

STATE OF SOUTH CAROLINA  
STATE ETHICS COMMISSION

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FOR COMMISSION USE ONLY:

CASE NUMBER

C 2020-010

COMPLAINT FORM

COMPLAINANT: Kirksey Koon

RESPONDENT: Scott Cain

ADDRESS: [REDACTED]

ADDRESS: [REDACTED]

TELEPHONE NUMBER: [REDACTED]

TELEPHONE NUMBER: [REDACTED]

TITLE: Council Vice Chairman

TITLE: Councilman

Set forth in detail specific facts upon which you based your complaint against above-named respondent (only detailed, clear factual allegations will be considered. If additional space is needed, attach supplemental sheets).

I am filing this complaint because of information contained in Emails that I have attached to this form. The Emails are dated March 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup> 2020. It appears that, Council member Scott Cain, while serving as Chairman of the Public Works Committee (that oversees the Airport owned by Newberry County) stored personal property in a plane hanger. He did this without a Lease or Rental Agreement, required by Newberry County. This was done after being told not to by Newberry Public Works Director, Mike Pisano, and County Administrator, Wayne Adams. He offered to pay the Hanger Rental fee, only after being caught using it.

All investigations, inquiries, hearings, and accompanying documents must remain confidential unless respondent waives the right to confidentiality. If there is a finding of probable cause, the following documents become public record: the complaint, the response (if any) by respondent, and the notice of hearing. If a hearing is to be held, the final order and all exhibits become public record. If no hearing is held following a finding of probable cause, the final disposition of the matter becomes public record. The willful release of confidential information is a misdemeanor, and any person releasing such confidential information, upon conviction, must be fined not more than one thousand dollars (\$1,000) or imprisoned not more than one year. Section 8-13-320(10)(g).

STATE OF SOUTH CAROLINA  
COUNTY OF Richland

Personally appeared before me Kirksey Koon who, first being duly sworn, says that he/she has read and knows the contents of the above complaint and that the allegations contained therein, are true and correct to the best of his/her own knowledge, except for those matters therein based upon information and belief, and as to those he/she believes them to be true.

Sworn to and subscribed before me this

16 day of March 2020

[REDACTED SIGNATURE]  
Complainant Signature

Notary Public for South Carolina

My Commission expires 10-23-22

SEC-7 (Revised 8/2019)

REPLY TO: 201 Executive Center Drive, Suite 150, Columbia, South Carolina 29210 (803)253-4192  
FAXED COPIES WILL NOT BE ACCEPTED

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STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )  
IN THE MATTER OF: )  
COMPLAINT C2020-010 )  
Kirksey Koon, )  
Complainant, )  
Scott Cain, )  
Respondent. )

BEFORE THE STATE ETHICS COMMISSION

**CONSENT ORDER**

This matter comes before the South Carolina State Ethics Commission (Commission) by way of a complaint filed on March 18, 2020. Pursuant to Section 8-13-320(10)(i) of the South Carolina Ethics, Government Accountability, and Campaign Reform Act (Ethics Act), the Complaint against Scott Cain (Respondent) was considered by the Commission and probable cause was found to warrant an evidentiary hearing. Prior to the call of the case, Respondent agreed to the following:

**STATEMENTS OF FACT**

1. At all times relevant, Respondent served on the Newberry County (County) Council (Council).
2. At all times relevant, Clamp Aero Service, LLC (Clamp Aero) was an airplane maintenance business located at the Newberry County Airport (Airport), which is owned and operated by Bill Clamp and his son Todd Clamp.<sup>1</sup>
3. For many years, Clamp Aero owned and operated as part of their business two (2) airplane hangars (Hangar A and Hangar B) at the Airport.
4. On April 27, 2015, the County purchased Hangars A and B from Clamp Aero. However, according to Todd Clamp, there was a “gentleman’s agreement” between Clamp Aero and the County whereby Clamp Aero would continue to operate its business out of the hangars. Under

<sup>1</sup> Commission Investigators interviewed Todd Clamp, but Bill Clamp was unavailable to interview.

this “gentleman’s agreement,” Clamp Aero could continue to use Hangar A as its primary business site and Hangar B as an overflow area for its customers’ airplanes whenever the need arose, provided Clamp Aero continued to operate an aircraft maintenance facility and pay the utility bills for the hangars.

5. In January 2018, Respondent purchased a 1969 Cessna 172K airplane from an individual named Tommy Amick. With his purchase of the airplane, Respondent received hangar space Amick had previously been renting from the County through June 2018. This hangar space was located at the opposite end of the Airport from where Clamp Aero was situated.
6. According to Respondent, he purchased the airplane with the understanding that it would require significant and ongoing repair work and maintenance, due to the age of the airplane and the difficulty in finding parts, among other factors.
7. Beginning in April 2018, Respondent hired Clamp Aero to service his airplane.
8. According to Respondent, the distance between his hangar space rented from the County and Clamp Aero made it logistically difficult for Clamp Aero to service the airplane. In order to service the plane, Clamp Aero either had to transport its tools to the opposite end of the Airport or Respondent had to move his plane to Clamp Aero.
9. From in or around April 2018 until the end of June 2018, Respondent’s airplane was kept in Hangar B when Clamp Aero was actively working on it, and otherwise it was kept in the hangar space Amick rented from the County. According to Respondent, Bill Clamp asked Respondent to place his airplane in Hangar B to make it easier to work on the plane on an ongoing basis as the parts were delivered.
10. At the end of June 2018, Mr. Amick’s lease of the hangar space expired. After this time, Respondent’s airplane remained in Hangar B until August of 2019, apart from the month of

December 2018, when it was taken to another facility for additional repairs and upgrades. According to Todd Clamp, Clamp Aero provided periodic service to Respondent's airplane over the course of days and/or weeks during this time period, but was unable to recall with certainty when these repairs occurred.

11. On August 13, 2019, County Administrator Wayne Adams raised Respondent's use of Hangar B during an unrelated disagreement with Respondent. According to Adams, Respondent in or around April 2018 inquired to Mr. Adams about renting or paying the County for the hangar space, and Mr. Adams advised Respondent that Hangar B was not for rent. Respondent agrees that a conversation about him paying the County for use of Hangar B took place, but disputes the substance of this conversation. According to Respondent, when he inquired to Mr. Adams about paying for the hangar space, Adams essentially told Respondent "not to worry about it."
12. Later in the afternoon on August 13, 2019, Respondent removed his airplane from Hangar B.
13. On August 14, 2019, Respondent paid the County \$2,550.00 as rent for the months his airplane was stored in Hangar B.

### **CONCLUSIONS OF LAW**

Based upon the Statements of Facts, the Commission concludes, as a matter of law:

1. At all times relevant, Respondent was a public official, as defined by Section 8-13-100(27).  
Therefore, the Commission has personal and subject matter jurisdiction.
2. Section 8-13-700(A) provides, in relevant part:  

No public official ... may knowingly use his official office ... to obtain an economic interest for himself ... This prohibition does not extend to the incidental use of public materials, personnel, or equipment, subject to or available for a public official's, public member's, or public employee's use that does not result in additional public expense.
3. Section 8-13-130 allows the Commission to "levy an enforcement or administrative fee on a

person who is in violation of any provision of the Ethics Act.”

4. Section 8-13-320(10)(i)(i) allows the Commission to require payment of a civil penalty of up to two thousand dollars for each violation of the Ethics Act.

#### **DISCUSSION**

On December 3, 2020, the Commission found probable cause to charge Respondent with one (1) count of violating Section 8-13-700(A) for using his position on Council to store his airplane in a County-owned hangar at the Airport.

Respondent principally objected to the probable cause finding on the basis that he did not use his official position on Newberry County Council to obtain an economic interest in free airplane hangar space in violation of Section 8-13-700(A). Respondent has acknowledged that he stored his personal airplane in Hangar B, but maintains that his access to Hangar B was given only because of his status as a customer of Clamp Aero, not through use of his public position. Nevertheless, the Commission’s position is that this matter should proceed to a hearing, and Respondent concedes that the Commission will more likely than not rule against him if this matter does proceed to a hearing. Therefore, to resolve this matter and avoid the cost and uncertainty of proceeding to a hearing, Respondent consents to the issuance of a public warning and the payment of an administrative fee.

#### **DISPOSITION**

The Commission hereby finds Respondent Scott Cain in violation of one (1) count of Section 8-13-700(A) and hereby adopts the Statements of Facts, Conclusions of Law, Discussion, and Disposition as agreed upon by the Respondent.

THEREFORE, the Commission hereby issues this public warning to Respondent for violation of the Ethics Act;

AND orders Respondent to pay to the Commission, within thirty (30) days, an administrative fee of \$500.

AND IT IS ORDERED THIS 30<sup>th</sup> DAY OF March, 2024.

STATE ETHICS COMMISSION



SCOTT E. FRICK, CHAIR



SCOTT CAIN  
RESPONDENT



MICHAEL R. BURCHSTEAD  
RESPONDENT'S ATTORNEY