

A G E N D A

OCONEE COUNTY COUNCIL MEETING - JULY 7, 1993

7:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes of Regular Meeting Held June 15, 1993
4. Approval of Minutes of Special Meeting Held June 22, 1993
5. Discussion of Problems Relating to Harbor Drive (WA126) - Ms. Diane Schember & Ms. Shirley Rudisill
6. Consideration of Bids for Chemical Spraying of County Roadways - Ms. Marianne Dillard, Purchasing Director
7. Second Reading of Ordinance 93-7, "An Ordinance Authorizing the Issuance and Sale of \$7,200,000 General Obligation Bonds, Series 1993, of Oconee County, South Carolina, for the Purpose of Defraying the Cost of Acquiring, By Construction and Purchase, Solid Waste Facilities and Equipment of County-Wide Benefit: Authorizing the Distribution of a Preliminary Official Statement and a Final Official Statement; Fixing the Form and Details of the Bonds; Authorizing the County Supervisor to Prescribe Certain Matters Relating to the Bonds; Providing for the Payment of the Bonds and the Disposition of the Proceeds Thereof; and Other Matters Relating Thereto"
8. Third & Final Reading of Ordinance 93-4, "An Ordinance to Provide for the Sale of Recyclable Materials Collected by Oconee County and to Prescribe the Manner of Such Sales and the Payment and Accounting Therefor"
9. Third & Final Reading of Ordinance 93-5, "An Ordinance to Provide for the Sale of Surplus Yard Waste, Mulch and Like Products by Oconee County and to Prescribe the Manner of Such Sales and the Payment and Accounting Therefor"
10. Old Business
11. New Business
12. Adjourn

6:45 PM Administrative Briefing
(All Meetings Open to Public)

MEMBERS, OCONEE COUNTY COUNCIL

M. Fran Burrell, District I Harrison E. Orr, District II
Michael E. Harper, District III Roy B. Strickland, District IV
Alton K. Williams, District V

The regular meeting of the Oconee County Council scheduled to be held July 6, 1993 was cancelled at the recommendation of the County Attorney due to the fact that it was advertised as being July 7, rather than July 6.

All Council Members and the County Attorney, the Council Clerk and Finance Director were present.

Members of the press notified: Journal Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WBFM Radio, WCCP Radio, WYFF TV & WLOS TV.

Press

Members of the press present: Dick Mangrum - WGOG Radio & Jim Hendren - Journal/Tribune.

OCONEE COUNTY BID TABULATION

BID FOR: Chemical Spraying of Roads DATE: June 10, 1993

BID NO: 92-39 LOCATION: Walhalla, SC TIME: 2:30

BIDDERS	Green Pastures, Inc.	University Lawn & Shrub	Palmetto Construction Co.		
Base Bid - Price Per Mile	\$330.00	\$390.00	\$638.00		

ATTENDING OPENING: Jim Smith, Public Buildings; Marianne Dillard, Jenny Peay - Oconee County Purchasing

BID FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

The Good Shepherd, Inc. D/B/A Green Pastures, Inc.
submits herewith our bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) listed below for _____
chemical spraying of County roads

Base Bid - Price Per Mile \$ 330.00

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

Delivery Date: July 14, 1993

BIDDING ORGANIZATION: Good Shepherd, Inc. D/B/A Green Pastures, Inc.

ADDRESS: P. O. Box 3621 Mars Hill Rd

CITY, STATE, ZIP CODE: Watkinsville, GA 30677

SIGNATURE OF BIDDERS REPRESENTATIVE: Garry Seitz

TITLE: President

DATE: May 31, 1993

TELEPHONE: 1-800-542-8918

BID FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

The UNIVERSITY LAWN & SHRUB CARE SERVICE, INC.

submits herewith our bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) listed below for chemical spraying of County roads

Base Bid - Price Per Mile

\$ 390.00

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: Your schedule

BIDDING ORGANIZATION: UNIVERSITY LAWN & SHRUB CARE SERVICE, INC.

ADDRESS: P. O. Box 4212

CITY, STATE, ZIP CODE: Spartanburg, S.C. 29305

SIGNATURE OF BIDDERS REPRESENTATIVE: 

TITLE: President

DATE: June 9, 1993

TELEPHONE: 803-578-8385

BID NO. 92-39

(Use this number on envelopes
and all related correspondences)

BID FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

The PALMETTO CONSTRUCTION COMPANY
submits herewith our bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) listed below for _____
chemical spraying of County roads

Base Bid - Price Per Mile

\$ 638⁰⁰

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

Delivery Date: WHEN REQUESTED

BIDDING ORGANIZATION: PALMETTO CONSTRUCTION COMPANY

ADDRESS: P. O. Box PO Box 484

CITY, STATE, ZIP CODE: ORANGEBURG SC 29116 0484

SIGNATURE OF BIDDERS REPRESENTATIVE: Judith Shuler

TITLE: President

DATE: 6/9/93

TELEPHONE: (803) 897-2794

OCONEE COUNTY PURCHASING DEPARTMENT

201 West Main Street
County Mail Room
Walhalla, SC 29691

Purchasing Agent
Marianne A. Dillard

TO: Oconee County Council
FROM: Marianne Dillard
DATE: 7-6-98

The following insurance claim has been received and the undersigned department head has requested that the amount of the claim be put back in his/her budget to help cover repairs and/or replacement of the damaged item(s).

Type of Claim: Auto insur
Items Damaged: 1990 Chevrolet (Deputy car)
How Damage Occured: Auto accident -
Other driver at fault
Reimbursement Amount: \$328.12
Repair/Replacement Amount: \$325.12
Line Item: 10-012-00200-02004

The department head understands that any deductible amounts not covered by the insurance will have to come out of his/her budget.

du Davis
Department Head Signature

County Council Approved

Date

Telephone
(803) 638-4141

AMENDED

OCONEE COUNTY COUNCIL

ORDINANCE 93-5

Oconee County Council, in session duly assembled, hereby adopts and proclaims the following Ordinance as hereinafter set forth:

TITLE: "THIS ORDINANCE SHALL BE KNOWN AS AN ORDINANCE TO PROVIDE FOR THE SALE OF SURPLUS YARD WASTE, MULCH AND LIKE PRODUCTS BY OCONEE COUNTY AND TO PRESCRIBE THE MANNER OF SUCH SALES AND THE PAYMENT AND ACCOUNTING THEREFOR."

SECTION I: PURPOSE

WHEREAS, the South Carolina Solid Waste Policy and Management Act of 1991, as codified in Section 44-96-10, et. seq., Code of Laws of South Carolina (1976), as amended, prohibits the disposal of yard waste in a municipal solid waste landfill after May 27, 1993; and

WHEREAS, in order to comply with the requirements of the aforementioned Act, Oconee County has purchased a "tub grinder" for the purpose of converting certain yard waste into mulch; and

WHEREAS, the governing body of Oconee County recognizes that there may be, from time to time, surplus yard waste and/or mulch or other like products available for sale by Oconee County at such locations as designated by Oconee County, and that it is desirable that a method for such sales, priorities of customers seeking to acquire such products and the method of payment and accounting for such sales to be provided; and

WHEREAS, it is recognized by the governing body of Oconee County that "supply and demand", will regulate the selling price of such mulch and other products.

SECTION II: AVAILABILITY

Only "surplus" yard waste, mulch and like products will be available for sale to other parties. ~~It is meant such products manufactured in excess of that needed by Oconee County and other governmental entities, to include the foreseeable present and future needs of Oconee County and other governmental entities, including a reasonable stock pile. No such yard waste, mulch or other product shall be sold or offered for sale unless the supply available is declared to be surplus by the Supervisor of Oconee County, or his/her designee who shall evidence his declaration of availability by execution in writing and such authorization shall be given on such a schedule as is determined to be practical and appropriate by the Supervisor of Oconee County. In addition thereto, the Supervisor may, when the amount of such products available for resale is limited, impose a limitation as to an~~

amount that a customer may purchase so as to make such products available to the largest number of citizens of the county who may desire to make such purchases as is reasonable and practical.

SECTION III: PRIORITIES

When the Supervisor of Oconee County declares the existence of "surplus" as defined herein of yard waste, mulch or other like products, so that the same may be offered for sale, the sale to such persons, firms, corporations or entities seeking to purchase said materials shall be on a "first come, first served" basis.

SECTION IV: OPERATION OF MULCHING FACILITY

There shall be kept and maintained a log of all yard waste, mulch and like products taken from Oconee County premises regardless of the use to which said products is assigned. This log shall include the estimated cubic yards of the load, if the same is for county use, the designated truck which removes same from the site and its destination and the name of the customer if the same is declared to be surplus and sold pursuant to the terms of this Ordinance.

SECTION V: SALES, PAYMENT, AND ACCOUNTING

A. The sale of surplus yard waste, mulch and other related products produced by Oconee County to persons, firms, corporations or other entities shall be based upon the availability of the products sought to be purchased according to the priorities established herein and shall be for cash at the time of purchase.

B. Accounting records of the sales of surplus products as provided herein shall be kept as required by the Oconee County Supervisor through the Office of Finance in accordance with generally accepted accounting standards.

C. Such surplus yard waste, mulch or other like products shall be offered for sale at a price to be determined and set by Resolution of the Oconee County Council.

D. If and when county equipment is available for the loading of surplus mulch and other like products, said products may be loaded by county equipment for such an additional charge in an amount to be determined and set by Resolution of the Oconee County Council, provided that all such products shall be hauled and carried away by the purchaser of same and no county equipment may be used in the transportation of such materials or the unloading of the same at the point of destination.

SECTION VI: WARRANTIES

All persons, firms, corporations or entities purchasing surplus yard waste, mulch or other related products from Oconee County shall do so after being informed by appropriate printing on

the proof of purchase to be supplied by the Treasurer of Oconee County that such sale is free from any warranty, expressed or implied, as to the fitness, suitability, quality, or character of the product being purchased. In addition, no liability shall attach to Oconee County by reason of damage to any truck or other vehicle supplied by the purchaser to haul the materials occasioned by the negligence of the county or any of its employees or agents, and that such purchaser shall assume the risk in presenting such vehicle for loading.

SECTION VII: EFFECTIVE DATE

This Ordinance shall become effective immediately upon approval on third and final reading by the Oconee County Council.

Ratified and adopted on first reading this _____ day of _____, 1993, by a vote of _____ Yes, _____ No.

Opal O. Green, Council Clerk

Ratified and Adopted on second reading this _____ day of _____, 1993 by a vote of _____ Yes, _____ No.

Opal O. Green, Council Clerk

Ratified and on third and final reading this _____ day of _____, 1993, by a vote of _____ Yes, _____ No.

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green, Council Clerk

ORIGINAL

OCONEE COUNTY COUNCIL

ORDINANCE 93-5

Oconee County Council, in session duly assembled, hereby adopts and proclaims the following Ordinance as hereinafter set forth:

TITLE: "THIS ORDINANCE SHALL BE KNOWN AS AN ORDINANCE TO PROVIDE FOR THE SALE OF SURPLUS YARD WASTE, MULCH AND LIKE PRODUCTS BY OCONEE COUNTY AND TO PRESCRIBE THE MANNER OF SUCH SALES AND THE PAYMENT AND ACCOUNTING THEREFOR."

SECTION I: PURPOSE

WHEREAS, the South Carolina Solid Waste Policy and Management Act of 1991, as codified in Section 44-96-10, et. seq., Code of Laws of South Carolina (1976), as amended, prohibits the disposal of yard waste in a municipal solid waste landfill after May 27, 1993; and

WHEREAS, in order to comply with the requirements of the aforementioned Act, Oconee County has purchased a "tub grinder" for the purpose of converting certain yard waste into mulch; and

WHEREAS, the governing body of Oconee County recognizes that there may be, from time to time, surplus yard waste and/or mulch or other like products available for sale by Oconee County at such locations as designated by Oconee County, and that it is desirable that a method for such sales, priorities of customers seeking to acquire such products and the method of payment and accounting for such sales to be provided; and

WHEREAS, it is recognized by the governing body of Oconee County that "supply and demand", will regulate the selling price of such mulch and other products.

SECTION II: AVAILABILITY

Only "surplus" yard waste, mulch and like products will be available for sale to other parties. By "surplus" is meant excess products after satisfaction of all present and reasonably foreseeable present and future needs of Oconee County, including a reasonable stock pile. No such yard waste, mulch or other product shall be sold or offered for sale unless the supply available is declared to be surplus by the Supervisor of Oconee County, or his/her designee who shall evidence his declaration of availability by execution in writing and such authorization shall be given on such a schedule as is determined to be practical and appropriate by the Supervisor of Oconee County. In addition thereto, the Supervisor may, when the amount of such products available for resale is limited, impose a limitation as to an amount that a customer may purchase so as to make such products available to the

largest number of citizens of the county who may desire to make such purchases as is reasonable and practical. Notwithstanding any other provision of this Ordinance, request by municipalities of Oconee County for the purchase of yard waste, mulch or other related products for the use upon the public property of such municipalities shall be considered a "county use" of such products and the supervisor may satisfy such requests of the municipalities, as well as that of the county, including a stock pile or reserve, prior to declaring any such materials "surplus".

SECTION III: PRIORITIES

When the Supervisor of Oconee County declares the existence of "surplus" as defined herein of yard waste, mulch or other like products, so that the same may be offered for sale, the sale to such persons, firms, corporations or entities seeking to purchase said materials shall be on a "first come, first served" basis.

SECTION IV: OPERATION OF MULCHING FACILITY

There shall be kept and maintained a log of all yard waste, mulch and like products taken from Oconee County premises regardless of the use to which said products is assigned. This log shall include the estimated cubic yards of the load, if the same is for county use, the designated truck which removes same from the site and its destination and the name of the customer if the same is declared to be surplus and sold pursuant to the terms of this Ordinance.

SECTION V: SALES AND PAYMENT

The sale of surplus yard waste, mulch and other related products produced by Oconee County to persons, firms, corporations or other governmental entities shall be based upon the availability of the products sought to be purchased according to the priorities established herein and shall be for cash at the time of purchase except as follows:

A. State of South Carolina and/or any political subdivisions or municipalities of the State of South Carolina and the United States Government shall be allowed to purchase yard waste, mulch or other related products from Oconee County upon such terms and conditions, including cash or credit and according to such procedures as the Supervisor of Oconee County shall from time to time determine in writing.

B. Accounting records of the sales of surplus products as provided herein shall be kept as required by the Oconee County Supervisor through the Office of Finance in accordance with generally accepted accounting standards.

C. Such surplus yard waste, mulch or other like products shall be offered for sale at a price to be determined and set by Resolution of the Oconee County Council.

D. If and when county equipment is available for the loading of surplus mulch and other like products, said products may be loaded by county equipment for such an additional charge in an amount to be determined and set by Resolution of the Oconee County Council, provided that all such products shall be hauled and carried away by the purchaser of same and no county equipment may be used in the transportation of such materials or the unloading of the same at the point of destination.

SECTION VI: WARRANTIES

All persons, firms, corporations or entities purchasing surplus yard waste, mulch or other related products from Oconee County shall do so after being informed by appropriate printing on the proof of purchase to be supplied by the Treasurer of Oconee County that such sale is free from any warranty, expressed or implied, as to the fitness, suitability, quality, or character of the product being purchased. In addition, no liability shall attach to Oconee County by reason of damage to any truck or other vehicle supplied by the purchaser to haul the materials occasioned by the negligence of the county or any of its employees or agents, and that such purchaser shall assume the risk in presenting such vehicle for loading.

SECTION VII: EFFECTIVE DATE

This Ordinance shall become effective immediately upon approval on third and final reading by the Oconee County Council.

Ratified and adopted on first reading this _____ day of _____, 1993, by a vote of _____ Yes, _____ No.

Opal O. Green, Council Clerk

Ratified and Adopted on second reading this _____ day of _____, 1993 by a vote of _____ Yes, _____ No.

Opal O. Green, Council Clerk

Ratified and on third and final reading this _____ day of _____, 1993, by a vote of _____ Yes, _____ No.

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green, Council Clerk

OCONEE COUNTY COUNCIL

RESOLUTION 93-16

WHEREAS, ORDINANCE 93-5, "AN ORDINANCE TO PROVIDE FOR THE SALE OF SURPLUS YARD WASTE, MULCH AND LIKE PRODUCTS BY OCONEE COUNTY AND TO PRESCRIBE THE MANNER OF SUCH SALES AND THE PAYMENT AND ACCOUNTING THEREFORE WAS ADOPTED BY THE OCONEE COUNTY COUNCIL ON THIRD AND FINAL READING IN SESSION DULY ASSEMBLED ON JULY 8, 1993; and

WHEREAS, said Ordinance provides for the sale of surplus yard waste and other related products by Oconee County at a price to be determined and set by Resolution of the Oconee County Council;

NOW THEREFORE, be it resolved in Council duly assembled this date that the sale of surplus yard waste and other related products by Oconee County pursuant to Ordinance 93-5 shall be as follows:

1. Surplus, mulch, yard waste and other like products shall be offered for sale at a price not to exceed \$2.50 per cubic yard; **PROVIDED HOWEVER** that when and if county equipment may become available, said products may be loaded by county equipment at an additional charge of \$2.00 per cubic yard.

RATIFIED AND ADOPTED on first and final reading this eighth day of July, 1993 by unanimous vote.

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
County Council Clerk

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	2. DATE SUBMITTED	Applicant Identifier AIP-04
	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier AIP-04

APPLICANT INFORMATION

Legal Name Oconee County	Organizational Unit Oconee County Aeronautics Commission
Address (give city, county, state, and zip code) County Mailroom Walhalla, SC 29691	Name and telephone number of the person to be contacted on matters involving this application (give area code) H. Michael Willimon, Chairman (803) 647-4081

5. EMPLOYER IDENTIFICATION NUMBER (EIN): 5 7 - 6 0 0 0 3 9 1	7. TYPE OF APPLICANT: (enter appropriate letter in box) <input checked="" type="checkbox"/> B A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) _____
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es): A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify) _____	8. NAME OF FEDERAL AGENCY: Federal Aviation Administration

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 2 0 - 1 0 6	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Aircraft Apron Expansion
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TITLE Airport Improvement Program	12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): Oconee County, South Carolina
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13. PROPOSED PROJECT Start Date: 7-1-93 Ending Date: 12-1-93	14. CONGRESSIONAL DISTRICTS OF a. Applicant: Tenth b. Project: Tenth
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15. ESTIMATED FUNDING	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
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a. Federal	\$ 470,709	.00
b. Applicant	\$ 26,151	.00
c. State	\$ 26,159	.00
d. Local	\$.00
e. Other	\$.00
f. Program Income	\$.00
g. TOTAL	\$ 523,010	.00

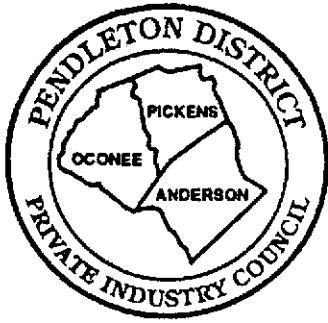
16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
 YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE Feb. 6, 1992
 NO PROGRAM IS NOT COVERED BY E.O. 12372
 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
 Yes * If "Yes," attach an explanation.
 No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED

a. Typed Name of Authorized Representative Norman D. Crain	b. Title County Supervisor	c. Telephone number (803) 638-4242
d. Signature of Authorized Representative <i>Norman D. Crain</i>		e. Date Signed <i>Feb 93</i>

Previous Editions Not Usable



PRIVATE INDUSTRY COUNCIL

"A Partnership That Works"

Administrative Office
Post Office Box 1406
COLUMBIA, SOUTH CAROLINA 29202
TEL. (803) 737-2609 FAX (803) 737-2642

M-E-M-O-R-A-N-D-U-M

TO: NORMAN D. CRAIN, SUPERVISOR/CHAIRMAN DATE: JUNE 30, 1993
FROM: LAWRENCE R. INABINET, CHAIRMAN *Lain*
SUBJECT: REAPPOINTMENTS TO THE PRIVATE INDUSTRY COUNCIL

THE FOLLOWING OCONEE COUNTY REPRESENTATIVES ON THE PENDLETON DISTRICT PRIVATE INDUSTRY COUNCIL (PIC) TERMS EXPIRE JUNE 30, 1993:

FRANK LANFORD

FRED HAMILTON CAREER CENTER
100 VOCATIONAL DRIVE
SENECA, SOUTH CAROLINA 29678

MIKE SPONSLER

SPONSLER COMPANY, INC.
1001 HIGHWAY 123 EAST
WESTMINSTER, SOUTH CAROLINA 29693

BASED UPON THEIR DEDICATION AND CONTRIBUTIONS I AM REQUESTING THE OCONEE COUNTY COUNCIL TO REAPPOINT THESE TWO (2) INDIVIDUALS TO THE PENDLETON DISTRICT PRIVATE INDUSTRY COUNCIL FOR ANOTHER THREE (3) YEAR TERM BEGINNING JULY 1, 1993 AND ENDING ON JUNE 30, 1996.

PLEASE ADVISE ME IN WRITING OF OCONEE COUNTY COUNCIL'S ACTION ON THIS MATTER.

LRI/rgl

CC: FRANK LANFORD
MIKE SPONSLER

*3005 Palmyra Hwy
Earley, SC 29642
Alice Maff.*

Wachovia Bank of North Carolina, N.A.
Corporate Trust Department
Post Office Box 3001
Winston-Salem, NC 27102-3001

June 30, 1993

Mr. Norman D. Crain
Supervisor-Chairman
Oconee County Council
Route 3 Box 155
Westminster, SC 29693

Re: Oconee County Pollution Control Revenue Bond, Series A (Duke
Power Company Project) 9.125% dtd 5/1/1983 due 5/1/2013 Lost
Bond R-149 @ \$5,000 R/NO: John F. Reames II

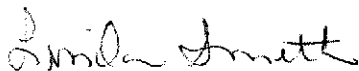
Dear Mr. Crain :

Edward D. Jones & Co., has notified us of the above referenced bond loss.

Please find enclosed an Affidavit of Loss and Indemnity Agreement. If the agreement meets with your approval, please authorize our office to replace the certificate.

If you need further information, call me at 919/770-4860.

Sincerely,



Linda Smith
Bond Trustee Operations Assistant

SOLE OBLIGOR INDEMNITY BOND
Know All Men By These Presents, that

THE TRAVELERS INDEMNITY COMPANY

EXCEPT CALIFORNIA
AND DELAWARE

a corporation duly authorized to transact the business/ of indemnity and suretyship in all States of the United States, and having an office and principal place of business in the City of New York at 80 John St as Obligor (hereinafter called the "Obligor") is held and firmly bound unto

OCONEE COUNTY, SOUTH CAROLINA
DUKE POWER COMPANY

WACHOVIA BANK OF NORTH CAROLINA, N.A. WINSTON-SALEM, NORTH CAROLINA

and all such individuals, firms and Corporations as may now or hereafter be acting as Transfer Agent(s), Registrar(s), Redemption Agent(s), Depository(ies), Trustee(s) or Fiscal, Paying, Distributing or Disbursing Agent or in any other capacity in respect of the below-mentioned securities and their respective legal representatives, successors and assigns (hereinafter collectively called the "Obligees"), in an aggregate sum, payable in lawful money of the United States, sufficient to indemnify the Obligees under the conditions of this bond as hereinafter set forth, not to exceed, however, the maximum amount of risk which may legally be assumed by the Obligor under any law governing the validity or performance of this bond, said sum to be paid to the Obligees, and each of them, as interest may appear; for which payment well and truly to be made, the Obligor does bind itself, and its successors and assigns, firmly by these presents.

SEALED with the seal of the Obligor and executed in several counterparts, this 15 day of June, 1993.

WHEREAS, the Obligor represents to the Obligees that
John F Reames II

is/are the sole and unqualified owner(s) of

\$5,000 OCONEE COUNTY SOUTH CAROLINA 9.125% Pollution Control Revenue Bond Series A (Duke Power Company Project) Dated May 1, 1983 due May 1, 2013 fully registered in the name of John F Reames II

STATE: NEW YORK
COUNTY OF: NEW YORK

SS:

On this 15 day of June 1993 before me personally appeared R. Markinson to me known, who being by me duly sworn, did depose and say that he resides at Staten Island, New York, that he is an Attorney-in-Fact of THE TRAVELERS INDEMNITY COMPANY the Corporation described in and which executed the attached instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation; and that he signed his named thereto by like authority.

Bibi Bacchus

Notary Public

BIBI BACCHUS
Notary Public, State of New York
No. 41-4991186
Qualified in Queens County
Certificate filed in New York County
Commission Expires Jan. 27, 1994

The Travelers Indemnity Company
Hartford, Connecticut

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

---J. L. Comeau, C. A. Martinez and R. Markinson, jointly or severally, New York, New York each-----

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

---Bonds of Indemnity whether in fixed or open penalty and whether for sole or joint obligors, as may from time to time be required for the payment, replacement, duplication, reissue or recovery of any certificates of stock, bearer shares, share warrants, subscription warrants, stock rights, bonds, notes, debentures, coupons, promissory notes, certificates of deposit, checkbooks, checks, drafts and other securities, instruments or documents-----

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions adopted by the Board of Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of November, 1985 which resolutions are now in full force and effect:

VOTED: That the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, any Corporate Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

VOTED: That any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by the Corporate Secretary or any Department Secretary or any Assistant Corporate Secretary or any Assistant Department Secretary, or

WHEREAS, the Obligees, in reliance upon said representations and in consideration of this bond of indemnity and at the request of the Obligor are willing to issue and deliver new or duplicate instruments or to make any payment, including the payment of accumulated dividends, or to deliver whatever else is called for by or is now exchangeable for the originals, in the place and stead of the originals, upon the execution and delivery of this bond, unless the originals shall be found before payment is made or the new or duplicate instruments are delivered;

NOW, THEREFORE, the conditions of this obligation are such that, if the said Obligor, its successors or assigns or any of them, shall in case the originals be found or come into the hands, custody or power of any person, deliver or cause the same to be delivered unto the Obligees in order to be cancelled, and shall at all times indemnify and keep indemnified and save harmless the Obligees, and each of them, from and against any and all claims, actions and suits, whether groundless or otherwise, and from and against any and all losses, damages, judgments, costs, charges, counsel fees, payments, expenses and liabilities whatsoever, which the Obligees, or any of them, at any time shall or may sustain or incur (1) by reason of said issue and delivery of such new or duplicate instruments, or the making of any payment, including the payment of accumulated dividends, or the delivering of whatever else is called for by or is now exchangeable for the originals without surrender thereof, or (2) by reason of any claim which may be made in respect of the originals, or (3) by reason of any payment, transfer, exchange, delivery or other act which said Obligees, or any of them, may make or do in respect of the originals or the new or duplicate instruments, whether made or done through accident, oversight, or neglect, or whether made or done upon presentation thereof without contesting, inquiring into or litigating the propriety of such payment, transfer, exchange or other act, or (4) by reason of any other matter or thing arising out of the recognition of the aforesaid request of the Obligor, then this obligation shall be void; otherwise shall remain in full force and effect.

The liability of the Obligor hereunder shall not be affected by, and the Obligees shall be under no duty to disclose or give any notice to anyone of any present or future knowledge, information or claim in respect of the originals, or any other knowledge or information whatsoever, the possession of which by the Obligor might have induced it not to execute this bond or might hereafter induce it to take or refrain from any action whatsoever.

It is understood and agreed that after the new or duplicate instruments shall have been issued or delivered, in case the originals shall be found by anyone, as evidenced by the presentation of appurtenant coupons or otherwise, then this bond may be immediately enforced. This bond shall be deemed a continuing obligation and successive recoveries may be had thereon for the various matters in respect of which the Obligees or any of them, shall from time to time become entitled as aforesaid to be indemnified.

It is understood that the obligation hereby created in favor of any Agent shall not be affected by the termination of its Agency.

MAIL LOSS AFFIDAVIT'S

DETAILS OF SHIPMENT

Mailed by: (Sender's name and address) EDWARD D JONES & CO 620 WEST DEKALB ST CAMDEN, SC 29020

Mailed to: (Addressee's name and address) EDWARD D JONES & CO 201 PROGRESS PARKWAY MARYLAND HEIGHTS, MO 63043

Date of Mailing: 05-05-93

Check one and, if applicable, give postal service number:

X Ordinary First Class Mail Registered Mail No. Certified Mail No. USPS Express Mail No.

Certificate or Bond No.(s) and number of shares or principal amount of bonds and/or coupons:

CERTIFICATE #R-149 @ \$5,000

Corporation or Issuer:

OCONEE CO S C PLTN CTL REV-DUKE PWR CO PROJ-PREREFUNDED DTD 5/1/83 9.125% DUE 5/1/13 (SERIES A)

Class of Stock or description of issue:

MUNICIPAL BOND

Registered in the name of:

JOHN F REAMES II

Endorsements, if any:

YES NON-NEGOTIABLE

AFFIDAVIT OF MAILING

STATE OF: X South CAROLINA COUNTY OF: X KERSHAW

The undersigned, deponent, being first duly sworn, deposes and says that, in accordance with the records of the above named Sender, the above described securities were forwarded by United States Mail on the date specified in a post-paid envelope addressed to the above name Addressee. The said Addressee has reported the non-delivery of the said securities. The securities have not been returned to the above named Sender and they are believed to have been lost or destroyed in the mails. Deponent agrees on behalf of above named Sender that if the securities should ever come into their hands, custody, or power, deponent will immediately surrender the original securities for cancellation.

FRAUD STATEMENTS

DELAWARE INSURANCE LAW

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

NEW YORK AND OHIO INSURANCE LAW

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

Indicate here whether deponent is an officer, partner, or employee of sender.



W. E. Galloway Deponent's Signature

IR-REPRESENTATIVE

620 WEST DEKALB ST CAMDEN, SC 29020 Deponent's Address

Subscribed and sworn before me this 7 day of June, 1993.

Indicate date commission expires:

Lebenw. Halvare Notary Public

BY COMMISSION EXPIRES APR. 30, 1999

AFFIDAVIT OF NON-RECEIPT

STATE OF: MISSOURI

COUNTY OF: ST LOUIS

The undersigned deponent(s), being first duly sworn depose(s) and say(s) that the securities described above have never been received by the above named Addressee or any person of persons acting on (its)(his)(her)(their) behalf. Deponent(s) agrees (on behalf of the above named Addressee) that if the securities should ever come into (his)(her)(its)(their) custody or power, deponent(s) will immediately notify the above named Sender and will surrender the original securities for cancellation.

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If Addressee is a firm or corporation, indicate here whether officer, partner, or employee

Carolyn Mitchell Deponent's Signature

The Travelers Indemnity Company
Hartford, Connecticut

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

---J. L. Comeau, C. A. Martinez and R. Markinson, jointly or severally, New York, New York each-----

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

---Bonds of Indemnity whether in fixed or open penalty and whether for sole or joint obligors, as may from time to time be required for the payment, replacement, duplication, reissue or recovery of any certificates of stock, bearer shares, share warrants, subscription warrants, stock rights, bonds, notes, debentures, coupons, promissory notes, certificates of deposit, checkbooks, checks, drafts and other securities, instruments or documents-----

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

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VOTED: That any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by the Corporate Secretary or any Department Secretary or any Assistant Corporate Secretary or any Assistant Department Secretary, or