



OCONEE COUNTY COUNCIL  
ABSTENTION FORM

Council Member Name: MARIO SUAREZ  
(Please Print)

Council Member Signature: *Mario Suarez*

Meeting Date: 1/6/2009

Item for Discussion/Vote: minutes from 12/16/08  
Workshop meeting

Reason for Absention:  I was not present for original meeting/discussion.  
 I have a personal/familial interest in the issue.  
 Other: \_\_\_\_\_

Elizabeth G. Hulse  
Clerk to Council



OCONEE COUNTY COUNCIL  
ABSTENTION FORM

Council Member Name: \_\_\_\_\_

(Please Print)

*Joel Thrift*

Council Member Signature: \_\_\_\_\_

*Joel R. Thrift*

Meeting Date: \_\_\_\_\_

*1/6/2009*

Item for Discussion/Vote: \_\_\_\_\_

*Council Vice Chair Vote*

Reason for Absention: \_\_\_\_\_

I was not present for original meeting/discussion.

I have a personal/familial interest in the issue.

Other: \_\_\_\_\_

*E. G. Hulse*

Elizabeth G. Hulse  
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]



OCONEE COUNTY COUNCIL  
ABSTENTION FORM

Council Member Name:

Reg Dexter  
(Please Print)

Council Member Signature:

Reg Dexter

Meeting Date:

1/6/2009

Item for Discussion/Vote:

Council chair vote

Reason for Absention:

I was not present for original meeting/discussion.

I have a personal/familial interest in the issue.

Other: \_\_\_\_\_

  
Elizabeth G. Hulse  
Clerk to Council

*(This form to be filed as part of the permanent record of the meeting.)*



OCONEE COUNTY COUNCIL  
ABSTENTION FORM

Council Member Name:

(Please Print)

Mano Suarez

Council Member Signature:

Mano Suarez

Meeting Date:

1/6/2009

Item for Discussion/Vote:

Council Chair Pro Tem Vote

Reason for Absention:

I was not present for original meeting/discussion

I have a personal/familial interest in the issue.

Other:

E. G. Hulse

Elizabeth G. Hulse  
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]



OCONEE COUNTY COUNCIL  
ABSTENTION FORM

Council Member Name:

George Blanchard  
(Please Print)

Council Member Signature:

*George Blanchard*

Meeting Date:

1/8/2009

Item for Discussion/Vote:

Council Chair's Vote

Reason for Absention:

I was not present for original meeting/discussion

I have a personal/familial interest in the issue.

Other:

*E. Huise*

Elizabeth G. Huise  
Clerk to Council

*[This form to be filed as part of the permanent record of the meeting.]*



**Oconee County  
Council Office**



Oconee County  
Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691

[www.oconeesc.com](http://www.oconeesc.com)

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George C. Blanchard  
Chairman  
District 1

Thomas S. Crumpton  
District 2

Mario Suarez  
District 3

Marion E. Lyles  
District 4

William A. Ables, Jr.  
District 5

**MEMORANDUM**

**TO:** Oconee County Sewer Authority  
SCACOG  
Westminster City Hall  
Seneca City Hall  
Salem City Hall  
Town of West Union  
Daily Journal / Messenger  
Westminster News  
Keowee Courier  
The Anderson Independent  
Walhalla City Hall  
WBOG Radio  
WSNW Radio  
WSPA TV  
WYFF TV  
WLOS TV  
School District of Oconee County  
Oconee Taxpayer's Association  
Home Builders Association  
Manufactured Housing Institute of South Carolina  
Goldie & Associates

**FROM:** Beth Hulse, Clerk to Council

**DATE:** November 10, 2008

**RE: OCONEE COUNTY COUNCIL AGENDA'S FOR 2009**

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This memorandum is to inform you that as January 1, 2009, I will no longer mail County Council agendas to your office. Please be advised that agendas are posted on the County Council website [<http://www.oconeesc.com/council/>] each Friday by noon prior to a Council meeting.

If you are unable to access the web or wish to continue to receive a hard copy of the agenda, please contact me at the number provided on this memo for assistance.



**Beth Hulse**

**From:** Beth Hulse  
**Sent:** Friday, January 02, 2009 9:34 AM  
**To:** (mlucas@oconee.k12.sc.us); Beth Hulse; Bob Winchester (bossmanager@bellsouth.net); Brett McLaughlin; Carlos Galarza; David Williams II (williamsde@independentmail.com); Goldie & Associates (Business Fax); Greenville News (localnews@greenvillenews.com); Greg Dietterick; Nancy Goehle; Ray Chandler; West Union City Hall; Steve Thomas (stevel@hbaooconee.com); Tom Markovich (tmarkovm@bellsouth.net); Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WGOG/WSNW RADIO (news@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com); WYFF (kdeal@wyff4.com)  
**Subject:** Agenda for January 6, 2009 Oconee County Council Meeting

Good Morning;

This email is to inform you and your organization that the agenda for the next Oconee County Council meeting scheduled for Tuesday, January 6, 2009, has been posted on our website [<http://www.oconeesc.com/council/>] for viewing. In addition to our website, agendas are posted at the Oconee County Administrative Offices; on both the bulletin board outside of Council Chambers and the main entrance window.

If you are unable to access our web page or would like to receive a hard copy of the agenda in the future please let me know at your earliest convenience.

Thanks,

*Elizabeth G. Hulse*  
 Clerk to County Council  
 Oconee County Administration Office  
 415 S. Pine Street  
 Walhalla, SC 29691  
 864-718-1023  
 864-718-1024 [fax]  
 bhulse@oconeesc.com

**Remarks to County Council, January 6, 2009**

Good evening gentlemen. I'd like to congratulate our incoming Councilmen and wish the gentlemen who are returning good fortune in 2009. And, thank you all for serving the residents of our County.

My name is Gary Owens and I am President of Advocates for Quality Development, which represents roughly 5000 property owners who are in full support of the ZEO and the Lake Overlay restrictions. During 2008 Council meetings, we believe that only one speaker who lives within the Lake Overlay voiced opposition to it. It is our goal to work with the new County Council to ensure that the height, density, and setbacks continue in place to help protect the quality and beauty of our lakes. Zoning petitions have been started in many neighborhoods in anticipation of the May implementation, and AQD will be happy to assist any group—on or off the lake—with their efforts. Again, we applaud the 2008 progress in the area of land use planning and look forward to working with you all as the new regulations are implemented.

These next comments are made as a private citizen and County resident.

During recent elections, campaign negativity has prompted many citizens to long for a **"return to civility."** My hope is that Oconee County can be a leader on this front.

If you believe in the concept of servant leadership, all five of you officially became the **"property of the people"** when you were installed tonight. I encourage all of you to commit to the following attributes of behavior and leadership while leading Oconee County:

- Civility**-among yourselves and staff as you provide leadership to both
- Accountability**-for what you say and do as elected officials
- Service**- **servant leadership** is a concept that recognizes you were elected by the people to serve ALL the people of Oconee County
- Responsibility**-employ the concept of "the buck stops here" in leading the County
- Cordiality**-more gets done with people interacting in a friendly, helpful manner
- Respect**-showing respect for all thoughts increases the chances of hearing a really good idea



**-Action-** Build on the momentum of 2008 to ensure a healthy and secure future for our beautiful environment through careful land use planning.

I think it is also fair that you ask the very same behavior from us. During Council meetings, let us be cordial to one another. Let us not interrupt. Let us be respectful, during comment periods, of the time allotted and the topic to be addressed. If both Council and citizens follow these guidelines, I believe we can accomplish more and encourage more people to participate in government.

You have the chance to provide forward thinking leadership. Given our County's relative fiscal strength, your opportunity is to keep Oconee in the forefront with cohesive leadership. You are the leaders of thousands of citizens and property owners. You are the leaders, in terms of policy and vision, for hundreds of County employees. And, as leaders, you can help shape the future by appointing the best qualified individuals to serve on committees and commissions.

Over the years I have been both a large team leader and have taught leadership. One of my recurring themes is: "Leaders get the behavior they tolerate and demonstrate." As leaders, the example you set for employees and citizens will be copied and modeled.

Please set an example as thoughtful, caring, decisive, and accountable leaders so that Oconee County and the Upstate can forge ahead as a role model for strong governmental leadership. Let Oconee County government become one of the "bright stars" for 2009!

Good luck to you all in being the Best.

## **Mountain Lakes Community Association**

Gentlemen, thank you for the opportunity to speak with you this evening, and thank you for your willingness to serve our community.

My name is Sharon Hamilton and I am Vice President of a newly formed group in the Upstate called the Mountain Lakes Community Association. I would like to briefly tell you about our organization and why we were formed.

Our group consists of property owners whose properties are adjacent to the various lakes in the Upstate. We currently have members on lakes Hartwell, Jocassee and Keowee and our membership is rapidly expanding. Initially our group was a fairly informal association, but as development around us began to increase we found a growing need to share information in order to support one another in our common goals.

You may be interested to know that as of today our members include more than 45 Homeowner Associations located within the Lake Overlay, as defined by the Oconee County Zoning Enabling Ordinance. Since all of these communities are covered by the overlay, the property owners share many common interests and concerns.

On Lake Keowee alone, our member organizations encompass more than 4600 lots. These lots account for 64% of the 7200 parcels that are located within the lake overlay.

## Mountain Lakes Community Association

We came together as a group because we are concerned about preserving the quality of life provided by our mountains and lakes. Some of us are long time residents of the area, others are transplants, but we all believe that we are fortunate to live in one of the most beautiful places in the world.

And we believe that beauty must be preserved for future generations. We also recognize that our majestic mountains and pristine lakes are the most important driver of our future economic success. Without them, our county's future is uncertain.

We want Oconee County to grow and prosper, but we do not want that growth to come at the expense of our natural environment. We believe in and support SMART growth, growth that brings in jobs and increases our tax base, without detracting from or diminishing the lakes and mountains that make the Upstate, and Oconee County in particular, a special place to live.

We strongly support the protections provided by the Lake Overlay in the Zoning Enabling Ordinance including restrictions on building height and density, and mandatory lake buffer zones to protect the lakes and shorelines. We hope these protections will, first, be strengthened by this Council and, second, be extended to other bodies of water in Oconee County, in particular Lake Hartwell.

Thank you for your time and we look forward to working together to preserve the natural environment that makes Oconee County such a special place to live and work.

## OCONEE COUNTY COUNCIL

### Committee Assignments – Effective January 6, 2009

#### Budget, Finance and Administration

George C. Blanchard, District I, Chair  
Reg Dexter, District V  
Wayne McCall, District II  
Mario Suarez, District III  
Joel Thrift, District IV

#### Road and Transportation

Joel Thrift, District IV, Chair  
George C. Blanchard, District I  
Wayne McCall, District II

#### Real Estate, Facilities and Land Management

Mario Suarez, District III, Chair  
George C. Blanchard, District I  
Joel Thrift, District IV

#### Law Enforcement, Public Safety, Health and Welfare

Wayne McCall, District II, Chair  
Reg Dexter, District V  
Mario Suarez, District III

#### Planning and Economic Development

Reg Dexter, District V, Chair  
Mario Suarez, District III  
Wayne McCall, District II

#### Other Appointments:

South Carolina Appalachian Council of Government Board – Reg Dexter, District V  
Upstate Alliance Board of Directors – George C. Blanchard, District I  
Oconee Alliance Board of Directors – Reg Dexter, District V  
Infrastructure Advisory Commission – Joel Thrift, District IV, James Alexander  
(Economic Development), Dale Surrett (County Administrator), Art Holbrooks  
(Planning Commission)  
SCAC Budget, Finance & Economic Development Steering Committee – Reg Dexter,  
District V

**OCONEE COUNTY COUNCIL  
COMMITTEE ASSIGNMENTS  
EFFECTIVE JANUARY 2, 2008**

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**Budget, Finance & Administration:**

H. Frank Ables, Jr., District V, Chair  
George C. Blanchard, District I  
Thomas S. Crumpton, Jr., District II  
Mario Suarez, District III  
Marion E. Lyles, District IV

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**Transportation:**

Thomas S. Crumpton, Jr., District II, Chair  
Marion E. Lyles, District IV  
Mario Suarez, District III

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**Real Estate, Facilities & Land Management:**

Marion E. Lyles, District IV, Chair  
Thomas S. Crumpton, Jr., District II  
George C. Blanchard, District I

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**Law Enforcement, Public Safety, Health & Welfare:**

George C. Blanchard, District I, Chair  
H. Frank Ables, Jr., District V  
Thomas S. Crumpton, Jr., District II

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**Planning & Economic Development:**

Mario Suarez, District III, Chair  
H. Frank Ables, Jr., District V  
George C. Blanchard, District I

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M C N A I R

A T T O R N E Y S

## Local Government

### Using Our Experience at All Levels of Government to Get Things Done

McNair's counseling of governmental entities is a seamless web of experience and capabilities. Just as we understand how state and local governments work at the highest administrative and legislative levels, our professional credibility with these decision-makers enhances our ability to counsel counties, municipalities and special purpose entities throughout the state. If you are a county government official in South Carolina, you have likely worked with a McNair lawyer: we have represented at least 25 of the state's 46 counties, more than half of the 85 school districts, and dozens of municipalities on some issue of importance to them. We not only serve as general counsel to some of these clients – our lawyers often are special counsel on administrative, environmental, financing, immigration, land-use and other matters. At the intersection of multiple local government and business interests, McNair lawyers smoothly direct the administrative and legal traffic so that public purposes and private needs are integrated for the common good.

### "General Counsel" Representation

Our lawyers advise members of all types of governmental bodies, including municipalities, counties, school districts and special purpose districts, as well as their elected officials and directors, as general and special counsel. Economic development is a particular focus of our practice, and we understand zoning, land use, eminent domain and valuation as they apply to commercial and industrial properties and projects.

We have also drafted innovative local laws and regulations with significant statewide impact, and are well-versed in governmental process and procedure. Our clients daily turn to us for guidance on such high-profile concerns as open meeting and election laws, referendum petitions, conflicts of interest and civil rights matters. We maintain an active litigation practice representing governmental clients in state and federal courts at both the trial and appellate levels concerning contract, tort, land use, utility and many other disputes.

### How we Got Things Done

An excellent example of McNair's multifaceted local government counsel is our current role in the construction of a new judicial center, located in a county seat in the northeast part of the state. A large number of real estate parcels had to be assembled for the project and our lawyers handled the title work and eminent domain issues on each. Our innovative financing approach involved the structuring of an entity that creates a lease/purchase arrangement. And we are helping to draft and review all contracts for the project, including those for the architect and the general contractor.

### Public Finance

In counseling the governing bodies of more than half of South Carolina's counties and many of the state's municipalities, McNair has served as bond counsel on a wide range of economic development, water, sewer and general obligation bondings. We have also advised on financing for all four of the state's major airports, and have handled tax-exempt financing for more than half of the state's 85 school districts.

We have been particularly effective at developing incentive vehicles that combine financing from multiple public and private sources. In one major package we integrated municipal, county and private financing to facilitate the construction of a downtown convention center / hotel development. Other examples include an incentive package that we developed to help two municipalities create a development corridor between them, a public-private partnership format to create incentives for redeveloping a blighted urban area, and innovative multi-entity incentives for the development of a public-private recreation complex.

### How we Got Things Done

In a true firm-wide effort, McNair created a joint action agency formed by 10 municipalities in northeast South Carolina to provide wholesale electric service to its members, primarily through 25% ownership of a nuclear power plant. To create the agency we had to draft and secure approval of a special state law, then we successfully defend the law before the South Carolina Supreme Court.

We presided for our client, and served as counsel on its initial \$750 million public finance issue that was the largest in state history to that time. Since then, as general counsel, we have continued to assist the agency with several billion dollars in public financing – and have also served as counsel on general obligation bonds and water and sewer bonds for 8 of the 10 participating municipalities.

## Land Use and Zoning

McNair's thorough knowledge of and extensive representation of local governments is central to our effective land use and zoning practice. Zoning regulations ultimately reflect a political process as well a commercial one, and our lawyers are skilled at advising upon and resolving crucial issues to secure the timely approval of permits and zoning applications.

## How we Get Things Done

Throughout the Carolinas, our strong working relationships with local zoning and planning boards facilitate the approval for a wide range of development projects. Local regulators respect our reputation for honesty and integrity, typified by the fact that our lawyers were instrumental in securing the final site approvals for the original development of both Hilton Head and Kiawah Islands.

In a recent example, we worked with county and municipal officials, as well as the private developer, to do a major new development in a popular coastal resort area. We worked with all parties to facilitate the project, and when challenged, it was upheld by the South Carolina Supreme Court.

## Constitutional Issues

As more municipalities and county governments enact legislation regarding the employment of illegal immigrants, we increasingly are advising these public clients on appropriate language for ordinances to ensure that they are constitutionally correct. We also counsel local government clients on dealing with a full range of civil rights issues, from allegations of sexual harassment and racial discrimination. And we advise on compliance with laws that regulate open meetings, campaign finance, conflicts of interest and many other constitutional issues.





**Thomas L. Martin**

Shareholder  
tmartin@mcnair.net

Anderson  
500 South McDuffie Street  
Anderson, SC 29624  
Mailing Address  
Post Office Box 4098  
Anderson, SC 29622  
864 225 1688 (Mob)  
864 225 3456 (Fax)

Assistant: Mary Burias  
mburias@mcnair.net  
864 718 9737

## Overview

From 1969 through 1990, Tom Martin served on active duty in the United States Navy, first as a line officer and then as a member of the Judge Advocate General's Corps in a variety of positions, including as a Military Judge from 1984 to 1987, and in a large number of locations and fields of practice, including criminal litigation, contract law, and international law. For two years, Tom headed the immigration law program of the International Law Division of the Office of the Judge Advocate General of the United States Navy.

After retirement from the Navy in 1990, Tom worked as an assistant to the Solicitor for the Tenth Judicial Circuit, South Carolina until May 1991, and then worked as Anderson County Attorney for Anderson County, South Carolina until joining McNair Law Firm, P.A. in March 1993. He became a shareholder of the Firm in March 2002. Tom has continued to serve as the Anderson County Attorney, through contract with Anderson County, since 2002, and regularly works with many other cities and counties throughout the state.

A significant portion of Tom's career is in the general area of economic development, assisting state and local governments and private sector interests in major economic development projects. He has done significant innovative work in developing and adapting state and local incentives to commercial and redevelopment work, he has represented business and industry in major construction and expansion projects, and he has assisted both governmental and private interests in "outside the box" adoption of state and local tax and other incentives to foster development for each.

## Recent Engagements

- Numerous (over 30) cities and counties across South Carolina in a wide range of administrative, regulatory, and economic development matters.
- Represents multiple companies in economic development matters in multiple locations in South Carolina.
- Numerous local and national developers in industrial and commercial developments ranging from \$5 million to well over \$200 million, including state-of-the-art manufacturing facilities, redeveloped downtown commercial facilities, and major retail and commercial village or mall type facilities.

## Awards and Recognition

- Member, Corsican Delta Kappa
- Distinguished Naval Graduate
- Multiple military awards, decorations, and honors
- Community Service Award, McNair Law Firm, P.A.

## Professional and Community Involvement

- Contributing Author, LEXISNEXIS, "South Carolina State Tax Practice Insights"

Practices  
Economic Development  
Immigration  
Local Governmental

Industries  
Auto / Truck  
Government  
Manufacturing

Education  
1980, LL.M., With  
Highest Honors  
International and  
Comparative Law, The  
George Washington  
University Law School

1975, J.D., With  
Honors, University of  
Georgia School of Law

1969, B.A., Magna  
Cum Laude, History  
Erskine College

Bar Admissions  
1976 South Carolina

1975 Georgia

1986, U.S. District  
Court, District of South  
Carolina

1986, U.S. Court of  
Appeals, Fourth Circuit

1978, U.S. District  
Court, Middle District of  
Georgia

1975, U.S. Court of  
Appeals, Eleventh  
Circuit

Areas  
of Practice  
Economic Development  
Governmental

Industries  
Auto / Truck  
Government  
Manufacturing

Education  
J.D., magna cum  
laude, University of  
Georgia, Levin College  
of Law

B.A., History  
magna cum laude  
Erskine College

Bar Admissions  
Florida

South Carolina

## History

In 1869, The Newcomen Society of the United States honored McNair Law Firm as a leader in its field, and celebrated, as its mission states, "the ultimate achievements of those pioneers whose efforts laid the foundations of the particular enterprise."

In his opening remarks W. W. "Hobie" Johnston, then the Chairman of the Board of NCNSG South Carolina, noted that Robert E. McNair had been eminently successful in two fields of service: first as a public servant then as a lawyer.

Dr. Harry M. Hightsey, Jr. in his book, *McNair Law Firm, A Brief History, 1871-2005* stated that, "In earlier years, the State's economy was largely rural and those businesses that had legal matters of any complexity most often turned to New York, Washington, D.C. or Atlanta for corporate legal services. There was almost no local representation of business or industry flowing directly to South Carolina law firms."

Throughout his service as Governor of South Carolina, our Firm's founder worked tirelessly to attract desirable business and industry into our State. He was struck by how often the leaders of those companies engaged lawyers and law firms from major cities across the United States to handle their sophisticated legal matters.

Governor McNair was determined that this void in legal representation should not continue. His vision for the law firm was to bring together the necessary legal talent and capability to serve South Carolina's changing economic direction.

Thus, when he left government service in 1871, the Governor founded a law firm based on one big idea: he could create a firm which would be best in the world at providing specialized business legal services in the Carolinas, especially legal services which were viewed by business leaders as essential at the intersection of business and government.

Because he understood the workings of government from the inside out and because he continuously connected business and governmental leaders to seize upon opportunities for a greater good, he was successful and he provided the firm platform from which we operate today.

### From unrest to reconciliation

Also in 1871, the state of South Carolina, not unlike the entire nation, was coming out of a most difficult time of change and civil unrest. The legal profession was not isolated from those onsets.

During this time, the South Carolina Bar had been divided into two separate groups – a "public or official" Bar and a separate "social and educational" Bar – for fear that the "official" organization which granted licenses to attorneys in the state would lose recognition.

In 1873, Governor McNair and others in this very young law firm, stepped up and helped bring about the much needed reform of the profession and worked to establish a single South Carolina State Bar Association.

Governor McNair and his young partners believed that tomorrow can be better than today and that each of us has a personal moral responsibility to help make it so. That belief infuses everything we do at McNair.

This was not an unusual or unexpected stand for Governor McNair and his law partners to take, and was then and is now one of the core values of our Firm. Excitement in legal representation, community service, and diversity of culture are all encompassed in the vision he held and the leadership he gave which created, as The Newcomen Society noted, "one of the South's most respected law firms."

We built enduring client relationships. We identify with our clients' businesses and the communities that are important to them—because of our physical presence across a broad footprint, by the broad nature of our legal expertise and through the time we spend understanding and developing opportunities from shifts in the regional economy.

And we continue to understand government from the inside, as well as business-government relationships and their unique intricacies. Today, we benefit from the deep relationships we have so carefully built—across government, regional and national business and as active members of our cities, counties and state. It is not just something we talk about – it is how we get things done.

### A little about our leadership and vision

# MCNAIR

From 1983 - 2003, Wesley Curley was the Managing Shareholder of our Firm. In 2004, M. William Youngblood, having assumed the position of Managing Shareholder/CEO of our Firm, reiterates our vision: *McNair Law Firm...*

*...continues to develop deep, enduring relationships with our Clients. We intentionally understand our Clients' business at a deeper level. ... Many of our lawyers and staff are raised as leaders in the communities we serve... and we emphasize professionalism and recognize the tangible benefits that the best professionals, experiences and qualities of our people provide...*

#### **A tribute to our partner and friend**

Governor Robert E. McNair, founder of our Firm, died on Saturday, November 17, 2007. Governor McNair took personal interest and pride in every individual who was part of his extended law firm family, as well as every client served by McNair Law Firm. His values infused everything we do as a Firm. He believed that we all have a personal, moral responsibility to give back to the communities from which we derive so much. That belief, that commitment, infused everything we do. We mourn his passing, we pray for his family and his joyous life so well lived.

## Client Commitment

One of our Firm's aspirations, as reflected in our Vision Statement, is to understand our best clients' businesses at a deep level and to envision, in all of our interactions, the same sense of urgency for the success of those businesses as their leaders do. We measure our success by that of our clients and our mission is to help our clients (primarily businesses and governmental entities in the Carolinas) and the communities they serve, grow and prosper. We constantly look for business opportunities and growth for clients beyond the specific engagement at hand.

We see ourselves as legal architects for growth. McNair designs solutions for clients and has the know-how to get things done.

When clients come to us they see an agency and concern that mirrors their own. They expect a strategic and big-picture approach that drives grounded and practical problem solving. As you view the information on this Web site, you will see many examples of how we get things done. It's not just a claim we are making—it's one of the ways we live it.

## Values

### Commitment to Excellence

Without exception, McNair is committed to the pursuit of excellence.

Each lawyer in our Firm serves on various charitable, civic, professional and business associations or organizations contributing to the communities where we reside, ranging from membership in various local civic groups to national associations and foundations.

In addition to playing an active role in the life of our state and country, our timely awareness of developments in local and global communities allows us to better serve our clients.

### Client-Centered

We take pride in our ability to solve problems, seizing each opportunity of advantage for our clients.

It is in those tough and challenging circumstances that we are at our best. We pursue the solution, not obfuscate the issue. There is a simple, though multi-faceted, key to the Firm's success: capability, capacity and concern.

### A Team Approach

We emphasize the team approach in our practice and are committed to controlling client costs while delivering costly performance with desired results.

We accomplish this through the following means:

- Assignment of lawyers according to the complexity of the matter and the experience of our team
- Utilization of paralegals and legal assistants in support roles when appropriate to maintain productivity and control costs
- Use of state of the art data processing and management systems for rapid communication, litigation support, research and document generation
- Mandatory continuing legal education and support staff training programs
- Participation by our lawyers as instructors at seminars for Clients, members of commerce, state bar associations, civic, professional and trade organizations
- Performance of legal audits for Clients in various functional areas to achieve compliance with tax, securities, environmental, anti-trust, health, immigration, and labor laws for Clients subject to government oversight
- Design and implementation of preventive maintenance programs to guard against employment law compliance problems or unexpected litigation



DAVE BAXTER  
Vice President  
Oconee Nuclear Station

Duke Energy Corporation  
1901 US-7805, Fletcher Highway  
Greenville, SC 29615

803-585-4460  
864-255-4228 fax  
dbaxter@dukeenergy.com

December 2, 2008

TO: Oconee County Council  
Dale Surrett, Oconee County Administrator

SUBJECT: Duke Energy Corporation Recognition of Oconee County Emergency Management Agency (EMA)

Gentlemen:

Earlier this year Oconee County EMA participated in an evaluated exercise with Duke Energy's Oconee Nuclear Station. This exercise tested the organization's capability and ability to protect the health and safety of the citizens of Oconee County as well as county emergency workers. Oconee County EMA response was thoroughly evaluated by Federal Emergency Management Agency (FEMA) personnel. This evaluation included observations of the county Emergency Operations Center (EOC) operation, Joint Information Center (JIC) operations and support, emergency worker decontamination efforts, and, a review and discussion of school evacuation plans with selected school principals and district personnel.

Recently, we received the Exercise Report from FEMA. During this exercise, FEMA identified no Areas Requiring Corrective Action or Deficiencies.

This determination by FEMA was a direct result of the leadership provided by the Oconee County Emergency Management Director, Rodney Burdette, as well as the excellent preparation and performance of members of his staff – Scott Krein, Deputy Director (managed EOC operations); Eric Lutz (Oconee County PIO at the JIC); Aymee Black and Sharon Adams, and the EOC staff. Oconee County Council should be proud of the high level of performance achieved by an Emergency Management organization with little or no practical experience responding to the consequences of an event at a nuclear power plant. It is obvious while reading the FEMA Exercise Report that Oconee County EMA exceeded expectations to ensure they are prepared to respond to this type of event. This preparation resulted in excellent performance, as stated by FEMA:

"The Deputy Director and staff of the EOC successfully demonstrated protection of the public and emergency workers. The Deputy Director provided excellent direction and control throughout the exercise, periodically briefed the EOC staff on current conditions, and fully used

EOC staff expertise to implement required emergency actions. The Deputy Director and his staff smoothly handled the transition from Alert classification to General Emergency classification, executing the appropriate Site Area Emergency actions and General Emergency actions simultaneously, when necessary. All participants were knowledgeable and trained in their duties."

The ability of the Deputy Director to manage the jump from an Alert to a General Emergency is especially commendable considering he had been in the job approximately five months prior to the exercise.

Duke Energy Corporation strives to maintain an effective working partnership with Oconee County EMA to ensure the health and safety of Oconee County citizens is not affected by an event at Oconee Nuclear Station. Successful performance, as demonstrated during this exercise, by Oconee County EMA personnel provides a high level of assurance to the public and assures our ability to continue safe and productive operation of Oconee Nuclear Station.

Therefore, we would like to formally recognize the Oconee County EMA staff for the following reasons:

- 1) Their time and effort to train and prepare themselves for the tremendous responsibility inherent with the job, especially considering their total years of practical experience with nuclear plant emergency preparedness (Director – One and half years of experience; Deputy Director – five months experience; PIO – five months experience/none as PIO)
- 2) The professionalism demonstrated by the Oconee County EMA staff
- 3) The recognition by the Oconee County EMA staff that "nuclear hazards" are different and require different standards for emergency management
- 4) The ability to rapidly adapt to changing conditions
- 5) The ability to effectively implement timely actions to protect public health and safety
- 6) The effective leadership of the Oconee County Emergency Management Director, Mr. Rodney Burdette, as demonstrated by his ability to select the right people for his organization and to provide them with the guidance to effectively prepare and implement the county's emergency plan

Based on the results of this exercise I feel confident that we, both Oconee County EMA and Oconee Nuclear Station personnel, will continue to serve and protect the citizens of Oconee County.

Thank you:

A handwritten signature in black ink, appearing to read "Dave Baxter". The signature is fluid and cursive, with a prominent loop at the end.

Dave Baxter  
VP, George Nuclear Station



*Norton & Ballenger, P.A.*  
ATTORNEYS AT LAW

POST OFFICE BOX 457  
30 SHORT STREET  
WALHALLA, SC 29691

TELEPHONE (864) 638-2950  
FACSIMILE (864) 638-2972

BRADLEY A. NORTON

KAREN F. BALLENGER

MEMORANDUM

Date: January 6, 2009  
To: Oconee County Council Members;  
Dale Surratt  
Oconee County Administrator  
From: Bradley A. Norton  
County Attorney  
Issue: Contract with South Carolina Interactive, LLC

This is a contract that would allow the Clerk of Court and the Magistrates to collect fines via credit card. The credit cards or debit cards would be Visa, Mastercards, or Discover. The person wishing to utilize the card would be required to pay 1.7% of the transaction as an additional merchant's fee and an additional \$1.00 transaction fee (the current contract says that the merchant fee is 1.83%, but this will be changed to 1.7%). In other words, if a person wanted to pay a \$100.00 fine, it would cost them \$102.70. The County would receive the total amount of the fine. It will be Oconee County's responsibility to distribute the proceeds of the fine to the appropriate places.

This contract should result in the Clerk of Court and Magistrates collecting a higher percentage of fines imposed upon criminal defendants. It will require some training of County personnel in order to implement this system. The time for this training will be the actual financial cost to the County.

The several aspects that I do not like about the agreement are that our agreement will be subordinate to the terms and conditions of the contract between the State of South Carolina and South Carolina Interactive, LLC. The contract between South Carolina and South Carolina Interactive, LLC and its various attachments are a convoluted mess. However, when I reviewed those contracts and attachments, I did not see anything that jumped out at me as a problem except for the fact that it is almost impossible to determine exactly what the contract says. The other issue I had is that a change process can result in amendments to the contract between Oconee County and South Carolina Interactive, LLC without Council approval. However, any change would require the review of the Oconee County Project Manager. Consequently, changes cannot be unilaterally made.

In short, this contract provides very little downside to Oconee County and a potential upside of increasing the revenue collected from fines in both Circuit Court and Magistrate's Court.



**Oronee County  
Council Office**



**MEMORANDUM**

**TO:** Council Members

**FROM:** Beth Hulse, Clerk to Council

**DATE:** January 2, 2009

**RE:** **Agenda Item / January 6, 2009 Council Meeting  
Clerk of Court / Credit Card Issue**

Oronee County  
Administrative Offices  
175 South Pine Street  
Wahalla, SC 29691

[www.oroneesc.com](http://www.oroneesc.com)

Phone: 864 718 1023  
Fax: 864 718 1024

E-mail:  
[bhulse@oroneesc.com](mailto:bhulse@oroneesc.com)

George C. Blanchard  
District I

Wayne McCall  
District II

Mario Suarez  
District III

Jon Holt  
District IV

Reg Dexter  
District V

Gentlemen:

FYI: I have spoken with the County Attorney who has reviewed this contract. He stated that he will provide council with a memo at the meeting on the 6<sup>th</sup> outlining some concerns he has with these documents.



SOUTH CAROLINA INTERACTIVE

TO: South Carolina Interactive, LLC  
FROM: Oconee County

LETTER OF ACCEPTANCE

On behalf of Oconee County ("Partner"), which is responsible as the owner and official custodian for Oconee County's records, I do certify that South Carolina Interactive, LLC has built and developed the below enumerated Application in accordance with Oconee County's guidelines and the rules governing dissemination of Oconee County's records and South Carolina Interactive, LLC is authorized to deploy this service.

Oconee County further certifies that it understands South Carolina Interactive, LLC exercises no control or censorship whatsoever over the content of Oconee County's records or other data or text furnished by Oconee County as displayed on the Portal through this application.

Payment Engine Application via the Judicial Department's Case Management System (CMS)

\_\_\_\_\_  
Signature of Oconee County Representative

\_\_\_\_\_  
Print Name of Oconee County Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# STATEMENT OF WORK AND AGREEMENT FOR SERVICES

## OCONEE COUNTY

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PAYMENT ENGINE  
VIA THE SOUTH CAROLINA JUDICIAL  
DEPARTMENT'S CASE MANAGEMENT  
SYSTEM (CMS)

SOUTH CAROLINA INTERACTIVE

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# SOUTH CAROLINA INTERACTIVE

## PAYMENT ENGINE VIA THE SOUTH CAROLINA JUDICIAL DEPARTMENT'S CASE MANAGEMENT SYSTEM (CMS)

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### OVERVIEW

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This Statement of Work and Agreement for Services ("Agreement") identifies the responsibilities between Oconee County and South Carolina Interactive, L.L.C. (SCI) as the selected vendor providing Internet Portal services for the State of South Carolina. This Agreement is subordinate to the terms and conditions of the contract between the State of South Carolina and SCI for Enterprise Web Portal and eCommerce Upgrade (Solicitation 04-S6291, "Master Contract"). The Master Contract consists of the following documents which are listed in order of precedence: (1) the document entitled Enterprise Web Portal And eCommerce Upgrade Additional Contract Terms, June 2004, which adds additional terms and conditions, replaces or supplements terms and conditions in the solicitation and eliminates select solicitation terms by agreement, (2) all amendments to the original solicitation in reverse order of issuance, (3) the solicitation as issued by the state of South Carolina Information Technology Management Office, (4) any amendments to SCI's proposal accepted by the Information Technology Management Office, (5) SCI's proposal. In the event of a conflict between the provisions in this Agreement and the foregoing documents, the provisions of the foregoing documents shall control.

This Agreement describes the transactions to be facilitated and the services to be provided by SCI through SCI's Payment Engine and the responsibilities of the parties for the successful completion of this project.

---

### SUBORDINATE TO SERVICE LEVEL AGREEMENT

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This Agreement is subordinate to the Service Level Agreement ("SLA") between the South Carolina Judicial Department and SCI, signed and dated March 9, 2006, and the related Addendum, signed and dated July 3, 2007, and is subject to all terms and conditions thereof unless specifically designated as exceptions in this Agreement.

---

### PROJECT PARTICIPANTS

---

**Oconee County**  
415 South Pine Street  
Walden, SC 29691

**Project Sponsor:** Dale Sumner  
County Administrator

**E-Mail:** [dsumner@ocountys.com](mailto:dsumner@ocountys.com)  
**Phone:** 864.638.4244

**Partner's Project Manager:** Teresa Goines  
SCJD Project Manager

**E-Mail:** [tgoines@scjds.org](mailto:tgoines@scjds.org)  
**Phone:** 803.662.7452

## SOUTH CAROLINA INTERACTIVE

South Carolina Interactive, LLC  
1301 Germain Street, Suite 710  
Columbia, SC 29201

**General Manager**

Jeff McCartney

E-Mail: jeff@portal.sc.gov

Phone: 803.771.0131 x101

**Director of Portal Operations**

Scott Moore

E-Mail: scott@portal.sc.gov

Phone: 803.771.0131 x110

**Project Manager**

Ken Clipson

E-Mail: ken@portal.sc.gov

Phone: 803.771.0131 x105

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### PURPOSE STATEMENT

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SCP's Payment Engine Application ("TPE") will allow Oconee County to accept over-the-counter and online credit card payments from its customers via the South Carolina Judicial Department's Case Management System (CMS).

#### BENEFIT TO CITIZENS AND BUSINESSES

Customers of Oconee County will benefit by being provided a new payment channel and by having the capability to pay in person or through the internet via credit or debit card online as opposed to paying over the counter by cash or check or having to mail in payments.

#### PARTNER BENEFIT

By providing the payment service, Oconee County will save time and resources spent handling customer transactions. The payment service also provides the capability to accept credit and debit card transactions via the Internet or over-the-counter. Oconee County will be able to provide a new payment channel for its customers.

---

### SCOPE STATEMENT

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#### PROJECT OVERVIEW

Through the South Carolina Judicial Department's Case Management System (CMS) application, SCP will provide real-time credit transaction authorizations through SCP's TPE, an enhanced Payment Processing system.

#### ASSUMPTIONS

Reporting capabilities will be provided through the Payment Engine to assigned users.



## SOUTH CAROLINA INTERACTIVE

### BUSINESS REQUIREMENTS & FUNCTIONALITY

- TPE will be available through the South Carolina Judicial Department's CMS application.
- Once payment information is submitted through the CMS application, all data is certified through a real-time validation process.
- If the transaction is not successful, the CMS application will display an error message describing the error.
- If the transaction is successful, a message indicating the transaction was authorized will be sent to the CMS application.
- Oconee County will receive fund disbursements, via ACH transfer, directly to their bank account.

### TECHNICAL DESCRIPTION

- All applications within which sensitive data is transmitted shall be performed using the Secure Socket Layer (SSL) protocol using the portal's registered SSL certificate.
- TPE application shall reside on the portal's internal servers behind firewalls and appropriate security systems.
- The data provided for this application will be stored using a secured SQL Database.
- Each page of an encrypted application will have a time limit placed upon it, watching for inactivity. When the time limit is exceeded without any activity occurring, the page will force the user to log out automatically in order to protect data.

---

### ANTICIPATED RISKS

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There are no known anticipated risks associated with this application.

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### FEES AND SCI COMPENSATION

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The convenience fee for using TPE is in accordance with the fees approved by the eGovernment Oversight Committee. The convenience fee structure is as follows:

Merchant fee:	1.33% of the transaction amount
Portal fee:	\$1.00 per transaction

SCI will collect the merchant fees and the portal fees at the time the money is deposited to the State's Network Composite account.

Any proposals for changes in fees made by any party to this Statement of Work shall first be discussed with Oconee County prior to review and approval consideration by the E-Government Oversight Committee.

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**PRINCIPAL DELIVERABLES, ESTIMATES AND PROJECTIONS**


---

This section will describe the principal deliverables required of SCI for completion of the project along with estimates for completion of each task. Where applicable, anticipated transaction volumes, annual growth and revenues based on estimated adoption values will be included.

Task	Number of resources	Allocation	Duration	=	Estimate
Payment Engine Setup	2	20%	5 days		2 days
Test Site Setup	2	20%	5 days		2 days
User Payment Engine Training	1	30%	1 day		3 hours
Interna Testing	2	25%	10 days		5 days
Migration and Implementation	2	25%	1 day		1/2 day
Project Management (over the course of the Project)	1	10%	40 days		4 days
<b>Total Resource Estimate</b>					<b>16 1/2 days</b>

---

**RESPONSIBILITIES OF THE PARTNER**


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In order to accomplish the tasks outlined in this Agreement, SCI will require Oconee County to perform the below listed items in a timely manner. If Oconee County fails to provide any one of these items, the delivery dates for the SCI deliverables may require adjustment. SCI is not responsible for delays due to unavailability of data or resources from Oconee County.

This section includes standard responsibilities of Oconee County in connection with this project.

- Oconee County will designate a Project Manager to serve as the primary point of contact for Oconee County deliverables. This Project Manager will coordinate completion of Oconee County deliverables with the SCI project team and will have responsibility and authority for review and approval of deliverables under this Agreement.
- Oconee County will assist SCI in resolving any problems that arise both during and after the implementation of this project.
- Oconee County will provide transfer of necessary environment and business processes to SCI. Verbal walkthroughs and documentation will satisfy this responsibility.
- Oconee County will provide necessary banking information to SCI. This information includes the routing number, account number and account type. In addition, a contact name

## SOUTH CAROLINA INTERACTIVE

and telephone number will be provided for the primary contact for Oconee County's financial information.

- Oconee County will make necessary personnel available for training on TPE.
- Oconee County will provide necessary resources to perform User Acceptance testing of TPE.
- Oconee County will be responsible for disbursing any and all funds to Oconee County that are collected in connection with payment of fines.
- Oconee County will sign and return to SCI the Letter of Acceptance before the application is implemented.

---

### RESPONSIBILITIES OF SOUTH CAROLINA INTERACTIVE

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This section includes responsibilities of South Carolina Interactive (SCI) in connection with this project:

- SCI will designate a Project Manager to serve as the primary point of contact for the SCI deliverables, who will provide Oconee County with a working timeline for the project, and who will coordinate completion of the SCI deliverables with Oconee County project team.
- SCI will develop the application as defined in the Scope statement contained herein.
- SCI will provide day-to-day management of the work plan.
- SCI will host periodic team meetings to review the status of project activities against the plan.
- SCI will provide status updates to Oconee County Project Manager, as required.
- SCI will provide Oconee County with a User's Manual for TPE.
- SCI will perform user training on TPE for Oconee County's financial resources.
- SCI personnel will complete TPE merchant and service(s) set up in the test application for purposes of user acceptance testing.
- SCI personnel will complete initial user setup for TPE.
- SCI will perform ACH testing and ensure proper functionality before the application is implemented.
- SCI will place the application into production and make it available for use by Oconee County after receipt of an executed Letter of Acceptance from Oconee County.
- SCI responsibilities regarding disbursement of funds to Oconee County following completion of a transaction is set out in the Process for Funds Transfer section of this Agreement.

---

### DELIVERY OF FINAL APPLICATION

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Following user acceptance testing, Oconee County will be requested by SCI to sign a formal Letter of Acceptance ("Letter"). This Letter must be executed by the Project Sponsor or Project Manager, as previously identified in this Agreement and the Letter must be received by SCI's General Manager before the application can be placed into production and made available for use by Oconee County. Once SCI receives the executed Letter from Oconee County, the application will be deemed accepted, placed into the production environment and the project will be considered complete and delivered.

---

## CHANGE PROCESS

---

The scope of work as specified in this Agreement shall not change except when approved in accordance with the following processes and/or protocols:

### **Prior to Software Delivery:**

SCI and Oconee County Project Managers will review any issues that may arise and determine if the resolution will lead to a change in the scope of work, which is defined as a change that will impact cost, schedule or staffing.

The proposed change is formally documented, including the impact on schedule, cost and staffing. The proposed change in the scope of work is reviewed by the SCI and Oconee County Project Managers and taken before the eGovernment Oversight Committee for approval.

Once the change in the scope of work is approved by the eGovernment Oversight Committee, the change becomes an Addendum to this Agreement.

### **After Software Delivery:**

**Maintenance:** After the application is launched, if maintenance issues arise or reporting an error becomes necessary, Oconee County should contact SCI at 803-771-0431. Maintenance includes graphical changes, addition or re-wording of text, or other changes that do not materially change the utility, efficiency, functional capability, or application of the software. All other requested changes will be deemed significant maintenance efforts, requiring Oconee County to submit a written change request to SCI. SCI will then evaluate the request, seek additional information if necessary, and prioritize it in consideration of other ongoing development projects with the approval of the eGovernment Oversight Committee.

**Software Modifications and Enhancements:** For software modifications or additions that materially change the utility, efficiency, functional capability, or application of the software, Oconee County will submit a written change request. SCI will then evaluate the request, seek additional information if necessary, and prioritize it in consideration of other ongoing development projects with the approval of the eGovernment Oversight Committee.

---

## ONGOING MAINTENANCE AND SUPPORT

---

After the application is delivered, as defined above, SCI will provide support for the proper installation and ongoing general operation of the current release of the application. SCI will use reasonable efforts to correct problems with TPE that are reported by Oconee County.

SCI will make reasonable efforts to correct any errors or provide a work-around solution. If a work-around is the immediate solution, SCI will then use reasonable efforts to provide a final resolution for the error.

## SOUTH CAROLINA INTERACTIVE

Maintenance and support as described herein does not include software modifications or additions that materially change the utility, efficiency, functional capability, or application of the software.

---

### FUTURE SOFTWARE MODIFICATIONS AND ENHANCEMENTS

---

At Oconee County's request, SCI may consider developing modifications or additions that materially change the utility, efficiency, functional capability, or application of the software ("Enhancements") based on a fee and timeline mutually agreed to in writing by the parties. Modifications or additions will be undertaken on a project basis, subject to the review and approval of the eGovernment Oversight Committee.

---

### PROCESS FOR FUNDS TRANSFER

---

- A. All funds collected through use of SCP's TPE, in connection with this Agreement shall be directly deposited by the credit card processing bank in the State's Network Composite Account. SCI will then transfer funds daily to Oconee County bank account from the State's Network Composite Account.

The detailed processes are as follows:

1. The System will provide customers of Oconee County with the ability to remit a payment at Oconee County offices or over the Internet via a credit or debit card.
  - a. Customers will have the option of using any credit or debit card with the Visa<sup>SM</sup>, Discover<sup>SM</sup> or MasterCard<sup>SM</sup> logo.
  - b. A convenience fee will be charged to the customer for each transaction in accordance with the fee structure approved by the eGovernment Oversight Committee.
  - c. Transactions will be authorized and deposited into the State's Network Composite Account within two (2) business day following the date of the transaction.
  - d. SCI will then transfer the funds deposited into the State's Network Composite Account on behalf of Oconee County to Oconee County's bank accounts. Following is the required depository account information:
2. Monies transferred from SCI to Oconee County should post to Oconee County's account within three (3) to five (5) business days of the original deposit into the State's Network Composite Account. If the date of a transaction falls on a bank or state holiday, the entry will be posted to the State's Network Composite Account on the next business day. This will extend the time period in which monies are transferred between the State's Network Composite Account and Oconee County's account by twenty-four (24) hours.
  - a. Transfer of funds will not occur on the following days:

## SOUTH CAROLINA INTERACTIVE

- i. All Saturdays
- ii. All Sundays
- iii. New Year's Day (January 1)\*
- iv. Martin Luther King's Birthday (third Monday in January)
- v. Washington's Birthday (third Monday in February)
- vi. Confederate Memorial Day (May 10)
- vii. Memorial Day (fourth Monday in May)
- viii. Independence Day (July 4)\*
- ix. Labor Day (first Monday in September)
- x. Columbus Day (second Monday in October)
- xi. Veteran's Day (November 11)\*
- xii. Thanksgiving Day (fourth Thursday in November)
- xiii. Day After Thanksgiving (fourth Friday in November)
- xiv. Christmas Day (December 25)\*
- xv. Day After Christmas (December 26)\*
- xvi. Other holidays may be included when so declared by the state of South Carolina.

\*If January 1, July 4, November 11, December 25 or December 26 falls on a Sunday, the next following Monday is the observed holiday. \*If January 1, July 4, November 11, December 25 or December 26 falls on a Saturday, the previous Friday is the observed holiday.

- b. It will be the responsibility of Oconee County to issue refunds to their customers at Oconee County's discretion. SCI will invoice Oconee County monthly as necessary for the amount of the refund. No additional convenience fees are associated with refunds.
- c. In the case of a chargeback (when a customer disputes the charge) the credit card processing bank will automatically debit the state's Network Composite Account. Charge backs occur for the following reasons:
  - i. Customer does not recognize charges
  - ii. Fraudulent mail or phone order (also applies to Internet transactions)
  - iii. Duplicate processing
- d. In the case of a dispute, SCI will notify Oconee County within 24 hours by phone or by email of SCI's receipt of a dispute notice.

- e. In the case of a dispute, SCI will request Oconee County to provide SCI with any proof of service, receipt, etc. to aid in responding to the dispute.
- f. SCI will make every effort to use the proof of service, receipt, etc. to aid in responding to any charge backs made to the State's Network Composite Account. However, if resolution of the disputed charges cannot be accomplished, SCI will advise Oconee County as necessary for the amount of the transaction.

---

### TERM AND TERMINATION

---

The term of this Agreement and the services to be provided by SCT's TPE is coterminous with the Master Contract and any extensions or renewals thereof, and/or the SLA and related Addendum between the SCT and SCI, unless either terminated in accordance with the terms of the Agreement.

This Agreement may be terminated: (i) by either party in the event of a material breach of this Agreement by the other party if such breach continues uncorrected for thirty (30) days after such notice; or (ii) by a written agreement executed by the parties.

---

### LIMITATION OF LIABILITY

---

a. SCT's liability is limited to accurately performing the online transaction and disbursing funds from the Network Composite Account to Oconee County's account. Collection, charge backs and disputed payments are the financial responsibility of Oconee County.

b. SCI shall not be liable for any indirect, special, incidental, economic or consequential damages arising out of or relating to this Agreement.

c. SCI and its subsidiaries, affiliates and their directors, officers, and employees shall not be liable for any losses, costs, expenses, including reasonable attorney's fees, arising out of any claim, suit or proceeding related to the use of TPE by Oconee County or any third party, and any modifications or changes to the operating platform or environment on which or with which TPE is operated.

SOUTH CAROLINA INTERACTIVE

---

**SIGN OFF**

---

I, the undersigned, have the authority to make binding decisions on behalf of my respective agency/department regarding projects in collaboration with SCL.

I also have the authority to allocate agency/department resources towards the above-described project.

I have read the above Agreement and understand all the implications thereof. Any future changes to this SOW will be made through a formal written request to SCL.

By signing, I acknowledge that the project described herein has received any required legal reviews and is in compliance with current State of South Carolina statutes and administrative rules.

---

Dale Surrent  
County Administrator  
Greene County

---

Jeff McCartney  
General Manager  
South Carolina Interactive, LLC

Date \_\_\_\_\_

Date \_\_\_\_\_



SOUTH CAROLINA INTERACTIVE

# SERVICE LEVEL AGREEMENT

South Carolina Judicial Department

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## SERVICE LEVEL AGREEMENT

THIS SERVICE LEVEL AGREEMENT ("Agreement") is entered into between the South Carolina Judicial Department ("the "SCJD" or "Agency") and South Carolina Interactive, LLC ("SCI" or "Portal Manager"). The contractual period will begin on the date it has been signed by both parties.

### RECITALS

WHEREAS, pursuant to a document defined below, infra, as the Master Contract, the Division of the State Chief Information Officer ("the CIO") has engaged the Portal Manager to develop a State Portal (the "Portal") to provide electronic access to government information and transactions at the state and local levels across multiple agencies, boards, and commissions, to residents, businesses and other users; and

WHEREAS, the Division of the State Chief Information Officer ("the CIO") has delegated to the Portal Manager certain responsibilities, including responsibilities to be fulfilled under this Agreement; and

WHEREAS, the Division of the State Chief Information Officer ("the CIO") desires to provide electronic transactions on behalf of the "SCJD", to users of the Portal, if permitted by the "SCJD";

NOW THEREFORE, in consideration of the mutual conditions, covenants and promises contained in this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### Part I: Terms and Conditions

#### **SECTION 1: Statement of Purpose.**

The purpose of this Agreement is to define the overall circumstances and responsibilities related to providing various online electronic access and transactions through the Portal at Agency's discretion, to obtain or create certain public records that are maintained in electronic form, or which will in the future be maintained in electronic form, by the Agency.

#### **SECTION 2: Order of Precedence.**

This Agreement is subordinate to the terms and conditions of the Contract between the State of South Carolina and SCI for Enterprise Web Portal and eCommerce Upgrade (Solicitation 04-S6291, "Master Contract"). The contract consists of the following documents which are listed in order of precedence: (1) the document entitled Enterprise Web Portal And eCommerce Upgrade Additional Contract Terms, June 2004, which adds additional terms and conditions, replaces or supplements terms and conditions in the solicitation and eliminates select solicitation terms by agreement, (2) all amendments to the original solicitation in reverse order of issuance, (3) the solicitation as issued by the state of South Carolina Information Technology Management Office, (4) any amendments to SCI's proposal accepted by the Information Technology Management Office, (5) SCI's proposal. In the event of a conflict between the provisions in this Agreement and the foregoing documents, the provisions of the foregoing documents shall control.

**SECTION 3: Term of Agreement**

This Agreement shall commence on the date it is signed by both parties or on such date specified in this Agreement and shall expire on a date co-terminous with the Master Contract. This Agreement may be amended by the written agreement of the parties and with the approval of the eGovernment Oversight Committee. This Agreement shall not extend past the termination of the Master Contract.

**SECTION 4: Termination**

- a. At the Agency's option, this Agreement may be terminated for cause separately from the Master Contract upon the occurrence of any of the following:
  - i. The Portal's allowance of unauthorized access prohibited by this Agreement; or
  - ii. The Portal's material breach of any term, provision or condition of this Agreement, which continues uncured for twenty (20) days following written notice and demand for cure unless Agency has in writing approved an extension of time to cure such breach.
- b. At the option of the Portal and upon 30 days advance written notice to the AGENCY, the Portal may terminate:
  - i. a particular service application if there is insufficient interest in such application demonstrated by the Portal users or subscribers; or
  - ii. this Agreement or a particular service for a continuing failure by the Agency to keep the related information updated and available to the Portal in accordance with the schedule agreed upon by the Portal and the Agency.

**SECTION 5: Copyright and Content Non-Supervision Acknowledgment**

The Agency represents to the Portal that the content materials furnished to the Portal by the Agency for electronic access on the Portal do not violate any third party's copyright right or intellectual property rights. The Agency acknowledges that the Portal exercises no control, censorship, or direction over the links the Agency may request to other non-Portal sites that may be made available on the Portal. Further, the Agency acknowledges that the Portal exercises no control, censorship, or direction over the content of the Agency's public records or text furnished by the Agency to the Portal.

**SECTION 6: Assignment**

The Portal may not assign this Agreement without the prior written consent of the Agency, and such consent shall not be unreasonably withheld by the Agency. Any assignment of this Agreement without the permission of the Agency shall be null and void.

**SECTION 7: Notices.**

All notices shall be in writing and shall be directed to the parties to this Agreement as shown below:

**To the AGENCY:**

South Carolina Judicial Department  
Attn: Josh Assay  
Information Technology  
1015 Sumler Street, Suite 108  
Columbia, SC 29201

**To the Portal:**

South Carolina Interactive, LLC  
Attn: General Manager  
Suite 710  
1301 Gervais Street  
Columbia, SC 29201

Courtesy copies of notices should also be sent to the Office of the CIO:

Chief Information Officer  
South Carolina Budget and Control Board  
4430 Broad River Road  
Columbia, SC 29210

**SECTION 8: Severability.**

If any provision of this Agreement shall be declared illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

**SECTION 9: Construction and Interpretation.**

The Agreement shall be construed in accordance with the laws of the State of South Carolina.

**SECTION 10: Paragraph Headings.**

The paragraph headings are inserted in this Agreement for convenience only and shall not be used in interpreting this Agreement.

**SECTION 11: Complete Agreement.**

Except as otherwise provided herein, this Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto. No amendment, waiver or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Neither the Agency nor the Portal shall be bound by any oral agreement or representation relating hereto.

## Part II: Services, Collections and Payments

### **SECTION 1: Applications Developed Under This Agreement**

Each application developed for the Agency under this Agreement will be described in a separate Statement of Work (SOW), which will be made part of this Agreement. Each SOW will describe the public records to be accessed, the transactions to be facilitated and the services to be provided through the Portal. Since the SOW is the document that describes the purpose and scope of the proposed application, the Agency is expected to collaborate with SCI on the preparation of this document.

The SOW will describe the services that will be available to users and subscribers, and the fees, if any, to the users of the services. The funds so collected will be apportioned between the Agency and the Portal as indicated in the SOW. The EGovernment Oversight Committee will need to approve the services to be offered and the Portal portion of any fees to be charged. The Agency may increase or decrease the statutory fees as directed by law, which increase or decrease will be passed directly through to those accessing such records or conducting such transactions through the Portal.

Each SOW will, at a minimum address the following issues as necessary and appropriate:

- Overview
- Subordination to Service Level Agreement
- Project Participants
- Purpose Statement
- Fees and Portal Compensation
- Overview of Current Process
- Scope Statement
- Anticipated Risks
- Fees and SCI Compensation
- Principal Deliverables, Estimates and Projections
- Responsibilities of the Partner
- Responsibilities of SCI
- Delivery of Final Application
- Change Process
- Ongoing Maintenance and Support
- Future Software Modifications and Enhancements
- Sign Off
- Appendix A: Letter of Acceptance

### **SECTION 2: Development Schedules and Timetables**

The Portal will work with the Agency to create a development timetable to be included in each SOW. However, schedule projections are made in most cases without extensive investigation of legacy systems, without knowledge of business rules and business flow, without estimates of staff time committed to projects and without design and architect steps being taken. The Portal will work diligently to accomplish each such application according to the schedule in accordance with the relative priority assigned by the eGovernment Oversight Committee. The Agency will be responsive to the Portal by providing information and assistance as needed to meet the delivery dates on the schedule. The Agency understands that the schedule and assignment of priority may need to be adjusted to accommodate reasonable delays due to policy, marketing and technical issues outside the control of the Portal or as directed by the eGovernment Oversight Committee. Regular meetings will be set to discuss and update the project plan as necessary throughout the term of the Agreement. The Portal will make every effort to keep the Agency informed of problems that may cause a delay in the delivery of the application contained in the SOW.

The Agency and the Portal may modify the SOW to add or delete services only by mutual agreement.

### **SECTION 3: Portal Access to Data Records**

Where applicable and as stated in the Statement of Work, the Agency authorizes the Portal to access electronic public records and confidential records maintained by the Agency in accordance with this Agreement. Access by the Portal will be on an inquiry-only, as needed basis for the purpose of providing access, facilitating transactions or offering other services to users of and subscribers to the Portal as permitted by state law.

### **SECTION 4: Application Costs**

The Portal shall be responsible for costs and expenses in establishing electronic access or other applications for electronic services, including without limitation, the cost for purchasing or developing and maintaining all programs used to interface with the Agency computer applications to provide access to the public records maintained by the Agency.

### **SECTION 5: Collections**

The Portal shall be responsible for the collection of payments in accordance with the terms of the Master Contract or SOW.

### **SECTION 6: Payments**

Payments shall be made in accordance with the terms of the Master Contract and as described in the SOW. Reconciliation and audit information will be provided as set forth in the Master Contract or as separately agreed in the SOW.

### **SECTION 7: Auditing of Online Usage**

Consistent with State policies, Agency shall have web (read) access to the computerized log of Portal users accessing for-fee Agency data and their security status, without access cost to Agency. Agency will be responsible for the cost of terminal(s) and the cost of internet access, whichever is used.

Agency must be able to sign on to SCI's system to audit enhanced access to its for-fee records. On-line audit capability must be available for the length of time after transaction processing specified by Agency. After the on-line retention period has expired, SCI shall, as specified between SCI and Agency, retain, destroy, or provide the Portal user log information to other state agencies without cost. Insofar as those records may be public, SCI shall act as directed by Agency in compliance with the State law on retention or access of public records.

At a minimum, the Portal shall retain the following data: name of Portal user, transaction data and time, type of inquiry and access keys.

SCI shall notify Agency and the relevant information technology management office of any unauthorized access to Portal operations lying within SCI's control, within two (2) hours of detection of the same. The notice shall contain detailed information to aid the State or Agency in examining the matter.

Service Level Agreement – Version 1.2

*IN WITNESS TO THEIR AGREEMENT TO ALL THE ABOVE AND FOREGOING*, the parties hereto have herein below executed this Agreement the day and year first above written:

**South Carolina Judicial Department**

By \_\_\_\_\_  
Authorized Officer or Agent

Date \_\_\_\_\_

**South Carolina Interactive, I.I.C.**

By \_\_\_\_\_  
Authorized Agent

Date \_\_\_\_\_



*Addendum to Service Level Agreement and Statement of Work between the South Carolina Judicial Department and South Carolina Interactive, LLC for the South Carolina Judicial Department Case Management System*

This Addendum ("Addendum") is entered into on this 3rd day of July 2007 (the "Effective Date"), between the South Carolina Judicial Department ("the SCJD") and South Carolina Interactive, LLC ("SCI") and amends the Service Level Agreement dated March 9, 2006 by and between the SCJD and SCI ("SLA") and the Statement of Work dated March 9, 2006 by and between the SCJD and SCI ("SOW").

**WITNESSETH:**

**WHEREAS**, the SCJD and SCI desire to amend the SLA and the SOW to include the ability of third parties using the SCJD's Case Management System to benefit from the SCI's Payment Engine application ("TPE") and to address related liability issues arising there from.

**WHEREAS**, the SCJD entered into an SLA and SOW with SCI to provide credit and debit card payment processing capabilities to the SCJD Case Management System. The purpose of the project is to prevent a duplication of effort in creating and maintaining SCI's TPE at the Judicial Department level.

**WHEREAS**, based on the SLA and SOW between the SCJD and SCI, agencies, counties and/or municipalities (SCJD Customers) who partner with the SCJD to use their CMS application, can use SCI's TPE to process credit and /or debit card transactions by entering into a separate agreement with SCI.

**NOW, THEREFORE**, the SCJD and SCI agree to amend the SLA and SOW as follows:

**1. Responsibilities of SCI and the SCJD's Customers**

The responsibilities of SCI and the SCJD's Customers will be defined and set forth in writing in a separate Statement of Work and Agreement for Services to be executed by SCI and the SCJD's Customers.

**2. Responsibilities of the SCJD and the SCJD's Customers**

Any responsibilities that may exist between the SCJD and the SCJD's Customers will be defined and set forth in a separate agreement between the SCJD and SCJD's Customer.

**3.** The remainder of the Agreement is hereby reaffirmed, together with any amendments that may have been mutually agreed before the date of this Addendum.

Wherefore, the parties having read and understood the foregoing terms of this Addendum do by their respective signatures dated below hereby agree to the terms thereof

SOUTH CAROLINA JUDICIAL DEPARTMENT

By \_\_\_\_\_  
Authorized Officer or Agent

Date \_\_\_\_\_

SOUTH CAROLINA INTERACTIVE, LLC

By \_\_\_\_\_  
Authorized Agent

Date \_\_\_\_\_

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** January 6, 2009  
**COUNCIL MEETING TIME:** 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Blue Ridge Electric Cooperative Utility Tax Credit Funds Contract

**BACKGROUND OR HISTORY:**

When a utility provides Utility Tax Credit Funds to a government agency the utility requires the receiving agency sign a contract indicating what the funds will be used for and that the funds will be returned if not used for that purpose. We have received these funds from Blue Ridge Electric and AT&T several different times and in fact \$1,000,000 of Blue Ridge Electric Co-op Utility Tax Credit Funds was used to help purchase the property this is now the Golden Corner Commerce Park. Blue Ridge also provided funds to help start the Oconee County Commerce Center and build our first Spec Building.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Blue Ridge Electric Co-op is asking that the County sign the 2008 contract.

**STAFF RECOMMENDATION:**

The County Attorney has reviewed this contract and recommends it be signed by the County Administrator.

**FINANCIAL IMPACT:**

The County received \$240,000.00 in 2008.

**ATTACHMENTS:**

Copy of the 2008 contract is attached.

**Submitted or Prepared By:**

James W. Alexander, FDC Director  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
Dale Sorrett, County Administrator

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance

C: Clerk to Council

STATE OF SOUTH CAROLINA

}  
}  
}

CONTRACT

COUNTY OF OCONEE

WHEREAS, the County of Oconee, hereinafter referred to as County, and Blue Ridge Electric Cooperative, Inc., by and through its Board of Directors, herein all individually and jointly hereinafter referred to as Cooperative, wish to enter into this agreement.

NOW, THEREFORE, for the mutual covenants set forth herein, receipt and sufficiency of which are hereby acknowledged, and the other rights, duties and obligations as set out below, the parties agree as follows:

1. That cooperative, as a rural electric cooperative organized and existing under the laws of the State of South Carolina, is eligible to take advantage of the South Carolina Rural Development Act of 1996, Act No. 462 (hereinafter "the Act").
2. That County is a body politic organized as a county under the laws of the State of South Carolina, and is in the process of developing the Oconee County Commerce Park (the "Park") in Oconee County near or about Westminster.
3. That Oconee County has acquired land for the Park, is developing the Park, and owns the Park in which certain infrastructure will be placed such that the construction of the Park constitutes a "qualifying" project under the Act.
4. That Cooperative intends to provide monies to the County in order to construct a shell building in the Park outside the Town of Westminster in the State of South Carolina. All of such monies shall be used by County to construct a shell building in the Park (the "Infrastructure"), as defined under the Act.
5. That Cooperative, under the Act, is allowed to apply for a credit against its license fee liability for amounts paid to County in cash to purchase Infrastructure in support of the qualifying project as prescribed in Section 12 of the Act.
6. That County has requested and Cooperative has agreed to invest \$240,000 in infrastructure payments that cooperative would otherwise have been paid as part of its license fee liability to the State of South Carolina, through the South Carolina Department of Revenue. South Carolina Department of Revenue Ruling #96-11 (12-9-96) (the "Ruling") provides that there are no restrictions requiring a qualifying project be within the service area of the electric cooperative claiming the credit involved in this Agreement; thus, an electric cooperative subject to license fee under Section 12-20-100 of the South Carolina Code, 1976, as amended, may contribute cash to any project that meets the requirement of the Act.

7. That County agrees to use the funds provided through this Agreement only for infrastructure improvements set out and approved by the Act.

8. That County agrees to abide by any and all stipulations, conditions, and requirements of the Act, including but not limited to any and all necessary filings made necessary by the Act upon receipt of the funds provided hereby.

9. That if, and in the event, the County fails, or otherwise refuses to use the funds contributed by Cooperative through this Agreement as required herein, County hereby agrees to take any and all such steps necessary to repay those funds to Cooperative, or in the alternative to pay them on behalf of Cooperative to the Department of Revenue, all within sixty (60) days of notification to the County by competent authority that such funds were not properly used. If the County fails to take action to reimburse the State or the Cooperative as required in this section, the Cooperative shall have a cause of action against the County for breach of this agreement.

10. That in the event the funds provided through this Agreement are not appropriately used under the Act and Cooperative is held responsible for the payment of any or all of these funds to the State of South Carolina, County agrees not only to repay such funds, but also agrees, to the extent allowed by law, to pay any penalty, interest, or fines that result from the lack of or inappropriate use of said funds.

11. That the parties agree that they will both sign such form as may be required by the Act waiving the statute of limitations on the State of South Carolina through the South Carolina Department of Revenue for attempting to collect the above referenced funds; if and in the event they are not appropriately used under the Act and both parties agree to take all steps that would be necessary to cooperate with the Department of Revenue to see that the transfer and use of these funds are appropriately handled and accounted for.

WITNESS our hands and seals this 16<sup>th</sup> day of December 2008, at Wathalla, South Carolina.

WITNESSETH:

COUNTY OF OCONEE

\_\_\_\_\_

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

\_\_\_\_\_

Its: \_\_\_\_\_

BLUE RIDGE ELECTRIC  
COOPERATIVE, INC.

Calvin Black  
Li May

By: Charles E. Dalton

Its: President CEO

MEMORANDUM

TO: Council Members

FROM: Beth Hulse, Clerk to Council

DATE: January 2, 2009

RE: Upstate Alliance

Oconee County  
Administrative Offices  
815 South Pine Street  
Winstona, SC 29691

[www.oconee.org](http://www.oconee.org)

Phone: 864-718-1522  
Fax: 864-718-1026

E-mail:  
[phulse@oconee.org](mailto:phulse@oconee.org)

George C. Blanchard  
District I

Wayne McCal  
District II

Mario Suarez  
District III

Joel Thrift  
District IV

Reg Dexter  
District V

Gentlemen:

On the back of this memo is an email I received from Yolanda Morton, Upstate Alliance, requesting a workshop meeting with Council to discuss regional growth and planning.

They were hoping to schedule the meeting in January 2009. I informed them that we had three new council members being sworn in on the 6<sup>th</sup> and that we could not commit to a date until the first meeting in January 2009.

This issue is on the January 6<sup>th</sup> agenda under New Business for discussion. I would request that each of you bring your calendars so that collectively you all can identify several dates/times for the workshop.

Thanks.



**Beth Hulse**

---

**From:** Yolanda Morton [YMorton@UpstateAlliance.com]  
**Sent:** Tuesday, December 15, 2008 3:08 PM  
**To:** Beth Hulse  
**Cc:** Jim Alexander  
**Subject:** Request from the Upstate Alliance re: "Reality Check":OCONEE COUNTY

Beth,

I tell you – Oconee County is certainly on top of it! ☺ Thank you for your speedy response! I am writing on behalf of my President, Hal Johnson, who is involved with the Urban Land Institute's (ULI) "Reality Check" initiative. "ULI", "Upstate Forever", and "Upstate Together" have teamed up to collaborate on ULI's Reality Check effort, and would like to hold workshops with County and City Council officials and administrators in each of the individual 10 counties that make up the Upstate. **The purpose of the workshops will be to discuss Regional Growth and Planning.**

They are hoping to hold all workshops within the month of January 2009 on a day or evening that is convenient for your council members and administrator. Could you provide me with 2 or 3 dates in January that you feel we could most of your council members to the workshop? FYI, the evenings of January 12<sup>th</sup>, 20<sup>th</sup>, & 27<sup>th</sup> are already taken. Otherwise, the month is wide open, and we are flexible with time of day (whether it be a luncheon workshop, breakfast workshop, etc.). Let's discuss at your earliest convenience.

Thank you for all of your assistance in helping me to get this workshop scheduled. I look forward to hearing back from you.

Kindest regards,

Yolanda

Yolanda E. Morton  
Investor Relations Specialist/Executive Assistant to the President  
Upstate SC Alliance  
124 Verdau Blvd., Suite 202  
Greenville, SC 29607  
Phone: 864.283.2304  
Fax: 864.283.2310

*See how you can be blown away by Upstate South Carolina!*  
[www.itsasblownewwy.com](http://www.itsasblownewwy.com)





FOR YOUR INFORMATION  
January 6, 2009

**Beth Hulse**

---

**From:** Dale Surratt  
**Sent:** Friday, December 19, 2008 3:54 PM  
**To:** Beth Hulse  
**Subject:** FW: legal residence information 12-16-08 (4)

Beth,

Please include this in the Jan 5 CC package as info only.

Mr. McCak notified me of a concern regarding an individual that he believes is an out of state resident who is claiming legal residence (4%) property tax status. He has a copy so just provide this background to the other members as FYI.

Dale

---

**From:** Leslie N. Smith  
**Sent:** Tuesday, December 16, 2008 2:10 PM  
**To:** Dale Surratt  
**Subject:** legal residence information 12-16-08 (4)



## **Oconee County Assessor's Office**

415 S. Pine Street, Walhalla, SC 29691  
Tel - 864.638.4150 Fax - 864.638.4156

### ***Memorandum***

**Date:** December 16, 2008

**To:** Dale Surrett, County Administrator

**From:** Leslie Smith, County Assessor

**Re:** 383 McCall's Drive, Salem, SC

This memo is in response to your recent inquiry regarding the ownership, residency, and tax status of the above referenced property and a brief overview of the state law regarding legal residency and how it is implemented in Oconee County. You also inquired in regards to steps which might be taken should it be discovered someone either fraudulently obtained the 4% legal residence classification, or failed to report a change in the use of the property. I will attempt to provide this information in a brief and concise manner. However, I will include attachments which will provide greater detail should it be needed.

As indicated by Attachment # 1 the property in question is owned by KA & JV Gonglefski and classified as a 4% legal residence based on its occupancy by Mr. JV Gonglefski one of the owners. Please refer to Attachment # 2 for a copy of the legal residence application. Items we routinely check for when a legal residence application is made include a South Carolina Drivers License and vehicle registrations. When circumstances warrant it, additional proof might be required such as income tax information, utility bills etc. In this instance as indicated by attachments # 3, # 4 and # 5 Mr. Gonglefski has both a South Carolina driver's license and voter registration card listing #383 McCall's Drive as his residence and has several vehicles registered.

As indicated by Attachment # 6, the Gonglefski's also own a home in Fulton County Georgia occupied by Mrs. Gonglefski. As indicated by Attachments # 7 and # 8, in the past the court has ruled that while a legally married couple can have only one legal residence in the state of South Carolina, they are not necessarily excluded from having a second home in another state.

Section 12-43-220 (Attachment # 9) was amended several years ago so that the law no longer requires periodic reapplication by the taxpayer. However, should we discover a property no longer qualifies they would be sent a reassessment notice for either the current or upcoming tax year depending on the situation. If fraud can be proven, the law provides for

a penalty of up to 100% of current year taxes. However, in South Carolina, fraud cases are rarely made because counties do not have an investigator available to perform the necessary research. The difficulty being that in most cases, the taxpayer only has to be a legal resident for 1 day during a calendar year in order to qualify. It has historically been general practice throughout the state to "back tax" to the greatest extent possible but not attempting to prove fraudulent intent.

I hope this information meets your needs. If not, please let me know.



Parcel:

Map# 124-06-01-036 R02455088 Rev:  
Comm. Act Date 07/22/2007

Line 1 ROBLE DENISE A AS TRUSTEE IPV  
Line 2 KA & J V ER GONGLOFRKTRSS TR Value: 350,000  
Line 3 383 MCCALLS DR Slog Value: 645,730  
Line 4 SALEM SC Total Val: 995,730  
Zoning: 20875 Total Tax: 595,730

Dist: 37 Fro: KEOWEE Nhood:  
Town: Seelye Use: 015

Desc 1 LT 90 PHASE II WYKONARU POINTE ADD SPROK-0020208TY

Legal 1:

Legal 2:  
Prop: 383 MCCALLS DR SUFF. DII

Exempt (Y/N) Own Occ Prop. TIF Base  
Appeal (Y/N) Ag Lic For It. BOP  
Rebld# Rescd Noods. Accty By: JAKP



**Oconee County**  
Assessor's Office

415 S. Pine Street, Walhalla, SC 29687  
Tel - 864.639.4150 Fax - 864.639.4158

2

**LEGAL RESIDENCE APPLICATION**

TAX MAP NUMBER 24-02-01-035  
122-04-000-000

Each County Law provides for a 20% per Year Assessor Rate as well as capped local millage levies. The voter may be eligible to be on the ballot for the 20% per Year Assessor Rate.

ALL QUESTIONS MUST BE ANSWERED BEFORE APPLICATION CAN BE PROCESSED.  
If you have any questions, please call the Assessor's Office at 864.639.4150.

1. Do you possess a valid Georgia Driver's License? Yes  
If you do not possess a valid Georgia Driver's License, please provide the name and address of the person who does possess a valid Georgia Driver's License.

2. Are you currently residing at the address listed on the tax map? Yes  
If not, please provide the address you are currently residing at.

3. If you are a single person, please provide the name and address of the person you are currently residing with.

4. Do you have any other property in Oconee County?  
LIC  
382 McCalls Dr, Sumner SC  
382 McCalls Dr, Sumner SC 29078

5. Do you have any other property in Oconee County?  
Yes  
382 McCalls Dr, Sumner SC 29078  
382 McCalls Dr, Sumner SC 29078

6. Have you ever been convicted of a crime involving the use of a firearm?  
No

7. Have you ever been convicted of a crime involving the use of a firearm?  
No

8. Have you ever been convicted of a crime involving the use of a firearm?  
No

9. Have you ever been convicted of a crime involving the use of a firearm?  
No

10. Have you ever been convicted of a crime involving the use of a firearm?  
No

I, the undersigned, declare that the information provided on this application is true and correct to the best of my knowledge and belief. I understand that providing false information is a criminal offense and may result in the denial of my application and the imposition of penalties.

David V. [Signature] 9/11/02 864-944-7509  
Assessor's Office

PLEASE OBTAIN A COPY FOR YOUR RECORDS

ISSUED BY: DAVID V. [Signature] DATE: 9/11/02  
APPROVED BY: [Signature] DATE: 9/11/02

3



STATE OF GEORGIA  
Department of Motor Vehicles

2008

Only Motor Vehicle Licenses in the State of Georgia

Driver Inquiry For Counties

(Enter last name) (Only 1 license will be issued)

DL/CDL License or ID Card Number

Expiring Number

Name Search

Submit

Inquiry Results

DL Number	E100290	Issued	03/11/2008	DL/CDL Code	DL
Name	ROBERT GREGORY THOMAS III			Height	007
Address	887 WILKINS DR LAKELAND, GA 30007-4407			Weight	145
County	DEKALB			DL/CDL	DL
				DL/CDL Code	DL

State of Georgia Department of Motor Vehicles  
12/10/2008 1:11:49 PM



# VOTE

SOUTH CAROLINA

Voter Information for JOSEPH DONKLEPSKI - Carolee@scmr.com

Date of Birth: 05/01/1949

Gender:  Male

Political Party:  Democrat

Residence Address: 385 FIDELITY DR, SHELBY, SC 29578

Race:  White

Voting Address: STANFORD, SC

County:  Union

Product/Service: GAZON-WORLD OF ENERGY

Business Address: 3312 BROADWAY, SENeca, SC

Active Status:  Registered

Voting District:

Congressional District:  03

House District:  031

State District:  03

County District:  01

County Council:  01

City Council:  03

Water/Sewer District:

If you are a voter in a jurisdiction other than South Carolina:

State:  ALABAMA  ARIZONA  ARKANSAS

State:  CALIFORNIA  COLORADO  CONNECTICUT

State:  DELAWARE  FLORIDA

State:  GEORGIA  HAWAII

State:  ILLINOIS  INDIANA

State:  IOWA  KANSAS

State:  KENTUCKY  LOUISIANA

State:  MARYLAND  MASSACHUSETTS

State:  MICHIGAN  MINNESOTA

State:  MISSISSIPPI  MISSOURI

State:  MONTANA  NEBRASKA

State:  NEVADA  NEW HAMPSHIRE

State:  NEW JERSEY  NEW MEXICO

State:  NEW YORK  NORTH CAROLINA

State:  NORTH DAKOTA  OHIO

State:  OKLAHOMA  OREGON

State:  PENNSYLVANIA  RHODE ISLAND

State:  SOUTH DAKOTA  TENNESSEE

State:  TEXAS  UTAH

State:  VERMONT  VIRGINIA

State:  WASHINGTON  WEST VIRGINIA

State:  WISCONSIN  WYOMING

State:  ABROAD

State:  OTHER

State:  NONE

State:  UNKNOWN

State:  OTHER

State:  NONE

State:  UNKNOWN

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State:  NONE

State:  UNKNOWN

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State:  UNKNOWN

State:  OTHER

PLEASE PRINT OR TYPE CLEARLY

Complete the following information and check appropriate box (in status of your Absentee or Provisional Ballot)

Select One:  Absentee Ballot  Provisional Ballot

Please enter the last four digits of your Social Security Number:

Select the Election Type:  Yes  No

SEARCH

SEARCH

SEARCH



6210  
Enter Function...

NAME SEARCH - CURRENT TAXES

12/09/2008



A-GONGLEFSKI JOSEPH 380 MISTWATER TRACE		11/15/07-2 2008 CHEV W985 17 P 595.27 T 1G1YY26W885105072
B-GONGLEFSKI JOSEPH V 383 MCCALLS DR	TT	02/3380-05-4 21865V WAAC880741 2005 CRR 862.35 26FT PORV10431505
C-GONGLEFSKI JOSEPH V 383 MCCALLS DR	TT	02/3380-05-4 25115V WAAC884473 2005 YAMA 54.38 131T YAMA4109E505
D-GONGLEFSKI JOSEPH V & KATHERINE A	17	02/3381-05-3 111-15 05-002 59.85 LT-2-UNIT 51 KEOWEE KEY
E-GONGLEFSKI JOSEPH V & KATHERINE A	17	02/3382-05-3 123-04-01-002 2000.40 L1 159 WATERSIDE CIRC881
F-GONGLEFSKI JOSEPH VINCENT 383 MISTWATER TRACE	17 P	06/59-09-1 2006 CHEV YY2W 771XRE 634.30 1G1YY26W885105072

D=DELD B=BNKRPTCY C=BAD CHK R=APPROV RENG A=PNLTY ABTD T=TAG RNWD S=SALE



Arthur E. Ferdinand  
Tax Commissioner  
Fulton County, Georgia

TAX BILL

141 Pryor Street  
Atlanta, Georgia 30303  
(404) 730-6100

Parcel Owner  
GONCLESKI JOSEPH V & KATHERINE A

Parcel Identification  
11-0781-0732-042-0

Disposition  
Res. Single  
User ID  
1WR

Worksheet ID

Market Address  
380 MUSTWATER TRC

Parcel Number  
8805240

Current Tax 2008 2009  
476,900

Current System Value  
880,700

City Exemption: 0.00  
County Exemption: Fulton Homestead Reg  
City Sales Tax Credit: 0.00

County Sales Tax Credit: \$173.20

Tax Year	Code	Principal Amount	Interest	Penalty	Fees	Tax
1976	Fulton	0.00	0.00	0.00	0.00	0.00
1977	Fulton	0.00	0.00	0.00	0.00	0.00
1978	Fulton	0.00	0.00	0.00	0.00	0.00
1979	Fulton	0.00	0.00	0.00	0.00	0.00
1980	Fulton	0.00	0.00	0.00	0.00	0.00
1981	Fulton	0.00	0.00	0.00	0.00	0.00
1982	Fulton	0.00	0.00	0.00	0.00	0.00
1983	Fulton	0.00	0.00	0.00	0.00	0.00
1984	Fulton	0.00	0.00	0.00	0.00	0.00

Grand Total Due

\$9.00

Mailing Address  
GONCLESKI JOSEPH V &  
KATHERINE A  
380 MUSTWATER TRC  
ALPHARETTA GA 30201

Property owners with current legal matters, such as tax liens, mortgages, or foreclosures, must contact the Tax Commissioner's office at (404) 730-6100 for the official balance due on their parcel(s).

Information is updated at 5 a.m. each business day and is deemed reliable, but not guaranteed.

[About This System](#) | [Fees](#) | [Foreclosures](#) | [Return to Search Results](#)

[http://www.fultoncountyga.gov/tax\\_bill.asp?parcelID=11-0781-0732-042-0732](http://www.fultoncountyga.gov/tax_bill.asp?parcelID=11-0781-0732-042-0732) 12/9/2008



Division of Motor Vehicle Hc

Tuesday, June 15,

DATE:

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**CAPTION:**  
 Charleston County Assessor vs. Charles H. and Susan W. Hodges

**AGENCY:**  
 Charleston County Assessor

**PARTIES:**  
 Petitioner:  
 Charleston County Assessor

Respondent:  
 Charles H. and Susan W. Hodges

**DOCKET NUMBER:**  
 01-A-17-0211-00

**APPEARANCES:**  
 None

**ORDERS:**

**FINAL ORDER AND DECISION**

**I. STATEMENT OF THE CASE**

These cases arise out of two parcels in S.C. Code Ann. § 47-30-2540 (2006) and S.C. Code Ann. §§ 47-30-310 et seq. (1996 & Supp. 2006), in each of the above captioned cases the respondent taxpayer who (petitioner or resident who) is domiciled in South Carolina and the husband is domiciled in another state. Each resident pays the 4% local real estate tax on the assessed value for her home in Charleston County pursuant to S.C. Code Ann. § 47-30-2540 (2006). The Charleston County Assessor appeals from the Board of Assessment Appeals' decision granting the respective resident taxpayers the legal residential rate. The Assessor contends that because the resident in each of these cases is legally married to a spouse who is domiciled in South Carolina, the resident does not qualify for the legal residence assessment rate. Specifically, the Assessor argues that, under South Carolina common law, a wife is deemed to be domiciled with her husband, insofar as they are not legally separated. Thus, the Assessor deems the taxpayer when in these cases to be domiciled in South Carolina, and to place her tax in South Carolina.

After timely notice to the taxpayer, a hearing was conducted on September 16, 2011, at the Administrative Law Judge Division, Columbia, South Carolina. Based on the evidence presented and the relevant statute and case law, the ALJ found that the resident wife in each of the cases is domiciled in South Carolina for legal residence assessment purposes on the respective dates of the

**II. STIPULATED FACTS**

At the hearing of these cases, counsel for the taxpayer admitted the following stipulated facts:

1. With the exception of the undisputed fact that Mr. Hodges was domiciled in Maryland, the evidence presented is insufficient to satisfy the Assessor that she satisfied the domicile requirements of S.C. Code Ann. § 12-63-220(a).

2. The sole basis for denial of Mrs. Hodges' 4% Special Assessment Rate application was the undisputed fact that Mr. Hodges was domiciled in Maryland during tax year 2000.

3. With the exception of the undisputed fact that Mr. Hardy was domiciled in Maine, Mrs. Hardy submitted evidence sufficient to satisfy the Assessor that she satisfied the domicile requirements of S.C. Code Ann. § 12-63-220(a).

4. The sole basis for denial of Mrs. Hardy's 4% Special Assessment Rate application was the undisputed fact that Mr. Hardy was domiciled in Maine during tax year 2000.

5. With the exception of the undisputed fact that Mr. Snodgrass was domiciled in Ohio during tax year 2000, Mrs. Snodgrass submitted evidence sufficient to satisfy the Assessor that she satisfied the domicile requirements of S.C. Code Ann. § 12-63-220(a).

6. The sole basis for denial of Mrs. Snodgrass' 4% Special Assessment Rate application was the undisputed fact that Mr. Snodgrass was domiciled in Ohio during tax year 2000.

7. The tax code of the Charleston County Assessor's Office that legal residence status shall not be granted unless both spouses are domiciled at the property for which the assessment is sought. This policy does not apply in the case of legal separation where proof of such is submitted by the applicant.

8. The documents previously submitted to this Court through the parties' respective Filings of Evidence and Proposals for Treatment, and the due diligence copies of the material submitted in the bases of Assessment Appeals, will hereby be admitted as evidence in this case to the extent that they are relevant to the issues presented by this party.

#### III. FINDINGS OF FACT

Having carefully considered the exhibits<sup>10</sup> and a genuine proceeding in the hearing of those exhibits, I make the following Findings of Fact by a preponderance of the evidence:

1. Charles H. and Susan W. Hodges jointly own the property at 2695 Starling Pine, Beaufort County, South Carolina, for tax purposes. The property is identified as parcel # 147-05-00-008. Mr. Hodges possesses a valid South Carolina driver's license and is a registered voter in Charleston County.

2. William and Linda Hardy jointly own the property at 16 City Hall, Kershaw, South Carolina, for tax purposes. The property is identified as parcel # 354-01-00-011. Ms. Hardy possesses a valid South Carolina driver's license, is a registered voter in Charleston County and is licensed as an Unlicensed Independent Social Worker in South Carolina.

3. Barbara A. Snodgrass is the sole owner of the property at 73 Spotted Sandpiper Court, Marsh Island, South Carolina, for tax purposes. The property is identified as parcel # 204-01-00-004. She possesses a valid South Carolina driver's license and is a registered voter in Charleston County.

4. On May 1, 2001, and June 18, 2001, the Charleston County Board of Assessment Appeals issued decisions in the individual cases, finding that the properties at issue qualified for the 4% legal residence assessment rate for tax year 2000.

#### IV. CONCLUSIONS OF LAW

Based on the Stipulated Facts and Findings of Fact above, I conclude the following as a matter of law:

It once is easily victory for the legal residence assessment, rule 5. Petitioner must establish that the property is the "home of the owner-spouse." S.C. Code Ann. § 12-43-220(c)(1) (2006), and satisfy the provisions of Section 12-43-220(c)(2), which require, in pertinent part, that the owner-spouse "is there actually or he or she occupied the residence as his legal residence and has been domiciled at that address for some period during the applicable tax year." S.C. Code Ann. § 12-43-220(c)(2)(a).<sup>12</sup> (2) Certify under penalty of perjury that the residence is the applicant's legal residence and domicile. S.C. Code Ann. § 12-43-220(c)(2)(b), and (3) Swear (2008) that neither the applicant nor any other member of his or her household is holding or occupying any other residence in South Carolina which the applicant or any member of his or her family has notified the Assessor pursuant to the provisions of the section. 12-43-220(c)(2)(c) Further provide that the burden of proof for eligibility for the legal residence assessment was with the owner-spouse, who must provide the proper evidence, including, but not limited to, a copy of title or deed records, deed South Carolina motor vehicle tax return, copies of South Carolina motor vehicle registrations for all motor vehicles registered in the name of the applicant, and any other proof required by the assessor in order to determine the applicant's true legal residence. S.C. Code Ann. § 12-43-220(c)(2008).

In the cases at hand, the Assessor denied the respondents' applications for the legal residence assessment relief solely on the ground that, under his interpretation of South Carolina domestic law, the law presumes that the resident spouse cannot be domiciled in South Carolina because their husbands are domiciled, in other states. Aside from the question of legal domicile, the Assessor and these courts agree that the resident wife fully satisfied the other requirements of Section 12-43-220(c). They owned and occupied the residences in question during a tax year 2000. They have certified that the respondents and the applicant do not have any other residences and that neither they nor any members of their immediate families are presently in another residence in South Carolina that qualifies for the legal residence assessment. And, further, the resident wife has supplied evidence of their residency in South Carolina, including driver's licenses, voter registrations, and tax returns. The Assessor's failure to qualify for the residence assessment relief for the legal question of such separate domicile from their husbands. Thus, the question of whether a wife can establish a separate legal domicile from a husband in whom she is domicily married is the only issue remaining in these cases.

The term "domicile" is not defined in Section 12-43-220(c). But, "where the law fails to give you the definition you want, the courts will supply the term in order to give it its usual and customary meaning." *Dubin v. Whelan*, 1, 100 U.S. 100, 101, 104, 50 U.S. 26, 260, 51 U.S. 100, and "where a statute uses a term that has a well-understood meaning in the law, the presumption is that the General Assembly intended to use the term in that sense." *State v. Bridges*, 228 S.C. 11, 13, 498 S.E.2d 495, 496 (1995). South Carolina courts have determined domicile as "the place where a person for the time being and permanently has his principal establishment, to which he has, wherever he is absent, an intention of returning." *Wesley v. Wesley*, 216 S.C. 425, 426, 143 S.E.2d 811, 812 (1956). "The law, based and founded on domicile in the relation, quo animo, or intention" of mind that the question of domicile "is largely one of intent to be determined under the facts and circumstances of each case." *Id.*, 216 S.C. 426, 143 S.E.2d at 812.

Beyond these questions of fact, the determination of where an individual has his domicile is governed by certain legal principles. First, it is well settled that every person must have a domicile somewhere. See 24 C.J.S. Domicile § 9 (1966). It is also an elementary principle that a person can have only one domicile at a time. *Havens v. Ohio*, 265 S.C. 284, 289, 165 S.E.2d 221, 223 (1959). It follows, therefore, that a person may have more than one residence, but cannot have more than one domicile or be a citizen of more than one state or the same national. In other jurisdictions have reached the same conclusions as to the singularity of one domicile under the law. See, e.g., *Taggart v. Coates*, 205 S.E.2d 9, 34 (3a, 3c) App. 1971 (1970) may, for purposes of some laws, maintain a residence at a place not intended as a permanent abode without affecting any change in legal domicile. *See* *Reisman v. Coates*, 395 S.W.2d 91, 93 (1965) (A person may have two or more residences but only one domicile or legal residence." 28 C.J.S. Domicile § 9(a) (1966) stating that a person may have more than one residence as he owns land, but . . . only one domicile.

Thus, at first glance, the resident wives appear to have met the domicile requirements of Section 12-43-220(c). They have certified under penalty of perjury that their South Carolina residences are their legal residences and intended domiciles. The respondents have also notified the Assessor of their other residences and intended domiciles in jurisdictions that do

In order to qualify persons for the legal residence assessment ratio, a taxpayer must establish that the property is the "dwelling" of the owner-applicant. S.C. Code Ann. § 12-43-220(C)(1) (2002), and specify the provisions of Section 12-43-220(c)(2), which require, in pertinent part, that the owner-applicant: (1) have a bona fide intent and executed the resident as his legal residence and been domiciled at that address for some period during the applicable tax year; (2) S.C. Code Ann. § 12-43-220(c)(2)(i); (3) certify under penalty of perjury that the residence is the applicant's legal residence and domicile; S.C. Code Ann. § 12-43-220(c)(2)(ii), and (3) further certify that neither the applicant nor any other member of his or her household (including his or her spouse and other residence in South Carolina who the applicant or any member of his or her family has qualified for the special assessment ratio allowed by the section) is, or has as a possessor, Section 12-43-220(c)(2), further require that the lawyer of record for regularly for the legal residence assessment ratio is on the owner applicant, who must provide the most likely address, together, but not limited to a copy of the last statement by the South Carolina income tax return, copies of South Carolina motor vehicle registrations for all motor vehicles registered in the name of the applicant, and any other proof requested by the assessor in order to determine the applicant's true legal residence. S.C. Code Ann. § 12-43-220(c)(2)(v).

In the instant case, the Assessor raised the Respondent's qualifications for the legal residence assessment ratio solely on the ground that, under his interpretation of South Carolina common law, the law does not treat the husband and wife as domiciled in South Carolina because their husbands are domiciled in other states. Aside from the question of legal domicile, the Assessor and Respondent agree that the resident would have satisfied the other requirements of Section 12-43-220(c). They agreed and stipulated the residence in question during tax year 2000. They have stipulated that the residences are the legal residences and common law that either they nor any member of their immediate families are residing in another jurisdiction in South Carolina that qualifies for the legal residence assessment ratio. Further, the resident wife has a bona fide residence of their residence in South Carolina, including driver's license, voter registration, and her children, the Assessor's attempt to qualify for the special assessment ratio but for the legal residence does separate domicile from her husbands. Thus, the question is whether a wife can meet a separate legal residence if her husband is where she is actually married and the only issue remains in these cases.

The term domicile is not defined in Section 1-2-17(A)(4), but, before the legislature did not define a term in a statute, the courts will interpret the term in accord with its usual and customary meaning. *Quinn v. State*, 332 S.C. 569, 574, 505 S.E.2d 36, 39, 618 (1998), and "where a statute uses a term that has a well recognized meaning in the law, the presumption is that the General Assembly intended to use it in the same sense." *Stapp v. Children*, 334 S.C. 111, 13, 485 S.E.2d 155, 158 (1997). South Carolina courts have defined domicile as: "The place where a person has his true, fixed and permanent home and principal establishment, to which he has, wherever he may go, an intention of returning." *Garrett v. Garrett*, 248 S.C. 425, 426, 140 S.E.2d 411, 414 (1956). "The true, fixed and permanent home is the intention, a question of fact to be determined under the facts and circumstances in each case." *Id.*, at 427, 140 S.E.2d at 414.

Beyond these questions of fact, the question of whether an individual has his domicile is governed by several legal principles. First, it is well settled that every person must have a domicile somewhere. See 25 C.J.S. Domicile § 8 (1936). It is also an elementary proposition that a person can have only one domicile at a time. *Raymond v. Davis*, 258 S.C. 304, 309, 215 S.E.2d 425, 503 (1975). It follows, therefore, that a person may have more than one residence, but cannot have more than one domicile or be a citizen of more than one state at the same time. *Id.* Other precedents have reached the same conclusion as to the singularity of domicile under the law. See, e.g., *Haggart v. Garrett*, 205 S.E.2d 29, 34, 32 S. Ct. 300, 147 n.1 (1964), for purposes of convenience, a person's residence and place of intended or permanent abode without affecting any change in legal domicile. *Tr. Board v. Garretts*, 245 S.W.2d 35 (Conn., 1961) ("a person may have two or more residences but only one domicile, or legal residence.") 28 C.J.S. Domicile § 4(a) (1936) (noting that a person may have more than one residence at the same time, but "only one domicile").

Thus, at first glance, the resident wife appears to have met the domicile requirement of Section 12-43-220(c). They have stipulated under penalty of perjury that their South Carolina residences are their legal residences and marital domiciles. The residences they share will

...[a] woman may, under the terms of section 203, exercise her right to divorce her husband even if she has been an actual captor or marital seductress, she may exercise a separate domicile even though she was the party at fault. And she may likewise do so for any reason other than fault from her husband even though her relations with him are entirely amicable.

Restatement (Second) Conflict of Laws § 11 Comment (Married Women and a Unit, 6 (1965) (emphasis added). See also *Green v. County of Inyo*, 8 Taxation 326 N.E.2d 92 (Mass., 1975) (upheld the exercise of the right of marital domicile and holding that an amicably separated couple could have separate domiciles for tax purposes).

A survey of authorities from the last fifty years supports the conclusion that the common law status of the married woman is no longer restricted to the United States. As early as 1842, the United States Supreme Court stated that "it is there no doubt that a married woman may acquire a domicile separate from her husband." *Williams v. Innes*, 5 Dalg. 317 (1842), 25 F. 258 n.3 (1842) (quoting authority). The Supreme Court again restated the concept of marital domicile in 1888, holding that "[t]he husband is a woman's domicile" but that of her husband is a relic of the old doctrine that "the woman must always play a passive role in society; it does not justify a departure from established constitutional principles." *Amador v. Amador*, 150 U.S. 658, 672 (1893). In this rejection of the notion of marital domicile and recognition of the right of married women to separate dual domicile has been followed by other jurisdictions in the United States, and has clearly become the dominant position on the issue. See, e.g., *In re King*, 165 Cal. 416, 138 (1903) (1903); *W.C. 1890* (1903). This Court is in agreement with the principle that a woman's domicile follows that of her husband. . . . This Court believes the principle is contained in doctrine to apply to the instant case. . . . In *Williams v. Hudson*, 424 N.E.2d 101, 111 (N.J. Ct. App., 1982) (finding the principle of domicile to be that of the long married husband and wife, and noting that "[t]he majority of jurisdictions, including Indiana, have therefore concluded a married woman may establish a separate domicile separate from her husband for whatever reason, and the usual test for determining a party's domicile may apply"; *Beavers v. County of Rowena*, 104 N.E.2d 857, 259 (Mass. Ct. App., 1962) ("A wife who has parted from her husband can establish separate domicile") (citing the Restatement (Second) Conflict of Laws § 23); *In re King*, 165 Cal. 416, 138 (1903) ("As to the same capacity to acquire a domicile of choice as does her husband, . . . and a married woman may acquire a domicile separate from her husband."); 400 Ill. 610 (1956) (1956) (1956), 307 F. Supp. 1048 (N.D. Ill., 1970); *Wideman v. Wideman*, 444 F. Supp. 63 (D. Ark., 1977); *Beaton v. Boston*, 71 N.A. 22 (111) (Md., 1985); *Pauly v. Pauly*, 402 N.Y. 524 (1963) (1963). Several states have gone one step further and abolished the reputation of the common law notion of marital domicile. See, e.g., *Idaho*, *Idaho Stat. Ann.* § 30-2-210 (1980) ("The common-law rule that the domicile of a married woman is that of her husband shall no longer be in effect in this state."); *Cal.*, *Code Ann.* § 142-3 (1952) ("The domicile of a married person shall not be presumed to be the domicile of her spouse's spouse."); *N.Y.*, *Dom. Rel. Law* § 3-2-2 (West, 1980) ("The domicile of a married woman shall be established by the same facts and in the same manner as that of any other person."); *N.Y.*, *Dom. Rel. Law* § 3-1 (McKinney, 1959) ("The domicile of a married man or woman shall be established for all purposes without regard to sex.")

The Assessor's position that the domicile of a married woman follows the domicile of her husband is clearly against the great weight of American jurisprudence. The common law notion is based on a long outdated and widely recognized conception of the status of married women, and it has been rejected by virtually every jurisdiction that has had occasion to consider the matter in recent years. There is nothing in the language of Section 20-3-22(a) or in recent South Carolina case law<sup>10</sup> to suggest that the Assessor's policy on the marital domicile of married women is resting on, or even accepted under, South Carolina law. The Assessor has navigated through the thicket of legal history and has found nothing but an outdated common law notion to justify the construction of Section 20-3-22(a). This ground will not permit the Assessor to deny Respondent's benefit that is otherwise clearly his under the law on a-oh work grounds. As ruled by just a half-century and hundred years ago, the position asserted by the Assessor is to pure report, and it is always a poor ground for denying substantial rights. *Wentzky v. Harbeck*, 201 U.S. 412, 419 (1906) (Holmes, J., dissenting).

The Assessor's policy holding married women to be domiciled with their husbands is not only based on an outdated understanding of the marital relationship, but also denies the resident woman in this case equal protection of the laws in violation of the United States and South







personal property to which an amount of a grant is added? S.C. Const. art. XII, § 6.

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Administrative Law Judge Division  
State of South Carolina

MS. DORIS L. ANDRIOLE, PETITIONER

vs.

CHARLESTON COUNTY ASSESSOR, RESPONDENT

Case No. CS-ALJ-07-0273-CC

January 25, 2007

**APPEARANCES:**

Petitioner & Representative:

Doris L. Andriole, Gray E. Taylor, Esquire

Respondent & Representative:

Charleston County Assessor, Bernard E. Ferrara, Jr, Esquire

**FINAL ORDER AND DECISION**

**I. Introduction**

Ms. Doris L. Andriole (Andriole) seeks to have her property taxed under the 4% assessment ratio available for residential property via S.C. Code Ann. § 7-14-220(c). The Charleston County Assessor (Assessor) opposes Andriole's position.

**II. Issue**

Does Andriole qualify for the 4% assessment ratio available for residential property via S.C. Code Ann. § 7-14-220(c)?

**III. Analysis**

**A. Findings of Fact**

I find by a preponderance of the evidence the following facts:

Andriole owns property in Charleston County located at 146 Red Cedar Lane, Kiawah Island, South Carolina which she asserts is her domicile. She has demonstrated that she filed a 2001 year resident tax return for the 2001 tax year showing a date of South Carolina residency beginning July 1, 2001, registered a vehicle showing 146 Red Cedar Lane as her address on May 19, 2001, paid taxes on the vehicle to Charleston County on May 5, 2001, obtained a South Carolina driver's license on May 17, 2001, and obtained a South Carolina vehicle license plate on May 5, 2001.

In support of her position, she fully agrees that she is antitoxically married to her husband who is a resident and domiciliary of Connecticut. Further, she agrees that the Connecticut property on which her husband resides is jointly owned by the couple.

In reliance upon her position that she is domiciled in South Carolina, on October 23, 2001, she submitted to Cherokee County an application (conferred as the "Legal Residence (4%) Class. Assessment Application," based on the law in existence at the time of filing, she affirmed the following statement:

Under penalty of perjury, I certify that: (A) the residence which is the subject of this application is my legal residence and where I am domiciled; and (B) that neither, nor any other member of my household is residing in or occupying any other residence in South Carolina which I or any other member of my immediate family has qualified for the partial assessment ratio allowed by this order.

She attached to the application her 2001 South Carolina Income Tax Return, South Carolina voter registration card, South Carolina driver's license, and South Carolina vehicle registration. After a review, the Assessor on January 26, 2002, granted the requested 4% legal residence classification for the 2001 tax year.

However, on May 23, 2002, the Assessor removed the 4% classification for the 2002 tax year. The basis for the removal was that for 2002 Andriole's husband was a legal resident of Connecticut, owned and maintained a residence in Connecticut, and obtained a property tax reduction on that residence due to his being a disabled veteran. While Andriole agrees that her husband receives a property tax benefit in Connecticut due to his status as a disabled veteran, she does not agree that her husband's property tax benefit in Connecticut denies her the 4% rate in South Carolina.

\*2 Accordingly, on June 10, 2003, Andriole appealed to the Board of Assessment Appeals (Board). The Board agreed with the Assessor's determination, and this matter is now here for decision.

## B. Conclusions of Law

Based on the foregoing Findings of Fact, I conclude the following as a matter of law:

### 1. Domicile

At the hearing, the Assessor argued that Andriole was a resident of Connecticut and therefore of that status could not receive the 4% assessment ratio for residential property. Legal residency (and therefore domicile) is a relevant factor under S.C. Code § 12-43-225(c)(2)(iii) since the 4% rate is granted only to owner-occupied property that is the owner's legal residence and that has been the owner's domicile for some portion of the tax year for which the 4% rate is sought. Here, the facts establish residency and domicile for the 2002 tax year. See *Gorsque v. Gorsque*, 240 S.C. 221, 426-427, 143 S.E.2d 811, 812 (1955) (domicile is "the place where a person has his true, fixed and permanent home and principal establishment, to which he has, whenever he is absent, an intention of returning with that determination being largely one of intent to be determined under the facts and circumstances of each case.")

The evidence shows that Andriole occupied property at 148 Red Cedar Lane, Kiawah Island, South Carolina during 2002. Indeed, the evidence establishes that she established her legal residence and domicile at the 148 Red Cedar Lane, Kiawah Island, South Carolina property well before the 2002 tax year.

For example, she filed a part-year resident tax return for the 2001 tax year showing that her South Carolina residency began July 1, 2001, registered a vehicle showing 148 Red Cedar Lane as her address on May 16, 2001, paid taxes on the vehicle to Cherokee County on May 5, 2001, obtained a South Carolina driver's license on May 17, 2001, and obtained a South Carolina vehicle license plate on May 5, 2001. Such connections with South Carolina are sufficient to establish a fixed and permanent home to which she has, whenever she is absent, an intention of returning. Accordingly, the 4% rate cannot be denied on the basis that Andriole continues to be a legal resident of the state of Connecticut.

### 3) Connecticut Property Exemption

Beyond the domicile argument, the Assessor argues that the 4% rate must be denied since the amendments to § 12-13-220(c)(1) applicable to tax year 2002 have not been satisfied. As amended, that provision requires the applicant to certify "that neither I nor any other member of my household is residing in, or occupying, any other residence which I or any member of my immediate family has qualified for the special assessment rate allowed by this section." The Assessor argues the certification is not met since Andriole's husband receives a \$4,500 exemption in Connecticut against the value of his Connecticut property due to his being a disabled veteran. For two reasons I disagree with the Assessor's position:

First, the plain language of the statute must control. *Anderson v. South Carolina Parole and Community Corrections Bd.*, 274 S.C. 208, 209, 302 S.E.2d 225, 231 (1982) ("where the terms of the statute are clear and unambiguous, the Court must apply them according to their literal meaning.") (*Widney v. Main Inc. Co.*, 283 S.C. 337, 339, 315 S.E.2d 166, 168 (1984)) ("There is no room for construction where the terms are clear.") Under the statute, the applicant must certify that no member of my immediate family has qualified for the special assessment rate allowed by this section." (emphasis added). The rate "allowed by this section" is plainly the 4% rate allowed by § 12-13-220(c).

Thus, the plain language allows one member of an immediate family to obtain a 4% rate under § 12-13-220(c) but denies a second 4% rate under § 12-13-220(c) to a second member of that same immediate family. Such an approach is entirely reasonable and seeks to avoid the potential abuse that might occur if a couple obtained a 4% residential status on their "permanent" home in Charleston County and also sought to obtain a second 4% rate on the couple's "secondary home" in Orange County or their "base house" in Perry County.

In other words, the General Assembly granted one 4% residential rate to an immediate family. Under the facts of this case, Andriole and at least one other member of her immediate family will receive only one 4% rate under § 12-13-220(c). Therefore, she has not violated the certification.

Second, even if § 12-13-220(c) could be construed to deny the 4% rate if a taxing jurisdiction beyond South Carolina created a benefit "allowed by this section," the benefit granted by Connecticut is much too dissimilar to be classified as one "allowed by this section."

Indeed, were the benefit to Andriole's husband under the Connecticut exemption a flat dollar amount (apparently \$4,500) and not a rate at all. Further, the benefit under § 12-13-220(c) is a privileged amount exclusively on domicile. However, Andriole's husband only qualifies for the Connecticut benefit since he meets the statute's requirement of having "a disability rating by the Veterans' Administration of the United States amounting to ten (10) percent or more of total disability." (C.G.S. § 12-13-220). Thus, the Connecticut exemption is not a domicile-based exemption at all but instead is a disability exemption. Therefore, the Connecticut exemption is too dissimilar to the "special assessment rate allowed by this section" § 12-13-220(c) and cannot form a basis for denying Andriole the requested 4% rate.

### IV. Order

The Charleston County Assessor shall take all steps necessary to restore the 4% assessment rate available for residential property via S.C. Code Ann. § 12-13-220(c) to Darlin L. Andriole for the 2002 tax year.

### AND IT IS SO ORDERED

Ray R. Stevens  
Administrative Law Judge

9

**SECTION 12-45.120. Classifications shall be equal and uniform; particular classifications and assessment ratios; provisions for claiming certain classifications; roll-back taxes**

Except as otherwise provided, the ratio of assessment to value of property in each class shall be equal and uniform throughout the State. All property presently subject to ad valorem taxation shall be classified and assessed as follows:

(2)(1) The legal residence and not more than five acres contiguous thereto, when owned jointly or in part in fee or by life estate and occupied by the owner of the interest, and additional dwellings located on the same property and occupied by immediate family members of the owner of the interest, are taxed on an assessment equal to four percent of the fair market value of the property. If residential real property is held in trust and the income beneficiary of the trust occupies the property as a residence, then the assessment ratio allowed by this item applies if the trustee certifies to the assessor that the property is occupied as a residence by the income beneficiary of the trust. When the legal residence is located on leased or rented property and the residence is owned and occupied by the owner of a residence or leased property, even though at the end of the lease period the lessee becomes the owner of the residence, the assessment for the residence is at the same ratio as provided in this item. If the lessee of property upon which he has located his legal residence is liable for taxes on the leased property, then the property upon which he is liable for taxes, not to exceed five acres contiguous to his legal residence, must be assessed at the same ratio provided in this item. If the property has existed on it any rented mobile homes or residences which are used for any business for profit, this four percent value does not apply to those businesses or rental properties. For purposes of this assessment ratio allowed pursuant to this item, a residence does not qualify as a legal residence unless the residence is determined to be the domicile of the owner-applicant.

(2)(2) To qualify for the special property tax assessment ratio allowed by this item, the owner-occupant must have actually owned and occupied the residence as his legal residence and been domiciled at that address for some period during the applicable tax year. A residence which has been qualified as a legal residence for any part of the year is entitled to the four percent assessment ratio provided in this item for the entire year, for the exemption from property taxes levied for school operations pursuant to Section 12-37-25, for the entire year, and for the homestead exemption under Section 12-37-250, if otherwise eligible, for the entire year.

(3) This item does not apply unless the owner of the property or the owner's agent applies for the four percent assessment ratio before the first penalty date for the payment of taxes for the tax year for which the owner first obtains eligibility for the assessment ratio. In the application the owner or his agent must certify to the following statement:

"Under penalty of perjury I certify that:  
(A) the residence which is the subject of this application is my legal residence and where I am domiciled at the time of this application and that I do not claim to be a legal resident of a jurisdiction other than South Carolina for any purpose; and  
(B) that neither I nor any other member of my household is residing in or occupying any other residence which I or any member of my immediate family has qualified for the special assessment authorized by this section."

(4) For purposes of subsection (3)(B) of this item, "a member of my household" means:  
(A) the owner-occupant's spouse, except when that spouse is legally separated from the owner-occupant; and  
(B) any child of the owner-occupant claimed or eligible to be claimed as a dependent on the owner-occupant's federal income tax return.

(v) In addition to the certification, the bundle of proof for eligibility for the four percent assessment ratio is on the owner-occupant and the applicant must provide proof the assessor requires (e.g., but not limited to):

(A) a copy of the owner-occupant's most recently filed South Carolina (individual) income tax return;

(B) copies of South Carolina motor vehicle registrations for all motor vehicles registered in the name of the owner-occupant;

(C) other proof required by the assessor necessary to determine eligibility for the assessment ratio allowed by this item.

If the assessor determines the owner-occupant ineligible, the six percent property tax assessment ratio applies and the owner-occupant may appeal the classification as provided in Chapter 60 of this title.

(vi) A member of the armed forces of the United States who is active duty who is a legal resident of and domiciled in another state is nevertheless deemed a legal resident and domiciled in this State for purposes of this item if the member's permanent duty station is in this State. A copy of the member's orders filed with the assessor is considered proof sufficient of the member's permanent duty station.

(vii) No further applications are necessary from the current owner while the property for which the initial application was made continues to meet the eligibility requirements. If a change in ownership or use occurs, the owner who had qualified for the special assessment ratio allowed by this section shall notify the assessor of the change in classification within six months of the change. Another application is required by the new owner to qualify the residence for future years for the four percent assessment ratio allowed by this section.

(viii) If a person signs the certification, obtains the four percent assessment ratio, and is thereafter found to be ineligible or thereafter loses eligibility and fails to notify the assessor within six months, a penalty is imposed equal to one hundred percent of the tax paid, plus interest on that amount at the rate of one-half of one percent a month, but in no case less than thirty dollars nor more than the current year's taxes. This penalty and late interest are considered ad valorem taxes due on the property for purposes of collection and enforcement.

(ix) Failure to file within the prescribed time constitutes abandonment of the owner's right in this classification for the current tax year, but the local taxing authority may extend the time for filing upon a showing satisfactory to it that the person had reasonable cause for not filing before the first penalty date.

(3) Notwithstanding any other provision of law, a taxpayer may apply for a refund of property taxes assessed because the property was eligible for the legal residence assessment ratio. The application must be made in accordance with Section 12-69-2560. The taxpayer must establish that the property in question was in fact his legal residence and where he was domiciled. A county council, by ordinance, may allow refunds for the county government portion of property taxes for each additional past year as it determines advisable.

(4) A legal residence qualifying for the four percent assessment ratio provided by this item must have an assessed value of not less than one hundred dollars.

(5) To qualify for the four percent assessment ratio, the owner-occupant of a legal residence that is being purchased under a contract for sale or a bond for title must record the contract for sale or the bond for title in the office of the register of deeds, commissioners or the clerk of court in those counties where the office of the register of deeds, commissioners has been established.

For purposes of this subsection, a contract for sale or a bond for title is the sale of real property by a seller, who finances the sale and retains title to the property solely as security for the debt.

(6) Notwithstanding any other provision of law, a purchaser who purchases a residential property intending that the property shall become the purchaser's primary residence, but subject to vacation rentals as provided for in Title 27, Chapter 50, Article 2 for no longer than ninety days, may apply for the four percent assessment ratio when the purchaser actually occupies the

property, if the owner actually occupies the residence within ninety days of acquiring ownership, the four percent assessment rate, if the owner is otherwise qualified, applies retroactively to the date ownership was acquired.

(7) Notwithstanding any other provision of law, the owner-occupant of a legal residence is not disqualified from receiving the four percent assessment rate allowed by this act, if the taxpayer's residence meets the requirements of Internal Revenue Code Section 150A(b) as defined in Section 12-6-40(A) and the taxpayer otherwise is eligible to receive the four percent assessment rate.



## Beth Hulse

**From:** Dale Surret  
**Sent:** Monday, December 29, 2008 6:08 PM  
**To:** Beth Hulse  
**Cc:** Art Holbrooks  
**Subject:** Jan 6 CC packet - info only

December 29, 2008

## Rural residents embrace zoning

Neighbors seek land-use rules to 'maintain standard of living'

*By Ben Scobey*  
 STAFF WRITER-GREENVILLE NEWS

Dozens of residents near Fountain Inn have banded together to do what was once unthinkable in the county's rural reaches — ask the county to add zoning restrictions to their property.

The grassroots movement is an example of how traditional property-rights advocates can come to embrace limited land-use rules when large-scale development threatens a way of life.

In all, nearly five square miles of land between Fountain Inn and the Laurens County line will be added to the zoning map under the designation "rural residential" if Greenville County Council approves the wishes of what organizers say is more than 100 people.

"I had always kind of looked down on zoning," said Tony Page, whose home is on the 15-foot-wide Martin Road and whose wooded front yard is spread with antique farming implements. "Zoning can be a tool citizens can use." At issue is what robust growth is doing to the farthest reaches of a county that still contains vast swaths of prime unzoned property, and how attitudes are changing about planning ahead of growth by way of land-use restrictions.

It was the surprise proposal of a dense, 100-acre subdivision emptying traffic on Page's road and packing houses and septic tanks just beyond Jim Harrell's tree line that prompted the petition drive for zoning.

"It sort of makes you think," said Joe Knight, a key organizer.

The development never took shape, but Page, Harrell and Knight had their impetus to turn what had been a long-running conversation about zoning into the Community Preservation Group and a formal drive to make it happen. "It was sort of amazing to us that as we proceeded with this almost everybody we ran into felt strongly that it was needed," Knight said.

The cost of mailings and signs — less than \$500 — was shouldered by Knight and his friends, and dozens of neighbors in the Greenpond area soon added their voices to the request now before council.

With a few small exceptions for commercial property, the new zoning designation covering Greenpond, Martin, Tall Pines, McCarter and Fairview Church roads would allow property owners to subdivide their land into lots no smaller than one acre.

County Councilman Fred Payne, who represents the area, said the movement has prompted the county to formalize a method for citizens to request zoning by petition. Councilman Joe Dill, who represents the rural north, has said pockets of property owners there may soon ask for something similar.

Land could be rezoned, but it would require a vote of council with the public input that goes with it.

"We want to make sure growth is planned growth, that it's good for the community," said Harrell, who owns 150 acres with cattle, cedar-studded woods and winding fences.

To explain the phenomenon of dozens of rural residents agreeing on land rules, World War II veteran Alton Weathers goes back to 1925, when he was born into an area founded almost entirely on farming.

There were three churches, two country stores, a rural doctor and a cotton gin, he said, and the crops were the thing until after the war, when more and more people took other jobs and new homes sprang up in the area. A subdivision of recent vintage is now across the pasture out Weathers' front window, and he doesn't really mind it, it's the future feel of the area that concerns him.

"Progress is not a big problem," Weathers said. "But we'd like to maintain the standard of living."

Plenty of pastures and barns remain, though vinyl-sided homes and large, new country houses often loom nearby.

Fountain Inn city limits are now a mile from Weathers' house, indicating further development is more than likely.

Harrell said the idea is to preserve the area in a way that attracts people to it.

"We know we can't stop growth," Page said. "Up until now, we did not have a say in how our community develops."

As other areas look at zoning, Payne said the county doesn't want to see "donut holes," where zoned property surrounds holocut-unzoned parcels. The county has allowed some property owners to opt out of the new zoning around Greenpond because they are along the edges of the area, Payne said.

Knight said his movement could have expanded beyond the five square miles now up for a vote. "It was getting bigger than we were," he said.

**Beth Hulse**

**From:** Dale Surrency  
**Sent:** Tuesday, December 23, 2008 11:45 AM  
**To:** Beth Hulse  
**Cc:** James Singleton; Kathleen Taylor; Terry Wilson; Steve Pruitt; Becky Gerrard; Blake Norton; William Derrick  
**Subject:** For info only - Jan 6, CC package

TheSunNews

myrtlebeachonline

Tuesday, Dec 23, 2008

Posted on Tue, Dec. 23, 2008

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## Prison staff delay prolongs crowding

By Mike Cherney

mcherney@thesunnews.com

In a general housing wing at J. Reuben Long Detention Center, eight men sleep in a small room with only four bunk beds. Elsewhere in the wing, four men sleep in a room with only two bunk beds.

Those without a bed sleep on green mats on the floor.

Sympathy for these criminals and others charged with crimes - not everyone in the jail has been to trial - may be limited, but the overcrowding at the county jail has an effect on jail officers, too.

"It gets them a little more agitated with us," said Lance Cpl. Jon Henderson, who has been working at the jail for about three years, of the inmates. "And so they're easier to yell and snap off at anything."

A \$50 million jail expansion and renovation project, which includes two new buildings with about 850 beds, is supposed to change that.

The construction is paid for, but hiring the jail guards needed for the new sections is still uncertain because of a county budget crunch.

For a jail that was cited by state inspectors in April for 25 violations, half of which were caused by overcrowding or lack of space, a delay in hiring and the opening of the new buildings could have consequences from state regulators.

"My initial reaction is that anything that is not on target to bring them closer to relief in their overcrowding is a concern," said Blake E. Taylor, the inspections director for the S.C. Department of Corrections, stressing that a delay must be reviewed by his department before action is taken.

At issue is whether Horry County government will have enough cash to hire 100 jail guards and support staff needed to open a 536-bed, four-story tower in mid-2010. Twenty workers have already been hired for a 128-bed building, which will open in January.

The jail planned to hire about another 50 guards in fiscal year 2009, which began in July, for the new tower. The county has held off on hiring those officers due to an estimated \$7 million shortfall this year from the lagging economy, although Fox said he recently got the go-ahead to begin the hiring.

Another 50 are supposed to be hired in fiscal year 2010. With that looking questionable, Tom Fox, the director of the jail, has told other county officials that hiring those 50 could be extended into fiscal year 2011. The tradeoff, though, would mean the new tower would open up to six months later.

As of June, the jail employed about 200 people, including about 180 jail officers. The state requires at least one jail officer on duty per 64 inmates.

Even the hiring itself has challenges because of stringent requirements, Fox said. Many applicants are disqualified when they fail tests or background checks. Out of 280 would-be guards tested during a recent hiring round, only 19 moved to the final phase of the application, Fox said.

"Hiring people early, I know it looks like a waste of time and money, but you can't just hire 90 people overnight," Fox said, noting they must be trained.

The jail has been overcrowded for years - it has a current capacity of about 400 but often holds more than 700. If nothing is done, the state could mandate the county to ship inmates to other facilities, which Fox estimates would cost \$1,500 per inmate per month.

Ultimately, the state could shut down the facility, which is run by the county sheriff, although Taylor said that rarely occurs and is far from happening in Horry County.

"The sheriff and the jail administrator have been very cooperative," he said. "We feel good about Horry County at this point."

The jail needs about \$4 million over the next two years to hire the 100 jail workers. The county's primary way of raising money is to raise property taxes - a 1-mill increase would add \$1.8 million to county coffers each year and add \$16 to the tax bill of a home appraised at \$400,000.

County Councilman Bob Grabowski, the chairman of the county's public safety committee, said although opening the jail on time is a top priority, he has reservations about cutting other county services. But he will consider all options.

"Two years ago when we were looking at this, we looked at it and said, 'OK, we'll have the money, we'll be able to do it,'" he said. "It looked good on paper. The economy did the downturn and really threw us for a loop because of the other things that we were counting on did not happen."

The state inspection underscores the importance of the expansion, Taylor said. Staffing levels and the number of toilets, showers and wash basins are inadequate for the inmate population, the report said.

Some of those concerns will be addressed during a \$3 million renovation of the current building. That cannot happen, though, until the new tower is built so prisoners can be moved there during the renovations, Fox said.

There may be other ways to reduce the jail population, said Greg Hembree, the solicitor for the 15th Judicial Circuit.

The population has already been reduced by holding circuit court hearings at the jail several days a month and allowing county magistrates to hold bond reduction hearings for inmates charged by municipal police, Hembree said.

Inmates awaiting trial, and most of those serving sentences of less than three months, are held at the jail, so faster trials could reduce the population. There will be more court time this spring.

"The boat's not sinking, but there's a day coming - and the growth is such and our population is such - that we won't be able to keep up," he said.

In the meantime, Henderson, the jail guard, said he is looking forward to the hiring of additional guards and the opening of the new tower - whenever they might happen.

"We have no control over how many of them come in," he said of the inmates. "We just make it as comfortable as we can."

**Beth Hulse**

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**From:** Dale Surrent  
**Sent:** Monday, December 22, 2008 10:15 AM  
**To:** Beth Hulse  
**Cc:** Swain Still  
**Subject:** Info only Jan. 6-CC package

## Dump would be more than just a landfill

Williamsburg plan points out S.C. role as waste importer

By Tony Bartelme  
 The Post and Courier  
 Monday, December 22, 2008

Every year, the businesses and 36,000 residents of rural Williamsburg County toss out about 45,000 tons of trash, enough to fill about 1,800 garbage trucks. And for years, much of this refuse has ended up in the county's landfill, a primitive pit with a history of environmental problems.

So when a North Carolina waste disposal company offered to build a new dump and pay for the closure of the old one, Stanley Pasley, the county supervisor, was all ears.

Even better, the company, MRR Southern, was willing to pay Williamsburg County \$400,000 a year until the new landfill opened plus \$2 to \$2.50 for every ton of trash that came from outside the county.

In February, with the County Council's support, Pasley inked a 55-page agreement with MRR Southern to build the new dump.

But it would be no ordinary land-fill.

The deal called for a 500-acre operation capable of taking 1.8 million tons of garbage a year. That's 40 times the garbage residents in Williamsburg County typically toss out. Put another way, it's enough trash to fill the North Charleston Coliseum seven times a year. If built, the landfill would rival the largest one in the state.

When it comes to new landfill projects, Williamsburg County isn't alone. MRR Southern wants to build another huge trash landfill in Marlboro County, and other waste disposal giants have opened or are eyeing South Carolina for what critics call 'megadumps.'

Residents and conservation groups are forming coalitions to fight these projects, and state lawmakers are set next year to debate the amount of landfill space the state needs for its residents and the amount it should provide for people elsewhere, a debate that highlights South Carolina's growing role as a major importer of out-of-state trash.

### **'No megadump'**

Last year, the state's municipal waste landfills took in 6.5 million tons of trash. That's about 3,300 pounds of garbage for every man, woman and child in South Carolina. It's also an increase of 10 percent from 2004's total of 5.9 million tons.

A sizeable chunk of the trash that went into the state's landfills, about 25 percent, came from out of state, mostly from North Carolina, New York and Massachusetts.

The state's largest landfill is in Lee County and is operated by Allied Waste Industries. Last year, it took in 1.5 million tons, 1 million tons from other states.

MRR Southern's plan for Williamsburg County has the potential to push Lee County's operation into second place. It also means big bucks for a county government already strapped for cash.

Despite the Williamsburg project's size, and even though council members talked about a large landfill in public sessions, few county residents seemed to know about it until late this summer.

As the council prepared to vote on the landfill's location in September, "a local paper got a hold of a map, and we realized that it would be right on top of us," said Tommy Stuckey, a farmer in the crossroads community of Nesmith.

As more people learned about the landfill's size and location, opposition grew. Critics began posting handmade "No Megadump" signs along roads. More than 200 people crowded into Nesmith Baptist Church for a forum that turned into an anti-dump rally. Two months ago, the County Council backed away from the deal, voting four to three to sever its relationship with MRR. But in a parliamentary twist, Pasley said the council needed a two-thirds majority.

That leaves the project in limbo.

Opponents fear it's just a matter of time before the county and MRR Southern push through another proposal.

Dan Moore, an executive with MRR Southern, said in an e-mail that his company plans to move forward "with passion! We have way too much invested in this project to think of walking away." He added that the company "is not the bad guy we have overwhelmingly been painted. We have simply lived up to the terms and conditions of a contractual agreement largely proposed and dictated by the county."

### **'Perfect place to exploit'**

Williamsburg County is north of the Francis Marion National Forest and is bisected by the coffee-colored Black River. Its largest town is Kingstree, which has about 3,200 people. In 1970, the county earned the unwelcome distinction of being the poorest county in the continental 48 states. Today one of four residents still lives in poverty, census figures show.

"Williamsburg county has very little to offer the rest of the world, except for clean air, the best hunting and fishing on the East Coast," said Stuckey, who eventually formed a group called Coalition of Concerned Citizens of Williamsburg County. "You bring in a megadump, and it will destroy one of the very few assets we have to offer the rest of the world."

Stuckey and other opponents believe that waste companies are targeting sites in rural South Carolina.

"They picked a perfect place to exploit because there are no watchdog groups around here," said Nelson Chandler, a Charleston lawyer who grew up in Williamsburg County and hopes to retire there someday.

MRR Southern and the county settled on a timber tract called the "Big Woods" near Nesmith, a crossroads between Andrews and Hemingway.

In some respects, it was a curious site for a large facility of any kind.

The area around Nesmith is one of the least populated places in South Carolina. The nearest interstate highway is I-95, and it's more than 40 miles away. A CSX railroad track does run through the tract, and Stuckey and others speculate it might be used to haul in waste from other parts of the country.

"We have farm-to-market roads that are in horrible shape to begin with and couldn't stand truck traffic, and they haven't been clear about the rail," Stuckey said.

#### 'Never tried to hide'

Moore of MRR Southern said that he was hesitant at first to discuss the company's plans. "There is a story to be told regarding this project but it does not appear to be one that sells many newspapers," he said in an e-mail.

Moore noted that Williamsburg County has a serious problem with its existing landfill near Salters. Indeed, the state has ordered Williamsburg County to clean it up and close it as soon as possible.

Last year, Williamsburg County began asking private companies for proposals to build a new landfill next to its Salters operation.

At least three waste disposal companies submitted proposals, including MRR Southern, Moore said.

In addition to paying the county \$400,000 a year to operate the old landfill until it was closed, MRR agreed to handle Williamsburg's trash for free, a service that could carve about \$1 million in expenses from the county's \$16.7 million budget. The per-ton fees on out-of-state waste could add millions more to the budget.

"Yes, out-of-state waste was clear from the get-go," Moore said in an e-mail, describing the deal as "by far the most generous host package existing in the state, and possibly even in the country."

He said the company purposely chose "the most rural property possible for this facility, that is, a site that would have the least impact upon the citizens of the county." He said the company would first seek waste contracts in the Pee Dee region and then look for garbage in other areas. Waste would be delivered in trucks, but rail would be another possibility.

"It's not every day that a waste company gets an invite from a local government to propose on the opportunity to build/operate a regional landfill," he said, adding that the only way to make the project work financially is to bring in waste from outside the Pee Dee region. "We have never tried to hide this fact," he said.

Moore said the company spent eight months studying sites. "All of this has been at great expense to our

company," Moore said. "I may also add that County Council agreed unanimously with MRR and our engineers on the superiority of the chosen site. This was not done behind closed doors; it was done in open session of the County Council."

### 'Magnet for waste'

What happens next to MRR's plan isn't clear.

The agreement in February required the "county's assistance and full cooperation" to obtain all the necessary government permits.

Moore said in one e-mail that the language means that "any interference, delay, or other breach of the contract by County Council has very serious implications."

Asked if the company planned to sue, he said, "we do not anticipate a lawsuit. We are still optimistic that the county will live up to their contractual obligations, as we have."

Pasley, the county's elected supervisor and council chairman, couldn't be reached for comment this week despite repeated attempts. He told The State newspaper earlier this year, "Our primary objective was to control our own waste destiny."

Andy McKnight, council's vice chairman, said the landfill issue has yet to be settled. "I'm against it because the people don't want it," he said. "I have no problem with MRR, but money isn't everything. We'll survive without an out-of-state landfill."

Meanwhile, the landfill's opponents say DHEC should deny MRR Southern a permit to build the landfill.

State law requires operators to show a need for a landfill, and South Carolina already has plenty of landfill capacity for its residents, said Jimmy Chandler, a lawyer in Georgetown with the South Carolina Environmental Law Project.

DHEC recently sent the General Assembly new regulations that should make it more difficult for counties to build large landfills that cater mainly to out-of-state waste generators. The General Assembly's decision could affect the Williamsburg project and others, Chandler said.

It's unconstitutional to ban out-of-state waste, but it's OK to craft laws making it difficult to build landfills larger than what state residents need. "At the rate we're going, we're turning into a magnet for waste from all over," he said.

### Biggest S.C. landfills

**LEE COUNTY LANDFILL:** Lee County, 1.5 million tons

**PALMETTO LANDFILL:** Spartanburg County, 820,000 tons

**RICHLAND LANDFILL:** Richland County, 799,000 tons



**OAKRIDGE LANDFILL:** Dorchester County, 748,000 tons

**UNION LANDFILL:** Union County, 484,139 tons

**ANDERSON REGIONAL LANDFILL:** Anderson County, 344,232 tons

**THREE RIVERS:** Aiken County, 269,210 tons

**HORRY COUNTY LANDFILL:** Horry County, 245,257 tons

**HICKORY HILL:** Jasper County, 235,296 tons

**BERKELEY COUNTY LANDFILL:** Berkeley County, 232,545 tons

**NOTE:** Charleston County's Bees Ferry landfill disposed 125,318 tons, less than some other metro areas because the county's trash goes to an incinerator.

*Source: DHEC*

**Beth Hulse**

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**From:** Dale Surratt  
**Sent:** Friday, December 19, 2008 3:52 PM  
**To:** Beth Hulse  
**Subject:** FW: Red Cross

Beth,

Please include this in the Jan 6 CC package as info only.  
Mr. McCall advised me that he had heard from a fire department that Emergency Services was not paying the Red Cross for some type of \$5 charges related to training. This is the research.

DS

---

**From:** Ladale Price  
**Sent:** Friday, December 19, 2008 3:14 PM  
**To:** Dale Surratt  
**Subject:** Red Cross

Here is a copy of my letter and the response from Red Cross.

**Ladale V Price**  
**Budget Analyst**

**Finance Office**  
415 South Pine Street  
Waltham, SC 29691  
(864) 638-4235 Office  
(864) 710-1022 Fax

Oconee County  
Finance Department

415 South Pine Street  
Walhalla, SC 29691

Phone: 864 836 4235  
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Sharon Adams  
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sadam@ococonetst.com



December 9, 2008

American Red Cross  
Oconee County Chapter  
224 E. Main Street  
Walhalla, SC 29691

Dear Ms. Rogers-Watson:

Via word of mouth, it has come to our attention that Oconee County may potentially owe the Oconee County Chapter of the American Red Cross funds (\$5.00) related to training cards. Be assured it is our intention to make every endeavor to guarantee all our fiscal responsibilities are met. Please forward a letter detailing any outstanding invoices (related to any of our departments), along with copies of those invoices, to my attention. I will promptly review these and forward proper remittance.

We appreciate the invaluable services your organization provides from disaster preparedness and relief to the safety and health education classes offered to the community. Let us continue to partner in the prevention, preparation, and response to emergencies in order to keep Oconee County safe.

Sincerely,

Ladale Price  
Budget Analyst

Hand delivery on 12/10/08 @ 9:00 am JVP



Geonce County Chapter  
224 E. Main Street  
Walhalla, South Carolina 29691  
(864) 638-5619  
Fax (864) 638-9242

December 17, 2008

Ladale Price  
Geonce County Finance Department  
415 S. Pine Street  
Walhalla, SC 29691

Dear Ms. Price:

Thank you for your letter dated December 9<sup>th</sup> regarding the county's fiscal responsibilities to the Geonce County Chapter American Red Cross. I have discussed this with Sandie Smith, our Director of Services and Programs. It is her belief that all invoices for all departments for the county have been paid in full.

Thanks again for your concern and for contacting us on this matter. We look forward to continuing to provide disaster preparedness and relief to disaster victims, as well as any necessary training and support to fire and rescue personnel in Geonce County. We appreciate any and all support that you have given us in the past. You can always count on the Geonce Red Cross. We will always be available 24/7 if needed.

We wish you all a safe and happy holiday!

Sincerely,

A handwritten signature in cursive script that reads "Kathy Keger-Watson".

Kathy Keger-Watson  
Executive Director

Serving Geonce County for 90 years!

15 DEC 23 2008

## MEMO

TO: County Council  
From: Date   
RE: Engineering report - Fairplay Sewer  
Date: Jan. 6, 2009

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I attended a briefing at Blue Ridge Electric Co-Op on December 18 re the Golden Corner Commerce Park in FairPlay.

The current status of this sewer project is that the Sewer Authority has submitted this preliminary engineering report (PER) to SC Dept. of Health and Environmental Control (DHEC). The PER is proposing a sewer plant that will initially have a treatment capacity of 50,000 gallons that can expand to 250,000. The initial discharge is designed as drip irrigation with the ability to expand to discharge into a nearby creek.

When DHEC approves the PER then the Sewer Authority will come back to County Council and ask you to enter into an agreement with them to design the sewer plant.

Several of the utility providers presented information regarding the site to include Bob Winchester with the Sewer Authority. Bob presented the attached information and I wanted you to have a copy.



PRELIMINARY ENGINEERING REPORT  
FOR  
GOLDEN CORNER COMMERCE PARK PROJECT

May 2, 2008  
Revised November 5, 2008

WKD#80021.00.CL

Prepared For

Oconee Joint Regional Sewer Authority  
623 Return Church Road  
Seneca, South Carolina 29678



Prepared by:  
W.K. Dickson & Co., Inc.  
816 Colonnade Drive  
Charlotte, North Carolina 28205  
Tel 704-334-5348  
Fax 704-334-0078

## **EXECUTIVE SUMMARY**

This Preliminary Engineering Report was prepared for the Oconee Joint Regional Sewer Authority (OJRSA) to evaluate alternatives for providing wastewater treatment and disposal for the proposed Golden Corner Commerce Park (GCCP) located on SC Highway 59 near Fair Play, SC.

The GCCP at build-out is projected to have a total employment of approximately 1980 persons with a phased development consisting of small to medium sized manufacturing facilities and medium to large distribution facilities. Wastewater generation at build-out of the park is projected to be approximately 250,000 gpd.

Three (3) alternatives were evaluated for meeting the wastewater treatment and disposal needs of the park as summarized below:

### Alternative 1 – On-Site Treatment and Land Application

This alternative proposes a three phased wastewater treatment and land application system. The initial Phase I system is to consist of a 50,000 wastewater treatment system and disposal of effluent on a dedicated 30 acre drip irrigation land application site. As the GCCP develops, Phase II will expand the treatment capacity to 100,000 gpd with a 60 acre dedicated drip irrigation site. To meet the build-out needs of the GCCP, Phase III is proposed to expand and upgrade the treatment system to 250,000 gpd capacity providing a reclaimed water quality allowing expansion of the land application drip irrigation system into common areas and plant site landscaped irrigation areas of the park.

### Alternative 2 – On-Site Treatment and Future Discharge to Cleveland Creek

Alternative 2 proposes a three phased system with the initial Phase I the same as Alternative 1 with treatment and effluent disposal via drip irrigation on a dedicated land application site. During the initial park development, it is proposed to evaluate and pilot test advanced treatment technologies for achieving effluent quality standards consistent with projected NPDES effluent limitation for a discharge to Cleveland Creek. Preliminary wasteload allocations performed by the South Carolina Department of Health and Environmental Control (DHEC) project a discharge limitation for total phosphorus of 0.05 mg/l. Upon demonstration of sustainable performance capable of achieving the discharge limitations for phosphorus as well as other parameters, it is proposed to request a NPDES Permit to allow the discharge of effluent to Cleveland Creek. The Phase I land application effluent storage tank and dedicated drip irrigation system are proposed to remain in service to provide off-specification effluent storage for recycle back to the treatment system and/or land application disposal.

### Alternative 3 – Conveyance to Concross WWTP for Treatment

Alternative 3 proposed to pump and convey the GCCP wastewater to the existing OJRSA Concross WWTP for treatment and discharge to Concross Creek. This alternative will require four (4) pump stations and approximately 10.6 miles of force main and gravity sewer. For evaluation purposes, the pumps and conveyance was sized only for the GCCP without consideration of service to additional drainage basins along the route.

To support the proposed land application system within Alternatives 1 and 2, preliminary site soils and hydraulic conductivity investigations were conducted at the site and the resulting data utilized in the preparation of preliminary calculations for storage and land application requirements.

Projections of total probable construction costs and present worth cost of the respective alternatives are summarized as follows:

	Probable Construction Cost (\$)	Present Worth Cost (\$)
<u>Alternative No. 1</u>		
Phase I - 50,000 GPD WWTP w/ Land Application	4,357,500	
Phase II - 100,000 GPD WWTP w/ Land Application	1,263,700	
Phase III - 250,000 GPD WWTP w/ Land Application	4,269,400	
Total Alternative 1:	\$9,890,600	\$9,048,530
<u>Alternative No. 2</u>		
Phase I - 50,000 GPD WWTP w/ Land Application	4,357,500	
Phase II - 100,000 GPD WWTP w/ Land Application	653,700	
Phase III - 250,000 GPD WWTP w/ NPDES Discharge	2,213,300	
Total Alternative 2:	\$7,224,700	\$8,309,356
<u>Alternative No. 3</u>		
Pump to OJRSA Concross WWTP	\$7,256,100	\$9,961,274

Based upon the cost evaluations, Alternative 2 was selected as the most effective alternative. The advantages of this alternative include the following:

- Ability for phased construction minimizing initial cost.
- Delayed implementation of treatment technology required to meet stringent effluent limitations for phosphorus removal associated with a Cleveland Creek discharge allowing complete evaluation and pilot testing on the GCCT wastewater providing a demonstrated ability to obtain sustained compliance with a surface water discharge permit.
- Avoid schedule delays to the initial site development associated with NPDES Permitting.
- Ability for incorporation of initial effluent storage and land application system into future treatment system providing ability to recycle and/or land apply off-specification effluent during plant upset or maintenance.

The recommendation of this Preliminary Engineering Report (PER) is that OJRSA proceed as follows:

- Submit PER to DHR to obtain preliminary approval and input regarding treatment concept and land application sizing calculations.
- Proceed with the design of the proposed Alternative 1 - Phase I treatment system sized for 50,000 gpd with a dedicated land application drip irrigation system.
- Initiate process of NPDES Permit application for a future discharge to Cleveland Creek to be implemented as part of future plant expansions.



## I. GENERAL INFORMATION

This Preliminary Engineering Report (PER) describes a new wastewater treatment facility and land application disposal system proposed by the Oconee Joint Regional Sewer Authority (OJRSA) to serve the Golden Corners Commerce Park (formerly the Fair Play Commerce Center) located in southern Oconee County, SC near Fair Play, SC. The purpose of this PER is to obtain preliminary project concept approval from the South Carolina Department of Health and Environmental Control (DHEC) prior to proceeding with detailed design.

Project owner and engineer information are as follows:

### Owner:

Oconee Joint Regional Sewer Authority  
Post Office Box 399 (Mail)      623 Return Church Road (Shipping)  
Seneca, SC 29679                      Seneca, SC 29678

Responsible Officer:              Mr. Bob Winchester  
Executive Director

Telephone No.                      864-872-3900

### Engineer Responsible for Design:

W.K. Dickson Co., Inc.  
616 Colonnade Drive  
Charlotte, NC 28205

Responsible Engineer:              Mr. Charles R. Broneberger, P.E.  
Telephone No.                      704-227-3403

## 2. COMPREHENSIVE DESCRIPTION OF THE PROJECT

### 2.1. Current Situation

Georgetown County has purchased approximately 397 acres of land located in an unincorporated area of Georgetown County immediately north of Fair Play, SC on Highway 59 with plans to develop this property into a commerce Park to stimulate growth in the southern portion of the County. The location on Highway 59 is less than 2 miles from two interchanges of Interstate 85 and mid-way between Atlanta, Georgia and Greenville, South Carolina. A general location map and aerial view of the site are provided in Figure No. 2.1 and Figure No. 2.2.

The site is generally composed of open farmland with small wooded areas. The topography includes gently rolling pastureland with steeper slopes dropping off to Cleveland Creek and an unnamed tributary running along the eastern boundary.

Existing utilities in the general area of the site are limited to water service provided by Pioneer Rural Water District (of Georgetown and Anderson Counties). There is no wastewater service provider in the general area of the site. The nearest public wastewater treatment facility is the Georgetown Joint Regional Sewer Authority's Concord Regional Wastewater Treatment Plant located approximately 10.5 miles away.

Environmental evaluations previously conducted at the site are documented within the "Development Suitability Assessment – Reichard Property, Fair Play" report prepared by Goldie & Associates for Georgetown County in October, 2004. A complete copy of this report is available upon request with the evaluations summarized below:

#### A. Geotechnical Characteristics

QORR, Inc. performed a geotechnical exploration at the site in October, 2004 consisting of nine test borings to depths of 25 feet. These borings found the site soils to generally consist of highly micaceous soils with areas of weathered bed rock in areas to the middle of the site. Groundwater was found to be 6 to 13 feet deep. A copy of this geotechnical report is included in Appendix A of this PER.

#### B. Environment Site Assessment

A "Phase I Environment Site Assessment" was prepared for the site in October, 2004 prior to the site purchase by Georgetown County. This assessment concluded that "the site has no indication of past or current environmental concerns" and no further investigation was recommended.

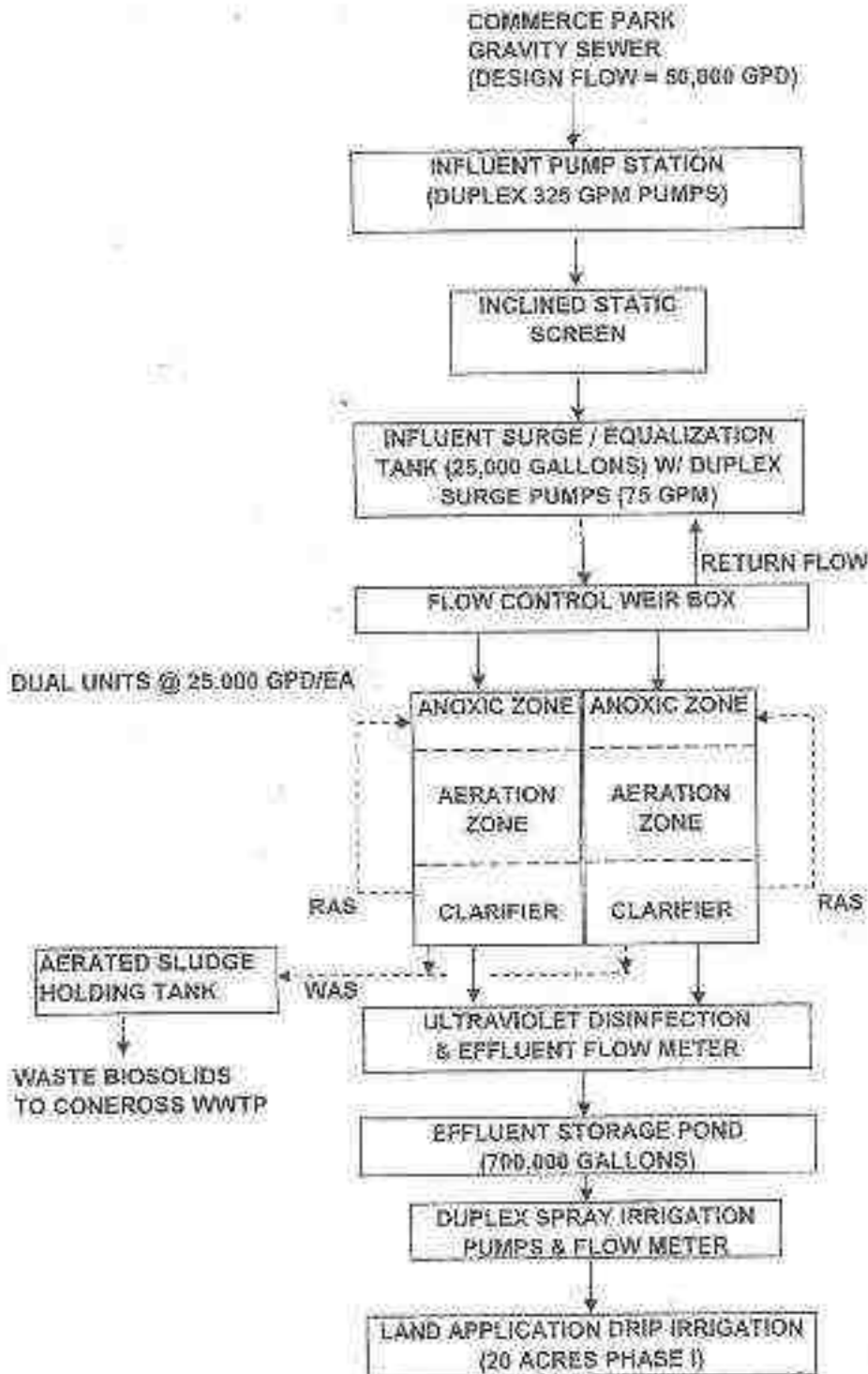
#### C. Threatened and Endangered Species

The threatened and endangered species records review and onsite reconnaissance concluded that the site does not contain federally listed threatened or endangered species. The barn owl and swamp rabbit species were identified as "species of concern" from the South Carolina Department of Natural Resources Rare, Threatened and Endangered Species Inventory as proximate to the site property but neither of these species is considered federally endangered or threatened. The site reconnaissance survey did not find the presence of either of these species although the potential habitat for these species is present at the site.

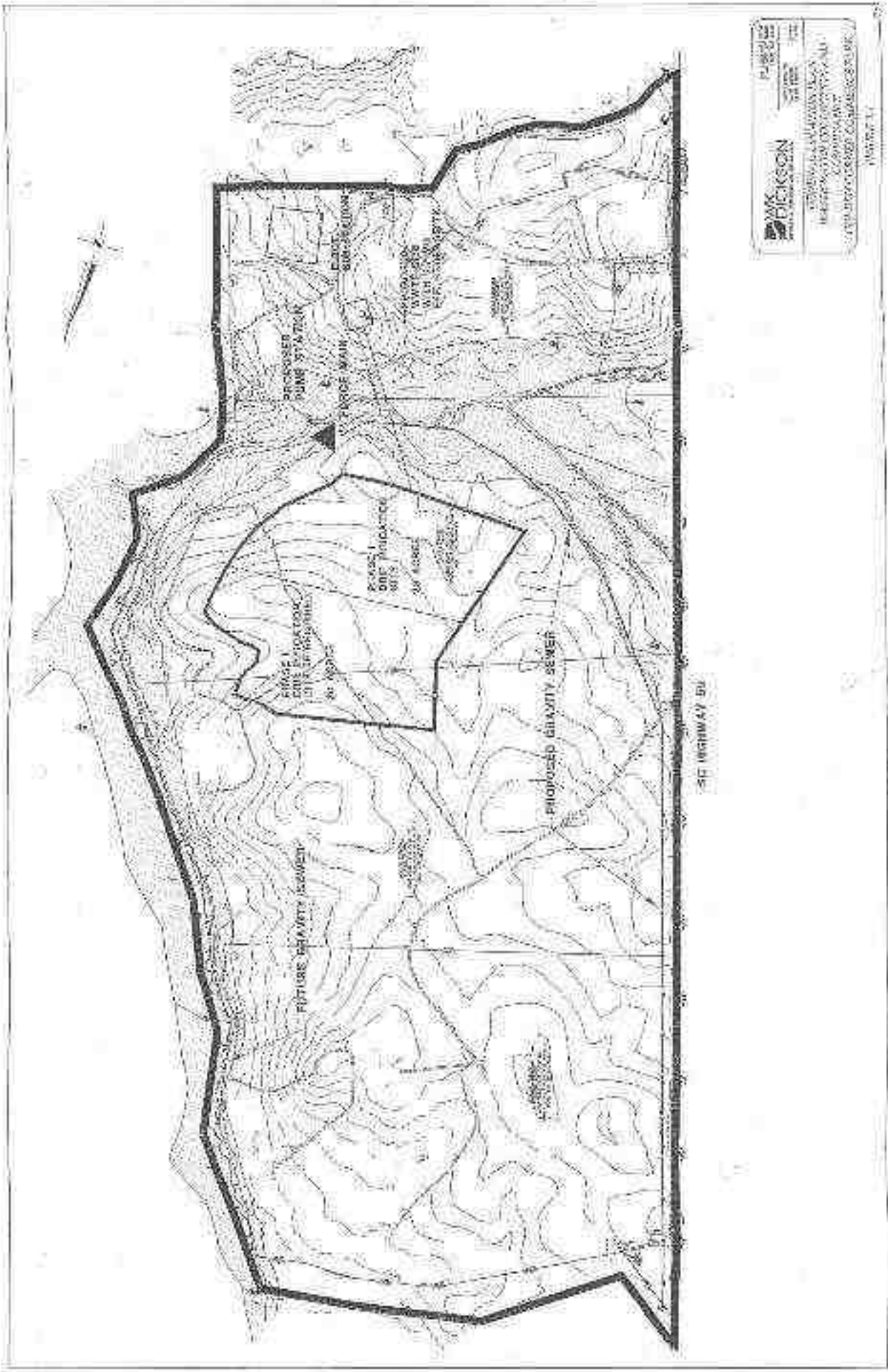
#### D. Archaeological Evaluation

The archaeological evaluation of the site found no structures at the site to be eligible for historic preservation or prehistoric facts.

FIGURE NO. 3.2: ALTERNATIVE NO. 1 - PROPOSED PHASE I WWTP AND DISPOSAL SYSTEM BLOCK FLOW DIAGRAM







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SHEET 11  
 OF 11

COUNCIL CHAIR (Reg) comments before the adjournment of the meeting: We the newly elected members of this Council clearly understand that you the people want change, which is why you elected us. We hope and we urge the senior members of this council to join with us so that all five members can truly represent the concerns of the citizens of Oconee County. The citizens, industries, and businesses in our county are facing serious financial times in the days ahead. This council needs to be watchful and prudent in spending "your money". Our county has many pressing concerns that must be addressed. During this past year your voices and concerns have been heard. You have stated:

1. That this council must earn your trust by listening to you.
2. That this council enhance and protect our natural resources.
3. That this council must work effectively with our federal, state and local representatives.
4. That this council address the future solid waste problem.
5. That this council address the long overdue issues of fixing the courthouse and the overcrowding in our detention center.
6. That this council insure that the Zoning Enabling Ordinance involves the wishes of the Oconee County property owners.
7. That this council review Oconee County's financial status by requesting an audit.
8. That this council address the issue of building codes and their procedures.
9. Finally, but not of least importance, that this council address the emergency services and fire issues.

We on the County Council ask for your patience, guidance and involvement as we work together to make Oconee County the best that it can be. Be assured that these issues will be addressed.