the provisions of PL 91-596, the Occupational Health and Safety Act of 1970.

Section 2.11 - Special Interceptors

Grease, oil, and sand interceptor sewers shall be provided when, in the opinion of the General Superintendent, they are necessary for the proper handling of liquid wastes containing floatable oil in excessive amounts, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the General Superintendent, and shall be located as to be readily and easily accessible for cleaning and inspection. Where installed, all grease, oil and sand interceptors shall be maintained by the Owner at his expense in continuously efficient operation at all times. In the maintaining of these interceptors, the Owner shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal which are subject to review by the Commission, the State, the County, or the General Superintendent. Any removal and hauling of collected materials shall be performed according to applicable State, federal, and local regulations.

Section 2.12 - General Guidance

Commission approval of plans and specifications for expansion or modification to treatment works shall be generally based on the Recommended Standards for Sewage Works (commonly referred to as "Ten States Standards"), as modified by the Commission, and these Standards and the modifications are recommended for use by any entity developing facilities for connection to the wastewater disposal system.

Section 2.13 - Connection Constitutes Consent

Connection to the Commission's system shall constitute consent and agreement by the user to be bound by and to abide with all of the Commission's rules and regulations.

SECTION 3 - PRIVATE WASTEWATER DISPOSAL

Section 3.1 - Responsibility for Construction and Operation

Where a public sanitary sewer is not available according to the provisions of this Ordinance, building sewers shall be connected to private wastewater disposal systems subject to the requirements of the County or DHEC. Where the Owner desires the Commission to assume responsibility for the operation and maintenance of new treatment works, trunklines or lift stations, all such facilities shall be designed and constructed in accordance with the Commission's requirements and shall be subject to their review and approval and be in compliance with any applicable DHEC requirements. The Commission, subject to Commission policies, may assume responsibility for the operation and maintenance costs of treatment systems and lift stations upon such terms and conditions as it deems appropriate.

Section 3.2 - Tank Truck Hauler

The contents of a tank truck operated by a DHEC licensed hauler of holding tank waste shall be discharged to the POTW only at a location approved by the General Superintendent. The discharge of such wastes shall be subject to the procedures and limitations established by the General Superintendent, and to fees as are established or may be established from time to time by the Commission. The initial fees are shown on Attachment B of this Ordinance. Future fees shall be published by the Commission and incorporated into Attachment B. Such wastewater must have prior written approval of the General Superintendent before being discharged. The discharge of these wastes shall be subject to the procedures, limitations, and fees set by the General Superintendent in his letter of acceptance, and a copy of this letter shall be attached to the tank truck content disposal form. No toxic materials or petroleum based grease and oils shall be accepted. The licensed hauler shall provide the information requested on a Discharge Disposal Permit Form as shown in Attachment A of the Ordinance. Only wastes originating within the Commission's boundaries or Oconee County may be accepted.

Section 3.3 - Requirements of Other Authorities

No requirement contained in this Section shall be construed to relieve the applicant of any additional requirements that may be imposed by other authorities having legal jurisdiction.

SECTION 4 - PROHIBITIONS AND LIMITATIONS ON WASTEWATER DISCHARGES

Section 4.1 - Prohibited Discharges

It shall be unlawful for any person to discharge wastewater which causes a hazard to human life, creates a public nuisance, exceeds specific limitations set forth hereinafter, or causes pass through or interference. These general prohibitions apply to all such users of the POTW whether or not the user is subject to National Categorical Pretreatment Standards or any other federal, State, or local regulations or ordinances. When the General Superintendent determines that a user is discharging such wastewater, the

General Superintendent shall advise the user of the potential impact of the discharge and develop effluent limitations for such discharge to protect the POTW. A user shall not discharge the following substances to the POTW:

- (1) Uncontaminated cooling water may be discharged to the storm sewer under the jurisdiction of the Commission in accordance with applicable DHEC requirements.
- (2) Liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. Wastewater shall not have a closed cup flashpoint of less than one hundred forty degrees Fahrenheit using test methods specified in 40 CFR 261.21. Materials specifically prohibited from discharge into the POTW include gasoline, kerosene, naphtha, fuel oil, lubricating oil, and any other substances which the Commission, State, or EPA has notified the user is a fire hazard or a hazard to the system.
- (3) Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference, such as, but not limited to: floatable oil, garbage with particles greater than one-half inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes.
- (4) Wastewater having a pH less than 5.0 units, unless other limits are approved by the General Superintendent, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the POTW.
- (5) Wastewater containing pollutants in sufficient quantity, either singly or by interaction with other pollutants which will cause interference, constitute a hazard to humans or animals, or create a toxic effect in the receiving waters of the POTW.
- (6) Noxious liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance and repair.
- (7) Wastewater, liquid, or vapors having a temperature higher than one hundred fifty degrees Fahrenheit, or results in a temperature higher than one hundred four degrees Fahrenheit at the influent to the POTW or heat in such an amount as will inhibit biological activity in the POTW and result in interference.
- (8) Wastewater containing radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by applicable federal or State regulations.
- (9) Wastewater which constitutes a slug discharge as defined herein.
- (10) Substances which may cause the POTW's effluent or any other product of the POTW such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the

process. In no case shall a substance discharged to the POTW cause the POTW to be in noncompliance with sludge use or disposal criteria, guidelines, or regulations developed under Section 405 of the Act; any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the SDWA, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management method being used.

- (11) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that may cause interference or pass-through.
- (12) Any pollutants which result in the presence of toxic gases, vapor or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
- (13) Any trucked or hauled pollutants not authorized under Section 3.2.
- (14) Any wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent thereby violating the Commission's NPDES permit. Color (in combination with turbidity) shall not cause the treatment plant effluent to reduce the depth of the compensation point for photosynthetic activity by more than 10 percent from the seasonably established norm for aquatic life.
- (15) Any sludges, screenings, or other residues from the pretreatment of industrial wastes.
- (16) Any medical wastes, except as specifically authorized by the General Superintendent in a wastewater discharge permit.
- (17) Any wastewater causing the treatment plant's effluent to fail a toxicity test.
- (18) Any wastes containing detergents, surface active agents, or other substances in sufficient concentrations which may cause excessive foaming in the POTW.

The Commission may establish limitations and requirements which are more stringent than those required by State or federal regulations.

Section 4.2 - Conditionally Prohibited Discharges

Certain discharges may be prohibited in the event the General Superintendent determines it necessary to protect the POTW, receiving stream, or that the discharge will endanger lives, limbs, public property, or constitute a nuisance. The General Superintendent may revise the limitations established in this section if, in his opinion, different limitations are necessary to meet the above objectives. Wastewater as described below shall not be discharged to the POTW without the prior written approval of the General Superintendent.

- (1) Grease and Oils:
 - A. Wastewater containing more than 100 mg/l of petroleum oil, cutting oils, coolants, or products of mineral oil origin (hydrocarbons).
 - B. Wastewater containing more than 200 mg/l of oil or grease of animal or vegetable origin.

(Total recoverable grease and oils shall be measured in accordance with the approved methods specified in Table 1B. - List of Approved Inorganic Test Procedures, under Part 136 - Guidelines Establishing Test Procedures for the analysis of Pollutants in the latest edition of 40 CFR. The oils of petroleum or mineral origin shall be measured in accordance with procedures outlined in 503E. - Hydrocarbons of the latest edition of Standard Methods for the Examination of Water and Wastewater. The difference between the hydrocarbon analysis and the total recoverable grease and oil analysis will be considered grease or oil of animal or vegetable origin.)

- C. Wastewater containing substances which may solidify or become viscous at a temperature between 32 and 150 degrees Fahrenheit.
- (2) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the General Superintendent in compliance with applicable State or federal regulations.
 - (3) Wastewater containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed.
 - (4) Holding tank waste.
 - (5) Wastewater with a pH less than 6.0 units or greater than 10.0 units.

Section 4.3 - National Categorical Pretreatment Standards or Local Limitations

Upon the promulgation of National Categorical Pretreatment Standards for an industrial subcategory, each National Categorical Pretreatment Standard, if more stringent than the corresponding limitation imposed under this Ordinance for sources in that subcategory, shall immediately supersede the limitations imposed under this Ordinance. The General Superintendent shall notify all affected users of the applicable reporting requirements under 40 CFR, Section 403.12. Commission shall develop and set all limitations, in accordance with applicable law and shall publish these limitations periodically. Compliance with categorical pretreatment standards for existing sources subject to such standards or for existing sources which hereafter become subject to such standards shall be within three years following promulgation of the standards unless a shorter compliance time is specified in the standard. Specific pollutant limitation and compliance schedules shall be developed by the General Superintendent and made a part of the user's discharge permit. Compliance with National Categorical Pretreatment Standards or Local Limitations for new sources shall be required within ninety days of initiation of a discharge. The Commission operates several wastewater treatment plants and specific pollutant limitation will vary at the various plants. These specific limits and definitions of duration and maximums shall be on file at the Commission's office and available upon request. A current listing of the limitations developed and set by Commission is attached as Attachment A to this Ordinance. Future changes or additions to these limitations shall be developed, set and adopted by Commission and will be published, and when adopted by Commission be automatically incorporated into Attachment A.

Section 4.4 - Limitations on Wastewater Strength and Flow Rate

No person shall discharge wastewater in excess of the concentration or mass limit set forth in National

Categorical Pretreatment Standards or Local Limitations or their wastewater discharge permit. The General Superintendent shall establish permit limitations on a case-by-case basis in accordance with DHEC and EPA regulations and an approved headworks analysis. Where appropriate and allowed by applicable regulations, the General Superintendent may impose both concentration and mass limitations on a discharge.

Section 4.5 - Revision of Limitations

The General Superintendent may impose limitations more stringent than the National Categorical Pretreatment Standards in wastewater discharge permits where it is necessary to comply with the objectives of this Ordinance.

Section 4.6 - Dilution Prohibition

Except where authorized by an applicable pretreatment standards, no user shall deliberately dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations developed by the Commission or State. This provision may be waived for National Categorical Pretreatment Standards or Local Limitations only if the standard or requirements specifically allow dilution and the General Superintendent determines the discharge would otherwise comply with the provisions of this Ordinance.

Section 4.7 - Accidental Discharge/Slug Control Plans

The General Superintendent may require an industrial user to develop and implement an accidental discharge/slug control plan. Users shall provide protection from accidental discharge of prohibited materials or other substances regulated by this Ordinance. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the expense of the Owner. When required, detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the General Superintendent for review, and shall be approved by the Commission and DHEC before construction of the facility. No person who commences discharge to the POTW after the effective date of this Ordinance shall be permitted to discharge until accidental discharge procedures have been approved by the General Superintendent. Review and approval of such plans and operating procedures shall not relieve the responsibility to modify the facility as necessary to meet the requirements of this Ordinance. In the case of an accidental discharge or a slug load, it is the responsibility of the user to immediately notify the General Superintendent of the incident. The notification shall include location of discharge, type of waste, concentration and volume, and corrective actions.

Within five days following an accidental discharge or slug load, the user shall submit to the General Superintendent a detailed written report describing the cause of the discharge and the measures to be taken to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the wastewater disposal system, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this Ordinance or other applicable law.

The accidental discharge/slug control plan when required shall be submitted to the General Superintendent and to DHEC containing at a minimum the following:

- A. Description of discharge practices, including nonroutine batch discharges.
- B. Description of stored chemicals.
- C. Procedures for immediately notifying the POTW of any accidental or slug discharge. Such notification must also be given for any discharge which would violate any of the prohibited discharges.
- D. Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structures or equipment, measure for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

The General Superintendent at least once every two (2) years shall evaluate whether each Significant Industrial User needs such a plan.

Section 4.8 - Upset Provision, An Affirmative Defense.

(a) Definition.

For the purposes of this section, "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the Industrial User. An Upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(b) Effect of an Upset.

An Upset shall constitute an affirmative defense to an action brought for noncompliance with categorical Pretreatment Standards if the requirements of paragraph (c) are met.

(c) Conditions Necessary For Demonstrating Upset

Any user which experiences an upset in operations which places the user in a temporary state of noncompliance shall comply with the requirements of 40 CFR 403.16 if the user seeks to establish an affirmative defense of upset. The following information must be given to the General Superintendent within twenty-four (24) hours of becoming aware of the upset (if given orally, written submission must follow up within five (5) days):

- (1) Description of the upset, the cause thereof and the expected impact on the user's compliance status;
- (2) Duration of noncompliance, including exact dates and times of noncompliance, and if the noncompliance is continuing, the time by which compliance is reasonably expected to occur; and
- (3) All steps taken or to be taken to reduce, eliminate and prevent recurrence of such an

upset or other conditions of noncompliance.

(d) User Responsibility in Case of Upset.

The Industrial User shall control production or all Discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails.

Section 4.9 - Notice of Process Change/Interruption of Operation

Notice by the user shall be given to the General Superintendent in advance or at the earliest possible time when normal operations of the industry as identified by the industry in its permit application will be interrupted for forty-eight hours or longer, when wastewater will not be discharged, or prior to implementation of a process change which will alter characteristics of the wastewater.

Section 4.10 - Pretreatment

4.10.1 Pretreatment Measures

Users shall provide pretreatment as required to comply with this Ordinance or discharge permit, and shall achieve compliance with this Ordinance and all pretreatment standards within the specified time limitations. Any facilities required to pretreat wastewater shall be constructed, operated, and maintained at the expense of the Owner. A permit to construct pretreatment facilities shall be obtained from DHEC. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the General Superintendent for review. Submittal of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the General Superintendent under the provisions of this Ordinance. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to the General Superintendent prior to the initiation of the changes.

4.10.2 Additional Pretreatment Measures

A. Whenever deemed necessary, the General Superintendent may require industrial users to restrict their discharge during peak flow periods, designate that certain wastewater be discharge only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the industrial user's compliance with the requirements of this ordinance.

B. A Significant Industrial User may be required to install and maintain, on his property and at his expense, a suitable storage and flow control facility to insure equalization of flow over a period determined by the General Superintendent. The facility shall have a reasonable capacity for the daily discharge volume and shall be equipped with alarms and a rate of discharge controller, the regulation of which shall be directed by the General Superintendent. A wastewater discharge permit may be issued solely for

flow equalization.

C. Grease, oil and sand interceptors shall be provided when, in the opinion of the General Superintendent, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of type and capacity approved by the General Superintendent and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned and repaired regularly, as needed, by the owner at his expense.

D. Industrial users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

Section 4.11 - Bypass, Affirmative Defense

Any user which bypasses treatment facilities as defined in 40 CFR 403.17 shall comply with the requirements of that section and applicable State and federal regulations. An Industrial User may allow a bypass to occur only when it does not cause National Categorical Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. If an Industrial User knows in advance of the need for a bypass, it shall submit prior notice to the General Superintendent, if possible at least ten days before the date of the bypass. An Industrial User shall submit oral notice of an unanticipated bypass that exceeds applicable pretreatment standards to the General Superintendent within 24 hours from the time the Industrial User becomes aware of the bypass. A written submission shall also be provided within five days of the time the Industrial User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The General Superintendent may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

The General Superintendent may take enforcement action against an Industrial User for a bypass, except where the user establishes an affirmative defense of bypass. For this affirmative defense the user must show the following:

- (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastewater, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgement to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
- (3) The Industrial User submitted notices as required in this section.

The General Superintendent may approve an anticipated bypass, after considering its adverse effects if the General Superintendent determines that it will meet the conditions listed in this section.

Section 4.12 - Recovery of Preventative Expenses

When any discharge in the opinion of the General Superintendent appears to be in violation of Section 4, Prohibitions and Limitations on Wastewater Discharges, to the extent that the discharge may cause an interference with, or have an adverse impact upon, the operation of facilities, the Commission may act to take preventative action. All costs and expenses, losses and damages, including the reasonable value or cost of the use of Commission personnel and equipment caused or incurred by the implementation of preventative measures shall be charged to and paid by the discharger.

SECTION 5 - REVENUE SYSTEM

Section 5.1 - Fees and Charges

Fees shall be assessed to users for discharges to the POTW and for executing or enforcing the provisions of this Ordinance. These charges shall be developed, set and adopted by the Commission no less frequently than biennially in accordance with the User Charge System policies of the Commission and applicable federal and state statutes. Charges may be developed for the following purposes:

- (1) Industrial monitoring, inspections, and surveillance procedures;
- (2) Reviewing accidental discharge procedures and construction;
- (3) Reviewing permit applications;
- (4) Reviewing appeals;
- (5) Special industrial discharges;
- (6) Recovering capital related expenditures or retiring bonded indebtedness;
- (7) Other charges, including user charges based on billable flow and excessive pollutant discharges to the POTW, necessary to recover the operation and maintenance costs of the wastewater disposal system.
- (8) Availability, impact, and connection fees or similar fees to recover, or to provide for, capital costs expended for the system and/or its expansion.

Current fees and charges of Commission are shown upon Attachment B. Future charges and fees as are set and developed by Commission will be published by the Commission and when adopted by Commission be automatically incorporated into an Attachment B.

SECTION 6 - DISCHARGE PERMITS AND REPORTING

Section 6.1 - Wastewater Discharge Permits

(1) Application Requirements

Any person desiring to discharge industrial wastewater shall complete an official application and file it with the Commission together with permit approval from any city having jurisdiction. Approval shall be evidenced by written notice from the General Superintendent. The person shall provide all data required by the current official application, copies of which shall be obtained from the General Superintendent. The General Superintendent shall evaluate the data and may

require additional information. After evaluation and acceptance of the data provided, the General Superintendent may grant permission to discharge subject to the terms and conditions provided herein. The General Superintendent may issue a permit with specific limitations different from those listed in this Ordinance if he determines that the discharge will otherwise comply with the remaining provisions in this Ordinance. All significant Industrial Users shall obtain a permit to discharge to the POTW. Authorized representatives of significant Industrial Users shall sign the permit application. Significant Industrial Users which through changes in the use of the premises or water usage cause a significant change in wastewater volume, strength, or characteristic shall submit a new application prior to making the change or alteration.

Applicable persons and users shall complete and submit an application, accompanied by any application fee in the amount prescribed, including the following information:

- (a) Name, address, and location (if different from the address) of the facility, name of the operator and owner;
- (b) Applicable SIC number(s) and a list of any environmental control permits held by or for the facility;
- (c) Analytical data on wastewater constituents and characteristics including but not limited to those mentioned in this Ordinance;
- (d) Time and duration of discharge;
- (e) Average daily wastewater discharge rates, including daily, monthly and seasonal variations if any;
- (f) Schematic site, floor, mechanical and plumbing plans, with details to show all drains, sewers, sewer connections, and appurtenances by the size, location and (if available) elevation (these must show point of discharge to the POTW);
- (g) Description of activities, facilities and plant processes on the premises unless subject to the confidentiality provisions of Section 6.4;
- (h) Where known, the nature and concentration of any pollutants in the wastewater which are limited by any local limitations, or National Categorical Pretreatment Standards, a statement regarding whether or not the person is complying or will comply with National Categorical Pretreatment Standards on a consistent basis and, if not, whether additional pretreatment or operational modifications are required to comply with applicable limitations or National Categorical Pretreatment Standards, or Local Limitations;
- (i) If additional pretreatment or operational modifications will be required to comply with limitations or National Categorical Pretreatment Standards or Local Limitations, the shortest schedule by which the person will comply;
- (j) Where required to develop pretreatment standards, a brief description of each product produced by type, amount, process or processes and rate of production;

- (k) Where required to develop pretreatment standards, type and amount of raw materials processed (average and maximum per day);
- (l) Hours of operation of plant, and proposed or actual hours of operation of pretreatment facilities;
- (m) Any other information as may be deemed by the General Superintendent to be necessary to evaluate the permit application.
- (n) Application Signatories and Certification. All wastewater discharge permit applications and industrial user reports must contain the following certification statement and be signed by an authorized representative of the industrial user.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

The General Superintendent shall review the application, conduct an on-site inspection of the plant and any pretreatment facilities, and shall prepare a written evaluation and tentative determination to issue or deny the permit. If the tentative determination is to issue the permit, the General Superintendent shall draft the permit in accordance with the Regulation and State regulations. A synopsis of the application shall be prepared by the General Superintendent for submission to the applicant, the DHEC, and to the public upon request. The contents of such shall include a sketch or detailed description of the process if not in violation of Section 6.4 on confidentiality and pretreatment facilities including the location of all points of discharge to the POTW and all compliance monitoring points. This shall also include the rate or frequency of the proposed discharge, average daily flow, average daily discharge in pounds of any limited pollutant and any pollutant identified in the application as known or suspected present, and the basis for the pretreatment limitations including the documentation of any calculations in applying National Categorical Pretreatment Standards or Local Limitations, and all other information required by the State. The user shall have thirty days from the receipt of the draft permit to review and comment on the draft permit. The General Superintendent shall issue the final permit at the end of the comment period.

(2) Hearings

Any person whose permit is denied, or is granted subject to conditions he deems unacceptable, shall have the right to request an Adjudicatory Hearing under the procedures provided in Section 8 and the Enforcement Management Strategy, Attachment "C", mutatis mutandis, except insofar as that procedure relates to appeals from the decision of the hearing examiner. After a determination is made by the hearing examiner in any case other than an enforcement proceeding, any party may apply to the Commission for a review of the determination of the hearing examiner

prior to a final decision in the matter by the Commission. However, application must be submitted in writing within fifteen (15) days of receipt of the determination stating specifically the grounds of objection to such determination. The Commission may on its own motion take up the review of the determination of the hearing examiner at a regularly scheduled Commission meeting. On the basis of the complete record of proceedings and testimony and evidence presented before the hearing examiner, his or her determination shall be affirmed, modified, or set aside by the Commission in a final decision on the matter.

The Commission will review the determination of the hearing examiner in the following manner:

1. Briefs may be submitted to the Commission by the parties but are not required unless specifically requested by the Commission.
2. All briefs shall be submitted to the Commission at least fifteen (15) days prior to the scheduled meeting with ten (10) separate copies. Briefs shall state specifically the grounds for affirmation, modification, or denial of the determination of the hearing examiner. Reply briefs may be filed five (5) days before the Commission meeting.
3. Oral arguments shall be limited in duration to not more than one (1) hour, or as otherwise provided by the Commission, from each party in the hearing, including intervening parties.
4. A full and complete record shall be kept of all proceedings and reported and transcribed by a qualified reporter furnished by the Authority. A copy of the transcript may be requested by any interested party, who shall pay the cost of preparing such transcript.
5. The Commission, at its discretion, may require a reopening of the adjudicatory hearing before the hearing examiner for the taking of additional testimony upon all issues or particular issues prior to its final decision on the determination of the hearing examiner.
6. The Commission will make its decision upon the record presented by the hearing examiner alone, unless the Commission determines it needs additional evidence during its consideration. In such event a proper opportunity for rebuttal by the party will be granted.

Any party aggrieved by a final decision of the Commission, other than in an enforcement case, may appeal such decision to the Court of Common Pleas in the county in which the Commission is located under the same guidelines applied to state agencies which are set forth in S. C. Code Ann. §1-23-380.

(3) Permit Modifications

Within nine months of the promulgation of a National Categorical Pretreatment Standard, or adoption of a Local Limitation, the permit of users subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard. Where a user, subject to a National Categorical Pretreatment Standard, or Local Limitation, has not previously submitted an application for a permit, the user shall apply for a permit within 180 days after the promulgation of the National Categorical Pretreatment Standard. In addition, the user with an existing permit shall submit to the Commission within 180 days after the promulgation

of an applicable standard information regarding the nature and concentration of the regulated pollutant and a schedule for providing additional pretreatment, if necessary.

Other modifications of permits shall be subject to the same procedural requirements as the issuance of permits except the following changes may be made upon thirty (30) days notice:

- (a) modifications of the monitoring program contained in the permit;
- (b) changes in the ownership of the discharge when no other change in the permit is indicated;
- (c) a single modification of any compliance schedule not in excess of four months; or
- (d) modification of compliance schedules in permits for new sources where the new source will not discharge until process or pretreatment facilities are operational.
- (e) modifications incorporating new or revised federal, state or local pretreatment standards or regulations; or
- (f) other modifications determined necessary by the General Superintendent under the Regulations.

(4) Permit Conditions

The General Superintendent shall have the authority to grant a permit with such conditions attached as he believes necessary to achieve the purpose of this Ordinance, State, and federal regulations. Such conditions shall include but are not limited to the following:

- (a) a statement of duration (in no case more than five years);
- (b) a statement of non-transferability;
- (c) applicable effluent limits based on National Categorical Pretreatment Standards or Local Limitations;
- (d) applicable monitoring and reporting requirements;
- (e) notification requirements for slug discharges as defined by 40 CFR Part 403.5(b);
- (f) a statement of applicable penalties for violation of permit conditions; and
- (g) a compliance schedule that outlines dates and actions for obtaining compliance with final limitations or other pretreatment requirements.

(5) Permit Duration

Permits may be issued for a specified time period, not to exceed five years. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The user shall apply for permit reissuance a minimum of 180 days prior to the expiration of the permit.

(6) Permit Transfer

Wastewater discharge permits are issued to a specific user for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation. In such event a new application shall be submitted with full information. This application will be expedited if the new owner or operator certifies (1) that there is no immediate intent to change the facility's operation and process, (2) the date the new owner or operator shall take over, and (3) acknowledgement is made that the new owner or operator has full responsibility for complying with the existing wastewater discharge permit.

Section 6.2 - Reporting Requirements for Permittee

- (1) Within 180 days after the effective date of a National Categorical Pretreatment Standard, or 180 days after the final administrative decision made upon a category determination submission under 40 CFR 403.6, whichever is later, existing Significant Industrial Users subject to such National Categorical Pretreatment Standards shall be required to submit to the General Superintendent a report which contains the information required in 40 CFR 403.12 and applicable State and federal regulations. At least ninety days prior to commencement of discharge, new sources and sources that become Significant Industrial Users subsequent to the promulgation of an applicable National Categorical Pretreatment Standard, shall be required to submit to the General Superintendent a report which contains the information required in 40 CFR 403.12. The General Superintendent shall require appropriate reporting from those Significant Industrial Users not subject to National Categorical Pretreatment Standards. Reports required by this Ordinance shall be signed by an authorized representative of the Significant Industrial User.
- (2) Within ninety days following the date for final compliance with applicable National Categorical Pretreatment Standards or, in the case of a new source, following commencement of the discharge of wastewater into the POTW, any user subject to National Categorical Pretreatment Standards and Requirements shall submit to the General Superintendent a report containing the information required in 40 CFR 403.12.
- (3) Any user subject to a National Categorical Pretreatment Standard, after the compliance date of such National Categorical Pretreatment Standard, or, in the case of a new source, after commencement of the discharge into the POTW, shall submit to the General Superintendent quarterly unless required more frequently in the National Categorical Pretreatment Standard or by the General Superintendent, a report indicating the nature and concentration, of pollutants in the effluent which are limited by such National Categorical Pretreatment Standards. In addition, this report shall include a record of all measured or estimated average and maximum daily flows during the reporting period. At the discretion of the General Superintendent and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the General Superintendent may agree to alter the months during which the above reports are to be submitted. The General Superintendent may impose mass limitations on users which are using dilution to meet applicable National Categorical Pretreatment Standards or Requirements, or in other cases where the imposition of mass limitations are appropriate. In such cases, the required periodic reports shall indicate the mass of pollutants regulated by National Categorical Pretreatment Standards in the discharge of the user. These reports shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and

mass where requested by the General Superintendent, of pollutants contained therein which are limited by the permit or applicable National Categorical Pretreatment Standard.

- (4) All users shall notify the General Superintendent immediately of discharges that could cause problems, including any slug discharges.
- (5) Sampling and analysis may be performed by the Commission in lieu of the user. If done by the Commission, the user shall be charged such fees or charges as are established by the Commission. Where the Commission performs the required sampling and analysis in lieu of the user, the user shall not be required to submit the compliance certification required under 40 CFR 403.12(b) (6) and 403.12(d). In addition, where the Commission itself collects all the information required for the report, including flow data, the user shall not be required to submit the report.
- (6) If sampling performed by a user indicates a violation, the user shall notify the General Superintendent within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Commission within thirty days after becoming aware of the violation, except the user may not be required to resample if the Commission performs sampling of the discharge at a frequency of at least once per month, or the Commission performs sampling between the time when the user performs its initial sampling and the time when the user receives the results of this sampling.
- (7) If a user subject to these reporting requirements monitors any regulated pollutant at the location(s) designated in the discharge permit more frequently than required by the General Superintendent, the results of this monitoring shall be included in the report in accordance with 40 CFR Part 136.
- (8) The General Superintendent shall require appropriate reporting from those users with discharges that are not subject to National Categorical Pretreatment Standards. Significant Industrial Users shall submit to the General Superintendent at least once each quarter (on dates specified by the General Superintendent) a description of the nature, concentration, and flow of the pollutants required to be reported by the General Superintendent. This sampling and analysis may be performed by the Commission in lieu of the noncategorical Significant Industrial User. Where the Commission itself collects all the information required for the report, the Significant Industrial User shall not be required to submit the report.
- (9) Significant Industrial Users shall promptly notify the General Superintendent in advance of any substantial change in the volume or character of pollutants in their discharge in excess of the amounts allowed in the discharge described in the application or the permit, including the listed or characteristic hazardous wastes for which the Industrial User has submitted initial notification under 40 CFR 403.12. Significant Industrial Users shall notify the General Superintendent, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the Significant Industrial User discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the Significant Industrial User: (1) an identification of the hazardous constituents contained in the

wastes; (2) an estimation of the mass and concentration of such constituents in the wastewater discharged during that calendar month; and (3) an estimation of the mass of constituents in the wastewater expected to be discharged during the following twelve months. Significant Industrial Users shall provide the notification no later than 180 days after the discharge of the listed or characteristic hazardous waste. Notification need be submitted only once for each hazardous waste discharge. However, notifications of changed discharges must be submitted under 40 CFR 403.12(j). The notification requirement does not apply to pollutants already reported under the self-monitoring requirements of 40 CFR 403.12(b), (d), and (e). Users are exempt from the requirements during a calendar month in which they discharge no more than fifteen kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the Significant Industrial User discharges more than such quantities of any hazardous waste do not require additional notification.

- (10) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the Industrial User shall notify the General Superintendent, the EPA Regional Waste Management Division Director, and State hazardous waste authorities of the discharge of such substance within ninety days of the effective date of such regulations.
- (11) In the case of any notification, the Significant Industrial User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

Notice:

The reports and other documents required to be submitted or maintained under this section may be subject to the provisions of 18 USC section 1001 relating to fraud and false statements; the provisions of section 309(c)(4) of the Act, as amended, governing false statements, representation or certification; and the provisions of section 309(c) regarding responsible officers.

Section 6.3 - User Records

Users shall maintain and retain for three years all plant records as specified by the General Superintendent and afford the Commission access thereto. These records include but are not limited to wastewater self monitoring records, records related to compliance with National Categorical Pretreatment Standards, Local Limitations and other State and EPA required records.

Section 6.4 - Confidentiality

Information and data on a user obtained from reports, questionnaires, discharge applications and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the General Superintendent that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user. When requested by the person

furnishing the report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public. It shall, however, be made available upon written request to governmental agencies for uses related to this Ordinance, the NPDES Permit, or other uses determined appropriate by the General Superintendent. The information shall be available for use by the State in judicial review or enforcement proceedings involving the person furnishing the information. Wastewater constituents and characteristics shall not be recognized as confidential information.

SECTION 7 - SAMPLING AND MONITORING

Section 7.1 - Right of Entry

Whenever it shall be necessary for the purposes of this Ordinance and upon presentation of proper credentials and identification, Commission, State, and EPA personnel shall be permitted to enter upon any property of users for the purpose of inspecting and copying records, facility inspection, observation, measurement, sampling, or testing in the area of the control structure. Any user completing and filing an application to discharge wastewater shall thereby grant the Commission permission to enter his premises for said purposes. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, Commission personnel shall be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

Section 7.2 - Compliance Determination

Compliance determinations with respect to prohibitions and limitations shall be made on the basis of composite and discrete samples of wastewater. Composite samples may be taken over a twenty four hour period, or over a different time span, as determined necessary by the General Superintendent to meet the needs of specific circumstances.

Section 7.3 - Analysis of Industrial Wastewaters

All measurements, tests and analyses of the characteristics or properties of wastewater to which reference is made in this Ordinance shall be made in accordance with 40 CFR 136 and shall be performed by a qualified laboratory. In the event that there is no approved method in to CFR 136 for a particular parameter, testing shall be performed in accordance with Standard Methods, herein defined, or a method approved by the General Superintendent.

Section 7.4 - Sampling Frequency

Sampling of industrial wastewater for the purpose of compliance determination with respect to prohibitions and limitations shall be done at such intervals as the General Superintendent may designate. As a minimum the Commission shall conduct compliance sampling or to cause such sampling to be conducted by all Significant Industrial Users and other industrial users at least twice in every one year period and more frequently as required in Attachment "E".

Section 7.5 - Control Structure

When determined by the General Superintendent to be feasible, the Owner of any property served by a

building sewer carrying industrial wastewater, shall build a control structure in the building sewer from his premises just prior to the entrance of the building sewer into the public sewer suitable for sampling and measuring his wastewater. Plans for this structure shall be approved by the General Superintendent. The construction permit must be obtained from DHEC. There shall be ample room in or near such sampling facility to allow accurate flow measurement, sampling, and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the Owner.

SECTION 8 - ENFORCEMENT

Section 8.1 - Enforcement Management Strategy

The General Superintendent shall enforce the provisions of this regulation in accordance with the current Commission Enforcement Management Strategy, Attachment C in accordance with S. C. Code Ann. §6-11-285 and other applicable law.

Section 8.2 - Administrative Remedies

(1) Notifications of Violation

Whenever the General Superintendent finds that any person has violated or is violating this Ordinance, a permit, or any prohibition, limitation or requirement contained in the Ordinance or permit, the General Superintendent may serve upon such a person an appropriate written notice stating the nature of the violation. An oral notice shall be sufficient in emergency circumstances. The General Superintendent may require a response to the notice of violation. When required in the notice and within fifteen (15) days from the date of the notice, an explanation of the violation and a plan for the satisfactory correction thereof shall be submitted to the General Superintendent. Submission of this plan shall not relieve the person of liability for any violations occurring before or after receipt of the notice of violation. A simple Notice of Violation (NOV), a Notice of Significant Noncompliance Violation (NOSNV) or a Notice of Emergency Violation (NOEV). Reference is made to Attachment C as to these procedures.

(2) Administrative Consent Order

The General Superintendent is empowered to enter into Administrative Consent Orders, assuring of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the violation. Such orders may be negotiated in an Informal Conference. Such agreements shall include specific action to be taken by the person to correct the violation within a time period also specified by the Administrative Consent Order and contain other terms and conditions. Reference is made to Attachment C. A violation of an Administrative Consent Order shall constitute a violation or violations under this Ordinance.

(3) Notice to Show Cause at Adjudicatory Hearing

The General Superintendent may order any user who causes or is responsible for an unauthorized discharge or other violations to show cause at an Adjudicatory Hearing why a proposed enforcement action should not be taken. A notice shall be served on the user specifying the time

and place for the hearing, the proposed enforcement action, and the reasons for such action, and a request that the user show cause why this proposed enforcement action should not be taken.

(4) Service

The notice of the hearing to the user shall be served personally or by registered or certified mail (return receipt requested) at least ten days before the hearing. Service may be made on any agent or officer of the user.

(5) Request By User for an Adjudicatory Hearing or for an Informal Conference Prior to Show Cause Hearing

(a) Requests for an Adjudicatory Hearing must be served on the Commission within fifteen (15) days following any final administrative action or decision by the Commission on any violation, application, permit, certificate or other licensing matter;

(b) A request for an informal conference prior to the show cause hearing may be made by a user but not to delay the hearing date. If the request is granted, an Informal Conference may be held by the General Superintendent or his designee to explore ways and means to obtain compliance by consent without the necessity of a formal Adjudicatory Hearing.

(6) Record

At any hearing held pursuant to this Ordinance, testimony shall be taken under oath and recorded stenographically. The transcript, so recorded, shall be made available to any member of the public or any party of the hearing upon payment of the usual charges thereof.

(7) Hearing Officer

A hearing officer or officers may be appointed by the General Superintendent to preside over the Adjudicatory Hearing. The hearing officer may be an employee of the Commission or be specially appointed for such purpose. He shall have no connection with the preparation or presentation of the evidence at the hearing.

(8) Procedure

The procedure for an Adjudicatory Hearing and other enforcement procedures are set forth in Attachment C, the Enforcement Management Strategy.

(9) Enforcement Orders

When the hearing officer finds that a user has violated or is violating the provisions, prohibitions or limitations of this Ordinance, or those contained in any permit issued hereunder, he may issue an order to cease and desist, and may direct those persons in violation to:

(a) comply forthwith;

- (b) comply in accordance with a compliance time schedule set forth in the Order; or
- (c) take appropriate remedial or preventive action in the event of a continuing or threatened violation.
- (d) prohibit or reduce the discharge;
- (e) provide wastewater storage or flow equalization;
- (f) make payment by the user to cover added costs of handling and treatment costs and the administrative costs of the enforcement action;
- (g) post performance bonds;
- (h) act to take other steps to achieve compliance;
- (i) pay fines and penalties;
- (j) pay reasonable attorney's fees, hearing costs, reporting costs, and other expenses incurred by the Commission for the hearing or enforcement procedure.

(10) Administrative Penalties

A user may be fined up to two thousand dollars (\$2,000.00) for each offense. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. In case of monthly or long-term discharge limits, fines may be assessed for each day during the period of violation. The Commission shall have such remedies for the collection of such assessments as it has for collection of other service charges.

(11) Payment of Costs

Payment of costs or fines shall not relieve the user from the requirement to pretreat wastewater or discharges in excess of the limitations required under its permits or the regulations of the Commission.

(12) Emergency Suspensions

The General Superintendent may suspend or revoke a user's permission to discharge when such action is necessary in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment, or causes interference. Any user notified of revocation of permission to discharge shall immediately stop or eliminate its discharge. A hearing shall be held within fifteen days of the notice of revocation to determine whether the suspension may be lifted or the user's permit terminated. The user shall submit a detailed written statement describing the causes of the violations and the measures taken to prevent any future violations to the General Superintendent prior to the date of the hearing. In the event of a failure of the person to comply voluntarily with the order, the General Superintendent shall take such steps as deemed necessary including immediate severance of the sewer connection. The General Superintendent may reinstate the

permission to discharge upon proof of the elimination of the violations.

(13) Termination or Revocation of Permit

Any user who violates the conditions of this Ordinance, or applicable State and Federal regulations, is subject to having his permission to discharge revoked. The General Superintendent may revoke a permit for the following reasons:

- (a) failure to factually report the wastewater constituents and characteristics of his discharge;
- (b) failure to report significant changes in operations, or wastewater constituents and characteristics;
- (c) refusal of reasonable access to the user's premises for the purpose of inspection and monitoring;
- (d) failure to meet effluent limits;
- (e) tampering with or deliberately altering monitoring equipment;
- (f) falsifying self-monitoring reports;
- (g) changes in the POTW's NPDES permit, receiving stream water quality standards, POTW treatment plant process, sludge disposal practices or requirements, or other modifications of a similar nature that impact the Commission's ability to accept industrial wastewater; or
- (h) for causes necessitating an emergency suspension.
- (i) discharge of wastewater prohibited by this Ordinance;
- (j) significant noncompliance with schedules, pretreatment standards or requirements, of any terms of the wastewater discharge permit or the Ordinance;
- (k) non-payment of sewer user charge or other charges, fines, costs and expenses.

A user whose permission to discharge has been revoked may apply for new permission to discharge and shall pay all delinquent fees, charges, penalties, and such other sums as may be due to the Commission.

Section 8.3 - Judicial Remedies

Notwithstanding the administration procedure provided herein, when any person discharges wastewater into the wastewater disposal system contrary to the law of this State or the provisions of this Ordinance, or any order or permit issued hereunder, or otherwise violates applicable law or the provisions of this Ordinance or any order or permit issued hereunder, the General Superintendent may commence an action for appropriate legal or equitable relief in the Court of Common Pleas. The remedies provided by this regulation are not exclusive.

Section 8.4 - Injunctive Relief

The General Superintendent, in the name of the Commission, may file in Common Pleas Court, a suit seeking the issuance of an injunction, damages, or other appropriate relief to enforce the provisions of this Ordinance or other applicable law or regulation and the determination of the hearing examiner. Suit may be brought on behalf of the Commission, at the same time or separately, to recover any and all damages suffered by the Commission as a result of any action or inaction of any User or other person who causes or suffers damage to occur to the POTW or for any other expense, loss or damage of any kind or nature suffered by the Commission. Such damages shall include, but not be limited to, claims for damages, takings, losses, expenses, costs, fines, penalties and attorneys' fees for which the Commission may become liable or responsible and which arise out of or result from the User's noncompliance with its permit or the User's violation of State or Federal Pollution Control laws, rules or regulations.

Section 8.5 - Criminal Violations

Facts or circumstances which tend to indicate a criminal activity or action by any person may be reported to the proper state and federal law enforcement agencies for prosecution.

Section 8.6 - Performance Bonds

The General Superintendent may refuse to reissue a permit to any user which has failed to comply with the provisions of this Ordinance or any order or previous permit issued hereunder unless such user first files with it a satisfactory bond, payable to the Commission, in a sum not to exceed a value determined by the General Superintendent to be necessary to meet the costs of any scheduled improvements and to achieve consistent compliance.

Section 8.7 - Discontinuance of Sewer Service For Non-Payment

The General Superintendent shall have the right to discontinue sewer service to the property of a user of such service in the event of non-payment of sewer charges; provided that no discontinuation shall be made until the user shall have been given notice of his right to be heard in person or by counsel on the question of discontinuation before the Commission or any person designated by the Commission after not less than five days written notice specifying the basis of the discontinuation. The Commission or its agents shall have the right of entry in and upon the premises and the right of ingress and egress to determine the location of the service line or to dig it up or to uncover it for the purpose of disconnecting the service line from the property, or sealing, or plugging such line, or any collection line, upon the notice as provided under the County Ordinance or Commission regulations.

Section 8.8 - Tenant Responsibility

Where an industrial user of property leases the premises to a subsidiary or affiliate or other entity in which the industrial user has a direct or indirect interest, the tenant or industrial user or both may be held responsible for compliance with the provisions of this Ordinance.

Section 8.9 - Vandalism

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface,

tamper with or prevent access to any structure, appurtenance or equipment, or other part of the POTW. Any person found in violation of this requirement shall be subject to the sanctions set out in Section 8 above.

Section 8.10 - Publication of Industrial Users in Significant Noncompliance

The Authority shall publish annually, in the largest daily newspaper published in the area where the POTW is located, a list of the industrial users which, during the previous twelve months, were in significant noncompliance with applicable pretreatment standards and requirements. All records relating to compliance with National Categorical Pretreatment Standards shall be made available to DHEC and EPA. The term significant noncompliance shall mean:

1. Violations of wastewater discharge limits
 - a. Chronic violations. Sixty-six percent or more of the measurements exceed the same daily maximum limit or the same average limit in a six-month period (any magnitude of exceedance).
 - b. Technical Review Criteria (TRC) violations. Thirty-three percent or more of the measurements exceed the same daily maximum limit or the same average limit by more than the TRC in a six-month period.
 - c. Any other violation(s) of effluent limit (average or daily maximum) that the Commission believes has caused alone or in combination with other discharges, interference or pass-through or endangered the health of the sewage treatment personnel or the public.
 - d. Any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment and has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge.
2. Violations of compliance schedule milestones contained in a local control mechanism or enforcement order, for starting construction, completing construction, and attaining final compliance by 90 days or more after the schedule date.
3. Failure to provide reports for compliance schedules, self-monitoring data, or categorical standards (baseline monitoring reports, 90-day compliance reports, and periodic reports) within 30 days from the due date.
4. Failure to accurately report noncompliance.
5. Any other violation or group of violations that the Commission considers to be significant, including, without limitation, the failure to respond to a NOV for which a response was required, to comply with a Consent Order or administrative orders.

SECTION 9 - GENERAL REQUIREMENTS

Section 9.1 - Application of Ordinance

This Ordinance shall apply to persons within the County of Oconee and to persons outside the County who by contract with the Commission are users of the Commission wastewater facilities. The General Superintendent shall implement and enforce the provisions of this Ordinance and the governing body of the Commission shall adopt such regulations as it deems necessary to implement the provisions and requirements of this Ordinance.

Section 9.2 - Use of System Constitutes Acceptance

The use of the wastewater treatment facilities of the Commission by any user shall constitute the user's consent to and agreement to comply with and abide by the terms and conditions of this Ordinance and the rules and regulations promulgated hereunder, including enforcement and penalty provisions.

Section 9.3 - Garbage Grinder

No commercial, institutional or industrial garbage grinder shall be installed or any discharge made from such grinder unless written permission has been granted by the General Superintendent.

SECTION 10 - SEVERABILITY

If any provision, paragraph, word, section or article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and articles shall not be affected and shall continue in full force and effect.

SECTION 11 - CONFLICT

All regulations and parts of regulations inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 12 - EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after passage, approval and publication, as provided by law.

First Reading - PASSED this the _____ day of _____, 19____.

Second Reading - PASSED this the _____ day of _____, 19____.

APPROVED and ADOPTED this the _____ day of _____, 19__.

ATTEST:

Chairman

Clerk

Published the _____, _____, and _____, 1992.

Effective Date: _____, 1992.

ATTACHMENT C
COUNTY OF OCONEE
ENFORCEMENT MANAGEMENT STRATEGY

This Enforcement Management Strategy has been developed by the County of Oconee for the Oconee County Sewer Commission as a comprehensive and effective enforcement response plan in coordination with the Federal and State requirements and with the Commission's Sewer Use Ordinance. The intent is to give guidance to the staff regarding the methods and manner of enforcement and to provide information to Users who may become subject to enforcement proceedings.

1. Purpose of the Plan.

The Commission desires to make its staff and the public aware of its enforcement response plan by 1) describing how instances of non-compliance will be investigated; 2) stating the type of escalated enforcement actions for violation and the time period for action; and 3) reflecting its primary responsibility to enforce applicable pretreatment standards and other requirements of its Sewer Use Ordinance. The plan will also contain guidelines or requirements for inspections, sampling, monitoring, other reports, hearings, permitting, suspensions, revocations, sanctions, fines and penalties.

This plan will strengthen internal management, enhance the Commission's reputation as a responsible public agency, remove the subjective element from enforcement and involve other public and regulatory agencies in coordinated efforts in health, sanitation and environmental concerns.

2. Duties.

The General Superintendent has been empowered to enforce compliance with permits and regulations and will act as Pretreatment Manager and shall be responsible for implementing the Pretreatment Program. He may designate a person who will act as Pretreatment manager. Sampling and analysis will be performed by Commission for surveillance monitoring of wastewater discharge permits or by a qualified laboratory. The Pretreatment Manager shall inform the General Superintendent of any violations of discharge limitations. The Pretreatment Manager shall be responsible for assuring that the Industrial Users comply with reporting requirements, and for enforcement actions. The Pretreatment Manager shall be responsible for all administrative actions such as the submissions of reports, industrial inspections, periodic survey update, and issuing permits. The Pretreatment Manager shall annually evaluate the Enforcement Program to assure it is effective and reasonable. A report on the findings of the evaluation shall be given to the General Superintendent.

3. Enforcement Procedures

Once a non-compliance is identified, the General Superintendent shall be advised of the nature of the violation. The Pretreatment Manager may demand monitoring in the event the violation was of a discharge limitation or which resulted in interference. The Pretreatment Manager shall notify the User of any violations and of any intended enforcement regarding the violation.

- A. The Warning of Minor Violation (WOMV) shall be in the form of a written Summary of Violations stamped Warning of Minor Violation. A WOMV shall be sent to the User and retained for record by the User. A WOMV does not require a response to the Commission but should prompt the User to take corrective action.
- B. The Notice of Violation (NOV) shall be in the form of a letter sent to the User within fifteen days after the violation is noted. The User shall respond, if required, within fifteen days of receipt to the NOV and state (1) the cause of the violation; and (2) what corrective action will be taken to prevent future violations. If the Pretreatment Manager does not receive a response, or receives an inadequate response to an NOV for which a response was required, a Notice of Significant Noncompliance shall then be issued.
- C. A Notice of Significant Noncompliance (NOSN) shall be sent to the User by certified mail within ten days of the determination of its need. The User shall respond within fifteen days of receipt of the NOSN and state (1) the cause of the violation; and (2) what corrective action will be taken to prevent future violations. The Pretreatment Manager may also require the User to propose and submit a schedule of compliance. If the User indicates that corrective action will take longer than ninety days, the Pretreatment Manager may ask the User to enter into a Consent Agreement.
- D. If a User fails to respond to a Notice of Significant Noncompliance, the Pretreatment Manager shall issue a Rule to Show Cause for an Adjudicatory Hearing and give notice of the relief, civil penalties, expenses, costs and fees to be sought at the Adjudicatory Hearing.
- E. If the violation is caused by a discharge that is of imminent danger to public health, or has resulted in observed damage to the wastewater system or receiving stream, then a Notice of Revocation (NOR) shall be sent immediately and may include a requirement to immediately cease the discharge. A hearing shall be held within fifteen days after the User is directed to cease the discharge.

4. Classification of Violations

The classification of violations under these regulations and permit are as follows:

- A. A Warning of Minor Violation (WOMV) shall be given when there is any violation less than that under the criteria for requiring a Notice of Violation.
- B. A Notice of Violation (NOV) shall be given when there is any violation less than that under the criteria for a Notice of Significant Noncompliance (NOSN) and more than that under the criteria for a Warning of Minor Violation (WOMV).
- C. A Notice of Significant Noncompliance (NOSN) indicates a greater violation, including but not limited to, those violations set out in paragraph 11.1.
- D. A Notice of Revocation (NOR) shall be given orally if time does not permit written notice. However, such oral notice shall be subsequently documented as time is

available. When practical, written notice shall be given. A NOR shall be given when a violation of a permit condition or limitation, or a violation of these regulations threatens to cause an interference with, or have an adverse impact upon, the operation of the facilities; or danger to human health, welfare, or the environment is imminent. A NOR shall result in the revocation of a User's permission to discharge. Any User notified of revocation of permission to discharge shall immediately stop or eliminate its discharge. A hearing shall be held within fifteen days of the NOR to determine whether the suspension may be lifted or the User's permit terminated. Prior to the date of the hearing the User shall submit to the General Superintendent a detailed written statement describing the causes of the violations and the measures taken to prevent any future violations. In the event the User fails to comply voluntarily with the Order, the General Superintendent shall take such steps as deemed necessary including immediate severance of the sewer connection. The General Superintendent may reinstate permission to discharge upon proof of elimination of the violations.

5. Revocation or Termination of Permit

- A. Any User who violates the conditions of this Ordinance, or applicable State and Federal regulations, is subject to having his permission to discharge terminated. The General Superintendent may terminate a permit for the following reasons:
1. Failure to factually report the wastewater constituents and characteristics of the discharge;
 2. Failure to report significant changes in operations, or wastewater constituents and characteristics;
 3. Refusal of reasonable access to the User's premises for the purpose of inspection and monitoring;
 4. Violation of conditions of permit;
 5. Tampering with, or deliberately altering, monitoring equipment;
 6. Falsifying self-monitoring reports;
 7. Changes in POTW NPDES permit, receiving stream water quality standards, POTW treatment plant process, sludge disposal practices or requirements, or other modifications of a similar nature that impact the Commission's ability to accept industrial wastewater;
 8. Causes necessitating an emergency suspension;
 9. Discharge of wastewater prohibited by this Ordinance;
 10. Significant noncompliance with schedules, pretreatment standards or requirements, or with any terms of the wastewater discharge permit or regulation; or
 11. Non-payment of sewer User charge or other charges, fines, costs and expenses.

A User whose permission to discharge has been revoked may re-apply for permission to discharge and shall pay all delinquent fees, charges, penalties, any impact fees which may be established by the Commission and be effective at the date of the re-application, and such other sums as may be due to the Commission.

6. Informal Conference Prior to Hearing Date

Upon request, the Pretreatment Manager will schedule an informal conference with the User and attempt to negotiate an enforceable Compliance Schedule by way of a Consent Agreement. The Consent Agreement may contain such other terms and conditions, including but not limited to, provisions for additional monitoring, full or partial cessation of discharge, interim limits, payment of all administrative costs, expenses, attorney's fees and civil penalties.

7. Failure to Comply with Consent Agreement

If a User fails to comply with a Consent Agreement, this failure shall constitute a separate and new violation and give rise to additional costs, fines and penalties, as well as grounds to seek other and different relief than that consented to in the original Consent Agreement.

8. Publication of List of Significant Violators

Pretreatment Regulations require the Commission to publish, at least annually, in the daily newspaper of the widest circulation in the area, a list of Users which were in Significant Noncompliance with applicable pretreatment standards and requirements during the previous twelve months. The procedures for compiling the list of such Users is as follows:

- A. The Pretreatment Section shall prepare a compliance history from the Commission records for each individual Significant Industrial User (SIU).
- B. The compliance history so obtained for each SIU shall be reviewed to determine if a pattern of noncompliance exists or if the industry has been, or continues to be, in SNC. To the extent that an industry meets these criteria, it will be placed on the list for publication.

9. Adjudicatory Hearings

Adjudicatory Hearing shall mean a hearing that is held pursuant to this regulation. Adjudicatory Hearings are trial-type proceedings where there is to be a determination made in a contested case pursuant to the power of the Commission.

Requests for an Adjudicatory Hearing shall be served on the Commission within fifteen days following any final administrative decision by the Commission on an application, permit, certificate or other licensing matter, or on a violation. Requests for Adjudicatory Hearings shall include the name of the requestor, his interest and the names of parties which he represents, the reasons for the request, the major issues which are proposed to be contested at the hearing, and a statement by the requestor agreeing to be subject to examination and cross-examination and to make any employee or consultant of such requestor, or other person represented by the requestor, available for examination and cross-examination at the expense of the requestor. The General Superintendent may grant or deny a request for an Adjudicatory Hearing on the basis of a consideration of whether the person making such a request has standing to seek a determination under the law and whether such request is a matter subject to an Adjudicatory

Hearing under these regulations.

An initial pleading as used herein shall refer to the document by which an Adjudicatory Hearing may be commenced. A request may be considered an initial pleading. Every initial pleading shall, at a minimum, contain the following:

- A. A title which indicates the nature of the proceeding and the parties involved therein;
- B. The complete name and address of the party filing the pleadings and, if applicable, the organization or interest whom he represents;
- C. The legal authority and the jurisdictional basis for the hearing;
- D. A clear and concise statement of the issues upon which the pleading is maintained and identification of the particular regulation, standard, guideline, or provision of law which is the subject of the hearing. If the party is unable to state the matters in detail at the time of the initial pleading or other notice is served, such initial pleading or other notice may be limited to a simple statement of the issues involved. Thereafter, upon application, a more definite and detailed statement shall be furnished to all parties;
- E. A prayer setting forth the relief sought;
- F. If the party filing the pleading is represented by counsel, the name and address of the attorney;
- G. A statement by the requestor agreeing to be subject to examination and cross-examination and to make any employee or consultant of such requestor available for examination and cross-examination at the expense of such requestor, or such person upon the request of the hearing examiner on his own motion, or on the motion of any party.

An answer to the initial pleading shall be served on the requestor within ten days after service of the document to which the answer is directed unless additional time is required pursuant to provisions of this section. Allegations contained in said initial pleading which are not specifically admitted by the party filing an answer are deemed denied. The answer shall contain, but not be limited to, the following:

- A. A clear and concise statement identifying the party filing the answer and the matter to which the answer relates;
- B. A clear and concise statement of all matters upon which the party filing the answer relies. There shall be no replies other than an answer.

Leave to file amendments to any pleading may be allowed or denied provided, however, leave to amend shall be freely given when justice requires it.

A party desiring to withdraw a pleading filed with the Commission or the hearing examiner

shall file a motion for withdrawal. If any party has an objection thereto, he shall, within ten days after the receipt of the motion, serve a statement on the hearing examiner setting forth the reasons for his objection and serve a copy of the same on each part. In the absence of objections or a request for a hearing, a motion of withdrawal shall, within ten days after filing thereof, be deemed allowed. The hearing examiner shall then file an order of dismissal, with or without prejudice.

Service by the Commission or initial pleadings, complaints, orders, decisions, pleadings, motions, processes, and other documents shall be by personal delivery or by first-class mail. Service on the Commission shall be by serving and filing two copies of the paper with the Oconee County Sewer Commission, 623 Return Church Road, Seneca, SC 29678, by personal service or by first-class mail upon all parties to the proceedings. A certificate of service shall accompany all papers when filed by any part and shall be filed within ten days after service is made.

The hearing examiner may, on motion, at any time during the course of any proceeding, permit such substitutions or additions of parties as justice may require. Third party intervenors should meet the same standards as required of those intervening in matters before the Court of Common Pleas.

The hearing examiner shall observe the rules of evidence observed by the Court of Common Pleas, with the exception that hearsay evidence may be admissible provided that it is deemed necessary to ascertain facts not reasonably susceptible of proof without such evidence and the hearsay evidence is properly identified as such and is given appropriate consideration in reaching a determination. The hearing examiner shall exclude hearsay evidence when such testimony would violate fundamental fairness.

All testimony shall be taken under oath and all parties shall have the right to cross-examination of the witness.

The hearing examiner and all other parties, through the hearing examiner, shall have the right to issue subpoenas requiring the attendance and testimony of witnesses and the production of any documents in question in the proceeding; provided, however, that where the issuance of such a subpoena is resisted or contested, the hearing examiner shall rule on the availability of the subpoena in that particular case.

A party may file a motion for the production or view of any object which relates to the subject matter of any proceeding then pending before the hearing examiner. The motion shall be granted where justice requires.

Any time during the course of the proceeding, the hearing examiner may order that testimony of a witness be taken by deposition. Application to take testimony by deposition shall be made by motion directed to the hearing examiner. Such motion shall set forth the reasons for desiring the deposition; the time when, the place where, the name and address of each witness, and the subject matter concerning which each witness is expected to testify. The hearing examiner shall allow the motion only upon showing that circumstances are such that the witness to be deposed cannot appear before the hearing examiner without substantial

hardship being caused. If such hardship is financial in nature, any party may agree to reimburse the witness for expenses, including loss of wages incurred by appearing. In such cases, the motion to allow taking of a deposition shall therefore be denied. Motions for the taking of depositions shall not be allowed if the depositions result in any undue burden to another party or in any undue delay of the proceeding. If the motion is allowed, the hearing examiner shall give at least five days notice of the taking of the depositions to all parties. Depositions shall be taken orally before a person having power to administer oaths. Each witness testifying upon deposition shall be duly sworn, and the adverse party shall have the right to cross-examine.

Objections to questions shall be in short form stating the grounds of objections relied upon. The questions asked, the answers thereto, and all objections shall be reduced to writing and certified by the officer before whom the deposition is taken. Said officer shall forward the deposition to the hearing examiner. Subject to appropriate rulings on evidence, the testimony taken as deposition shall be included in the record of the Hearing as if the testimony contained therein had been given by the witness in the presence of the hearing examiner. After notice is served for taking a deposition, upon motion of the party to be examined, made prior to the date set, the hearing examiner may, for good cause shown, order that the deposition shall not be taken; that certain matters shall not be inquired into; or that the scope of the examination shall be limited to certain matters. The hearing examiner may make any other order necessary to protect the party or witness from harassment or oppression.

The parties may file a written stipulation with the hearing examiner at any stage of the proceeding. At the hearing, a stipulation may be orally read into the record. Contested cases may be resolved by informal disposition through means of stipulation, agreed settlement, consent order (with or without a financial penalty), or default.

On the basis of the evidence presented, the hearing examiner shall issue the determination. The hearing examiner shall deliver by certified mail to the parties a copy of the decision.

Any appeal from the determination of the hearing examiner in any enforcement proceeding shall be submitted to the Court of Common Pleas in which the Commission is located pursuant to S. C. Code Ann. §6-11-285 (F).

When the time prescribed in these rules for doing any act expires on a Saturday, Sunday or a legal holiday, such time shall extend to and include the next succeeding day that is not a Saturday, Sunday or legal holiday. The Commission or the hearing examiner may grant reasonable extensions of time to meet the filing deadlines specified herein.

10. Administrative Penalties

In addition to other penalties, charges, sanctions or restrictions, revocations or limitations as may be provided in the Sewer Use Ordinance, a User may be fined up to two thousand dollars (\$2,000.00) for each offense. Each day on which a violation occurs or continues shall be deemed a separate and distinct offense. In case of a monthly or long-term average discharge limits, the administrative penalty may be assessed for each day during the period of violation. The Commission shall have such remedies for the collection of such assessments as

it has for collection of other service charges.

11. Ranges of Enforcement Response

The Commission will choose the response appropriate to the violation and in the context of the user's prior violations.

The Commission will consider the following criteria when determining a proper response:

1. Magnitude of the violation;
2. Duration of the violation;
3. Effect of the violation on the receiving water;
4. Effect of the violation on the POTW;
5. Compliance history of the industrial user;
6. Good faith of the industrial user.

11.1 Magnitude of the Violation

Generally, an isolated instance of noncompliance can be met with an informal response or a NOV. However, since even an isolated violation could threaten public health and the environment, damage public and private property, or threaten the integrity of the Commission's program (e.g., falsifying a self-monitoring report); EPA recommends that the Commission respond to any "significant noncompliance" with an enforceable order that requires a return to compliance by a specific deadline. EPA has defined significant noncompliance in its proposed revision to the General Pretreatment Regulations (see 53 Fed. Reg. 47650) as violations which meet one or more of the following criteria:

1. Violations of wastewater discharge limits
 - a. Chronic violations. Sixty-six percent or more of the measurements exceed the same daily maximum limit or the same average limit in a six-month period (any magnitude of exceedance).
 - b. Technical Review Criteria (TRC) violations. Thirty-three percent or more of the measurements exceed the same daily maximum limit or the same average limit by more than the TRC in a six-month period.
 - c. Any other violation(s) of effluent limit (average or daily maximum) that the Commission believes has caused alone or in combination with other discharges, interference or pass-through or endangered the health of the sewage treatment personnel or the public.
 - d. Any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment and has resulted in the Commission's exercise of its emergency authority to halt or prevent such a discharge.

2. Violations of compliance schedule milestones contained in a local control mechanism or enforcement order, for starting construction, completing construction, and attaining final compliance by 90 days or more after the schedule date.
3. Failure to provide reports for compliance schedules, self-monitoring data, or categorical standards (baseline monitoring reports, 90-day compliance reports, and periodic reports) within 30 days from the due date.
4. Failure to accurately report noncompliance.
5. Any other violation or group of violations that the Commission considers to be significant, including, without limitation, the failure to respond to a NOV for which a response was required, to comply with a Consent Order or administrative orders.

11.2 Duration of the Violation

Violations (regardless of severity) which continue over prolonged periods of time should subject the industrial user to escalated enforcement actions. For example, an effluent violation which occurs in two out of three samples over a six-month period or a report which is more than 30 days overdue is considered significant, while a report which is two days late would not be deemed significant.

The Commission's response to these situations must prevent extended periods of noncompliance from recurring. EPA recommends issuance of administrative orders for chronic violations. If the industrial user fails to comply with the administrative order, the Commission may assess administrative penalties or initiate judicial action. If the prolonged violation results in serious harm to the POTW, the Commission may also consider terminating service or obtaining a court order to halt further violations as well as to recover the costs of repairing the damage.

11.3 Effect on the Receiving Water

One of the primary objectives of the National Pretreatment Program is to prevent a "pass through" of pollutants through which enter the POTW and entering the receiving stream. Consequently, any violation which results in environmental harm should be met with a severe response. Environmental harm should be presumed whenever an industry discharges a pollutant into the sewerage system which:

- Causes a "pass through"
- Causes a violation of the POTW's NPDES permit (including water quality standards)
- Has a toxic effect on the receiving waters (i.e., fish kill).

At a minimum, responses to these circumstances may include an administrative order and an administrative fine. In addition, the response may ensure the recovery from

the noncompliant user of any NPDES fines and penalties paid by the Commission. Where authorized, the Commission may also pursue damages for the destruction or harm to local natural resources. If a user's discharge causes repeated harmful effects, the Commission may seriously consider terminating service to the user.

11.4 Effect on the POTW

Some violations may have negative impacts on the POTW itself. For example, they may result in significant increases in treatment costs, interfere or harm POTW personnel, equipment, processes, operations, or cause sludge contamination resulting in increased disposal costs. These violations may be met with an administrative fine or civil penalty and an order to correct the violation in addition to recovery of additional costs and expenses to repair the POTW. For example, when the industrial user's discharge upsets the treatment plant, damages the collection system through pipe corrosion, causes an obstruction or explosion, or causes additional expenses (e.g. to trace a spill back to its source), the POTW's response may include cost recovery, civil penalties, and a requirement to correct the condition causing the violation.

11.5 Compliance History of the User

A pattern of recurring violations (even of different program requirements) may indicate either that the user's treatment system is inadequate or that the user has taken a casual approach to operating and maintaining its treatment system. These indications will alert the Commission to the likelihood of future significant violations. Accordingly, users exhibiting recurring compliance problems may be strongly dealt with to ensure that consistent compliance is achieved. Compliance history is an important factor for deciding which of the two or three designated appropriate remedies to apply to a particular violator. For example, if the violator has a good compliance history, the Commission may decide to use the less severe option.

11.6 Good Faith of the User

The user's "good faith" in correcting its noncompliance is a factor in determining which enforcement response to invoke. "Good faith" may be defined as the user's honest intention to remedy its noncompliance coupled with actions which give support to this intention. Generally, a user's demonstrated willingness to comply may predispose the Commission to select less stringent enforcement responses. However, good faith does not eliminate the necessity of an enforcement action. For example, if the POTW experiences a treatment upset, it will recover its costs regardless of prior good faith. Good faith is typically demonstrated by cooperation and completion of corrective measures in a timely manner (although compliance with previous enforcement orders is not necessarily good faith).

Handout for Sheriff's Department Vehicles

These vehicles are available at Vic Bailey Ford in Spartanburg, SC.

2 - White 1995 pursuit patrol cars @ \$16,934.00 each =	\$33,868.00
including extra of (roof wiring \$50.00/each, power seats @ \$360.00/each)	
1 - Green 1995 pursuit patrol car @ \$16,887.00/each =	\$16,887.00
including extra of power seats @ \$360.00/each, cassette player @ \$225.00/each.	
S. C. Sales Tax	<u>900.00</u>
	\$51,655.00

1995 cars were \$15,988.00

Price paid on State Contract

1993	\$11,983.00
1994	\$13,621.00
1995	\$15,988.00
1996	Est. at \$17,500.00

1996- State Contract is in November 95 with delivery March 1996. 1995-96 budget amount \$17,780.00/ each.

Dated: July 17, 1995

- (f) Evaluation Factors The Request for Proposals shall state the evaluation factors in relative order of importance.
- (g) Award Award shall be made to the responsible offeror whose proposal is determined in writing to be most advantageous to the County taking into consideration the evaluation factors set forth in the Request for Proposals. The contract file shall contain the basis on which the award is made. An Invitation for Bids, a Request for Proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected by County Council in whole or in part as may be specified in the solicitation, when it is in the best interest of the County. The reason therefor shall be made part of the contract file.

The Informal and Formal Bid Procedures may be waived under the following conditions upon approval by the Purchasing Agent:

1. When there exists no possibility of a competitive bid, as in the case of only one known source of supply.
2. When it is to the advantage of Oconee County to acquire goods and/or services on the basis of a previously awarded bids or contracts.
3. In the case of emergency purchases as defined elsewhere in the purchasing rules and regulations.
4. When in the Purchasing Agent's judgement, and with concurrence of County Council, it is to the advantage of the County's interest to do so.
5. Notwithstanding any other section of or provision of this Ordinance, the Purchasing Agent may purchase bulk fuel by securing three or more verbal quotations, since prices on fuel fluctuate daily.

The purchasing department shall have the authority to purchase as many commodities as possible through open-end contracts. This procedure shall be accomplished through responsible jobbers, wholesalers, distributors, or manufacturers at a cost to be:

1. wholesale price or under
2. cost plus basis agreed to by both parties
3. manufacturer's published cost to government agencies

In any such contract, the county shall reserve the right to spot audit the contractor to insure that the terms of the contract are being met.

When it is advantageous to procure materials, supplies, and/or equipment through the purchasing contracts of the Purchasing Division of the State of South Carolina, said contracts may be considered as having satisfied the bidding procedures outlined above.

In general bids shall be evaluated according to the Weighted Point Plan endorsed by the National Association of Purchasing Agents as follows:

Quality-----	40 points
Price-----	35 points
Service-----	25 points

The Purchasing Agent shall have the authority to negotiate jointly with agents of any other government jurisdictions for the purpose of securing prices, bids, contracts, etc. most advantageous to the County, including Division of General Services Administration prices.

Any vendor who fails to satisfactorily meet any terms, agreements or contracts made with the County Purchasing Department may be placed on a one year Probation by the Purchasing Department, subject to the right of appeal to the County Council.

STATE OF SOUTH CAROLINA)

LEASE AGREEMENT

COUNTY OF OCONEE)

WHEREAS, the Town of Westminster, as Lessor, did enter into that Lease with Oconee County, as Lessee, for the lease of a 45.1 acre tract, more or less, by that Lease dated January 12, 1973; and

WHEREAS, the parties have agreed to extend the term of said Lease Agreement and to include certain additional tracts to the Lease and desire to reduce their agreement to writing;

NOW THEREFORE, for and in consideration of the rental hereinafter specified, and the mutual covenants and agreements contained herein, the sufficiency of which is hereby accepted and acknowledged, the parties agree as follows:

I

That the premises to be leased by the Lessor to the Lessee are described as follows:

ALL that certain piece, parcel or tract of land with all improvements and appurtenances thereon situate, lying and being in the State of South Carolina, County of Oconee, containing forty-five and one-tenth (45.1) acres, more or less, as shown and more fully delineated upon a Plat thereof by Perry B. Wilson, Jr., RLS, dated 1969, and attached hereto and incorporated herein by reference. See Plat Book P-34, Page 156.

AND ALSO: ALL that certain piece, parcel or tract of land lying and being in the State of South Carolina, County of Oconee, more or less owned by the Town of Westminster containing 27 acres, more or less and being located adjacent to that 45.1 acre tract above described.

AND ALSO: ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee, located on Chauga River, containing 3.90 acres, more or less, as shown and more fully described on a plat prepared by Perry B. Wilson, Jr., RLS, dated August 28, 1972 and recorded in Plat Book P-41, at page 818, Records of Oconee County, South Carolina, as described in Deed recorded in Deed Book 12-W, at page 341, Records of Oconee County, South Carolina.

LESS AND EXCEPTING HOWEVER, that portion of the above-described property upon which is located that pumpstation and appurtenances thereof which is a part of the water system of the Town of Westminster which shall remain under the exclusive jurisdiction and control of the Town of Westminster.

Back over to town of West. if fail to certain grants and unable to construct in reasonable time

3 Parks located at level it is ~~now~~ now

II

The term of this Lease shall be for a period of twenty-five (25) years, beginning on the _____ day of _____, 1995, and ending on the _____ day of _____, 2020, and the annual rental therefor for the lease of all of the tracts described herein shall be the sum of One Dollar (\$1.00) each year of the term herein created.

III

The Lessor, for itself, its successors and assigns, hereby covenants and agrees with the Lessee as follows, to-wit:

1) To allow the Lessee quiet and peaceful possession of the premises so long as same be not inconsistent with the terms of this Lease.

2) That it is the true and lawful owner of the premises herein leased, and that its officers and authorities who have executed these presents in its behalf have been authorized to do so by Resolution duly adopted by City Council duly and lawfully assembled to do so.

IV

The Lessee, for itself, its successors and assigns, hereby covenants and agrees with the Lessor as follows, to-wit:

1) That it will use the leased premises solely for a public park and concession and other facilities to be operated in connection therewith.

2) That it will, at its own expense, keep the premises during the term of the Lease in a clean and sightly condition.

3) That it will not assign this Lease nor sub-let the premises without the prior written consent of the Lessor.

4) That it will protect and save harmless the Lessor from any and all claims arising out of the conduct, management, operation, work or thing done in or about the leased premises or any building, structure or equipment thereon during the term of the Lease, or arising from any act or failure to act by the Lessee or its agents, contractors or employees, or arising from any accident, injury or damage whatsoever, however caused, to any person or persons, or the property of any person, persons, corporations or entity, and from or against all costs, attorney fees, expenses, liabilities, and damages incurred in or about such claim or action or proceeding brought thereon. PROVIDED, HOWEVER, that it is mutually understood and agreed that the Lessor, its successors and assigns, shall be responsible for that portion of the 3.90 acre tract described

herein upon which is located that pumpstation and appurtenances thereof which is a part of the water system of the Town of Westminster and that such portion of said tract shall remain under the exclusive jurisdiction and control of the Lessor, its successors and assigns, and the Lessee, its successors and assigns shall have no responsibility for maintenance, enforcement, or upkeep for such excluded portion of the premises or for the maintenance or upkeep of the access road and structures or bridges or portions of such road leading from the pumpstation to and from the County Road known as Chau Ram Park Road, and the Lessor shall protect and save harmless the Lessee from any and all claims arising out of the conduct, management, operation, work or thing done in or about the leased premises or any building, structure or equipment thereon during the term of the Lease, or arising from any act or failure to act by the Lessor or its agents, contractors or employees, or arising from any accident, injury or damage whatsoever, however caused, to any person or persons, or the property of any person, persons, corporations or entity, and from or against all costs, attorney fees, expenses, liabilities, and damages incurred in or about such claim or action or proceeding brought thereon with respect to such excluded premises and roadway.

V

The parties hereto mutually covenant and agree, each with the other, as follows, to-wit:

1) All timber located upon the leased premises shall be left standing with the exception of such timber as it is necessary to remove for routine maintenance, roadways or trail clearing or for recreational uses and that there shall not be clear cutting of timber upon the leased premises without the prior written consent of the Lessor.

2) That the terms and conditions hereof shall be binding upon themselves, their successors and assigns, during the term herein created.

3) As an additional consideration for this Agreement, it is mutually understood and agreed that the Town of Westminster, its departments and agencies shall have use of the facilities located upon without cost for functions sponsored by such Departments or agencies. *Such use shall be scheduled thru FRT office*

4) Each party hereby acknowledges receipt of one copy of this instrument, each of which have been executed, and shall be and constitute an original.

TO ALL OF WHICH, the parties have hereon agreed, and in witness whereof, have caused these presents to be executed by their officers and agents authorized to do so, and their corporate Seals to affixed hereto.

TOWN OF WESTMINSTER

BY: _____

TITLE: _____
ITS DULY AUTHORIZED OFFICER

ATTEST: _____

TITLE: _____
ITS DULY AUTHORIZED OFFICER

COMMISSION OF PUBLIC WORKS
FOR THE TOWN OF WESTMINSTER

BY: _____

TITLE: _____
ITS DULY AUTHORIZED OFFICER

ATTEST: _____

TITLE: _____
ITS DULY AUTHORIZED OFFICER

OCONEE COUNTY, SOUTH CAROLINA

BY: _____

NORMAN D. CRAIN
ITS SUPERVISOR-CHAIRMAN AND
DULY AUTHORIZED OFFICER

ATTEST: _____

OPAL O. GREEN
COUNCIL CLERK



OCONEE COUNTY PARKS, RECREATION & TOURISM

P.O. BOX 188 WALHALLA, SC 29691 (803) 638-4212

DATE: June 28, 1995

TO: Mr. Norman Crain, Supervisor/Chairman
Oconee County Council Members

SUBJECT: Lease for Chau Ram Park and Additions

Oconee County presently has the wonderful opportunity to extend the lease on Chau Ram Park and at the same time add two additional tracts. At present, the park has a total of 45.1 acres. We are proposing to add a 3.9 acre tract and a 27 acre tract that also belongs to the City of Westminster/Public Works Commission (who are very agreeable to adding this property to our lease).

The purpose of this would be to:

- Gain control of an area that has given problems due to our inability to enforce any rules or regulations on its users (3.9 acre tract).
- Add additional acreage on the river corridor to provide for the addition of hiking/mountain bicycle trails (27 acre tract).
- Extend our lease which runs out in 1997 and allow for grant procurement and expenditure. The proposed uses of the area would not create a burden on existing personnel due to their being passive-maintenance recreational activities (i.e. no large amount of trash produced, no restrooms to clean, etc.).

This is a great opportunity and is in keeping with the South Carolina Outdoor Recreation Plan whose findings indicated an extreme need for trails in the state.

Another part of this request is to allow for expenditure of funds for the pedestrian bridge over the Chauga River. We currently have the following amounts either awarded or verbally agreed upon:

- \$25,000.00 from the South Carolina Recreational Trails Fund (largest award in the state!) (No match required.)
- \$15,000.00 from County Fish and Game Fund (\$10,000.00 match required).
- \$10,000.00 from ATAX. (No match required.)
- \$2,500.00 PRT Grant Match. (In current budget).

Page 2

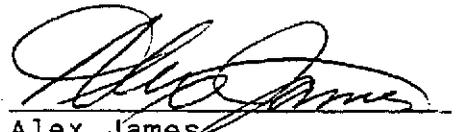
The estimate for the bridge is approximately \$60,000.00, leaving us \$7,500.00 short. We are requesting this \$7,500.00 from contingency as it is only 12.5% of the total cost for the bridge project and the County Delegation now requires a match for all grants under their control.

This project has the potential to turn Chau Ram into a destination park instead of just an overnight stay. Walking/Hiking/Bicycling has some of the largest user groups of any recreational activity in South Carolina. This would allow us to help meet this demand at little cost to the county.

Thank you,



Edd Mize,
Chairman
Oconee County PRT



Alex James
Director
Oconee County PRT

CC: PRT Commission Members
Westminster Public Works Commission
Tim Cain, County Attorney

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

ORDINANCE NO. 95-5

AN ORDINANCE TO REPEAL ORDINANCE 75-5 AND TO CREATE THE OCONEE COUNTY BOARD OF DISABILITIES AND SPECIAL NEEDS; TO PROVIDE FOR ITS MEMBERSHIP, FUNCTIONS, RESPONSIBILITIES, AND DUTIES; TO PROVIDE THE METHOD OF APPOINTMENT OF ITS MEMBERSHIP; TO REQUIRE INSURANCE COVERAGE FOR EMPLOYEES AND BOARD MEMBERS; TO ESTABLISH THE SEPARABILITY AND SEVERABILITY OF THIS ORDINANCE; AND TO ESTABLISH THE EFFECTIVE DATE OF THIS ORDINANCE; AND OTHER MATTERS RELATING THERETO.

By Oconee County Council in Session duly assembled and with a quorum present and voting.

BE IT ORDAINED:

WHEREAS, Ordinance No. 75-5 created THE OCONEE COUNTY MENTAL RETARDATION BOARD and set forth the name, function, powers and duties of said Board; and

WHEREAS, the "South Carolina Mental Retardation and Related Disabilities Act" has been repealed. The governing authority is now called the "South Carolina Mental Retardation, Related Disabilities, Head Injuries, and Spinal Cord Injuries Act";

WHEREAS, the governing body of Oconee County in an effort to comply with the "South Carolina Mental Retardation, Related Disabilities, Head Injuries and Spinal Cord Injuries Act" has determined that it is necessary to Repeal Ordinance 75-5 and to create the Oconee County Board of Disabilities and Special Needs and to define the functions, responsibilities and duties of the Board.

NOW, THEREFORE, BE IT ORDAINED, THAT ORDINANCE NO. 75-5 IS HEREBY AMENDED TO PROVIDE AS FOLLOWS:

SECTION 1. AUTHORITY. This Ordinance, 95-5 is adopted pursuant to the authority given to the Oconee County Council by South Carolina Code Ann. Section 44-20-375 (Supp. 1993).

SECTION 2. BOARD. Oconee County Ordinance 75-5, which created The Oconee County Mental Retardation Board is hereby repealed. There is hereby created the Oconee County Disabilities and Special Needs Board with powers, duties, responsibilities, and functions as set forth herein.

SECTION 3. PURPOSE. It is the purpose of the Oconee County

Disabilities and Special Needs Board to develop, provide, coordinate, improve and operate community based programs serving persons with mental retardation or other related disabilities, autism, head injuries, spinal cord injuries or similar disabilities with a view toward developing their respective mental, physical and social capacities to the fullest practical extent and to live normal, useful and productive lives as possible.

SECTION 4. MEMBERSHIP. The Board shall be composed of seven (7) resident electors. The Board shall be appointed by the Governor of the State of South Carolina upon recommendation of the County Legislative Delegation.

The terms of the member shall be for four (4) years until their successors are appointed and qualify. Vacancies shall be filled for any unexpired terms in the same manner as original appointments. Any member may be removed by the appointing authority for neglect of duty, misconduct or malfeasance in office or missing (3) consecutive meetings after being given a written statement of reasons and an opportunity to be heard.

SECTION 5. DUTIES. Subject to the provisions of applicable state laws, the Board shall:

A. Be the administrative, planning, coordinating, evaluative and service delivery body for county disabilities and special needs services funded in whole or in part by state appropriations to the South Carolina Department of Disabilities and Special Needs or funded from the other sources under the control of said agency. The Board shall have the authority to incur debt only insofar as that debt is payable from contract, grant or other revenues and is not the debt of the State of South Carolina or its other political subdivisions, to include Oconee County and any such debt or obligation shall not constitute a charge upon or obligate the general credit or taxing authority thereof. The Board may purchase, hold and mortgage real property and erect and maintain buildings. Any such debt to be paid in whole or in part from contract, grant or other revenues provided by the State shall be first approved by the South Carolina Department of Disabilities and Special Needs. PROVIDED, FURTHER, that the Board shall have no authority to enter into any contract binding upon Oconee County and such authority shall remain vested with the supervisor and Oconee County Council and is not delegated to this Board without specific authority and appropriation of funds.

B. Submit an annual plan and projected budget to the South Carolina Department of Disabilities and Special Needs for approval and consideration of funding.

C. Review and evaluate, on at least an annual basis, county disabilities and special needs services provided pursuant to this ordinance and report its finding and recommendations to the South Carolina Department of Disabilities and Special Needs and Oconee County Council.

D. Promote and accept local financial support for the Oconee County program from funding sources, such as businesses, individuals, industrial and private foundations, voluntary agencies, governmental and other lawful sources and promote public support from municipal and county sources.

E. Employ personnel and expend its budget for the direct delivery of services or contract those service vendors necessary to carry out county mental retardation, related disabilities, head injuries, spinal cord injuries and autism service programs, which shall meet those specifications prescribed by the South Carolina Department of Disabilities and Special Needs.

F. Plan, arrange and implement working agreements and contracts with other human service agencies, both public and private, and with educational and judicial agencies.

G. Provide the South Carolina Department of Disabilities and Special Needs and Oconee County Council such records, reports and access to its sponsored services as the South Carolina Department of Disabilities and Special Needs and Oconee County Council may require, and submit its sponsored services and facilities to licensing requirements of the South Carolina Department of Disabilities and Special Needs or the licensing requirements of other state or local agencies having such legal authority.

H. Represent the best interest of persons with mental retardation, related disabilities, head injuries or spinal cord injuries to the public, public officials and other public or private organizations.

SECTION 6. MEETINGS AND REQUIREMENTS. The Board shall open all regular meetings to the general public. No fewer than four (4) meetings per year shall be held. Special meetings may be called, with reasonable notice given to other members.

SECTION 7. SEVERABILITY. Should any section of this ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION 8. INSURANCE. The Board will maintain at all times, workers compensation insurance on its employees and a policy of liability insurance in the amount of \$1,000,000 covering all employees and board members. The premiums for this coverage shall be the responsibility of the Board. Oconee County shall be listed as an insured under the policy of liability insurance. The Board shall furnish a copy of the current insurance policies to the Oconee County Council and will keep current copies of the policies on file at all times.

SECTION 9. EFFECTIVE DATE. This Ordinance shall become effective upon third and final reading and passage by the Oconee County Council.

Ratified and adopted on first reading this _____ day of _____, 1994, by a vote of _____ Yes, _____ No.

Opal O. Green, Council Clerk

Ratified and Adopted on second reading this _____ day of _____, 1994 by a vote of _____ Yes, _____ No.

Opal O. Green, Council Clerk

Ratified and on third and final reading this _____ day of _____, 1994, by a vote of _____ Yes, _____ No.

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green, Council Clerk



Department of Juvenile Justice

Juvenile Detention Center
5000 Broad River Road
Columbia, SC 29210
803-896-9440 Telephone Number
803-896-9436 Fax Number

Flora Brooks Boyd
Director

June 15, 1995

Mr. Norman D. Crain
Supervisor/Chairman
Oconee County
208 Booker Drive
Walhalla, SC 29691

Dear Mr. Crain:

Please find enclosed an amended "Memorandum of Agreement", for the fiscal year 1995/1996. The changes made to this Agreement have been made due to the changes made by the Legislature in Section 70 of the Crime Bill. As you may know the Legislature, effective January 12, 1995, made the local governmental entity which oversees "the law enforcement agency having original jurisdiction where the offense occurred" ultimately responsible for paying for the cost of DJJ's detention services.

This Agreement between DJJ and "local governmental bodies" reflects this change. As always, this Agreement will not cost the local government entities anything unless they have the need for secure detention of a juvenile, while awaiting trial.

Thank you for your cooperation and patience in this matter. If I can be of further assistance, please call me at 896-9440.

Sincerely,

A handwritten signature in cursive script that reads "Aaron B. McCorkle".

Aaron B. McCorkle
Detention Center Director

ABMcC/djd

Enclosure

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 1995, by and between the S.C. Department of Juvenile Justice (DJJ) by and through its duly authorized employee and the governing body of Oconee County, hereinafter referred to as Oconee County, by and through its duly authorized official and/or employee;

WHEREAS, the Juvenile Detention Act of 1990, in compliance with the Juvenile Justice and Delinquency Prevention Act of 1974, mandates, in effect, that juveniles who are held in secure detention be confined in separate and distinct facilities from adults similarly confined; and

WHEREAS, Oconee County does not operate or manage its own secure detention facility for juveniles, or otherwise have such a facility available for the secure detention of juveniles charged with a criminal offense from said local governmental entity; and

WHEREAS, the S.C. Department of Juvenile Justice, as the juvenile justice agency for the State of South Carolina, is generally responsible for most other functions of this State's juvenile justice system and for providing most of the other services this State chooses to provide to youth charged or adjudicated delinquent for having committed criminal violations of South Carolina law; and

WHEREAS, DJJ maintains and operates a secure detention facility for the detention of juveniles ordered detained in secure custody pending their adjudicatory and/or dispositional hearings in the Family Court, which has passed all necessary state inspections, and is a suitable facility for the secure detention of juveniles;

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. DJJ will accept in its Juvenile Detention Center those juveniles who are ordered to be detained by the Family Court in _____, juveniles ordered detained by law enforcement and who have been screened for detention by a DJJ Screening Agency, as well as those individuals who are 16 years old and charged with committing Category A-D felonies, and all juveniles who are pending waiver or who have been waived to the Court of General Sessions to be tried as adults. Acceptance will be on a space available basis and will be in accordance with admission criteria as established by the DJJ screening policy.
2. Oconee County agrees to assign an open Purchase Order Number _____, to be effective for fiscal year 1995/1996 for billing purposes, from _____, 1995 to _____, 1996.

MEMORANDUM OF AGREEMENT
PAGE TWO

3. The governing body of the law enforcement agency having original jurisdiction where the offense occurred" (based upon changes made, effective January 12, 1995, to Section 20-7-3230(4) by the Crime Bill) is ultimately responsible for payment of the per diem fee of \$110.00 per 24-hour day, (less than 24 hours at a rate of \$4.59 an hour) for those juveniles they place at the DJJ Juvenile Detention Center from Oconee County. Payments to DJJ are to be made by Oconee County on a monthly basis to DJJ as the cost accrues.

In addition to the per diem rate set forth above, "the governing body of the law enforcement agency having original jurisdiction where the offense occurred" in Oconee County agrees to pay for all required emergency medical (including psychological and psychiatric evaluations) and dental care and treatment (excluding routine care and preventive treatment) for those juveniles placed in the DJJ Juvenile Detention Center from Oconee County.

4. DJJ agrees to bill Oconee County for the expenses enumerated herein on a monthly basis; said bills to be sent to Oconee County on or before the 15th day of the month immediately after the costs are incurred, with payment to be made on or before the first (1st) day of the following month.
5. The "local law enforcement agency having jurisdiction where the offense was committed" shall be responsible for transporting all juveniles to and from the DJJ Juvenile Detention Center.
6. In accordance with Act #571 of 1990, relating to Juvenile Detention and consistent with the criteria outlined in DJJ Community Services Policies and Procedures (24-Hour Detention/Release; Policy Number 2.09), no juvenile shall be placed in and/or transported to, a DJJ detention facility unless and/or until a law enforcement officer, after being advised by a DJJ employee/screening agent, or Family Court Judge or other judicial official, has determined that placement in secure detention is appropriate and, through contact with the facility, after determining that bed space is available and sufficient staffing available to accommodate the juvenile to be detained.
7. Oconee County shall provide the DJJ Juvenile Detention Center with all relevant information pertaining to the juvenile, including medical history/limitations/pre-existing conditions, known psychological or psychiatric problems, charges pending before the court, screening or detention form, etc.

MEMORANDUM OF AGREEMENT
PAGE THREE

8. The DJJ Juvenile Detention Center shall have the right to refuse admission when a juvenile is presented for placement without an appropriate detention order signed by the Court or detention referral papers, completed and signed by a DJJ employee or screening agent. DJJ's Juvenile Detention Center shall also have the right to refuse admission when a juvenile is deemed inappropriate by the Center for placement due to psychological/psychiatric problems, age, history, not meeting referral/admissions criteria, or indication of alcohol or other drug intoxication, etc.
9. Either party may cancel this Agreement upon thirty (30) days written notice.
10. Sums paid or payable under this contract shall not exceed \$_____ for fiscal year 1994-1995. However, if juveniles continue to be presented for secure detention from Oconee County, once this budgeted amount has been reached, Oconee County agrees to pay for the per diem costs of their detention as provided for in paragraph 3.

APPROVED:

Administrator
(or other Authorized Official)

Department of Juvenile Justice

Date

Date



south carolina department of corrections

P.O. BOX 21787/4444 BROAD RIVER ROAD/COLUMBIA, SOUTH CAROLINA 29221-1787
TELEPHONE (803) 896-8555
PARKER EVATT, Director

February 21, 1995

Mr. Norman D. Crain, Chairman
Oconee County Council
208 Booker Drive
Walhalla, South Carolina 29691

Dear Mr. Crain:

At your request, our office has performed a staffing analysis for the Oconee County Law Enforcement Center. This evaluation was based both on information furnished by facility personnel and our own on-site observations and knowledge of functions required.

A conservative relief factor of five (5) was used to determine the required coverage for those posts which necessitate seven (7) days a week, twenty-four (24) hours a day operation.

It should be noted that the analysis does not include staffing for supervising outside inmate work details nor full or part-time staff to provide required medical screening or the routine daily sick call. The analysis also does not address supervisory positions or rank for shift management.

In order to have some appreciation or realization of the volume of traffic through the jail, we feel obligated to point out that during the last six (6) months (August 94 - January 95), two thousand eight hundred and ninety-one (2,891) bookings (new prisoners booked into the jail) were processed and two thousand eight hundred and eight (2,808) releases were processed.

This volume of transactions (bookings and releases) represents five thousand six hundred and ninety-nine (5,699) major transactions in the jail during this six (6) month period. If this six (6) month period is representative, during a year the facility should have processed five thousand seven hundred and eighty-two (5,782) new bookings and five thousand six hundred and sixteen (5,616) releases, for a total of eleven thousand three hundred ninety-eight (11,398) transactions.

We were glad to provide this technical assistance for you, and I enjoyed meeting with you and the other members of Oconee County Council. If further information or clarification is needed, please let me know.

Sincerely,

Blake E. Taylor, Jr., Division Director
Inspections, Safety, and Inmate Affairs

BETjr/dhs

cc: Mr. Bobby E. Busch, Sr., Center Director

Attachment

OCONEE COUNTY LAW ENFORCEMENT CENTER

STAFFING ANALYSIS

FEBRUARY 16, 1995

Administration

Director 1
Secretary 1

Support

Food Service Supervisors 2
Transportation/Training 1

<u>Security</u>	<u>Days</u>	<u>Hours</u>	<u># of Posts</u>	<u>Staff Required</u>
Control Room	7	8	2	3.32
Control Room	7	16	1	3.33
Booking/Female Cellblock/ Holding Cells/Shakedown	7	24	1	5.00
Cellblocks/Dorms	7	24	1	5.00
Visiting/Exercise/Shakedown	7	8	1	<u>1.66</u>
				18.31

OCONEE LAW ENFORCEMENT CENTER

208 BOOKER DRIVE
WALHALLA, SC 29691

February 15, 1995

Director
Bobby E. Busch

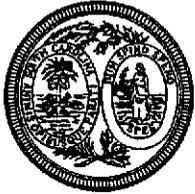
TO THE OCONEE COUNTY COUNCIL

- *1. 10-074-00150-07419 EMPLOYEE: As requested by County Council, on February 15, 1995, the South Carolina Department of Corrections dispatched Mr. Glen Davis to conduct a staffing analysis for the Detention Center. This site visit included a complete review of the jail and prison operation. The analysis calls for the following staffing structure:

<u>ADMINISTRATIVE</u>	<u>PRESENT</u>	<u>ADDITIONAL POSITIONS</u>
Director	1	0
Secretary	1	0
<u>SECURITY POSITIONS</u>		
Food Service	1	1
Transportation	1	0
Correctional Officer		
First Shift	6	0
Second Shift	5	1
Third Shift	5	1

The report calls for three additional positions. One Correctional Officer position already exists and is presently vacant due to the numerous resignations we have recently experienced. The additional Food Service position is based on having a supervisor on duty during the entire food service operation (4:00 a.m. to approximately 7:30 p.m. seven days a week.) The Director believes the present food service procedure can continue as is. This request is for one additional Correctional Officer position. The South Carolina Department of Corrections has offered, if requested, to formally present this staffing analysis to Council.

TELEPHONE
638-4105



South Carolina Department of Corrections

P.O. BOX 21787/4444 BROAD RIVER ROAD/COLUMBIA, SOUTH CAROLINA 29221-1787
TELEPHONE (803) 896-8555
MICHAEL W. MOORE, Director

June 26, 1995

Mr. Norman D. Crain, Chairman
Oconee County Council
208 Booker Drive
Walhalla, South Carolina 29691

Reference: Oconee County Law
Enforcement Center
Inspector: Dewey E. Michelin

Dear Mr. Crain:

Enclosed please find a copy of the results of an inspection conducted of the above-referenced facility by an Inspector of this Division, and a copy of the Food Service Inspection Report, in accordance with South Carolina Code of Laws, Section 24-9-10 et seq. (1976). The purpose of this letter is to provide you with information in order that you may take necessary action to meet the Minimum Standards for Local Detention Facilities in South Carolina.

Please complete the enclosed Corrective Action Report indicating the actions taken to overcome those deficiencies noted on the Facility Inspection Report and the Food Service Inspection Report and, when it is received, on the Fire/Safety Inspection Report. Return responses on all three (3) to us by September 25, 1995. A reinspection of your facility may be made at the end of ninety (90) days to ascertain the progress made to achieve compliance with the Minimum Standards and with Fire/Life Safety requirements.

If you have any questions concerning this report, or if we may be of further assistance, please feel free to call me at 896-8506.

Sincerely,

A handwritten signature in black ink that reads "Blake E. Taylor, Jr." with a stylized flourish at the end.

Blake E. Taylor, Jr. Division Director
Inspections, Safety, and Inmate Affairs

BET:dmg

Enclosure(s)

cc: See Distribution List attached.

DISTRIBUTION LIST

The Honorable William Howard Ballenger, Judge of the Tenth Circuit

The Honorable Tom J. Ervin, Judge of the Tenth Circuit

Senator Tom Alexander

Representative Bradley D. Cain

Representative Cebron Daniel Chamblee

Representative William E. Sandifer

Mr. Bobby E. Busch, Sr., Director

**SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
DIVISION OF INSPECTIONS, SAFETY, AND INMATE AFFAIRS
JAIL INSPECTION REPORT**

County: Oconee Facility: County Law Enforcement Center
 Street Address: 300 S. Church St., Walhalla, S.C. 29691 Telephone: 638-4105
 Type I II III IV X V VI VII Juv Hold No Designated Fac Yes Fed Contract No
 Responsible Official: Mr. Norman D. Crain Title: Supervisor
 Administrator/Director Mr. Bobby E. Busch, Sr., Director
 Governing Body: County Council Chairperson: Mr. Norman D. Crain
 Date of Last Inspection: May 11, 1994 Year Built: 1978 Last Year Remodeled: 1981

	Adult		Juvenile		
	M	F	M	F	
Rated Capacity:	<u>95</u>	<u>9</u>	<u> </u>	<u> </u>	<u>104</u> (Total Rated Capacity)
Avg Daily Pop (past 3 mos):	<u>53</u>	<u>7</u>	<u> </u>	<u> </u>	<u>60</u> (Total Avg Daily Pop)
High Count (past 12 mos):	<u>61</u>	<u>8</u>	<u> </u>	<u> </u>	Facility High Count <u>69</u>

I. - Security/Custodial Staff

(includes shift supervisors - excludes senior/chief security officers)

#Corr Officers	1st Shift	2nd Shift	3rd Shift	Swing	Sub Total	Total
Full-Time Male	<u>3</u>	<u>4</u>	<u>3</u>	<u> </u>	<u>10</u>	FT <u>17</u>
Full-time Female	<u>3</u>	<u>2</u>	<u>2</u>	<u> </u>	<u>7</u>	PT <u> </u>
Part-time Male	<u> </u>	= <u>17</u>				
Part-time Female	<u> </u>					

II. - Administrative Staff (denote number and part-time (PT) or full-time (FT))

Administration	Support	Treatment	Program	Total
Director <u>1 FT</u>	Maint <u> </u>	Doctor <u>Contract</u>	Education <u> </u>	FT <u>4</u>
AsstDir <u> </u>	FoodServ <u>1 FT</u>	RN <u> </u>	Class <u> </u>	PT <u> </u>
Sen/Chief <u> </u>	Prop/Supply <u> </u>	LPN <u> </u>	Recreation <u> </u>	= <u>4</u>
Clerical <u>1 FT</u>	Other <u> </u>	SocWork <u> </u>	Other <u> </u>	
Other <u>1 FT</u>				

Total full-time (I & II) 21 Total part-time (I & II) Grand Total(I & II) 21

 This facility was found in compliance with Standards.
X This facility was found in non-compliance with Standards below:

1031(a) and 2095

ATTACHMENTS:

X Rated Capacity Sheet to follow Fire Inspection
X Narrative Report X DHEC Inspection

Inspected by: Dewey E. Michelin Inspection Date: May 11, 1995
 Reviewed by: Allen D. ... Chief, Inspections Branch
 Reviewed by: State E. ... Director, Division of Inspections, Safety, & Inmate Affairs

REC

NARRATIVE REPORT

OCONEE COUNTY LAW ENFORCEMENT CENTER

May 11, 1995

On May 11, 1995, the annual inspection of this facility was conducted with the following violations noted:

1031 - Number of Personnel: (a) Each facility shall have sufficient personnel to provide twenty-four (24) hour supervision and processing of inmates, to arrange full coverage of all designated security posts, and to accomplish support functions. There shall, at all times, be at least one (1) Custodial Officer on duty, fully dressed, awake and alert, who shall be immediately available and accessible to inmates.

On February 15, 1995, a staffing analysis was conducted at this facility. It requires the security staff to be eighteen and one-half (18-1/2) persons. It also requires the hiring of an additional Food Service Supervisor.

2095 - Menus and Food Preparation: Menus shall be planned in advance and approved by the facility administrator. Meals prepared and served at the facility shall always be under the supervision of an employee. If meals are to be purchased from the local economy, an employee should be responsible for their distribution.

This facility does have its menu both planned and approved by the facility administrator. However, on the day of this inspection, the lunch meal was not being prepared under the supervision of an employee. Obviously, this further underscores the need for an additional Food Service Supervisor.

Harris Farms and Construction Company

John R. Harris

10 Deer Creek Lane
Fair Play, South Carolina 29643

303-253-2316

John R. Harris
John R. Harris
John R. Harris
John R. Harris

OCONEE COUNTY BID TABULATION

BID FOR: Cover Dirt for Seneca Landfill

DATE: June 29, 1994

BID NO: 93-58

LOCATION: Walhalla, SC

TIME: 2:00 p.m.

BIDDERS	McKee, Inc.	Harris Farms & Const.	Thrift Brothers, Inc.	DNH Grading, Inc.	
Base Bid - per cubic yard (Based on 30,000 - 40,000 cubic yards)	\$3.80/per cu. yd.	\$2.17/per cu. yd.	\$2.40/per cu. yd.	\$2.50/per cu. yd.	
<i>35,000</i>	<i>133,000</i>	<i>75,950</i>	<i>84,000</i>	<i>87,500</i>	
			<i>10.6% higher</i>		

ATTENDING OPENING: Alex James - PRT; Marianne Dillard, Jenny Peay - Purchasing; Gary Thrift - Thrift Bros.; Jewel Foster

OCONEE COUNTY BID TABULATION

BID FOR: Auditing DATE: July 13, 1995

BID NO: 94-44 LOCATION: Walhalla, S. C. TIME: 2:00 p.m.

BIDDERS	Byerley & Payne & Kirk Messick	Stancil & Cooley	Freeman -Stutsman	Freeman - Stutsman	
Base Bid 1995-96 for complete audit	24,750.00	32,000.00	27,250.00		
Est. number of hours	800-900	800	780		
Hourly rate extra work	35.00/hr.	35.78/hr.	35.00/hr		
Cost of Performance Bond	at county expense <i>approx \$50</i>	included	included		
Alternate: FY 95-96	24,750.00	27,768.00	27,250.00		
FY 96-97	25,245.00	29,459.00	28,050.00		
FY 97-98	25,750.00	31,263.00	28,900.00		
Total of alternate	<u>\$75,745.00</u>	<u>\$88,490.00</u>	<u>\$84,200.00</u>		
Acct. Policy & Proced. Manual prep.-Phase 1	\$40.00/hr.-\$17.00 clerk	no bid	7,600.00		
Assessment & Recommend Report - Phase 2	\$40.00/hr.-\$17.00 clerk	no bid	1,600.00	Audit Financial statement only	
Total - Acct. Manual			\$9,200.00	\$18,500.00	
				approx. 530 hrs.	
				*refer to schedule attached	

ATTENDING OPENING: Mark Payne, Kirk Messick - Bylerly & Payne, Kirk Messick
Ned Hunnicutt, Jenny Peay, Ann Albertson - Oconee County

Gary Freeman - Freeman & Stutsman

PROPOSAL TO SERVE
AS INDEPENDENT AUDITORS

FOR

OCONEE COUNTY
WALHALLA, SOUTH CAROLINA

FISCAL YEAR ENDING JUNE 30, 1996

ALTERNATE PROPOSAL FOR YEARS ENDING JUNE 30, 1996, 1997, AND 1998

BY

freeman ~ stutsman associates, LLP
CERTIFIED PUBLIC ACCOUNTANTS

A LIMITED LIABILITY PARTNERSHIP ORGANIZED AND EXISTING UNDER

THE LAWS OF THE STATE OF SOUTH CAROLINA

POST OFFICE BOX 307

SENECA, SOUTH CAROLINA 29679-0307

(803) 888-0608

CONTACT PARTNER - GARRELL H. FREEMAN, JR.

JULY 13, 1995

Excerpted from page 5 of Request for Proposal (RFP) "Sealed Bid #94-44"

Listed below is an outline of the pricing format which was requested to be included in our proposal, which covers the audit, the procedure manual, and the assessment report:

NOTE: Figures below should be considered with accompanying explanation at pp. 15 et seq of the "Proposal to Serve As Independent Auditors for Oconee County".

Base bid- Fiscal year 1995-96 only is computed as follows:

	<u>Dollars</u>	<u>Hours</u>
Proposed fee if only an audit is performed on Financial Statements prepared by County personnel as stated in the RFP	\$ 18,500.	530.0
Additional charges (can be considered individually) for services traditionally performed by auditors for the County:		
Accounting services to adjust general ledger	\$ 1,400.	40.0
Preparation of Trial Balance for certain funds	2,450.	70.0
Preparation of Financial Statements and Notes	2,450.	70.0
Retrieval and Compilation of Source Documents for Examination and testing	<u>2,450.</u>	<u>70.0</u>
Total Additional charges to perform same services as 1993-1995	<u>8,750.</u>	<u>250.0</u>
Total Base bid Fiscal year 1995-96 for all services listed above	<u>\$ 27,250.</u>	
Total estimated number of hours		<u>780.0</u>
Alternate Bid - Fiscal year 1995-96	<u>\$ 27,250.</u>	
- Fiscal year 1996-97	<u>\$ 28,050.</u>	
- Fiscal year 1997-98	<u>\$ 28,900.</u>	
Cost of Performance Bond if not included in above price	<u>N/A</u>	
Hourly Rate for Extra Work *- 80% of standard rate fee	<u>\$ 35. (Average)*</u>	
Accounting policy and procedure manual preparation - Phase I	<u>\$ 7,600.</u>	
Assessment and recommendations report- Phase II	<u>\$ 1,600.</u>	

Project Personnel and Qualification

Garrell H. Freeman, Jr., CPA

Garry is an experienced accountant, auditor and accounting information systems consultant. He has a unique perspective of accounting systems of the County. As a partner with Brigman Holcomb Weeks & Co., P.A. he has been the Principal charged with responsibility of the County's last two audit engagements. Garry also has experience in the preparation of similar client documents and extensive experience in accounting systems and EDP applications consulting for a very diverse clientele in both the public and private sectors. He holds a BS degree from Presbyterian College.

Frederick C. Stutsman, CPA

Fred has an extensive theoretical and practical background in management, systems analysis, accounting and auditing, and holds BS (Math), MBA and MPA (Master of Professional Accounting) degrees. He is a member of Beta Gamma Sigma and Phi Kappa Phi honor societies. Formerly an active duty Colonel with the United States Air Force, Fred is a seasoned staff director who led a 40 person studies and analysis team and was responsible for operational policy and scheduling for over 800 aircraft and associated personnel at ten locations in his last two assignment before leaving the Air Force. He was an active member of the audit team during the most recent audit of the County.

R. Stephen Crapps

Stephen is exceptionally well prepared to assist in this engagement, as he has fund accounting, systems analysis, implementation and training experience, and a truly experience-based knowledge of systems which work. It is expected that he will bring to bear all of his skills in systems design, critical evaluation, and efficiency-minded implementation and training support to assist the team in providing an outstanding product.

Please see detailed firm and individual resumes in audit proposal.

Proposed Fee

Phase 1: "Accounting Policy and Procedure Manual" preparation \$ 7,600.

Additional -Phase 2: Assessment and Recommendations Report 1,600.

Total if both Phase 1 and Phase 2 services desired \$ 9,200.

COMPENSATION SCHEDULE

We propose to provide the basic audit services required by the County for the year ended June 30, 1996 for 80% of our standard billing rates, not to exceed a total of \$18,500. This fee would include only the audit of the financial statements which would be prepared by personnel of the County. The fee also contemplates that approximately two weeks of data compilation would be performed by various County employees. We would expect that no single employee would be asked to perform more than one day of additional work during the year to compile this data.

If the County wishes for our firm to provide all of the additional non-audit services which have been provided by the auditors in each of the preceding three years, we would propose to bill the County at 80% of our standard billing rates. We would guarantee a maximum billing of \$27,300 under such an arrangement.

We encourage Council to review the attached "Summary Budget by Hours" which we have prepared to enable an informed exchange to be entered in order to reach a negotiated fee arrangement which will provide for a mix of service and fee which will result in the greatest value to the County.

We would agree to increase the scheduled fee for service by only 3% per year for the years ended June 30, 1997 and June 30, 1998 for any fee/ service level negotiated assuming that the level of service remained constant. In the event of an increase or decrease in service we would base change orders on the 80% column of the budget schedule.

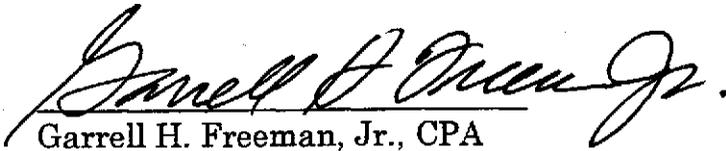
We will render an invoice for 70% of the negotiated fee upon completion of the field work, and an invoice for the remainder of the fee when the reports are delivered to the County supervisor. All invoices are due within 30 days of invoice date.

Any circumstances arising not covered by this proposal would require additional compensation and billing arrangements. However, no work of this type would be started until authorized by proper County officials and the fee for that work will be agreed upon at that time. Generally, new projects or a significant increase in the scope of existing activities would be considered to be extra work. Our hope is that the County will also elect to utilize our firm on a regular basis when entering into new or complex transactions, taking action on financial matters and at other times involve our firm much as other professionals are currently involved in significant areas where professional expertise is advantageous to the County.

During the past three years the auditing firm has infrequently been utilized in such a manner. It is our belief that the changing economic, technological and business environment will provide unique opportunities for the engaged accounting firm to be of great assistance in many areas. It has been our experience that we can affect cost conservation and organizational efficiency to a much greater degree when we are regularly involved in the consideration of significant issues, and may thereby become much more than a costly overhead expenditure.

We understand that, if we are selected, we will be required to submit a performance bond in the full amount of the contract. Also, we agree to payment of \$100 per day of liquidated damages should we fail to meet the October 31, 1996 deadline for report delivery, unless the failure is due to the County not providing the necessary information needed to complete the audit.

We look forward to the future of Oconee County and sincerely hope to be an integral part of Council's efforts to provide for continued growth and prosperity. We thank you for the opportunity which you have afforded us to be of service to the County in the past, and for the opportunity to propose once again.



Garrell H. Freeman, Jr., CPA
Partner

Excerpted from page 5 of Request for Proposal (RFP) "Sealed Bid #94-44"

Listed below is an outline of the pricing format which was requested to be included in our proposal, which covers the audit, the procedure manual, and the assessment report:

NOTE: Figures below should be considered with accompanying explanation at pp. 15 et seq of the "Proposal to Serve As Independent Auditors for Oconee County".

Base bid- Fiscal year 1995-96 only is computed as follows:

	<u>Dollars</u>	<u>Hours</u>
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Preparation of Trial Balance for certain funds	2,450.	70.0
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Total Base bid Fiscal year 1995-96 for all services listed above	<u>\$ 27,250.</u>	
Total estimated number of hours		<u>780.0</u>
Alternate Bid - Fiscal year 1995-96	<u>\$ 27,250.</u>	
- Fiscal year 1996-97	<u>\$ 28,050.</u>	
- Fiscal year 1997-98	<u>\$ 28,900.</u>	
Cost of Performance Bond if not included in above price	<u>N/A</u>	
Hourly Rate for Extra Work *- 80% of standard rate fee	<u>\$ 35. (Average)*</u>	
Accounting policy and procedure manual preparation - Phase I	<u>\$ 7,600.</u>	
Assessment and recommendations report- Phase II	<u>\$ 1,600.</u>	

OCONEE COUNTY, SOUTH CAROLINA			BID TOTAL
SUMMARY BUDGET BY HOURS			
JUNE 30, 1996, ET SEQ			
		\$45/HR.	\$35/HR.
		STANDARD	EIGHTY %
AREA OF SERVICE	HOURS	DOLLARS	DOLLARS
ACCOUNTING SERVICES	40.0	1,800	1,400
TRIAL BALANCE PREPARATION	70.0	3,150	2,450
FINANCIAL STATEMENT PREPARATI	70.0	3,150	2,450
SUB-TOTALS- NON-AUDIT TASKS	180.0	8,100	6,300
AUDIT (INCLUDING CLERICAL TASKS)			
PLANNING	105.0	4,725	3,675
GENERAL PROGRAM - MINUTES, ET	85.0	3,825	2,975
ANALYTICAL PROCEDURES	25.0	1,125	875
CASH AND COLLATERALIZATION	40.0	1,800	1,400
TAX OFFICE	35.0	1,575	1,225
OTHER REVENUE AND RECEIVABLE	15.0	675	525
INVENTORIES	10.0	450	300
ACCTS PAYABLE- ENCUMBRANCES	20.0	900	700
PAYROLL AND RELATED ACCRUALS	25.0	1,125	875
CASH DISBURSEMENTS AND EXPEN	25.0	1,125	875
SPECIAL REVENUE FUNDS	30.0	1,350	1,050
DEBT AND DEBT SERVICE	20.0	900	700
CAPITAL PROJECTS	45.0	2,025	1,575
ENTERPRISE FUNDS	60.0	2,700	2,100
FIDUCIARY FUNDS	20.0	900	700
FEDERAL FINANCIAL ASSISTANCE	40.0	1,800	1,400
SUB-TOTALS - AUDIT TASKS *	600.0	27,000	20,950
GRAND TOTALS	780.0	35,100	27,250
* -FURTHER SAVINGS			
SUB-TOTALS - AUDIT TASKS PER A	600.0	27,000	20,950
-OF TOTAL - COULD BE DONE BY			
COUNTY EMPLOYEES	(70.0)	(3,150)	(2,450)
NET TOTAL FOR AUDIT ONLY IF WORK			
PERFORMED BY COUNTY	530.0	23,850	18,500

STANCIL & COOLEY
CERTIFIED PUBLIC ACCOUNTANTS

MEMBERS: AICPA SCACPA

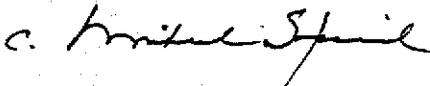
Ms. Marianne Dillard
Purchasing Agent
Oconee County Purchasing Dept.
208 Booker Drive
Walhalla, South Carolina 29691

Dear Ms. Dillard:

Thank you for the opportunity to submit a proposal to audit the financial statements of Oconee County for the years ending June 30, 1996, 1997, and 1998.

Enclosed please find our proposal and related information. Should you require additional information or a personal interview, please contact our office.

Sincerely,



C. Michael Stancil
Stancil & Cooley
Certified Public Accountants

Seneca, South Carolina
July 13, 1995

Enclosures:

Compensation

The estimates of total hours, estimated cost and maximum fee by years are as follows:

Year	Estimated Hours	Est. Cost @ Standard Billing Rates	Maximum Fee Based on 75% Standard Billing Rates
1996	800	\$ 37,024	\$ 27,768
1997	824	39,279	29,459
1998	849	41,685	31,263
Total			<u>\$ 88,490</u>

Total maximum fee all years- \$ 88,490. Total hours all years, 2,473. Average rate for contract period, \$ 35.78 / hour. Expenses of copying and binding the required number of reports are not included. Any additional work would be at the standard billing rate of the staff involved.

Subsequent years include an inflation factor of 3 % and a growth factor of 3 %.

Alternatively, we propose to audit the financial statements for the year ending June 30, 1996 (for a single year) for a fee not to exceed \$ 32,000.

The above stated fees do not include any procedures outside the scope of a normal audit. The uncertainty of the procedures necessary to formulate an Accounting Policy and Procedures Manual do not lend themselves to a fixed bid. We propose to assist, or to prepare, such manuals at 75% of our standard billing rates for the individuals performing such procedures. We have previously assisted the City of Clemson in preparation of such manuals. We do not believe it to be cost effective for the County to pay for costs that could be born by regular duties of county personnel by simply writing job descriptions, duties and indoctrinating County code and ordinances. We could assist in summarizing this information into manuals.

Kirk S. Messick
CERTIFIED PUBLIC ACCOUNTANT, P.A.
P.O. BOX 773
SENECA, SOUTH CAROLINA 29679
803-882-5390

Byerley & Payne
CERTIFIED PUBLIC ACCOUNTANTS, P.A.
114 WEST NORTH FIRST STREET
SENECA, SOUTH CAROLINA 29678
803-882-1937

July 5, 1995

Contact Persons

Mark A. Payne, CPA (803) 882-1937
114 W. N. First Street
Seneca, South Carolina 29678
Kirk S. Messick, CPA (803) 882-5390
P. O. Box 773
Seneca, South Carolina 29679

RFP SUBJECT
Oconee County

F. **Specific Audit Approach** - We expect the audit of Oconee County to take 800-900 hours. Our audit will be an audit conducted in accordance with generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, published by the Comptroller General of the United States; and if applicable, the Single Audit Act of 1984 and the provisions of OMB Circular A-128, *Audits of State and Local Governments*, and will include tests of the accounting records of Oconee County and other procedures we consider necessary to enable us to express an unqualified opinion that the financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include confirmations with selected individuals, organizations and financial institutions. We will request written representations from your attorney as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. As required by the Single Audit Act of 1984, our audit will include tests of transactions related to federal assistance programs for compliance with applicable laws and regulation. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. We will advise you, however, of any matters of that nature that come to our attention.

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

G. **Audit Price** - The following is the cost of the audit:

Audit Price	<u>1996</u>	
	\$24,750	Performance bond at County expense.

Any unusual or unexpected situations requiring any additional accounting services would be discussed with you and authorized in writing before any such work would be performed. Any such services, if required, would be billed additionally at \$35 per hour. Such situations that could require additional services are as follows:

1. General ledger records that did not properly balance;
2. Subsidiary records that did not reconcile with the control accounts;
3. Substantial classification errors of accounting entries as to the proper accounts;
4. Suspicions of fraudulent transactions, lack of supporting detail for transactions selected for testing.

G. Audit Price (continued) -

5. Within this three year period should the AICPA, GAO, or GASB change or increase the auditing standards required of governmental auditors, we reserve the right to negotiate a fair fee as dictated by the increased work required to comply with any new standards.
6. Should key personnel change within this three year period, such as the County Supervisor, Comptroller, Treasurer, Assessor, or Auditor, we reserve the right to negotiate a fair fee as dictated by such change in key personnel.
7. If the existing governmental fund types and account groups change significantly from those in existence as of June 30, 1995, we reserve the right to evaluate the implications of the change and negotiate a fair fee based upon any additional audit hours required.

Since the quantity of time required to complete an Accounting Policy and Procedure Manual is uncertain, we will perform these services at \$40 per hour for the CPAs involved and \$17 per hour for the clerical staff.

H. Payment Method - We would plan to make progress billings during the course of the audit not to exceed 75% of the total price before the presentation of the audit.

I. References - The following references may be contacted if desired:

1. Oconee County Sewer Commission
Seneca, South Carolina
Mr. Howard Adams, Chairman
Mr. Bob Winchester, Plant Superintendent
2. Town of Pendleton
Pendleton, South Carolina
Mr. Harold B. Durham, Mayor
3. Pioneer Rural Water District
Oakway, South Carolina
Ms. Gwen McCall, Operations Manager

J. Acceptance - If the terms and conditions of this proposal meet your satisfaction, please sign below in the place provided. We appreciate your consideration of this proposal.

The terms and conditions, as set forth herein, meet the approval of Oconee County Council.

By: _____

Title: _____

Date: _____

Technical Proposal - Three Years

- A. **Independence** - Our firms are independent of Oconee County as defined by generally accepted auditing standards and the U. S. General Accounting Office's *Government Auditing Standards* (1994).
- B. **License** - Our firms and all key staff members are licensed to practice in South Carolina.
- C. **Firm Qualifications and Experience** - Byerley & Payne, CPA, PA and Kirk S. Messick, CPA, PA are local firms based in Seneca, South Carolina. The audit staff is composed of three to five individuals. Each staff member assigned will work on an as needed basis. There have been no disciplinary actions taken regarding either firm during the past three years. Copies of the latest quality review reports are attached.
- D. **Partner, Supervisory and Staff Qualifications and Experience** - Mark A. Payne and Kirk S. Messick will be the engagement supervisors. Below are brief resumes of the audit staff:
- 1) Kirk Messick, CPA - Kirk obtained his B. S. Degree in Accountancy from Clemson University, May 1980. His related work experience includes the audits of Oconee County, City of Seneca, Oconee County Sewer Commission, Town of Pendleton, and Pickens County School District. He also performed audits for the South Carolina State Auditors on two state agencies: The John DeLa Howe School and the South Carolina School for the Deaf and Blind. Kirk was licensed by South Carolina on February 16, 1983.
 - 2) Mark Payne, CPA - Mark obtained his B. A. degree from Southern Wesleyan University in May 1979, and his Masters of Professional Accountancy degree from Clemson University in August 1988. His related work experience includes the audits of Oconee County Sewer Commission, Town of Pendleton, Pioneer Rural Water District, and the Town of Central. Mark was licensed by South Carolina on June 21, 1989 and by Ohio on November 15, 1994.
 - 3) Steven Gentry, CPA - Steve obtained his B. S. Degree in Accounting from Southern Wesleyan University, May 1987. He was licensed by South Carolina on January 23, 1995. He has varied audit experience including experience in the governmental area.
 - 4) Renea Reece, CPA - Renea graduated with a B. S. Degree in Accountancy from Clemson University in May 1979. She was licensed by South Carolina in 1981. She joined the firm of Ernst & Young, formerly Ernst & Whinney, in June 1979. While at Ernst & Young, she assisted in the audit of the City of Spartanburg for five years. In 1986, while with Wilkes & Company, CPAs, she performed the audit for the Town of Winnsboro. Employed by Lister & Smith, CPAs, Renea was assigned to the audit of the City of Duncan and the City of Lyman in 1990.
- 3) Julie Dubose - She has taken the CPA test and is awaiting the results.
- E. **Similar Engagements** - Prior as well as current audit engagements have been performed either by Byerley & Payne, CPA, PA or Kirk Messick, CPA, PA:
- 1) Oconee County
 - 2) Town of Pendleton
 - 3) Oconee County Sewer Commission
 - 4) Pioneer Rural Water District
 - 5) Town of Central
 - 6) School District of Pickens County

F. Specific Audit Approach - We expect the audit of Oconee County to take 800-900 hours. Our audit will be an audit conducted in accordance with generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, published by the Comptroller General of the United States; and if applicable, the Single Audit Act of 1984 and the provisions of OMB Circular A-128, *Audits of State and Local Governments*, and will include tests of the accounting records of Oconee County and other procedures we consider necessary to enable us to express an unqualified opinion that the financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include confirmations with selected individuals, organizations and financial institutions. We will request written representations from your attorney as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. As required by the Single Audit Act of 1984, our audit will include tests of transactions related to federal assistance programs for compliance with applicable laws and regulation. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. We will advise you, however, of any matters of that nature that come to our attention.

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

G. Audit Price - The following is the cost of the audit of the audit for each of the three years:

	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>Total</u>
Audit Price	\$24,750	\$25,245	\$25,750	\$75,745
(Performance bond at County expense.)				

Any unusual or unexpected situations requiring any additional accounting services would be discussed with you and authorized in writing before any such work would be performed. Any such services, if required, would be billed additionally at \$35 per hour. Such situations that could require additional services are as follows:

1. General ledger records that did not properly balance;
2. Subsidiary records that did not reconcile with the control accounts;
3. Substantial classification errors of accounting entries as to the proper accounts;
4. Suspicions of fraudulent transactions, lack of supporting detail for transactions selected for testing.

G. Audit Price (continued) -

5. Within this three year period should the AICPA, GAO, or GASB change or increase the auditing standards required of governmental auditors, we reserve the right to negotiate a fair fee as dictated by the increased work required to comply with any new standards.
6. Should key personnel change within this three year period, such as the County Supervisor, Comptroller, Treasurer, Assessor, or Auditor, we reserve the right to negotiate a fair fee as dictated by such change in key personnel.
7. If the existing governmental fund types and account groups change significantly from those in existence as of June 30, 1995, we reserve the right to evaluate the implications of the change and negotiate a fair fee based upon any additional audit hours required.

Since the quantity of time required to complete an Accounting Policy and Procedure Manual is uncertain, we will perform these services at \$40 per hour for the CPAs involved and \$17 per hour for the clerical staff.

H. Payment Method - We would plan to make progress billings during the course of the audit not to exceed 75% of the total price before the presentation of the audit.

I. References - The following references may be contacted if desired:

1. Oconee County Sewer Commission
Seneca, South Carolina
Mr. Howard Adams, Chairman
Mr. Bob Winchester, Plant Superintendent
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Mr. Harold B. Durham, Mayor
3. Pioneer Rural Water District
Oakway, South Carolina
Ms. Gwen McCall, Operations Manager

J. Acceptance - If the terms and conditions of this proposal meet your satisfaction, please sign below in the place provided. We appreciate your consideration of this proposal.

The terms and conditions, as set forth herein, meet the approval of Oconee County Council.

By: _____

Title: _____

Date: _____

GOLDIE & ASSOCIATES

*engineering, environmental
and laboratory services*

July 18, 1995

Ms. Marianne Dillard
Oconee County Purchasing
208 Booker Drive
Walhalla, SC 29691

Re: Five Forks Landfill
Goldie & Associates Project #22.11.7

Dear Ms. Dillard:

Based on our meeting with the contractor on Friday, July 7, 1995, these items were identified as needed to be corrected before the project can be considered complete.

1. The repair work on the county road was not acceptable and needs to be redone. It appeared that the sub base had not been adequately compacted, causing surface material to fail. The drive to the borrow site has also been damaged by heavy equipment and needs to be redone.
2. The eroded area near the top of the concrete channel needs to be repaired. Also, areas along the concrete channel need to be smoothed to allow water to drain into the channel and not create its own ditch.
3. The fencing was not installed with a graded fence line as required by the specifications.

Since these items have not been completed satisfactorily as of this date, we are not considering the project complete. However, as discussed with the owner on July 7, 1995, the contractor was given an option to make a special request to the County Council for partial payment of the retainage. The request does not include the cost of the items not completed plus 10%. The estimated cost for the incomplete items were agreed as follows:

1. Pavement Repair	\$2,500
2. Repair of Eroded Area	\$1,000
3. Grading Fence Line	\$3,000
Subtotal	\$6,500
10% retainage	<u>\$650</u>
Total	\$7,100

Please note that the warranty period will not start until project completion and acceptance by the owner.

July 18, 1995
Page 2 of 2

Additional retainage may be withheld by the owner in the event that the owner is made aware of past-due invoices or other claims of the contractor's employees, subcontractors, and/or suppliers. The amount of such retainage shall be determined by the owner to be reasonably sufficient to protect the owner. We recommend that \$15,367 (fifteen thousand, three hundred sixty seven dollars) also be retained by the County for the amount owed to Powell Brothers Tractor Company by a subcontractor for this project.

Attached is a copy of the Contractor's valid certification that he has paid in full or has satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract for which the Owner or his property might in any way be held responsible. Since exceptions are listed, it is recommended that further certification be required before the County releases bonds after the warranty period.

If you have any questions or need additional information, please let me know.

Sincerely,

GOLDIE & ASSOCIATES

Stephen R. Goldie
by [Signature]

Stephen R. Goldie
President

202\RETAINAGE

July 12, 1994

RECEIVED

JUL 14 1995

OCONEE COUNTY
PURCHASING DEPT.

**GOLDIE
&
ASSOCIATES**

*engineering, environmental
and laboratory services*

Mr. Jeff Bradley
Perry M. Alexander Const. Co.
P.O. Box 19204
Ashville, S.C. 28815

Re: Five Forks Landfill
Goldie & Associates Project # 22.11.7

Dear Mr. Bradley:

Based on our meeting with the owner on Friday, July 7, 1995, these items were identified as needed to be corrected before the project can be considered complete.

1. The repair work on the county road was not acceptable and needs to be redone. It appeared that the sub base had not been adequately compacted, causing surface material to fail. The drive to the borrow site has also been damaged by heavy equipment and needs to be redone.
2. The eroded area near the top to the concrete channel needs to be repaired. Also, areas along the concrete channel need to be smoothed to allow water to drain into the channel and not create its own ditch.
3. The fencing was not installed with a graded fence line as required by the specifications. The owner is not willing to accept the fence line as is, even with the offered compensation of \$3,000. Therefore, the owner requires that the fence line be graded to meet the specifications.

Upon completion of these steps, and submittal of required valid certification that all employees, subcontractors, suppliers, and the like have been fully paid, final payment will be paid by the owner. However, as discussed with the owner on July 7, 1995, the contractor may make a special request to the County Council for partial payment of the retainage. The request should not include cost of the items not completed plus 10%. The estimated cost for the incomplete items is agreed as follows:

1. Pavement Repair	\$2,500
2. Repair of Eroded Area	\$1,000
3. Grading Fence Line	\$3,000
Subtotal	\$6,500
10% retainage	<u>\$650</u>
Total	\$7,100

Please note that the warranty period will not start until project completion and acceptance by the owner. Also note that if a request to the council is desired, please notify us by July 13, 1995.

Additional retainage may be withheld by the owner in the event that the owner is made aware of past-due invoices or other claims of the contractor's employees, subcontractors, and/or suppliers. The amount of such retainage shall be as may be determined by the owner to be reasonably sufficient to protect the owner.

We appreciate your cooperation in this matter and as we all agree that this project needs to be completed as soon as possible. If project completion is not accomplished by July 31, 1995 without just cause, your bonding company will be notified for assistance.

If you have any questions, please call. We appreciate your assistance.

Sincerely,

GOLDIE & ASSOCIATES



Stephen R. Goldie

cc: Mr. Norman Crain, Oconee County
Ms. Marianne Dillard, Oconee County
Mr. Jack Hirst, Oconee County

Alan2/RETAINAG

Perry M. Alexander Construction Company

INCORPORATED

General Contractors Since 1920



July 13, 1995

Mr. Steve Goldie
GOLDIE & ASSOCIATES
210-A West North Second Street
Seneca, S.C. 29678

RE: FIVE POINTS LANDFILL CLOSURE
OCONEE COUNTY, S.C.

Dear Mr. Goldie:

In accordance with your letter dated July 12, 1995, we hereby request payment of the retainage less \$7,100.00. The \$7,100.00 will be retained by the Owner until the three (3) remaining punch list items are completed.

Please let us know if you have any questions.

Yours Truly,

Jeff Bradley
Project Manager

JB:eb
Enclosure

HANDOUT - TELEPHONE LINE AT OCONEE AIRPORT

New line is needed temporarily for the Air Traffic Control Towers at Oconee County Airport and Greenville-Spartanburg Airport.

Ring down circuit between airports

\$30.70/month for circuit - or
\$50.70/month for circuit and a signaling
\$690.00 installation cost - or
\$720.00 installation with signaling

\$ 50.70 X 5 months = \$253.50

<u>720.00</u>	installation
\$973.50	total - for direct line
50.00	inside wiring
<u>50.00</u>	telephone
\$1,073.50	Total

Dated: July 18, 1995



The Circuit Court of South Carolina

H. DEAN HALL
CIRCUIT JUDGE

ANDERSON COUNTY COURTHOUSE
100 SOUTH MAIN STREET
ANDERSON, S.C. 29624

(803) 260-4636
FAX (803) 224-6145

June 9, 1995

The Honorable Norman Crain
Oconee County Supervisor
Oconee County Courthouse
Walhalla, South Carolina 29691

Dear Supervisor Crain:

Pursuant to my duties as Administrative Judge for the Tenth Judicial Circuit (Anderson and Oconee Counties), I request that telephones be provided in the Public Defender's Conference Room and in the Sheriff's Conference Room in the Oconee County Courthouse. At present we have one telephone in the Judge's Office for everyone to use. During terms of Court the Sheriff, Solicitor, Public Defender and the Presiding Judge share this telephone. These additional telephones could be installed with a devise blocking any long distance calls and when Court is not in session the telephones could be removed from the wall jack and stored in the Clerk of Court's Office.

If you or County Council have any questions I will be available to meet with you. Thanking you and the Oconee County Council for your consideration of this matter, I am

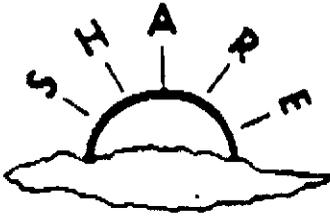
Very truly yours,

A handwritten signature in cursive script that reads "H. Dean Hall".

H. Dean Hall

HDH/kh

cc: The Honorable Sallie Smith
Clerk of Court



SUNBELT HUMAN ADVANCEMENT RESOURCES, INC.
Employment & Training Division

P.O. Box 608
Seneca, SC 29679

Mrs. W.F. Gibson
Chairperson

Dr. Willis H. Crosby, Jr.
Executive Director

July 11, 1995

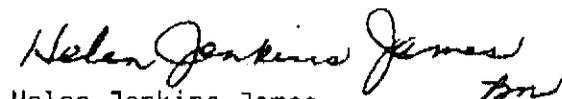
TO: Norman Crain
SUBJECT: JTPA - Summer Youth Employment & Training Program

I respectfully request your approval for the following list of Oconee County agencies to participate in the SHARE Inc., Summer Youth Employment & Training Program:

Westminster Library

Your cooperation in the JTPA program is very much appreciated and gives youth beneficial work experience.

Sincerely,


Helen Jenkins James
Case Manager II

pb

United States
Department of
Agriculture

Forest
Service

Francis Marion
and Sumter
National Forests

4931 Broad River Road
Columbia, SC 29210-4021
(803) 561-4000

RECEIVED

JUN 29 1995

OCONEE COUNTY
PURCHASING DEPT.

File Code: 2720
Holder #1021-01

Date: June 27, 1995

Oconee County
Oconee County Purchasing Department
County Mail Room
Walhalla, South Carolina 29691

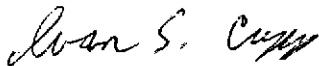
Gentlemen:

We are extending the Amendment of your Special Use Permit #1021-01, scheduled to terminate June 30, 1995. The NEPA documentation and surveys required to issue a new permit are incomplete at this time. Therefore, enclosed are two copies of an amendment to extend the termination date to December 31, 1995.

Please have both copies properly executed and returned to this office. We will return an approved copy of the amendment to you. A copy of a Special Use Permit will be mailed to you as soon as it is completed.

Thanking you in advance for your patience.

Sincerely,



Ivan S. Cupp
Fire, Lands & Minerals Staff Officer

Enclosures

cc:
Andrew Pickens RD

U.S. DEPARTMENT OF AGRICULTURE Forest Service AMENDMENT FOR SPECIAL-USE PERMIT	Holder No.	Type Site	Authority	
	<u>1 0 2 1-0 1</u>	<u>8 0 6</u>	<u>6 7 6</u>	
	Issue Date	Expir. Date	Region	
<u>0 1/1 4/8 5</u>	<u>- / - / -</u>	<u>0 8</u>		
Forest	District	State	County	
<u>1 2</u>	<u>0 2</u>	<u>4 5</u>	<u>0 7 3</u>	

AMENDMENT NUMBER 2

This Amendment is attached to and made a part of the land use special-use permit for an electronic site issued to Oconee County on 01/14/85 which is hereby amended as follows:

Amendment #2 Termination date is extended to December 31, 1995.

=====

Holder: Oconee County Authorized Officer: _____

Holder: _____ Title: (for) Forest Supervisor

Date: _____ Date: _____

=====

U.S. DEPARTMENT OF AGRICULTURE Forest Service AMENDMENT FOR SPECIAL-USE PERMIT	Holder No.	Type Site	Authority	
	<u>1 0 2 1-0 1</u>	<u>8 0 6</u>	<u>6 7 6</u>	
	Issue Date	Expir. Date	Region	
<u>0 1/1 4/8 5</u>	<u>-- / -- / --</u>	<u>0 8</u>		
Forest	District	State	County	
<u>1 2</u>	<u>0 2</u>	<u>4 5</u>	<u>0 7 3</u>	

AMENDMENT NUMBER 2

This Amendment is attached to and made a part of the land use special-use permit for an electronic site issued to Oconee County on 01/14/85 which is hereby amended as follows:

Amendment #2 Termination date is extended to December 31, 1995.

=====

Holder: Oconee County Authorized Officer: _____

Holder: _____ Title: (for) Forest Supervisor

Date: _____ Date: _____

=====

City of Westminster

P.O. Box 399
WESTMINSTER, SOUTH CAROLINA 29693
803/647-5071 or 803/647-9209

April 28, 1995

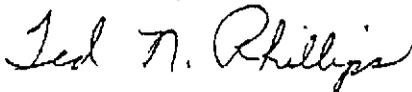
Honorable Norman Crain
Supervisor, Oconee County
208 Booker Drive
Westminster, S. C. 29693

Dear Supervisor Crain:

Please be informed that the Westminster City Council on March 21, 1995 at their regular meeting voted to appoint Mr. Bud Roach to the position of ex-officio member of the City County Sanitation Commission.

If you have questions, please call. Thank you for the support you have given to our citizens.

Sincerely,



Ted N. Phillips, Mayor
City of Westminster

TP:db

cc: Council Members
Bud Roach

Received 6-22-94

882-0802



NORTHLAND CABLE TELEVISION, INC.

A subsidiary of Northland Telecommunications Corporation

CERTIFIED MAIL
P# 112 199 065

1201 Third Avenue, Suite 3600
Seattle, Washington 98101
(206) 621-1351

June 9, 1994

Secretary
7/5/94

County Supervisor Norman Crain
County of Oconee
208 Booker Drive
Walhalla, SC 29691

Re: Northland Cable Television, Inc./County of Oconee, South Carolina -- Request for Franchise Renewal

Dear Mr. Crain:

Our records indicate that the Franchise Agreement (Ordinance No. 82-1) between Northland Cable Television, Inc. ("Northland") and the County of Oconee will expire on April 5, 1997. We are writing to you now, 34 months in advance of the expiration, to notify you of Northland's desire to renew the franchise and to request that formal renewal proceedings be commenced pursuant to Section 626(a) of the Communications Act of 1934, 47 U.S.C. 546 (the "Act").

We also request that the County enter into informal renewal discussions with us pursuant to Section 626(h) of the Act. We will forward to you shortly Northland's proposal for the renewal of the franchise.

In the meantime, if you have any questions, please do not hesitate to give me a call. We look forward to continuing to provide quality cable television service to the County of Oconee.

Very truly yours,

James Carr
Regional Manager

cc: H. Lee Johnson
James A. Penney
JC/AP/ap.ZA46



NORTHLAND CABLE
TELEVISION, INC.

A subsidiary of Northland Telecommunications Corporation

1201 Third Avenue, Suite 3600
Seattle, Washington 98101
(206) 621-1351

June 12, 1995

Chairman and Members
Oconee County Council
County of Oconee
Route 3
Westminster, SC 29693

RE: Notice of Assignment of Cable Television Franchise

Dear Chairman and Counsel Members:

Clemson-Seneca Cable TV Limited Partnership ("Clemson-Seneca") is planning to sell its assets to its general partner, Northland Cable Television, Inc. ("NCTV"). We expect the transaction to close on June 30, 1995. Pursuant to Ordinance No. 86-1, section 1, dated March 18, 1986, amending Ordinance No. 82-1, effective July 15, 1980, this letter is formal notification of the assignment of the cable television franchise and system by Clemson-Seneca to NCTV.

NCTV expressly assumes all of the obligations and responsibilities under the franchise.

NCTV is pleased to have the opportunity to serve the County of Oconee. If you have any questions, please do not hesitate to call.

Very truly yours,

James A. Penney
Vice President and General Counsel

cc: James J. Carr
JAP/lw
AA79





NORTHLAND
COMMUNICATIONS
CORPORATION

1201 Third Avenue, Suite 3600
Seattle, Washington 98101
(206) 621-1351

July 14, 1995

Oconee County Council
County of Oconee
Route 3
Westminster, SC 29693

Dear Sir or Madam:

On June 30, 1995, Clemson-Seneca Cable TV Limited Partnership d/b/a Northland Cable Television sold all of its operating assets to its managing general partner, Northland Cable Television, Inc. We are enclosing a Change of Name Rider for our Franchise Bond with the County of Oconee, Number BLZ1546747, reflecting the new obligor.

Please contact me with any questions you may have.

Very truly yours,

Kirsten Woodahl
Law Clerk

Enclosures
AC65.doc



CHANGE OF NAME RIDER

To be attached to and form part of Bond No. BLZ1546747

On behalf of Clemson-Seneca Cable TV Limited Partnership

In favor of County of Oconee

dated the 1st day of October 19 86.

It is agreed that:

Effective June 30th, 19 95, the Principal's name is amended to read:

Northland Cable Television, Inc.

Provided, however, that the liability of the Surety under the attached bond, and under the attached bond as changed by this rider, shall not be cumulative. All other conditions, agreements and limitations remain unchanged.

Signed, sealed and dated this 12th day of July 1995.

Northland Cable Television, Inc.
Principal

By [Signature], v. Pres.

The Hanover Insurance Company
Surety

By [Signature]
Shirley A. Harkins, Attorney-In-Fact



The Hanover Insurance Company

POWER OF ATTORNEY CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire, does hereby constitute and appoint

- William G. Franey, Kenneth W. Roberts, John R. Muha, II, Brenda L. Patterson,
Shirley A. Harkins, Douglas R. Sauer and/or Michael S. Olive -

of Lanham, Maryland and each is its true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed, at any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

- Any such obligations in the United States, in any amount -

And said Company hereby ratifies and confirms all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents.

This appointment is made under and by authority of the following Resolution passed by the Board of Directors of said Company at a meeting held on the seventh day of October, 1981, a quorum being present and voting, which resolution is still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons."

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President and its Assistant Vice President, this 3rd day of June 19 94



THE HANOVER INSURANCE COMPANY

James M. Mahoney
Vice President
A. Penner
Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF WORCESTER } ss.

On this 3rd day of June 19 94, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, to me personally known to be the individuals and officers described herein and acknowledged that the seal affixed to the preceding instrument is the corporate seal of The Hanover Insurance Company and that the said corporate seal and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporation.



Carol R. Wheeler
Notary Public
My Commission Expires April 29, 1999

I, the undersigned Assistant Vice President of The Hanover Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company at a meeting held on the 7th day of October, 1981

"RESOLVED, That any and all Powers of Attorney, and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company shall be binding on the Company to the same extent as if all signatures thereon were manually affixed even though one or more of any such signatures thereon may be facsimile."

GIVEN under my hand and the seal of said Company, at Worcester, Massachusetts, this 12th day of July 19 95

Ray G. Shuman
Assistant Vice President

TO: Norman Crain and Members of County Council

FROM: Nick Williams, Chairman
Emergency Preparedness Commission

DATE: July 7, 1995

In compliance with Oconee County Ordinance No.80-9, Section 3, which states that any member of the Commission who fails to attend fifty (50) percent of the regularly scheduled meetings within a period of twelve (12) calendar months, he/she shall be deemed to have resigned his/her position and may be replaced without notice by action of Oconee County Council. Provided, however, if such absences are excused by the Chairman of the Commission and/or the Supervisor-Chairman of Oconee County Council, then this provision may be waived.

No such excused absences have been rendered to the best of my knowledge.

In view of the above, request that new appointments for District Number one (1) and two (2) be made accordingly. Both commission members assigned to these districts have failed to meet the criterion required in County Ordinance No. 80-9.

If you have any questions concerning this matter please contact the undersigned accordingly at 647-4141 (work) or 647-5692 (home).



Nick Williams, Chairman
Emergency Preparedness Commission

CREDIT APPLICATION

OCONEE COUNTY ROCK CRUSHER
 COUNTY MAIL ROOM
 208 BOOKER DRIVE
 WALHALLA, S. C. 29691

NAME OF APPLICANT Walter L. Burton, Jr.
 ADDRESS 156 Hopewell Church Rd CITY Westminster STATE SC ZIP CODE 29693
 TELEPHONE NUMBER OF BUSINESS 647-4508 HOME 647-4508
 SOCIAL SECURITY NO. 251-46-3485 OR FED. I.D. NO. _____
 BUSINESS NAME Burton Realty & Construction
 ADDRESS 156 Hopewell Church Rd CITY Westminster STATE SC ZIP CODE 29693
 TYPE OF BUSINESS Subdivision Development & Sale & Septic Tank Installation

CREDIT INFORMATION

ONE REFERENCE MUST BE A BANK OR LENDING INSTITUTION OR BRANCH THEREOF DULY CHARTERED AND DOING BUSINESS IN OCONEE COUNTY, S. C.; ONE REFERENCE MUST BE A MAJOR CREDIT CARD COMPANY; AND THREE REFERENCES MUST BE OCONEE COUNTY BUSINESS PERSONS OR ESTABLISHMENTS WITH WHOM OR WHICH THE APPLICANT HAS ENJOYED CREDIT FOR A MINIMUM OF THREE YEARS.

REFERENCES

NAME OF BANK, OR MAJOR CREDIT CARD OR VENDOR	ADDRESS OF BANK, OR MAJOR CREDIT CARD OF VENDOR	CITY STATE, ZIP	TELEPHONE NUMBER
1. <u>BB&T</u>	<u>Seneca, SC Hwy 123</u>	<u>Seneca SC</u>	<u>882-5022</u>
2. <u>MasterCard</u>	<u>Po Bx 810012</u>	<u>Toledo OH, 43681</u>	_____
3. <u>Tri-County Bldgs</u>	<u>Hwy 123</u>	<u>Westminster SC</u>	<u>647-5575</u>
4. <u>Lowe's</u>	<u>Hwy 123</u>	<u>Seneca SC</u>	<u>885-2000</u>
5. <u>Zupant Smith</u>	<u>Hwy 123</u>	<u>Seneca SC</u>	<u>882-0123</u>

I/WE CERTIFY THE ABOVE INFORMATION TO BE ACCURATE, AND I/WE GIVE THE COUNTY AUTHORITY TO VERIFY THE INFORMATION.

Walter L. Burton, Jr.
 AUTHORIZED SIGNATURE

A \$50.00 APPLICATION FEE SHOULD BE ATTACHED WITH THIS COMPLETED APPLICATION. THIS IS A NON-REFUNDABLE FEE.

(LD)PLEASE SIGN-ON

-98T - PROCEED

Request 33

NW-BURTON, WALTER, L, JR.,

CA-156, HOPEWELL CHURCH, ROAD, WESTMINSTER, SC, 29693.

ES-REAL ESTATE, SELF, WESTMINS, SC.

ID-SSS-251-46-3485, BDS-06/30/90.

* 025 EQUIFAX CREDIT INFORMATION SERVICES, P O BOX 740241,
5505 PEACHTREE DUNWOODY RD STE 600, ATLANTA, GA, 30374-0241, 404/612-2585

*BURTON, WALTER, L, JR SINCE 02/00/54 FAD 02/11/95 FN-327

122, SUMMERFIELD, DR, MCDONOUGH, GA, 30253, TAPE RPTD 02/95

152, HOPEWELL CHURCH, RD, WESTMINSTER, SC, 29693, CRT RPTD 07/94

2105, NOAHS ARK, RD, JONESBORO, GA, 30236, TAPE RPTD 01/94

BDS-05/05/30, SSS-251-46-3485

01 ES-, U K

02 EF-, UNKNOWN

03 E2-MECH, DELTA AIRLINES, ATL, GA, EMP 02/60, VER 02/61

*SUM-10/78-06/95, PR/OI-NO, FB-NO, ACCTS:12, HC\$0-22000, 1-ZERO, 11-ONES.

*INQS-BB&T	456BB4819	01/17/95	GTFC-95	416FZ67	09/29/94
1ST USA	458ON7163	09/09/94	GTFC-95	416FZ67	09/06/94
MERCH MUT	612IG366	10/01/93			

* FIRM/ID CODE	RPTD	OPND	H/C	TRM	BAL	P/D	CS	MR	EOA	ACCOUNT NUMBER
DELTA VISA*401FC2033	05/95	12/92	5000	20	117		R1	29	I	4136020009814903
CREDIT CARD										
AMOUNT IN H/C COLUMN IS CREDIT LIMIT										
SNB BK STH*645BB11738	06/95	06/84	4650	45	1877		R1	36	I	5350003214154493
CREDIT CARD										
AMOUNT IN H/C COLUMN IS CREDIT LIMIT										
RICH'S *401DC24	06/95	02/82	0		0		R1	99	S	0000311184261
30(01)60(00)90+(00) 03/91-R2										
ACCOUNT CLOSED BY CONSUMER										
CHARGE										
GECAP/LOWE*404FF965	05/95	10/92	1210	25	612		R1	31	I	C8222041-0032088
ANB CC *161BB5264	04/95	10/78	5000		0		R1	30	J	461657003020
CREDIT CARD										
AMOUNT IN H/C COLUMN IS CREDIT LIMIT										
WACH BKCRD*401BB765	04/95	01/85	7500		120		R1	99	J	432729104
CREDIT CARD										
AMOUNT IN H/C COLUMN IS CREDIT LIMIT										
TRUSCO L/C*401BB292	05/95	01/83	2000		0		R1	99	I	8000416
CLOSED ACCOUNT										
BB & T *456BB5568	03/95	01/95	2000		0		R1	01	I	5120542542
LINE OF CREDIT										
AMOUNT IN H/C COLUMN IS CREDIT LIMIT										
ANB CC *161BB5264	02/95	10/78	0		0		R1	56	I	470137168
PAID ACCOUNT/ZERO BALANCE										
ACCOUNT CLOSED BY CONSUMER										
DELTA CU *401FC151	05/93	06/88	22K	100	0		I1	20	I	1135800401
CLOSED ACCOUNT										
REAL ESTATE MORTGAGE										
NATIONSBNK*806BB2492	06/90	12/89	2500	2K	0		I1	05	I	98010009890348

*Walter L Buxton Jr -
251-46-3488*

page 2

WALLACHS'S*404CG37 04/90 03/90 0 0 R0 I 71541593

END OF REPORT EQUIFAX AND AFFILIATES - 08/23/95

Credit Bureau of Oconee County Additional ...

Tri-County Builders

Reported 6/95--Opened 9/93--High \$1500--Bal \$654--Very Good Acct 0-1

Zupan Smith

Reported 6/95--Opened 5/93--High \$1100--Bal 00--Very Good Acct 0-1

Bank of Westminster

Reported 6/95--Opened 6/88--High \$19,555--Bal 00 paid out I-1

TYPE	OCONEE COUNTY	VULCAN LIBERTY	DAVIDSON MINERALS	SALEM STONE
CRUSHER RUN	$\$4.80 + .10 = \4.90	\$5.20	\$5.25	\$6.50
SAP ROCK	\$4.15 NO CHANGE			
#3 2X3"	$\$5.65 + .20 = \5.85	\$7.75	\$7.65	\$7.10
SCREENINGS	$\$3.80 + .25 = \4.05	\$6.00	\$5.00	\$6.50
#5 1X1/2"	$\$5.65 + .20 = \5.85	\$8.00	\$8.25	\$7.50
#6 789	$\$6.15 + .20 = \6.35	\$11.30	\$11.70	\$7.70
#7 SURGE	$\$4.80 + .20 = \5.00	\$7.75	\$7.65	\$7.50
#8 RIP RAP	$\$4.80 + .20 = \5.00	\$14.00	\$13.10	\$8.50
ASPHALT SAND	$\$4.80 + .10 = \4.90	\$6.40	\$6.55	
#11 6M	$\$5.65 + .20 = \5.85	\$9.10		



Davidson Mineral Properties, Inc.

P. O. Box 1327 • Taylors, South Carolina 29687
Greenville: (803) 895-7887
Anderson: (803) 296-4914
Fax: (803) 895-9879

March 14, 1995

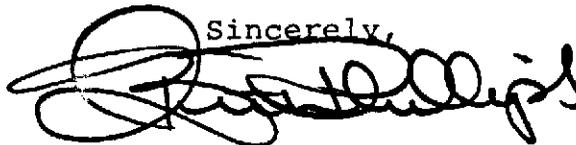
Dwight Addis
Addis Construction
117 Jamlett Drive
Walhalla, SC 29691

Dear Mr. Addis,

As per your request, here are the contractor prices for the stone sizes you need:

Crusher run	\$5.25/ton
#57	\$8.25/ton
789	\$11.70/ton
3" surge	\$7.65/ton
6" surge	\$7.65/ton
Asphalt sand	\$6.55/ton
Rip rap	\$13.10/ton
Screenings	\$5.00/ton

These are general contractor list prices. For a specific job quote, please call.

Sincerely,

Beth Phillips

CONTRACT to RS Price

PROD	CD	DESCRIPTION	LIST PRICE	AGU
		003 MFG SAND	7.75	Y
003		094 3" SURGE STONE	7.75	Y
		095 OVERBURDEN	3.50	Y
78		098 SURGE STONE	7.75	Y
8		103 DUMPED RIP RAP	14.00	Y
		500 SC #5, ASTM #5	7.25	Y
5		570 SC 57, ASTM #57	8.00	Y
10		598 SC 1 1/2" BASE	5.20	Y
11		600 SC 6M, ASTM #6M	9.10	Y
		670 ASTM #67 STONE	9.25	Y
6		789 SC 789, ASTM #789	11.30	Y
9		790 1/2" CR ASP STONE	6.40	Y
		800 8M STONE	11.75	Y
4		810 SCREENING	6.00	Y
		811	6.00	Y
		814 RIVER SAND	10.00	Y
		815 MASONARY SAND	14.00	Y
		890 SC89M, ASTM#89M	11.50	Y
		950 UNPREPARED METAL	15.00	Y
		957 SCRAP SCREENS	5.00	Y

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SALEM STONE

CRUSHER RUN	\$6.50
WASHED STONE #57	\$7.50
OVERSIZE 1 1/2-3"	\$7.10
SURGE STONE 3-6"	\$7.50
1-MAN RIP-RAP	\$8.50
789 PEAGRAVEL	\$7.70
SCREENINGS	\$6.50
MASONARY SAND	\$13.50
DIRT	\$15.00, 25.00, 35.00