

10/7/03

ORDINANCE 2003-15 \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF OCONEE COUNTY, SOUTH CAROLINA, SPECIAL SOURCE REVENUE BONDS (INDUSTRIAL BUILDING PROJECT) SERIES 2003; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE ISSUANCE OF THE AFORESAID BOND, INCLUDING AN INDENTURE; AND CERTAIN OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the "County") acting by and through its County Council is empowered under and pursuant to the provisions of Title 4, Chapters 1 and 29 of the Code of Laws of South Carolina Code 1976, as amended, (jointly hereinafter the "Act") to acquire, own, lease and dispose of properties through which the industrial development of the State of South Carolina will be promoted and made developed by inducing manufacturing and commercial enterprises to locate or expand in and remain in the State of South Carolina, and thus utilize and employ the manpower, agricultural products and natural resources of the State of South Carolina; and

WHEREAS, the County, subject to the approval of the State Budget and Control Board of South Carolina, is authorized by Section 4-1-175 and 4-29-68 of the Act to issue its special source revenue bonds, secured by and payable solely from revenues of the County from payments in lieu of taxes pursuant to Section 4-1-170 of the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County, capitalized interest on the bond (as described in the Act) and the costs of issuance of said bond; and

WHEREAS, the County and Pickens County have established a joint county industrial business park by entering into an Agreement for Development for a Joint County Industrial Park dated May 4, 1998, and last amended on August 5, 2003; and the County and Williamsburg County have established a joint county industrial business park by entering into an Agreement for Development for a Joint County Industrial Park dated December 6, 1994 (hereinafter jointly the "Park"), and as amended from time to time (the "Park Agreements"); and

WHEREAS, having determined that the Project will provide public benefits incident to conducting industrial operations, and in order to implement the public purposes enumerated in the Act and in furtherance thereof to assist the County in expanding the infrastructure for economic development within the County, the County has agreed to issue and sell a Special Source Revenue Bond, Series 2003 (Industrial Building Project) (the "Bond"). The proceeds of the Series 2003 Bond will be used to acquire land and necessary infrastructure for the Project, and, in connection therewith, to make the Project available to the County under and pursuant to the terms of an indenture to be entered into between the County and the bond purchaser (the "Indenture"). The proceeds of the Series 2003 Bond will be used to acquire, by construction, purchase or otherwise, all

infrastructure necessary for the Project which may be acquired pursuant to tax-exempt financing as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, pursuant to the provisions of the Multi-County Industrial Park by and between Oconee County and Pickens County dated May 4, 1998, and last amended on August 5, 2003; and Oconee County and Williamsburg County dated December 6, 1994, and as amended from time to time, the County receives (jointly the "Ordinances") (i) payments in lieu of taxes ("Fee Payments") in amounts equal to the payments specified in the Ordinances of the County enacted on August 5, 2003 pursuant to Section 4-1-70 of the Act, and (ii) is obligated to maintain the Project in good repair at its own expense; and

WHEREAS, the Bond is to be issued under and pursuant to the provisions of the Act and to be secured by and payable solely from the Fee Payments remaining after payment to Pickens County and Williamsburg for distribution pursuant to the Multi-County Industrial Business Park Agreements (the "Net Fee Payments") and to contain such terms and provisions as are set forth in an Indenture by and between the County (the "Indenture") and the purchaser of the Bond and bear interest at such rate (the "Interest Rate") as may be agreed to by the Interim Supervisor/Chairman of the County Council and the purchaser of the Bonds (the "Purchaser"), provided, such rate shall not exceed Six and one-half (6.5%) percent; the proceeds from the Bond to be advanced under the Bond (i) for the payment of costs incurred by the County in connection with the acquisition and construction of the Project, (ii) for the payment of capitalized interest, and (iii) for the payment of certain expenses of issuance, all as set forth in the Indenture; and

WHEREAS, it has been determined that the estimated amount necessary to finance that portion of the cost of the Project to be defrayed by the County and expenses incidental thereto requires that the Bond in the aggregate principal amount of not exceeding \$600,000 be authorized as hereinafter provided and that such Bond be payable from and secured by a portion of the Fee Payments; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the following documents, each to be dated as set forth below or to be dated such other date on or before July 31, 2004 as may be agreed to by the County and the Purchaser, which the County proposes to execute and deliver:

1. The form of the Indenture by and between the County and the Purchaser;
2. The form of the Series 2003 Bond issued by the County in favor of the Purchaser; and

WHEREAS, the County Council desires to protect the taxpayer, located in the Multi-County Industrial/Business Parks from the loss of the local option sales tax credit by the use of an infrastructure tax credit;

WHEREAS, it appears that each of the instruments above referred to, which are now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended;

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

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State of South Carolina by assisting the County to locate the Park in the County, the acquisition by construction or purchase of the Project is hereby authorized, ratified and approved.

Section 2. Pursuant to the authority of the Act, there is hereby authorized to be issued, and shall be issued, a Series 2003 Bond special source revenue bond of the County in the aggregate principal amount of not exceeding Six Hundred Thousand Dollars (\$600,000).

The Bond shall originally be dated its date of initial issuance and shall be issued as a fully registered Bond.

Principal of the Bond shall be payable on April 1 of 2004 and for nine (9) consecutive years thereafter at the principal office of Purchaser. Interest on the Bond shall be payable annually commencing on April 1, 2004 and thereafter on April 1 of each year, in each case to the holder of the Bond as of the immediately preceding Record Date, as that term is defined in the Indenture, such interest to be paid by check or draft mailed to each of the Bond owners at the address as it appears on the Books of Registry (as defined in the Indenture).

The Bond and the assignment provisions pertaining thereto shall be in substantially the form set forth in the Indenture, with such necessary or appropriate variations, omissions and insertions as are incidental to the series, numbers, denominations, maturities, interest rate or rates, redemption provisions, the purpose of issuance and other details thereof or as are otherwise permitted or required by law or by the Indenture.

The Bond shall be subject to redemption prior to maturity, at the option of the County, as a whole at any time, or in part from time to time on any April 1.

There is hereby authorized the execution and delivery of the Bonds to the Purchaser at a price equal to 100% of the principal amount thereof. The Interim Supervisor/Chairman of the County Council is hereby authorized, empowered and directed to execute and deliver the Bond to the Purchaser, and the Purchaser is hereby appointed Bond Registrar under the Indenture. The Clerk to the County Council is hereby authorized and directed to

affix the corporate seal of the County to the Bond and to attest the same. The Bonds are to be in substantially the form now before this meeting and hereby approved, or with such changes, insertions and omissions therein as do not impose liability upon the County and as shall be approved by the Interim Supervisor/Chairman of the County Council executing the same, with the advice of counsel, said execution to constitute conclusive evidence of such approval.

Section 3. The Bond shall be a limited obligation of the County payable by the County solely from, and secured by a pledge of, the Fee Payments remaining after payment of the Pickens County and Williamsburg County portion of the payments in lieu of taxes. The Bond does not and shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. Such limitation shall be plainly stated on the face of the Bond.

Nothing in this ordinance, the Indenture or the Bond shall be construed as an obligation or commitment by the County to expend any of its funds other than (i) the proceeds of the Bond (ii) the Fee Payments derived by the County pursuant to the Park Agreements, and (iii) any proceeds accruing to the County on account of insurance on the infrastructure included in the Project.

Section 4. The Bond shall be executed in the name of the County with the manual or facsimile signature of the Interim Supervisor/Chairman of the County Council and shall be attested by the manual or facsimile signature of the Clerk to the County Council of the County and shall have the seal of the County Council impressed or imprinted thereon. In case the officers whose signature shall appear on the Bond shall cease to be such officers before the delivery of the Bond, such signatures shall nevertheless be valid and sufficient for all purposes, the same as if such officers had remained in office until delivery.

Section 5. The form the Indenture, as submitted to this meeting and made a part of this Ordinance as though set forth in full herein, has been approved by County Council pursuant to this Ordinance. The Interim Supervisor/Chairman of the County Council is hereby authorized and directed to execute and deliver the Indenture with such changes, insertions and omissions as do not impose liability upon the County and as may be approved by said Interim Supervisor/Chairman, with the advice of counsel, said execution being conclusive evidence of such approval and the Clerk of the County Council is hereby authorized and directed to affix the corporate seal of the County to the Indenture and to attest the same.

Section 7. The Interim Supervisor/Chairman of the County Council and the Clerk of the County Council and any other proper officer of the County, he and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.



Section 8. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 9. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict herewith are, to the extent of such conflict hereby repealed and this ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 7th day of October, 2003.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Harry R. Hamilton, Interim Supervisor/Chairman of County Council  
Oconee County, South Carolina

ATTEST:

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

First Reading:	September 2, 2003
Second Reading:	September 16, 2003
Public Hearing:	October 7, 2003
Third Reading:	October 7, 2003

**EXHIBIT "A"**  
**DESCRIPTION OF LAND**

All those pieces, parts and tracts of land located on Commerce Way. Commerce Way is one-half mile south of the intersection of South Carolina Highway 123 and South Carolina Highway 11 in Oconee County, South Carolina.

Oconee County, South Carolina TMS#251-00-04-007.



# Oconee County Sewer Commission

623 Return Church Road • Seneca, South Carolina 29678  
Phone: 864-972-3900 • Fax: 864-972-3917

August 13, 2003

Mr. Harry R. Hamilton  
Oconee County Supervisor  
415 South Pine Street  
Walhalla, SC 29691

RE: Right of Way and Lease  
New Horizons Electric Co-op

Dear Mr. Hamilton,

Attached find copies of a Right of Way Agreement and a Lease Agreement between Oconee County/Oconee County Sewer Commission and New Horizons Electric Co-operative for your review.

The Commission has been negotiating the terms and conditions of the attached documents over the past year, including compensation.

An appraisal was completed by a local appraiser, and New Horizons has agreed to compensate the Commission \$12,000 for the Lease and \$61,000 for the Right of Way for a total of \$73,000.

The total property involved is a total of 8.948 acres of which .634 is the lease and 8.314 is the Transmission Line Right of Way, which includes stranded property.

The Commission approved a resolution at their meeting on August 4, 2003 to present a recommendation to County Council for approval of the agreements.

The Commission has given verbal approval to New Horizons to begin preliminary clearing of the Right of Way prior to execution of the documents in order to meet their schedule for construction.

Copies of the documents are being provided to all County Council members for their review.

We are requesting time on the agenda for the County Council meeting of September 2, 2003 to formally request County Council approval and answer questions.

If you need anything further, please call.

Thanks for your cooperation.

Sincerely,

Howard S. Adams  
Chairman, OCSC

CC Commission  
Frank Ables  
Marion Lyles  
Kenneth Johns  
Steve Moore  
Bill Rhinehart  
Ogel Green, Council Clerk

AUG 12 2003

**LISTER, FLYNN & KELLY, P.A.**

ATTORNEYS AT LAW  
421 MARION AVENUE

SPARTANBURG, SOUTH CAROLINA 29309

MAILING ADDRESS

P.O. BOX 2929

SPARTANBURG, SC 29304-2929

TELEPHONE (864) 582-0770

FAX (864) 582-3553

TONY J. LISTER  
LAWRENCE E. FLYNN, JR.  
R. KEITH KELLY

BRENDAN DELANEY, ASSOCIATE

August 7, 2003

Lowell W. Ross, Esq.  
Ross Law Firm  
P. O. Box 1179  
West Union, SC 29698

Re: OSC - Right-of-Way and Lease to New Horizon Electric Cooperative, Inc.

Dear Lowell:

Enclosed please find the Lease Agreement and the Right-of-Way Agreement for execution by the Oconee County Sewer Commission and Oconee County. Please return these documents to me in the enclosed envelope, and I will send you a fully executed copy after New Horizon has executed them.

If you have any questions, please do not hesitate to call me.

Very truly yours,

LISTER, FLYNN & KELLY, P.A.

Lawrence E. Flynn, Jr.

LEF, Jr/lh  
Enclosures  
cc: Mr. John Gaffney



Prepared By: Lawrence E. Flynn, Jr.  
LISTER, FLYNN & KELLY, S.C.  
PO Box 2628  
Spartanburg, SC 29301-2628

Grantee's Address: PO Box 1169  
Laurens, SC 29360

Tax Map No: P/O 520-72-01-091

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

**RIGHT OF WAY AGREEMENT**

**THIS INDENTURE**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003 by and between Oconee County, through the Oconee County Sewer Commission, hereinafter called "Grantor" (whether one or more), having a mailing address of 415 S. Pine Street, Walthalla, S.C. 29691, and NEW HORIZON ELECTRIC COOPERATIVE, INC., a South Carolina Corporation, hereinafter called "Grantee", having a mailing address of P.O. Box 1169, Laurens, South Carolina 29360.

**WITNESSETH:**

That Grantor, in consideration of Ten Dollars (\$10.00) and other valuable considerations paid by Grantee, the receipt of which is hereby acknowledged, does grant and convey unto Grantee, its successors and assigns, a perpetual easement and right-of-way (hereinafter the "Right-of-Way Strip"), for the purposes and subject to the terms and conditions herein below set out, over and across the land of Grantor (hereinafter the "Premises") lying in the State and County aforesaid, and the Right-of-Way Strip is more fully described as follows:

That piece, parcel or tract of land, lying and being situate in the County of Oconee, State of South Carolina, containing 4.45 acres, more or less, consisting of a right-of-way strip 80 feet in width and being more particularly described on plat of survey made for New Horizon Electric Cooperative, Inc. by Souther Land Surveying, entitled "Property of Oconee County - Coneross Treatment Plant, Right-of-Way to be Acquired by New Horizon Electric Cooperative, Inc." dated August 22, 2002, a copy of which is attached hereto as Exhibit "A" and incorporated by reference. Reference being made to said plat for a more accurate description according to its metes and bounds.

ALSO That piece, parcel or tract of land, lying and being situate in the

County of Oconee, State of South Carolina, containing 1.204 acres, more or less, and identified as Tract B on plat of survey made for New Horizon Electric Cooperative, Inc. by Souther Land Surveying, entitled "Property of Oconee County - Conross Treatment Plant" dated August 10, 2002, a copy of which is attached hereto as Exhibit "B" and incorporated by reference. Reference being made to said plat for a more accurate description according to its metes and bounds.

The above described property is a portion of the property conveyed to Oconee County by deed of Grace A. Dalton, dated April 6, 1977, and recorded in Book 12-R at Page 257 in the office of the Oconee County Clerk of Court.

The easement and right-of-way herein granted by Grantor to Grantee, its successors and assigns, over the Grantor's property consist of the following:

(a) Grantee's Use of Right-of-Way Strip. Grantor grants to Grantee, for itself and its successors and assigns, a perpetual easement within the Right-of-Way Strip (as described above) to enter and construct, reconstruct, replace, rebuild, enlarge, modify, remove, inspect, maintain and use multiple lines (either overhead or underground, or both) for the purpose of transporting electricity and for communications deemed necessary by the Grantee for the sole purpose of transporting electricity. A "line" may consist of overhead and/or underground wires, conductors, cables, conduits and other necessary apparatus, fixtures, hardware and appliances deemed necessary by Grantee for the transportation of electrical energy and/or for the communications used relative to the operation of said line of Grantee or its successors and assigns, including, without limitation, conduits, static wires, guy wires, anchors, grounds, footings, foundations, crossarms, insulators, electronic equipment and other associated equipment. Overhead lines or cables may be supported by single or multiple rows of poles or structures (without limitation as to number) placed at necessary and proper intervals upon the Right-of-Way Strip. In connection with Grantee's rights within the Right-of-Way Strip, Grantee shall have the right (i) to clear and keep the Right-of-Way Strip free of trees (except fruit trees below fifteen (15) feet in height), structures, buildings, manufactured homes, mobile homes and trailers, human graves, wells, swimming pools, septic or storage tanks (whether above ground or below ground), flammable materials, building materials, wrecked and disabled vehicles, refuse of any type and all other objects (whether above ground or below ground) which may, in Grantee's opinion, interfere in any way with or endanger Grantee's lines or the maintenance and operation of Grantee's lines, (ii) to install and maintain fences and gates in the Right-of-Way Strip to afford Grantee access to the Right-of-Way Strip, (iii) the right to place communication lines, equipment, or structures deemed necessary by the Grantee for the operation of Grantee's line within the right-of-Way Strip, and (iv)

to plant and maintain shrubs and ornamental trees within the Right-of-Way Strip at locations selected by Grantee.

(b) Utilized Paragraph. Grantee agrees to maintain electrical facilities within all applicable codes and standards to prevent to the extent possible adverse effects on radio frequencies, telemetry, instrumentation, microwave receivers, and or transmitters used by the Grantor.

(c) Grantor's Reserved Use. Grantor or Grantor's successors and assigns shall be entitled to use the Right-of-Way Strip for all purposes not inconsistent with the rights and easements herein granted to Grantee, including (i) the right to cultivate crops, plants, shrubs and fruit trees that do not exceed fifteen (15) feet in height, (ii) the right to pave, improve and use the Right-of-Way Strip for temporary automobile parking, provided Grantor installs adequate protective barriers for Grantee's structures, (iii) the right to use the Right-of-Way Strip for recreation, provided no structures are erected, (iv) the right to retain existing roads and drives and sewer, water and other utility lines within the Right-of-Way Strip at their existing locations as of the date of this instrument, (v) the right to construct and maintain new roads and drives and new water, sewer and other utility lines crossing the Right-of-Way Strip, provided such facilities conform to the following requirements: (A) such facilities cross the Right-of-Way Strip at an angle of not less than thirty (30) degrees, (B) no portion of such facilities is located within twenty (20) feet of any of Grantee's supporting structures, and (C) such facilities are constructed in strict compliance with all clearance requirements of the National Electrical Safety Code and all other regulations and ordinances then applicable to electrical conductors, (vi) the right to maintain existing fences and the right to build new fences on the Right-of-Way Strip, provided any such new fences are located at least ten (10) feet from Grantee's structures, and (vii) the right to excavate, grade and fill, provided such activity is completed in accordance with good engineering practices, does not endanger Grantee's structures, including the foundations of such structures, and meets all clearance requirements of the National Electrical Safety Code and all other regulations and ordinances then applicable to electrical conductors.

(d) Grantee's Use of Premises Outside of the Right-of-Way Strip. Grantor further grants to Grantee, for itself, its successors and assigns, the right to enter upon the Premises for the following purposes and uses:

(1) Grantee and Grantee's successors and assigns relative to the Right-of-Way Strip may cut, fell and remove any and all trees on the Premises now or in the future that are tall enough, in Grantee's opinion, to fall on a line or other facility or structure within the Right-of-Way Strip.

(2) Grantee and Grantee's successors and assigns, relative to the

Right-of-Way Strip, may with proper notification enter upon the Premises at designated locations at any time and from time to time to gain access (for vehicles, equipment and pedestrians) to the Right-of-Way Strip or to cut, fell and remove danger trees from the Premises (pursuant to Paragraph (c)(1) herein);

and an easement is hereby granted to Grantee for such purpose. Grantee's right to enter the premises (for which an easement is hereby granted to Grantee) to access the Right-of-Way Strip shall be confined to streets, roads and driveways that exist when Grantee's entry is necessary, provided such existing streets, roads and driveways are adequate for Grantee's purposes and afford Grantee reasonably convenient and feasible access to the Right-of-Way Strip. When access that is totally confined to the Right-of-Way Strip is not adequate because of steep topography, the presence of streams and or wetlands, or other conditions that prevent the Grantee from accessing the Right-of-Way Strip on the premises by staying totally within the Right-of-Way Strip itself, and when an alternate means of access is not available over existing streets, roads, or driveways, the Grantor will provide to the Grantee an alternate access route over the premises to the Right of Way Strip that will continuously afford the Grantee immediate unencumbered access to the Right-of-Way Strip.

(c) Grantee's Repair Obligation. Grantee shall repair damage to the Premises, including roads, driveways and fences, resulting directly from Grantee's exercise of its rights granted hereunder. Provided, however, all trees which Grantee is entitled to cut and remove from the Premises pursuant to Paragraphs (a) and (c) herein shall, upon such cutting, become the property of Grantor. Grantee shall de-limb trees, dispose of the brush in a responsible manner, and leave merchantable timber on the premises outside the Right-of-Way for Grantor's use.

(d) Hold Harmless Agreement. Grantee will hold Grantor harmless and will indemnify Grantor on account of any injury, damages, judgment, claim or expense incurred by Grantor including attorney's fee which are caused by Grantee as a result of its use of the Right-of-way.

(e) Abandonment of Right-of-Way. If Grantee elects to abandon its use of the Right-of-way, then, in that event, the property shall revert to the Grantor.

Grantee will pay to the Grantor the sum \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ within 30 days from the date of this Agreement in full payment for all rights granted herein.

**TO HAVE AND TO HOLD** the aforesaid rights, privileges and easements unto Grantee, its successors and assigns forever.



And Grantor, for the Grantor and for the Grantor's heirs, executors, administrators, successors and assigns, covenants to and with Grantee, its successors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights and easements, that the same is free and clear from any and all encumbrances.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Signed, sealed and delivered  
in the Presence of:

\_\_\_\_\_

As to OCSC:

\_\_\_\_\_

\_\_\_\_\_

As to OC:

\_\_\_\_\_

APPROVED BY:  
OCONEE COUNTY SEWER  
COMMISSION

By: \_\_\_\_\_ (SEAL)  
Howard Adams, Chairman

OCONEE COUNTY

By: \_\_\_\_\_ (SEAL)  
Harry R. Hamilton, Supervisor

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

ACKNOWLEDGMENT

I, \_\_\_\_\_, a Notary Public for the above State and County, hereby certify that Howard Adams, Chairman, Oconee County Sewer Commission personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

ACKNOWLEDGMENT

I, \_\_\_\_\_, a Notary Public for the above State and County, hereby certify that Harry R. Hamilton, Supervisor, Oconee County personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_



STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between OCONEE COUNTY, THROUGH THE OCONEE COUNTY SEWER COMMISSION, ("Lessor") and NEW HORIZON ELECTRIC COOPERATIVE, INC., a corporation organized under the laws of the State of South Carolina ("Lessee").

PREAMBLE:

Oconee County, South Carolina, ("Lessor"), a body politic, is authorized to enter this Lease Agreement and has agreed, with the approval of the Oconee County Sewer Commission, to lease the property according to the terms and conditions set forth.

Lessee desires to lease the below described property ("the Property") from Oconee County through the Oconee County Sewer Commission for the purpose of expanding an existing electrical substation to provide for the continued distribution of electricity for sale to others and for such other lawful purposes as Lessee may deem necessary or desirable.

WITNESSETH:

1. Lessor hereby leases to the Lessee for its exclusive use, the below described property for a period of ninety-nine (99) years, beginning on the date first above written.

2. Title to all property placed or installed upon the property by Lessee shall remain in Lessee and Lessee shall have the right to and shall remove all property upon the termination of this Lease for any reason.

3. Lessor shall have the non-exclusive right of ingress and egress for the installation, maintenance, use, operation, repair, replacement, and removal of personal property or fixtures from the real property.

4. Lessee shall use the property in accordance with all state, local, and federal laws, statutes, ordinance, orders and regulations relating directly or indirectly to Lessee's activities and operation. Prior to the commencement of any use of the Property, Lessee at its sole expense shall obtain all approvals, licenses, permits, consents, and/or authorizations ("Permits") required by any governmental agency having authority or jurisdiction over the property or the Lessee or the Lessee's activities or business and shall keep any Permits current at all times.

5. Lessee shall pay all taxes, licenses and other fees which shall be payable to any governmental agency having taxing jurisdiction on account of the use of the property by the Lessee.

6. This Lease Agreement may be assigned with the written approval of Lessor.

7. In the event that Lessee shall cease to use the Property for the purposes set forth herein, the Lease shall be null and void and the property shall revert to the Lessor, provided however, that Lessee shall have the right to remove any personal property or fixtures from the property for a period of one (1) year.

8. Lessee shall hold Lessor harmless and shall indemnify it on account of any damages, actions, suit, or claim made against the Lessor by any person or entity on account of the use of the Property by Lessee.

9. The Property is described as follows:

A tract of land containing 0.457 of an acre = located on Return Church Road, County of Oconee, State of South Carolina, described as Tract A on a Plat entitled "Property of Oconee County-Congress Treatment Plant" dated August 10, 2002, prepared by George B. Souther, PLS #21232, Souther Land Surveying, filed with the Register of Deeds of Oconee County in Plat Book \_\_\_\_\_ at page \_\_\_\_\_.

ALSO:

A tract of land containing 0.177 of an acre + located on Return church Road, in the County of Oconee, State of South Carolina, described as Tract C on a Plat entitled "Property of Oconee County-Congress Treatment Plant" dated August 10, 2002, prepared by George B. Souther, PLS #21232, Souther Land Surveying, filed with the Register of Deeds of Oconee County in Plat Book \_\_\_\_\_ at page \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

In the presence of:

\_\_\_\_\_

AS TO OCSC

\_\_\_\_\_

AS TO OC

\_\_\_\_\_

AS TO NHEC

APPROVED BY:  
OCONEE COUNTY SEWER COMMISSION  
(SEAL)

By: \_\_\_\_\_  
Howard Adams, Chairman

OCONEE COUNTY (SEAL)

By: \_\_\_\_\_  
Harry R. Hamilton, Supervisor

AS LESSOR

NEW HORIZON ELECTRIC COOPERATIVE, INC.  
(SEAL)

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
AS LESSEE

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named OCONEE COUNTY SEWER COMMISSION by its Chairman sign, seal and as its act and deed, deliver the within written Lease Agreement for the uses and purposes therein mentioned and that (s) with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2003

\_\_\_\_\_  
(L.S.)  
Notary Public of S. C.  
My commission expires \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named OCONEE COUNTY by its Supervisor sign, seal and as its act and deed, deliver the within written Lease Agreement for the uses and purposes therein mentioned and that (s) with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2003

\_\_\_\_\_  
(L.S.)  
Notary Public of S. C.  
My commission expires \_\_\_\_\_

STATE OF SOUTH CAROLINA    )  
COUNTY OF OCONEE            )

PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named NEW HORIZON ELECTRIC COOPERATIVE, INC. By its duly authorized officer sign, seal and as its act and deed, deliver the within written Lease Agreement for its uses and purposes therein mentioned and that (s) with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2003

\_\_\_\_\_  
(L.S.)  
Notary Public of S. C.  
My commission expires \_\_\_\_\_

\_\_\_\_\_

**OCONEE COUNTY COUNCIL  
ORDINANCE 2003-16**

**BE IT ORDAINED**, by Oconee County Council in Council duly assembled, upon third and final reading:

**SECTION I:**

This Ordinance shall be known as "THE 2003-2004 SUPPLEMENTAL APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY";

**SECTION II:**

The purpose of this Ordinance is to amend and modify the 2003-2004 APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY, Ordinance 2003-09 and to make appropriations, both supplemental and primary, from current revenue for the remaining portion of fiscal year 2003-2004 and to transfer funds from department accounts to other authorized uses as stated herein and to implement, approve and ratify the policies and programs authorized by the Oconee County Council, and other matters relating thereto.

**SECTION III:**

The modifications set forth on Exhibit A attached hereto are approved.

**SECTION IV:**

Unless specifically modified, amended or deleted herein, all appropriations of funds created by the "APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY" (Ordinance 2003-09) are hereby ratified and shall remain in full force and effect as originally adopted. All other sections of Ordinance 2003-09 not modified, directly or by implication shall likewise remain in full force and effect.

**REVENUES:** (See Ordinance 2003-09, page 22)  
**EXPENDITURES:** (See Ordinance 2003-09, pages 26-139)

**APPROVED ON THIRD & FINAL READING THIS DAY OF**

---

Harry R. Hamilton  
Interim Supervisor-Chair  
Oconee County Council

Attest:

Opal O. Green, Clerk to Council



Osborne County, South Carolina  
Amended Budget 2003-2004

Ordinance No. 2003-16

Description	Value of PFR (Proposed)	Mills 03-04 (Proposed)	Value of Mill (REV/SPD)	Projected Collections	Budget 03-04	Proposed Shortfall	Advanced Budget	Mills needed
<b>Revenues</b>								
County Operations	\$ 253,319	56.10	\$ 450,152.06	\$ 19,673,512	\$ 20,377,422	\$ (733,990)	\$ 21,639,399	61.80
Economic Development	\$ 353,310	4.00	\$ 350,152.08	\$ 330,152	\$ 353,310	\$ (23,167)	\$ 350,152	1.00
County Bonds (Debt)	\$ 353,319	5.30	\$ 350,152.08	\$ 1,855,896	\$ 2,736,322	\$ (869,526)	\$ 875,380	2.50
Local Revenues								
IR Fund Balance Carry-Over				\$ 9,341,004	\$ 4,785,928		\$ 4,785,928	
State Revenues				\$ 2,711,354	\$ 3,758,076		\$ 2,711,059	
Federal Revenues				\$ 735,077	\$ 2,711,354		\$ 2,711,354	
<b>Total County</b>		<b>62.40</b>		<b>\$ 33,837,825</b>	<b>\$ 38,435,898</b>	<b>\$ (1,897,573)</b>	<b>\$ 33,824,286</b>	<b>65.86</b>
School Operations	\$ 390,240	125.10	\$ 773,952.33	\$ 45,736,522	\$ 47,010,100	\$ (287,578)	\$ 47,010,100	126.00
School Bonds (Debt)	\$ 580,240	14.00	\$ 273,563.33	\$ 5,220,242	\$ 5,202,374	\$ (17,868)	\$ 4,103,087	11.60
National Forestry Monies				\$ 63,000	\$ 63,000		\$ 63,000	
<b>Total School</b>		<b>139.10</b>		<b>\$ 51,961,288</b>	<b>\$ 52,375,028</b>	<b>\$ (350,756)</b>	<b>\$ 51,893,167</b>	<b>137.00</b>
TCT Operations	\$ 580,240	2.00	\$ 373,553.33	\$ 247,107	\$ 709,093	\$ (15,986)	\$ 709,093	2.20
TCT Bonds (Debt)	\$ 306,249	0.70	\$ 373,553.33	\$ 253,987	\$ 271,998	\$ (18,011)	\$ 186,777	0.50
<b>Total Tri-County Tech</b>		<b>2.70</b>		<b>\$ 1,008,554</b>	<b>\$ 1,070,191</b>	<b>\$ (61,597)</b>	<b>\$ 565,870</b>	<b>2.70</b>
<b>Total</b>		<b>204.20</b>		<b>\$ 80,807,887</b>	<b>\$ 88,890,613</b>	<b>\$ (1,009,926)</b>	<b>\$ 86,003,845</b>	<b>205.00</b>

Expenditures	03-04 Budget
<b>County</b>	\$ 35,635,299
Dept 707, Economic Development as amended	\$ (353,218)
Add Spec Bids (from PLOV)	\$ 250,192
Dept 803, Debt Service as amended	\$ 235,005
	\$ (2,716,822)
<b>Total County - as amended</b>	<b>\$ 33,824,289</b>
<b>Agency Fund</b>	
School Debt as amended	\$ 53,443,216
TCT Bond as amended	\$ (5,267,924)
	\$ 8,169,087
	\$ (271,096)
	\$ 185,777
<b>Total Agency Funds - as amended</b>	<b>\$ 52,177,057</b>

Increase from FY 2002-03 of 2.00 mills

## ORDINANCE 2003-17

AMENDMENT AND RESTATEMENT OF TRUST INDENTURE AND AMENDMENT OF LOAN AGREEMENT RELATING TO \$77,000,000 OCONEE COUNTY, SOUTH CAROLINA POLLUTION CONTROL FACILITIES REVENUE REFUNDING BONDS, SERIES 1993 (DUKE POWER COMPANY PROJECT) (THE "BONDS") TO PROVIDE FOR CHANGE IN INTEREST RATE FROM FIXED TO VARIABLE RATE, TO PROVIDE FOR APPOINTMENT OF BANC ONE CAPITAL MARKETS, INC., AS REMARKETING AGENT, REMARKETING OF THE BONDS AND EXECUTION OF DOCUMENTS RELATING THERETO, AND TO PROVIDE FOR CHANGE IN COLLATERAL SUPPORT FOR THE BONDS BY DELIVERY OF LETTER OF CREDIT ISSUED BY BANK ONE.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), under and pursuant to the provisions of Title 48, Chapter 5 of the Code of Laws of South Carolina 1976, as amended (the "Act"), has previously issued its \$77,000,000 Pollution Control Facilities Revenue Refunding Bonds, Series 1993 (Duke Power Company Project) (the "Bonds"); and

WHEREAS, Duke Energy Corporation (f/k/a Duke Power Company) ("Duke Energy") has requested that the County amend and restate the Trust Indenture dated as of April 1, 1993 under which the Bonds were issued, and amend the Loan Agreement dated as of April 1, 1993 under which the proceeds of the sale of the Bonds were loaned to Duke Energy; and

WHEREAS, such amendments (the "Amendments") will be in connection with converting the interest rate on the Bonds from a fixed rate to a variable rate and will be for the purpose of extending the maturity of the Bonds, to provide for the issuance of a letter of credit securing the payment of interest, purchase price and redemption price of the Bonds, such letter of credit to be issued initially by Bank One, Chicago, Illinois, to provide for the release of other collateral presently securing the payment of interest, purchase price and redemption price of the Bonds, and to make other modifications in connection with the foregoing; and

WHEREAS, in connection with the Amendments, Banc One Capital Markets, Inc. will become Remarketing Agent for the Bonds and will prepare and distribute an [Official Statement] describing the Bonds; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the following documents which the County proposes to execute and deliver:

1. The form of the Amended and Restated Trust Indenture by and between the County and the Trustee (the "Indenture");
2. The form of the Amendment to Loan Agreement by and between the County and the Corporation; and
3. The form of the [Official Statement].

WHEREAS, it appears that each of the instruments above referred to, which are now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. In order to further the purposes of the Act by assisting Duke Energy in the purposes contemplated by the Amendments, the Amendments are approved.

Section 2. Nothing in this Ordinance or the Amendments shall be construed to change the fact that the Bonds are limited obligations of the County, the principal and interest on which are payable solely out of the revenues derived from the Loan Agreement. The Bonds and the interest thereon shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

Nothing in this Ordinance or the Amendments shall be construed as an obligation or commitment by the County to expend any of its funds other than (i) the proceeds of the Bonds, (ii) the revenues derived from the Loan Agreement, and (iii) any moneys arising out of the investment or reinvestment of said proceeds, revenues or moneys.

Section 3. The Amended and Restated Bonds shall be executed in the name the County with the manual or facsimile signature of the Supervisor-Chairman of the County Council, shall be attested by the manual or facsimile signature of the Clerk of the County Council, and shall have the seal of the County impressed or imprinted thereon.

Section 4. The Amended and Restated Bonds shall be in substantially the form set forth in the Indenture, with necessary or appropriate variations, omissions and insertions as permitted or required by the Indenture.

Section 5. The form, terms and provisions of the Amendment to Loan Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amendment to Loan Agreement were set out in this ordinance in its entirety. The Supervisor-Chairman and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amendment to Loan Agreement in the name and on behalf of the County, and thereupon to cause the Amendment to Loan Agreement to be delivered to the Corporation. The Amendment to Loan Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Amendment to Loan Agreement now before this meeting.

Section 6. To prescribe the terms and conditions upon which the Amended and Restated Bonds are to be secured, executed, accepted and held, and for the purpose of assigning the interests of the County under the Agreement, the form, terms and provisions of the Indenture

which is before this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Indenture were set out in this ordinance in its entirety. The Supervisor-Chairman and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Indenture to the Trustee. The Indenture is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Indenture now before this meeting.

Section 7. The Supervisor-Chairman and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended and Restated Bonds to the Trustee. The Amended and Restated Bonds are to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Amended and Restated Bonds before this meeting.

Section 8. The forms, terms and provisions of the [Official Statement] presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the [Official Statement] were set out in this ordinance in their entirety. The Supervisor-Chairman and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the [Official Statement] in the name and on behalf of the County, and thereupon to cause the [Official Statement] to be delivered to the Corporation. The [Official Statement] is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County, their delivery thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of [Official Statement] now before this meeting.

Section 9. The Supervisor-Chairman and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amendment to Loan Agreement, the Indenture and the performance of all obligations of the County under and pursuant to the Loan Agreement, the Indenture, and the Bonds and the execution and delivery of the Amended and Restated Bonds.

The Supervisor-Chairman and the Clerk of the County Council are each further authorized to execute and deliver such other documents and certificates necessary to effectuate the Amendments as contemplated in this ordinance.

Section 10. In satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, the County Council hereby approves the Amended and Restated Bonds.

Section 11. No approvals granted in connection with the Bonds have been made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

Section 12. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 13. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this ordinance shall take effect and be in full force from and after its passage and approval.



Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**OCONEE COUNTY,  
SOUTH CAROLINA**

By: \_\_\_\_\_  
Supervisor-Chairman,  
Oconee County Council

ATTEST:

\_\_\_\_\_  
Clerk, Oconee County Council

First Reading: September 16, 2003

Second Reading: October 7, 2003

Public Hearing and  
Third Reading: October 21, 2003



## FIRST AMENDMENT TO LOAN AGREEMENT

This **FIRST AMENDMENT TO LOAN AGREEMENT** (this "Amendment"), dated as of November 1, 2003, amends that certain Loan Agreement dated as of April 1, 1993, between **Oconee County, South Carolina**, a body politic and corporate and a political subdivision of the State of South Carolina (the "Issuer"), acting by and through the Oconee County Council (the "Board"), which is the governing body of the Issuer, and **Duke Energy Corporation** (formerly known as Duke Power Company), a corporation organized and existing under the laws of the State of North Carolina (the "Company").

### Background Statement

A. The Issuer and the Company entered into the Loan Agreement in connection with the issuance of the Issuer's \$77,000,000 Pollution Control Facilities Revenue Refunding Bonds, Series 1993 (Duke Power Company Project) (the "Bonds") pursuant to a Trust Indenture dated as of April 1, 1993, between the Issuer and Wachovia Bank of North Carolina, N.A. (now succeeded by Bank of New York as trustee) (the "Indenture"). The Bonds presently bear interest at a fixed rate and are secured by those certain mortgage bonds delivered by the Company and pledged to the trustee under the Indenture.

B. The Company has notified the Board that it intends to convert the interest rate on the Bonds from a fixed rate to a variable rate as provided in the Indenture and has requested that the Issuer, in connection with such conversion, enter into an Amended and Restated Trust Indenture that would (i) provide for an extension of the maturity of the Bonds, (ii) provide for the securing of the payment of interest, purchase price and redemption of the Bonds by a letter of credit, in substitution for the mortgage bonds presently securing the Bonds, and (iii) make other technical changes in connection with the foregoing.

C. In connection with the amendment and restatement of the Indenture, the Company and the Issuer have agreed to make certain amendments to the Loan Agreement to provide for the integration of the payment provisions under the Loan Agreement with those in the Indenture as amended and restated.

### Agreement

IN WITNESS WHEREOF, the parties agree:

(a) The definitions of (i) "TRUST INDENTURE" or "INDENTURE" and (ii) "BOND FUND" are hereby deleted and the following are substituted therefor:

"BOND FUND" means the fund by that name created in Section 4.1 of the Indenture.

"BONDS" means the Series 1993 Bonds.

"COMPANY" means Duke Energy Corporation, formerly known as Duke Power Company, a North Carolina corporation, its successors and assigns.

"TRUST INDENTURE" or "INDENTURE" means the Trust Indenture between the Issuer and the Trustee of even date herewith, and any amendments, restatements or supplements thereto.

(b) The definitions of "ADDITIONAL BONDS," "MORTGAGE," "MORTGAGE BONDS," "MORTGAGE TRUSTEE" and "PAYING AGENT" are hereby deleted.

2. Section 5.2 is hereby deleted and the following is substituted in its place:

Section 5.2 Repayment of Loan and Other Amounts Payable.

The Company hereby agrees to repay the loan made pursuant to this Agreement by making the following payments:

(a) The Company shall pay or cause to be paid to the Trustee in immediately available funds for the account of the Issuer for deposit into the Bond Fund on or before any Interest Payment Date for the Bonds or any other date that any payment of interest, premium, if any, or principal is required to be made in respect of the Bonds pursuant to the Indenture, until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, a sum which, together with any Eligible Funds available for such payment in the Bond Fund, will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or upon redemption or acceleration or otherwise), premium, if any, and interest on the Bonds as provided in the Indenture; provided, however, that the obligation of the Company to make any payment hereunder shall be deemed satisfied and discharged to the extent of the corresponding payment made by the Credit Issuer under the Credit Facility.

It is understood and agreed that all payments payable by the Company under this subsection are assigned by the Issuer to the Trustee for the benefit of the Holders. The Company assents to such assignment. The Issuer hereby directs the Company and the Company hereby agrees to pay to the Trustee at the principal corporate trust office of the Trustee all payments payable by the Company pursuant to this subsection.

(b) The Company will also pay when due and payable the fees and expenses of the Issuer related to the issuance of the Bonds, including without limitation, attorneys' fees and expenses.

(c) The Company covenants, for the benefit of the Holders, to pay or cause to be paid, to the Remarketing Agent, such amounts as shall be necessary to enable the Remarketing Agent to pay the Purchase Price of Bonds delivered to it for purchase, all as more particularly described in **Section 2.6** of the Indenture; provided, however, that the obligation of the Company to make any such payment under this **Section 5.2(c)** shall be reduced by the amount of moneys available for such payment described in **Section 2.6(g)(i)** of the Indenture; and provided, further, that the obligation of the Company to

make any payment under this **Section 5.2(c)** shall be deemed to be satisfied and discharged to the extent of the corresponding payment made by the Credit issuer under the Credit Facility.

(d) In the event the Company shall fail to make any of the payments required in this **Section 5.2(c)**, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid.

3. Section 5.4 is hereby deleted and the following is substituted in its place:

Section 5.4 Credits Against Payments.

(a) To the extent that principal of, Purchase Price, premium, if any, or interest on the Bonds shall be paid with moneys available under the Credit Facility, from remarketing proceeds (with respect to Purchase Price) or other sources available under the Indenture, the obligation of the Company to make payments required by **Section 5.2** shall be satisfied and discharged to the extent of the principal of, Purchase Price, premium, if any, or interest on the Bonds so paid. If the principal of, premium, if any, and interest on the Bonds shall have been paid sufficiently that payment of the Bonds shall have occurred in accordance with **Article V** of the Indenture, then the obligations of the Company pursuant to **Section 5.2**, *ipso facto*, shall be deemed to have been paid in full, and the Company's obligations under **Section 5.2** and this Agreement shall be discharged.

(b) The Company shall provide for the payment of amounts payable pursuant to **Section 5.2(a)** and **(c)** herein, by the delivery to the Trustee of the Original Credit Facility. The Company shall be entitled to terminate the Credit Facility as provided therein and in the Indenture and shall be entitled to provide an Alternate Credit Facility under certain circumstances as provided in the Indenture.

4. If any provision of this Amendment is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstances shall not have the effect of rendering the other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections of this Amendment, shall not affect the remaining portions of this Amendment or any part thereof.

5. This Amendment shall be governed by and interpreted in accordance with the laws of the State of South Carolina.

6. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Oconee County, South Carolina has caused this Amendment to be executed in its name and on its behalf by the Chairman-Supervisor of the Oconee County Council and the Official Seal of Oconee County to be impressed hereon and attested by the Clerk of the Oconee County Council; and Duke Energy Corporation has executed this Amendment by its \_\_\_\_\_, all being done as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

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

Chairman-Supervisor  
Oconee County Council

ATTEST:

\_\_\_\_\_  
Clerk  
Oconee County Council

DUKE ENERGY CORPORATION

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

**OCONEE COUNTY ATAX GRANT  
APPLICATION FORM  
FOR TOURISM RELATED PROJECTS**

**I. APPLICANT**

A. Name of Organization Oconee Station State Historic Site

B. Address: 500 Oconee Station Road  
Walhalla, SC 29691

**II. FUNDS REQUESTED**

A. ATAX Funds Requested \$ 1,400

B. How will ATAX Funds be used? To produce a self guiding  
tour brochure for Oconee Station State Historic Site

C. Provide an itemized budget. **THIS IS REQUIRED**, attach on a separate sheet.

D. Funds furnished by your organization \$ 3a

Matching grant \$ \_\_\_\_\_ Source \_\_\_\_\_

Other Funding \$ \_\_\_\_\_ Source \_\_\_\_\_

**III. NARRATIVE PROJECT DESCRIPTION**

A. Project Title Self Guiding Tour

B. Description of project A self guiding tour brochure has been  
developed to assist visitors in understanding the park.  
A rough draft is enclosed.

C. Who will benefit from this project? All visitors to Oconee  
Station State Historic Site, many of whom camp at  
Devils Fork State Park and Oconee State Park.

IV. APPROXIMATE DATES OF PROJECT

Beginning ASAP Ending 4 weeks after start date

V. APPLICANT CATEGORY

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? By improving  
the quality of Oconee Station State Historic Site as a  
feature attraction Oconee County will become a more attractive  
destination.

How many visitors/participants attended the event last year and are anticipated  
this year? 8,971 attended the site last year. 8,000 are expected

How many of the <sup>this year</sup> visitors/participants were from beyond a 50 mile radius of  
Oconee County last year and are anticipated this year? About half

How many overnight stays were created by this event last year and are anticipated  
this year? 2,500

Applicant



How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

NA

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners)

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) Early attendance is recorded

## VII. AUDIT

Does your organization perform an independent audit? Yes  No

Name of the Auditor \_\_\_\_\_

*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 Scott Alexander

Title Park Interpreter

Signature Scott Alexander

Date 9/11/03

Phone Number (s) (864) 838-0076

B. Alternate Contact Andy Davis

Title Park Manager Oconee State Park

Signature \_\_\_\_\_

Date \_\_\_\_\_

Phone Number (s) (864) 678-5151

**GLOBAL GRAPHICS, INC.**

416 E. MAIN ST.  
 SENECA, SC 29678  
 PH: (864) 888-3009  
 FAX: (864) 888-0802

**Estimate**

Date	Estimate #
8/22/2002	1143

Name / Address
SCOTT ALEXANDER

Description	Qty	Total
FULL COLOR PRINTS 8.5 X 11 LETTER FOLD ROYAL FIBER 70#	5,000	1,250.00
COLOR PRINTS 8.5 X 11 LETTER FOLD 2-COLOR ROYAL FIBER 70#	* 5,000	* 650.00
BLACK PRINTS 8.5 X 11 LETTER FOLD ROYAL ALITHER 70# Sales Tax	5,000	382.00 15.26

order will be for -- \$ 10,000 \$ 1392.00

Estimate is good for 30 days. If you have any further questions please give us a call.

Signature Kandy Case  
 As per Ross Atkinson



Date: 09-08-2003  
-----  
Estimate: #09035

OCONEE STATION STATE HISTORIC SITE  
SCOTT ALEXANDER

We are pleased to quote you on the following job.

DESCRIPTION : SELF GUIDING TOUR BROCHURE  
SIZE/PAGES : 11x8.5"  
RUN SIZE :  
TRIM SIZE :  
COMPOSITION : NON CUSTOMER'S FORMATTED DATA (PAGEWAKER OR QUARK)  
SEPARATIONS : NONE  
PROOFS : POSITION PROOF  
PAPER ONE : 70# ROYAL FIBER TEXT - WHITE  
PAPER TWO :  
COVER :  
FOLD/BEND : FOLD TO 3.6875x8.5"  
INRS : BLACK+1 EMS = BOTH SIDES  
BLEND : NONE  
REVISION # :  
SHIP VIA : P.O.R. - EASLEY, SC

Quantity	Total \$
5000	555.00

All run disk prices are based on customer furnishing type and artwork with fully formatted files, print ready, including screen and printer fonts, with all elements to size, in position and layered correctly, with color breaks and one set of 100% color separated laser proofs. Payment is due upon receipt of invoice. After 30 days there is a finance charge of 1.5% per month.

Sincerely,

JAY TURNER

Oconee Station State Historic Site  
500 Oconee Station Road  
Walhalla, SC 29691  
(864) 638-0079

### *Interpretive Programs*

#### **Native American Day**

This small festival is held twice a year. Volunteers demonstrate a variety of traditional Native American skills such as basket weaving, flint knapping, primitive weapons, and bead work.

#### **Frontier Encampments**

Held biannually, this living history program gives the visitor an idea of what life could have been like at the close of the 18<sup>th</sup> Century. Volunteers dressed in period clothing demonstrate open hearth cooking, leather work, and demonstrate the use of flintlock muskets.

#### **Nature Walks**

During the spring Robin Roecker, US Forest Service Botanist, leads a wildflower walk through the Station Cove Area. This area of the park and adjoining National Forest tract is one of the best places to observe wildflowers in the upstate.

#### **Discover Carolina**

In addition to programs offered to the general public Oconee Station is a Discover Carolina site. Discover Carolina is a series of curriculum based field trip opportunities for school groups. Programs at Oconee Station focus on South Carolina's western frontier during the years immediately following the American Revolution. Programs are currently available on the militia garrisoned at Oconee Station and the Cherokee Indians.

# State Park Visitor Report

Weather Condition: All Weather Condition

Temperature Condition: All Temperature Conditions

Weather Notice: All Weather Notice

Start Date: 7/01/01

End Date: 6/30/02

Park Name	Vehicle Count	Vehicle Turnaround	Employee Vehicle	Passport Entry	Senior Entry	Watch Visitor	Total Vehicle	Total Visitor	Out of State
Canaan State Historic Site	2,029	0	0	0	0	0	2,029	7,080	2
<b>Grand Total</b>	<b>2,029</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,029</b>	<b>7,080</b>	<b>2</b>

# State Park Visitor Report

Weather Condition: All Weather Condition

Start Date: 3/9/02

Temperature Condition: All Temperature Conditions

End Date: 6/10/03

Weather Notice: All Weather Notice

Park Name	Vehicle	Vehicle	Employee	Passport	Senior	Walkin	Total	Total	Out of St
	Count	Turn Around	Vehicle	Entry	Entry	Visitor	Vehicle	Visitor	Visito
Deerme Station State Historic Site	1,747	0	0	0	0	0	1,747	8,071	1
<b>Grand Total:</b>	<b>1,747</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,747</b>	<b>8,071</b>	<b>1</b>



# Oconee Station State Historic Site

## Self Guiding Tour



1

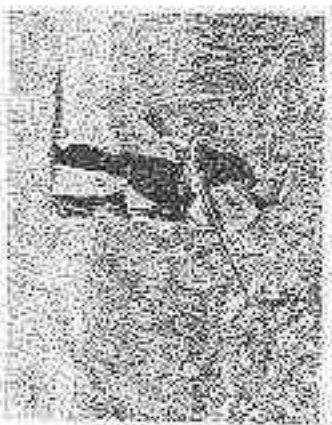
Arriving in earnest in the 1780's into the Piedmont District (today divided into Anderson, Pickens, and Oconee Counties) were the first white settlers. By 1787 Creek Indians were raiding the newly established farms and farms along the Georgia and South Carolina frontier. Responding to these raids the State of South Carolina built a series of stations (small forts) along the western frontier in 1792. Oconee Station is believed to be one of the five stations constructed in the fall of that year. Other Stations were located along the Tugaloo and Tuckaway Rivers and north as far as Oolothey near present day Table Rock State Park.

For additional information on South Carolina State Parks visit our web site [www.southcarolinaparks.com](http://www.southcarolinaparks.com)  
Or call: 1-888-88-PARKS

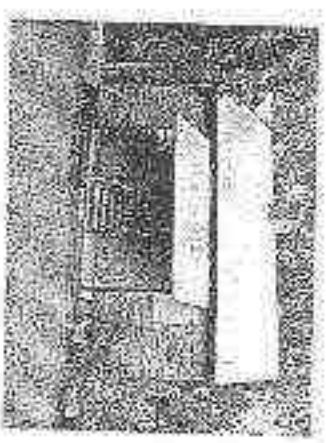
2

Still standing on this site is the only remaining structure dating to the 18<sup>th</sup> Century. Commonly called a block house, the building was the centerpiece of the 1792 fortification known as Oconee Station. A garrison of up to 30 frontier scouts and spies was maintained at Oconee Station from 1792 - 1799. These troops formed of the hardiest and best frontiersmen ruled the rugged border between South Carolina and the Indian territories.

During the 1790's Oconee Station's appearance was much different than today. Trees were likely cleared for at least 200 yards (the range of a flintlock rifle) in all directions. Additional buildings and corrals would have been necessary for thirty men and horses.



*Two papers  
found - One known  
leaf plates  
Yol Cohen*



3

Oconee Station became the first frontier fort in South Carolina to be decommissioned in the year 1792. By that time the site was a thriving frontier trading post owned and operated by the Irishman named William Richards. Built six years after the removal of the towers, the two story brick house served as his residence. Eventually the stone block house was converted into a kitchen building. Modifications such as the large brick chimney, with its four interior fire places and the stack, which are believed to have been added to the building in the early 1800's. The stone building was designed to serve as a kitchen into the mid 20<sup>th</sup> Century.

# Memo

**To:** Oconee County Council

**From:** Melissa Grant, Solid Waste Director

**CC:** Harry Hamilton, County Supervisor; Brad Norlon, County Attorney; Phyllis Lombard, Finance Director; Opa Green, Council Clerk

**Date:** October 8, 2003

**Re:** Tire Disposal Requirements

Per your request, I have discussed tire disposal procedures at length with the Solid Waste Commission. The Commission recommends that we continue accepting tires at the convenience centers and our Solid Waste Facility on Wells Highway. We should provide an accessible disposal alternative for tires, since they are banned from landfills in SC and are likely to cause a health hazard if left unattended throughout the County.

The Commission confirmed their original opinion and voted to accept the following procedures:

- The Requirements for Tire Disposal were accepted, as well as the Waste Tire Generator Form (see attached). We already require an ST-390 Form verifying that the generator has not received a tire fee rebate from the State. The new record-keeping procedures will be easily implemented in conjunction with our current practices.
- All off-road and tractor trailer (non-passenger) tires will be accepted at a rate of \$5.00 / tire. This includes tires from residents. Therefore, we will continue the practice of not accepting off-road tires at the convenience centers. Last year we accepted approximately 450 off-road tires. At that generation rate, we will receive \$2,250 / year when we charge \$5.00 / tire. This will help offset the cost of loading the tires.
- Residents will still be allowed to bring up to 4 passenger tires to the convenience centers or the Solid Waste Facility. Only large loads of tires will be limited to disposal at the Solid Waste Facility Wednesday - Friday.
- Tires for which the generator receives a tire rebate from the State, or tires from one generator totaling over 100 in one month, will be charged at a rate of \$1.50 / tire. Last year, we only received 3 loads over 100 tires from one generator. This fee will be a means of keeping quantities in check, not an opportunity for raising funds. We receive enough funding from the State to cover the cost of tire recycling if we maintain our tire tonnages. Regardless of quantity, we will still accept one-time clean-ups from residential properties at no charge, as long as the location is verified in the Solid Waste Office.

With your approval, we will advertise the above procedures. Thank you for your consideration.

# Memo

**To:** Waste Tire Customers  
**From:** Oconee County Solid Waste  
**Re:** Requirements for Tire Disposal

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The following requirements must be adhered to in order to dispose of waste tires at the Oconee County Recycling Center. If you have any questions, please call 888-1440.

1. All waste tire generators who sell new tires must provide a current copy of their Solid Waste Excise Tax Return Form ST-390, verifying that they are not receiving tire disposal credit. A current copy of the form ST-390 must accompany each load of tires for disposal. Tires for which the fee has been paid back to the generator will be charged at a rate of \$1.50 per tire. All other passenger tires will be accepted at no charge, up to 100 tires per generator per month, and then \$1.50 per tire thereafter.
2. All tires must be from Oconee County. A bill of lading will be required to verify the origin of the tires. A separate bill of lading is required for each location at which tires originated.
3. The tires must be dry and free of dirt. Tires, which have a significant amount of water or dirt will be refused. Tires should be stored in a covered area to prevent the accumulation of water and subsequent breeding of mosquitoes.
4. All waste tire generators must be registered at the Oconee County Solid Waste Office. Call the landfill or come by and pick up a registration form prior to bringing tires for disposal. Tires from businesses not registered will not be accepted.
5. All waste tire haulers must be registered with the South Carolina Department of Health and Environmental Control (SCDHEC). This applies to those who haul tires for someone other than themselves. A business can haul their tires without requiring registration. A copy of the registration from SCDHEC must be on file at the Oconee County Solid Waste Office. Contact the local SCDHEC office at 260-5569 for more information. Any hauler transporting tires without a permit on file will not be allowed to dispose of the tires regardless of whether or not the generator is registered.
6. Tires from businesses must be off the rim unless prior approval is obtained from the Oconee County Solid Waste Office.
7. All tires must be unloaded by 3:00pm. Tires from businesses are accepted Wednesday - Friday. Please call the day before bringing loads of greater than 50 tires. You will be asked to load into the trailer tires over 100 in quantity.
8. Off-road and tractor trailer tires have a fee of \$100 per ton, or \$5 per tire. Please call ahead to confirm trailer availability.
9. One-time clean-ups must be verified at the Solid Waste Office by providing a location, contact name and phone number. Please call ahead for instructions. There will be no charge for one-time clean-ups from residential properties, excluding off-road and tractor trailer tires which will be charged at a rate of \$5.00 per tire.

**WASTE TIRE GENERATOR REGISTRATION FORM  
OCONEE COUNTY  
SOLID WASTE DIVISION**

Company \_\_\_\_\_ Contract Person \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

Does your company sell tires? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, estimate how many tires you sell each month \_\_\_\_\_ New tires \_\_\_\_\_ Used

If you sell new tires, you must attach a current copy of your Solid Waste Excise Tax Return, ST-390 to this registration form.

Estimated number of tires that will be disposed each month:

Car or truck tires \_\_\_\_\_  
Oversized/heavy equipment tires \_\_\_\_\_

Disposal will be by: Generator \_\_\_\_\_ Private Hauler \_\_\_\_\_  
Private Hauler: Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_

South Carolina Department of Health and Environmental Control  
Waste Tire Permit Number (required for private hauler) \_\_\_\_\_

We hereby certify that the waste tires presented for disposal by this business/firm/corporation were generated in Oconee County.

By: \_\_\_\_\_ State of South Carolina, Oconee County  
Print Name

Title: \_\_\_\_\_ This foregoing instrument was acknowledged before me  
this date: \_\_\_\_\_

Signature: \_\_\_\_\_ Notary Public: \_\_\_\_\_

Date: \_\_\_\_\_ Commission Expires: \_\_\_\_\_

United States  
Department of  
Agriculture



Foreign and Foreign  
Agricultural  
Services

Farm Service  
Agency

Cocono FSA Office  
5013 W. South  
Broad St.  
Waihihala, S.C.  
29691-0107

September 23, 2003

Mr. Harry Hamilton  
Cocono County Supervisor  
415 S. Pine St.  
Waihihala, S.C. 29691

Dear Mr. Hamilton:

Please find enclosed form CCC-2, Lease for Real Property, for office space which is now occupied by Farm Service Agency, Natural Resources Conservation Service and Cocono Soil and Water Conservation District.

Please review the enclosed lease agreement, sign item #58, and return in the enclosed stamped, self-addressed envelope.

If you have any questions, please call this office at 864-638-2213.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth D. Blackwell".

Elizabeth D. Blackwell  
County Executive Director  
Enclosure  
BKB:bb

CCC-2  
(10-18-01)U.S. DEPARTMENT OF AGRICULTURE  
Commodity Credit Corporation

## LEASE FOR REAL PROPERTY

1. DATE	2. COUNTY NAME
09/25/2009	Greene County WILLIAMS, S.C.

3. THIS LEASE, made and entered into this day by and between Greene County Supervisor

whose address is 415 S. Pine St.  
WILLIAMS, S.C. 29691

and whose interest in the property hereinafter called the Lessor and the Farm Service Agency hereinafter called FSA

4. WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

a. The Lessor hereby leases to FSA the following described premises: 1383 net acreage square foot at 3001 W.

South Diced Street, Williams, South Carolina

to be used for office space

b. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning

10/01/2009 through 09/30/2009 subject to termination and renewal rights

as may be hereinafter set forth.

c. The FSA shall pay the Lessor actual rent of \$ 2405.00 at the rate of \$ 200.00

per month ( \$ 1.9281 per square foot) in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to Greene County Supervisor

d. The FSA may terminate this lease or decrease the amount of space at any time by giving at least 30 days notice in writing to the Lessor and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

e. This lease may be renewed at the option of the FSA for the following terms and at the following rents:

One 1-year option to renew for the term beginning October 01, 2009, through September 30, 2010. Rate negotiable at time of renewal.

provided notice be given in writing to the Lessor at least 30 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.



f. The Lessor shall furnish the PNA, as part of the rental consideration, the following:

This is a fixed-rate fully serviced lease, including janitorial services and supplies, building maintenance, grounds maintenance, and snow removal. The space will be fully maintained and altered per government requirements for occupancy by the government no later than October 31, 2002.

g. The following are attached and made a part hereof:  
(Solicitation For Offers (SFO))

h. The following changes were made in this lease prior to its execution:

5. IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the dates written above:

A. LESSOR	SIGNATURE	DATE
B. STATE OFFICE DESIGNEE	SIGNATURE	DATE
C. COUNTY EXECUTIVE DIRECTOR	SIGNATURE	DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in its programs and services on the basis of race, color, sex, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 2069, 1400 Independence Avenue, SW, Washington, D.C. 20250-4200 or call (202) 720-6300 (voice and TDD). USDA is an equal opportunity provider and employer.

## Opal Green

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**From:** Marianne Dillard  
**Sent:** Tuesday, September 23, 2003 11:14 AM  
**To:** Opal Green  
**Cc:** Robert Banks; sandra.smith; Ann Albertson  
**Subject:** Herbicidal Spraying at Five Forks  
**Importance:** High

John Little brought by a bill for \$3,678.25 for spraying out at Five Forks, for which I knew nothing of, not to mention we have no paperwork.

When I called him, he said that you had told him to bring it to me, and that Steve Moore had "gotten it approved" by Council (possibly on September 2nd).

If it was approved, where are the funds - and who should have given me a requisition? I need the requisition, plus a letter stating why procedures weren't followed ASAP, because if the invoice is not paid this week, there will be a 1-1.2% penalty added to the invoice.

Marianne A. Dillard  
Procurement Director  
Oconee County Procurement Office  
415 South Pine Street  
Walhalla, South Carolina 29691  
Phone 864/638-4141  
Fax 864/638-4142  
E-mail: [mdillard@oconeesc.com](mailto:mdillard@oconeesc.com)



## STATEMENT OF SUPPORT FOR THE GUARD AND RESERVE

**W**e recognize the National Guard and Reserve as essential to the strength of our nation and the well-being of our communities.

**I**n the highest American tradition, the patriotic men and women of the Guard and Reserve serve voluntarily in an honorable and vital profession. They train to respond to their community and their country in time of need. They deserve the support of every segment of our society.

**I**f these volunteer forces are to continue to serve our nation, increased public understanding is required of the essential role of the Guard and Reserve in preserving our national security. Their members must have the cooperation of all American employers in encouraging employee participation in Guard and Reserve training programs.

**T**herefore, we join other employers in pledging that:

1. Employment will not be denied because of service in the Guard or Reserve;
2. Employee job and career opportunities will not be limited or reduced because of service in the Guard or Reserve;
3. Employees will be granted leaves of absence for military training in the Guard or Reserve, consistent with existing laws, without sacrifice of vacation; and
4. This agreement and its resultant policies will be made known throughout our organization.

\_\_\_\_\_  
Employer



\_\_\_\_\_  
Chairman  
National Committee for Employer  
Support of the Guard and Reserve

\_\_\_\_\_  
Secretary of Defense

\_\_\_\_\_  
Title



Hugh Dorsey Foster  
251 Quail Drive  
Westminster, South Carolina 29693  
(864) 882-6971

September 10, 2003

Mr. Harry Hamilton  
Oconee County Supervisor  
South Pine Street  
Walhalla, South Carolina 29691

Re: Oconee County Housing & Revitalization Committee

Dear Mr. Hamilton,

The Oconee County Housing and Revitalization Committee has accomplished a great deal. Work in the Newry area has helped the residents and restore a part of history. However, the work in Newry is not complete and the residents are still requesting assistance.

At this time I and one other member attend meetings. A lack of interest by other members makes it impossible to hold meetings without a quorum present to accomplish issues and concerns that need to be addressed. Therefore, I am submitting my resignation from this Committee. This has been a challenge for me learning the ins and outs of how county and state government works.

By the reorganization of this committee work will continue to better Oconee County and its' residents.

Respectfully,



Hugh D. Foster, Chairperson  
Oconee County Housing &  
Revitalization Committee

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2003

ORDINANCE TO APPOINT BOARD MEMBER TO THE BOARD OF  
LAKEVIEW RESIDENTIAL CARE, INC.

BE IT ORDAINED by the Oconee County Council, in session, duly assembled and with quorum present and voting, that:

Section 1:

Oconee County Council has been requested by Lakeview Assisted Living, Inc., formerly known as Lakeview Rest Home, Inc., to appoint a member to the Board of Directors of Lakeview Assisted Living, Inc.

Section 2:

The Oconee County Council shall appoint one member of the Board of Directors to the Board of Lakeview Assisted Living, Inc.. The appointment shall be made by the Council, duly assembled, with quorum present and voting. The appointed member will serve on the Board of Directors for Lakeview Assisted Living, Inc. under such terms and conditions as set forth in the By-Laws of said Corporation.

DONE AND RATIFIED on First Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by a vote of:

\_\_\_\_\_ : YES

\_\_\_\_\_ : NO

\_\_\_\_\_  
Clerk

DONE AND RATIFIED on Second Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by a vote of:

\_\_\_\_\_ : YES

\_\_\_\_\_ : NO

\_\_\_\_\_  
Clerk

14  
\_\_\_\_\_  
DONE AND RATIFIED on a Third and final Reading this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003, by a vote of:

\_\_\_\_\_ : YES

\_\_\_\_\_ : NO

\_\_\_\_\_  
Chairman-Supervisor

Attest:

\_\_\_\_\_  
Clerk



**Oconee County**  
**Register of Deeds**

415 S. Pine St.  
Wahalla, SC 29581

September 2, 2003

Mr. Hamilton and Members of Council:

As we enter our 4<sup>th</sup> year of operation, the Register of Deeds office continues to see steady growth in both, revenue and work-load. Simply put, Oconee County is growing by leaps and bounds! **The revenue from real estate filings in this office generated \$1,439,994.94 during the '02-'03 fiscal year. That's an increase of over \$191,000.00 from the previous year!**

FY '03-'04 is off to a tremendous start as well, with July being a record-setting month, and August being our best ever, with a deposit in the general fund of over **\$231,000.00**. With no end in sight, **we are on pace to generate over 2 million dollars this year!** These are unbelievable figures for a county our size. And while we welcome the increased revenue, the demands put on our current staff have become increasingly difficult to meet.

We currently arrive early, cut lunches short, and omit any breaks, in an effort to keep up with the ever-growing workload. In order to meet these increased demands, I'm asking your consideration for the addition of a part-time employee. This individual would assist in the day-to-day operations of this office that have currently pushed my staff to the brink. I want you all to know that I would not make such a request if I didn't believe it was justified. Please feel free to call or stop by if you have any questions concerning this matter.

Sincerely,



Dale L. Butts  
Register of Deeds

September 12, 2003

Kay C. O'Boon  
HR Director  
Oconee County  
415 South Pine Street  
Walhalla, SC 29691

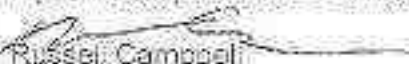
Dear Kay:

In response to the concerns raised in your recent letter regarding the reclassification of the Administrative Assistant position in the Assessor's Office, we have created a new classification consistent with comparable positions in other County departments.

Our initial recommendation was based on two issues: a desire to not create additional job classifications; and concerns that the position in the Assessor's Office not be viewed as a technical position along the lines of the appraisers. However, your concerns regarding parity with the other departments in the tax center are valid and we recommend the classification and grade below:

Position	Evaluation Pts.	Salary Grade	FLSA Status
Chief Deputy Assessor	527	19	Exempt

If you have questions or concerns, please feel free to contact me at anytime.

  
Russell Campbell  
Senior Associate

09-30-03

ADJUSTMENT OF ADMINISTRATIVE ASST. IN ASSESSOR'S OFFICE

CURRENTLY HELD BY KARTN...JSK - HIRE DATE 07-01-88

PAY GRADE - 13-M

SALARY = \$35,489

RECOMMENDATION: CHIEF DEPUTY ASSESSOR - PAYGRADE 19

1 - STEP OF GRADE 19-H = \$36,553 ADJUSTMENT OF:

\$40.92 X 19 payrolls = \$777.54

    soc. sec.       =   59.48

    retirement =   53.26

    workers comp =   2.00

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    Grand Total   = \$892.28 to complete fiscal year 2003/2004

2 - STEPS OF GRADE 19-I = \$37,650

\$83.12 X 19 payrolls = \$1,579.19

    soc. Sec.     =   20.81

    retirement =  198.17

    workers comp =   4.05

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    Grand Total  = \$1,812.22 to complete fiscal year 2003/2004

EQUIPMENT OPERATOR I - ROAD DEPT.

**UPGRADE TO EQUIPMENT OPERATOR II -**

Currently at a Grade 8-F = \$24,891.00 annual salary.

Upgrade to a Grade 10-E = \$25,638.00 " " " "

To complete fiscal year 2003/2004 cost to county = \$571.36

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2003-

AN ORDINANCE TO AMEND ORDINANCE 97-14, THE OCONEE COUNTY  
PERSONNEL POLICIES AND PROCEDURES MANUAL

BE IT ORDAINED by the Oconee County Council, in session, duly assembled and with quorum present and voting, that the Oconee County Ordinance 97-14 is hereby amended as follows:

1. Policy number 2.7  
Subject: Certification and Licensing

Oconee County requires any employee whose job requires a special license or a special certification to maintain that license or certification as a condition of continued employment. All certifications and licenses must be obtained within the specified time limit set for each position. Failure to obtain the required certification and/or license within the allotted time shall be grounds for termination. In the event an employee loses a required license or a certification, such employee shall have three (3) weeks from the date of the expiration of said license or certification to regain that certification or license. Failure to regain the certification or license shall be grounds for termination. An employee may, with the approval of the Administrative Head of the County, take a leave of absence without pay to seek recertification or a reinstatement of a required license.

DONE AND RATIFIED on First Reading this \_\_\_\_ day of \_\_\_\_\_,  
2003, by a vote of:

\_\_\_\_\_ : YES

\_\_\_\_\_ : NO

\_\_\_\_\_, Clerk