

A G E N D A
OCONEE COUNTY COUNCIL MEETING
TUESDAY, DECEMBER 21, 1999
3:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 SOUTH PINE STREET
WALHALLA, SC 29691

1. Call to Order
2. Invocation
3. Public Hearing to Receive Written and/or Oral Comments Regarding Ordinance 99-17, "AN ORDINANCE AUTHORIZING (1) A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY") AND AMOCO FABRICS & FIBERS COMPANY (THE "COMPANY") PURSUANT TO WHICH THE COMPANY WILL PAY CERTAIN FEES IN LIEU OF AD VALOREM TAXES; (2) SPECIAL SOURCE CREDITS EACH YEAR FOR 10 YEARS IN AN AMOUNT EQUAL TO 35% OF THE FEES IN LIEU OF TAXES; (3) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL PARK TO BE MADE AVAILABLE TO THE COMPANY; AND (4) OTHER MATTERS RELATING TO THE FOREGOING"
4. Third & Final Reading of Ordinance 99-17 (Titled Above)
5. Public Hearing to Receive Written and/or Oral Comments Regarding Ordinance 99-18, "AN ORDINANCE TO AMEND THE JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, DATED MAY 4, 1998 AND AMENDED ON DECEMBER 7, 1998; SUCH INDUSTRIAL/BUSINESS PARK BEING GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170 ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX TO THE COUNTIES AND RELEVANT TAXING ENTITIES; AND, TO PROVIDE THAT TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR INDUSTRIES LOCATING IN SAID PARK, AND TO PERMIT A USER FEE IN LIEU OF AD VALOREM TAXATION"
6. Third & Final Reading of Ordinance 99-18 (Titled Above)
7. Public Comment Session not to Extend Beyond Thirty Minutes
8. Approval of Minutes

9. Consideration of Request to Purchase Special Utility Vehicle for Crime Scene Technician – Sheriff James Singleton
10. Consideration of Request to Use Surplus 911 Funds for Additional Dispatch Phone Lines & Enhanced Caller Identification – Chief Deputy Steve Pruitt & Communications Director John Murray
11. Update on Motor Vehicle Tax Credit for Year 2000 – Mr. Kenneth F. Williams, Auditor
12. Consideration of Approval of State Library Grant Application in the Amount of \$1,500 for the Purpose of the Library Systems Manager to Attend Conference
13. Consideration of Bids for Scrap Metal for Sale – Ms. Marianne Dillard, Purchasing Agent
14. First Reading of Ordinance 99-19, “AN ORDINANCE AMENDING ORDINANCE 99-16 PROVIDING FOR THE TRANSFER OF FUNDS NOT TO EXCEED \$1,500,000 FROM THE FUND BALANCE ACCOUNT OF OCONEE COUNTY, SOUTH CAROLINA FOR THE CONSTRUCTION OF FORTY-TWO (42) “T” HANGARS AND THREE (3) CORPORATE HANGARS AT THE OCONEE COUNTY REGIONAL AIRPORT AND OTHER MATTERS RELATING THERETO”
15. Old Business
16. New Business
17. Adjourn

There will be an administrative briefing for the purpose of discussing legal, contractual and personnel matters thirty minutes before the Council Meeting

The Oconee Purchasing, Contracting, Real Estate, Building & Grounds Committee will meet Monday, December 20, 1999 at 8:30 AM in Council Chambers for the purpose of discussing the proposed hangars at the airport. All members of Council are urged to attend this committee meeting and discussion regarding a lease for the house at the airport.

The Oconee County Roads & Transportation Committee will meet Tuesday, December 21, 1999 at 2:30 PM in Council Chambers for the purpose of discussing a recommendation regarding the roadways reviewed December 7, 1999.

MEMBERS, OCONEE COUNTY COUNCIL

Mr. Tim O. Hall, District I Mr. J. Harold Thomas, District II
Mr. Harry R. Hamilton, District III Mrs. Ann H. Hughes, District IV
Mr. Charles R. "Chuck" Timms, District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, December 21, 1999 at 3:00 PM in Council Chambers with all Council Members and the County Attorney present.

Press:

Members of the press notified (by mail): Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, The Times Upstate, WGOG Radio, WSNW Radio, WCCP Radio, WPEK Radio, Northland Cablevision, WYFF TV, WSPA TV & WLOS TV.

Members of the press present: Dick Mangrum – WGOG Radio, Dave Williams – Anderson Independent, Brian Fulkerson – Journal/Tribune & Northland Cable.

Call to Order:

The meeting was called to order by Supervisor-Chairman Orr who welcomed those present.

Invocation:

Mr. Thomas gave the invocation.

Public Hearing Ordinance 99-17:

First on the agenda was a public hearing to receive written and/or oral comments regarding Ordinance 99-17, AN ORDINANCE AUTHORIZING (1) A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY") AND AMOCO FABRICS & FIBERS COMPANY (THE "COMPANY") PURSUANT TO WHICH THE COMPANY WILL PAY CERTAIN FEES IN LIEU OF AD VALOREM TAXES; (2) SPECIAL SOURCE CREDITS EACH YEAR FOR 10 YEARS IN AN AMOUNT EQUAL TO 35% OF THE FEES IN LIEU OF TAXES; (3) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL PARK TO BE MADE AVAILABLE TO THE COMPANY AND (4) OTHER MATTERS RELATING TO THE FOREGOING".

To Mr. Kenneth F. Williams, County Auditor's inquiry, Mr. Al Robinson, Bond Counsel, informed those present that the 35% referred to in the title of the ordinance is the investment, not the fee in lieu.

There was no one else present with written and/or oral comments regarding this Ordinance.

Mr. Thomas made a motion, seconded by Mr. Hall, approved 5 – 0 that the ordinance and fee in lieu of tax agreement (referenced above) be amended as explained by Mr. Robinson and as delineated on the attached.

Mrs. Hughes made a motion, seconded by Mr. Hall, approved 5 – 0 that Ordinance 99-17 (titled above) be adopted on third and final reading.

Public Hearing Ordinance 99-18:

Next on the agenda was a public hearing regarding Ordinance 99-18, "AN ORDINANCE TO AMEND THE JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, DATED MAY 4, 1998 AND AMENDED ON DECEMBER 7, 1998; SUCH INDUSTRIAL/BUSINESS PARK BEING GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170 ET SEQUITUR, AS AMENDED TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX TO THE COUNTIES AND RELEVANT TAXING ENTITIES; AND, TO PROVIDE THAT TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR INDUSTRIES LOCATING IN SAID PARK, AND TO PERMIT A USER FEE IN LIEU OF AD VALOREM TAXATION".

There was no one present with written and/or oral comments regarding Ordinance 99-18.

Mr. Hall made a motion, seconded by Mr. Timms, approved 5 – 0 that Ordinance 99-18 (titled above) be adopted on third and final reading.

Public Comment Session:

Mr. B. J. Littleton informed Council he felt there was someone in the county who could do a good job with animal control.

Minutes:

Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 5 – 0 that the minutes of the December 7, 1999 Council Meeting be adopted as printed.

Sheriff's Office (Special Utility Vehicle):

Upon recommendation of Sheriff Singleton, Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 5 – 0 that the Sheriff's Office be permitted to purchase a special utility vehicle for the crime scene technician at a cost of \$33,683.50. (See attached)

911 Funds:

Upon recommendation of Chief Deputy Steve Pruitt and Public Safety Communications Director John Murray, Mrs. Hughes made a motion, seconded by Mr. Thomas, approved 5 – 0 that \$1,729 in 911 funding be used to provide full caller ID on all administrative incoming Communication lines and to provide Communications with five dedicated unpublished administrative circuits for outgoing calls only and the installation of overflow capacity with the 911 trunks so that if calls exceed their capacity, the calls will automatically be routed to the administrative lines and that \$324.68 be approved for re-occurring monthly charges. (See attached)

Mr. Pruitt also addressed the need for a 911 Ordinance in the county; Mr. Orr assigned this request to the Law Enforcement, Safety, Health, Welfare & Services Committee.

Vehicle Tax Credit Update:

Mr. Kenneth F. Williams, County Auditor, updated Council on the vehicle tax credit, Mr. Williams informed Council that he was expecting a check from the State Comptroller General's Office in January in the amount of \$383,346.89. Mr. Williams informed Council these funds should be placed in a special account and money be taken from the account once a month based on the amount of credit given on vehicles. (See attachment)

Library:

Upon recommendation of Ms. Martha Baily, Library Director, Mr. Hall made a motion, seconded by Mrs. Hughes, approved 5 – 0 that the application for a State Library Grant in the amount of \$1,500 be approved for the Systems Manager to attend the DRA User's Conference. (See attachment)

Scrap Metal Bid:

Upon recommendation of Ms. Marianne Dillard, Purchasing Agent, Mr. Timms made a motion, seconded by Mr. Hamilton, approved 5 – 0 that the bid of Greg Cobb for the sale of scrap metal at \$925 be adopted. (See attached bid sheet)

Ordinance 99-19:

Supervisor-Chairman Orr informed those present that first reading of Ordinance 99-19, "AN ORDINANCE AMENDING ORDINANCE 99-16 PROVIDING FOR THE TRANSFER OF FUNDS NOT TO EXCEED \$1,500,000 FROM THE FUND BALANCE ACCOUNT OF OCONEE COUNTY, SOUTH CAROLINA FOR THE CONSTRUCTION OF FORTY TWO (42) "T" HANGARS AND THREE (3) CORPORATE HANGARS AT THE OCONEE COUNTY REGIONAL AIRPORT AND OTHER MATTERS RELATING THERETO" would be postponed.

Seneca Library:

Mr. Timms expressed concern about the roof at the Seneca Library continuing to leak and requested that the Seneca Library be made a part of the capital improvement plan.

Census 2000 (Contingency):

Mr. Timms made a motion, seconded by Mr. Hamilton, approved 3 – 2 (Mrs. Hughes & Mr. Thomas voting against) that the Census Committee be granted \$1,000 for advertising.

Mr. Orr asked that it be made a part of the record that he objected to such funding.

Mr. Hamilton made a motion, seconded by Mr. Hall, approved 4 – 1 (Mrs. Hughes voting against) that these funds come from contingency.

Purchasing, Contracting, Real Estate, Building & Grounds:

Mr. Timms, Chair, Purchasing, Contracting, Real Estate, Building & Grounds Committee, informed those present that the county is presently waiting the site plan on the hangars before any more action is taken on that project.

Mr. Timms further informed Council he expected to have a recommendation regarding the request of Anderson-Oconee Mental Health for an acreage tract at the next meeting of Council.

Purchasing Continued:

Mr. Timms also requested a meeting of the Courthouse Committee.

There was considerable discussion regarding the need for improvements that need to be made at the Seneca Magistrate's Office.

Building Codes:

Mr. Thomas informed Council that he is interested in the contracts with West Union and Salem being amended so that the county can hear building code appeals for those two entities.

Village Creek Roadway:

Mr. Orr informed Mr. Hall that the Road Foreman is currently working on a listing of roadways for overlaying now. Mr. Hall brought this to Council's attention because of Village Creek Roadway.

Pine Street Complex:

Mr. Hall asked that an update on the completion date of Pine Street and costs to include the cost of county personnel be placed on the January 4, 2000 agenda.

Commission Appointments:

Mr. Hall made a motion, seconded by Mr. Hamilton, approved 5 – 0 that Mr. Allen Nicholson be appointed to represent District I on the Emergency Preparedness Commission and Mr. Heinz Rost be reappointed to represent District I on the Aeronautics Commission.

Mr. Hamilton made a motion, seconded by Mr. Thomas, approved 5 – 0 that the following board/commission members be appointed to represent District III:

Sam Shaw	Building Codes Board
Frank Broach	Rural Fire
Sam McJunkin	Emergency Preparedness
Hank Field	Economic Development

Mr. Henry Field be sent a letter of appreciation for his service as a member of the Economic Development Board.

Commission Appointments Continued:

Mr. Timms made a motion, seconded by Mrs. Hughes, approved 5 – 0 that Ms. Ansley Fraser be reappointed to the ATAX Commission and Mr. Fred Golden be reappointed to represent District V on the Aeronautics Commission.

Mr. Timms made a motion, seconded by Mr. Thomas, approved 5 – 0 that Mr. Greg Dietterick be appointed to represent the City of Seneca on the Sewer Commission and Mr. John Hamrick be sent a letter of appreciation for his service as a member of the Sewer Commission.

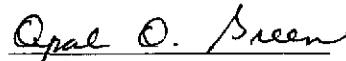
Emergency Preparedness Grant:

Mrs. Hughes made a motion, seconded by Mr. Hall, approved 5 – 0 that the attached South Carolina Emergency Preparedness Grant in the amount of \$3,300 be accepted.

Adjourn:

Adjourn: 4:35 PM

Respectfully Submitted



Opal O. Green
Council Clerk

ALFRED B. ROBINSON, JR.

ATTORNEY AND COUNSELOR AT LAW

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December 16, 1999

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Re: Amoco Fabrics and Fibers Company

Dear Gentlemen:

Pursuant to our telephone conference from yesterday, I am enclosing the revised documents of Ordinance No. 99-17 and Fee in Lieu of Tax Agreement. In order to insure that all parties are aware of any changes, I am including commentary on changes in each document.

Respecting Ordinance No. 99-17, the changes recommended by Jeremy in the first preamble paragraph, Section 1 and the dates for each reading have been made. In addition, we have made the following amendments:

1. In the third "Whereas" paragraph of the preamble, the corporate description for Amoco Fabrics and Fibers Company is changed.

2. In Section 1 (ii), we included "incorporated municipality" in this provision since part of the property is in the City of Seneca.

Timothy M. Cain, Esquire
Jeremy L. Cook, Esquire
Burnet R. Maybank, III, Esquire
December 16, 1999
Page Two

As for the Fee in Lieu of Tax Agreement, the following changes are included:

1. On page 1, the corporate description for Amoco Fabrics and Fibers Company in the introductory paragraph has been revised.
2. On page 2, the date reflects December 21, per Jeremy's suggestion.
3. On page 3, we revised the definition of "Authorized Company Representative" to include the president, vice-president or any other officer. Also, we added the language to the definition of "Act" which Jeremy suggested plus "of 1997" to FILOT Simplification Act. Finally, we modified the definition of "Company" to more accurately reflect the legal entity.
4. On page 6, as we agreed in our telephone conversation, since "Negotiated FILOT" is defined, no additional definition is added. However, the reference is corrected to Section 5.01(c) instead of (e).
5. On page 8, the Agreement reflects the modifications to Section 2.01(b) and (e) as Jeremy recommended and we agreed. We modified Section 2.02(a) to reflect that the company is a Delaware corporation.
6. On page 9, subsection (e) is divided into two (2) subsections - revised (e) and new (f) as Jeremy suggested.
7. On page 11, in reviewing the changes we made in the November 24, draft, Section 4.03(a)(iii) had a reference to Section 5.01(a)(i). Since there is not Section 5.01(a)(i), the "(i)" was deleted.
8. On page 13, as we discussed, the "(i)" was deleted in Section 5.01(d)(iii) where it refers to subparagraph (a) above.
9. On page 14, as I mentioned to you, a sentence was added to the end of Section 5.01(e)(i), dealing with replacement property.
10. On page 16, per our conversation, Administrative Expenses was added back to Section 6.03 to reflect conformance with established Oconee County practice.
11. On page 21, the language which Jeremy recommended to Section 10.02 is added but after the word "Agreement" instead of "terms".
12. On page 22, as we discussed, the language on default of FILOT Payments in Section 11.01 (a), Administrative Expenses in (b), and (c) is revised to reflect conformance with established Oconee County precedent.

Timothy M. Cain, Esquire
Jeremy L. Cook, Esquire
Burnet R. Maybank, III, Esquire
December 16, 1999
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13. On page 23, the Agreement reflects the changes requested by Jeremy in Section 12.03.

These changes should bring us closer to having these documents ready to finalize. Should there be any question or need for further clarification, please advise. I hope everyone has a safe and festive Holiday Season!

Sincerely,

COPY

Alfred B. Robinson, Jr.

ABRjr/bmw
Enclosures

cc: Mark Wallace (w/enclosures)
James Alexander (w/enclosures)
Opal Green (w/enclosures)

ORDINANCE NO. 99-17

AN ORDINANCE AUTHORIZING: (1) A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY"), AND AMOCO FABRICS AND FIBERS COMPANY (THE "COMPANY") PURSUANT TO WHICH THE COMPANY WILL PAY CERTAIN FEES IN LIEU OF AD VALOREM TAXES; (2) SPECIAL SOURCE CREDITS EACH YEAR FOR 10 YEARS IN AN AMOUNT EQUAL TO 35% OF THE FEES IN LIEU OF TAXES; (3) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL PARK TO BE MADE AVAILABLE TO THE COMPANY; AND (4) OTHER MATTERS RELATING TO THE FOREGOING.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 4, Chapters 1, 12, and 29, and Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (jointly the "Act"), to acquire, or cause to be acquired, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry to construct, operate, maintain and improve such projects; to covenant with such industry to accept certain payments in lieu of ad valorem taxes with respect to a project (a "FILOT"); to utilize such FILOT revenues to provide funds for infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (such infrastructure and real property hereinafter referred to as "Special Source Projects") through the grant of special source credits ("Special Source Credits"); and, to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credit to such industry, through all of which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee

in lieu of tax agreement, as defined in the Act, with respect to such project(s); and

WHEREAS, Amoco Fabrics and Fibers Company, a company already known to the County and duly organized and existing under the laws of Delaware and authorized to do business in the State of South Carolina (the "Company"), such Company being a wholly-owned subsidiary of BP Amoco Corporation, has requested the County to participate in executing an Inducement Agreement, a Millage Rate Agreement, and a Fee in Lieu of Tax Agreement or other such fee agreement (the "Amoco Fabrics and Fibers Company Project") pursuant to the Act for the purpose of authorizing and of acquiring by purchase and construction certain buildings, machinery, apparatus, and equipment, for the purpose of the manufacture and production of non-woven textile products (the "Project"), all as more fully set forth in the Fee in Lieu of Tax Agreement attached hereto; and

WHEREAS, the County has determined and hereby finds that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or incorporated municipality or charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, creation and retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location or expansion of the Project within the County and State of South Carolina is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement, Millage Rate Agreement, and Fee in Lieu of Tax Agreement or other such agreement and to that end has, by its Resolution adopted on October 19, 1999, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement (the "Inducement Agreement") with the Company pursuant to which the County agreed to enter into a Fee in

Lieu of Tax Agreement with the Company and to grant Special Source Credits to the Company for each year for 10 years in the amount of 35% of the fees in lieu of taxes against, and payable solely from, FILOT payments with respect to the Project to reimburse the Company for certain of the costs of Special Source Projects related to the Project, and the Company agreed to pay a fee in lieu of taxes (FILOT) with respect to the Project as authorized in Section 12-44-50 of the Fee in Lieu of Tax Simplification Act of 1997; and

WHEREAS, the County Council and the Company have agreed to the specific terms and conditions of such FILOT arrangement as set forth in that certain Fee in Lieu of Tax Agreement between the County and the Company to be dated as of December 1, 1999, or such other date as the parties may mutually agree upon (the "Fee Agreement"), which is to be in substantially the form presented to County Council for purposes of this Ordinance; and

WHEREAS, it appears that the draft Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. As contemplated by Section 12-44-40(H) and (I) of the Act, the County Council hereby finds, determines and declares that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against their general credit or taxing power; (iii) the Fee Agreement requires that the Company maintain the Project and carry all proper insurance with respect thereto; (iv) the purposes to be accomplished by the Project serve proper governmental and public purposes; (v) the inducement of the location of the Project within the State of South Carolina is of paramount importance; (vi) the benefits of the Project to the public are greater than the costs to the public; and (vii) the Project will involve an investment of not less than \$16,000,000.00.

Section 2. The form, terms and provisions of the Fee Agreement

presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Supervisor/Chairman of the County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not materially adversely affect the rights of the County hereunder and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The form, terms and provisions of the Inducement Agreement entered into on October 19, 1999, by the County and the Company are hereby approved and ratified and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Inducement Agreement were set out in this Ordinance in its entirety.

Section 4. Pursuant to the Fee Agreement, the County will covenant with the Company to allow the Company to claim Special Source Credits against its FILOT payments for a period of ten (10) years in an amount not to exceed 35% of its annual FILOT payments to reimburse the Company for its expenditures for Special Source Projects; provided, however, that the aggregate amount of the Special Source Credits shall not exceed the aggregate cost of the Special Source Projects which the Company has paid.

Section 5. The Supervisor/Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and Inducement Agreement.

Section 6. The Supervisor/Chairman of the County Council and the Clerk of the County Council, and any other proper officer of

the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 7. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 8. All orders, resolutions, ordinances and parts thereof in conflict herewith, to the extent of such conflict, are hereby repealed and this Ordinance shall take effect and in full force from and after its passage and approval.

Done in meeting duly assembled this ____ day of December, 1999.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Harrison E. Orr, Supervisor/Chairman,
Oconee County, South Carolina

ATTEST:

By: _____
Opal O. Green, Clerk to County Council,
Oconee County, South Carolina

First Reading: November 2, 1999
Second Reading: December 7, 1999
Public Hearing: December 21, 1999
Third Reading: December 21, 1999

FEE IN LIEU OF TAX AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

AMOCO FABRICS AND FIBERS COMPANY

Dated as of December 1, 1999

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EXHIBIT A - Land Description
SCHEDULE A - Anticipated FILOT Payments

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (this "Agreement") dated as of December 1, 1999, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and AMOCO FABRICS AND FIBERS COMPANY (the "Company"), a company organized and existing under the laws of Delaware and authorized to conduct business in the State of South Carolina, such Company being a wholly-owned subsidiary of BP Amoco Corporation.

WITNESSETH:

WHEREAS, the Code of Laws of South Carolina, 1976 (the "Code"), and particularly Title 12, Chapter 44 thereof (as amended through the date hereof, the "Act") and Title 4, Chapter 1 (as amended through the date hereof, the "Multi-County Park Act"), in order to create jobs and promote prosperity within the State of South Carolina, empowers the several counties of the State of South Carolina to induce investors ("Project Sponsors") to acquire, enlarge, improve, and expand certain types of industrial and commercial property ("Economic Development Property") within their jurisdictional limits by: (i) entering into agreements with such Project Sponsors to provide that such Project Sponsors may make payments in lieu of *ad valorem* taxes ("FILOT Payments") with respect to Economic Development Property; and (ii) to utilize such FILOT revenues to provide funds for infrastructure serving the County and for improved or unimproved real property used in the operation of the manufacturing enterprise in order to enhance the economic development of the County (such infrastructure and real property hereinafter referred to as "Special Source Projects") through the grant of special source credits ("Special Source Credits"); and (iii) creating, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such Project Sponsor.

WHEREAS, the Company proposes to construct facilities for manufacturing and producing non-woven textile products (the "Project"), which facilities are to be located within the jurisdiction of the County and which are to be owned and operated by the Company pursuant to this Agreement; and

WHEREAS, the parties have determined that the Company is a Project Sponsor and the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, to induce the Company to locate the Project in the County, the County heretofore entered into an Inducement Agreement and Millage Rate Agreement (the "Inducement Agreement") with the Company wherein the County approved FILOT payments by the Company under the provisions of the Act as well as the granting of Special Source Credits to the Company for each year for 10 years in the amount of 35% of the fees in lieu of taxes against, and payable solely from, annual FILOT payments with respect to the Project to reimburse the Company for certain of the costs of Special Source Projects related to the Project; and

WHEREAS, the County authorized the foregoing actions to be taken on behalf of the Company pursuant to that certain Ordinance enacted by the County Council of the County with respect to the Project on December 21, 1999; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interest of the County to enter into this Agreement with the Company subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$10.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

[Article I follows on next page]

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

"*Act*" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, also known as the FILOT Simplification Act of 1997, as amended through the date hereof.

"*Administration Expenses*" shall mean the reasonable and necessary expenses, including attorneys' fees, incurred by the County with respect to the Project and this Agreement; provided, however, that no such expense shall be considered an Administration Expense unless the County has furnished to the Company prior to incurring such expense a statement in writing indicating the reason such expense has been or will be incurred and either estimating the amount of such expense or stating the basis on which the expense will be computed.

"*Agreement*" shall mean this Agreement as originally executed and from time to time supplemented or amended as permitted herein.

"*Authorized Company Representative*" shall mean any person or persons at the time designated to act on behalf of the Company by a written certificate furnished to the County containing the specimen signature of each such person and signed on behalf of the Company by its President, Vice President, Finance Manager or by any other officer to whom the Company has delegated authority to administer this Agreement.

"*Code*" shall mean the Code of Laws of South Carolina, 1976, as amended through the date hereof unless the context clearly requires otherwise.

"*Company*" shall mean Amoco Fabrics and Fibers Company, a company organized and existing under the laws of Delaware and authorized to do business in the State of South Carolina, such Company being a wholly-owned subsidiary of BP Amoco Corporation, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets permitted under Section 8.02 or Article IX hereof; or any assignee hereunder which is designated by the Company and approved by the County. The County's subsequent approval of an assignee hereunder shall not be required if the subsequent Assignee is a member of the Controlled Group.

"*Controlled Group*" shall mean the Company and any affiliate of the Company which would qualify as member of the same controlled group within the meaning of that term as defined and used in § 12-44-30(3) of the Code; provided, however, that such affiliate must be specifically approved by the County as a member of the Controlled Group and must agree in writing to be bound by this Agreement as to any investment by such affiliate to be subject to FILOT Payments hereunder and provided further that the Company must notify the County and

the Department of Revenue in writing of the addition of such affiliate as a member of the Controlled Group within 30 days following the execution of such agreement by such affiliate.

"*Cost*" shall mean the cost of acquiring, by construction and purchase, the Project or the Special Source Projects, as the case may be, and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to contractors, builders, and materialmen in connection with the acquisition, construction, and installation; (b) the cost of contract bonds and of insurance of all kinds that may be required or necessary during the course of construction which are not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications, and preliminary investigations therefor, and for supervising construction as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation; (d) compensation of legal, accounting, financial, and printing expenses, fees, and all other expenses; (e) all other costs which the Company shall be required to pay under the terms of any contract or contracts for the acquisition, construction, and installation; (f) costs incurred by the Company for the acquisition of the Land or for the acquisition of a leasehold interest in the Land; and (g) any sums required to reimburse the Company for advances made for any of the above items, or for any other work done and costs incurred by the Company which are for the acquisition of land or property of a character subject to the allowance for depreciation provided for under Section 167 of the Internal Revenue Code of 1986, as amended; provided, however, such term shall include expenditures by the Company with respect to the Project only to the extent made during the Investment Period.

"*County*" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

"*County Council*" shall mean the governing body of the County and its successors.

"*Department of Revenue*" shall mean the South Carolina Department of Revenue.

"*Economic Development Property*" shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, all as determined in accordance with §§ 12-44-30(7) and 12-44-40(C) of the Code.

"*Equipment*" shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and installed as part of the Project during the Investment Period in accordance with this Agreement.

"*Event of Default*" shall mean an Event of Default as defined in Section 11.01 hereof.

"*Existing Property*" shall mean property proscribed from becoming Economic Development Property pursuant to § 12-44-110 of the Code, including without limitation property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or

modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by the Company or members of the Controlled Group during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (c) property purchased by the Company or a member of the Controlled Group during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company and members of the Controlled Group invest at least an additional forty-five million dollars (\$45,000,000.00) in the Project; or (d) modifications which constitute an expansion of Existing Property.

"*FILOT*" shall mean the fee in lieu of taxes which the Company is obligated to pay to the County pursuant to Section 5.01 hereof.

"*FILOT Payments*" shall mean the payments to be made by the Company pursuant to Section 5.01 hereof.

"*FILOT Revenues*" shall mean the revenues received by the County from the Company's payment of the FILOT.

"*FILOT Simplification Act*" shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

"*Investment Period*" shall mean the extended period specified in § 12-44-30(13) of the Code.

"*Land*" shall mean the real estate upon which the Project is to be constructed, as described in *Exhibit A* attached hereto, as *Exhibit A* may be supplemented from time to time in accordance with the provisions hereof.

"*Multi-County Fee*" shall mean the fee payable by the County to Pickens County, South Carolina or any successor thereto under the Multi-County Park Agreement.

"*Multi-County Industrial Park*" shall mean the multi-county industrial/business park established pursuant to the Multi-County Park Agreement, and any multi-county industrial or business park which includes the Project and which is designated by the County as such pursuant to any agreement which supersedes or replaces the Multi-County Park Agreement.

"*Multi-County Park Act*" shall mean Title 4, Chapter 1, of the Code, as amended through the date hereof unless the context clearly required otherwise.

"*Multi-County Park Agreement*" shall mean the agreement creating a joint county industrial park by and between the County and Pickens County with respect to the Project site, as amended, supplemented, or replaced from time to time.

"Negotiated FILOT Payment" shall mean the FILOT due pursuant to Section 5.01(b)(ii) hereof with respect to that portion of the Project qualifying for the 6% assessment ratio and fixed millage rate described in Section 5.01(c) of this Agreement.

"Non-Qualifying Property" shall mean that portion of the Project consisting of: (i) property as to which the Company or any members of the Controlled Group incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) property not placed in service during the Investment Period; (iii) Existing Property; and (iv) any other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof.

"Person" shall mean and include any individual, association, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof.

"Project" shall mean: (i) the Land and all buildings, structures, fixtures, and appurtenances which now exist or which are to be constructed on the Land in whole or in part during the Investment Period, including any air conditioning and heating systems (which shall be deemed fixtures); (ii) the Equipment; and (iii) any Replacement Property.

"Released Property" shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which the Company dedicates to the public use (within the meaning of that phrase as used in Section 12-7-1250(B) of the Code).

"Replaced Property" shall mean any Released Property for which the Company has substituted Replacement Property during the term hereof pursuant to Section 5.01(e) hereof.

"Replacement Property" shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(c) hereof and Section 12-44-60 of the Code.

"School District" shall mean the school district and its successors within which the Project is located at any given point of time.

"Special Source Credits" shall mean the credits granted by the County pursuant to Section 4.05 hereof against FILOT Payments all as provided in § 12-44-70, which credits shall offset improvement costs.

"State" shall mean the State of South Carolina.

"*Streamlined FILOT Act*" shall mean Title 4, Chapter 12 of the Code, as amended through the date hereof.

"*Term*" shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

"*Threshold Date*" shall mean last day of the five-year period described in Section 12-44-30(13) of the Code.

"*Transfer Provisions*" shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

SECTION 1.02. References to Agreement. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

[End of Article I]

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) Based solely upon the representations of the Company, the County has determined that the Project will subserve the purposes of the Act, and has made all other findings of fact required by the Act in connection with the undertaking of the Project.

(c) By proper action by the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) The County will use its best efforts to include the land within the Multi-County Industrial Park, and the County will use its best efforts to ensure that such property remains in a multi-county industrial park for at least as long as necessary for the Company to benefit from the maximum jobs tax credit available under Section 12-6-3360(E) of the Code for all jobs created prior to the end of the Investment Period.

(f) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority which would materially adversely affect the validity or enforceability of this Agreement.

SECTION 2.02. Representations and Warranties by Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation validly existing and in good standing under the laws of Delaware; has all requisite corporate power to enter into this Agreement; and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) The Company intends to operate the Project for the purposes of manufacturing and producing non-woven textile products.

(c) The agreements of the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.

(d) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(e) The Company expects to place in service the first phase of the Project during calendar year 2000.

(f) The Company will expend not less than \$16,000,000 for Costs of the Project on or before the Threshold Date.

[End of Article II]

ARTICLE III

UNDERTAKINGS OF COUNTY

SECTION 3.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Company in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

SECTION 3.02. No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company's purposes or needs.

No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating (i) the construction or acquisition of the Project, (ii) environmental matters pertaining to the Project, (iii) the offer or sale of any securities, or (iv) the marketability of title to any property.

SECTION 3.03. Execution of Lease. The parties acknowledge that the intent of this Agreement is to afford the Company the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the enactment of the FILOT Simplification Act. In the event that a court of competent jurisdiction holds that the FILOT Simplification Act is unconstitutional or that this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then the County, upon the conveyance of title to the Project to the County at the expense of the Company, agrees to lease the Project to the Company pursuant to the Streamlined FILOT Act and to use its best efforts to ensure that the Company receives the benefits of the Negotiated FILOT as contemplated by this Agreement.

[End of Article III]

ARTICLE IV

INVESTMENT BY COMPANY IN PROJECT; SPECIAL SOURCE CREDITS TO FUND SPECIAL SOURCE PROJECTS; MAINTENANCE AND MODIFICATION OF PROJECT

SECTION 4.01. Acquisition by Construction and Purchase of Project. (a) The Company hereby agrees to acquire the Project by construction and purchase and to expend upon the Cost of the Project prior to the Threshold Date the sum of not less than \$16,000,000. The Company shall use its best efforts to cause such acquisition as promptly as is, in the Company's sole judgment, practicable. The Company does not anticipate completing the Project before the Threshold Date; therefore, the Company has requested a two-year extension of the period for completion as provided in the FILOT Act, and the County hereby consents to such extension; provided that the Company shall invest not less than \$16,000,000 prior to the end of the Threshold Date. The Company shall be responsible for providing notice of such extension to the Department of Revenue in accordance with the provisions of § 12-44-30(13) of the Code.

(b) The Company shall retain title to the Project throughout the Term of this Agreement, subject to the Company's rights hereunder to mortgage or encumber the Project as it deems suitable.

SECTION 4.02. Maintenance of Project. During the Term of this Agreement the Company at its own expense will keep and maintain the Project in good operating condition.

SECTION 4.03. Modification of Project. (a) As long as no event of default exists hereunder, the Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may, at its own expense, add to the Project all such real and personal property as the Company in its discretion deems useful or desirable.

(ii) In any instance where the Company in its discretion determines that any items included in the Project or any portion of the Land have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company may remove such items or portions of the Land from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County.

(iii) The Company may, at any time and in its discretion by written notice to the County, remove any real or personal property from the negotiated FILOT set forth in this Agreement, and thereafter, such property will be subject to FILOT Payments as set forth in Section 5.01(a) hereof.

(b) If the Company sells, leases, or otherwise disposes of any portion of the Land, the Company shall deliver to the County, within 30 days thereafter, a new *Exhibit A* to this Agreement.

SECTION 4.04. Records and Reports. The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all FILOT Payments made hereunder and as will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including without limitation the reports required by Section 12-44-90 of the Code (collectively, "Filings").

Notwithstanding any other provision of this Section 4.04, the Company may designate with respect to any Filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall conform with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments.

SECTION 4.05. Special Source Credits to Fund Special Source Projects. The Company shall be entitled to claim Special Source Credits against its FILOT payments for a period of 10 years in an amount not to exceed 35% of its annual FILOT payments to reimburse the Company for its expenditures for Special Source Projects; provided, however, that the aggregate amount of the Special Source Credits shall not exceed the aggregate cost of such Special Source Projects which the Company has paid.

[End of Article IV]

ARTICLE V

PAYMENTS IN LIEU OF TAXES

SECTION 5.01. Payments in Lieu of Taxes. (a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company shall pay annually with respect to the Project a FILOT in the amount calculated as set forth in this Section 5.01, on or before January 15 of each year commencing on January 15, 2001, and at the places, in the manner, and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes.

(b) The FILOT Payment due with respect to each annual increment of such Economic Development Property placed in service during the Investment Period, for each of the 20 consecutive years following the year in which such portion of such Economic Development Property is placed in service, shall be a payment calculated each year as set forth in paragraphs (c) through (e) below (a "Negotiated FILOT"). For the purposes of the FILOT calculations, there shall be excluded any Released Property and any other portion of the Project which ceases to qualify for a FILOT hereunder or under the Act.

(c) (i) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on (1) the fair market value of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (2) a fixed millage rate of 193.0 mills for the entire term of this Agreement, and (3) an assessment ratio of 6%. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(ii) The table in Schedule A attached hereto sets forth sample schedules of the annual Negotiated FILOT Payments, assuming an investment of approximately \$16,000,000.

(d) The FILOT Payments are to be recalculated (i) to reduce such payments in the event the Company disposes of any part of the Project within the meaning of § 12-44-50(B) of the Code, as provided in Section 4.03 hereof, by the amount thereof applicable to the Released Property; (ii) to increase such payments in the event the Company adds property (other than Replacement Property) to the Project; or (iii) to adjust such payments if the Company elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by subparagraph (a) above, as permitted by Section 4.03(a)(iii) hereof.

(e) Upon the Company's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the

Company, such Replacement Property shall become subject to FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Such Replacement Property is not required to serve the same function as the Released Property it replaces, and more than one item of Replacement Property may replace a single item of Replaced Property. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service.

(ii) Replacement Property shall qualify for the Negotiated FILOT Payments only to the extent that its basis does not exceed the original income tax basis of the corresponding Replaced Property which is being disposed of in the same property tax year. To the extent that the income tax basis of Replacement Property exceeds the original income tax basis of such corresponding Replaced Property, the excess amount is subject to a FILOT as provided in Section 5.01(b)(iii) hereof. Replacement Property is entitled to inclusion in the Negotiated FILOT for the balance of the 20 years of the Negotiated FILOT applicable to the Replaced Property under Section 5.01(b)(ii) hereof; provided, that where a single piece of property replaces two or more pieces of property, the Negotiated FILOT period shall be measured from the earliest of the dates on which the Replaced Property was placed in service.

(iii) Replacement Property shall be recorded on the Company's books using its income tax basis.

(f) In the event that the Act and/or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed so as to afford the Company the maximum benefit then permitted by law, including without limitation the benefits afforded under Section 12-44-50 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company shall pay an alternate fee in lieu of tax calculated in the manner set forth in Section 5.01(b) hereof. In such event, the Company shall be entitled (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by South Carolina Constitution Article X, Section 3, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive credit, if any there be and to the extent permitted by law by reason of the fact that the School District received larger allocations of funds under the Education Finance Act of 1977 (Sections 59-20-10 to 59-20-80 of the Code) than it would have received if the Project had theretofore been taxed at the assessment ratio of 10.5% of fair market value, provided that such credit shall be adjusted to take into account any amounts which the School District is required to pay under the Education Finance Act as a result of the Project becoming subject to *ad valorem* taxation.

(g) In the event that the Company and other members of the Controlled Group have not invested \$5,000,000 in the Project on or before the Threshold Date as required by Section 12-44-30(13), (14) and Section 12-44-40(F) of the Code, the portions of the Project previously subject to a Negotiated FILOT shall revert retroactively to treatment required pursuant to Section 5.01(f) hereof, calculated as set forth therein, and the unpaid fees due thereby, if any (a "Deficiency"), shall be subject to interest as provided in § 12-43-305 of the Code. For purposes of the foregoing \$5,000,000 investment requirement, the fair market value of any property used by the Company at the Project pursuant to any leases shall be counted. In the event that the Company's investment in the Project based on an income tax basis without regard to depreciation falls below \$5,000,000, the Project shall thereafter be subject to the tax treatment required pursuant to Section 5.01(b)(iii) hereof, calculated as set forth in Section 5.01(f).

(h) Any amounts due to the County under this Section 5.01 by virtue of the retroactive application of Section 5.01(f) or (g) hereof shall be paid within 30 days following written notice thereof from the County to the Company or, at the election of the Company, in five equal annual installments commencing within 30 days following such notice.

[End of Article V]

ARTICLE VI

PAYMENT OF EXPENSES BY COMPANY

SECTION 6.01. Payment of Administration Expenses. The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than 45 days after receiving written notice from the County specifying the nature of such expense and requesting payment of the same.

SECTION 6.02. Insurance. The Company shall maintain public liability insurance with specific reference to the Project and shall otherwise keep the Project continuously insured against such risks as are customarily insured against by businesses of like size and type, paying as the same become due and payable all premiums with respect thereto. In lieu of separate insurance policies, such insurance may be in the form of a blanket insurance policy or policies. Insurance policies may be written with deductible amounts and exceptions and exclusions comparable to those of businesses of like size and type. The insurance requirements hereunder may be satisfied by the Company providing self-insurance.

All proceeds of insurance against property damage to the Project shall be made payable as the Company shall specify, and such proceeds shall be collected and applied as provided in Section 7.01 hereof and all claims under any insurance policy referred to in this Agreement may be settled by the Company.

SECTION 6.03. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments or Administrative Expenses hereunder, the Company agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes.

[End of Article VI]

ARTICLE VII

CASUALTY AND CONDEMNATION

SECTION 7.01. Adjustments in the Event of Damage and Destruction or Condemnation.

In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, the Company in its sole discretion may determine whether to repair or replace the same. The parties hereto agree that if the Company decides not to repair or replace all or any portions of the Project pursuant to this Section 7.01, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

[End of Article VII]

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for any lawful purpose authorized pursuant to the Act. Insofar as it is practicable under existing conditions from time to time during the Term of this Agreement, the Project shall be used primarily as a facility for the manufacture and production of non-woven textile products.

SECTION 8.02. Maintenance of Existence. Unless the County shall consent otherwise, which consent shall not be unreasonably withheld, the Company covenants that it will not transfer its rights under this Agreement or transfer substantially all of the Economic Development Property to which this Agreement relates to any other entity (except where the transferee entity is the Company or another member of the Controlled Group as to which such transfer the County hereby consents). The Company acknowledges that such a transfer of an equity interest may subject the Project to certain penalties under the Act or cause the Project to become ineligible for the Negotiated FILOT under the Act absent compliance by the Company with the Transfer Provisions.

SECTION 8.03. Indemnification. The Company releases the County including the members of the governing body of the County, and the employees, officers, and agents of the County (herein collectively referred to as the "Indemnified Parties") from, agrees that Indemnified Parties shall not be liable for, and agrees to hold Indemnified Parties harmless against, any loss or damage pertaining to this Agreement, except for that occasioned by negligent or intentional acts of an Indemnified Party. The Company further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from the performance by an Indemnified Party of any obligations of the County under this Agreement or any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or failure to act by, the Company, or any of its agents, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of the County Council or any officer, agent, servant, or employee of the County in his or her individual capacity, and, absent bad faith, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the governing body of the County or any officer, agent, servant, or employee of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing; nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm, or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon. If any action, suit, or proceeding is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Company and the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the cost of such counsel.

The indemnity specified in this Section 8.03 shall be in addition to any heretofore extended by the Company to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

[End of Article VIII]

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

SECTION 9.01. Conveyance of Liens and Interests; Assignment. The Company may at any time (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any transfers to another member of the Controlled Group or pursuant to clause (b) above, the Company shall first obtain the prior written consent of the County; (ii) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of the Company hereunder, or where the County consents in writing, no such assignment, transfer, or sublease shall affect or reduce any of the obligations of the Company hereunder, but all obligations of the Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) the Company, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such sublease, assignment, or other transfer agreement; and (iv) the Company and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

SECTION 9.02. Access. In lieu of and/or in addition to any subleasing by the Company pursuant to Section 9.01, the Company may, without any approval by the County, grant such rights of access to the Project and the buildings thereon as the Company may decide in its sole discretion.

SECTION 9.03. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge that the County's right to receive FILOT Revenues hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes. The County's rights under this Agreement, except for its rights to receive FILOT Revenues, indemnification, and Administration Expenses, shall be subordinate to the rights of any secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional action on the part of the County; provided, however, that the County hereby agrees to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

[End of Article IX]

ARTICLE X

TERM; TERMINATION

SECTION 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

SECTION 10.02. Termination. The County and the Company may agree to terminate this Agreement at any time, or the Company, may, at its option, terminate this Agreement at any time, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. This Agreement shall automatically terminate if the Company fails to invest at least \$5,000,000 in the Project on or before the Threshold Date and the Project shall be subject retroactively to *ad valorem* taxes as provided in Section 5.01(g)-(h) hereof and any amounts due to the County as a result thereof shall be due and payable as provided in Section 5.01(f)-(h) hereof. The County's rights to receive payment for such retroactive *ad valorem* taxes and its rights to enforce the terms of this Agreement, including but not limited to Section 8.03, shall survive termination of this Agreement.

[End of Article X]

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

SECTION 11.01. Events of Default by Company. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any FILOT Payments;

(b) if default shall be made in the due and punctual payment of any Administrative Expenses, which default shall not have been cured within 30 days following receipt of written notice from the County; or

(c) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraphs (a) and (b), and such default shall continue for 90 days after the County shall have given the Company written notice of such default, provided, the Company shall have such longer period of time as necessary to cure such default if the Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence.

SECTION 11.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(i) declare immediately due and payable FILOT Payments or Administration Expenses due hereunder;

(ii) terminate this Agreement by delivery of written notice to the Company not less than 30 days prior to the termination date specified therein;

(iii) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project; or

(iv) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

SECTION 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

[End of Article XI]

ARTICLE XII

MISCELLANEOUS

SECTION 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers, or remedies.

SECTION 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

SECTION 12.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Oconee County, South Carolina
Attn: Oconee County Supervisor/Chairman
415 S. Pine Street
Walhalla, South Carolina 29691

with a copy (which shall not constitute notice) to:

Timothy M. Cain, Esquire
Oconee County Attorney
Fedder, Cain & Norton, L.L.P.
Post Office Box 698
Seneca, South Carolina 29679

and

Jeremy L. Cook, Esquire
Haynsworth, Marion, McKay & Guerard, L.L.P.
Post Office Box 2048
Greenville, South Carolina 29602

(b) As to the Company:

Mr. Mark Wallace
Seneca Plant Manager
Amoco Fabrics and Fibers Company
320 Shiloh Road
Seneca, South Carolina 29678

with a copy (which shall not constitute notice) to:

Alfred B. Robinson, Jr., Esquire
Post Office Box 1561
Easley, South Carolina 29641

SECTION 12.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 12.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

SECTION 12.06. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

SECTION 12.07. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or subdivisions of this Agreement are references to the designated Articles or Sections or subdivision of this Agreement.

SECTION 12.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

SECTION 12.09. Amendments. Subject to the limitations set forth in § 12-44-40(L)(2) of the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

SECTION 12.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

[End of Article XII]

IN WITNESS WHEREOF, the parties have executed this Fee in Lieu of Tax Agreement as of the date first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____ (SEAL)
Harrison E. Orr, Supervisor/Chairman,
Oconee County, South Carolina

ATTEST:

By: _____
Opal O. Green, Clerk to County Council,
Oconee County, South Carolina

AMOCO FABRICS AND FIBERS COMPANY,
a wholly-owned subsidiary of BP Amoco Corporation,
a corporation organized and existing under the laws of
another state and authorized to conduct business in the
State of South Carolina

By: _____
Name: _____
Title: _____

EXHIBIT A
LAND DESCRIPTION

All that certain piece, parcel, or tract of land with improvements thereon, if any, situate, lying, and being located in the County of Oconee, State of South Carolina and being shown and designated as _____ acres on a plat prepared for Amoco Fabrics and Fibers Company by _____ and dated _____, and recorded in the Office of the Clerk of Court for Oconee County in Book _____ at page _____, and having the following metes and bounds:

[NEED]

TMS #:

SCHEDULE A
ANTICIPATED PILOT PAYMENTS

[ATTACHED]

ORDINANCE NO.

AN ORDINANCE TO AMEND THE JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, DATED MAY 4, 1998 AND AMENDED ON DECEMBER 7, 1998; SUCH INDUSTRIAL/BUSINESS PARK BEING GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX TO THE COUNTIES AND RELEVANT TAXING ENTITIES; AND, TO PROVIDE THAT JOBS TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR INDUSTRIES LOCATING IN SAID PARK, AND TO PERMIT A USER FEE IN LIEU OF AD VALOREM TAXATION.

WHEREAS, Oconee County, South Carolina and Pickens County, South Carolina (jointly the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, Oconee County, South Carolina entered into an agreement with Pickens County, South Carolina to develop jointly an industrial and business park as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the "Act"),

WHEREAS, the Counties executed an Agreement for Development for Joint County Industrial Park dated May 4, 1998 (the "Agreement") and amended on December 7, 1998 (the "First Amended Agreement") (jointly referred to herein as the "Agreement") and the Counties now wish to amend the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL:

SECTION I. Oconee County is hereby authorized to amend the Agreement so as to expand the Park premises located within Oconee County and Pickens County. The form of the second amended joint industrial park agreement (the "Second Amended Agreement") is attached hereto, and all terms of the Agreement, First Amended Agreement and Second Amended Agreement are incorporated herein. The form, terms and provisions of the Second Amended Agreement presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved, and all of the terms, provisions and conditions thereof are hereby

incorporated herein by reference as if the Second Amended Agreement were set out in this Ordinance in its entirety. The Supervisor/Chairman of the County Council and the Clerk to the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Second Amended Agreement in the name and on behalf of the County. The Second Amended Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Second Amended Agreement now before this meeting.

SECTION II. The maximum tax credits allowable by South Carolina Code of Laws, 1976, Section 12-6-3360, as amended, will apply to any business enterprise located in the Park.

SECTION III. Any business enterprise locating in the Park shall pay a fee in lieu of ad valorem taxes as provided for in the Agreement, as amended, Article VIII, Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of ad valorem taxes shall be paid to the county treasurer for the county in which the premises is located. That portion of the fees from the Park premises located in Pickens County and allocated pursuant to the Agreement, as amended, to Oconee County shall be paid by the Pickens County Treasurer to the Oconee County Treasurer within five business days of receipt for distribution, such distribution shall be made in accordance with the Agreement. That portion of the fees from the Park premises located in Oconee County and allocated pursuant to the Agreement, as amended, to Pickens County shall be paid by the Oconee County Treasurer to the Pickens County Treasurer within five business days of receipt for distribution, such distribution shall be made in accordance with Agreement, as amended. Payments shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the county tax collector for the county where the premises is located, shall maintain all liens and rights to foreclose upon liens provided for the counties in the collection of ad valorem taxes.

SECTION IV. The administration, development, promotion, and operation of the Park shall be the responsibility of the county in which each premises of the Park is located. Provided, that to the extent any Park premises is owned by a private developer, the developer shall be responsible for development expenses as contained in the Agreement, as amended.

SECTION V. In order to avoid any conflict of laws or ordinances between the Counties, the Oconee County ordinances will be the reference for such regulations or laws in connection with the Park premises located within Oconee County and the Pickens County ordinances will be the reference for such regulations or laws in connection with the Park premises located within Pickens County. Nothing herein shall be taken to supersede any state or federal law or regulation. The county in which the premises is located is specifically authorized to adopt restrictive covenants and land use requirements for the Park at the county's sole discretion.

SECTION VI. The Sheriff's Department for the county within the Park premises is located will have initial jurisdiction to make arrests and to exercise all authority and power within the boundaries of the Park premises located within each county, and fire, sewer, water and EMS services will be provided by the service district within whose jurisdiction the Park premises are located.

SECTION VII. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION VIII. The Agreement, as amended, may not be terminated except by concurrent ordinances of Oconee County Council and Pickens County Council. In any event, this Ordinance shall terminate twenty (20) years from the date of its execution by both parties.

SECTION IX. Oconee County hereby designates the following distribution of the portion of the fee-in-lieu of ad valorem taxes received by Oconee County pursuant to the Agreement, as amended, for Park premises located in Pickens County.

Oconee County, South Carolina	100%
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SECTION X. Oconee County hereby designates that the distribution of the fee in lieu of ad valorem taxes pursuant to the Agreement received by Oconee County for Park premises located in Oconee County be paid to each of the taxing entities in Oconee County which levy an ad valorem property tax in any of the areas comprising the Oconee Park in the same percentage as is equal to that taxing entity's percentage of the millage rate being levied in the then current tax year for the property tax purposes, provided that the County may, from time to time, by ordinance, amend the distribution of the fee in lieu of tax payments to all taxing entities. A portion of the fee in lieu of ad valorem taxes which Oconee County receives pursuant to the Agreement, as amended, for Park premises may be, from time to time and by ordinance of Oconee County Council or its successor, designated for the payment of Special Source Revenue Bonds issued pursuant to Sections 4-1-175 and 4-29-68 of the South Carolina Code of Laws, 1976 or an Infrastructure Tax Credit issued pursuant to Section 4-1-175, as amended.

SECTION XI. The Ordinance shall be effective after third and final reading and publication.

Passed and approved this ____ day of December, 1999.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Harrison E. Orr, Supervisor/Chairman of County Council
Oconee County, South Carolina

By: _____
Opal O. Green, Clerk to County Council
Oconee County, South Carolina

First Reading: November 22, 1999
Second Reading: December 7, 1999
Public Hearing: December 21, 1999
Third Reading: December 21, 1999





OCCONEE COUNTY SHERIFF'S OFFICE

415 SOUTH PINE STREET
WALHALLA, SOUTH CAROLINA 29691-2145
(864) 638-4117

James E. Singleton, Sheriff

TO : Supervisor and County Council

FROM : Sheriff James Singleton

RE : Purchase of Special Utility Vehicle for Crime Scene Technician

DATE : December 21, 1999

The Sheriff's Department requested and was given the position of Crime Scene Technician in our 1999-2000 budget. This officer is assigned the task of processing and collecting evidence at crime scenes. This requires a substantial amount of equipment (photographic, fingerprint, tire and foot impression, trace evidence, evidence storage containers, etc.) which the officer needs to carry in his vehicle. When we compiled the budget in February, we did not specify a vehicle type for the crime scene officer. We wanted to first select an officer who could then observe and train with other departments who had crime scene technicians and then select a vehicle type meeting the needs of the job.

Our Crime Scene Technician, Patrick Merck has spent several months obtaining equipment, training, and observing other departments. A suburban-type vehicle is used by S.L.E.D. and many county departments as a crime scene unit. It is better suited for reaching crime scenes in remote, mountainous, and limited access areas or in bad weather, especially when equipped with four wheel drive. This vehicle has adequate cargo storage for the equipment needed to process crime scenes. It is sometimes necessary to tow a trailer to transport evidence back to evidence storage and this size vehicle is more stable for such tasks.

The only vehicle on state contract which meets these criteria is the Ford Excursion. The cost of this vehicle, with needed options, is \$33,683.50. We have adequate funds in our vehicle capital expenditure line item to purchase this vehicle. We were allocated \$263,940 in the budget for twelve (12) vehicles. We have purchased or requisitioned eleven (11) of these vehicles for a total of \$224,806. This leaves a balance of \$39,134. We are requesting that council approve the purchase of the Ford Excursion on state contract for a total of \$33,683.50.



OCCONEE COUNTY SHERIFF'S OFFICE

415 SOUTH PINE STREET
WALHALLA, SOUTH CAROLINA 29691-2145
(864) 638-4117

James E. Singleton, Sheriff

TO : Mr. Harrison Orr, County Supervisor
and All County Council Members

FROM: *John A. Murray*
Director, Public Safety Communications

DATE: December 17, 1999

RE : Authorization to spend 911 revenue on improving 911 service

Present situation: The 911 trunk groups that feed our dispatch center do not have overflow capacity. This means that if the five trunk groups become overly busy in a catastrophic emergency, the calls will not automatically switch over to our administrative lines and the caller would get a busy signal. In addition, we receive almost 50% of our emergency calls on non-911 administrative phone numbers (for example: 638-4111, 4112, 4113, etc.). These administrative phone numbers appear on our dispatch consoles without full caller ID (we get the phone number only, no name and address displayed). In addition, there have been three minor emergencies in which the number of emergency calls coming into our dispatch center blocked/prohibited our operations people from making outgoing calls for other emergency service coordination. The dispatchers could not make any outgoing phone calls. We cannot afford to be in that position.

Corrective action to be taken:

- Authorize Southern Bell to provide full caller ID on all administrative incoming lines and to provide the Oconee County 911 Center with five dedicated unpublished administrative circuits for outgoing calls only, so that no matter what level of emergencies occur or no matter how many incoming calls we have we can make outgoing calls for emergency coordination.
- Install overflow capacity with the 911 trunks so that if the volume of calls exceed their capacity, it will automatically be routed to our administrative phone numbers.

Costs:

\$ 1,139.00 one-time installation charge
590.00 ** special engineering fee (** It is not clear at this time whether this fee will be charged)
324.68 monthly re-occurring charge

Mr. Harrison Orr, County Supervisor
And All County Council Members
December 17, 1999
Page 2

I recently completed a review of our 911 billing account and have identified a sufficient surplus of funding which I would like to use to initiate the above actions. I have confirmed with Tony Laird of the South Carolina Budget Control Board that the action to correct operational deficiencies in the 911 center is an appropriate use of the funding. Based on our call volume increases, the monthly reoccurring charges for these new 911 center services/PSAP services, our revenue system will sustain these costs.

Please notify me when you want to discuss this so that I can proceed with my request to Bell South.

cc/Sheriff Singleton
cc/Steve Pruitt
cc/Marianne Dillard
cc/Phyllis Lombard

JANUARY 2000

OCONEE COUNTY ABSTRACT

NUMBER OF VEHICLES 4407

MARKET VALUE \$26,266.131.00

TOTAL VEHICLE CREDIT \$29,363.56

Information concerning vehicle credit for vehicles beginning year 2000.

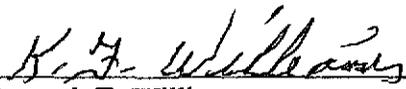
1. Estimated amount to be received from state for January thru December 2000 is \$383,346.89. This check will be mailed from Columbia on January 11, 2000 per Comptroller Generals Office.
2. I have calculated the amount of credit as follows:

Estimated actual value of vehicles	÷ Amount from State	= Tax Credit
\$342,781,379.00	\$383,346.89	.001118

3. Sample of Credit

Vehicle Market Value	Total Tax Credit
\$ 5000.00	\$ 5.59
\$ 8000.00	\$ 8.94
\$12,000.00	\$13.42
\$22,000.00	\$24.60
\$35,000.00	\$39.13

4. I have set this credit to come of the County Operations only. Then to be added back when the credit is actually given.


 Kenneth F. Williams
 Oconee County Auditor

12/20/99
 Date

South Carolina State Treasurer's Office
 Personal Property Tax Relief

20,000,000.00

CALENDAR YEAR 1998

CCD Code	County Name	1-Jan-98 Thru 31-Dec-98 AUTOS	1-Jan-98 Thru 31-Dec-98 TRUCKS	1-Jan-98 Thru 31-Dec-98 TOTAL	County Ratio	County Allocation
1001	Abbeville County	14,422	6,820	21,242	0.0070403	140,805.35
1002	Aiken County	82,150	30,510	112,660	0.0373391	746,781.39
1003	Allendale County	5,066	1,870	6,936	0.0022988	45,976.17
1004	Anderson County	96,850	38,945	135,795	0.0450067	900,134.73
1005	Bamberg County	8,415	3,379	11,794	0.0039089	78,178.05
1006	Bamwell County	12,415	5,577	17,992	0.0059631	119,262.30
1007	Beaufort County	65,458	15,415	80,873	0.0268039	536,077.14
1008	Berkeley County	71,564	26,843	98,407	0.0326152	652,303.53
1009	Calhoun County	9,416	4,805	14,221	0.0047133	94,265.74
1010	Charleston County	166,174	40,803	206,977	0.0685987	1,371,973.82
1011	Cherokee County	27,836	13,215	41,051	0.0136056	272,111.86
1012	Chester County	18,815	8,444	27,259	0.0090345	180,689.81
1013	Chesterfield County	23,278	10,549	33,827	0.0112113	224,226.65
1014	Clarendon County	15,657	6,783	22,440	0.0074373	148,746.44
1015	Colleton County	19,639	9,139	28,778	0.0095379	190,758.70
1016	Darlington County	36,254	13,630	49,884	0.0165331	330,662.55
1017	Dillon County	15,796	6,339	22,135	0.0073362	146,724.71
1018	Dorchester County	50,815	17,365	68,180	0.0225970	451,939.95
1019	Edgefield County	11,938	5,614	17,552	0.0058173	116,345.70
1020	Fairfield County	13,511	5,508	19,019	0.0063035	126,069.90
1021	Florence County	70,732	25,660	96,392	0.0319473	638,946.84
1022	Georgetown County	30,685	11,018	41,703	0.0138217	276,433.73
1023	Greenville County	226,024	63,712	289,736	0.0960276	1,920,552.56
1024	Greenwood County	38,044	13,592	51,636	0.0171138	342,275.91
1025	Hampton County	9,700	4,452	14,152	0.0046904	93,808.36
1026	Horry County	113,429	36,832	150,261	0.0498012	996,024.48
1027	Jasper County	8,729	4,096	12,825	0.0042506	85,012.17
1028	Kershaw County	31,363	13,246	44,609	0.0147848	295,696.53
1029	Lancaster County	34,469	14,955	49,424	0.0163807	327,613.38
1030	Laurens County	37,048	15,896	52,944	0.0175473	350,946.15
1031	Lee County	9,628	3,431	13,059	0.0043282	86,563.27
1032	Lexington County	126,835	48,490	175,325	0.0581082	1,162,164.45
1033	McCormick County	5,485	2,152	7,637	0.0025311	50,622.84
1034	Marion County	18,110	6,333	24,443	0.0081012	162,023.59
1035	Marlboro County	14,715	4,948	19,663	0.0065169	130,338.74
1036	Newberry County	20,043	9,975	30,018	0.0099489	198,978.20
1037	Oconee County	39,679	18,153	57,832	0.0191673	383,346.89
	Orangeburg County	50,039	17,993	68,032	0.0225479	450,958.91

ESTIMATE

CALENDAR YEAR 1998

CCD Code	County Name	1-Jan-98 Thru 31-Dec-98 AUTOS	1-Jan-98 Thru 31-Dec-98 TRUCKS	1-Jan-98 Thru 31-Dec-98 TOTAL	County Ratio	County Allocation
1039	Pickens County	58,406	24,658	83,064	0.0275300	550,600.47
1040	Richland County	183,220	40,183	223,403	0.0740428	1,480,855.69
1041	Saluda County	10,077	5,936	16,013	0.0053072	106,144.24
1042	Spartanburg County	147,678	53,773	201,451	0.0667672	1,335,344.02
1043	Sumter County	56,227	19,081	75,308	0.0249594	499,188.82
1044	Union County	17,838	7,280	25,118	0.0083249	166,497.91
1045	Williamsburg County	18,420	7,883	26,303	0.0087176	174,352.84
1046	York County	95,483	34,359	129,842	0.0430337	860,674.50
		2,237,575	779,640	3,017,215	1.0000000	20,000,000.00

Personal Motor Vehicle Registration
 Information Provided by:
 South Carolina Department of Public Safety
 Motor Vehicle Registrations - Table 311

MEMO

TO: Opal Green, Council Clerk
FROM: Martha Baily, Library Director
DATE: December 15, 1999

I would like to be placed on the Agenda for the next Council Meeting on December 21, 1999. I will be asking Council's approval for applying for a grant from the State Library in the amount of \$1,500 for our Systems Manager to attend the DRA Users' Conference as per the attached.

Thanks!!

DRA Users' Conference 2000
Registration Information



The future is here.

D&RA

Conference Information

Conference Location

The Ritz-Carlton Hotel
100 Carondelet Plaza
Clayton, MO 63105
(314) 863-6300

Airport Transportation

County Cab: (314) 991-5300
\$15 US (Ask for trip #9305 to Clayton)
Airport Express/Share a Ride: (314) 429-4950

UC Registration Confirmation Number

Please do not attempt to make hotel reservations until you receive your UC2000 Registration Confirmation Number, which will be mailed or e-mailed to you when your registration is completed by DRA. You will need to provide this number to the hotel reservation agent in order to receive conference rates, and to Innovative Travel, official conference travel agency, to receive special airfares.

Hotels

DRA has reserved room blocks for conference attendees. Please make your reservations directly with either hotel. You must provide your UC2000 registration confirmation number to the hotel reservation agent to receive conference rates. All hotel reservations must be made no later than February 21, 2000 to receive conference rates, subject to sales and occupancy tax. The Sheraton (formerly Holiday Inn) is within easy walking distance to The Ritz-Carlton. Shuttle bus service will be available between hotels.

The Ritz-Carlton

100 Carondelet Plaza
Clayton, MO 63105
(314) 863-6300

Single/Double: \$135 US
Club: \$195 US
Suite: \$260 US

Sheraton (formerly Holiday Inn)

7730 Bonhomme Avenue
Clayton, MO 63105
(314) 863-0400

All Rooms: \$99 US

Travel Agent

Innovative Travel has been selected as the official travel agency for the 2000 DRA Users' Conference. Call 800-447-6064 and provide your UC2000 registration confirmation number to take advantage of the special fares for selected airlines. When you book your travel through Innovative you'll automatically be entered to win two free domestic airline tickets anywhere in the continental U.S.

Training Sessions

DRA is pleased to offer a broad range of training sessions to our customers. Training fees are separate, and are not included in the conference cost. Space is limited and registration will close when room capacity has been reached. Enroll today! (Turn the page for a schedule of classes.)

Checklist

- Register online, if you prefer, at UC2000.DRA.com.
- Be sure to fill out the Conference Registration and the Training Registration as applicable.
- Full payment for the Conference is due in advance. The "Total Due" in registration fees should equal the "Total Payment." You may use any combination of the applicable methods to account for your fees.
- Please sign and return the Non-Disclosure Agreement.
- Even if you are not attending the conference, please mail or fax the DRA Users' Group membership information form to Kathy Isaacson (not to DRA) at the address provided on that form.

General Schedule

We are pleased to introduce much more comprehensive use of the Web as a means of communicating conference content this year. Beginning in late January all attendees will be given access to a special UC2000 Web site. As requested by many users last year, this allows us to post complete session schedules — including the most up-to-date versions of any slide presentations available — in advance of your arrival at the conference.

The full breakout-session schedule will run through lunch on Wednesday. We have once again designed the schedule to allow each conference participant to attend as many different breakout sessions as possible. The preliminary list of breakout topics includes the traditional sessions on DRA Classic, MultiLIS, INLEX/3000 and Taos modules, as well as Taos migration specifications, XML and the new Patron Authentication Server, the new EDI module, the new Safari GUI for report writer, and system and network management issues.

All sessions will be held in The Ritz-Carlton.

Saturday, March 4

2:00 pm – 5:00 pm Registration
3:00 pm – 5:00 pm Users' Group-led sessions

Sunday, March 5

8:00 am – 4:30 pm Registration
8:00 am – 9:30 am Breakfast
9:00 am – 10:30 am MultiLIS Users' Group meeting
10:30 am – Noon DRA Users' Group business meeting
Noon – 1:30 pm Lunch
1:30 pm – 5:00 pm Users' Group-led sessions
6:00 pm Conference Banquet and Awards

Monday, March 6

7:00 am – 8:30 am Breakfast
8:30 am – Noon General Sessions
Noon – 1:30 pm Lunch
Directors' Lunch (Directors Only)
1:30 pm – 4:30 pm Breakout Sessions
6:00 pm Movies

Tuesday, March 7

7:00 am – 8:30 am Breakfast
8:30 am – 9:30 am "Ask Mike"
9:45 am – 5:15 pm Breakout Sessions
11:00 am – 1:30 pm Lunch (two seatings)
5:30 pm – 9:30 pm Free shuttle to St. Louis Public Library,
Art Museum and Union Station

Wednesday, March 8

7:00 am – 8:30 am Breakfast
8:30 am – 12:15 pm Breakout Sessions
Noon – 2:00 pm Lunch (sit-down or carry-out)

BIDDER	Greg Cobb	Glenn's Scrap Metals	Carolina Scrap Processors	Cobb Salvage	Hunnicutts Scrap Metal	Cleve Phillips	James Smith	Tri State Auto Crushers
Scrap Metal Piles at Motor Pool, Airport & Road Dept.	925.00	444.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Attended Bid Opening:	Tom Hendrix, Marianne Dillard, Ann Albertson							

BID FORM

I hereby submit a bid of \$ 925.00 ~~875.00~~ for the scrap metal piles located at the Oconee County Motor Pool, the Airport and the Road Department.

If I am the successful bidder, I agree to have all items moved within two weeks after I am notified.

Signature: Gregg Cobb

Print Name: Gregg Cobb

Address: 297 Lakeview Dr.
Walhalla, SC 29691

Phone: 864-638-8415

Date: 12-14-99

Please show the following bid number on the lower left corner of the envelope -

Bid No. 99-29

BID FORM

I hereby submit a bid of \$ 444.00 for the scrap metal piles located at the Oconee County Motor Pool, the Airport and the Road Department.

If I am the successful bidder, I agree to have all items moved within two weeks after I am notified.

Signature: Glenn Lyle

Print Name: GLENN LYLE

Address: 633 SWINUAH Rd.

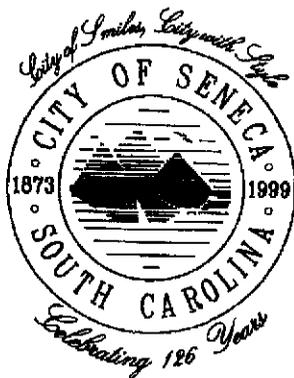
WESTMINSTER S.C. 29693

Phone: 864-647-1623

Date: 12-13-99

Please show the following bid number on the lower left corner of the envelope -

Bid No. 99-29



CITY OF SENECA
P.O. Box 4773
221 East North First Street
Seneca, South Carolina 29679
(864) 885-2700

Council Members:

Vikki Allen
Warren Bright
Robert Holbrooks
Andy Inabinet
Carlton King
Bobby Laye
Ernest Riley

Mayor Daniel W. Alexander
Mayor Pro Tem Ronnie O'Kelley

December 15, 1999

Mr. Harrison Orr
Oconee County Supervisor
415 S. Pine Street
Walhalla, SC 29691

Dear Harrison,

During our Seneca City Council meeting on December 14, 1999, council members voted unanimously to recommend that Mr. Greg Dieterick be appointed to the Oconee County Sewer Commission to replace Mr. John Hamrick, whose term expires December 31, 1999. Your consideration of this appointment is greatly appreciated.

Should you need additional information, please do not hesitate to contact me.

Sincerely,

Daniel W. Alexander

DWA/dl

**SOUTH CAROLINA
EMERGENCY PREPAREDNESS DIVISION
1429 Senate Street
Columbia, SC 29201**

GRANT AWARD

DATE OF AWARD: December 14, 1999

SUB-GRANTEE: Oconee County Emergency Preparedness Agency

PROGRAM NAME: HMEP Planning Grant

CFDA No.: 20.703

GRANT PERIOD: 09/30/99 - 09/30/00

GRANT NO: HMESC9042070

AWARDED THIS TRANSACTION: \$3,300.00

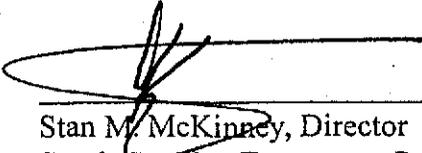
PRIOR AWARD: \$0

CURRENT TOTAL AWARD: \$3,300.00

Under the Department of Transportation (DOT) Assistance Agreement No. HMESC9042070, the South Carolina Emergency Preparedness Division, Office of the Adjutant General, hereby awards to the aforementioned Sub-Grantee, a federal grant in the amount shown above, for the projects specified in the HMEP Planning Grant application.

The grant shall become effective, as of the date of award and upon return of an original signed copy of this document by the Sub-Grantee's designated official(s), to the South Carolina Emergency Preparedness Division.

The subgrantee, hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements set forth in the Code of Federal Regulations (CFR) 49, OMB Circular Nos. A-102, A-87 and A-128 and the signed Standard Assurances, which are on file, as they relate to the application, acceptance, and use of federal funds.



Stan M. McKinney, Director
South Carolina Emergency Preparedness Division,
Office of the Adjutant General

Acceptance for the Sub-Grantee:

*Signature of LEP/PC Chairperson
Director/Coordinator*

Date

The State of South Carolina
Military Department



OFFICE OF THE ADJUTANT GENERAL

December 14, 1999

STANHOPE S. SPEARS
MAJOR GENERAL
THE ADJUTANT GENERAL

Mr. Anthony Klutz
LEPC Chairperson
Oconee County Emergency Preparedness Agency
415 South Pine Street
Walhalla, SC 29691

Dear Mr. Klutz:

This is to inform you that your request for HMEP Planning Grant funds in the amount of \$300.00 for program implementation and \$3,000.00 for special projects has been approved. This approval is based on your proposal for activities and services which meet the federal criteria. Unfortunately we did not receive sufficient funds to totally fund your request.

Two copies of the subcontract for this grant are enclosed. Please read and sign both subcontracts and return one to this office. A signed contract must be received before any expenditures will be reimbursed.

Please submit copies of paid invoices, proof of payment and a summary of expenses on the attached Form HP-1, Request for Reimbursement within 15 days after completion of services. *Any request for reimbursement received after November 15, 2000 may be subject to nonpayment.* If the 20% "in-kind" match is not a cash match, certify the manner in which this requirement has been met. A brief summary of your project(s) should also be included.

Thank you for taking part in what we feel will be a very useful, productive program, that will improve our hazmat incident management and response capabilities.

If you have any questions, please contact me or the HazMat Program Manager, Jon Boettcher, at 803-734-8020.

Sincerely,

A handwritten signature in black ink, appearing to read "Stan M. McKinney".

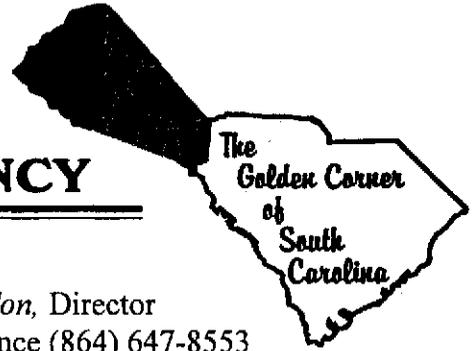
Stan M. McKinney
Director

SMM:KB:ns

Enclosures

Emergency Preparedness Division
Rutledge Building 1429 Senate Street
Columbia, South Carolina 29201 (803) 734-8020
Fax (803) 734-8062

OCONEE COUNTY
EMERGENCY PREPAREDNESS AGENCY



415 South Pine Street
Walhalla, South Carolina 29691
Telephone (864) 638-4200 • Fax (864) 638-7046

Henry Gordon, Director
Residence (864) 647-8553

MEMORANDUM

TO: HAZ-MAT Program Manager
SC-EPD

FROM: Henry H. Gordon, Jr., Director
OC- EPA

DATE: July 8, 1999

SUBJECT: HMEP GRANT APPLICATION PACKAGE

Attached is the subject grant application package for Oconee County.

If you have any questions, please feel free to contact me at 864-638-4200.

A handwritten signature in cursive script, appearing to read "Henry H. Gordon, Jr.".

Henry H. Gordon, Jr.
Director

Attachment

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT P-2: LEPC CERTIFICATION

Type grant being applied for: Program Implementation Special Project

TO: HazMat Program Manager, South Carolina Emergency Preparedness Division, 1429 Senate Street, Columbia, SC 29201

FROM: Oconee County LEPC

LEPC Information:

Name of Chairperson: Anthony Klutz Number of Members: 36

Number of meetings in preceding 12 months: 4 Date of Last Meeting: 5-19-99

Date of Next Scheduled Meeting: 8-18-99

LEPC Activities (Check as appropriate):

Response SOPs: Underway Completed Completion Date _____

Hazard Analysis: Underway Completed Completion Date _____

Plan Exercised: Yes No Date of Last Exercise 2-22-99

Facility Outreach Program: Yes No

Public Information Program: Yes No

Other (Note activity) _____

Certification:

Coordinator

- 1) I certify that I was appointed/elected as the ~~Chairperson~~ ^{Coordinator} of this LEPC.
- 2) I certify that the LEPC is complying with Section 324 of EPCRA - Public Availability of Plans, Data Sheets, Forms, and Follow-up Notices.
- 3) I certify that all LEPC members have had the opportunity to review this application.
- 4) I understand that the designated agency that will receive grant funds will be subject to audit by the South Carolina Emergency Preparedness Division.

for Anthony H. Klutz Jr.
Signature of LEPC Chairperson

7/8/99
Date

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT P-3: PROGRAM IMPLEMENTATION GRANT APPLICATION

TO: HazMat Program Manager, South Carolina Emergency Preparedness Division,
1429 Senate Street, Columbia, SC 29201

FROM: Oconee County LEPC

Briefly describe the reason for requesting a Program Implementation Grant and how the grant will be utilized:

The Oconee County Local Emergency Planning Committee (LEPC) receives no funding for administrative expenses. Grant funds will be used for producing and mailing out of information packets to LEPC members and industries located within Oconee County, primary cost of annual update of the Emergency Operations Plan for Oconee County, publication of the Title III Notice, and other administrative and exercise costs of the LEPC.

Method of meeting 20% In-Kind Match:

Donated time from LEPC members.

Amount Requested: \$ 300.00 (Not over \$300.00)

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT P-4: SPECIAL PROJECT GRANT APPLICATION (#1)

**TO: HazMat Program Manager, South Carolina Emergency Preparedness Division,
1429 Senate Street, Columbia, SC 29201**

FROM: Oconee County LEPC

Describe the Special Project by answering the following questions:

- 1. Briefly describe the reason a Special Project Grant is needed. What specific problem(s) will the grant funds help to solve? How many jurisdictions and organizations will be helped by the grant?**

The grant is needed to defray costs of planning and conducting a HAZ-MAT exercise for Oconee County. The grant will help to solve problems of evacuation, traffic management, hazardous chemical identification and containment, and patient care. A minimum of ten agencies will benefit directly from the grant plus the citizens of Oconee County.

- 2. What are the work tasks to be included in the project?**

The exercise will consist of a tornado resulting in an evacuation in a small town near a manufacturing facility. The tasks of evacuation, hazardous chemical, medical treatment, identification, containment, fire fighting and operation of the EOC will be accomplished.

- 3. When will the work tasks be started and completed?**

Planning will begin in August 1999; work on the exercise will be completed by October 2000.

- 4. Who will do the work tasks and why were they selected for the tasks?**

Members of the LEPC and members of the various volunteer agencies to include fire, HAZ-MAT, rescue squads, Red Cross, as well as members of the law enforcement, EMS, DHEC, and evaluators were selected to assist with the exercise and/or improve their expertise.

- 5. What new work products (reports, plans, maps, etc.) will the special project produce?**

N/A

THE HMEP GRANT APPLICATION PACKAGE

Describe the budget for the special project by answering the following questions:

6. How many work hours will be spent on each major work task? (list by major task)

A minimum of 60 work hours will be spent in planning the exercise. The conduct and critique of the exercise will take a minimum of 400 work hours.

7. What is the total cost for the special project? \$1,000.00

8. Give the costs for each of the following (if applicable):

Direct salaries/wages: _____ Travel costs: _____

Personnel benefits: _____ Equipment/supply costs: _____

TOTAL PERSONNEL COSTS: _____

Any other costs: _____ Describe cost: The cost of use of a conference room, equipment, chairs, tables, etc., for the conduct of HAZ-MAT exercise and critique.

9. If equipment and supplies will be purchased, list below the cost for each item:

N/A

10. Describe why equipment and supplies need to be purchased for the special project (What impact will denial of the purchase have on the project?):

N/A

11. If a contractor will be used in completing the special project, answer the following:

a. Why is a contractor needed:

b. Who is the contractor and why was he/she selected:

c. What work tasks will the contractor complete:

d. Who will supervise the contractor's work and be responsible for its completion:

THE HMEP GRANT APPLICATION PACKAGE

Provide the following information to help the Emergency Preparedness Division determine the priority for this special grant application:

- 12. Will other LEPCs or other organizations from outside the county participate in the project: and if so, describe their participation:**

Representatives from outside fire and HAZ-MAT organizations will serve as evaluators for the exercise.

- 13. Will the special project grant funds be combined with other sources of funding, and if so, describe the amount and sources of other funding:**

No.

- 14. Describe how 20% In-Kind match will be met:**

Time donated by the LEPC staff in planning and conduct of the exercise.

IF THE FUNDING REQUESTED HAD TO BE REDUCED:

- 15. What work tasks or purchases would be the first to be eliminated, reduced or modified:**

If funding were reduced, we would look for alternative sources to complete the project.

- 16. How much would the project cost be decreased by the above modifications:**

N/A

- 17. How much could the project be decreased before it is no longer a valid, worthwhile project:**

N/A

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT P-4: SPECIAL PROJECT GRANT APPLICATION (#2)

TO: HazMat Program Manager, South Carolina Emergency Preparedness Division,
1429 Senate Street, Columbia, SC 29201

FROM: Oconee County LEPC

Describe the Special Project by answering the following questions:

1. **Briefly describe the reason a Special Project Grant is needed. What specific problem(s) will the grant funds help to solve? How many jurisdictions and organizations will be helped by the grant?**

The grant is needed to defray the costs of planning and disseminating educational information to the public for the household hazardous material collection day for Oconee County. The grant will help to educate the general public about hazardous materials in the household and how to properly dispose of them. The citizens of Oconee County will benefit directly from the grant.

2. **What are the work tasks to be included in the project?**

The project will be to inform the public about the amnesty day and to provide information to the public on how to properly dispose of hazardous household materials.

3. **When will the work tasks be started and completed?**

Planning will begin in June 1999; work on the project will be completed by spring 2001.

4. **Who will do the work tasks and why were they selected for the tasks?**

Members of the LEPC and Oconee County Solid Waste and members of the various volunteer agencies to include fire, HAZ-MAT, rescue squads and Red Cross, as well as members of the law enforcement, EMS and DHEC were selected to assist with the project and/or improve their expertise.

5. **What new work products (reports, plans, maps, etc.) will the special project produce?**

N/A

THE HMEP GRANT APPLICATION PACKAGE

Describe the budget for the special project by answering the following questions:

6. How many work hours will be spent on each major work task? (list by major task)

A minimum of 100 work hours will be spent in planning the project. The conduct and critique of the project will take a minimum of 400 work hours.

7. What is the total cost for the special project? \$2,000.00

8. Give the costs for each of the following (if applicable):

Direct salaries/wages: _____ Travel costs: _____

Personnel benefits: _____ Equipment/supply costs: _____

TOTAL PERSONNEL COSTS: _____

Any other costs: _____ Describe cost: The cost of printing and disseminating educational material to the general public.

9. If equipment and supplies will be purchased, list below the cost for each item:

N/A

10. Describe why equipment and supplies need to be purchased for the special project (What impact will denial of the purchase have on the project?):

N/A

11. If a contractor will be used in completing the special project, answer the following:

a. Why is a contractor needed:

b. Who is the contractor and why was he/she selected:

c. What work tasks will the contractor complete:

d. Who will supervise the contractor's work and be responsible for its completion:

THE HMEP GRANT APPLICATION PACKAGE

Provide the following information to help the Emergency Preparedness Division determine the priority for this special grant application:

- 12. Will other LEPCs or other organizations from outside the county participate in the project: and if so, describe their participation:**

Representatives from the Oconee County Solid Waste Department will also participate.

- 13. Will the special project grant funds be combined with other sources of funding, and if so, describe the amount and sources of other funding:**

No.

- 14. Describe how 20% In-Kind match will be met:**

Time donated by the LEPC staff in planning and conduct of the project.

IF THE FUNDING REQUESTED HAD TO BE REDUCED:

- 15. What work tasks or purchases would be the first to be eliminated, reduced or modified:**

If funding were reduced, we would look for alternative sources to complete the project.

- 16. How much would the project cost be decreased by the above modifications:**

N/A

- 17. How much could the project be decreased before it is no longer a valid, worthwhile project:**

N/A

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT P-5: EXAMPLES OF COSTS AVAILABLE FOR USE AS A SOFT MATCH

NOTE: ALL IN-KIND MATCHING COSTS MUST BE REASONABLE, ALLOWABLE AND ALLOCABLE TO THE PROJECT.

1. Salaries, fringe benefits, per diem, housing, or travel expenses incurred by any person other than a STATE employee while attending classes or involved with the program.
2. Private contributions such as corporate contributions of facilities, equipment, or services (e.g., tank car, cargo tank trailers, van trailer, training site, hazmat equipment, first aid ambulance stand-by, classroom space).
3. Voluntary contributions such as: firefighter support, emergency personnel support, and the time of any LEPC member.
4. Equipment or facilities used for exercises, whether public or private.
5. Voluntary expenditures such as:
 - A person in the community who is a chemical engineer or a physician donates his/her time during an exercise.
 - A professor volunteers to be trainer or to train-the-trainers.
 - Citizens volunteer to set up or participate in exercises.
6. Facility space (e.g., a surplus school building used as hazmat academy) is donated to house courses or conduct exercises.
7. University students volunteer time to participate in exercises, aid data collection, or assist in exercise report generation.

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT T-1: TRAINING COURSE APPLICATION

TO: HazMat Program Manager, South Carolina Emergency Preparedness Division, 1429 Senate Street, Columbia, SC 29201

FROM: Oconee County LEPC

1. We request the following HAZMAT TRAINING courses:

<u>COURSE #/TITLE</u>	<u>DATES (PRI & SEC) STUDENTS</u>	<u>LOCATION</u>	<u>#</u>
#2713 - HAZ-MAT Pesticide Challenge	Nov. 1999 (Pri.) Jan. 2000 (Sec.)	Oconee County	16
#2137 - Incident Command System	Jan. 2000 (Pri.) Nov. 1999 (Sec.)	Oconee County	16
#2723 - HAZ-MAT Technician	Nov. 1999 (Pri.) Jan. 2000 (Sec.)	Oconee County	40
#3310 - Intro. to Search & Rescue	Nov. 1999 (Pri.) Jan. 2000 (Sec.)	Oconee County	16
#2722 - HAZ-MAT Operation	Jan. 2000 (Pri.) Nov. 1999 (Sec.)	Oconee County	24

Please fill in the Course#/Title from the course menu (Attachment T-2). List both primary and secondary dates. Annotate the location where the training is to be held. Ensure that you will have a sufficient number of students before requesting a course. FAILURE TO HAVE AT LEAST 15 STUDENTS WILL RESULT IN COURSE CANCELLATION AND MAY JEOPARDIZE FUTURE FUNDING.

2. Point of contact:

Name: Henry H. Gordon, Jr. Phone: (864) 638-4200

3. Certification:

Henry H. Gordon, Jr.

Typed/Printed Name of LEPC ~~Chairman~~ Coordinator

Signature of LEPC ~~Chairperson~~ Coordinator



7/8/99
Date

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT T-2: MENU OF COURSES

**South Carolina Fire Academy HAZMAT Courses
(Available at the Academy or in the Field)**

<u>COURSE #</u>	<u>MAX # STUDENTS</u>	<u>COURSE TITLE</u>	<u># HOURS</u>
*1. 2137	30	Incident Command System	16
*2. 2140	30	Initial Response To HAZMAT Incidents: Basic Concepts (Non-Fire Emergency Responders Only)	16
3. 2181	30	Chemistry of Hazmat Refresher	24
*4. 2713	30	HazMat Pesticide Challenge	16
5. 2719	20	HazMat Technician Refresher	16
6. 2722	20	HazMat Operations (Fire Responders Only)	24
7. 2723	20	HazMat Technician	40
8. 3300	20	Confined Space Rescue	16
9. 3310	20	Intro to Search and Rescue (Pre-requisite for Course # 3300)	16

*** = NATIONAL FIRE ACADEMY COURSE**

NOTES:

(1) County LEPC Coordinators may request any or all of these courses by submitting desired dates and locations through the SCEPD Hazmat Program Manager. No registration fees.

(2) Several of these courses may also be available through the Charleston County Hazmat Coordinator. Coordinate with him on availability and cost before requesting as Self Training.

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT T-2: MENU OF COURSES (Continued)

**International Society of Fire Service Instructors Courses
(Available in Beaufort County or in the Field)**

<u>COURSE TITLE</u>	<u>MAX NUMBER STUDENTS</u>	<u>NUMBER OF HOURS</u>
1. ISFSI Awareness	No maximum	8
2. ISFSI Operations	30	28
3. ISFSI Technician	30	80

NOTES:

(1) County LEPC Coordinators may request these courses by coordinating with Beaufort County EPD for dates, locations, costs, and availability of instructors, and then submitting request for funding to the SCEPD Hazmat Program Manager.

(2) These courses must be requested as Self Training.

(3) The ISFSI Operations and ISFSI Technician courses will not be taught unless the students have already completed the preceding level(s) of ISFSI training.

THE HMEP GRANT APPLICATION PACKAGE

ATTACHMENT T-3: SELF-TRAINING APPLICATION

**TO: HazMat Program Manager, South Carolina Emergency Preparedness Division,
1429 Senate Street, Columbia, SC 29201**

FROM: _____ LEPC

- 1. We request funding for the following HazMat Training Course to be taught within our jurisdiction:**

Name of Course: _____

Date(s) to be presented: _____

Location: _____

of Students guaranteed: _____ Cost: _____

- 2. Certification:**

This course will be presented by NFA, EPA, ISFSI, or OSHA qualified instructors.

Proper equipment and resource materials will be available.

Original bills/vouchers will be submitted to EPD for reimbursement. A course roster with student names and social security numbers, as well as student evaluations MUST be included with final billing.

Point of Contact:

Name: _____ Phone: _____

Typed/Printed Name of LEPC Chairman

Signature of LEPC Chairperson

Date