



# OCONEE LAW ENFORCEMENT CENTER

415 SOUTH PINE STREET  
WALHALLA, SC 29691  
(864) 638-4105

*Major Steve Pruitt, Director*

## MEMORANDUM

TO : Interim Supervisor Harry Hamilton and County Council Members

FROM : Major Steve Pruitt

DATE : March 9, 2004

SUBJECT: Request for Additional Funds

We are requesting additional funds for Department 106, Law Enforcement Center, for three (3) utility line items due to a projected shortfall for this fiscal year. These line items are: Gas & Fuel Oil, 010-106-30042; Electricity, 010-106-30043; and Water/Sewer/Garbage, 010-106-30044. Attached is a chart showing monthly usage and the estimated shortfall in these line items for the current fiscal year. We are requesting the following amounts:

Gas & Fuel Oil	\$ 446.00
Electricity	\$8,805.00
Water/Sewer/Garbage	\$ 961.00

Thank you for your consideration in this matter.

  
Major Steve Pruitt

**OCONEE LAW ENFORCEMENT CENTER (#106)  
REQUEST FOR ADDITIONAL FUNDS**

010-108-30042	GAS & FUEL OIL	010-108-30043	ELECTRICITY	010-108-30044	WATER/SEWER/GARBAGE
(Requested Amount: \$2,300.00)		(Requested Amount: \$44,925.00)		(Requested Amount: \$7,500.00)	
Approved Amount: \$1,900.00		Approved Amount: \$39,000.00		Approved Amount: \$7,500.00	
Paid thru	07/23/03	07/22/03	07/10/03	07/10/03	632.03
"	08/20/03	08/20/03	08/13/03	08/13/03	699.79
"	09/22/03	09/18/03	09/18/03	09/11/03	662.92
"	10/21/03	10/17/03	10/17/03	10/13/03	711.31
"	11/08/03	11/17/03	11/17/03	11/14/03	784.27
"	12/13/03	12/17/03	12/17/03	12/11/03	631.82
"	01/23/04	01/20/04	01/20/04	01/09/04	688.27
"	02/20/04	02/18/04	02/18/04	02/11/04	829.95
	<u>1,503.55</u>		<u>31,808.94</u>		<u>5,640.37</u>
Remaining Balance:	338.45	Remaining Balance:	7,130.08	Remaining Balance:	1,859.63
Monthly Average:	195.44	Monthly Average:	3,983.74	Monthly Average:	705.05
Amount needed for remaining 4 months:		Amount needed for remaining 4 months:		Amount needed for remaining 4 months:	
4 @ 195.44	<u>781.76</u>	4 @ 3,983.74	<u>15,934.96</u>	4 @ 705.05	<u>2,820.20</u>
Total	(\$445.31)	Total	(\$8,804.90)	Total	(3860.57)
<b>TOTAL AMOUNT REQUESTED:</b>	<b>\$446.00</b>	<b>TOTAL AMOUNT REQUESTED:</b>	<b>\$9,805.00</b>	<b>TOTAL AMOUNT REQUESTED:</b>	<b>\$961.00</b>

TRANSFER REQUEST FORM

GOONEE COUNTY, SOUTH CAROLINA

BUDGET REVISION FORM

DESCRIPTION REVISION FORM

2001 - 2004  
FISCAL YEAR

Back Quarry  
DEPARTMENT NAME

*[Signature]*  
SIGNATURE OF DEPARTMENT DIRECTOR

3/12/04  
DATE OF REQUEST

017-719-50841  
LINE ITEM ACCOUNT NUMBER

Equipment Leased/Revised  
LINE ITEM DESCRIPTION

\$11,000.00  
AMOUNT TO TRANSFER

EXPLAIN WHY THIS ITEM OR ITEMS IS NEEDED AND WHY IT WAS NOT BUDGETED FOR.

Need to rent two trucks with operators to strip overburden (dirt) from rock in the expansion area of the quarry. This was not originally budgeted for due to unforeseen growth in sales - up by \$376,873 to force this fiscal year. This has made it necessary to use all available equipment and personnel to haul and crush rock to meet increased demand, and unable to strike dirt to begin needed expansion.

WAS THIS ITEM PREVIOUSLY RPT FROM YOUR BUDGET DURING THE FISCAL PROCESS?  YES  NO

017-719-50841

LINE ITEM ACCOUNT NUMBER

Capital Equipment Replacemene

LINE ITEM DESCRIPTION

\$11,000.00

AMOUNT TO TRANSFER

LINE ITEM ACCOUNT NUMBER

LINE ITEM DESCRIPTION

AMOUNT TO TRANSFER

LINE ITEM ACCOUNT NUMBER

LINE ITEM DESCRIPTION

AMOUNT TO TRANSFER

WHY ARE THERE EXCESS FUNDS IN THIS ACCOUNT? WHAT ITEM WILL NOT BE RECEIVED THAT WAS APPROVED DURING THE BUDGET PROCESS?

\$350,000 was set aside to replace haul truck. The bid for the truck came in at \$296,715.

\$39,000 was then allocated to purchase and move a portable rock crusher from Ohio. This

leaves a balance of \$19,285 in this line item.

Approved by Finance - *[Signature]*

APPROVED

DENIED

APPROVED

UCHITO

*[Signature]*

*[Signature]*



## OCCONEE COUNTY REGIONAL AIRPORT

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March 9, 2004

Mrs. Opal Green  
Oconee County Council Clerk  
*Interdepartmental Mail*

**RE: Agenda Item for OCC 3/16/04**

Please find the attached letter from Upstate Aviation, LLC regarding a request to construct a corporate hangar at the Oconee County Regional Airport. If possible, I would like to address this issue with Council at the next meeting on March 16, 2004.

If you have any questions, please feel free to call

Sincerely,

Robert D. Banks  
Airport Director

Attachment

cc: Harry Hamilton, Supervisor  
Pat Kohout, Upstate Aviation, LLC

**UPSTATE AVIATION, LLC**

126 Chestnut Lane  
Central, SC 29630

Mr. Robert Banks  
Airport Manager  
Oconee County Regional Airport  
365 Airport Road  
Seneca, SC 29678

February 23, 2004

Dear Mr. Banks:

Upstate Aviation, LLC is interested in building a corporate hanger similar to the existing corporate hanger and the one being considered. Our understanding is that there is room next to the one being planned at this time.

Upstate Aviation presently owns a Cessna 414, which we want to base at Oconee Regional Airport.

We have reviewed the existing lease and are interested in entering an agreement under the same terms and conditions. We intend to construct a three bay hanger of approximately Nineteen Thousand (19,000) square feet at an estimated cost to be determined which matches or exceeds the quality of the existing corporate hanger. The builder will be the same General Contractor that built the existing hanger.

We look forward to meeting with you to discuss this opportunity. I will contact you this coming week to discuss our plans and the next steps necessary to move this project forward.

Sincerely yours,

  
Patrick R. Kohout

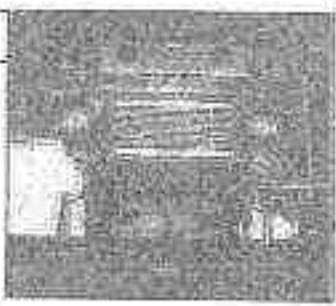












Ronald S. Burtis  
Oconee County Fire Chief

Thank you.

In reference to the bids on the turn out gear that we received, we took the bid from Slagle Fire Equipment and not Powell & Associates because the gears which Powell & Associates bid did not meet the spec that we put out for bid. We asked for bids on Globe Gear and Powell & Associates bid Tyroler Gear. The next lowest bid which met the spec was with Slagle Fire Equipment. The reasons why we prefer globe over tyroler is that all the county gear that we have out at this time is globe. We would like to keep to one brand name so that we only have to deal with one company for repairs. Also, when you mix different name brands of gear, coats and pants do get switched around; there is a good chance that a coat from one manufacturer will not work with the pants from another. This could be a safety issue if the proper protection is not obtained. That is the reason why we look that bid. If you have any further questions, please feel free to contact me.

Dear Ann,

TO: Procurement Office  
FROM: Ronald Burtis / County Fire Chief  
DATE: March 11, 2004  
SUBJECT: Turn Out Gear Bid

413 S. Pine Street  
Waynesville, South Carolina 29689  
Telephone: (864) 678-4200  
Fax: (864) 678-4200  
Frank Orsich  
District 3  
Terry Newlin  
District 2  
Esauel S.

Devin D. Vane  
County Fire Marshal  
Ronald S. Burtis  
County Fire Marshal  
Deputy Fire Marshal



REC-1159  
MAR 18 2004  
OCCONEE COUNTY  
PURCHASING DEPT

Charles Chalmers  
District 1  
Bobby Williams  
District 4  
Ronald Williams  
District 5



LEC Construction Project  
MB Kahn Contract

The following proposed changes were discussed with the Capital Projects Team on March 9, 2004. These are either firm or worst-case scenarios and we do not expect significant changes to these figures.

	DESCRIPTION		est/ actual cost	AMOUNT	BALANCE
3/4/04	Balance Capital Projects Fund - LEC thru CO #4				176,578.25
	Interest thru 2-17-04:			126,337.18	302,915.43
	<b>PR's</b>				
11	Revise Contact Visitation areas	81,310.00			
17	Modifications for roll up fire doors	2,000.00	est		
23	Add form E109A (EMA)	2,386.00			
24	Changes to 011 suite	1,938.00			
26	Add two fire dampers	1,000.00	est		
27	Misc steel framing for mechanical rooftop units	3,000.00			
28	Revised enclosed mechanical spaces	6,000.00			
29	Casework revisions	(8,174.00)			
30	Transfer duct revisions	0.00			
31	Security revisions	4,000.00	est		
32	Electrical revisions	2,000.00			
33	Add fan to Narcotics room	2,600.00	est		
34	Add CCTV monitor and intercom	6,800.00			
	<b>Subtotal PR's</b>	<b>108,860.00</b>		<b>(108,860.00)</b>	<b>194,055.43</b>
	<b>Other Anticipated Changes/Obligations</b>				
1	Parking lot lighting	1,000.00	est		
2	Paving	45,000.00	est		
3	BellSouth telephone service (split cable)	3,000.00	est		
4	30 day delay Phase 2 work may be delayed	unknown			
5	Design fee for PR's to date	14,182.00			
6	Grading landscaping				
7	Irrigation system				
	<b>Revised PO Amount</b>				
	Original PO amount (MB Kahn)	5,853,413.00			
	Change Order 1-4 (Includes PR's 1-9, 12-16, 18, 20, 22)	(118,911.00)			
	Proposed PR's	108,860.00			
	<b>Revised PO amount</b>	<b>5,843,362.00</b>			

NOTE: Acceptance of all of these changes would obligate the County to leaving the basement of the old LEC as space for EMA.

The Capital Projects Team also recommends that building be designated as Boone County Law Enforcement Center instead of the Boone County Public Safety Facility.

LEC Construction Project  
MB Kahn Contract

The following proposed changes were discussed with the Capital Projects Team on March 8, 2004. These are either firm or worst-case scenarios and we do not expect significant changes to these figures.

	DESCRIPTION		est/ actual total	AMOUNT	BALANCE
3/4/04	Balance Capital Projects Fund - LEC				178,578.25
	Interest thru 2-17-04			126,337.18	302,915.43
	<b>PR's</b>				
10	Provide Magistrate's office in existing LEC	31,761.00			
11	Revise Contact Visitation areas	81,310.00			
17	Modifications for roll up fire doors	2,000.00	est		
23	Add room E108A (EMA)	2,388.00			
24	Changes to 911 suite	1,938.00			
25	Ballistic glazing	30,776.00			
26	Add two fire dampers	1,000.00	est		
27	Misc steel framing for mechanical rooftop units	3,000.00			
28	Revised enclosed mechanical spaces	5,000.00			
29	Casework revisions	(3,176.00)			
30	Transfer duct revisions	0.00			
31	Security revisions	4,000.00	est		
32	Electrical revisions	2,000.00			
33	Add fan to Narcotics room	2,600.00	est		
34	Add CCTV monitor and intercom	6,900.00			
	<b>Subtotal PR's</b>	<b>171,387.00</b>		<b>(171,387.00)</b>	<b>131,518.43</b>
	<b>Other Anticipated Changes/Obligations</b>				
1	Parking lot lighting	1,000.00	est		
2	Paving	48,000.00	est		
3	BellSouth telephone service (split cable)	3,000.00	est		
4	30 day delay Phase 2 work may be delayed	unknown			
5	Design fee for PR's to date	14,182.00			
6	Grading landscaping				
7	Irrigation system				
	<b>Revised PO Amount</b>				
	Original PO amount (MB Kahn)	5,853,413.00			
	Change Order 1-4 (Includes PR's 1-9, 12-16, 18, 20, 22)	(118,911.00)			
	Proposed PR's	171,387.00			
	<b>Revised PO amount</b>	<b>5,705,889.00</b>			
<p>NOTE: Acceptance of all of these changes would obligate the County to leaving the basement of the old LEC as space for EMA.</p> <p>The Capital Projects Team also recommends that building be designated as Coconoe County Law Enforcement Center instead of the Coconoe County Public Safety Facility.</p>					

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROCLAMATION

WHEREAS, the County of Oconee prides itself on giving back to the community, contributing to the quality of life among our citizens; and

WHEREAS, Foothills Alliance, the Guardian ad Litem Program, Collins Home & Family Services, Solicitor's Office, Prevent Child Abuse, the Department of Social Services, Sheriff's Office and Police Departments join together to promote awareness of the tragedy of child abuse, sexual assault and violence; and

WHEREAS, hundreds of children and adults in the Oconee area suffer from some form of violence each year; and

WHEREAS, through a national effort, Oconee County community members are encouraged to join together to raise awareness throughout the month of April for those fallen victims; and

WHEREAS, this effort will give these survivors in our community and around the country a chance for a safe and positive future.

NOW THEREFORE, WE, the Oconee County Council and Supervisor, by virtue of vested authority do hereby proclaim April 2004 as

*OCONEE COUNTY CHILD ABUSE PREVENTION MONTH, SEXUAL ASSAULT  
AWARENESS MONTH AND VICTIMS' RIGHTS MONTH*

in Oconee County, and in doing so, urge all citizens to join in a national effort to raise awareness and help prevent violence.

ADOPTED ON FIRST & FINAL READING this 16<sup>th</sup> day of March 2004.

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Harry R. Hamilton  
Interim Supervisor-Chair  
Oconee County Council

Attest:

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Opal O. Green  
Clerk to Council

**OCONEE COUNTY COUNCIL**

**RESOLUTION 2004-\_\_**

**WHEREAS**, Oconee County owns real property adjacent to the City of Seneca upon which is located Oconee Memorial Hospital; and

**WHEREAS**, Oconee County, the Oconee County Sewer Commission and the City of Seneca entered into an Intergovernmental Agreement concerning sewer service in the Village of Newry on December 1, 1999; and

**WHEREAS**, pursuant to the Intergovernmental Agreement dated December 1, 1999, the County is responsible for any losses by either the City of Seneca or the Oconee County Sewer Commission related to the sewer aspect of the Newry project; and

**WHEREAS**, the City of Seneca has agreed to accept ownership and all past, present and future responsibilities for the Newry sewer system in consideration of the County agreeing to annex the County hospital property; and

**WHEREAS**, if the City of Seneca accepts the annexation of the County hospital property, Oconee Memorial Hospital will receive substantial operating savings;

**NOW THEREFORE, BE IT RESOLVED**, that the Oconee County Council hereby petitions the City of Seneca to annex the County hospital property into the City of Seneca and encourages Oconee Memorial Hospital to annex its property into the City of Seneca. Further, the Supervisor of Oconee County is hereby authorized to sign the petition for annexation and any other documents necessary for annexation.

**ADOPTED ON FIRST AND FINAL READING** this 16<sup>th</sup> day of March, 2004 by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_  
Harry Hamilton  
Oconee County Supervisor

Attest:

\_\_\_\_\_  
Opal O. Green  
Council Clerk



OCONEE COUNTY COUNCIL

ORDINANCE NO. 2004-02

AN ORDINANCE REORGANIZING THE

OCONEE COUNTY RURAL FIRE COMMISSION

AND REPLACING ORDINANCE NO. 2001-07

BY OCONEE COUNTY COUNCIL, in Council duly assembled, with a quorum present and voting, and upon third and final reading as indicated below,

BE IT ORDAINED:

Section 1: Name, Purpose, Effective Date

This Ordinance shall be known, in addition to its number, as "An Ordinance to reorganize the Oconee County Rural Fire Commission", and shall become effective upon third and final reading and passing of this Ordinance by County Council.

The purpose of this Ordinance is to replace Ordinance number 2001-07, and to reorganize the Oconee County Rural Fire Commission, with the duties and authority herein provided.

Section 2: Membership

*Approved  
by Council  
on 02*  
The membership of the Oconee County Rural Fire Commission shall be seven (7) in number, one (1) each from six (6) sub-districts made up of three (3) rural fire districts, and the Chairman of the Fire Chiefs Association, duly elected from its membership. The candidates for the Fire Commission must be active and participating members of their respective district and be certified firefighters according to all existing state and county standards. For purposes of this section of this Ordinance, all 17 Rural Fire Districts and the Oconee County Hazardous Materials Team shall be assigned a sub-district affiliation by the current Fire Commission. The affiliation assignments shall be approved by the County Council.

The elected members of the Commission must be ratified by a majority vote of the membership of the Oconee County Council voting in session.

No member of the Commission shall be an elected official of a governing body with any jurisdiction over a fire station or fire department in Oconee County.

Section 3: Term of Members



Each Member of the Commission shall serve for a term of two (2) years.

#### Section 4: Organization, Meetings, Officers

The Oconee County Rural Fire Commission shall meet at least once each month, at a time and place selected by the Membership thereof, excepting that upon vote of a majority of its Members, two (2) meetings per year may be suspended and waived.

Within sixty (60) days of the passage of this Ordinance and thereafter, at the January meeting of each year, there shall be selected a Chairman, a Vice Chairman and a Secretary, together with such other officers as the Commission may deem necessary, and these officers shall serve for a period of one (1) year or until their successors are duly elected and qualified. Vacancies in any such office by reason of death, resignation or replacement shall be filled for the unexpired term of the officer whose position becomes vacant.

In addition, the Commission may duly adopt such By-Laws as may be necessary for the orderly performance of its duties and functions. Any By-Laws which may be adopted by the Commission for the orderly performance of its duties shall comply with the provisions of the general law of the State of South Carolina and this Ordinance, and of all other Ordinances of Oconee County, including but not limited to the Freedom of Information Act.

#### Section 5: Powers and Duties

The duties of the Oconee County Rural Fire Commission shall be, *inter alia*, as follows:

- (a) To advise Oconee County Council on any matter affecting the operation and activities of the various rural fire departments of the County; to formulate plans and advise upon the operation and maintenance of the rural fire departments and their equipment, personnel and training; to cooperate with state and federal agencies, and agencies of adjoining Counties of our area or region in providing adequate rural fire protection; the operation and coordination of the activities of the various rural fire departments of the County is an overall part of protection of the citizens of the County in cooperation with the law enforcement and other emergency agencies and departments of county, state or federal government.

The Commission shall submit its advice and counsel in the form of written reports to Council monthly, summarizing the activities, findings and functions of the Commission, together with the agenda for the next meeting, all of which shall be in the hands of the Supervisor of the County or his/her designee within a reasonable time. In no event, however, shall this Commission enter into any contracts, contractual obligations, employment of personnel, purchase of equipment or expenditures of funds not itemized and authorized in the budget.

under which it shall operate, without the prior written consent, affirmation and authorization of Oconee County Council. In any event, the power and authority to enter into any contract binding Oconee County is vested with and shall remain in the Supervisor and Oconee County Council and is not herein delegated to this Commission.

- b) To participate in the formulation of the budget and budgetary appropriations affecting the area of concern of this Commission.
- c) To prepare plans and recommendations to Oconee County Council in the area of its activity, with recommendations for the implementation of such plans.
- d) To advise and recommend the employment of County employees to County Council, whose employment is within the area and scope of its activities.
- e) To establish Standard Operating Procedures for the rural fire departments in Oconee County that receive funds from Oconee County or use equipment owned by Oconee County. The Standard Operating Procedures shall be approved by County Council. In establishing the Standard Operating Procedure, the Commission should include a Grievance Procedure which establishes the Commission as the final authority within the Rural Fire Commission hierarchy on all issues appealed by a member of a rural fire department or a department itself. If a member of a rural fire department or a department wishes to appeal a decision of the Commission, the appeal shall be to County Council.
- f) To generally advise Oconee County Council on any matter within the scope of its activities, which would tend to improve the efficiency and beneficial operation of the County government in the field of activity with which the Commission is concerned.
- g) To visit each Rural Fire Department that the Commissioner represents at least once every three months and have monthly meetings with the fire chief of the three rural fire departments that he/she represents.

Any advice or recommendations to Oconee County Council may be prepared and presented orally by the Chairman of the Commission at a regularly scheduled meeting of Council after due notice for agenda purposes, or in writing forwarded to the Supervisor-Chairman of the Oconee County Council for dissemination to Council members.

#### Section 6: Salaries and Funding

Each member of the Oconee County Rural Fire Commission shall be paid the sum of one hundred (\$100) dollars per year, plus expenses for out of County travel, as sole compensation. Any expense item or claim for same shall first be approved by the

Chairman of the Commission unless the same is made by the Chairman, and submitted for approval and payment to County Council. In no event shall any Member of the Commission be entitled to any other compensation, direct or indirect, for services on the Commission and such Member shall not provide any services, materials, products, goods or equipment to the County unless the same is sold or offered for sale in accordance with existing County and State purchasing procedures.

DONE AND RATIFIED on First Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by a vote of:

\_\_\_\_\_ : YES

\_\_\_\_\_ : NO

\_\_\_\_\_  
Clerk

DONE AND RATIFIED on Second Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by a vote of:

\_\_\_\_\_ : YES

\_\_\_\_\_ : NO

\_\_\_\_\_  
Clerk

DONE AND RATIFIED on a Third and final Reading this \_\_\_\_\_ day  
of \_\_\_\_\_, 1904, by a vote of

\_\_\_\_\_ of YES

\_\_\_\_\_ of NO

\_\_\_\_\_  
Chairman-Supervisor

Attest:

\_\_\_\_\_  
Clerk

OCONEE COUNTY COUNCIL

ORDINANCE NO. 2004-

AN ORDINANCE SETTING FORTH AN OCONEE COUNTY COMPUTER/  
INTERNET/EMAIL POLICY

BY OCONEE COUNTY COUNCIL, in Council duly assembled, with a quorum present and voting, and upon third and final reading as indicated below.

BE IT ORDAINED:

Section I. Name, Purpose, Effective Date

This Ordinance shall be known, in addition to its number, as "An Ordinance Setting Forth the County Computer/Internet/Email Policy, and shall become effective upon third and final reading and passing of this Ordinance by County Council."

Section II. Definitions

For purposes of this Ordinance, the term "COMPUTER SYSTEM" is defined as any county-owned computer, peripheral or network including but not limited to a handheld, laptop, desktop, server, printer, scanner, router, hub, or data transmission line or any device connected to any component of the system. Non-county owned equipment connected to any component of a county-owned computer system is included in this definition. This policy applies to all officers, employees and elected officials of the County of Oconee, whether or not during normal business hours and whether on County of Oconee premises or elsewhere. As used in this Ordinance, "county" refers to the County of Oconee, a local government entity of the State of South Carolina.

Section III. The County hereby adopts the following policy:

1. County of Oconee computer systems are for the purpose of providing governmental services to the people of Oconee County. Employees, officers and officials will use them for this purpose and no other reason. Access to computer systems and networks owned or operated by Oconee County imposes certain responsibilities and obligations on county employees and officials (hereinafter termed "users") and is subject to state government policies, local, state and federal laws. Acceptable use always is ethical, responsible, efficient, legal, reflects honesty, and show restraint in the consumption of shared resources. It demonstrates respect for intellectual property, ownership of information, system security mechanisms, and the individual's rights to privacy and freedom from intimidation, harassment, and unwarranted annoyance.

2. Users may be subject to limitations on their use of county computer systems as determined by the appropriate supervising authority (Chief Administrative Officer of Oconee County, Department head, Info Tech or their designee).

3. Use of a computer system or network services provided by the County may be subject to monitoring for security and/or network management reasons and to ensure that users are utilizing the system responsibly. The County retains the right with or without cause and with or without notice, to access or monitor any information or communications stored on or passing through a computer system. Users of these services are therefore advised of this potential monitoring, agree to this practice and understand that they have no expectation of privacy regarding any information or communications stored on or passing through the computer system. Oconee County has the right but not the duty to monitor communications passing through its computer systems, at its sole discretion. Employees should never place information they intend to be personal or private on any County of Oconee computer system.

4. Users who violate any copyright declarations or software licensing requirements are acting outside the course and scope of their employment or other authority and Oconee County, South Carolina is relieved of any legal responsibility therefore. Users will be personally responsible and liable for such infringing activities.

5. The use of County of Oconee computer systems is a privilege, not a right. By participating in the use of networks and computer systems provided by Oconee County, users agree to be subject to and abide by this policy regarding their use. Willful violation of this principles and provisions of this policy may result in loss of privileges and disciplinary action, including suspension without pay or termination from employment.

6. All users share responsibility for ensuring system security, protecting valuable data and controlling access to confidential information.

7. If there are questions or specific needs for going outside the limitations on usage, submit them THROUGH YOUR DEPARTMENT HEAD for appraisal and they shall forward on to IT department if warranted.

#### Specific Provisions:

8. Users of the Computer System shall:

a) Use the computer system and network only for official county business and access only files and data that are their own, that are publicly available, or to which they have authorized access.

b) Refrain from monopolizing systems, overloading networks with excessive data or wasting computer time, connect time, disk space, printer paper, manuals or other resources.

c) Protect their USERID, passwords, and system from unauthorized use.



d) Assume responsibility for any charges associated with billable services unless appropriate authorization has been obtained.

e) Exercise appropriate discretion in composing and sending any e-mail messages. Electronic mail messages transmitted on county-owned equipment and networks may be subject to public release pursuant to the Freedom of Information Act or subpoena. Forwarding personal communications of another should be done only with the author's consent.

f) Comply with instructions for virus protection, password selection and security, and other security matters as directed by Information Technology. This will include, but is not limited to, using approved virus scanning software to check computer files from outside sources.

g) Report any violations of this policy by others to their immediate supervisor, department head or Information Technology.

9. Users of the Computer System shall not:

a) Use any computer system for illegal, unlawful, or immoral purposes or to support or assist such purposes. Examples of this would be the transmission, accessing, dissemination or intentional or knowing receipt of violent, threatening, harassing, defrauding, sexually explicit, vulgar, pornographic, obscene or otherwise illegal or unlawful materials. This may include photographs, cartoons, jokes or other visual depictions, written material, or audio output. Displaying images, sound or text that disrupts, harasses or distresses other users or employees is forbidden.

b) Use mail or messaging services to harass, intimidate or otherwise annoy another person or to send messages expressing potentially offensive, libelous, slanderous, discriminatory or defamatory comments about individuals, social policies or religion.

c) Use any computer system or network for private, recreational or non-governmental purposes including but not limited to the conduct of personal commercial transactions, solicitations or promotions, playing games, gambling, downloading music files, listening to internet radio, etc.

d) Use the computer system or networks for commercial or partisan political purposes.

e) Use the computer system or networks or other county equipment for personal gain such as selling access to a USERID or by performing work for profit with county resources in a manner not authorized by the County.

f) Use the network to disrupt network users, services or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising,



propagation of computer "worms" and viruses, and sustained high volume network traffic, which substantially hinders others in their use of the network.

g) Attempt to circumvent or subvert any computer system or network security measures or otherwise gain or attempt to gain unauthorized access into a computer system or files.

h) Intercept network traffic for any purpose unless engaged in authorized network administrative duties.

i) Make, download, reproduce, disseminate or use illegal copies of software, text, images or other mediums in violation of fair use provisions, software licenses, copyright or trademark laws nor shall they store such copies on county systems, or transmit them over county networks. This includes MP3 music files.

j) Divulge your county email/web address for non-county business. This includes, but is not limited to, registering for promotional items, contests, drawings, surveys.

k) Participate in chain mails. This includes sending mail to ALL that is not of emergency or pressing interest to county employees.

l) Use email or instant messaging systems other than those provided by the County. Some 3<sup>rd</sup> party webmail and instant messaging programs have security flaws and can potentially bring in harmful code. Use of these will be considered willful circumvention of security and dealt with severely.

m) Damage computer system hardware, software or data nor alter hardware, software or data without authorization.

n) Allow access to any computer system or network by unauthorized persons nor provide passwords or information about security measures to others.

16. All users of the Computer System shall sign the following:

I have read the Orange County Computer/Internet/E-mail Ordinance and Policies therein and will abide by it. I understand that a violation of this policy may result in loss of privileges and/or disciplinary action (e.g. oral or written reprimand, suspension without pay, termination of employment) and/or civil action and/or criminal prosecution.

I am requesting: Please check all that apply

propagation of computer "worms" and viruses, and sustained high volume network traffic, which substantially hinders others in their use of the network.

g) Attempt to circumvent or subvert any computer system or network security measures or otherwise gain or attempt to gain unauthorized access into a computer system or files.

h) Intercept network traffic for any purpose unless engaged in authorized network administrative duties.

i) Make, download, reproduce, disseminate or use illegal copies of software, text, images or other mediums in violation of fair use provisions, software licenses, copyright or trademark laws nor shall they store such copies on county systems, or transmit them over county networks. This includes MP3 music files.

j) Divulge your county email/web address for non county business. This includes, but is not limited to, registering for promotional items, contests, drawings, surveys.

k) Participate in chain mails. This includes sending mail to ALL that is not of emergency or pressing interest to county employees.

l) Use email or instant messaging systems other than those provided by the County. Some 3<sup>rd</sup> party webmail and instant messaging programs have security flaws and can potentially bring in harmful code. Use of these will be considered willful circumvention of security and dealt with severely.

m) Damage computer system hardware, software or data nor alter hardware, software or data without authorization.

n) Allow access to any computer system or network by unauthorized persons nor provide passwords or information about security measures to others.

10. All users of the Computer System shall sign the following:

I have read the Oconee County Computer/Internet/E-mail Ordinance and Policies therein and will abide by it. I understand that a violation of this policy may result in loss of privilege and/or disciplinary action (e.g. oral or written reprimand, suspension without pay, termination of employment) and/or civil action and/or criminal prosecution.

I am requesting: Please check all that apply.

Internet web access

Internet download (ftp)

Electronic mail

Please specify your preferred email name: \_\_\_\_\_

External dial up network privileges (ability to dial in from home or external office)

Access hours: part of the security measures Info Tech is implementing is locking out users during off hours. Individual access can be extended temporarily during projected overtime periods:

8:00 AM - 5:30 PM (standard)

7:00 AM - 11:00 PM (extended recommended for department heads and those required for evening council sessions for example)

Unlimited hours

Monday-Friday

Weekend

DATE: \_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_

DEPARTMENT SIGNATURE: \_\_\_\_\_

DONE AND RATIFIED on First Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by a vote of:

\_\_\_\_\_ : YES

\_\_\_\_\_ : NO

\_\_\_\_\_, Clerk

DONE AND RATIFIED on Second Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by a vote of:

\_\_\_\_\_ : YES

\_\_\_\_\_ : NO

\_\_\_\_\_, Clerk

DONE AND RATIFIED on a Third and final Reading this \_\_\_\_ day  
of \_\_\_\_\_, 2004, by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_  
Chairman-Supervisor

Attest:

\_\_\_\_\_  
Clerk

**STATE OF SOUTH CAROLINA**

**COUNTY OF OCONEE COUNTY**

**ORDINANCE 2004-**

**AN ORDINANCE TO AMEND ORDINANCE 2000-06, THE OCONEE COUNTY ORGANIZATIONAL ORDINANCE**

**WHEREAS**, Ordinance 2000-06, is the Oconee County Organizational Ordinance Manual; and

**WHEREAS**, it is the purpose of this ordinance to establish a transition method from the Council-Supervisor form of government to the Council Administrator form of government;

**BE IT ORDAINED** by the Oconee County Council, in session, duly assembled and with a quorum present and voting, that the Oconee County Ordinance 2000-06, is hereby amended as follows:

*Narrative basis for proposed changes*

(The intent of modifications to the Organizational Ordinance will be to provide a framework and transition to the Council Administrator form of government. Council shall also bolster its authority to control the functions of the County during the transition period to ensure Council retains the authority to schedule meetings and transact the business of the County.)

**STATE OF SOUTH CAROLINA**

**COUNTY OF OCONEE COUNTY**

**ORDINANCE 2004-**

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

**WHEREAS**, Ordinance 97-14, as amended, is the Oconee County Personnel Policies and Procedures Manual; and

**WHEREAS**, it is the purpose of this ordinance to establish a transition method from the Council-Supervisor form of government to the Council Administrator form of government;

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

Wherever the term "County Supervisor" or "Supervisor", with the intent of referring to the position of County Supervisor shall appear, there shall be substituted the term "County Administrator" effective January 1, 2005.

It is Council's desire to ease the transition from the Council-Supervisor form of government to the Council-Administrator form such that effective July 1, 2004 the County Supervisor shall confer with Council prior to any changes in employees or employment practices. Council shall retain the right to review any and all personnel actions occurring during the period July 1, 2004 until January 2, 2005. This action is being undertaken to accommodate the intent of County Council to provide the County Administrator with a seasoned and effective workforce.



(Revised 3/11/04)

STATE OF SOUTH CAROLINA

)

INTERGOVERNMENTAL

)

AGREEMENT

COUNTY OF OCONEE

)

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between OCONEE COUNTY, South Carolina, hereinafter called "the County"; and PIONEER RURAL WATER DISTRICT, hereinafter called "Pioneer", and the OCONEE COUNTY SEWER COMMISSION, hereinafter called "the Commission", and it is hereby contracted and agreed by and between the parties hereto as follows:

#### ARTICLE I

The governing body of each of these entities has found this Agreement to be in the best interest of the public and each has approved this Agreement and authorized its execution by the undersigned officers.

NOW THEREFORE, for and in consideration of the terms and conditions herein, the parties do hereby agree as follows:

#### FACTUAL BACKGROUND

##### Section 1.01

1) PIONEER is a special purpose district duly chartered by the State of South Carolina and pursuant to applicable constitutional and statutory provisions relative thereto, specifically Act No. 371 of 1965. PIONEER has heretofore established and now operates a public water system, which generally serves the entire area of its territory as described by S.C. Code Section 6-13-210 and populated areas immediately adjacent thereto.

2) The COUNTY is a body corporate and politic which is governed by a County Council and which, by virtue of Section 16 of Article VIII of the Constitution of the State of South Carolina,

as well as other enabling legislation, is fully empowered to enter into this Intergovernmental Agreement.

3) The COMMISSION is a Commission created by S.C. Legislative Act in 1971 and currently organized pursuant to Oconee County Ordinance 78-2 whose primary function is to transport and treat wastewater and to collect wastewater in accordance with this Agreement.

4) As a means of setting forth the matters of essential inducement which have resulted in the making of this Intergovernmental Agreement, the parties hereto agree that the pertinent facts with respect thereto are set forth in the remaining sections of this Article.

5) The County and Pioneer agree that it is in the best interest of both the County and Pioneer for there to be controlled industrial and residential growth in the unincorporated areas of Oconee County. The County and Pioneer agree that in order for there to be controlled industrial and residential growth in the unincorporated areas of Oconee County that water and sewer infrastructure will be necessary.

6) The County and Pioneer agree that nothing in this Intergovernmental Agreement shall be construed as an impediment to annexation by the various Cities of Oconee County. The parties agree that Pioneer may make connection to the Pioneer water system contingent upon the water customer becoming a member of the District, notwithstanding the provisions of Section 4.05 herein.

7) The County and Pioneer agree that the intent of the Agreement is:

(a) To facilitate the working together of the County, the Cities, the Commission and Pioneer for their mutual benefit and progress through the expansion of sewer systems and water systems.

(b) To protect the Cities from the costs related from system expansions outside of municipal limits, unless the cities decide to expand their systems outside of their municipal limits.

(c) To assure fair treatment for entities wishing to connect to the water and sewer system and receive water and sewer service.

(d) To state that the County, Commission and City understand that a different rate structure should apply for water and/or sewer service outside of a City's municipal limits and that Pioneer, the Cities and Commission should receive a return for providing water and/or sewer service, and that this return is essential for maintaining the current system and for expansion of the system.

## ARTICLE II

### DEFINITIONS

#### Section 2.01

In this Intergovernmental Agreement, unless a different meaning appears from the context:

- 1) AGREEMENT shall mean this document, duly executed by the parties, and all amendments hereinafter made.
- 2) ARTICLES, SECTIONS and PARAGRAPHS mentioned by number are the respective Articles, Sections and Paragraphs so numbered.
- 3) CITY and CITIES shall mean the Town of Salem, the City of Seneca, the City of Walhalla, the City of Westminster and the City of West Union.
- 4) COLLECTION SYSTEM are those whose primary function is the collection of sewage from multiple and individual users in pipes eight (8") inches in diameter or larger with a manhole. Collection systems would normally include areas such as subdivisions, or streets where numbers of users exist, and from where sewage must be collected.
- 5) COMMISSION shall mean the Oconee County Sewer Commission.
- 6) COUNTY shall mean Oconee County.
- 7) DHEC shall mean South Carolina Department of Health and Environmental Control.

- 8) EPA shall mean the Environmental Protection Agency, an agency of the United States Government.
- 9) FORCE MAINS shall mean the discharge pipes from sewer pump stations that transport sewer under pressure, as contrasted to gravity lines which transport sewer by the natural fall of water in a downhill direction.
- 10) OCSC shall mean the Oconee County Sewer Commission.
- 11) PARTY OR PARTIES shall mean the signatories to this Intergovernmental Agreement and their successors and assigns.
- 12) PIONEER shall mean Pioneer Rural Water District.
- 13) PUBLICLY OWNED TREATMENT WORKS or POTW shall mean any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a municipal or regional treatment plant.
- 14) SERVICE CONNECTION shall mean a connection from an individual sewer user to a sewer main. Service connections are primarily mechanical connections of a smaller diameter sewer lateral to the larger diameter sewer main, as compared to connecting the lateral to a manhole.
- 15) SEWAGE TREATMENT PLANT shall mean any arrangement of devices and structures used for treating sewage.
- 16) SEWER MAIN shall mean an eight (8") inch or larger diameter pipe to which service lines may be connected, or through which collected sewage may be transported.
- 17) SINGLE SERVICE LINE shall mean a single line that serves only one customer that is owned by the individual customer and whose line is less than eight (8") inches in diameter.

18) **TRANSPORTATION FACILITIES** shall mean those facilities whose primary function is the pumping or moving of sewage from the collection system to the treatment plant. This does not mean that there are not individual users added anywhere on the transportation system, only that the primary function is the transport or movement of sewage, not collection.

19) **TRUNKLINES** shall mean the (usually) larger diameter gravity sewer pipes used for transportation of sewage. Collection systems would normally discharge into trunklines or into pump stations that would discharge into trunklines.

20) **DEFINITION OF FEES:**

One Time Fees

(a) "Connection Fee" or "Tap Fee" is a fee charged to the user for the cost of physically connecting to the sewer system. This fee shall be set by the OCSC or Pioneer (depending on the entity that owns the sewer main to which the connection is being made) based on the actual cost to the utility for connecting to the sewer system. Pioneer's Connection Fee or Tap Fee shall be uniform throughout the Pioneer's sewer system.

(b) "Treatment Impact Fee" is a fee charged for the user's allocation of treatment capacity in the treatment plant. This fee shall be based on a uniform formula throughout the Commission and Pioneer system. This fee shall be set by the OCSC in accordance with Oconee County Ordinance 89-6 which references DHEC contributory guidelines.

(c) "Municipal Collection System User/Impact Fee" is a fee charged for the user's allocation of transportation capacity in the existing Municipal collection system. This fee shall be set by the City in accordance with DHEC contributory guidelines.

(d) "Oconee County Sewer Commission Collection System Impact Fee" is a fee charged for the user's allocation of capacity in the OCSC collection system. This fee shall be set by the OCSC in accordance with DHEC contributory guidelines.

#### Monthly Fees

The user will be charged a monthly fee by the Pioneer or the OCSC, depending upon the line to which the user connects. Pioneer and/or the OCSC shall set monthly fees based upon zones in which the user exists. The following list are factors Pioneer and/or OCSC will consider in setting monthly fees.

(a) "Billing Fee" is an administrative cost associated with billing by Pioneer.

(b) "Depreciation" is the cost of the declining value and need for future replacement or refurbishment of the facilities, based on the expected life of the facilities. Depreciation shall be based on the actual cost of the new system and shall be funded at in accordance with standard accounting practices. Collection systems shall be depreciated over fifty years and Trunklines, Force Mains, and Pump Stations shall be depreciated over twenty (20) years.

(c) "Collector lines operation and maintenance (O&M)" is the cost of personnel, repairs, chemicals, utilities and other costs associated with the running and upkeep of equipment or facilities associated with the collection system to which the user is connected. (This is the O&M for the system expansion itself.)

(d) "Pumping charge" is the cost of the O&M on the pumps used by Pioneer to transport the sewage to the OCSC system.



(e) "Reimbursement fee" is a portion of the project capital cost that would be collected and returned to the County (could be part one-time fee and part monthly flow-based fee).

(f) "Transportation fee" is the cost of transporting the sewage through Pioneer system and includes VJ charges. This represents the cost of transporting sewage from a system or project through a Pioneer system. This does not include pumping charge.

(g) "Treatment fee" is a fee charged for the cost of the treatment of the sewage by the OCSC. This fee shall be set by the OCSC.

### AGREEMENT

The COUNTY, COMMISSION and PIONEER mutually agree, each with the other, as follows:

### ARTICLE III

#### AGREEMENT CONCERNING SEWER

This Article shall only apply to sewer issues.

#### Section 3.01

The COUNTY, through the COMMISSION and/or the Commission, may construct, own and operate a sewer collection and transportation system in the unincorporated areas of Oconee County. The COUNTY and the COMMISSION agree that PIONEER shall have the first option to construct and/or own and operate sewer lines in the unincorporated areas of the COUNTY, subject to Section 3.02 herein. Nothing in this section or in this Agreement shall be construed as creating an obligation on the CITY, COUNTY, COMMISSION or PIONEER to construct a sewer line.

Section 3.02

The CITIES, COUNTY, PIONEER AND COMMISSION agree that the public entity providing water in an unincorporated area of the County shall have the first right to construct and own and operate sewer lines in that area. In the event that said entity declines to construct, own and operate said sewer line, any other party to this Agreement may exercise the right to construct, own and operate the sewer line. If two or more parties to this Agreement decide to construct, own and operate said sewer line, the Commission shall decide which entity shall be entitled to said line and the Commission's decision shall be final.

Section 3.03

In the event that PIONEER wishes to accept sewer lines owned and operated by the COMMISSION, PIONEER shall have the right to accept said lines based on the following if the COMMISSION agrees to allow PIONEER to accept said lines.

- a. In the event that the County or the OCSC is receiving a Reimbursement Fee as defined herein, Pioneer shall collect said fees from the users of the system and remit the fee to the County or OCSC until such time as Reimbursement has been paid in full.
- b. Pioneer may pay to the County or OCSC the County's or OCSC's actual cost for the system minus any amount the County or OCSC's has been reimbursed for the cost of the system.
- c. If the County or OCSC has not expended funds for the system (ie, the system was paid for by grant money or the owner/developer), Pioneer may accept the system at no cost to Pioneer.
- d. The County and OCSC may agree to allow Pioneer to accept the system at no cost even if the County and/or OCSC has paid for the construction of the system.

Section 3.04

In the event that the COMMISSION has a customer on Pioneer water that connects to the County/Commission sewer system, Pioneer agrees to bill said customer for sewer services at a rate to be determined by the COMMISSION. PIONEER shall be entitled to receive an administrative fee for providing the billing service. This fee shall be negotiated between Pioneer and the OCSC.

Section 3.05

PIONEER agrees to allow the COUNTY, through the COMMISSION, and the COMMISSION to connect its sewer lines to Pioneer sewer lines for transportation to a wastewater treatment plant operated by the COMMISSION.

Section 3.06

The COUNTY, PIONEER and the COMMISSION agree that any entity (person, business, corporation, partnership, etc.) who requests to connect to an existing PIONEER or COMMISSION sewer line shall have the right to connect to the COMMISSION or PIONEER system IF said entity satisfies the requirements set forth below:

- a) Entities requesting to connect to a COUNTY or PIONEER line must have a feasibility study done by an engineer licensed in the State of South Carolina to determine the probable cost of the system, the impact on down-stream facilities, and a basic design of the system sufficient to handle the entity's needs, including any desired future flow increases based on growth. The study shall be presented to the COUNTY, COMMISSION, and PIONEER (where applicable). A feasibility study shall not be required if the new line is a single residential service

line and the maximum sewage output will be less than 400 gallons per day. The necessity of having a feasibility study may be waived by mutual consent of the COMMISSION and PIONEER (where applicable). PIONEER'S consent to waive a feasibility study will be necessary when any sewage from the prospective entity will flow through a line owned by PIONEER. In the event that a dispute arises between the entity requesting connection to a sewer system and the COUNTY, COMMISSION, and/or PIONEER (where applicable), the dispute shall be resolved in accordance with the provisions set forth in Section 3.07, below.

- b) Entities requesting to connect to a COMMISSION or PIONEER line must have the new system designed by an engineer licensed in the State of South Carolina. The design shall be presented to the COUNTY, COMMISSION, and PIONEER (where applicable) for approval. The design shall meet Federal, State and local requirements and specifications. The design may be disapproved by the COUNTY, COMMISSION, and PIONEER (where applicable) if the design does not meet Federal, State and local requirements and specifications. In the event that a dispute arises between the entity requesting connection to a sewer system and the COUNTY, COMMISSION, and/or PIONEER (where applicable), the dispute shall be resolved in accordance with the provisions set forth in Section 3.07, below.
- c) Entities requesting to connect to existing sewer facilities shall be responsible for (1) All costs associated with the construction of the new system, and (2) All costs of connecting to the existing system. These costs shall include any upgrades

necessary to accommodate the increased flow in the existing system. In addition, the sewer customer shall pay a monthly fee to be determined by PIONEER or the COMMISSION. The monthly fee shall include fees for operation, maintenance, depreciation, treatment, debt service and transportation.

- d) Any entity requesting to connect to an existing sewer system pursuant to this agreement shall be required to obtain all necessary right of ways for the new system.
- e) Any entity requesting to connect to the COMMISSION or PIONEER sewer system shall construct the new system in accordance with the sewer specifications of the COMMISSION or PIONEER who will own and operate the sewer system to which the entity intends to connect. These specifications may be changed, from time to time, by mutual agreement of the COUNTY, COMMISSION, and PIONEER. The COMMISSION and PIONEER (where applicable) shall have the right to inspect and test the new system throughout the construction phase of the project. The COMMISSION and PIONEER may deny connection to the system if the new construction is not built to the specifications set forth in this section. The COMMISSION or PIONEER shall maintain uniform specifications throughout the COMMISSION or PIONEER system.
- f) Notwithstanding any other section in this Intergovernmental Agreement and any rights this Agreement may give to entities as defined herein, connection to the COUNTY or PIONEER system may be denied for any reason with the mutual consent of the COUNTY, COMMISSION and PIONEER.

Section 3.07

In the event that a dispute arises under Section 3.06 of this Agreement, any party to the dispute may adjudicate the dispute in accordance with the following provisions. This dispute resolution process only applies to Section 3.06 of this Agreement. THE HEARING BOARD AS SET FORTH IN SUB-SECTION (C) BELOW SHALL NOT HAVE THE JURISDICTION TO REQUIRE PIONEER OR COMMISSION TO CHANGE ITS STANDARD SPECIFICATIONS AND/OR REQUIREMENTS.

(a) Either party to the dispute may request a hearing on the disputed issue before the Superintendent of the Commission. The Superintendent shall meet with the parties in an attempt to resolve the conflict within ten (10) business days. If the parties are unable to resolve the conflict, the Superintendent shall conduct a hearing within five (5) business days of the meeting and shall issue a written decision on the issue in dispute.

(b) Either party may appeal the Superintendent's decision to the Commission within ten (10) business days of said decision. The Commission shall hear the appeal within ten (10) business days of the filing of the appeal. Any member of the Commission who is employed by a party to the dispute shall not participate with the Commission on the appeal. The Commission shall render a written decision within ten (10) business days of the hearing date.

(c) Either party may appeal the Commission's decision to the Hearing Board within ten (10) business days. The Hearing Board shall consist of three people. Each party to the dispute shall select one member of the Hearing Board and the two members of the Hearing Board selected by the parties shall select the third member of the Hearing Board. If the two members of the Hearing Board cannot agree on the third member, the third member shall be selected by the



American Arbitration Association. The third arbitrator shall specialize in utilities law. The decision of the Hearing Board shall be final and binding on the parties to the dispute. The Hearing Board may assess costs, including attorney's fees, against the non-prevailing party to the dispute.

### Section 3.08

PIONEER, the COUNTY, and the COMMISSION acknowledge that at the time of the signing of this Intergovernmental Agreement, PIONEER does not operate a sewer system. The parties understand and acknowledge that in the future, Pioneer may request authorization to operate a sewer system and may in fact begin operating a sewer system. The parties agree and acknowledge that the other sewer entities in Oconee County who deliver sewage to the Commission for treatment ( Cities of Seneca, Walhalla and Westminster and Town of West Union) are all bound by contracts, ordinances and local, state and federal regulations concerning sewer. Pioneer agrees that in the event Pioneer begins operating a sewer system, Pioneer will comply with and be bound by all County Ordinances and federal, state and local regulations concerning sewer, including compliance with the Commission pre-treatment program. Pioneer further agrees that all sewage collected by Pioneer will be treated by the Commission unless the sewage is generated in Anderson County and the Pioneer sewer line is closer to an Anderson County trunkline than a commission trunkline. Pioneer further agrees that this Intergovernmental Agreement will govern all issues concerning ownership rights of sewer lines in the territory where Pioneer currently has the right to provide water services. In the event that Pioneer operates a sewer collection system that transports sewage to the Cokeross Creek Wastewater Treatment Plant, Pioneer understands that Pioneer will have to negotiate a transportation fee with

the City behind whose flow meter Pioneer has connected. If Pioneer connects directly to a Commission Trunk Line that flows directly to the Coneross Creek Wastewater Treatment Plant, Pioneer agrees to pay fees to the Commission in the same manner as the Cities who utilize the plant.

#### ARTICLE IV

#### AGREEMENT CONCERNING WATER

This Article shall only apply to water issues.

##### Section 4.01

The parties agree that there will be times that the COUNTY may wish to construct water lines in the unincorporated area of Oconee County or financially assist in the construction of a water line or a water project by PIONEER. In the event that the COUNTY decides to construct a water line in the unincorporated areas of the COUNTY and the supply of that water will come from a Pioneer water line, PIONEER agrees to own, operate and maintain said water line after the construction of the line. The COUNTY agrees to construct said lines in accordance with all Pioneer specifications and PIONEER agrees to inspect the construction to insure compliance with its specifications.

##### Section 4.02

In the event the COUNTY seeks to be reimbursed for its financial contribution to a waterline or water project, PIONEER agrees to add a reimbursement fee (the amount to be determined by PIONEER and the COUNTY on a case by case basis) to the monthly water bills of the PIONEER'S customers who benefit from the water line or water project.



Section 4.03

The COUNTY and PIONEER agree that any entity (person, business, corporation, partnership, etc.) who requests to connect to an existing Pioneer water line shall have the right to connect to said water system IF said entity satisfies the requirements set forth below:

a) Entities requesting to connect to a Pioneer line must have a feasibility study done by an engineer licensed in the State of South Carolina to determine the probable cost of the system, the impact on existing facilities, and a basic design of the system sufficient to handle the entities needs, including any desired future flow increases based on growth. The study shall be presented to Pioneer.

b) Entities requesting to connect to a Pioneer line must have a new system designed by an engineer licensed in the State of South Carolina. This design shall be presented to Pioneer for approval. The design shall meet Federal, State and Pioneer requirements and specifications. The design may be disapproved by Pioneer if the design does not meet Federal, State, and Pioneer requirements and specifications.

- c) Entities requesting to connect to existing water facilities shall be responsible for
- (1) All costs associated with the construction of the new system; and
  - (2) All costs of connecting to the existing system.

These costs shall include any upgrades necessary to accommodate increased flow in the existing system.

(d) Any entity requesting to connect to an existing water system pursuant to this agreement shall be required to obtain all necessary right-of-ways for the new system.

- (e) Any entity requesting to connect to the Pioneer water system shall construct the

new system in accordance with the water specifications of Pioneer who will own and operate the water system to which the entity intends to connect. Pioneer shall have the right to inspect and test the new system throughout the construction phase of the project. Pioneer may deny connection through the system if the new construction is not built to the specifications required by Pioneer. Pioneer shall maintain uniform specifications throughout its water system.

(f) Notwithstanding any other section in this Intergovernmental Agreement and any rights that this Agreement may give to entities as defined herein, connection to the Pioneer system may be denied for any reason with the mutual consent of the County and Pioneer.

## ARTICLE V

### Section 5.01

In the event that any part of this Agreement shall be held invalid or unenforceable by any Court or Tribunal, the remaining portions of this Agreement shall continue to be binding between the parties:

### Section 5.02

FORCE MAJEURE notwithstanding any provisions to the contrary, neither party shall be in default under this Agreement and such party's performance of such obligation or obligations (except as to payment of all required monetary sums) shall be excused and extended if and to the extent that any failure or delay in such party's performance of one or more of its obligations under this Agreement is caused by any of the following conditions if delay is beyond the reasonable control of such party: act of God; fire; explosion; flood; vandalism; war, military authority, or civil disorder; strikes or other labor disputes; any code, law, regulations, order, rule,

regulation, direction, action, or request of any local, state, or federal government entity or court, national emergencies, insurrections, or riots; or any other condition or circumstance beyond reasonable control of the subject party which materially impedes such party's performance. The party claiming relief under this Article shall notify the other in writing of the existence of the event relied on and the cessation or termination of said event, and the party claiming relief shall exercise reasonable efforts to minimize the time of any such delay.

#### Section 5.03

This Agreement represents the entire and integrated Agreement between the parties and incorporates and supersedes all prior negotiations and representations made during negotiations of the Sewer and Water Action Group, either written or oral that have been conducted or made during the negotiation process of this Agreement. This Agreement may be amended only by written instrument signed by the parties and may not be assigned without prior written consent of the parties. The Agreement shall inure to the benefit of the parties and their successors-in-interest.

#### Section 5.04

The parties understand and agree that the Cities of Salem, Seneca, Walhalla, Westminster, and West Union and Pioneer Water District shall all be signing separate Agreements with the COUNTY and COMMISSION, but the parties understand and agree that the above named Cities and Pioneer Water District are binding themselves to each other in addition to the COUNTY and COMMISSION by executing this Agreement. This Agreement shall not supersede any existing contracts between the COUNTY, COMMISSION and/or CITIES or PIONEER RURAL WATER DISTRICT. If there is a conflict between a specific provision in

a pre-existing contract and a specific provision in this Agreement, this Agreement shall apply. The parties agree that Federal and State laws and regulations shall apply to the parties. The parties agree that County and City laws, regulations, rules and ordinances not in conflict with this Agreement shall apply to the parties.

Section 5.05:

This Agreement shall be in force and effect until March 31, 2018.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Witness:

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

PIONEER RURAL WATER DISTRICT

By: \_\_\_\_\_

OCONEE COUNTY SEWER COMMISSION

By: \_\_\_\_\_

OCONEE COUNTY

By: \_\_\_\_\_

-----Original Message-----

From: JOSEPH DAVIS [mailto:DAVISJ@sctax.org]  
Sent: Friday, March 12, 2004 12:37 PM  
To: PLOMBARD@OCONEESC.COM  
Subject: EXCEL SCHEDULE

Mrs Lombard,

Enclosed please find attached the excel schedule representing the amounts we discussed Tuesday. Your operations accruing use tax are very efficient and with the exception of the one material transaction I find no substantial adjustments for the period under review.

Joe Davis  
864-241-1200 X144

Joe



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*Please Note:*

*This audit consisted of three years of records which was a total of 44,500 invoices. In all of these records, there were only 48 errors found! This is less than a 10<sup>th</sup> of a percent!*

*Phyllis E. Lombard, CGFO*

DATE	CHECK #	VENDOR	DESCRIPTION	ACCT CODE	AMOUNT
5/8/2002	107318	AMERICAN TEST CENTER	HEAT SENSOR LABELS	010-102-40032	\$ 337.50
9/6/2002	110371	PROGRESSIVE BUSINESS EDUCATIO	SUBSCRIPTION TO GOOD STUFF	010-104-40032	\$ 28.95
3/22/2002	108215	MICRO WAREHOUSE	PRINTERS	10-711-60840	\$ 405.12
2/22/2002	105562	NELSON PAINT COMPANY	NELSON AEROSOL BLUE	010-202-30022	\$ 26.47
1/4/2002	104328	AMERICAN JOURNAL OF NURSING	SUBSCRIPTION	010-403-40032	\$ 29.95
1/25/2002	104906	PUMPTEC INC	SPRAY GUN	10-720-30024	\$ 127.00
6/28/2002	108601	ISGETT DISTRIBUTORS INC	SHOP TOWEL	017-719-40032	\$ 134.37
5/23/2003	116542	DEMCO INC	FLAT SHELF	10-206-60840	\$ 74.56
5/23/2003	116544	DIVERS SUPPLY INC	WIRE / ARMOR / CONNECTOR	010-105-40032	\$ 188.14
5/30/2002	160281	ATCO INTERNATIONAL	MARAUDER	10-001-40-71725	\$ 1,358.10
5/30/2002	160333	GALLS INC	NAME TAGS	010-202-40065	\$ 389.85
5/30/2002	160414	SPORTY'S PILOT SHOP	TIMER / PLAQUE	10-720-40032	\$ 82.90
5/30/2002	160424	TEAM MANAGEMENT BRIEFINGS	SUBSCRIPTION	010-709-30025	\$ 99.00
6/13/2002	108166	SOUND POWDERED COMMUNICATIONS	TRANSMITTER	010-108-30024	\$ 37.00
5/30/2003	118701	DIRECTORY PUBLISHING	TELEPHONE DIRECTORIES	010-104-40032	\$ 104.40
6/30/2003	117660	GOVERNMENT FINANCE OFFICERS AS	SUBSCRIPTION	10-708-40032	\$ 117.95
6/27/2003	117526	SMITH DATA PROCESSING	PRINT NOTICES	010-304-30056	\$ 2,042.25
6/5/2003	116894	MUNICIPAL CODE CORP	PUBLICATIONS	10-704-30025	\$ 3,600.00
6/5/2003	116859	CRIMSON FIRE	PILOT VALVE	101-40-71726	\$ 67.60
6/5/2003	116875	FILE OF LIFE INC	MAGNET WITH CARD	010-105-40032	\$ 245.47
6/9/2002	109643	J P COCKE COMPANY	SEAL EMBOSSE	010-502-40032	\$ 160.00
6/9/2002	109645	KAPCO LIBRARY PRODUCTS	EACY COVERS	10-206-40032	\$ 248.60
6/9/2002	109694	PHYSICIANS DESK	PUBLICATIONS	010-502-40032	\$ 59.95
7/26/2002	109299	ALLEN PRECISION EQUIPMENT	MEASURING TAPE	10-391-40032	\$ 39.27
7/5/2002	108859	STATE INDUSTRIAL PRODUCTS	FRAGRANCE BLEND	017-719-40032	\$ 205.75
9/5/2002	110316	GLOBAL EQUIPMENT	BINDERS / HOLDERS	016-718-40027	\$ 133.96
8/20/2002	110120	ADVANCED TRAINING SYSTEMS	AIR VALVE ASSEMBLY	010-101-40353	\$ 263.00
10/25/2002	111588	GREAT NORTH AMERICAN CO	IMPRINTED PENCIL	010-10-40032-00	\$ 460.00
10/25/2002	111671	TEAM MANAGEMENT BRIEFINGS	SUBSCRIPTION	010-709-30025	\$ 99.00
12/13/2002	112866	PHYSICIANS DESK	SUBSCRIPTION	010-101-40032	\$ 79.90
2/21/2003	114351	ANIMAL CARE EQUIPMENT	VET SUPPLIES	010-110-40031	\$ 160.00
2/21/2003	114353	ATCO INTERNATIONAL	AUTO METER DISPENSER	10-601-40032	\$ 925.71



DATE	CHECK #	VENDOR	DESCRIPTION	ACCT CODE	AMOUNT
5/23/2002	107737	PC MAGAZINE	SUBSCRIPTION	010-711-40032	\$ 29.97
5/23/2002	107734	ORGANIZED EXECUTIVE	SUBSCRIPTION	010-717-40032	\$ 97.00
7/26/2002	109353	LIBRARY CORPORATION	LIBRARY SOLUTION SOFTWARE	010-205-30024	\$ 10,156.67
6/5/2003	116914	LIBRARY CORPORATION	LIBRARY SOLUTION SOFTWARE	013-209-80206	\$ 1,630.00
7/19/2002	109191	LIBRARY CORPORATION	MARC CATALOG SERVICE	010-206-30056	\$ 1,828.75
1/2/2003	113191	LIBRARY CORPORATION	SOFTWARE LICENSE	010-208-30856	\$ 595.00
1/25/2002	104853	VIKING OFFICE PRODUCTS	BINDER / ROLLER	010-506-40632	\$ 97.94
3/22/2002	106265	SEQUOIA PACIFIC SYSTEMS	TEAMWORK SOFTWARE	010-715-30856	\$ 1,400.00
7/19/2002	109259	SMITH & WESSON	I-KIT ANNUAL RENTAL	010-107-30056	\$ 408.00
9/24/2002	110830	FORE MOST PROMOTIONS	KEY RING LITE	010-101-91007	\$ 444.88
7/24/2002	109491	M LEE SMITH PUBLISHERS	EMPLOYMENT LAW LETTER	010-710-30084	\$ 137.00
7/12/2002	108978	KUCERA INTERNATIONAL INC	PHOTOGRAMMETRIC SERVICES	013-711-97011	\$ 55,035.00
7/26/2002	109349	KUCERA INTERNATIONAL INC	PHOTOGRAMMETRIC SERVICES	013-001-00100	\$ 16,375.00
11/13/2001	14807	KUCERA INTERNATIONAL INC	PHOTOGRAMMETRIC SERVICES	013-711-970107	\$ 4,560.00
5/25/2001	14587	KUCERA INTERNATIONAL INC	PHOTOGRAMMETRIC SERVICES	013-711-970107	\$ 10,925.00
2/26/2001	14365	KUCERA INTERNATIONAL INC	PHOTOGRAMMETRIC SERVICES	013-039-00159	\$ 15,080.00
					<u>\$ 131,584.66</u>

This was for the aerial photo's and we along with the company didn't consider this to be taxable. However according to the DOR it is taxable. \$101,565 X 5% = \$5,096.25

This is for publications and subscriptions that we felt were not taxable as are the books at the library. However according to the DOR it is taxable. \$6,312 X 5% = \$315.60

This is for service and we didn't consider this to be taxable. However according to the DOR it is taxable. \$19,693.92 X 5% = \$984.70

The rest is miscellaneous that we missed picking up.  
\$6,583.88 X 5% = \$329.70

Total	\$ 6,578.24
Penalty	\$ 821.78
Total due DOR	\$ 7,200.00