

ORDINANCE NO. 2001-01

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF  
THE CITY OF ORANGEBURG DATED MARCH 16, 1999**

The Comprehensive Plan of the City of Orangeburg dated March 16, 1999 is hereby amended as follows:

1. The Land Use Map is amended by creating a "Residential Sensitive Overlay Area: consisting of all properties designated on the Land Use Map as "Single-Family Residential" and "General Residential: 1" and on the Zoning Map as "A-1 Residential, Single-Unit District" and A-2 Residential, Multi-Unit District".
2. Table 18, Plan Compliance Index City of Orangeburg of the Comprehensive Plan is amended by adding the following footnote:

Note to Table. Property located contiguous to a classified land use area shown on the land Use Map may be considered within said classified land use area by the Planning Commission for purpose of determining plan compliance, without amending the Land Use Map. However, any property located in the "Residential Sensitive Overlay Area" shall not be included within the Land Use Map "Commercial/Business" or "Industrial" districts without both a Land Use review and study and amendment to the Land Use Map nor shall property located in the "Residential Sensitive Overlay Area" designated "Single-Family Residential" or "A-1 Residential, Single-Unit District" be included within the Land Use Map "Multi-Use" district without both a Land Use review and study and an amendment to the Land Use Map.

Adopted by the City Council of the City of Orangeburg, South Carolina, this 2<sup>nd</sup> day of January 2001.



Attest:

*M. H. Fanning*  
City Clerk

Mayor

*Paul A. Miller*  
*James H. Harris*  
*Sandra L. Gentry*  
*L. J. Brown*  
*James P. Hensley*  
Members of Council

**AN ORDINANCE AMENDING CHAPTER XXIV, SECTION 24-12-2  
APPLICATION REQUIREMENTS BY ADDING A NEW  
PARAGRAPH "F" REQUIRING THE PAYMENT AND DEPOSIT OF  
THE COST OF A COMPREHENSIVE PLAN STUDY OR REVIEW**

**BE IT ORDAINED BY CITY COUNCIL DULY ASSEMBLED**, that Chapter XXIV, Section 24-12-2 Application Requirements is hereby amended by adding a new paragraph "F" which shall read as follows:

"f. Any property owner, resident of the City or authorized agent of a property owner filing an application or petition which requires a Comprehensive Plan study or review shall pay the full cost of said study or review and shall deposit said payment with the City within fifteen (15) days of filing the initial petition or application."

**DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA THIS 2<sup>ND</sup> DAY OF JANUARY 2001.**



Attest:

*Annex H. Fanning*  
City Clerk

Mayor

*James Haire*  
*Sandra R. Crofts*  
*Paul Miller*  
*L. Zimmerman*  
*Paula D. King*  
*Joyce Phares*  
Members Of Council

ORDINANCE NO. 2001-03

AN ORDINANCE AMENDING § 9-15.7-D, WRECKER SERVICE RESPONSIBILITIES, § 9-15.8-A, TOWING AND STORAGE CHARGES, OF THE CODE OF ORDINANCES AND § 9-15.9, REMOVAL OF WRECKER SERVICE FOR THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA FOR THE PURPOSE OF INCREASING ALLOWABLE TOWING AND STORAGE CHARGES

BE IT ORDAINED BY CITY COUNCIL DULY ASSEMBLED, that § Section 9-15.7-D and § 9-15.8-A of the Code of Ordinances for the City of Orangeburg, State of South Carolina is amended and after amendment shall read as follows:

“§ 9-15.7-D Wrecker Service Responsibilities. All wrecker services shall be responsible for the safe and secure storage of towed vehicles within a storage yard or enclosed building. In the case of storage yards, the yard must be enclosed with a minimum of six (6) foot fence with barbed wire or suitable deterrent to unauthorized entry, as well as have satisfactory night lighting. The location, screening and maintenance of all storage facilities located in the City must also comply with all other Codes and Ordinances of the City of Orangeburg, South Carolina.

“§ 9-15.8-A Towing and Storage Charges. Operator’s fees for towing and storage services rendered pursuant to the rotation provisions of this section shall not exceed the following maximum charges and a copy of this rate schedule shall be attached to the invoice for any services rendered:

1.	Wrecked, stolen, impounded, traffic offenses, abandoned vehicles or junked vehicles.....	\$75.00
2.	Disabled vehicles and mechanical breakdowns.....	\$50.00
3.	Righting overturned vehicles or removal of vehicles from shallow ditch (off road recovery).....	\$25.00 (extra)
4.	Use of dollies.....	\$25.00 (extra)
5.	Tows between 8.00p.m. and 7.00 a.m. Saturday, Sunday, Christmas, New Year’s Day, Memorial Day, Fourth of July, Labor Day and Thanksgiving.....	\$25.00 (extra)
6.	Storage per day (after 1 <sup>st</sup> eight (8) hours) and every twenty-four (24) hours thereafter.....	\$10.00 outside storage \$15.00 covered storage
7.	Winching a car, van, or pick up truck out of deep ditch or from over an embankment (Normal Duty Wrecker).....	\$65.00 per hour
8.	Heavy Duty Wrecker.....	\$175.00 1 <sup>st</sup> hour \$125.00 thereafter

Hourly rates shall be based on the actual length of time for the service call from arrival at the service location to delivery of the vehicle, and shall be billed with a one (1) hour minimum and quarter (1/4) hour increments thereafter.

The above described rate schedule shall not apply when a vehicle owner requests a wrecker service of his/her choice or provides instructions to deliver the vehicle to an alternate location which results in a tow distance substantially greater than the distance to the wrecker service’s standard storage facility.

In cases of extraordinary circumstances, i.e., a train/vehicle accident, or major truck accident with a cargo spill, wrecker services may bill the vehicle owners(s) based on the actual cost incurred. The chief of the department of public safety, police division, shall be notified in writing within twenty-four (24) hours of the issuance of a wrecker service bill which deviates from the maximum fee schedule. Said notification shall contain sufficient justification for the deviation.

- b. The above established rates shall be reviewed and amended, if applicable, every twenty-four (24) months following adoption.
- c. In the case where more than one (1) wrecker service is needed to tow or assist one (1) vehicle, other wrecker services(s) may be requested by the primary wrecker service to render assistance; however,

only one (1) bill shall be submitted to the owner of the vehicle. Wrecker services called to assist shall submit and collect their fees through the primary wrecker service.

Once a wrecker service is dispatched, the vehicle owner shall be charge according to the fee schedule for "no tows," or in case of administrative errors, shall be compensated by placing the affected wrecker service at the top of the rotation list to receive the next service call.

§ 9-15.9 **Removal of Wrecker Service.** Any wrecker service operated in violation of the terms of this section, including non-compliance with the applicable fee schedule, shall be removed from the Wrecker Rotation List for a period of three (3) years subject to the revocation of its Wrecker Rotation Business License as provided in subsection 7-2.21 of the Orangeburg Municipal Code.

DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA  
THIS 20<sup>th</sup> DAY OF march, 2001



L. J. Thompson Krist  
Mayor  
James W. Keneey  
Charles J. ...  
Paul G. ...  
Sandra L. Krieger  
James H. Hairs

Members of Council

ATTEST Sharon A. Lanning  
City Clerk

ORDINANCE NO. 2001-04

**ORDINANCE TO AMEND THE LAND USE MAP OF THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA FOR THE PURPOSE OF CHANGING FROM "SINGLE-FAMILY RESIDENTIAL DISTRICT" TO "MULTI-UNIT DISTRICT" THE PROPERTY OF ROMANA ANDERSON AND M&M BUILDERS**

**WHEREAS**, Ms. Ramona Anderson and M&M Builders are petitioning to amend the Land Use Map of the City of Orangeburg by re-classifying their property from "Single-Family Residential" to "Business/Commercial District", on the Land Use Map of the City of Orangeburg; and

**WHEREAS**, the City Council of the City of Orangeburg has considered the petition and finds that to grant the amendment would be in the best interest of the City and in the furtherance of its planning program promoting public health, safety, morals, convenience, prosperity and general welfare as well as the efficiency and economy of those areas located within the corporate limits.

**NOW THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Orangeburg, State of South Carolina, in Council duly assembled and by the authority of the same that the Land Use Map is hereby amended and after amendment the area described herein below shall be changed from "Single-Family Residential District" to "Multi-Unit District"; said amendment to be effective upon the adoption of this ordinance.

**BE IT FURTHER ORDAINED** that the Zoning Administrator is hereby directed to make the necessary changes and amendments to the official Land Use Map to reflect this re-classification.

**Description of Property:**

All that certain piece, parcel or lot of land located at 1586 Henley Street, containing the following boundaries and measurements: North by Henley Street, 103 feet; east by property now or formerly of John H. Bishop, et al., 150 feet, more or less; South by property now or formerly of J. Izlar Sims Estate, 103, and on the West by property now or formerly of R. Y. Funchess, 150 feet, more or less. (Tax Map No.: 0171-15-08-002)

Also, all that certain piece, parcel or lot of land lying and being in the City of Orangeburg, School District 5, Orangeburg County, South Carolina, being located at 1576 Henley Street, N. E. and having the following boundaries and measurements: North by Henley Street, 50 feet; East by property now or formerly of J.G. Fair, 150 feet; South by property now or formerly of J. Izlar Sima, 50 feet, and on the West by property now or formerly of Redmon and/or Culclasure, 150 feet. Being the same property conveyed to the grantor by deed of R.Y. Funchess dated April 25, 1977, and recorded in the office of the Clerk of Court for Orangeburg County, S.C. in Deed Book 434 at page 757. (Tax Map No.: 0171-15-08-003)

**DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA**  
THIS 20th DAY OF march, 2001.



*L. J. Kinnaman*  
Mayor  
*James H. Blaney*  
*Chub G. Ferguson*  
*Paul G. Miller*  
*Dancho L. Koutis*  
*Alma Hane*

Members of Council

ATTEST *Sharon A. Lanning*  
City Clerk



ORDINANCE NO. 2001-05

**ORDINANCE TO AMEND SECTION 24-4.1, DISTRICT BOUNDARIES AND MAPS OF THE CODE OF ORDINANCES OF THE CITY OF ORANGEBURG AND THE ZONING MAP OF THE CITY OF ORANGEBURG, SOUTH CAROLINA FOR THE PURPOSE OF CHANGING FROM "A-2 RESIDENTIAL MULTI-UNIT DISTRICT" TO "O-I OFFICE INSTITUTIONAL DISTRICT" THE PROPERTY OF ELIZABETH F. SIMS.**

**WHEREAS**, Elizabeth F. Sims, pursuant to section 24-12.1(b)(a) of the Zoning Ordinance of the City of Orangeburg, South Carolina has petitioned for an amendment of said Ordinance and Map; and

**WHEREAS**, proper notice of the public hearing for proposed zoning map amendment has been duly published in accordance with Section 24-12.5 and the property has been duly posted in accordance with Section 24-12.6 of said zoning ordinance; and

**WHEREAS**, the City Council of the City of Orangeburg has reviewed said petition and the recommendation of the Planning Commission and finds that it is in the best interest of the City of Orangeburg to grant the petition;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Orangeburg, State of South Carolina, in council duly assembled and by the authority of same that the Zoning Map of the City of Orangeburg is hereby amended by changing the classification of the below described property from "A-2 Residential Multi-Unit" to "O-I Office -Institutional District".

**BE IT FURTHER ORDAINED** that this amendment shall be effective as of the date of this ordinance and the Zoning Administrator is hereby directed to amend the zoning map of the City of Orangeburg to reflect the above within seven (7) days if the adoption of this ordinance.

**Description of property:**

All that certain piece, parcel or lot of land, lying and being situate, in the State of South Carolina, County of Orangeburg, City of Orangeburg, known as Parcel A, containing 0.35 acres as shown on that plat of survey prepared for Elizabeth Sims by Edisto Surveyors, Inc. approved by Richard L Stroman, R.L.S., July 26, 1999. Being bounded and measuring generally as follows: On the Northeast by Parcel B, shown on the above referenced plat, measuring thereon One hundred and seventy-eight hundredths (100.78) feet; on the Southeast by property now or formerly of Mark F. Robinson, measuring thereon one hundred fifty and seventy-nine hundredths (150.79) feet; on the Southwest by sixty (60) foot right of way, Summers Avenue, measuring thereon One hundred three and thirty-hundredths (103.30) feet; on the Northwest by Orangeburg Presbyterian Church Society, measuring thereon One hundred forty-four and eighty-two hundredths (144.82) feet; all measurements being more or less.

Also, all that certain piece, parcel or lot of land, lying and being situate, in the State of South Carolina, County of Orangeburg, City of Orangeburg, known as Parcel B, containing 0.25 acres as shown on that plat of survey prepared for Elizabeth F. Sims by Edisto Surveyors, Inc. approved Richard L. Stroman, R.L.S., dated July 26, 1999 and recorded in the office of the RMC for Orangeburg County. Being bounded and measuring generally as follows: On the Northeast by Orangeburg Presbyterian Church Society, measuring thereon One hundred and twenty-four hundredths (100.24) feet; and Northwest by Orangeburg Society, measuring thereon One hundred four and fifty-four hundredths (104.54) feet; all measurements being more or less.

**DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA THIS 20th DAY OF March 2001.**



*L. Zimmerman* *Keith*  
Mayor  
*James R. Perry*  
*Charles D. Jones*  
*Paul A. Miller*  
*Wanda F. R. R. R.*  
*James H. Haire*

Members of Council

ATTEST: *Sharon A. Lanning*  
City Clerk

ORDINANCE NO. 2001-06

**ORDINANCE TO AMEND SECTION 24-4.1, DISTRICT BOUNDARIES AND MAPS OF THE CODE OF ORDINANCES OF THE CITY OF ORANGEBURG AND THE ZONING MAP OF THE CITY OF ORANGEBURG, SOUTH CAROLINA.**

**WHEREAS**, pursuant to section 24-12.1(b)(a) of the Zoning Ordinance of the City of Orangeburg, South Carolina a petition has been made for an amendment of said Ordinance and Map; and

**WHEREAS**, proper notice of the public hearing for proposed zoning map amendment has been duly published in accordance with Section 24-12.5 and the property has been duly posted in accordance with Section 24-12.6 of said zoning ordinance; and

**WHEREAS**, the City Council of the City of Orangeburg has reviewed said petition and the recommendation of the Planning Commission and finds that it is in the best interest of the City of Orangeburg to grant the petition;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Orangeburg, State of South Carolina, in council duly assembled and by the authority of same that the Zoning Map of the City of Orangeburg is hereby amended by changing the classification of the below described property from "A-2 Residential Multi-Unit" to "O-I Office -Institutional District".

**BE IT FURTHER ORDAINED** that this amendment shall be effective as of the date of this ordinance and the Zoning Administrator is hereby directed to amend the zoning map of the City of Orangeburg to reflect the above within seven (7) days if the adoption of this ordinance.

**Description of property:**

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being in School District No. 5, Orangeburg County, South Carolina and being set forth and shown as:

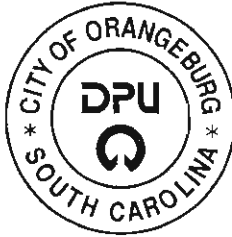
Lot B: North by Lot A 149 feet; Southeast by property of Mary Jo Salley 174.5; South by Summers St. 150 feet; and Northwest by Stanley St. 148.3 feet.

**DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA THIS 1<sup>st</sup> DAY OF MAY 2001.**



*L. J. Zimmerman*  
Mayor  
*Charles D. Ingram*  
*James O. Hane*  
*Jamie P. Frotts*  
*Paul Miller*  
*James R. Cherry*  
Members of Council

ATTEST: *Sharon A. Fanning*  
City Clerk



ORDINANCE NO. 2001-07

**AN ORDINANCE TO ADOPT ALL NEW RATES FOR THE DEPARTMENT OF PUBLIC UTILITIES OF THE CITY OF ORANGEBURG EFFECTIVE MAY 1, 2001 PERTAINING TO ELECTRICITY, WATER AND WASTEWATER**

**BE IT ORDAINED** By the Mayor and Members of Council of the City of Orangeburg, South Carolina, in Council assembled, and by authority of the same;

That all the rates of the Department of Public Utilities of the City of Orangeburg pertaining to Electricity, Water and Wastewater, as heretofore adopted be, and the same are hereby repealed, and in lieu thereof, the Electric, Water and Wastewater Rates of the Department of Public Utilities of the City of Orangeburg, hereto attached, be and they are hereby, declared effective and in full force on May 1, 2001;

**BE IT FURTHER ORDAINED**, by the Mayor and Members of Council of the City of Orangeburg, in Council assembled, and by authority of the same, that the rates be accepted; and

**DONE AND RATIFIED BY** City Council duly assembled this 1<sup>st</sup> day of May, 2001.



*L. Zimmerman Keitt*  
MAYOR

*Edward Hair*  
*Sandra R. Knott*

*Paul G. Min*  
*Chris Ferguson*

*James R. Cheney*  
MEMBERS OF COUNCIL

ATTEST:  
*Sharon W. Fanning*  
CITY CLERK



## **Electric Rate – Codes 2A, 2B**

## **Small General Service**

**Department of Public Utilities - Orangeburg, South Carolina**

### **Applicable:**

To a single-family dwelling unit supplied through one meter for domestic use. This schedule is not applicable to a residence which is used for commercial, professional or any other enterprise. If the customer's wiring is so arranged that electric service for domestic and non-domestic purposes can be metered separately, this schedule is applicable to that portion used for domestic purposes only.

### **Character of Service:**

Alternating current, 60 hertz. Voltage and phase at the option of the Department.

### **Net Monthly Rate**

### **Supply Charge:**

Current small general service supply charge will be applied to this rate schedule.

### **Distribution Charge:**

First 500 kWh @ \$0.016 per kWh

All in excess of 500 kWh @ \$0.011 per kWh

### **Service Charge:**

\$5.00 per meter per month.

**Note: "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

**Applicable:**

To any customer not qualifying for Small General Service, at any one location where service of a single character is taken through one meter at one point of delivery for which no specific schedule is provided. This schedule is not applicable to breakdown, standby, supplementary, resale or shared electric service. All temporary service will be billed under this schedule. This rate will not be available for any account which has a demand in excess of 50 kW.

**Character of Service:**

Alternating current, 60 hertz. Voltage and phase at the option of the Department.

**Net Monthly Rate****Supply Charge:**

Current medium general service supply charge will be applied to this rate schedule.

**Distribution Charge:**

First 1,000 kWh @ \$0.016 per kWh  
All in excess of 1,000 kWh @ \$0.011 per kWh

**Service Charge:**

\$12.00 per meter per month.

**Note: "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

**Applicable:**

To any customer for general power and energy purposes having demands of 50 kW or over, or for those customers who do not otherwise meet the service criteria for any other existing rate schedule. This schedule is not applicable to breakdown, standby, supplementary, resale or shared electric service.

**Character of Service:**

Alternating current, 60 hertz, three-phase service. Voltage at the option of the Department.

**Net Monthly Rate****Supply Charge:**

Current large general service supply charge will be applied to this rate schedule.

**Distribution Demand Charge:**

All kW @ \$4.00 per kW of billing demand

The billing demand (to the nearest whole kW) shall be the greatest of (1) the maximum integrated fifteen-minute demand measured during the current month, (2) eighty percent (80%) of the highest demand occurring during the eleven preceding months, (3) the contract demand, or (4) 50 kW.

**Service Charge:**

\$50.00 per meter per month.

**Power Factor Correction:**

The customer shall at all times maintain a power factor of not less than 85 percent. The Department reserves the right to conduct tests to determine the power factor of the customer's installation during periods of maximum demand or by measurement of the average power factor for the monthly billing period. Should the power factor so determined fall below 85 percent, the demand for billing purposes will be determined by multiplying the maximum kW demand by 85 percent and dividing by the determined power factor. No credit shall be given for power factor greater than 85 percent.

**Note:** "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.

**Effective: May 1, 2001**

**Application:**

To any customer for all power and energy used at any one location where service of a single character is taken through one meter at one point of delivery per premises. This schedule is not applicable to break down, standby, supplementary, resale or shared electric service. This rate shall be applicable for any new or existing account having an on-peak demand of less than 1,000 kW. The second billing month of a 12-month period that on-peak demand exceeds 1,000 kW will terminate eligibility under this rate schedule.

**Character of Service:**

Alternating current, 60 hertz, voltage and phase at the option of the Department.

**Net Monthly Rate****Distribution Demand Charge:**

On-Peak Billing Demand	\$5.20 per kW
Shoulder	None
Off-Peak	None

The billing demand (to the nearest whole kW) shall be the maximum integrated fifteen-minute demand measured during the on-peak hours of the current month.

**Distribution Energy Charge:**

On-Peak .....	\$0.0110 per kWh
Shoulder .....	\$0.0110 per kWh
Off-Peak .....	\$0.0110 per kWh

**Supply Charge:**

The following supply charges will be applied to this rate schedule.

On-Peak .....	Current On-Peak Supply Charge
Shoulder .....	Current Shoulder Supply Charge
Off-Peak .....	Current Off-Peak Supply Charge

**Service Charge:**

\$12.00 per month



**Determination of On-Peak, Shoulder, and Off-Peak Hours:**

On-Peak: Months May through September  
1:00 p.m. - 7:00 p.m. Monday through Friday excluding Holidays\*

Shoulder: Months May through September  
11:00 a.m. - 1:00 p.m. and 7:00 p.m. to 9:00 p.m.  
Monday through Friday excluding Holidays\*

Months October through April  
6:00 a.m. - 10:00 a.m. and 6:00 p.m. to 10:00 p.m.  
Monday through Friday excluding Holidays\*

Off-Peak: Off-peak hours are defined as all those not specified as on-peak or shoulder hours including all Saturdays, Sundays, and Holidays\*.

**\* Holidays are specified as - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.**

**Power Factor:**

The customer shall at all times maintain a power factor of not less than 85 percent. The Department reserves the right to conduct tests to determine the power factor of the customer's installation during periods of maximum demand or by measurement of the average power factor for the monthly billing period. Should the power factor so determined fall below 85 percent, the demand for billing purposes will be determined by multiplying the maximum kW demand by 85 percent and dividing by the determined power factor. No credit shall be given for power factor greater than 85 percent.

**Note: "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

**Electric Rate - Codes 2L, 2P, 2U****Private Lighting & Poles****Department of Public Utilities - Orangeburg, South Carolina****Net Monthly Rate**

The following is the rate schedule for lights installed for customers on the Department's standard poles which are a part of the Department's distribution system.

<u>Size</u>	<u>Lamp Charges</u>	<u>kWh</u>	<u>Watts</u>
	<u>Per Month</u>	<u>Per Month</u>	
2LM10 - 7,500 Lumens (Mercury) Open Type Globe	\$ 6.00	70	175
2LM20 - 20,000 Lumens (Mercury) Closed Type Globe	\$11.42	160	400
2LM30 - 50,000 Lumens (Mercury) Closed Type Globe	\$17.89	400	1,000
2LS10 - 9,500 Lumens (HPS) Open Type Globe	\$ 6.00	40	100
2LS15 - 15,000 Lumens (HPS) Closed Type Globe	\$ 8.58	60	150
2LS20 - 27,500 Lumens (HPS) Closed Type Globe	\$11.42	100	250
2LS30 - 50,000 Lumens (HPS) Closed Type Globe	\$14.69	160	400
2LS35 - 50,000 Lumens (HPS) Closed Type Box	\$15.79	160	400

**Cost Per Month For Each Additional Pole:**

2P130 - 30 Foot Pole	\$1.29
2P135 - 35 Foot Pole	\$1.98
2P140 - 40 Foot Pole	\$2.48
2P145 - 45 Foot Pole	\$2.97

**Underground:**

2US60 - 9,500 Lumens (HPS) Traditional Post	\$13.15	40	100
2US61 - 9,500 Lumens (HPS) Modern Post	\$13.15	40	100
2US62 - 9,500 Lumens (HPS) Classic Post	\$13.75	40	100
2US70 - 15,000 Lumens (HPS) Traditional Post	\$13.97	60	150
2US71 - 15,000 Lumens (HPS) Modern Post	\$13.97	60	150
2US72 - 15,000 Lumens (HPS) Classic Post	\$15.07	60	150

Underground charges shown above include the cost of underground wiring of lights within 15 feet of an existing power source. Lengths of underground wire and wire trench in excess of 15 feet shall be at owner/developer's expense. Underground rates also include the cost of a fiberglass direct buried pole.

**Note: "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

**Net Monthly Rate**

The following is the rate schedule for lights installed for street lighting for the City of Orangeburg.

<u>Size</u>	<u>Lamp Charges Per Month</u>	<u>kWh Per Month</u>	<u>Watts</u>
2SM10 - 7,500 Lumens (Mercury) Open Type Globe	\$ 6.30	70	175
2SM20 - 20,000 Lumens (Mercury) Closed Type Globe	\$12.05	160	400
2SM30 - 50,000 Lumens (Mercury) Closed Type Globe	\$30.56	400	1,000
2SS10 - 9,500 Lumens (HPS) Open Type Globe	\$ 6.30	40	100
2SS15 - 15,000 Lumens (HPS) Closed Type Globe	\$ 9.02	60	150
2SS20 - 27,500 Lumens (HPS) Closed Type Globe	\$12.05	100	250
2SS30 - 36,000 Lumens (HPS) Closed Type Globe	\$12.63	144	360
2SS40 - 50,000 Lumens (HPS) Closed Type Globe	\$13.62	160	400
2SS50 - 140,000 Lumens (HPS) Closed Type Globe	\$30.56	400	1,000
2SH10 - 15,000 Lumens (MH) Decorative Globe	\$29.36	52	175

**Note: “General Terms and Conditions” in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

## **Electric Rate – Code 2X**

## **Interruptible Service**

**Department of Public Utilities - Orangeburg, South Carolina**

### **Application:**

To any customer for all power and energy used at any one location where service of a single character is taken through one meter and is for those services that operate only during off peak periods or that have standby capacity operable on demand as dispatched by the Department.

### **Character of Service:**

Alternating current, 60 cycle, three-phase service. Voltage at the option of the Department.

### **Net Monthly Rate**

### **Supply Charge:**

Current off-peak supply charge will be applied to this rate schedule.

### **Distribution Charge:**

Off-Peak Charge - \$0.0110 per kWh

### **Service Charge:**

\$50.00 per meter per month

**Note: “General Terms and Conditions” in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**



**Applicable:**

To any customer for general power and energy purposes with demands of 200 kW or over. This schedule is not applicable to breakdown, standby, supplementary, resale or shared electric service. This rate is only available to customers who sign a NMST Contract.

**Character of Service:**

Alternating current, 60 hertz, three-phase service. Voltage at the option of the Department.

**Net Monthly Rate****Distribution Demand Charge:**

All kW @ \$1.50 per kW of billing demand.

Billing demand shall be the greater of: (a) customer's maximum integrated one hour metered demand during the current month, (b) customer's maximum integrated one-hour metered demand during on-peak periods during the current contract year (12-month period beginning May 1<sup>st</sup>), or (c) customer's contract demand.

**Supply Charge:**

In addition to the foregoing charges, customer shall pay a charge for power supply costs as specified in the NMST Contract.

**Service Charge:**

\$250.00 per meter per month.

**Power Factor Correction:**

The customer shall at all times maintain a power factor of not less than 85 percent. The Department reserves the right to conduct tests to determine the power factor of the customer's installation during periods of maximum demand or by measurement of the average power factor for the monthly billing period. If the power factor so determined falls below 85 percent, the demand for billing purposes will be determined by multiplying the maximum kW demand by 85 percent and dividing by the determined power factor. No credit shall be given for power factor greater than 85 percent.

**On-Peak Period:**

The on-peak period shall be defined as weekday deliveries between the hours beginning 11:00 AM and ending 9:00 PM during the months of May through September.

**Note: "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

## Water Rate – Codes 4A, 4B, 4C

## General Service (Inside City Limits)

Department of Public Utilities - Orangeburg, South Carolina

### Commodity Charge:

First 30,000 Cu. Ft. @ \$0.74 per 100 Cu. Ft. per month  
All in excess of 30,000 Cu. Ft. @ \$0.61 per 100 Cu. Ft. per month

### Service Charge:

For ¾ inch tap -----	\$ 2.75 per month per bill
For 1 inch tap -----	\$ 4.00 per month per bill
For 1-1/2 inch tap -----	\$ 5.00 per month per bill
For 2 inch tap -----	\$ 10.00 per month per bill
For 3 inch tap -----	\$ 30.00 per month per bill
For 4 inch tap -----	\$ 40.00 per month per bill
For 6 inch tap -----	\$ 75.00 per month per bill
For 8 inch tap -----	\$100.00 per month per bill

**Note: “General Terms and Conditions” in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

**Water Rate – Codes 4D, 4E, 4F****General Service  
(Outside City Limits)****Department of Public Utilities - Orangeburg, South Carolina****Commodity Charge:**

First 30,000 Cu. Ft. @ \$1.35 per 100 Cu. Ft. per month  
All in excess of 30,000 Cu. Ft. @ \$0.75 per 100 Cu. Ft. per month

**Service Charge:**

For ¾ inch tap ----- \$ 4.75 per month per bill  
For 1 inch tap ----- \$ 6.00 per month per bill  
For 1-1/2 inch tap ----- \$ 8.00 per month per bill  
For 2 inch tap ----- \$ 14.00 per month per bill  
For 3 inch tap ----- \$ 40.00 per month per bill  
For 4 inch tap ----- \$ 50.00 per month per bill  
For 6 inch tap ----- \$ 90.00 per month per bill  
For 8 inch tap ----- \$125.00 per month per bill

**Note: “General Terms and Conditions” in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

## Water Rate - Codes 4G, 4H

## Detecto Check Fire Service

(Inside City Limits)

Department of Public Utilities - Orangeburg, South Carolina

### Commodity Charge:

First 30,000 Cu. Ft. @ \$2.00 per 100 Cu. Ft. per month  
All in excess of 30,000 Cu. Ft. @ \$1.50 per 100 Cu. Ft. per month

### Service Charge:

For 4 inch tap ----- \$ 40.00 per month per bill  
For 6 inch tap ----- \$ 75.00 per month per bill  
For 8 inch tap ----- \$100.00 per month per bill  
For 10 inch tap ----- \$125.00 per month per bill  
For 12 inch tap ----- \$150.00 per month per bill

Note: "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.

Effective: May 1, 2001



## Water Rate - Codes 4I, 4J

## Detecto Check Fire Service

### (Outside City Limits)

Department of Public Utilities - Orangeburg, South Carolina

#### Commodity Charge:

First 30,000 Cu. Ft. @ \$3.55 per 100 Cu. Ft. per month  
All in excess of 30,000 Cu. Ft. @ \$2.10 per 100 Cu. Ft. per month

#### Service Charge:

For 4 inch tap ----- \$ 50.00 per month per bill  
For 6 inch tap ----- \$ 90.00 per month per bill  
For 8 inch tap ----- \$125.00 per month per bill  
For 10 inch tap ----- \$150.00 per month per bill  
For 12 inch tap ----- \$175.00 per month per bill

**Note: "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

## Water Rate - Code 4K

## Full Flow Fire Service

### (Inside City Limits)

Department of Public Utilities - Orangeburg, South Carolina

#### Commodity Charge:

First 30,000 Cu. Ft. @ \$0.74 per 100 Cu. Ft. per month  
All in excess of 30,000 Cu. Ft. @ \$0.61 per 100 Cu. Ft. per month

#### Service Charge:

For 4 inch tap -----	\$ 40.00 per month per bill
For 6 inch tap -----	\$ 75.00 per month per bill
For 8 inch tap -----	\$100.00 per month per bill
For 10 inch tap -----	\$125.00 per month per bill
For 12 inch tap -----	\$150.00 per month per bill

**Note: "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

## Water Rate - Code 4L

## Full Flow Fire Service

### (Outside City Limits)

Department of Public Utilities - Orangeburg, South Carolina

#### Commodity Charge:

First 30,000 Cu. Ft. @ \$1.35 per 100 Cu. Ft. per month  
All in excess of 30,000 Cu. Ft. @ \$0.75 per 100 Cu. Ft. per month

#### Service Charge:

For 4 inch tap -----\$ 50.00 per month per bill  
For 6 inch tap -----\$ 90.00 per month per bill  
For 8 inch tap -----\$125.00 per month per bill  
For 10 inch tap -----\$150.00 per month per bill  
For 12 inch tap -----\$175.00 per month per bill

Note: "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.

Effective: May 1, 2001

**Commodity Charge:**

\$0.77 per 100 Cu. Ft. per month

**Service Charge:**

\$100.00 per month

**Contract Demand**

**Minimum Bill:**

Contract demand times commodity charge per month

A new CONTRACT DEMAND shall be calculated annually at the close of the Department of Public Utilities' fiscal year. The new calculated CONTRACT DEMAND shall be 65 percent of the average of the previous twelve months billing (amount billed). The CONTRACT DEMAND shall never be less than the initial CONTRACT DEMAND of 2033.20 Ccf per month. The new CONTRACT DEMAND shall become effective with the October billing of the new fiscal year.

**Note: "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**



**Department of Public Utilities - Orangeburg, South Carolina**

**Net Monthly Rate**

The following is the rate schedule for fire hydrants installed in the City of Orangeburg.

**Service Charge:**     \$4.75 per fire hydrant per month

**Note: “General Terms and Conditions” in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

**Department of Public Utilities - Orangeburg, South Carolina**

**Net Monthly Rate**

The following is the rate schedule for fire hydrants installed outside the City of Orangeburg.

**Service Charge:**    \$6.25 per fire hydrant per month

**Note: “General Terms and Conditions” in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

## **Wastewater Rate - Code 5A**

## **Residential** **(Inside City Limits)**

**Department of Public Utilities - Orangeburg, South Carolina**

### **Applicable:**

To a single family dwelling unit or individual dwelling units in apartment structures or other multi-family residential structures supplied by individual water meters. This schedule is not applicable to a residence which is used for commercial, professional, or any other enterprise unless the domestic use can be separately metered.

### **Service Charge:**

\$6.00 per bill per month

### **Commodity Charge:**

\$1.11 per 100 cu. ft. per month

For purposes of billing, the Commodity Charge will be based on the metered water consumption. There shall be no additional charge for use in excess of the greater of 1,500 cubic feet or the average use of the months of November and February.

**Note: "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

## Wastewater Rate - Code 5B

## Commercial

### (Inside City Limits)

#### Department of Public Utilities - Orangeburg, South Carolina

##### Service Charge:

\$6.00 per bill per month

##### Commodity Charge:

\$1.11 per 100 cu. ft. per month

##### Monitoring Charge:

For all waste where monitoring by DPU is required.

Waste Characteristic      \$50.00 per bill per month

Grease, Oil, and Sand      \$25.00 per bill per month

##### Surcharge:

For all waste with BOD and/or suspended solid concentrations in excess of 300 milligrams per liter and oil and grease concentration in excess of 100 mg/l.

$$S = V \times f$$

Where:

f = 0.00624 ((\$0.30 (BOD-300) + \$0.15 (TSS-300) + \$0.10 (O&G-100))

S = Industrial waste surcharge in dollars

V = Sewage volume in hundred cubic feet

0.00624 = Conversion factor for hundred cubic feet to million pounds

BOD = The greater of BOD strength index in parts per million by weight\* or 300 parts per million by weight

300 = Allowable BOD strength under normal volume charges in parts per million by weight\*

TSS = The greater of suspended solids strength index in parts per million by weight\* or 300 parts per million by weight

300 = Allowable suspended solids strength under normal volume charges in parts per million by weight\*

O&G = The greater of oil and grease strength in ppm by weight\* or 100 parts per million by weight

100 = Allowable oil and grease strength

\*or mg/l

COD values may be substituted for BOD values at the discretion of the Department of Public Utilities. When COD values are used, the formula shall be modified as follows:

$$f = 0.00624 ((\$0.25 (\text{COD}-450) + \$0.15 (\text{TSS}-300) + \$0.10 (\text{O\&G}-100))$$

where COD = The greater of COD strength index in parts per million by weight\* or 450 parts per million by weight.

For the purposes of billing, the commodity charge and surcharge will be based on the metered water consumption. Commercial units which are strictly residential shall be exempt from a surcharge and monitoring charge.

**Note: "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

## Wastewater Rate - Code 5C

## Industrial

### (Inside City Limits)

#### Department of Public Utilities - Orangeburg, South Carolina

##### Service Charge:

\$15.00 per bill per month

##### Commodity Charge:

\$1.11 per 100 cu. ft. per month

##### Monitoring Charge:

For all waste where monitoring by DPU is required.

Waste Characteristic      \$50.00 per bill per month

Grease, Oil, and Sand      \$25.00 per bill per month

##### Surcharge:

For all waste with BOD and/or suspended solid concentrations in excess of 300 milligrams per liter and oil and grease concentration in excess of 100 mg/l.

$$S = V \times f$$

Where:

f = 0.00624 ((\$0.30 (BOD-300) + \$0.15 (TSS-300) + \$0.10 (O&G-100))

S = Industrial waste surcharge in dollars

V = Sewage volume in hundred cubic feet

0.00624 = Conversion factor for hundred cubic feet to million pounds

BOD = The greater of BOD strength index in parts per million by weight\* or 300 parts per million by weight

300 = Allowable BOD strength under normal volume charges in parts per million by weight\*

TSS = The greater of suspended solids strength index in parts per million by weight\* or 300 parts per million by weight

300 = Allowable suspended solids strength under normal volume charges in parts per million by weight\*

O&G = The greater of oil and grease strength in ppm by weight\* or 100 parts per million by weight

100 = Allowable oil and grease strength

\*or mg/l

COD values may be substituted for BOD values at the discretion of the Department of Public Utilities. When COD values are used, the formula shall be modified as follows:

$$f = 0.00624 ((\$0.25 (\text{COD}-450) + \$0.15 (\text{TSS}-300) + \$0.10 (\text{O\&G}-100))$$

where COD = The greater of COD strength index in parts per million by weight\* or 450 parts per million by weight

For the purposes of billing, the commodity charge and surcharge will be based on the metered water consumption. Commercial units which are strictly residential shall be exempt from a surcharge and monitoring charge.

**Note: "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

## **Wastewater Rate - Code 5D**

## **Residential** **(Outside City Limits)**

**Department of Public Utilities - Orangeburg, South Carolina**

### **Applicable:**

To a single family dwelling unit or individual dwelling units in apartment structures or other multi-family residential structures supplied by individual water meters. This schedule is not applicable to a residence which is used for commercial, professional, or any other enterprise unless the domestic use can be separately metered.

### **Service Charge:**

\$9.00 per bill per month

### **Commodity Charge:**

\$1.50 per 100 cu. ft. per month

For purposes of billing, the commodity charge will be based on the metered water consumption. There shall be no additional charge for use in excess of the greater of 1,500 cubic feet or the average use of the months of November and February.

**Note: "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

**Department of Public Utilities - Orangeburg, South Carolina****Service Charge:**

\$9.00 per bill per month

**Commodity Charge:**

\$1.50 per 100 cu. ft. per month

**Monitoring Charge:**

For all waste where monitoring by DPU is required.

Waste Characteristic      \$50.00 per bill per month

Grease, Oil, and Sand      \$25.00 per bill per month

**Surcharge:**

For all waste with BOD and/or suspended solid concentrations in excess of 300 milligrams per liter and oil and grease concentration in excess of 100 mg/l.

$$S = V \times f$$

Where:

f = 0.00624 ((\$0.30 (BOD-300) + \$0.15 (TSS-300) + \$0.10 (O&G-100))

S = Industrial waste surcharge in dollars

V = Sewage volume in hundred cubic feet

0.00624 = Conversion factor for hundred cubic feet to million pounds

BOD = The greater of BOD strength index in parts per million by weight\* or 300 parts per million by weight

300 = Allowable BOD strength under normal volume charges in parts per million by weight\*

TSS = The greater of suspended solids strength index in parts per million by weight\* or 300 parts per million by weight

300 = Allowable suspended solids strength under normal volume charges in parts per million by weight\*

O&G = The greater of oil and grease strength in ppm by weight\* or 100 parts per million by weight

100 = Allowable oil and grease strength

\*or mg/l

COD values may be substituted for BOD values at the discretion of the Department of Public Utilities. When COD values are used, the formula shall be modified as follows:

$$f = 0.00624 ((\$0.25 (\text{COD}-450) + \$0.15 (\text{TSS}-300) + \$0.10 (\text{O\&G}-100))$$

where COD = The greater of COD strength index in parts per million by weight\* or 450 parts per million by weight.

For the purposes of billing, the commodity charge and surcharge will be based on the metered water consumption. Commercial units which are strictly residential shall be exempt from a surcharge and monitoring charge.

**Note: "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

## Wastewater Rate - Code 5F

## Industrial

### (Outside City Limits)

#### Department of Public Utilities - Orangeburg, South Carolina

##### Service Charge:

\$20.00 per bill per month

##### Commodity Charge:

\$1.20 per 100 cu. ft. per month

##### Monitoring Charge:

For all waste where monitoring by DPU is required.

Waste Characteristic      \$50.00 per bill per month

Grease, Oil, and Sand      \$25.00 per bill per month

##### Surcharge:

For all waste with BOD and/or suspended solid concentrations in excess of 300 milligrams per liter and oil and grease concentration in excess of 100 mg/l.

$$S = V \times f$$

Where:

f = 0.00624 ((\$0.30 (BOD-300) + \$0.15 (TSS-300) + \$0.10 (O&G-100))

S = Industrial waste surcharge in dollars

V = Sewage volume in hundred cubic feet

0.00624 = Conversion factor for hundred cubic feet to million pounds

BOD = The greater of BOD strength index in parts per million by weight\* or 300 parts per million by weight

300 = Allowable BOD strength under normal volume charges in parts per million by weight\*

TSS = The greater of suspended solids strength index in parts per million by weight\* or 300 parts per million by weight

300 = Allowable suspended solids strength under normal volume charges in parts per million by weight\*

O&G = The greater of oil and grease strength in ppm by weight\* or 100 parts per million by weight

100 = Allowable oil and grease strength

\*or mg/l

COD values may be substituted for BOD values at the discretion of the Department of Public Utilities. When COD values are used, the formula shall be modified as follows:

f = 0.00624 ((\$0.25 (COD-450) + \$0.15 (TSS-300) + \$0.10 (O&G-100))

where COD = The greater of COD strength index in parts per million by weight\* or 450 parts per million by weight.

For the purposes of billing, the commodity charge and surcharge will be based on the metered water consumption. Commercial units which are strictly residential shall be exempt from a surcharge and monitoring charge.

**Note: "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**



**Wastewater Rate - Code 5H      Multiple Unit Dwellings or Businesses**  
**(Inside City Limits)**

**Department of Public Utilities – Orangeburg, South Carolina**

**Page 1 of 2**

**Service Charge:**

\$6.00 per bill per month

**Commodity Charge:**

\$1.11 per 100 cu. ft. per month

**Monitoring Charge:**

For all waste where monitoring by DPU is required.

Waste Characteristic	\$50.00 per bill per month
Grease, Oil, and Sand	\$25.00 per bill per month

**Surcharge:**

For all waste with BOD and/or suspended solid concentrations in excess of 300 milligrams per liter and oil and grease concentration in excess of 100 mg/l.

$$S = V \times f$$

Where:

f	=	0.00624 ((\$0.30 (BOD-300) + \$0.15 (TSS-300) + \$0.10 (O&G-100))
S	=	Industrial waste surcharge in dollars
V	=	Sewage volume in hundred cubic feet
0.00624	=	Conversion factor for hundred cubic feet to million pounds
BOD	=	The greater of BOD strength index in parts per million by weight* or 300 parts per million by weight
300	=	Allowable BOD strength under normal volume charges in parts per million by weight*
TSS	=	The greater of suspended solids strength index in parts per million by weight* or 300 parts per million by weight
300	=	Allowable suspended solids strength under normal volume charges in parts per million by weight*
O&G	=	The greater of oil and grease strength in ppm by weight* or 100 parts per million by weight
100	=	Allowable oil and grease strength

\*or mg/l

COD values may be substituted for BOD values at the discretion of the Department of Public Utilities. When COD values are used, the formula shall be modified as follows:

f	=	0.00624 ((\$0.25 (COD-450) + \$0.15 (TSS-300) + \$0.10 (O&G-100))
		where COD = The greater of COD strength index in parts per million by weight* or 450 parts per million by weight.

**Wastewater Rate - Code 5H      Multiple Unit Dwellings or Businesses**  
**(Inside City Limits)**

**Department of Public Utilities – Orangeburg, South Carolina**

**Page 2 of 2**

For the purposes of billing, the commodity charge and surcharge will be based on the metered water consumption. Commercial units which are strictly residential shall be exempt from a surcharge and monitoring charge.

1. In units that are served through a common water meter, but have separate electric meters, the utility bill having the electric charges will also show the wastewater service charge for that unit. The commodity charge for the wastewater service will be shown on the utility bill for water.
2. In units having common water and electric services, the wastewater charge will be made a part of the utility bill for water. The commodity charge will be based on the water consumption and the service charge will be computed by multiplying the number of units which have wastewater service, times the service charge.
3. "Unit" shall mean a single dwelling unit (i.e., an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment. Each guest-room of a hotel, motel, hospital, nursing home, or dormitory shall be considered ½ unit.

**Note: "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

**Wastewater Rate - Code 5I      Multiple Unit Dwellings or Businesses**  
**(Outside City Limits)**

**Department of Public Utilities – Orangeburg, South Carolina**

**Page 1 of 2**

**Service Charge:**

\$9.00 per bill per month

**Commodity Charge:**

\$1.50 per 100 cu. ft. per month

**Monitoring Charge:**

For all waste where monitoring by DPU is required.

Waste Characteristic      \$50.00 per bill per month

Grease, Oil, and Sand      \$25.00 per bill per month

**Surcharge:**

For all waste with BOD and/or suspended solid concentrations in excess of 300 milligrams per liter and oil and grease concentration in excess of 100 mg/l.

$$S = V \times f$$

Where:

$$f = 0.00624 ((\$0.30 (\text{BOD}-300) + \$0.15 (\text{TSS}-300) + \$0.10 (\text{O\&G}-100))$$

S = Industrial waste surcharge in dollars

V = Sewage volume in hundred cubic feet

0.00624 = Conversion factor for hundred cubic feet to million pounds

BOD = The greater of BOD strength index in parts per million by weight\* or 300 parts per million by weight

300 = Allowable BOD strength under normal volume charges in parts per million by weight\*

TSS = The greater of suspended solids strength index in parts per million by weight\* or 300 parts per million by weight

300 = Allowable suspended solids strength under normal volume charges in parts per million by weight\*

O&G = The greater of oil and grease strength in ppm by weight\* or 100 parts per million by weight

100 = Allowable oil and grease strength

\*or mg/l

COD values may be substituted for BOD values at the discretion of the Department of Public Utilities. When COD values are used, the formula shall be modified as follows:

$$f = 0.00624 ((\$0.25 (\text{COD}-450) + \$0.15 (\text{TSS}-300) + \$0.10 (\text{O\&G}-100))$$

where COD = The greater of COD strength index in parts per million by weight\* or 450 parts per million by weight.

**Note: "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

**Wastewater Rate - Code 5I      Multiple Unit Dwellings or Businesses**  
**(Outside City Limits)**

**Department of Public Utilities – Orangeburg, South Carolina**

**Page 2 of 2**

For the purposes of billing, the commodity charge and surcharge will be based on the metered water consumption. Commercial units which are strictly residential shall be exempt from a surcharge and monitoring charge.

1. In units that are served through a common water meter, but have separate electric meters, the utility bill having the electric charges will also show the wastewater service charge for that unit. The commodity charge for the wastewater service will be shown on the utility bill for water.
2. In units having common water and electric services, the wastewater charge will be made a part of the utility bill for water. The commodity charge will be based on the water consumption and the service charge will be computed by multiplying the number of units which have wastewater service, times the service charge.
3. "Unit" shall mean a single dwelling unit (i.e., an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment. Each guest-room of a hotel, motel, hospital, nursing home, or dormitory shall be considered ½ unit.

**Note: "General Terms and Conditions" in effect apply to above. See Article IV for Billing and Payment Terms.**

**Effective: May 1, 2001**

## **Wastewater Rate - Code 5J**

**Wholesale**

**(Outside City Limits)**

**Department of Public Utilities - Orangeburg, South Carolina**

**Service Charge:**

\$7.50 per bill per month

**Commodity Charge:**

\$1.20 per 100 cu. ft. per month

For the purposes of billing, the commodity charge and surcharge will be based on the metered water consumption. The service charge will be based on the number of units served by the entity discharging to the Department.

“Unit” shall mean a single dwelling unit (i.e., an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment. Each guest-room of a hotel, motel, hospital, nursing home, or dormitory shall be considered ½ unit.

**Note: “General Terms and Conditions” in effect apply to above. See Article IV for Billing and Payment terms.**

**Effective: May 1, 2001**

# ORDINANCE NO. 2001-08

AN ORDINANCE TO AMEND CHAPTER XIII OF THE CODE OF ORDINANCES, CITY OF ORANGEBURG, SOUTH CAROLINA, PROVIDING FOR THE ADOPTION OF THE INTERNATIONAL BUILDING, MECHANICAL, PROPERTY MAINTENANCE AND ENERGY CONVERSATION CODES

BE IT ORDAINED by the Mayor and members of Council of the City of Orangeburg, in Council assembled and by authority of the same; that Section 13-1 be amended to read as follows:

**"13-1 BUILDING CODE ADOPTED.**

For the purpose of regulating the construction, alteration, repair, use and occupancy, location, building or structure or any appurtenance connected or attached to any building or structure, the 2000 Edition of the International Building Code including appendices B, C, D, E, F, I, and J, as prepared and adopted by the Southern Building Code Congress International, Inc. is hereby adopted and incorporated by reference as a part of this code. And that at least three (3) copies of said code are on file in the office of the Building Official"

That Section 13-5 be amended by adding the following section with other sections renumbered accordingly:

**"13-5 MECHANICAL CODE**

**13-5.1 MECHANICAL CODE ADOPTED.** For the purpose of regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems, the 2000 Edition of the International Mechanical Code including appendix A, as prepared and adopted by the Southern Building Code Congress International, Inc. is hereby adopted and incorporated by reference as a part of this code. And that at least three (3) copies of said code are on file in the office of the Building Official"

That Section 13 – 6 be amended to read as follows:

**"13-6 PROPERTY MAINTENANCE.**

**13-6.1 PROPERTY MAINTENANCE CODE ADOPTED.** For the purpose of regulating existing structures and premises, the 2000 International Property Maintenance Code, as prepared and adopted by the Southern Building Code Congress International, Inc. is hereby adopted and incorporated by reference as a part of this code. And that at least three (3) copies of said code are on file in the office of the Building Official"

**13-6.2 UNLAWFUL TO PERMIT UNSAFE BUILDINGS TO REMAIN.** It shall be unlawful for the owner of any building or structure, which has been damaged by fire, or otherwise, to such an extent as to be unsafe and unfit for continued and further use or occupation in substantially the same manner in which it was used or occupied prior to being damaged, to permit such unsafe building or structure to remain except for so long a time as may be necessary to remove the debris from the premises.

13-6.3 UNSAFE BUILDINGS TO BE REPAIRED OR DEMOLISHED. All unsafe buildings within the terms of the International Property Maintenance Code are hereby declared to be public nuisances and shall be vacated and then repaired or demolished.

13-6.4 RECOVERY OF COSTS. All expenses necessarily incurred by the Building Official, his subordinates and workmen in the enforcement of this section shall be considered a lien against the property. Notice of such a lien shall be given by prepaid certified letter to the owner or agent at the address shown on the county tax records. If the owner or agent cannot be reached by the notice, or is unknown, such notice shall then be posted on the premise, at City Hall and at the county courthouse. If the notice of lien remains unpaid for a period of thirty (30) days after the date of receipt of the notice or the posting of the notice, the lien expenses shall be added to the annual tax levied on the property and shall be collected by the city in the same manner as tax.

13-6.5 PENALTIES FOR VIOLATIONS. Any person, firm, corporation or agent who shall violate a provision of the International Property Maintenance Code, or fail to comply therein, or with any of the requirements thereof as provided therein, shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of said code is committed, or continued and upon conviction of any such violation such person shall be punished as provided for in Section 14-25-65 of the 1976 Code of Laws for the State of South Carolina (as amended).

13-6.5 PRIOR RIGHTS AND REMEDIES NOT AFFECTED. Nothing in this chapter or in the code hereby adopted shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of character be lost, impaired or affected by this chapter.”

That Section 13-7 be amended to read as follows:

“13-7 ENERGY CONSERVATION CODE ADOPTED

For the purpose of regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of the building envelope, mechanical, lighting and power systems, the 2000 Edition of the International Energy Conservation Code, as prepared and adopted by the Southern Building Code Congress International, Inc. is hereby adopted and incorporated by reference as a part of this code. And that at least three (3) copies of said code are on file in the office of the Building Official”

Also any provisions of the codes referenced in this ordinance which concern the qualifications, removal, dismissal, duties, responsibilities of, and administrative procedures for all building officials, deputy building officials, chief inspectors, and assistants do not apply and are not adopted by this ordinance.

DONE AND RATIFIED in city council of Orangeburg, South Carolina, this 19<sup>th</sup> day of June, 2001.



Paula Min  
Mayor

Blaine Hays  
Londa P. Hitt

L. J. J. J. J. J.  
Charles J. J. J.

J. J. J. J. J.  
Members of Council

ATTEST Sharon H. Lannan  
City Clerk



ORDINANCE NO. 2001-09

AN ORDINANCE TO AMEND CHAPTER XVIII OF THE CODE OF ORDINANCES, CITY OF ORANGEBURG, SOUTH CAROLINA PROVIDING FOR THE ADOPTION OF THE INTERNATIONAL FIRE CODE

BE IT ORDAINED by the Mayor and members of Council of the City of Orangeburg, in Council assembled and by authority of the same; that Section 18-5.1 be amended to read as follows:

“ADOPTION OF CODE. For the purpose of regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Orangeburg; providing for the issuance of permits for hazardous uses or operations, the 2000 Edition of the International Fire Code including appendices A, B, C, D, E, F & G, as prepared and adopted by the Southern Building Code Congress International, Inc. is hereby adopted and incorporated by reference as a part of this code. And that at least three (3) copies of said code are on file in the office of the Fire Marshal”

DONE AND RATIFIED in City Council of Orangeburg, South Carolina, this 19<sup>th</sup> day of June, 2001.



Paul A. Miller  
Mayor

James Harris  
Sandra P. Smith

L. Zimmerman Keit

Chad Starnes

James Cheney  
Members of Council

ATTEST:

Spencer A. Lanning  
City Clerk

# ORDINANCE NO 2001-10

AN ORDINANCE AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT BETWEEN TRINITY INDUSTRIES, INC., A DELAWARE CORPORATION, AND THE CITY OF ORANGEBURG SETTING FORTH THE TERMS AND CONDITIONS OF THE SALE OF A TRACT CONTAINING 4.96 ACRES LOCATED WITHIN THE ORANGEBURG CITY MUNICIPAL AIRPORT PROPERTIES FOR THE CONSIDERATION OF \$39,680.00 AND AUTHORIZING THE EXECUTION AND DELIVERY OF A GENERAL WARRANTY DEED CONVEYING SAID PROPERTY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SAID PURCHASE AND SALE AGREEMENT.

**WHEREAS**, the Orangeburg County Industrial Commission requested that the City of Orangeburg cooperate with said commission in the pursuit of an industrial prospect for the use of properties located in the County of Orangeburg Industrial Park located on or near U.S. Highway 21 in the County of Orangeburg, and

**WHEREAS**, the City the Orangeburg finds that it is in the best interest of the City of Orangeburg and the County of Orangeburg to promote industrial development and in an effort to promote same finds that it is in the best interest of the City of Orangeburg to grant the request of the Orangeburg County Industrial Commission in regard to the within matter, and

**WHEREAS**, Trinity Industries, Inc. has agreed to locate a facility within the County of Orangeburg Industrial Park upon the condition that the below described property owned by the City of Orangeburg be available for purchase and future expansion, and

**WHEREAS**, the City of Orangeburg in a cooperative effort has agreed to convey and sell the below described property to Trinity Industries, Inc.

**NOW, THEREFORE, BE IT ORDAINED** by the Council duly assembled that the City Administrator of the City of Orangeburg, State of South Carolina is hereby authorized and directed to execute that certain Purchase And Sale Agreement consisting of eight (8) typewritten pages with attached Exhibits A, B, C and D and is further authorized to execute and deliver a general warranty deed conveying the below described property to Trinity Industries, Inc. for the consideration of Thirty-Nine Thousand Six Hundred Eighty and No/100 (\$39,680.00) Dollars in accordance with the terms and conditions of the above described Purchase And Sale Agreement and the further condition that there shall be included in the deed of conveyance a construction height restriction of thirty (30) feet..

## Description of property:

All that certain piece, parcel or tract of land, with any improvements thereon, containing 4.96 acres, situate, lying and being in the City of Orangeburg, County of Orangeburg, State of South Carolina and being set forth and shown as Tract C on a plat prepared for Trinity Industries, Inc. by Associated E & S Inc., approved by Larry W. Smith, RLS dated March 16, 2001 and attached to this Ordinance as Exhibit A-1.

**BE IT FURTHER ORDAINED**, that the City Administrator is hereby authorized to take any further actions and execute any and all other necessary documents to complete said sale in accordance with the above described Purchase And Sale Agreement attached to the Ordinance as Exhibit A-2.

DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA THIS 17<sup>th</sup> DAY OF July, 2001.



ATTEST:

*Carrie H. Phelan*  
City Clerk

Mayor

*Larry W. Smith*  
*Scandia A. Smith*  
*James H. Smith*  
*James H. Smith*  
*Charles H. Smith*

Members of Council



**TRINITY INDUSTRIES, INC.**

SITE LOCATED IN ORANGEBURG COUNTY, S.C.

SCALE: 1" = 100'  
DATE: MARCH 16, 2001



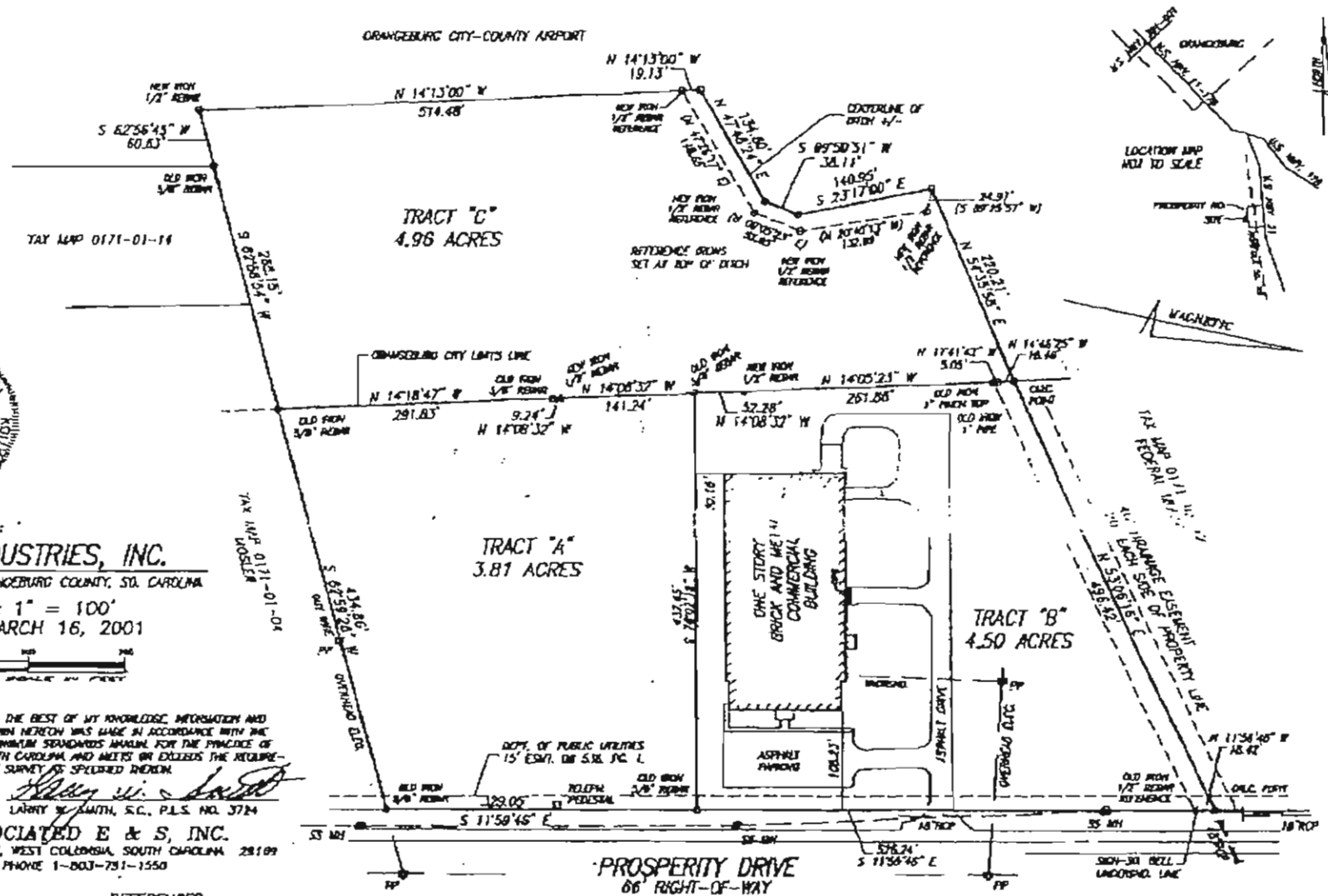
**CERTIFICATION:**  
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOUTHERN SURVEYORS' MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN.

*Larry W. Smith*  
LARRY W. SMITH, S.C., P.L.S. NO. 3724

**ASSOCIATED E & S, INC.**

800 VIOLET STREET, WEST COLUMBIA, SOUTH CAROLINA 29169  
PHONE 1-803-731-1550

**REFERENCES:**  
PLAN PREPARED FOR ORANGEBURG COUNTY DEVELOPMENT COMMISSION  
BY ESDS SURVEYORS, INC. DATED APRIL 17, 1990.



DRAFT

Dated: 06/29/2001

Marked to Show Changes from

Draft Dated: 06/28/2001

TRACT 5

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of the Effective Date (as hereinafter defined) by and between the City of Orangeburg ("Seller") and Trinity Industries, Inc., a Delaware corporation ("Buyer").

### WITNESSETH:

That for and in consideration of the mutual covenants and agreements herein contained and the mutual advantages accruing to the parties hereunder, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer mutually covenant and agree as follows:

1. Purchase and Sale. Subject to the terms and provisions of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real property, being approximately 4.96 acres located on Prosperity Road (rear of 600 Prosperity Drive), Orangeburg, South Carolina, and as shown cross-hatched on Exhibit A attached hereto and incorporated herein, including, without limitation, all improvements, fixtures, appurtenant rights, privileges and easements (the "Property").

2. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be Thirty-nine Thousand Six Hundred Eighty and 00/100 Dollars (\$39,680.00) and shall be paid at Closing (as hereinafter defined) in readily available funds.

3. Title. Buyer shall obtain and pay for an owner's title insurance commitment and policy. The title evidence shall be certified to within thirty (30) days prior to Closing with endorsement not before 8:00 a.m. on the business day prior to the date of Closing, all in accordance with the standards of the local Bar Association, and shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this Agreement; (c) zoning ordinances; (d) legal highways; and (e) covenants, restrictions, conditions and easements of record that will not unreasonably interfere with Buyer's intended use of the Property for light manufacturing. Buyer also shall pay any additional costs incurred in connection with mortgagee title insurance issued for the protection of Buyer's lender. If Buyer desires a survey, Buyer shall pay the cost thereof.

If title to all or part of the Property is unmarketable, as determined by South Carolina law, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted in this Agreement, Seller shall, within thirty (30) days after written notice thereof, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment or, if available and acceptable to Buyer, obtain title insurance without exception thereof. In the event Seller is unable to remedy or insure against the defect within the thirty (30) day period, the Buyer may declare this Agreement null and void.

4. Inspection Period. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

(a) Buyer shall, at Buyer's sole expense, have until 5:00 P.M. on the thirtieth (30th) day after the Effective Date ("**Inspection Period**") to investigate the Property.

(b) During the Inspection Period Buyer and Buyer's agents (including, without limitation, contractors, inspectors and engineers) shall have the right to enter the Property to perform inspections and tests at designated times and provided reasonable notice is given to Seller and reasonable precautions are taken to protect the Property. Seller agrees to cooperate in connection with the foregoing and agrees that Buyer and Buyer's agents shall be provided, upon request, such information and access as shall be reasonably necessary to examine the Property.

(c) During the Inspection Period, Buyer may for any reason whatsoever elect not to proceed with the transaction contemplated herein. In such instance, Buyer may declare this Agreement terminated by notifying Seller in writing of such election prior to the expiration of the Inspection Period, and Buyer and Seller will be relieved of any further obligation hereunder. Failure to so notify Seller prior to the expiration of the Inspection Period shall be deemed a waiver by Buyer of any right to terminate this Agreement under this Section.

5. Representations.

(a) To the best of Seller's knowledge, without independent investigation, Seller represents as follows:

(i) Seller has received no written notice, with respect to the Property, of any uncorrected violations of any laws, statutes, ordinances, rules or regulations.

(ii) No person or entity, other than Seller, has any right to use or occupy any portion of the Property.

(iii) Seller has received no written notice of any eminent domain or condemnation proceeding currently pending against the Property, or any part thereof, or any threat of any such proceeding.

(iv) Seller has no knowledge of any facts that would cause it to suspect that any present or past use of the Property or any adjacent property has caused, or might have created unusual risks of causing, contamination of the Property in violation of any federal or state environmental laws or regulations, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the South Carolina Pollution Control Act, South Carolina underground storage tank provisions and regulations, and any amendments thereto or regulations issued pursuant to such statutes.

Anything to the contrary contained herein notwithstanding, the foregoing representations of Seller shall survive the Closing.

(b) To the best of Buyer's knowledge, without independent investigation, Buyer represents as follows:

(i) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(ii) Buyer has the corporate power and corporate authority to enter into this Agreement and to carry out its obligations hereunder, and the party executing this Agreement is authorized to act on behalf of Buyer.

(iii) The execution, delivery and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby have been approved by all necessary corporate action on the part of Buyer, and do not conflict with any other agreement of Buyer.

(iv) Buyer has sufficient funds to consummate the transactions contemplated by this Agreement.

Anything to the contrary contained herein notwithstanding, the foregoing representations of Buyer shall survive the Closing.

6. Closing.

(a) Time and Place of Closing. The transaction contemplated by this Agreement shall close (the "**Closing**") on or before July 30, 2001, the specific date of which shall be designated by Buyer with reasonable notice to Seller. The Closing shall take place by overnight courier service and related escrow arrangements at the offices of Haynsworth Sinkler Boyd, P.A., Twelfth Floor, Palmetto Center, Columbia, South Carolina, or at such other place as the parties may otherwise agree.

(b) Seller's Obligations at Closing. At Closing, Seller shall do or deliver the following:

(i) execute and deliver to the agent for the Title Company a general warranty deed (the "**Deed**"), in recordable form, conveying to Buyer marketable title in fee simple to the Property in accordance with Section 3 hereof;

(ii) execute an affidavit, establishing that: (i) either Seller has made no improvements to the Property during the 90 days immediately preceding the Closing Date, or, if there have been any such improvements that all lienors in connection with such improvements have been paid in full; (ii) Seller has sole possession of the Property, and that there are no unrecorded possessory or other interests in or agreements affecting the Property of any kind; (iii) certifying that Seller has not taken and will not take any action that would adversely affect the status of Seller's title to the Property;

(iii) execute certificates, certifying under oath, that the Seller is not a "non-resident" within the meaning of S.C. Code §12-9-510 nor a "foreign person" as defined in Section 1445 of the U.S. Internal Revenue Code. In the event Seller fails to deliver the certificates referred to above or fails to provide evidence suitable to Buyer of exemption from the S.C. and IRS Code Sections referenced above, Buyer shall deduct and withhold from the cash portion of the purchase price the amounts required by said Code Sections and remit said amounts with the required forms to the Internal Revenue Service and The South Carolina Tax Commission, as applicable, and Buyer shall receive a credit against the cash portion of the purchase price for the amounts so withheld;

(iv) possession of the Property; and

(v) execute such other documents as may be reasonably required to be executed and/or provided to complete the transaction contemplated hereunder.

(c) Buyer's Obligations at Closing. At Closing, Buyer shall execute and/or provide such documents as may be reasonably required to be executed and/or provided to complete the transaction contemplated hereunder.

(d) Closing Costs.

(i) At Closing, Seller shall pay, or provide proof of payment, for preparation of the deed, all documentary stamp taxes and state, county and local transfer fees of every nature, whether or not the applicable ordinance specifies Buyer as the responsible payor. Seller shall also pay at closing all rollback taxes, which shall be determined prior to closing.

(ii) At Closing, Buyer shall pay, in addition to the Purchase Price, or provide proof of payment of, the costs and expenses of all recording fees.

(e) Real Property Taxes. At Closing, Seller shall pay or credit on the Purchase Price all delinquent taxes, including penalty and interest, all assessments that are a lien on the Effective Date for years prior to the year of Closing. At Closing, Seller also shall pay or credit on the Purchase Price all other unpaid real estate taxes that are a lien for years prior to Closing and a portion of such taxes for year of Closing, prorated through date of Closing and based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

With regard to further assessments, Seller warrants that, as of the Effective Date no improvements or services to the site or area have been installed or furnished that would result in the costs being assessed against the Property, and no written notification has been received by Seller from public authority or owners' association of future improvements that would result in costs being assessed against the Property.



7. Risk of Loss by Condemnation. The risk of condemnation of the Property prior to the Closing shall be on Seller. If such condemnation does occur prior to Closing, Seller shall promptly notify Buyer in writing. Buyer may, within five (5) days after receipt of such notice, at Buyer's option, notify Seller of termination of this Agreement, in which case this Agreement shall thereafter be null and void. If Buyer does not so terminate this Agreement, the Closing shall occur with no diminution of the Purchase Price, and Buyer shall be entitled to receive all condemnation proceeds resulting therefrom up to the amount of the Purchase Price which are payable either before or after Closing.

8. Buyer's Contingency. Buyer's obligations hereunder are contingent upon the successful escrowing of all documents necessary to close and in Buyer's sole opinion, the high probability that all of the properties listed on Exhibit B attached hereto and incorporated herein, will successfully close on or before July 30, 2001.

9. Brokers. Seller and Buyer hereby represent and warrant each to the other that they have dealt with no broker, agent or finder in connection with this Agreement and Seller and Buyer hereby agree to each indemnify and hold harmless the other from all loss and liability, including without limitation reasonable attorneys fees and costs and court costs incurred prior to trial, at trial, on appeal and in any bankruptcy proceedings, resulting from a breach of the foregoing representation and warranty. The provisions of this Section shall survive the Closing.

10. Miscellaneous.

(a) Notices. Any notice or other communication which either party may or is required to give hereunder shall be given in writing to the other party, each at the address set forth below, or at such other address as may be designated in writing by the parties from time to time by (i) certified or registered mail, return receipt requested, postage prepaid; (ii) overnight delivery to a street address—no P.O. box permitted, delivery fees prepaid; or (iii) facsimile with a hard copy to follow via first class mail, postage prepaid. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver:

To Seller: City of Orangeburg  
979 Middleton Street  
Orangeburg, South Carolina 29115  
Attention: City Administrator  
Facsimile No.: (803) 533-6007

To Buyer: Trinity Industries, Inc.  
2525 Stemmons Freeway  
Dallas, Texas 75207  
Attention: Melissa Brown, Esq.  
Facsimile No.: (214) 589-8910



With a copy to:

Richard P. Fahey, Esq.  
Vorys Sater Seymour & Pease LLP  
52 E. Gay Street  
Columbus, Ohio 43215  
Facsimile No. (614) 719-5030

In order for a notice to be effective with respect to Buyer or Seller, the notice must also be given to the parties designated above to receive a copy.

(b) Time of Essence. Time is of the essence of this Agreement and each of its provisions. Should any period of time specified herein end on a Saturday, Sunday or legal holiday, the period of time shall automatically be extended to 5:00 p.m. of the next full business day.

(c) Prior Agreement. This Agreement shall constitute the entire agreement between Buyer and Seller and shall supersede all prior negotiations, written agreements or other understandings between the parties.

(d) Severability. The unenforceability or invalidity of any one or more provisions hereof shall not affect the validity or enforceability of any of the other provisions hereof.

(e) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, and successors and assigns.

(f) Agreement Not Recordable. Neither Seller nor Buyer shall have the right or the authority to file this Agreement or any notice thereof of record in any public office for the recording of documents evidencing real estate transfers.

(g) Counterparts. This Agreement may be executed in one or more counterparts, and shall become effective only when one or more counterparts have been executed by Buyer and Seller. Each counterpart shall be deemed an original, but all of the counterparts shall constitute one Agreement.

(h) Captions. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

(i) Amendment. This Agreement may not be orally amended or changed, but may be amended or changed only by an instrument in writing of equal dignity. No waiver of any provision of this Agreement shall be valid unless it is in writing and is signed by the party against which it is sought to be enforced.

(j) Effective Date. The effective date ("**Effective Date**") of this Agreement shall be the last date on which both Buyer and/or Seller have executed this Agreement.

(k) Governing Law and Venue. This Agreement shall be governed by and construed under and in accordance with laws of the State of South Carolina.

(l) Facsimile Signatures. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as an original.

11. Right of First Refusal. From and after the date of Closing, Buyer hereby grants to Seller the following described right of first refusal to purchase all or any of the Property. If Buyer receives any bona fide offer to purchase all or any part of the Property from a bona fide prospective purchaser, which is not affiliated (i.e., not a division, wholly-owned subsidiary or other entity otherwise owned or controlled by Buyer) with Buyer, which offer Buyer intends to accept, Buyer shall give written notice thereof to Seller, which notice shall specify the name of the purchaser, the purchase price, all terms and conditions of the offer and the Property subject to the offer and shall include a copy of the proposed offer ("**First Refusal Notice**"). Seller shall have a period of thirty (30) days after receipt of such notice from Buyer to elect to purchase the Property described in the First Refusal Notice on the same terms and conditions set forth in the First Refusal Notice. If Seller elects to purchase the Property upon the terms and conditions set forth in the First Refusal Notice, Seller shall notify Buyer, in writing, within such thirty (30) day period of Seller's election and Buyer and Seller shall then enter into a purchase and sale agreement for all or part of the Property, as the case may be, which purchase and sale agreement shall incorporate the terms and conditions set forth in the First Refusal Notice. If Seller does not exercise its right of first refusal within such thirty (30) day period, Buyer shall have the right to complete the sale of the Property described in the First Refusal Notice on the principal terms and conditions as set forth in the First Refusal Notice; provided, however, in the event that the terms and conditions contained in the First Refusal Notice are changed to become more advantageous to the bona fide purchaser, or the purchase price is reduced, then Buyer shall not consummate such sale without first offering to sell the Property or any part thereof to Seller at the reduced price or according to the more advantageous terms and conditions in the manner provided in this Paragraph 11, except that Seller's election to purchase and notification to Buyer of such purchase shall occur within ten (10) days of the offering of the changed First Refusal Notice. If the Property is not purchased in accordance with the First Refusal Notice within one hundred twenty (120) days from Seller's receipt of the First Refusal Notice, the offer included in the First Refusal Notice shall be deemed to have expired and the Property must be re-offered to the Seller pursuant to the procedures of this Paragraph if the Buyer wishes to again sell the Property.

The right of first refusal as contemplated in this Paragraph 11 shall run with the land (i.e., the Property) and shall bind the successors and assigns of Buyer.

12. Conditions in Deed. Buyer agrees that the Deed shall include both the Right of First Refusal as set forth in Paragraph 11 (modified for the terms of the Deed) and the language agreed upon by the parties with respect to an environmental indemnification, as set forth in Exhibit C attached hereto and incorporated by reference herein.

13. The undersigned is authorized to and the Seller has taken all necessary actions to authorize the execution and delivery of this Agreement, as set forth in the ordinance attached hereto as Exhibit D and incorporated herein.

SELLER:

CITY OF ORANGEBURG, SOUTH  
CAROLINA

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Executed on \_\_\_\_\_, 2001

BUYER:

TRINITY INDUSTRIES, INC., a Delaware  
corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

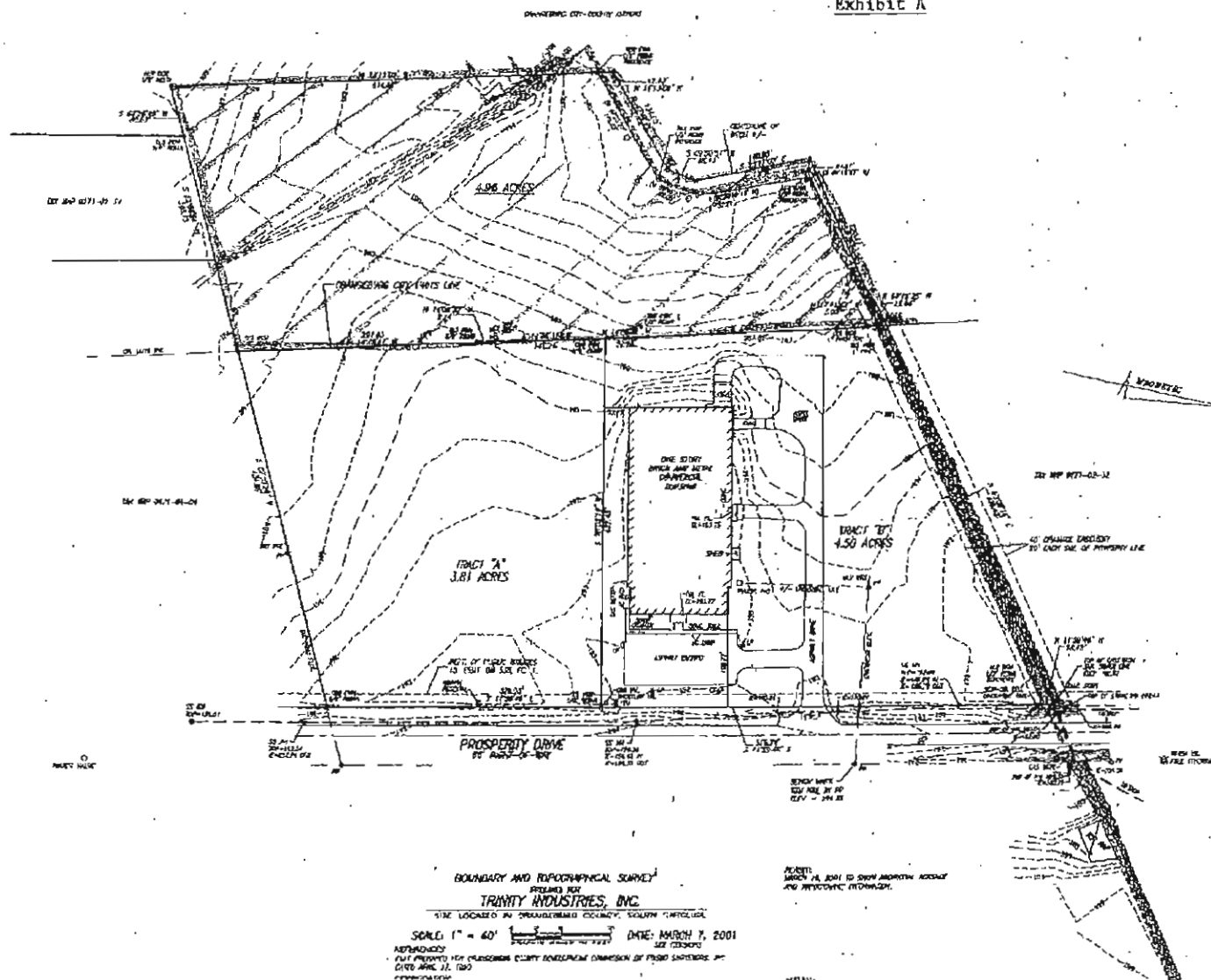
Executed on \_\_\_\_\_, 2001

**EXHIBIT A**

Legal Description

[4.96 Acres]

## Exhibit A



**EXHIBIT B**

1. Doane Tract (.6 acres) [TRACT 1]
2. Concepts Unlimited (8.3 acres) [TRACT 4]
3. City of Orangeburg (4.96 acres) [TRACT 5]

### EXHIBIT C

Grantee shall be exclusively responsible for the Property, its development and the operations of Grantee on the Property. Grantee shall indemnify and hold harmless Grantor (including, without limitations, the cost and expenses of defending, including attorney's fees, where applicable) against all liability and claims of any nature brought against the Grantor and resulting where actual harm to human health or the environment occur as a direct and proximate result of Grantee's development and operations on the Property and by each Grantee; except that occurring as a direct result of Grantor's negligent or willful acts.

If the presence of Hazardous Material on the Property of the Grantee causes contamination of the adjoining property of the Grantor, then Grantee shall indemnify, defend and hold the Grantor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Grantor's property, damages for the loss or restriction on use of the Grantor's property, and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees) which arise as a result of such contamination. This indemnification of the Grantor by Grantee includes, without limitation, cost incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the property of the Grantor.

The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under 1976 S.C. Code §23-38-20(c), (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601), or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. §6991 et seq.

**EXHIBIT D**

[Authorizing Legislation]





**AN ORDINANCE TO AMEND CHAPTER 23 UTILITIES  
ARTICLE V – GAS – SECTION 23-34  
ARTICLE VI – WASTEWATER – SECTION 23-54  
ARTICLE VII – WATER – SECTION 23-84**

BE IT ORDAINED By the Mayor and Members of Council of the City of Orangeburg, in Council assembled and by authority of the same:

**ARTICLE V – 23-34 STANDARDS ADOPTED FOR FUEL GAS CODE**

Section 23-34.1. International Fuel Gas Code Adopted by Reference. Amend said section of the Code of Ordinance to read:

This chapter shall include and there is adopted and incorporated by reference as a part of it the following publication of the International Code Council, Incorporated as amended: International Fuel Gas Code, 2000 Edition.

**ARTICLE VI – 23-54 PLUMBING CODE**

Section 23-54.1. International Plumbing Code Adopted by reference. Amend paragraph one of said section of the Code of Ordinances to read:

All installations, repairs and alterations of plumbing shall conform to the 2000 Edition as amended of the International Plumbing Code, published by the International Code Council, Incorporated, and such code is hereby adopted and incorporated by reference and approved as apart of this chapter.

Amend paragraph two of said section by deleting the words ...Standard Plumbing Code... and substituting in lieu thereof the following ...International Plumbing Code.

Section 23-50.3. Definitions (h.) *Standard Methods* – Amend said section of the Code of Ordinances by deleting the words ...1985 (16<sup>th</sup> Edition)... and substituting in lieu thereof the following ...1992 (18<sup>th</sup> Edition)... and deleting the words ...Water Pollution Control Federation... and substituting in lieu thereof the following ...Water Environment Federation.

**ARTICLE VII – 23-84 PLUMBING CODE**

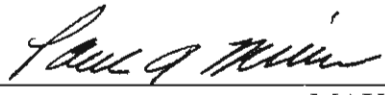
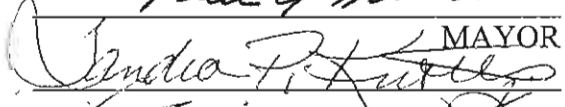
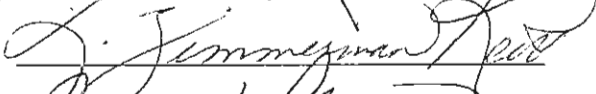
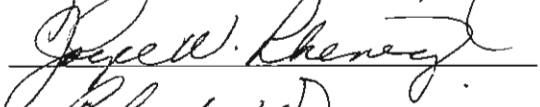
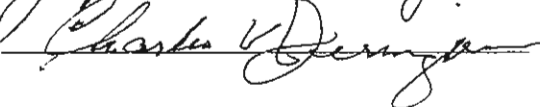
Section 23-84.1. International Plumbing Code Adopted by reference. Amend said section of the Code of Ordinances to read:

All installations, repairs and alterations of plumbing shall conform to the 2000 Edition as amended of the International Plumbing Code, published by the International Code Council, Incorporated, and such code is hereby adopted and incorporated by reference and approved as apart of this chapter.

Section 23-84.2. Amend said section of the Code of Ordinances by deleting the words ...Standard Plumbing Code... and substituting in lieu thereof the following ...International Plumbing Code.

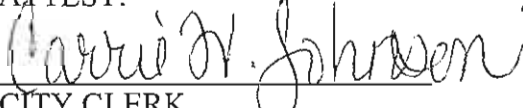
RESOLVED BY City Council duly assembled this 17<sup>th</sup> day of July, 2001.



  
\_\_\_\_\_  
MAYOR  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

MEMBERS OF COUNCIL

ATTEST:

  
CITY CLERK

**An Ordinance Authorizing the Municipal Association of South Carolina to Act as Agent for the City of Orangeburg, South Carolina, for the Purpose of Collecting all Business License Taxes from Life, Health & Medical Insurance Companies To Provide A Payment Due Date of May 31**

BE IT ORDAINED by the Mayor and Council of the City of Orangeburg, that the Business License Ordinance is amended by changing the provisions for insurance companies and brokers to read as follows:

**SECTION 1.**

Code 420000 Life, Health & Medical Insurance Companies: On gross premiums collected through offices or Agents located in the municipality, wherever the risk is located, or collected on policies written on property or risks located in the municipality, wherever the premiums are collected.

Gross premiums shall include new and renewal business without deductions for any dividend, credit, return premiums or deposit.

Solicitation for insurance, receiving or transmitting an application or policy, examination of a risk, collection or transmitting of a premium, adjusting a claim, delivering a benefit, or doing any act in connection with a policy or claim shall constitute doing business within the municipality whether or not an office is maintained therein. A premium collected on property or a risk located within the municipality shall be deemed to have been collected within the municipality.

Life, Health and Medical ..... 2% of Gross Premiums

**SECTION 2.**

Notwithstanding any other provisions of this ordinance, license taxes for insurance companies and brokers for non-admitted insurers shall be payable on or before May 31 in each year without penalty. The penalty for delinquent payments shall be 5% of the tax due per month, or portion thereof, after the due date until paid.

**SECTION 3.**

Exemptions in the business license ordinance for income from business in interstate commerce are hereby repealed. Gross income from interstate commerce shall be included in the gross income for every business subject to a business license tax.

**SECTION 4.**

Pursuant to S. C. Code Ann. §5-7-300, the Agreement with the Municipal Association of South Carolina for collection of current and delinquent license taxes from insurance companies and brokers for non-admitted insurers in the form attached hereto is approved, and the Mayor is authorized to execute it.

All ordinances in conflict with this ordinance are hereby repealed.

DONE AND RATIFIED BY THE CITY COUNCIL OF ORANGEBURG, SOUTH CAROLINA IN COUNCIL ASSEMBLED THIS 7<sup>th</sup> DAY OF August, 2001.



Attest:

Spencer H. Lanning  
City Clerk

Paul G. Min  
Mayor  
James D. Harris  
Frankie F. Felt  
L. J. Zimmerman  
Charles W. Young  
James E. Pherry  
Members of Council

## AGREEMENT

### **For Collection Of All Business License Taxes From Insurance Companies and Brokers For Life, Health & Hospital Insurance Companies**

WHEREAS, the MUNICIPAL ASSOCIATION OF SOUTH CAROLINA has developed a program for statewide collection of all current and delinquent business license taxes due from insurance companies licensed in this state, and is continuing a program for collection of business license taxes from Life, Health & Hospital Insurance, in which some municipalities participate; and

WHEREAS, participating municipalities have adopted uniform rates and delinquent penalties for insurers and brokers, and a uniform due date of May 31 for such license taxes; and

WHEREAS, municipalities are authorized to contract for assistance in collection of business license taxes pursuant to S. C. Code Ann. §5-7-300; now therefore,

### WITNESSETH


THIS AGREEMENT is made between the MUNICIPAL ASSOCIATION OF SOUTH CAROLINA (MASC) and the City of Orangeburg, SC. \_\_\_\_\_

It is agreed between the parties as follows:

1. MASC will make the necessary investigations, develop a database for the Municipality, establish procedures for determining the amount of business license taxes due, communicate with insurance companies subject to the taxes, collect all current and delinquent business license taxes due from insurers and from brokers on an annual basis.
2. MASC will bear all expenses incurred in connection with the services rendered.
3. MASC will deposit all funds received in an appropriate account for which accurate records will be maintained. Taxes collected for the municipality, less the service charge here in agreed to, will be disbursed to the Municipality on a monthly basis, unless otherwise agreed.
4. MASC is hereby designated as the exclusive agent of the Municipality for assessment and collection of the said business license taxes and penalties utilizing all procedures and actions authorized by ordinance or State law, and such procedures and actions may be invoked in the name of the Municipality without further approval by the Municipality.
5. MASC will notify all insurance companies licensed in the state of this agreement and the requirement that all business license taxes be paid to MASC.

6. The Municipality acknowledges that it is an essential element of the programs for all such taxes to be paid to MASC, and no such taxes will be accepted, waived or compromised by the Municipality directly from or with an insurer or broker. All communications from insurance companies and brokers will be sent to MASC. Payments accepted by the Municipality will be included in the computation of compensation to MASC.
7. The Municipality shall provide MASC with a report on the collection of insurance company license taxes for the last full year prior to the agreement.
8. The Municipality agrees that MASC shall retain one (1%) per cent on a base amount equal to the amount collected directly by the Municipality from insurers in the last full license year prior to this Agreement, and ten (10%) per cent on all MASC collections from insurers above the base amount and on all amounts collected from brokers, together with any interest earned on funds held on deposit prior to disbursement, as compensation for the services rendered.
9. The Municipality represents that this agreement has been approved by ordinance duly adopted pursuant to S.C. Code Ann. §5-7-300.
10. This Agreement is effective until December 31, 2004, and shall continue from year to year thereafter until terminated by either party upon 90 days notice in writing given prior to December 31.

MUNICIPAL ASSOCIATION OF SOUTH CAROLINA

By:   
Howard E. Duvall, Jr.,  
Executive Director

  
City of Orangeburg Mayor

DATE: August 7, 2001

**AN ORDINANCE AMENDING THE BUDGET FOR THE CITY OF ORANGEBURG,  
SOUTH CAROLINA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2000 AND  
ENDING SEPTEMBER 30 , 2001**

**THE CITY COUNCIL OF THE CITY OF ORANGEBURG HEREBY ORDAINS AND  
RATIFIES:**

**Section 1.** That the Budget of the City of Orangeburg for the Fiscal Year beginning October 1, 2000 and ending September 30, 2001, designated as Ordinance No. 2000-10 shall be and hereby is amended so to levy a tax to cover the period from the first day of January 2000, to the thirty-first day of December 2000, both inclusive, for the sums and in the manner hereinafter mentioned and shall be levied, collected and paid into the Treasury of the City of Orangeburg, South Carolina for the use and service thereof; i.e., a tax of seventy-two (72) mills and the same is hereby assessed on each dollar of the assessed value of all real estate and personal property within the City of Orangeburg, South Carolina, except as such which is exempt from taxation by law.

**Section 2.** That in all other respects, except as hereby and heretofore amended, the budget for the City of Orangeburg for the Fiscal Year beginning October 1, 2000, and ending September 30, 2001, shall remain in full force and effect.

**Section 3.** That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Adopted by the Council of the City of Orangeburg on this 4<sup>th</sup> day of September, 2001, at which a quorum was present and voting.



ATTEST:

Sharon H. Lanning  
CITY CLERK

Paul G. Min  
MAYOR  
James D. Hair  
Sandra P. Kretts  
L. Zimmerman  
Charles D. ...  
James W. ...

MEMBERS OF COUNCIL

**BUDGET ADJUSTMENTS**  
**FISCAL YEAR 2000-01**

	<b>Budget Amount</b>	<b>Year-End Budget Projections</b>	<b>Difference</b>
<b>GENERAL FUND</b>			
Revenues	\$11,975,455	\$11,901,146	\$74,309
<b>GENERAL FUND</b>			
Expenditures	\$11,975,455	\$11,653,593	\$321,862
<b>AIRPORT FUND</b>			
Revenues	\$2,666,692	\$1,651,712	\$1,014,980
Expenses	\$2,666,692	\$1,651,712	\$1,014,980
<b>HILLCREST PRO SHOP FUND</b>			
Revenues	\$155,290	\$155,350	\$60
Expenses	\$104,140	\$113,753	\$9,613
<b>HILLCREST GOLF COURSE FUND</b>			
Revenues	\$712,406	\$642,356	\$70,050
Expenses	\$669,930	\$642,356	\$27,574



ORDINANCE NO. 2001-14

**AN ORDINANCE TO RAISE REVENUE AND ADOPT A BUDGET FOR THE CITY OF ORANGEBURG, SOUTH CAROLINA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2001, AND ENDING SEPTEMBER 30, 2002**

**BE IT ORDAINED** by the Mayor and Council Members of the City of Orangeburg, South Carolina, in Council assembled, and by authority of the same:

**SECTION 1.** In accordance with Section 5-7-260 of the 1976 Code of Laws of South Carolina, and Council shall act by Ordinance to adopt budgets, levy taxes, and collect all other income sources available to the City pursuant to public notice.

**SECTION 2.** That the prepared budget for the fiscal year October 1, 2001-September 30, 2002, and the estimated revenue for payment of same is hereby adopted.

**SECTION 3.** That a tax to cover the period from the first day of January, 2001 to the Thirty-first day of December, 2001, both inclusive, for the sums and in the manner hereinafter mentioned, is and shall be levied, collected and paid into the treasury of the City of Orangeburg for the use and service thereof; i.e., a tax of 72 mills be and the same is hereby assessed on each dollar of the assessed value of all real estate and personal property within the City of Orangeburg, South Carolina, except as such which is exempt from taxation by law.

**SECTION 4.** Tax levied under this Ordinance shall be due and payable at the office of the City Clerk and Treasurer, in the Municipal Building of the City of Orangeburg, South Carolina, from the first day of November, 2001, until the fifteenth day of January 2002, from the hours of 8:00 A.M. until 5:00 P.M., Monday through Friday, Saturdays and Sundays excepted.

**SECTION 5.** On January 16, 2002, a penalty of fifteen (15) percent shall be added on all unpaid taxes. The City Clerk and Treasurer shall on March 17, 2002, place all delinquent properties in execution by Section 24-11, as amended, of the Code of Ordinances of the City of Orangeburg, South Carolina.

**SECTION 6.** If for any reason, any sentence, clause or provisions of this Ordinance shall be declared invalid, such shall not affect the remaining provisions thereof.

**DONE AND RATIFIED BY THE CITY COUNCIL OF ORANGEBURG, SOUTH CAROLINA, IN COUNCIL ASSEMBLED THIS 4<sup>th</sup> DAY OF September, 2001.**



*Paula Min*

MAYOR

*Glenn Hair*  
*Sandra K. Hoots*  
*L. J. Zimmerman*  
*Keith*  
*Charles J. Hines*  
*James W. Cherry*

MEMBERS OF COUNCIL

ATTEST:

*Sharon H. Lanning*  
CITY CLERK



ORDINANCE NO. 2001-15

ORDINANCE AN ORDINANCE TO ADOPT A BUDGET FOR THE OPERATION OF  
DEPARTMENT OF PUBLIC UTILITIES FOR THE  
CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA  
FOR THE FISCAL YEAR  
OCTOBER 1, 2000 THROUGH SEPTEMBER 30, 2001

BE IT ORDAINED by City Council duly assembled that the attached budget consisting of seven (7) pages is hereby adopted as the operating budget for the Department of Public Utilities for the City of Orangeburg for the fiscal year October 1, 2000 through September 30, 2001.

BE IT FURTHER ORDAINED that the Manager of the Department of Public Utilities is authorized to transfer budgeted amounts between line items and/or divisions or between approved capital projects in accordance with the duties and responsibilities of said Manager.

DONE AND RATIFIED by Council duly assembled this 4<sup>th</sup> day of September, 2001.



*Paula Min*  
Mayor

*James Haire*

*Sandra P. Knott*

*L. J. Zimmerman*

*Charles [unclear]*

*James [unclear]*

Members of Council

ATTEST:  
*Sharon A. Lanning*  
City Clerk



**DEPARTMENT OF PUBLIC UTILITIES**  
**CITY OF ORANGEBURG**  
**PROJECTED BUDGET**  
**TOTAL PROJECTIONS**

	<b><u>ACTUAL</u></b> <b><u>1999-2000</u></b>	<b><u>PROJECTED</u></b> <b><u>2001-2002</u></b>
<b><u>OPERATING INCOME:</u></b>		
Net Billings	\$ 58,598,163	\$ 69,618,570
Water and Wastewater Taps	170,398	243,983
Water and Wastewater Impact Fees	184,994	273,317
Counter Service Fees	807,275	888,045
MPX System	5,968	6,300
Miscellaneous Sales & Services	809,751	464,000
Charge Off Accts Collected	117,024	124,436
TOTAL INCOME	\$ 60,693,573	\$ 71,618,651
<b><u>COST OF SALES:</u></b>		
Electricity Purchased	\$ 29,519,423	\$ 33,338,000
Natural Gas Purchased	8,464,863	12,972,400
GROSS PROFIT	\$ 22,709,287	\$ 25,308,251
<b><u>OPERATING EXPENSES:</u></b>		
Depreciation Expense	\$ 3,804,338	\$ 4,478,844
Operating Expense	4,988,213	6,067,001
Administrative Expense	6,335,483	5,847,263
Bad Debt Expense	224,653	233,376
TOTAL OPERATING EXPENSE	\$ 15,352,687	\$ 16,626,484
OPERATING PROFIT	\$ 7,356,600	\$ 8,681,767
<b><u>NON-OPERATING REVENUE:</u></b>		
Interest Earned 1989 Sinking Fund	\$ 21,991	\$ -
Interest Earned Short-Term Investment	1,263,051	1,284,521
TOTAL NON-OPERATING REVENUE	\$ 1,285,042	\$ 1,284,521
TOTAL OPERATING & NON-OPERATING REVENUE	\$ 8,641,642	\$ 9,966,288
<b><u>NON-OPERATING EXPENSE:</u></b>		
Interest 1989 Bond Issue	\$ 127,575	\$ -
Other Interest Expense		
TOTAL NON-OPERATING EXPENSE	\$ 127,575	\$ -
NET PROFIT	\$ 8,514,067	\$ 9,966,288

**DEPARTMENT OF PUBLIC UTILITIES**  
**CITY OF ORANGEBURG**  
**PROJECTED BUDGET**  
**ELECTRIC DIVISION**

	<b><u>ACTUAL</u></b> <b><u>1999-2000</u></b>	<b><u>PROJECTED</u></b> <b><u>2001-2002</u></b>
<b><u>OPERATING INCOME:</u></b>		
Net Billings	\$ 40,569,166	\$ 46,290,100
Counter Service Fees	571,699	628,740
MPX System	5,968	6,300
Miscellaneous Sales & Services	166,755	176,500
Charge Off Accts Collected	87,705	91,500
TOTAL INCOME	\$ 41,401,293	\$ 47,193,140
<b><u>COST OF SALES:</u></b>		
Electricity Purchased	\$ 29,519,423	\$ 33,338,000
GROSS PROFIT	\$ 11,881,870	\$ 13,855,140
<b><u>OPERATING EXPENSES:</u></b>		
Depreciation Expense	\$ 1,784,826	\$ 2,343,912
Operating Expense	1,959,530	2,668,000
Administrative Expense	3,073,086	2,771,811
Bad Debt Expense	160,467	169,500
TOTAL OPERATING EXPENSE	\$ 6,977,909	\$ 7,953,223
OPERATING PROFIT	\$ 4,903,961	\$ 5,901,917
<b><u>NON-OPERATING REVENUE:</u></b>		
Interest Earned Short-Term Investment	\$ 747,957	\$ 760,672
TOTAL NON-OPERATING REVENUE	\$ 747,957	\$ 760,672
TOTAL OPERATING & NON-OPERATING REVENUE	\$ 5,651,918	\$ 6,662,589
<b><u>NON-OPERATING EXPENSE:</u></b>		
Other Interest Expense	\$ -	\$ -
TOTAL NON-OPERATING EXPENSE	\$ -	\$ -
NET PROFIT	\$ 5,651,918	\$ 6,662,589

**DEPARTMENT OF PUBLIC UTILITIES**  
**CITY OF ORANGEBURG**  
**PROJECTED BUDGET**  
**GAS DIVISION**

	<b><u>ACTUAL</u></b> <b><u>1999-2000</u></b>	<b><u>PROJECTED</u></b> <b><u>2001-2002</u></b>
<b><u>OPERATING INCOME:</u></b>		
Net Billings	\$ 11,373,698	\$ 15,853,500
Counter Service Fees	155,598	171,320
Miscellaneous Sales & Services	2,980	12,500
Charge Off Accts Collected	13,518	13,900
TOTAL INCOME	\$ 11,545,794	\$ 16,051,220
 <b><u>COST OF SALES:</u></b>		
Natural Gas Purchased	\$ 8,464,863	\$ 12,972,400
GROSS PROFIT	\$ 3,080,931	\$ 3,078,820
 <b><u>OPERATING EXPENSES:</u></b>		
Depreciation Expense	\$ 317,485	\$ 408,420
Operating Expense	359,101	406,143
Administrative Expense	797,845	716,911
Bad Debt Expense	27,614	28,500
TOTAL OPERATING EXPENSE	\$ 1,502,045	\$ 1,559,974
 OPERATING PROFIT	\$ 1,578,886	\$ 1,518,846
 <b><u>NON-OPERATING REVENUE:</u></b>		
Interest Earned Short-Term Investment	\$ 122,245	\$ 124,323
TOTAL NON-OPERATING REVENUE	\$ 122,245	\$ 124,323
 TOTAL OPERATING & NON-OPERATING REVENUE	\$ 1,701,131	\$ 1,643,169
 <b><u>NON-OPERATING EXPENSE:</u></b>		
Other Interest Expense	\$ -	\$ -
TOTAL NON-OPERATING EXPENSE	\$ -	\$ -
 NET PROFIT	\$ 1,701,131	\$ 1,643,169

**DEPARTMENT OF PUBLIC UTILITIES**  
**CITY OF ORANGEBURG**  
**PROJECTED BUDGET**  
**WATER DIVISION**

	<b><u>ACTUAL</u></b> <b><u>1999-2000</u></b>	<b><u>PROJECTED</u></b> <b><u>2001-2002</u></b>
<b><u>OPERATING INCOME:</u></b>		
Net Billings	\$ 4,112,613	\$ 4,642,300
Water Taps	135,553	176,500
Water Impact Fees	136,774	123,317
Counter Service Fees	47,777	52,560
Miscellaneous Sales & Services	410,607	125,000
Charge Off Accts Collected	10,612	11,500
TOTAL INCOME	\$ 4,853,936	\$ 5,131,177
GROSS PROFIT	\$ 4,853,936	\$ 5,131,177
<b><u>OPERATING EXPENSES:</u></b>		
Depreciation Expense	\$ 844,223	\$ 959,916
Operating Expense	1,399,785	1,532,368
Administrative Expense	1,685,582	1,734,464
Bad Debt Expense	24,914	23,302
TOTAL OPERATING EXPENSE	\$ 3,954,504	\$ 4,250,050
OPERATING PROFIT	\$ 899,432	\$ 881,127
<b><u>NON-OPERATING REVENUE:</u></b>		
Interest Earned 1989 Sinking Fund	\$ 21,991	\$ -
Interest Earned Short-Term Investment	288,885	293,796
TOTAL NON-OPERATING REVENUE	\$ 310,876	\$ 293,796
TOTAL OPERATING & NON-OPERATING REVENUE	\$ 1,210,308	\$ 1,174,923
<b><u>NON-OPERATING EXPENSE:</u></b>		
Interest 1989 Bond Issue	\$ 127,575	\$ -
Other Interest Expense	-	-
TOTAL NON-OPERATING EXPENSE	\$ 127,575	\$ -
NET PROFIT	\$ 1,082,733	\$ 1,174,923

**DEPARTMENT OF PUBLIC UTILITIES**  
**CITY OF ORANGEBURG**  
**PROJECTED BUDGET**  
**WASTEWATER DIVISION**

	<b><u>ACTUAL</u></b> <b><u>1999-2000</u></b>	<b><u>PROJECTED</u></b> <b><u>2001-2002</u></b>
<b><u>OPERATING INCOME:</u></b>		
Net Billings	\$ 2,542,686	\$ 2,832,670
Wastewater Taps	34,845	67,483
Wastewater Impact Fees	48,220	150,000
Counter Service Fees	32,201	35,425
Miscellaneous Sales & Services	229,409	150,000
Charge Off Accts Collected	5,189	7,536
TOTAL INCOME	\$ 2,892,550	\$ 3,243,114
GROSS PROFIT	\$ 2,892,550	\$ 3,243,114
<b><u>OPERATING EXPENSES:</u></b>		
Depreciation Expense	\$ 857,804	\$ 766,596
Operating Expense	1,269,797	1,460,490
Administrative Expense	778,970	624,077
Bad Debt Expense	11,658	12,074
TOTAL OPERATING EXPENSE	\$ 2,918,229	\$ 2,863,237
OPERATING PROFIT	\$ (25,679)	\$ 379,877
<b><u>NON-OPERATING REVENUE:</u></b>		
Interest Earned Short-Term Investment	\$ 103,964	\$ 105,730
TOTAL NON-OPERATING REVENUE	\$ 103,964	\$ 105,730
TOTAL OPERATING & NON-OPERATING REVENUE	\$ 78,285	\$ 485,607
<b><u>NON-OPERATING EXPENSE:</u></b>		
Other Interest Expense	\$ -	\$ -
TOTAL NON-OPERATING EXPENSE	\$ -	\$ -
NET PROFIT	\$ 78,285	\$ 485,607

**APPROVED CAPITAL IMPROVEMENTS PLANNED**  
**FOR FISCAL YEAR 2001 - 2002**

Prepaid Meter System	\$ 380,000
Administrative Building Modifications	\$ 500,000
115 KV Cross-Town Tie	\$1,000,000
115 KV Distance Relaying	\$ 731,000
Geographical Information System	\$ 800,000
Russell Street – Streetscape Electric Project	\$ 323,000
Microfiltration Residuals Management System At Water Treatment Plant	\$ 837,366
Russell Street – Streetscape Water Project	\$ 78,100
Modifications to 1974 Raw Water Pumping Station	\$ 934,579
Russell Street – Streetscape Wastewater Project	<u>\$ 95,300</u>
TOTAL	\$5,679,345

**DEPARTMENT OF PUBLIC UTILITIES**  
**CITY OF ORANGEBURG**  
**PROJECTED SOURCES OF FUNDING & EXPENDITURES**  
**FISCAL YEAR 2001 - 2002**

	<u>2002</u>
<u>OPERATIONS:</u>	
Net Income	\$ 9,966,288
Charges Against Operations Not Requiring Working capital - Depreciation	\$ <u>4,478,844</u>
TOTAL	\$14,445,132
 <u>USE OF WORKING CAPITAL:</u>	
Approved Capital Projects For Fiscal Year	\$ 5,679,345 **
Investment - Future Projects	\$ 5,515,787
Cash Transfer to City General Fund In Lieu of Taxes	\$ <u>3,250,000</u>
TOTAL	\$14,445,132

\*\* SEE ATTACHMENT FOR BREAKDOWN OF APPROVED CAPITAL PROJECTS

## ORDINANCE NO. 2001-16

### AN ORDINANCE TO AMEND CHAPTER VII OF THE CODE OF ORDINANCES FOR THE CITY OF ORANGEBURG, SOUTH CAROLINA FOR THE PURPOSE OF LEVYING A BUSINESS LICENSE TAX ON TELECOMMUNICATIONS

**WHEREAS**, the South Carolina General Assembly has adopted Act No. 112 of 1999 which provides for municipalities to charge business license taxes and fees for the use of public rights of way to telecommunications companies; and

**WHEREAS**, it is necessary to amend the business license ordinance to conform to State law;

**NOW THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Orangeburg, that the Business License Ordinance is amended as follows:

#### Section 1.

- a. Notwithstanding any other provisions of the Business License Ordinance, business license taxes for retail telecommunications service as defined in S. C. Code § 58-9-2200, including but not limited to those services described in Standard Industrial Classification (SIC) 481 and North American Industry Classification System (NAICS) 5133 and in the City of Orangeburg Code 980000, shall pay an annual business license fee based on gross income.
- b. Pursuant to S. C. Code § 58-9-2220, the following business license tax schedule shall apply to the gross income from retail telecommunications services for the preceding calendar or fiscal year which either originate or terminate in the municipality and which are charged to a service address within the municipality regardless of where these amounts are billed or paid and on which a business license tax has not been paid to another municipality. The measurement of the amounts derived from the retail of mobile telecommunications services shall include only revenues from the fixed monthly recurring charge of customers whose service address is within the boundaries of the municipality.

Rate for license taxes due in the years 1999 through 2003:

three tenths of one percent (0.3 %) of gross income for the preceding year;

Rate for license taxes due in the year 2004 and each year thereafter:

seventy-five hundredths of one percent (0.75 %) of gross income for the preceding year.

For a business in operation for less than one year, the amount of business license tax authorized by this section shall be computed on a twelve-month projected income.

#### Section 2.

- a. The rate for business licenses for retail telecommunications service for 1999 shall be 0.3% of 1998 gross income, due on October 1, 1999, and payable by January 31, 2000, without penalty.
- b. The telecommunications business license tax shall be due on January 1 in each year, beginning in the year 2000. Declining rates shall not apply. Taxes are payable without penalty by January 31 following the due date. After January 31, the delinquent penalty shall be five percent (5 %) of the tax due for each month, or portion thereof, after the due date until paid. MASC-SO 99-001

#### Section 3.

Exemptions in the business license ordinance for income from business in interstate commerce are hereby repealed. Properly apportioned gross income from interstate commerce shall be included in the gross income for every business subject to a business license tax.

#### Section 4.

- a. Nothing in this ordinance shall be interpreted to interfere with continuing obligations of any franchise agreement or contractual agreement in the event that the franchise or contractual agreement should expire after December 31, 2003.
- b. Fees imposed by any franchise or contractual agreement with a telecommunications provider which expires prior to December 31, 2003 shall continue in effect until December 31, 2003.
- c. All fees collected under such franchise agreement or contractual agreement shall be in lieu of fees or taxes which might otherwise be authorized by this ordinance.
- d. A business license tax ordinance, adopted prior to December 31, 1997, which levied a business license tax paid by a telecommunications company higher than that levied under this ordinance, shall remain in effect through December 31, 2003.



Section 5.

As authorized by S. C. Code § 5-7-300, the Agreement with the Municipal Association of South Carolina for collection of current and delinquent license taxes from telecommunications companies pursuant to S. C. Code § 58-9-2200 in the form attached hereto is approved, and the Mayor is authorized to execute it.

Section 6.

All ordinances in conflict with this ordinance are hereby repealed.

DONE AND RATIFIED BY THE CITY COUNCIL OF ORANGEBURG, SOUTH CAROLINA IN COUNCIL ASSEMBLED THIS 18<sup>th</sup> DAY OF September, 2001.

*Paul Q. Miller*

Mayor

*Glenn Haire*  
*Sandra F. Strickland*  
*L. Zimmerman Keist*  
*Phil Strickland*  
*Joyelle R. Roney*

Members of Council

ATTEST:

*Sharon M. Lannex*  
City Clerk



## AGREEMENT

### FOR COLLECTION OF BUSINESS LICENSE TAXES FROM TELECOMMUNICATIONS COMPANIES BY THE MUNICIPAL ASSOCIATION OF SOUTH CAROLINA



**WHEREAS**, the South Carolina General Assembly has adopted Act No. 112 of 1999 which provides for municipalities to charge business license taxes and fees for the use of public rights of way to telecommunications companies; and

**WHEREAS**, the MUNICIPAL ASSOCIATION OF SOUTH CAROLINA has developed a program for statewide collection of all current and delinquent business license taxes due from establishments providing telecommunications services as defined in S. C. Code § 58-9-2200, including but not limited to those services described in Standard Industrial Classification (SIC) 481 and North American Industry classification System (NAICS) 5133; City of Orangeburg Code 9800000 and

**WHEREAS**, participating municipalities have adopted rates permitted by S. C. Code § 58-9-2220, delinquent penalties, and a uniform due date of January 1, for such business license taxes; and

**WHEREAS**, municipalities are authorized to contract for assistance for collection of business licenses taxes pursuant to S. C. Code § 5-7-300;

### NOW, THEREFORE, WITNESSETH

**THIS AGREEMENT** is made between the MUNICIPAL ASSOCIATION OF SOUTH CAROLINA (MASC) and the City of Orangeburg this 18<sup>th</sup> day of September, 2001.

It is agreed between the parties as follows:

1. MASC will make the necessary investigations, develop a database for the Municipality, establish a procedure for determining the amount of business license taxes due, communicate with establishments providing retail telecommunications services as defined in S. C. Code § 58-9-2200, including but not limited to those services described in Standard Industrial Classification (SIC) 481 and North American Industry classification System (NAICS) 5133 and City of Orangeburg Code 980000, that are subject to the business license taxes and collect all current and delinquent taxes due on October 1, 1999, and on January 1 thereafter on an annual basis.
2. MASC will bear all administrative expenses, except legal expenses, incurred in connection with the services rendered. Legal expenses incurred by the program shall be prorated to all participants in direct relationship to the disbursements of the program.
3. MASC will deposit all funds received in an appropriate account for which accurate records will be maintained. Business license taxes collected for the municipality, less the service charge herein agreed to, will be disbursed to the Municipality on or before March 1 of each calendar year and thereafter as remaining collections permit.
4. MASC is hereby designated as the exclusive agent of the Municipality for assessment and collection of telecommunications business license taxes and penalties utilizing all procedures and actions authorized by ordinance or State law, and such procedures and actions may be invoked in the name of the Municipality without further approval by the Municipality. The Municipality, pursuant to Rule 17 of the S. C. Rules of Civil Procedure and Rule 17 of the Federal Rules of Civil Procedure, specifically acknowledges the standing of MASC to prosecute a civil action for collection in its behalf and hereby ratifies any such action that MASC may commence.

5. MASC will notify all companies providing retail telecommunications services subject to this agreement and of the requirement that all business license taxes be paid directly to MASC.

6. The Municipality acknowledges that payment of all such taxes directly to MASC is an essential element of the collection program, and that no such taxes will be accepted by the Municipality from or with any establishment providing telecommunications services subject to this agreement. All communications and payments received by the Municipality will be sent to MASC.

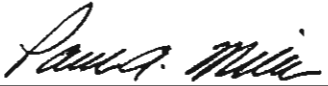
7. The Municipality will provide MASC with a certified report on the collection of any business license taxes from telecommunications companies for the last three (3) license years prior to this agreement.

8. The Municipality agrees that MASC will retain, as compensation for services rendered, four (4%) percent of all funds collected for the Municipality pursuant to this agreement, together with any interest earned on funds held on deposit prior to disbursement.

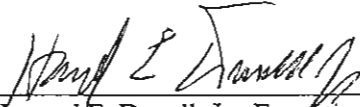
9. The Municipality represents that this agreement has been approved by ordinance duly adopted pursuant to S. C. Code § 5-7-300.

10. This agreement is effective through December 31, 2005, and shall continue from year to year thereafter until terminated by either party upon notice in writing given 90 days prior to December 31 of any year.

CITY OF ORANGEBURG

By:   
Mayor

MUNICIPAL ASSOCIATION OF SOUTH CAROLINA

By:   
Howard E. Duvall, Jr., Executive Director

**AN ORDINANCE TO AMEND SECTION 2-3.1, CHAPTER II, OF THE  
CODE OF ORDINANCES FOR THE CITY OF ORANGEBURG, FOR THE  
PURPOSE OF ESTABLISHING SIX (6) MUNICIPAL COUNCIL DISTRICTS**

**WHEREAS**, the City of Orangeburg has heretofore elected its council members pursuant to six (6) municipal districts designated as Districts 1 through 6 on a map thereof dated January 14, 1992, and

**WHEREAS**, because of the 2000 census said districts are required to be altered for the purpose of compliance with federal and state constitutional, statutory, and case law requirements.

**NOW, THEREFORE, BE IT ORDAINED** by the Council duly assembled, that Section 2-1.3, Chapter II, of the Code of Ordinances, City of Orangeburg, State of South Carolina, is hereby amended and after amendment shall read as follows:

"Section 2-1.3. Municipal District Lines for Election of Council Members. The city does hereby establish six (6) municipal districts which are designated as Districts 1 through 6 on a map thereof dated November 6, 2001, and made a part hereof by reference; said map being filed in the Clerk's office for the City of Orangeburg. For all regular and special elections for the offices of council members of the City of Orangeburg, a candidate for said office shall be a resident and qualified elector of the district from which the candidate seeks office and each elected council member shall continue to be a resident and qualified elector of that particular district during the entire term of office."

DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF SOUTH  
CAROLINA THIS 4th DAY OF December, 2001.



Mayor

## Members of Council

ATTEST

City Clerk