

A G E N D A
OCONEE COUNTY COUNCIL MEETING
TUESDAY, September 5, 2000
7:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 SOUTH PINE STREET
WALHALLA, SC

1. Call to Order
2. Invocation
3. Approval of Minutes (8/15/00 / 8/22/00 8/29/00)
4. Public Hearing to Receive Written and/or Oral Comments Regarding Ordinance 2000-15, "AN ORDINANCE TO PROVIDE FOR THE TRANSFER OF FUNDS NOT TO EXCEED \$1,000,000 FROM THE FUND BALANCE ACCOUNT OF OCONEE COUNTY, SOUTH CAROLINA FOR THE DESIGN OF COURTHOUSE, SITE PREPARATION & OTHER MATTERS RELATING THERETO"
5. Consideration of Third & Final Reading of Ordinance 2000-15 (Titled Above)
6. Public Comment Session (Not to exceed thirty minutes)
7. Consideration of Approval of ATAX Grant to Miss Golden Corner Scholarship Committee in the Amount of \$1,645 – Ms. Lilly Blue, ATAX Committee
8. Discussion Regarding Seneca Booster Club – Mr. Gene Atkins
9. Consideration of Request for Extension of Sick Leave for Employee – Mrs. Martha Baily, Library Director
10. Discussion & Possible Action Regarding Long Range Plans for Oconee County Library System – Mrs. Martha Baily, Library Director
11. Consideration of Approval of Fiscal Year 2001 DHEC EMS Grant-in-Aid Contract & Application – Mrs. Melissa Brown, Grants Coordinator
12. Consideration of Approval of Subrecipient Agreement Designating the Appalachian Council of Governments Administering Agency for Planning Grant – Mrs. Melissa Brown, Grants Coordinator
13. Approval of Resolution 2000-16, "A RESOLUTION SUPPORTING FAIR HOUSING IN OCONEE COUNTY" – Mrs. Melissa Brown, Grants Coordinator
14. Consideration of Approval of Revisions to Solid Waste Plan – Mr. Jack Hirst, Solid Waste Director

15. Consideration of Bids for Household Hazardous Waste Collection – Mr. Jack Hirst, Solid Waste Director & Ms. Marianne Dillard, Purchasing Agent
16. Discussion & Possible Action Regarding Force Main Evaluation for Newry Sewer Project – Mr. Jon Caime, County Engineer & Goldie & Associates
17. Discussion & Possible Action Regarding USFS Watershed Protection Grant in the Amount of \$250,000 for Re-construction of Rocky Gap Road Mr. Jon Caime, County Engineer & Mr. Mike Crane, District Ranger, USFS-Sumter National Forest
18. Discussion & Possible Action Regarding Comprehensive, Cumulative Corrective Change Orders to Active Road Paving Contracts – Mr. Jon Caime, County Engineer & Mr. Frank Nicholson, Road Construction Foreman
19. Discussion & Possible Action Regarding Archiving of Records for Veterans Affairs – Mr. Carl Hayden, IT Director
20. Third & Final Reading of Ordinance 2000-10, “AN ORDINANCE SETTING FORTH ROCK PRICES AT THE OCONEE COUNTY ROCK CRUSHER”
21. First Reading of Ordinance 2000-16, “AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING EIGHT MILLION DOLLARS (\$8,000,000) OCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BONDS, SERIES 2000; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO”
22. First Reading of Ordinance 2000-17, “AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING FOUR MILLION, ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$4,115,000) OCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BONDS, SERIES 2000; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO”
23. Old Business
24. New Business
25. Adjourn

The Oconee County Council will have an administrative briefing thirty minutes prior to each regularly scheduled Council Meeting in the Office of the Council Clerk

The Oconee County Purchasing, Contracting, Real Estate, Building & Grounds Committee will meet Tuesday, September 5, 2000 at 5:00 PM for the purpose of discussing buildings and grounds issues.

The Oconee County Law Enforcement, Safety, Health, Welfare & Services Committee will meet Monday, September 11, 2000 at 4:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing Waterfest 2000 and liability insurance.

**ADDENDUM TO:
SEPTEMBER 5, 2000
OCONEE COUNTY COUNCIL AGENDA**

**6:15 PM
COUNCIL CHAMBERS
415 SOUTH PINE STREET
WALHALLA, SC**

The Oconee County Council along with the Town of Salem, the Town of West Union and City of Seneca, the City of Walhalla and the City of Westminster County will adopt proclamation declaring September 18 – 22, 2000 as “INDUSTRY APPRECIATION WEEK”.

**C: Media
(VIA FACSIMILE)**

MEMBERS, OCONEE COUNTY COUNCIL

Mr. Tim O. Hall, III, 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

MINUTES, OCONEE COUNTY COUNCIL MEETING

The Oconee County Council met Tuesday, September 5, 2000 at 7:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC with all Council Members except Mr. Thomas present. The County Attorney was also present.

Press:

Members of the press notified (by mail): Keowee Courier, Westminster News, Anderson Independent, WGOG Radio, & WPEK Radio, Journal/Tribune.

Members of the press present: Dick Mangrum – WGOG Radio, & WYFF TV.

Call to Order:

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

Invocation:

The invocation was given by Mr. Hamilton.

Minutes:

Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 4 – 0 that the minutes of the regular meeting held August 15, 2000, the minutes of the special meeting held August 22, 2000 and the minutes of the special meeting held August 29, 2000 be adopted as printed.

Public Hearing (Ordinance 2000-15)

The first item on the agenda was a public hearing to receive written and/or oral comments regarding Ordinance 2000-15, "AN ORDINANCE TO PROVIDE FOR THE TRANSFER OF FUNDS NOT TO EXCEED \$1,000,000 FROM THE FUND BALANCE ACCOUNT OF OCONEE COUNTY, SOUTH CAROLINA FOR THE DESIGN OF COURTHOUSE, SITE PREPARATION & OTHER MATTERS RELATING THERETO".

There was no one present with either written and/or oral comments regarding this ordinance.

Ordinance 2000-15:

Mr. Hall made a motion, seconded by Mr. Timms, approved 4 – 0 that Ordinance 2000-15, (titled above) be adopted on third and final reading.

Open Session:

Mr. B. J. Littleton expressed concern regarding the SLED investigation he had read about in paper.

Mr. Warren Carpentar submitted the attached letter regarding proposed Ordinance 2000-09, “AN ORDINANCE TO AMEND ORDINANCE 99-14, UNIFIED PERFORMANCE STANDARDS ORDINANCE AND LAND DEVELOPMENT REGULATIONS TO INCLUDE SUBDIVISION AND LAND DEVELOPMENT & VARIANCE PROCEDURE FOR SUBDIVISIONS”.

Mr. Tom Markovich addressed Council requesting that the Planning Commission be instructed to amend the proposed Ordinance 2000-09 as follows: (1) DHEC be the defining rule for setbacks for septic tanks at this time until there is further study on the information that FOLKS is to provide; (2) A subdivision definition be made that will not make every citizen that wishes to sell a portion of their property a subdivider and (3) Incorporate a vision where we want to go.

ATAX Grant:

Upon recommendation of Ms. Lillie Blue, ATAX Committee & Mr. Eddie Payne, Co-Executive Director, Miss Golden Corner Scholarship Pageant, Mr. Timms made a motion, seconded by Mr. Hall, approved 4 – 0 that an ATAX Grant in the amount of \$1,645 be awarded to the Miss Golden Corner Scholarship Committee. (See attached)

Seneca Booster Club:

Mr. Gene Adkins addressed Council informing them that of the \$37,400 budget for the Seneca Band Booster Club that \$2,400 comes from tax funds. Mr. Adkins further informed Council that the need for funds was in all High Schools and requested additional funding for the band programs countywide. Mr. Orr referred this matter to the Budget & Finance Committee.

Extension of Sick Leave for Employee:

Mrs. Martha Baily, Library Director, requested a medical sick leave extension for an employee through the month of October. After a brief discussion, Mr. Orr assigned this matter to the Personnel & Intergovernmental Committee for a recommendation.

Assessing Library Needs in Oconee County (Contingency):

Upon request of Mrs. Martha Baily, Library Director, Mr. Timms made a motion, seconded by Mr. Hall, approved 4 – 0 that \$25,000 be taken from contingency to engage a consultant to assess the needs of the Library System countywide.

A possible committee to work with the consultant could be:

- A City Council Member from each municipality
- Mrs. Baily, Library Director
- Mrs. Hunt, Library Chairperson
- A member of the Friends of the Library
- Teresa Lanford, Seneca Library Branch Manager
- Jon Caimo, County Engineer

DHEC EMS Grant-in-Aid Contract & Application:

Upon recommendation of Mrs. Melissa Brown, Grants Coordinator, Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 3 – 0 (Mr. Hall abstained as he is a Hospital Board Member) that the attached DHEC EMS Grant-in-Aid Contract and application be adopted with the required match of \$1,580.25 local match being paid by the hospital.

Council of Governments Subrecipient Agreement:

Upon recommendation of Mrs. Brown, Mr. Timms made a motion, seconded by Mrs. Hughes, approved 2 – 0 (Mr. Hall & Mr. Hamilton abstaining) that the attached Subrecipient Agreement between the Appalachian Council of Governments & Oconee County designating the Appalachian Council of Governments as the administering agency for the 3-P-99-001 Planning Grant be adopted.

Resolution 2000-16:

Mr. Hall made a motion, seconded by Mr. Hamilton, approved 4 – 0 that Resolution 2000-16, “A RESOLUTION SUPPORTING FAIR HOUSING IN OCONEE COUNTY” be adopted on first and final reading.

Solid Waste Plan Revisions:

Upon recommendation of Mr. Jack Hirst, Solid Waste Director, Mr. Timms made a motion, seconded by Mr. Hamilton, approved 4 – 0 that the attached proposed revisions to the Oconee County Solid Waste Plan be submitted to DHEC for approval.

Solid Waste:

Upon recommendation of Mr. Hirst & Ms. Marianne Dillard, Procurement Director, Mr. Timms made a motion, seconded by Mr. Hall, approved 4 – 0 that the bid for household hazardous waste collection be awarded to Heritage Environmental Services who was low bid at the unit costs delineated on the attached bid sheet for an estimated total of \$16,061.50.

Newry Sewer:

Mr. Jon Caime, County Engineer, informed Council that there is a problem in the route to take the sewage from the Newry Community. In the Preliminary Engineering Report there were three proposed routes to take the sewer from Newry as described on the attached map. Route A of the proposed routes goes in a southwesterly direction from Newry to Metromont along Old Clemson Highway to existing sewer pump station. This is the least costly route to dispose of the sewage described in the PER. Route B is similar, however it takes the sewage through a railroad right-of-way and through a neighborhood. This route is the second least expensive route to take the sewage from Newry as described in the PER. The third route, which is the most expensive to route to take the sewage from Newry as described in the PER goes from Newry in a westerly direction along Highway 130 to Ingles then gravitates in an easterly direction toward Clemson and ties in to the existing pump station and is pumped to the waste water treatment plant.

However, since the time of the PER there has been some problems in the southeastern portion where the pump stations and trunk lines are experiencing I & I emissions. The estimated cost to correct this problem is \$1,200,000; it is believed that this additional flow from Newry will compound the problem. Additionally, Mr. Caime informed Council there would be additional cost in operational and maintenance to use the pump stations on the other proposed routes which the Sewer Commission feels would have to be shared with Walhalla & Westminster which are not a part of the Intergovernmental Agreement.

Mr. Caime's attached report states that Route A would be the most logical choice, however there is a potential cost of an additional \$285,000 for this route.

Mr. Orr referred this matter to the Purchasing, Contracting, Real Estate, Building & Grounds Committee.

USFS Watershed Protection Grant:

Mr. Caime addressed Council regarding a USFS Watershed Protection Grant in the amount of \$250,000 to be applied towards the reconstruction of Rocky Gap Roadway. After a brief discussion this matter was referred to the Roads & Transportation Committee.

Comprehensive, Cumulative Corrective Change Orders for Road Department:

Discussion & possible action regarding comprehensive, cumulative corrective change orders to active road paving contracts was referred to the Roads & Transportation Committee.

Archiving of V/A Records:

Discussion & possible action regarding archiving of records for Veterans Affairs was postponed until the September 19, 2000 meeting.

Ordinance 2000-10:

Mr. Timms made a motion, seconded by Mr. Hamilton, approved 4 – 0 that Ordinance 2000-10, “AN ORDINANCE SETTING FORTH ROCK PRICES AT THE OCONEE COUNTY ROCK CRUSHER” be adopted on third and final reading.

Ordinance 2000-16:

Mr. Timms made a motion, seconded by Mr. Hamilton, approved 4 – 0 that Ordinance 2000-16, “AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING EIGHT MILLION DOLLARS (\$8,000,000) OCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BONDS, SERIES 2000; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO” be adopted on first reading.

Ordinance 2000-17:

Mrs. Hughes made a motion, seconded by Mr. Hamilton, approved 3 – 0 (Mr. Hall abstaining as he is a Hospital Board Member) that Ordinance 2000-17, “AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING FOUR MILLION, ONE HUNDRED, FIFTEEN DOLLARS (4,115,000) OCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BONDS SERIES 2000; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO” be adopted on first reading.

Keowee Town & Fall Creek Landing Parks:

To Mr. Hall's inquiry regarding Keowee Town & Fall Creek Landing Parks, Mr. Orr informed Council Dr. Cunningham had completed the application to be submitted to Duke Power Company.

Keowee Key Property:

Mr. Hall made a motion, seconded by Mr. Hamilton, approved 4 – 0 that the Procurement Director contract with a realtor to list the lot at Keowee Key owned by the county for sale.

Law Enforcement, Safety, Health, Welfare & Services Committee:

Mr. Hall, Chair, LEC Committee, informed Council the committee met Tuesday, August 29, 2000 and discussed adult clubs and boat races at Waterfest 2000. The committee findings are as follows: if the county participates in setting setbacks there is a possibility the county could lose Tort liability protection and Mr. Hall asked the County Attorney to look into this matter. Mr. Hall further informed Council that the LEC Committee would be meeting September 11, 2000 at 4:00 PM to discuss insurance coverage.

Waterfest 2000:

To Mrs. Hughes inquiry, Mr. Norton informed Council he met with Mr. Mac Fleming last week regarding several concerns of the boat races, unfortunately, he was in Family Court last week and will report back to Council as soon as he has the information.

After further discussion, Mrs. Hughes made a motion, seconded by Mr. Hall, defeated 3 – 2 (Mr. Hall & Mrs. Hughes voting in the affirmative, Mr. Timms & Mr. Hamilton voting against, Mr. Orr breaking the tie by voting against) that the county not allow the boat races to take place and have the county park used for it.

Personnel & Intergovernmental Committee Meeting:

Mr. Timms announced a meeting of the Personnel & Intergovernmental Committee Tuesday, September 19, 2000 at 1:00 PM in Council Chambers for the purpose of discussing the desk audits of certain county positions and other personnel matters.

Roads & Transportation Committee Meeting:

Mrs. Hughes announced a meeting of the Roads & Transportation Committee Thursday, September 7, 2000 at 5:30 PM for the purpose of discussing the proposal for Rocky Gap Roadway and the comprehensive, cumulative corrective change order as proposed by the County Engineer.

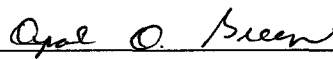
Law Enforcement, Safety, Health, Welfare & Services Committee Meeting:

Mr. Hall announced a meeting of the LEC Committee Thursday, September 21, 2000 at 4:00 PM for the purpose of discussing sewer issues.

Adjourn:

Adjourn:

Respectfully Submitted,



Opal O. Green
Council Clerk

Carpenter Built, Inc.

*P. O. Box 41
Seneca, SC 29679*

September 5, 2000

Members of Oconee County Council

Dear Council Person,

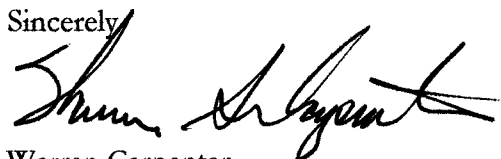
Thank you for allowing the Home Builders Association to be heard during the discussion on the Subdivision and Land Development Performance Standards. The document that is created as a result of this action will be much better.

In returning this to the Planning Commission we ask you to give them some further direction. First, it is critical that the definition of subdivision be changed so that an individual wishing to sell off a few lots, with no new roads, does not have to follow all the rules of this document and add major cost to those lots. We would recommend that it read "Six or more lots."

Second, the arbitrarily set septic setback of 100 feet without any proof of harm to our waterways is not acceptable. FOLKs is undertaking a study that will determine if there is a need to adjust this setback. If this study shows that septic systems have the potential of damaging our waterways, we will be active in getting the setback changed from the current 50 feet.

Again, thank you for hearing us on these matters.

Sincerely,



Warren Carpenter

Geri McSwain
Chairperson
335 Fernwood Drive
Salem, SC 29676

Lilly Blue
Vice-Chairperson/Secretary
7812 Rochester Highway
Seneca, SC 29672

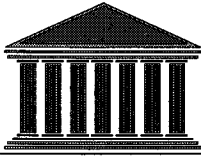
Jack Bishop
Treasurer
7 Rum Row
Salem, SC

Gerald Foster
116 Sam Brown Rd.
Seneca, SC 29678

Andy Davis
624 State Park Rd.
Mountain Rest, SC 29664

Jack McLane
570 McLane Farm Rd.
Seneca, SC 29678

Ansley Fraser
400 Rudder Ridge
Seneca, SC 29678



Accommodations
Tax Advisory Committee

DATE: 8/30/00

TO: Opal Green

RE: Recommended ATAX Fund Disbursements

The following individuals/groups have requested funds from the Oconee County Accommodation Tax Committee.

Grant Requests that were tabled:

- 1. N/A \$ _____
- 2. _____ \$ _____

Denied Grant Request were:

- 1. N/A \$ _____
- 2. _____ \$ _____

Approved Grants were:

- 1. Miss Golden Corner Scholarship Pageant \$ 1,645.00
- 2. _____ \$ _____
- 3. _____ \$ _____
- 4. _____ \$ _____

Please place the approved Grant Requests on the agenda for the Tues, Sept. 5, 2000 (date)
Oconee County Council meeting with the following individual(s) presenting them to the Council.

Lilly Blue

Thank You.
The Oconee County ATAX Advisory Committee

Lilly Blue

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**OCONEE COUNTY ATAX GRANT
APPLICATION FORM**

FOR TOURISM RELATED PROJECTS

I. APPLICANT

A. Name of Organization Miss Golden Corner Scholarship Committee

B. Address 107 TearDrop Lane

Seneca, SC 29678

II. FUNDS REQUESTED

A. ATAX funds requested \$ 1,645.00

B. Itemized budget for ATAX funds requested (attach on separate sheet)

C. Funds furnished by your organization \$ 7,650.00

Matching grant \$ _____ Source _____

Other Funding \$ 800.00 Source Oconee Tourism Commission *

*have applied for but have not received

III. NARRATIVE PROJECT DESCRIPTION

A. Project Title Scholarship Pageant

B. Description of project The MGC is committed to producing an award-winning scholarship program providing cultural experiences for the community

of Oconee County.

C. Who will benefit from this project? MGC is dedicated to enhance the academics and social opportunities of young women in Oconee, Pickens, and Anderson area, providing \$4,800 in college scholarships. MGC feels the community will benefit from an evening of entertainment provided by the contestants and local talent.

IV. APPROXIMATE DATES OF PROJECT

Beginning 11-11-00 Ending 11-11-00

V. APPLICANT CATEGORY

Government Entity: Miss South Carolina Pageant, Inc.

Non-profit Organization: Incorporation date N/A

Eleemosynary Organization under IRS Code: IRS # 57-0941884

Date of Determination Letter _____

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? Through mass media advertising, we have/will encourage visitors from the entire state of South Carolina, parts of Georgia, and North Carolina to attend our event and stay in the Golden Corner for the weekend.

VII. AUDIT

Does your organization perform an independent audit? Yes No

Name of the Auditor N/A

I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project.

A. Contact Name Eddie Payne

Title Co-Executive Director

Signature Eddie W. Payne Date 8-11-00

Phone Number (s) 864-882-8558

B. Alternate Contact Margaret Powell

Title Co-Excutive Director

Signature Margaret Powell Date 8-11-00

Phone Number (s) 864-972-0311

**Oconee County ATAX Grant
Miss Golden Corner Scholarship Pageant**

II. B. Itemized budget for ATAX funds requested.

Sound	\$350.00	
Lights	100.00	
Janitor	175.00	
Production	200.00	
TV	200.00	
Hotel Rooms	520.00	(8 rooms @ \$65.00)
Total	\$1,545.00	

Miss Golden Corner Scholarship Program

107 Teardrop Trail Seneca, SC 29672

August 14, 2000

**Geri McSwain, Chairperson
Oconee County ATAX Committee
335 Fernwood Drive
Salem, SC 29676**

Dear Mrs. McSwain:

The Miss Golden Corner Scholarship Pageant is a non profit organization associated with the Miss South Carolina and Miss America Programs. The Miss America Program no longer promotes a "Beauty Pageant." The primary focus is to provide scholarships to deserving young women. The Miss America Program awards over \$14 million in college scholarships annually nationwide. This organization, also, provides these young women a forefront to promote public awareness to many social issues, such as domestic violence, breast cancer, AIDS research, homeless issues, illiteracy, and many issues concerning children.

The Miss Golden Corner Pageant is the first step in helping these young ladies achieve their goals and dreams. Miss Golden Corner has awarded over \$25,000.00 in scholarships in the past 10 years. This past July, the Miss Golden Corner Scholarship Pageant was recognized as the 2nd largest scholarship pageant in the entire state. Miss Golden Corner 2000, Brittany Wright, was named to the top ten and a top five finalist in Community Service. This year's pageant will be November 11, 2000, at Walhalla High School at 7:00 P.M.

Enclosed is our ATAX Grant Application. We realize that your board assisted Brittany Wright, Miss Golden Corner 2000, with her Multi-cultural Festival. We hope that this will not deter your board from assisting our local committee as well. We look forward to working with you and answering any questions that arise. We also would like to make a presentation at your next board meeting, if our proposal is on the agenda. It is our goal to be the largest Miss America preliminary in South Carolina and with your assistance this can become a reality.

Sincerely,



**Eddie Payne
Co-Local Executive Director**



**Margaret Powell
Co-Local Executive Director**

An Official Miss America Preliminary

Miss Golden Corner 2000

Financial Statement

August 1, 2000

Income

Scholarship	\$	2500
Pampered Chef		500
Ads		1500
Gate		2000
MAO Match		<u>1150</u>
TOTAL INCOME	\$	<u>7650</u>

Expenses

Program Book	\$	446
Sound		350
Lights		100
Janitor		175
School		400
Trophies		158
Emcee		75
Advertising		575
Judges		125
Production		200
Miss SC Wardrobe		500
TV		<u>200</u>
SUB TOTAL	\$	3304

Miss SC Expenses

Housing Fee	\$	375
Franchise Fee		<u>300</u>
SUB TOTAL	\$	675

Scholarships

Awards	\$	<u>3500</u>
TOTAL EXPENSES	\$	<u>7479</u>
NET PROFIT	\$	171

**Miss Golden Corner 2000
Budget 2000**

Income

Scholarship	\$	4600
Ads		1700
Pampered Chef		500
Gate		<u>2000</u>
TOTAL INCOME		<u>\$ 8,800</u>

Expenses

Program Book	\$	450
Sound		350
Lights		100
Janitor		175
School		400
Trophies		175
Emcee		75
Advertising		800
Judges		125
Production		400
Palmetto Princess		300
Rooms		520
TV		<u>200</u>
SUB TOTAL	\$	3,495

Miss SC Expenses

Housing Fee	\$	375
Franchise Fee		<u>300</u>
SUB TOTAL	\$	675

Scholarships

Awards		<u>\$4,600</u>
TOTAL EXPENSES		<u>\$8,770</u>
NET PROFIT		\$30

Miss Golden Corner Scholarship Pageant

Standing Committee Members

Eddie Payne Co-Executive Director
107 TearDrop Lane Contestants Chair
Seneca, SC 29672
864-882-8558
E-mail - payne8558@aol.com

Margaret D. Powell Co-Executive Director
2165 Hwy 59 Treasurer
Westminster, SC 29693 Program Book
864-972-0311
E-mail - margaretp5@aol.com

Greg Bearden Judges Co-Chair
107 TearDrop Lane
Seneca, SC 29672
864-882-8558
E-mail - gbearden@oconee.k12.sc.us

Tina Weaver Judges Co-Chair
306 Delphi Drive
Seneca, SC 29678
864-882-9623
E-mail - sunsta2@aol.com

Marcie Bramlett-Cope Production Chair
221 Crowfield Drive Choreographer
Liberty, SC 29657
864-843-2412
E-mail - marciek67@aol.com

Tommy McConnell Set Design
Sandra McConnell Palmetto Princess Chair
3018 Celtic Court
Seneca, SC 29678
864-882-0467

Beth Bethke Secretary
322 Woodland DriveB
Seneca, SC 29678
864-985-0309

Mary McIntosh Queen's Gifts
111 Ram Cat Alley
Seneca, SC 29678
864-882-3606

Marcie Bramlett-Cope Production Chair
221 Crowfield Drive Choreographer
Liberty, SC 29657
864-843-2412
E-mail – marciek67@aol.com

Tommy McConnell Set Design
Sandra McConnell Palmetto Princess Chair
3018 Celtic Court
Seneca, SC 29678
864-882-0467

Beth Bethke Secretary
322 Woodland DriveB
Seneca, SC 29678
864-985-0309

Mary McIntosh Queen's Gifts
111 Ram Cat Alley
Seneca, SC 29678
864-882-3606

Austin Wyatt Fundraising
Kathy Wyatt Fundraising
250 Screaming Hollow Drive
Seneca, SC 29678
864-638-2020

Stacey Sizemore Fundraising
104 Morgan Drive
Central, SC 29630
864-653-1360

Leon Bearden Fundraising
301 Plantation Rd
Seneca, SC 29678
864-654-6887

Maxie Duke Photographer
306 N. Catherine St
Walhalla, SC 29691
864-638-5200

Debra King-Johnson Queen's Gifts
223 Holly Drive
Clemson, SC 29631
864-654-2763

Miss Golden Corner Scholarship Pageant

Current Board Members

Eddie Payne Co-Executive Director
107 TearDrop Lane Contestants Chair
Seneca, SC 29672
864-882-8558
E-mail - payne8558@aol.com

Margaret D. Powell Co-Executive Director
2165 Hwy 59 Treasurer
Westminster, SC 29693 Program Book
864-972-0311
E-mail - margaretp5@aol.com

Greg Bearden Judges Co-Chair
107 TearDrop Lane
Seneca, SC 29672
864-882-8558
E-mail - gbearden@oconee.k12.sc.us

Tina Weaver Judges Co-Chair
306 Delphi Drive
Seneca, SC 29678
864-882-9623
E-mail - sunsta2@aol.com

OCONEE COUNTY ATAX GRANT APPLICATION GUIDE

The South Carolina Code of Laws, Title 6 - Chapter 4 provides for Accommodations Tax Provisions with oversight functions by the SC Department of Revenue.

The Oconee County Accommodations Tax Advisory Committee was established by Oconee County Ordinance 98-1, to advise Oconee County Council on the expenditures of revenue generated from accommodations tax.

All acts of the Advisory Committee are subject to review and approval by the Oconee County Council.

ELIGIBILITY:

To be eligible, an organization must be organized as a non-profit organization or a government agency other than those designated as a state agency, and shall demonstrate that it has an existing, ongoing tourism program, or it can develop an effective tourism promotional project.

An organization must substantiate its credibility with financial history. The most recent financial report, IRS tax forms, or financial audit information is acceptable.

Eligible organizations must show involvement in one or more of the following:

- Advertising and promotion of tourism* (*A tourist is someone traveling outside their normal community environment or requiring an overnight stay.)
- Promotion of the arts and cultural events
- Construction of infrastructure for civic and cultural events
- Facilities used to serve tourists and cultural events

The Oconee County ATAX Advisory Committee does not approve funding for activities/projects retroactively, therefore, a time frame allowing approval by the Committee and Oconee County Council must be considered when requesting funds.

QUALIFYING CRITERIA:

All projects will be considered based on their ability and their intent to attract tourists from outside the Oconee County area. Special consideration will be given to projects which will require an over-night stay within Oconee County. An accurate estimation of tourism potential is required.

A statement should be included in your publicity acknowledging either full or partial funding received from Oconee County ATAX revenues.

Bids/Estimates prepared by qualified vendors/contractors for *all* items in the project must be attached to the application. Two written estimates are required for grants up to \$2,500.00. Three written estimates are required for grants above \$2,500.00. For single source bids, a document of explanation is required.

APPLICATION PROCEDURE:

Funds must be requested using the attached form. Funds must be used for the specific purpose requested. Alterations or deviations require an additional request in writing and approval by the Oconee County ATAX Committee.

All applications must be received by the 15th of the month, excepting months when the Oconee County ATAX Committee does not meet. If you, or a member of your group wishes to make a presentation along with the written application, please call one of the phone numbers listed on page 4 to be placed on the agenda.

Applications will be reviewed by the Committee at its regularly scheduled meeting on the last Wednesday of each month, except November, December, June and July. In addition, if a quorum of the Committee is not present, the request must be tabled until the following month.

After approval from the ATAX Committee, a request will be made at the next scheduled Oconee County Council Meeting for the disbursements of funds. The reporting period of the project will begin on the date the funds are disbursed.

Strict accounting procedures shall be followed.

The Oconee County ATAX Advisory Committee may disburse funds to unaudited organizations with grants up to \$10,000.00 and to audited organizations with grants up to \$25,000.00. Grants for amounts above this limit must be handled through normal Oconee County purchasing procedures.

If your organization meets the criteria for the ATAX Committee to disburse funds, you will receive a check issued by Oconee County to your organization. You will then be able to follow your organization's own procurement process. When the project is complete, you must submit copies of all receipts to the ATAX Committee. Any funds left over from the project must be returned to the ATAX Committee within 60 days of completion.

If your grant amount falls outside the ATAX disbursement limits, you should contact Marianne Dillard, Oconee County Purchasing Department at (864) 638-4141. She will instruct you as to the proper procedures.

INTERIM AND FINAL REPORTS:

An Interim Project Report is required every 60 days to update the ATAX Committee of the project's progress until it is completed, at which time a Final Project Report is required. A form is included for this purpose.

The ATAX Committee must be notified in writing along with a Final Report, if the applicant does not choose to complete the project.

The Final Report should include:

- The impact of visitors who are classified as tourists. Guest lists, mailing lists, and demographic studies are acceptable records.
- Receipts for all expenditures, balance sheets
- Flyers or promotional materials
- Newspaper clippings
- Other pertinent information
- Check payable to Oconee County for unused portion of grant funds

ATAX Grant Processing Report
FOR OFFICE USE ONLY

Project Name Miss Susan Lee's Scholarship Donor

Project Amount \$1,545.00

Received by Cheri M. Main Date 8/17/00

Date presented at meeting 8/10/00

Vote: For 5 Against 0

Recommendations/Alterations Complete

ATAX Liaison Lilly Blue

Returned to organization (date) _____

Resubmitted to ATAX _____ Vote: For _____ Against _____

Corrections/deletions made _____

Comments: _____

Date presented to County Council 9/5/00 Presenter Lilly Blue

Amount approved \$ _____ (or) Rejected \$ _____

Date Funds Disbursed _____ Interim/Final Report Due _____

Interim Report Presented to Committee _____

Final Report Received _____ Funds returned (if any) _____

**Oconee County ATAX Grant
Miss Golden Corner Scholarship Pageant**

II. B. Itemized budget for ATAX funds requested.

Sound	\$350.00
Lights	100.00
Janitor	175.00
Production	200.00
TV	200.00
<u>Hotel Rooms</u>	<u>520.00 (8 rooms @ \$65.00)</u>
 Total	 \$1,545.00

To: Margaret D. Powell
Miss Golden Corner Scholarship Pageant
2165 Hwy 59 Westminster, SC

From: MasterPiece Sound
Cliff Adams
120 Ravenwood Dr. Seneca, SC

Miss Golden Corner Scholarship Pageant
November 11, 2000
Walhalla High School

Quote for Sound \$350.00
Lights 100.00

151 Razorback Lane • Walhalla, SC 29691

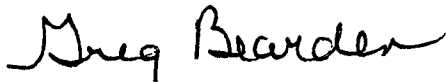
(864) 638-4582
Fax (864) 638-4055

August 29, 2000

To Whom It May Concern:

A custodian must be hired by the Miss Golden Corner Scholarship Committee to oversee the use of the Walhalla High School Auditorium on the following dates: Saturday, November 11, and Sunday, November 12. The hourly custodial rate is \$15.00.

Sincerely,



Greg Bearden

M&N International

 Catalog Code #: 2 3 9

Date of Event: _____

BILL TO: (If different from Ship To Address)

Name Miss Golden Cornen

Title or Department _____

Company or Organization _____

Address or PO Box 2165 Hwy 59

City and State Westminster SC

Zip 29693

Phone # (864) 972-0311 Ext. _____

Attention (if applicable) _____

SHIP TO:

Name MARGARET D Powell

Title or Department _____

Company or Organization _____

Address 2165 Hwy 59

City and State Westminster SC

Zip 29693

Phone # (864) 972-0311 Ext. _____

Fax # 864-972-3646

SHIP VIA: Party Express 3 - 3 business days Party Express 2 - 2 business days Party Express 1 - next business day Delivery in 3 to 7 business days Other _____

Quantity Ordered	Page #	Unit (i.e. pkg)	Item Number	Brief Description of Product	Color/Size (if any)	Unit Price (i.e. pkg)	Total Amount
2	90		MR402D	4 ft. Standard Columns	WHT	24.22	48.44
1	94		FG19	Hessamer	CRBL		13.62
1	94		FG19	Hessamer	CFWG		13.62
1	94		FG19	Hessamer	CGRN		13.62
1	94		FG19	Hessamer	CMED		13.62
1	94		FG19	Hessamer	CPNK		13.62
1	94		FG19	Hessamer	CTEA		13.62
1	97		80950	Assorted Balloons	62		4.94
1	97		80950	Assorted Balloons	61		4.94
1	93		M202	MINIMOON Light	—		127.50

PLEASE CHECK ONE:

- Check or Money Order in the Amount of \$ _____
- Charge to Credit Card
- Credit Card Number: _____
- Expiration Date: Month _____ Year _____
- Cardholder Signature _____

Ship order C.O.D. (full payment made to driver at time of delivery)

Ship order on Open Account. Terms: 1% 10 days - net 30 days F.O.B. White Bear Lake, MN. Purchase Orders are accepted from most institutions. Other New Accounts are to send 3 trade references and name of bank with account number to establish an Open Account. Initial credit approval takes up to 4 to 5 weeks. If immediate shipment is required, send check, money order, credit card number, or request COD shipment.

Authorized Signature _____
or signed Purchase Order enclosed

STANDARD DELIVERY SCHEDULE



- Two Days
- Three Days
- Four Days
- Five Days
- Six Days

Merchandise Total	
Sales Tax or copy of tax exempt certificate*	
Shipping Charges	
COD Charges \$8.00 per box	
Order Total	

*The following states must add sales tax or provide a copy of tax exempt certificate:
AZ, AL, CA, FL, GA, IA, ID, IL, IN, MA, MN, NJ, NY, PA, TX

- Pricing is subject to change as of December, 2000. Merchandise ordered from outdated catalogs will be invoiced at current prices.
- Returns are subject to a 15% restocking charge.

If your Merchandise Total is: (within Continental United States)	Standard Ground Service	Party Express 3	Party Express 2	Party Express 1
\$0.01-50.00.....Add:	\$5.35	\$8.67	\$11.73	\$26.77
\$50.01-100.00.....Add:	\$7.65	\$16.36	\$18.61	\$31.36
\$100.01-200.00.....Add:	\$10.55	\$27.54	\$35.95	\$55.59
\$200.01-300.00.....Add:	\$15.75	\$38.76	\$55.59	\$80.32
Additional \$100.....Add:	\$7.49	\$16.16	\$18.41	\$31.21

For COD Shipments, add \$8.00. Please allow 24-48 hours in house before shipping. Canadian Orders: Catalog prices are quoted and must be paid in U.S. dollars. Please allow ample time for shipment to clear Customs.



NORTHLAND
CABLE
ADVERTISING

Glen Crain
(864) 882-0007
FAX: 882-4490
615 N. Pine St.
Seneca, SC 29679

MISS GOLDEN CORNER PAGEANT

Northland Cable will air the pageant (approx. 2hrs in length) on our local community channel. We will need to discuss availability of airtime at least 2 weeks in advance. Tape format must be $\frac{3}{4}$ " in size.

Total Cost: \$300.00

Options: Air the show again the same day for \$150.00.

Advertise the show on Northland Cable Channel 4 (2 weeks \$35.00)

Property: 41075
Report: NOVA Room Types
Date: 20-Aug-2000 20:18
Count: 6

Room Type	Description
DD-MCH1 54.00	2 Double Beds, Microwave, Refrigerator, Coffeemaker, Hairdryer and Continental Breakfast
DD-NHD1 54.00	2 Double Beds, No Smoking, Microwave, Refrigerator, Coffeemaker, Hairdryer and Continental Breakfast
KD-EMC1 51.00	1 King Bed, 2nd Bed Sofabed, Microwave, Refrigerator, Coffeemaker and Continental Breakfast
KD-NMC1 51.00	1 King Bed, No-Smoking, 2nd bed is sofa bed, Microwave, Refrigerator, Coffeemaker and Continental Breakfast
K-JRC1 60.00	1 King Bed, Jacuzzi, Refrigerator, Microwave, Coffeemaker and Continental Breakfast
SK-MCH1 60.00	Suite, 1 King Bed, Microwave, Refrigerator, Coffeemaker, Hairdryer and Continental Breakfast



Best Western
Executive Inn

511 US Hwy 123 Bypass
Senneca, SC 29678
(864) 886-9646 Fax: (864) 888-3323

*Lashonda McCauley
Front Desk Clerk*

Miss Golden Corner Scholarship Pageant Accomplishments

- Awarded over \$25,000.00 in Scholarships over past 10 years
- 2nd largest Scholarship pageant in South Carolina
- Finalists Best Executive Directors 1998
- Finalist Finale 1997
- Finalist Opening Number 1997
- Voted Best Media 1996
- Voted Best Costumes 1996
- Best Local Pageant 1992
- Best New Local Pageant 1991
- 4 Top Ten Semi-Finalists at State pageant
- 1 – First Runner-Up
- 1- Fourth Runner-Up
- 2 – Preliminary Swim Suit Winner
- 1 – Preliminary Talent Winner
- 1- National Miss America Community Service Winner
- 1 – State Finalists Community Service Winner
- 1 – State Platform Finalists

Please note – the next
Band Booster meeting will
be at 7:30pm on Monday,
September 11, 2000

Deadline for entries in the
Nov./Dec. Seneca Band
Booster Club Newsletter is
October 16, 2000

BAND BOOSTER

Publisher: Geri Schauer, Seneca High School Band Secretary

Volume I Number 2 September/October 2000

A Note from the Band Director.....

Well, we have made it through the first couple weeks of school with very few “bumps and bruises.” The Seneca Band is on schedule for its first contest on September 30th at Byrnes High School in Duncan, SC. We hope to see all of the parents there.

As the competition season approaches, please plan to reserve all day long on the contest days as we are not made aware of our performance times until the week of the show. I will let all of you know our departure and performance times for those days as soon as that information is available. Again, thank you for all you do to support the Seneca Band.

Take care,
Eric Wells

A Note from our President....

To the Band Boosters and Seneca High Band Members a **great big thank you** for all of your efforts and hard work. It is very easy to get excited when you look at what is happening within our Booster Club. More people than ever are getting involved with the various committees and with than involvement we are realizing that we can accomplish the goals we have set for the year. The band is looking and sounding great. Just imagine this group in their new dress uniforms.

The local businesses have and are giving generously of their resources, some in their donations of financial support and others in services and equipment. We should all thank and support our community sponsors. When you shop at the businesses that support our Booster Club please let them know how much we appreciate their generosity.

During the next two months we have enough activities that everyone can get involved. Come out and support your band, have fun, meet and make new friends. We will be looking for you at the next Booster Club Meeting on September 11th at 7:30 p.m. in the Seneca High School Band room.

I'll be looking for you there!
Gene Adkins

SENECA BAND BOOSTER CLUB
 PROPOSED BUDGET
 FOR THE YEAR ENDED MARCH 31, 2001

		YEAR TO DATE	
		AMOUNT	PERCENT
Revenue			
Band Camp Income	\$	9,800.00	26.20
Fundraiser Income - Fruit		8,000.00	21.39
Fundraiser Income - Pizza (2)		3,000.00	8.02
Fundraiser Income - Bulbs/Candles		2,000.00	5.35
Fundraiser Income - Yardsale		600.00	1.60
Fundraiser Income - Applebee's		1,500.00	4.01
Fundraiser Income - Gas Chance		1,500.00	4.01
Membership Income - Individual		2,000.00	5.35
Membership Income - Business		2,600.00	6.95
Concession Income - S.H.S.		4,000.00	10.70
County Money-Per Student Allot.		2,400.00	6.42
		-----	-----
Total Revenue		37,400.00	100.00
		-----	-----
Operating Expenses			
Instruction - Camp & Fall Program		8,500.00	22.73
Entry Fees		500.00	1.34
Uniform Expenses-Band		4,600.00	12.30
Charter Bus Expense		3,000.00	8.02
School Bus Expense		3,000.00	8.02
Flag Corp Uniforms		2,000.00	5.35
Flag Corp Equipment		1,000.00	2.67
Props		1,000.00	2.67
Trailer - Cleaning		200.00	0.53
Trailer - Sevice		200.00	0.53
Trailer - Shelving		200.00	0.53
PO Box Expense		44.00	0.12
Postage - 5 Mailings		300.00	0.80
Private Lessons - 3-4/Student		1,500.00	4.01
Marketing & Publicity Expenses		200.00	0.53
Miscellaneous Equipment		2,400.00	6.42
Bond		100.00	0.27
Miscellaneous Expenses		250.00	0.67
Banquet Expenses		600.00	1.60
		-----	-----
Total Operating Expenses		29,594.00	79.13
		-----	-----
NET INCOME	\$	7,806.00	20.87
		=====	=====

SPECIAL NOTICE:

Dr. Julius Earle, Democate and Ann Hughes, Republican candidates for County Supervisor will be at our September 11 Band Booster Meeting. This will be an opportunity for parents to ask questions and have their voices heard.

Vice-President Note..... from Dorothy Morgan

Thank you to all parents that donated snacks/money and their time for our students during band camp. It is greatly appreciated. As you know band camp is still going on and how much the students love icy pops. If you can donate some icy pops for the band students, please bring them to the band room unfrozen.

Secretary Note.... from Geri Schauer

If you would like to put anything in the newsletters, please call Geri Schauer at 885-9279. All entries will be prior approved by Mr. Eric Wells.

Geri Schauer's new email address:

gschaue@bellsouth.net

COMMITTEE NEWS

Membership Note.... from Geri Schauer

We are now selling memberships for 2000-2001. Please support our band students by selling memberships. REMEMBER, if you sell 4 memberships, you will get \$10 off of your band camp fee. Please see Geri Schauer to get your memberships to sell. Also, anyone who has the old membership cards that were sold at the concert, please let me know so I can get you a new card. Anyone who has a question may call Geri Schauer at 885-9279.

Concession Note.... From Debbie Loser

Thank you to all who helped with concession cleaning, painting and working at the concession stands.

Uniform Note... From Rosemarie Bighia

Each student will receive a Uniform Policy Statement that must be signed by Parent/Guardian **AND** the student. The statement must be returned to Mr. Wells. A student will not receive a uniform without a signed Uniform Policy Statement. Any Parent/Guardian who is keeping uniform pants at home for his/her student must bring the pants to school so that the uniform pants can be numbered according to our new system. Tops, pants, and hats will be issued at the same time.

Please bring any safety pins that you can spare to the band room.

Fundraiser Note.... From Tammy Johnson

UPCOMING FUNDRAISERS

Tickets are still on sale for Applebee's Pancake Breakfast fundraiser. (See next page for details) Contact Tammy Johnson to get your tickets to sell. (Home #: 882-0163 or call her at work at 882-7816) For those of you that picked up tickets during the August Band Booster Meeting, the money is due on September 11 at the Band Booster Meeting.

FRUIT SALE

This fundraiser will be starting in September. More information will be furnished at a later date. If you haven't received this information from your band student, please ask them for it.

FRUIT AVAILABLE:

Mixed boxes will be available for the first time, pears, Washington State apples, pineapples, oranges and grapefruits.

SEPTEMBER 2000

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					1 Seneca vs. Hanna Home – 8:00	2
3	4	5 After school rehearsal – Full Band 3:30-6:00	6	7 After school rehearsal – Full Band 3:30-6:00	8 Seneca vs. Pendleton Away – 8:00 Apple Festival Parade – Westminster - TBA	9
10	11 Booster Club Meeting 7:30-8:30 Dr. J. Earle and Ann Hughes – candidates for County Superintendent will be there.	12 After school rehearsal – Full Band 3:30-6:00	13	14 After school rehearsal – Full Band 3:30-6:00	15 Seneca vs. Wren Home – 8:00	16 Applebees Pancake Breakfast 7:30-10:00 Full Band Rehearsal 9:00-3:00
17	18 After school rehearsal – Full Band 3:30-6:00	19 After school rehearsal – Full Band 3:30-6:00	20	21 After school rehearsal – Full Band 3:30-6:00	22 Seneca vs. Berea Away – 8:00	23
24	25 After school rehearsal – Full Band 3:30-6:00	26 After school rehearsal – Full Band 3:30-6:00	27	28 After school rehearsal – Full Band 3:30-6:00	29 Seneca vs. Southside Home – 8:00 (Homecoming)	30 1st Competiton Byrnes High School Duncan, SC Time –TBA School Planting Day Time TBA

Notes for Month or Next Month

- The Full Band may not rehearse on all three days, but these days should be reserved for practice until further notified. After school practices end on Thursday, October 26th.
- The Seneca Band performs at all home and away football games. The games are every Friday night starting August 25th and lasting until October 27th-playoffs to be determined.

OCTOBER 2000

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2 After school rehearsal – Full Band 3:30-6:00	3 After school rehearsal – Full Band 3:30-6:00	4	5 After school rehearsal – Full Band 3:30-6:00	6 Seneca vs Daniel AWAY 8:00	7 Competition Pendleton High School, Pnedleton, SC TBA
8	9 After school rehearsal – Full Band 3:30-6:00 BAND BOOSTER MTG 7:30-8:30	10 After school rehearsal – Full Band 3:30-6:00	11	12 After school rehearsal – Full Band 3:30-6:00	13 Seneca vs Belton-Honea Path AWAY 8:00	14 Competition Mauldin High School, Mauldin, SC Time TBA
15	16 After school rehearsal – Full Band 3:30-6:00	17 After school rehearsal – Full Band 3:30-6:00	18	19 After school rehearsal – Full Band 3:30-6:00	20 Seneca vs Pickens HOME 8:00	21 3A Upperstate Championships Clinton High School Clinton, SC TBA
22	23 After school rehearsal – Full Band 3:30-6:00	24 After school rehearsal – Full Band 3:30-6:00	25	26 After school rehearsal – Full Band 3:30-6:00 Marching Band and Jazz Ensemble Concert 7:00pm at SHS	27 Seneca vs Travelers Rest HOME 8:00	28 Competition TBA
29	30	31				

☞ The Seneca Band performs in four to five parades during the months of November and December. I will give you this information as soon as I know exact dates.

Oconee County Library

Steps to Assessing Needs and Requirements for a New Library

**APPLEBEE'S
PANCAKE BREAKFAST**

September 16, 2000

7:30 - 10:00

Cost: \$5.00 per ticket

ALL YOU CAN EAT

MENU:

Pancakes

Sausage

Orange Juice or Coffee

- Set criteria that must be met in the site evaluation process.
- List possible ways of financing the new library.
- Present as a recommendation to County Council in January 2001, along with a request for funding for additional required planning and professional services (legal, design, program review, site evaluation and purchase).

Martha Baily, Director
Library Board of Trustees
Emily "Mimi" Hunt, Chairperson

9-5-00



Emergency Medical Services
Community EMS Assistance Program

1. Oconee County

2. 08-15-2000 Date of Application

3. Project Grant Period:
From: JULY 2000
To: JUNE 2001

4. 1 Year X 2 Years

5. State Funds Requested \$ 28,731.00 Source of Local Funds
Total Local Cash \$ 3,162.60
Total Project Cash \$ 31,893.60
County Community Private

6. Ambulance Service:
Oconee Memorial Hospital EMS, 298 Memorial Drive, Seneca, SC 29672 864-885-7610
Name Address Telephone
Wayne R. Garland, Director Wayne R Garland
Director/Chief/Name Signature

7. County Authorization:
Choice of Funding Formula
The county has chosen a local formula for distribution of monies among the ambulance service and all the services have agreed in writing on this formula. The documentation of their agreement with signatures is attached.
If yes, initial here:
The county has chosen to fund each of the ambulance services based on the percentage of the county's total emergency runs which were run by each ambulance service.
If yes, initial here:

I certify that I understand and agree to comply with the general and fiscal requirements of this application and that I am duly authorized to commit the applicant to these requirements. I also understand that the funds available through this grant are not to be used to replace existing dollars now used for the EMS program. A reasonable effort has been made to inform all eligible services of the opportunity to apply for EMS assistance through this grant program.

Authorizing Official

County Name Title
Street City Zip Telephone
Signature Date

8. Review and Approval:
Regional EMS Agency:
Region
Signature Title
Date:

Community EMS Assistance Program

1. Basic Life Support Equipment

Quantity	Item	Total
4	Portable Stretchers (177.00 ea.)	708.00
1	Hartwell Evac-U-Splint System	709.00
7	Ferno Model 44 Rescue Seat (100.00 ea.)	700.00
BLS Total		\$ <u>2,117.00</u>

2. Advanced Life Support Equipment

Quantity	Item	Total
ALS Total		\$ _____

3. Extrication Equipment

Quantity	Item	Total
4	Globe Lifeline EMS Protective Nomex Coats (425.00 ea.)	1,700.00
Ext. Equip. Total		\$ <u>3,400.00</u>

4. Communications Equipment

Quantity	Item	Total
4	SP-50 Motorola Radios (450.00 ea.)	1,800.00
1	Racal Mirra Serries II Voice Recorder	8,995.00
Communications Equipment Total		\$ <u>10,795.00</u>

5. Training

Quantity	Item	Total
1	Coaching Emergency Vehicle Operator II	275.00
1	SAM., Student Auscultation Manikin	6,350.00
1	Comprehensive ACLS Training Manikin	4,184.49
1	Trauma Modules for ALS. Training Manikin	1,356.59
1	Obstetric Manikin	495.59
Training Total		\$ <u>12,661.67</u>

6. Other/Describe (Ambulance)

Quantity	Item	Total
7	Inflatable Pediatric Restraint Seats (259.99 ea.)	1,819.93
7	Braslow Pediatric Reference Tapes (110.00 ea.)	770.00
3	Stryker Stretcher Pouches (110.00 ea.)	330.00
Other Totals		\$ <u>2,919.93</u>

BUDGET JUSTIFICATION - 2000

Oconee Memorial Hospital's Emergency Medical Service operates four manned ALS ambulances weekdays from 0800 hours until 1800 hours. Three manned ambulances cover all other times. One of those is stationed in Walhalla; the remainder are based at the hospital in Seneca. For 15 years we monitored a growth of a 6.7% yearly call volume increase. The calendar year 1999 brought a 9.1% increase. These steady yearly increases obviously require the purchase of new equipment to properly provide efficient care. The addition of the Walhalla substation has greatly improved our ability to provide coverage within the county and it is the addition of that station that explains the need of several of the items on this list.

Basic Life Support Equipment

- 4 Portable Stretchers: Our orthopedic surgeons have informed us that studies show that securing geriatric patients with fractured hips onto a long spine board is detrimental to the patient. Compression wounds can develop quickly and their request is that we secure these patients on a portable stretcher with appropriate padding if there is no spinal compromise. We need four more portables to meet that requirement.
- 1 Evac-U-Splint System: We purchased three sets with previous grant money. Last year when we established the Walhalla station we did not have enough money to buy one for that station. This purchase will provide one system for each of our Type III ambulances.
- 7 Ferno Model Rescue Seats: These rescue seats are designed to easily and safely remove patients from small areas such as the back room of trailers where we are unable to gain access with the stretcher. We foresee using these seats daily.

Extrication Equipment

- 4 Globe Lifeline EMS Protective Nomex Coats: The fact that we are a hospital-based system has been an advantage to us in many ways. One problem that does arise is the fact that Federal EMTALA guidelines officially relate that once we are on the scene the hospital is also on the scene. That interpretation means that we must offer a medical screening exam at Oconee Memorial Hospital. It also means that the hospital, in addition to the EMS, is responsible for what happens to the patient at the scene. For that reason we have always retained control of accident scenes and have always performed the extrication of patients. County and hospital lawyers have rendered the opinion that anything that happens at the scene, involving Rescue and Fire personnel, could have repercussions on the hospital. Fire personnel respond on all MVA's that involve

overturned vehicles or entrapment. They provide a charged line as we extricate with Rescue personnel. We, in turn, respond to major fires and provide rehab for the Fire Service and we also stand by upon their request at fires during the summer months. The mutual agreement between the systems has worked well over the years and covers our concern of having non-medical personnel extricating patients from accident scenes. We have not had the proper protective equipment in the past and our goal now is to begin the process of providing that equipment to insure the Medics safety during extrication. From the marketing form: "Provides the best blood and body fluid penetration resistance, as well as unmatched waterproof breathable performance. Shell made with NOMEX IIIA. Protects against flash fire." We would like to begin by providing enough coats at the station to allow the responding crew to take them on MVC's and build the system to the point that we would have proper protective gear for all personnel.

Communication Equipment

4 SP-50 Motorola Radios: It would be difficult to describe this request as anything other than a replacement. We have not hired additional personnel so it would be dishonest to state that we need them for that purpose. The fact is that the radios used by part time personnel have reached the point of being non-functional. We need to update to a newer model radio. We still have to depend on callback to provide continuous coverage during peak call volume times so it is imperative that we provide our part time medics with quality radio equipment.

1 Racal Mirra Series II Voice Recorder: Two years ago we used the grant to purchase the dispatch console within the hospital. It remains a vast improvement in our communication department and the guidelines have not changed in that EMS dispatch remains the only responsibility of the department. At the time we did not have enough grant money to purchase the recording system that came with the system and we attempted to use an old system that was already in place. That has proved to be a mistake in that it is not compatible with the new console and we have had numerous problems in gathering information after the call because the system does not work. This purchase will complete the function of the console system.

Training

1 Coaching Emergency Vehicle Operator II: Oconee Memorial Hospital has converted to a new insurance company this year and they are requiring emergency driving training for all personnel. This course will meet that requirement.

- 1 SAM, Student Auscultation Manikin
- 1 Comprehensive ACLS Training Manikin
- 1 Trauma Modules for ALS – Training Manikin
- 1 Obstetric Manikin

The existence of the grant money allows us to maintain the best possible training aids and we would like to follow through on this with the purchase of these items.

Other/Describe

- 7 Inflatable Pediatric Restraint Seats: We have been guilty of not considering this problem sooner. We have on numerous occasions had to transport children without the proper restraining devices. In most cases, if the trip was initiated by a MVC, we have used the child's own seat but we have encountered several situations lately in which the child did not have a car seat. We have also had several transports from our hospital to another facility in which we had problems properly securing the patient. These seats will resolve the problem and input from Pickens EMS relates that this product is very efficient in handling the transport.
- 7 Braslow Pediatric Reference Tapes: We have had these tapes on our "wish list" for some time but were told that there was a possibility that they might be provided by the State in the same manner that we received the pediatric immobilizers. We have not heard any more from that source so we need to proceed with the purchase at this time.
- 3 Stryker Stretcher Pouches: We now have all of our system equipped with Stryker stretchers. We would like to upgrade them with these pouches, which would provide better access for securing equipment during transport.

OCCONEE COUNTY FINANCE DEPARTMENT

MEMORANDUM

TO: Mrs. Gail Green, Council Clerk

CC: Mr. Harrison Orr, Supervisor-Chairman Mrs. Phyllis Lombard, Finance Director
Oconee County Council Members Mr. Brad Norton, Attorney

FROM: Mrs. Melissa Brown

DATE: August 9, 2000

SUBJECT: FY 2001 DHEC EMS Grant In Aid (GIA) Contract and Application

I would like to request that you place the "FY 2001 DHEC EMS Grant-In-Aid Contract" and "FY 2001 DHEC EMS Grant In Aid Application" on the 08/15/00 Oconee County Council Meeting Agenda. You will find the contract attached for review. Wayne Garland from OMH is planning to bring the application in to my office ASAP. I will submit it for review upon receipt.

This contract has been submitted to DHEC, Division of EMS pending Council's approval in order to meet DHEC's deadline for contract submission. The contract simply states that Oconee County "...agrees to submit for approval a county application (DHEC Form 1061) for grant in aid...". It does not offer any financial commitment. We felt it was more efficient to submit both the contract and the application to Council for approval at the same meeting.

Since approximately 1993, Oconee County has been a recipient of Grant-in-Aid (GIA) funds through DHEC. The primary purpose of this grant is "to provide financial assistance to counties to improve and upgrade the EMS System in order to reduce injury and loss of life". These dollars are intended to enhance rather than maintain our current level of service. We cannot use funds to replace existing EMS dollars within the county.

The award amount is determined by allocating a base amount to each county and then distributing the remaining dollars based upon each county's percentage of state population. Oconee County's allocation for FY 2001 is \$28,731.00. Of this amount, Oconee County must provide certification of matching funds in the amount of \$1,580.21 (5.5%). While we provide certification of the matching funds, Oconee Memorial Hospital provides the actual match.

Please do not hesitate to contact me with any questions or comments.

MELISSA L. BROWN, GRANTS COORDINATOR

EMERGENCY MEDICAL SERVICES CONTRACT

COPY

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

OCONEE COUNTY

The parties of this contract agree as follows:

A. SCOPE OF SERVICES:

The Contractor agrees to submit for approval a county application (DHEC form 1061) for grant in aid for the purpose of upgrading and/or expanding the Emergency Medical Services within the county. The Contractor will purchase the equipment and/or training programs based on the county application as approved by DHEC.

Mailing Address of Contractor: County Treasurer's Office
Oconee County
415 Pine Street
Walhalla, SC 29691

Contractor FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

57-6000-391

B. TIME OF PERFORMANCE:

The contract shall be effective **July 15, 2000**, or on the date signed by the Chief Operating Officer, whichever is later, and will terminate June 30, 2001.

C. COMPENSATION:

DHEC agrees to reimburse the Contractor an amount not to exceed 94.5 percent of the cost for approved equipment and training referred to on DHEC form 1061 for grant in aid. Basis for payment is actual expenditures for authorized purchases; however, in no event will the total amount to be reimbursed under this Contract exceed **\$28,731.00**.

Travel

Reimbursement to contractors for travel expenses will be made in accordance with regulations established for State employees travel and in accordance with guidelines established by DHEC. The maximum amount of the contract must include all travel expenses. Please see Section F., Term & Condition #12.

D. METHOD OF PAYMENT:

The Contractor shall provide DHEC a written reimbursement request which must include a compliance report as set forth in section E below. It must also include invoice(s) indicating that the equipment/training has been received/completed and the corresponding canceled check(s). An original, fully executed contract must be received by DHEC before any payments can be made. **ALL INVOICES FOR REIMBURSEMENT MUST BE SUBMITTED NO LATER THAN APRIL 30, 2001. INVOICES RECEIVED AFTER APRIL 30, 2001 WILL NOT BE ACCEPTED.**

E. COMPLIANCE REPORTS:

1. The Contractor shall submit a formal letter indicating that they have met all the terms of the contract regarding the implementation of the grant application as outlined in this contract. This should be done at the time of request for reimbursement.
2. A written statement, signed by the county government official verifying that state funds were not used to replace local county funds for EMS.
3. A statement from the authorizing county official that state or local purchasing requirements were followed in the purchase of the equipment.

F. TERMS AND CONDITIONS:

1. There will be no reimbursement for monies expended for equipment or training prior to the effective date of the contract. Additionally, there will be no reimbursement for monies obligated or expended for equipment until the application (DHEC form 1061) is submitted to and approved by DHEC.
2. Failure to comply with this contract and the provisions of the approved application (DHEC form 1061) may result in suspension or revocation of the approved grant-in-aid, as well as suspension or termination of all payments under this contract. Contractor will be responsible for repayment to DHEC of any funds provided for equipment or training found not to be in compliance with this contract and the provisions of the approved application (DHEC form 1061).
3. Contractor must agree to make positive efforts to use small and minority owned businesses and individuals. DHEC Form 128 is for use in providing this information.
4. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of DHEC.
5. Any change to this Contract is considered an amendment to the contract, which must be mutually agreed to and executed in the same manner as the contract.
6. Records with respect to all matters covered by this Contract shall be retained by the Contractor for 4 years after the end of the Contract period, and shall be available for audit and inspection for any time such audit is deemed necessary by DHEC. If audit has begun but is not completed at the end of the 4-year period, or if audit findings

16. Contractors who expend any funds obtained from, or passed through DHEC, must provide quarterly compliance reports outlining the status of the project, compliance with the scope of services and expenditures to the proper program area of DHEC. The Contractor is subject to site visits from DHEC in an effort to monitor compliance.

The parties to this contract hereby agree to any and all provisions of the contract as stipulated above.

AS TO DHEC:

BY: _____

TITLE: _____

DATE: _____

AS TO CONTRACTOR:

BY: _____

TITLE: _____

DATE: _____

THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE CHIEF OPERATING OFFICER.

(CHIEF OPERATING OFFICER)

DATE: _____

CONTRACT NUMBER: _____

AIMS Planned P.O.# _____

SUBRECIPIENT AGREEMENT

The following statements and provisions are acknowledged and agreed upon by and between the, Appalachian Council of Governments as Subrecipient of the Community Development Block Grant (CDBG) funds and Oconee County the (Grantee) and provider of such funds pursuant to a CDBG award, grant number 3-P-99-001, (the "Grant"), made by the South Carolina Department of Commerce, Division of Community Grant Programs under provisions of Title I of the Housing and Urban Development Act of 1974, as amended ("the Act"). It is mutually agreed that no funds will be disbursed prior to the date of the execution of this agreement. This Agreement will remain in effect as long as the Subrecipient has control over CDBG funds, including program income, or assets including real property acquired with funds dispersed under this grant. Any modification or amendment to this Agreement must be approved by the Division of Community Grant Programs.

Any provisions contained herein which are found to be inconsistent with the Act, Federal or State laws, and implementing regulations, will be deleted or appropriately modified as directed by the Division of Community Grant Programs and in no case shall any such inconsistency, whether remedied or not impair the remainder.

Purpose: It is the purpose and intent of this Subrecipient Agreement to enable the Grantee to pass the responsibility and CDBG funds to the Subrecipient to carry out the project described in the application which was approved and funded by the Division of Community Grant Programs as the Grant.

Under this Subrecipient Agreement, it is the intent of the Grantee to limit its responsibilities associated with the Grant to those administrative duties related to providing the CDBG funds to the Subrecipient. All responsibilities for the expenditure of CDBG funds and carrying out the project are to be assigned to the Subrecipient by this Agreement.

Description of Work: (BE VERY SPECIFIC)

Please see attached narrative.

Schedule of Work:

The period of work shall not exceed the grant period of 6-1-2000 through 5-30-2002. The schedule of work shall be as follows:

Grant award	6-2000
Start-up	8-2000
Environmental	8-2000
Planning activities	10-2000
Monitoring	2-2002
Project closeout	6-2002

Budget For Activities:

Planning activities: \$50,000 (federal)

Total project cost \$50,000

NARRATIVE

Describe the planning and technical assistance activities to be undertaken.

The program is designed to develop the capacity of CDBG administrators to effectively determine community needs, set long-term goals and short-term objectives and develop plans for carrying out effective strategies to address priority community needs. This grant will be used to provide CDBG planning, capacity building, project development, and technical assistance to local governments. These funds will only be used in the State CDBG program eligible (non-entitlement) communities. The type of services to be provided will address an array of housing, community development and economic development needs. The planning grant will be used to undertake some or all of the following types of planning and technical assistance activities.

- Develop low and moderate income neighborhood development plans.
- Assess the needs for community infrastructure to serve low and moderate income persons and affordable housing needs.
- Identify and assess the needs of low and moderate income person including the gathering of data, conducting surveys of low and moderate income persons, of slum and blighted areas and conducting needs assessment hearings to obtain citizen input.
- Assist communities in setting long-term goals and short-term objectives for addressing the housing and community development needs of low and moderate income persons.
- Assist communities in developing strategies and action programs to implement plans to address the needs of low and moderate income persons.
- Collect data and input information, which can be directly linked to a CDBG national objective, for the Geographic Information System (GIS) for the Department of Commerce.
- Disseminate information regarding the CDBG program and its requirements.
- Conduct meetings to facilitate the exchange of information with local government officials, citizens, non-profit organizations, and other entities involved in CDBG project planning and development of strategies to meet community needs.
- Obtain citizen participation and involvement in CDBG planning and project development including conducting meetings and hearings as necessary.
- Analyze the feasibility of proposed CDBG projects.
- Develop preliminary cost estimates and conduct preliminary surveys as necessary to determine the eligibility and feasibility of a project.
- Preparation of applications and environmental assessments for CDBG grants which are not funded but meet CDBG fundability requirements.
- Develop maps associated with any of the above referenced activities.
- Conduct an analysis of impediments to fair housing.
- Conduct activities to assess needs, priorities, and strategies and involve citizens and local government in the State's Consolidated Plan and Annual Action Plans.

Indicate the proposed strategy for carrying out the planning and technical assistance activities.

This grant will allow the COG to establish a basic level of staffing to provide general technical assistance and pre-project planning for local governments related to the CDBG program. The strategy for undertaking these activities is to develop a staffing plan which designates specific COG staff to be responsible for working with communities to provide the technical assistance as outlined above for the CDBG program. This staff will be capable, competent and trained with regard to CDBG program requirements.

Describe the expected outcome of the planning and technical assistance activities.

The proposed activities are designed to assist local governments in developing plans and building planning-management capacity. This assistance will build the capacity to effectively determine community needs, long-term goals and short-term objectives, and develop plans for carrying out effective strategies to address community needs. This planning and technical assistance will result in specific projects which, if funded, would be eligible under the CDBG program and meet a national objective. The COG will enter into a performance based agreement with the grantee to undertake these activities, to be developed in consultation with DOC.

attachment

Drawdown of Funds: The Subrecipient will request a drawdown of needed funds by submitting a request for payment to the Grantee. The Subrecipient will make this request at least three (3) weeks in advance of need.

Funds must be disbursed by the recipient within three days of receipt. No more than five thousand dollars (\$5,000) in CDBG funds may be kept on hand by the subrecipient at any time.

Records and Reports: Records for nonexpendable real property purchased totally or partially by the Subrecipient with CDBG funds must be retained for three (3) years after its final disposition. All other pertinent grant records, including the financial records, supporting documents, and statistical records shall be retained for a minimum of three (3) years after final close-out of the grant. If, however, any litigation, claim or audit is started before the expiration of the three (3) year period, then records must be retained for three (3) years after the litigation, claim or audit is resolved.

Unexpended Grant Funds: The Subrecipient agrees that it will return to the recipient any unexpended grant funds provided by the Grantee under this Agreement.

Program Income: Briefly describe how the program income generated from CDBG funded activities will be handled. *Attach Program Income Plan.*

Uniform Administrative requirements: The Subrecipient shall adhere to the following administrative requirements:

Financial: Guidelines for financial and compliance audits of federally assisted programs which are OMB Circular A-133, and OMB Circular A-87.

Procurement: The following provisions regarding "conflicts of interest" apply to the use and expenditure of CDBG funds by the unit of local government and its subrecipients.

In the procurement of supplies, equipment, construction and services, the more restrictive conflict of interest provisions of the State of South Carolina Ethics, Government Accountability and Campaign Reform Act of 1991 or of the subrecipient shall apply.

In cases not governed by the above, such as acquisition and disposition of real property and the provision of CDBG assistance to individuals, businesses, and other private entities, the following provisions shall apply.

Except for eligible administrative or personnel costs, the general rule is that no person who is an employee, agent, consultant, officer, or elected or appointed official of the State of South Carolina or a unit of general local government or any designated public agencies or subrecipient which are receiving CDBG funds who exercise or have exercised any function or responsibilities with respect to CDBG activities assisted herein or are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. Exceptions may be granted by the Department of Commerce, Division of Community Grant Programs on a case by case basis as requested upon full disclosure in writing.

Should any governmental entity, recipient, subrecipient, employee or official know or perceive any breach of ethical standards or conflict of interest involving any other CDBG grant, they shall immediately notify the Department of Commerce, Division of Community Grant Programs, Post Office Box 927, 1122 Lady Street, Suite 700, Columbia, South Carolina 29201.

Personnel: All contractors and subcontractors engaged in the project shall be fully qualified and properly licensed under state and local law to perform such services.

The Subrecipient shall insure that all Prime Contractors/Subcontractors are bonded and insured in accordance with state and federal requirements.

Other Program Requirements: All activities by the Subrecipient shall be carried out in compliance with all federal laws and regulations except for environmental responsibilities and review process under Executive Order 12372, which are the responsibility of the Grantee.

Suspension and Termination: In accordance with 24 CFR 85.43 suspension or termination may occur if the Subrecipient materially fails to comply with any terms of this Agreement, and that the Agreement may be terminated for convenience in accordance with 24 CFR 85.44.

Debarment Certification: The Subrecipient must verify that all contractors and subcontractors are not listed in the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", prior to receiving Federal Funds. Attachment "B" certifies that neither the Subrecipient organization nor its officers are debarred, suspended, ineligible or voluntarily excluded from receiving federal funds. The Subrecipient must require that any prime contractor or lower tier contractor with a contract valued at more than \$100,000 must also complete this debarment certification and the Subrecipient will keep it on file for review as outlined in records and reports. The Subrecipient must also check the eligibility on

all contractors and subcontractors who perform work under this Agreement regardless of dollar amount. The Subrecipient must request the appropriate eligibility check through the Division of Community Grant Programs prior to award of any contract.

Labor Requirements: This project is funded in part by with CDBG funds and is subject to the labor requirements as outlined in the "Subrecipient Agreement Standard Provisions", as are applicable throughout the entire project. These provisions are attached.

Use of Real Property and Reversion of Assets: Upon expiration or termination of this Agreement the Subrecipient shall transfer on behalf of the Grantee, to the Division of Community Grant Programs, or the Division of Community Grant Program's Assignee, any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG funds.

Any real property acquired or improved in whole or in part with CDBG funds must continue to be used for the purpose for which it was acquired or improved. Any changes in its use must be approved by the Division of Community Grant Programs in writing.

Amendments: Any changes in the scope of the project, as outlined in this Agreement, including cost increases, must be submitted in writing by the Subrecipient to the Grantee as a request for an award adjustment. Any adjustment granted by the Grantee shall be appended to this Agreement as an amendment. Copies of any changes must be submitted to the Division of Community Grant Programs for programmatic purposes.


Liability: The Subrecipient understands and warrants that it will defend any liability arising from this Agreement and that the grantee accepts no liability, in so far as such funds are expended in accordance with this Agreement.

The Subrecipient agrees to repay to the Division of Community Grant Programs funds equal to the amount of Community Development Block Grant (CDBG) funds provided to the Subrecipient by the Grantee which Division of Community Grant Programs has determined that its agents or assigns have caused to have been advanced and/or expended in violation of this Agreement and/or any federal, state or local laws or policies governing the use of CDBG funds; this provision also applies to any Funds considered to be program income generated by this Agreement. the Division of Community Grant Programs is the sole arbiter in all matters concerning the eligibility of costs and interpretation of the provisions of law, statute, and policy as well as terms and conditions of this Subrecipient Agreement.

Ethics, Accountability and Campaign Reform Act of 1991: All provisions of this Act have been and will be complied with by the parties to this agreement in regard to actions and expenditures of funds related to the CDBG project giving rise to this agreement.

Special Provisions: The Subrecipient Agreement Standard Provisions attached to this Agreement are considered to be an integral part of this Agreement. These provisions are subject to change from time to time as federal laws and regulations are promulgated. The Subrecipient will be notified in writing if any changes occur.

Robert M. Strother, Executive Director
Title of the Subrecipient Official



Signature of the Subrecipient 8/16/00
Date

Harrison Orr, County Supervisor/Chairman
Title of the Grantee Official

Signature of the Grantee Date

**DEPARTMENT OF COMMERCE
DIVISION OF COMMUNITY GRANT PROGRAMS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**



**Subrecipient Agreement
Standard Provisions**

The following CDBG Provisions should be used with all subrecipient agreements where CDBG funds are being used in whole or in part.

STANDARD PROVISIONS

1. **Limitation of Liability:** The Subrecipient will not assert in any legal action by claim or defense, or take the position in any administrative or legal procedures that he is an agent or employee of the owner.
2. **Ownership:** Ownership of all real or personal property, acquired in whole or in part with CDBG funds for use on this project, shall be vested in the unit of local government. When the unit of local government determines that the property is no longer required for the purposes of this project, the unit of local government must notify the Department of Commerce, Division of Community Grant Programs (DCGP) and obtain approval for disposition of the property in accordance with applicable guidelines.
3. **Agreement/Contract:** If any provision in this agreement/contract shall be held to be invalid or unenforceable, the remaining portions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this agreement/contract, the parties shall promptly negotiate a replacement provision, which addresses the intent of such provision.

The failure of either party to insist upon strict performance of any terms, conditions and covenants herein set forth shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

Federal, State and local laws, ordinances and codes are subject to change from time to time as they are promulgated. The Subrecipient shall be notified in writing of any such changes when they occur and they shall be incorporated in writing into this contract/agreement upon concurrence by both parties unless such changes are considered to have an essential impact upon the intent of this agreement/contract and then they shall be incorporated upon notification to the Subrecipient.

4. **Termination for Convenience:** This agreement may be terminated for convenience in accordance with 24 CFR, 85.44.
5. **Amendments:** Any changes to this contract affecting the scope of work of the project must be approved, in writing, by the Grantee and Subrecipient and shall be incorporated in writing into to this contract. Any amendments exceeding 10% or \$10,000 (whichever is less) of the original contract price must have written approval by the DCGP prior to execution.
6. **Copyright:** Except as otherwise provided in the terms and conditions of this contract, the Subrecipient paid through this contract is free to copyright any books, publications or other copyrightable materials developed in the course of and under this contract. However, the U. S. Department of Housing and Urban Development and DCGP reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for Federal Government and State Funded Agencies (SFA) purposes:

A. the copyright in any work developed under this contract; and

B. any rights of copyright to which a subrecipient purchases ownership with grant support.

The Federal Government's rights and the DCGP's rights identified above must be conveyed to the publisher and the language of the publisher's release form must insure the preservation of these rights.

7. **Terms and Conditions:** DCGP reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions or changes in the requirements, regulations, and laws governing the Community Development Block Grant Program.
8. **Reporting Requirements:** The Subrecipient agrees to complete and submit all reports, in such form and according to such schedule, as may be required by DCGP.
9. **Sanctions:** If the Subrecipient fails or refuses to comply with the provisions set forth herein, then DCGP or the Grantee may take any or all of the following sanctions: cancel, terminate or suspend in whole or in part this agreement, or refrain from extending any further funds to the Subrecipient until such time as the Subrecipient is in full compliance.
10. **Applicable Law:** In addition to the applicable Federal Laws and Regulations, this agreement is also made under and shall be construed in accordance with the laws of the State of South Carolina. By execution of this agreement, the Subrecipient agrees to submit to the jurisdiction of the State of South Carolina for all matters arising or to arise hereunder, including but not limited to performance of said agreement and payment of all licenses and taxes of whatever kind or nature applicable hereto.
11. **Compliance with Air and Water Acts:** Applicable to construction contracts and related subcontracts exceeding \$100,000: This contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended from time to time.
 - A. A stipulation by the Contractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
 - B. Agreement by the Contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended (42 USC 1857c-8-0 and section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said section 114 and 308, and all regulations and guidelines issued thereunder.
 - C. A stipulation that as a condition of award of contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract under consideration is to be listed on the EPA list of Violating Facilities.
 - D. Agreement by the Subrecipient that he will include or cause to be included the criteria and requirements in paragraph (A) through (D) of this agreement, in every nonexempt subcontract and requiring that the Contractor will take such action as the State may direct as a means of enforcing such provisions.

In no event shall any amount of assistance provided under this agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

12. **Maintenance of Records:** Records for non-expendable property purchased totally or partially with Federal funds must be retained for three years after final close-out. All other pertinent contract records including financial records, supporting documents and statistical records shall be retained for a minimum of three (3) years after the final close-out report.

However, if any litigation, claim, or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.

13. **Subcontracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Areas:** It is national policy to award a fair share of contracts to small and minority and women's owned businesses. Accordingly, affirmative steps must be taken to assure that small, minority and women owned businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- A. Including qualified small and minority businesses on solicitation lists;
- B. Assuring that small, minority and women owned businesses are solicited whenever they are potential sources;
- C. Whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority and women owned businesses' participation;
- D. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses; and
- E. Using the services and assistance of the Small Business Administration, the Governor's Office of Small and Minority Business Assistance, the U. S. Department of Commerce and the Community Services Administration as required.

14. **Confidential Information:** Any reports, information, data, etc., given to, prepared by, or assembled by the Subrecipient under this agreement, which DCGP requests to be kept confidential, shall not be made available to any individual or organization by the Subrecipient without prior written approval of DCGP.

15. **Access to Records:** Records with respect to all matters covered by this agreement shall be made available for audit and inspection by DCGP, HUD or their representatives.

16. **Prime Subrecipient Responsibilities:** The Subrecipient is required to assume sole responsibility for the complete effort and enforcement of laws and regulations under this agreement. The Grantee will consider the Subrecipient to be the sole point of contact with regard to contractual matters.

17. **Subcontracting:** If any part of the work covered by this agreement is to be subcontracted, the Subrecipient shall identify the subcontracting entity and the contractual arrangements made therewith to the grantee. All subcontracts must be approved by the owner to insure they are not debarred or suspended by the Federal or State Government and to insure the owner understands the arrangements.
18. **Legal Services:** No attorney-at-law shall be engaged through the use of any funds provided under this contract in suits against the State, Local Public Body or any political subdivision.
19. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of the "Hatch" Act.
20. **Reporting of Fraudulent Activity:** If at any time during the term of this agreement anyone has reason to believe by whatever means that, under this or any other program administered by DCGP, a recipient of funds has improperly or fraudulently applied for or received benefits, monies or services pursuant to this or any other contract, such information shall be immediately reported to the appropriate authorities.
21. **Age Discrimination:** In accordance with 45 CFR, parts 90 and 91, the Subrecipient agrees there shall be no bias or age discrimination as to benefits and participation under this agreement.
22. **Section 109 of the Housing and Community Development Act of 1974:** No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.
23. **Section 3, Compliance and Provision of Training, Employment and Business Opportunities:** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this said contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The contractor will certify that any vacant employment positions including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

The contractor agrees to submit such reports as required to document compliance with Part 135. Noncompliance with the regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

24. **Section 504 of the Rehabilitation Act of 1973:** The Subrecipient agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, in any program or activity that receives the benefits from the federal financial assistance.
25. **Lead-Based Paint:** The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. Any grants or loans made by the subrecipient for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-base paint hazards under subpart B of said regulations, and the subrecipient shall be responsible for the inspections and certifications required under section 35.14(f) thereof.
26. **Debarment Certification:** The Subrecipient must comply with Federal Debarment and Suspension regulations prior to entering into a financial agreement for any transaction as outlined below.
 - A. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$25,000 and is cumulative amount from all federal funding sources).
 - B. Any procurement contract for goods and services, regardless of amount, under which the Subrecipient will have a critical influence on or substantive control over the transaction.
27. **Equal Employment Opportunity:** In carrying out the program, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient must take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The

Subrecipient shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for project or program.

The Subrecipient will, in all solicitations or advertisements for employees by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State advising the said labor union or workers' representatives of the Subrecipient's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the State.

The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the State, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the State for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Subrecipient's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the State, or as otherwise provided by law.

The Subrecipient will include the above provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State issued pursuant to section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as DCGP may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with an entity as a result of such direction by DCGP, the Subrecipient may request DCGP to enter into such litigation to protect the interest of the State.

The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

28. **Federal Labor Standards Provisions:** The project or program to which the work covered by this agreement pertains is being assisted by the United States of America and the Federal Labor Standards Provisions are applicable to any construction contracts in excess of \$2,000 or residential rehabilitation contracts involving more than eight units entered into by the subrecipient. The subrecipient shall include the required federal language covering Davis-Bacon, Copeland Anti Kickback, and Contract work and Safety Standard Acts in any such contract.

29. Conflicts of Interest and Ethical Standards, South Carolina Consolidated Procurement Code:
The following provisions regarding "conflicts of interest" apply to the use and expenditure of CDBG funds by the unit of local government and its subrecipients.

In the procurement of supplies, equipment, construction and services, the more restrictive conflict of interest provisions of the State of South Carolina Ethics, Government Accountability and Campaign Reform Act of 1991 or of the Subrecipient shall apply.

In cases not governed by the above, such as acquisition and disposition of real property and the provision of CDBG assistance to individuals, businesses, and other private entities, the following provisions shall apply.

Except for eligible administrative or personnel costs, the general rule is that no person who is an employee, agent, consultant, officer, or elected or appointed official of the State of South Carolina or a unit of general local government or any designated public agencies or subrecipient which are receiving CDBG funds who exercise or have exercised any function or responsibilities with respect to CDBG activities assisted herein or are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. Exceptions may be granted by the DCGP on a case by case basis as requested upon full disclosure in writing.

Should any governmental entity, recipient, subrecipient, employee or official know or perceive any breach of ethical standards or conflict of interest involving any other CDBG grant, they shall immediately notify the Department of Commerce, Division of Community Grant Programs, Post Office Box 927, 1122 LadyStreet, Columbia, South Carolina 29202.

OCONEE COUNTY FINANCE DEPARTMENT

MEMORANDUM

TO: Opal Green
FROM: Melissa Brown
DATE: August 31, 2000
SUBJECT: Subrecipient Agreement with ACOG for 1999 Planning Grant

Please place the attached Subrecipient Agreement on the September 5th meeting agenda. This agreement is with the Appalachian Council of Governments (ACOG). It will give them the funds and responsibility to carry out the project as described in the approved application.

Council approved the acceptance of this \$50,000.00 1999 Regional Planning Grant award on 06/20/00. These funds are used to develop Community Development Block Grant projects and plan for the needs of low to moderate income persons.

I appreciate your continued assistance. Please feel free to contact me with any questions.

MELISSA L. BROWN, GRANTS COORDINATOR

A RESOLUTION SUPPORTING FAIR HOUSING IN OCONEE COUNTY

WHEREAS, Oconee County supports the Fair Housing Act which prohibits discrimination in housing because of race, color, national origin, religion, sex, familial status, or handicap; and

WHEREAS, Oconee County participates in the Community Development Block Grant Program, and has certified, through its Supervisor/Chairman, that it will adhere to all applicable requirements in the receipt of those federal funds; and

WHEREAS, Oconee County is committed to enforcing policies which provide its citizens with greater housing opportunities;

NOW THEREFORE BE IT RESOLVED that Oconee County will undertake efforts, including, but not limited to, this resolution to make its citizens aware of their rights under The Fair Housing Act, and to deter housing discrimination in any form.

Adopted this 5th day of September 2000.

OCONEE COUNTY COUNCIL CHAIRMAN

ATTEST

REVISION TO

OCONEE COUNTY SOLID WASTE PLAN

SEPTEMBER 2000

JACK M. HIRST
OCONEE COUNTY SOLID WASTE DIRECTOR

**AS PER SOUTH CAROLINA DEPARTMENT OF HEALTH AND
ENVIRONMENTAL CONTROL GUIDANCE DOCUMENT DATED SEPTEMBER
24, 1999 FROM MS. MELINDA C. MATHIAS—REGULATION DEVELOPMENT,
PLANNING AND COMPLIANCE SECTION.**

Solid Waste Plan Revision

Page 1 and 2

Section 44-96-80 (E & K)

- A. Oconee County is currently looking to completely revise the County ordinance on solid waste. This ordinance will cover areas regarding disposal, recycling, waste reduction, tipping fees, solid waste fees, covering of loads, use of C and D landfill, and the County transfer station. Any other items regarding solid waste will also be addressed. The new ordinance and resolutions will be added to the plan after adoption.
- B. The current population as of July 2000 is estimated to be 66,300. On the following pages is an Oconee County profile of population trends, estimates, and totals.

It is estimated that some 26,000 tourists visit the county each year.

- C. The following pages contain information regarding economic trends for Oconee County. Land use planning is still in the planning stages although many promising concepts have been developed. Once completed, the information on land use will be added to the revisions of the plan.

Section 44-96-80

1. Oconee County is currently disposing of 33,809 tons annually of solid waste. All of the waste is being shipped to a private landfill in Homer, Georgia. No municipal solid waste is being disposed of in the county.

Approximately 9,638 tons of waste is being disposed of in the Palmetto Landfill in Spartanburg, South Carolina.

Construction and demolition and land clearing debris wastes are being landfilled in a permitted county landfill located at 15031 Wells Highway, Seneca, South Carolina. It is estimated that the existing construction and demolition site will serve the county's needs for some seven to nine (7-9) years. Other sites and disposal options are being considered. Due to the 1,000 foot buffer now required for the Construction and Demolition and Land clearing debris landfills, siting a new facility will be extremely difficult, if not impossible.

Brush and limbs are being diverted to a tub grinder located behind the County materials recovery facility. After grinding, the mulch is sold to residents at \$7.35 for one and one half yards (1 ½).

The County diverts approximately 3,395 tons from the construction and demolition landfill annually, while generating approximately \$9,220.00 in revenues. Approximately 11,349 tons of Construction and Demolition and Land clearing debris waste are disposed of in the County construction and demolition and land clearing debris landfill annually.

There are several private land clearing debris landfills in the county that have been permitted by DHEC. The total for those landfills is approximately 13,575 tons annually.

2. Both of the County run municipal solid waste landfills have been closed. The County operates a three hundred fifty (350) tons per day capacity transfer station. However, the facility averages one hundred thirty-five (135) tons per day. The waste is loaded into trailers using a large compactor. The waste is hauled to the Waste Management landfill in Homer, Georgia.

In addition to the transfer station, the County operates eleven (11) manned convenience centers with an additional center to be constructed in this year's budget. It is estimated that the current collection and disposal system will serve the county for many years to come.

3. With the future of the Tri-County Resource Recovery/Landfill project uncertain at this time, the current methods of collection and disposal should enable the county to continue to provide service to the citizens of the county at a reasonable cost.

Section 44-96-80 (D)

Oconee County provides its residents with the opportunity to recycle many categories of solid waste with curbside collection systems in the cities and manned convenience centers in the rural areas. Also, the Collins Children Home and several scrap dealers provide opportunities to recycle newspaper and aluminum cans.

A. Generation and Characterization:

Oconee County is currently generating 40,738 tons of municipal solid waste. The average pounds of waste generated per person is 2.37. The typical type of waste being generated by category is:

- A. Residential
- B. Commercial
- C. Agricultural
- D. Combustion Ash
- E. C & D
- F. Food
- G. Industrial Packaging/Administrative
- H. Industrial Process
- I. Medical
- J. Municipal Sewage Sludge
- K. Natural Disaster Debris

B. Collection and Transfer:

Oconee County operates a co-mingled collection system for recyclables at its eleven (11) manned convenience centers. Municipal solid waste is collected in a compactor and loaded into an enclosed 40 yard roll-off container for transport to the transfer station. The Cities of Seneca, Walhalla, and West Union collect curbside and transport their municipal solid waste to the County transfer station. The City of Westminster is currently under contract with Northeast Waste and their waste is hauled directly to Homer, Georgia. Waste Management, Container Corporation, Fennel Waste, and several small haulers use the County transfer station.

The number of households being served by each collection method is as follows:

County	25,983
Seneca	3,845
Walhalla	1,675
Westminster	1,200
West Union	180

The county owns and operates a transfer station that is located at 15028 Wells Highway, Seneca, South Carolina 29678.

The county transfer station handles approximately one hundred thirty-five (135) tons per day.

The waste is generated by residents, businesses, schools, and industry.

Some businesses and industries remove cardboard and office paper prior to transfer of waste. Tires, appliances, lead acid batteries, and any other banned materials are removed at the transfer station floor when found.

C. Composting/Land Application:

Oconee County does not have a composting facility. The brush and limbs, up to eight (8) inches in diameter, are ground up in our tub grinder and sold as mulch.

D. Treatment:

Oconee County does not have a waste/ash treatment facility.

E. Disposal:

Oconee County owns and operates one three hundred fifty (350) tons per day transfer station. Hours of operation are 8:00 am until 4:00 pm, Monday through Friday. Oconee County operates a Construction and Demolition and Land Clearing Landfill. Hours of operation are 12:00 pm until 4:00 pm, Monday through Friday and 8:00 am until 4:00 pm on Saturday.

- E. Oconee County accepts tires at the Manned Convenience Centers and at the Materials Recovery Facility. If on rims, the rims are removed with a wheel rime crusher. The steel is sold and the money put in the County treasury. The tires are loaded onto U.S Tire trailers and shipped to Concord, North Carolina. Disposal costs for the tires are paid for with funds provided by the state of S. C.

There are two (2) industrial landfills in Oconee County that our office is aware of: Duke Power and (West Point Stevens is closed).

Status: Inactive

- F. Recycling Reuse and Reduction Activities:

Oconee County has a strong recycling program, even though it is voluntary. The manned convenience centers along with the curbside recycling programs provided by the municipalities provides the residents an opportunity to participate. Educating the public is vital to a successful program. The goals set by the Solid Waste Policy Management Act of 1991. Of twenty-five percent (25%) recycling and thirty percent (30%) reduction have been exceeded each year by Oconee County. Figures for 1999 showed the County at forty-two percent (42%) and fifty-five (55%) reduction. The success of Oconee County's program involves cooperation on the part of the county and municipalities working together. County schools, businesses, and industry, along with the residents make a recycling goal of fifty percent (50%) look very possible.

Reduction activities involving waste minimization with industries is paying off, too. Many companies are taking an active part to either re-use materials or at least find ways to reduce the volume going to a landfill. This includes finding markets or outlets for unwanted or unneeded waste materials.

- G. Special Waste:

Oconee County has prepared a Special Waste Analysis and Implementation Plan (SWAIP). Since the Seneca Landfill is closed, the County does not accept any special waste for disposal, with the exception of asbestos shingles in the Construction and Demolition landfill, if properly bagged and labeled, with pre-approval from DHEC. The current fee is \$55.00 a ton.

Some special wastes being generated in the County include:

1. Medical waste
2. Waste water treatment sludge
3. Industrial process waste
4. Barreled waste

H. Import/Export:

Oconee County does not accept out-of-county waste. The majority of in-county generated waste is handled through the County owned and operated transfer station, located at 15028 Wells Highway, Seneca, South Carolina, and shipped by a contracted hauler to Homer, Georgia for disposal in a Sub Title "D" Landfill owned and operated by Waste Management.

Some wastes are hauled from the generator directly to out of county landfills by private haulers. Approximately 11,114 tons are hauled in this manner.

From the county owned transfer station approximately 33,809 tons are exported each year.

I. Full Cost Disclosure:

Oconee County maintains excellent, detailed records regarding all phases of solid waste management. All purchases and expenditures are accounted for by a well trained staff in the solid waste offices and finance offices located in Walhalla, South Carolina.

Each year Oconee County publishes in the local newspaper a report stating the total costs for managing solid waste for the previous year. A total cost report is prepared annually by the County Finance Director, which includes costs and income from collection, education, recycling, mulching, and disposal. Other items include overhead costs, indirect costs, contractual services, operating costs, and financial costs. Examples of the report are included.

SOLID WASTE MANAGEMENT SERVICES TOTAL COST REPORT

COLLECTION

Site(s): County and Cities
Year of 07-01-93-06-30-94

Data	For This Year
Total Annual Cost	\$963,130.34
Cost Per Capita (Total Cost + Total Population)	\$ 16.19

EDUCATION

Site(s): County
Year of 07-01-93-06-30-94

Data	For This Year
Total Annual Cost	\$1,339.24
Cost Per Capita (Total Cost + Total Population)	\$.03

RECYCLING AND COMPOSTING

Site(s): Seneca and MCC# 1 Year of 07-01-93-06-30-94

Data	For This Year
Total Annual Cost	\$389,451.61
Cost Per Capita (Total Cost + Total Population)	\$ 6.55

DISPOSAL

Site(s): Seneca Landfill Year of 07-01-93-06-30-94

Data	For This Year
Tons of Solid Waste Disposed	80,909
Total Annual Cost	\$310,248.55
Cost Per Ton (Annual Cost + Tons Disposed)	\$ 3.84
Tons Per Capita (Tons Disposed + Total Population)	1.36
Cost Per Capita (Total Cost + Total Population)	\$ 5.22

3-21-95
 Cecilia called
 gave me
 \$17,000.00
 for 7-1-93 -
 6-30-94

**SOLID WASTE MANAGEMENT SERVICES
FULL COST ACCOUNTING
SUMMARY OF COSTS REPORT**

PERIOD OF REPORT 07-01-93 THROUGH 06-30-94

<p>PART 1</p> <p><u>Operating Costs (Direct Cost):</u></p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>Personnel</td><td style="text-align: right;">\$401,786</td></tr> <tr><td>Fringe Benefits</td><td style="text-align: right;">\$143,159</td></tr> <tr><td>Includes: (FICA, Workers Comp., Insurance, Unemployment)</td><td></td></tr> <tr><td>Training/Certification</td><td style="text-align: right;">\$ 1,339</td></tr> <tr><td>Office Supplies</td><td style="text-align: right;">\$ 3,393</td></tr> <tr><td>Building (Structure)</td><td style="text-align: right;">\$207,667</td></tr> <tr><td>Equipment</td><td style="text-align: right;">\$617,009</td></tr> <tr><td>Depreciation (Includes Equipment Replacement)</td><td style="text-align: right;">\$155,335</td></tr> <tr><td>Oil, Gas, Fuel</td><td style="text-align: right;">\$ 49,657</td></tr> <tr><td>Parts/Supplies</td><td style="text-align: right;">\$137,242</td></tr> <tr><td>Insurance</td><td style="text-align: right;">\$28,998</td></tr> <tr><td>Other Operating Costs</td><td style="text-align: right;">\$ 8,524</td></tr> <tr><td>LANDFILL:</td><td></td></tr> <tr><td>Cover Material</td><td style="text-align: right;">\$ 1,600</td></tr> <tr><td>Liners</td><td style="text-align: right;">\$ 0</td></tr> <tr><td>Monitoring Equipment</td><td style="text-align: right;">\$ 0</td></tr> <tr><td>Lab/Testing</td><td style="text-align: right;">\$ 6,576</td></tr> <tr><td>Land Purchases</td><td style="text-align: right;">\$97,378</td></tr> <tr><td>Depletion</td><td style="text-align: right;">\$ 0</td></tr> <tr><td>Permits/Penalties</td><td style="text-align: right;">\$ 0</td></tr> <tr><td>Compliance (Regulatory)</td><td style="text-align: right;">\$53,424</td></tr> <tr><td>Closure</td><td style="text-align: right;">\$35,724</td></tr> <tr><td>Part (1) Total</td><td style="text-align: right;">\$2,148,811</td></tr> </tbody> </table>	Personnel	\$401,786	Fringe Benefits	\$143,159	Includes: (FICA, Workers Comp., Insurance, Unemployment)		Training/Certification	\$ 1,339	Office Supplies	\$ 3,393	Building (Structure)	\$207,667	Equipment	\$617,009	Depreciation (Includes Equipment Replacement)	\$155,335	Oil, Gas, Fuel	\$ 49,657	Parts/Supplies	\$137,242	Insurance	\$28,998	Other Operating Costs	\$ 8,524	LANDFILL:		Cover Material	\$ 1,600	Liners	\$ 0	Monitoring Equipment	\$ 0	Lab/Testing	\$ 6,576	Land Purchases	\$97,378	Depletion	\$ 0	Permits/Penalties	\$ 0	Compliance (Regulatory)	\$53,424	Closure	\$35,724	Part (1) Total	\$2,148,811	<p>Part 3</p> <p><u>Billable Costs (Internal & External):</u></p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>Engineering (Internal & External)</td><td style="text-align: right;">\$149,197</td></tr> <tr><td>Contractual Services</td><td style="text-align: right;">\$ 7,904</td></tr> <tr><td>Professional Services</td><td style="text-align: right;">\$42,181</td></tr> <tr><td>Scales (Outside)</td><td style="text-align: right;">\$ 0</td></tr> <tr><td>Internal/Central Services</td><td style="text-align: right;">\$ 0</td></tr> <tr><td>Part (3) Total</td><td style="text-align: right;">\$99,282</td></tr> </tbody> </table> <p>Part 4</p> <p><u>Other Costs:</u></p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>Bond</td><td style="text-align: right;">\$ 0</td></tr> <tr><td>Long-term Lease</td><td style="text-align: right;">\$307,983</td></tr> <tr><td>Other Debt</td><td style="text-align: right;">\$ 0</td></tr> <tr><td>Interest</td><td style="text-align: right;">\$169,859</td></tr> <tr><td>Post Closure Care</td><td style="text-align: right;">\$ 0</td></tr> <tr><td>Financial Assurance</td><td style="text-align: right;">\$ 0</td></tr> <tr><td>Part (4) Total</td><td style="text-align: right;">\$477,842</td></tr> </tbody> </table>	Engineering (Internal & External)	\$149,197	Contractual Services	\$ 7,904	Professional Services	\$42,181	Scales (Outside)	\$ 0	Internal/Central Services	\$ 0	Part (3) Total	\$99,282	Bond	\$ 0	Long-term Lease	\$307,983	Other Debt	\$ 0	Interest	\$169,859	Post Closure Care	\$ 0	Financial Assurance	\$ 0	Part (4) Total	\$477,842
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* Convenience sites and materials recovery facility

9-14-94

Seneca Journal

NOTICE

The South Carolina Solid Waste Policy and Management Act of 1991 (Section 44-96-90) requires all local governments to annually report the full cost of providing solid waste management services.

Oconee County's total cost to manage solid waste including cities of Seneca, Westminster, and Walhalla, for the period of July 1, 1993 through June 30, 1994, was \$2,717,787.72.

10-5-94

Seneca Journal

NOTICE

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Oconee County's total cost to manage solid waste including cities of Seneca, Westminster, and Walhalla, for the period of July 1, 1993 through June 30, 1994, was \$2,900,537.00.

→ includes West Union

mailed 9-21-95

to Carolyn Keiser

Form 1

SOLID WASTE MANAGEMENT SERVICES TOTAL COST REPORT

Period of Report July 1, 1994 Through June 30, 1995

\$ 207,246.48 County's
COLLECTION \$ 823,052.28 Municipalities

Total Annual Cost	\$1,030,298.76 Total
Less Income from Operations or Grants	0
Net Annual Cost	\$1,030,298.76
Population	61,200
Cost Per Capita	\$16.83

EDUCATION

Total Annual Cost	\$ 11,488.03
Less Income from Operations or Grants	\$ 8,629.16
Net Annual Cost	\$ 2,858.87
Population	61,200
Cost Per Capita	\$.05

RECYCLING AND COMPOSTING

Total Annual Cost	\$324,809.26
Less Income from Operations or Grants	\$ 12,964.74
Net Annual Cost	\$311,844.52
Population	61,200
Cost Per Capita	\$5.10

DISPOSAL

Total Annual Cost	\$345,075.36
Less Income from Operation or Grants	\$363,563.47
Tons of Solid Waste Disposed	82,165
Cost Per Ton	\$4.20
Population	61,200
Tons Per Capita	1.34
Cost Per Capita	\$5.64

**SOLID WASTE MANAGEMENT SERVICES
FULL COST DISCLOSURE
SUMMARY OF COSTS REPORT**

Period of Report July 1, 19⁹⁴ Through June 30, 19⁹⁵

OVERHEAD COSTS

Personnel	\$ 514,514.
Administration	<u>9,973.</u>
Buildings/Lease/Rent	<u>977.</u>
Training/Certification	<u>1,086.</u>
Land Purchases	<u>25,370.</u>
Land Depletion	<u> .</u>
Permits/Compliance	<u> .</u>
Equipment Purchases	<u>4,377.</u>
Equipment Depreciation	<u>215,708.</u>
Education	<u>21,104.</u>
Insurance (other than employee)	<u>33,797.</u>
Other (please specify)	<u> .</u>

TOTAL OVERHEAD

\$ 826,906.

INDIRECT COSTS

FICA	<u>39,360.</u>
Vacation/Sick leave	<u>11,455.</u>
Workman's Compensation	<u>34,879.</u>
Unemployment	<u>226.</u>
Insurance	<u>78,425.</u>
Other (please specify) Retirement	<u>33,199.</u>

TOTAL INDIRECT COSTS

197,544.

CONTRACTUAL SERVICES

Composting	<u> .</u>
Collection	<u> .</u>
Disposal	<u> .</u>
Recycling	<u>12,400.</u>
Incinerator	<u> .</u>
Scales/Transfer Station	<u> .</u>
Laboratory Testing	<u>11,992.</u>
Professional Services (attorneys, engineers, etc)	<u>30,000.</u>
Other (please specify) Regional Landfill	<u>541,369.</u>

TOTAL CONTRACTING COSTS

595,761.

OPERATING COSTS

Leachate Collection, Treatment and Disposal	_____	
Recycling Costs (less revenue generated by sale of finished product)	<u>926.</u>	
Composting Costs (less revenue generated from sale of finished product)	_____	
Incinerator	_____	
Cover Material/Soils Liners	<u>75,060.</u>	
Site Monitoring and Maintenance	<u>120.</u>	
Equipment Maintenance (include parts and supplies)	<u>12,613.</u>	
Fuel, Gas, Oil	<u>47,229.</u>	
Closure/Post Closure Scales/Transfer Station	_____	Electric 6,177.75
Other (please specify)	<u>19,182.</u>	Uniforms 2,721.79
		Water 1,837.40
		Other 8,444.76
TOTAL OPERATING COSTS		<u>155,130.</u>

FINANCIAL COSTS

Debt Service		
Bonds	<u>590,000.</u>	
Loans	_____	
Other Principal part of lease	<u>501,918.</u>	
Interest payment	<u>439,605.</u>	
Financial Assurance	_____	
Taxes	_____	
Other (please specify) Bank Fee	<u>2,323.</u>	
TOTAL FINANCIAL COSTS		<u>1,533,846.</u>

TOTAL COSTS

\$3,309,187.

Signature Jack M. Vint

Date 9/21/95

Public Notice
The South Carolina Solid Waste Policy
and Management Act of 1991 (Section 44-
96-90) requires all local governments to
annually report the full cost of providing
Solid Waste Management Services.
The total cost to manage Solid Waste in
Oconee County, including all
expenses, as of July 1,
1992, is \$3,309,187.00.

Seneca Journal
9-16-95

SOLID WASTE MANAGEMENT SERVICES TOTAL COST REPORT

Period of Report July 1, 1995 Through June 30, 1996

COLLECTION

Total Annual Cost	928,860
Less Income from Operations or Grants	0
Net Annual Cost	928,860
Population	61,960
Cost Per Capita	14.99

EDUCATION

Total Annual Cost	39,942
Less Income from Operations or Grants	13,218
Net Annual Cost	26,724
Population	61,960
Cost Per Capita	.43

**SOLID WASTE MANAGEMENT SERVICES
FULL COST DISCLOSURE
SUMMARY OF COSTS REPORT**

Period of Report July 1, 1995 Through June 30, 1996

OVERHEAD COSTS

Personnel	\$ <u>764,447</u>
Administration	<u>18,001</u>
Buildings/Lease/Rent	<u>9,583</u>
Training/Certification	<u>1,741</u>
Land Purchases	<u>20,300</u>
Land Depletion	<u>-0-</u>
Permits/Compliance	<u>275</u>
Equipment Purchases	<u>141,880</u>
Equipment Depreciation	<u>159,922</u>
Education	<u>13,218</u>
Insurance (other than employee)	<u>41,872</u>
Other (please specify)	<u>-0-</u>

TOTAL OVERHEAD

\$ 1,171,239

INDIRECT COSTS

FICA	<u>57,506</u>
Vacation/Sick leave	<u>14,577</u>
Workman's Compensation	<u>32,918</u>
Unemployment	<u>-0-</u>
Insurance	<u>135,289</u>
Other (please specify) (Retirement)	<u>53,101</u>

TOTAL INDIRECT COSTS

293,391

CONTRACTUAL SERVICES

Composting	<u> </u>
Collection	<u> </u>
Disposal	<u> </u>
Recycling	<u>16,275</u>
Incinerator	<u> </u>
Scales/Transfer Station	<u> </u>
Laboratory Testing	<u>10,416</u>
Professional Services (attorneys, engineers, etc)	<u> </u>
Other (please specify)	<u> </u>

TOTAL CONTRACTING COSTS

26,691

mailed 9-29-97

Form 1

SOLID WASTE MANAGEMENT SERVICES TOTAL COST REPORT

Period of Report July 1, 1996 Through June 30, 1997

COLLECTION

Total Annual Cost	944,636
Less Income from Operations or Grants	0
Net Annual Cost	944,636
Population	62,720
Cost Per Capita	15.06

EDUCATION

Total Annual Cost	171,958
Less Income from Operations or Grants	0
Net Annual Cost	171,958
Population	62,720
Cost Per Capita	2.74

RECYCLING AND COMPOSTING

Total Annual Cost	833,781
Less Income from Operations or Grants	97,449
Net Annual Cost	736,332
Population	62,720
Cost Per Capita	11.74

DISPOSAL

Total Annual Cost	1,139,026
Less Income from Operation or Grants	0
Tons of Solid Waste Disposed	68,846
Cost Per Ton	16.54
Population	62,720
Tons Per Capita	1.10
Cost Per Capita	18.16

**SOLID WASTE MANAGEMENT SERVICES
FULL COST DISCLOSURE
SUMMARY OF COSTS REPORT**

Period of Report July 1, 1996 Through June 30, 1997

OVERHEAD COSTS

Personnel	\$ 884,767
Administration	<u>43,380</u>
Buildings/Lease/Rent	<u>13,655</u>
Training/Certification	<u>2,196</u>
Land Purchases	<u> </u>
Land Depletion	<u> </u>
Permits/Compliance	<u>291</u>
Equipment Purchases	<u>2,196</u>
Equipment Depreciation	<u>210,319</u>
Education	<u>25,360</u>
Insurance	<u> </u>
(other than employee)	<u>44,317</u>
Other (please specify)	<u> </u>

TOTAL OVERHEAD

\$ 1,226,481

INDIRECT COSTS

FICA	65,396
Vacation/Sick leave	<u>17,695</u>
Workman's Compensation	<u>38,836</u>
Unemployment	<u> </u>
Insurance	<u>163,317</u>
Other (please specify)	<u>57,069</u>

TOTAL INDIRECT COSTS

342,313

CONTRACTUAL SERVICES

Composting	<u> </u>
Collection	<u> </u>
Disposal	<u> </u>
Recycling	<u>300</u>
Incinerator	<u> </u>
Scales/Transfer Station	<u> </u>
Laboratory Testing	<u>12,706</u>
Professional Services	<u> </u>
(attorneys, engineers, etc)	<u> </u>
Other (please specify)	<u> </u>

TOTAL CONTRACTING COSTS

13,006

NOTICE
The South Carolina Solid Waste Policy and management Act of 1991 (Section 44-96) requires all local government to annually report the full cost of providing solid waste management services.
The total cost to manage solid waste in Oconee County for the period July 1, 1996 - June 30, 1997 was \$3,089,401.00.

Seneca Journal

9-27-97

mailed 9-10-98

Form 1

SOLID WASTE MANAGEMENT SERVICES TOTAL COST REPORT

Period of Report July 1, 1997 Through June 30, 1998

COLLECTION

Total Annual Cost	844,540.00
Less Income from Operations or Grants	0
Net Annual Cost	844,540.00
Population	63,461
Cost Per Capita	13.31

EDUCATION

Total Annual Cost	37,492.00
Less Income from Operations or Grants	6,322.00
Net Annual Cost	31,170.00
Population	63,461
Cost Per Capita	.49

RECYCLING AND COMPOSTING

Total Annual Cost	751,670.00
Less Income from Operations or Grants	119,452.00
Net Annual Cost	632,218.00
Population	63,461
Cost Per Capita	9.96

DISPOSAL

Total Annual Cost	746,453.00
Less Income from Operation or Grants	0
Tons of Solid Waste Disposed	69,547
Cost Per Ton	10.73
Population	63,461
Tons Per Capita	1.10
Cost Per Capita	11.76

**SOLID WASTE MANAGEMENT SERVICES
FULL COST DISCLOSURE
SUMMARY OF COSTS REPORT**

Period of Report July 1, 1997 Through June 30, 1998

OVERHEAD COSTS

Personnel	<u>\$ 934,157</u>
Administration	<u>35,735</u>
Buildings/Lease/Rent	<u>41,329</u>
Training/Certification	<u>4,200</u>
Land Purchases	<u>0</u>
Land Depletion	<u>0</u>
Permits/Compliance	<u>285</u>
Equipment Purchases	<u>65,347</u>
Equipment Depreciation	<u>235,834</u>
Education	<u>4,322</u>
Insurance	<u>46,211</u>
(other than employee)	
Other (please specify)	<u>0</u>

TOTAL OVERHEAD\$1,367,420**INDIRECT COSTS**

FICA	<u>69,097</u>
Vacation/Sick leave	<u>18,683</u>
Workman's Compensation	<u>69,249</u>
Unemployment	<u>0</u>
Insurance	<u>169,446</u>
Other (please specify) RETIREMENT	<u>62,427</u>

TOTAL INDIRECT COSTS388,902**CONTRACTUAL SERVICES**

Composting	<u>0</u>
Collection	<u>0</u>
Disposal	<u>0</u>
Recycling	<u>19,600</u>
Incinerator	<u>0</u>
Scales/Transfer Station	<u>0</u>
Laboratory Testing	<u>1,590</u>
Professional Services	
(attorneys, engineers, etc)	<u>12,191</u>
Other (please specify)	<u>0</u>

TOTAL CONTRACTING COSTS33,381

OPERATING COSTS

Leachate Collection, Treatment and Disposal	<u>0</u>
Recycling Costs (less revenue generated by sale of finished product)	<u>(84,950)</u>
Composting Costs (less revenue generated from sale of finished product)	<u>(11,518)</u>
Incinerator	<u>0</u>
Cover Material/Soils	<u>131,885</u>
Liners	<u>0</u>
Site Monitoring and Maintenance	<u>0</u>
Equipment Maintenance (include parts and supplies)	<u>116,246</u>
Fuel, Gas, Oil	<u>44,364</u>
Closure/Post Closure	<u>0</u>
Scales/Transfer Station	<u>5,129</u>
Other (please specify) UNIFORMS	<u>4,633</u>

TOTAL OPERATING COSTS

205,789

FINANCIAL COSTS

Debt Service	
Bonds	<u>660,000</u>
Loans	<u>0</u>
Other	<u>307,983</u>
Interest	<u>223,498</u>
Financial Assurance	<u>0</u>
Taxes	<u>0</u>
Other (please specify) BANK FEES	<u>529</u>

TOTAL FINANCIAL COSTS

1,192,010

TOTAL COSTS

\$3,187,502

Signature

Jack M. Wirt

Date

9/4/98

The South Carolina Solid Waste Policy and Management Act of 1991 (Section 44-96-90) requires all local governments to annually re the full cost of providing solid waste management services.

Total cost to manage solid waste in Oconee County for the period of July 1, 1997 June 30, 1998 was \$3,187,502.00.

In the Seneca Journal 9-9-98

1st

mailed 9-30-99

Form 1

SOLID WASTE MANAGEMENT SERVICES TOTAL COST REPORT

Period of Report July 1, 1998 Through June 30, 1999

COLLECTION

Total Annual Cost	607,509
Less Income from Operations or Grants	0
Net Annual Cost	607,509
Population	64,509
Cost Per Capita	9.42

EDUCATION

Total Annual Cost	45,952
Less Income from Operations or Grants	0
Net Annual Cost	45,952
Population	64,509
Cost Per Capita	.71

RECYCLING AND COMPOSTING

Total Annual Cost	570,755
Less Income from Operations or Grants	13,620
Net Annual Cost	557,135
Population	64,509
Cost Per Capita	8.64

DISPOSAL

Total Annual Cost	1,225,683
DISPOSAL Less Income from Operation or Grants	716,469 509,214
Tons of Solid Waste Disposed	40,965
Cost Per Ton	29.92
Population	64,509
Tons Per Capita	.64
Cost Per Capita	19.00

OPERATING COSTS

Leachate Collection, Treatment and Disposal	<u>0</u>
Recycling Costs (less revenue generated by sale of finished product)	<u>[95,388.]</u>
Composting Costs (less revenue generated from sale of finished product)	<u>[8,964.]</u>
Incinerator	<u>0</u>
Cover Material/Soils	<u>0</u>
Liners	<u>0</u>
Site Monitoring and Maintenance	<u>0</u>
Equipment Maintenance (include parts and supplies)	<u>159,811</u>
Fuel, Gas, Oil	<u>25,782</u>
Closure/Post Closure	<u>0</u>
Scales/Transfer Station	<u>17,957</u>
Other (please specify) UNIFORMS	<u>5,002</u>

TOTAL OPERATING COSTS

104,200

FINANCIAL COSTS

Debt Service	
Bonds	<u>690,000</u>
Loans	<u>0</u>
Other	<u>0</u>
Interest	<u>195,808</u>
Financial Assurance	<u>0</u>
Taxes	<u>0</u>
Other (please specify)	<u>0</u>

TOTAL FINANCIAL COSTS

885,808

TOTAL COSTS

\$ 3,608,892.

Signature

Lach M. Hunt

Date

9/30/99

**SOLID WASTE MANAGEMENT SERVICES
FULL COST DISCLOSURE
SUMMARY OF COSTS REPORT**

Period of Report July 1, 19⁹⁸ Through June 30, 19⁹⁹

OVERHEAD COSTS

Personnel	\$ <u>936,297</u>
Administration	<u>23,830</u>
Buildings/Lease/Rent	<u>34,314</u>
Training/Certification	<u>0</u>
Land Purchases	<u>0</u>
Land Depletion	<u>0</u>
Permits/Compliance	<u>300</u>
Equipment Purchases	<u>19,117</u>
Equipment Depreciation	<u>480,174</u>
Education	<u>0</u>
Insurance	
(other than employee)	<u>45,542</u>
Other (please specify)	<u>0</u>

TOTAL OVERHEAD

\$1,539,574

INDIRECT COSTS

FICA	<u>68,498</u>
Vacation/Sick leave	<u>16,936</u>
Workman's Compensation	<u>38,012</u>
Unemployment	<u>0</u>
Insurance	<u>145,207</u>
Other (please specify) RETIREMENT	<u>57,577</u>

TOTAL INDIRECT COSTS

326,230

CONTRACTUAL SERVICES

Composting	<u>0</u>
Collection	<u>0</u>
Disposal	<u>716,469</u>
Recycling	<u>21,225</u>
Incinerator	<u>0</u>
Scales/Transfer Station	<u>0</u>
Laboratory Testing	<u>0</u>
Professional Services	
(attorneys, engineers, etc)	<u>15,386</u>
Other (please specify)	<u>0</u>

TOTAL CONTRACTING COSTS

753,080

Vednesday, September 29, 1999

Daily Journal & Daily Messenger

The South Carolina Solid Waste Policy and Management Act of 1991 (Section 44-96-90) requires all local governments to annually report the full cost of providing solid waste management services.

The total cost to manage solid waste in Oconee County for the period of July 1, 1998 - June 30, 1999 was \$3,608,892.00.

Ind

FAX COVER SHEET

TO: MICHELLE MCCORMICK--DHEC
TELEPHONE: 803-896-4044
FAX: 803-896-4001

FROM: SANDRA SMITH
COMPANY: OCONEE COUNTY SOLID WASTE
PHONE: 864-888-1440
FAX: 864-888-1444

DATE: OCTOBER 15, 1999

PAGES: 4

COMMENTS:

AS PER OUR TELEPHONE CONVERSATION. I WILL SEND YOU
A COPY OF THE NEWSPAPER AD WHEN IT RUNS. THANKS!!

**SOLID WASTE MANAGEMENT SERVICES
FULL COST DISCLOSURE
SUMMARY OF COSTS REPORT
PERIOD OF REPORT JULY 1, 1998 THROUGH JUNE 30, 1999**

Form 1

**SOLID WASTE MANAGEMENT SERVICES
TOTAL COST REPORT**

Period of Report July 1, 1998 Through June 30, 1999

COLLECTION

Total Annual Cost	1,125,447
Less Income from Operations or Grants	
Net Annual Cost	1,125,447
Population	64509
Cost Per Capita	17.45

EDUCATION

Total Annual Cost	36,422
Less Income from Operations or Grants	
Net Annual Cost	36,422
Population	64509
Cost Per Capita	0.56

RECYCLING AND COMPOSTING

Total Annual Cost	1,017,850
Less Income from Operations or Grants	(108,855)
Net Annual Cost	908,995
Population	64509
Cost Per Capita	14.09

DISPOSAL

Total Annual Cost	3,324,231
Less Income from Operation or Grants	(493,673)
Tons of Solid Waste Disposed	40965
Cost Per Ton	69.10
Population	64509
Tons Per Capita	0.64
Cost Per Capita	43.88

**SOLID WASTE MANAGEMENT SERVICES
 FULL COST DISCLOSURE
 SUMMARY OF COSTS REPORT
 PERIOD OF REPORT JULY 1, 1998 THROUGH JUNE 30, 1999**

OVERHEAD COSTS

Personnel	906,630.24
Administration	37,529.28
Buildings/Lease/Rent	58,935.16
Training/Certification	230.00
Land Purchases	9,942.00
Land Depletion	
Permits/Compliance	
Equipment Purchases	102,091.22
Equipment Depreciation	480,174.13
Education	
Insurance (other than employee)	45,542.23
Other (please specify)	

TOTAL OVERHEAD 1,641,074.26

INDIRECT COSTS

FICA	67,767.03
Vacation/Sick Leave	
Workmen's Compensation	37,961.00
Unemployment	
Insurance	143,913.00
Other (please specify) RETIREMENT	56,876.94

TOTAL INDIRECT COSTS 306,517.97

CONTRACTUAL SERVICES

Composting	
Collection	
Disposal	716,469.30
Recycling	
Incinerator	
Scales/Transfer Station	
Laboratory Testing	
Professional Services (attorneys, engineers, etc.)	13,579.00
Other (please specify)	

TOTAL CONTRACTING COSTS 730,048.30

**SOLID WASTE MANAGEMENT SERVICES
FULL COST DISCLOSURE
SUMMARY OF COSTS REPORT
PERIOD OF REPORT JULY 1, 1998 THROUGH JUNE 30, 1999**

OPERATING COSTS

Leachate Collection, Treatment and Disposal		
Recycling Costs (less revenue generated by sale of finished product)	(95,388.24)	
Composting Costs (less revenue generated from sale of finished product)	(8,839.58)	
Incinerator		
Cover Material/Soils		
Liners		
Site Monitoring and Maintenance (include parts and supplies)	15,386.00	
Equipment Maintenance (include parts and supplies)	177,767.77	
Fuel, Gas, Oil	25,781.97	
Closure/Post Closure	1,683,978.68	
Scales/Transfer Station		
Other (please specify) OPERATIONAL INCOME	(464,154.25)	
Other (please specify) Grant costs 37WO97	(3,593.00)	
Other (please specify) IMPACT FEE - TIRES-STATE	(8,293.57)	
Other (please specify) UNIFORMS	<u>5,001.72</u>	
TOTAL OPERATING COSTS		1,327,647.50

FINANCIAL COSTS

Debt Service		
Bonds	690,000.00	
Loans		
Other		
Interest	201,510.13	
Financial Assurance		
Taxes		
Other (please specify) AMORTIZATION - LOAN COST	<u>4,624.04</u>	
TOTAL FINANCIAL COSTS		<u>896,134.17</u>

TOTAL COSTS

4,901,422.20

Signature

Jack M. Hunt

Date

10-15-99

PUBLIC NOTICE

The South Carolina Solid Waste Policy and Management Act of 1991 (section 44-26-90) requires all local governments annually report the full cost of providing solid waste management services.

The total cost to manage solid waste for in Oconee County for the period of July 1, 1998 through June 30, 1999 was \$4,901,422.20.

Section 44-96-80

4. The estimate of the cost of implementing the solid waste management plan with Oconee County is \$15.3 million dollars.
5. The estimated revenue that Oconee County has made available to fund implementation of the solid waste management plan is \$15.3 million dollars.
7. Oconee County made provision for funding the solid waste management facilities by means of GO Bonds and contributions from general funds.

1. See plan page 9-2
3. See plan page 9-1
6. See plan page ES-9

Section 44-96-20 (B)

7. Generation and Characterization:

- A. See plan page 9-5

Collection and Transfer:

B. Oconee County currently has eleven (11) manned convenience centers and a County owned and operated three hundred (300) tons per day transfer station. Funding for another convenience center is in the 2000-2001 budget. Additional centers will be constructed as needed. There are no plans to change the way the County collects and transports solid waste at this time.

Plans are to locate manned convenience center #12 up Highway 11 north in the vicinity of the Tamassee DAR School.

C. Treatment:

The county does not treat solid waste within the County prior to disposal.

D. Disposal:

It is anticipated that the current transfer station will accommodate the County's solid waste needs for the next twenty (20) years. The transfer station is capable of handling three hundred and fifty (350) tons per day.

If the Tri-County Landfill project that was planned for construction in Pickens County does not materialize, the County will have no other alternative but to continue transferring waste to an approved Sub Title "D" landfill for disposal, either in-state or out of state.

Presently, Oconee County is contracting for transportation and disposal with Waste Management, at Homer, Georgia. The facility at Homer is estimated to have twenty-one (21) years of available space. This should meet the county's needs for years to come.

E. Recycling Reuse and Reduction:

Future projections for recycling, reuse, and reduction are discussed in Chapter 9.0 of the County Solid Waste Plan.

F. Special Waste:

The only special waste being accepted by the county for disposal is asbestos shingles, if properly bagged and labeled. All other special wastes such as medical waste, industrial process waste, barreled waste, and waste water treatment sludge are handled by contractors and disposed of out-of-county.

G. Import/Export:

Oconee County does not import out of county waste.

It is estimated that 41,142.38 tons per year are exported out of Oconee County for disposal in both out-of-state and in state landfills. Currently, all solid waste collected at the County owned and operated transfer station is going to R & B Landfill, in Homer, Georgia. Some wastes are being disposed of at the Palmetto Landfill in Spartanburg, South Carolina, being hauled direct by the waste haulers.

The types of waste being exported out of county are as follows:

Residential	18,268.48 tons per year
Commercial	9,418.65 tons per year
Industrial Process	<u>13,455.25</u> tons per year
Total	41,142.38 tons per year

Section 44-96-80

8.

A. Mr. Jack M. Hirst is the Recycling Coordinator for Oconee County.

B. The following is a list of solid waste materials that are being recovered and recycled by Oconee County:

- Aluminum cans
- Anti-freeze
- Lead acid batteries
- Brown paper bags
- Clothing, shoes, belts, purses
- Cooking oil
- Corrugated cardboard
- Brown, green, and clear glass
- Mixed paper
- Motor oil, oil filters, and transmission fluid
- Oil bottles
- Newspaper
- Plastics (#1 and #2)
- Bi-metal cans
- Tires
- White goods
- Yard waste, brush, and limbs

C. The recyclable items listed above are collected at the manned convenience centers and through the curbside programs operated by the Municipalities.

The recyclable material is baled at the County owned and operated materials recovery facility. The County has a broker that handles the markets for the baled material.

- D. The County has published a brochure featuring "Chippy the Chipmunk" which not only lists the items being accepted for recycling, but also how to prepare them for acceptance. The brochure also gives facts about the importance of participating in the recycling program. The County also makes available to the public a large selection of the DHEC fact sheets which are distributed through the office.

The Recycling Coordinator also makes presentations to civic organizations, schools, and churches regarding the benefits of source separation, recovery, and recycling.

9. In addition to the recycling program, Oconee County is encouraging industry and businesses to reuse anything they can and try to find markets for items or material that they can not use. Also, all brush and limbs coming to the County C & D Landfill, are being diverted to the mulching facility and ground into mulch for sale to the citizens of Oconee County.

Oconee County has spent large sums of money in an effort to cooperate with Anderson and Pickens County in a regional approach to managing solid waste. After many years of planning, including the purchase of 512 acres for a Research Resource/Recovery Project to include a Sub Title "D" Landfill, the permit was denied by DHEC due to a request by Anderson and Pickens County to delay the project. Now, the demonstration of need regulations have probably stopped the project all together.

Oconee County is evaluating the situation and may take legal action in the future.

The County has met the 25% recycling goal and is currently at 42%.

The County has met the 30% reduction goal and is currently at 55%.

The County has encountered very few barriers in meeting the goals of the ACT.

Section 44-96-80 (I)

In preparing the County Solid Waste Management Plan, all local governments were involved during the time of preparation and implementation. Information on the Solid Waste Advisory Council may be found in Oconee County's Solid Waste Plan, page 2-1 through 2-2.

Approval of these revisions and updated information was given by the Oconee Council on _____.

Notice of New Rate Schedule

As of May 1, 1998 a new rate schedule of the following fees will be charged as a uniform rate schedule tipping fee to all Waste Collectors, Contractors, Businesses, Builders, Roofing Contractors, etc.:

All Municipal Solid Waste-\$35.00 a ton (disposed of at the County Transfer Station)

All Construction and Demolition Waste-\$25.00 a ton (disposed of at the C & D Landfill-Wells Highway in Seneca)

Private individuals and municipalities do not currently pay tipping fees in Oconee County.

The above rate went into effect on May 1, 1998.

Item #	Description	Heritage Env Serv LLC			Safety-Kleen (TS) Inc				Ecoflo				
		Est Qty	Unit	Rate per Unit	Extended Amount	Est Qty	Unit	Rate per Unit	Extended Amount	Est Qty	Unit	Rate per Unit	Extended Amount
1	Greases, waxes, cleaners	150	Lb	0.75	112.50	150	Lb	0.80	120.00	150	Lb	0.75	112.50
2	Acids	275	Lb	1.10	302.50	275	Lb	0.80	220.00	275	Lb	1.00	275.00
3	Caustics	80	Lb	1.30	104.00	80	Lb	0.80	64.00	80	Lb	1.00	80.00
4	Cleaners, pool chemicals	200	Lb	1.50	300.00	200	Lb	5.90	1,180.00	200	Lb	1.00	200.00
5	Paints(oil base and some latex), thinners	16,000	Lb	0.35	5,600.00	16,000	Lb	0.50	8,000.00	16,000	Lb	0.65	10,400.00
6	Gasoline, oils (used oil, County will divert)	750	Lb	0.30	225.00	750	Lb	0.25	187.50	750	Lb	0.25	187.50
7	Insecticides, herbicides	1,600	Lb	1.35	2,160.00	1,600	Lb	0.80	1,280.00	1,600	Lb	1.00	1,600.00
8	Alkaline batteries	80	Lb	1.00	80.00	80	Lb	0.32 150#	48.00	80	Lb	1.50	120.00
9	NiCd batteries	100	Lb	1.25	125.00	100	Lb	0.85	85.00	100	Lb	1.35	135.00
10	Mercury batteries	50	Lb	7.50	375.00	50	Lb	3.10	155.00	50	Lb	1.50	75.00
11	Flammable aerosols	400	Lb	1.40	560.00	400	Lb	0.75	300.00	400	Lb	0.50	200.00
12	Fluorescent lights	100	Ft	0.40	40.00	100	Ft	0.19	19.00	100	Ft	0.15	15.00
13	Asbestos	500	Lb	0.65	325.00	500	Lb	0.29	145.00	500	Lb	0.30	150.00
14	Road flares	25	Lb	2.90	72.50	25	Lb	4.59 20# min	91.80	25	Lb	1.00	25.00
15	Fire extinguishers	100	Lb	0.50	50.00	100	Lb	9.00 20# min	-	100	Lb	1.00	100.00
16	Mercury debris	1	Lb	25.00	25.00	1	Lb	min	180.00	1	Lb	10.00	10.00
17	Propane cylinders small camp stove size	10	Ea	20.00	200.00	10	Ea	20.00	200.00	10	Ea	5.00	50.00
18	Propane cylinders grill size	10	Ea	35.00	350.00	10	Ea	350.00	3,500.00	10	Ea	30.00	300.00
19	Mobilization	1	Event 40 ft	1,750.00	1,750.00	1	Event 40 ft	2,790.00	2,790.00	1	Event 40 ft	2,900.00	2,900.00
20	Transportation	1	trl Hour	635.00	635.00	1	trl Hou	985.00	985.00	1	trl Hour	1,500.00	1,500.00
21	Project manager	14	/man Hour	50.00	700.00	8	r/ma Hou	60.00	480.00	10	/man Hour	55.00	550.00
22	Chemist on site	14	/man Hour	40.00	560.00	32	r/ma Hou	55.00	1,760.00	16	/man Hour	40.00	640.00
23	Labor	21	/man	35.00	735.00	32	r/ma	45.00	1,440.00	24	/man	25.00	600.00
24	Other - 20 yd rolloff	1		675.00	675.00	0			-	8	Health Safety	40.00	320.00
Grand Total				16,061.50		*Corrected addition		23,230.30				20,545.00	
Addendum 1				yes				yes				yes	
Bid Bond				yes				yes				yes	

BID NO. 00-03

(Use this number on envelopes and all related correspondence.)

"REVISED BID FORM"
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The Heritage Environmental Services, LLC submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for packaging, transportation, recycling and disposal of household hazardous materials collected in a one-day event.

Item #	Estimated Qty	Unit	Description	Final Destination	Rate per Unit	Extended Amount
1	150	Lb	Greases, waxes, cleaners	Heritage/ BFI	\$0.75	\$112.50
2	275	Lb	Acids	Heritage	\$1.10	\$302.50
3	80	Lb	Caustics	Heritage	\$1.30	\$104.00
4	200	Lb	Cleaners, pool chemicals	Heritage	\$1.50	\$300.00
5	16,000	Lb	Paints(oil base and some latex), thinners	Heritage/ Grant/BFI	\$0.35	\$5,600.00
6	750	Lb	Gasoline, oils (used oil, County will divert)	Heritage/ Grant	\$0.30	\$225.00
7	1,600	Lb	Insecticides, herbicides	WTI	\$1.35	\$2,160.00
8	80	Lb	Alkaline batteries	BFI	\$1.00	\$80.00
9	100	Lb	NiCd batteries	Inmetco	\$1.25	\$125.00
10	50	Lb	Mercury batteries	Mercury Waste Solutions	\$7.50	\$375.00
11	400	Lb	Flammable aerosols	Heritage	\$1.40	\$560.00
12	100	Ft	Fluorescent lights	Lighting Resources	\$0.40	\$40.00
13	500	Lb	Asbestos	BFI	\$0.65	\$325.00
14	25	Lb	Road flares	WTI	\$2.90	\$72.50
15	100	Lb	Fire extinguishers	Heritage/ Grinnell	\$0.50	\$50.00
16	1	Lb	Mercury debris	Heritage	\$25.00	\$25.00

* If waste contains PCBs additional charges may be incurred *

Item #	Estimated Qty	Unit	Description	Final Destination	Rate per Unit	Extended Amount
17	10	Ea	Propane cylinders small camp stove size	Heritage	\$ 20.00	\$200.00
18	10	Ea	Propane cylinders grill size	Heritage	\$ 35.00	\$350.00
19	1	Event	Mobilization		\$1,750.00	\$1,750.00
20	1	40 ft trl	Transportation		\$635.00	\$635.00
21	14	Hour/man	Project manager		\$50.00	\$700.00
22	14	Hour/man	Chemist on site		\$40.00	\$560.00
23	21	Hour/man	Labor		\$35.00	\$735.00
24	1		Other 20 yd ³ Rolloff		\$675.00	\$675.00
			Grand Total			\$16,061.50

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number

Date

NONE

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 10/7/00 or 10/14/00

Bidding Organization: Heritage Environmental Services, LLC

Mailing Address: 4132 Pompano Road, Charlotte, NC 28216

Signature of Bidder's Representative: Jon Pelis

Print Name of Bidder's Representative: Jon Pelis

Title: Tech Services Manager Date: 8/25/00

Telephone: (800)326-1175 Fax: (704)391-4513

1. Bid Form

Safety-Kleen (TS) Inc. submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for packaging, transportation, recycling and disposal of household hazardous materials collected in a one-day event.

Item #	Estimate d Qty	Unit	Description	Final Destination	Rate per Unit	Extended Amount
1	150	LB	Greases, waxes, cleaners		\$0.80	\$120.00
2	275	LB	Acids		\$0.80	\$220.00
3	80	LB	Caustics		\$0.80	\$64.00
4	200	LB	Cleaners, pool chemicals		\$5.90	\$1180.00
5	16,000	LB	Paints (oil base and some latex), thinners		\$0.50	\$8000.00
6	750	LB	Gasoline, oils (Used Oil County will divert)		\$0.25	\$187.50
7	1,600	LB	Insecticides, herbicides		\$0.80	\$1280.00
8	80	LB	Alkaline Batteries		\$0.32 (150lb min)	\$48.00
9	100	LB	NiCd Batteries		\$0.85 (100lb min)	\$85.00
10	50	LB	Mercury Batteries		\$3.10 (50lb min)	\$155.00
11	400	LB	Flammable aerosols		\$0.75	\$300.00
12	100	Ft	Fluorescent Lights		\$0.19	\$19.00
13	500	LB	Asbestos		\$0.29	\$145.00
14	25	LB	Road Flares		\$4.59 (20lb min)	\$91.80
15	100	LB	Fire Extinguishers	Decommission on site* Incineration - BDT	NC \$55.00 (min may apply)	NC
16	1	LB	Mercury Debris		\$9.00 (20lb min)	\$180.00
17	10	Ea	Propane Cylinders small camp stove size		\$20.00	\$200.00
18	10	Ea	Propane Cylinders grill size		\$350.00	\$3500.00
19	1	Event	Mobilization		\$2790.00	\$2810.00
20	1	40 ft Trl	Transportation		\$985.00	\$985.00

* Does not include halon type extinguishers.

21	8	Hour/ man	Project Manager		\$60.00	\$480.00
22	32	Hour/ man	Chemist on Site (4)		\$55.00	\$1760.00
23	32	Hour/ man	Labor (4)		\$45.00	\$1440.00
24			Other			
25			Grand Total			\$23,250.30

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "None".

Addendum Number	Date
<u>1</u>	<u>8-18-2000</u>
_____	_____

Bid shall include deliver to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: October 7, 2000 with alternate October 14, 2000 rain date

Bidding Organization: Safety-Kleen (TS), Inc.

Mailing Address: 208 Watlington Industrial Drive, Reidsville, NC 27320

Signature of Bidder's Representative: Gwendolyn T. Hill

Print Name of Bidder's Representative: Gwendolyn T. Hill

Title: Facility Manager Date: 8-28-00

Telephone: 800-334-5953 Fax: 336-361-6130

BID NO. 00-03
 (Use this number on envelopes and
 all related correspondence.)

“REVISED BID FORM”
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The Ecoflo, Inc. submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for packaging, transportation, recycling and disposal of household hazardous materials collected in a one-day event.

Item #	Estimated Qty.	Unit	Description	Final Destination/ Company	Rate per Unit	Extended Amount
1	150	LB	Greases, waxes, cleaners	Fuels / Ecoflo	0.75/lb.	112.50
2	275	LB	Acids	Recycle / Stablax	1.00/lb.	275.00
3	80	LB	Caustics	Recycle / Stablax	1.00/lb.	80.00
4	200	LB	Cleaners, pool chemicals	Incineration/ WTI	1.00/lb.	200.00
5	16,000	LB	Paints (oil base and some latex), thinners	Fuels / Ecoflo or EnviroSafe	0.65/lb.	10,400.00
6	750	LB	Gasoline, oils (used oil, County will divert)	Fuels / Ecoflo	0.25/lb.	187.50
7	1,600	LB	Insecticides, herbicides	Incineration/ WTI	1.00/lb.	1,600.00
8	80	LB	Alkaline batteries	Landfill / ChemWaste	1.50/lb.	120.00
9	100	LB	NiCd batteries	Recycle / Global	1.35/lb.	135.00
10	50	LB	Mercury batteries	Recycle / Global	1.50/lb.	75.00
11	400	LB	Flammable aerosols	Fuels / Ecoflo	0.50/lb.	200.00
12	100	ft	Fluorescent lights	Recycle / Global	0.15/lb.	15.00
13	500	LB	Asbestos	Landfill / ChemWaste	0.30/lb.	150.00
14	25	LB	Road flares	Incineration/ WTI	1.00/lb.	25.00
15	100	LB	Fire extinguisher	Recycle / Ecoflo	1.00/lb.	100.00
16	1	LB	Mercury debris	Recycle / Bethlehem Apparatus	10.00/lb.	10.00
17	10	ea.	Propane cylinders small camp stove size	Incineration/ Ensco	5.00/lb.	50.00

18	10	ea.	Propane cylinders grill size	Recycle / Suburban	30.00/lb.	300.00
19	1	event	Mobilization		2900.00	2900.00
20		40 ft trl	Transportation		1500.00	1500.00
21	10	Hour/man	Project manager	1	55	550.00
22	8	Hour/man	Chemist on site	2	40	640.00
23	8	Hour/man	Labor	3	25	600.00
24	8		Other Health & Safety	1	40	300.00
			Grand Total			20545.00

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Additional Number

Date

No. 1

8/8/00

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO:

Bidding Organization: **Ecoflo, Inc.**

Mailing Address: **2750 Patterson Street, Greensboro, NC 27407**

Signature of Bidder's Representative:



Print Name of Bidder's Representative:

Ann R. Rudd

Title: Business Development

Date: 8/25/00

Telephone: 336-855-7925

Fax: 336-855-4139

TO: Opal Green
From: Jon Caime
Date: August 29, 2000
RE: September 5, 2000 Council Meeting Proposed Agenda Item #3

Presentation of force main evaluation for the Newry Sewer project. Mr. Jon Caime and Goldie and Associates

August 24, 2000

Jon Caime
Oconee County Engineering
415 S. Pine Street
Walhalla, SC 29691

GOLDIE
&
ASSOCIATES

*engineering, environmental
and laboratory services*

Re: Newry Forcemain Evaluation
Goldie & Associates Project #22.24

Dear Mr. Caime,

As requested we have re-evaluated the proposed route for the sewer forcemain for the village of Newry. We evaluated the three routes to transport the sewer from Newry to an existing sewer system. The routes were compared based on five major criteria (capital expense, minimizing disturbance to the community, minimizing the affect of additional flow on the downstream pump stations, the understanding reached by the associated parties in the intergovernmental agreement, and maximizing the accessibility of the system to the community). The three routes were as follows:

- Pump the wastewater from Newry to a gravity sewer along Highway 130 down to Pump Station # 2 in the City of Seneca.
- Pump the wastewater from Newry to an existing gravity sewer on the other side of Cherokee Gardens Subdivision.
- Pump the wastewater from Newry to a gravity sewer down Old Clemson Highway to the ISS Pump Station. This was the route selected for the PER.

Attached please find a report outlining the proposed routes, the advantages and disadvantages of using the routes, and the associated cost estimates for each of the routes.

If you have any further questions or need additional information, please let us know.

Sincerely,

Goldie & Associates



Alan Pope,
Project Manager

Cc: Dewitt Martin, Seneca Light & Water
Bob Winchester, Oconee County Sewer Commission

Encl.: As stated

C:\Mydocuments\Newry\22.24 Route Evaluation

Village of Newry
Forcemain Evaluation

August 2000

Prepared for Oconee County

415 S. Pine Street
Walhalla, SC 29691
(864) 638-4141

prepared by

Goldie & Associates
210-A West North Second Street
Seneca, SC 29678
(864) 882-8194
fax (864) 882-0851

Goldie & Associates Project #22.24.3.1

Introduction

Goldie & Associates completed a Preliminary Engineering Report (PER) for Oconee County in October 1998 for upgrading the water and sewer system in the village of Newry. As a part of the PER, Goldie & Associates evaluated a variety of routes to transport the sewer out of Newry and into an existing wastewater system. Of the routes evaluated, we selected the most cost-effective route that had the most benefit to the community.

Oconee County has recently retained the services of Goldie & Associates to design the proposed system. Part of our scope is to evaluate three routes before we proceed with the design of the system. On July 27, 2000, representative from our office, the City of Seneca, the Oconee County Sewer Commission, and Oconee County met to determine which routes to evaluate. The following routes were selected:

- Route A: Pump the wastewater from Newry to a gravity sewer along Highway 130 down to Pump Station # 2 into the City of Seneca.
- Route B: Pump the wastewater from Newry to a gravity sewer down Old Clemson Highway to the ISS Pump Station. This was the route selected for the PER.
- Route C: Pump the wastewater from Newry to an existing gravity sewer on the other side of Cherokee Gardens Subdivision.

These routes have been evaluated based on five major criteria (capital expense, minimizing disturbance to the community, minimizing the affect of additional flow on the downstream pump stations, the understanding reached by the associated parties in the intergovernmental agreement, and maximizing the accessibility of the system to the community). The following is a summary of the routes outlining their major advantages and disadvantages using the above mentioned criteria.

Route A
Route along Hwy 130

Advantages:

- Flow is only pumped three times which will result in less operation and maintenance costs (P.S. #2, P.S. #5, Perkins Creek).
- Opens up development along Highway 130
- Most closely matches the understandings reached in the intergovernmental agreement

Disadvantages:

- Construction Cost is higher than Route B and Route C (see cost estimates)

Route B
Route Along Old Clemson Highway

Advantages:

- PER cost estimate was based on this route.
- Gravity Line will open up development along Old Clemson Hwy.

Disadvantages:

- Sewage will be pumped five times (ISS, Seneca Creek, Matins Creek, Speeds Creek, Perkins Creek) which results in higher maintenance costs.
- Martins Creek Lift Station and the gravity line in Owensville is having flow problems. The flow from Newry will add to these problem areas

Route C
Route through Cherokee Gardens

Advantages:

- Flow is pumped one less time than Route B

Disadvantages:

- Route flows through residential area (construction disruptive to community)
- Private Easements will need to be obtained
- The route will bore a Railroad R/W (This involves yearly fees)
- Martins Creek Lift Station and gravity line in Owensville is having flow problems
- Will not provide sewer in a potential commercial area along Old Clemson Hwy.

Costs Estimates

The following are cost estimates for the three routes. The cost comparisons only include the cost from the lift station to the tie in manhole. The costs associated with the upgrades in the village of Newry remain constant and are not figured into this report.

The costs for Route A were estimated by running a forcemain from Newry to a point along Hwy 130 near Oconee Presbyterian Church and then running gravity sewer down Hwy 123 to Pump Station #2. The Cost for Route A *may* be reduced by utilizing an existing forcemain along Hwy 123. If this forcemain can be used, manholes will need to be added to the line to covert the forcemain to a gravity sewerline. For the purpose of this report, it was assumed that this would *not* be an option and that an entirely new gravity line would be installed. In order for this forcemain to be utilized, it will be necessary to map the pipe with inline TV cameras, and excavate the pipe in various areas to locate potential manhole locations. Also it would be necessary to bore Highway 123 at least once, possibly twice. The additional engineering fees included assumes that Seneca Light & Water will have crews available to dig up and locate the line and that they will allow us to use their cameras.

Route B is the original route and the price estimate provided in the PER has not been altered.

Route C costs are almost identical to the costs associated with Route B. Other costs that were not considered in this cost estimate are yearly fees that Norfolk Southern will charge to cross their right-of-way. There are also more unknowns associated with this route. It was assumed that the right-of-way easements would be \$1.00 per foot. If the residents in the subdivision chose to fight the sewer, then the legal fees could be much higher than what we estimated. There could also be signification delays in construction.

Conclusion & Recommendations

On August 23, 2000 representative from our office, the City of Seneca, the Oconee County Sewer Commission, and Oconee County met to discuss the content of this report. It was the general consensus that Route A would be the most desirable route.

Route B and C appear to be less expensive, however, concerns have been raised that letters of acceptance for these routes may not be issued without additional funding to correct the existing problems with Martin's Creek Lift Station and the Owensville gravity sewerline. The capital costs to correct these problems would be in the neighborhood of \$1.2 million dollars. Concerns have also been raised as to how the operation and maintenance will be assessed. Route B will require the sewer to be pumped five times before it reaches the treatment plant. This will result in higher operation and maintenance cost on the OCSC system. It is our understanding from the intergovernmental agreement that the County will cover these additional costs.

In light of these new conditions, the most logical choice would be Route A. It is important to note, however, that this route could potentially cost approximately \$285,000 more than was allocated for in the Preliminary Engineering Report. As we have discussed earlier in the report, this increase could be significantly lowered if it is possible to convert an existing forcemain along Hwy 123 to a gravity sewer line. It is impossible at this time to determine whether this is feasible until we proceed with the design. It is important to note that all the quantities provided for in this report are preliminary estimates.

We therefore recommend the following. First we recommend that the county proceed with the design of the entire system. This means that we will deviate from the original Preliminary Engineering Report and proceed with a design for Route A. We will evaluate the possibility of using the existing forcemain in order to reduce the potential for increased construction costs. Second, we recommend that a cost estimate be performed after the design is complete. At this time we will have a better idea of the quantities of items needed to complete the project and how complex the project will be to construct. Finally, we recommend that the County proceed with exploring further funding that *may* be necessary to complete the project.

Route A

Route along Hwy 130

Sewer Lift Station and Forcemain:

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1. Lift Station	LS	1	\$128,000.00	\$128,000.00
2. 4" Class 50 DIP Forcemain	LF	15000	\$10.00	\$150,000.00
3. Emergency Generator	LS	1	\$60,000.00	\$60,000.00
4. Concrete Thrust Blocking	CY	35	\$100.00	\$3,500.00
5. Manholes	EA	30	\$1,500.00	\$45,000.00
6. 8" PVC Gravity Sewer	LF	5000	\$40.00	\$200,000.00
7. Air Release Valves	EA	2	\$500.00	\$1,000.00
8. Jack & Bore Rd. 1 (forcemain)	LF	40	\$85.00	\$3,400.00
9. Jack & Bore Rd. 2 (forcemain)	LF	40	\$85.00	\$3,400.00
10. Jack & Bore Rd. 3 (gravity)	LF	40	\$100.00	\$4,000.00
11. Jack & Bore Rd. 4 (gravity)	LF	40	\$100.00	\$4,000.00
12. Jack & Bore Hwy 123 (twice)	LF	300	\$100.00	\$30,000.00
13. Cut & Patch Road and Driveways	LS	1	\$10,000.00	\$10,000.00
14. Clearing & Grubbing	AC	1.6	\$2,000.00	\$3,200.00
15. Silt Fencing & Grassing	LF	20000	\$2.00	\$40,000.00
16. Rock excavation	CY	10	\$100.00	\$1,000.00
17. Additional Surveying and Engineering	LS	1	\$7,500.00	\$7,500.00
			Subtotal:	\$686,500.00

Route B

Route Along Old Clemson Highway

Sewer Lift Station and Forcemain:

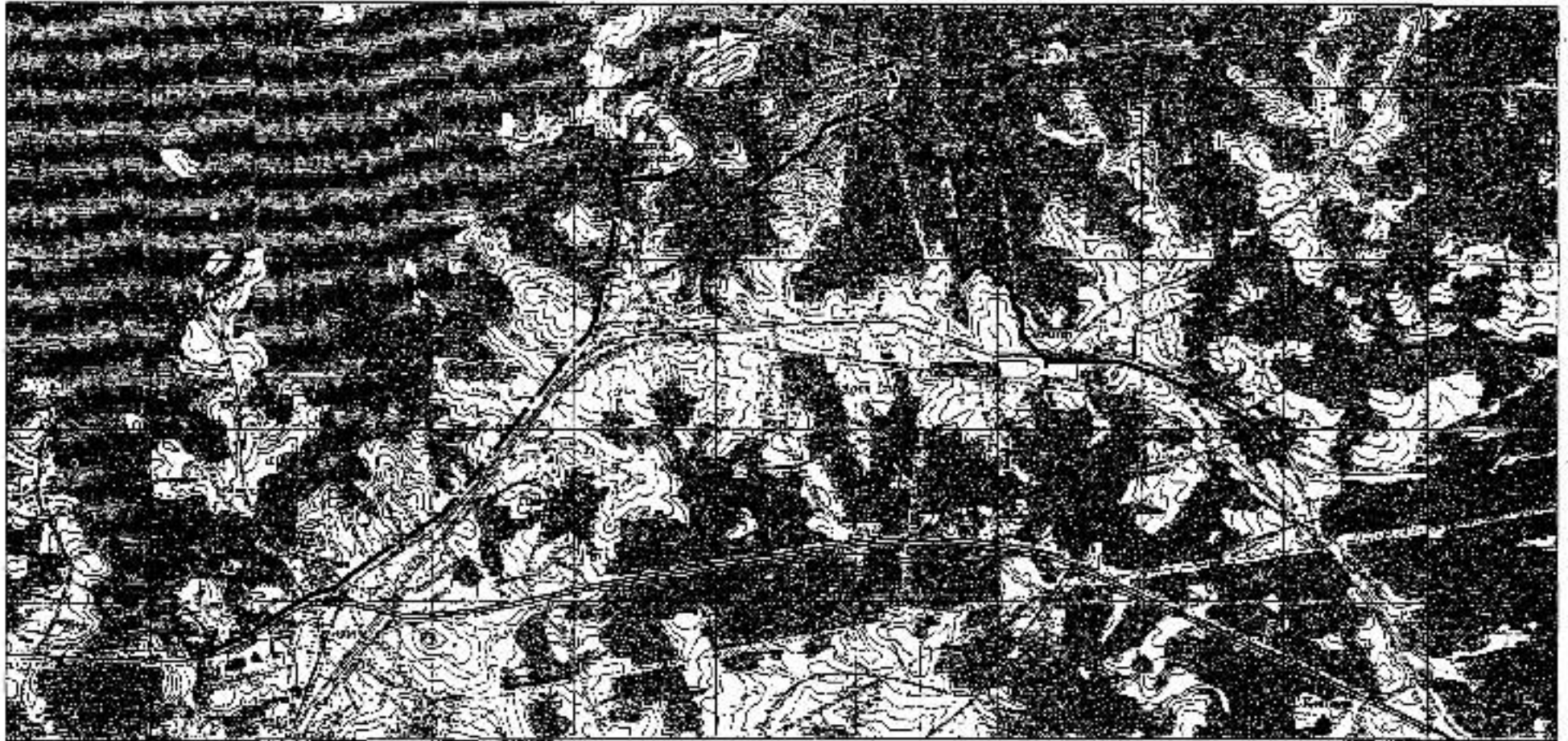
DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1. Lift Station	LS	1	\$128,000.00	\$128,000.00
2. 4" Class 50 DIP Forcemain	LF	6200	\$10.00	\$62,000.00
3. Emergency Generator	LS	1	\$60,000.00	\$60,000.00
4. Concrete Thrust Blocking	CY	25	\$100.00	\$2,500.00
5. Manholes	EA	17	\$1,500.00	\$25,500.00
6. 8" PVC Gravity Sewer	LF	4500	\$20.00	\$90,000.00
7. Air Release Valves	EA	2	\$500.00	\$1,000.00
8. Jack & Bore Old Clemson Hwy.	LF	40	\$85.00	\$3,400.00
9. Jack & Bore U-Store-It Rd.	LF	60	\$100.00	\$6,000.00
10. Clearing & Grubbing	AC	1.3	\$2,000.00	\$2,600.00
11. Silt Fencing & Grassing	LF	10000	\$2.00	\$20,000.00
12. Rock excavation	CY	10	\$100.00	\$1,000.00
			Subtotal:	\$402,000.00

Route C

Route through Cherokee Gardens

Sewer Lift Station and Forcemain:

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1. Lift Station	LS	1	\$128,000.00	\$128,000.00
2. 4" Class 50 DIP Forcemain	LF	7200	\$10.00	\$72,000.00
3. Emergency Generator	LS	1	\$60,000.00	\$60,000.00
4. Concrete Thrust Blocking	CY	27	\$100.00	\$2,700.00
5. Manholes	EA	15	\$1,500.00	\$22,500.00
6. 8" PVC Gravity Sewer	LF	2200	\$20.00	\$44,000.00
7. Air Release Valves	EA	2	\$500.00	\$1,000.00
8. Jack & Bore Rd 1.	LF	40	\$85.00	\$3,400.00
9. Jack & Bore Rd.2	LF	40	\$85.00	\$3,400.00
10. Jack & Bore Railroad	LF	150	\$100.00	\$15,000.00
11. Creek Crossing With Piers	LS	1	\$5,000.00	\$5,000.00
12. Easements	LF	3200	\$1.00	\$3,200.00
13. Clearing & Grubbing	AC	2.3	\$2,000.00	\$4,600.00
14. Silt Fencing & Grassing	LF	10000	\$2.00	\$20,000.00
15. Legal Fees	LS	1	\$10,000.00	\$10,000.00
16. Rock excavation	CY	10	\$100.00	\$1,000.00
			Subtotal:	\$395,800.00



ROUTE "A" - - - - -
ROUTE "B" ————
ROUTE "C"

NEWRY FORCEMAIN EVALUATION
GOLDIE & ASSOCIATES PROJECT #22.24.3
DATE: 8/15/00



SCALE: 1" = 200'
SOURCE: USGS SENeca
QUADRANGLE

TO: Opal Green
From: Jon Caime
Date: August 29, 2000
RE: September 5, 2000 Council Meeting Proposed Agenda Item #2

Discussion on \$250,000(+) USFS watershed protection grant to applied towards the Rocky Gap Road reconstruction project in the Whetstone sub-basin of the Chattooga River Watershed. Mr. Jon Caime & Mr. Mike Crane (District Ranger USFS-Sumter National Forest)

Exhibit "A"



United States
Department of
Agriculture

Forest
Service

Andrew Pickens
Ranger District

112 Andrew Pickens Circle
Mountain Rest, SC 29664
(864) 638-9568

File Code: 1900

Date: August 30, 2000

Oconee County Council
Oconee County, South Carolina

Dear Council Members,

I am asking your help to improve water quality in the Whetstone Creek Drainage of Oconee County.

The Whetstone Creek Drainage is in the west-central portion of the County known by several local landmarks including the "four-way stop", and the Whetstone "horse camp". The Whetstone Creek Drainage is also within the larger Chattooga River watershed that includes three states (i.e., South Carolina, Georgia, and North Carolina). The Chattooga River watershed has been selected recently by the Chief of the Forest Service as one of twelve large watersheds nationwide to receive monies "off-the-top" for the next 3-5 years. The emphasis of these dollars will be to restore and improve water quality.

The Whetstone Creek Drainage has some major problems, some on National Forest lands, some on private lands. Of the other sub-watersheds of the Chattooga River in South Carolina, the Whetstone Creek Drainage is in the worst shape of all. It is an impaired system as designated by the state and it is the highest single-source contributor of sediment to the Chattooga River on the South Carolina side. Sediment is the most destructive element to water quality values, particularly for fish and other aquatic life.

The sources of this sediment can be traced to several factors including the numerous gravel roads, intensive agricultural uses, poorly-located or constructed stream crossings, livestock in the creeks, and the absence of filter strips along riparian areas. But the single most significant source of sediment in the Whetstone Creek drainage is gravel roads. The constant use and maintenance of these gravel roads combined with the erosion of cut and fill banks ensures a constant source of sediment into Whetstone Creek, it's tributaries, and ultimately the Chattooga River.

In response to the Chief's initiative, I am currently working on plans to pave the Burrell's Ford road to the river; to reconstruct portions of the Big Bend road including relocation of several bad spots; to do extensive work on the Fall Creek road (also within the Whetstone Creek drainage); to provide more road maintenance within the watershed; to improve maintenance on hiking and horse trails that access the river; and several other projects – and that's just this year.

Several weeks ago I met with representatives of the Natural Resources Conservation Service (NRCS), the South Carolina Department of Natural Resources, the Foothills Resources Conservation and Development Chapter, Blue Ridge Electric, and Hoyt Orr to discuss how we could work together to improve water qualities within the Chattooga River watershed. We agreed that the best thing to do would be to focus our attention on the Whetstone Creek drainage.



The Forest Service and NRCS have the capability to join federal dollars with local dollars and in-kind services to resolve water quality issues on private lands – and that's where I need your help.

I asked Hoyt Orr if there were some significant county road improvement needs within the Whetstone Creek drainage. Pretty quickly, he mentioned the Rocky Gap Road. The Rocky Gap Road begins on the Whetstone Road and connects with the Chattooga Ridge Road about 2.3 miles later. It crosses Whetstone Creek about midway down its length. It's a gravel road and requires 5-6 cycles of maintenance plus the addition of gravel every year. It has some significant drainage problems. With some work, we can turn this high-maintenance, problem road into a low-maintenance, problem-solving road. We can pave it.

The Rocky Gap Road is a county road entirely on private property - no National Forest whatsoever. But due to the clear public benefits that would result from this work, the Forest Supervisor in Columbia has agreed to make \$350,000 available to the County to pay for the paving of the Rocky Gap Road. This would be done through a Challenge-Cost Share Agreement authority on a reimbursement basis. These monies would be available for reimbursement immediately once the agreement is signed through September 30, 2001.

My staff and I met briefly with the County Supervisor and some of his road staff and we believe that by working together, we can make this happen. It is our hope that this work, along with other work we'll be doing on National Forest lands and on other private lands within the Whetstone Creek drainage, will serve as an example of what we can do as partners together in the years to come to improve water quality values throughout the Chattooga River watershed and all of Oconee County.

Please consider this opportunity and let me know your decision by September 15, 2000. If we do not act quickly, the monies will likely be allocated to another Ranger District in the State. I will be happy to meet with the Council at your convenience to answer any questions you may have.

Most Respectfully Yours,

Michael B. Crane

MICHAEL B. CRANE
District Ranger

Exhibit "B"

Jon Çaime - engineer

From: Mike Crane/R8/USDAFS [mcrane@fs.fed.us]
Sent: Friday, August 25, 2000 5:00 PM
To: ocengineer@oconeesc.com; Mike Crane/R8/USDAFS; Edgar Hedgecock/R8/USDAFS
Subject: Rocky Gap Road CCS Agreement - Draft



draft_rocky_gap_ccs.d
oc

Jon.

Here is a draft for your review.

YOU'll probably need to spend most of your time developing the appendices showing costs and contributions/in-kind services.

Your attorney will prob be most concerned about the "boilerplate" language rather than the specifics that aren't quite final yet (like names, addresses, and final dollars.)

I'm trying to make more Forest Service funding available for the project, and Ed Hedgecock is aware of this.

let me know if you have problems or questions.

just send me an email as i'm checkin it daily.

thanks!!

Mike

(See attached file: draft_rocky_gap_ccs.doc)

Mike Crane, District Ranger
Andrew Pickens Ranger District
Sumter National Forest, South Carolina
(864) 638-9568

**Challenge Cost-Share Agreement
Between
USDA Forest Service, Sumter National Forest, Andrew Pickens Ranger District
And
Oconee County, South Carolina**

THIS CHALLENGE COST-SHARE AGREEMENT is hereby made and entered into by and between Oconee County, South Carolina hereinafter referred to as the Cooperator (COOP) and the U.S. Department of Agriculture Forest Service, Sumter National Forest, Andrew Pickens Ranger District, hereinafter referred to as the Forest Service (FS), under the provisions of the Interior and Related Agencies Appropriation Act, Pub. L. 102-154.

I. INTRODUCTION

Whetstone Creek has been identified as a significant contributor of sediment to the Chattooga River in Oconee County. It has also been identified as an impaired stream by the State of South Carolina. What this means is that heavy loads of sediment and organic materials are entering the creek and severely impacting the quality of water for human use and watershed health. These conditions exist as a direct result of intensive agricultural uses such as grazing, row-crop production occurring over a large portion of the watershed and to the number of miles of gravel roads used by the public and maintained by the County and the Forest Service.

The Forest Service as an agency is concentrating financial resources in the support of watershed restoration, improved water quality, and road management within National Forests. The Chattooga Watershed has recently been selected as one of twelve watersheds nationwide that will receive monies "off the top" to implement projects that will significantly contribute to improve water quality objectives. Priority will be given to projects that bring partners and other sources of monies together to accomplish these goals in a cooperative relationship. The Whetstone Creek drainage is within the Chattooga River watershed.

The Forest Service and the Cooperator have established this agreement to help one another accomplish mutually beneficial objectives related to restoring water qualities within the Whetstone Creek drainage of the Chattooga River. This will be accomplished through the reconstruction and paving of the Rocky Gap Road and other roads or portions of roads within the Whetstone Creek in Oconee County, South Carolina.

II. MUTUAL AND PUBLIC BENEFITS

Heavily used and maintained gravel roads are the number one contributor of sediment in the Whetstone Creek drainage and in the Chattooga River watershed. Road paving has

been proven to greatly reduce the amount of sediment entering streams from roads. This reduction begins immediately once paving is done and continually through time by eliminating the need for repeated grading and the addition of gravel associated with the maintenance of gravel roads. For example, Rocky Gap road is typically graded five or six times per year with the addition of about xx tons of gravel. Paving will eliminate the need for this cycle of disturbance and allow scarce road maintenance dollars to be used elsewhere. The Cooperator and the Forest Service are both interested in improving water qualities within the Whetstone Creek drainage and, ultimately, the Chattooga River. This project will allow for these objectives to be met in a manner mutually beneficial to both.

The paving of the Rocky Gap road will significantly reduce sediment loading in Whetstone Creek. The public will benefit from this project through direct improvements in water quality and watershed health, through the benefits of a safer, more desirable driving surface, and through the increased availability of road maintenance dollars needed elsewhere.

III. THE FOREST SERVICE SHALL:

1. Reimburse the Cooperator for the Forest Service's proportionate share (xx%) of actual and direct expenses incurred for the contractual installation of an asphalt surface on the Rocky Gap road not to exceed \$250,000 as shown in the incorporated Financial Plan. The Cooperator is approved to submit a lump-sum billing. The Forest Service will make payment for its share of project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice (not just the Forest Service share of actual expenditures), displayed by separate cost elements as documented in the Financial Plan, less any other Federal and non-Federal cash contributions and previous Forest Service payments. The invoice should be forwarded as follows:

Send the original to:

xxx
USDA, Forest Service
Francis Marion and Sumter NFS
4931 Broad River Road
Columbia, SC 29210-4021
864-638-4013

Send a copy to:

District Ranger
USDA, Forest Service
Andrew Pickens Ranger District
112 Andrew Pickens Circle
Mountain Rest, SC 29664
864-638-9568

IV. THE COOPERATOR SHALL:

1. Fund xx% of the contract to install an asphalt surface to the Rocky Gap road up to and including \$ xx,000.
2. Retain any right-of-ways or easements required.
3. Solicit and consider design recommendations provided by Forest Service specialists including engineers, hydrologists, archeologists, and soil scientists.
4. Design, prepare, initiate, advertise, award, and administer all contracts involved in the direct installation of the bottom-water release/siphon system.
5. Complete any road work needed prior to the contract paving of the Rocky Gap road.
6. Provide acknowledgment of the Forest Service and the Chattooga River Watershed Restoration Project as a Sponsor of the project in all public announcements and press or media releases.
7. Give the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this agreement.
8. Bill the Forest Service for their prorated share of actual costs incurred to date, less any previous Forest Service payment(s) made on this agreement to the date of the invoice.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE FOREST SERVICE AND COOPERATOR

1. The total contract price may not exceed \$xxx,000.
2. The Cooperator will have full oversight authority for all work performed on Rocky Gap Road and adjoining private properties.
3. The Forest Service will be involved in the planning and decision making for the project whenever the outcomes will likely have indirect impacts to National Forest lands or resources
4. Both parties will arrange for a continuing consultation to discuss the conditions covered by this agreement and agree to actions necessary to implement and further the stated goals of the project.
5. Pursuant to 31 U.S.C. 3716 and 7 CFR Part 3, Subpart B, any monies that are payable or may become payable from the United States under this agreement to

any person or legal entity may be subject to administrative offset for the collection of a delinquent debt the person or legal entity owes to the United States. Information on the person's or legal entity's responsibility for a commercial debt or delinquent consumer debt owed the United States shall be disclosed to consumer or commercial credit reporting agencies.

6. Pursuant to 31 U.S.C. 3717 and 7 CFR Part 3, Subpart B, an interest charge shall be assessed on any payment due the Government not made by the payment due date. Interest shall be assessed using the most current rate prescribed by the United States Department of the Treasury Fiscal Requirements Manual (TFRM-6-8020.20). Interest shall accrue from the date the payment was due. In addition, in the event the account becomes delinquent, administrative costs will be assessed. A penalty of 6 percent per year shall be assessed on any payment overdue in excess of 90 days from the payment due date. Payments will be credited on the date received by the designated collection officer or deposit location. If the due date(s) for any of the above payments, fees, or calculation statements falls on a non-workday, the charges shall not apply until the close of business of the next workday.
7. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
8. Either party(s), in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration. Neither party(s) shall incur any new obligations for the terminated portion of the agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
9. The Cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, executive orders, regulations and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
10. This agreement in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
11. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this agreement, or any benefits that may arise there from.

12. Nothing herein shall be considered as obligating the Forest Service to expend or as involving the United States in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this agreement and modifications thereto.
13. This agreement is executed as of the last date shown below and expires on September 30, 2001, at which time it will be subject to review, renewal, or expiration.
14. The Cooperator has the legal authority to enter into this agreement, and the institutional, managerial, and financial capability (including funds sufficient to pay non-Federal share of project costs) to ensure proper planning, management, and completion of the project.
15. Funding in the amount of \$xxx,000 is currently obligated for performance of this agreement through September 30, 2001. The Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this agreement beyond September 30, 2001, until funds are made available to the Forest Service for performance and until it receives notice of availability. Contingent upon Forest Service approval of continuance of work, a written modification to the agreement shall be issued to include funding for the subsequent performance period as described in the approved operating or financial plan, or budget.
16. The Forest Service, by written modification to the agreement, may extend the term for subsequent performance periods not to exceed a total duration of 5 years from the execution date of the agreement, including the subsequent performance periods.
17. Any Cooperator contributions made under this agreement do not by direct reference, or implication convey Forest Service endorsement of the Cooperator's perspective or activities.
18. Federal funding under this agreement is not available for reimbursement of purchase of equipment by the Cooperator.
19. Pursuant to the Debt Collection Improvement Act of 1996 (PL 104-134), each entity doing business with a Federal agency must furnish to that agency their taxpayer identification number. The use of the number by the Federal government will be for the purpose(s) of collecting and reporting on any delinquent amounts owed to the Federal government.
20. The principal contacts for this agreement are:

Mike Crane, District Ranger
USDA, Forest Service
112 Andrew Pickens Cir.
Mountain Rest, SC 29664
864-638-9568

Jon Camie, Engineer
xxx
xxx
Walhalla, SC 29691
864-xxx

IN WITNESS WHEREOF, the parties hereto have executed the agreement as of the last date written below.

USDA Forest Service, FMS National Forest

Oconee County

BY: _____
JEROME THOMAS
Forest Supervisor

BY: _____
HARRISON ORR
County Supervisor

DATE: _____

DATE: _____

The authorities and format of this agreement have been reviewed and approved for signature by:

Agreements Coordinator

Date

Job Code: _____

Taxpayer ID: 58-2433346

Attachment A

FINANCIAL PLAN

ROCKY GAP ROAD RECONSTRUCTION AND PAVING PROJECT

FOREST SERVICE CONTRIBUTION

	FS IN-KIND CONTRIBUTION	FUNDING TO COOPERATOR*	TOTAL
DIRECT COST:			
LABOR	\$	\$	\$
TRAVEL	\$	\$	\$
SUPPLIES	\$	\$	\$
EQUIPMENT USE	\$	\$	\$
OTHER (Contract)	\$	\$ xxx,xxx	\$ xxx,xxx
TOTAL DIRECT COST	\$	\$ xxx,xxx	\$ xxx,xxx
ADD: INDIRECT COST	\$	\$	\$
TOTAL FOREST SERVICE CONTRIBUTION-----	\$	\$ xxx,xxx	\$ xxx,xxx

*NOTE: The Forest Service will not reimburse for overhead costs incurred by the Cooperator.

COOPERATOR CONTRIBUTION

	COOP IN-KIND CONTRIBUTION	FUNDING TO FOREST SERVICE	TOTAL
DIRECT COST:			
LABOR	\$	\$	\$
TRAVEL	\$	\$	\$
SUPPLIES	\$	\$	\$
EQUIPMENT USE	\$	\$	\$
OTHER (Contract)	\$ XXX,XXX	\$	\$ XXX,XXX
 TOTAL DIRECT COST	 \$ XXX,XXX	 \$	 \$ XXX,XXX
ADD: INDIRECT COST	\$	\$	\$
ADD*:	\$	\$	\$

*Value of contributions where the Cooperator incurs no cost (i.e., voluntary labor).
May be used only to satisfy matching requirement - not reimbursable.

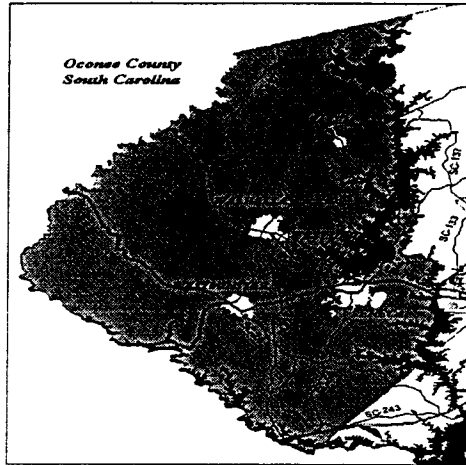
TOTAL COOPERATOR CONTRIBUTION-----	\$ XXX,XXX	\$	\$ XXX,XXX
---------------------------------------	------------	----	------------

TOTAL PROJECT COST----	\$ XXX,XXX	\$ XXX,XXX	\$ XXX,XXX
------------------------	------------	------------	------------

Cooperator Share	=	XX % of Project Value
Total FS Share	=	XX % of Project Value

Exhibit "C"

Oconee County Engineering "Designing a Better Tomorrow"



Mike Crane
District Ranger
USDA Forest Service
112 Andrew Pickens Circle
Mountain Rest, SC 29664

July 28, 2000

Dear Mike:

Enclosed is a Contractor proposal for performing the Construction work as proposed by Oconee County several weeks ago. As you can see this cost is 3 times the amount of the grant.

As stated in my last correspondence, Oconee County cannot afford the \$473,235 needed to contract this work (with the grant assuming the balance). However, as I stated in my last correspondence, I believe if Oconee County Roads department were able to perform several tasks associated with this project, we may be able to complete this project with the \$250,000 grant.

The only caveat is that our Roads Department would need at least 12 months of construction time to complete this work. This is assuming other unanticipated issues do not arise in that twelve month period. Such unanticipated issues include abnormal storms or other disasters that would obviously have a higher priority.

In addition, this department is often drawn upon by the County Council to perform site work on infrastructure projects. The construction of a new Courthouse may draw these resources from this project and create additional delays on this project.

However, I believe Oconee County would desire to see the Rocky Gap watershed pilot project become a success. If using the Oconee County roads department and the potential implementation period is a suitable proposal please let us know.

Jon Caime
Oconee County Engineering
Email: jcaime@carol.net

(864) 638-4223
Fax 638-4241

July 28, 2000

I am tentatively assuming the \$250,000 grant would be spent in the following manner:

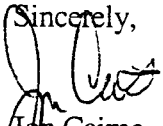
1. Setup and Paving \$150,000
2. Stone and material costs \$70,000
3. Equipment rental and miscellaneous \$30,000

This is assuming the design as presented in my last correspondence is not altered significantly in scope. I must point out that the County's in-kind contribution will amount to the balance of the cost (\$473,235 as presented in the enclosed proposal). This cost will be accounted for out of the Roads departments operating budget.

I must emphasize that we need to have a final decision by mid-August by the USFS if we are to meet a September 30 deadline. Again, in parallel I think we can work on the agreements needed. Of course this entire proposal will need County Council approval prior to implementation.

I look forward to our continued work with the USFS on this fine project.

Sincerely,



Jon Caime
Oconee County

Cc: Harrison Orr- Oconee County Supervisor
Hoyt Orr- Oconee County Roads
Frank Nicholson- Oconee County ROW
Melissa Brown-Oconee County Grants Coordinator
Heather Stephens-NRCS

H. R. Garrett, Inc.

P.O. Box 606
GRAY COURT, SOUTH CAROLINA 29645
WBE Certified, Owned and Operated

(864) 876-2262 (864) 876-9801
FAX (864) 876-9598

QUOTATION

1263

PLEASE INDICATE THE ABOVE NUMBER WHEN ORDERING

TO

Oconee County Purchasing
415 S. Pine Street
Walhalla, SC

QUOTATION DATE 7/27/00	SALESPERSON
INQUIRY DATE	INQUIRY NUMBER

ESTIMATED SHIPPING DATE	SHIPPED VIA	F.O.B.	TERMS	
QUANTITY	DESCRIPTION		PRICE	AMOUNT
LS	Construct ROCKY GAP ROAD TO Oconee County Specifications (Clear, Grade, Drain, Stone Base, Asphalt Paving, Seeding, Sediment Basins) We would ask for an additional 15 months time extension.		L.S.	\$723,235.00

PLEASE SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE CONDITIONS PRINTED ON REVERSE SIDE, AND IS VALID FOR _____ DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

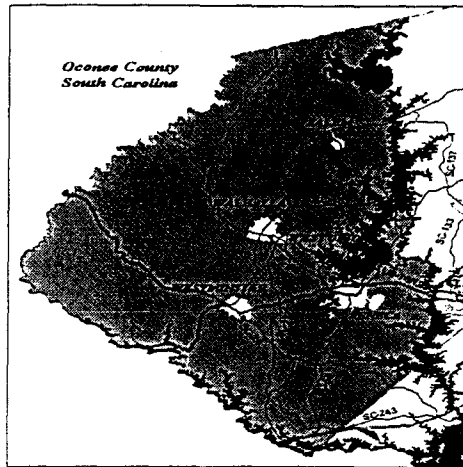
BY Naomi Garrett ACCEPTED _____ DATE _____

SIGN AND RETURN YELLOW ACCEPTANCE COPY WHEN ORDERING.

Thank You!

Exhibit "D"

Oconee County Engineering "Designing a Better Tomorrow"



Mike Crane
District Ranger
USDA Forest Service
112 Andrew Pickens Circle
Mountain Rest, SC 29664

July 17, 2000

Dear Mike:

Enclosed is the design for the Rocky Gap Road. I have visited the site with Bill Hanson of the USFS last week and received his input. His input has been incorporated into this design. It is important that we adhere to a schedule as outlined in my previous correspondence to you, so that we can meet your September 30 fiscal year deadline. In recap the Schedule is as follows:

1. Present proposed design to Forest Service-Mid July 2000
2. Acceptance of design by Forest Service-Mid August
3. Prepare project scope and partnership plan for presentation to County Council-Late August
4. Finalization of grant agreements-Mid September
5. Begin Construction-Fall 2000
6. Completion of project Spring 2000

As you can see we are now in phase 2 of this grant whereby I am awaiting a response by your agency. In parallel I think we can work on the agreements needed. It is important that the USFS understands how our agency works in regards to progression of this potential grant.

We will need to finalize the design so that I can prepare a budget. Once we have a budget, we can then get approval of County Council to enter into an agreement with the USFS. I will

July 19, 2000

need some time to prepare the budget associated with the approved design once I receive a response from the USFS on the enclosed design.

The enclosed narrative and sketches are the only design package I will be able to prepare. The enclosed "design" is based on standard County practices modified with an emphasis in reduction of sedimentation from the ditches and road system. Most of the practices the County uses and proposes are lower cost.


It is important that this project not be too costly in that Oconee County has limited resources to apply to this project. My preliminary estimates are that this project will cost Oconee County \$400,000 to construct. Oconee County will need the entire \$250,000 grant from the USFS to complete this project. Oconee County has no money budgeted to apply towards this project. In addition, Oconee County must pay for the rock allocated for this project because of the way our Rock Quarry is accounted for.

Therefore, the balance needed to complete this project will have to be obtained from Oconee County through work performed by the County's Roads department and budgeted within the Roads department's annual operating budget. The Roads department however is also very limited in resources.

The net result is that we must design a project that will meet the funding resources available. With the enclosed design, Oconee County will most likely be able to perform the needed work within our Roads Department to meet the needs of this project. If however the design is altered extensively, this project may not be able to move forward due to limited resources. This point is very important in the USFS review of this design.

Please forward this correspondence to Bill Hanson and others within your agency that may have input. I look forward to our continued work with the USFS on this fine project.

Sincerely,



Jon Caime
Oconee County

Cc: Harrison Orr- Oconee County Supervisor
Hoyt Orr- Oconee County Roads
Frank Nicholson- Oconee County ROW
Melissa Brown-Oconee County Grants Coordinator
Heather Stephens-NRCS

DESIGN FOR THE ROCKY GAP ROAD PROJECT

Introduction:

The enclosed design narrative has been prepared for a potential grant from the USFS to Oconee County. This proposed grant has the intent of improving water quality within the Chattooga River watershed. This work will apply towards the Whetstone Creek subbasin within the Chattooga River watershed. In fact this work will be applied for headwaters area of this subbasin.

It is envisioned that this grant project will work in parallel and be complimentary to anticipated water quality enhancement work that the NCRS is planning for this subbasin. It is the County's understanding that a 1995 assessment conducted by Clemson University entitled "Sedimentation in the Chattooga River Watershed" identified that approximately 80% of the sedimentation loading to the waters in this watershed were associated with roads activities. It is further understood that the Rocky Gap Road, owned and maintained by Oconee County, was identified as the leading contributor on private lands.

With these facts in mind, Oconee County desires to improve this road through a cooperative agreement (Challenge Cost-Share Agreement) with the USFS. The enclosed design is based on an anticipated USFS grant allocation of \$250,000 in combination with work performed by Oconee County's Roads department (through funds allocated within that department's annual operation budget).

Road Design Parameters:

The pipe sizing is based on the enclosed assessment by Gene Dobbins of NCRS and a 50 year storm event. In order to have portions of this project completed by Oconee County roads department, these crossings will have to be pipes.

This design uses the ROW (right of way) obtained to date by Oconee County. Where ROW does not exist, the removal of water from the road, or the actual location of the reconstructed road, has been modified to fit within the obtained ROW.

The enclosed design uses a typical road cross section (attached). This cross section will be modified to fit within the ROW and topographical limitations existing.

In general the design considers:

1. Paving the road surface thereby reducing sediment loadings from the road surface
2. Sloping the side banks so that the sidebanks can receive and grow stabilizing vegetation thereby reducing erosion from the sidebanks of this road
3. Placement of stabilization vegetation on all disturbed areas not stabilized via stone or roadway
4. Elimination of a ford
5. Relocation, widening and other safety concerns of the road to accommodate increased speeds and other safety considerations

6. Stabilization of ditches with rock reducing ditch erosion
7. Placement of check dams in ditches and ditch outfalls where possible to reduce water runoff velocity and trap sediments
8. Increasing the number and location of ditch water outfalls (exits) thereby reducing the erosive power of increased water flows through the ditches and taking advantage of natural sediment filtration systems of wooded areas.

Road Design:

NOTE: The design is in feet from the Chattooga Ridge end of the road.

- 0-150 ft.- Raise entrance for level entrance onto Chattooga Ridge road.
- 800 ft.- Turn water to left, widen road to left, remove few pine trees between power line and road
- 1050-remove some of the curve to right
- 1250-drain water to the right
- 1490-replace pipe, drain water to right, place rip rap check dam at outfall
- 1565-relocate pole #88194- straighten curve to right
- 1825-move road to left to straighten curve replace some of the barb wire fence relocated (250 feet), superelevate road to right
- 2030-drain water to right, replace pipe, widen road to right to stay away from fence
- 2225-begin lowering of crest in road, slope banks on right side of road
- 2525- remove some of the crest in road at top of hill here (galloway road, CH-40), pave up Galloway road 50 feet (eliminates stop and start erosion), place pipe to intercept Galloway ditched water and drain water to right (forward on Rocky Gap road). Place removed soil at entrance to Rocky Gap road.
- 2675-feather removed crest back into existing road surface
- 2625-3000- 3:1 slope side banks on right side of road, widen road to right
- 2744-drain water to left, pipe both ditches to drain to left
- 2790-relocate guide pole
- 3010-replace pipe with 24 pipe, elevate road to meet pipe outfall requirements, drain water to left "Queens Drive"
- 3122-relocate pole on right
- 3122-3680- slope bank on right straighten road and widen road to right.
- 3250-slope bank on left if ROW is obtained, relocate pole #88206
- 3680- slope bank on left if ROW is obtained
- 3700-drain water to right if possible
- 3850-remove curve on right, slope banks on right
- 4035-build a rip rap outfall basin for water on left and right
- 4090- build a rip rap outfall basin for water on left
- 4250-superelevate road to right to remove curve on right, move road to right to crest of hill to align road with downhill section of road.
- 4414-guy wire on pole 8813 removed
- 4414-4775-widen road to right, slope bank on right, rip rap placed in ditches. placement of periodic check dams, no work on left bank
- 4700-remove pole on left

4775-4800-shift road to left at to relocate road away from flowing stream, rip stabilization on right side of road where flowing stream parallels road.

5021-relocate pole on left

5053-replace pipe to handle 740 cfs (possibly via an arch pipe with 6 foot height,50-60 feet in length). Road surface will be elevated over pipe with fill to meet minimum pipe cover requirements. "Whetstone Creek". Creation of stabilization basin to accept ditched water on downstream side. Creek Crossing road banks to be stabilized with larger rock.

5132-5900-raise road, stabilize ditches with rip rap, slope bank on right, remove curve on right (5600)

5973-drain water to right into woods if possible

5973-6060- Relocate road to right, slope bank on right, stabilize ditches with rip rap and check dams

6370- lower crest of hill

6540- remove curve on right

6375-7100- stabilize ditches with rip rap and check dams, drain water off sides if possible, remove curves

6630-remove curve to left

6760-remove curve to right

6780-place fill to elevate road surface

7100-place fill to elevate road surface, shift road to right, replace pipe with 42in? "below pond", stabilize creek crossing

7250-remove curve on right

7300-slope banks on left

7537-remove pole on right, remove curve on left

7100-7500- stabilize ditches with rip rap, slope banks

7500- drain water to right if possible

7650- drain water to right if possible

7700- place fill on right side of road

7840- remove curve and pole on left, slope bank drain water to right.

8020-relocate pole #88232, lower crest of hill, expand road to right

8020-8462 expand road to left, slope bank on right, drain water to right in several spots

8530- relocate road and pole #88233 to left to realign curve, drain water to left

8700- slope banks both sides of road

8900-9240 realign road, eliminate ford crossing (see enclosed sketch), place 54inch pipe to eliminate ford

9240-9340- slope bank on right, remove curves

9450-9630-remove bank and curve on right, drain water to left every 150 feet or so, relocate road to right.

10,000- pave up FS road (Whetstone road) 150 feet

10,000- relocate approximately 500 feet of fence

10,500-slope bank on right

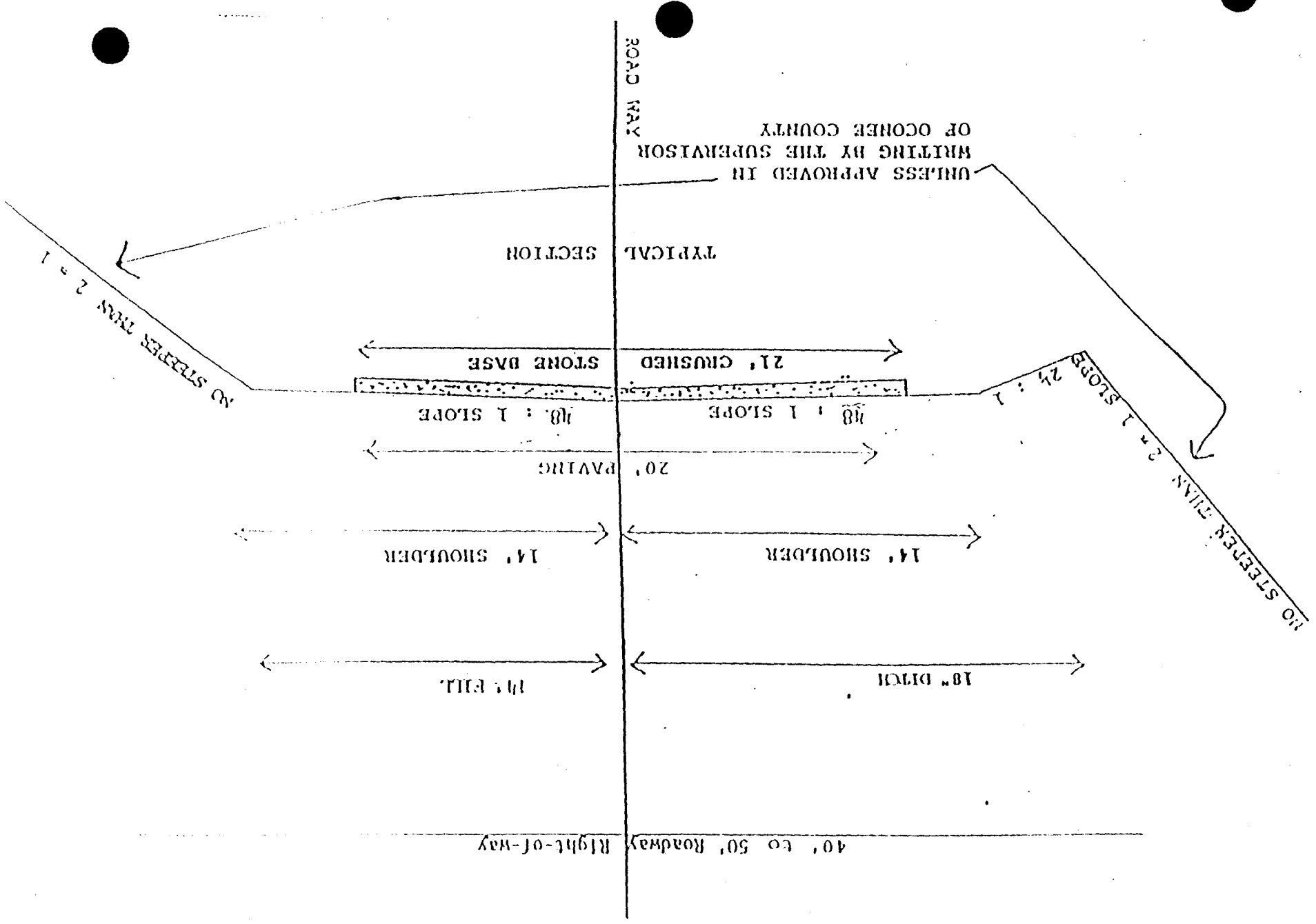
10,550-11,000- move road to right, slope bank

11,000- move road to left to avoid trailer on right, replace fence on left

11,250- place basin to collect water and sediments per NRCS

11,250-11,500 relocate road to right

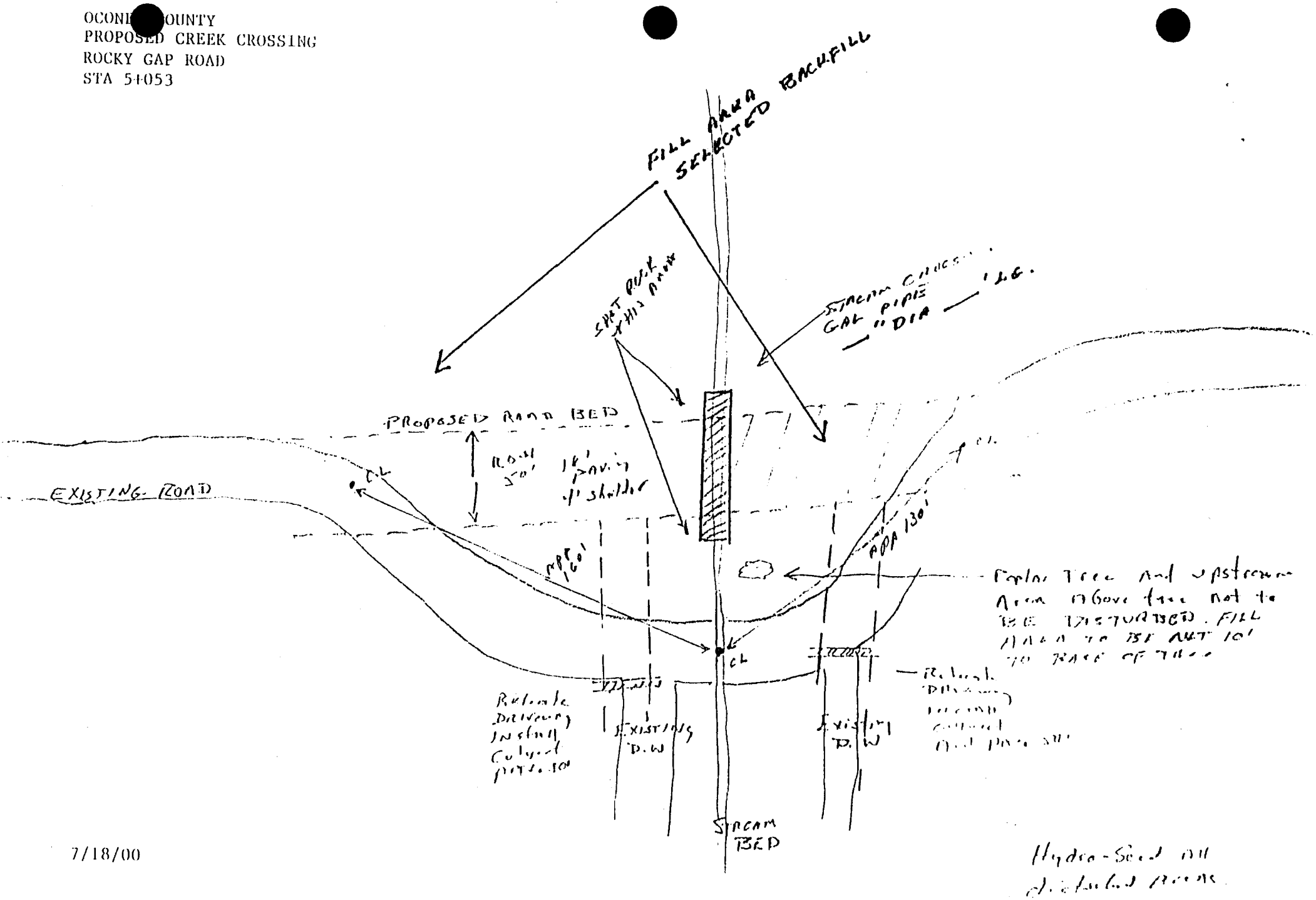
11,500- remove crest of hill
11,650- relocate pole #90078, drain water to left
11,500-12,137- expand road to right



Attachment :

Model Construction Plan

OCONTO COUNTY
 PROPOSED CREEK CROSSING
 ROCKY GAP ROAD
 STA 5+053



7/18/00

Foothills Resource Conservation & Development Council, Inc.

301 University Ridge, Suite 4900

Greenville, SC 29601

(864) 467-2775, ext. 115 fax (864) 467-2782

Thomas E. Dobbins Agricultural Engineer

Wes Cooler, Chairman

Robert Gardner, Vice-Chairman

Dr. David Hargett, Secretary-Treasurer

TO: Mike Crane, USFS Ranger
Jon Cain, Oconee County Engineer

The following is my assessment of culvert and bridge needs for Rocky Gap Road. Where applicable, I used the U. S. Geological Survey Regional Regression Equations to determine design flows for the crossings, instead of the traditional NRCS methods. These equations account for channel and valley storage and generally give lower peak discharges.

LOCATION	STORM FREQUENCY (Years)	CULVERT SIZE (Inches)	INLET HEAD (Feet)	NOTES
Existing Ford	25	48	6.0	
	50	54	7.0	
	100	60	8.0	
Below Pond	25	36	6.4	1
	50	24	4.0	2
	100	48	7.0	3
Whetstone Creek	100			4
Pipe @ Queen Dr	50	24	4.2	
	100	30	4.2	

- Notes: 1. Existing – Check pipe condition and remove beaver dams downstream, if possible.
 2. Add to existing 36 inch pipe if suitable and remove beaver dams.
 3. Will carry all of 100 year flow.
 4. Any storm flow is too large for a culvert, recommend using a bridge to carry the 100 year frequency flood of approximately 950 cfs.

50-740 cfs.

Please call if you need additional information before contracting for the paving.

Gene



CC: Heather Stephens, NRCS
Bill Hansen, USFS

TO: Opal Green
From: Jon Caime
Date: August 29, 2000
RE: September 5, 2000 Council Meeting Proposed Agenda Item #1

1. Discussion and possible action on comprehensive, cumulative, corrective change orders for active Oconee County road paving contracts. Mr. Jon Caime & Mr. Frank Nicholson (Road Construction Foreman).

OCONEE COUNTY ROAD PAVING CONTRACTS
REPORT OF FINDINGS

Prepared by Jon Caimo, P.E.
Oconee County Engineer
August 31, 2000

CONFIDENTIAL

Executive Summary:

At the direction of Harrison Orr, I have begun implementation of an action plan to audit and revise our annual multimillion dollar road paving contract management. This is a report of my findings to date and a status of the implementation of corrective actions.

Our practices and procedures have developed over decades and are in some ways entrenched in our management. To implement changes is monumental task that requires thorough analysis and discussion. To accomplish this I have broken this into three primary phases. This is a dynamic (ever changing) implementation plan especially phase 3, future modifications of our road paving practices.

- Phase 1 Contract Administration: Office “paperwork” functions such as budgets, invoicing, change order, tracking, reporting, technical specifications.
- Phase 2 Field Management: Implementation of actual work, change order execution, contract execution, inspection, testing, non-technical bid specifications
- Phase 3 Future Considerations: More efficient ways to use our road paving dollars, better quality control assurances, data analysis for better planning, ordinance development

FINDINGS

Phase 1 Contract Administration (initiated late May of 2000):

1. Problem: Budgets not adopted for each unit of work
Solution: Developed detailed budgets for 1999/00 contracts
Status: Problem resolved
2. Problem: Invoice approval: procedures for internal review and approval of invoices illogical and erratic
Solution: Changed internal procedures, only Road Construction foreman can approve invoices, detailed internal procedures developed
Status: Problem resolved
3. Problem: Invoicing to County: invoices submitted to County (new roads) was vague and difficult to verify versus work complete
Solution: Began revising Contractor's invoicing to County, negotiated with Contractor on partial completion work quantities
Status: under implementation
4. Problem: Project tracking: no project tracking procedures in place
Solution: developed computerized tracking program for better project tracking, management and more informed decision making and reporting
Status: Problem resolved
5. Problem: Reporting: no reporting procedures in place
Solution: development of computerized tracking program, budgets etc. allowed for real time status reporting to Road Construction Foreman for better project management. In addition, status reports can rapidly be developed for other interested parties at any time
Status: Problem resolved
6. Problem: Technical specifications: practices in the field were not in line with technical specifications
Solution: Began revising technical specifications more in line with actual field practices
Status: Due to rapid implementation required for this problem with deadlines facing 99/00 contracts, several technical specifications should be reviewed in detail for future contracts. In addition, execution of any changes in practices as proposed herein or in the future (especially phase 3) will require modifications of technical specifications
7. Problem: Change orders: limited or non-existent backup supporting data for change order justifications
Solution: change order backup justification data provided for most change orders
Status: problem primarily resolved
8. Problem: Project management: no scheduling, tracking of budgets etc.
Solution: Began revising internal project management practices (including more timely implementation of next years paving contract)
Status: Needs refinement, especially with regards to project management responsibilities.

Phase 2 Field Management (Began 8/21/00):

1. Problem: Field management personnel: Illogical chain of command, lack of internal communication, no empowerment of Road Construction Foreman
Solution: personnel reorganization
Status: Problem resolved
2. Problem: Work quantities not delivered as required by contract
Solution: Audit of past work quantities (active contracts) to determine credits due to the County (see attached report-appendix A)
Status: not resolved
3. Problem: change order execution: poor field management practices for implementing, discovering, reporting and justifying change orders, no empowerment of Road Construction Foreman
Solution: implemented chain of command, trained field managers, empowered Road Construction Foreman
Status: under implementation
4. Problem: non-technical bid specifications: mismeasured lengths and quantities, poorly written non-technical specifications
Solution: audit of active contracts to determine mismeasured road lengths (see attached report, appendix B), development of better non-technical specifications in future contracts
Status: not resolved
5. Problem: Quality Control: no verification by Oconee County of key quality control parameters
Solution: budget and implement quality control parameters, (see appendix C)
Status: under implementation
6. Problem: inspection: inspectors poorly trained on key factors required for contract enforcement and quality control assurance (inspectors did not have contract documents and consequently did not know what was required of contracts)
Solution: train inspectors, internal training implemented, certified training through Clemson University is proposed, inspectors now have the contract specifications and are being trained to understand these specifications
Status: under implementation
7. Problem: Equipment requirements: non-industry standard equipment requirements by Oconee County.
Solution: we should review and revise our equipment requirements (see appendix C)
Status: not resolved
8. Problem: contract execution: poor field project management practices, no empowerment of Road Construction Foreman
Solution: Implement better project management practices including scheduling, empower Road Construction Foreman
Status: under implementation, not resolved.

Phase 3 Future Considerations: (Began 7/15/00):

1. Problem: More efficient use our road paving dollars: we can produce significantly higher quantities (more miles) of high quality roads with a shift in practices
Solution: Research into more efficient ways to use our road paving dollars: Began literature research and review (reviewed over 1000 pages of literature to date, FHWA, LTTP, State Agencies, others), begun networking with other agencies to determine their practices, attending conferences and technical training programs.
Status: under review
2. Problem: data analysis for better planning: data is non-existent, hard to find, and not being utilized for planning
Solution: began data compilation, analysis
Status: under review- limited results have been presented so far
3. Problem: better quality control assurances: Depth of asphalt does not determine quality of roads
Solution: review, analyze and revise quality control procedures to ensure high quality road construction (see appendix C)
Status: under review
4. Problem: ordinance development, current specifications are weak, flow of work is erratic
Solution: Finalize subdivision regulations, develop a new technical road ordinance, hire necessary personnel
Status: under review
5. Problem: Stronger enforcement of ROW encroachments: Oconee County is wasting tax dollars and resources due to lax ROW requirements and enforcement
Solution: develop new ROW ordinance to eliminate problems encountered, hire necessary personnel
Status: under review
6. Problem: Rehabilitation of deteriorated roads: Over one third of our annual road paving budget (\$800,000+) is for rehabilitation of deteriorated roads,
Solution: Refocus of road paving funds to avoid rehabilitation needs through preventive maintenance schedules (including overlay, \$2,000,000 needed annually), review and implement innovative practices, significantly reduce deep depth patching, better planning
Status: under review, initial investigations indicate that this can be reduced significantly (potentially greater than 50%)
7. Problem: Better utilization of internal resources in new road construction
Solution: Invest in equipment, hire personnel, perform new road construction in-house, plan new road construction in advance
Status: under review, initial indications are that we can increase new road miles constructed (dirt to paved) 100-200% without increase in funding
8. Problem: Optimization of overlay funds:
Solution: refocus overlay funding to optimize funds
Status: under review, initial indications are that we may be able to increase overlay miles by 20% or more

9. Problem: Innovative maintenance practices and procedures: we are not using state of the art (proven) technologies and procedures
Solution: Review, invest and implement proven innovative practices and procedures such as pot hole spray injection
Status: under review, initial indications are that pothole repair only can be improved to reduce costs by more than 50%.
10. Problem: Data analysis for better planning: we are not using scientific analysis to determine how to spend our road paving dollars, Council and Supervisor are not provided with data that can be used to determine best allocations
Solution: Gather, analyze and use data, hire personnel
Status: under review, began implementation, limited analysis completed
11. Problem: Determination of budget needs based on scientific analysis
Solution:
Status: under review
12. Problem: Debt retirement: improve our \$47,000,000 (and growing) road surface infrastructure backlog
Solution: develop ordinances reducing future debt liabilities associated with new dirt road construction (See appendix D)
Status:

APPENDIX A-ACTIVE CONTRACT AUDIT RESULTS CREDITS DUE
OCONEE TO OCONEE COUNTY

The active contract for new road construction from last year (bid #98-27) has been audited for work quantities delivered and is reported herein. This audit was conducted due to the transfer of field management responsibilities from Mr. Hoyt Orr to Mr. Jon Caime.

These are the only issues uncovered since auditing began in late June of 2000.

The net result is that quantities discovered and reported herein should be considered as credits to Oconee County. This is not an indication of problems with a Contractor rather an indication of internal problems with Oconee County Contract enforcement.

1. Kiel Farm Road: Oconee County paved a double driveway apron at 131 Kiel Farm road. This is a lump sum quantity required as part of the new road Contract. Credit due=?
2. Camp Chattooga Road. A 50 foot 48" diameter pipe was supposed to be replaced as part of the lump sum quantity for this road. Credit due Oconee County \$375
3. Old Hurricane Road-welcome church road only 2400 feet of the 2640 feet was paved- credit due Oconee County is 240 feet X \$36.92/ft=\$8,860.80
4. Colony lane- a specified turn around was to be constructed 15 feet by 30 feet. Only a 6 foot by 30 turnaround was constructed. Credit due Oconee County would be 9feet X 15 feet= 135sfX \$1.68=\$228
5. Colony lane – a specified road length on a side street (County Road Pine Hollow) was to be paved 100 feet. Only 35 feet of this road was paved. 65 feet of road X 30.401=\$1,976

APPENDIX B-ACTIVE CONTRACT AUDIT RESULTS

To date two change orders have been issued in the amount of \$43,170 for mismeasured lengths and quantities due to poorly written non-technical specifications. Because of this issue, an audit of the active contracts is being conducted.

The active contract for new road construction from last year has been audited and is reported herein. The audit for quantities associated with the active contracts for both overlay and new road construction for this year is currently being conducted and results will be presented as soon as the audit is completed.

This is not an indication of problems with a Contractor rather an indication of internal problems with Oconee County Contract enforcement.

Consideration must be given to a clause in our Contract that specifically states: (Bid #98-27) page 7 paragraph 2 "All measurements given on the list of work to be done are approximate. It is the Contractor's responsibility to verify distances and measurements before submitting their bid."

The results shown are for deviations (plus or minus) greater than 100 feet.

Road	Stated Measurement (Bid#98-27)	Actual Measurement	Difference
Duncan Ward	2726'	2982'	256' add
Waterfall	Within 100 feet however no cul-de-sac shown		Add 30'r. Cul-de-sac
Camp Chattooga	1940'	1810'	130' deduct
Heritage Farm	2100'	1850'	150' deduct
Colony	2100'	2898'	Change order issued
Keil Farm	2280'	2015'	265' deduct
Keil Farm	no cul-de-sac shown	Add 35' rad.	Cul-de-sac
Lecroy	within 100 feet of stated measurement		
Blue Ridge Riding	within 100 feet of stated measurement		
Keowee Trail	3168'	3515'	347' add
Old Hurricane	5280'	See appendix A for credit due	
Driver Hill	1900'	2070'	170' add
Ruby dr.	within 100 feet of stated measurement		
Boomerang	within 100 feet of stated measurement		
Tammerick	within 100 feet of stated measurement		
Findley	4350'	4500'	150' add
Martin Lake	within 100 feet of stated measurement		
Wetoda	within 100 feet of stated measurement		
Christopher	within 100 feet of stated measurement		
N. Pond Fork	within 100 feet of stated measurement		

APPENDIX C-PRELIMINARY QUALITY CONTROL FACTORS TO BE CONSIDERED

The following is a beginning list of key quality control factors to be considered in the future. This information will require much further analysis and review before being finalized.

This is not an indication of problems with a Contractor rather an indication of internal problems with Oconee County Contract enforcement.

1. Asphalt temperature at placement. According to the standard practices developed and practiced elsewhere, the asphalt temperature should be verified at place to ensure that the temperature is between 250 and 325C. We have not tested for this key quality control parameter in the past. Under my management we are now testing for this key quality control parameter.
2. Asphalt mixture: According to asphalt standard practices developed elsewhere a random sample is drawn from the asphalt mixture in the truck and analyzed for key parameters such as gradation, asphalt content etc. This is not being conducted by Oconee County.
3. Asphalt compaction: According to asphalt standard practices developed elsewhere a nuclear gauge is used to test the compaction of the asphalt in the field. The results of this analysis are then used to determine how to roll (compact) the asphalt on a routine basis. This is not being conducted by Oconee County.
4. Equipment requirements: According to asphalt standard practices developed elsewhere a standard use of equipment is required. This normally requires three operations. First is breakdown with three passes of a steel wheeled roller, second is compaction with three passes of rubber tire or combination roller, third is a final roll with a steel wheel roller. Oconee County should analyze and determine if they desire to change the equipment requirements for future contracts. This practice is not active in our current contracts.

APPENDIX D-DATA ANALYSIS FOR DEBT CONSIDERATIONS

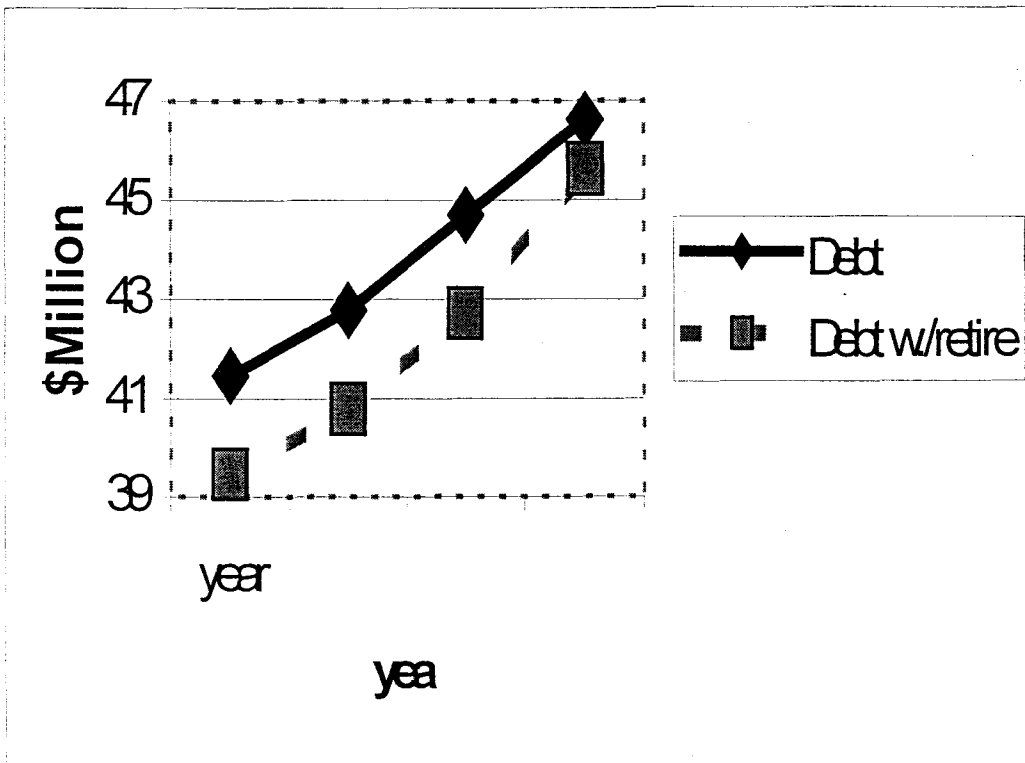
Road Facts:

Our Debt:

- County dirt road: 200-250 miles, \$32,000,000-\$40,000,000 to convert to paved
- County paved road: 500-600 miles, \$2,000,000 - \$2,500,000 to maintain (overlay) annually
- Increased debt of paved roads annually through acceptance of new roads- no data
- Increased debt of dirt road annually – 6 miles (97), 8 miles (98), 12 miles (99); \$2,000,000 increased debt last year
- Increased annually operating cost of Road department by \$120,000 last year with acceptance of 12 miles of dirt road (first year costs associated with acceptance of dirt road).

Retirement of Debt:

- Dirt road: 6 miles paved last year (\$1,000,000)
- Paved road: \$1,000,000 spent on overlay
- Paved road: \$1,000,000 spent on rehabilitation



ORDINANCE NO. _____

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING EIGHT MILLION DOLLARS (\$8,000,000) OCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BONDS, SERIES 2000; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

As an incident to the enactment of this Ordinance and the issuance of the bonds provided for herein, the County Council of Oconee County, South Carolina (hereinafter called the "County Council"), the governing body of Oconee County, South Carolina (hereinafter called the "County"), and the body to which is delegated the administrative duties of the County, finds that the facts set forth herein exist and the statements made with respect thereto are true and correct.

WHEREAS, by virtue of the County Bond Act (Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended) as amended and continued by Act No. 125 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1977 (the County Bond Act, as so amended and continued, being hereinafter called the "Enabling Act"), County Council is authorized to issue general obligation bonds of the County for the purpose of defraying the cost of any purpose for which the County may, under applicable constitutional provisions, issue bonds or levy taxes, and for any amount not exceeding the constitutional debt limit applicable to the County; and

WHEREAS, pursuant to the authorizations of Article X of the Constitution and the Enabling Act, the County Council desires to obtain funds for the purpose of defraying the costs of constructing a new courthouse of the County including necessary equipment and furnishings (the "Project"); and

WHEREAS, the County Bond Act requires that an election be held prior to the issuance of general obligation bonds. Act No. 125 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1977 ("Act No. 125"), provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X, then in every such instance no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

NOW, THEREFORE, on the basis of the foregoing authorizations and for the purpose of raising the sum of not exceeding Eight Million and no/100 Dollars (\$8,000,000) to be expended for the purpose set forth above, the County Council enacts this Ordinance to effect the issuance and

sale of not exceeding \$8,000,000 of general obligation bonds of the County authorized by the Enabling Act.

ARTICLE 1

DEFINITIONS

Section 1.1. Defined Terms. The terms defined in this Article (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Ordinance shall have the respective meanings specified in this Article.

"Authenticating Agent" shall mean the authenticating agent designated pursuant to Section 2.10 hereof.

"Bonds" shall mean Oconee County, South Carolina, General Obligation Bonds, Series 2000, authorized to be issued hereunder in the aggregate principal amount of not exceeding Eight Million Dollars (\$8,000,000).

"Bond Registrar" shall mean the bond registrar designated pursuant to the provisions of Section 2.11 hereof.

"Books of Registry" shall mean the registration books maintained by the Bond Registrar in accordance with Section 2.11 hereof.

"Clerk" shall mean the Clerk to the County Council or, in his or her absence, the acting clerk.

"Closing Date" shall mean the date upon which there is an exchange of the Bonds for the proceeds representing the purchase price of the Bonds by the Original Purchaser.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Construction Fund" shall mean the County Bond Construction Fund established pursuant to the provisions of Section 4.2 hereof.

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

"County Council" shall mean the County Council of Oconee County, South Carolina, and any successor governing board of the County.

"County Supervisor/Chairman" shall mean the County Supervisor/Chairman of County Council.

"Debt Service" shall mean the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Enabling Act" shall mean the County Bond Act (Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended) as amended and continued by Act No. 125 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1977.

"Fiscal Agents" shall mean the Paying Agent, the Bond Registrar and the Authenticating Agent.

"Gross Proceeds" shall mean the sum of the following amounts:

- (i) original proceeds, namely, net amounts received by or for the County as a result of the sale of the Bonds, excluding original proceeds which become transferred proceeds (determined in accordance with applicable Regulations) of obligations issued to refund in whole or in part the Bonds;
- (ii) investment proceeds, namely, amounts received at any time by or for the County, such as interest and dividends, resulting from the investment of any original proceeds (as referenced in clause (i) above) or investment proceeds (as referenced in this clause (ii)) in Nonpurpose Investments, increased by any profits and decreased (if necessary, below zero) by any losses on such investments, excluding investment proceeds which become transferred proceeds (determined in accordance with applicable Regulations) of obligations issued to refund in whole or in part the Bonds;
- (iii) sinking fund proceeds, namely, amounts, other than original proceeds or investment proceeds (as referenced in clauses (i) and (ii) above) of the Bonds, which are held in the Sinking Fund Account and any other fund to the extent that the County reasonably expects to use such other fund to pay Debt Service on the Bonds;
- (iv) Investment Property pledged as security for payment of Debt Service on the Bonds by the County;
- (v) amounts, other than as specified in this definition, used to pay Debt Service on the Bonds; and
- (vi) amounts received as a result of investing amounts described in this definition.

"Interest Payment Date" shall mean any September 1 or October 1, commencing September 1, 2001.

"Investment Property" shall mean any security (as such term is defined in Section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract or investment-type property, excluding, however, obligations (i) the interest on which is excluded from gross income, under Section 103 of the Code, for federal income tax purposes and (ii) which are not "specified private activity bonds" as defined in Section 57(a)(5)(C) of the Code.

"Net Proceeds," when used with reference to the Bonds, shall mean the face amount of the Bonds, plus accrued interest and premium, if any, less original issue discount.

"Nonpurpose Investment" shall mean any Investment Property which is acquired with the Gross Proceeds of the Bonds and is not acquired in order to carry out the governmental purpose of the Bonds.

"Ordinance" shall mean this Ordinance as from time to time amended or supplemented by one or more supplemental ordinances enacted in accordance with the provisions of Article VII hereof.

"Original Purchaser" shall mean the first purchaser of the Bonds from the County.

"Paying Agent" shall mean the paying agent designated pursuant to Section 2.9 hereof.

"Private Business Use" shall mean use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

"Project" shall mean the construction and equipping of a courthouse facility of the County.

"Regulations" shall mean temporary and permanent regulations promulgated under the Code.

"Sinking Fund Account" shall mean the sinking fund account established and held by the County designed to provide for the payment of the principal of, premium, if any, and interest on the Bonds, as the same respectively fall due.

"Yield" shall mean that yield which, when used in computing the present worth of all payments of principal and interest (or other payments in the case of Nonpurpose Investments which require payments in a form not characterized as principal and interest) on a Nonpurpose Investment or on the Bonds produces an amount equal to the purchase price of such Nonpurpose Investment or the Bonds, all computed as prescribed in applicable Regulations.

Section 1.2. General Rules of Interpretation.

(a) Articles, Sections, and Paragraphs mentioned by number are the respective articles, sections, and paragraphs of this Ordinance so numbered.

(b) Except as otherwise expressly provided or unless the context otherwise requires, words importing persons include firms, associations, and corporations, and the masculine includes the feminine and the neuter.

(c) Words importing the redemption or redeeming or calling for redemption of a bond do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

(d) Words importing the singular number include the plural number and *vice versa*.

ARTICLE II

ISSUANCE OF BONDS

Section 2.1. Authorization of Bonds, Denominations, and Maturities. Pursuant to the provisions of the Enabling Act and for the purposes of defraying the costs of the Project, there shall be issued not exceeding Eight Million and no/100 Dollars (\$8,000,000.00) of general obligation bonds of the County. The Bonds shall be designated "Oconee County, South Carolina, General Obligation Bonds, Series 2000". The Bonds shall be originally dated the first day of the month in which the Bonds are sold (the "Dated Date"), shall be in fully-registered form, shall be in denominations of Five Thousand and no/100 Dollars (\$5,000.00) each or any integral multiple thereof, may be numbered from R-1 upward, and shall mature on September 1 in annual series or installments, as follows:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
2002	\$260,000	2010	\$500,000
2003	345,000	2011	530,000
2004	365,000	2012	560,000
2005	385,000	2013	590,000
2006	405,000	2014	625,000
2007	425,000	2015	655,000
2008	455,000	2016	695,000
2009	475,000	2017	730,000

Section 2.2. Optional Redemption of Bonds. The Bonds maturing on or prior to September 1, 2010 are not subject to redemption prior to maturity. The Bonds maturing subsequent

to September 1, 2011, shall be subject to redemption on and after September 1, 2010, at the option of the County, in whole or in part at any time, but if in part, in such maturities as designated by the County and by lot as to Bonds or portions of Bonds within a maturity (but only in integral multiples of \$5,000), at the redemption prices with respect to each Bond or portion thereof, expressed as a percentage of principal amount of the Bond to be redeemed, as set forth below, together, in each such case, with accrued interest to the date fixed for redemption:

<u>Redemption Period</u> <u>(both dates inclusive)</u>	<u>Redemption</u> <u>Prices</u>
September 1, 2010 to August 31, 2011	101.5%
September 1, 2011 to August 31, 2012	101%
September 1, 2012 and thereafter	100%

Section 2.3. Partial Redemption of Bond. In the event that only part of the principal amount of a Bond shall be called for redemption or prepaid, payment of the amount to be redeemed or prepaid shall be made only upon surrender of such Bond to the Paying Agent. Upon surrender of such Bond, the County shall execute and the Authenticating Agent shall authenticate and deliver to the holder thereof, at the office of the Authenticating Agent, or send to such holder by registered mail at his request, risk, and expense, a new fully-executed Bond or Bonds, of authorized denominations equal in aggregate principal amount to, and of the same maturity and interest rate as, the unredeemed portion of the Bond surrendered.

Section 2.4. Cancellation of Redeemed Bonds. All Bonds which have been redeemed shall be cancelled and either maintained or destroyed by the Paying Agent and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Paying Agent to the County upon the request of the County Supervisor/Chairman.

Section 2.5. Purchase of Bonds. The Paying Agent shall, if and to the extent practicable, endeavor to purchase Bonds or portions of Bonds at the written direction of the County at such time, in such manner, and at such price as may be specified by the County but in no event greater than the price equal to the then redemption price of such Bonds. The Paying Agent may so purchase Bonds with any moneys then held by the Paying Agent and available for the redemption or purchase of Bonds; provided, that any limitations or restrictions on such redemption or purchases contained in this Ordinance shall be complied with. The expenses of such purchase shall be deemed an expense of the Paying Agent to be paid by the County. The Paying Agent shall incur no liability for any purchase made in accordance with this Section or for its inability to effect such purchase in excess of the redemption price thereof.

Section 2.6. Notice of Redemption.

(a) Unless waived by any registered owner of any Bond to be redeemed, official notice of any such redemption shall be given by the County by mailing a copy of an official redemption

notice by registered or certified mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of any Bond to be redeemed in whole or in part at the address shown on the Books of Registry or at such other address as is furnished in writing by such registered owner to the Bond Registrar. Failure to give notice by mail or any defect in any notice so mailed with respect to any Bond shall not affect the validity of the proceedings for such redemption for Bonds for which notice was properly given.

(b) All official notices of redemption shall be dated and shall state:

- (i) the redemption date,
- (ii) the redemption price,
- (iii) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (iv) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after that date, and
- (v) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office of the Paying Agent.

(c) Prior to any redemption date, the County shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date. Such deposit need not be made prior to mailing of official notices of redemption. In the event of a failure to make such deposit, all Bonds so called for redemption shall remain outstanding under the terms hereof.

(d) Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. If money shall not be available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption. Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be cancelled by the Paying Agent and shall not be reissued.

(e) In addition to the foregoing notice, further notice shall be given by the County as set out below, but no defect in the further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

(i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption and (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Each further notice of redemption shall be sent at least thirty-five (35) days before the redemption date by registered or certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds as may then be required under applicable securities law.

(iii) Each further notice shall be published one time in the Bond Buyer of New York, New York or, if such publication is impractical or unlikely to reach a substantial number of the registered owners of the Bonds, in some other financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Bonds, such publication to be made at least thirty (30) days prior to the date fixed for redemption.

(iv) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Section 2.7. Interest Rates on Bonds. The Bonds shall bear such rate or rates of interest, payable on the Interest Payment Dates, beginning March 1, 2002, as shall, at the sale of the Bonds, reflect the lowest net interest cost to the County, at a price of not less than par and accrued interest to the date of delivery, but:

- (a) all Bonds of the same maturity shall bear the same rate of interest;
- (b) no rate of interest shall be more than two per centum (2%) higher than the lowest rate of interest named;
- (c) each interest rate named shall be a multiple of 1/20th or 1/8th of one per centum; and

(d) any premium offered must be paid in cash as a part of the purchase price.

For the purposes of this Section 2.7, interest cost shall mean the aggregate of interest on all Bonds from the Dated Date of the Bonds until their respective maturities, less any sum named by way of premium.

Section 2.8. Medium of Payment. Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts.

Section 2.9. Place of Payments; Selection of Paying Agent. Principal and premium, if any, of the Bonds, when due, shall be payable at the office of such bank or trust company as may be agreed upon by the County Supervisor/Chairman and the successful purchasers at the sale thereof, or, in the event of a failure to agree, at the office of some bank or trust company to be designated by the County Supervisor (such bank or trust company herein referred to as the "Paying Agent"). Interest on any Bond shall be payable on each Interest Payment Date by check or draft mailed to the person in whose name such Bond is registered at the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the Regular Record Date) by the Paying Agent.

Section 2.10. Execution of Bonds; Designation of Authenticating Agent. The Bonds shall be executed in the name of the County by the manual or facsimile signature of the Supervisor/Chairman of the County Council and attested by the manual or facsimile signature of the Clerk to the County Council. The Bonds shall be authenticated by the manual signature of an authorized officer of such bank or trust company as may be agreed upon by the County Supervisor and the successful purchasers at the sale thereof or, in the event of a failure to agree, at a bank or trust company to be designated by the County Supervisor/Chairman (the "Authenticating Agent"), and the seal of the County shall be impressed or reproduced on each Bond. Any facsimile signature appearing on the Bonds may be those of the officers who are in office on the date of the enactment of this Ordinance. The Bonds shall be executed in respect of any manual signature by the person or persons holding office when such Bonds are ready for delivery. The execution of the Bonds in this fashion shall be valid and effectual notwithstanding changes in the personnel of any of the above offices subsequent to their execution. No Bond shall be of any force and effect unless and until authenticated by an authorized officer of the Authenticating Agent.

Section 2.11. Form of Bonds; Designation of Bond Registrar.

(a) The Bonds shall be issued in fully-registered form, and all principal, interest or other amounts due thereunder shall be payable only to the registered owner thereof. The bond registrar shall be such bank or trust company as may be agreed upon by the County Supervisor and the successful purchasers at the sale thereof or, in the event of a failure to agree, a bank or trust company to be designated by the County Supervisor/Chairman (the "Bond Registrar") and the County Council hereby directs the Bond Registrar to maintain, at the County's expense, the Books of Registry for the registration or transfer of the Bonds.

(b) The form of the Bonds and assignment provisions to be endorsed thereon shall be substantially as set forth in Exhibit A attached hereto and made a part of this Ordinance.

(c) A copy of the approving legal opinion to be rendered shall be printed on the back of each Bond, and preceding the same, a certificate of authentication shall appear, which shall be signed on behalf of the County by a facsimile of the signature of the Clerk to the County Council. The certificate of authentication shall be in form substantially as follows:

"IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete legal opinion of Messrs. Haynsworth, Marion, McKay & Guérard, L.L.P., Attorneys and Counsellors at Law, Greenville, South Carolina, the original of which was manually executed, dated, and issued as of the date of the delivery of and payment for the Bonds, and a copy of which is on file with the Paying Agent.

OCONEE COUNTY,
SOUTH CAROLINA

By: _____

Clerk to County Council

Section 2.12. Registration and Transfers of Bonds; Persons Treated as Owners.

(a) Each Bond shall be fully-registered and no Bond may be transferred except by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such registered Bond or Bonds, the County shall execute and the Authenticating Agent shall authenticate and deliver, subject to the provisions of Section 2.15 hereof, in the name of the transferee, a new

registered Bond or Bonds of the same aggregate principal amount as the unpaid principal amount of the surrendered Bond or Bonds.

(b) Any bondholder requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on such Bonds shall be made only to or upon the order of the registered owner or his legal representative. All such payments shall be valid and effective to satisfy and discharge the liability of the County upon such Bond to the extent of the sum or sums so paid. No person other than the registered owner shall have any right to receive payments, pursue remedies, enforce obligations or exercise or enjoy any other rights under any Bond against the County. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in any Bond as against a person (including the registered owner) other than the County, as in the case where the registered owner is a trustee or nominee for two or more beneficial owners of an interest in any Bond.

(c) The Bond Registrar shall not be required to exchange or transfer such Bond or portion of Bond (i) for the period beginning on the Regular Record Date and ending on the next succeeding Interest Payment Date or (ii) if such Bond has been called for redemption.

Section 2.13. Mutilated, Lost, or Stolen Bonds. In the event any Bond is mutilated, lost, stolen, or destroyed, the County may execute and the Authenticating Agent may authenticate a new Bond of like date, maturity, interest rate, and denomination, as that mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Paying Agent, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the County and the Paying Agent evidence of such loss, theft, or destruction, satisfactory to the County and the Paying Agent, together with indemnity satisfactory to them, provided that in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the County may pay the same without surrender thereof. The County, the Paying Agent, and the Authenticating Agent may charge the holder or owner of such Bond with their reasonable fees and expenses in this connection.

Section 2.14. Exchange of Bonds. Subject to the provisions of Section 2.12 hereof, the Bonds, upon surrender thereof to the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his duly authorized attorney, may, at the option of the registered owner thereof, and upon payment by such registered owner of any charges which the Paying Agent, the Authenticating Agent or the Bond Registrar may make as provided in Section 2.15 hereof, be exchanged for a principal amount of Bonds of any other authorized denominations equal to the unpaid principal amount of surrendered Bonds.

Section 2.15. Regulations with Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging or transferring the Bonds is exercised, the County shall execute and the Authenticating Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Paying Agent. There shall be no charge for such exchange or transfer of the Bonds except that the Paying Agent, the Bond Registrar, and the Authenticating Agent may make a charge sufficient to reimburse them, or any of them, for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

Section 2.16. Temporary Bonds. The Bonds may be initially issued in temporary form, exchangeable for definitive Bonds to be delivered as soon as practicable. The temporary Bonds may be printed, lithographed, or typewritten, shall be of such denominations as may be determined by the County Council, shall be without coupons, and may contain such reference to any of the provisions of this Ordinance as may be appropriate. Every temporary Bond shall be executed by the County upon the same conditions and in substantially the same manner as the definitive Bonds. If the County issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds shall be surrendered for cancellation at the office of the Paying Agent and the Paying Agent shall deliver and exchange for such temporary Bonds an equal, aggregate principal amount of definitive Bonds of like aggregate principal amount and in authorized denominations of the same maturity or maturities and interest rate or rates. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Ordinance as definitive Bonds under this Ordinance.

Section 2.17 Book-Entry System Unless and until the book-entry-only system described in this Section 2.17 has been discontinued, the Bonds will be available only in book-entry form in principal amounts of \$5,000 or any integral multiple thereof. The Depository Trust Company, New York, New York ("DTC") will act as securities depository for the Bonds, and the ownership of one fully registered Bond for each maturity, each in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC.

Purchases of Bonds under the book-entry system may be made only through brokers and dealers who are, or act through, DTC Participants in accordance with rules specified by DTC. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's ownership interest in the Bonds. The ownership interest of each actual purchaser of a Bond (the "Beneficial Owner") will be recorded through the records of the DTC Participant or persons acting through DTC Participants (the "Indirect Participants"). Transfers of ownership interests in the Bonds will be accomplished only by book entries made by DTC and, in turn, by DTC Participants or Indirect Participants who act on behalf of the Beneficial Owners. Beneficial Owners of the Bonds will not receive nor have the right to receive physical delivery of Bonds, and will not be or be considered to be holders thereof under this Ordinance, except as specifically provided in the event the book-entry system is discontinued.

So long as Cede & Co., as nominee of DTC, is the registered owner of the Bonds, references in this Ordinance to the holders or registered owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners. The County and any Fiscal Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purpose of payment of the principal of or interest or premium, if any, on the Bonds, giving any notice permitted or required to be given to Bondholders under this Ordinance, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The County and any Fiscal Agent shall not have any responsibility or obligation to any DTC Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any DTC Participant, or any other person which is not shown on the registration books kept by the Registrar as being a holder, with respect to the accuracy of any records maintained by DTC or any DTC Participant; the payment by DTC or any DTC Participant of any amount in respect of the principal of or interest or premium, if any, on the Bonds; any notice which is permitted or required to be given to Bondholders thereunder or under the conditions to transfers or exchanges adopted by the County or any Fiscal Agent; or any consent given or other action taken by DTC as a holder.

Principal, premium, if any, and interest payments on the Bonds will be made to DTC or its nominee, Cede & Co., as registered owner of the Bonds. Payments by DTC Participants and Indirect Participants to Beneficial Owners of the Bonds will be the responsibility of such DTC Participants or Indirect Participants and not of DTC, any Fiscal Agent or the County.

While the book-entry system is used for the Bonds, the Fiscal Agent will give any notice of redemption or any other notice required to be given to holders of the Bonds only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Indirect Participant, or of any DTC Participant or Indirect Participant to notify any Beneficial Owner, of any such notice and its content and effect will not affect the validity of the redemption of the Bonds called for redemption or of any other action premised on such notice. Conveyance of notices and other communications by DTC or DTC Participants, by DTC Participants to Indirect Participants and in turn by DTC Participants and Indirect Participants to Beneficial Owners of the Bonds will be governed by arrangements among them.

Neither the County nor any Fiscal Agent will have any responsibility or obligation to such DTC Participants, or the persons for whom they act as nominees, with respect to payments actually made to DTC or its nominee, Cede & Co., as registered owner of the Bonds in book-entry form, or with respect to the providing of notice for the DTC Participants, the Indirect Participants, or the Beneficial Owners of the Bonds in book-entry form.

For every transfer and exchange of a beneficial ownership interest in the Bonds, a Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

DTC may determine to discontinue providing its service with respect to the Bonds at any time by giving notice to the County and discharging its responsibilities with respect thereto under applicable law. In addition, if the County determines that continuation of the system of book-entry-only transfers through DTC (or a successor securities depository) is not in the best interest of the Beneficial Owners of the Bonds or the County, the County may thereupon terminate the services of DTC with respect to the Bonds. Further, the County shall terminate the services of DTC with respect to the Bonds upon receipt by the County and each Fiscal Agent of written notice from DTC Participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Bonds, to the effect that: (i) DTC is unable to discharge its responsibilities with respect to the Bonds; or (ii) a continuation of the system of book-entry-only transfers of the Bonds is not in the best interest of the Beneficial Owners of the Bonds. If for any such reason the system of book-entry-only transfers through DTC is discontinued, Bond certificates will be delivered as described in this Ordinance in fully registered form in denominations of \$5,000 or any integral multiple thereof in the names of Beneficial Owners or DTC Participants; provided, however, that in the case of any such discontinuance (other than as described in clause (ii) of the preceding sentence) the County may within 90 days thereafter appoint a substitute securities depository which, in the County's opinion, is willing and able to undertake the functions of DTC upon reasonable and customary terms.

In the event the book-entry system is discontinued, the persons to whom Bond certificates are delivered will be treated as "holders" for all purposes of this Ordinance, including the giving to the County or any Fiscal Agent of any notice, consent, request or demand pursuant to this Ordinance for any purpose whatsoever. In such event, the Bonds will be transferable to such Bondholders, interest on the Bonds will be payable by check or draft of the Paying Agent, mailed to such holders, and the principal and redemption price of all Bonds will be payable at the principal corporate trust office of the Paying Agent.

ARTICLE III

SECURITY FOR BONDS

Section 3.1. Pledge of Full Faith, Credit, and Taxing Power. For the payment of the principal and interest on the Bonds as the same respectively mature, and for the creation of such sinking fund to aid in the retirement and payment thereof, the full faith, credit and taxing power of the County shall be irrevocably pledged, and there shall be levied annually by the Auditor of Oconee County, and collected by the Treasurer of Oconee County, in the same manner as other County taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County, sufficient to pay the principal and interest of the Bonds as they respectively mature, and to create such sinking fund as may be necessary therefor.

Section 3.2. Levy and Collection of Taxes. The Auditor and Treasurer of Oconee County, South Carolina shall be notified of this issue of Bonds and directed to levy and collect, respectively, upon all taxable property in the County, an annual tax, without limit, sufficient to meet the payment of the principal of and interest on the Bonds, as the same respectively mature, and to create such sinking fund as may be necessary therefor.

ARTICLE IV

SALE OF BONDS; DISPOSITION OF PROCEEDS OF SALE

Section 4.1. Sale of Bonds. The Bonds shall be sold at public sale, at not less than par and accrued interest to the date of delivery. Bids shall be received until such time and date and at such place, to be selected by the County Supervisor/Chairman. The Bonds shall be advertised for sale in:

The Greenville News, a newspaper having general circulation in the State of South Carolina;

which shall appear at least once, not less than seven (7) days before the date set for the sale. The form of the Notice, and the conditions of sale, shall be substantially those set forth in Exhibit B attached hereto and made a part and parcel hereof. The County Supervisor/Chairman is authorized to accept the lowest bid without further action of County Council provided the net interest rate does not exceed 7.00% per annum. At the discretion of the County Supervisor/Chairman, the bids for the Bonds may be received electronically.

Section 4.2. Disposition of Proceeds of Sale of Bonds.

(a) There is hereby created a separate bond account to be named the "County Bond Construction Fund" (the Construction Fund) to be held by the County. Various accounts may be established within the Construction Fund in order to comply with any requirements of federal or State law, including arbitrage rebate requirements.

(b) The proceeds derived from the sale of the Bonds issued pursuant to this Ordinance shall be deposited with the County, and shall be expended and made use of by the County Council as follows:

(i) Any accrued interest shall be applied to the payment of the first installment of interest to become due on the Bonds;

(ii) Any premium shall be applied to the payment of the first installment of principal of the Bonds; and

(iii) The remaining proceeds shall be used to defray the cost of issuing the Bonds and to pay the cost of the Project.

(c) Amounts in the Construction Fund shall be disbursed for costs and expenses of the Project upon the filing in the official records pertaining to the Construction Fund of a certificate describing such disbursement, setting forth the portion, if any, of the Net Proceeds of the Bonds to be used for a Private Business Use or to make or finance a loan to other than a state or local governmental unit and certifying that there has been compliance with Sections 5.3 and 5.4 of Article V hereof relating to the Private Business Use limitation and the private loan limitation. Investment earnings and profits on amounts in the Construction Fund shall be credited to the Construction Fund and applied to pay costs as set forth in this Section 4.2. Amounts, if any, remaining in the Construction Fund shall, upon receipt from the County certifying that no further amounts are required to be disbursed for costs and expenses of the Project, be (i) transferred into the Sinking Fund Account, shall be invested at a Yield not in excess of the Yield of the Bonds and shall be used for redemption of the Bonds on the earliest practicable date next succeeding the date of transfer, or (ii) upon receipt of an approving opinion of Bond Counsel, be applied to the next principal or interest payment. Thereafter the Construction Fund shall be closed.

(d) No purchaser or holder of the Bonds shall be liable for the proper application of the proceeds thereof.

ARTICLE V

TAX EXEMPTION OF BONDS

Section 5.1. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt from all state, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except estate or other transfer taxes and certain franchise taxes.

Section 5.2. Federal Guarantee Prohibition. The County shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code and the Regulations.

Section 5.3. Private Business Use Limitation. In the event any Net Proceeds of the Bonds is used for a Private Business Use, the County shall assure that (i) not in excess of ten percent (10%) of the Net Proceeds of the Bonds is used for Private Business Use if, in addition, the payment of more than ten percent (10%) of the principal or ten percent (10%) of the interest due on the Bonds during the term thereof is, under the terms of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be

derived from payments, whether or not to the County, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) in the event that both (a) in excess of five percent (5%) of the Net Proceeds of the Bonds is used for a Private Business Use, and (b) an amount in excess of five percent (5%) of the principal or five percent (5%) of the interest due on the Bonds during the term thereof is, under the terms of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for the Private Business Use or in payments in respect of property used or to be used for the Private Business Use or is to be derived from payments, whether or not to the County, in respect of property or borrowed money used or to be used for the Private Business Use, then the excess over five percent (5%) of Net Proceeds of the Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the facilities financed with the proceeds of the Bonds.

Section 5.4. Private Loan Limitation. In the event any Net Proceeds of the Bonds is used to make or finance a loan to persons other than state or local government units, the County shall assure that not in excess of five percent (5%) of the Net Proceeds of the Bonds are used, directly or indirectly, for such purpose.

Section 5.5. No Arbitrage. The County shall not take, or permit or suffer to be taken, any action with respect to the Gross Proceeds of the Bonds which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Regulations.

ARTICLE VI

DEFEASANCE

Section 6.1. Release of Ordinance.

(a) If all of the Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the County under this Ordinance, and all other rights granted hereby shall cease and determine. Bonds shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances:

(i) If the Paying Agent shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Bonds or the interest thereon shall have occurred, and thereafter tender of such payment shall have been made, and the Paying Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(iii) If the County shall have deposited with the Paying Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of

the United States of America, which are not subject to redemption by the issuer prior to the date of maturity or redemption of the Bonds to be defeased, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on and prior to the maturity date or dates, or, if the County shall elect to redeem such Bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided by Section 2.6 hereof, on and prior to the redemption date or dates of such Bonds, as the case may be; or

(iv) If there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on the Bonds on the maturity thereof.

(b) In addition to the above requirements of paragraphs (i), (ii), (iii), or (iv), in order for this Ordinance to be discharged, all other fees, expenses and charges of the Fiscal Agents shall have been paid in full at such time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance, the Paying Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Paying Agent for the payment of the principal of, premium, if any, and interest on the Bonds, and to pay to the owners of Bonds the funds so held by the Paying Agent as and when such payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Fiscal Agents to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges and other disbursements and those of their respective attorneys, agents and employees, incurred on and about the administration of trusts by this Ordinance created and the performance of the powers and duties under this Ordinance of the Fiscal Agents.

Section 6.2. Deposit of Moneys. Any moneys which at any time shall be deposited with the Paying Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are hereby assigned, transferred, and set over to the Paying Agent in trust for the respective holders of such Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in such event, it shall be the duty of the Paying Agent to transfer such funds to the County.

Section 6.3. Notice of Release of Ordinance.

(a) In the event any of the Bonds are not to be redeemed within the sixty (60) days next succeeding the date the deposit required by Section 6.1(a) (iii) or (iv) is made, the County shall give the Paying Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of such Bonds at the addresses shown on the Books of Registry that (i) the deposit required by subparagraph (a) (iii) or (a)(iv) of Section 6.1 has been made with the Paying Agent, (ii) the Bonds are deemed to have been paid in accordance with this Article and stating such maturity or redemption dates upon which moneys are to be available for the payment of the principal of, premium, if any, and interest on the Bonds and (iii) stating whether the County has irrevocably waived its rights pursuant to the provisions of Section 2.2 of this Ordinance to redeem Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(b) The County covenants and agrees that any moneys which it shall deposit with the Paying Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Article, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Paying Agent to cause such notice of redemption to be given in its name and on its behalf.

ARTICLE VII

AMENDING AND SUPPLEMENTING OF ORDINANCE

Section 7.1. Amending and Supplementing of Ordinance Without Consent of Holders of Bonds.

(a) The County Council, from time to time and at any time and without the consent or concurrence of any holder of any Bond, may enact an ordinance amendatory hereof or supplemental hereto, if the provisions of such supplemental ordinance shall not materially adversely affect the rights of the holders of the Bonds then outstanding, for any one or more of the following purposes:

1. To make any changes or corrections in this Ordinance as to which the County Council shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Ordinance, or to insert in this Ordinance such provisions clarifying matters or questions arising under this Ordinance as are necessary or desirable;

2. To add additional covenants and agreements of the County for the purpose of further securing the payment of the Bonds;

3. To surrender any right, power or privilege reserved to or conferred upon the County by the terms of this Ordinance;

4. To grant or confer upon the bondholders any additional right, remedies, powers, authority or security that lawfully may be granted to or conferred upon them; or

5. To make such additions, deletions or modifications as may be necessary to assure compliance with Section 148(f) of the Code relating to required rebate to the United States or otherwise as may be necessary to assure the exclusion from gross income of interest on the Bonds for purposes of federal income taxation.

(b) The County shall not enact any supplemental ordinance authorized by the foregoing provisions of this Section unless in the opinion of counsel (which opinion may be combined with the opinion required by Section 7.4 hereof) the enactment of such supplemental ordinance is permitted by the foregoing provisions of this Section and the provisions of such supplemental ordinance do not adversely affect the rights of the holders of the Bonds then outstanding.

Section 7.2. Amending and Supplementing of Ordinance With Consent of Holders of Bonds.

(a) With the consent of the holders of not less than a majority in principal amount of the Bonds then outstanding the County Council from time to time and at any time may enact an ordinance amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Ordinance, or modifying or amending the rights and obligations of the County under this Ordinance, or modifying or amending in any manner the rights of the holders of the Bonds then outstanding; provided, however, that, without the specific consent of the holder of each such Bond which would be affected thereby, no supplemental ordinance amending or supplementing the provisions hereof shall: (i) change the fixed maturity date of any Bond or the dates for the payment of interest thereon or the terms of the redemption thereof, or reduce the principal amount of any Bond or the rate of interest thereon or the redemption price (or the redemption premium) payable upon the redemption or prepayment thereof; (ii) in any way limit or alter the pledge of the full faith, credit and taxing power as security for the Bonds as provided in Article III hereof; (iii) reduce the aforesaid percentage of Bonds, the holders of which are required to consent to any supplemental ordinance amending or supplementing the provisions of this Ordinance; or (iv) give to any Bond or Bonds any preference over any other Bond or Bonds secured hereby. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the holders of the Bonds of the enactment of any supplemental ordinance authorized by the provisions of Section 7.1 hereof.

(b) It shall not be necessary that the consents of the holders of the Bonds approve the particular form of wording of the proposed amendment or supplement or of the supplemental ordinance affecting such amending or supplementing hereof pursuant to this Section. The County

shall mail a notice at least once, not more than thirty (30) days after the effective date of such amendment or supplement of such amendment or supplement postage prepaid, to each holder of Bonds then outstanding at his address, if any, appearing upon the Books of Registry and to the Paying Agent, but failure to mail copies of such notice to any of the holders shall not affect the validity of the supplemental ordinance effecting such amendments or supplements or the consents thereto. Nothing in this paragraph contained, however, shall be construed as requiring the giving of notice of any amendment or supplement of this Ordinance authorized by Section 7.1 hereof. No action or proceeding to set aside or invalidate such supplemental ordinance or any of the proceedings for its enactment shall be instituted or maintained unless such action or proceeding is commenced within sixty (60) days after the mailing of the notice required by this paragraph.

Section 7.3. Notation Upon Bonds; New Bonds Issued Upon Amendments. Bonds delivered after the effective date of any action taken as provided in this Article may bear a notation as to such action, by endorsement or otherwise and in form approved by the County. In that case, upon demand of the holder of any Bond outstanding after such effective date and upon the presentation of the Bond for such purpose at the office of the Paying Agent, and at such additional offices, if any, as the County may select and designate for that purpose, a suitable notation shall be made on such Bond. If the County shall so determine, new Bonds, so modified as in the opinion of the County upon the advice of counsel to conform to the amendments or supplements made pursuant to this Article, shall be prepared, executed, and delivered, and upon demand of the holder of any Bond then outstanding shall be exchanged without cost to such holder for Bonds then outstanding, upon surrender of such outstanding Bonds.

Section 7.4. Effectiveness of Supplemental Ordinance. Upon the enactment (pursuant to this Article and applicable law) by the County Council of any supplemental ordinance amending or supplementing the provisions of this Ordinance and the delivery to the Paying Agent and the County Council of an opinion of bond counsel that such supplemental ordinance is in due form and has been duly enacted in accordance with the provisions hereof and applicable law and that the provisions thereof are valid and binding upon the County, or upon such later date as may be specified in such supplemental ordinance, (a) this Ordinance and the Bonds shall be modified and amended in accordance with such supplemental ordinance, (b) the respective rights, limitations of rights, obligations, duties, and immunities under this Ordinance of the County, the Fiscal Agents, and the holders of the Bonds shall thereafter be determined, exercised, and enforced under this Ordinance subject in all respects to such modifications and amendments, and (c) all of the terms and conditions of any such supplemental ordinance shall be a part of the terms and conditions of the Bonds and of this Ordinance for any and all purposes.

Section 7.5. Supplemental Ordinance Affecting Fiscal Agents. No supplemental ordinance changing, amending or modifying any of the rights, duties and obligations of any Fiscal Agent appointed by or pursuant to the provisions of this Ordinance may be enacted by the County Council or be consented to by the holders of the Bonds without written consent of such Fiscal Agent affected thereby.

ARTICLE VIII

CONCERNING THE FISCAL AGENTS

Section 8.1. Fiscal Agents; Appointment and Acceptance of Duties. The Paying Agent, the Bond Registrar, and the Authenticating Agent shall accept the duties and trusts imposed upon it by this Ordinance and shall agree in writing to perform such trusts but only upon the terms and conditions set forth in this Article VIII. Similarly, each financial institution appointed as a successor Paying Agent, Bond Registrar, or Authenticating Agent shall signify its acceptance of the duties and trusts imposed by this Ordinance by a written acceptance.

Section 8.2. Responsibilities of Fiscal Agents. The recitals of fact contained herein and in the Bonds shall be taken as the statements of the County and no Fiscal Agent shall be deemed to assume any responsibility for the correctness of the same except in respect of the authentication certificate of the Authenticating Agent endorsed on the Bonds. No Fiscal Agent shall be deemed to make any representations as to the validity or sufficiency of this Ordinance or of any Bonds or as to the security afforded by this Ordinance, and no Fiscal Agent shall incur any liability in respect thereof. No Fiscal Agent shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiscal Agent. No Fiscal Agent shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. No Fiscal Agent shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

Section 8.3. Evidence on Which Fiscal Agents May Act.

(a) Each Fiscal Agent, upon receipt of any notice, resolution, request, consent order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Ordinance, shall examine such instrument to determine whether it conforms to the requirements of this Ordinance and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiscal Agent may consult with counsel, who may or may not be counsel to the County, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Ordinance in good faith and in accordance therewith.

(b) Whenever any Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Ordinance, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of the County Supervisor/Chairman and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of

this Ordinance; but in its discretion the Fiscal Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(c) Except as otherwise expressly provided in this Ordinance any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the County to any Fiscal Agent shall be sufficiently executed if executed in the name of the County by the County Supervisor/Chairman.

Section 8.4. Compensation. The County shall pay to each Fiscal Agent from time to time reasonable compensation based on the pre-determined standard fee schedule of the Fiscal Agent for all services rendered under this Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Ordinance. Subject to the provisions of Section 8.2 hereof, the County further agrees to indemnify and save each Fiscal Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to its negligence or willful misconduct; provided, however, that any specific agreement between the County and a Fiscal Agent with respect to the compensation of such Fiscal Agent shall control the compensation to be paid to such Fiscal Agent.

Section 8.5. Certain Permitted Acts. Any Fiscal Agent may become the owner or underwriter of any Bonds, notes, or other obligations of the County, or conduct any banking activities with respect to the County, with the same rights it would have if it were not a Fiscal Agent. To the extent permitted by law, any Fiscal Agent may act as depository for and permit any of its officers or directors to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Ordinance.

Section 8.6. Resignation of Any Fiscal Agent. Any Fiscal Agent may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than sixty (60) days' written notice to the County and not less than thirty (30) days' written notice to the registered holders of the Bonds (as established by the Books of Registry) prior to the next succeeding Interest Payment Date, and such resignation shall take effect upon the date specified in such notice unless a successor shall have been appointed previously by the County pursuant to Section 8.8 hereof in which event such resignation shall take effect immediately upon the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

Section 8.7. Removal of Fiscal Agent. Any Fiscal Agent may be removed at any time by an instrument or concurrent instruments in writing, filed with the County and such Fiscal Agent, and signed by the registered owners representing a majority in principal amount of the Bonds then outstanding or their attorneys in fact duly authorized.

Section 8.8. Appointment of Successor Fiscal Agents.

(a) In case any Fiscal Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the County. Every such Fiscal Agent appointed pursuant to the provisions of this Section 8.8 shall be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing, within or outside the State of South Carolina, having a stockholders' equity of not less than \$100,000,000 if there be such an institution willing, qualified and able to accept the trust upon reasonable and customary terms.

(b) If in a proper case no appointment of a successor Fiscal Agent shall be made by the County pursuant to the foregoing provisions of this Section 8.8 within forty-five (45) days after any Fiscal Agent shall have given to the County written notice as provided in Section 8.6 hereof or after a vacancy in the office of such Fiscal Agent shall have occurred by reason of its removal or inability to act, the former Fiscal Agent or any registered owner may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor.

Section 8.9. Transfer of Rights and Property to Successor. Any successor Fiscal Agent appointed under this Ordinance shall execute, acknowledge and deliver to its predecessor, and also to the County, an instrument accepting such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Fiscal Agent, with like effect as if originally named in such capacity; but the Fiscal Agent ceasing to act shall nevertheless, at the request of the County, or at the written request of the successor Fiscal Agent, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Fiscal Agent all the right, title, and interest of the predecessor Fiscal Agent in and to any property held by it under this Ordinance, and shall pay over, assign, and deliver to the successor Fiscal Agent any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the County be required by such successor Fiscal Agent for more fully and certainly vesting in and confirming to such successor any such estates, rights, powers, and duties, any and all such deeds, conveyances, and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged, and delivered by the County. Any such successor Fiscal Agent shall promptly notify the other Fiscal Agents, if any, of its appointment as Fiscal Agent.

Section 8.10. Merger or Consolidation. Any corporation into which any Fiscal Agent may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which it may be party or any corporation to which any Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such corporation shall be a bank or trust company organized under the laws of the United States of America or any state thereof, and shall be authorized by law to perform all the duties imposed upon it by this Ordinance, shall be the successor to such Fiscal Agent without the execution or filing of any paper or the performance of any further act.

Section 8.11. Adoption of Authentication. In case any of the Bonds contemplated to be issued under this Ordinance shall have been authenticated but not delivered, any successor Authenticating Agent may adopt the certificate of authentication of any predecessor Authenticating Agent so authenticating such Bonds and deliver such Bonds so authenticated. In case any such Bonds shall not have been authenticated, any successor Authenticating Agent may authenticate such Bonds in the name of the predecessor Authenticating Agent or in the name of the successor Authenticating Agent, and in all such cases such certificate shall be of full force and effect.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Execution of Closing Documents and Certificates. The County Supervisor/Chairman of County Council, Clerk to County Council and all other officers and employees of the County are fully authorized and empowered to take such further action and to execute and deliver such closing documents and certificates as may be necessary and proper in order to complete the issuance of the Bonds herein authorized and the action of such officers or any one or more of them in executing and delivering any of such documents, in such form as he or they shall approve, is hereby fully authorized.

Section 9.2. Vice Chairman May Act in Supervisor/Chairman's Absence; Acting Clerk May Act in Clerk's Absence. In the absence of the Supervisor/Chairman, the Vice Chairman is fully authorized to exercise all powers vested in the Chairman under this Ordinance. In the absence of the Clerk, the acting Clerk to the Council is fully authorized to exercise all powers and take all actions vested in the Clerk under this Ordinance.

Section 9.3. Official Statement. The County Council hereby authorizes the distribution of a Preliminary Official Statement (which may be distributed electronically) and the Official Statement of the County relating to the Bonds in the form of the Official Statement as the County Supervisor/Chairman upon the advice of bond counsel, approves. The County Supervisor/Chairman is authorized to deem the Preliminary Official Statement "final" for purposes of S.E.C. Reg. 15(c)(2)(12). The County Supervisor/Chairman is hereby authorized and directed to execute copies of the Official Statement and deliver the same to the Original Purchaser of the Bonds, which

execution and delivery shall be conclusive evidence of the approval of the Official Statement, and the County hereby authorizes the use of the Official Statement and the information contained therein in connection with the public offering and sale of the Bonds.

Section 9.4. Benefits of Ordinance Limited to the County and Holders of the Bonds. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the County and the holders of the Bonds, any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County and the holders from time to time of the Bonds as herein and therein provided.

Section 9.5. Ordinance Binding Upon Successors or Assigns of the County. All the terms, provisions, conditions, covenants, warranties and agreements contained in this Ordinance shall be binding upon the successors and assigns of the County and shall inure to the benefit of the holders of the Bonds.

Section 9.6. No Personal Liability. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained in this Ordinance or the Bonds, against any member of the County Council, any officer or employee, as such, in his or her individual capacity, past, present, or future, of the County, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance and the Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer, or employee as such, past, present, or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the bondholders or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of members, officers, and employees of the County under the provisions contained in this Section shall survive the termination of this Ordinance.

Section 9.7. Effect of Saturdays, Sundays and Legal Holidays. Whenever this Ordinance requires any action to be taken on a Saturday, Sunday, legal holiday, or bank holiday in the State of South Carolina or in a state where the office of any Fiscal Agent is located, such action shall be taken on the first business day occurring thereafter. Whenever in this Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, legal holiday, or bank holiday in the State of South Carolina or in

a state where the office of any Fiscal Agent is located, such time shall continue to run until midnight on the next succeeding business day.

Section 9.8. Partial Invalidity.

(a) If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the County or any Fiscal Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds, but the holders of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

(b) If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 9.9. Continuing Disclosure.

(a) Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the Issuer covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (i) an annual audit of the County within thirty (30) days of the County's receipt thereof, and (ii) event specific information, within thirty (30) days of an event adversely affecting more than five percent (5%) of the County's revenue or tax base.

(b) The County hereby covenants and agrees for the benefit of the holders of the Bonds that it will execute and deliver the Continuing Disclosure Certificate to the Original Purchaser on the Closing Date and that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Ordinance, any holder of any Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this paragraph.

Section 9.10. Law and Place of Enforcement of the Ordinance. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina and all suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in the State.

Section 9.11. Effect of Article and Section Headings and Table of Contents. The heading or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Ordinance.

Section 9.12. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County Council, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 9.13. Codification. This Ordinance shall be forthwith codified in the Code of Oconee County Ordinances in the manner required by law and the name shall be indexed under the general heading "Bond Issue \$8,000,000 General Obligation Bonds, Series 2000."

Section 9.14. Effectiveness of this Ordinance. This Ordinance shall become effective upon receiving third reading.

Enacted this _____ day of _____, 2000.

OCONEE COUNTY, SOUTH CAROLINA

Attest:

Supervisor/Chairman, County Council

Clerk to Council

Date of First Reading: _____, 2000
Date of Second Reading: _____, 2000
Public Hearing: _____, 2000
Date of Final Reading: _____, 2000

EXHIBIT A

The Bonds and the provisions for registration to be endorsed thereon shall be in substantially the following form:

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
OCONEE COUNTY
GENERAL OBLIGATION BOND, SERIES 2000

No. R-1

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
%			

Registered Holder:

Principal Amount:

DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, is justly indebted and, for the value received, hereby promises to pay to the registered holder named above, or registered assigns, the principal amount shown above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____, (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the interest rate per annum specified above until the County's obligation with respect to the payment of such principal amount shall be discharged. Interest on this Bond is payable _____ 1, 20__, and semiannually on _____ 1 and _____ 1 of each year thereafter until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____, (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereinafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

The terms and provisions of this Bond are continued on the reverse side hereof and such continued terms and provisions shall for all purposes have the same effect as though fully set forth at this place.

This Bond is one of an issue of bonds of like original date of issue, tenor, and effect, except as to number, denomination, date of maturity, date of authentication, rate of interest, registered owner, and redemption provisions, aggregating Eight Million Dollars (\$8,000,000), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended ("the County Bond Act"); Act No. 125 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1977; and Ordinance No. _____ duly adopted on _____, 2000, by the County Council of the County for the purpose of defraying the costs of constructing and equipping of a courthouse facility of the County (the "Project").

The Ordinance contains provisions defining terms; sets forth the terms and conditions upon which the covenants, agreements, and other obligations of the County made therein may be discharged at or prior to the maturity of this bond with provisions for the payment thereof in the manner set forth in the Ordinance; and sets forth the terms and conditions under which the Ordinance may be amended or modified with or without the consent of the owners of this bond. Reference is hereby made to the Ordinance, to all the provisions of which any owner of this bond by the acceptance hereof thereby assents.

The Bonds of this issue maturing on or prior to September 1, 2010 are not subject to redemption prior to maturity. The Bonds of this issue maturing subsequent to September 1, 2010, shall be subject to redemption on and after September 1, 2010, at the option of the County, in whole or in part at any time, but if in part, such maturities as designated by the County and by lot as to Bonds or portions of Bonds within a maturity (but only in integral multiples of \$5,000), at the redemption prices with respect to each Bond or portion thereof, expressed as a percentage of principal amount of the Bond to be redeemed, as set forth below, together, in each such case, with accrued interest to the date fixed for redemption:

<u>Redemption Period</u> <u>(both dates inclusive)</u>	<u>Redemption</u> <u>Prices</u>
September 1, 2010 to August 31, 2011	101.5%
September 1, 2011 to August 31, 2012	101%
September 1, 2012 and thereafter	100%

If Bonds are called for redemption prior to their maturity, notice of redemption, describing the bonds or portions of bonds to be redeemed and specifying the redemption date and place or places where amounts due upon redemption will be payable, must be given by the County by sending notice, by certified or registered mail, not less than thirty (30) days and not more than sixty (60) days prior to the redemption date, to the Registered Owner of each bond to be redeemed in whole or in part at the address shown on the Books of Registry. Failure to give notice by mail or any defect in any notice so mailed with respect to any bond shall not affect the validity of the proceedings for redemption as to bonds for which notice was properly given. Interest on the bonds or portions thereof to be redeemed shall cease to accrue from and after the redemption date specified in the notice, unless the County defaults in making due provision for the payment of the redemption price thereof.

All principal, interest, or other amounts due hereunder shall be payable only to the Registered Owner hereof. This bond may not be transferred except by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner of this bond. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name this bond shall be registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of, premium, if any, and interest on this bond shall be made only to or upon the order of the Registered Owner or his legal representative. All payments made in this manner shall be valid and effective to satisfy and discharge the liability of the County upon this bond to the extent of the sum or sums paid. No person other than the Registered Owner shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under this bond against the County. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in this bond as against a person (including the Registered Owner) other than the County, as in the case where Registered Owner is a trustee or nominee for two or more beneficial owners of an interest in this Bond.

The Bond Registrar shall not be required to exchange or transfer this bond (a) for the period beginning on the Regular Record Date and ending on the next succeeding interest payment date or (b) if this bond has been called for redemption.

For the payment hereof, both principal and interest, as they respectively mature, and for the creation of a sinking fund to aid in the retirement and payment thereof, the full faith, credit and taxing power of the County are irrevocably pledged, and there shall be levied and collected annually upon all taxable property in the County an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes.

This Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether

imposed for the purpose of general revenue or otherwise, except estate or other transfer and certain franchise taxes.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection annually upon all taxable property in the County of an ad valorem tax, without limitation as to rate or amount, sufficient to pay the principal and interest on this Bond as the same shall respectively mature and to create a sinking fund to aid in the retirement and payment thereof.

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Bond to be signed with the manual signature of the Supervisor/Chairman of the County Council, attested by the manual signature of the Clerk to Council, under the corporate seal of the County impressed, imprinted or reproduced hereon.

OCONEE COUNTY, SOUTH CAROLINA

Supervisor/Chairman, County Council

(SEAL)

ATTEST:

Clerk to Council

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the Bonds described in the within-mentioned Ordinance of Oconee County, South Carolina.

_____ as Registrar

_____ Authorized Officer

ASSIGNMENT

For value received, _____ hereby sells, assigns and transfers unto _____ the within-mentioned Bond and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the same on the books of registration in the office of the _____ as Registrar with full power of substitution in the premises.

_____ By:

_____ Dated:

_____ Signature Guaranteed: (Authorizing Officer)

Signature(s) must be guaranteed by an institution which is a participant in the Securities
NOTICE: The signature to this agreement must correspond with the name of the registered holder as it appears upon the face of the within Bond in every

Transfer Agents Medallion
Program ("STAMP") or similar
program.

particular, without alteration or enlargement or
any
change whatever.

EXHIBIT B

The Bonds shall be sold at public sale. A Notice of Sale in the form set forth below shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in *The Greenville News*, a newspaper having general circulation in the State of South Carolina, not less than seven (7) days prior to the date set for such sale.

The Notice shall be in substantially the following form:

**NOTICE OF SALE
\$8,000,000 GENERAL OBLIGATION BONDS, SERIES 2000,
OF OCONEE COUNTY
STATE OF SOUTH CAROLINA**

Notice is hereby given that sealed bids will be received by Oconee County, South Carolina (the "County"), for the purchase of all, but not a part, of the County's not exceeding \$8,000,000 General Obligation Bonds, Series 2000 (the "Bonds"), as more fully described herein. The bids will be received at the place and until the time specified below (unless postponed as described herein):

Time: _____, 2000
12:00 Noon

Place: Oconee County Council Chambers
415 S. Pine Street
Walhalla, South Carolina 29691-2145

Mailed Bids: All mailed bids should be enclosed in a sealed envelope marked on the outside "Proposal for Series 2000 General Obligation Bonds" addressed to:

County Supervisor/Chairman
Oconee County
415 S. Pine Street
Walhalla, South Carolina 29691-2145
Telephone: (864) 638-4235

Bids Sent by
Hand Delivery: Hand delivery of bids will be accepted at the address set forth above. The Finance Director will not act as agent or intermediary for potential bidders.

Bids Sent by
Facsimile: Bids may be sent by facsimile received at (864) 638-4241. Bids sent by facsimile transmission will be considered timely only if transmission and printing are complete by 12:00 Noon, EST, on _____, 2000. (Please be advised that there is a single fax machine connected to the number provided above.)

Either the County Supervisor/Chairman or his designee will publicly open and read the bids at the time, place and date set forth above. Unless all bids are rejected, the Bonds will be awarded to the bidder offering the lowest net interest cost to the County.

Bonds: The Bonds will be issued in fully registered form; will be dated _____ 1, 2000; will be in denominations of \$5,000 each or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; and will mature serially in successive annual installments on September 1 in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2002	\$260,000	2010	\$500,000
2003	345,000	2011	530,000
2004	365,000	2012	560,000
2005	385,000	2013	590,000
2006	405,000	2014	625,000
2007	425,000	2015	655,000
2008	455,000	2016	695,000
2009	475,000	2017	730,000

The Bonds will bear interest from the date thereof payable September 1, 2001 and semiannually on September 1 and March 1 of each year thereafter. The Bonds will initially be issued in book-entry only form.

Good Faith Check: Each proposal shall be accompanied by a certified check or cashier's check drawn upon an incorporated bank or trust company in the amount of \$160,000 payable unconditionally to the Oconee County Treasurer, or in lieu of the good faith check, a bidder may use the SureBid System. The check of the successful bidder shall be applied as part payment for the Bonds or to secure the County for any loss due to the failure of such bidder to comply with the terms of his bid. Checks of unsuccessful bidders will be returned promptly. No interest will be allowed on the good faith check.

ORDINANCE NO. _____

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING FOUR MILLION, ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$4,115,000) OCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BONDS, SERIES 2000; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

As an incident to the enactment of this Ordinance and the issuance of the bonds provided for herein, the County Council of Oconee County, South Carolina (hereinafter called the "County Council"), the governing body of Oconee County, South Carolina (hereinafter called the "County"), and the body to which is delegated the administrative duties of the County, finds that the facts set forth herein exist and the statements made with respect thereto are true and correct.

WHEREAS, by virtue of the County Bond Act (Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended) as amended and continued by Act No. 125 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1977 (the County Bond Act, as so amended and continued, being hereinafter called the "Enabling Act"), County Council is authorized to issue general obligation bonds of the County for the purpose of defraying the cost of any purpose for which the County may, under applicable constitutional provisions, issue bonds or levy taxes, and for any amount not exceeding the constitutional debt limit applicable to the County; and

WHEREAS, pursuant to the authorizations of Article X of the Constitution and the Enabling Act, the County Council desires to obtain funds for the purpose of defraying the costs of construction of an additional 41 nursing home beds to the Lila Doyle Nursing Care Facility including necessary equipment and furnishings (the "Project"); and

WHEREAS, the County Bond Act requires that an election be held prior to the issuance of general obligation bonds. Act No. 125 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1977 ("Act No. 125"), provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X, then in every such instance no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

NOW, THEREFORE, on the basis of the foregoing authorizations and for the purpose of raising the sum of not exceeding Four Million, One Hundred Fifteen Thousand and no/100 Dollars

(\$4,115,000) to be expended for the purpose set forth above, the County Council enacts this Ordinance to effect the issuance and sale of not exceeding \$4,115,000 of general obligation bonds of the County authorized by the Enabling Act.

ARTICLE 1

DEFINITIONS

Section 1.1. Defined Terms. The terms defined in this Article (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Ordinance shall have the respective meanings specified in this Article.

"Authenticating Agent" shall mean the authenticating agent designated pursuant to Section 2.10 hereof.

"Bonds" shall mean Oconee County, South Carolina, General Obligation Bonds, Series 2000, authorized to be issued hereunder in the aggregate principal amount of not exceeding Four Million, One Hundred Fifteen Thousand Dollars (\$4,115,000).

"Bond Registrar" shall mean the bond registrar designated pursuant to the provisions of Section 2.11 hereof.

"Books of Registry" shall mean the registration books maintained by the Bond Registrar in accordance with Section 2.11 hereof.

"Clerk" shall mean the Clerk to the County Council or, in his or her absence, the acting clerk.

"Closing Date" shall mean the date upon which there is an exchange of the Bonds for the proceeds representing the purchase price of the Bonds by the Original Purchaser.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Construction Fund" shall mean the County Bond Construction Fund established pursuant to the provisions of Section 4.2 hereof.

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

"County Council" shall mean the County Council of Oconee County, South Carolina, and any successor governing board of the County.

"County Supervisor/Chairman" shall mean the County Supervisor/Chairman of County Council.

"Debt Service" shall mean the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Enabling Act" shall mean the County Bond Act (Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended) as amended and continued by Act No. 125 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1977.

"Fiscal Agents" shall mean the Paying Agent, the Bond Registrar and the Authenticating Agent.

"Gross Proceeds" shall mean the sum of the following amounts:

- (i) original proceeds, namely, net amounts received by or for the County as a result of the sale of the Bonds, excluding original proceeds which become transferred proceeds (determined in accordance with applicable Regulations) of obligations issued to refund in whole or in part the Bonds;
- (ii) investment proceeds, namely, amounts received at any time by or for the County, such as interest and dividends, resulting from the investment of any original proceeds (as referenced in clause (i) above) or investment proceeds (as referenced in this clause (ii)) in Nonpurpose Investments, increased by any profits and decreased (if necessary, below zero) by any losses on such investments, excluding investment proceeds which become transferred proceeds (determined in accordance with applicable Regulations) of obligations issued to refund in whole or in part the Bonds;
- (iii) sinking fund proceeds, namely, amounts, other than original proceeds or investment proceeds (as referenced in clauses (i) and (ii) above) of the Bonds, which are held in the Sinking Fund Account and any other fund to the extent that the County reasonably expects to use such other fund to pay Debt Service on the Bonds;
- (iv) Investment Property pledged as security for payment of Debt Service on the Bonds by the County;
- (v) amounts, other than as specified in this definition, used to pay Debt Service on the Bonds; and
- (vi) amounts received as a result of investing amounts described in this definition.

"Interest Payment Date" shall mean any September 1 or March 1, commencing September 1, 2001.

"Investment Property" shall mean any security (as such term is defined in Section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract or investment-type property, excluding, however, obligations (i) the interest on which is excluded from gross income, under Section 103 of the Code, for federal income tax purposes and (ii) which are not "specified private activity bonds" as defined in Section 57(a)(5)(C) of the Code.

"Net Proceeds," when used with reference to the Bonds, shall mean the face amount of the Bonds, plus accrued interest and premium, if any, less original issue discount.

"Nonpurpose Investment" shall mean any Investment Property which is acquired with the Gross Proceeds of the Bonds and is not acquired in order to carry out the governmental purpose of the Bonds.

"Ordinance" shall mean this Ordinance as from time to time amended or supplemented by one or more supplemental ordinances enacted in accordance with the provisions of Article VII hereof.

"Original Purchaser" shall mean the first purchaser of the Bonds from the County.

"Paying Agent" shall mean the paying agent designated pursuant to Section 2.9 hereof.

"Private Business Use" shall mean use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

"Project" shall mean the construction for an additional 41 nursing home beds to the Lila Doyle Nursing Care Facility including necessary equipment and furnishings.

"Regulations" shall mean temporary and permanent regulations promulgated under the Code.

"Sinking Fund Account" shall mean the sinking fund account established and held by the County designed to provide for the payment of the principal of, premium, if any, and interest on the Bonds, as the same respectively fall due.

"Yield" shall mean that yield which, when used in computing the present worth of all payments of principal and interest (or other payments in the case of Nonpurpose Investments which require payments in a form not characterized as principal and interest) on a Nonpurpose Investment or on the Bonds produces an amount equal to the purchase price of such Nonpurpose Investment or the Bonds, all computed as prescribed in applicable Regulations.

Section 1.2. General Rules of Interpretation.

(a) Articles, Sections, and Paragraphs mentioned by number are the respective articles, sections, and paragraphs of this Ordinance so numbered.

(b) Except as otherwise expressly provided or unless the context otherwise requires, words importing persons include firms, associations, and corporations, and the masculine includes the feminine and the neuter.

(c) Words importing the redemption or redeeming or calling for redemption of a bond do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

(d) Words importing the singular number include the plural number and *vice versa*.

ARTICLE II

ISSUANCE OF BONDS

Section 2.1. Authorization of Bonds, Denominations, and Maturities. Pursuant to the provisions of the Enabling Act and for the purposes of defraying the costs of the Project, there shall be issued not exceeding Four Million, One Hundred Fifteen Thousand and no/100 Dollars (\$4,115,000.00) of general obligation bonds of the County. The Bonds shall be designated "Oconee County, South Carolina, General Obligation Bonds, Series 2000". The Bonds shall be originally dated the first day of the month in which the Bonds are sold (the "Dated Date"), shall be in fully-registered form, shall be in denominations of Five Thousand and no/100 Dollars (\$5,000.00) each or any integral multiple thereof, may be numbered from R-1 upward, and shall mature on September 1 in annual series or installments, as follows:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
2001	\$ 115,000	2009	\$ 260,000
2002	180,000	2010	275,000
2003	185,000	2011	290,000
2004	200,000	2012	305,000
2005	210,000	2013	320,000
2006	220,000	2014	340,000
2007	235,000	2015	355,000
2008	245,000	2016	380,000

Section 2.2. Optional Redemption of Bonds. The Bonds maturing on or prior to September 1, 2008 are not subject to redemption prior to maturity. The Bonds maturing subsequent to September 1, 2008, shall be subject to redemption on and after September 1, 2008, at the option of the County, in whole or in part at any time, but if in part, in such maturities as designated by the County and by lot as to Bonds or portions of Bonds within a maturity (but only in integral multiples of \$5,000), at the redemption prices with respect to each Bond or portion thereof, expressed as a percentage of principal amount of the Bond to be redeemed, as set forth below, together, in each such case, with accrued interest to the date fixed for redemption:

<u>Redemption Period</u> <u>(both dates inclusive)</u>	<u>Redemption</u> <u>Prices</u>
September 1, 2008 to August 31, 2009	101%
September 1, 2009 to August 31, 2010	101.5%
September 1, 2010 and thereafter	100%

Section 2.3. Partial Redemption of Bond. In the event that only part of the principal amount of a Bond shall be called for redemption or prepaid, payment of the amount to be redeemed or prepaid shall be made only upon surrender of such Bond to the Paying Agent. Upon surrender of such Bond, the County shall execute and the Authenticating Agent shall authenticate and deliver to the holder thereof, at the office of the Authenticating Agent, or send to such holder by registered mail at his request, risk, and expense, a new fully-executed Bond or Bonds, of authorized denominations equal in aggregate principal amount to, and of the same maturity and interest rate as, the unredeemed portion of the Bond surrendered.

Section 2.4. Cancellation of Redeemed Bonds. All Bonds which have been redeemed shall be cancelled and either maintained or destroyed by the Paying Agent and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Paying Agent to the County upon the request of the County Supervisor/Chairman.

Section 2.5. Purchase of Bonds. The Paying Agent shall, if and to the extent practicable, endeavor to purchase Bonds or portions of Bonds at the written direction of the County at such time, in such manner, and at such price as may be specified by the County but in no event greater than the price equal to the then redemption price of such Bonds. The Paying Agent may so purchase Bonds with any moneys then held by the Paying Agent and available for the redemption or purchase of Bonds; provided, that any limitations or restrictions on such redemption or purchases contained in this Ordinance shall be complied with. The expenses of such purchase shall be deemed an expense of the Paying Agent to be paid by the County. The Paying Agent shall incur no liability for any purchase made in accordance with this Section or for its inability to effect such purchase in excess of the redemption price thereof.

Section 2.6. Notice of Redemption.

(a) Unless waived by any registered owner of any Bond to be redeemed, official notice of any such redemption shall be given by the County by mailing a copy of an official redemption notice by registered or certified mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of any Bond to be redeemed in whole or in part at the address shown on the Books of Registry or at such other address as is furnished in writing by such registered owner to the Bond Registrar. Failure to give notice by mail or any defect in any notice so mailed with respect to any Bond shall not affect the validity of the proceedings for such redemption for Bonds for which notice was properly given.

(b) All official notices of redemption shall be dated and shall state:

- (i) the redemption date,
- (ii) the redemption price,
- (iii) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (iv) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after that date, and
- (v) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office of the Paying Agent.

(c) Prior to any redemption date, the County shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date. Such deposit need not be made prior to mailing of official notices of redemption. In the event of a failure to make such deposit, all Bonds so called for redemption shall remain outstanding under the terms hereof.

(d) Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. If money shall not be available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption. Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or

prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be cancelled by the Paying Agent and shall not be reissued.

(e) In addition to the foregoing notice, further notice shall be given by the County as set out below, but no defect in the further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

(i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption and (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Each further notice of redemption shall be sent at least thirty-five (35) days before the redemption date by registered or certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds as may then be required under applicable securities law.

(iii) Each further notice shall be published one time in the Bond Buyer of New York, New York or, if such publication is impractical or unlikely to reach a substantial number of the registered owners of the Bonds, in some other financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Bonds, such publication to be made at least thirty (30) days prior to the date fixed for redemption.

(iv) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Section 2.7. Interest Rates on Bonds. The Bonds shall bear such rate or rates of interest, payable on the Interest Payment Dates, beginning September 1, 2001, as shall, at the sale of the Bonds, reflect the lowest net interest cost to the County, at a price of not less than par and accrued interest to the date of delivery, but:

(a) all Bonds of the same maturity shall bear the same rate of interest;

(b) no rate of interest shall be more than two per centum (2%) higher than the lowest rate of interest named;

(c) each interest rate named shall be a multiple of 1/20th or 1/8th of one per centum; and

(d) any premium offered must be paid in cash as a part of the purchase price.

For the purposes of this Section 2.7, interest cost shall mean the aggregate of interest on all Bonds from the Dated Date of the Bonds until their respective maturities, less any sum named by way of premium.

Section 2.8. Medium of Payment. Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts.

Section 2.9. Place of Payments; Selection of Paying Agent. Principal and premium, if any, of the Bonds, when due, shall be payable at the office of such bank or trust company as may be agreed upon by the County Supervisor/Chairman and the successful purchasers at the sale thereof, or, in the event of a failure to agree, at the office of some bank or trust company to be designated by the County Supervisor (such bank or trust company herein referred to as the "Paying Agent"). Interest on any Bond shall be payable on each Interest Payment Date by check or draft mailed to the person in whose name such Bond is registered at the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the Regular Record Date) by the Paying Agent.

Section 2.10. Execution of Bonds; Designation of Authenticating Agent. The Bonds shall be executed in the name of the County by the manual or facsimile signature of the Supervisor/Chairman of the County Council and attested by the manual or facsimile signature of the Clerk to the County Council. The Bonds shall be authenticated by the manual signature of an authorized officer of such bank or trust company as may be agreed upon by the County Supervisor and the successful purchasers at the sale thereof or, in the event of a failure to agree, at a bank or trust company to be designated by the County Supervisor/Chairman (the "Authenticating Agent"), and the seal of the County shall be impressed or reproduced on each Bond. Any facsimile signature appearing on the Bonds may be those of the officers who are in office on the date of the enactment of this Ordinance. The Bonds shall be executed in respect of any manual signature by the person or persons holding office when such Bonds are ready for delivery. The execution of the Bonds in this fashion shall be valid and effectual notwithstanding changes in the personnel of any of the above offices subsequent to their execution. No Bond shall be of any force and effect unless and until authenticated by an authorized officer of the Authenticating Agent.

Section 2.11. Form of Bonds; Designation of Bond Registrar.

(a) The Bonds shall be issued in fully-registered form, and all principal, interest or other amounts due thereunder shall be payable only to the registered owner thereof. The bond registrar shall be such bank or trust company as may be agreed upon by the County Supervisor and the successful purchasers at the sale thereof or, in the event of a failure to agree, a bank or trust company to be designated by the County Supervisor/Chairman (the "Bond Registrar") and the County Council hereby directs the Bond Registrar to maintain, at the County's expense, the Books of Registry for the registration or transfer of the Bonds.

(b) The form of the Bonds and assignment provisions to be endorsed thereon shall be substantially as set forth in Exhibit A attached hereto and made a part of this Ordinance.

(c) A copy of the approving legal opinion to be rendered shall be printed on the back of each Bond, and preceding the same, a certificate of authentication shall appear, which shall be signed on behalf of the County by a facsimile of the signature of the Clerk to the County Council. The certificate of authentication shall be in form substantially as follows:

"IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete legal opinion of Messrs. Haynsworth, Marion, McKay & Guérard, L.L.P., Attorneys and Counsellors at Law, Greenville, South Carolina, the original of which was manually executed, dated, and issued as of the date of the delivery of and payment for the Bonds, and a copy of which is on file with the Paying Agent.

OCONEE COUNTY,
SOUTH CAROLINA

By: _____

Clerk to County Council

Section 2.12. Registration and Transfers of Bonds; Persons Treated as Owners.

(a) Each Bond shall be fully-registered and no Bond may be transferred except by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such registered Bond or Bonds, the County shall execute and the Authenticating Agent shall authenticate and deliver, subject to the provisions of Section 2.15 hereof, in the name of the transferee, a new

registered Bond or Bonds of the same aggregate principal amount as the unpaid principal amount of the surrendered Bond or Bonds.

(b) Any bondholder requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on such Bonds shall be made only to or upon the order of the registered owner or his legal representative. All such payments shall be valid and effective to satisfy and discharge the liability of the County upon such Bond to the extent of the sum or sums so paid. No person other than the registered owner shall have any right to receive payments, pursue remedies, enforce obligations or exercise or enjoy any other rights under any Bond against the County. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in any Bond as against a person (including the registered owner) other than the County, as in the case where the registered owner is a trustee or nominee for two or more beneficial owners of an interest in any Bond.

(c) The Bond Registrar shall not be required to exchange or transfer such Bond or portion of Bond (i) for the period beginning on the Regular Record Date and ending on the next succeeding Interest Payment Date or (ii) if such Bond has been called for redemption.

Section 2.13. Mutilated, Lost, or Stolen Bonds. In the event any Bond is mutilated, lost, stolen, or destroyed, the County may execute and the Authenticating Agent may authenticate a new Bond of like date, maturity, interest rate, and denomination, as that mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Paying Agent, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the County and the Paying Agent evidence of such loss, theft, or destruction, satisfactory to the County and the Paying Agent, together with indemnity satisfactory to them, provided that in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the County may pay the same without surrender thereof. The County, the Paying Agent, and the Authenticating Agent may charge the holder or owner of such Bond with their reasonable fees and expenses in this connection.

Section 2.14. Exchange of Bonds. Subject to the provisions of Section 2.12 hereof, the Bonds, upon surrender thereof to the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his duly authorized attorney, may, at the option of the registered owner thereof, and upon payment by such registered owner of any charges which the Paying Agent, the Authenticating Agent or the Bond Registrar may make as provided in Section 2.15 hereof, be exchanged for a principal amount of Bonds of any other authorized denominations equal to the unpaid principal amount of surrendered Bonds.

Section 2.15. Regulations with Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging or transferring the Bonds is exercised, the County shall execute and the Authenticating Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Paying Agent. There shall be no charge for such exchange or transfer of the Bonds except that the Paying Agent, the Bond Registrar, and the Authenticating Agent may make a charge sufficient to reimburse them, or any of them, for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

Section 2.16. Temporary Bonds. The Bonds may be initially issued in temporary form, exchangeable for definitive Bonds to be delivered as soon as practicable. The temporary Bonds may be printed, lithographed, or typewritten, shall be of such denominations as may be determined by the County Council, shall be without coupons, and may contain such reference to any of the provisions of this Ordinance as may be appropriate. Every temporary Bond shall be executed by the County upon the same conditions and in substantially the same manner as the definitive Bonds. If the County issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds shall be surrendered for cancellation at the office of the Paying Agent and the Paying Agent shall deliver and exchange for such temporary Bonds an equal, aggregate principal amount of definitive Bonds of like aggregate principal amount and in authorized denominations of the same maturity or maturities and interest rate or rates. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Ordinance as definitive Bonds under this Ordinance.

Section 2.17 Book-Entry System Unless and until the book-entry-only system described in this Section 2.17 has been discontinued, the Bonds will be available only in book-entry form in principal amounts of \$5,000 or any integral multiple thereof. The Depository Trust Company, New York, New York ("DTC") will act as securities depository for the Bonds, and the ownership of one fully registered Bond for each maturity, each in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC.

Purchases of Bonds under the book-entry system may be made only through brokers and dealers who are, or act through, DTC Participants in accordance with rules specified by DTC. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's ownership interest in the Bonds. The ownership interest of each actual purchaser of a Bond (the "Beneficial Owner") will be recorded through the records of the DTC Participant or persons acting through DTC Participants (the "Indirect Participants"). Transfers of ownership interests in the Bonds will be accomplished only by book entries made by DTC and, in turn, by DTC Participants or Indirect Participants who act on behalf of the Beneficial Owners. Beneficial Owners of the Bonds will not receive nor have the right to receive physical delivery of Bonds, and will not be or be considered to be holders thereof under this Ordinance, except as specifically provided in the event the book-entry system is discontinued.

So long as Cede & Co., as nominee of DTC, is the registered owner of the Bonds, references in this Ordinance to the holders or registered owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners. The County and any Fiscal Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purpose of payment of the principal of or interest or premium, if any, on the Bonds, giving any notice permitted or required to be given to Bondholders under this Ordinance, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The County and any Fiscal Agent shall not have any responsibility or obligation to any DTC Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any DTC Participant, or any other person which is not shown on the registration books kept by the Registrar as being a holder, with respect to the accuracy of any records maintained by DTC or any DTC Participant; the payment by DTC or any DTC Participant of any amount in respect of the principal of or interest or premium, if any, on the Bonds; any notice which is permitted or required to be given to Bondholders thereunder or under the conditions to transfers or exchanges adopted by the County or any Fiscal Agent; or any consent given or other action taken by DTC as a holder.

Principal, premium, if any, and interest payments on the Bonds will be made to DTC or its nominee, Cede & Co., as registered owner of the Bonds. Payments by DTC Participants and Indirect Participants to Beneficial Owners of the Bonds will be the responsibility of such DTC Participants or Indirect Participants and not of DTC, any Fiscal Agent or the County.

While the book-entry system is used for the Bonds, the Fiscal Agent will give any notice of redemption or any other notice required to be given to holders of the Bonds only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Indirect Participant, or of any DTC Participant or Indirect Participant to notify any Beneficial Owner, of any such notice and its content and effect will not affect the validity of the redemption of the Bonds called for redemption or of any other action premised on such notice. Conveyance of notices and other communications by DTC or DTC Participants, by DTC Participants to Indirect Participants and in turn by DTC Participants and Indirect Participants to Beneficial Owners of the Bonds will be governed by arrangements among them.

Neither the County nor any Fiscal Agent will have any responsibility or obligation to such DTC Participants, or the persons for whom they act as nominees, with respect to payments actually made to DTC or its nominee, Cede & Co., as registered owner of the Bonds in book-entry form, or with respect to the providing of notice for the DTC Participants, the Indirect Participants, or the Beneficial Owners of the Bonds in book-entry form.

For every transfer and exchange of a beneficial ownership interest in the Bonds, a Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

DTC may determine to discontinue providing its service with respect to the Bonds at any time by giving notice to the County and discharging its responsibilities with respect thereto under applicable law. In addition, if the County determines that continuation of the system of book-entry-only transfers through DTC (or a successor securities depository) is not in the best interest of the Beneficial Owners of the Bonds or the County, the County may thereupon terminate the services of DTC with respect to the Bonds. Further, the County shall terminate the services of DTC with respect to the Bonds upon receipt by the County and each Fiscal Agent of written notice from DTC Participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Bonds, to the effect that: (i) DTC is unable to discharge its responsibilities with respect to the Bonds; or (ii) a continuation of the system of book-entry-only transfers of the Bonds is not in the best interest of the Beneficial Owners of the Bonds. If for any such reason the system of book-entry-only transfers through DTC is discontinued, Bond certificates will be delivered as described in this Ordinance in fully registered form in denominations of \$5,000 or any integral multiple thereof in the names of Beneficial Owners or DTC Participants; provided, however, that in the case of any such discontinuance (other than as described in clause (ii) of the preceding sentence) the County may within 90 days thereafter appoint a substitute securities depository which, in the County's opinion, is willing and able to undertake the functions of DTC upon reasonable and customary terms.

In the event the book-entry system is discontinued, the persons to whom Bond certificates are delivered will be treated as "holders" for all purposes of this Ordinance, including the giving to the County or any Fiscal Agent of any notice, consent, request or demand pursuant to this Ordinance for any purpose whatsoever. In such event, the Bonds will be transferable to such Bondholders, interest on the Bonds will be payable by check or draft of the Paying Agent, mailed to such holders, and the principal and redemption price of all Bonds will be payable at the principal corporate trust office of the Paying Agent.

ARTICLE III

SECURITY FOR BONDS

Section 3.1. Pledge of Full Faith, Credit, and Taxing Power. For the payment of the principal and interest on the Bonds as the same respectively mature, and for the creation of such sinking fund to aid in the retirement and payment thereof, the full faith, credit and taxing power of the County shall be irrevocably pledged, and there shall be levied annually by the Auditor of Oconee County, and collected by the Treasurer of Oconee County, in the same manner as other County taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County, sufficient to pay the principal and interest of the Bonds as they respectively mature, and to create such sinking fund as may be necessary therefor.

Section 3.2. Levy and Collection of Taxes. The Auditor and Treasurer of Oconee County, South Carolina shall be notified of this issue of Bonds and directed to levy and collect, respectively, upon all taxable property in the County, an annual tax, without limit, sufficient to meet the payment of the principal of and interest on the Bonds, as the same respectively mature, and to create such sinking fund as may be necessary therefor.

ARTICLE IV

SALE OF BONDS; DISPOSITION OF PROCEEDS OF SALE

Section 4.1. Sale of Bonds. The Bonds shall be sold at public sale, at not less than par and accrued interest to the date of delivery. Bids shall be received until such time and date and at such place, to be selected by the County Supervisor/Chairman. The Bonds shall be advertised for sale in:

The Greenville News, a newspaper having general circulation in the State of South Carolina;

which shall appear at least once, not less than seven (7) days before the date set for the sale. The form of the Notice, and the conditions of sale, shall be substantially those set forth in Exhibit B attached hereto and made a part and parcel hereof. The County Supervisor/Chairman is authorized to accept the lowest bid without further action of County Council provided the net interest rate does not exceed 7.00% per annum. At the discretion of the County Supervisor/Chairman, the bids for the Bonds may be received electronically.

Section 4.2. Disposition of Proceeds of Sale of Bonds.

(a) There is hereby created a separate bond account to be named the "County Bond Construction Fund" (the Construction Fund) to be held by the County. Various accounts may be established within the Construction Fund in order to comply with any requirements of federal or State law, including arbitrage rebate requirements.

(b) The proceeds derived from the sale of the Bonds issued pursuant to this Ordinance shall be deposited with the County, and shall be expended and made use of by the County Council as follows:

(i) Any accrued interest shall be applied to the payment of the first installment of interest to become due on the Bonds;

(ii) Any premium shall be applied to the payment of the first installment of principal of the Bonds; and

(iii) The remaining proceeds shall be used to defray the cost of issuing the Bonds and to pay the cost of the Project.

(c) Amounts in the Construction Fund shall be disbursed for costs and expenses of the Project upon the filing in the official records pertaining to the Construction Fund of a certificate describing such disbursement, setting forth the portion, if any, of the Net Proceeds of the Bonds to be used for a Private Business Use or to make or finance a loan to other than a state or local governmental unit and certifying that there has been compliance with Sections 5.3 and 5.4 of Article V hereof relating to the Private Business Use limitation and the private loan limitation. Investment earnings and profits on amounts in the Construction Fund shall be credited to the Construction Fund and applied to pay costs as set forth in this Section 4.2. Amounts, if any, remaining in the Construction Fund shall, upon receipt from the County certifying that no further amounts are required to be disbursed for costs and expenses of the Project, be (i) transferred into the Sinking Fund Account, shall be invested at a Yield not in excess of the Yield of the Bonds and shall be used for redemption of the Bonds on the earliest practicable date next succeeding the date of transfer, or (ii) upon receipt of an approving opinion of Bond Counsel, be applied to the next principal or interest payment. Thereafter the Construction Fund shall be closed.

(d) No purchaser or holder of the Bonds shall be liable for the proper application of the proceeds thereof.

ARTICLE V

TAX EXEMPTION OF BONDS

Section 5.1. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt from all state, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except estate or other transfer taxes and certain franchise taxes.

Section 5.2. Federal Guarantee Prohibition. The County shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code and the Regulations.

Section 5.3. Private Business Use Limitation. In the event any Net Proceeds of the Bonds is used for a Private Business Use, the County shall assure that (i) not in excess of ten percent (10%) of the Net Proceeds of the Bonds is used for Private Business Use if, in addition, the payment of more than ten percent (10%) of the principal or ten percent (10%) of the interest due on the Bonds during the term thereof is, under the terms of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be

derived from payments, whether or not to the County, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) in the event that both (a) in excess of five percent (5%) of the Net Proceeds of the Bonds is used for a Private Business Use, and (b) an amount in excess of five percent (5%) of the principal or five percent (5%) of the interest due on the Bonds during the term thereof is, under the terms of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for the Private Business Use or in payments in respect of property used or to be used for the Private Business Use or is to be derived from payments, whether or not to the County, in respect of property or borrowed money used or to be used for the Private Business Use, then the excess over five percent (5%) of Net Proceeds of the Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the facilities financed with the proceeds of the Bonds.

Section 5.4. Private Loan Limitation. In the event any Net Proceeds of the Bonds is used to make or finance a loan to persons other than state or local government units, the County shall assure that not in excess of five percent (5%) of the Net Proceeds of the Bonds are used, directly or indirectly, for such purpose.

Section 5.5. No Arbitrage. The County shall not take, or permit or suffer to be taken, any action with respect to the Gross Proceeds of the Bonds which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Regulations.

ARTICLE VI

DEFEASANCE

Section 6.1. Release of Ordinance.

(a) If all of the Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the County under this Ordinance, and all other rights granted hereby shall cease and determine. Bonds shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances:

(i) If the Paying Agent shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Bonds or the interest thereon shall have occurred, and thereafter tender of such payment shall have been made, and the Paying Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(iii) If the County shall have deposited with the Paying Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of

the United States of America, which are not subject to redemption by the issuer prior to the date of maturity or redemption of the Bonds to be defeased, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on and prior to the maturity date or dates, or, if the County shall elect to redeem such Bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided by Section 2.6 hereof, on and prior to the redemption date or dates of such Bonds, as the case may be; or

(iv) If there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on the Bonds on the maturity thereof.

(b) In addition to the above requirements of paragraphs (i), (ii), (iii), or (iv), in order for this Ordinance to be discharged, all other fees, expenses and charges of the Fiscal Agents shall have been paid in full at such time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance, the Paying Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Paying Agent for the payment of the principal of, premium, if any, and interest on the Bonds, and to pay to the owners of Bonds the funds so held by the Paying Agent as and when such payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Fiscal Agents to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges and other disbursements and those of their respective attorneys, agents and employees, incurred on and about the administration of trusts by this Ordinance created and the performance of the powers and duties under this Ordinance of the Fiscal Agents.

Section 6.2. Deposit of Moneys. Any moneys which at any time shall be deposited with the Paying Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are hereby assigned, transferred, and set over to the Paying Agent in trust for the respective holders of such Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in such event, it shall be the duty of the Paying Agent to transfer such funds to the County.

Section 6.3. Notice of Release of Ordinance.

(a) In the event any of the Bonds are not to be redeemed within the sixty (60) days next succeeding the date the deposit required by Section 6.1(a) (iii) or (iv) is made, the County shall give the Paying Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of such Bonds at the addresses shown on the Books of Registry that (i) the deposit required by subparagraph (a) (iii) or (a)(iv) of Section 6.1 has been made with the Paying Agent, (ii) the Bonds are deemed to have been paid in accordance with this Article and stating such maturity or redemption dates upon which moneys are to be available for the payment of the principal of, premium, if any, and interest on the Bonds and (iii) stating whether the County has irrevocably waived its rights pursuant to the provisions of Section 2.2 of this Ordinance to redeem Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(b) The County covenants and agrees that any moneys which it shall deposit with the Paying Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Article, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Paying Agent to cause such notice of redemption to be given in its name and on its behalf.

ARTICLE VII

AMENDING AND SUPPLEMENTING OF ORDINANCE

Section 7.1. Amending and Supplementing of Ordinance Without Consent of Holders of Bonds.

(a) The County Council, from time to time and at any time and without the consent or concurrence of any holder of any Bond, may enact an ordinance amendatory hereof or supplemental hereto, if the provisions of such supplemental ordinance shall not materially adversely affect the rights of the holders of the Bonds then outstanding, for any one or more of the following purposes:

1. To make any changes or corrections in this Ordinance as to which the County Council shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Ordinance, or to insert in this Ordinance such provisions clarifying matters or questions arising under this Ordinance as are necessary or desirable;

2. To add additional covenants and agreements of the County for the purpose of further securing the payment of the Bonds;

3. To surrender any right, power or privilege reserved to or conferred upon the County by the terms of this Ordinance;

4. To grant or confer upon the bondholders any additional right, remedies, powers, authority or security that lawfully may be granted to or conferred upon them; or

5. To make such additions, deletions or modifications as may be necessary to assure compliance with Section 148(f) of the Code relating to required rebate to the United States or otherwise as may be necessary to assure the exclusion from gross income of interest on the Bonds for purposes of federal income taxation.

(b) The County shall not enact any supplemental ordinance authorized by the foregoing provisions of this Section unless in the opinion of counsel (which opinion may be combined with the opinion required by Section 7.4 hereof) the enactment of such supplemental ordinance is permitted by the foregoing provisions of this Section and the provisions of such supplemental ordinance do not adversely affect the rights of the holders of the Bonds then outstanding.

Section 7.2. Amending and Supplementing of Ordinance With Consent of Holders of Bonds.

(a) With the consent of the holders of not less than a majority in principal amount of the Bonds then outstanding the County Council from time to time and at any time may enact an ordinance amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Ordinance, or modifying or amending the rights and obligations of the County under this Ordinance, or modifying or amending in any manner the rights of the holders of the Bonds then outstanding; provided, however, that, without the specific consent of the holder of each such Bond which would be affected thereby, no supplemental ordinance amending or supplementing the provisions hereof shall: (i) change the fixed maturity date of any Bond or the dates for the payment of interest thereon or the terms of the redemption thereof, or reduce the principal amount of any Bond or the rate of interest thereon or the redemption price (or the redemption premium) payable upon the redemption or prepayment thereof; (ii) in any way limit or alter the pledge of the full faith, credit and taxing power as security for the Bonds as provided in Article III hereof; (iii) reduce the aforesaid percentage of Bonds, the holders of which are required to consent to any supplemental ordinance amending or supplementing the provisions of this Ordinance; or (iv) give to any Bond or Bonds any preference over any other Bond or Bonds secured hereby. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the holders of the Bonds of the enactment of any supplemental ordinance authorized by the provisions of Section 7.1 hereof.

(b) It shall not be necessary that the consents of the holders of the Bonds approve the particular form of wording of the proposed amendment or supplement or of the supplemental ordinance affecting such amending or supplementing hereof pursuant to this Section. The County

shall mail a notice at least once, not more than thirty (30) days after the effective date of such amendment or supplement of such amendment or supplement postage prepaid, to each holder of Bonds then outstanding at his address, if any, appearing upon the Books of Registry and to the Paying Agent, but failure to mail copies of such notice to any of the holders shall not affect the validity of the supplemental ordinance effecting such amendments or supplements or the consents thereto. Nothing in this paragraph contained, however, shall be construed as requiring the giving of notice of any amendment or supplement of this Ordinance authorized by Section 7.1 hereof. No action or proceeding to set aside or invalidate such supplemental ordinance or any of the proceedings for its enactment shall be instituted or maintained unless such action or proceeding is commenced within sixty (60) days after the mailing of the notice required by this paragraph.

Section 7.3. Notation Upon Bonds; New Bonds Issued Upon Amendments. Bonds delivered after the effective date of any action taken as provided in this Article may bear a notation as to such action, by endorsement or otherwise and in form approved by the County. In that case, upon demand of the holder of any Bond outstanding after such effective date and upon the presentation of the Bond for such purpose at the office of the Paying Agent, and at such additional offices, if any, as the County may select and designate for that purpose, a suitable notation shall be made on such Bond. If the County shall so determine, new Bonds, so modified as in the opinion of the County upon the advice of counsel to conform to the amendments or supplements made pursuant to this Article, shall be prepared, executed, and delivered, and upon demand of the holder of any Bond then outstanding shall be exchanged without cost to such holder for Bonds then outstanding, upon surrender of such outstanding Bonds.

Section 7.4. Effectiveness of Supplemental Ordinance. Upon the enactment (pursuant to this Article and applicable law) by the County Council of any supplemental ordinance amending or supplementing the provisions of this Ordinance and the delivery to the Paying Agent and the County Council of an opinion of bond counsel that such supplemental ordinance is in due form and has been duly enacted in accordance with the provisions hereof and applicable law and that the provisions thereof are valid and binding upon the County, or upon such later date as may be specified in such supplemental ordinance, (a) this Ordinance and the Bonds shall be modified and amended in accordance with such supplemental ordinance, (b) the respective rights, limitations of rights, obligations, duties, and immunities under this Ordinance of the County, the Fiscal Agents, and the holders of the Bonds shall thereafter be determined, exercised, and enforced under this Ordinance subject in all respects to such modifications and amendments, and (c) all of the terms and conditions of any such supplemental ordinance shall be a part of the terms and conditions of the Bonds and of this Ordinance for any and all purposes.

Section 7.5. Supplemental Ordinance Affecting Fiscal Agents. No supplemental ordinance changing, amending or modifying any of the rights, duties and obligations of any Fiscal Agent appointed by or pursuant to the provisions of this Ordinance may be enacted by the County Council or be consented to by the holders of the Bonds without written consent of such Fiscal Agent affected thereby.

ARTICLE VIII

CONCERNING THE FISCAL AGENTS

Section 8.1. Fiscal Agents; Appointment and Acceptance of Duties. The Paying Agent, the Bond Registrar, and the Authenticating Agent shall accept the duties and trusts imposed upon it by this Ordinance and shall agree in writing to perform such trusts but only upon the terms and conditions set forth in this Article VIII. Similarly, each financial institution appointed as a successor Paying Agent, Bond Registrar, or Authenticating Agent shall signify its acceptance of the duties and trusts imposed by this Ordinance by a written acceptance.

Section 8.2. Responsibilities of Fiscal Agents. The recitals of fact contained herein and in the Bonds shall be taken as the statements of the County and no Fiscal Agent shall be deemed to assume any responsibility for the correctness of the same except in respect of the authentication certificate of the Authenticating Agent endorsed on the Bonds. No Fiscal Agent shall be deemed to make any representations as to the validity or sufficiency of this Ordinance or of any Bonds or as to the security afforded by this Ordinance, and no Fiscal Agent shall incur any liability in respect thereof. No Fiscal Agent shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiscal Agent. No Fiscal Agent shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. No Fiscal Agent shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

Section 8.3. Evidence on Which Fiscal Agents May Act.

(a) Each Fiscal Agent, upon receipt of any notice, resolution, request, consent order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Ordinance, shall examine such instrument to determine whether it conforms to the requirements of this Ordinance and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiscal Agent may consult with counsel, who may or may not be counsel to the County, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Ordinance in good faith and in accordance therewith.

(b) Whenever any Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Ordinance, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of the County Supervisor/Chairman and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of

this Ordinance; but in its discretion the Fiscal Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(c) Except as otherwise expressly provided in this Ordinance any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the County to any Fiscal Agent shall be sufficiently executed if executed in the name of the County by the County Supervisor/Chairman.

Section 8.4. Compensation. The County shall pay to each Fiscal Agent from time to time reasonable compensation based on the pre-determined standard fee schedule of the Fiscal Agent for all services rendered under this Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Ordinance. Subject to the provisions of Section 8.2 hereof, the County further agrees to indemnify and save each Fiscal Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to its negligence or willful misconduct; provided, however, that any specific agreement between the County and a Fiscal Agent with respect to the compensation of such Fiscal Agent shall control the compensation to be paid to such Fiscal Agent.

Section 8.5. Certain Permitted Acts. Any Fiscal Agent may become the owner or underwriter of any Bonds, notes, or other obligations of the County, or conduct any banking activities with respect to the County, with the same rights it would have if it were not a Fiscal Agent. To the extent permitted by law, any Fiscal Agent may act as depository for and permit any of its officers or directors to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Ordinance.

Section 8.6. Resignation of Any Fiscal Agent. Any Fiscal Agent may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than sixty (60) days' written notice to the County and not less than thirty (30) days' written notice to the registered holders of the Bonds (as established by the Books of Registry) prior to the next succeeding Interest Payment Date, and such resignation shall take effect upon the date specified in such notice unless a successor shall have been appointed previously by the County pursuant to Section 8.8 hereof in which event such resignation shall take effect immediately upon the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

Section 8.7. Removal of Fiscal Agent. Any Fiscal Agent may be removed at any time by an instrument or concurrent instruments in writing, filed with the County and such Fiscal Agent, and signed by the registered owners representing a majority in principal amount of the Bonds then outstanding or their attorneys in fact duly authorized.

Section 8.8. Appointment of Successor Fiscal Agents.

(a) In case any Fiscal Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the County. Every such Fiscal Agent appointed pursuant to the provisions of this Section 8.8 shall be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing, within or outside the State of South Carolina, having a stockholders' equity of not less than \$100,000,000 if there be such an institution willing, qualified and able to accept the trust upon reasonable and customary terms.

(b) If in a proper case no appointment of a successor Fiscal Agent shall be made by the County pursuant to the foregoing provisions of this Section 8.8 within forty-five (45) days after any Fiscal Agent shall have given to the County written notice as provided in Section 8.6 hereof or after a vacancy in the office of such Fiscal Agent shall have occurred by reason of its removal or inability to act, the former Fiscal Agent or any registered owner may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor.

Section 8.9. Transfer of Rights and Property to Successor. Any successor Fiscal Agent appointed under this Ordinance shall execute, acknowledge and deliver to its predecessor, and also to the County, an instrument accepting such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Fiscal Agent, with like effect as if originally named in such capacity; but the Fiscal Agent ceasing to act shall nevertheless, at the request of the County, or at the written request of the successor Fiscal Agent, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Fiscal Agent all the right, title, and interest of the predecessor Fiscal Agent in and to any property held by it under this Ordinance, and shall pay over, assign, and deliver to the successor Fiscal Agent any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the County be required by such successor Fiscal Agent for more fully and certainly vesting in and confirming to such successor any such estates, rights, powers, and duties, any and all such deeds, conveyances, and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged, and delivered by the County. Any such successor Fiscal Agent shall promptly notify the other Fiscal Agents, if any, of its appointment as Fiscal Agent.

Section 8.10. Merger or Consolidation. Any corporation into which any Fiscal Agent may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which it may be party or any corporation to which any Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such corporation shall be a bank or trust company organized under the laws of the United States of America or any state thereof, and shall be authorized by law to perform all the duties imposed upon it by this Ordinance, shall be the successor to such Fiscal Agent without the execution or filing of any paper or the performance of any further act.

Section 8.11. Adoption of Authentication. In case any of the Bonds contemplated to be issued under this Ordinance shall have been authenticated but not delivered, any successor Authenticating Agent may adopt the certificate of authentication of any predecessor Authenticating Agent so authenticating such Bonds and deliver such Bonds so authenticated. In case any such Bonds shall not have been authenticated, any successor Authenticating Agent may authenticate such Bonds in the name of the predecessor Authenticating Agent or in the name of the successor Authenticating Agent, and in all such cases such certificate shall be of full force and effect.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Execution of Closing Documents and Certificates. The County Supervisor/Chairman of County Council, Clerk to County Council and all other officers and employees of the County are fully authorized and empowered to take such further action and to execute and deliver such closing documents and certificates as may be necessary and proper in order to complete the issuance of the Bonds herein authorized and the action of such officers or any one or more of them in executing and delivering any of such documents, in such form as he or they shall approve, is hereby fully authorized.

Section 9.2. Vice Chairman May Act in Supervisor/Chairman's Absence; Acting Clerk May Act in Clerk's Absence. In the absence of the Supervisor/Chairman, the Vice Chairman is fully authorized to exercise all powers vested in the Chairman under this Ordinance. In the absence of the Clerk, the acting Clerk to the Council is fully authorized to exercise all powers and take all actions vested in the Clerk under this Ordinance.

Section 9.3. Official Statement. The County Council hereby authorizes the distribution of a Preliminary Official Statement (which may be distributed electronically) and the Official Statement of the County relating to the Bonds in the form of the Official Statement as the County Supervisor/Chairman upon the advice of bond counsel, approves. The County Supervisor/Chairman is authorized to deem the Preliminary Official Statement "final" for purposes of S.E.C. Reg. 15(c)(2)(12). The County Supervisor/Chairman is hereby authorized and directed to execute copies of the Official Statement and deliver the same to the Original Purchaser of the Bonds, which

execution and delivery shall be conclusive evidence of the approval of the Official Statement, and the County hereby authorizes the use of the Official Statement and the information contained therein in connection with the public offering and sale of the Bonds.

Section 9.4. Benefits of Ordinance Limited to the County and Holders of the Bonds. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the County and the holders of the Bonds, any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County and the holders from time to time of the Bonds as herein and therein provided.

Section 9.5. Ordinance Binding Upon Successors or Assigns of the County. All the terms, provisions, conditions, covenants, warranties and agreements contained in this Ordinance shall be binding upon the successors and assigns of the County and shall inure to the benefit of the holders of the Bonds.

Section 9.6. No Personal Liability. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained in this Ordinance or the Bonds, against any member of the County Council, any officer or employee, as such, in his or her individual capacity, past, present, or future, of the County, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance and the Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer, or employee as such, past, present, or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the bondholders or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of members, officers, and employees of the County under the provisions contained in this Section shall survive the termination of this Ordinance.

Section 9.7. Effect of Saturdays, Sundays and Legal Holidays. Whenever this Ordinance requires any action to be taken on a Saturday, Sunday, legal holiday, or bank holiday in the State of South Carolina or in a state where the office of any Fiscal Agent is located, such action shall be taken on the first business day occurring thereafter. Whenever in this Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, legal holiday, or bank holiday in the State of South Carolina or in

a state where the office of any Fiscal Agent is located, such time shall continue to run until midnight on the next succeeding business day.

Section 9.8. Partial Invalidity.

(a) If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the County or any Fiscal Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds, but the holders of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

(b) If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 9.9. Continuing Disclosure.

(a) Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the Issuer covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (i) an annual audit of the County within thirty (30) days of the County's receipt thereof, and (ii) event specific information, within thirty (30) days of an event adversely affecting more than five percent (5%) of the County's revenue or tax base.

(b) The County hereby covenants and agrees for the benefit of the holders of the Bonds that it will execute and deliver the Continuing Disclosure Certificate to the Original Purchaser on the Closing Date and that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Ordinance, any holder of any Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this paragraph.

Section 9.10. Law and Place of Enforcement of the Ordinance. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina and all suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in the State.

Section 9.11. Effect of Article and Section Headings and Table of Contents. The heading or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Ordinance.

Section 9.12. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County Council, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 9.13. Codification. This Ordinance shall be forthwith codified in the Code of Oconee County Ordinances in the manner required by law and the name shall be indexed under the general heading "Bond Issue \$4,115,000 General Obligation Bonds, Series 2000."

Section 9.14. Effectiveness of this Ordinance. This Ordinance shall become effective upon receiving third reading.

Enacted this _____ day of _____, 2000.

OCONEE COUNTY, SOUTH CAROLINA

Attest:

Supervisor/Chairman, County Council

Clerk to Council

Date of First Reading: _____, 2000
Date of Second Reading: _____, 2000
Public Hearing: _____, 2000
Date of Final Reading: _____, 2000

EXHIBIT A

The Bonds and the provisions for registration to be endorsed thereon shall be in substantially the following form:

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
OCONEE COUNTY
GENERAL OBLIGATION BOND, SERIES 2000

No. R-1

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
--------------------------------	--------------------------------	--------------------------------------	--------------

%

Registered Holder:

Principal Amount:

DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, is justly indebted and, for the value received, hereby promises to pay to the registered holder named above, or registered assigns, the principal amount shown above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____, (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the interest rate per annum specified above until the County's obligation with respect to the payment of such principal amount shall be discharged. Interest on this Bond is payable _____ 1, 20__, and semiannually on _____ 1 and _____ 1 of each year thereafter until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____, (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereinafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

The terms and provisions of this Bond are continued on the reverse side hereof and such continued terms and provisions shall for all purposes have the same effect as though fully set forth at this place.

This Bond is one of an issue of bonds of like original date of issue, tenor, and effect, except as to number, denomination, date of maturity, date of authentication, rate of interest, registered owner, and redemption provisions, aggregating Four Million, One Hundred Fifteen Thousand Dollars (\$4,115,000), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended ("the County Bond Act"); Act No. 125 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1977; and Ordinance No. ____ duly adopted on _____, 2000, by the County Council of the County for the purpose of defraying the costs of construction of an additional 41 nursing home beds to the Lila Doyle Nursing Care Facility including necessary equipment and furnishings (the "Project").

The Ordinance contains provisions defining terms; sets forth the terms and conditions upon which the covenants, agreements, and other obligations of the County made therein may be discharged at or prior to the maturity of this bond with provisions for the payment thereof in the manner set forth in the Ordinance; and sets forth the terms and conditions under which the Ordinance may be amended or modified with or without the consent of the owners of this bond. Reference is hereby made to the Ordinance, to all the provisions of which any owner of this bond by the acceptance hereof thereby assents.

The Bonds of this issue maturing on or prior to September 1, 2010 are not subject to redemption prior to maturity. The Bonds of this issue maturing subsequent to September 1, 2010, shall be subject to redemption on and after September 1, 2010, at the option of the County, in whole or in part at any time, but if in part, such maturities as designated by the County and by lot as to Bonds or portions of Bonds within a maturity (but only in integral multiples of \$5,000), at the redemption prices with respect to each Bond or portion thereof, expressed as a percentage of principal amount of the Bond to be redeemed, as set forth below, together, in each such case, with accrued interest to the date fixed for redemption:

Redemption Period (both dates inclusive)	Redemption Prices
September 1, 2008 to August 31, 2009	101%
September 1, 2009 to August 31, 2010	101.5%
September 1, 2010 and thereafter	100%

If Bonds are called for redemption prior to their maturity, notice of redemption, describing the bonds or portions of bonds to be redeemed and specifying the redemption date and place or places where amounts due upon redemption will be payable, must be given by the County by sending notice, by certified or registered mail, not less than thirty (30) days and not more than sixty (60) days prior to the redemption date, to the Registered Owner of each bond to be redeemed in whole or in part at the address shown on the Books of Registry. Failure to give notice by mail or any defect in any notice so mailed with respect to any bond shall not affect the validity of the proceedings for redemption as to bonds for which notice was properly given. Interest on the bonds or portions thereof to be redeemed shall cease to accrue from and after the redemption date specified in the notice, unless the County defaults in making due provision for the payment of the redemption price thereof.

All principal, interest, or other amounts due hereunder shall be payable only to the Registered Owner hereof. This bond may not be transferred except by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner of this bond. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name this bond shall be registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of, premium, if any, and interest on this bond shall be made only to or upon the order of the Registered Owner or his legal representative. All payments made in this manner shall be valid and effective to satisfy and discharge the liability of the County upon this bond to the extent of the sum or sums paid. No person other than the Registered Owner shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under this bond against the County. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in this bond as against a person (including the Registered Owner) other than the County, as in the case where Registered Owner is a trustee or nominee for two or more beneficial owners of an interest in this Bond.

The Bond Registrar shall not be required to exchange or transfer this bond (a) for the period beginning on the Regular Record Date and ending on the next succeeding interest payment date or (b) if this bond has been called for redemption.

For the payment hereof, both principal and interest, as they respectively mature, and for the creation of a sinking fund to aid in the retirement and payment thereof, the full faith, credit and taxing power of the County are irrevocably pledged, and there shall be levied and collected annually

upon all taxable property in the County an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes.

This Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except estate or other transfer and certain franchise taxes.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection annually upon all taxable property in the County of an ad valorem tax, without limitation as to rate or amount, sufficient to pay the principal and interest on this Bond as the same shall respectively mature and to create a sinking fund to aid in the retirement and payment thereof.

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Bond to be signed with the manual signature of the Supervisor/Chairman of the County Council, attested by the manual signature of the Clerk to Council, under the corporate seal of the County impressed, imprinted or reproduced hereon.

OCONEE COUNTY, SOUTH CAROLINA

Supervisor/Chairman, County Council

(SEAL)

ATTEST:

Clerk to Council

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the Bonds described in the within-mentioned Ordinance of Oconee County, South Carolina.

as Registrar

Authorized Officer

ASSIGNMENT

For value received, _____ hereby sells, assigns and transfers unto _____ the within-mentioned Bond and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the same on the books of registration in the office of the _____ as Registrar with full power of substitution in the premises.

Dated:

By: _____

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this agreement must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B

The Bonds shall be sold at public sale. A Notice of Sale in the form set forth below shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in *The Greenville News*, a newspaper having general circulation in the State of South Carolina, not less than seven (7) days prior to the date set for such sale.

The Notice shall be in substantially the following form:

NOTICE OF SALE
\$4,115,000 GENERAL OBLIGATION BONDS, SERIES 2000,
OF OCONEE COUNTY
STATE OF SOUTH CAROLINA

Notice is hereby given that sealed bids will be received by Oconee County, South Carolina (the "County"), for the purchase of all, but not a part, of the County's not exceeding \$4,115,000 General Obligation Bonds, Series 2000 (the "Bonds"), as more fully described herein. The bids will be received at the place and until the time specified below (unless postponed as described herein):

Time: _____, 2000
12:00 Noon

Place: Oconee County Council Chambers
415 S. Pine Street
Walhalla, South Carolina 29691-2145

Mailed Bids: All mailed bids should be enclosed in a sealed envelope marked on the outside "Proposal for Series 2000 General Obligation Bonds" addressed to:

County Supervisor/Chairman
Oconee County
415 S. Pine Street
Walhalla, South Carolina 29691-2145
Telephone: (864) 638-4235

Bids Sent by
Hand Delivery: Hand delivery of bids will be accepted at the address set forth above. The Finance Director will not act as agent or intermediary for potential bidders.

Bids Sent by
Facsimile: Bids may be sent by facsimile received at (864) 638-4241. Bids sent by facsimile transmission will be considered timely only if transmission and printing are complete by 12:00 Noon, EST, on _____, 2000. (Please be advised that there is a single fax machine connected to the number provided above.)

Either the County Supervisor/Chairman or his designee will publicly open and read the bids at the time, place and date set forth above. Unless all bids are rejected, the Bonds will be awarded to the bidder offering the lowest net interest cost to the County.

Bonds: The Bonds will be issued in fully registered form; will be dated _____ 1, 2000; will be in denominations of \$5,000 each or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; and will mature serially in successive annual installments on September 1 in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2001	\$ 15,000	2009	\$ 260,000
2002	180,000	2010	275,000
2003	185,000	2011	290,000
2004	200,000	2012	305,000
2005	210,000	2013	320,000
2006	220,000	2014	340,000
2007	235,000	2015	355,000
2008	245,000	2016	380,000

The Bonds will bear interest from the date thereof payable September 1, 2001 and semiannually on September 1 and March 1 of each year thereafter. The Bonds will initially be issued in book-entry only form.

Good Faith Check: Each proposal shall be accompanied by a certified check or cashier's check drawn upon an incorporated bank or trust company in the amount of \$160,000 payable unconditionally to the Oconee County Treasurer, or in lieu of the good faith check, a bidder may use the SureBid System. The check of the successful bidder shall be applied as part payment for the Bonds or to secure the County for any loss due to the failure of such bidder to comply with the terms of his bid. Checks of unsuccessful bidders will be returned promptly. No interest will be allowed on the good faith check.