

10/24/03

ORDINANCE

AMENDMENT AND RESTATEMENT OF TRUST INDENTURE AND AMENDMENT OF LOAN AGREEMENT RELATING TO \$77,000,000 OCONEE COUNTY, SOUTH CAROLINA POLLUTION CONTROL FACILITIES REVENUE REFUNDING BONDS, SERIES 1993 (DUKE POWER COMPANY PROJECT) (THE "BONDS") TO PROVIDE FOR CHANGE IN INTEREST RATE FROM FIXED TO VARIABLE RATE, TO PROVIDE FOR APPOINTMENT OF BANC ONE CAPITAL MARKETS, INC., AS REMARKETING AGENT, REMARKETING OF THE BONDS AND EXECUTION OF DOCUMENTS RELATING THERETO, AND TO PROVIDE FOR CHANGE IN COLLATERAL SUPPORT FOR THE BONDS BY DELIVERY OF LETTER OF CREDIT ISSUED BY BANK ONE.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), under and pursuant to the provisions of Title 48, Chapter 3 of the Code of Laws of South Carolina 1976, as amended (the "Act"), has previously issued its \$77,000,000 Pollution Control Facilities Revenue Refunding Bonds, Series 1993 (Duke Power Company Project) (the "Bonds"); and

WHEREAS, Duke Energy Corporation (f/k/a Duke Power Company) ("Duke Energy") has requested that the County amend and restate the Trust Indenture dated as of April 1, 1993 under which the Bonds were issued, and amend the Loan Agreement dated as of April 1, 1993 under which the proceeds of the sale of the Bonds were loaned to Duke Energy; and

WHEREAS, such amendments (the "Amendments") will be in connection with converting the interest rate on the Bonds from a fixed rate to a variable rate and will be for the purpose of extending the maturity of the Bonds, to provide for the issuance of a letter of credit securing the payment of interest, purchase price and redemption price of the Bonds, such letter of credit to be issued initially by Bank One, Chicago, Illinois, to provide for the release of other collateral presently securing the payment of interest, purchase price and redemption price of the Bonds, and to make other modifications in connection with the foregoing; and

WHEREAS, in connection with the Amendments, Banc One Capital Markets, Inc. will become Remarketing Agent for the Bonds and will prepare and distribute an [Official Statement] describing the Bonds; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the following documents which the County proposes to execute and deliver:

1. The form of the Amended and Restated Trust Indenture by and between the County and the Trustee (the "Indenture");
2. The form of the Amendment to Loan Agreement by and between the County and the Corporation; and
3. The form of the [Official Statement].

WHEREAS, it appears that each of the instruments above referred to, which are now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to further the purposes of the Act by assisting Duke Energy in the purposes contemplated by the Amendments, the Amendments are approved.

Section 2. Nothing in this Ordinance or the Amendments shall be construed to change the fact that the Bonds are limited obligations of the County, the principal and interest on which are payable solely out of the revenues derived from the Loan Agreement. The Bonds and the interest thereon shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

Nothing in this Ordinance or the Amendments shall be construed as an obligation or commitment by the County to expend any of its funds other than (i) the proceeds of the Bonds, (ii) the revenues derived from the Loan Agreement, and (iii) any moneys arising out of the investment or reinvestment of said proceeds, revenues or moneys.

Section 3. The Amended and Restated Bonds shall be executed in the name the County with the manual or facsimile signature of the Supervisor-Chairman of the County Council, shall be attested by the manual or facsimile signature of the Clerk of the County Council, and shall have the seal of the County impressed or imprinted thereon.

Section 4. The Amended and Restated Bonds shall be in substantially the form set forth in the Indenture, with necessary or appropriate variations, omissions and insertions as permitted or required by the Indenture.

Section 5. The form, terms and provisions of the Amendment to Loan Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amendment to Loan Agreement were set out in this ordinance in its entirety. The Supervisor-Chairman and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amendment to Loan Agreement in the name and on behalf of the County, and thereupon to cause the Amendment to Loan Agreement to be delivered to the Corporation. The Amendment to Loan Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Amendment to Loan Agreement now before this meeting.

Section 6. To prescribe the terms and conditions upon which the Amended and Restated Bonds are to be secured, executed, accepted and held, and for the purpose of assigning the interests of the County under the Agreement, the form, terms and provisions of the Indenture

which is before this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Indenture were set out in this ordinance in its entirety. The Supervisor-Chairman and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Indenture to the Trustee. The Indenture is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Indenture now before this meeting.

Section 7. The Supervisor-Chairman and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended and Restated Bonds to the Trustee. The Amended and Restated Bonds are to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Amended and Restated Bonds before this meeting.

Section 8. The forms, terms and provisions of the [Official Statement] presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the [Official Statement] were set out in this ordinance in their entirety. The Supervisor-Chairman and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the [Official Statement] in the name and on behalf of the County, and thereupon to cause the [Official Statement] to be delivered to the Corporation. The [Official Statement] is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County, their delivery thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of [Official Statement] now before this meeting.

Section 9. The Supervisor-Chairman and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amendment to Loan Agreement, the Indenture and the performance of all obligations of the County under and pursuant to the Loan Agreement, the Indenture, and the Bonds and the execution and delivery of the Amended and Restated Bonds.

The Supervisor-Chairman and the Clerk of the County Council are each further authorized to execute and deliver such other documents and certificates necessary to effectuate the Amendments as contemplated in this ordinance.

Section 10. In satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, the County Council hereby approves the Amended and Restated Bonds.

Section 11. No approvals granted in connection with the Bonds have been made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

Section 12. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 13. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this _____ day of _____, 2003.

**OCONEE COUNTY,
SOUTH CAROLINA**

By: _____
Supervisor-Chairman,
Oconee County Council

ATTEST:

(Clerk, Oconee County Council)

First Reading: September 16, 2003

Second Reading: October 7, 2003

Public Hearing and
Third Reading: October 21, 2003

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2003-

AN ORDINANCE TO AMEND ORDINANCE 97-14, THE OCONEE COUNTY PERSONNEL POLICIES AND PROCEDURES MANUAL.

BE IT ORDAINED by the Oconee County Council, in session, duly assembled and with quorum present and voting, that the Oconee County Ordinance 97-14 is hereby amended as follows:

1. Policy number 2.7
Subject: Certification and Licensing

Oconee County requires any employee whose job requires a special license or a special certification to maintain that license or certification as a condition of continued employment. All certifications and licenses must be obtained within the specified time limit set for each position. Failure to obtain the required certification and/or license within the allotted time shall be grounds for termination. In the event an employee loses a required license or a certification, such employee shall have three (3) weeks from the date of the expiration of said license or certification to regain that certification or license. Failure to regain the certification or license shall be grounds for termination. An employee may, with the approval of the Administrative Head of the County, take a leave of absence without pay to seek recertification or a reinstatement of a required license.

DONE AND RATIFIED on First Reading this _____ day of _____, 2003, by a vote of:

_____ : YES

_____ : NO

_____, Clerk

STATE of SOUTH CAROLINA,

OCONEE COUNTY

SALE CONTRACT

OCONEE COUNTY (hereinafter referred to as SELLER) SELL ALL TREES DESIGNATED BY JOHN W. LITTLE (hereinafter referred to as JW) to THRIFT BROS. LUMBER COMPANY, INC., P.O. BOX 349, WESTMINSTER, S.C. 29693.

NOTE "SALE MAP" ATTACHMENT AS TO EXACT AREAS WHERE TIMBER IS SOLD AND TO BE CUT.

BUYER will pay SELLER \$93,750.00 FOR THESE TREES. PAYMENT AT SIGNING OF THIS DOCUMENT.

SELLER guarantees clear title to trees and property.

SELLER and JW DO NOT GUARANTEE ANY VOLUME OR VALUE OF THESE FOREST PRODUCTS (TREES).

BUYER will notify JW at beginning of logging and at completion of logging (JW will determine contract adherence).

BUYER AGREES TO FOLLOWING:

1. Restrict logging operations to land owned by SELLER.
2. Not destroy PINK, RED, BLUE OR ORANGE flagged or painted trees OR CORNERS on property or SMZ lines and/or sale boundaries including interior corners.
Dozer and skidder blade work restricted to HAUL ROADS and LOGGING DECKS. HAUL ROADS AND/OR LOGGING DECKS DIRECTED AND APPROVED BY JW.
4. BUYER RESPONSIBLE FOR WARNING SIGNS AND MUD ON HIGHWAY.
5. SELLER NOT LIABLE TO INJURY TO BUYER OR HIS EMPLOYEES WHILE THEY ARE ON SELLER'S PROPERTY OR ARE CONDUCTING ANY LOGGING OR HAULING OPERATIONS ASSOCIATED WITH HARVESTING SAID TREES.
6. SELLER NOT LIABLE FOR THEFT, ETC. ASSOCIATED WITH HARVESTING SAID TREES.
7. SELLER WILL NOT DO ANY BURNING OR SITE PREPARATION WITH DOZER ETC. WHILE BUYER IS CONDUCTING LOGGING OPERATION.
Buyer responsible for any fire, littering, etc. caused by he, his agents and/or employee.
8. Buyer, his employees, agent, etc will not hunt or fish on this property unless SELLER gives same written permission.

9. DEBRIS WILL BE DISTRIBUTED AS DIRECTED BY JWL.
10. ACCESS ROADS DESIGNATED BY JWL.
11. BUYER RESPONSIBLE FOR ANY AND ALL DAMAGE TO FENCES AND/OR GATES CAUSED BY HIS OR HIS EMPLOYEES ACTIONS. NOTE FENCE @ PISTOL RANGE.
12. NO SKIDDING IN open fields EXCEPT AS DIRECTED BY JWL. NO LOGGING DEBRIS LEFT IN FIELDS.
13. SMZ'S are 40 linear feet from active streams. Only trees with blue paint marks at base can be cut in SMZ'S. SKIDDING, CROSSING STREAMS, CUTTING EQUIPMENT ONLY AS DIRECTED BY JWL IN SMZ'S.
14. SKIDDER AND CUTTER OPERATORS WILL TAKE CARE NOT TO DAMAGE UNCUT TREES.
15. AT CONCLUSION OF LOGGING AREA, ROADS WILL HAVE OUTSLOPE WITH NO BERM AND "MUD HOLES" DRAINED AS DIRECTED BY JWL.

It is mutually understood and agreed by and between the parties hereto as follows:

- (1) Agreement will terminate: NOVEMBER 1, 2004.
- (2) Title to and responsibility of the above-mentioned trees will pass to the BUYER as they are severed from the stumps, but the SELLER retains and the BUYER grants a vendor's lien on all forest products cut or removed from the above-mentioned property until paid in full.
- (3) Any marked trees which are uncut and any cut forest products which are not removed at the date this agreement terminates remain and become the Property of the SELLER.

In witness whereof the parties hereto have set their hands and seal.

Witness

BUYER

Date

Witness

SELLER

TAX ID

Date

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2003-18

ORDINANCE TO APPOINT BOARD MEMBER TO THE BOARD OF
LAKEVIEW ASSISTED LIVING, INC.

BE IT ORDAINED by the Oconee County Council, in session, duly assembled
and with quorum present and voting, that:

Section 1:

Oconee County Council has been requested by Lakeview Assisted Living, Inc.,
formerly known as Lakeview Rest Home, Inc., to appoint a member to the Board of
Directors of Lakeview Assisted Living, Inc.,

Section 2:

The Oconee County Council shall appoint one member of the Board of Directors
to the Board of Lakeview Assisted Living, Inc. The appointment shall be made by the
Council, duly assembled, with quorum present and voting. The appointed members will
serve on the Board of Directors for Lakeview Assisted Living, Inc. under such terms and
conditions as set forth in the By-Laws of said Corporation.

DONE AND RATIFIED on First Reading this _____ day of _____, 2003, by
a vote of:

_____ : YES

_____ : NO

_____, Clerk

DONE AND RATIFIED on Second Reading this _____ day of _____
2003, by a vote of:

_____ : YES

_____ : NO

_____, Clerk

DONE AND RATIFIED on a Third and final Reading this _____ day
of _____, 2003, by a vote of:

_____ YES

_____ NO

Chairman-Supervisor

Attest:

Clerk

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2003-20**

TITLE: THIS ORDINANCE SHALL BE KNOWN AS: "AN ORDINANCE TO AMEND SECTION 1-9 OF ORDINANCE 97-14, OCONEE COUNTY POLICIES & PROCEDURES TO INCLUDE A PROVISION FOR DISCIPLINARY ACTION FOR FAILURE TO COMPLY WITH THE OCONEE COUNTY EXPOSURE CONTROL PLAN"

WHEREAS, Oconee County is committed to providing a safe and healthful work environment for all county employees; and

WHEREAS, in pursuit of this endeavor, Oconee County Council deems it appropriate to rescind Ordinance 92-6 and Resolution 92-9 and adopt Ordinance 2003-20 (titled above); and

WHEREAS, the adoption of said Ordinance is necessary to continue to facilitate compliance with the "EXPOSURE CONTROL PLAN" (ECP) which is provided to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with OSHA Standard 29 CFR 1910.1030, "OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS"; and

WHEREAS, the "EXPOSURE CONTROL PLAN" (ECP) is a key document to assist the county in implementing and ensuring compliance with the standard, thereby protecting our employees.

NOW THEREFORE, BE IT ORDAINED by Oconee County Council duly assembled with a quorum present and voting that Section 1-9 of Ordinance 97-14 be amended as follows to include the provisions for the "OCONEE COUNTY EXPOSURE CONTROL PLAN".

SECTION I: The remaining terms, conditions, provisions, sections, clauses and sentences of Ordinance 97-14, "OCONEE COUNTY POLICY & PROCEDURES MANUAL" shall remain in full force and effect.

SECTION II: 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 III: This Ordinance shall become effective upon its adoption on third and final reading.

BE IT FURTHER ORDAINED, that the provisions of the Oconee County Exposure Control Plan as adopted herein shall be immediately implemented and followed by employees/volunteers of Oconee County.

BE IT FURTHER ORDAINED, that the ECP include the following:

DETERMINATION OF EMPLOYEE EXPOSURE

**IMPLEMENTATION OF VARIOUS METHODS OF EXPOSURE CONTROL,
INCLUDING:**

Universal precautions
Engineering and work practice controls
Personal protective equipment
Housekeeping

HEPATITIS B VACCINATION

POST-EXPOSURE EVALUATION & FOLLOW-UP

COMMUNICATION OF HAZARDS TO EMPLOYEES AND TRAINING

RECORD KEEPING

**PROCEDURES FOR EVALUATING CIRCUMSTANCES SURROUNDING AN
EXPOSURE INCIDENT**

The methods of implementation of these elements of standard are discussed in the subsequent pages of this ECP.

PROGRAM ADMINISTRATION:

The Human Resources Department is responsible for the implementation of the ECP and will maintain, review, and update at least annually, and whenever necessary to include new or modified tasks and procedures. Contact location/phone number: 415 South Pine Street, Walhalla, SC 29691/864 638 4252.

Those employees who are determined to have occupational exposure to blood or other potentially infectious materials (OPIM) must comply with the procedures and work practices outlined in this ECP.

The Individual County Departments will maintain and provide all necessary personal protective equipment (PPE), engineering controls (e.g. sharps containers), labels and red bags as required by the standard. The Human Resources Department will ensure that adequate supplies of the aforementioned equipment are available in appropriate sizes. Contact location/phone: 415 South Pine Street, Walhalla, SC 29691/864 638 4252.

The Human Resources Department will be responsible for ensuring that all medical actions required are performed and that appropriate employee health and OSHA records are maintained. Contact location/phone: 415 South Pine Street, Walhalla, SC 29691/864 638 4252.

The Human Resources Department will be responsible for training, documentation of training and making the written ECP available to employees, OSHA representatives. Contact location/phone number: 415 South Pine Street, Walhalla, SC 29691/864 638 4252.

EMPLOYEE EXPOSURE DETERMINATION: *

The following is a list of all departmental classifications at our establishment in which all employees have occupational exposure:

- Sheriff
- Rural Fire
- Vehicle Maintenance
- Animal Control
- Parks & Recreational
- Coroner
- Public Buildings
- Environmental Services
- Emergency Management
- Solid Waste
- Magistrates
- Law Enforcement Center
- Rural Fire Volunteers
- First Responders

*With the exception of secretarial and clerical employees in these departments.

These same standards apply to all part time, temporary, contract and per diem employees in the departments listed above.

METHODS OF IMPLEMENTATION AND CONTROL:

Standard/Universal Precautions:

Treat all blood and bodily fluids as if infected with HIV or Hepatitis B or C.

Exposure Control Plan:

Use appropriate PPE to prevent contact with skin, or splattering into face.

Employees covered by the bloodborne pathogens standard receive an explanation of this ECP during their initial training session. It will also be reviewed in their annual refresher training. All employees have an opportunity to review this plan at any time during their work shifts by contacting the Human Resources Department. If requested, an employee will be provided with a copy of the ECP free of charge and within fifteen (15) days of the request. These copies will be available in each department listed above.

The Human Resources Department is responsible for reviewing and updating the ECP annually or more frequently if necessary to reflect any new or modified tasks and procedures, which affect occupational exposure, and to reflect new or revised employee positions with occupational exposure.

Engineering Controls and Work Practices:

Engineering controls and work practice controls will be used to prevent or minimize exposure to bloodborne pathogens. The specific engineering controls and work practice controls used are listed below:

<u>TASKS PERFORMED</u>	<u>MEANS OF TRANSMITTAL</u>	<u>PERSONAL PROTECTIVE EQUIPMENT</u>
Cleaning Around Dumpsters	Touch, Stick Or puncture wound from Contaminated Broken glass, Sharp object or needle	Heavy Gloves Gown
Touch/Carry Trash/Waste	Spill, Stick, Touch, Blood Body Fluid	Heavy Gloves Gown
Bathroom Facility Maintenance	Touch, Blood, Splash Immersion, Urine, Feces	Gloves, Goggles, Gown
Cleaning Around Landfills After Unloading of Vehicles At Dumpster Locations	Touch, Stick	Gloves Goggles
Assisting Injured Person As Result of Accident	Touch, Bite, Urine, Spit, Blood Puncture wound from sharp object	Gloves, Gown Goggles
Transport of Prisoner	Bite, Saliva, Urine, Feces, Blood	Gloves, Face Mask, Goggles
Fights/Assaults	Touch, Blood, Bite, Saliva Urine, Feces	Gloves Goggles Change Clothing If Contaminated with Bodily Fluids
Body Cavity Search	Touch, Stick Puncture wound	Gloves
Securing or Handling of Evidence	Touch Puncture Wound	Gloves
Deceased Persons Body Removal Amputated Body Parts	Touch, Splash	Gloves, Goggles Gown Body bag

Resuscitation	Blood, Regurgitation, Spit	Gloves Resuscitation Equipment Ambubag or Ventilation Device
Equipment Repair/ Maintenance	Touch, Splash Puncture wound	Gloves Goggles Change Clothing

Personal Protective Equipment (PPE):

PPE is provided to our employees at no cost to them. Training is provided by the Individual Department Heads in the use of the appropriate PPE for the tasks or procedures employees will perform.

The types of PPE available to employees are as follows: Gloves, Goggles, Masks, Gowns.

PPE is located at 415 South Pine Street, Walhalla, SC and may be obtained through the Employee's Individual Department.

All employees using PPE must observe the following precautions:

NOTE: When provision of hand washing facilities is not feasible, the employer shall provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes. When antiseptic hand cleaners or towelettes are used, hands shall be washed with soap and running water as soon as feasible.

Remove PPE after it becomes contaminated, and before leaving the work area.

Used PPE must be disposed of in red bio-hazard bags.

Wear appropriate gloves when it can be reasonably anticipated that there may be hand contact with blood or OPIM, and when handling or touching contaminated items or surfaces; replace gloves if torn, punctured, contaminated, or if their ability to function as a barrier is compromised.

Utility gloves may be decontaminated for reuse if their integrity is not compromised; discard utility gloves if they show signs of cracking, peeling, tearing, puncturing or deterioration.

Never wash or decontaminate disposable gloves for reuse.

Wear appropriate face and eye protection when splashes, sprays, spatters, or droplets of blood or OPIM pose a hazard to the eye, nose or mouth.

Remove immediately or as soon as feasible any garment contaminated by blood or OPIM in such a way to avoid contact with the out surface.

The procedure for handling used PPE is as follows: After being bagged, it is taken to the central collection point at the Sheriff's Department.

PPE and engineering controls are revised annually and per employee request. Employees are involved in selecting and evaluating PPE and engineering controls for their specific departments.

Housekeeping:

Regulated waste is placed in containers which are closable, constructed to contain all contents and prevent leakage, appropriately labeled or color-coded (see labels), and closed prior to removal to prevent spillage or protrusion of contents during handling.

The procedure for handling sharps disposal container is: The sharps are labeled and placed in household trash containers at the **convenience centers**.

The procedure for handling other regulated waste is: Bag the waste in bio-hazard bags and transport to the central location at the Sheriff's Department. The bio-hazard bags will then be disposed of by the SC Department of Transportation and EPA regulations.

Contaminated sharps are discarded immediately or as soon as possible in containers that are closable, puncture-resistant, leakproof on sides and bottoms, and labeled or color-coded appropriately. Sharps disposal containers are available in the PPE kits.

All contaminated surfaces (counter-tops, tools, etc.) are to be cleaned and decontaminated as soon as feasible after visible contamination, with one part bleach to eight parts water.

Broken glassware, which may be contaminated, is picked up using mechanical means, such as a brush and dustpan.

Laundry:

If clothing articles (uniforms) are contaminated, the clothing articles should be placed in bio-hazard bags and sent for dry cleaning.

Personal clothing of an employee who has not completed the six-month probation period and has not been issued a uniform will be sent for dry cleaning.

The following requirements must be met:

Wear the following PPE when handling contaminated clothing articles: Gloves

Labels:

The following labeling method(s) is used in this facility:

EQUIPMENT TO BE LABELED

LABEL TYPE

**(e.g., specimens, contaminated
Laundry, etc)**

(red bag, biohazard label, etc.

The head of each department will ensure warning labels are affixed or red bags are used as required if regulated waste or contaminated equipment is brought into the facility. Employees are to notify their department head **immediately** if they discover regulated waste containers, refrigerators containing blood or OPIM, contaminated equipment, etc. without proper labels.

HEPATITIS B VACCINATION:

The Human Resources Department will provide training to employees on hepatitis B vaccinations, addressing the safety, benefits, efficacy, methods of administration and availability.

The hepatitis B vaccination series is available at no cost prior to performing any tasks that put them at risk and within ten (10) days of initial assignment to employee identified in the exposure determination section of this plan. Vaccination is encouraged unless: 1) documentation exists that the employee has previously received the series, 2) antibody testing reveals that the employee is immune, or 3) medical evaluation shows that vaccination is contraindicated.

However, if an employee chooses to decline vaccination, the employee must sign a declination form. Employees who decline may request and obtain the vaccination at a later date at no cost. Documentation of refusal of the vaccination is kept in the Human Resources Department.

Vaccination will be provided by the designated medical facility.

Following hepatitis B vaccinations, the health care professional's written opinion will be limited to whether the employee requires the hepatitis vaccine, and whether the vaccine was administered.

POST EVALUATION AND FOLLOW-UP:

Should an exposure incident occur, contact the Human Resources Department at 863-638-4252.

An immediately available confidential medical evaluation and follow-up will be conducted by the designated health care professional. Following the initial first aid (clean the wound, flush eyes or other mucous membrane, etc.) the following activities will be performed:

Document the routes of exposure and how the exposure occurred.

Identify and document the source individual (unless the employer can establish that identification is infeasible or prohibited by state or local law).

Obtain consent and make arrangements to have the source individual tested as soon as possible to determine HIV, HCV or HBV infectivity; document that the source individual's test results were conveyed to the employee's health care provider.

If the source individual is already known to be HIV, HCV and/or HBV positive, new testing need not be performed.

Assure that the exposed employee is provided with the source individual's test results and with information about applicable disclosure laws and regulations concerning the identity and infectious status of the source individual (e.g., laws protecting confidentiality).

After obtaining consent, collect exposed employee's blood as soon as feasible after exposure incident and test blood for HBV and HIV serological status.

If the employee does not give consent for HIV serological testing during collection of blood for baseline testing, preserve the baseline blood sample for at least ninety days; if the exposed employee elects to have the baseline sample tested during this waiting period, perform testing as soon as feasible.

ADMINISTRATION OF POST EXPOSURE EVALUATION AND FOLLOW-UP

The Human Resources Department ensures that health care professional(s) responsible for employee's hepatitis B vaccination and post-exposure evaluation and follow-up are given a copy of OSHA's bloodborne pathogens standard.

The Human Resources Department ensures that the health care professional evaluating an employee after an exposure incident receives the following:

- A copy of the regulation
- A description of the employee's job duties relevant to the exposure incident
- Route(s) of exposure
- Circumstances of exposure
- If possible, results of the source individual's blood test
- Employees' medical records, relevant to appropriate treatment, including vaccination status

The Health Care Professional provides the employee with a copy of the evaluating health care professional's written opinion with fifteen (15) days after completion of the evaluation.

PROCEDURES FOR EVALUATING THE CIRCUMSTANCES SURROUNDING AN EXPOSURE INCIDENT:

The Health Care Professional will review the circumstances of all exposure incidents to determine:

- Engineering controls in use at the time
- Work Practices Followed
- A description of the device being used
- Protective equipment or clothing that was used at the time of the exposure incident (gloves, eye shields, etc.)
- Location of the incident
- Procedure being performed when the incident occurred
- Employee training

If it is determined that revisions need to be made, the Human Resources Department will ensure that appropriate changes are made to this ECP.

EMPLOYEE TRAINING:

Pre-exposure training for all employees who have occupational exposure to bloodborne pathogens will be conducted by the Human Resources Department. Post-exposure training for all employees will be provided by the health care provider.

All employees who have occupational exposure to bloodborne pathogens receive training on the epidemiology, symptoms, and transmission of bloodborne pathogen diseases. In addition, the training program covers, at a minimum, the following elements:

An copy and explanation of the standard

An explanation of our ECP and how to obtain a copy

An explanation of methods to recognize tasks and other activities that may involve exposure to blood and OPIM, including what constitutes an exposure incident.

An explanation of the use and limitations of engineering controls, work practices, and PPE.

An explanation of the basis for PPE selection

Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine will be offered free of charge.

Information on the appropriate actions to take and persons to contact in an emergency involving blood or OPIM.

An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available.

Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident.

An explanation of the signs and labels and/or color coding required by the standard and used by the county.

An opportunity for interactive questions and answers with the person conducting the training session.

Training materials for Oconee County are available in the Human Resources Department.

RECORD KEEPING:

Training Records:

Training records are completed for each employee upon completion of training. These documents will be kept for at least three (3) years in the Human Resources Department.

The training records include:

- Dates of Training Sessions
- Contents or Summary of Training Sessions
- Names & qualifications of Persons conducting training.
- Names & job titles of all persons attend training sessions

Employee training records are provided upon request to the employee or the employee's authorized representative with fifteen (15) working days. Such requests should be addressed to the Human Resources Department.

Medical Records:

Medical records are maintained for each employee with occupational exposure in accordance with 29 CFR 1910.20, "Access to Employee Exposure and Medical Records".

The Human Resources Department is responsible for maintenance of the required medical records. These confidential records are kept in the Oconee County Human Resources Department, 415 South Pine Street, Walhalla, SC 29691 for at least the duration of employment plus thirty (30) years. Employee medical records are provided upon request of the employee or to anyone having written consent of the employee within fifteen (15) working days. Such requests should be sent to the Human Resources Department, 415 South Pine Street, Walhalla, SC 29691.

OSHA Record Keeping:

An exposure incident is evaluated to determine if the case meets OSHA's Record Keeping Requirements (29 CFR 1904). The determination and the record activities are done by the Human Resources Department, 415 South Pine Street, Walhalla, SC 29691.

APPROVED & ADOPTED on third and final reading this

Darryl R. Hamilton
Interim Supervisor-Chairman
Oconee County Council

Attest:

Opal G. Green
Council Clerk

FISCAL YEAR 2003-2004 SUPPLEMENTAL APPROPRIATIONS BUDGET CALENDAR

January 2004

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
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February 2004

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March 2004

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April 2004

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May 2004

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June 2004

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JANUARY 2004

- 01 Meet with Department Directors and request written notice of any funds operating shortages.
- 27 (3pm) Budget & Finance Committee Meeting, Budget Review

FEBRUARY 2004

- 01 (3pm) Budget & Finance Committee Meeting, Budget Review
- 03 (7pm) OCC Meeting, 1st Reading (Title Only)
- 10 (3pm) Budget & Finance Committee Meeting, Budget Review
- 16 Must approve Public Hearing for FY04 S/A on or before this date.
- 17 (3pm) OCC Meeting, 2nd Reading

MARCH 2004

- 02 (7pm) OCC Meeting, Public Hearing
- 09 (3pm) Budget & Finance Committee Meeting, Budget Review
- 15 (3pm) OCC Meeting, 3rd & Final Reading
- 23 Notification provided to Department Directors (as appropriate) of FY04 S/A as approved.

July 2004

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August 2004

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September 2004

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October 2004

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November 2004

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December 2004

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FISCAL YEAR 2004-2006 BUDGET CALENDAR

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February 2004

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March 2004

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April 2004

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May 2004

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June 2004

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ANJARY 2004

09 Distribute FY05 budget request packets to Department Directors.

FEBRUARY 2004

06 FY05 budget request packets due from Department Directors.
00 FY05 Budget Requests due from subunit agencies

MARCH 2004

01 Begin budget review by Supervisor/Chair.

APRIL 2004

01 Supervisor/Chair must submit amended budget to the OC Budget & Finance Committee.
700 Tri-County Technical College progress report and discussion of budget needs (Time Restaurant, Seneca).
13 (Sat) Budget & Finance Committee Meeting, Budget Review
15 (Sat) Budget & Finance Committee Meeting, Budget Review
20 (Sat) Budget & Finance Committee Meeting, Budget Review
27 (Sat) School District Budget Review / Budget Finalization

MAY 2004

04 (7pm) OGC Meeting, 1st Reading of Proposed FY05 Budget Ordinance
06 Budget & Finance Committee approved budget to be distributed to OC Department Directors
07 Budget & Finance Committee approved budget to be released to outside agencies (i.e. Direct Aid).
13 (Sun) Deadline to schedule appeals.
17 Public hearing must be advertised on or before this date.
19 (Sun) OGC Meeting, 2nd Reading of Budget Ordinance
18 Budget appeals detail to Budget & Finance Committee.
24 (Sat) Budget & Finance Committee Meeting, Review budget appeals.
25 (Sun) Budget & Finance Committee Meeting, Budget appeals

JUNE 2004

01 (7pm) OGC Meeting, Public Hearing
15 (7pm) OGC Meeting, 3rd & Final Reading of Budget Ordinance.
23 Final FY05 Budget distributed to Department Directors

July 2004

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August 2004

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September 2004

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October 2004

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November 2004

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December 2004

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To appear in
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Client
Seneca Light
& Power Mill
Install &
own poles
and lights
12'-13' high

Seneca, SC...Just named *The #1 small town in the Carolinas* by Retirement Lifestyles Magazine.

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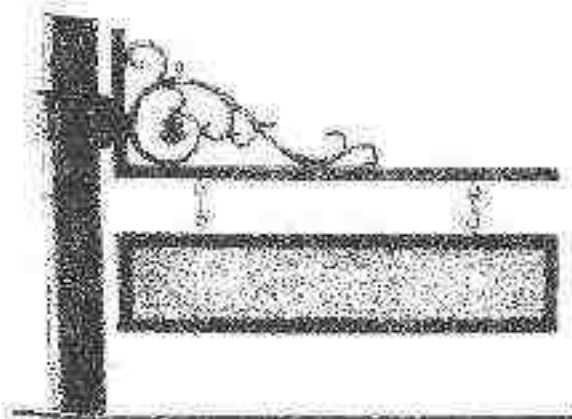
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Website: www.streetSMARTllc.com
 E-mail: jim@streetSMARTllc.com



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94 high

3" max
 1/2" style

- Handcrafted frames of the highest quality aluminum castings and extrusions are welded and blended for a custom appearance.
- Scroll made of cast aluminum with extruded frame.
- Removable end to accept D.O.T. standard street name blades, 6" or 9" high, 24" to 48" long up to 1/4" thick.
- One or two frames may be installed on a single 3", 4" or 5" round mounting collar @ 90 deg.
- Easy installation on 3", 4" or 5" O.D., straight, round poles, with no alterations to pole, by using our 3", 4" or 5" mounting collars.
- Stainless Steel hardware.
- Powder coat finish. (Medium Gloss Black Polyester Standard).
- Custom colors available.
- Applied Vinyl, aluminum, D.O.T. standard, street name blades available.



PROP NO 1 OF 1 FROM

PROPOSAL

NO 1444

PROPOSAL SUBMITTED TO Oconee County	PHONE 638-4313	DATE 10-20-03
STREET 415 Pine St	JOB NAME Baldwin Rd	
CITY, STATE AND ZIP CODE Walhalla, SC 29681	JOB LOCATION	
PROJECT	DATE OF PLAN	JOB PRICE

MS-16007, 10/20/2003, 11:00 AM EST

To shape up after milling machine is working and completed \$.74¢ by
 Milling Machine at Pavement Products & Services, Inc. proposed price.
 Testing at Froehling & Robertson, Inc. proposed price.
 All other cost at Contract price.

This price includes no ditch work, shoulder work, or grass replacement.

We are not responsible for any locating or relocating of utilities !!
 Warranty bond & Compaction test at cost.
 Milling of existing asphalt at cost.

We Propose hereby to furnish material and labor — complete in accordance with above specifications for the work of

Please refer to above notes and Oconee Co. Contract

Amount to be paid by owner

Net due upon completion of work

I understand and agree to the conditions of this proposal and I hereby accept the terms and conditions of this proposal. I understand that the price of this proposal is for the work specified and that I will be responsible for any change order and additional work. I understand that the price of this proposal is for the work specified and that I will be responsible for any change order and additional work. I understand that the price of this proposal is for the work specified and that I will be responsible for any change order and additional work.

Signed _____
 Date: This proposal may be accepted by the owner on _____ 03/03

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signed _____

QUOTATION



PAVEMENT PRODUCTS & SERVICES, INC.

107 PIEDMONT ROAD
 PIEDMONT, S.C. 29673
 (864) 233-1990
 (864) 233-9628 fax
 www.pareprod.com

TO: **HUBBARD PAVING**
 ATTN: **DAVID HUBBARD**
 PROJECT: **BALDWIN ROAD RECONSTRUCTION**
 LOCATION: **OCONEE COUNTY, SOUTH CAROLINA**

10/16/03

QUANTITY	UNIT	DESCRIPTION	UNIT \$	AMOUNT
7,470.00	SY	MILL EXIST ASPH PVMT, VAR DEPTH (3" MAX DEPTH, LEAVE IN PLACE)	\$1.00	\$7,470.00
TOTAL QUOTED AMOUNT				\$7,470.00

Mobilization: **INCLUDED**

Exclusions: Bond, Licenses, Permits, Engineering, Traffic Control, Hauling, & Clean-Up.

NOTES: Prices include Milling and Loading only to areas accessible to Milling Machine. Prices are based on a continued milling operation, any deviations will result in an hourly charge of \$350.00 per hour per 1/2 lane machine and \$500.00 per hour per full lane machine.

Please contact Larry Gill @ 864-233-1990 to schedule this project.

PAYMENT: Net 30

Authorized Signature


 Jack Haggard

Acceptance of Quotation:

Above prices are firm for 30 days from quotation date. Upon acceptance of stated prices and conditions, we will need one of the following to schedule this project; Subcontract, Purchase Order, or Signed Quotation. This Quotation will become an Amendment to any Subcontract Agreement.

Acceptance Signature _____

Date _____



FROEHLING & ROBERTSON, INC.
 GEOTECHNICAL • ENVIRONMENTAL • MATERIALS
 ENGINEERS • LABORATORIES
 "OVER ONE HUNDRED YEARS OF SERVICE"

1310 LOWMEDES HILL ROAD, GREENVILLE, S.C. 29607
 (803) 271-2840 FAX (804) 271-6124
 www.f&r.com

October 13, 2003

Mr. David Hubbard
 Hubbard Paving & Grading, Inc.
 56 North Highway 11
 Walhalla, South Carolina 29691

Reference: Proposal for Testing Services
 Baldwin Road Reconstruction Project
 Oconee County, South Carolina
 F&R Proposal No: 65-04-798

Dear Mr. Hubbard:

Froehling & Robertson, Inc. (F&R) is pleased to submit this proposal for performing materials testing services for Hubbard Paving during reconstruction activities for Baldwin Road in Oconee County. As we understand, the in-place asphalt will be milled, but left in-place and compacted as a roadway base material. Crusher run would then be installed and compacted in accordance with Oconee County project specifications.

F&R would be required on-site to obtain samples of the milled base material, perform in-place density tests on the millings and crusher run, and observe proofroll procedures for both the millings and crusher run. We have developed an estimated cost budget for these services based on information provided to us by phone, as detailed below:

- 5 visits by roadway technician @ 4 hr/each = 20 hrs x \$32/hr \$ 640.00
- Mileage – 5 trips @ 120 miles/each = 600 miles x \$0.40/mile \$ 240.00
- Standard Fractor – asphalt millings @ \$110.00/each \$ 110.00
- Engineering review and project management – 1.5 hours @ \$80/hr \$ 120.00

ESTIMATED BUDGET AMOUNT..... \$ 1110.00

We look forward to the opportunity of serving as the materials testing consultant on this project and continuing a working relationship with Hubbard Paving. If you have any questions, or any other information is needed, please contact us.

Sincerely,
FROEHLING & ROBERTSON, INC.

Steve Ad
 Steve Adelman, PE

Specialty Civil Services

HEADQUARTERS 3007 DUNBAR TOWN ROAD • BOX 21824 • RICHMOND, VA 23221-1824
 TELEPHONE (804) 264-2101 • FAX (804) 264-1822 • www.f&r.com

BRANCHES: ASHEVILLE, NC • BALTIMORE, MD • CHARLOTTE, NC • CHELSEA, VA
 DROLET, VA • HAYTTETVILLE, NC • FREDERICKSBURG, VA • GREENVILLE, SC
 HICKORY, NC • HUNTER, NC • POANOH, VA • STERLING, VA

Proposal For Materials Testing Services

October 13, 2003
P03-01-362SCHEDULE OF UNIT PRICESASPHALT/SOIL TESTING

Roadway Technician, per hour	\$ 32.00
Roadway Technician (Overtime Rate), per hour	\$ 42.00
Senior Technician, per hour	\$ 45.00
Senior Technician (Overtime Rate), per hour	\$ 55.00
Standard Proctor Compaction Test (ASTM D 698) on soils, per test	\$ 95.00
For stone base	\$ 110.00
Modified Proctor Compaction Test (ASTM D 1557), per test	\$ 115.00
Grain Size Analysis (Includes Wash No. 200 Analysis), per test	\$ 55.00
Atterberg Limits Tests (Includes Liquid Limit and Plastic Limit), per test	\$ 55.00
Nuclear Gauge Usage Charge, per day	\$ 20.00
Mileage, per mile	\$0.40

ENGINEERING SERVICES

Senior Engineer (P.E.), per hour	\$ 95.00
Registered Engineer (P.E.), per hour	\$ 80.00
Staff Engineer, per hour	\$ 68.00
Clerical Services, per hour	\$ 35.00