

## FRIPP ISLAND PUBLIC SERVICE DISTRICT

Tuesday, July 13, 2021  
Electronic Meeting Via Zoom  
9:30 a.m.

### Zoom Info:

Join from PC, Mac, Linux, iOS or Android:

<https://us02web.zoom.us/j/82886028922>

Or iPhone one-tap (US Toll): +19292056099,,82886028922#  
+13017158592,,82886028922#

Or Telephone:

Dial: +1 929 205 6099 (US Toll) or +1 301 715 8592 (US Toll)  
Meeting ID: 828 8602 8922

### AGENDA

1. Call to Order
  - Confirmation of the presence of a quorum
  - Confirmation of public meeting notice, as required by the SC Code of Laws *30-4-80(A)*.
2. Pledge of Allegiance
3. Approval of June 2021 Regular Commission Meeting Minutes
4. Cybersecurity & IT Support Presentation – Brad Hamlett, Cyber Risk Analysis Group
5. Reports
  - Manager's Report for June 2021  
*March 31, 2021 Unaudited Financial Reports*
  - Fire Department Report for June 2021
  - Other
6. Old Business
  - Draft Revised Employee Manual
7. New Business
  - Review of Mill Value Update from Beaufort County Finance Office
8. Questions and Comments from Visitors
  - FIPOA Representative
9. Executive Session
  - Contractual Matters Pertaining to Cell Service Antenna Leases
  - Legal & Contractual Matters Related to Relocation of the Harbor River Water Line
10. Upon returning to public session, the Commission may take such action(s) as it deems appropriate on the items discussed in executive session.
11. Adjourn

## FRIPP ISLAND PUBLIC SERVICE DISTRICT

**Minutes:** Commission Meeting on July 13, 2021 – electronically via ZOOM

**Present:** Rick E. Keup, Dennis Perrone, John F. King, Edward D. Wetzel, Michael J. Wilt

**Absent:** Dan H. McCormick

**Staff:** Angie Hughes, District Manager; Joshua Horton, Fire Chief; Yvonne Fireall, Office Manager

**Guests:** Brad Hamlett (Cyber Risk Analysis Group), John Marsh (FIPOA)

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1. Vice-Chairman Wilt called the meeting to order at 9:30 a.m., confirmed the presence of a quorum and confirmed that all requirements of the SC Code of Laws, Section 30-4-80, pertaining to the notice of meetings of public bodies, have been met for this meeting.
2. Vice-Chairman Wilt led the Commission in the Pledge of Allegiance.
3. The Commission approved the minutes for the June 8, 2021 regular Commission meeting, upon a motion by Mr. Wetzel (Vote: unanimous).
4. The Commission entertained a presentation by Brad Hamlett from Cyber Risk Analysis Group regarding Cybersecurity & IT Support and directed the Manager to provide a schedule for implementation by the District of CRAG's recommendations.
5. Reports
  - a) The Commission reviewed the Manager's Report for June 2021 and the March 31, 2021 unaudited financial statements. (*Att A*)
  - b) The Commission reviewed the Fire Department Report for June 2021. (*Att B*)
6. Old Business
  - a) The Commission reviewed the draft revised Employee Manual. (*Att C*)
7. New Business
  - a) The Commission reviewed information regarding an updated mill value provided by the Beaufort County Finance Office that could result in a small budget shortfall for fiscal year 2022 and agreed that the millage rates imposed by the Commission at the June Commission meeting should stand. (*Att D*)
8. The Commission entertained questions and comments from visitors.
9. The Commission entered executive session to discuss legal and contractual matters pertaining to cell service antenna leases and the relocation of the Harbor River Water Line at 11:16 a.m., upon a motion by Mr. Keup (Vote: unanimous). The Commission resumed open session at 11:34 a.m., upon a motion by Mr. Keup (Vote: unanimous).
10. The Commission approved the third amendment to the tower attachment lease agreement for T-Mobile, upon a motion by Mr. Keup (Vote: unanimous). (*Att E*)

11. There being no further business, the meeting adjourned at 11:37 a.m., upon a motion by Mr. King (Vote: Unanimous).



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Michael J. Wilt  
Vice-Chairman



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Angel L. Hughes  
Secretary

# FRIPP ISLAND PUBLIC SERVICE DISTRICT MANAGER'S REPORT FOR JUNE 2021

## I. Tap-Ins

Category	FY 2021		FY 2020		FY 2019	
	<u>Jun</u>	<u>YTD</u>	<u>Jun</u>	<u>YTD</u>	<u>Jun</u>	<u>YTD</u>
Water customers	6	24	3	7	1	9
Sewer customers						
a. Gravity	-	9	2	5	-	6
b. Vacuum	6	14	1	2	1	3

Total vacuum sewer customers: 579 of 726

## II. Routine Operations

### 1. Butcher's Island and Hunting Island Booster Pumps Average Daily Run Time for June

	<u>2021</u>	<u>Diff</u>	<u>2020</u>	<u>Diff</u>	<u>2019</u>	<u>Diff</u>	<u>2018</u>
Butcher's Isl Pumps Hrs/Day	11.2	0.5	10.7	2.7	8.0	(0.2)	8.2
Hunting Isl Pumps Hrs/Day	22.5	1.2	21.3	7.2	14.1	(2.3)	16.4
Total Hrs/Day	33.7	1.7	32.0	9.9	22.1	(2.5)	24.6

### 2. Fripp Island Master Metered Water Use for June, Average Gallons per Day

	<u>2021</u>	<u>% Change</u>	<u>2020</u>	<u>% Change</u>	<u>2019</u>	<u>% Change</u>	<u>2018</u>
BJW&SA	844,848	0.6	839,688	12.6	746,000	(1.3)	755,516
Harbor Island	117,645	7.9	109,041	(2.3)	111,664	7.7	103,703
Hunt Island	17,061	(70.9)	58,616	332.1	13,564	(12.1)	15,423
Frapp Island	703,030	7.4	654,313	27.6	512,750	(17.4)	620,742
Accountability,%	99.2	N/A	97.9	N/A	98.9	N/A	97.9
Rainfall, Inches	2.9		5.7		12.9		4.0

### Frapp Island Water Consumption – Recorded vs. Billed (in 1,000 gals.)

	<u>Jul-Sep</u>	<u>Oct-Dec</u>	<u>Jan-Mar</u>	<u>Apr-Jun</u>	<u>Cumulative</u>
Frapp Master Meter	59,661	36,214	25,381	50,892	172,148
Water Billed on Frapp	55,390	34,841	23,382	47,152	160,764
(Gain) / Loss on Frapp	4,272	1,373	1,999	3,740	11,384
Percent Accounted For	93%	96%	92%	93%	93%

### 3. The water tank levels and water line pressures were normal for June.

### 4. Wastewater Treatment Plant Flow for June, Gallons per Day

	<u>2021</u>	<u>% Change</u>	<u>2020</u>	<u>% Change</u>	<u>2019</u>	<u>% Change</u>	<u>2018</u>
Average Daily Flow	335,997	(6.2)	358,159	(8.2)	389,963	15.8	336,666
Weekly Max Flow	359,000	(6.8)	385,000	(20.5)	484,000	25.4	386,000
Peak Daily Flow	385,746	(8.1)	419,953	(44.4)	755,054	77.9	424,361

Peak daily flow of 385,746 occurred on Sat., 6/26/21, without rain. For June 2020, peak daily flow occurred on Wed., 6/24/20, without rain. For June 2019, peak daily flow occurred on Thurs., 6/13/19, with 2.3" of rain that day and 3.3" of rain the prior day, and at least 3 homeowners removed their sewer cleanout caps, allowing floodwater to drain into the sewer system. For June 2018, peak daily flow occurred on Sat., 6/23/18, without rain, and included diversion of effluent flow from Harbor Island due to turbidity which exceeded permitted levels.

5. The water system and wastewater treatment plant samples were satisfactory for June.

### III. Emergencies, Special Field Work and Activities

#### 1. Water System

- a) The Drought Response Committee met on June 9<sup>th</sup> and declared the drought status “Incipient” for 6 counties in the northeastern part of the state. The Committee met again on June 23<sup>rd</sup> and declared all counties in the state drought free. The District issued its usual request for owners to voluntarily conserve water by irrigating on a 3 days/week schedule via email in May and on a flyer mailed with the June billing, as in previous years.
  - b) The District’s annual Drinking Water Quality Report was published on the website in June and a direct URL to the report was printed on the bills that were mailed June 30, 2021. Paper copies of the report were provided to locations where customers are not directly served by the District because the property has a master meter. These actions satisfy the requirements of EPA R.61-58.12 requiring the development of, distribution of, and notification of a consumer confidence report.
  - c) On June 11<sup>th</sup>, the SCDOT contractor removing the old Harbor River bridge demolished the center pivot pier of the bridge using explosives. District field staff monitored the transmission main beneath the riverbed and performed testing immediately following the blast to ensure that the line was not damaged or compromised.
  - d) On June 22<sup>nd</sup>, several customers complained of discolored water and sediment in the water. The District determined that the problem, which continued intermittently for several days, was the result of BJW&SA flow testing hydrants on St. Helena Island. The high flows caused sediment in the main line to be disturbed and when the booster pumps kicked in, the discolored water was pulled out to Fripp Island.
  - e) District field operators performed miscellaneous water system maintenance consisting of water meter installations and replacements throughout June and meters were read June 21-24.
2. Wastewater System – SC DHEC performed an inspection of the District’s wastewater treatment facility June 21-23. The inspection consists of pulling samples alongside District samples and checking lab procedures, equipment functionality, overall plant condition and operation and record-keeping. The District anticipates a Satisfactory rating when the inspector’s report is finished.
  3. Hunting Island Booster Pump Station Rehab – Lowcountry Engineering Consultants provided a project cost estimate of \$314,300, including engineering, construction observation and a 10% construction contingency. The state easement and permit applications will be submitted by mid-August. Surveyor and pump station manufacturer delays have put the project about two months behind schedule. Phil Waters, with Lowcountry Engineering, will attend the September Commission meeting to provide a project update.
  4. Cost of Service & Rate Study – An advertisement of the request for proposals was submitted to South Carolina Business Opportunities online and uploaded to the website on the afternoon of June 30<sup>th</sup>, in preparation for the RFP date of July 1, 2021. Direct solicitation by email was sent to five firms on July 1<sup>st</sup>. The project schedule is as follows:

Last Day to Submit Questions	July 16, 2021
FIPSD Response to Questions	July 23, 2021
Receive Submittals	August 6, 2021
Proposal Review	
Commission Approval of Selection	September 14, 2021
Negotiate Contract with Selected Firm	
Commission Approval of Contract	October 12, 2021
Notice to Proceed	October 15, 2021
Complete Study (90 days)	January 14, 2022
Presentation to Commission	February 8, 2022

5. Fripp Inlet Bridge
  - a) Because the SCDOT's contractor would not be able to complete the lane striping on the bridge until late 2021, the District Manager approved a quote from Peek Pavement Markings LLC for \$12,875 for DOT-specified epoxy line striping and reflectors. We are waiting to be scheduled for the work.
  - b) Reflective markers for the dolphins marking the four corners of the waterway beneath the bridge were ordered and provided to Sea Rescue, who installed the markers on June 28<sup>th</sup>.
6. Cybersecurity & IT Support
  - a) Firewalls to protect against cyberattacks and network intrusion were installed June 18<sup>th</sup> at the administrative office and wastewater treatment plant.
  - b) Management is researching cyber liability insurance to further protect the District in the case of a breach.
7. America's Water Infrastructure Act of 2018 requires that community water systems create a Risk & Resilience Assessment and certify it to the EPA by June 30, 2021 and update their Emergency Response Plan and certify it to the EPA within six months after the RRA certification. The District certified the RRA on June 28, 2021 and will be required to certify the updated Emergency Response Plan by December 28, 2021.

**FRIPP ISLAND PUBLIC SERVICE DISTRICT**

July 1, 2020 through March 31, 2021

**Statement of Revenues & Expenses**

**Water & Wastewater Operations**

	Actual	Budget	Variance Favorable (Unfavorable)	Variance Comments
Operating revenues				
Water operations	772,488	754,531	17,957	Water sales
Water Tank Leases	203,946	215,500	(11,554)	Deposit timing
Wastewater operations	550,456	554,533	(4,077)	Sewer taps
Total operating revenues	1,526,890	1,524,564	2,326	
Cost of sales	(373,848)	(375,158)	1,310	Water sales
Gross profit from operations	1,153,042	1,149,406	3,636	
Operating expenses				
General & administrative	443,572	463,886	20,314	Salaries, legal & IT support
Water system expenses	62,679	61,627	(1,052)	Water lines
Wastewater expenses	222,916	259,678	36,762	Bldg & grds, wwtp & pumping system
Total operating expenses	729,167	785,191	56,024	
Earnings (loss) from operations	423,875	364,215	59,660	
Nonoperating income (expenses)				
Interest earned	61,194	56,003	5,191	Higher yields than anticipated
Taxes & assessments collected	809,315	806,440	2,875	
Capital & Unrealized Inv Gain (Loss)	(76,353)	-	(76,353)	unrealized investment losses
Bond interest & expenses	(111,298)	(112,510)	1,212	
Net nonoperating income (expenses)	682,858	749,933	(67,075)	
Earnings (loss) before depreciation	1,106,733	1,114,148	(7,415)	
Depreciation/Loss on disposal	454,791	454,838	47	
Net earnings (loss)	651,942	659,310	(7,368)	
Cash available on July 1, 2020			7,133,948	
Earnings (loss) before depreciation & debt amortization			1,106,733	
Changes in assets & liabilities				
(Increase) decrease in accounts receivable			101,583	
(Increase) decrease in inventory			(4,304)	
(Increase) decrease in prepaid expenses			(9,207)	
(Decrease) increase in accounts payable & transfers			(114,726)	
(Decrease) increase unrealized gains			(0)	
Net cash provided (used)			(26,654)	
Cash flow from capital & financing activities				
Asset additions/deletions & construction in progress			(69,194)	
Principal payments on bonds & deferred debt			(683,324)	GO bonds (WWTP & WL) & Rev bond
Bond proceeds & contributed capital			-	
Net cash provided (used)			(752,518)	
Cash available on March 31, 2021			7,461,508	
Available cash includes following balance sheet accounts:	Beginning	Ending	Change Pos. (Neg.)	
Cash (gross revenue, petty cash & contingency fund)	2,965,219	3,337,770	372,551	
Due from Beaufort County Treasurer (Vac sewer assessments)	361,927	353,596	(8,331)	
Investments & restricted cash (Sewer const fund, DS, invest.)	3,806,802	3,770,143	(36,660)	
Total	7,133,948	7,461,508	327,560	

**FRIPP ISLAND PUBLIC SERVICE DISTRICT**

July 1, 2020 through March 31, 2021

Statement of Revenues & Expenses

Fire Department & Erosion Operations

	Fire Department Fund			Erosion & Bridge Operations Fund		
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)
<b>Revenues</b>						
Taxes & penalties	539,662	538,040	1,622	163,884	169,060	(5,176)
Assessments, donations & FIPOA	2,950	2,700	250	-	-	-
Utility attachment fees	-	-	-	18,035	18,035	-
Interest, cap gain (loss) & miscellaneous	5,341	-	5,341	2,884	5,100	(2,216)
<b>Total Revenues</b>	<b>547,953</b>	<b>540,740</b>	<b>7,213</b>	<b>184,803</b>	<b>192,195</b>	<b>(7,392)</b>
<b>Expenditures</b>						
Employee expenses	344,036	355,118	11,082	-	-	-
General & Administrative	84,743	68,198	(16,545)	169,667	170,510	843
Operations	15,991	24,263	8,272	500	750	250
<b>Total Operating Expenses</b>	<b>444,770</b>	<b>447,579</b>	<b>2,809</b>	<b>170,167</b>	<b>171,260</b>	<b>1,093</b>
Bond Interest & expenses	-	-	-	-	-	-
Capital outlay	9,703	-	(9,703)	-	-	-
<b>Total Expenditures</b>	<b>454,473</b>	<b>447,579</b>	<b>(6,894)</b>	<b>170,167</b>	<b>171,260</b>	<b>1,093</b>
<b>Revenues over (under) expenditures</b>	<b>93,480</b>	<b>93,161</b>	<b>319</b>	<b>14,636</b>	<b>20,935</b>	<b>(6,299)</b>
 Cash available July 1, 2020	 491,691	 472,413	 19,278	 710,419	 701,745	 8,674
Revenues over (under) expenditures	93,480	93,161	319	14,636	20,935	(6,299)
Increase (decrease) payables & transfers	(29,584)	-	(29,584)	(356)	5,124	(5,480)
<b>Cash available March 31, 2021</b>	<b>555,587</b>	<b>565,574</b>	<b>(9,987)</b>	<b>724,699</b>	<b>727,804</b>	<b>(3,105)</b>

**Notes:**

1. Variances in actual expenses due to timing of expense
2. Unfavorable variance in Erosion tax levy collections is being researched

**CAPITAL PROJECT ACTIVITIES SUMMARY**

	Bridge	Revetment	Totals
Cash available July 1, 2020	279,092	92,497	371,589
Revenues (bank interest/FEMA funds)	19	-	19
Less admin exp (bank chgs)	(38)	-	(38)
Less operations fund reimbursements	-	-	-
Less bond-related expenses (P&I, misc)	-	-	-
Less capital outlay	-	-	-
<b>Cash available March 31, 2021</b>	<b>279,073</b>	<b>92,497</b>	<b>371,570</b>



**FRIPP ISLAND PUBLIC SERVICE DISTRICT**

July 1, 2020 through March 31, 2021

**Statement of Revenues & Expenses**

**Debt Service Fund**

	Actual	Budget	Variance Favorable (Unfavorable)	Comments
<b>Revenues</b>				
Tax levies-wwtp, waterline, bridge, revetment	621,420	621,120	300	
Service assessments	-	-	-	
Interest, penalties & misc	8,544	-	8,544	pen & interest
<b>Total Revenues</b>	<b>629,965</b>	<b>621,120</b>	<b>8,845</b>	
<b>Expenditures</b>				
Interfund Transfers (wwtp & wtrline GO bond P&I)	457,795	457,830	35	
Governmental bonds (revmt & bridge P&I)	224,149	224,160	11	
Bond payment fees	-	-	-	
<b>Total Expenditures</b>	<b>681,944</b>	<b>681,990</b>	<b>46</b>	
<b>Revenues over (under) expenditures</b>	<b>(51,980)</b>	<b>(60,870)</b>	<b>8,890</b>	
 Cash available July 1, 2020	 572,863	 548,600	 24,263	 timing & prepymts *
Revenues over (under) expenditures	(51,980)	(60,870)	8,890	
Increase (decrease) payables & transfers	-	-	-	
<b>Cash available March 31, 2021</b>	<b>520,883</b>	<b>487,730</b>	<b>33,153</b>	<b>timing &amp; prepymts *</b>

For 1st quarter budget, assume zero tax revenue. Actual taxes collected during 1st quarter are delinquent taxes for prior fiscal year. Budget assumes 50% collection in 2nd quarter & 50% collection in 3rd quarter.

Expenditures include interfund transfers of quarterly SRF (wwtp & wl) & biannual BB&T (revetment & bridge) debt payments.

Available cash on July 1, 2021 needs to be sufficient to cover Sept. 1, 2021 revetment biannual debt payment of \$7,780, Oct 1 & Dec 1, 2021 wwtp & wl quarterly debt payments totalling \$305,220 and Oct. 1, 2021 bridge biannual debt payment of \$40,100 (Grand Total - \$345,320)

\* Favorable variance resulted from timing of wwtp tax collections versus loan closing, prepayment of the waterline debt service using SCDOT funds, and partial defeasance of the revetment bond using FEMA funds and unused bond proceeds. The favorable variance was applied against debt service payments in fiscal year 2021 to reduce the debt service millage

**FRIPP ISLAND PUBLIC SERVICE DISTRICT**

Combined Balance Sheet

All Fund Types and Account Groups

March 31, 2021

	Proprietary Fund Type	Governmental Fund Types				Totals	
		Erosion & Bridge	Fire Dept.	Debt Service	Capital Projects		
ASSETS	Wtr & Sew Dept.					March 2021	
	Available Cash	3,337,770	94,316	115,067		3,547,153	
	Due from Beaufort County Treasurer	353,596	426,756	440,522	520,883	1,741,757	
	Accounts receivable water & sewer system	365,288				365,288	
	Accounts receivable-other	9,561				9,561	
	Interfund receivable / transfer accounts					-	
	Inventory	23,097				23,097	
	Prepaid expenses	50,976				50,976	
	Restricted cash, debt service funds & investments	3,770,143				4,345,339	
	Fixed assets (net of accumulated depreciation)	13,394,353	203,627		371,570	13,394,353	
	Unamortized debt acquisition costs	-				-	
	Deferred Outflows-Pension & OPEB	149,665				149,665	
Amount provided for retirement of long term debt	-				-		
Total Assets	21,454,448	724,698	555,588	520,883	23,627,188		
LIABILITIES	Vouchers & accounts payable		200	6,597		63,004	
	Accrued employee expenses	16,390				16,390	
	Payable from restricted assets (accrued bond int.)	43,530				43,530	
	Deferred revenue & receivable clearing accounts	396				396	
	General obligation & revenue bonds payable	7,468,071				7,468,071	
	Pension & OPEB liability & deferred inflows	1,838,235				1,838,235	
	Interfund payable / transfer accounts	2,500	(700)	(1,800)		-	
	Total liabilities	9,425,330	(500)	4,797	-	9,429,627	
	FUND EQUITY	Beginning Fund Balance/Net Position					
		Fund Balance/Net Position YTD increase (decrease)	11,377,177	710,562	457,311	572,863	13,489,502
			651,942	14,636	93,481	(51,980)	708,059
		Total fund equity	12,029,118	725,198	550,792	520,883	14,197,561
Total liabilities & fund equity	21,454,448	724,698	555,588	520,883	23,627,188		

***Fripp Island Fire Department  
Monthly Report Summary  
June 2021***

**Response Activities:**

Total emergency responses for June, 39

	June 2021	June 2020	YTD CY21	YTD CY20
• Structure Fires	00	00	00	00
• Vehicle Fire	00	00	00	00
• Medical Emergencies	19	13	55	60
• Brush Fires	00	01	00	03
• Misc. Fire	09	04	23	12
• Service Calls	08	02	16	05
• Mutual Aid	01	02	02	04
• Auto Accident	01	02	09	04
• Water Emergencies	01	03	01	06
	-----	-----	-----	-----
	39	27	106	94

**Average emergency response time:**

5 minutes 14 seconds.

**Inspections:**

June 2021	June 2020	YTD CY21	YTD CY20
0	1	0	1

**Training Activities:**

No training for June.

**Roster:**

Total personnel active for June, 21

Vol.-01

Paid-20

Att C

**FRIPP ISLAND PUBLIC SERVICE DISTRICT**

**EMPLOYEE MANUAL**

(NOT A CONTRACT)

**ACKNOWLEDGMENT OF EMPLOYMENT AT WILL  
AND CONTRACT DISCLAIMER**

**(EMPLOYER COPY)**

I HAVE RECEIVED A COPY OF THE FRIPP ISLAND PUBLIC SERVICE DISTRICT (“FIPSD” OR “DISTRICT”) EMPLOYEE MANUAL AND HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY ITS POLICIES AND PROCEDURES. I UNDERSTAND THAT THIS IS NOT A CONTRACT FOR EMPLOYMENT.

I UNDERSTAND THAT FIPSD IS AN “AT-WILL” EMPLOYER AND, AS SUCH, MY EMPLOYMENT WITH FIPSD IS NOT FOR A FIXED TERM OR FOR A DEFINITE PERIOD AND MY EMPLOYMENT MAY BE TERMINATED AT THE WILL OF EITHER FIPSD OR ME WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT PRIOR NOTICE. NOTHING IN THIS EMPLOYEE MANUAL IN ANY WAY CREATES AN EXPRESSED OR IMPLIED CONTRACT OF EMPLOYMENT. FURTHER, I UNDERSTAND THAT THIS EMPLOYEE MANUAL MAY BE AMENDED, MODIFIED, OR TERMINATED AT ANY TIME AND WITHOUT PRIOR NOTICE TO ME. I UNDERSTAND THAT NOTHING CONTAINED IN THIS EMPLOYEE MANUAL MAY BE CONSTRUED AS CREATING A PROMISE OF FUTURE BENEFITS OR FOR ANY SPECIFIC POLICY OR PROCEDURE REGARDING MY EMPLOYMENT OR TERMINATION THEREOF. I ALSO UNDERSTAND THAT NO REPRESENTATIVE OF FIPSD HAS THE AUTHORITY TO MAKE ANY ASSURANCE TO THE CONTRARY, INCLUDING TO BIND FIPSD TO A CONTRACT OF EMPLOYMENT FOR A DEFINITE PERIOD OF TIME OR FOR EMPLOYMENT AT WILL EXCEPT FOR FIPSD’S MANAGER WITH THE APPROVAL OF FIPSD’S BOARD OF COMMISSIONERS. ANY PROPERLY APPROVED CONTRACT OF EMPLOYMENT MUST BE IN WRITING AND SIGNED BY THE MANAGER AND THE EMPLOYEE.

**THE EMPLOYEE ACKNOWLEDGES RECEIPT OF THIS  
MANUAL AND OF THE EMPLOYEE’S AT-WILL EMPLOYMENT  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.**

\_\_\_\_\_  
**EMPLOYEE**

# FRIPP ISLAND PUBLIC SERVICE DISTRICT

## EMPLOYEE MANUAL

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## FRIPP ISLAND PUBLIC SERVICE DISTRICT

### EMPLOYEE MANUAL

#### A. Policy Manual Introductory Materials

##### 1. Information Concerning this Manual

This Employee Manual has been written to tell you in summary form about your job, pay, benefits, and the working conditions you can expect while working for the District. While Fripp Island Public Service District believes wholeheartedly in the plans, policies, and procedures described herein, they are not conditions of employment. **The District reserves the right to modify or revoke or change any or all such plans, policies and procedures at any time at its sole discretion. The policies and statements contained in this Manual and in other material that you may receive from time to time are not a contract of any kind and are not intended to alter the at-the will relationship between the District and any employee. The District may choose not to apply a policy or policies outlined in this Manual in cases where circumstances warrant.**

#### B. Supervisor-Employee Relations

##### 1. Your Supervisor

Your supervisor has been trained and is qualified to help you perform your job in the most efficient possible manner. Listen to the instructions of your supervisor and complete each assignment. Following the instructions of your supervisor is the surest way for all of us to make progress. Your supervisor wants and expects your best effort on each assignment. Feel free to ask questions or to make suggestions.

#### C. Employment, Induction and Opportunity

##### 1. Equal Employment Opportunity

The District believes that all persons are entitled to equal employment opportunity and will not discriminate against its employees in any aspect of employment or its applicants for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity, physical or mental disability, genetic information, age, or veteran's status.

##### 2. Workplace Harassment and Discrimination

The District is committed to the premise that all employees have a right to work in an environment free from all forms of discrimination and harassment. The District will not tolerate discrimination or harassment of employees by anyone, including any supervisor, manager, co-worker, vendor, client or customer. It is the District's policy to prohibit all harassment and discrimination based on characteristics such as race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status. Regardless of whether the harassment or discrimination qualifies as a violation of the law, discipline may result under this policy. The District strives to ensure that all of its employees enjoy a workplace free of harassment and discrimination.



Sexual harassment includes unwelcome sexual advances, or visual, verbal or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same or opposite sex. Unlawful sexual harassment exists when:

- Submission to the conduct is an explicit or implicit term or condition of employment;
- Submission to or rejection of the conduct is used as the basis for an employment decision; or
- The conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

The following is a partial list of conduct that may be sexual harassment: (1) unwelcome sexual advances, verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes or invitations; (2) making or threatening reprisals after a negative response to sexual advances; (3) visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters; (4) foul or obscene language or gestures and displays of foul or obscene printed or visual materials (i.e., pictures, magazines, videos); and (5) patting, pinching or intentional brushing against another person's body.

Harassment based on race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status or any other characteristic exists when: (1) the conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment; (2) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) the conduct otherwise adversely affects an individual's employment opportunities.

Any employee who experiences or observes prohibited harassment or discrimination by a co-worker, supervisor, customer, contractor or vendor should promptly report the conduct to their supervisor or the Manager. Employees may bypass their supervisor or the Manager if their supervisor or Manager is engaging in the prohibited conduct and report directly to a member of the Board of Commissioners. Supervisors must report to the Manager all harassment or discrimination complaints they receive, and harassment or discrimination they witness or become aware of, even if no employee complains.

The District will promptly investigate complaints of harassment and discrimination. The investigation will be conducted in a timely, impartial manner. Complaints will be kept confidential to the extent possible, consistent with the need to conduct an appropriate investigation and the goal to encourage employees to report harassment and to protect the reputation of any employee alleged to have committed harassment that cannot be substantiated. The investigation may include conferring with all parties and witnesses named by the complainant. Any employee found to have engaged in harassment or discrimination will be subject to discipline, up to and including termination.

The District strictly prohibits retaliation against any person who has, in good faith, opposed harassment or discrimination, has filed a complaint of harassment or

discrimination, or has testified, assisted or participated in any proceeding involving a complaint of harassment or discrimination. Any employee who experiences or observes prohibited retaliatory conduct should immediately report the conduct in the manner described above. Any employee found to have committed such retaliation will be subject to discipline, up to and including termination.

Anyone who knowingly makes a false claim or knowingly provides false information during an investigation will be subject to disciplinary action, up to and including termination.

### 3. Definition of Employee Status

a. **Regular Full-Time Employees** – For purposes of the District’s operations and policies, and all insurance plans unless noted otherwise, “full-time” employees are those who have satisfactorily completed at least three (3) months of continuous employment and who work a minimum 40-hour week and maintain continuous regular employment status. For purposes of the District’s current health insurance plan, full-time employees are those who regularly work more than 29 hours per week. The definition of “full-time” for each insurance benefit is determined by that particular plan. There is no employment contract.

b. **Regular Part-Time Employees** – For purposes of the District’s operations and policies, and all insurance plans unless noted otherwise, “part-time” employees are those employees who work less than a 40-hour week, but in no event less than 20 hours per week, for a minimum of 48 weeks per year. The employee benefits for which regular part-time employees are eligible are discussed in subsequent chapters, but are always subject to the terms of the applicable benefit plan documents.

c. **Part-Time Firefighters** – Firefighters are hired as part-time employees because of the number of hours they are typically scheduled to work.

d. **Temporary Employees** – Any employee hired in any position that is not considered permanent, either as a temporary replacement for a permanent full-time position, or for a position that is temporary. Temporary employees are also at-will employees subject to the contract disclaimer on the first page of this manual, regardless of the intended duration of a temporary assignment.

e. **Nonexempt Employees** – Employees who are nonexempt from minimum wage, overtime, and record-keeping provisions of the Fair Labor Standards Act (Wages/Hour Law) as amended.

f. **Exempt Employees** – Employees who are exempt from the minimum wage and overtime provision of the Fair labor Standards Act (Wage/Hour Law) as amended.

### 4. Probationary Period

New employees must serve a three (3) months probationary period. During this period, the employee’s performance will be observed to determine fit in the position, and the

fitness and ability to carry out the responsibilities of the position. During this time, the employee remains an at-will employee and the probationary period is not a guarantee of employment for three months. During the probationary period an employee may resign without advance notice. Similarly, an employee may be terminated during this period (with or without cause). Upon completion of the probationary period, the employee becomes a regular employee as of the original date of hire.

**D. Hours of Work, Attendance and Absenteeism**

The District will maintain work schedules dictated by its operations that may vary by the employee's position and are subject to change at the District's discretion, and pursuant to applicable laws.

In accordance with the Federal Wage/Hour Law (Fair Labor Standards Act), the District will maintain an accurate accounting of hours worked and will pay 1-1/2 times the regular rate of pay to every nonexempt employee, other than firefighters, who works more than 40 hours in one work week or who works any hours outside the normal work day. The specific overtime policy is spelled out in subsequent paragraphs.

1. Normal Work Week

a. The normal work week consists of forty (40) hours. For record keeping purposes, the work week starts at 12:01 a.m. Wednesday and ends at midnight on Tuesday.

2. Pay Period

The pay period covers two (2) work weeks. It typically consists of ten (10) working days. The normal work day typically consists of eight (8) hours.

a. The normal working hours are 7:30 a.m. to 12:00 noon and 12:30 p.m. to 4:00 p.m. - an elapsed time of eight (8) hours with the normal lunch period consisting of thirty (30) minutes. Employees must take their full 30-minute lunch break without working during that time, unless directly instructed to work by a supervisor. Employees should report all time worked during a lunch break whether instructed to perform the work or not so that the District can correctly pay employees for all time worked.

b. Department supervisors may modify the normal working hours for one or all personnel within their department to accommodate special or job related circumstances provided the employee still works an eight (8) hour day without a detrimental impact on job performance.

c. Part-time firefighters are scheduled for twenty-four (24) hour shifts, with beginning and ending times determined by the Fire Chief, as is standard for fire department employees.

3. Overtime

All nonexempt employees, other than firefighters, will be paid one and one-half (1-1/2) times their hourly rate for all hours worked in excess of forty (40) in any one work week and for all hours worked outside the normal daily schedule. Part-Time Firefighters will be paid one and one-half (1-1/2) times their hourly rate for all hours worked in excess of 106 hours per biweekly pay period. Paid holidays and paid vacation days will be counted as hours worked in computing weekly overtime.

Non-exempt employees should not work more than 40 hours in the workweek unless instructed by, or with the permission of, their supervisor. However, non-exempt employees should record all overtime (time over 40 hours in a workweek) regardless of whether they were instructed or approved to work that time.

Non-exempt employees should not work from home, check e-mails or correspond with other employees related to work, outside of their regular hours unless instructed to by their supervisor, or responding to time-sensitive communications by their supervisor. Unnecessary and unrequested work outside of an employee's regular hours will be paid but is subject to discipline including termination of employment.

4. Holiday Premium

A nonexempt employee who is required to work on an official holiday shall be paid at one and one-half (1-1/2) times his/her hourly rate for all hours worked on the holiday. An exempt employee who is required to work on an official holiday shall be allowed to take the paid holiday on a normal work day provided it does not interfere with the performance of his/her routine duties.

5. Emergency Calls & Weekend Work (other than fire and medical emergencies)

The District must have the necessary personnel available to respond to emergency calls after regular work hours and/or available to work on weekends and holidays. All nonexempt employees, other than firefighters, will be scheduled for this "on-call" duty on a weekly basis. There will be one (1) employee on call for the water system, wastewater collection system and wastewater treatment plant. In addition, a District Supervisor will be available for emergency calls in support to the "on-call" personnel.

a. **Emergency Calls** – Emergency calls, other than fire and medical emergencies, will be handled by the District's after-hours emergency call forwarding system. The call forwarding system will forward the call to the "on-call" employee on duty. The "on-call" employee receiving the call will respond to the emergency. If additional help is needed the "on-call" supervisor will be contacted for assistance and direction.

b. **On-Call Duty** – Employees will be scheduled to be on call for a week at a time. Duty will start at 4:00 p.m. on Monday afternoon and will conclude at 7:30 a.m. on the following Monday morning. An employee will be paid for a predetermined number of hours for routine weekend work such as inspection of the wastewater treatment plant. For emergency calls or non-routine work, an employee will be paid from the time the employee begins response to the time the response ends for the total number of hours worked. An employee will be paid at 1-1/2 times his/her regular pay rate for each hour worked.

- c. **Scheduling** – All hourly paid (nonexempt) District employees, other than some administrative personnel will be scheduled to perform overtime duty. An employee may exchange the duty with another employee only after receiving approval from their supervisor.
- d. **Transportation** – Since it is necessary for the District to have personnel available to respond to emergency calls during nonscheduled work periods, District vehicles may be provided to those personnel required to respond. In no event are District vehicles to be used for personal use.
- e. **Fire and Medical Emergency Calls** – For fires and medical emergencies, firefighters are on duty twenty-four hours per day, and are typically dispatched by Beaufort County 911.

6. Time Sheets

The District intends to pay all employees accurately for all time worked. Employees are responsible for keeping and submitting accurate time sheets. For all hours worked, each hourly employee must enter time daily on a time sheet and complete a bi-weekly review of his/her time sheet and address any questions or errors before submitting it. Time sheets must be initialed by the employee's supervisor. Falsification of any sheet in any way is cause for separation. Employees are also responsible for reviewing their pay stubs to ensure accuracy of their pay and must address any questions or errors in their paychecks immediately with their supervisors. No employee will be retaliated against in any way by the District for asking questions about time records or pay stubs, or correcting any errors found. However, failure to promptly ask questions about or correct pay errors is cause for separation from employment.

7. Tardiness

An employee is expected to be at the work area on time and repeated tardiness regardless of the reason may result in disciplinary action. If an emergency is likely to cause tardiness, the supervisor should be phoned or the District's office should be notified with the expected time of arrival.

8. Absenteeism

When employees are absent, their share of the work must be performed by others - lost time must be controlled. Frequent absences, as determined in the District's sole discretion, constitute an unsatisfactory record, because they involve both dependability and attitude. One who is excessively absent, whether for excused or unexcused absences, simply does not do the work for which the person was hired, and may be disciplined up to and including termination of employment in the District's sole discretion. The attendance and tardiness policy of the District will be consistently applied and will be fairly enforced by the supervisor. All absences will be recorded as either excused or unexcused. Absences falling into the "Excused" category may be given more deference in determining discipline but can still constitute excessive absenteeism.

9. Excused Absence

It will be classified as excused when the absence is due to one of the following reasons:

- a. Personal sickness or injury beyond 3 days which may require proof of illness at the Supervisor's discretion. (see Section F8, subparagraph f)
- b. Industrial injury.
- c. Prearranged absence (a prearranged absence may be granted only when approved by the supervisor based on the ability to fill the job without using overtime or when the assignment does not need to be filled).
- d. Personal leave of absence. (see Section F4, subparagraph c)
- e. Death in immediate family. (see Section F4, subparagraph a)
- f. Jury duty in the Magistrate's Court, State Court or Federal Court for the locality in which the employee resides or works.
- g. In addition, if any absence occurs, which is not covered by any of the above (a-f), but in the opinion of the supervisor is justified and confirmed by the Manager, then the absence warrants being excused.

10. Unexcused Absence

An unexcused absence will be classified as such when the reason or reasons are not covered by the factors listed above.

11. Unreported Absence

An unreported absence may be reason for separation.

**E. Wage & Salary Administration**

1. Basic Wage and Salary Policies

The District will endeavor to maintain wages of its employees at a level that is competitive with wages paid for similar jobs and skills in the local labor market.

2. How Wages and Salaries are Determined

A job performance appraisal for each employee may be made on an annual basis. A new employee may have an appraisal after 3 months employment with the District has been completed; thereafter, the appraisal will be on an annual basis.

3. Cost of Living Adjustments and Merit Pay Salary Increases

The District may adjust employees' wages and salaries based on changes in the cost of living or based on an employee's individual job performance. Wage and salary increases will be considered in the last month of each fiscal year and if warranted and feasible based on the District's finances, will be awarded during the first month of the following fiscal year. Salary increases paid to an employee are at the discretion of management and the Commission. Salary increases may vary from year to year and are not guaranteed every year.

4. Payroll Deductions

- a. Legally required deductions are FICA, FICA Medicare, Federal income tax withholding, and State income tax withholding.
- b. Employer deductions are S.C. Retirement and any other authorized deductions by the employee.
- c. **Salary Deduction Safe Harbor:** The District intends to pay all exempt employees their regular salary by only making proper deductions from their regular salaries. If an exempt employee believes that the District has improperly deducted from employee's salary, the employee should immediately contact the Manager who will review the deductions in question, and will correct any deductions found to be improper by providing for compensation for the improper deductions and taking steps to prevent them in the future.

**F. Employee Benefits**

1. Vacations

Regular full-time employees of the District receive annual vacation leave with pay pursuant to the accrual schedule below. Regular part-time employees will earn vacation time on a pro-rata basis as determined by the Manager. Vacations are meant to be taken and compensation will not be paid for unused vacation days except when an employee resigns with at least two-weeks advanced notice and works the entire notice period to the District's satisfaction unless released sooner by the District.

- a. Regular full-time employees are eligible for:
  - (1) 1.75 hours for each pay period worked, for a maximum of 45.50 hours annually the first year of continuous service.
  - (2) 3.75 hours for each pay period worked for a maximum of 97.50 hours annually, starting with the second year through the 8th year of continuous service.
  - (3) 5.50 hours for each pay period worked, for a maximum of 143 hours annually starting with the 9th year of continuous service.
- b. Vacation credit is accrued from date of hire, but a vacation may not be taken until an employee has completed 6 months of continuous service.
- c. Unused vacation days can be carried from one year to the next but may never be greater than 120 hours. Any hours over 120 will be forfeited at fiscal year end.
- d. A vacation year will start on the day following the last pay period of the fiscal year and end on the last day of the last pay period of the fiscal year. The fiscal year ends June 30.

2. Vacation Scheduling

- a. Supervisors arrange and approve vacation schedules. Supervisors post vacation schedules in their department after approval.
- b. Employees must request time off for vacations from their supervisors 90 days in advance; whether a less advance notice is acceptable is up to the discretion of the supervisor. Any amount of time can be requested up to the total accrued at the time vacation is taken, but the supervisor may refuse any request, particularly those greater than one (1) week (5 working days), if it will adversely affect the operations of the department and subject to department coverage needs if other employees' vacations have already been approved.
- c. Employees are encouraged to take vacations on a schedule which assures that operations are not impeded. In case of conflict of vacation requests before any of the conflicting vacations has already been approved, the employee with the greater service will have the priority.

### 3. Paid Holidays

The District provides paid holidays to give employees of the District an opportunity to spend certain recognized holidays with family and friends.

- a. Regular full-time employees are given days off with pay on the following designated holidays:
  - (1) New Year's Day
  - (2) Martin Luther King, Jr. Day
  - (3) George Washington's Birthday/Presidents Day
  - (4) National Memorial Day
  - (5) Independence Day
  - (6) Labor Day
  - (7) Veterans Day
  - (8) Thanksgiving Day
  - (9) Day after Thanksgiving
  - (10) Christmas Eve
  - (11) Christmas Day
  - (12) One additional holiday associated with either Christmas or New Year's according to the following schedule:
    - (a) If Christmas/New Year's is celebrated on Monday, the extra holiday will be the following day, Tuesday.
    - (b) If Christmas/New Year's is celebrated on Tuesday, the extra holiday will be the day before it, Monday.
    - (c) If Christmas/New Year's is celebrated on Wednesday, the extra holiday will be either the day before or the day after.
    - (d) If Christmas/New Year's is celebrated on Thursday, the extra holiday will be the following day, Friday.
    - (e) If Christmas/New Year's is celebrated on Friday, the extra holiday will be on the day before, Thursday.



b. Not all regular full-time employees of a department may take the same holiday provided under (12) above unless previously scheduled and approved by the District Manager.

c. All employees are expected to work on the day before and the day after each holiday. They may take such days as vacation days with approval in advance from their supervisor.

d. For each paid holiday, each regular full-time employee shall receive a holiday allowance equal to his/her normal pay for one eight-hour work day.

e. Nonexempt, part-time firefighters, will be paid one and one-half (1-1/2) times their hourly rate for all hours worked on the following designated holidays:

- (1) New Year's Day
- (2) Easter Sunday
- (3) Memorial Day
- (4) Independence Day
- (5) Labor Day
- (6) Thanksgiving Day
- (7) Christmas Day

f. Holidays falling on nonworking days - a holiday falling on Saturday is typically observed on Friday. A holiday falling on Sunday is typically observed on Monday. Management shall determine which day the holiday will be observed.

#### 4. Personal Leaves of Absence

a. **Funeral Leave** – Regular full-time employees shall be granted paid leave without loss of vacation or sick leave for the following: death of husband, wife, child, mother, father, brother, sister, step-parent, or in-laws. The amount of time taken shall be up to the discretion of the supervisor.

b. **Administrative Leave** – Regular full-time employees may be granted administrative leave with pay for a reasonable length of time for emergencies at the discretion of the superintendent and/or the District Manager. The District may place any parameters governing the length and use of approved administrative leave it deems appropriate and an employee's failure to comply with those parameters may be subject to loss of the leave and/or discipline up to and including termination of employment.

c. **Leave Without Pay** – The Commissioners, upon recommendation from the Manager, may grant an emergency leave without pay (and benefits pursuant to the applicable benefits plans) for a period not to exceed one year. The District may place any parameters governing the length and use of leave without pay it deems appropriate and an employee's failure to comply with those parameters may be subject to loss of the leave and/or discipline up to and including termination of employment.

## 5. Military Leaves of Absence

All regular full-time employees who are members of the S. C. National Guard or any reserve unit of the U. S. Armed Forces shall be entitled to military leave without loss of pay or any other benefit up to 15 working days (including Saturdays, Sundays, and holidays if they are regularly scheduled work days) in any one calendar year so that they may participate in training or other such duties ordered by the appropriate military authority, and up to an additional 30 days for required service for an emergency including service in a combat zone. To prevent any loss of pay for these absences, the District will pay the difference between the salary earned while on duty and the regular salary earned for the normal work performed for the District, as allowed by law.

Employees in the Armed Forces of the United States or any compulsory service to the federal government for national defense are entitled to an unpaid leave of absence for the length of service plus 90 days after service ends, up to five years from the date of entry into the service. Additional military leave, if granted, shall be charged against the employee's accrued annual leave. Otherwise, it shall be charged as leave without pay. An employee going on military leave must present a copy of his orders to his Supervisor not more than 3 days after receiving them. In addition to these leave rights, employees serving in the Armed Forces, the Army National Guard, or the Air National Guard may have additional rights related to leave for their military service. Employees must communicate their need for leave due to these types of military service so that the District's Manager can address potentially available rights and responsibilities.

## 6. Family Leave

The District offers unpaid leave related to childbirth, adoption, and placement of children into foster care. Employees who are pregnant, or whose spouse or partner is pregnant, may take Family Leave for the birth, pre-natal or post-natal medical care, and time bonding with the child immediately after the birth. Employees who are adopting a child or who are receiving a child into their foster care may take Family Leave for time attending necessary appointments prior to the adoption or placement, time formalizing the adoption or placement, and time bonding with the child(ren) after adoption or placement.

- a. Employees must have been employed for at least six continuous months and must have a covered reason for the leave to be eligible for Family Leave. Eligible employees may take up to eight weeks of unpaid Family Leave upon approval of the District Manager per rolling backward 12-month period. The rolling backward 12-month period will look back 12 months from the time leave is needed to determine how much of the Family Leave has been used in that time period and therefore how much is available for use.
- b. Employees must request Family Leave, directed to the District Manager, and the request should be made at least 90 days prior to the first date leave is needed, when possible. Employees must promptly provide all information requested by the District in order to evaluate their request for leave.
- c. Family Leave taken after the birth or placement of a child should be taken on a continuous basis and in whole week increments and will only be approved

for continuous leave in most cases. Leave taken prior to the birth or placement of a child should only be taken for legitimate reasons and the District may require explanation and/or documentation of any need for Family Leave. Family Leave taken for reasons other than bonding after birth or placement must be taken in no less than half-day increments. Therefore, an absence lasting four or fewer hours will count as a half-day of Family Leave and an absence of four or more hours will count as a whole day used. A Family Leave week consists of five non-continuous work days.

d. Employees on Family Leave must promptly respond to all communications from the District and may be required to confirm their intent to return to work at the end of the scheduled leave. Employees who have medical conditions related to their own pregnancy or childbirth may be required to provide medical certification of their fitness for duty before being allowed to return to work.

## 7. Family and Medical Leave Policy

The District is covered by the Family and Medical Leave Act of 1993 (FMLA) because of its status as a special purpose district created pursuant to state statute. The FMLA provides for unpaid, job-protected leave to eligible employees in certain circumstances. However, employees are only eligible for leave under the FMLA if they work at a worksite within 75 miles of 50 or more employees. Therefore, no District employee will be eligible for the FMLA. Employees should ask the Manager any questions regarding the FMLA.

## 8. Jury Duty and Civic Duty Leaves of Absence

a. **Pay Arrangements** – All full-time employees complying with a summons for jury duty shall be entitled to civil leave with pay for the period of absence required. An employee shall be entitled to all fees received as a juror. All employees subpoenaed or ordered to attend court to appear as a witness or to testify in some official capacity on behalf of the District, Town, County, State or the Federal Government shall be considered working during the time of appearance and shall be paid accordingly.

b. **Obligations and Procedures for Employees** – An employee summoned for jury duty must present a copy of the request or court order to his/her Supervisor not more than 3 days after receiving them. When employees are dismissed from jury service, either for the day, or for the remaining period of the summons, they must immediately contact their supervisor for instructions on when to report to work.

## 9. Sick Leave

The District will provide sick leave with compensation to all regular full-time employees whose absence from work is a result of personal illness or injury. Sick leave days will be accumulated on a pay-period basis and limits will be placed on total number of days that can be taken within a year.

The purpose of sick leave is to provide a benefit to employees to help minimize the monetary loss resulting from absences from work due to personal illness or injury.

- a. An employee will accrue sick leave days at the rate of 2.00 hours per pay period for a total of 52.00 hours per year.
- b. Sick leave may be taken because of an employee's illness or non-work related injury, or that of an immediate family member (spouse, child, foster child, step-child, parent, step-parent), including doctor or dentist visits. Employees must notify their supervisor in advance and otherwise as soon as possible of the need to use sick leave. Sick leave is not automatically granted upon request but must be approved in each instance, including the length of sick leave needed, and additional parameters governing the employee's use of sick leave. An employee's failure to comply with the District's parameters placed on the leave may result in discipline up to and including termination of employment.
- c. Sick leave may be taken only to the extent of total hours accrued. If no sick time has been accrued or the needed time exceeds the available accrual then accrued vacation time must be taken or leave without pay.
- d. A maximum of 520 hours of sick leave can be accrued. Any hours accrued over 520 will be forfeited. Once sick leave has been used reducing the accrual below 520 hours, then sick time accrual will begin again.
- e. Computation of pay for sick leave taken for non-exempt employees will be based on the regular straight time rate in effect at the time the employee takes sick leave, and for exempt employees will be based on the employee's salary per pay period divided by the regularly scheduled hours (40-hour work week).
- f. Proof of illness may be required at the Supervisor's discretion. Such proof will be in the form of a written statement by the attending healthcare provider stating the length of the illness or injury requiring sick leave and the inability of the employee to perform assigned job duties during that period.
- g. If proof of illness is not furnished when requested, an employee will forfeit the right to be paid for the sick leave.
- h. Times when sick leave is not in effect are:
  - (1) Days on which an employee is not scheduled to work.
  - (2) Days on which the employee is taking paid vacation.
  - (3) Days on which an employee is on an authorized leave of absence from work.
- i. Sick leave is in no instance to be substituted for paid vacation and if this is found to be abused, it could be grounds for termination.

10. Group Insurance Policies

The following are brief descriptions of group insurance benefits offered at the time this Manual was issued. These descriptions are not intended to be complete descriptions of the terms or benefits of the group policies offered by the District. You should see the Manager or Benefits Administrator for complete and up to date information about group benefit offerings that can only be provided through the benefits plan documents.

a. **Group Life Insurance** – Each full-time employee receives group term life insurance at no expense to the employee in the amount of 1 times the annual salary coverage from the South Carolina State Retirement System. The District also provides each employee, through the South Carolina Employee Insurance Program at no cost to the employee, term life insurance in the amount of 3 times the employee's annual salary, not to exceed \$220,000 (rounded down to the nearest \$10,000) and term life insurance for the employee's spouse, not to exceed \$20,000.

b. **Group Medical and Major Medical Insurance** – As a participant in the South Carolina Employee Insurance Program, the District provides medical, major medical, and basic dental insurance for full-time employees. All premiums for the Standard State Health Plan for the individual employees' and their families' coverage are paid by the District except the tobacco-use surcharge. An employee may elect to participate in other available plans instead of the Standard Plan, but the employee shall be required to pay the employee's portion of the premium. Specifics on the available plans are available in the Insurance Benefits Guide published annually by the South Carolina Employee Insurance Program.

c. **Group Disability Insurance** – Supplemental long term disability insurance will be provided to full-time employees through the South Carolina Employee Insurance Program with the 90-day waiting period to be self-insured by the District for all employees.

d. **Additional Insurance Coverage** – Full-time employees may, at their own expense, participate in additional insurance programs offered by the South Carolina Employee Insurance Program such as long term care insurance and the MoneyPlu\$ flexible benefits program. The District will pay the administrative fee for employees participating in the MoneyPlu\$ flexible benefits program.

#### 11. Post-Employment Benefits

Post-employment benefits are described in the District's Post-Employment Benefit Policy and are subject to change at the discretion of the District.

### G. **Safety, Security & Operating Regulations**

#### 1. Health & Safety Check List

It is the policy of the District to provide safe and healthful working conditions consistent with the standards of the Occupational Safety and Health Act. The District's operation will continually be conducted on the principle that "our work is never so urgent or important that we cannot take time to do it safely." Unsafe work habits will not be

tolerated. Violators will be disciplined which may include termination depending upon the nature of the violation.

If an employee is injured on the job, the employee must report the injury immediately to the supervisor. The District will not retaliate against employees for reporting on-the-job injuries or honest concerns about unsafe working conditions. The supervisor is responsible for ensuring adequate first-aid treatment and acquiring professional medical help if necessary. The supervisor, if necessary, will have the injured party transported to the Beaufort Memorial Hospital Emergency Room or summons an ambulance for transportation to the hospital.

It is the responsibility of the supervisor to insure that employees carefully follow safety regulations.

The supervisor provides complete instructions to employees covering safe working methods and any special equipment required to protect employees from particular hazards. It is the obligation of each employee to observe the safety regulations, to use the safety equipment provided him/her and to practice safety at all times.

## 2. Physical Examinations

a. **Employment** – All prospective regular employees of the District may be required to submit to a physical examination by a qualified physician after an offer of employment has been made and before the employee begins work. The examination, **which shall include a pre-employment drug screening**, will be conducted prior to the commencement of employment. The District will schedule and pay the cost for the physical examination.

The purpose of the physical examination is to determine if the prospective regular employee is physically able to perform the job for which he/she is being considered. It is also a consideration that the physical condition of the prospective employee shall not endanger the health, safety or well-being of the prospective employee or existing employees.

b. **Special** – Physical examinations may be required of a regular employee when it is job-related and consistent with business necessity, as determined in the District's sole discretion, such as when it is necessary to determine whether an employee is physically or mentally fit for duty. Such examination will be at the expense of the District.

## H. **Social Media Policy**

The District understands that employees will use social media and does not discourage employees from doing so.

For this policy, "social media" includes all platforms for communicating with an audience, including communications made in any online or web-based forum, through an electronic application "app," or otherwise, regardless of the permanence of such communications, and regardless of whether those communications are made via a public or private setting ("posts"). Posts include all forms of communications, such as written or recorded

statements, hashtags, pictures, videos, etc. Social media includes all posts by employees regardless of whether they were made on personal (non-work) time and made using personal (non-work) devices.

The District may review employees' public posts, and private posts made available to the District through any source.

Employees' use of social media must meet the following guidelines. Violation of any one of these guidelines may result in discipline, in the District's discretion, up to and including termination of employment.

Social media guidelines:

- Employees' use of social media must not violate any of the District's policies, specifically including its discrimination and harassment policy, and employee code of conduct, as determined by the District in its sole discretion.
- Employees' use of social media must not have the potential to unreasonably interfere with the District's operations or work relationships.
- Employees may not share any trade secret or confidential information, including customer information, related to their work for the District on social media.
- Employees are not to view or post on social media during work time or using the District's devices, unless part of employees' approved work duties, or unless on a District-owned cell phone on non-work time.
- Employees may not post on their personal or the District's social media accounts as a representative of the District unless instructed to do so by the District Manager or the Chairman of the Board of Commissioners.
- If employees post to social media about the District, they should identify themselves as employees of the District and include a statement that the post was not made with the authority of, or on behalf of, the Fripp Island Public Service District and represents only the personal views of the maker of the post.

The District encourages employees to communicate work-related issues or problems directly with the District, through a supervisor, the General Manager, or the Board of Commissioners so that those issues/problems can be addressed.

## **I. Use of District IT Systems**

### **1. Acceptable Use**

- You may access, use, or share the District's proprietary information or systems only to the extent it is authorized and necessary to fulfill your assigned job duties.
- The District's proprietary information stored on electronic and computing devices, whether owned by the District or the employee, remains the sole property of the District.
- Employees are responsible for exercising good judgment regarding the reasonableness of personal use of IT Systems. If there is any uncertainty, employees should consult their supervisor.
- Employees must exercise care to safeguard the valuable electronic equipment assigned to them.

- Employees have a responsibility to promptly report the theft, loss, or unauthorized disclosure of the District's proprietary information or assigned electronic equipment.
- For security and network maintenance purposes, the District may monitor or audit equipment, systems, and network traffic at any time.
- Upon termination of employment, the employee must return all company issued equipment and provide all passwords and PIN numbers that may be needed.

## 2. Security and Proprietary Information

- All mobile and computing devices that connect to the internal corporate network must be approved by management or the District's IT professional.
- All computing devices must be secured with a password-protected screensaver with the automatic activation feature set to 15 minutes or less. You must lock the screen or log off when the device is unattended.
- Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malware, and should not open any suspicious e-mail attachment without direction from management or the District's IT professional.
- Download files only from known good sources.

## 3. Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities if approved by management or the District's IT professional. Under no circumstances is an employee authorized to engage in any activity that is illegal under local, state, federal, or international law while utilizing District-owned resources. The lists below are not exhaustive, but an attempt to provide a framework for activities which fall into the category of unacceptable use.

a. **IT System and Network Activities** – Intentionally executing the following activities is strictly prohibited, with no exceptions:

- (1) Installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the District.
- (2) Accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access.
- (3) Viewing, editing, or destroying data, software, or communications belonging to the District or another individual without authorized permission.
- (4) Introduction of malicious programs into the network or servers (e.g., viruses, DoS attacks, etc.).
- (5) Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
- (6) Circumventing security of any device, network, or account including antivirus, web filtering, or mobile device management software.



- (7) Providing confidential, business related information to parties outside of the District.
- (8) Storing business related information on unsecured devices such as flash drives, laptops, or employee-owned cloud storage applications.
- (9) Accessing company resources remotely via unsecured wireless networks (hotels, coffee shops, etc.).

b. **Email and Communication Activities** – When using District IT Systems to access and use the Internet, users must realize they represent the District. The following are prohibited:

- (1) Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- (2) Any form of harassment via IT Systems, such as email, telephone or other, whether through content, language, frequency, or size of messages.

4. Any exception to the policy must be approved by management or the District's IT team in advance.

5. **NON-COMPLIANCE** – Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment, even for a first offense.

## J. **Discipline & Performance Rules**

### 1. Performance Rules

The District requires that employees conduct themselves and complete their job duties professionally, responsibly, safely, timely, with a positive attitude, in compliance with all of the District's policies and procedures, and as directed by their supervisors. Employees' failure to do so may result in disciplinary action up to and including termination of employment for a single occurrence, as determined by the District in its sole discretion. The following list of misconduct is offered as specific examples of the District's conduct and performance requirements to help guide employees, but is not a complete list of misconduct that could result in disciplinary action.

### 2. Disciplinary Procedure

The District can impose any level of discipline, including termination of employment, that it deems necessary for any conduct it deems unacceptable. Imposition of discipline other than termination of employment for any single, or group of offenses, does not guarantee any particular disciplinary action for that employee or any other employee.

#### **Examples of Misconduct:**

- a. Failure to follow oral or written instructions.
- b. Inefficiency or lack of application in the performance of duties.

- c. Careless, negligent or improper use of the District's property or equipment.
- d. Thoughtless conduct which endangers others or results in minor property damage.
- e. Failure to maintain satisfactory and/or harmonious working relations with fellow employees.
- f. Tardiness and unexcused absences.
- g. Failure to use safety equipment or refusal to comply with the Department's safety rules.
- h. Unauthorized sleeping while on duty.
- i. Thoughtless conduct which results in injury to others or in more than minor property damage.
- j. Improper use of leave.
- k. Falsification of records or misrepresentation of material information.
- l. Improper or unauthorized use or disclosure of Commission records or documents.
- m. Causing damage or destruction of equipment or property belonging to the District or to fellow workers or to the public.
- n. Abusive language or actions toward fellow workers, customers, or supervisors.
- o. Using alcohol or illegal drugs on the job or to be under the influence of either while on the job.
- p. Causing the District to violate any State or Federal regulation
- q. Violation of any District policy or procedure.

#### **K. Unqualified Employee**

Any employee who is unable to do the job adequately because of loss of a necessary license, or the inability to obtain a license or other legal requirement is subject to termination. Licenses may consist of drivers, or water and/or wastewater, or any other required license.

#### **L. Grievances**

The District wants all employees to be fully informed on all policies and procedures affecting them and has established a procedure to provide employees an opportunity to express opinions and/or to discuss their complaints and misunderstandings with supervisors and management at all levels.

The policy for grievances, suggestions and complaints is to have a clear and open channel for the expression of employee suggestions and complaints. Each employee is encouraged to talk with the supervisor about any problem, complaint, or suggestion that might arise concerning the employee's work.

##### **1. Procedures:**

- a. The employee may talk about a problem or suggestion with the immediate supervisor and the supervisor will take the opportunity to act on the suggestion or to settle the complaint if warranted.

b. If the employee is not fully satisfied with the supervisor's decision, or if there is any uncertainty in the employee's mind, the employee is at liberty to take the problem to the Manager. When an employee's complaint moves beyond the immediate supervisor, the complaint will be reduced to writing to mutually establish the facts and issues. This will assure those to whom the case is appealed that they are considering the same problem that was presented to the immediate supervisor.

c. If the complaint or suggestion is still not settled to the employee's satisfaction after being addressed by the Manager, the employee has the right to ask for a review by the Grievance Committee comprised of the Manager, the Chairman of the Commission, and another member of the Commission chosen by the Chairman. Any decision by the Grievance Committee is the final decision of the District and will conclude the matter.

## **M. Separation of Employment**

### **1. Resignations**

An employee is expected to give the supervisor at least two (2) weeks notice in writing. If proper notice is given and worked by the employee (unless excused before the end of the notice period by the District), then accrued vacation time will be paid at time of resignation; however, accrued sick leave will not be paid.

### **2. Termination of Employment by the District**

A regular statement of reasons for the dismissal shall be submitted to the District's Manager. Employees may be provided a document with the reasons for termination of their employment by the District. Employees will be allowed to reply in writing within five (5) working days of notice of termination of employment. Termination of Employment by the District will prevent the employee from being eligible for re-hire unless an exception is made in unusual circumstances by the Manager.

### **3. Exit Interviews**

The Manager may conduct an exit interview with each employee who is leaving the employment of the District. An employee must have surrendered any District property or materials assigned him and will have completed all other separation actions and procedures.

## 2022 Mill Value Comparison

Beaufort County Assessor's office did not provide estimated property values for taxing Districts in Beaufort County until June, and the FIPSD did not receive its updated mill value until July 1st. The FY2022 budget was created using the mill value from last year. The updated mill value provided on July 1st is lower than last year's value, resulting in a small budget shortfall. The mill value provided by Beaufort County this year does not contain the level of detail provided in previous years, so it is possible it may be a low estimate.

Budget	Millage	Old Mill Value	Rev Mill Value	Deficit	
		\$47,224	\$46,758	(\$466)	
		Tax Revenue	Tax Revenue		
Erosion/Bridge	2.7	\$127,505	\$126,247	(\$1,258)	
Fire Department	12.1	\$571,410	\$565,772	(\$5,639)	
Debt Service	17	\$802,808	\$794,886	(\$7,922)	
Total	31.8	\$1,501,723	\$1,486,904	(\$14,819)	1%

1. Erosion/Bridge has \$530,000 in unrestricted reserves for any type of emergency or necessity
2. The Fire Department budget includes a \$50,000 reserve for unexpected expenses
3. The debt service fund has a small cushion of \$8,000 in the current year budget and the budget includes sufficient reserves to make debt service payments through December 31, 2022.  
There are also remaining funds in the Revetment and Bridge construction bank accounts that could be used to pay debt service if necessary.
4. In any year **following** a year in which there is a budget shortfall, the District can impose millage to correct the deficiency of the prior year, by a two-thirds vote of the Commission.

To revise the millage, the District would be required to hold another public hearing before revising the millage and adopting an amended budget. The public hearing has to be advertised at least fifteen days prior to the public hearing. The auditor has been asked to provide a final deadline by which he needs to receive the District's millage rates. Historically, this deadline has been near the end of August.

Management does not recommend that the Commission amend the budget and adopt new millage rates at this time, due to the continuing uncertainty of Beaufort County's valuation, the lengthy process by which any revision must be done, and the ability to pull funds from reserves if it becomes necessary.

Market: Jacksonville  
Site#: T-Mobile 9SA0971A/Sprint AT03AW112

**THIRD AMENDMENT TO TOWER ATTACHMENT LEASE AGREEMENT**

THIS THIRD AMENDMENT TO TOWER ATTACHMENT LEASE AGREEMENT ("Amendment") is made and entered into by and between Fripp Island Public Service District, ("Lessor"), and T-Mobile South LLC, a Delaware limited liability company, successor in interest to Powertel/Atlanta, Inc. ("Lessee") (collectively, the "Parties").

Recitals

The parties hereto recite, declare, and agree as follows:

A. Lessor and Lessee (or as applicable, their respective predecessors in interest) entered into a Tower Attachment Lease Agreement dated May 27, 1998 (including any prior amendments, the "Lease"), with respect to Premises located at Fripp Island, Beaufort County, South Carolina.

B. Lessor and Lessee desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Lessee covenant and agree as follows:

1. Effective as of the date that Lessee begins construction on the Premises (which date Lessee shall notify Lessor of in writing and obtain NTP approval), "Revised Exhibit B" and "Exhibit C" to the Second Amendment to Tower Attachment Lease Agreement shall be deleted in their entirety and replaced with the attached "Exhibit B-2" and "Exhibit C-2", which are incorporated herein by this reference.
2. Rent. The Rent shall increase as of the first day of the month following the date that Lessee begins construction on the Premises by Five Thousand Seven Dollars and 19/100 Dollars (\$5007.19) annually, prorated monthly. The total annual rent shall be Thirty-Six Thousand and 00/100 Dollars, (\$36,000) which is equal to One Thousand and 00/100 (\$1,000) per post utilized on the corral mount per month. Per this Third Amendment, Lessee will occupy three (3) posts. The Rent shall increase three percent (3%) annually thereafter. Section 5.1 of the Lease is deleted.
3. Renewal. Upon the expiration of the Lease, Lessee shall have the option to renew the Lease for two (2) additional periods of five (5) years each. In the event the Lessee desires to renew this Lease for the next renewal term, the Lessee shall provide the Lessor with not less than six (6) months prior written notice of the Lessee's intent to renew such lease.
4. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter, or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.
5. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third-party consent or approval is required, Lessor has obtained any and all such consents or approvals.

Market: Jacksonville  
Site#: T-Mobile 9SA0971A/Sprint AT03AW112

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

**LESSOR:**  
**Fripp Island Public Service District**

**LESSEE:**  
**T-Mobile South LLC**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Market: Jacksonville

Site#: T-Mobile 9SA0971A/Sprint AT03AW112

**Exhibit B-2**

**See Attached Site Plans**

**[TO BE INSERTED UPON COMPLETION]**

Market: Jacksonville  
Site#: T-Mobile 9SA0971A/Sprint AT03AW112

**Exhibit C-2**

**Corral Mounted Equipment at 135' (Posts 4, 12 and 16)**

- (2) FFVV-65C-R3-V1 Antennas (Installed on Post 4 and Post 12)
- (2) Ericsson 4480 Remote Radio Units (mounted behind Antenna on Post 4 and Post 12)
- (2) Ericsson 4460 Remote Radio Units (mounted behind Antenna on Post 4 and Post 12)
- (1) Microwave Dish/ (1) ODU/ (1) Coax Cable (Installed on Post 16)
- (3) 1.996" Ericsson Hybrid Cables
- (9) Coax Cables (Reserved)
- (6) TMA TMA's (Reserved)
- (2) COVPs (Reserved)