



A G E N D A

OCONEE COUNTY COUNCIL MEETING

September 7, 2021

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- August 17, 2021 Regular Minutes

County Attorney Comments

County Administrator Comments

Proclamation 2021-11 20th Anniversary of September 11, 2001

Proclamation 2021-12 United States Constitution Week

Public Comment Session

[Limited to a total of forty (40) minutes, four (4) minutes per person.]

If you are not able to attend in person and you have a comment, you may submit it by emailing ksmith@oconeesc.com or calling 864-718-1023, so that your comment may be read it into the record.

Council Member Comments

Presentation to Council

- Perry Hill & Utica Mill Hill Villages Opportunity Zone - Clemson University

Public Hearings for the Following Ordinances

If you would like to be heard during either of the public hearings, please contact Clerk to Council Katie Smith at ksmith@oconeesc.com or 864-718-1023 so that she may coordinate your participation by telephone.

Ordinance 2021-16 “AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO THE OCONEE JOINT REGIONAL SEWER AUTHORITY FOR THE PURPOSE OF SEWER INFRASTRUCTURE CONSTRUCTION AND COUNCIL MEMBERS

John Elliott, Chair, District I

Paul Cain, Vice-Chair, District III

Julian Davis, III, Chair Pro Tem, District IV

Matthew Durham, District II

Glenn Hart, District V

MAINTENANCE AT THE GOLDEN CORNER COMMERCE PARK; AND OTHER MATTERS RELATED THERETO.”

General Government matter

Third Reading of the Following Ordinances

Ordinance 2021-16 *[see caption above]*

Second Reading of the Following Ordinances

Ordinance 2021-17 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED FEE AGREEMENT BETWEEN OCONEE COUNTY AND PREZERO US SERVICES, LLC, AND AMENDING THE AMENDED FEE AGREEMENT DATED AS OF OCTOBER 1, 2019; AND OTHER MATTERS RELATED THERETO.”

General Government matter

Ordinance 2021-18 “AN ORDINANCE TO REZONE PARCEL 192-00-04-028 FROM THE CONSERVATION DISTRICT TO THE LAKE RESIDENTIAL DISTRICT, PURSUANT TO OCONEE COUNTY CODE OF ORDINANCES CHAPTER 38, ARTICLE 8.”

Forwarded from the Planning Commission

First Reading of the Following Ordinances

Ordinance 2021-19 “AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE ESTABLISHMENT OF DEVELOPMENT STANDARDS IN RELATION TO LIGHTING, SCREENING, AND BUFFERING; AND OTHER MATTERS RELATED THERETO.”

Forwarded from the Planning & Economic Development Committee

Ordinance 2021-20 “AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS FOR THE CITY OF SENECA (“SENECA WATER AND WASTEWATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE SENECA WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.”

As directed by Council on August 17, 2021

COUNCIL MEMBERS

John Elliott, Chair, District I

Paul Cain, Vice-Chair, District III

Julian Davis, III, Chair Pro Tem, District IV

Matthew Durham, District II

Glenn Hart, District V

First & Final Reading of the Following Resolutions

Resolution 2021-09 “A RESOLUTION APPOINTING AND COMMISSIONING GABRIEL HERNANDEZ AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.”

Discussion Regarding Action Items:

County Attorney discussion regarding Redistricting

Council consideration and approval for funding allocation in an amount not to exceed \$2,474,080 to the City of Walhalla for critical water infrastructure improvements throughout the unincorporated and incorporated service area from the Coronavirus State and Local Fiscal Recovery Fund

Council Committee Reports

Planning & Economic Development / Mr. Cain.....[08.17.2021]

Board & Commission Appointments

The Board & Commission seats listed below are co-terminus with Council District seats and will require [in the 1st quarter of 2021] appointment and/or reappointment as follows:

Aeronautics Commission

District 5 Seat: No questionnaires on file for this seat

Building Codes Appeal Board

1 At-Large Seat: No questionnaire on file for this seat

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

- [1] Receive legal advice and discuss opioid litigation.*
- [2] Discussion regarding an Economic Development matter, Project Ruby Slipper.*
- [3] Discussion regarding an Economic Development matter, Project Remy.*
- [4] Discussion regarding an Economic Development matter, Project Queso.*

Adjourn

COUNCIL MEMBERS

John Elliott, Chair, District I	Paul Cain, Vice-Chair, District III
Julian Davis, III, Chair Pro Tem, District IV	Matthew Durham, District II
Glenn Hart, District V	

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION 2021-11
20th Anniversary of September 11, 2001**

Whereas, twenty years ago, the United States of America was forever changed on the morning of September 11, 2001, a day of infamy when the lives of nearly 3,000 men, women, and children were claimed by terrorist attacks; and

Whereas, from the darkest moment came rays of hope as many true American heroes rushed into the smoke and danger, risking their lives to save others; and

Whereas, rising from the rubble and despair, the Spirit of Patriotism strengthened as all came together, as Americans, to mourn and lift up the families who lost their loved ones; and

Whereas, it is our responsibility as Americans, twenty years later, to remember the sacrifices made by the many who answered America's call by enlisting in military service or as first responders; and

Whereas, on this solemn anniversary, may we all pause in prayerful remembrance and reflection, coming together in unity as one people, proudly joining together in our love of God, Home, and Country.

NOW, THEREFORE, we, the Oconee County Council, do hereby proclaim September 11, 2021 as Patriot Day and National Day of Service and Remembrance so that our citizens never forget those lost and the deeds of true American heroes.

APPROVED AND ADOPTED this 7th day of September 2021

OCONEE COUNTY, SOUTH CAROLINA

John Elliott, Chairman
Oconee County Council

Attest:

Acting Clerk to County Council

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION 2021-12
United States Constitution Week

WHEREAS, September 17, 2021 marks the two hundred and thirty-fourth anniversary of the signing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America, designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, we, the Oconee County Council, do hereby proclaim the week of September 17 through 23 as **CONSTITUTION WEEK** and urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

APPROVED AND ADOPTED this 7th day of September 2021

OCONEE COUNTY, SOUTH CAROLINA

John Elliott, Chairman
Oconee County Council

Attest:

Acting Clerk to County Council

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2021-16**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO THE OCONEE JOINT REGIONAL SEWER AUTHORITY FOR THE PURPOSE OF SEWER INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT THE GOLDEN CORNER COMMERCE PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, is the owner of an industrial and business park known as the Golden Corner Commerce Park (“County Property”);

WHEREAS, the Oconee Joint Regional Sewer Authority (“OJRSA”) wishes to acquire from County, and County wishes to grant to OJRSA, certain easement rights for the construction, maintenance, alteration, and replacement of sewer infrastructure under and through certain portions of the County Property (collectively, the “Easements Rights”);

WHEREAS, the form, terms, and provisions of the Sewer Infrastructure Easement Agreement (the “Easement Agreement”) now before the Oconee County Council (“Council”), a copy of which is attached hereto as Exhibit A, are acceptable to the Council for the purpose of giving effect to the Easement Rights; and

WHEREAS, Section 4-9-30(2) of the South Carolina Code of Laws authorizes the County to transfer or otherwise dispose of interests in real property.

NOW, THEREFORE, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the grant of the Easement Rights subject to and in conformity with the provisions of the Easement Agreement.
 2. The County Administrator is authorized to execute and deliver the Easement Agreement on behalf of County in substantially the same form as attached hereto as Exhibit A, or with such changes as are not materially adverse to County and as the Administrator shall approve with advice from the County Attorney.
 3. The County Administrator is further authorized to execute and deliver any and all other documents or instruments on behalf of the County, as relate to the Easement Rights, in a form and substance acceptable to the County Administrator with advice from the County Attorney.
 4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance.
 5. All other terms, provisions, and parts of the Oconee County Code of Ordinances, not
- 2021-16

amended hereby, directly or by implication, shall remain in effect.

6. This Ordinance shall take effect and be in full force from and after third reading and enactment by Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2021.

ATTEST:

Acting Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: July 20, 2021
Second Reading: August 17, 2021
Third Reading: September 7, 2021
Public Hearing: September 7, 2021

Grantor retains all rights to the Easement Premises not inconsistent with the rights of Grantee set forth herein. Additionally, Grantor consents to the following:

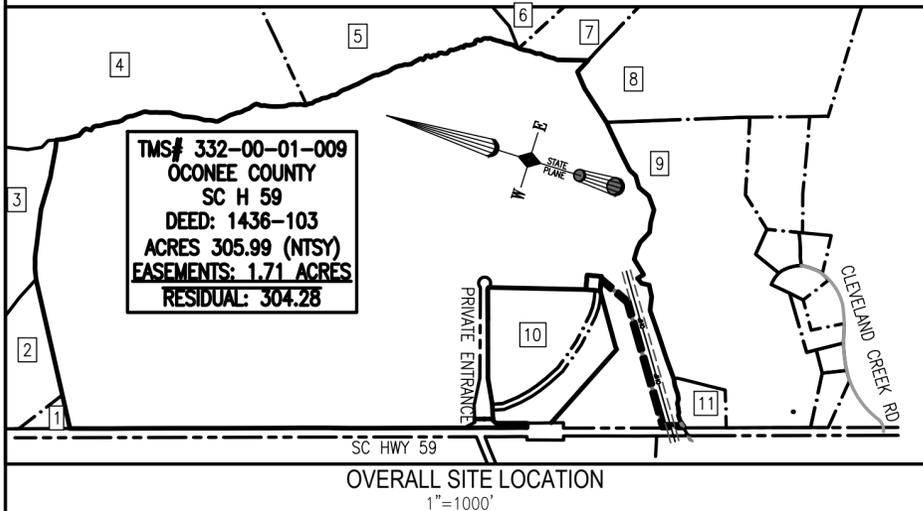
- 1) The Grantor shall not damage or cause to be damaged through acts of the Grantor any of the pipelines or appurtenances of the system.
- 2) No building or structures, pipes or underground lines, ponds or lakes, shall be constructed by the Grantor within the Easement Premises without first obtaining the prior written consent of the Grantee, which shall not be unreasonably withheld, delayed, or conditioned.
- 3) The Grantor shall not excavate or fill within the Easement Premises or cause a substantial change in the topographical features of the Easement Premises as it exists on the date of these presents without first obtaining the prior written consent of the Grantee, which shall not be unreasonably withheld, delayed, or conditioned. Any street, road, drive, or right-of-way constructed by the Grantor over, through or across the Easement Premises shall be done at the peril of the Grantor. Therefore, the Grantee shall not be responsible for any damage done to any such street, road or drive should it become necessary to disturb the same to effect relocations, changes, renewals, substitutions, replacements, or maintenance of the said lines or appurtenances thereto, unless such relocation, change, renewal, substitution, replacement or maintenance is occasioned by the negligence or wilful misconduct of the Grantee.

In addition to the consideration paid by the Grantee herein to the Grantor for the granting of this easement, the Grantee agrees to the following:

- a) To replace and restore any grasses, ornamental shrubs, bushes, or trees located in or about the Easement Premises which were destroyed or damaged during construction or maintenance of the pipeline or its appurtenances.
- b) To replace driveways, fences, sidewalks, curbing and parking areas disturbed or damaged during initial construction, maintenance, or repair of the sewer pipeline or its appurtenances.
- c) To pay to the Grantor any damages occasioned by the destruction of or injury to any growing crops located and situate on or about the Easement Premises occasioned by the Grantee going upon the Easement Premises to maintain the said line or its appurtenances, including but not limited to such destruction during the exercise of the Grantee's rights of ingress and egress to the Easement Premises.
- d) Upon completion of construction, or upon completion of any subsequent maintenance, change, or relocation within the Easement Premises, the Grantee shall cause the area within the Easement Premises disturbed by such construction or maintenance to be sowed in ground cover.
- e) To allow the Grantor to connect and attach onto the sewer line, in accordance with current rules, regulations, and fees currently charged to users of the same class, such connection shall be according to standards of the Oconee County Sewer Use Ordinance and specifications and plans approved by the Grantee. In addition thereto, the Grantee covenants that the user's charge applicable to the Grantor shall not be greater than charges made to others of that class of use similar to the Grantor, regardless of location.
- f) Grantee shall indemnify, defend, and hold Grantor, its representatives, agents, employees, successors and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property which may have arisen, or be claimed to have arisen, from or out of (i) any damage, accident, injury, or other similar occurrence in or on the Grantor's property, including the Easement Premises, due to Grantee's negligence or misconduct or (ii) the use, maintenance or repair of the Easement Premises by Grantee, its guests, invitees, agents, or contractors.
- g) The easement shall not be exercised by the Grantee in a manner so as to prevent or unreasonably interfere with the use and enjoyment of the Grantor's property, including the Easement Premises, by Grantor, its employees, servants, agents, guests, and invitees.
- h) The items to be constructed, installed, operated, and maintained on the Easement Premises shall be constructed, installed, operated, and maintained in a safe manner, consistent with all applicable laws, industry standards, and manufacturers' requirements.
- i) Any damage to the Grantor's property caused by the Grantee's activities, shall be replaced or repaired by the Grantee to the satisfaction of the Grantor.

ADJACENT PROPERTY OWNERS

1.	TMS# 332-00-01-008	KENNETH H & ELIZABETH BECKER	DEED: 1309 241
2.	TMS# 332-00-01-001	KENNETH H & ELIZABETH BECKER	PLAT: B629 4&5
3.	TMS# 326-00-01-009	BLANKET BACK LLC	DEED: 1607 159
4.	TMS# 332-00-01-012	KENNY E & PATRICIA CAIN	PLAT: B282 2
5.	TMS# 332-00-01-005	RAINEY B & JACKIE S & TYE WALTERS	DEED: 2009 231
6.	TMS# 332-00-01-016	THOMAS O BOYKIN III	DEED: 1815 295
7.	TMS# 332-00-01-015	THOMAS O BOYKIN III & JOSHUA L BOYKIN	PLAT: B128 1
8.	TMS# 337-00-04-009	THOMAS O BOYKIN III	DEED: 1559 170
9.	TMS# 332-00-01-023	PIONEER RURAL WATER DISTRICT	DEED: 2086 153
10.	TMS# 332-00-01-024	OCONEE ALLIANCE	DEED: 2344 287
11.	TMS# 337-00-04-015	WALLACE E COBB SR & DIANE H COBB	DEED: 1119 158

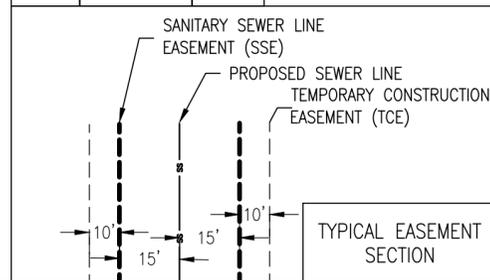


Line Table

Line #	Direction	Length
L1	N12°07'44"W	42.01
L2	N12°07'44"W	77.63
L3	N77°50'20"E	120.58
L4	S12°07'44"E	119.63
L5	S77°50'20"W	7.10
L6	S77°50'20"W	36.79
L7	S77°50'20"W	76.69
L8	S56°48'18"W	166.55
L9	S17°23'29"E	151.05
L10	S41°17'11"W	34.94
L11	N17°38'40"W	191.70
L12	N56°48'18"E	189.96
L13	N56°48'18"E	299.94
L14	N56°50'05"E	300.00
L15	N56°46'32"E	295.30

LEGEND

	PROPERTY LINE W/ CORNER (AS DESC.)
	EASEMENT LINE NEW
	EASEMENT LINE EXISTING
	RIGHT OF WAY LINE
	ADJACENT PROPERTY LINE
	TEMPORARY CONSTRUCTION EASEMENT
	PROPERTY LINE TIE
	CENTERLINE (PAVEMENT)
	RIGHT OF WAY CENTERLINE
	SANITARY SEWER LINE
	FEMA FLOOD LINE
	30' SANITARY SEWER EASEMENT(15'E.S)(SSE)
	10' TEMPORARY CONSTRUCTION EASEMENT (TCE)



TMS# 332-00-01-009
OCONEE COUNTY

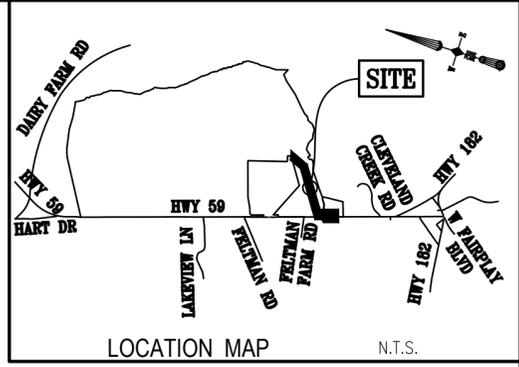
TMS# 332-00-01-009
OCONEE COUNTY

TMS# 332-00-01-009
OCONEE COUNTY
SC H 59
DEED: 1436-103
ACRES 305.99 (NTSY)
EASEMENTS: 1.71 ACRES
RESIDUAL: 304.28

N: 985364
E: 1400338

N: 984222
E: 1400651

NEW 30' SEWER EASEMENT SITE
1.05 ACRES(SSE)
0.66 ACRES(TCE)



- GENERAL NOTES:**
- THE PURPOSE OF THIS EXHIBIT IS TO GRANT A PERMANENT SANITARY SEWER EASEMENT FROM OCONEE COUNTY (TAX MAP PARCEL 332-01-009) TO OCONEE JOINT REGIONAL SEWER AUTHORITY.
 - THIS PLAT SHOWS ONLY EASEMENTS WHICH ARE OBVIOUS OR APPARENT TO THE SURVEYOR.
 - STATE PLANE COORDINATES ARE FOR GIS PURPOSES ONLY.
 - BY GRAPHIC PLOTTING ONLY, THIS PROPERTY APPEARS TO BE IN FLOOD ZONES "A" & "AE" (NAVD 1988) AS SHOWN ON FLOOD INSURANCE RATE MAP #FM45073C0440C, EFFECTIVE DATE: 09/11/2009, LOCATED IN COMMUNITY #450157.

ABBREVIATION LEGEND

RBF	REBAR FOUND
SSE	SANITARY SEWER EASEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
ES	EACH SIDE (15' EACH SIDE)

SYMBOLS LEGEND

- 5/8" REBAR FOUND
- ✕ X-MARK IN CONCRETE
- CA COMMUNICATION ACCESS

REFERENCE PLATS

- STEPHEN R EDWARDS 3/31/2017 B629-4-5

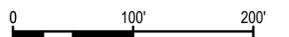
SANITARY SEWER EASEMENT PLAT

FOR A PORTION OF TAX MAP NUMBER
332-00-01-009
PREPARED FOR
OCONEE COUNTY
LOCATED IN OCONEE COUNTY, SOUTH CAROLINA
BY

DAVIS & FLOYD

SINCE 1954

1319 HIGHWAY 72-221 EAST
GREENWOOD, SOUTH CAROLINA 29649
864-527-9800



SCALE: 1"= 100'

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

Jeffrey W. Poole
JEFFREY W. POOLE PLS# 18267 864-229-5211



SURVEYOR	CHECKED	JOB NO.	
A. ANDERSON	J. POOLE	13509-14	
DRAWN	APPROVED	DATE	
M. MONTGOMERY	J. POOLE	07/13/2021	
NO.	REVISED	CHK.	DATE

SECOND AMENDMENT TO FEE AGREEMENT

THIS SECOND AMENDMENT TO FEE AGREEMENT is made and entered into as of _____, 2021, by and between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council as governing body of the County, and PREZERO US SERVICES, LLC, a Delaware limited liability company qualified to conduct business in the State of South Carolina (“*PreZero*”).

WITNESSETH:

WHEREAS, Oconee County, South Carolina (the “*County*”), acting by and through its County Council, and as authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, entered into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement having an effective date of October 1, 2014 with ACI Plastics South, LLC, a South Carolina Limited Liability Company (“*ACI Plastics*”), whereby the County covenanted with ACI Plastics to accept certain payments in lieu of *ad valorem* taxes, with respect to investments by ACI Plastics relating to ACI Plastics’ establishment of a thermo plastic compound manufacturing facility in Oconee County, South Carolina, which lies in a Multi-County Industrial Park established by the County (the “*Original Project*”);

WHEREAS, the Fee Agreement was approved by the County Council on October 7, 2014;

WHEREAS, on October 1, 2019, the County entered into an Amended Fee Agreement (the “*Amended Fee Agreement*”) adding ACI Properties South, LLC (“*ACI Properties*”), and Greencycle US Holding, Inc. as sponsors (“*GreenCycle*” and together with ACI Plastics and ACI Properties, the “*Original Sponsors*”);

WHEREAS, the Amended Fee Agreement committed the Original Sponsors to a minimum investment of \$10 million in the County on or before December 31, 2020;

WHEREAS, the Fee Agreement provided that if the \$10 million goal was met by December 31, 2020, the investment period would be extended until December 31, 2025 for fee in lieu of tax expenditures otherwise subject to *ad valorem* taxes except for the fee granted in the Fee Agreement;

WHEREAS, the Amended Fee Agreement provided that as of October 1, 2019, ACI Plastics had invested \$1,700,000 in the Project under the Fee Agreement and committed that the Original Sponsors would invest not less than \$10,000,000 on or before December 31, 2020 in compliance with the minimum investment required by the Act;

WHEREAS, the Original Sponsors invested \$14,760,422 in the Project under the Amended Fee Agreement on or before December 31, 2020 in compliance with the minimum investment required;

WHEREAS, pursuant to one or more transactions involving the Original Sponsors and PreZero, which transactions closed on July 9, 2021 (“*Closing*”), the Original Sponsors sold, assigned, and transferred (the “*Transfer*”) to PreZero all of their rights, titles, and interests in and to the Original Project, including without limitation all real and personal property qualifying as Economic Development Property (the “*FILOT Property*”) and all of their rights, titles, and interests in, to, and under the Fee Agreement as amended by the Amended Fee Agreement;

WHEREAS, Section 4.11 of the Fee Agreement, as amended by the Amended Fee Agreement, and Section 12-44-120 of the Act permit assignment or transfer of the Fee Agreement and the FILOT Property provided the County enacts a written consent via a resolution of County Council;

WHEREAS, pursuant Resolution 2021-08, duly adopted on July 20, 2021 by County Council, the County approved, contingent on the Closing, the Transfer and authorized the execution of the Assignment (as defined below);

WHEREAS, the County, the Original Sponsors, and PreZero entered into an agreement to transfer the Fee Agreement to PreZero dated July 20, 2021 (the “*Assignment*”);

WHEREAS, certain provisions in the Assignment required clarification and in furtherance of such clarification, the County and PreZero executed Addendum #1 to that certain Agreement as to Assignment and Assumption of Amended Fee Agreement, dated July 27, 2021;

WHEREAS, the Closing took place on July 9, 2021;

WHEREAS, the County and PreZero have agreed to amend the Fee Agreement to provide for certain special source revenue credits in connection with PreZero’s agreement to make an additional investment of \$11,500,000 in the Project and create 32 new jobs;

WHEREAS, Section 12-44-40(K)(1) and (2) of the Act permits the County to amend the Fee Agreement as requested by PreZero; and

WHEREAS, the County Council finds that granting the request of PreZero to so amend the Fee Agreement is in the best interest of the County and its people since it will induce PreZero to continue the Project, make additional investment, and create new jobs in the County; and

WHEREAS, pursuant to the Second Amended Fee Ordinance, adopted on _____, 2021, the County Council authorized the County to enter into this Second Amended Fee Agreement;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Second Amended Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

“Act” shall mean Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

“Authorized Sponsors Representative” shall mean any person designated from time to time to act on behalf of each or any of the Sponsors by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsors, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsors Representatives to act for the Sponsors with respect to different sections of this Amended Fee Agreement.

“Chairman” shall mean the Chairman of the County Council of Oconee County, South Carolina.

“Code” shall mean the Code of Laws of South Carolina, 1976, as amended.

“Company” shall mean PreZero US Services, LLC, a Delaware limited liability company duly qualified to transact business in the State.

“County” shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” shall mean the Oconee County Council, the governing body of the County.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Second Amended Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsors’ removal of equipment pursuant to Section 4.5 of this Second Amended Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.6 of this Second Amended Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.7 of this Second Amended Fee Agreement.

“Economic Development Property” shall mean all items of real and/or tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Second Amended Fee Agreement, and which are identified by the Sponsors in connection with the required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing

may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsors.

“Equipment” shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures constitute Economic Development Property and thus become a part of the Project pursuant to this Amended Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.12 of this Amended Fee Agreement.

“Extended Investment Period” shall mean the investment period for the Project from January 1, 2021 until December 31, 2025.

“Facility” shall mean any such facility that the Sponsors may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land acquired by or on behalf of the Sponsors for the Project.

“Fee Agreement” shall mean the Fee Agreement dated as of October 1, 2014, by and between ACI Plastics and the County, as amended by the Amended Fee Agreement dated as of October 1, 2019, by and between the County and ACI Plastics, ACI Properties, and GreenCycle.

“Fee Term” shall mean the period from the date of delivery of this Second Amended Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Second Amended Fee Agreement.

“FILOT Payments” shall mean the payments to be made by the Sponsor pursuant to Section 4.1 hereof.

“Improvements” shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Amended Fee Agreement.

“Initial Investment Period” shall mean the period commencing with the first day that economic development property was acquired pursuant to the Fee Agreement and ending on December 31, 2020.

“Investment Period” shall mean the period commencing with the first day that economic development property was acquired pursuant to the Fee Agreement and continuing pursuant to this Second Amended Fee Agreement and ending on December 31, 2025 (the Initial Investment Period plus the Extended Investment Period).

“New Investment” shall mean all investment by the Sponsor from the date of this Second Amended Fee Agreement until the end of the Investment Period.

“Non-Qualifying Property” shall mean that portion of the Project consisting of: (i) property as to which the Sponsor incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; and (ii) any released property or

other property which fails or ceases to qualify for FILOT Payments, including without limitation property as to which the Sponsor has terminated the FILOT. The Sponsor agrees that the real estate improvements on the Real Property as of the date of this Agreement shall constitute Non-Qualifying Property for purposes of this Agreement.

“Phase” or “Phases” in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty years after each such Phase of the Project becomes subject to the terms of this Amended Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31, 2055, except with respect to the New Investment, for which the County has agreed to a 20-year term, such that the last Phase Termination Date shall be no later than December 31, 2045.

“Project” shall mean the Equipment, Improvements, and/or Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility, and includes the Original Project. The Project involves an initial investment of sufficient sums to qualify under the Act.

“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this Second Amended Fee Agreement.

“Real Property” shall mean real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such shall become a part of the Project under the terms of this Amended Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of the Fee Agreement and this Amended Fee Agreement.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof, all of which the Sponsors shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Second Amended Fee Agreement: (a) components or Phases of the Project or portions thereof which the Sponsors, in their sole discretion, determine to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Sponsors in their sole discretion, elect to remove pursuant to Section 4.6(c) or Section 4.7(b)(iii) of this Amended Fee Agreement (subject, always, to the terms and provisions of Section 4.3, hereof). (subject, always, to the terms and provisions of Section 4.3, hereof).

“Replacement Property” shall mean any property which is placed in service as a replacement pursuant to Section 4.2 for any item of Equipment or any Improvement which is scrapped or sold by the Sponsors and treated as a Removed Component under Section 4.5 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Second Amended Fee Agreement” shall mean this Second Amended Fee Agreement dated as of _____, 2021, which amends and replaces the Fee Agreement, except as otherwise noted herein or in the Fee Agreement.

“Second Amended Fee Ordinance” shall mean the Ordinance of the County Council adopted on _____, 2021 authorizing the Second Amended Fee Agreement dated as of _____, 2021.

"Special Source Revenue Credit" shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

“Sponsor” shall mean the Company as assignee pursuant to the Assignment. Any reference to any agreement or document in this Article I or otherwise in this Second Amended Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Sponsors as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Second Amended Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the amendment of the Fee Agreement, and the execution and delivery of this Second Amended Fee Agreement and any and all other agreements described herein or therein.

(b) The Project, as represented by the Sponsor to the County, constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project, except for Non-Qualifying Property, shall be considered Economic Development Property under the Act.

Section 2.2 Representations of the Sponsor. The Sponsor represents and warrants to the County as follows:

(a) The Sponsor represents and warrants that the Sponsor is duly organized and in good standing under the laws of the State, and is qualified to do business in the State, has the power to enter into this Second Amended Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Second Amended Fee Agreement.

(b) The Sponsor represents and warrants that the execution and delivery of this Second Amended Fee Agreement by the Sponsor and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Sponsor intends to operate the Project for the purpose of manufacturing and engineering of thermo plastics compounds for industry and commercial use and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsor to locate and expand the Facility in the State.

(e) Inasmuch as at present the Sponsor and the Original Sponsors have invested at least \$10,000,000 in the Project under the Fee Agreement on or before December 31, 2020, the cost of the Project will exceed the minimum investment required by the Act and the Investment Period has thus been extended to December 31, 2025 for fee in lieu of tax eligible investments, subject to the fee, in the Project (counting the investment already made in the Project under the Fee Agreement and the Amended Fee Agreement).

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Sponsor has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project, and the Original Sponsors have already invested at least \$10,000,000 in the Project under the Fee Agreement and Amended Fee Agreement which are being amended by this Second Amended Fee Agreement.

Pursuant to the Act, the Sponsor and the County hereby agree that the property properly comprising the Project shall be Economic Development Property as defined under the Act.

Section 3.2 New Investment. The Sponsor agrees to use reasonable efforts to make an additional investment of \$11,000,000 on or prior to the end of the Extended Investment Period. In consideration of the existing investment and the pursuit of this additional investment by the Sponsor, and provided that the Economic Development Property comprising the New Investment is placed in service prior to the end of the Extended Investment Period, the County agrees that all additional investment shall be entitled to the benefits of this Second Amended Fee Agreement. Furthermore, as described in Section 4.1 below, the County agrees to provide Sponsor with a 20% special source revenue credit for a period of 5 years for the New Investment.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 FILOT Payments and Special Source Revenue Credits.

Pursuant to Section 12-44-50 of the Act, the Sponsor is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Project has already

involved an investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A) (1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service, as follows: the Sponsor shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2025. Said payments are to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arm's length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue and Taxation will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company and Sponsors for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Second Amended Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase is or becomes subject to the Second Amended Fee Agreement.

Step 2: Apply an assessment ratio of six percent (6.0%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.

Step 3: Multiply the taxable values, from Step 2, by the millage rate in effect at the Project site, for all taxing entities, on June 30, 2014, which the parties hereto believe to be 215.0 mils, (which millage rate shall remain fixed for the term of this Second Amended Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the thirty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

With respect to the New Investment only, the County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of the Sponsor's investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability (the amount due to the County following the completion of Step 3 above) equal to 20% of the annual FILOT Payments with respect to the New Investment for a period of 5 years.

The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this Second Amended Fee Agreement. For purposes of this Fee Agreement, "Qualifying Infrastructure Costs" shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

In order to receive the Special Source Revenue Credit on Non-Qualifying Property, the Sponsor agrees to waive the tax exemptions that otherwise may be applicable if the Non-Qualifying Property were subject to ad valorem taxes, including the exemptions allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina, and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Agreement without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsors with the benefits to be derived herefrom, it being the intention of the County to offer the Sponsors a strong inducement to locate the Project in the County. If due to such invalidity or unenforceability the Project is deemed to be subject to ad valorem taxation for any reason, the payment in lieu of ad valorem taxes to be paid to the County by the Sponsors shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Sponsor if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Sponsor with respect to the Project pursuant to the terms hereof.

Section 4.2 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows: (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Sponsors for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Sponsors with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.3 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution of Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project subject to the provisions of the Act, shall be reduced in the same proportion as the amount of such Diminution of Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; provided, always, however, and notwithstanding any other provision of this Agreement, that if at any time subsequent to December 31, 2020, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than \$10,000,000, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make payments for the Project equal to the payments which would be due if the Project property were not Economic Development Property.

Section 4.4 Place and Allocation of Payments in Lieu of Taxes. The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

Section 4.5 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Amended Fee Agreement, and subject, always, to Section 4.3, hereof, the Sponsor shall be entitled upon written notice to the County to remove the following types of

components or Phases of the Project from the Project with the result that said components or Phases shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Second Amended Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which each of the Sponsors, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which each of the Sponsors, in their sole discretion, elects to remove pursuant to Section 4.6(c) or Section 4.7(b)(iii) hereof..

Section 4.6 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Agreement, the Sponsor may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor, subject, always, to Section 4.3, hereof. Subject to the provisions of the Act, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Sponsor elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.7 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Second Amended Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, the Sponsor, subject, always, to Section 4.3, hereof, may elect: (i) to terminate this Amended Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.8 Maintenance of Existence. The Sponsor agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain

its existence and good standing under all applicable provisions of State law. Provided, however, the Sponsor may merge with or be acquired by another company so long as the surviving company has a net asset value equal to or greater than that of the Sponsor.

Section 4.9 Indemnification Covenants.

(a) The Sponsor agrees to indemnify and save the County, its employees, officers, and agents (the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County’s entry into this Agreement, except such claims as may arise from the failure of the representations made by the County pursuant to Sections 2.1(a) and 2.1(c). The Sponsor shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County; the Sponsor shall defend them in any such action, prosecution or proceeding, with counsel reasonably acceptable to the County.

Section 4.10 Confidentiality/Limitation on Access to Project; Records and Reports. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary “state of the art” manufacturing equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor’s operations could result in substantial harm to the Sponsor and could thereby have a significant detrimental impact on the Sponsor’s employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County’s police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Sponsor, if the Sponsor does provide such information to the County, the Sponsor will clearly and conspicuously mark such information as “Confidential” or “Proprietary”, or both, then, in that event, prior to disclosing any such properly marked and identified confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.11 Assignment and Subletting. Subject to the prior written consent of the County (unless such consent is expressly not required under Section 12-44-120 of the Act or any amendment

thereof) this Second Amended Fee Agreement may be assigned in whole or in part and the Project may be leased or subleased as a whole or in part by the Sponsor.

Section 4.12 Events of Default. In addition, to the specific events of default noted elsewhere herein, as to investment requirements, the following shall be “Events of Default” under this Second Amended Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Second Amended Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor to pay any other amounts to the County due hereunder or to perform any of the material terms, conditions, obligations or covenants of the Sponsor hereunder, other than those already noted in this Section 4.12 and which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.13 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Second Amended Fee Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor under this Second Amended Fee Agreement.

In addition to all other remedies herein provided, the nonpayment of payments in lieu of taxes herein shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the South Carolina Code) relating to the enforced collection of ad valorem taxes to collect any payments in lieu of taxes due hereunder.

Section 4.14 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Second Amended Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.15 Reimbursement of Legal Fees and Expenses. The Sponsor agrees to pay all reasonable and necessary expenses incurred by the County with respect to the preparation and delivery, and administration of this Agreement, including but not limited to reasonable attorneys' fees and expenses not to exceed \$5,000. The Sponsor agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further, if the Sponsor shall default under any of the provisions of this Second Amended Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Sponsor contained herein, the Sponsor will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.16 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Amended Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

As to the County:

Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29601
Attention: County Administrator

with copies (which shall not constitute notice) to:

Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29601
Attn. County Attorney

Kozlarek Law LLC
PO Box 565
Greenville, SC 29602

Attention: Michael Kozlarek, Esq.

As to the Company:

PreZero US Services, LLC
2301 E. 7th Street, Ste. A-337
Los Angeles, CA 90023
Attention: Chief Financial Officer

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

K&L Gates LLP
134 Meeting Street, Suite 500
Charleston, SC 29401
Attention: W. Ford Graham, Esq.

Section 5.2 Binding Effect. This Second Amended Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Second Amended Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Second Amended Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Second Amended Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Second Amended Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Second Amended Fee Agreement.

Section 5.6 Amendments. The provisions of this Second Amended Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time, and at the sole expense of the Sponsor, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Second Amended Fee Agreement.

Section 5.8 Severability. If any provision of this Second Amended Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be

unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligations. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS AMENDED FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS SECOND AMENDED FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10 Force Majeure. To the extent recognized by the Act, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other similar cause beyond the Sponsor's reasonable control.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliott, Chairman
Oconee County Council

ATTEST:

Amanda Brock, Administrator
Oconee County

PREZERO US SERVICES, LLC

By: _____
Name: _____
Its: _____

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-17**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED FEE AGREEMENT BETWEEN OCONEE COUNTY AND PREZERO US SERVICES, LLC (“PREZERO”), AND AMENDING THE AMENDED FEE AGREEMENT DATED AS OF OCTOBER 1, 2019; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”) to cause to be acquired properties (which such properties constitute “projects” as defined in the Act) and to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes (the “FILOT”) through a FILOT agreement (the “Fee Agreement”) pursuant to the Act through which powers the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to an Oconee County ordinance dated October 7, 2014, the County Council authorized the execution and delivery by the County of a Fee Agreement dated as of October 1, 2014 (the “Original Fee Agreement”) with ACI PLASTICS SOUTH, LLC (“ACI Plastics”) for the purpose of supporting a portion of the cost through economic development incentives, of the expansion and acquisition, by construction and purchase of buildings, improvements, machinery, equipment and fixtures which constitute a facility used for the purpose of manufacturing and engineering thermo plastic compounds in the County and all activities related thereto (the “Project”); and

WHEREAS, on October 1, 2019, the County entered into an Amended Fee Agreement (the “Amended Fee Agreement”) adding ACI Properties South, LLC (“ACI Properties”), and Greencycle US Holding, Inc. as sponsors (“GreenCycle” and together with ACI Plastics and ACI Properties, the “Original Sponsors”);

WHEREAS, the Amended Fee Agreement committed the Original Sponsors to a minimum investment of \$10 million in the County on or before December 31, 2020;

WHEREAS, the Amended Fee Agreement provided that if the \$10 million goal was met by December 31, 2020, the investment period would be extended until December 31, 2025 for fee in lieu

of tax expenditures otherwise subject to ad valorem taxes except for the fee granted in the Fee Agreement;

WHEREAS, the Amended Fee Agreement provided that as of October 1, 2019, ACI Plastics had invested \$1,700,000 in the Project under the Fee Agreement and committed that the Original Sponsors would invest not less than \$10,000,000 on or before December 31, 2020 in compliance with the minimum investment required by the Act;

WHEREAS, the Original Sponsors invested \$14,760,422 in the Project under the Amended Fee Agreement on or before December 31, 2020 in compliance with the minimum investment required;

WHEREAS, pursuant to one or more transactions involving the Original Sponsors and PreZero, which transactions closed on July 9, 2021 (“Closing”), the Original Sponsors sold, assigned, and transferred (the “Transfer”) to PreZero all of their rights, titles, and interests in and to the Original Project, including without limitation all real and personal property qualifying as Economic Development Property (the “FILOT Property”) and all of their rights, titles, and interests in, to, and under the Fee Agreement as amended by the Amended Fee Agreement;

WHEREAS, Section 4.11 of the Fee Agreement, as amended by the Amended Fee Agreement, and Section 12-44-120 of the Act permit assignment or transfer of the Fee Agreement and the FILOT Property provided the County enacts a written consent via a resolution of County Council;

WHEREAS, pursuant Resolution 2021-08, duly adopted on July 20, 2021, by County Council, the County approved the Transfer and authorized the execution of the Assignment (as defined below);

WHEREAS, the County, the Original Sponsors, and PreZero entered into an agreement to transfer the Fee Agreement to PreZero dated July 27, 2021 (the “Assignment”);

WHEREAS, certain provisions in the Assignment required clarification and in furtherance of such clarification, the County and PreZero executed Addendum #1 to that certain Agreement as to Assignment and Assumption of Amended Fee Agreement, dated July 27, 2021;

WHEREAS, the County and PreZero have agreed to further amend the Amended Fee Agreement to provide for certain special source revenue credits in connection with PreZero’s agreement to make an additional investment of \$11,500,000 in the Project and create 32 new jobs;

WHEREAS, Section 12-44-40(K)(1) and (2) of the Act permits the County to further amend the Amended Fee Agreement as requested by PreZero;

WHEREAS, the County Council finds that granting the request of PreZero to so amend the Amended Fee Agreement is in the best interest of the County and its people since it will induce PreZero to continue the Project, make additional investment, and create new jobs in the County; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of a Second Amendment to Fee Agreement by and between the County and PreZero which includes (1) the continuation of the same fee payments, in terms of calculation of payments made to the County, required under the Amended Fee Agreement, provided that any additional investment made by PreZero during the remainder of the Investment Period shall receive a 20% special source revenue credit for five years; (2) the continuation of the same fee in lieu of tax payments as under the Amended Fee Agreement only for the time required and allowed for payments under the Amended Fee Agreement, plus an extension of the Investment Period until December 31, 2025 (which was defined in the Amended Fee Agreement as an “Amended Investment Period”; (3) the appropriate agreements and terms to otherwise continue the terms and provisions, including expectations of the parties, and limitations of the Amended Fee Agreement, without change except as specified herein, and (4) the substitution of PreZero in place of the Original Sponsors in the Second Amendment to Fee Agreement as contemplated by the Assignment; and

WHEREAS, it appears that the Second Amendment to Fee Agreement above referred to (the “Second Amendment to Fee Agreement”), which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, in meeting duly assembled, as follows:

Section 1. It is the intention of the County Council and PreZero that the amendment of the Amended Fee Agreement shall not diminish or enhance the value of the existing fee in lieu of tax arrangement between the County and the Original Sponsors to either party, provided, PreZero shall be entitled to receive a 20% special source revenue credit on any additional investment in the Project during the remainder of the Investment Period.

Section 2. The terms of the Second Amendment to Fee Agreement presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Second Amendment to Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Second Amendment to Fee Agreement in the name and on behalf of the County, and thereupon to cause the Second Amendment to Fee Agreement to be delivered to PreZero. The Second Amendment to Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all

changes or revisions therein from the form of the Amended ACI Fee Agreement now before this meeting.

Section 3. The Chairman of the County Council and the Clerk to 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 Amended ACI Fee Agreement and the performance of all obligations of the County under and pursuant to the Amended ACI Fee Agreement.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. 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 _____ 2021.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliott, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Acting Clerk to County Council
Oconee County, South Carolina

First Reading: August 17, 2021
Second Reading: September 7, 2021
Public Hearing:
Third Reading:

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-18**

**AN ORDINANCE TO REZONE PARCEL 192-00-04-028 FROM THE
CONSERVATION DISTRICT TO THE LAKE RESIDENTIAL DISTRICT,
PURSUANT TO OCONEE COUNTY CODE OF ORDINANCES CHAPTER
38, ARTICLE 8.**

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the “Act”), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended to adopt zoning regulations and districts;

WHEREAS, Oconee County Council has enacted zoning regulations and established districts, now codified in Chapter 38 of the Oconee Code of Ordinances (“O.C. Code”);

WHEREAS, consistent with Section 38-8.1 of the O.C. Code, a petition to rezone a single parcel (identified by tax map number 192-00-04-028) was presented to the Oconee County Planning Commission for review and recommendation. (See petition attached as Exhibit A.);

WHEREAS, the Oconee County Planning Commission reviewed the petition and recommended that the Oconee County Council approve the request. (See Planning Commission Minutes attached as Exhibit B.);

WHEREAS, the Oconee County Council has considered the recommendation of the Oconee County Planning Commission, held a duly noticed and advertised public hearing, and approves the recommendation to rezone the parcel currently identified by tax map number 192-00-04-028 from the Conservation District to the Lake Residential District.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. The parcel currently identified by tax map number 192-00-04-028, previously zoned in the Conservation District (CD) and duly identified on the Official Zoning Map to be in the Conservation (CD) District, is hereby rezoned and shall be in the Lake Residential District (LRD), and shown as such on the Official Zoning Map in the manner depicted on Exhibit C to this Ordinance. The parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the LRD in Chapter 38 of the Code.
2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2021.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliott, Chairman, County Council
Oconee County, South Carolina

ATTEST:

By: _____
Acting Clerk to County Council
Oconee County, South Carolina

First Reading: August 17, 2021
Second Reading: September 7, 2021
Public Hearing:
Third Reading:

EXHIBIT A

Attached

EXHIBIT B

Attached

EXHIBIT C

Attached



Oconee County Planning

LAND-USE SITE-PLAN REVIEW CODE ENFORCEMENT

PETITION FOR REZONING
PURSUANT TO SECTION 38-8.6 (SUBSEQUENT REZONING)
OF THE OCONEE COUNTY CODE OF ORDINANCES

"I hereby certify that I own the lot, parcel, or tract of land currently designated by TMS # 192 - 00 - 04 - 028 (the "Parcel"). The Parcel is currently zoned in the CD (CONSERVATION) District, and I hereby request that the Parcel be rezoned to the LRD (Lake Residential) District, and that all appropriate Oconee County records, including the Oconee County Official Zoning Map, be amended to reflect this rezoning request.

In support of my request, I state the following:

SEE ATTACHED

(Attach pages if necessary.)

I acknowledge that the Oconee County Council, Oconee County Planning Commission, and Oconee County staff must take into consideration all relevant information in evaluating this petition, that the final decision rests entirely with the Oconee County Council, and that the approval of this petition is not guaranteed.

6/24/2021
Date

[Signature]
Signature Diane EA Neal

James R. Neal / DIANE E. Neal
Print Name

James and Diane Neal
116 Delaney Circle, Summerville, SC 29485
Ph: (843) 906-6190

Oconee County Planning Commission
415 Pine St
Walhalla, SC 29691

Dear Sirs,

We respectfully request you grant our rezoning request for our property at 258 Waterstone Drive, West Union, SC, TMS 192-00-04-028. We purchased the property in November of 2019. Our intention was to build our retirement home and become permanent residents. We even envisioned dividing the lot to provide a place for our children to build their home nearby. This winter, after weathering pandemic, we engaged a surveyor to survey the lot as our first step towards laying out our homesite and considering how we might provide from additional dwellings. We contacted the County Planning department to find out how we should proceed. The planning department head (Since departed) called us and told us that the property was zoned "Conservation" and the minimum lot size for building a home was 10 acres. Thus, as currently zoned we cannot even build a home on a lot that is listed on the county website as "Residential Vacant Land".

This, of course, was devastating. We are an official residential lot (lot 27) in the Waterstone HOA seen the revised HOA covenants (attached). We believe we should be accorded the same rights as the other members of the community. We want to make this our home and our family's home. I believe that when this lot was separated from the larger conservation lot, they did not complete the process of converting it to a residential lot.

Regardless of why it was not rezoned properly in the past, today we are asking you to approve our request change the zoning of our property from CD to LRD. This will allow us to build our home and accord us the same rights as those enjoyed by the others in our HOA and community.

Thank you

James R and Diane E. Neal



The image shows two handwritten signatures in black ink. The top signature is for James R. Neal, written in a cursive style. Below it is the signature for Diane E. Neal, also in cursive. The signatures are positioned to the left of the typed names above them.

EXHIBIT B

OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

Minutes

5:00 pm- Monday, August 2, 2021

Council Chambers - Oconee County Administrative Complex

Members Present

Frankie Pearson

Alex Vassey

David Nix

Mike Smith

Mike Johnson

Pat Williams

Staff Present

Vivian Kompier

Media Present

None

1. Call to order – Mr. Smith called meeting order at 5:00 PM
2. Invocation was led by Mr. Smith
3. Pledge of Allegiance was led by Mr. Johnson
4. Approval of minutes for July 8, 2021 and July 19, 2021 – Mr. Nix made a motion to approve the minutes for July 8th; seconded by Mr. Vassey and unanimously approved 6/0. Mr. Pearson made a motion to approve the minutes for July 19th; seconded by Mr. Nix and unanimously approved 6/0.
5. Public comment for non-agenda items (4 minutes per person) – None
6. Commission member comments
 - a. Mr. Smith – Planning & Economic Development Committee has asked the Planning Commission to address reducing curb cuts and increasing auxiliary turn lanes on certain corridors. Within that request is a desire to harmonize Chapter 26 (Roads & Bridges), Chapter 32 (Unified Performance Standards), and Chapter 38 (Zoning). The RV Ordinance requires a revision. Strategies that require an annual review for 2021-22 are coming up in the future.
7. Staff comments – None
8. Public Hearing 2021 – A request by James R. Neal & Diane E. Neal, the owners of a property on Waterstone Drive identified as TMS #192-00-04-028, to rezone said property, which consists of 4.343 acres, from CD (Conservation District) to LRD (Lake Residential District).

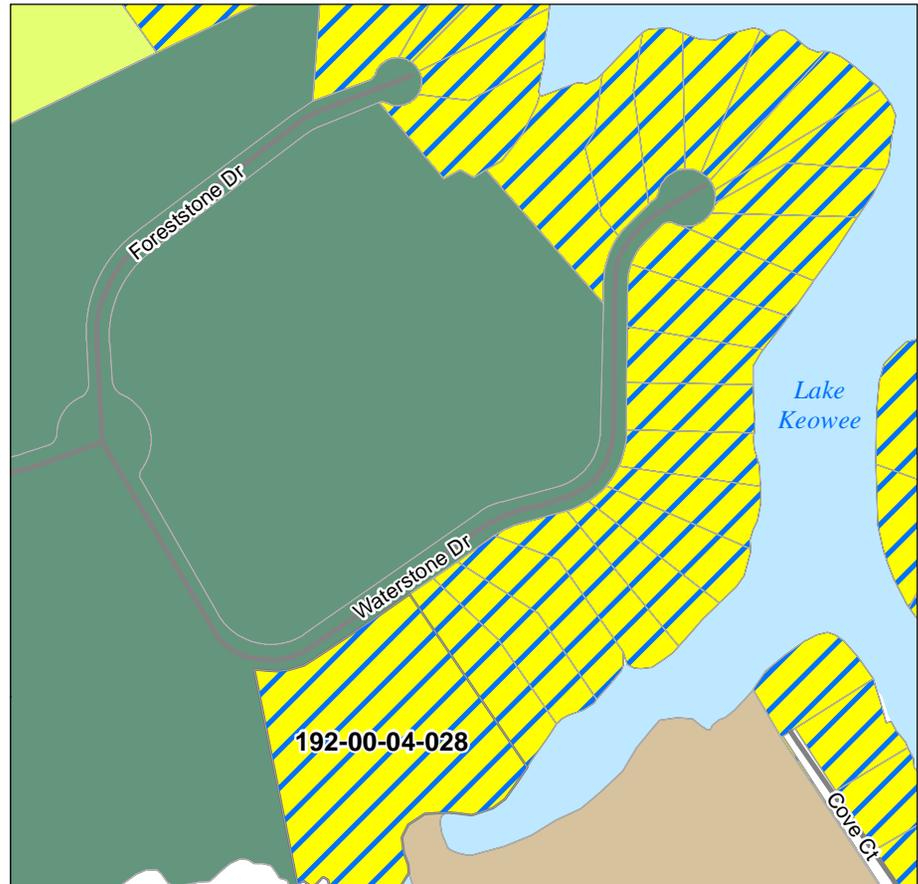
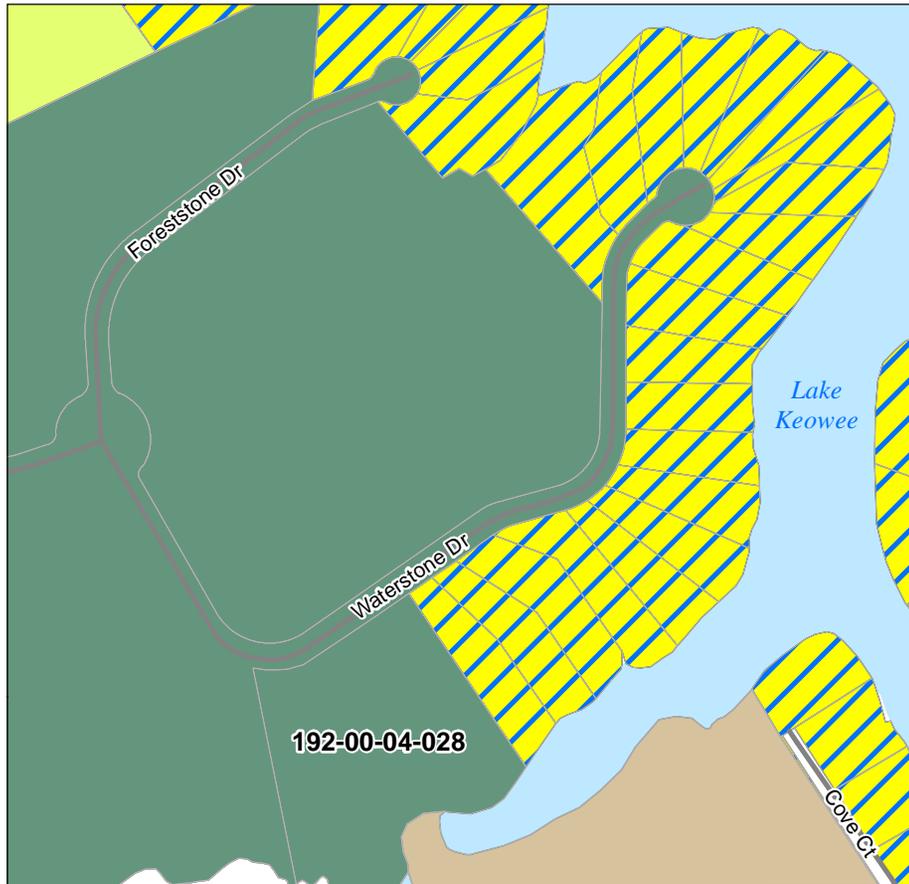
- a. Procedure – Mr. Smith read the Parliamentary Procedures adopted by the State of South Carolina and will be used for this public hearing. Public hearing is the tool used to get input from the public. Planning Commission members should refrain from making comments during the hearing and should not enter in debate with the public or other member of the Commission. There is no time limit for public comment. At the conclusion of the hearing, a motion will be made and seconded to address the rezoning request. A discussion by the Commission Members will follow. Matters addressed during the public hearing may be commented on during the Commission’s discussion. The Chair will call for a vote at the end of the discussion. The Planning Commission’s decision will be forwarded to the County Council for further action.
- b. Public Comment – none
- c. Motion – Mr. Smith made a motion that Parcel #192-00-04-028 be rezoned from Conservation District to Lake Residential District. Mr. Johnson seconded.
- d. Discussion – Mr. Johnson found in his research that the original developer of the land put a section of the development into a conservancy in 2014. He noted that this is a common practice when developers are unable to sell the land. The developer then pulled the subject parcel out of the conservancy as a residential lot for himself. At the same time, the Oconee County Tax Office changed the tax classification from Agricultural to Residential for the subject parcel. As a result, the taxes on the parcel have been paid as such. Mr. Williams asked what type of conservancy easement is on the property? The Commission deferred to Ms. Kompier, who explained that the parcel in question is **zoned** in the Conservation District; there is no easement. Mr. Johnson asked if there was a tax benefit for the developer for making the changes he made. Ms. Kompier stated that she did not find any benefit. She explained that when she first started researching the request, she thought the zoning was a mistake. Ms. Kompier contacted Lisa Simmering, Oconee County GIS Manager, and Ms. Simmering confirmed that the documentation shows the zoning was intended. Mr. Williams expressed his concern that this will open the door for others to change zoning from Conservation to Residential. Ms. Kompier addressed Mr. Williams concern stating that this is a unique piece of property. First, parcels in the Conservation District are supposed to be 10 acres or more. The subject parcel is 4.343 acres. Ms. Kompier is not sure how or why it was zoned Conservation District, but the people who bought the property last year want to build a house on it. Mr. Johnson restated that the property is classified residential on public facing documents and the tax rate has been residential since 2014. Therefore, Mr. Johnson believes that the County has already made the call—it’s residential. Mr. Pearson asked if there was a letter from the Waterstone HOA. Ms. Kompier shared a document that the Neals HOA dues are current. Mr. Pearson asked if the HOA is in agreement with the rezoning request. Ms. Kompier noted that there is no one in attendance or otherwise voicing their opposition after being notified of the public hearing. Mr. Johnson made mention of a statement in a letter that the Neals envision splitting the lot to give to their children to build next door to them. Mr. Johnson noted that this would be an issue for the Waterstone HOA, not the Planning Commission. Mr. Pearson commented on Mr. Williams concern about this request opening up a flood gate of rezoning requests. Mr. Pearson stated that the County’s zoning structure is set-up where property owners can request for property be rezoned, unlike the Conservation Bank. Ms. Kompier added that if you rezone, the property owner is not allowed to rezone back to Control Free District. Mr. Vassey asked for confirmation that the subject parcel was originally part of the larger tract of land being developed. Mr. Johnson stated that was his understanding. Mr. Vassey confirmed that the Waterstone HOA now owns the remaining 32 acres.

- e. Vote – Mr. Smith called for a vote for the motion on the table. The motion was passed unanimously 6/0. Mr. Smith made a motion that the Commission’s decision be sent to County Council for their consideration. Mr. Nix seconded and unanimously approved 6/0.
9. Adjourn – Mr. Pearson made a motion to adjourn; seconded by Mr. Nix and approved unanimously 6/0 at 5:18 PM.

EXHIBIT C

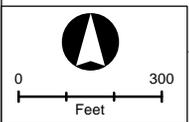
Current Zoning

Proposed Zoning



Zoning Classifications

	Municipality
	Agricultural
	Agricultural Residential
	Community Commercial
	Conservation
	Control Free
	Highway Commercial
	Industrial
	Lake Residential
	Mixed Use
	Planned Development
	Public and Recreational Lands
	Residential
	Rural Residential
	Traditional Rural



192-00-04-028

192-00-04-028

Mt Olive Church Rd

Mt Olive Church Rd

Lake Keowee

Lake Keowee

Foreststone Dr

Foreststone Dr

Waterstone Dr

Waterstone Dr

Cove Ct

Cove Ct

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-19

AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE ESTABLISHMENT OF DEVELOPMENT STANDARDS IN RELATION TO LIGHTING, SCREENING, AND BUFFERING; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (“Code of Ordinances”), as amended;

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County;

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Chapter 32 of the Code of Ordinances by adding a new section to be entitled “Development Standards: Lighting, Screening, and Buffering”;

WHEREAS, County Council has therefore determined to modify Chapter 32 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Chapter 32 of the Code of Ordinances is hereby revised, rewritten, and amended by adding a section to be entitled “Development Standards: Lighting, Screening, and Buffering” as stated on Attachment A, which is attached hereto and incorporated herein by reference.

2. County Council hereby approves and adopts Attachment A, and directs that it be codified in Chapter 32, Article VI of the Oconee County Code of Ordinances.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. Nothing contained herein, however, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard or land use provision, or decision of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Chapter 32, not amended hereby, directly or by implication, shall remain in full force.

6. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2021.

ATTEST:

Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: September 7, 2021
Second Reading: _____
Third Reading: _____
Public Hearing: _____

Attachment A

Development Standards: Lighting, Screening, and Buffering.

In order to encourage and maintain a harmonious living and business environment, the following standards shall be applicable to all developments indicated herein.

1. Applicability

The owner, or their lawfully designated agent, **of new**, non-residential, multifamily, and mixed use developments being developed adjacent to existing residential, multifamily, agricultural, or forestry uses shall be responsible for the installation and maintenance of the lighting, buffering, and screening standards set forth below.

The buffer and screening requirements may be waived or modified between adjacent property owners by agreement and pursuant to a special exemption granted by the Oconee County Board of Zoning Appeals.

Development means any manmade change to improved or unimproved real estate including, but not limited to: new homes, building structures, dredging, filling, grading, paving, or excavation operations.

2. Lighting

Lighting devices for lighting of horizontal development such as roadways, sidewalks, entrances and parking areas, and all other outdoor fixtures installed for the permanent illumination of signs, landscaping, and buildings shall be aimed, located, designed, fitted, and maintained so as not to present a hazard to drivers or pedestrians by impairing their ability to safely traverse and so as not to create a nuisance by projecting or reflecting objectionable light skyward, onto a neighboring property or onto a public roadway. Flashing lights are prohibited.

3. Screening and buffering

Screening and a physical separation (buffer) must be provided at least the entire length of the proposed development plus twenty-five percent (25%), or up to the entire length of the shared property line, as determined by the planning director or their designee, for the purpose of screening and buffering adjacent activities from view of proposed projects including but not limited to: buildings, solid-waste, parking and drive lanes, outdoor storage, signage, or lighting.

a. Screening requirements

The purpose of screening is providing a visual screen between dissimilar uses. Visual screen shall mean a static barrier which shields the neighboring uses from view at normal ground levels. The visual screen shall extend from the ground to a height of at least six feet (6'). Not more than twenty-five percent (25%) of the vertical surface shall be open to allow the passage of air, and any such openings shall be designed to obscure visibility.

Unless otherwise required, the following minimum landscaping and screening provisions will apply.

1. A minimum 6-foot-tall wall, fence, berm, evergreen screening plant material, existing vegetation or a combination of wall, fence, berm or evergreen screening plant material, existing vegetation, with a combined minimum height of six feet (6') above grade shall be used for the purposes of screening.
2. If evergreen plant material is used, it must be at least four (4) feet in height at the time of planting and capable of forming a continuous opaque screen at least six (6) feet in height, with individual plantings spaced not more than five (5) feet apart.
3. Existing vegetation may be utilized provided it provides the screening required as determined by the Planning Director or their designee.
4. Fences or walls installed for the purposes of screening shall have a "finished" side toward the adjacent or neighboring properties.

b. Buffer requirements

A buffer is a physical separation by distance between the new development and the adjacent property lines. This is not in addition to any underlying zoning district setbacks.

Buffer width

Acreage of proposed use	Minimum size of buffer
Less than 0.5 acres	5 feet
0.5-2 acres	15 feet
More than 2 acres	25 feet

c. Uses permitted in the buffer:

- Vegetation and landscaping
- Storm water drainage easements and any necessary drains, culverts, riprap, etc.
- SC DHEC approved storm water retention/detention areas
- SC DHEC approved septic systems
- Permitted signage
- Sidewalks
- Shared-use driveways/lanes between adjacent property
- Parking lot stub outs (not parking lots) for the purposes of connectivity

4. Exemptions

- a. Agricultural and Forestry uses as defined by S.C. Code § 46-45-10, et seq., sometimes referred to as the South Carolina Right to Farm Act, and S.C. Code § 48-23-205, et seq., sometimes referred to as the South Carolina Right to Practice Forestry Act.
- b. The screening and buffering requirements are not required in the following circumstances:
 - Property lines within/adjacent to public or private rights of ways/easements.
 - Property lines within/adjacent to permanent waterbodies.
 - Multi-tenant malls/town centers/ developments or Planned Development Districts for internal property lines. Property lines adjacent to properties outside of the development are required to adhere to the standards of this ordinance.

- Private recreation facilities within a residential subdivision and not adjacent to properties outside of the subdivision.

DRAFT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-20**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS FOR THE CITY OF SENECA (“SENECA WATER AND WASTEWATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE SENECA WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.

WHEREAS, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that has caused severe illness and death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

WHEREAS, recent numbers posted on the COVID Data Tracker website for the Centers for Disease Control and Prevention show that over 37 million Americans have been infected with COVID 19, and more than 625,000 deaths have resulted;

WHEREAS, COVID 19 has disrupted nearly every facet of American life, affecting families, schools, communities, and businesses in profound and unprecedented ways;

WHEREAS, the negative financial impact of COVID 19 on American society has been experienced in a variety of ways, including food and housing insecurity, business closures, job loss and long term unemployment, and a widespread want of opportunity;

WHEREAS, throughout the COVID-19 crisis, local governments were at the forefront of the response, addressing untold numbers and types of emergencies and exigencies;

WHEREAS, local governments remain uniquely positioned to take a leadership role in the recovery effort;

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by the President of the United States;

WHEREAS, among other things, ARPA established the Coronavirus Local Fiscal Recovery Fund (“Fiscal Recovery Fund”), which provides for direct aid to counties and municipalities to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

WHEREAS, the Fiscal Recovery Fund provides local governments, including Oconee County (“County”), with significant monetary resources, purposed to assist in responding to the COVID-19 public health emergency;

WHEREAS, financial assistance received by local governments through the Fiscal Recovery Fund may be used in several different ways, including but not limited to: (1) generally responding to the COVID-19 public health emergency or its negative economic impacts; (2) providing premium pay to eligible workers; (3) replacing lost public sector revenue; and (4) making necessary investments in water, sewer, or broadband infrastructure;

WHEREAS, County has been allocated Fifteen Million, Four Hundred Fifty Thousand, Eight Hundred Seventy-Eight, and 00/100 (\$15,450,878.00) Dollars, to be received in two equal installments, one of which has been received, with the other to be received in approximately 12 months (collectively “County ARPA Funds”);

WHEREAS, the Fiscal Recovery Fund permits cooperation among units of local governments in funding allowable projects. 31 CFR Part 35. (See *Supplementary Information, Section VI. Transfers.*)

WHEREAS, the City of Seneca (“Seneca”) has requested assistance from the County in order to construct, improve, and/or repair certain water and wastewater infrastructure, as more particularly described on the attached Exhibit A (the “Seneca Water and Wastewater Infrastructure Project”);

WHEREAS, the Seneca Water and Wastewater Infrastructure Project is a necessary infrastructure project within Oconee County, for it will, among other things: (1) ensure a reliable supply of clean and safe drinking water to current and future residents in the subject, area and (2) increase water use efficiency and conservation.

WHEREAS, the County desires to assist Seneca with the Seneca Water and Wastewater Infrastructure Project, by contributing an amount up to Three Million and 00/100 (\$3,000,000.00) Dollars of County ARPA Funds.

NOW THEREFORE, be it ordained by the Oconee County Council in meeting duly assembled that:

Section 1. Appropriation. Three Million and 00/100 (\$3,000,000.00) Dollars of County ARPA Funds are hereby appropriated and set aside for the Seneca Water and Wastewater Infrastructure Project.

Section 2. Expenditures. Expenditure of funds appropriated out of County APRA Funds for the Seneca Water and Wastewater Infrastructure Project is approved in an amount up to Three Million and 00/100 (\$3,000,000.00) Dollars, subject to the following conditions:

- a) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- b) County and Seneca shall enter into a subrecipient agreement, in a form common to federal grant funding, prior to the expenditure of County ARPA Funds for the

Seneca Water and Wastewater Infrastructure Project. The County Administrator is authorized to execute such an agreement on the advice of the County Attorney.

- c) The subrecipient agreement shall address all matters relevant to the County’s receipt of Fiscal Recovery Funds, including but not limited to regulatory compliance, accounting, reporting, audit preparation, use restrictions, and clawback provisions. 31 CFR Part 35.9.
- d) County reserves the right to discontinue the expenditure of funding appropriated for the Seneca Water and Wastewater Infrastructure Project at any time based on: (1) emergency or exigent circumstances; (2) due to lack of available funds; (3) if the Seneca Water and Wastewater Infrastructure Project is deemed an impermissible project, in whole or part, under ARPA, Department of Treasury regulations, or other legal authority; (4) for an actual or threatened breach of the subrecipient agreement; or (5) for convenience.

Section 4. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

Section 5. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 6. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2021.

ATTEST:

Acting Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: September 7, 2021
Second Reading: _____
Third Reading: _____
Public Hearing: _____



Robert W. Faires, III · Director of Utilities · rfaires@seneca.sc.us

July 29, 2021

To: Oconee County Council

From: Bob Faires
Seneca Light & Water

Re: Funding Allocation
American Rescue Plan Act of 2021

The following water and sewer projects have been identified to appropriately utilize the federal funds as allocated by Oconee County. All projects listed will be completed with 36 months of funds becoming available.

- **Construct a gravity sewer line** from the Sheep Farm Road sewer lift station area to the Cliffabee Leas sewer lift station. This project allows for operational alternatives to serve customers in the Bountyland Road and Hwy 28 area. Much of this line has been surveyed and engineered and would be ready for bid shortly after funds become available. (Estimated cost \$550,000)
- **Replace AC waterlines along Hwy 28.** These water lines are becoming an ever increasing issue and not only disrupts water supply to customers, but also disrupts traffic on Hwy 28 during repairs to the lines. This project will replace over 12,500 feet of 8" AC waterline and over 3,000 feet of 6" waterline with ductile iron pipe. The new lines will be located outside of the paved area of the road easement. This work will be ready for bid when funds become available. (Estimated cost \$1,550,000)
- **Rehabilitate the sanitary sewer main line along Seneca Creek.** This includes lining over 4400 feet of 15" clay sewer lines and refurbishing 30 manholes. This will help with persistent inflow & infiltration issues which affect the OJRSA Seneca Creek Lift Station. This work will be ready for bid shortly after funds become available. (Estimated cost \$800,000)
- **Replace galvanized water lines** through-out the system as funds allow. There are roughly 25 miles of old galvanized lines on the system. A majority of these lines are 2" diameter. The amount of these lines to be replaced using these funds will be dependent on the actual cost of the projects listed above. (Estimated cost \$100,000)

Attached is reference material for the projects listed. Please let me know if there are any questions or concerns.



60% COST ESTIMATE UPDATE:

BOUNTYLAND INFRASTRUCTURE PHASE 1

SENECA LIGHT AND WATER

Seneca, South Carolina

Date: July 6, 2021

Project No.: CGRE190047

Prepared by: WWN

Bountyland Gravity Sewer Extension to Cliffabee Leas

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
1	1	LS	Moblization	\$57,000	\$57,000
2			Site Work		
2.1	1,690	LF	Clearing and Grubbing	\$5	\$9,000
3			Gravity Sewer		
3.1	10	EA	48-inch diameter Gravity Sewer Manhole	\$6,500	\$65,000
3.2	1	EA	10-inch Outside Drop Connection	\$2,000	\$2,000
3.3	98	LF	10-inch diameter aerial Crossing	\$350	\$35,000
3.4	1,135	LF	10-inch PVC	\$125	\$142,000
3.5	457	LF	10-inch DIP	\$145	\$67,000
4			Other Items		
4.1	1,690	LF	Erosion and Sediment Control	\$3	\$6,000
4.2	375	CY	Rock Removal Allowance	\$150	\$57,000
4.3	15	SY	Asphalt patch	\$120	\$2,000
Construction Sub-Total:					\$442,000
Contingency, Complete Design, Permitting, CA&I (20%)					\$89,000
TOTAL PROJECT ESTIMATE					\$531,000

Water Lines
AC Lines in Red



AC Waterline Lengths
6" = 3,043.2' (0.576 miles)
8" = 12,562.7' (2.38 miles)





Sewer Line Lengths & MH Depths

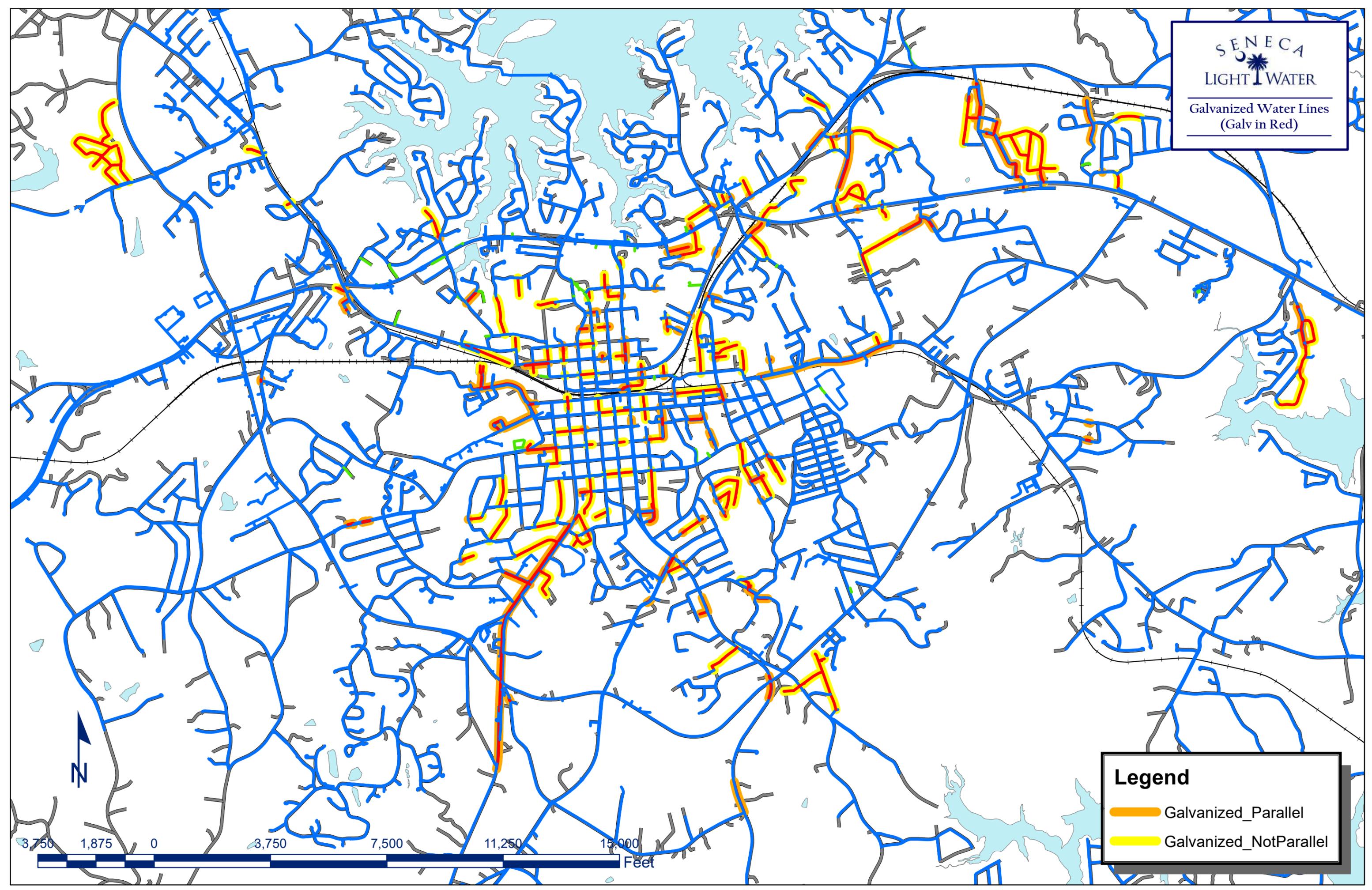
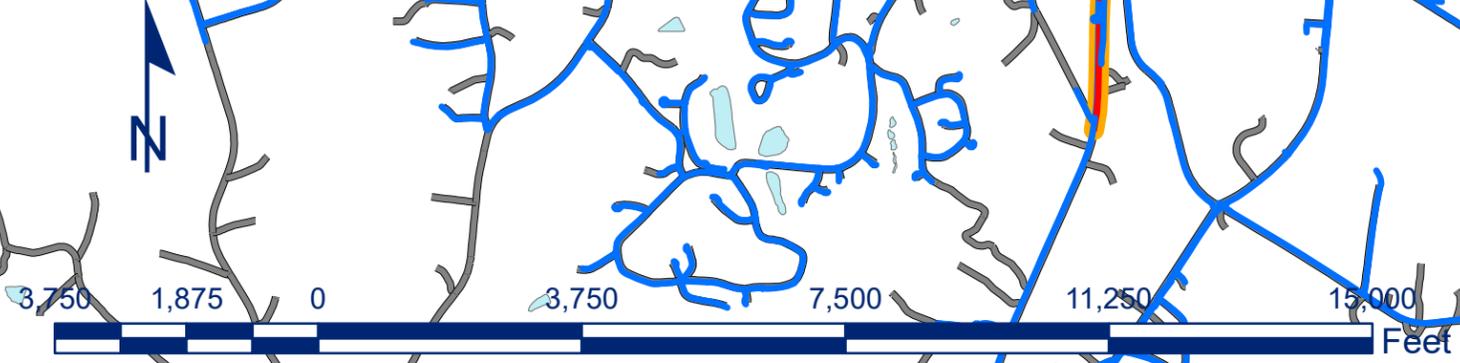


Note: Line labels identify the length in feet of that section as well as diameter in inches & material of that section of pipe. Manhole depths labeled in feet/inches.

SENECA
LIGHT & WATER
Galvanized Water Lines
(Galv in Red)

Legend

- Galvanized_Parallel
- Galvanized_NotParallel



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

RESOLUTION 2021-09

A RESOLUTION APPOINTING AND COMMISSIONING GABRIEL HERNANDEZ AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), is a body politic and corporate and a political subdivision of the State of South Carolina;

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-30 and pursuant to S.C. Code § 4-9-25, the County has the authority to enact regulations, resolutions, and ordinances not inconsistent with the Constitution and general law of the State of South Carolina, including the exercise of such powers concerning health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

WHEREAS, consistent with S.C. Code § 4-9-145 and O.C. Code § 20-30, et seq., the Oconee County Council (the “Council”) may appoint and commission, by resolution, as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

WHEREAS, in order to promote a clean, healthy, and safe environment for the citizens of Oconee County, the Council deems it proper to appoint and commission a code enforcement officer who is authorized to carry out all tasks necessary and incidental to enforce those Oconee County ordinances related to environmental control, nuisance, property maintenance, substandard housing, zoning, and land use throughout the County.

NOW, THEREFORE, be it resolved by Council in meeting duly assembled that:

Section 1. Gabriel Hernandez (“Hernandez”) is hereby appointed and commissioned as a code enforcement officer for Oconee County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon him by the governing body of the County, and with all the powers and duties conferred pursuant to the provisions of S.C. Code § 4-9-145. Provided, however, Hernandez shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer.

Section 2. Hernandez's code enforcement authority shall extend throughout the entirety of the unincorporated portions of Oconee County and shall be limited to those ordinances that are related to environmental control, nuisance, property maintenance, substandard housing, zoning, and land use. All enforcement activities shall be carried out in a manner consistent with local, state, and federal law.

Section 3. The County Administrator shall execute and provide Hernandez with a Certificate of Commission and such other credentials as are deemed necessary to serve as evidence of Hernandez's appointment and commissioning hereby.

Section 4. Hernandez shall serve as a code enforcement officer until this appointment and commission is revoked or his employment with Oconee County ends.

Section 5. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 6. This Resolution shall take effect and be in force immediately upon enactment.

RESOLVED this ____ day of _____, 2021, in meeting duly assembled.

ATTEST:

Acting Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

Mr. Danny Edwards, Mayor

Mr. Danny Woodward, Mayor Pro Tem
Ms. Sarai Melendez, Councilwoman
Mr. Keith Pace, Councilman
Mrs. Gwen Owens, Councilwoman

Mr. Josh Roberts, Councilman
Mr. David Underwood, Councilman
Mr. Julian Stoudemire, City Attorney
Mr. Timothy B. Burton, City Administrator

August 19, 2021

Oconee County Council
Mr. Matthew Durham, Councilman (District 2)
415 S. Pine Street
Walhalla, SC 29691

RE: American Rescue Plan (ARP) Funds Request

Dear Councilman Durham:

I am contacting you on the behalf of the City of Walhalla to inquire if there are any funding opportunities from Oconee County in relation to its allocation of the American Rescue Plan. The City of Walhalla has identified several water and sewer infrastructure projects across its service area.

Project Background

The City of Walhalla Water System serves a wide area, both inside and outside of the Walhalla city limits. The system has experienced significant growth over the last 2 years, and currently serves approximately 7,000 customer accounts. Walhalla has identified two areas out in the county with the most growth, with those being North Highway 11 area (Council District 2) and the Poplar Springs area (Council Districts 1 and 4). There are considerable requests for new services in these areas and an overall system upgrade would increase capacity and reduce pipeline failures, therefore increasing benefit to the user. Walhalla has spent considerable time in the Poplar Springs area repairing lines. The maps in this document denote the area, with the proposed line upgrades noted by a red line. These maps show the extent of the projects and some the adjoining parcels that are supplied or have the potential to be supplied.

Project Scope/Benefit- North Highway 11

The area served by the North Highway 11 water main include growth areas around the new Walhalla High School and the Lake Keowee area (Knox Road, Keowee School Road, Crooked Creek Road, Stamp Creek Landing Road), Country Junction area, Kelley Mill Road. The proposed North Hwy 11 project would have a direct impact on approximately 2,500 customer accounts, and would consist of installing approximately 19,000 linear feet of 12" ductile iron water main. The current line is a 6" line, that is 56 years old. The project would connect to the existing 12" main located along Sangamo Rd., in West Union, and continue north along Hwy 11 to the SC 183 bridge. The project would provide an increase in

Mr. Danny Edwards, Mayor

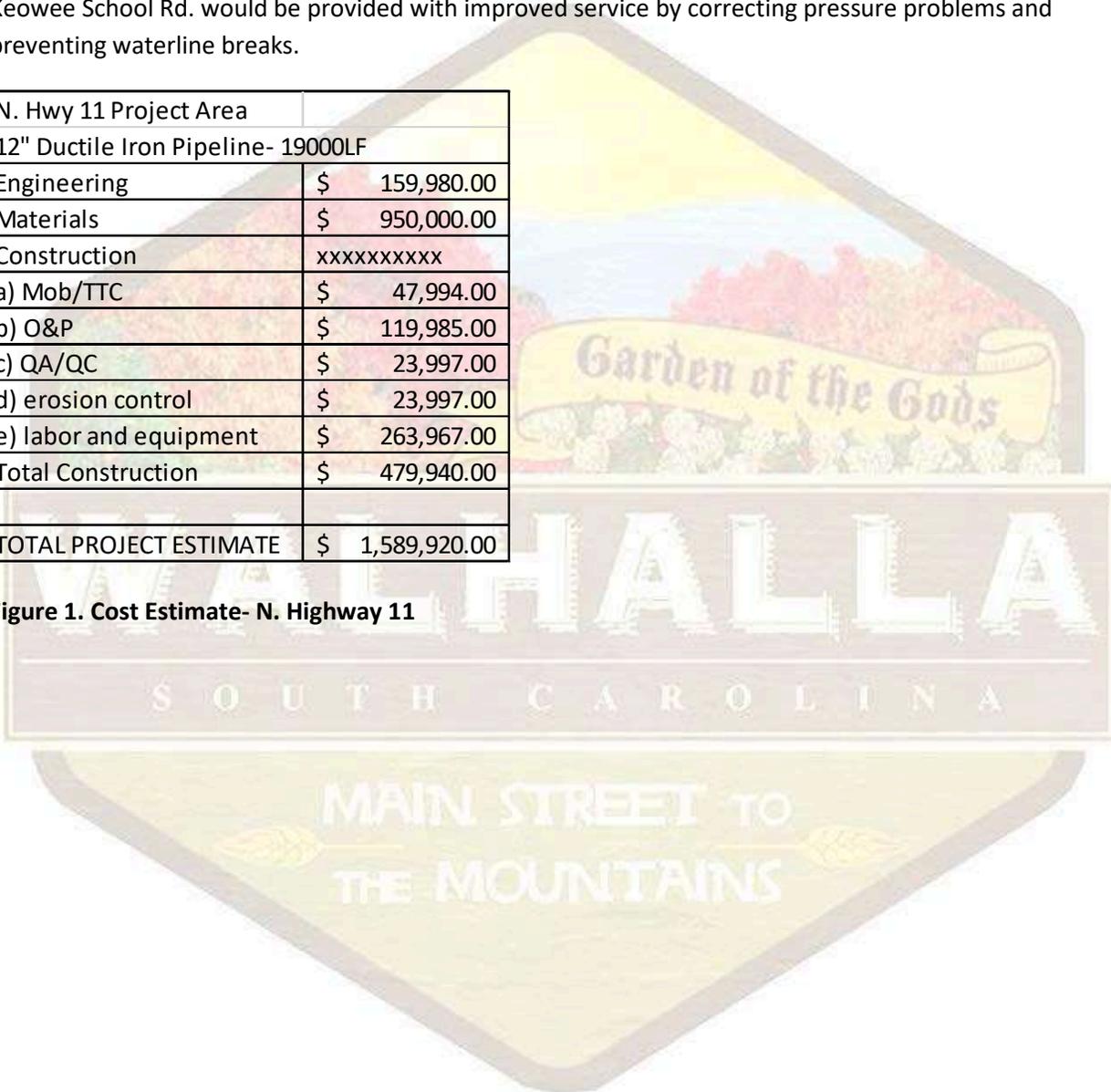
Mr. Danny Woodward, Mayor Pro Tem
 Ms. Sarai Melendez, Councilwoman
 Mr. Keith Pace, Councilman
 Mrs. Gwen Owens, Councilwoman

Mr. Josh Roberts, Councilman
 Mr. David Underwood, Councilman
 Mr. Julian Stoudemire, City Attorney
 Mr. Timothy B. Burton, City Administrator

capacity to the SC 183 booster station, allowing for improved service in the Walhalla High School area. The project would also provide a decrease in maintenance issues in the Lake Keowee area, which is currently served by a much smaller main. Several hundred acres of property along Hwy 11, SC 183, and Keowee School Rd. would be provided with improved service by correcting pressure problems and preventing waterline breaks.

N. Hwy 11 Project Area	
12" Ductile Iron Pipeline- 19000LF	
Engineering	\$ 159,980.00
Materials	\$ 950,000.00
Construction	xxxxxxxxxx
a) Mob/TTC	\$ 47,994.00
b) O&P	\$ 119,985.00
c) QA/QC	\$ 23,997.00
d) erosion control	\$ 23,997.00
e) labor and equipment	\$ 263,967.00
Total Construction	\$ 479,940.00
TOTAL PROJECT ESTIMATE	\$ 1,589,920.00

Figure 1. Cost Estimate- N. Highway 11



Mr. Danny Edwards, Mayor

Mr. Danny Woodward, Mayor Pro Tem
Ms. Sarai Melendez, Councilwoman
Mr. Keith Pace, Councilman
Mrs. Gwen Owens, Councilwoman

Mr. Josh Roberts, Councilman
Mr. David Underwood, Councilman
Mr. Julian Stoudemire, City Attorney
Mr. Timothy B. Burton, City Administrator

NORTH HWY 11 WATER PROJECT

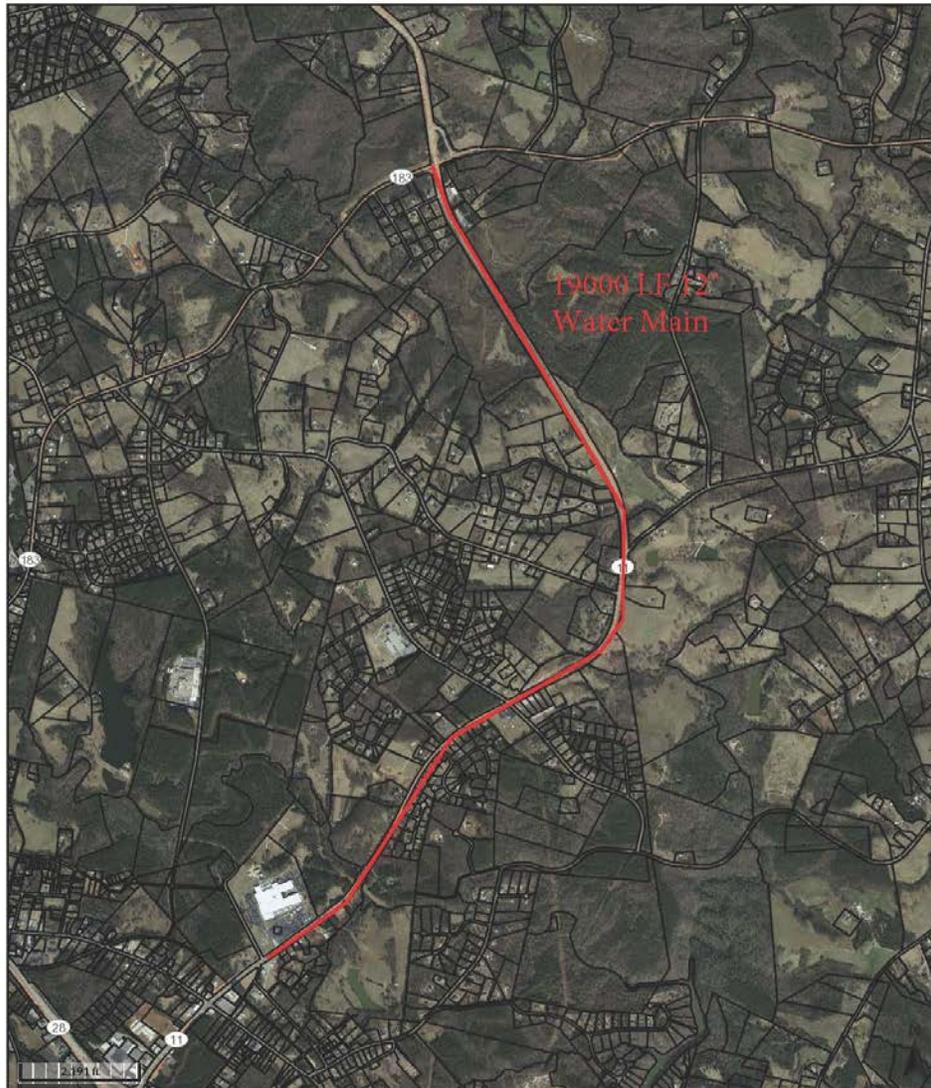


Figure 2. Project Location- H. Highway 11

Mr. Danny Edwards, Mayor

Mr. Danny Woodward, Mayor Pro Tem
 Ms. Sarai Melendez, Councilwoman
 Mr. Keith Pace, Councilman
 Mrs. Gwen Owens, Councilwoman

Mr. Josh Roberts, Councilman
 Mr. David Underwood, Councilman
 Mr. Julian Stoudemire, City Attorney
 Mr. Timothy B. Burton, City Administrator

Project Scope/Benefit- Poplar Springs

The Poplar Springs area is served by one 6" water main, fed from only one direction, which is nearing capacity due to rapid growth in the area. Recent line breaks, and the lack of a system loop in the area, have resulted in large scale outages that last for several hours until repairs are made. In the last ten months there have been 12 large system line breaks. We have collectively spent \$60,000 in labor, equipment, and materials making repairs in this area. Areas served include Poplar Springs Rd, Shrine Club Rd., Dickard Rd, and Albert's Rd. Several new homes have been built in recent months. The proposed project consists of 12,000 linear feet of 10" water main would also provide a backup supply to 700 customer accounts.

Poplar Springs Project Area	
10" Ductile Iron Pipeline- 12000LF	
Engineering	\$ 101,040.00
Materials	\$ 480,000.00
Construction	xxxxxxxxxx
a) Mob/TTC	\$ 30,312.00
b) O&P	\$ 75,780.00
c) QA/QC	\$ 15,156.00
d) erosion control	\$ 15,156.00
e) labor and equipment	\$ 166,716.00
Total Construction	\$ 303,120.00
TOTAL PROJECT ESTIMATE	\$ 884,160.00

Figure 3. Cost Estimate- Poplar Springs

Mr. Danny Edwards, Mayor

Mr. Danny Woodward, Mayor Pro Tem
Ms. Sarai Melendez, Councilwoman
Mr. Keith Pace, Councilman
Mrs. Gwen Owens, Councilwoman

Mr. Josh Roberts, Councilman
Mr. David Underwood, Councilman
Mr. Julian Stoudemire, City Attorney
Mr. Timothy B. Burton, City Administrator

POPLAR SPRINGS AREA WATER PROJECT

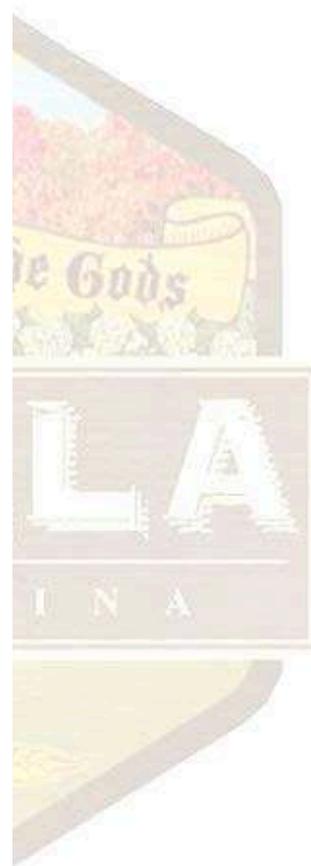
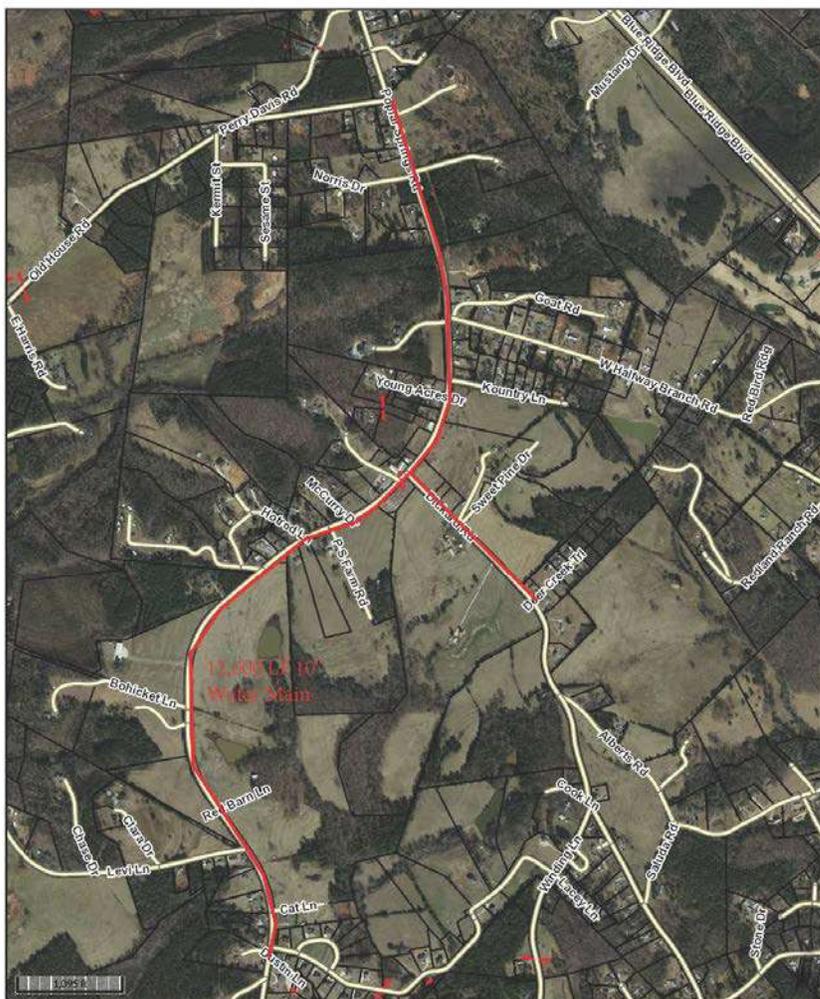


Figure 4. Project Location- Poplar Springs

Mr. Danny Edwards, Mayor

Mr. Danny Woodward, Mayor Pro Tem
Ms. Sarai Melendez, Councilwoman
Mr. Keith Pace, Councilman
Mrs. Gwen Owens, Councilwoman

Mr. Josh Roberts, Councilman
Mr. David Underwood, Councilman
Mr. Julian Stoudemire, City Attorney
Mr. Timothy B. Burton, City Administrator

Project Estimate- Combined

Combined Project Estimate	
N. Highway 11	\$ 1,589,920.00
Poplar Springs	\$ 884,160.00
TOTAL ESTIMATE	\$ 2,474,080.00

We understand these costs are very high, however, in recent months all construction supplies have nearly doubled in price. Many suppliers are now only providing a quote valid for one day. These estimated costs include engineering, materials, and construction. Currently, it is very difficult to estimate a construction completion date, as materials are scarce and other projects are competing for time. If funded, work would begin within two months on the procurement process and having the projects ready for bid.

Project Rationale

To date, Walhalla has not received funding from the State of South Carolina in relation to ARP. Our funding is transferred from the Treasury to the state then to municipalities. Currently, there is no timeline for distribution of funds to municipalities. When Walhalla does receive its allocation, it will also be put towards water and sewer infrastructure projects both inside and outside the city. Unknown funding timeline and rising costs coupled with the fact that both of these projects benefit residents of the county is why we are making this funding request. If not funded, we would rely on fund balance and currently there is not enough in reserves to complete this project along with other deferred maintenance projects across the system. It is projected that this project can reduce customer loss of service by up to 80% which will also extend the life of existing infrastructure. An additional benefit to requesting this funding from Oconee County will allow Walhalla to begin working on infrastructure projects that will benefit county residents in a timely fashion. It is proposed to use a design-build procurement process to expedite construction and possibly reduce costs. Design-build projects can often get projects on the ground quicker than the time it takes for a traditional design-bid-build project.

CITY OF WALHALLA

"MAIN STREET to the MOUNTAINS"

Mr. Danny Woodward, Mayor Pro Tem
Ms. Sarai Melendez, Councilwoman
Mr. Keith Pace, Councilman
Mrs. Gwen Owens, Councilwoman

Mr. Danny Edwards, Mayor

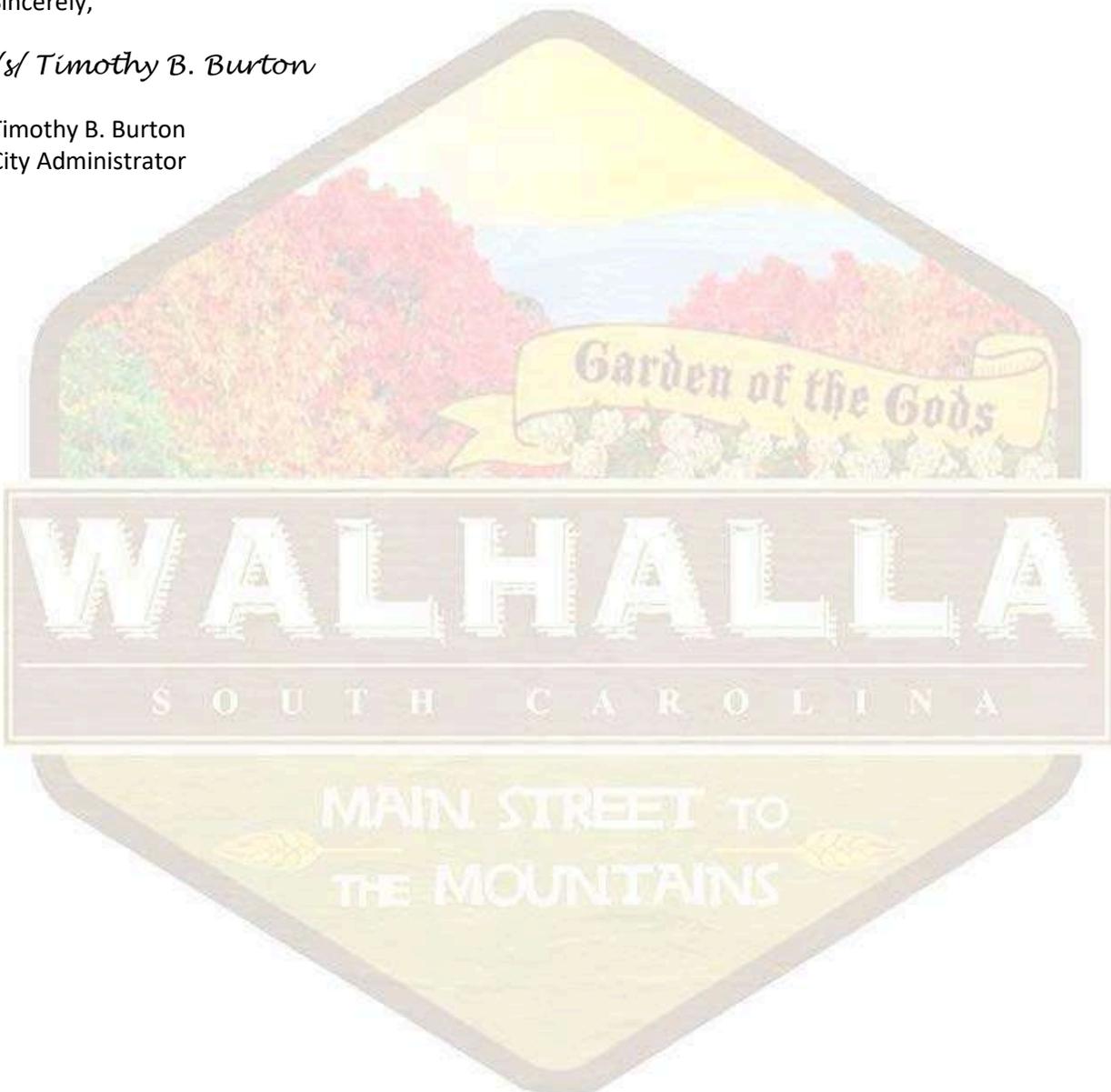
Mr. Josh Roberts, Councilman
Mr. David Underwood, Councilman
Mr. Julian Stoudemire, City Attorney
Mr. Timothy B. Burton, City Administrator

I thank you in advance for your consideration of possible funding. I look forward to answering any questions that you may have.

Sincerely,

/s/ Timothy B. Burton

Timothy B. Burton
City Administrator



Oconee County Council

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
ksmith@oconeesc.com

John Elliott
Chairman
District I

Matthew Durham
District II

Paul A. Cain
Vice Chairman
District III

Julian Davis, III
Chairman Pro Tem
District IV

J. Glenn Hart
District V



The Oconee County Council will meet in 2021 on the first and third Tuesday of each month with the following exceptions:

- April, July, & August meetings, which will be **only** on the third Tuesday of each of the three months;
- December meeting, which will be **only** the first Tuesday of the month.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 19, 2021 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 4, 2022 in Council Chambers at which point they will establish their 2022 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 19, 2021 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2021 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Transportation Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 19 [Strategic Planning Retreat] & March 19 [Budget Workshop] and 5:00 p.m. on the following dates: April 13 & May 4, 2021.

FRIDAY, JANUARY 8, 2021

Public Notice

The Oconee County Council will meet in 2021 on the first and third Tuesday of each month with the following exceptions:

- April, July, & August meetings, which will be only on the third Tuesday of each of the three months;
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PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

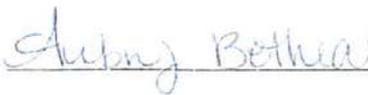
IN RE:

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 01/08/2021 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/08/2021



Aubry Bethea
Notary Public
State of South Carolina
My Commission Expires November 20, 2030



PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Notice of Public Hearing: Ordinance 2021-16

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 07/30/2021 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 12, 2030

Subscribed and sworn to before me this
07/30/2021



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

FRIDAY, JULY 30, 2021

TO THE RESPONDENTS ABOVE
SUMMONS (Petition Not Served)

borah R. Hallowell n/ka Deborah A. Daniel, by deed of Barbara M. Reid, et al, recorded June 19, 1986, in Deed Book 458, at Page 177, in the office of the Register of Deeds, Oconee County, South Carolina.

■ LEGAL NOTICES
LEGALS

TO THE RESPONDENTS ABOVE
SUMMONS (Petition Not Served)

borah R. Hallowell n/ka Deborah A. Daniel, by deed of Barbara M. Reid, et al, recorded June 19, 1986, in Deed Book 458, at Page 177, in the office of the Register of Deeds, Oconee County, South Carolina.

■ LEGAL NOTICES
LEGALS

YOU ARE HEREBY SUMMONED AND REQUIRED to apply to the Probate Court for a copy of the Petition filed in this matter on the 12th day of July, 2021, and to answer the Petition upon the undersigned at their offices at 107 North Fairplay Street (or at P. O. Box 795) in Seneca, South Carolina, thirty days after service hereof upon you, exclusive of the day of such service, and if you fail to answer the Petition

YOU ARE HEREBY SUMMONED and required to apply for the appointment of a guardian ad litem to represent you in this action within thirty (30) days after service hereof upon you, exclusive of the day of such service, and if you fail, application for such appointment will be made by the Plaintiff herein.

TO ANY INFANTS OVER FOUR-TEEN YEARS OF AGE AND IM-PRISONED PERSONS:

appointment of a guardian ad litem to represent you in this action within thirty (30) days after service hereof upon you, exclusive of the day of such service, and if you fail, application for such appointment will be made by the Plaintiff herein.

■ LEGAL NOTICES
LEGALS

638-5754 710-5663

Service Finder:



Swafford Plumbing LLC



Don't Fight That Pipe,

Call Mike!



FREE ESTIMATES
4-647-4705
John Dalen

Some Spring
projects?



Claire Lee Clean
Cleaner & Brighter
Michelle Wright

RECLAIM YOUR
FREE TIME
Let Us Do The Cleaning!

CLEANING

SELF