



PUBLIC COMMENT

SIGN IN SHEET

Tuesday, January 22, 2013

6:00 PM

Limited to forty [40] minutes, four [4] minutes per person.

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

Citizens with comments related to a specific action agenda item will be called first.

If time permits additional citizens may be permitted to speak on a non agenda items [at the discretion of the Chair].

PRINT Information Below

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
1 ↓	Susie Coenelius	COURTHOUSE, 12.5M BOND, SEWER	
2 ↓	Benny Nichols	and 38.	
3			
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9			
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17 ↓	B. J.		
18 ↓			
19			
20	WRITTEN COMMENTS - TOM MARKOVICH RE: R2013-01		

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group.

Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county.

All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

NOTE: Non Agenda Item matters can be addressed except for those which, due to law or proper protocol, would be inappropriate for public meetings of Council, such as, but not limited to, partisan political activity and/or comments.

Council may make closing comments directly following the public & extended public comment sessions if time permits.

Beth Hulse

From: Thomas Markovich <tmarkhom@bellsouth.net>
Sent: Tuesday, January 22, 2013 11:19 AM
To: Beth Hulse
Subject: Tommy Abbott Resolution

Beth,

Would you please pass this note on to the Council Members, I am out of town on business and will not be able to attend tonight's meeting.

Sincerely,

Tom Markovich

Mr. Chairman and Members of Council

I applaud the action of Council in recognizing Mr. Tommy Abbott for his tenure and leadership of the Oconee Planning Commission since it's inception. It has been my pleasure to work with Mr. Abbott since first adopting the first Oconee comprehensive plan many years ago. It takes a special kind of leader to place the needs of the Citizens ahead of desires of individual special interest and Mr. Abbott excelled in that role. I am disheartened that I can't be there tonight to congratulate Tommy in person, please convey my best wishes and again thank you for recognizing such a great Oconee citizen.

Sincerely,

Tom Markovich

Sent from my iPad

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2013-01

**A RESOLUTION TO MR. TOMMY ABBOTT AS A FOUNDING
MEMBER OF AND SERVICE ON THE
OCONEE COUNTY PLANNING COMMISSION**

WHEREAS, Tommy Abbott was a founding member of the Oconee County Planning Commission, serving as the representative from District 2 from November 1995 through December 2012; and

WHEREAS, Mr. Abbott served as Chairman of the Oconee County Planning Commission for more than 15 years; and

WHEREAS, during Mr. Abbott's time on the Oconee County Planning Commission he diligently sought to address not only the needs and desires of his district, but those of all Oconee County citizens; and

WHEREAS, as a commissioner and community leader Mr. Abbott has helped guide the county through many changes, remaining focused on ensuring a happy and prosperous future for Oconee County; and

WHEREAS, Mr. Abbott's efforts have paid dividends to the citizens of Oconee County and will for many years to come; and

WHEREAS, Mr. Abbott's dedication and commitment in serving the citizens of Oconee County is an inspiration to us all.

NOW THEREFORE, BE IT RESOLVED in meeting duly assembled that the Oconee County Council, on behalf of all Oconee citizens, hereby resolves to express its gratitude to Tommy Abbott for his service as both a Planning Commissioner and a leader of the community, with the knowledge that he has made Oconee County a better place, now and in the future.

APPROVED AND ADOPTED this 22nd day of January, 2013.

By: _____
Joel Thrift, Chairman of County Council
Oconee County, South Carolina

ATTEST:
By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

OCONEE COUNTY -
SOLAR ENERGY ASSESSMENT

ROULEAU & ASSOCIATES, INC.



OCONEE COUNTY SOLAR ENERGY ASSESSMENT – INITIAL FINDINGS

- Oconee County has several underutilized acreage sites & high energy cost buildings that would benefit from solar energy technologies
- County initial investment is large & direct ownership of solar assets would be on a long payback basis
- County's incorporation of solar energy technology into properties best accomplished by third-party (outsourced) agreement
- County would have significant positive environmental impact by incorporating solar technologies – major reduction of CO₂ & Sox/Nox

OCONEE CO. - SOLAR ENERGY ASSESSMENT: POTENTIAL ECONOMIC IMPACT SUMMARY

INVESTMENT BASIS: DIRECT COUNTY OWNERSHIP

<u>Location</u>	Solar System		Useful Life	Est. Capital Asset Cost	Annual \$ Elec. Cost	<u>County-Owned Basis</u>	
	Technology	Capacity				Annual \$ Svng/Rev	Payback Yrs.
Oconee Admin. Center	Solar PV Panels	305 kW	25 Yrs.	763,500	37,644	37,268	20 yrs.
Walhalla Library	Solar PV Panels	215kW	25 Yrs.	590,700	26,784	26,516	22 yrs.
DSS/Maintenance Ctr.	Solar PV Panels	443 kW	25 Yrs.	1,216,900	57,408	56,834	21 yrs.
Oconee Law Enforcement Center	Solar Thermal Collectors	30 kW	15 Yrs.	120,000	84,243	50,546	2.4 yrs.
Seneca Landfill	Solar PV Array	5 MW	25 Yrs.	11,681,000	N/A	682,000	15 yrs.
Five Forks Tract	Solar PV Array	5 MW	25 Yrs.	11,681,000	N/A	682,000	15 yrs.
				<u>\$ 26,053,100</u>			

OCONEE CO. - SOLAR ENERGY ASSESSMENT: POTENTIAL ECONOMIC IMPACT SUMMARY INVESTMENT BASIS: 3RD PARTY OWNERSHIP

<u>Location</u>	Solar System Technology	Capacity	Useful Life	Est. Capital Asset Cost	Annual \$ Elec. Cost	Third Party Ownership w/County Acquisition				
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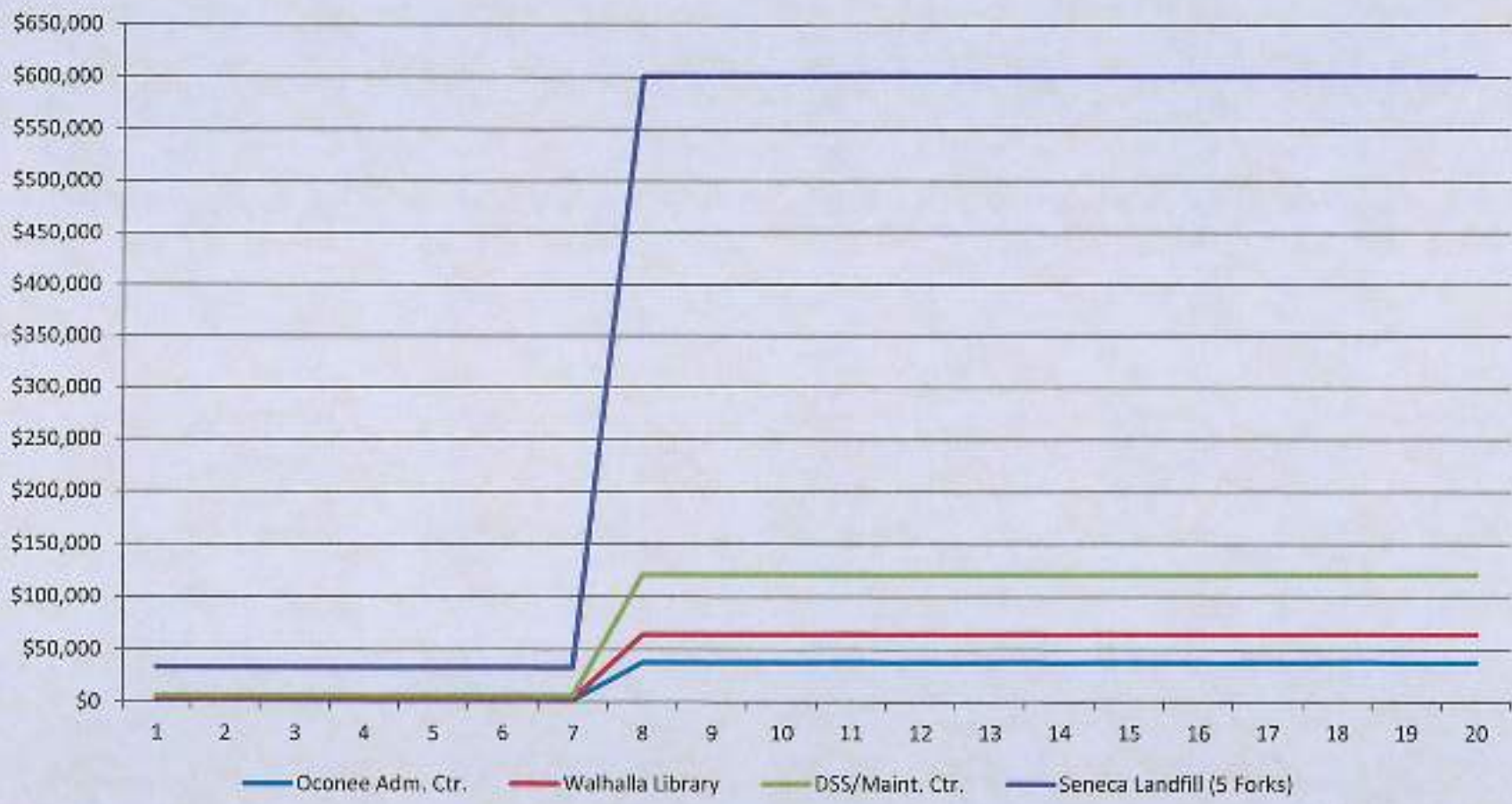
OCONEE COUNTY - SOLAR PV PROJECTS

BASIS: 3RD PARTY OWNERSHIP

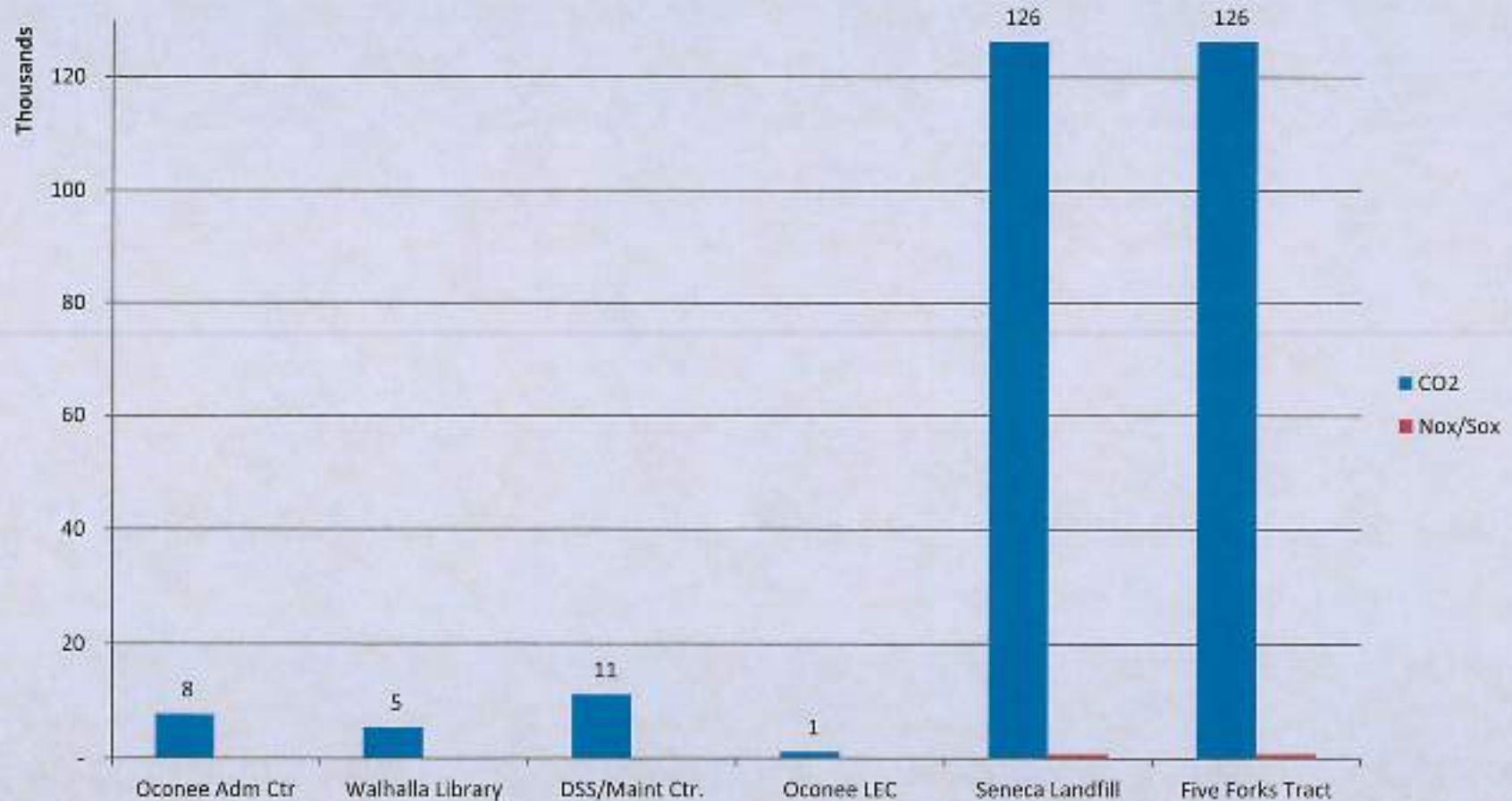
WITH ZERO \$ INITIAL COUNTY INVESTMENT

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OCONEE CO. - SOLAR PV ECONOMIC IMPACT: ANNUAL REVENUE BENEFIT OVER 20 YEAR TERM

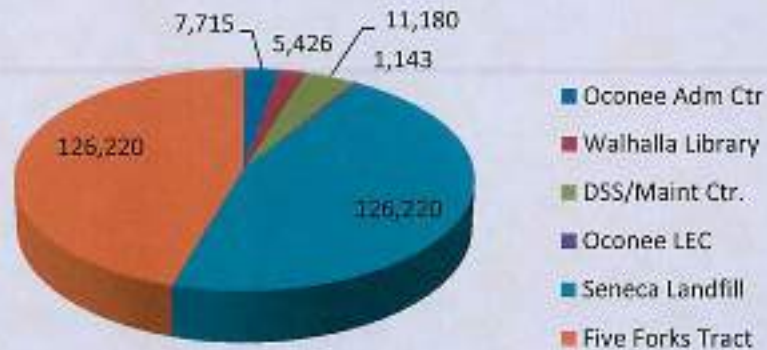


SOLAR ENERGY ENVIRONMENTAL IMPACT: TOTAL 25 YEAR CO2 & NOX/SOX TONNAGE OFFSET

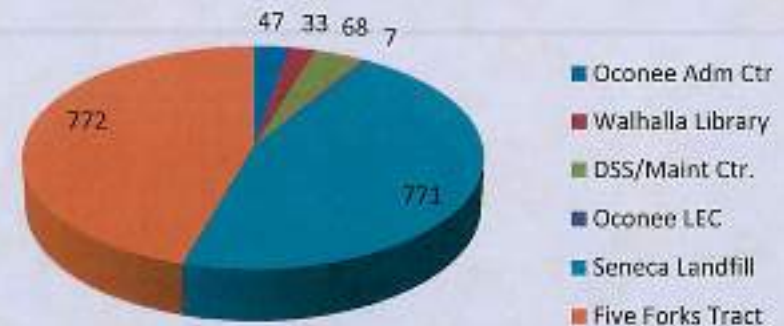


SOLAR ENERGY ENVIRONMENTAL IMPACT: TOTAL 25 YEAR CO2 & NOX/SOX TONNAGE OFFSET

CO2



Nox/Sox



OCONEE COUNTY SOLAR ENERGY ASSESSMENT - RECOMMENDATIONS

- **Pursue the incorporation of a solar thermal hot water system for the OLEC county jail. The existing electric hot water system is dated and consumes an extraordinarily high level of electric power. The county could achieve a 2.4 to 3 year payback based upon the estimated hot water usage at the jail facility.**
- **Seriously investigate the adoption of solar photovoltaic technology under a Third Party or outsourced Energy Service Agreement for the three county building facilities listed in the assessment survey. The Pine Street Administrative Center, Walhalla County Library and DSS/Maintenance Complex. These systems could yield a \$1.5 million benefit over the equipment's lifespan.**
- **Investigate the development of the inactive portion of the Seneca landfill or the Five Forks dormant tract of land under a Third Party arrangement. These sites offer the county a potential long-term economic benefit of \$5.9 million (each) and environmental impact of reducing CO2 emissions by 126 tons (each). Rouleau & Associates has conducted confidential discussions with three leading organizations that are interested and fully capable of assisting the county with the solar energy asset development.**

Rouleau & Associates

CrystalGraphics

Oconee County Solar Energy Assessment
County Council Summary



CrystalGraphics

CrystalGraphics

Rouleau & Associates, Inc.
Oconee County Solar Energy Assessment
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OCONEE COUNTY -
SOLAR ENERGY ASSESSMENT

ROULEAU & ASSOCIATES, INC.



OCONEE COUNTY SOLAR ENERGY ASSESSMENT – INITIAL FINDINGS

- *Oconee County has several underutilized acreage sites & high energy cost buildings that would benefit from solar energy technologies*
- *County initial investment is large & direct ownership of solar assets would be on a long payback basis*
- *County's incorporation of solar energy technology into properties best accomplished by third-party (outsourced) agreement*
- *County would have a significant positive environmental impact by incorporating solar technologies – major reduction of CO₂ & Sox/Nox*

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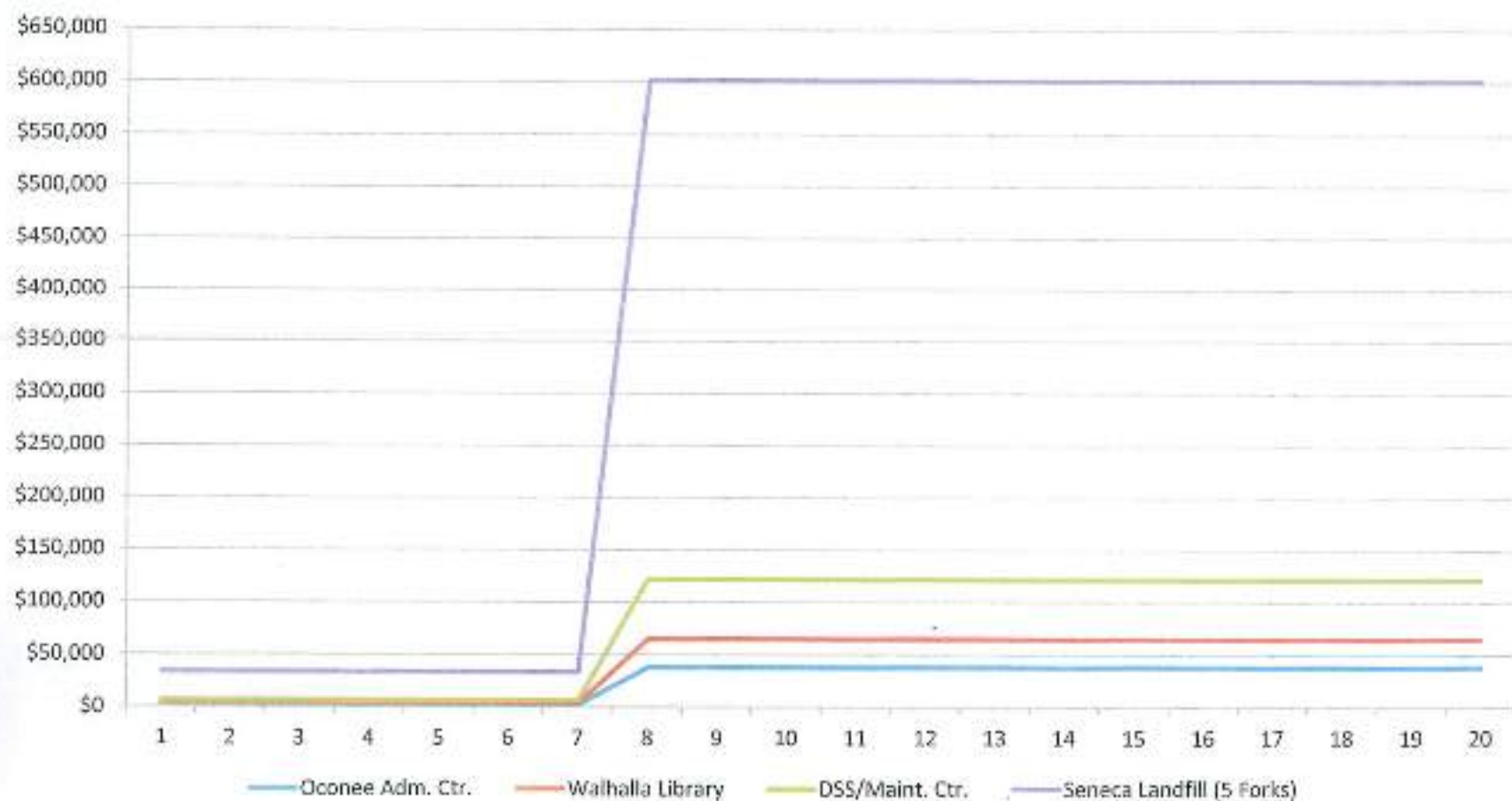
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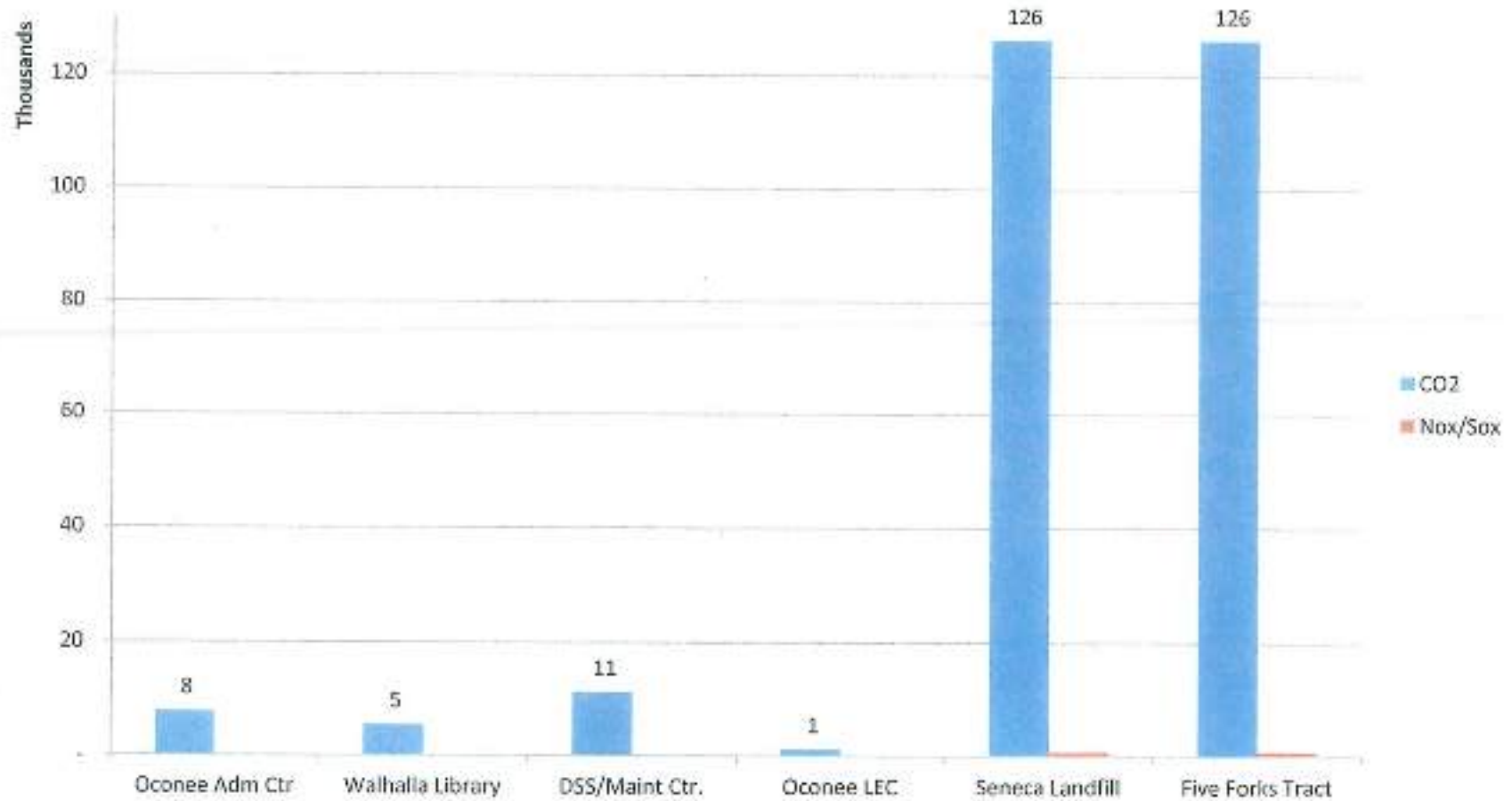
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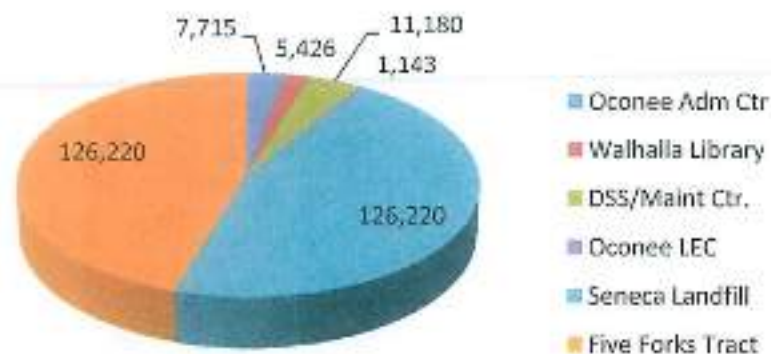


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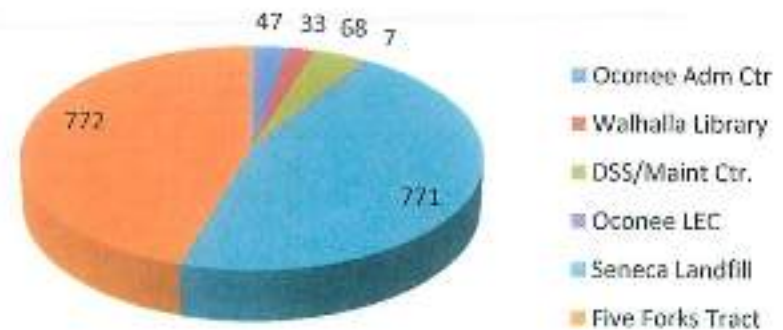


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OCONEE COUNTY SOLAR ENERGY ASSESSMENT – RECOMMENDATIONS

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Oconee County
Solar Energy Initiative
Assessment Report
November 2012

EXECUTIVE SUMMARY

I. General Scope

At the request of the County's Administrative Office and County Council, Rouleau & Associates conducted a functional assessment of the County's potential solar energy opportunities as it relates to building facilities and select underutilized real estate property. The assessment included an analysis of the county's electric power and hot water consumption needs in its facilities over the past twelve months as well as onsite surveys. The annual consumption data provided the baseline for the renewable energy technology evaluation of the various buildings and property. The following sections are meant to provide an overall framework of the county's solar energy opportunities and resulting cost/benefit estimates. It should be noted that a fuller discussion and analysis is contained in subsequent sections of the report.

II. Considerations & Assumptions

The primary consideration of the assessment was to determine if the county would enjoy any economic benefits from renewable energy technologies, such as, solar photovoltaic and solar thermal systems in their building facilities or non-revenue producing acreage. The county government's current electric energy consumption exceeds \$530,000, or 6,100,000 KWH, on an annual basis. Therefore, it seems reasonable to consider reducing the county's overall energy consumption requirements which will mitigate the cost of electric power purchased from the investor-owned utility (IOU) or local electric cooperative.

Another consideration of the assessment was to evaluate the environmental impact of utilizing renewable/solar technologies on the county at large. The natural byproduct of solar energy technology is the reduction of the carbon footprint resulting from the generation of non-fossil fuel based energy. The county has a legitimate right to claim a "Greener" environmental philosophy by incorporating the renewable energy technologies in its daily operations. This factor is a tremendous selling point from residential and commercial development standpoint which in turn helps to distinguish Oconee County from other industrial communities.

Finally, a significant consideration raised by the County Administrator was to determine if the county's non-revenue producing real estate assets, such as the non-operating county landfill or dormant areas, could be better utilized. This consideration, by itself, is one of the most important evaluations of the assessment and offers the county the greatest economic benefits. The economic impact will be presented in a subsequent section.

The initial step in assessing the integration of solar/renewable technologies is the assumption of ownership of the technology assets. This fact is important because it eventually drives the economic costs, benefits and return on investment. From Oconee County's perspective, ownership can either be retained by the government entity or outsourced in a third party structured arrangement.

We have included in the report a valuable publication by the U.S. Department of Energy that thoroughly discusses the issues of solar energy generation by county and municipal governments. The publication goes into much detail that identifies the inherent costs and risks associated with the incorporation of solar renewable energy. It is important for the county leadership to understand the complexity of building a solar energy infrastructure as it evaluates the various alternatives.

For the sake of clarity, this assessment provides a general comparison of the two ownership alternatives and resulting economic impacts of the solar energy assets. A detailed county-specific analysis and ownership scheme would be developed during the next phase of county consideration, which entails a comprehensive engineering and financing evaluation. Rouleau & Associates has provided its recommendation regarding this issue in the summation section.

III. Assessment Findings

Existing County Buildings -

The facility assessment focused on the electric energy consumption of the county's buildings which numbered 36 metered locations. (A detailed grid analysis is provided in the main report body). The assessment covered the period from July 2011 to June 2012 and reflected a total electric power consumption of 513,485 KWH per month or 6,161,821 KWH annually. This amounted to a yearly total of \$529,046 for the twelve month fiscal period, representing an average monthly expenditure of \$44,087. The 9 largest metered locations representing 89% of the power consumption were then visited and surveyed.

For reference purposes, the locations included the New County Court House, the Oconee Law Enforcement Center, Oconee's Administrative Center, DHHS Office/Building Maintenance, the

Walhalla County Health Department, the three libraries located in Walhalla, Seneca & Westminster and the Seneca Health Department. Each buildings infrastructure was reviewed for its viability to incorporate solar thermal and solar photovoltaic energy systems. It should be noted that solar thermal systems relate to hot water consumption requirements while solar photovoltaic systems relate to electric power consumption/generation capacity.

Our assessment indicated that based upon the factors of renewable energy equipment cost, exposure positioning (South facing), available roof or surrounding ground space, existing electrical infrastructure and shading considerations, four building locations would benefit from the retrofitting of solar systems.

The buildings most likely to offer significant solar system savings are the Oconee Law Enforcement Center, the Pine Street County Administrative Office Center, the Walhalla Library and the DSS Office/Maintenance Center. Each location has reasonable a South-facing orientation with limited shading factors to provide maximum sun exposure, ample roof or ground square footage to accommodate solar panels/collectors, accessible electrical interconnection and inherent power consumption requirements that offset the capital equipment costs. However, serious consideration must be given to the asset ownership issue as it determines the overall return on investment that will be addressed in the following sections including the projected benefits.

Non-revenue Producing Property –

The renewable energy assessment of the county's non-operating landfill sites and dormant acreage were also visited during the engagement and yielded interesting potential economic opportunities. The two primary tracts under consideration include the 20 acre landfill site in the Seneca Solid Waste Facility and an unused idle 230 acre track adjoining the Five Forks landfill area. These areas were selected because they are currently not producing any revenue for the county and have marginal value from a future utilization standpoint. However, given the appropriate set of circumstances, the two sites could either be jointly or independently evaluated for possible solar electric power generation.

The first site is the idle 20 acre Seneca landfill area that has been inactive since the 1994/95 time frame. The site is currently monitored by the county under SC DHEC regulations for potential contaminants but does not appear to be in jeopardy of being declared a hazardous waste site requiring significant remediation efforts. Additionally, due to its age and waste content factors, the landfill area is not capable of producing adequate amounts of methane gas that could be converted into an energy production facility. However, given the sites exposure orientation (Southern facing), lack of shading, degrees of sloping and potential grid

interconnection, there is a strong possibility of developing the area into a solar photovoltaic array for power generation purposes. The Seneca site has the potential of producing 3 to 5 MW of power under the correct set of circumstances. It is anticipated that the electric power generated by the facility would be sold to the Investor-Owned Utility under a Power Purchase Agreement (PPA).

It should be noted that many county and municipal authorities are in the process of developing their underutilized landfill areas for renewable energy purposes. These projects by nature require a long-term commitment due to the long-lived equipment assets, power purchase agreements terms and financing structures.

The second county-owned tract of land is located in the Five Forks region which is nearby the dormant Five Forks Landfill. The landfill acreage itself was reviewed but found to be inadequate due to its size and inherent topography. However, the 230 acres of land that is located nearby is a potential site for a substantial solar photovoltaic array if reasonable access to the electric grid can be gained. At this juncture, it is not recommended to begin discussions with the utility because additional engineering assessments must be performed to determine the range of development costs, which may prove prohibitive.

Notwithstanding the above factor, the site does contain attractive renewable energy features such as a Southern facing exposure, a gently sloping topography and no observable negative impact to the environment. The site could accommodate a sizable solar power generating facility in the 5 to 10+ MW range. Similar to the Seneca site, it is anticipated that the electric power generated by the facility would be sold to the Investor-Owned Utility serving the area under a long-term Power Purchase Agreement.

IV. Technology Configuration

The county's solar energy technology alternatives are somewhat limited by virtue of the existing building locations, available space, infrastructure condition, interconnection points and equipment cost vs. economic benefit factors. A primary example of limiting factors is the New County Court House that consumes an average of \$9,700 per month in electric costs but does not have any sizable roof or ground space to allow for solar panels that would generate electric energy. On balance, the Court House is one of the largest consumers of electric power in the county but does not offer any solar technology opportunities. However, it is our opinion that other cost-effective renewable energy technologies can be used to reduce the overall energy/power load on the building. A separate discussion will be held with the County Administrator that will identify possible alternative technologies for this building.

On the positive side, there is sufficient space and building infrastructure to allow for high performance, roof mounted solar photovoltaic panels in the County Administrative Center, Walhalla Library and DSS/Maintenance Center facilities. The Oconee Law Enforcement Center has limited available solar pv roof space but will accommodate a substantial solar thermal collector system that should dramatically reduce the electric power consumption for hot water usage. The technology assets suggested for the county's facilities are based on current best practices and industry pricing. A site-specific equipment design and operating specification were not part of this initial phase but will be addressed if the county elects to move forward with this application.

The development of the Seneca landfill and Five Forks dormant acreage sites for solar power generation is a far more demanding consideration but reasonable estimates have been made based on similar project configurations. The individual locations can be developed using high performance solar panels and related equipment infrastructure that will yield an anticipated productive life span of 25 years and generate reasonable economic returns given the total investment.

The projected capital equipment costs and related economic benefits have been prepared on a conservative basis taking into account the normal risk profiles associated with these types of solar projects.

V. Economic & Environmental Impact:

The economic impact of incorporating solar technology in the select county buildings and landfill properties is reflected on the attached summary schedule. For the sake of clarity, the assumption of asset ownership is presented in terms of the county purchasing the solar equipment for the building facilities or outsourcing the arrangement to a third party for full project development. The reason for this distinction is the simple fact that as a governmental entity the county cannot benefit from Federal tax and renewable energy credits that are available to the private sector.

If the county were to own the facility-related solar panel equipment there would be a very long payback period based on the current cost of purchased electricity. Also, no consideration is given to the county constructing its own large scale solar array due to the high capital cost that would require a \$12 million to \$25 million bond issue to finance the projects. However, this situation is not the same under a third party development arrangement. The most common form of transaction is to have the Third Party build, own and operate the solar assets while

taking possession of the Federal tax, depreciation and energy credits. Once the tax and depreciation benefits have expired, usually after seven years, the energy assets will typically be sold at a reasonable fair market value. The county then has the ability to purchase the assets at an attractive price and then enjoy the economic benefits of solar energy for another 12 to 18 years. We have used a conservative 12 year time horizon because of the normal changes in renewable technology.

It is our opinion that under a Third Party Contract, Oconee County could expect to realize an economic benefit of \$1.5 million for the solar pv technology for building-related applications and \$6 million for a landfill development. The time frame would cover a 20-year period due to the nature of utility Power Purchase Agreements. These projections are based on the initial review of buildings facilities and dormant county properties. A more accurate and well-defined analysis will have to be performed if the county elects to move forward with the renewable energy consideration.

One item not yet addressed is a solar thermal system for the county jail facility located in the OLEC. Based on the initial technical assessment, the OLEC could substantially reduce its electric consumption costs by installing an efficient solar hot water system for its daily requirements. The current electric hot water configuration is quite dated and costly due to the electric heating technology. We project an economic payback of 2.5 to 3.5 years on a \$120,000 capital cost. However, the solar thermal could also be outsourced under a Third Party arrangement. A refinement of these projections can be achieved by performing a thorough engineering analysis of the OLEC operation at a later date.

Finally, the environmental impact of Oconee County incorporating solar energy technologies is quite significant based on the proposed systems. The summary schedule reflects the reduction of CO₂ (greenhouse gases) and the combined NO_x (smog) and SO_x (acid rain) by each facility and solar array. The potential reduction in CO₂ is a dramatic 276,761 tons, or 553,522,000 lbs., over a 25 year term. Likewise, the combined NO_x and SO_x reduction amounts to 1,691 tons or 3,382,000 lbs. over the same period.

VI. Recommendations

Based on the initial survey conducted under this assessment, it is our opinion that Oconee County would enjoy substantial economic and environmental benefits by utilizing solar energy technologies in several county owned building facilities and select landfill or dormant land sites. The information gathered during the assessment clearly indicates that four to five large county buildings can mitigate their energy consumption through the use of solar photovoltaic panels

Rouleau & Associates, Inc.

which will help to reduce peak energy demands and carbon footprint. It is Rouleau & Associates recommendation that the county consider the following steps:

- Pursue the incorporation of a solar thermal hot water system for the OLEC county jail. The existing electric hot water system is dated and consumes an extraordinarily high level of electric power. The county could achieve a 2.4 to 3 year payback based upon the estimated hot water usage by the jail facility population. The environmental impact is projected to be an annual reduction of CO2 emissions of approximately 91,385 lbs.
- Seriously investigate the adoption of solar photovoltaic technology under a Third Party or outsourced Energy Service Agreement for the three county building facilities listed in the assessment survey. The Pine Street Administrative Center, Walhalla County Library and DSS/Maintenance Complex. These systems could yield a \$1.5 million benefit over the equipment's lifespan.
- Investigate the development of the inactive portion of the Seneca landfill or the Five Forks dormant tract of land under a Third Party arrangement. These sites offer the county a potential long-term economic benefit of \$5.9 million (each) and environmental impact of reducing CO2 emissions by 126 tons (each). Rouleau & Associates has conducted confidential discussions with three leading organizations that are interested and fully capable of assisting the county with the solar energy asset development.

However, it must be emphasized there are serious financial considerations in the form ownership, tax structure, utility covenants, environmental permits, etc. that must be addressed during the early stages of development. Identification of these obstacles will help the County leadership form an objective course of action.

Our firm wishes to express its sincere appreciation for this assessment engagement and stand ready to help Oconee through the next phase of the evaluation process.

Prepared & Submitted by:

Terence S. Kominski
Rouleau & Associates, Inc.

Rouleau & Associates, Inc.
Oconee County Solar Energy Assessment
Economic Impact Summary

<u>Location</u>	<u>Solar System Technology</u>	<u>Capacity</u>	<u>Useful Life</u>	<u>Est. Capital Asset Cost</u>	<u>Annual \$ Elec. Cost</u>	<u>County-Owned Basis</u>		<u>Third Party Ownership w/County Acquisition</u>					<u>Environmental Impact</u>	
						<u>Annual \$ Svng/Rev</u>	<u>Payback Yrs.</u>	<u>Annual Tax Rev. Yr 1-7</u>	<u>Tax Rev. 7 Yr Total</u>	<u>Annual Elec. Savgs Yr 8-20</u>	<u>Elec Savgs 12 Yr Total</u>	<u>Total Rev. Benefit</u>	<u>Total 25 Yr Tons Offset CO2</u>	<u>Nox/Sox</u>
Oconee Admin. Center	Solar PV Panels	305 kW	25 Yrs.	763,500	37,644	37,268	20 yrs.	1,765	12,353	37,644	451,728	464,081	7,715	47
Walhalla Library	Solar PV Panels	215kW	25 Yrs.	590,700	26,784	26,516	22 yrs.	1,365	9,557	26,784	321,408	330,965	5,426	33
DSS/Maintenance Ctr.	Solar PV Panels	443 kW	25 Yrs.	1,216,900	57,408	56,834	21 yrs.	2,813	19,689	56,834	682,008	701,697	11,180	68
Oconee Law Enforcement Center	Solar Thermal Collectors	30 kW	15 Yrs.	120,000	84,243	50,546	2.4 yrs.							
Seneca Landfill	Solar PV Array	5 MW	25 Yrs.	11,681,000	N/A	682,000	15 yrs.	27,000	189,000	479,520	5,754,240	5,943,240	126,220	771
Five Forks Tract	Solar PV Array	5 MW	25 Yrs.	11,681,000	N/A	682,000	15 yrs.	27,000	189,000	479,520	5,754,240	5,943,240	126,220	772
				<u>\$ 26,053,100</u>								<u>\$ 13,383,224</u>	<u>276,761</u>	<u>1,691</u>

Solar Accounting: Measuring the Costs and Benefits of Going Solar

As public awareness and concern over energy price volatility, national energy security, and the environmental consequences associated with conventional forms of electricity generation continue to grow, so too will the need for citizens, business and industry leaders, and governmental entities to make the switch to bountiful, domestic clean energy. Counties and municipalities in the U.S. are no exception. The large number of buildings and other electricity-consuming properties controlled by local governments makes the cost of powering these facilities a significant expenditure for local governments.¹ By adopting renewable energy sources like solar, local governments can lock in stable electric rates for several decades into the future and reduce emissions that jeopardize public health and environmental quality. Furthermore, installing a solar energy system on municipal or county property can demonstrate local government leadership in pursuing a clean energy future.

Installing solar energy systems on municipal or county property can also deliver long-term cost savings for a local government. Whether a particular solar energy system will hold a positive or negative net value for a local government, along with the magnitude of this value, is subject to a number of cost and benefit factors. This short paper is designed to inform local government budget and finance officers and analysts on the factors influencing a solar energy system's economic viability and outlines the various costs and benefits associated with going solar (and how they may be properly estimated). Finally, this paper explores the different ways in which these costs and benefits may be compared in order to determine whether solar energy will be an attractive investment for a local government.

The Costs of Going Solar

The costs associated with investing in solar energy largely depend on which system ownership model the local government chooses to pursue. This section outlines the costs associated with both direct system ownership and ownership by a third party. The financial benefits of going solar are covered in the following section.

Direct Ownership

Until just a few years ago, direct ownership was the sole means by which local governments (as well as consumers and businesses) adopted solar energy. Under this ownership model, the system host is also the system owner, covering all the up-front costs associated with installing a solar energy system, and laying claim to all the clean electricity and environmental benefits these systems deliver. As of the first quarter of 2012, the average weighted installed cost of solar for a non-residential, non-utility solar energy system was \$4.63/watt.² However, this number represents much more than the purchase price of the components of a solar energy system. A breakdown of the various costs contributing to the final price tag of a solar energy system (as well as some incentives that can serve to bring these costs down) are listed on the following pages.¹

NOTE: All financial and technical figures cited in this brief are averages or estimates obtained from recent market research and are included only to provide "rule-of-thumb" guidance. Figures used in actual cost-benefit analyses should be based on quotes received from respondents during the RFP process and/or on other figures that more accurately reflect your local government's unique circumstances.

- **Equipment costs** are those associated with purchasing the hardware necessary for installing a solar energy system. For a rooftop photovoltaic (PV) system, hardware components include the PV modules, solar power inverters, mounting and racking hardware, meters, disconnect devices, and system wiring.^{3, 4}
- **Non-hardware costs** make up just over half the total installed cost of a solar energy system.⁵ Most of these non-hardware costs come from installation labor and hardware profit. The remainder of these costs (approximately one-fourth of total installed costs) are “soft costs”, which include the cost of:
 - **Obtaining Permits** – Installing a solar energy system often requires obtaining a number of approvals, including building and electrical permits. Completing the paperwork and compiling the documents required to obtain these permits can be time consuming (and therefore expensive) and permitting fees can sometimes add significantly to the cost of a solar energy system. It is common practice for local governments to require installers to bear the responsibility for obtaining all necessary permits.¹
 - **System Inspections** – Once permits for the system are obtained and installation is completed, systems must be inspected and approved by a permitting official, who ensures the system was installed according to the requirements of local codes.
 - **Securing Interconnection Approvals** – Before a solar energy system can be connected to the electric grid, the project must be reviewed by the local utility to ensure the solar energy system will have no negative impacts on the grid. Obtaining these approvals can require collecting and submitting copies of system diagrams, proof that the property on which the system is installed is adequately insured, and copies of signed building permits.⁴ As with the permitting process, securing interconnection approval can be costly in terms of the time it takes to collect and submit the required documents, and may involve processing fees. Applying for and executing an interconnection agreement with the local utility should be the responsibility of the contractor installing the system.

2011 Residential Non-Hardware Breakdown

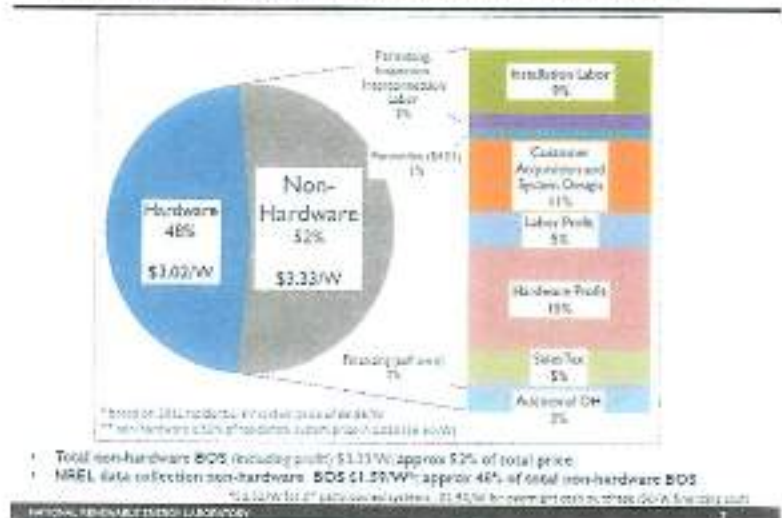


Figure 1: Non-Hardware Costs of Going Solar
 Source: Ardoni, K., (2012) National Renewable Energy Laboratory

¹ To make this an easier and less costly process for solar contractors operating in the community, local governments should consider standardizing and streamlining their permitting processes. For the latest best practices on improving the local permitting process, please see the Interstate Renewable Energy Council's report entitled *Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting*, available at www.irecusa.org/wp-content/uploads/2014/05/Sharing_Success-final-version.pdf

A sample interconnection agreement application is available through PG&E, online at www.pge.com/includes/docs/pdfs/shared/newgenerator/netenergymetering/form79-1101_interconnection30kw.pdf

- *Project Financing* – Covering the cost of capital needed to finance a solar installation should also be included in a local government’s calculation of total installed costs. A common means for a local government to finance the purchase and installation of a solar energy system is for it to leverage its bond issuing authority. Solar installations are typically financed by a local government through either voter-approved *general obligation bonds*, the principal and interest on which are typically repaid through future tax revenues, or by borrowing via *revenue bonds*, which rely on project revenues or savings generated through avoided energy costs to repay bondholders.⁴ In addition to these bonds, local governments can finance solar energy systems through the use of *Qualified Energy Conservation Bonds (QECBs)*, a type of tax credit bond in which bondholders receive federal tax credits instead of interest on their investment, allowing these bonds to be issued at a low effective interest rate.⁵ Finally, some states or local governments have set up revolving loan funds or grants to capitalize energy improvements on government property. Find out what loan programs might be available for local governments in your state at www.dsireusa.org/solar.
- *Customer Acquisition and System Design* – Obtaining and following up on customer leads, providing customers with price quotes, and producing the designs and technical documents that illustrate the details of the systems these customers will ultimately receive, are all costs that are borne by a solar installation contractor that are recouped through final installed costs.
- *Covering Installer Overhead* – Additionally, contractors cover the fixed and variable costs of operating their business through the final prices offered to customers.
- *Sales Taxes* – Sales taxes constitute, on average, approximately 5% of the total installed cost of a solar energy system. Recognizing that these taxes represent a notable portion of installed costs, many states have taken action to overcome this additional cost burden by exempting the purchase of solar energy equipment from state sales taxes. Currently, 22 states and Puerto Rico offer state sales tax incentives for solar energy equipment, and two states (New York and Colorado) give local governments the ability to exempt these purchases from local sales taxes as well. Sales taxes will likely not figure into a local government’s calculation of total costs, as these entities are eligible for exclusion from them.

Again, some of these costs may not apply to a local government’s procurement of a solar energy system, but are included here in the interest of creating a complete picture of the costs of direct system ownership. The actual amounts of hardware, labor, and applicable soft costs will be dictated by the nature of the proposals received during the RFP process.⁶ In addition to installed costs, direct ownership of a solar energy system involves relatively small, though not insignificant, operations and maintenance (O&M) costs. This includes the cost of panel maintenance, managing encroaching vegetation or wildlife, servicing and inspection of hardware and monitoring systems, along with inverter replacement, over the system’s useful life (estimated to be between 25 and 40 years). According to the Electric Power Research Institute, these annual O&M costs can range from between \$6 and \$27 per kilowatt.⁵

⁴ More information on state and local government bonds, along with a general outline of the bond issuing process, can be found in the report published by the National Renewable Energy Laboratory (NREL) entitled *Solar Photovoltaic Financing: Deployment on Public Property by State and Local Governments* at www.nrel.gov/docs/yt08osti/43115.pdf

⁵ More information on QECBs can be found online at www.dsireusa.org/incentives/incentive_tfm?incentive_code=US51F&re=1&ee=1

⁶ For tips on improving the quantity and quality of responses received to RFPs for solar energy systems, please see The Solar Foundation’s issue brief entitled “Steps to a Successful Solar RFP”, available online at www.thesolarfoundation.org/education/sunshot-solar-outreach-partnership

The need to acquire and maintain supplemental *insurance* – in the form of general liability (protecting against damage to third-party property or personal injury or death), property risk (protecting the system itself against loss or damage), or other forms of insurance – can add another layer of costs to a solar energy project.⁷ Though local governments typically self-insure systems they own, some utilities may require supplemental insurance.⁸ Therefore, the annual premiums for this additional insurance coverage (if any) will vary by jurisdiction, but are typically between 0.25% and 0.5% of total installed costs.⁹ Learn more about additional insurance requirements at www.irecusa.org/irec-programs/connecting-to-the-grid/interconnection.

In some states, local government can take advantage of incentive programs that help reduce the overall cost of going solar. As of May 2012, 22 states, along with the District of Columbia, Puerto Rico, and the U.S. Virgin Islands provide direct cash incentives for solar. In addition, utilities within most states operate their own incentive programs.¹⁰ These incentives, such as cash rebates and grants, are tailored to promote the use of solar energy in one or more sectors (e.g., residential, commercial, industrial, etc.). In many cases, local governments are eligible for these incentives as well. You can determine whether rebates, grants, loans or other financial incentives exist in your state or through your electric utility, and whether your local government qualifies for these incentives, by visiting the Database of Incentives for Renewables and Efficiency (DSIRE) at www.dsireusa.org/solar and selecting your state on the map.

Third-Party Ownership

The mid- to late- 2000's witnessed the rise of an important alternative to the direct ownership of solar energy systems. Under a third-party ownership arrangement, a local government (or private sector customer) serves as the host for, but does not own, the solar energy system installed by the contractor. A *power purchase agreement (PPA)* is a popular way of structuring third-party ownership agreements. Under a PPA, the contractor entering into the agreement assumes responsibility for the costs of installing, operating, and maintaining the system. In exchange, the host (in this case the local government) provides the owner with a down payment and agrees to purchase the electricity generated by the system through a long-term contract, often at a rate that is lower than that paid to the utility for electricity derived from traditional sources.¹¹ These PPA rates can remain *fixed* over the term of the agreement, or can include *price escalators* that increase the price paid for the electricity delivered at a predetermined rate (typically between 2-5% per year).¹² In states that do not allow PPAs, third-party ownership arrangements can be structured as a *solar lease*, which can be very similar to a PPA, but involve making regular lease payments rather than purchasing the electricity the system generates.

There are many benefits and drawbacks to third-party ownership models, and though it is important to consider these carefully before deciding to enter into one of these agreements, most of these are outside the scope of this paper.¹³ However, two of the advantages of third-party ownership are important from a cost-benefit analysis standpoint. First, distilling the numerous installation and O&M costs down to a simple electric rate (in dollars per kilowatt hour) or lease payment can make calculating the cost side of the equation much easier. Second, and more importantly, because the installer (a taxable entity) retains ownership of the system under these agreements, he or she will qualify for the

¹³ For a discussion of the advantages and disadvantages of PPAs, see the NREL report entitled *Solar Photovoltaic Financing: Deployment on Public Property by State and Local Governments*, available at www.nrel.gov/docs/fy08osti/43115.pdf; a similar discussion on the pros and cons of solar leases can be found in the NREL report, *Solar PV Project Financing: Regulatory and Legislative Challenges for Third-Party PPA System Owners*, available at www.nrel.gov/docs/fy10osti/46723.pdf

30% Federal Investment Tax Credit (ITC) and for the Modified Accelerated Cost-Recovery System (MACRS)¹¹, two key federal benefits that help to significantly reduce the installed cost of solar, but have traditionally been unavailable to local governments. The installer that claims these benefits can pass along the savings to the local government host.

Table 1: Summary of the Costs of Going Solar: Direct v. Third-Party Ownership

<i>Direct Ownership</i>	<i>Third-Party Ownership</i>
(+) Installed Costs	Power Purchase Agreements
<i>Hardware</i>	(+) PPA Down Payment
<i>Non-Hardware</i>	(+) PPA Rate¹²
Labor and Profit	<i>Fixed Price?</i>
Soft Costs	<i>Price Escalator?</i>
(+) Operations and Maintenance Costs	Solar Leases
<i>System Cleaning, Monitoring, and Servicing</i>	(+) Solar Lease Down Payment
<i>Inverter Replacement</i>	(+) Solar Lease Payments
<i>Insurance</i>	
(-) Incentives for Solar Energy	

The Benefits of Going Solar

From a local government's perspective, the long term energy cost savings delivered by solar energy systems provide the most obvious benefit of going solar. However, policies exist in many states that help ensure system owners benefit from all the electricity their systems produce (i.e., that owners still benefit from the electricity they do not immediately consume) and that monetize the environmental attributes of solar energy, helping make solar a more economically sound investment.

Avoided Energy Consumption Costs

When used, the electricity generated by a solar energy system offsets the consumption of electricity provided by the local utility. By foregoing the use of this electricity, solar customers avoid paying retail rates for the generation and delivery of, and any other incidental costs associated with, electricity obtained from a utility. However, the use of solar electricity only allows a customer to avoid those costs based on the number of kilowatt-hours (kWh) consumed; fixed costs and demand charges¹³ (a charge associated with the highest peak demand in a billing period) will likely be unaffected by any avoided electricity consumption.¹⁵

¹¹ More information is available through the DSIRE website on the ITC

www.dsireusa.org/incentives/incentive.cfm?incentive_code=US02F&re=1&ee=1 and MACRS

www.dsireusa.org/incentives/incentive.cfm?incentive_code=US05F&re=1&ee=1

¹² PPA rates often already account for all available incentives, and sometimes also include some of the monetized benefits of going solar (e.g., proceeds from the sale of Solar Renewable Energy Credits). Local governments should review the PPA carefully and note how ownership of these benefits are assigned.

¹³ For a clear and concise discussion on why demand charges are typically unaffected by solar electricity, see Section 4 of NREL Technical Report NREL/TP-6A2-13537, *Rate Analysis of Two Photovoltaic Systems in San Diego*, available at www.nrel.gov/analysis/pdfs/43537.pdf

Because the amount of utility-sourced electricity offset by solar depends on how much electricity the solar system produces, the first step in calculating avoided electricity costs is to estimate the amount of electricity generated by a solar energy system. A simple estimate of annual electricity output can be calculated by finding the product of two figures: the solar energy system's *capacity rating* and the number of *peak sun hours* received at a location.

- *Capacity Rating* is a measure of the size of a solar energy system, typically measured in watts (W) or kilowatts (kW). The higher a system's capacity rating, the more electricity it can produce. To accurately estimate a system's output, it is important to recognize the distinction between direct current (DC) and alternating current (AC) ratings. The capacity rating listed on a solar panel is its *DC rating* - a measure of the amount of direct current electricity the system produces under "standard test conditions". However, before this electricity can be used to power buildings and appliances, it must be converted into alternating current. This conversion process is not 100% efficient, resulting in the loss of some of this electricity. These total losses are measured by a *derate factor*, the final product of all the factors that affect a system's conversion efficiency.²⁴ Multiplying a system's DC rating by the derate factor will yield the *AC rating*; it is this capacity rating that should be used in system output calculations.
- *Peak Sun Hours* is a measure of the number of hours per day that solar irradiance (the amount of solar radiation falling on a particular area) is at its maximum (i.e., 1,000 W/m²).¹⁵ This measure effectively compresses the solar irradiance available throughout the day into a number of hours of maximum sunlight. Calculating peak sun hours is simple: determine the solar irradiance of the location a solar energy system will be installed,²¹ and divide this figure by the peak sun estimate of 1000 W/m². For example, the National Renewable Energy Laboratory's (NREL) "PV Watts Viewer" (see footnote below) indicates that Springfield, Massachusetts receives an average of 4.23 kilowatt-hours (kWh) of solar radiation per square meter (m²) per day. Because one kilowatt-hour is equal to one thousand watt-hours, we can write this as 4,230 Wh/m²/day. Dividing this figure by our peak sun estimate of 1,000 W/m² yields 4.23 peak sun hours per day.

Once a system's *AC rating* and the *peak sun hours* for the site on which the system will be installed have been determined, annual energy output can be estimated. Using the Massachusetts example above, the annual energy output for a 5 kW (DC rating) system with a derate factor of 0.77 can be estimated as:

$$5 \text{ kW} \times 0.77 \times 4.23 \times 365 = 5,944 \text{ kWh/year}$$

DC Rating Derate Factor Peak Sun Hours per Day Days in a Year Annual Energy Output

AC Rating

It should be understood that this method only provides a rough estimate of a solar energy system's output. More sophisticated estimates can be obtained by visiting NREL's "PV Watts Calculator", available at redc.nrel.gov/solar/calculators/PVWATTS/version1/, or from installers during the RFP process.

²¹ Solar irradiance for your location can be estimated by visiting the National Renewable Energy Laboratory's "PV Watts Viewer", available at mapserve3.nrel.gov/PVWatts_View/Viewer/Index.html

Once an electricity output estimate has been obtained, annual avoided electricity costs can be calculated. Again, to determine these energy savings, a local government should apply the total electricity produced by the solar energy system to utility costs that are based on the number of kilowatt-hours consumed. Figure 2 below illustrates some service and supply charges for electricity delivered by a utility serving western Massachusetts. The charges highlighted in blue are those that are based on the amount of electricity consumed every billing period, and are those that should be included in a local government's estimate of avoided electricity costs. The charges in orange, however, are the fixed costs and demand charges that are not likely to be reduced through the use of solar electricity.

While calculating annual cost savings for the first year is as simple as the process outlined above, determining the value of avoided energy costs for subsequent years is slightly more complicated and involves consideration of two additional elements. The first of these is a solar energy system's *degradation factor*. As time goes on, the efficiency with which PV systems convert sunlight into electricity diminishes by between 0.5-1.0 percent each year.¹⁶ Production in years after the first should be adjusted by this factor. The second issue that must be considered in producing the most accurate solar cost-benefit analysis possible is *projected growth in electricity prices*. In its "Annual Energy Outlook 2012", the U.S. Energy Information Administration (EIA) projects that electricity prices across all sectors will grow at an annual rate of 2 percent.¹⁷

Delivery Services Detail	Rate	Charge
Customer Charge		\$80.00
Distribution Demand Charge	4.00KW x \$10.220000	\$40.88
Distribution Energy Charge	1500.00KWH x \$0.001780	\$2.67
Transmission Energy Charge	1500.00KWH x \$0.006310	\$9.47
Transmission Demand Charge	4.00KW x \$4.020000	\$16.08
Net Metering Recovery Surcharge	1500.00KWH x \$0.000070	\$0.11
Solar Program Cost Adjustment	1500.00KWH x \$0.000320	\$0.48
Electricity Supply Detail		
Generation Service Charge	1500.00KWH x \$0.082380	\$123.57

Figure 2: Some Typical Electricity Charges
Adapted from a sample bill from Western Massachusetts Electric (www.wmeeco.com)

A Note on Net Metering and the Value of Net Excess Generation

Net metering policies and related equipment provide solar energy system owners the means to feed unused solar electricity back into the grid. By installing meters that run in the opposite direction when electricity is exported to the grid, customers will only be billed by the utility for the *net* electricity they consume. In some cases, however, solar energy systems produce more electricity than system owners can use in a single billing period. Though details vary across the 43 states that have adopted net metering policies,¹⁸ in general, this *net excess generation* is stored as credits that (in many of these states) can be used to offset consumption in a later billing period (either within the same 12-month period or indefinitely), with any credits remaining after this "roll-over" cycle purchased by the utility at its retail, avoided-cost, or other rates.¹⁹ Payments made at avoided cost rates or at another rate less than the retail rate can reduce the monetary value of some of the electricity generated by a solar energy system. Unless your local government has a strong reason to believe it will have credits remaining at the end of a roll-over period, it may not be necessary or even practical to estimate the portion of the electricity generated by your system that should be valued at your state's unused net excess generation rate.

Again, there is still considerable variation between net metering policies and, in some states, these policies aren't as beneficial to customers as the process outlined above. You can learn more about your state's net metering policy by

visiting the Database of Incentives for Renewables and Efficiency at www.dsireusa.org/solar, and see how your state ranks in terms of the quality of these policies by viewing the “Freeing the Grid” report at www.newenergychoices.org/uploads/FreeingTheGrid2011.pdf

Solar Renewable Energy Credits

A Renewable Portfolio Standard (RPS) is a policy enacted at the state level that mandates a certain percentage of a utility’s electricity sales be obtained from renewable sources by a certain date. Sixteen of these states go one step further, requiring that a percentage of this electricity come from distributed solar resources (known as a “carve-out” or “set-aside”) or apply a multiplier to the electricity generated by these systems for purposes of satisfying the RPS.²⁰ Seven of these solar carve-out states, along with the District of Columbia, allow for in-state markets for the creation, sale, and purchase of Solar Renewable Energy Credits (SRECs). Some other states with solar carve-outs, but still lacking robust SREC markets, are able to generate credits and sell them into markets in other states.²¹

An SREC represents the environmental benefits of generating one megawatt-hour (MWh; equal to 1,000 kWh) of solar electricity, allowing for these benefits to be monetized. In states where SRECs can be generated and sold by a local government owning a solar energy system, these credits can significantly affect the economics of going solar. Figure 3 below shows the price for Massachusetts SRECs sold at auction in August 2012. At this price, the 5kW system from our earlier example will bring in over \$1,200 in additional revenue in the project’s first year. Those seeking to use SRECs to further offset the costs of going solar are cautioned that SREC prices can vary greatly between states, over time, and depending on the type of SREC sale in question.²⁸

Additionally, third-party ownership arrangements will typically assign the system owner (rather than the local government) the rights to the SRECs produced by a solar energy system.²² Thus, the PPA rates or monthly lease payments made under these agreements will often already reflect the value of SRECs, as well as other incentives for which system owners are eligible.



Figure 3: Auction Prices for Massachusetts SRECs, August 2012
Source: SRECTrade (www.srectrade.com)

Table 2: Summary of the Benefits of Going Solar

Direct Ownership	Third-Party Ownership
(+) Avoided Energy Costs	(+) Avoided Energy Costs
(+) Value of Net Excess Generation	(+) Value of Net Excess Generation
(+) Value of SRECs (where available)	

Learn more about SRECs and how they are priced and sold at www.srectrade.com or at www.fletexchange.com

Measuring the Value of Going Solar

Net Present Value Analysis

Once each of the costs and benefits discussed in the previous sections have been determined for the project proposed for your local government, the net present value (the difference between the future value of benefits and costs) of the 5 kW project in Massachusetts described above can be estimated as shown in the tables below. In general, projects with a positive net present value (i.e., those that provide a net benefit) are deemed worthwhile investments. Assumptions and additional explanations of each of these costs and benefits follow on the next page.

Table 3: Net Present Value Analysis - Direct Ownership Project; Springfield, Massachusetts

Year	Costs				Benefits				
	Installed Costs	O&M Costs	Insurance	Total Costs	Present Value of Costs	Avoided Electricity Costs	SREC Revenue	Total Benefits	Present Value of Benefits
1	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,642.79)	\$540.07	\$1,248.24	\$1,788.31	\$1,788.31
2	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,627.96)	\$545.36	\$1,235.76	\$1,781.12	\$1,664.60
3	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,613.14)	\$550.65	\$1,223.28	\$1,773.93	\$1,549.42
4	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,598.32)	\$555.93	\$1,210.79	\$1,766.73	\$1,442.98
5	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,583.50)	\$561.21	\$1,198.31	\$1,759.52	\$1,342.33
6	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,568.67)	\$566.47	\$1,185.83	\$1,752.30	\$1,249.26
7	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,553.85)	\$571.72	\$1,173.35	\$1,745.06	\$1,162.81
8	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,539.03)	\$576.95	\$1,160.86	\$1,737.81	\$1,082.22
9	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,524.21)	\$582.16	\$1,148.38	\$1,730.54	\$1,007.19
10	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,509.39)	\$587.35	\$1,135.90	\$1,723.25	\$937.33
11	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,494.57)	\$592.51	\$1,123.42	\$1,715.93	\$872.29
12	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,479.75)	\$597.65	\$1,110.93	\$1,708.58	\$811.73
13	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,464.93)	\$602.75	\$1,098.45	\$1,701.20	\$755.35
14	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,450.11)	\$607.82	\$1,085.97	\$1,693.79	\$702.86
15	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,435.29)	\$612.85	\$1,073.49	\$1,686.33	\$653.99
16	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,420.47)	\$617.84	\$1,061.00	\$1,678.84	\$608.49
17	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,405.65)	\$622.78	\$1,048.52	\$1,671.30	\$566.13
18	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,390.83)	\$627.67	\$1,036.04	\$1,663.71	\$526.69
19	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,376.01)	\$632.51	\$1,023.56	\$1,656.07	\$489.97
20	(\$1,392.23)	(\$135.00)	(\$104.50)	(\$1,631.73)	(\$2,361.19)	\$637.29	\$1,011.07	\$1,648.37	\$455.79
21	\$0.00	(\$135.00)	(\$104.50)	(\$239.50)	(\$301.39)	\$642.01	\$998.59	\$1,640.61	\$423.96
22	\$0.00	(\$135.00)	(\$104.50)	(\$239.50)	(\$294.80)	\$646.67	\$986.11	\$1,632.78	\$394.34
23	\$0.00	(\$135.00)	(\$104.50)	(\$239.50)	(\$288.21)	\$651.25	\$973.63	\$1,624.88	\$366.76
24	\$0.00	(\$135.00)	(\$104.50)	(\$239.50)	(\$281.62)	\$655.76	\$961.14	\$1,616.91	\$341.08
25	\$0.00	(\$135.00)	(\$104.50)	(\$239.50)	(\$275.03)	\$660.13	\$948.66	\$1,608.85	\$317.18
	(\$27,844.61)	(\$3,375.00)	(\$2,612.50)	(\$33,832.11)	(\$40,366.19)	\$15,045.42	\$27,461.28	\$42,506.70	\$21,512.35

Net Present Value: \$2,744.18

Assumptions and Explanations for Table 3:

Year – The year in which costs and benefits occur. A 25-year horizon was used, as this figure represents the lower bound of a solar energy system's useful life, and is typically the length of manufacturers' warranties for solar panel power output.

Installed Costs – The values in this field represent the costs of system installation and interest payments. Installed costs were determined for a 5 kW system at the average installed cost rate of \$4.63/W. This \$23,150 price tag was reduced by \$2,250, the maximum rebate amount allowed under the "Commonwealth Solar II Rebate" offered by the state of Massachusetts.²³ The project estimated here is financed through a 20-year municipal bond at an interest rate of 3.25%, with payments occurring at the beginning of each year. Using these parameters, annual bond payment values were determined using the PMT function in Microsoft Excel.

O&M Costs – Annual costs for operations and maintenance were estimated at a rate of \$27/kW.

Insurance – Annual premiums for supplemental insurance were estimated as 0.5% of total installed costs.

Total Costs – Represents the sum of installed, O&M, and insurance costs.

Present Value of Costs – Represents the value of the costs occurring in each year, adjusted to reflect a 7% discount rate.¹¹

Avoided Electricity Costs – Represents the product of annual system electric output (adjusted annually to reflect a 1% decrease in output each year) and a retail electricity rate of \$0.09086/kWh (adjusted annually to reflect a 2% increase in retail electricity rates each year). Recall that these avoided costs are a function of the amount of electricity produced by a solar energy system, which in turn depends primarily upon the number of peak sun hours the system receives.

SREC Revenue – Values here are based on the creation of one SREC per MWh, multiplied by an SREC auction price of \$210 (the August 2012 auction price for Massachusetts SRECs). It should be noted that SRECs have been prone to price fluctuations over time and between markets. Analysts should be cautioned that future fluctuations can have a significant impact on project economics.

Total Benefits – Represents the sum of avoided electricity costs and SREC revenues.

Present Value of Benefits – Represents the value of the benefits occurring in each year, adjusted to reflect a 7% discount rate.

A similar, though simpler, analysis can be produced to assess the economic benefits of a power purchase agreement or solar lease, in which a third party retains ownership of a solar energy system. The cost side of the equation will consist of either the value of annual lease payments or solar electricity purchased at PPA rates (adjusted each year to reflect any price escalators), along with any down payments. The benefits side will consist of avoided electricity costs, as calculated above. SREC revenue should only be included if ownership of the SRECs is assigned to the local government. Otherwise, the value of SRECs should already be reflected in the lease payment or PPA rate paid to the owner.

Benefit-Cost Ratio

Once a net present value analysis has been conducted, a benefit-cost ratio can be obtained. This metric is exactly what its name implies, and is calculated by dividing the present value of a project's benefits by the present value of its costs. The benefit-cost ratio for the example above is $\$21,512.35/\$18,768.17 = 1.15$. This figure can be used to easily make comparisons between different proposed solar projects. The general decision criterion is to select the project with the highest benefit-cost ratio.

¹¹ For more on discount rates and how they can be calculated, please see *Net Present Value Analysis: A Primer for Finance Officers*, available at www.foia.org/services/dfl/budget/documents/NetPresentValueAnalysis.pdf

Simple Payback Period

Payback period is a measure of the number of years it takes for cumulative annual cash flows to equal the cost of the project. As noted at the bottom of Table 3, installed costs for the 5 kW example project totaled \$27,844.62. Table 4 below illustrates net cash inflows for each year of the project and tracks cumulative cash inflows. As the table shows, the payback period for this project is between 18 and 19 years.

Table 4: Payback Period Analysis - Direct Ownership Project; Springfield, Massachusetts

Installed Costs: \$27,844.62								
Year	O&M Costs	Insurance	Total Annual Outflow	Avoided Electricity Costs	SREC Revenue	Total Annual Inflow	Net Cash Inflow	Cumulative Cash Inflow
1	(\$135.00)	(\$104.50)	(\$239.50)	\$540.07	\$1,248.24	\$1,788.31	\$1,548.81	\$1,548.81
2	(\$135.00)	(\$104.50)	(\$239.50)	\$545.36	\$1,235.76	\$1,781.12	\$1,541.62	\$3,090.43
3	(\$135.00)	(\$104.50)	(\$239.50)	\$550.65	\$1,223.28	\$1,773.93	\$1,534.43	\$4,624.86
4	(\$135.00)	(\$104.50)	(\$239.50)	\$555.93	\$1,210.79	\$1,766.72	\$1,527.22	\$6,152.08
5	(\$135.00)	(\$104.50)	(\$239.50)	\$561.21	\$1,198.31	\$1,759.52	\$1,520.02	\$7,672.10
6	(\$135.00)	(\$104.50)	(\$239.50)	\$566.47	\$1,185.83	\$1,752.30	\$1,512.80	\$9,184.90
7	(\$135.00)	(\$104.50)	(\$239.50)	\$571.72	\$1,173.35	\$1,745.07	\$1,505.57	\$10,690.47
8	(\$135.00)	(\$104.50)	(\$239.50)	\$576.95	\$1,160.86	\$1,737.81	\$1,498.31	\$12,188.78
9	(\$135.00)	(\$104.50)	(\$239.50)	\$582.16	\$1,148.38	\$1,730.54	\$1,491.04	\$13,679.82
10	(\$135.00)	(\$104.50)	(\$239.50)	\$587.35	\$1,135.90	\$1,723.25	\$1,483.75	\$15,163.57
11	(\$135.00)	(\$104.50)	(\$239.50)	\$592.51	\$1,123.42	\$1,715.93	\$1,476.43	\$16,640.00
12	(\$135.00)	(\$104.50)	(\$239.50)	\$597.65	\$1,110.93	\$1,708.58	\$1,469.08	\$18,109.08
13	(\$135.00)	(\$104.50)	(\$239.50)	\$602.75	\$1,098.45	\$1,701.20	\$1,461.70	\$19,570.78
14	(\$135.00)	(\$104.50)	(\$239.50)	\$607.82	\$1,085.97	\$1,693.79	\$1,454.29	\$21,025.07
15	(\$135.00)	(\$104.50)	(\$239.50)	\$612.85	\$1,073.49	\$1,686.34	\$1,446.84	\$22,471.91
16	(\$135.00)	(\$104.50)	(\$239.50)	\$617.84	\$1,061.00	\$1,678.84	\$1,439.34	\$23,911.25
17	(\$135.00)	(\$104.50)	(\$239.50)	\$622.78	\$1,048.52	\$1,671.30	\$1,431.80	\$25,343.05
18	(\$135.00)	(\$104.50)	(\$239.50)	\$627.67	\$1,036.04	\$1,663.71	\$1,424.21	\$26,767.26
19	(\$135.00)	(\$104.50)	(\$239.50)	\$632.51	\$1,023.56	\$1,656.07	\$1,416.57	\$28,183.83
20	(\$135.00)	(\$104.50)	(\$239.50)	\$637.29	\$1,011.07	\$1,648.36	\$1,408.86	\$29,592.69
21	(\$135.00)	(\$104.50)	(\$239.50)	\$642.01	\$998.59	\$1,640.60	\$1,401.10	\$30,993.79
22	(\$135.00)	(\$104.50)	(\$239.50)	\$646.67	\$986.11	\$1,632.78	\$1,393.28	\$32,387.07
23	(\$135.00)	(\$104.50)	(\$239.50)	\$651.25	\$973.63	\$1,624.88	\$1,385.38	\$33,772.45
24	(\$135.00)	(\$104.50)	(\$239.50)	\$655.76	\$961.14	\$1,616.90	\$1,377.40	\$35,149.85
25	(\$135.00)	(\$104.50)	(\$239.50)	\$660.19	\$948.65	\$1,608.85	\$1,369.35	\$36,519.20

It is important to note, however, that though simple payback periods are relatively easy to calculate and are a commonly cited metric of a solar project's economic viability, this measurement has two significant shortcomings.²⁴ First, payback periods do not illustrate a project's long term profitability, but focus only on how quickly the project delivers a return on investment. With this measure, a solar project's key benefit – its ability to offset electricity derived from conventional fuels over the entirety of its useful life – will be lost in this overly simplified measure. Using the simple payback period as the primary decision criterion will likely result in the rejection of solar projects with long payback periods, though these projects will deliver significant economic and environmental benefits over the long term. Secondly, simple payback periods do not account for the time value of money (captured through the use of discount rates), and as such will overvalue cash inflows and outflows in later years.

Given these limitations, it is not recommended that the economic viability of solar energy projects be measured by simple payback period alone. A net present value analysis should be the primary means by which these projects are evaluated, with simple payback period used to provide additional information on a local government's investment in solar.

Conclusion

Measuring the value of going solar can be a complex and time consuming undertaking, requiring both the collection of accurate and often unfamiliar information and its evaluation according to specialized methods. However, most local government budget or finance officers will already possess the required methodological know-how to properly assess the value of investing in equipment purchases, infrastructure upgrades, or policies. The above discussions of the costs and benefits particular to investments in *solar energy* are meant to provide these analysts with an understanding of the other half of this process, helping them to make the best and most accurate decisions possible.

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Landfills & Brownfields Become America's Energy Sites for Solar Arrays

By Associated Renewable

November 28, 2012 | 5 Comments

There are about 10,000 old municipal landfills in the United States that have reached capacity, and now their waste is sealed underground. These landfills are taking up space across the country, and are often in areas close to dense populations where land is valuable. A developing trend has been to utilize this land and construct a solar photovoltaic (PV) array on the surface. These solar landfill caps are in New Jersey, New York, Massachusetts, Texas, California, and Georgia.

When landfills reach capacity, they are normally capped carefully with a polyethylene material, which makes sure hazardous waste cannot leak into the soil and also help the trapped material degrade. On top of the cap is usually a couple feet of soil and grass, to make it more visually appealing, but still not safe for public use, or development of any commercial or residential buildings, or even roads. It is essentially useless land, but placing a solar PV cover on top, can generate revenue through energy production. Proximity to the grid is paramount for many solar projects, and landfills are useful because they are close to populated areas.



A key part of this development is the use of an exposed geo-membrane solar cover (EGSC) system that caps the landfill. This technology combines an enhanced final cover anchoring system and then thin film photovoltaic solar panel attached to a geo-membrane. The EGSC and solar panels are designed for both long-term outdoor exposure and to withstand specific weather events, giving it an advantage over typical soil or vegetation covers that require maintenance. There are still high costs associated with installing the solar panels, but it can be regained as the energy is sold to a local utility.

Underneath these solar arrays can be 10 million plus cubic yards of garbage. Until the country has a better control over our waste stream, and encourages greater reuse and recycle, systems like this will become increasingly important.

Below is a short list of landfill sites with or developing solar arrays over old landfills.

- A landfill site on the outskirts of Atlanta, Georgia has covered 10 acres of land with solar panels and the underground also collects methane gas, which is used for power production.
- A six megawatt solar array went up in 2010 on a Superfund site in Sacramento County, California, with the energy powering the cleanup of the site.
- A 10 megawatt solar installation in 2010 was constructed on a brownfield site in Chicago.
- The Pennsauken Sanitary Landfill in New Jersey is a 2.6 megawatt site powers the daily operation of Aluminum Shapes.
- A project underway in Madison County, New York will generate energy from the eight acres of panels and that energy will be used to run the recycling center next door.

However, there are still issues with developing solar on top of landfills. The ground can sink as the material in the landfill settles and the site can also generate gases from the decomposing wastes. Additionally, if the cap is old (15-20 years) there could be requirements for a third-party environmental assessment that could make the process longer and more expensive.

The U.S. Environmental Protection Agency and U.S. Department of Energy are conducting feasibility studies to determine which sites should be developed. The math goes something like this: by installing solar power arrays on just one quarter of the possible 10,000 landfills, we could produce a potential 212 gigawatts of clean energy, almost 500 times the solar energy produced in the U.S. in 2009 (425 megawatts). There is widespread application and opportunity for solar array landfill caps across the country. If the U.S. plans to shift to more sustainable economy with a decreased reliance on fossil fuels, utility scale renewable systems like this will have to be part of the process.

Author: Nora Prevoznak

December 21, 2012

To the County Council
Oconee County, South Carolina

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Oconee County, South Carolina for the year ended June 30, 2012. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and, *Government Auditing Standards* and OMB Circular A-133, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated July 1, 2012. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Oconee County, South Carolina are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2012. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the County's financial statements were:

Management's estimate of the useful lives and depreciation expense on capital assets as discussed in Note 1.

The net post-employment benefit obligation, an actuarially determined amount by a specialist based on current employee data, healthcare costs and retiree benefits along with other factors as discussed in Note 8.

Management's estimate of landfill closure and post-closure costs as discussed in Note 7.

We evaluated the key factors and assumptions used to develop each of these estimates in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

To the County Council
Oconee County, South Carolina
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Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representation

We have requested certain representations from management that are included in the management representation letter dated December 21, 2012.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Information in Documents Containing Audited Financial Statements

With respect to the combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of County Council and management of Oconee County, South Carolina and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

McAbee, Talbert, Halliday & Co.

McAbee, Talbert, Halliday & Co.

Oconee County, South Carolina

Comprehensive Annual Financial Report
For the Fiscal Year Ended June 30, 2012





PUBLIC HEARING

SIGN IN SHEET

Oconee County Council Meeting

DATE: January 22, 2013

6:00 p.m.

Ordinance 2012-34 "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN"
[Fair Play Overlay]

Ordinance 2012-38 "AUTHORIZING THE SALE, BY OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY"), OF CERTAIN REAL PROPERTY AND IMPROVEMENTS THEREON (THE "PROPERTY"), AND THE GRANT BY THE COUNTY OF CERTAIN EASEMENTS AFFECTING REAL PROPERTY, OWNED BY THE COUNTY AND LOCATED IN THE CITY OF WALHALLA, SOUTH CAROLINA (THE "CITY"), TO OCONEE COURTHOUSE VENTURES, LLC (THE "COMPANY"), ALL PURSUANT TO AN AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY TO BE ENTERED INTO BY AND BETWEEN THE COUNTY AND THE COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE INCENTIVE AGREEMENTS BY AND BETWEEN THE COUNTY AND THE COMPANY FOR THE PURPOSES OF MAKING AVAILABLE TO THE COMPANY CERTAIN PROJECT INFRASTRUCTURE GRANT FUNDS, INCLUDING THE PROPERTY AND THE PROJECT IN A MULTI-COUNTY BUSINESS OR INDUSTRIAL PARK (THE "PARK"), AND MAKING AVAILABLE TO THE COMPANY CERTAIN SPECIAL SOURCE REVENUE CREDITS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR THE ESTABLISHMENT OF THE PARK WITH ONE OR MORE ADJOINING COUNTIES FOR THE PURPOSE OF INCLUDING THE PROPERTY AND THE PROJECT WITHIN THE PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COUNTY AND THE CITY RELATING TO THE INCLUSION OF THE PROPERTY AND THE PROJECT IN THE PARK AND THE DISTRIBUTION OF PARK REVENUES; AUTHORIZING, RATIFYING AND AFFIRMING ALL PRIOR ACTS OF OCONEE COUNTY AND ITS OFFICERS AND ELECTED OFFICIALS WITH REGARD TO THE FOREGOING; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL DOCUMENTS, INSTRUMENTS OR CERTIFICATES NECESSARY OR DESIRABLE TO ACCOMPLISH THE FOREGOING; AND OTHER MATTERS RELATED THERETO"

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group.

Racial slurs will not be permitted.

Council's number one priority is to conduct business for the citizens of this county.

All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

SIGN IN SHEET – NEXT PAGE

PRINT Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	2012-34	2012-38
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**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2012-34**

AN ORDINANCE TO AMEND SECTION 38-11.2, ENTITLED *I-85 OVERLAY DISTRICT*, OF CHAPTER 38, ENTITLED *ZONING*, OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY; AMEND THE OFFICIAL OCONEE COUNTY ZONING MAP INCORPORATED THEREIN; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through its governing body, the Oconee County Council (the “County Council”), has previously adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended, from time to time; and

WHEREAS, Chapter 38, entitled *Zoning*, of the Code of Ordinances, contains terms, provisions, procedures, and the official zoning maps applicable to zoning in the County; and

WHEREAS, from time to time, provisions of the Code of Ordinances need to be amended, to update such provisions, to clarify guidelines and procedures and rules applicable to County government, to keep the Code of Ordinances in concert and accord with State and County law and regulations and to meet the changing needs of the County; and

WHEREAS, there is a need to amend the zoning procedures, maps, and law of the County, to keep the Code of Ordinances in concert and accord with State and County law and regulations and to meet the changing needs of the County; and

WHEREAS, there is a need to amend, specifically, Section 38-11.2, entitled *I-85 Overlay District*, of Chapter 38, entitled *Zoning*, of the Code of Ordinances, and the Official Oconee County Zoning Map incorporated therein:

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

1. The statements of fact and policy from the preamble of this ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this ordinance as fully as if set forth verbatim herein.
2. The entire content of the current Section 38-11.2, entitled *I-85 Overlay District*, of Chapter 38, entitled *Zoning*, of the Code of Ordinances, is hereby revoked, rewritten, stricken, and replaced in its entirety with the rewritten Section 38-11.2

set forth in **Exhibit A**, which is hereby incorporated herein as fully as if set forth verbatim, herein.

3. The Official Oconee County Zoning Map previously adopted by Section 38-11.2, entitled *I-85 Overlay District*, of Chapter 38, entitled *Zoning*, of the Code of Ordinances is hereby revoked, rewritten, stricken, and replaced in its entirety with the rewritten Official Oconee County Zoning Map as set forth in **Exhibit B**, which establishes the Fair Play Village Sub-district and its boundaries, and which is hereby incorporated herein as fully as if set forth verbatim, herein.
4. 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 rest and remainder of this Ordinance, all of which is hereby deemed separable.
5. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in **Exhibit A** or **Exhibit B** hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior zoning or rezoning acts, actions, or decisions of the County or the County Council, in any regard.
6. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.
7. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the Code of Ordinances.

Ordained in meeting, duly assembled, this ___ day of _____, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: November 20, 2012 [in title only]
Second Reading: December 18, 2012
Public Hearing: January 22, 2013
Third Reading: January 22, 2013

EXHIBIT A

Sec. 38-11.2. I-85 Overlay District.

Title: I-85 overlay district.

Definition: The I-85 overlay district is not intended to be a separate zoning district, but shall be assigned to those areas county council has determined to be essential to the future economic prosperity and general well being of all Oconee county citizens.

Intent: The overlay is intended to promote development that reflects the best building and site design practices in a manner that will maintain the greatest marketability of the area over time, while limiting any negative effects that may impact the existing lifestyle of the area's citizens.

Boundary: The boundaries of the I-85 overlay district shall be shown on the Official Oconee County Zoning Map:

The I-85 overlay district shall be divided into the following sub-districts:

- (a) Carolina Gateway (Interstate 85).
- (b) Fair Play Village.
- (c) Cleveland Creek.

Standards:

- 1) No new residential subdivision development consisting of more than ten (10) residential housing units proposed for any sub-district of the I-85 Overlay shall have a gross density greater than one dwelling unit per acre, unless otherwise specified by this chapter.
- 2) Sexually Oriented Businesses, as defined by the Unified Performance Standards Chapter of the Oconee County Code of Ordinances, shall not be located in the I-85 Overlay District.

The following standards shall apply within one or more of the sub-districts of the I-85 Overlay, as specified:

1) Carolina Gateway Sub-district:

A. The regulations contained within Appendix A of this Chapter shall apply in their entirety to all non-residential uses within the Carolina Gateway (Interstate 85) overlay, excluding agriculture uses.

2) Fair Play Village Sub-district:

A. All new primary and accessory *residential* buildings proposed to be located within the boundaries of the Fair Play Village Sub-district shall be subject to the following standards:

1. Maximum Density: Two (2) Dwelling Units per acre.
2. Setbacks: Front – Twenty Five (25) Feet; Side – Five (5) Feet; Rear – Ten (10) Feet.

B. All new lots/parcels shall have a minimum lot width on road frontage of one hundred (100) feet.

C. All structures and properties *located in the Fair Play Village Overlay* constructed, installed or maintained in such a manner as to permit the harborage of rodents, mosquitoes, or any other pest or vermin, shall within 30 days of notification (by certified mail) by the Zoning Administrator repair, upgrade, clean or otherwise improve the structure or property so as to mitigate the situation. In the event the owner of a structure deemed to be in violation of this standard can demonstrate the need for additional time beyond 30 days from the date of notification to complete necessary work, provided all imminent hazards to residents and the public have been mitigated, the Zoning Administrator may grant up to an additional 60 days for completion.

D. Proposed structures to be located in the Fair Play Village Sub-district subsequent to the adoption of this standard shall be subject to the following:

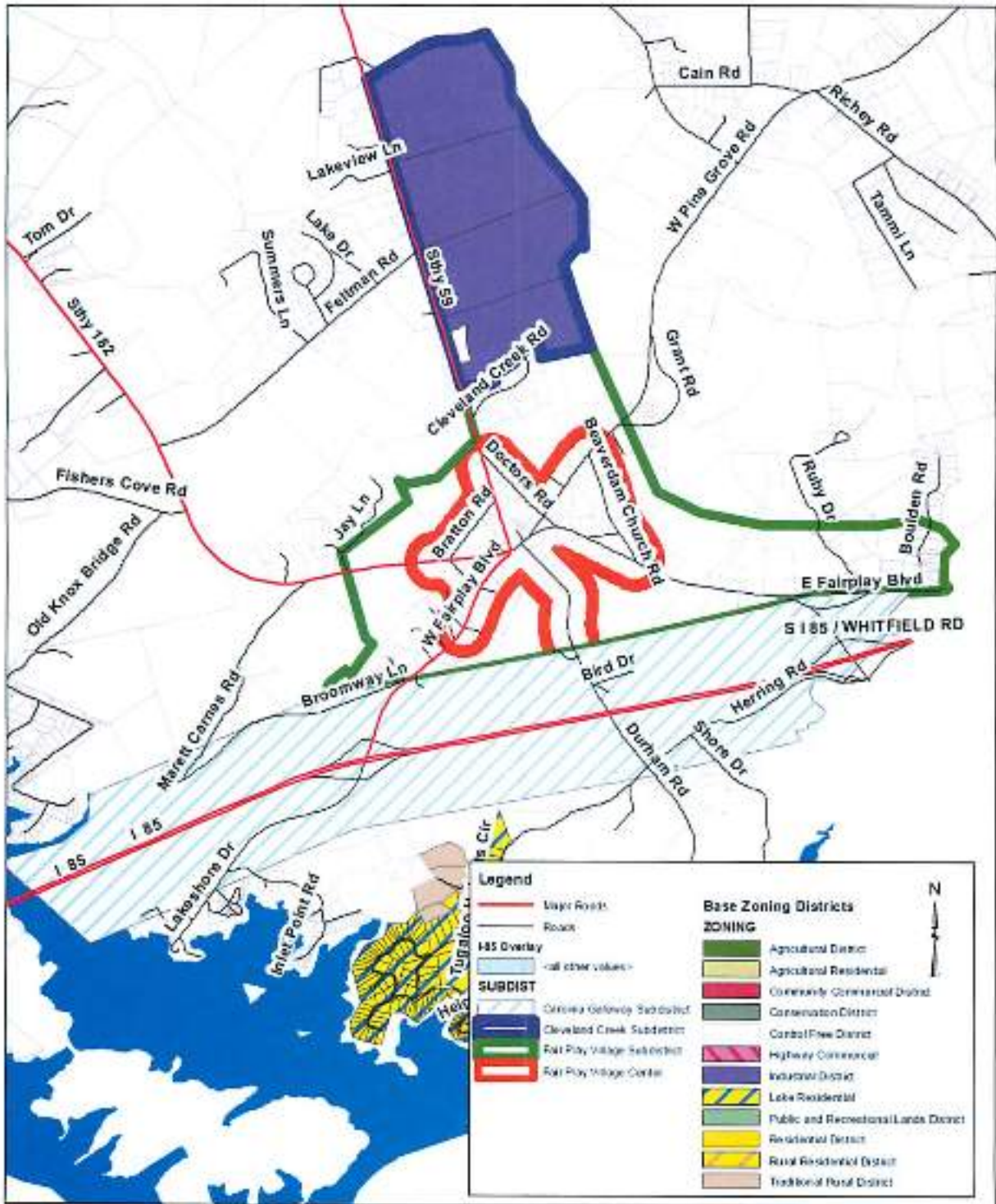
1. All non-residential and non-agricultural structures and uses shall conform to the standards established in Appendix A of this Chapter, and excepting those required by this or any other Chapter of the Oconee County Code of Ordinances to be approved as a Special Exception by the Oconee County Board of Zoning Appeals, shall be subject to review and approval by the Oconee County Planning Commission.
2. Single-family residential developments proposed to consist of greater than two (2) units, and all multi-family residential developments, shall be subject to review and approval by the Oconee County Planning Commission.
3. Proposed structures, of any type, intended for occupancy shall meet the following standards:
 - i. Foundations and/or underpinning shall be constructed of concrete, masonry (brick or block), or similar material, and designed so as to provide a continuous, permanent, and attractive impediment to the harborage of rodents and vermin.
 - ii. A lawn or landscaped area cleared of weeds, excess undergrowth, and any other materials or debris that may attract rodents, mosquitoes, and other potential threats to occupants and/or the public shall be established for each residential unit prior to final approval for occupation.
 - iii. Access to residences shall be from an all-weather driveway and/or parking area.

4. New development proposed to be located in the area delineated on the Official Oconee County Zoning Map as the 'Village Center' of the Fair Play Village Sub-district shall, in addition to all other standards applicable to the Fair Play Village Sub-district, be subject to the following:
 - i. Orientation: All new primary residential structures located in the Village Center shall be oriented to the public thoroughfare.
 - ii. All industrial uses shall be approved as a Special Exception by the Board of Zoning Appeals.
 - iii. The height of all proposed structures shall be no greater than thirty (30) feet, to be determined by measures approved in adopted building codes.

5. Free-standing signage of any type subject to permit by this Chapter of the Code of Ordinances, to include monument or other signage not attached to or otherwise supported by a primary structure, shall not exceed seven (7) feet in height above grade. No signage shall be situated or installed on a berm or other elevated surface or device intended to increase the height of a sign subject to this standard.

EXHIBIT B

Ordinance 2012-34



STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2012-38

AUTHORIZING THE SALE, BY OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY"), OF CERTAIN REAL PROPERTY AND IMPROVEMENTS THEREON (THE "PROPERTY"), AND THE GRANT BY THE COUNTY OF CERTAIN EASEMENTS AFFECTING REAL PROPERTY, OWNED BY THE COUNTY AND LOCATED IN THE CITY OF WALHALLA, SOUTH CAROLINA (THE "CITY"), TO OCONEE COURTHOUSE VENTURES, LLC (THE "COMPANY"), ALL PURSUANT TO AN AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND ONE OR MORE EASEMENT AGREEMENTS TO BE ENTERED INTO BY AND BETWEEN THE COUNTY AND THE COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE INCENTIVE AGREEMENTS BY AND BETWEEN THE COUNTY AND THE COMPANY FOR THE PURPOSES OF MAKING AVAILABLE TO THE COMPANY CERTAIN PROJECT INFRASTRUCTURE GRANT FUNDS, INCLUDING THE PROPERTY AND THE PROJECT IN A MULTI-COUNTY BUSINESS OR INDUSTRIAL PARK (THE "PARK"), AND MAKING AVAILABLE TO THE COMPANY CERTAIN SPECIAL SOURCE REVENUE CREDITS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR THE ESTABLISHMENT OF THE PARK WITH ONE OR MORE ADJOINING COUNTIES FOR THE PURPOSE OF INCLUDING THE PROPERTY AND THE PROJECT WITHIN THE PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COUNTY AND THE CITY RELATING TO THE INCLUSION OF THE PROPERTY AND THE PROJECT IN THE PARK AND THE DISTRIBUTION OF PARK REVENUES; AUTHORIZING, RATIFYING AND AFFIRMING ALL PRIOR ACTS OF OCONEE COUNTY AND ITS OFFICERS AND ELECTED OFFICIALS WITH REGARD TO THE FOREGOING; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL DOCUMENTS, INSTRUMENTS OR CERTIFICATES NECESSARY OR DESIRABLE TO ACCOMPLISH THE FOREGOING; AND OTHER MATTERS RELATED THERETO.

Section 1. Findings and Determinations. The County Council of Oconee County, South Carolina (the "County Council") hereby finds and determines as follows:

(a) Oconee County, South Carolina (the "County") is a political subdivision of the State of South Carolina and as such has all powers granted to counties by the Constitution and the general law of this State.

(b) The County, acting by and through the County Council, is authorized and empowered to make and execute contracts of the type hereinafter described and to acquire, sell or dispose of real property pursuant to S.C. Code Ann. § 4-9-30.

(c) The County is authorized by Article VIII, Section 13 of the Constitution and Section 4-1-170 of the Act (collectively, the "Park Act"), to enter into agreements with one or

more contiguous counties for the creation and operation of one or more joint-county industrial and business parks ("Parks").

(d) The County acting by and through its County Council is authorized and empowered under and pursuant to the provisions of Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "Credit Act") to grant credits against payments of fees-in-lieu of taxes ("FILOT") received and retained under the Park Act to offset qualifying infrastructure related expenditures pursuant to the Credit Act ("Special Source Revenue Credits").

(e) There is located at the intersection of Main Street and South Church Street in the County and in the City of Walhalla, South Carolina (the "City"), certain property with improvements thereon, fee simple title to which is currently held by the County (the "Property"), said Property having formerly served as the County Courthouse and having County TMS#: 500-15-13-001.

(f) The Property is one of historic value and significance to the County, and of such prominence as to have a significant impact on the surrounding community. The structure located on the Property is falling into a state of disrepair and is in need of rehabilitation to protect against future damage from the elements, and Oconee Courthouse Ventures, LLC, a South Carolina limited liability company (the "Company") is willing to proceed with such rehabilitation of the Property pending the negotiation and execution of the Agreements, subject to certain conditions.

(g) The County has previously sought proposals for rehabilitation and redevelopment work on the Property from any interested developers or parties through a request for proposals submitted in accordance with County ordinances, code and regulations, and received no responsive, responsible proposals to such request. The Company is considering acquiring the Property and developing thereon, through rehabilitation of existing structures and new construction, hotel, office, restaurant and retail space (the "Project"), which will result in the investment of not less than \$5,000,000.

(h) Based on currently available information: (i) the ultimate goal of the Project is to encourage capital investment, diversification of the tax base through creation of new taxable property, and the creation of jobs in the County; (ii) the citizens of the County will be the primary beneficiaries of the expected capital investment and job creation generated by the Project; (iii) the benefits represented by the Project are not speculative; and (iv) and the public interest is likely to be served to a substantial degree through the expected capital investment, creation of jobs, the expansion and diversification of the tax base by third party commercial investors.

(i) As an inducement for the Project, the County has determined to provide certain incentives (the "Incentives"), including but not limited to, the following:

(i) the conveyance of the Property to the Company by limited warranty deed in accordance with the terms of an Agreement for the Purchase and Sale of Real Property (the "Purchase Agreement") in substantially the form attached hereto as Exhibit A, and

the grant of certain easement rights over and across real property owned by the County adjoining or in close proximity to the Property for ingress, egress and parking, as may be necessary or beneficial to the Project, as is contemplated by the terms of the Purchase Agreement;

(ii) pending the receipt of the consent of the City required under the Park Act, the establishment of a Park and addition of the Property and the Project to such Park pursuant to an Agreement for Development of Joint County Industrial and Business Park (the "Park Agreement") in substantially the form attached hereto as Exhibit B to be entered into by and between the County and one or more adjoining counties;

(iii) pending the establishment of the Park as described in (ii) above, the provision of an annual Special Source Revenue Credit (the "Credit") to the Company against FILOT paid or to be paid by the Company with respect to personal property comprising part of the Project in the Park in each of the first five years that FILOT are paid for the Project in the Park, the amount of which Credit in each of such five years shall be the amount necessary to reduce the FILOT for personal property owned by the Company comprising part of the Project in the Park to not more than \$2,000, all in accordance with the terms of a Special Source Credit Agreement (the "Credit Agreement") to be entered into by and between the County and the Company in substantially the form attached as Exhibit C hereto;

(iv) a grant of funds in the amount of \$500,000 from the County to the Company for the benefit of the Project, the terms and conditions of which are set forth in a grant agreement attached hereto as Exhibit D ("Project Grant Agreement"), provided that the Company's performance of its obligations under the Grant Agreement shall be secured by a second priority mortgage of the Property to be made and given by the Company to and for the benefit of the County; and

(v) the provision of additional incentives to be further set forth in the Purchase Agreement, Credit Agreement and Project Grant Agreement, or other ancillary agreements that the parties deem appropriate (collectively, "Incentive Documents").

Section 2. Authorization to Execute and Deliver Incentive Documents. The Chairman of the County Council and the County Administrator together, or either of them acting alone, shall be and hereby are authorized and directed to execute the Incentive Documents in the forms attached hereto, or with such changes that are not materially adverse to the County as the Chairman of County Council and/or the County Administrator, as applicable, may approve. Notwithstanding the foregoing, the Park Agreement shall not be executed or become effective until all requisite consent and action of the City has been obtained and taken in accordance with the provisions of the Park Act.

Section 3. Creation of Park; Inclusion of Property and Project; Intergovernmental Agreement. Upon the grant of all requisite consent and completion of all other actions required of the City under the Park Act, the establishment of the Park and inclusion of the Property, or a portion thereof, and the Project therein is hereby authorized and approved. To the extent

required by the City, or to the extent determined necessary or desirable by the Chairman of County Council or the County Administrator, the Chairman of County Council and the County Administrator shall be and hereby are authorized and directed to execute and deliver an intergovernmental agreement ("Intergovernmental Agreement") to be entered into by and between the County, any other county which is a party to the Park Agreement, and the City regarding the inclusion of the Property and the Project in the Park and the distribution of FILOT generated by property in the Park. Such Intergovernmental Agreement shall be in such form and contain such terms and provisions as may be deemed necessary or desirable by the Chairman of County Council and the County Administrator, with advice of the County Attorney.

Fees-in-lieu of *ad valorem* taxes received and retained by the County with respect to property located in the Park ("Oconee Park Revenues"), which shall be all fees-in-lieu of *ad valorem* taxes received by the County which are *not* distributed to the partner county pursuant to the Park Agreement, shall be distributed to the political subdivisions and overlapping tax districts which levy taxes in the Park property and to no others in the same proportion and ratio, and for the same respective purposes, as their respective millage bears to the overall millage total for the applicable tax year, except as otherwise directed by: (i) General Bond Ordinance No. 2010-05 enacted by the County on May 4, 2010; (ii) the Credit Agreement, as authorized and approved by this Ordinance; (iii) the Intergovernmental Agreement, if any, as authorized and approved by this Ordinance; and (iv) such other ordinances as may relate to the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such Oconee Park Revenues.

Section 4. Easement Agreements. As contemplated by the Purchase Agreement, the Chairman of County Council and the County Administrator shall be and hereby are authorized to execute and deliver one or more easement agreements to be entered into by and between the County and the Company, for purposes of establishing ingress and egress rights, and parking rights, as between the County and the Company with respect to the Property and any adjoining or nearby parcel of real property owned by the County which may be impacted by, or the use of which may be beneficial to, the Project. Any such easement agreement(s) shall be in such form and contain such terms and provisions as may be deemed necessary or desirable by the Chairman of County Council and the County Administrator, with advice of the County Attorney.

Section 4. Prior and Future Acts. The County Council hereby ratifies all prior actions of the County Administrator and County Attorney with respect to the Project, consistent herewith, and authorizes the Chairman of the County Council, the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and the Incentive Agreements and acts authorized hereby, and induce the Company to undertake the Project.

Section 5. General Repeal: Amendment of Budget and Budget Ordinance. All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. The budget of the County, and Ordinance No. _____ of the County approving such

budget, are hereby amended to provide for appropriation of funds to be provided to the Company under the Grant Agreement.

Section 6. Severability. Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

Done and enacted by the County Council of Oconee County, South Carolina, this ____ day of _____, 2013.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Clerk to County Council,
Oconee County, South Carolina

First Reading: December 4, 2012 [in title only]
Second Reading: January 8, 2013
Public Hearing: January 22, 2013
Third Reading: January 22, 2013

Exhibit A

Form of Purchase Agreement

[see attached]

**AGREEMENT FOR THE PURCHASE
AND SALE OF REAL PROPERTY**

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY, made and entered into as of this ____ day of _____, 2013 (“Effective Date”), by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body corporate and politic existing under the laws of the State of South Carolina (“Seller”), and **OCONEE COURTHOUSE VENTURES, LLC**, a South Carolina limited liability company (“Purchaser”).

RECITALS

A. Seller is the owner and holder of fee simple title in and to that certain piece, parcel or lot of land (“Land”) located in the City of Walhalla, Oconee County, South Carolina, consisting of approximately 0.847 acres and being more fully shown and described as “+/- 0.847 Acres” on that certain survey of Stephen R. Edwards & Associates, Inc. entitled, “Survey for Oconee County,” dated December 4, 2012 and last revised _____, 20__ a copy of which is attached as Exhibit A hereto and by reference made a part hereof; and

B. Purchaser desires to purchase the Property (as described below) for the purpose of constructing and operating a mixed use commercial Facility (as defined below), substantially in accordance with Section 12 below, thereon.

C. Seller desires to sell and convey the Property to Purchaser subject to the terms and conditions of this Agreement.

AGREEMENT

1. SALE OF PROPERTY.

1.1. Property. For and in consideration of **TEN AND 00/100 DOLLARS (\$10.00)** (“Purchase Price”), receipt of which is hereby acknowledged, and the mutual covenants and agreements contained herein, Seller agrees to sell and convey all of Seller’s right, title and interest in and to the property described below (“Property”) to Purchaser, and Purchaser agrees to purchase the same from Seller, pursuant to the terms and conditions set forth herein.

1.2. Description of Property. Except as otherwise explicitly stated herein, the Property shall consist of:

- (a) The Land;
- (b) All rights, privileges and easements appurtenant to the Land, including all rights, rights-of-way, roadways, roadbeds, and reversions (“Appurtenant Rights”);
- (c) All improvements on or within the Land (“Improvements”).

2. SELLER’S REPRESENTATIONS, WARRANTIES AND COVENANTS. In order to induce Purchaser to enter into this Agreement and to purchase the Property, in addition to warranties, representations, covenants, and undertakings contained elsewhere in this Agreement,

Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser:

2.1. Title to Property. Seller is the sole owner of good, marketable and insurable fee simple title to the Property.

2.2. Authority of Seller. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions hereof, and this Agreement, is a valid and binding obligation of Seller as of the date first set forth above. As of the Closing, all necessary action shall have been taken by Seller authorizing the execution and delivery of all documents and instruments to be executed and delivered by Seller at Closing. This Agreement, when executed and delivered by Seller, will be a valid and binding obligation of Seller in accordance with its terms.

2.3. Taxes. The Property is not subject to special taxes or assessments for roadway, sewer, or water improvements or other public improvements and the Property is free and clear of any tax liens except for ad valorem tax liens that are not yet due and payable.

2.4. Options and Contracts. No options or other contracts have been granted or entered into which are still outstanding and which give any other party a right to purchase any interest in the Property or any part thereof.

2.5. Condemnation Proceedings. There are no condemnation or eminent domain proceedings pending against the Property or any part thereof and the Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Property or any part thereof.

2.6. Mechanic's Liens. No payments for work, materials, or improvements furnished to the Property will be due or owing at Closing and no mechanics lien, materialmans lien, or other similar lien shall be of record against the Property as of Closing.

2.7. Pending Litigation. There is no claim, litigation, or other proceeding, the probable outcome of which will have a material adverse effect on the value of the Property or its intended use, pending or threatened before any court, commission, or other body or authority, and, further, Seller has not received written notification of any asserted failure of Seller or the Property to comply with applicable laws (whether statutory or not) or any rule, regulation, order, ordinance, judgment or decree of any federal, municipal or other governmental authority.

2.8. No Defaults. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will:

(a) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Seller or any predecessor of Seller is a party;

(b) Violate any restriction to which Seller is subject;

(c) Constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree or order;

(d) Result in the acceleration of any mortgage or note pertaining to the Property or the cancellation of any contract or lease pertaining to the Property; or

(e) Result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement, other than the Second Mortgage (as defined below).

2.9. Events Prior to Closing. Seller will not cause or permit any action to be taken which would cause any of Seller's representations or warranties to be untrue as of the Closing. Seller agrees immediately to notify Purchaser in writing of any event or condition which occurs prior to Closing hereunder, which causes a change in the facts related to, or the truth of, any of Seller's representations.

2.10. Further Acts of Seller. On or before the Closing, Seller will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may reasonably be required by Purchaser or Purchaser's title insurance company to vest in and assure to Purchaser full rights in or to the Property. Notwithstanding the foregoing, Seller shall not be required to execute any document, including any title insurance affidavit, containing any provision purporting to bind Seller to indemnify, or otherwise pay the costs, expenses or damages of, any other person or entity for any reason, except to the extent appropriation has been made therefor by the County Council of Seller in the fiscal year of Seller in which such costs, expenses or damages are to be paid.

2.11. Maintenance of Property. Between the date of this Agreement and Closing, Seller will continue to maintain the Property as it currently is maintained and exists; and Seller shall not make or enter into any lease or other agreement for the use, occupancy or possession of all or any part of the Property without Purchaser's prior written approval.

2.12. AS IS SALE. OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES HEREIN, SELLER MAKES NO REPRESENTATIONS, WARRANTIES, OR PROMISES REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR PROMISES AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION, LAYOUT, FOOTAGE, ZONING, UTILITIES, PRESENCE OF HAZARDOUS MATERIALS, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR ITS SALE TO PURCHASER. PURCHASER AGREES THAT NO SUCH REPRESENTATIONS, WARRANTIES OR PROMISES HAVE BEEN MADE AND AGREES TO TAKE THE PROPERTY "AS IS." PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AS ARE DESIRED BY PURCHASER, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PROVISION SHALL SURVIVE CLOSING.

3. **CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.**

3.1. Purchaser's Review Period. Purchaser shall have a period (the "Review Period") commencing on the date hereof and expiring one hundred twenty (120) days thereafter to do the following, each of which shall be a condition precedent to Purchaser's obligations hereunder:

(a) To conduct, at Purchaser's cost, any and all inspections, engineering and feasibility studies, including, but not limited to environmental inspections and studies, which Purchaser deems necessary, in an effort to determine whether or not to proceed with the Closing of this transaction. Without limitation of the generality of the foregoing, it is agreed that Purchaser's inspection of the Property may include soil borings, surface water and groundwater testing and analysis, boundary, structural, topographical, and other surveys and any other studies and/or tests desirable for Purchaser to determine that the Property is suitable for its intended purpose. In this regard, Seller hereby agrees that Purchaser, and/or Purchaser's agents or employees, may have unlimited access to the Property during such Review Period to conduct such studies and inspections. Upon completion of such inspections, Purchaser shall restore the Property to substantially the same condition on the date hereof after all such tests and inspections are completed, and shall indemnify Seller for any damage to the Property or other damages, costs or liabilities incurred by Seller as a result of Purchaser's inspection of the Property.

(b) To obtain a commitment for owner's title insurance (issued by a title insurance company acceptable to Purchaser) on standard ALTA Owner's Policy Form (2006) (together with copies of all instruments and plats evidencing exceptions stated therein), by which commitment the title insurance company agrees to insure the fee simple title to the Property in Purchaser in an amount equal to the purchase price of the Property subject only to exceptions acceptable to Purchaser and Purchaser's lender, if applicable.

(c) To obtain a survey of the Property, such survey disclosing rights-of-way, easements, encroachments or other encumbrances upon the Property acceptable to Purchaser.

(d) To obtain such assurances or approvals from the appropriate governmental authorities as Purchaser deems necessary in relation to Purchaser's intended use of the Property or the environmental condition of the Property. In connection therewith, within Ten (10) days from the Date of this Agreement, Seller shall deliver or make available to Purchaser true and correct copies of all contracts, leases, documents, agreements or other information which affect the use, condition (including environmental condition), operation or ownership of the Property. Seller agrees to use its best efforts to cooperate with Purchaser so that Seller shall deliver to Purchaser any item in the possession or control of Seller which Purchaser would like to receive and inspect.

3.2. Extension of Review Period. Purchaser's Review Period shall be extended for up to two (2) consecutive periods of ninety (90) days, each, upon the written request of Purchaser delivered to Seller, along with a detailed report of all due diligence performed and all additional due diligence Purchaser anticipates to be necessary, prior to the expiration of the Review Period or the first extension thereof, as applicable.

3.3. Termination of Agreement. Prior to the expiration of the Review Period, Purchaser shall have the right to terminate this Agreement in its sole discretion based on Purchaser's findings during the Review Period, in which event this Agreement shall be void, and neither party shall have any further obligation hereunder.

3.4. Status of Title. At Closing (as defined below) Seller shall deliver the Closing Documents (as such term is defined below) to Purchaser as provided by Section 7.2 below, and shall be capable of conveying, and the Closing Documents will purport to convey, good and marketable fee simple title to the Property to Purchaser subject only to encumbrances and title exceptions acceptable to Purchaser. Seller shall not create, cause or permit any encumbrance, impairment or transfer of title to the Property, other than as specifically provided herein; provided, however, that Seller shall have no obligation to cure, have the Property released from or terminate any encumbrance on, impairment of, or lien against the Property caused by Purchaser or related to Purchaser's activity on or use of the Property.

4. **ADDITIONAL CONDITIONS PRECEDENT.**

4.1. Access and Parking Easements. The parties hereto acknowledge that certain easements over and across property owned by Seller which abuts or is located near the Property for ingress to and egress from the Property, and for parking for the Property, may be necessary for the intended use of the Property by Purchaser, its tenants, employees, contractors and invitees; and the Parties further acknowledge that easements over and across the Property for ingress to and egress from certain property of Seller may be necessary for the continued use and benefit of such property of Seller following the conveyance of the Property to Purchaser contemplated under this Agreement. The parties hereto agree to negotiate such easement rights in good faith. It shall be a condition precedent to Purchaser's obligation hereunder to purchase the Property that satisfactory ingress to and egress from the Property, and sufficient parking for the Property, all as determined by Purchaser in its commercially reasonable discretion, shall be available to the Property upon Closing, whether through easements granted by Seller at Closing or otherwise. It shall be a condition precedent to Seller's obligation hereunder to sell the Property that satisfactory ingress to and egress from the any property owned by Seller adjoining the Property, as determined by Seller in its commercially reasonable discretion, shall be available to the Property upon Closing, whether through easements over and across the Property granted by Purchaser at Closing or otherwise. Any grant of easement or easement agreement shall be in such form and substance as may be mutually agreeable to the parties, and shall be substantially in a form approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance.

4.2. Other Agreements. This Agreement is entered into in connection with: (i) that certain Grant Agreement entered into, or to be entered into, by and between Seller and Purchaser (the "Grant Agreement"); (ii) that certain Special Source Revenue Credit Agreement (the "SSRC Agreement") entered into, or to be entered into, by and between Seller and Purchaser; and (iii) a Mortgage, Security Agreement and Fixture Filing (the "Second Mortgage") to be granted by Purchaser in favor of Seller, creating a second priority lien against the Property and securing Purchaser's obligations under the Grant Agreement. It shall be a condition precedent to Purchaser's obligation to purchase the Property hereunder that the Grant Agreement and SSRC Agreement be executed and delivered by Seller to Purchaser at or prior to Closing in such form and substance as may be mutually agreeable to Seller and Purchaser. It shall be a condition precedent to Seller's obligation hereunder to convey the Property to Purchaser that the Grant Agreement, SSRC

Agreement and Second Mortgage be executed and delivered by Purchaser to Seller at or prior to Closing in such form and substance as may be mutually agreeable to Seller and Purchaser.

5. **CLOSING.** The purchase and sale contemplated hereunder shall be consummated at the closing (referred to herein as the "Closing") which shall take place no later than _____, 2013. The Closing shall take place at the offices of Seller's counsel set forth below, or at such other place as may be mutually agreeable to the parties hereto.

Offices of Seller's Counsel:

McNair Law Firm, P.A.
104 S. Main Street, Suite 700
Greenville, SC 29601

6. **PRO-RATED ITEMS AND ADJUSTMENTS.** Purchaser shall pay for the title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy, if any, and for the cost of any survey (other than the Survey attached as Exhibit A hereto, which shall be paid for by Seller) of the Property prepared at Purchaser's request. Seller shall pay for the preparation of the deed, all deed recording fees (formerly known as documentary tax stamps), and intangible taxes assessed with respect to the deed conveying title to the Property to Purchaser and any withholding taxes required by the South Carolina Department of Revenue. Purchaser and Seller shall each pay their own legal fees related to the transaction contemplated hereby. All rents, if any, shall be prorated as of the date of Closing. All other costs of Closing shall be paid by Seller or Purchaser in accordance with local real estate customs. All real estate taxes for the Property, to the extent such taxes will be due and owing with respect to the Property for the property tax year in which the Closing occurs, shall be prorated in accordance with local real estate customs and the terms of this Agreement. The adjustments and proration required under this Agreement shall be computed as of the date of Closing and the cash portion of the purchase price paid to Seller hereunder shall be adjusted to reflect such proration. In the event accurate proration or other adjustments cannot be made at Closing because of the lack of necessary information, the parties shall prorate on the best available information, subject to prompt adjustment upon the receipt of the necessary information.

7. **SELLER'S DELIVERIES.** In addition to other conditions precedent set forth elsewhere in this Agreement, Seller shall deliver to Purchaser all of the following documents and items, the delivery and accuracy of which shall further condition Purchaser's obligations to consummate the purchase and sale herein contemplated:

7.1. Items Delivered Within Ten (10) Business Days. Seller shall deliver all of the following in Seller's possession or control to Purchaser within Ten (10) business days following the Date of this Agreement:

- (a) Results of any soil boring tests with respect to the Property.
- (b) All building plan drawings, surveys and topographical renderings of the Property.

(c) All environmental studies of the Property and any environmental permits or approvals with respect to the Property.

7.2. Items Delivered to Purchaser at Closing. Seller shall deliver the following items (collectively, the "Closing Documents") at Closing to Purchaser:

(a) An executed limited warranty deed, satisfactory in form and substance to Purchaser or Purchaser's title insurance company, conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement;

(b) An executed Owner's Affidavit, lien waiver, and or other agreements (not to include provisions requiring indemnification by Seller) and affidavits satisfactory for the purpose of removing the "standard" exceptions from Purchaser's Owner's Title Insurance Policy for the Property;

(c) The Grant Agreement and SSRC Agreement executed by Seller in such form and substance as may be mutually agreeable to Seller and Purchaser, and substantially in the respective forms approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance; and

(d) Such executed easement agreement(s), if any, as may be mutually agreeable to Seller and Purchaser for ingress, egress and parking on, over and across property owned by Seller for the benefit of the Property. Such easement agreement(s) shall be substantially in a form approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance.

8. PURCHASER'S DELIVERIES AT CLOSING. At Closing, Purchaser shall deliver to Seller the executed Grant Agreement, SSRC Agreement, Second Mortgage and any easement agreement agreed upon pursuant to the provisions of Section 4.1 above, all in form and substance mutually agreeable to Seller and Purchaser, and substantially in the forms approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance.

9. CONDEMNATION OR CASUALTY LOSS. In the event of condemnation or receipt of notice of condemnation or taking of any part of the Property by governmental authority prior to the Closing, or any material casualty loss to the Property prior to Closing, Purchaser, at its option, shall have the right to terminate this Agreement. After Closing, all risk of loss due to condemnation or casualty shall lie with Purchaser.

10. COMMISSIONS.

10.1. Real Estate Commission. Seller and Purchaser represent and warrant to each other that no brokerage fees or real estate commissions are or shall be due or owing in connection with this transaction or in any way with respect to the Property.

11. DEFAULT.

11.1. Seller's Defaults. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, Purchaser at Purchaser's option shall: (i) be entitled to thereafter exercise any and all rights and remedies available to Purchaser at law and in equity, including without limitation the right of specific performance; or (ii) be entitled, upon giving written notice to Seller, as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

11.2. Purchaser's Defaults. In the event Purchaser breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, Seller at Seller's option shall: (i) be entitled to thereafter exercise any and all rights and remedies available to Seller at law and in equity, including without limitation the right of specific performance; or (ii) be entitled, upon giving written notice to Purchaser, as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

12. REHABILITATION AND DEVELOPMENT OF PROPERTY. Purchaser acknowledges and agrees that this Agreement is being entered into with the expectation that Purchaser develop on the Property, through rehabilitation of existing structures and new construction, hotel, office, restaurant and retail space substantially in accordance with the plans, specifications, projections and/or renderings attached as Exhibit B hereto (the "Facility"). Purchaser hereby covenants and agrees that it will complete rehabilitation and construction of the Facility on or before the date which is two (2) years following the Closing, and acknowledges that its agreement to rehabilitate and construct the Facility on the Property by such date is a material term of this Agreement and a material inducement to Seller's agreement to convey the Property to Purchaser under this Agreement.

13. MISCELLANEOUS

13.1. Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.

13.2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.

13.3. Survival. Except as otherwise expressly provided herein, it is the express intention and agreement of the parties to this Agreement that all covenants, agreements, statements, representations and warranties made by Purchaser and Seller in this Agreement (which shall be deemed to include the matters and information disclosed in any of the Exhibits attached hereto or in any document or instrument delivered by Seller pursuant to the provisions of this Agreement or at

or in connection with the Closing), including without limitation, the specific agreement for the Purchaser to build and commence operation of the Substation, shall survive the Closing.

13.4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of South Carolina.

13.5. Headings. The headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of this Agreement.

13.6. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

13.7. Time of Essence. Both parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.

13.8. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which, together, shall comprise but one (1) and the same agreement.

13.9. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered or Certified Mail, return receipt requested, postage prepaid, as follows:

(a) If to Purchaser:

Oconee Courthouse Ventures, LLC
Attn.: _____

With a Copy to:

(b) If to Seller:

Oconee County, South Carolina
Attn.: Oconee County Administrator
415 South Pine Street
Walhalla, South Carolina 29691

With a copy to:

McNair Law Firm, P.A.
Attn.: Thomas L. Martin, Esq.
132 East Benson Street, Suite 200
Anderson, SC 29624

Any such notice, request, consent or other communications shall be deemed received at such time as it is personally delivered or on the fifth business day after it is so mailed, as the case may be.

13.10. Assignment. Neither this Agreement nor any rights or obligations created or existing under this Agreement may be assigned by Purchaser without the prior written consent of Seller.

13.11. Invalid Provisions. In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

[execution page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESSES:

SELLER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: _____

PURCHASER:

OCONEE COURTHOUSE VENTURES, LLC

By: _____
Its: _____

Exhibit A
Survey of Property

[see attached]

Exhibit B
Development Plans

[see attached]

Exhibit B

Form of Park Agreement

[see attached]

3. **Location of the Park.**

(A) The Park consists of property located in Oconee County, as is hereinafter more specifically described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of both of the Counties.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A which shall contain a description of the properties located in the Park, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and _____ County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by _____ County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by the Oconee County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Oconee County at least once and not less than fifteen (15) days prior to such hearing.

4. **Fee-in-Lieu of Taxes.** Property located in the Park shall be exempt from *ad valorem* taxation during the term of this Agreement. The owners or lessees of any property situated in the Park shall pay in accordance with and during the term of this Agreement an amount equivalent to the *ad valorem* property taxes or other in-lieu of payments that would have been due and payable but for the location of such property within the Park. Where, in this Agreement, reference is made to payment of *ad valorem* property taxes or other in-lieu of payments, such reference shall be construed, in accordance with this Section 4, to mean the *ad valorem* property taxes or other in-lieu of payments that would otherwise have been due to be paid to Oconee County, after deduction of all applicable allowances, credits, deductions, and exemptions authorized or required by state law.

5. **Allocation of Park Expenses.** The Counties shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park in the following proportions:

- | | | |
|----|---------------|------|
| A. | Oconee County | 100% |
| B. | _____ County | 0% |

6. **Allocation of Park Revenues.** The Counties shall receive an allocation of all revenue generated by the Park through payment of fees-in-lieu of *ad valorem* property taxes or from any other source in the following proportions:

- | | | |
|----|---------------|-----|
| A. | Oconee County | 99% |
| B. | _____ County | 1% |

Any payment by Oconee County to _____ County of its allocable share of the fees-in-lieu of taxes from the Park shall be made not later than fifteen (15) days from the end of the calendar quarter in which Oconee County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of a Park is made under protest or is otherwise in dispute, Oconee County shall not be obligated to pay to _____ County more than _____ County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. **Revenue Allocation Within Each County.** Revenues generated by the Park through the payment of fees-in-lieu of *ad valorem* property taxes shall be distributed to the Counties according to the proportions established by Paragraph 6. Such revenues shall be distributed within Oconee County and _____ County in the manner directed by the respective ordinances enacted by such counties relating to the Park or such distribution from time to time, including, but not limited to, the allocation of the revenues such counties receive and retain from the Park for the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such revenues. Such revenues allocated to Oconee County shall be subject to distribution as set forth in General Bond Ordinance No. 2010-05 enacted by Oconee County Council on May 4, 2010, Ordinance No. _____ enacted by Oconee County Council on _____, 2013, and such other ordinances as may be enacted by Oconee County Council from time to time.

8. **Fees-in-Lieu of Taxes Pursuant to Code of Laws of South Carolina.** It is hereby agreed that the entry by Oconee County into any one or more negotiated fee-in-lieu of tax agreements pursuant to Titles 4 or 12, South Carolina Code, 1976, as amended, or any successor or comparable statutes, with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Oconee County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the political subdivisions and overlapping tax districts which levy taxes in the park property described in Exhibit A, and for the purpose of computing the index of taxpaying ability of any applicable school districts located in Oconee County pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Oconee County shall be identical to the percentage established for the allocation of revenue to Oconee County pursuant to Paragraphs 6 and 7 respectively and any ordinance enacted by Dillon County which provides for the allocation or distribution of such revenue, subject, however, to the provisions of Section 4-29-68(E) of the Code of Laws of South Carolina, 1976, or any successor legislation.

10. **Records.** The Counties covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the County Treasurer's collection records for the taxes so imposed, all as such records become available in the normal course of County procedures. It is further agreed that none of the parties shall request such records from any other party more frequently than once annually, absent compelling justification to the contrary.

11. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW**

WITNESS our hands and seals this _____ day of _____, 2013.

DILLON COUNTY, SOUTH CAROLINA

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

By: _____
Administrator
Oconee County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Oconee County, South Carolina

WITNESS our hands and seals this _____ day of _____, 2012.

_____ COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council
_____ County, South Carolina

By: _____
Administrator
_____ County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
_____ County, South Carolina

Exhibit A

Park Property

The Park is comprised of the following parcels of property located in Oconee County:

All property in Oconee County, South Carolina located on the real property which, as of the date of this Agreement, bears the following Oconee County tax map number:

1. _____

Exhibit C

Form of Credit Agreement

[see attached]

SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of _____ (this "Agreement"), between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and OCONEE COURTHOUSE VENTURES, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, and authorized to transact in the State of South Carolina (the "Corporation").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council"), is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide a credit against or payment derived from the revenues received and retained by the County from a payment in lieu of taxes pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, for the purpose of paying the cost of designing, acquiring, constructing, improving, or expanding, among other things: (a) the infrastructure serving the issuer or the project, and (b) for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, which property is determined by the County to enhance the economic development of the County; and

WHEREAS, the Corporation has determined that it intends to acquire, renovate, construct and equip certain real property, buildings, improvements, apparatus, machinery, equipment, furnishings, fixtures and materials for the operation of a hotel, office, restaurant and retail facility (the "Project") within the County; and

WHEREAS, pursuant to ordinances enacted or to be enacted by the County and _____ County (the "Partner County"), the County and the Partner County have established a joint-county industrial and business park (the "Park") by entering into an Agreement for the Development of a Joint County Industrial and Business Park (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and § 4-1-170 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, the property on which the Project is to be located is included within the boundaries of the Park; and

WHEREAS, in connection with the Park Agreement, the Corporation or other owners of the Project property located within the Park are obligated to make or cause to be made payments in lieu of taxes to the County (the "Park Fees") in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of the Project property within the Park; and

WHEREAS, the County has agreed to provide special source credits to the Corporation in order to reimburse the Corporation for a portion of the costs incurred by the Corporation to acquire and construct certain Infrastructure (as defined herein) in the manner and upon the terms provided herein; and

WHEREAS, the County Council of the County has duly authorized the execution and delivery of this Agreement by Ordinance No. _____, duly enacted by the County Council on _____, 2013 following a public hearing conducted on _____, 2013, in compliance with the terms of the Act (as defined herein).

NOW, THEREFORE, in consideration of the representations and agreements hereinafter contained, the County and the Corporation agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Act" shall mean, collectively, Title 4, Chapter 29, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

"Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Corporation" shall mean Oconee Courthouse Ventures, LLC, a South Carolina limited liability company, and its respective successors and assigns.

"Cost" or "Cost of the Infrastructure" means the cost of infrastructure as referred to in Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, including, but not limited to, the reasonable cost of designing, acquiring, constructing, improving or expanding the Infrastructure, whether incurred prior to or after the date of this Agreement and including, without limitation, (a) design, engineering and legal fees associated with the Infrastructure; (b) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (c) the reasonable cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the reasonable expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (e) all other reasonable

costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure, including but not limited to legal expenses incurred in connection with this Agreement and the transactions related thereto.

"County" shall mean Oconee County, South Carolina.

"Event of Default" shall mean any of the occurrences described in Section 5.01 hereof.

"Infrastructure" shall have the meaning assigned by Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, and shall include, without limitation, (a) infrastructure serving the County or the Project, and (b) improved or unimproved real estate and personal property including machinery and equipment used in the operation of the Project, to the maximum extent permitted by the Act, as amended by Act 290 of the 2009-2010 Session of the South Carolina General Assembly.

"Ordinance" shall mean the ordinance enacted by the County Council on _____, 2013 authorizing the execution and delivery of this Agreement.

"Minimum Investment" shall have the meaning set forth for such term in Section 2.04 hereof.

"Park" shall mean the Joint-County Industrial and Business Park established pursuant to the Park Agreement.

"Park Agreement" shall mean the Agreement for the Development of a Joint County Industrial and Business Park, dated _____, 2013, between the County and the Partner County, as such agreement may be amended or supplemented from time to time.

"Park Fees" shall mean, in any tax year, payments in lieu of taxes received and retained by the County, in accordance with the terms of the Park Agreement.

"Partner County" shall mean _____ County, South Carolina.

"Project" shall mean the land, buildings, machinery, equipment, furnishings, structures, fixtures, appurtenances and other materials acquired, renovated or constructed by the Corporation for the purpose of operating a hotel, office, restaurant and retail facility in the County.

"Special Source Credit" shall mean the special source credit set forth in Section 3.02 hereof against the Corporation's Park Fees as authorized by the Act to reimburse the Corporation for a portion of the Cost of the Infrastructure.

"Threshold Date" shall have the meaning given such term in Section 2.04 hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate, and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement, and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Corporation for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County. Pursuant to the Ordinance, the County Council has determined that the Infrastructure will enhance the economic development of the County.

(c) To the best of its knowledge, the County is not in violation of the provisions of the laws of the State of South Carolina, where any such violation would affect the validity or enforceability of this Agreement.

(d) To the best of its knowledge, the authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) To the best of its knowledge, the execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the South Carolina Constitution or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound; there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, known to the County which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County is there any basis therefor.

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

(a) The Corporation is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of South Carolina, is authorized to do business in the State of South Carolina, and has power to enter into this Agreement, and by proper corporate action has duly authorized the execution and delivery of this Agreement.

(b) This Agreement has been duly executed and delivered by the Corporation and constitutes the legal, valid, and binding obligation of the Corporation, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Corporation is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation, other than as may be created or permitted by this Agreement.

(d) The reimbursement to the Corporation of a portion of the Cost of the Infrastructure by the County has been instrumental in inducing the Corporation to undertake the Project in the County.

SECTION 2.03. Covenants of County.

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Corporation execute and deliver such further instruments and take such further actions as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of the South Carolina.

SECTION 2.04. Covenants of the Corporation. The Corporation will invest not less than \$5,000,000 in the Project (the "Minimum Investment") in connection with the Project on or prior to the date which is five (5) years after the last day of the property tax year in which any Infrastructure which comprises a portion of the Project is first placed in service (the "Threshold Date"). Investment by the Corporation in property which is exempt from *ad valorem* taxation and payments in lieu of taxes in the State of South Carolina shall not be included in calculating whether the Corporation has met the Minimum Investment. Additionally, to the extent that any of the Project property is comprised of property which has previously been subject to depreciation (prior to its location or relocation in the State of South Carolina) for purposes of calculating *ad valorem* taxes and payments in lieu of taxes applicable thereto, the depreciated value of such Project property at the time of its location or relocation in the State of South Carolina, rather than the original cost of such Project property, shall be included in calculating whether the Corporation has met the Minimum Investment.

ARTICLE III

SPECIAL SOURCE CREDITS

SECTION 3.01. Payment of Cost of the Infrastructure. The Corporation agrees to initially pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Corporation agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Corporation on Cost of the Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Credit received by the Corporation. Prior to the first year's Infrastructure Reimbursement Payment to be paid to the Corporation, the Corporation shall certify the cumulative total amount of Cost of the Infrastructure as of no later than December 31 of the prior year or, if the Corporation has elected a fiscal year ending on a date other than December 31, then as of no later than the last day of the Corporation's immediately preceding fiscal year. The form of such certification is attached hereto as Exhibit A. The Corporation shall re-certify the cumulative amount of Cost of the Infrastructure incurred by the Corporation if, in any year in which an Special Source Credit is to be received by the Corporation, the cumulative amount of Special Source Credits received by the Corporation will exceed the cumulative Cost of the Infrastructure as previously certified. If requested by the County, the Corporation shall provide the County with receipts or other documentation substantiating the Costs of the Infrastructure, the form of such documentation to be in such form reasonably acceptable to the County.

Additionally, during the period in which Infrastructure Reimbursement Payments are to be made to the Corporation under this Agreement, the Corporation shall annually certify as of December 31 (or, if the Corporation has elected a fiscal year ending on a date other than December 31, then as of the last day of the Corporation's fiscal year) the amount of investment in the Project (based on an income tax basis without regard to depreciation). If requested by the County, the Corporation shall provide the County with documentation substantiating the maintenance of capital investment in connection with the Project, the form of such documentation to be in such form reasonably acceptable to the County. To the extent that any of the investment in the Project referred to herein is comprised of property which has previously

been subject to depreciation (prior to its location or relocation in the State of South Carolina) for purposes of calculating *ad valorem* taxes and payments in lieu of taxes applicable thereto, the depreciated value of such Project property at the time of its location or relocation in the State of South Carolina, rather than the original cost of such Project property, shall be the amount certified by the Corporation to the County.

SECTION 3.02. Special Source Credits.

(a) Provided that as of any date during the term of this Agreement the cumulative dollar amount expended by the Corporation on Cost of the Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Credits received by the Corporation, and further provided the Corporation has met its obligations under and is in compliance with the provisions of this Agreement, and subject to the maintenance requirements below, the County shall provide five (5) consecutive annual Special Source Credits to the Corporation derived from the Park Fees which shall be in an amount as necessary to reduce the Corporation's personal property tax liability in connection with the Project for such year to \$2,000. The first Special Source Credit shall be calculated as described above based on Park Fees for the property tax bill (or fee-in-lieu of tax bill) for the year immediately following the year in which personal property which comprises part of the Project is first placed in service. For purposes of illustration only, and without limitation of the foregoing or anything else contained herein, if personal property which comprises part of the Project is first placed in service in 2013, the first Special Source Credit shall be applied against the 2014 property tax bill (or fee-in-lieu of tax bill) paid by the Corporation on behalf of the Project.

If the Corporation fails to make the Minimum Investment by the Threshold Date, the Corporation shall lose the benefit of the Special Source Credits provided for in this Agreement retroactively and prospectively, with re-payment and interest at the statutory rate for non-payment of *ad valorem* taxes due to the County on any previous Special Source Credits received by the Corporation pursuant to this Agreement. Any amounts due to the County by virtue of the retroactive application of this Subsection (a) shall be paid within 90 days following written notice thereof from the County to the Corporation.

In the event that the Corporation meets the Minimum Investment prior to the Threshold Date, but the Corporation's investment in the Project based on an income tax basis without regard to depreciation falls below the Minimum Investment prior to the final Special Source Credit to be received by the Corporation, then the Corporation shall not be entitled to receive the Special Source Credit for the year in which the Minimum Investment is not maintained. To the extent that any of the investment in Project property is comprised of property which has previously been subject to depreciation (prior to its location or relocation in the State of South Carolina) for purposes of calculating *ad valorem* taxes and payments in lieu of taxes applicable thereto, the depreciated value of such Project property at the time of its location or relocation in the State of South Carolina, rather than the original cost of such Project property, shall be included in calculating whether the Corporation has maintained the Minimum Investment.

(b) THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY

THE COUNTY SOLELY FROM THE PARK FEES RECEIVED AND RETAINED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE REIMBURSEMENT PAYMENTS.

(c) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the annual Park Fees with respect to the Project received and retained by the County, if any. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Park Fees received and retained by the County.

SECTION 3.03. Personal Property. To the extent necessary to offset Special Source Credits, Infrastructure shall first be deemed to include real property, notwithstanding any presumptions otherwise provided by law. To the extent that Special Source Credits are utilized to reimburse the Corporation for its investment in personal property, including machinery and equipment, removal of such personal property shall be subject to the provisions of Section 4-29-68(A)(2)(ii) of the Code of Laws of South Carolina 1976, as amended, and any successor legislation.

ARTICLE IV

CONDITIONS AND COVENANTS

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Corporation:

(i) A copy of the Ordinance, duly certified by the Clerk to County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(ii) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Corporation may reasonably request.

SECTION 4.02. Assignment. The Corporation may not assign its rights in and to this Agreement without the prior written consent or subsequent ratification of the County.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default.

(a) If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of thirty (30) days after written notice by the Corporation specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an "Event of Default").

(b) If the Corporation or its successors and assigns shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the Corporation to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County specifying the failure and requesting that it be remedied is given to the Corporation or its successors and assigns by first-class mail, the Corporation or its successors and assigns shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Legal Proceedings. Upon the happening and continuance of any Event of Default, then and in every such case the non-defaulting party in its discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) by action or suit in equity require the defaulting party to account as if it were the trustee of an express trust for the non-defaulting party;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the non-defaulting party's rights; or

(e) terminate this Agreement.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Corporation or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the Corporation or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to the Corporation or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.02. Provisions of Agreement for Sole Benefit of County and Corporation. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any party other than the County and the Corporation any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Corporation.

SECTION 6.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.04. No Liability of Personnel of County or Corporation. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Corporation or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally for the Special Source Credits or under this Agreement or be subject to any personal liability or accountability by reason thereof.

SECTION 6.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise

required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Oconee County, South Carolina
415 S. Pine Street
Walhalla, South Carolina 29691
Attention: County Administrator

(b) if to the Corporation:

The County and the Corporation may, by notice given under this Section 6.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

[execution page follows]

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the County Administrator and its corporate seal to be hereunto affixed and attested by the Clerk to County Council, as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Administrator
Oconee County, South Carolina

ATTEST:

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

IN WITNESS WHEREOF, _____ has caused this Agreement to be executed by its _____, all as of the day and year first above written.

By: _____
[INSERT]
Its: [INSERT]

Exhibit A

FORM OF CERTIFICATE AS TO
CUMULATIVE INVESTMENT IN COST OF THE INFRASTRUCTURE

STATE OF SOUTH CAROLINA)
)
OCONEE COUNTY) CERTIFICATE AS TO CUMULATIVE
) INVESTMENT IN COST OF THE
) INFRASTRUCTURE

I, _____, the _____ of _____ (the "Corporation"), do hereby certify that as of _____, _____, the Corporation has invested at least \$ _____ in Infrastructure in connection with the Project, as such terms are defined in the Special Source Credit Agreement between Oconee County, South Carolina and the Corporation dated as of _____, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand, this Certificate to be dated as of the ____ day of _____, ____.

By: _____
Its: _____

Exhibit D

Form of Project Grant Agreement

[see attached]

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

PROJECT GRANT AGREEMENT

THIS PROJECT GRANT AGREEMENT (the "Agreement") is made and entered into this __ day of _____, 2013 by and between OCONEE COUNTY, SOUTH CAROLINA (the "County") and the OCONEE COURTHOUSE VENTURES, LLC (the "Company").

WITNESSETH:

WHEREAS, there is located at the intersection of Main Street and South Church Street in the County and in the City of Walhalla, South Carolina, certain property with improvements thereon, fee simple title to which is currently held by the County (the "Property"), said Property having formerly served as the County Courthouse and having County TMS#: 500-15-13-001; and

WHEREAS, the Property is one of historic value and significance to the County, and of such prominence as to have a significant impact on the surrounding community. The structure located on the Property is falling into a state of disrepair and is in need of rehabilitation to protect against future damage from the elements, and the Company is willing to proceed with such rehabilitation of the Property pending the negotiation and execution of the Agreements, subject to certain conditions; and

WHEREAS, the Company is considering acquiring the Property and developing thereon, through rehabilitation of existing structures and new construction, hotel, office, restaurant and retail space (the "Project"), which will result in the investment of not less than \$5,000,000; and

WHEREAS, as an inducement for the Project, the County wishes to provide certain grant funding to the Company to be used to defray a portion of the cost of the Project as provided herein, and the Company wishes to accept such funding;

NOW, THERFORE, for valuable consideration and the mutual promises hereinafter set forth between the parties hereto, the legal sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. Grant. The County agrees to provide a grant (the "Grant") in the approximate amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) to be used to defray a portion of the cost of the Project. The Company agrees to expend Grant Funds exclusively on costs of the Project.
2. Repayment of Grant. Any Grant funds not used for activities authorized herein will be returned to the County upon completion of the Project. In addition, in the event the Project has not been completed substantially in accordance with the

plans and specifications set forth on Exhibit A hereto on or before the date which is two (2) years after the date of this Agreement, the full amount of the Grant shall be repaid to the County within thirty (30) days. In the event that the Project is completed substantially in accordance with the plans and specifications set forth on Exhibit A, the Company shall repay to the County the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) on the earlier of (a) the date on which the Property or the Project are sold or otherwise conveyed by the Company to a third party without the prior written approval of such sale or transfer by the County; (b) the date which is fifteen (15) days following the date on which written notice of an event of default under any mortgage or security agreement securing the Company's obligations hereunder is provided to the Company, the date on which such notice is deemed to have been provided to be controlled by the terms of such mortgage or security agreement; or (c) the date which is five (5) years after the date of this Agreement.

3. Expenditure of Grant Funds. The Company shall provide to the County a detailed accounting of the expenditure of Grant funds at any time upon the request of the County Administrator or other County staff.
4. Assignment. Neither this Agreement nor any of the rights or obligations created hereunder may be assigned by either party hereto without the prior written consent of the other party.
5. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered or Certified Mail, return receipt requested, postage prepaid, as follows:

If to Purchaser:

Oconee Courthouse Ventures, LLC
Attn.: _____

With a Copy to:

If to Seller:

Oconee County, South Carolina
Attn.: Oconee County Administrator
415 South Pine Street
Walhalla, South Carolina 29691

With a copy to:

McNair Law Firm, P.A.
Attn.: Thomas L. Martin, Esq.
132 East Benson Street, Suite 200
Anderson, SC 29624

Any such notice, request, consent or other communications shall be deemed received at such time as it is personally delivered or on the fifth business day after it is so mailed, as the case may be.

6. Invalid Provisions. In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.
7. Time of Essence. Both parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.
8. Governing Law. This Agreement shall be governed by and construed under the laws of the State of South Carolina.
9. Headings. The headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of this Agreement.
10. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.
11. Binding Effect. Without limitation of the provisions of this Agreement limiting assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.
12. Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.

13. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which, together, shall comprise but one (1) and the same agreement.

[execution page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESSES:

SELLER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: _____

PURCHASER:

OCONEE COURTHOUSE VENTURES, LLC

By: _____
Its: _____

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2012-35**

AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO

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 (the "Code") to adopt zoning regulations and districts; and,

WHEREAS, Oconee County Council has heretofore, finally codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

WHEREAS, subsequent to the adoption of Chapter 38 of the Oconee Code of Ordinances, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

WHEREAS, in accordance with the Act and Chapter 38, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm Chapter 38 of the Oconee County 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 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:
 - A. The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Traditional Rural

District (TRD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

095-00-01-014
095-00-01-043
095-00-01-058
095-00-01-068
095-00-01-070
095-00-01-044
095-00-01-073

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 and effect. Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
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 rest and 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 and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2013.

OCONEE COUNTY, SOUTH CAROLINA

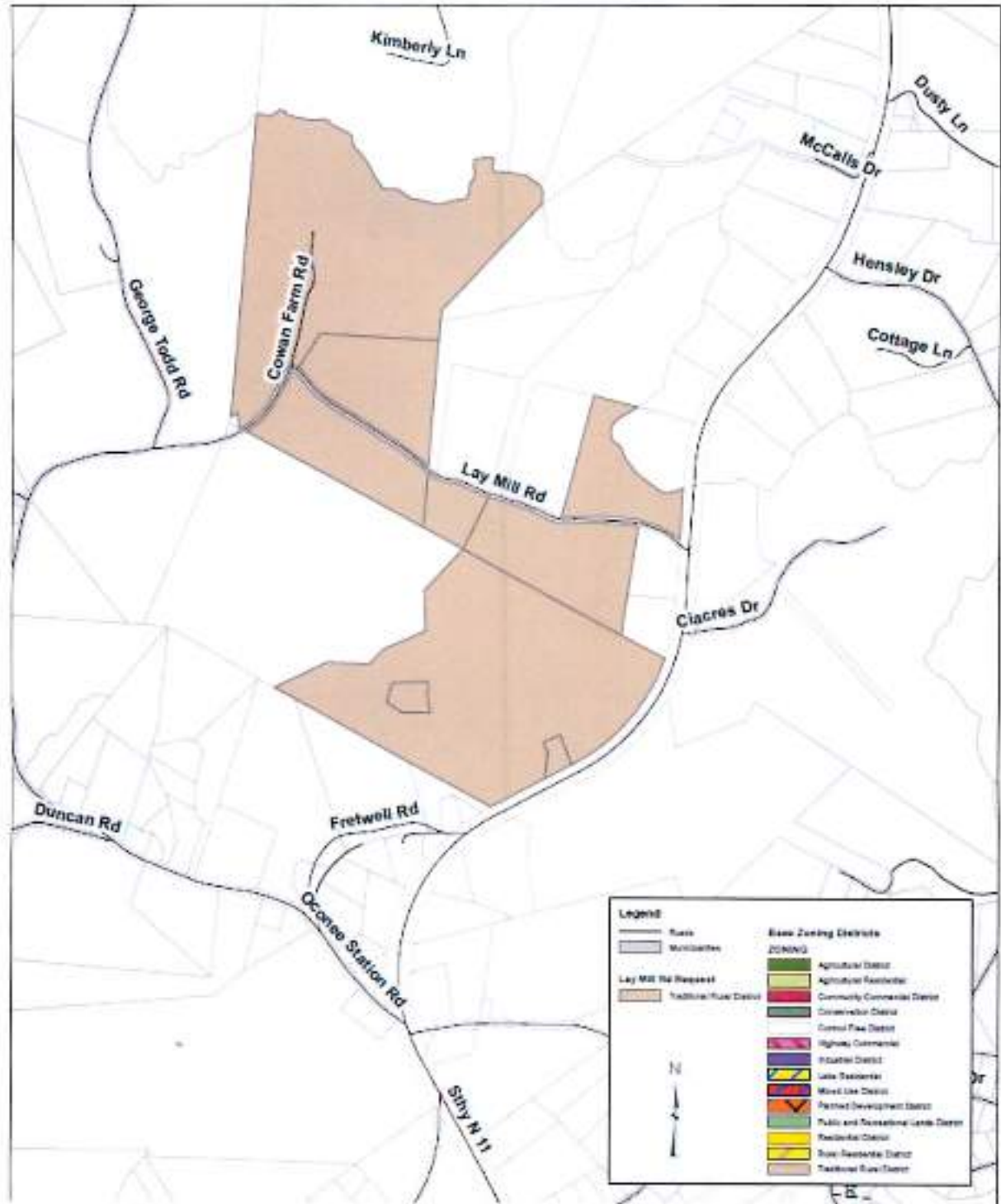
By: _____
Joel Thrift, Chairman, County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: December 18, 2012
Second Reading: January 22, 2012
Public Hearing:
Third Reading:

APPENDIX A
Parcels Rezoned by Ordinance 2012-35



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2012-36**

AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO

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 (the "Code") to adopt zoning regulations and districts; and,

WHEREAS, Oconee County Council has heretofore, finally codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

WHEREAS, subsequent to the adoption of Chapter 38 of the Oconee Code of Ordinances, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

WHEREAS, in accordance with the Act and Chapter 38, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm Chapter 38 of the Oconee County 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 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:
 - A. The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Lake Residential

District (LRD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

334-03-01-049	334-03-01-064	334-03-01-084	334-03-02-007
334-03-01-052	334-03-01-065	334-03-01-085	334-03-02-008
334-03-01-053	334-03-01-066	334-03-01-086	334-03-02-011
334-03-01-054	334-03-01-067	334-03-01-087	334-03-02-012
334-03-01-055	334-03-01-068	334-03-01-097	334-03-02-013
334-03-01-056	334-03-01-113	334-03-01-098	334-03-02-014
334-03-01-057	334-03-01-073	334-03-01-099	334-03-02-016
334-03-01-058	334-03-01-074	334-03-01-106	334-03-01-070
334-03-01-059	334-03-01-075	334-03-01-107	334-03-01-115
334-03-01-060	334-03-01-076	334-03-01-109	334-03-01-116
334-03-01-062	334-03-01-081	334-03-02-001	334-03-01-094
334-03-01-063	334-03-01-082	334-03-02-005	

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 and effect. Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
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 rest and 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 and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2013.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
 Joel Thrift, Chairman, County Council
 Oconee County, South Carolina

ATTEST:

By: _____
 Elizabeth G. Hulse, Clerk to County Council
 Oconee County, South Carolina

First Reading: December 18, 2012
 Second Reading: January 22, 2013
 Public Hearing:
 Third Reading:

APPENDIX A

Parcels Rezoned by Ordinance 2012-16



STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-04

AUTHORIZING THE ISSUANCE AND SALE BY OCONEE COUNTY, SOUTH CAROLINA, OF ITS NOT EXCEEDING \$2,500,000 GENERAL OBLIGATION BONDS, CONSISTING OF GENERAL OBLIGATION BONDS, SERIES 2013A AND GENERAL OBLIGATION BONDS, TAXABLE SERIES 2013B; FIXING THE FORM AND CERTAIN DETAILS OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL AND COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AMENDING ORDINANCE NO. 2012-29 AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2013

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

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

“**Beneficial Owner**” shall mean any purchaser who acquires beneficial ownership interest in an Initial Bond held by the Depository. In determining any Beneficial Owner the County the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the County, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any Bond held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“**Bondholders**” or the term “**Holders**” or any similar term shall mean the registered owner or owners of any outstanding Bond or Bonds.

“**Bonds**” shall mean the General Obligation Bonds, Series 2013, of Oconee County, South Carolina, or such other appropriate series designation, in the aggregate principal amount of not exceeding \$2,500,000 authorized to be issued pursuant to Section 3 hereof and consisting of the Series 2013A Bonds and the Series 2013B Bonds.

“**Book-Entry Form**” or “**Book-Entry System**” shall mean with respect to the Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Bonds may be transferred only through a book-entry and (ii) physical Bond certificates in fully-registered form are registered only in the name of the Depository or its nominees as Holder, with the physical Bond certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the Bonds, when subject to the Book-Entry System.

“**Books of Registry**” shall mean the registration books maintained by the Registrar in accordance with Section 9 hereof.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended.

“**Constitution**” shall mean the Constitution of the State of South Carolina, 1895, as amended.

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

“**County**” shall mean Oconee County, South Carolina.

“**County Bond Act**” shall mean Title 4, Chapter 15, of the South Carolina Code.

“Depository” shall mean any securities Depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the Bonds, and to effect transfers of the Bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Government Obligations” shall mean, to the extent permitted by Section 6-5-10 of the South Carolina Code or any other authorization relating to the investment of funds of the County, any of the following: (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; (7) obligations of the Federal National Mortgage Association; (8) (i) general obligations of the State or any of its political units; or (ii) revenue obligations of the State or its political units, if at the time of investment, the obligor has a long term, unenhanced, unsecured debt rating in one of the top two ratings categories, without regard to a refinement or gradation of rating category by numerical modifier or otherwise, issued by at least two nationally recognized credit rating agencies; or (9) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of the holder thereof.

“Initial Bonds” shall mean the Bonds initially issued in Book-Entry Form as provided in Section 6 hereof.

“Interest Payment Date” shall mean April 1 and October 1 of each year, or such other dates as determined by the Chairman of County Council, commencing on the date as determined by the Chairman of County Council.

“Letter of Representations” shall mean the Letter of Representations executed and delivered by the County to the Depository.

“Ordinance” shall mean this Ordinance.

“Participant” shall mean any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

“Paying Agent” shall mean a bank or trust company or the Oconee County Treasurer appointed pursuant to this Ordinance.

“Record Date” shall have the meaning set forth in Section 10 hereof.

“Registrar” shall mean a bank or trust company or the Oconee County Treasurer appointed pursuant to this Ordinance.

“Series 2013A Bonds” shall mean the General Obligation Bonds, Series 2013A, authorized pursuant to Section 3 hereof.

“Series 2013B Bonds” shall mean the General Obligation Bonds, Taxable Series 2013B, authorized to be issued pursuant to Section 3 hereof.

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

“State” shall mean the State of South Carolina.

SECTION 2. Findings and Determinations. The County Council hereby finds and determines:

(a) Pursuant to Section 4-9-10 of the South Carolina Code, the County operates under the Council-Administrator form of government, and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to the County Bond Act, the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the South Carolina Code provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County established by the last completed assessment (June 30, 2012) thereof is \$517,969,088. Eight percent of such sum is \$41,437,527. As of the date hereof, the outstanding general obligation debt of the County subject to the limitations imposed by Article X, Section 14(7)(a) of the Constitution is \$19,080,000, representing the outstanding principal balances of the following general obligation bonds of the County:

(i) \$5,300,000 original principal amount General Obligation Refunding Bonds, Series 2010, dated September 2, 2010, currently outstanding in the principal amount of \$3,245,000; and

(ii) \$17,000,000 original principal amount General Obligation Bonds, Series 2011, dated June 16, 2011, currently outstanding in the principal amount of \$15,835,000.

Thus, the County may incur not exceeding \$22,357,527 of general obligation debt within its applicable debt limitation.

(f) The proceeds derived from the sale of the Bonds shall be applied to: (i) defray all or a portion of the costs of design, acquisition, site-work, construction and installation, as applicable, of improvements and infrastructure related to the Echo Hills Commerce Park, including: approximately 300,000 square-foot pad; approximately 50,000 square-foot pad; roads, curbs, drainage and stormwater facilities; intersection improvements; internal utilities; and civil design and sitework relating to the foregoing (collectively, the "Project"); and (ii) the costs of issuance of the Bonds.

(g) Undertaking the Project will advance proper public purposes, and will benefit the County as a whole. The County's prior success in developing commercial and industrial sites within the County demonstrates that obtaining an inventory of commercial and industrial sites, and preparing those sites for capital investment by third parties, result in significant job creation and diversification of the tax base of the County. Since 2008, commercial and industrial prospects have committed to invest more than \$240,000,000 and create approximately 740 jobs in the County as a result of the County's economic development efforts. Further, since 2001, commercial and industrial prospects have committed to invest approximately \$21,000,000 and create approximately 275 jobs in the Oconee County Commerce Center which is located near the intersection of Highway 11 and Highway 123. As a result, the Oconee County Commerce Center is now fully occupied, and additional sites to recruit commercial and industrial investment are needed.

The County has developed a strategy for targeting private capital investment which includes: (1) the recruitment of heavy manufacturing operations to the Golden Comer Industrial Park due to its proximity to Interstate 85; (2) the recruitment of operations that need access to large quantities of raw materials to the Propex Site due to convenient railroad access to that site; and (3) the recruitment of back-office, light industrial and corporate facilities to the Echo Hills Commerce Park, due to its central location in the County. Prospective industries have approached the County regarding making significant capital investments and creating significant numbers of jobs in the Echo Hills Commerce Park. A study of commuting patterns in Anderson County, Pickens County and the County based on the 2010 census prepared by the City of Clemson's Planning and Codes Administration Department indicates that in all except one of the County's census tracts, less than 50% of County residents commute out of the County for employment, and in most of the County's census tracts (8 out of 15) less than 25% of County residents commute out of the County for employment. The study's results support the view that jobs created by commercial and industrial prospects in the County will be staffed, to a substantial degree, by County residents.

Accordingly, the County hereby further determines that:

(i) The ultimate goals and benefits to the public intended by the Project are multiple, including, but not limited to: the inducement of significant capital investment in the County by commercial and industrial businesses, the creation of a significant number of jobs in the County by those commercial and industrial businesses, and, thereby, the enrichment of the quality of life for the citizens of the County;

(ii) The public will be the primary beneficiary of the Project. The significant capital investment and job creation to be facilitated by the Project will enhance the tax base of the County and will promote the development of trade and use of resources in the County. The Project will directly and beneficially affect employment and the economy of the County;

(iii) The benefits represented by the Project are not speculative. As demonstrated by the County's prior success in developing the Oconee County Commerce Center, the undertaking of the Project will, to a great degree of certainty, result in significant capital investment and job creation in the County by commercial and industrial businesses; and

(iv) The public interest of the County will be served to a substantial degree by undertaking the Project because the significant capital investment and job creation to be facilitated by the Project will enhance the tax base of the County and will promote the development of trade and use of resources in the County.

(h) The Project is necessary and in the best interest of the County. The issuance of the Bonds authorized by this Ordinance for such purposes is necessary and such Bonds will be issued for a corporate purpose and a public purpose of the County.

(i) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$2,500,000 aggregate principal amount general obligation bonds of the County to provide funds for the purposes set forth in Section 2(f) above.

SECTION 3. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued, not exceeding \$2,500,000 aggregate principal amount of general obligation bonds of the County (the "Series 2013 Bonds") which shall consist of two series of bonds in the respective principal amount as determined by the Chairman of County Council and the County Administrator pursuant to Section 5 hereof and shall be issued to obtain funds for the purposes set forth in Section 2(f) above, including any engineering, architectural, accounting, financial and legal fees relating thereto and other incidental costs of issuing the Bonds.

The Series 2013 Bonds shall be issued in two separate series which shall be designated "\$_____ (principal amount issued) General Obligation Bonds, Series 2013A, of Oconee County, South Carolina" (the "Series 2013A Bonds") and "\$_____ (principal amount issued) General Obligation Bonds, Taxable Series 2013B, of Oconee County, South Carolina" (the "Series 2013B Bonds").

The Series 2013A and the Series 2013B Bonds shall be issued as fully registered Bonds; shall be dated as of the date of their delivery or the first or the fifteenth day of month in which the Bonds are priced or delivered to the initial purchaser(s) thereof or such other date as determined by the Chairman of County Council; shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year unless issued as a single Bond in the entire principal amount of the issue; shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) from their date payable on the Interest Payment Dates, at such rate or rates per annum as may be determined by the Chairman of County Council at the time of the sale thereof; and shall mature serially in successive annual installments on April 1 of each year as determined by the Chairman of County Council pursuant to Section 5 hereof.

SECTION 4. Redemption Provisions.

Series 2013A Bonds.

Unless otherwise determined by the Chairman of County Council or the County Administrator pursuant to Section 5 hereof, the Series 2013A Bonds maturing on or after April 1, 2023, shall be subject to redemption at the option of the County on or after April 1, 2022, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption. Pursuant to Section 5 hereof, the Chairman of County Council may modify the redemption provisions set forth hereof and determine whether any of the Series 2013A Bonds are subject to mandatory sinking fund redemption.

If less than all the Series 2013A Bonds of any maturity are called for redemption, the Series 2013A Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event the Series 2013A Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing the Series 2013A Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the registry books of the County kept by the Registrar not less than thirty (30) days and not more than sixty (60) days prior to the redemption date. If the Series 2013A Bonds or any portion thereof shall have been duly called for redemption and notice of the redemption mailed as aforesaid, and if on or before the date fixed for redemption, payment thereof shall be duly made or provided for, interest on the Series 2013A Bonds to be redeemed shall cease to accrue from and after the redemption date specified in such notice.

Series 2013B Bonds.

Unless otherwise determined by the Chairman of County Council or the County Administrator pursuant to Section 5 hereof, the Series 2013B Bonds maturing on or after April 1, 2023, shall be subject to redemption at the option of the County on or after April 1, 2022, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption. Pursuant to Section 5 hereof, the Chairman of County Council may modify the redemption provisions set forth hereof and determine whether any of the Series 2013B Bonds are subject to mandatory sinking fund redemption.

If less than all the Series 2013B Bonds of any maturity are called for redemption, the Series 2013B Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event the Series 2013B Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing the Series 2013B Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the registry books of the County kept by the Registrar not less than thirty (30) days and not more than sixty (60) days prior to the redemption date. If the Series 2013B Bonds or any portion thereof shall have been duly called for redemption and notice of the redemption mailed as aforesaid, and if on or before the date fixed for redemption, payment thereof shall be duly made or provided for, interest on the Series 2013B Bonds to be redeemed shall cease to accrue from and after the redemption date specified in such notice.

SECTION 5. Determination of Certain Matters Relating to the Series 2013A Bonds and the Series 2013B Bonds. The Chairman of County Council is hereby authorized and empowered to: (a) determine the original issue date of the Series 2013A Bonds and the Series 2013B Bonds; (b) determine whether any of the Series 2013A Bonds or Series 2013B will be issued as term bonds and, if so, the principal amounts and maturity dates of the Series 2013A Bonds or Series 2013B Bonds subject to mandatory sinking fund redemption; (c) determine the aggregate principal amounts of the Series 2013A Bonds and the Series 2013B Bonds and determine the respective portions of the costs of the Project to be financed with proceeds of the Series 2013A Bonds and the Series 2013B Bonds ; (d) determine the maturity schedule and the principal amounts of each maturity of the Series 2013A Bonds and the Series 2013B Bonds; (e) modify the redemption provisions as set forth in Section 4 hereof; (f) adjust the principal amounts of each maturity of the Series 2013A Bonds and Series 2013B Bonds as prescribed in the Notice of Sale; (g) determine the date and time of sale of the Series 2013A Bonds and the Series 2013B Bonds; (h) modify the redemption provisions set forth in Section 4 hereof; (i) approve the Registrar and Paying Agent as provided in Section 8 hereof; (j) determine

the Interest Payment Dates, as well as the first Interest Payment Date and the Principal Payment Date, if different than as set forth herein; and (k) negotiate and execute all other contracts which may be necessary in connection with the issuance of the Series 2013A Bonds and Series 2013B Bonds. The Council further authorizes and empowers the Chairman of County Council to award the sale of the Series 2013A Bonds and Series 2013B Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Series 2013A Bonds and the Series 2013B Bonds. After the sale of the Series 2013A Bonds and the Series 2013B Bonds, the Chairman of County Council shall submit a written report to the County Council setting forth the results of the sale of the Series 2013A Bonds and the Series 2013B Bonds.

SECTION 6. Book-Entry Bonds. If requested by the initial purchaser of the Bonds, the Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Depository and its participants in accordance with rules specified by the Depository. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds will be issued in fully-registered form, as a single Bond or one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the County shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to the Depository in accordance with the provisions of this Ordinance.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds. The County, the Paying Agent and the Registrar make no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the County, the Paying Agent and the Registrar shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The County, the Paying Agent and the Registrar may treat the Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purpose of payment of the principal of, premium, if any, or interest on the Bonds, giving any notice permitted or required to be given to Bondholders under this Ordinance, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The County, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant, or any other person which is not shown on the Books of Registry of the County maintained by the Registrar as being a Bondholder, with respect to: the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, premium, if any, or interest on the Bonds; the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of

any notice which is permitted or required to be given to Bondholders thereunder; the selection of Bondholders to receive payments upon any partial redemption of the Bonds; or any consent given or other actions taken by the Depository as a Bondholder.

SECTION 7. Successor Depository. If (a) the Depository determines not to continue to act as Depository for the Bonds and gives reasonable notice to the Registrar and the County, or (b) the County has advised the Depository of the County's determination that the Depository is incapable of discharging its duties, then the County shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the County or the Registrar of the Initial Bonds together with an assignment duly executed by the Depository, the County shall execute and deliver to the successor Depository, the Bonds of the same principal amount, interest rate and maturity. If the County is unable to retain a qualified successor to the Depository, or the County has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the Bonds might be adversely affected if the Book-Entry System of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the Bonds by mailing an appropriate notice to the Depository, upon receipt by the County of the Initial Bonds together with an assignment duly executed by the Depository, the County shall execute, authenticate and deliver to the Depository Participants Bonds in fully-registered form, in substantially the form set forth in Section 12 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

SECTION 8. Designation of Registrar and Paying Agent. Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Within twenty-four (24) hours after receipt of bids, the successful bidder, if any, for the Bonds may designate, subject to the approval of the Chairman of County Council, the Registrar and the Paying Agent for the Bonds. The Registrar and the Paying Agent, respectively, shall be a bank, trust company, depository or transfer agent located either within or without the State. In the event the successful bidder fails to designate the Registrar and the Paying Agent within twenty-four (24) hours after receipt of bids, or the Chairman of County Council does not approve the Registrar and the Paying Agent designated by the successful bidder, the Registrar and the Paying Agent shall be designated by the Chairman of County Council. In the event the Bonds are issued as a single fully-registered bond, the Oconee County Treasurer may act as Paying Agent and Registrar for the Bonds as determined by the Chairman of County Council.

SECTION 9. Registration, Transfer and Exchange of Bonds. The County shall cause Books of Registry to be kept at the offices of the Registrar for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar shall register or transfer, or cause to be registered or transferred, on such Books of Registry, the Bonds under such reasonable regulations as the Registrar may prescribe.

Each Bond shall be transferable only upon the Books of Registry of the County, which shall be kept for such purpose at the principal office of the Registrar, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar on behalf of the County shall issue in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar.

The County, the Paying Agent and the Registrar may deem or treat the person in whose name any fully registered Bond shall be registered upon the Books of Registry as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order and shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Paying Agent or the Registrar shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an Interest Payment Date on such Bonds.

SECTION 10. Record Date. The County hereby establishes a record date (the "Record Date") for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such Record Date shall be not more than fifteen (15) days preceding an Interest Payment Date on such Bond or in the case of any proposed redemption of Bonds, such Record Date shall be not more than fifteen (15) days prior to the mailing of notice of redemption of Bonds.

SECTION 11. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 12. Execution of Bonds. The Bonds shall be executed in the name of the County with the facsimile or manual signature of the Chairman of County Council attested by the facsimile or manual signature of the Clerk to the Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 13. Form of Bonds. The Bonds and the certificate of authentication shall be in substantially the following forms. In the event the Bonds will be held by a single Bondholder, the form of bond may be revised as a single fully registered Bond for each maturity or a single fully registered bond which sets forth all maturing principal amounts.

(FORM OF BOND)

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 OCONEE COUNTY
 GENERAL OBLIGATION BOND, SERIES 2013A/TAXABLE SERIES 2013B

No. R- __

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
--------------------------------	--------------------------------	--------------------------------------	--------------

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Oconee County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder named above, or registered assigns, the principal amount shown above on the maturity date shown above (unless this Bond shall be subject to prior redemption and shall have been duly called for previous redemption and the payment of the redemption price made or provided for), upon presentation and surrender of this Bond at the principal office of _____, as paying agent (the "Paying Agent"), in _____, State of _____, and to pay interest on such principal amount from the date hereof at the interest rate per annum shown above (calculated on the basis of a 360-day year comprised of twelve 30-day months) until this Bond matures. Interest on this Bond is payable semiannually on April 1 and October 1 of each year commencing April 1, 20 __, until this Bond matures or prior redemption, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, as registrar (the "Registrar"), in _____, _____, at the close of business on the fifteenth (15th) day of the calendar month preceding each semi-annual interest payment date. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and

interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to date of authentication, number, date of maturity, principal amount, registered holder, redemption provisions and rate of interest, aggregating \$_____, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended; and Ordinance No. 20____ duly enacted by the County Council on _____, 2013.

This Bond and the series of which it is one [is subject to redemption][maturing on or prior to April 1, 20____, shall not be subject to redemption prior to their stated maturities. This Bond and the series of which it is one maturing on or after April 1, 20____, shall be subject to redemption at the option of the County on or after April 1, 20____,] as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed, together with the interest accrued on such principal amount to the date fixed for redemption.

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing the Bond and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar by first-class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the County. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

This Bond and the series of which it is one is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate, redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time,

form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, OCONEE COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile or manual signature of the Chairman of the County Council, facsimile or manual signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

OCONEE COUNTY, SOUTH CAROLINA

Chairman, County Council

(SEAL)

ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

This bond is one of the Bonds described in the within mentioned Ordinance of Oconee County, South Carolina.

as Registrar

By: _____
Authorized Officer

Date of Authentication: _____

The following abbreviations when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the
entireties

Custodian _____
(Cust.) (Minor)

JT TEN - As joint tenants
with right of
survivorship and

under Uniform Gifts to Minors

not as tenants in
common

(State)

Additional abbreviations may also be used though not in list above.

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers
unto _____

(Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to
transfer the within Bond on the books kept for registration thereof, with full power of substitution in the
premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed
by an institution which is a
participant in the Securities
Transfer Agents Medallion
Program ("STAMP") or similar
program.

NOTICE: The signature to this
agreement must correspond with
the name of the registered holder
as it appears upon the face of the
within Bond in every particular,
without alteration or enlargement or any
change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and
preceding the same a certificate shall appear, which shall be signed on behalf of the County with a
facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the
following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the final
approving opinion (except for date and letterhead) of McNair Law Firm, P.A. approving the issue of
bonds of which the within bond is one, the original of which opinion was manually executed, dated and
issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the
County Council of Oconee County, South Carolina.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

SECTION 14. Security for Bonds. The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 15. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the maturity date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

SECTION 16. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the South Carolina Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 17. Sale of Bonds, Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the Chairman of County Council or the County Administrator. A Notice of Sale in the form set forth below shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

The Notice of Sale shall be in substantially the following form:

NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2013A/TAXABLE SERIES 2013B,
OF OCONEE COUNTY
STATE OF SOUTH CAROLINA

**[THE INTEREST PAID ON THE TAXABLE SERIES 2013B BONDS WILL NOT BE
EXEMPT FROM FEDERAL INCOME TAXATION]**

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids for the purchase of \$ _____ General Obligation Bonds, Series 2013A/Series 2013B of Oconee County, South Carolina (the "Bonds") will be received on behalf of the County Council of Oconee County, South Carolina (the "County"), in the Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina 29691, until _____ m., South Carolina time, on _____, 2013, or such other date and time as may be established by the County and communicated by Thomson Municipal Market Monitor not less than 48 hours prior to the time proposals are to be received.

Mailed or Hand-Delivered Proposals: Each mailed or hand-delivered proposal shall be enclosed in a sealed envelope marked "Proposal for General Obligation Bonds, Series 2013A/Series 2013B, Oconee County, South Carolina" and should be directed to the Chairman of the County Council at the address in the first paragraph hereof.

Facsimile Proposals: The County will accept the facsimile transmission of a manually signed Official Bid Form or other form of bid at the risk of the bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of Scott Moulder, County Administrator at 864.638.4246.

Electronic Proposals: Electronic proposals may be submitted through i-Deal's Ipreo Electronic Bid Submission System ("Ipreo"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Ipreo may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone 212.849.5021.

E-mail Proposals: E-mail proposals may be e-mailed to the attention of Scott Moulder, County Administrator, at email address: smoulder@oconeesc.com with a copy to Brian Nurick at e-mail address: brian.nurick@swst.com.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION, BY ELECTRONIC BID OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Municipal Bond Insurance: A bidder may, at its option, purchase a policy of insurance relating to the Bonds to be effective as of the date of their issuance. Notice of obtaining a commitment for such

insurance will be transmitted by the bond insurers. If a bidder for the Bonds desires to have the Bonds so insured, the bidder should specify in its bid for the Bonds whether bond insurance will be purchased. The premium on such bond insurance must be paid at or prior to the closing by the successful bidder. Any failure of the Bonds to be so insured or for any such policy of insurance to be issued shall not constitute cause for a failure or refusal by the purchaser of the Bonds to accept delivery of and pay for the Bonds.

Book-Entry Only Bonds: The Bonds will be issued in fully registered form. If requested by the successful bidder, a single Bond or one Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), as registered owner of the Bonds, and each such Bond will be immobilized in the custody of DTC. DTC will act as the Depository for the Bonds. Individual purchases will be made in book-entry-only form in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC. Notwithstanding the foregoing, at the request of the successful bidder, the Bonds will be issued as one single fully registered bond and not issued through the book-entry system.

[Series 2013A Bonds]

Series 2013A Bonds: The Series 2013A Bonds will be dated ____, 2013 or such other date as the successful bidder may request; and will mature serially in successive annual installments on April 1 in each of the years and in the principal amounts as follows:

<u>Maturity Date</u>	<u>Principal Amount</u>

Redemption Provisions: The Series 2013A Bonds maturing on or prior to April 1, 20__, shall not be subject to redemption prior to their stated maturities. The Series 2013A Bonds maturing on April 1, 20__, shall be subject to redemption at the option of the County on or after April 1, 20__, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity at a redemption price equal to 100% of the principal amount of the Series 2013A Bonds to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption.

[Series 2013B Bonds]

Series 2013B Bonds: The Series 2013B Bonds will be dated ____, 2013 or such other date as the successful bidder may request; and will mature serially in successive annual installments on April 1 in each of the years and in the principal amounts as follows:

<u>Maturity Date</u>	<u>Principal Amount</u>

Redemption Provisions: The Series 2013B Bonds maturing on or prior to April 1, 20__, shall not be subject to redemption prior to their stated maturities. The Series 2013B Bonds maturing on April 1, 20__, shall be subject to redemption at the option of the County on or after April 1, 20__, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity at a redemption price equal to 100% of the principal amount of the Series 2013B Bonds to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption.

Adjustment of Maturity Schedule: The County reserves the right to adjust the principal amount of any of the maturities of the Bonds (all calculations to be rounded to the nearest \$5,000); provided, such adjustment will not decrease the total par amount (\$_____) of the Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

Bidders' Special Option for Term Bonds: Bidders submitting proposals may specify that all the principal amount of Bonds maturing on any two or more consecutive annual payment dates on or after April 1, 20__, may, in lieu of maturity on each of such dates, be combined to comprise one or more maturities of the Bonds scheduled to mature on the latest of such annual payment dates (the "Term Bonds"). Term Bonds shall be subject to redemption through mandatory sinking fund installments at par in the amount that would have matured in each year as set forth in this Notice, on each of the annual principal payment dates, except for the principal amount of Bonds scheduled to mature on the latest such annual payment date, which Bonds shall mature on such annual principal payment date. Bidders may specify one or more of such Term Bonds and such specifications may be made at the time of the award.

Mandatory Sinking Fund Redemption: The Bonds will be subject to mandatory redemption if and to the extent the option to establish Term Bonds is exercised by the successful bidder.

Registrar and Paying Agent: The Oconee County Treasurer or a bank designated by the purchaser and approved by the Chairman of the County Council will act as Paying Agent and Registrar for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 or 1/100 of 1% with no greater difference than three (3%) percent between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. **A BID FOR LESS THAN ALL THE BONDS OR A PRICE LESS THAN PAR WILL NOT BE CONSIDERED.**

Award of Bid: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year comprised of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

For the purpose of calculating the yield on the Bonds for Federal tax purposes as a condition precedent to the award of the Bonds, the successful bidder will, within 30 minutes after being notified of its winning bid, advise the County or its financial advisor by telephone confirmed by facsimile transmission of the initial offering prices of the Bonds to the public (expressed as a price, exclusive of accrued interest, or yield per maturity).

Good Faith Deposit: No good faith deposit is required.

Bid Form: It is requested, but not required, that your bid be submitted on the attached bid form.

[Official Statement: The County deems the Preliminary Official Statement to be “final” as described in SEC Rule 15c2-12(b)(1) for the purposes of such Rule. Upon the award of the Bonds, the County will prepare a Final Official Statement (the “Official Statement”) in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will provide the successful bidder, a sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.]

[Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement.]

Purpose: The Bonds are issued for the purpose of defraying all or a portion of the costs of design, acquisition, site-work, construction and installation, as applicable, of improvements and infrastructure related to the Echo Hills Commerce Park, including: approximately 300,000 square-foot pad; approximately 50,000 square-foot pad; roads, curbs, drainage and stormwater facilities; intersection improvements; internal utilities; civil design and sitework relating to the foregoing; and the costs of issuance of the Bonds.

[Series 2013A Bonds are “Bank Qualified”: The County has designated the Series 2013A Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct, from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.]

Security: The Bonds shall constitute binding general obligations of the County, and the full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Legal Opinion: The issuance of the Bonds is subject to the approval of legality by McNair Law Firm, P.A., Bond Counsel, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds. Certain legal matters in

connection with the Bonds are subject to the approval of McNair Law Firm, P.A., as County Attorney.

Financial Advisor: Southwest Securities, Inc., has acted as Financial Advisor to the County in connection with the issuance of the Bonds. In this capacity, Southwest Securities, Inc. provided technical assistance in the preparation of the offering documents and assisted the County in preparing for this financing.

[Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate [may be obtained from Bond Counsel][is included as Exhibit ___ to the Preliminary Official Statement].]

[Delivery: The Bonds will be delivered through the facilities of The Depository Trust Company in New York, New York, on or about _____, 20__, at the expense of the County or at such other place as may be agreed upon with the purchasers at the expense of the purchaser. The purchase price then due must be paid in federal funds or other immediately available funds.]

[CUSIP Numbers: It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. All expenses in relation to the printing of CUSIP identification numbers on the Bonds shall be paid for by the County provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the successful bidder.]

[Postponement: The County reserves the right to postpone, from time to time, the date established for the receipt of bids. The County will communicate any such change in the sale date through Thomson Municipal Market Monitor not less than 48 hours prior to the time bids are to be received. If any date fixed for the receipt of bids and the sale of the Bonds is postponed, any alternative sale date will be announced through Thomson Municipal Market Monitor at least 48 hours prior to such alternative sale date. On any such alternative sale date, any bidder may submit a sealed, facsimile, or electronic bid for the purchase of the Bonds in conformity in all respects with the provisions of this Notice of Sale, except for the date of sale and except for the changes announced through Thomson Municipal Market Monitor at the time the sale date and time are announced.]

Additional Information: [The Preliminary Official Statement of the County with respect to the Bonds is available via the internet at <https://official.statements.swst.com> and will be furnished to any person interested in bidding for the Bonds upon request to McNair Law Firm, P.A.. The Preliminary Official Statement should be reviewed by bidders prior to submitting a bid.] Persons seeking information should communicate with:

Scott Moulder, ICMA-CM County Administrator Oconee County 415 South Pine Street Walhalla, SC 29691 Telephone: 864.638.4235 E-mail: smoulder@oconeesc.com	Daniel R. McLeod, Jr., Esquire McNair Law Firm, P.A. Post Office Box 447 Greenville, SC 29602 Telephone: 864.271.4940 E-mail: dmcLeod@mcnair.net
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<p>Brian Nurick Southwest Securities, Inc. 360 East Vine Street, Suite 110 Lexington, SC 40507 Telephone: 859.410.2602 E-mail: brian.nurick@swst.com</p>	<p>Michael W. Burns, Esq. McNair Law Firm, P.A. Post Office Box 447 Greenville, SC 29602 Telephone: 864.271.4940 E-mail: mburns@mcnair.net</p>
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Oconee County, South Carolina

SECTION 18. Preliminary and Final Official Statement: Private Placement Offering Memorandum. The Council hereby authorizes and directs the County Administrator to prepare, or cause to be prepared, a Preliminary Official Statement or a Private Placement Offering Memorandum, as determined by the County Administrator, to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The Council authorizes the County Administrator to designate the Preliminary Official Statement, if any, as "near final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The County Administrator is further authorized to see to the completion of the final form of the Official Statement, if any, upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 19. Continuing Disclosure. If required by the purchaser of the Bonds, the County hereby covenants and agrees that it will comply with and carry out all of the provisions of a Continuing Disclosure Certificate, in substantially the form attached hereto as Exhibit A. Notwithstanding any other provisions of this Ordinance, failure of the County to comply with the Continuing Disclosure Certificate shall not be considered an event of default, and no liability for damages shall attach therefor. The sole remedy for such failure to comply shall be that any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with their obligations under this Section.

SECTION 20. Filings with Central Repository. In accordance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual independent audit of the County within thirty days (30) of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five (5%) of the County's revenue or its tax base.

SECTION 21. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

- (a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the South Carolina Code;
- (b) Accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds; and
- (c) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance and to defray the costs and expenses of issuing the Bonds.

SECTION 22. Federal Tax Covenants. The County covenants and agrees with the holders of the Series 2013A Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2013A Bonds to become includable in the gross income of the bondholders of the Series 2013A Bonds for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Series 2013A Bonds and that no use of the proceeds of the sale of the Series 2013A Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Series 2013A Bonds would have caused the Series 2013A Bonds to be "arbitrage bonds", as defined in the Code, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Series 2013A Bonds are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

The Chairman of County Council and the County Administrator, or either of them acting alone, are hereby authorized to adopt written procedures to ensure the County's compliance with federal tax matters relating to the Series 2013A Bonds.

SECTION 23. Series 2013A Bonds as Qualified Tax-Exempt Obligations. The County hereby authorizes the County Administrator to determine whether, in accordance with the provisions of Section 265 of the Code, the Series 2013A Bonds shall be designated as "qualified tax exempt obligations" as defined in Section 265(b)(3)(B) of the Code. In the event the Series 2013A Bonds are designated as "qualified tax exempt obligations" (i) the County and all subordinate entities thereof do not anticipate to issue more than \$10,000,000 in tax-exempt bonds or other tax-exempt obligations in 2013 other than private activity bonds except for qualified 501(c)(3) bonds, and (ii) the County represents that the sum of all tax-exempt obligations (other than private activity bonds which are not qualified as 501(c)(3) bonds) issued by the County and all subordinate entities thereof during calendar year 2013 is not reasonably expected to exceed \$10,000,000.

SECTION 24. Notice of Public Hearing. The Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in the form attached hereto as Exhibit B, having been published in the *Daily Journal Messenger*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 25. Authority to Obtain Bond Insurance; Execution of Documents. The County Administrator is hereby authorized to submit applications to municipal bond insurance companies for bond insurance or other credit enhancements relating to the Bonds. The Chairman of County Council and the County Administrator are hereby authorized to accept on behalf of the County the proposal deemed most advantageous to the County.

SECTION 26. Amendment to Ordinance No. 2012-29. Ordinance No. 2012-29 enacted by the County Council on September 4, 2012 is hereby amended so that references therein to the "Bonds" (as defined therein) shall mean "\$1,600,000 [or principal amount issued] General Obligation Bonds, Series

2013C, of Oconee County, South Carolina” or such other series designation as may be necessary or useful to denote that such bonds were not issued during the 2012 calendar year.

SECTION 27. Miscellaneous. The County Council authorizes the Chairman of County Council, the County Administrator, and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the Bonds or make modifications in any documents including but not limited to the form of the Bond or Notice of Sale. The County Council hereby further authorizes the County Administrator to retain Southwest Securities, Inc., as financial advisor to the County in connection with the issuance of the Bonds. The County Council hereby authorizes the Chairman to County Council, to negotiate the terms of, and execute in the name and on behalf of the County, investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the Bonds, to prepare and solicit bids for providers of such agreements and to execute, in the name and on behalf of the County, written confirmations of any such agreements and other documents as may be necessary in connection therewith.

SECTION 28. Repeal of Conflicting Ordinances. All rules, regulations, ordinances, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

SECTION 29. Effective Date. This Ordinance shall become effective and enforced from and after _____, 2013.

[Signature page to follow]

Enacted by the County Council of Oconee County, South Carolina, this ____ day of _____,
2013.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Joel Thrift, Chairman County Council
Oconee County, South Carolina

ATTEST:

Scott Moulder, Administrator
Oconee County, South Carolina

Elizabeth G. Hulse
Clerk to County Council
Oconee County, South Carolina

Date of First Reading: January 22, 2013
Date of Second Reading: _____, 2013
Date of Public Hearing: _____, 2013
Date of Third Reading: _____, 2013

[Signature page]

EXHIBIT A

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Oconee County, South Carolina (the "County") in connection with the issuance of \$_____ original principal amount General Obligation Bonds, Series 2013A/Taxable Series 2013B of Oconee County, South Carolina (the "Bonds"). The Bonds are being issued pursuant to Ordinance No. _____ enacted by the County Council of the County on _____, 2013 (the "Ordinance"). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Series 2013A Bonds" shall mean the \$_____ original principal amount General Obligation Bonds, Series 2013A, Oconee County, South Carolina, dated _____, 2013.

"Series 2013B Bonds" shall mean the \$_____ original principal amount General Obligation Bonds, Taxable Series 2013B, Oconee County, South Carolina, dated _____, 2013.

"Dissemination Agent" shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"National Repository" shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

"Participating Underwriter" shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each National Repository and each State Depository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State Depository" shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Disclosure Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2014, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days

prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Depository, if any; and

(ii) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the County, including the information provided in the Official Statement with respect to the Series 2013A Bonds/Series 2013B Bonds under the headings: "THE BONDS—Security;" "DEBT STRUCTURE—Outstanding Indebtedness;" "CERTAIN FISCAL MATTERS—Assessed Value of Taxable Property in the County," "—Estimated True Value of All Taxable Property in the County," "—Tax Rates," "—Tax Collections for Last Five Years," and "—Ten Largest Taxpayers."

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been previously filed with the National Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County will clearly identify each such document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events (the "Listed Events"):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;

- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Upon the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than 10 business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Upon the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the County shall promptly, and no later than 10 business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial

Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County, or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County, or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2013

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Oconee County, South Carolina

Name of Bond Issue: \$ _____ General Obligation Bonds, Series 2013A,
Oconee County, South Carolina
\$ _____ General Obligation Bonds, Taxable Series 2013B,
Oconee County, South Carolina

Date of Issuance: _____, 20__

NOTICE IS HEREBY GIVEN that Oconee County, South Carolina (the "County") has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

OCONEE COUNTY, SOUTH CAROLINA

Exhibit B

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the 6:30 p.m. meeting of Oconee County Council on _____, 2013, at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider Ordinance _____ authorizing the issuance and sale of general obligation bonds (the "Bonds") of the County in the aggregate principal amount of not exceeding \$_____, the proceeds of which shall be applied to defray all or a portion of the costs of design, acquisition, site-work, construction and installation, as applicable, of improvements and infrastructure related to the Echo Hills Commerce Park, including: approximately 300,000 square-foot pad; approximately 50,000 square-foot pad; roads, curbs, drainage and stormwater facilities; intersection improvements; internal utilities; civil design and sitework relating to the foregoing; and the costs of issuance of the Bonds.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

OCONEE COUNTY, SOUTH CAROLINA

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2013-02
(Oconee County-2013A General Obligation Bonds)

RELATING TO THE DECLARATION OF INTENT BY OCONEE COUNTY, SOUTH CAROLINA, TO REIMBURSE CERTAIN EXPENDITURES PRIOR TO THE ISSUANCE BY THE COUNTY OF ITS 2013A GENERAL OBLIGATION BONDS.

WHEREAS, the Internal Revenue Service and U.S. Treasury Department have promulgated Section 1.150-2 of the Treasury Regulations (the "Regulations") that authorizes an issuer to reimburse itself for expenditures made with respect to projects prior to the issuance of tax-exempt bonds for such projects; and

WHEREAS, the Regulations require that the governing body of the political subdivision declare an official intent to reimburse an expenditure not later than sixty (60) days after the payment of the expenditure; and

WHEREAS, Oconee County, South Carolina (the "County") anticipates incurring certain expenditures in an approximate amount of \$1,000,000 (the "Expenditures") with respect to design, acquisition, site-work, construction and installation, as applicable, of improvements and infrastructure related to the Echo Hills Commerce Park (the "Project"), prior to the issuance by the County of tax-exempt bonds for such purposes.

NOW THEREFORE, BE IT RESOLVED, by the County Council of Oconee County, South Carolina, as follows:

Section 1. The County Council hereby declares that this Resolution shall constitute its declaration of official intent pursuant to Regulation § 1.150-2 to reimburse the County from the proceeds of tax-exempt debt in the form of general obligation bonds of the County to be issued pursuant to Title 4, Chapter 15, of the Code of Laws of South Carolina, 1976, as amended, for Expenditures with respect to the Project.

Section 2. The County understands that Expenditures which may be reimbursed are limited to Expenditures which are (a) properly chargeable to capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2) under general federal income tax principles; or (2) certain de minimis or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f).

Section 3. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the dates the respective Projects were placed in service, but in no event more than three (3) years after the original Expenditures.

Section 4. The source of funds for the Expenditures with respect to the Projects will be fund balance in the County's economic development fund.

Section 5. This Resolution shall be in full force and effect from and after its adoption as provided by law. This Resolution shall be made available for inspection during normal business hours by the general public at the office of the Clerk of the County Council.

Adopted in a meeting duly assembled this 22nd day of January, 2013.

OCONEE COUNTY, SOUTH CAROLINA

Joel Thrift, Chairman
Oconee County Council

ATTEST:

Elizabeth G. Hulse, Clerk
Oconee County Council

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2013-03**

CONSENT RESOLUTION FOR JOHNSON CONTROLS BATTERY GROUP, INC.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "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 enter into agreements with any industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; through which powers the development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and 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;

WHEREAS, the County has entered into a Fee Agreement with JOHNSON CONTROLS BATTERY GROUP, INC. (the "Company") dated November 1, 2004 and an Amended Fee Agreement dated October 1, 2007 (jointly the "Agreement");

WHEREAS, the State of South Carolina has amended Section 12-44-50(A)(1)(c)(i) of the Act (the "Amendment") to allow the County and the Company to consent to the real property subject to the Fee Agreement being valued for the purposes of the Agreement at the fair market value as appraised by the South Carolina Department of Revenue;

WHEREAS, the County, by and through its Council, agrees to apply the appraised value of the real property as determined through the calculation of the Amendment toward the fee in lieu of tax assessment during the term of the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Oconee County Council that, if the Company locates the Project in the County and creates the investment and jobs indicated in the Fee Agreement:

1. The County, acting through the Council, upon request by the Company, hereby consents and agrees to amend the Agreement to cause the appraised value of the real property to be used as provided in the Amendment so as to determine the assessed value of the real property for the Agreement.
2. Section 4.1, Step 1, of the Agreement, as previously amended, shall be amended to read in part:

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 19 years using fair market value by appraisal for real property as determined by the Department of Revenue and Taxation as if such property were not subject to the fee and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined by the South Carolina Department of Revenue in accordance with the Act....

APPROVED AND ADOPTED IN A MEETING THIS 22nd DAY OF January 2013.

By: _____
Joel Thrift, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

AGREED UPON AND CONSENTED TO BY:

JOHNSON CONTROLS BATTERY GROUP, INC.

By: _____

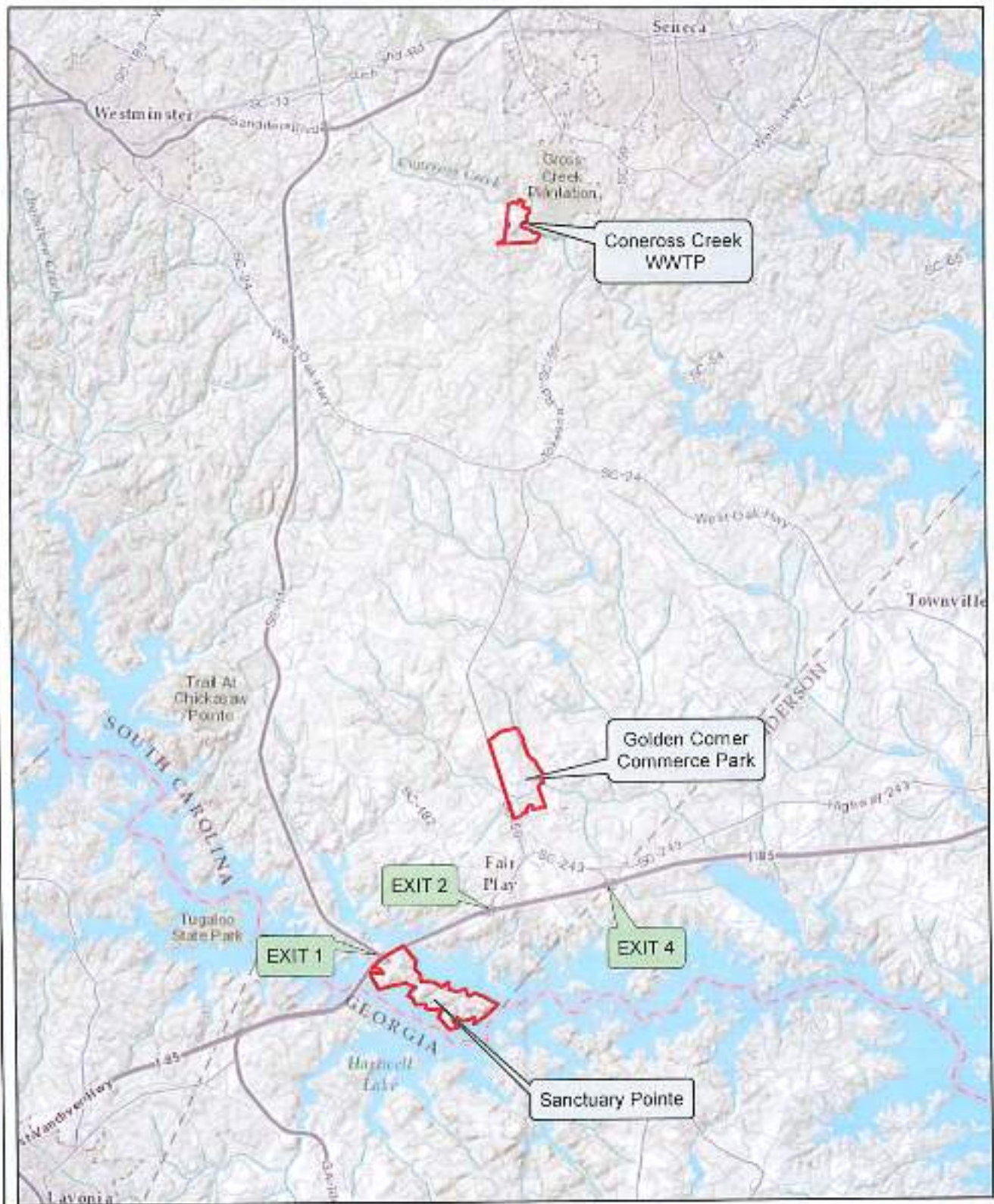
Its:

Date:

PRELIMINARY ENGINEERING REPORT



WASTEWATER IMPROVEMENTS
TO SERVE
GOLDEN CORNER
COMMERCE PARK



South Carolina State Plane, NAD 83
Zone 3900, International Feet

1 inch = 2 miles



Figure 1
Southern Oconee County
Area Map

Wastewater Improvements
to Serve
Golden Corner Commerce Park



FLOW PROJECTIONS

No.	Contributing Service Area	Est. ADF (GPD)	Est. Peak Flow (GPD)*
1	Exit 1	333,600	834,000
2	Exits 2 & 4	508,500	1,271,250
3	Golden Corner Commerce Park	366,000	366,000**
	Total	1,208,100	2,471,250



ALTERNATIVES ANALYSIS

- New WWTP with Discharge to Lake Hartwell
 - High Capital Cost - Approx. \$15M - \$18M for plant alone
 - Extensive Permitting for Discharge into Lake Hartwell
- New WWTP with Land Application
 - High Capital Cost – Approx. \$18M - \$21M
 - Significant Land Acquisition (350 Acres)
- Pump to Coneross Creek WWTP (Recommended)
 - Lowest Capital Cost – Approx. \$8M to \$10M
 - Utilizes Existing Capacity in Coneross Creek WWTP
 - Minimal Permitting and Expedited Schedule



Figure 3
Route Alternative Map
Wastewater Improvements
to Serve
Golden Corner Commerce Park

Legend

- Option 1
- Option 2
- Option 3



Scale: 1" = 100'



South Carolina Waterworks Authority
 June 2005, unclassified/rev



**Figure 5
Preferred Route Map**

**Wastewater Improvements
to Serve
Golden Corner Commerce Park**



South Florida Water Trust 8/27/09
June 2009, unnumbered page



0 1,000 2,000 Feet

COST ESTIMATE – 1 PUMP STATION

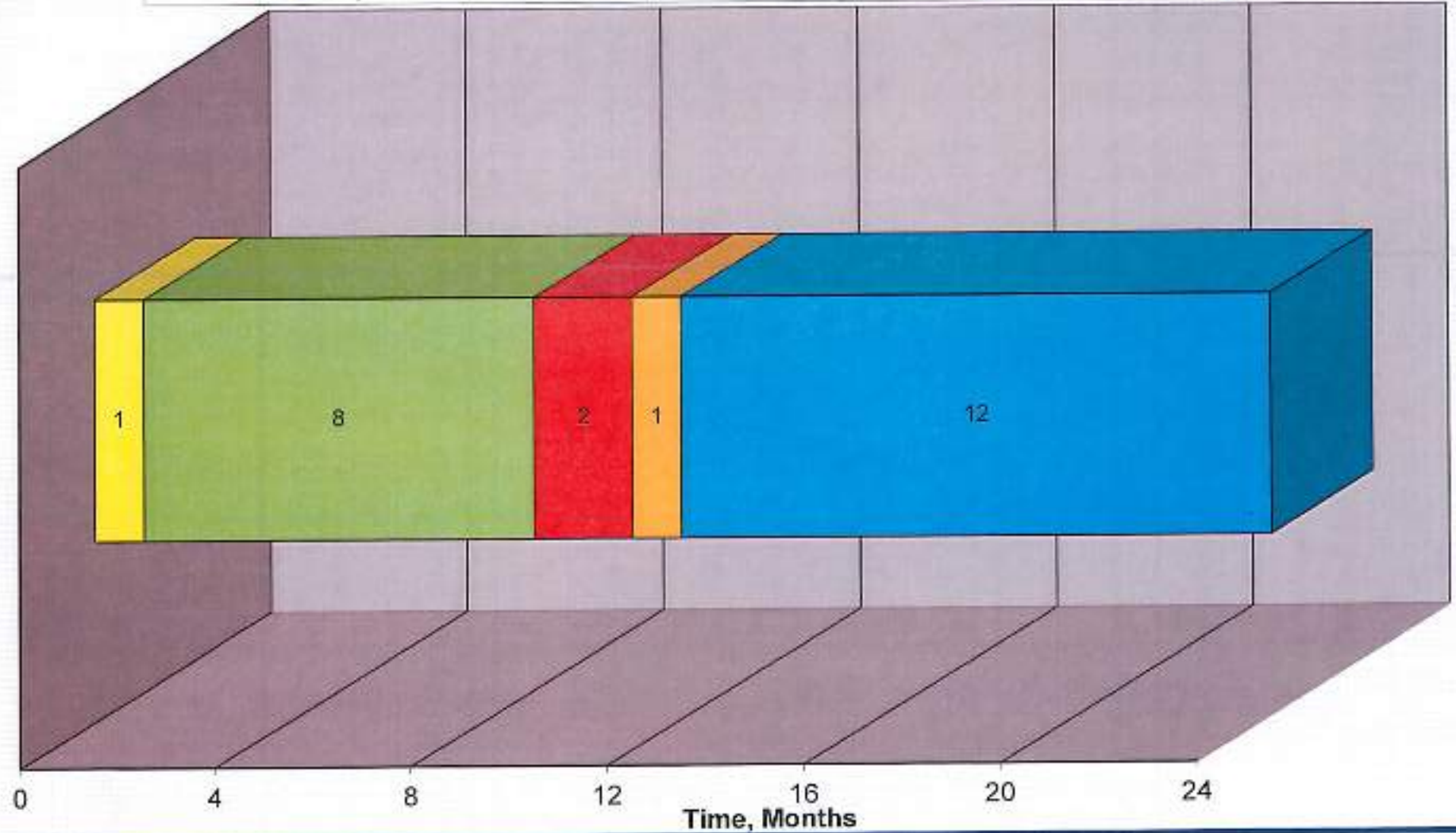
Est. Qty.	Unit	Description	Unit Price	Total
1	LS	Mobilization (Not to exceed 3% of total project cost)	\$200,000.00	\$200,000.00
1	LS	GCCP Pump Station (1715 GPM @ 317 TDH)	\$1,000,000.00	\$1,000,000.00
38,100	LF	16" DIP Force Main	\$82.00	\$3,124,200.00
13,000	LF	16" RJ DIP Force Main	\$100.00	\$1,300,000.00
500	LF	16" RJ DIP Force Main Installed in Steel Casing (For Highway Crossings)	\$110.00	\$55,000.00
400	LF	18" HDPE Force Main Installed by Horizontal Directional Drill (For 4 Creek crossings)	\$200.00	\$80,000.00
500	LF	36" Steel Casing Installed by Bore & Jack	\$350.00	\$175,000.00
1	LS	Fittings	\$455,920.00	\$455,920.00
25	EA	Air Release Valve w/ 4' Diameter Manhole & Valve Marker	\$6,500.00	\$162,500.00
1	LS	Traffic Control (Message Boards, Jersey Barricades, Barrels, Flagmen, Etc.)	\$10,000.00	\$10,000.00
1,200	LF	Remove & Replace Driveway	\$35.00	\$42,000.00
1,500	LF	Remove & Replace Roadway	\$75.00	\$112,500.00
1	LS	Coneross WWTP Headworks Modifications	\$329,000.00	\$329,000.00
4	EA	Temporary Construction Entrance/Exit	\$2,000.00	\$8,000.00
53,000	LF	Silt Fence	\$2.50	\$132,500.00
35,000	SY	Grassing	\$1.00	\$35,000.00
6,000	CY	Rock Excavation	\$75.00	\$450,000.00
			Project Subtotal	\$7,671,620.00
			Contingency (20%)	\$1,534,324.00
			Professional Services	\$730,330.00
			Total	\$9,936,274.00

COST ESTIMATE – 3 PUMP STATIONS

Est. Qty.	Unit	Description	Unit Price	Total
1	LS	Mobilization (Not to exceed 3% of total project cost)	\$200,000.00	\$200,000.00
1	LS	GCCP Pump Station (1715 GPM @ 241 TDH)	\$500,000.00	\$500,000.00
1	LS	Mud Creek Pump Station (1715 GPM @ 186 TDH)	\$500,000.00	\$500,000.00
1	LS	Snow Creek Pump Station (1715 GPM @ 223 TDH)	\$500,000.00	\$500,000.00
2,000	LF	18" PVC Gravity Sewer	\$75.00	\$150,000.00
10	EA	4' Diameter Precast Manhole (@ 200' oc)	\$2,000.00	\$20,000.00
36,600	LF	16" DIP Force Main	\$82.00	\$3,001,200.00
12,500	LF	16" RI DIP Force Main	\$100.00	\$1,250,000.00
500	LF	16" RI DIP Force Main Installed in Steel Casing (For Highway Crossings)	\$110.00	\$55,000.00
400	LF	18" HDPE Force Main Installed by Horizontal Directional Drill (For 4 Creek crossings)	\$200.00	\$80,000.00
500	LF	36" Steel Casing Installed by Bore & Jack	\$350.00	\$175,000.00
1	LS	Fittings	\$438,620.00	\$438,620.00
25	EA	Air Release Valve w/ 4' Diameter Manhole & Valve Marker	\$6,500.00	\$162,500.00
1	LS	Traffic Control (Message Boards, Jersey Barricades, Barrels, Flagmen, Etc.)	\$10,000.00	\$10,000.00
1,200	LF	Remove & Replace Driveway	\$35.00	\$42,000.00
1,500	LF	Remove & Replace Roadway	\$75.00	\$112,500.00
1	LS	Coneross WWTP Headworks Modifications	\$329,000.00	\$329,000.00
4	EA	Temporary Construction Entrance/Exit	\$2,000.00	\$8,000.00
53,000	LF	Silt Fence	\$2.50	\$132,500.00
35,000	SY	Grassing	\$1.00	\$35,000.00
6,000	CY	Rock Excavation	\$75.00	\$450,000.00
			Project Subtotal	\$8,151,320.00
			Contingency (20%)	\$1,630,264.00
			Professional Services	\$842,900.00
			Total	\$10,624,484.00

Wastewater Improvements to Serve Golden Corner Commerce Park Project Schedule

■ Survey ■ Design ■ Permitting ■ Bidding ■ Construction





SUMMARY

- Reviewed Existing Information and Updated Recommendations for Finding Best Solution to Solve Lack of Wastewater Infrastructure in Southern Oconee County & GCCP
- Force Main from GCCP to Coneross Creek WWTP
- Highway 59 Route
 - Most Economical
 - Large R/W
 - Potential Development
- Number of Pump Stations
 - 1 Pump Station – Lower Cost, No Connection with Gravity Lines
 - 3 Pump Stations – Higher Cost, Connection with Gravity Lines
- 8-10 Million Project Budget
- 18-24 Month Project Timeframe



QUESTIONS?

PRELIMINARY ENGINEERING REPORT



Wastewater Improvements To Serve Golden Corner Commerce Park

Prepared for:
OCONEE COUNTY

Prepared by:
URS
128 Millport Circle, Suite 100
Greenville, South Carolina 29607
(864) 609 – 9111

Project No. 46422700

January 2013

South Carolina Certified Work Ready Communities

In late 2012, Governor Nikki Haley put forth a challenge to all 46 counties within the State of South Carolina to become a “Certified Work Ready Community.” By doing so, it demonstrates that we are not only serious about economic development but we are just as serious about workforce development.

South Carolina’s Certified Work Ready Communities initiative aims to ensure the growth of South Carolina communities by creating an environment conducive to business and workforce development.

The overall purpose is to foster and build a coordinated and uniform partnership amongst stakeholders using the Work Ready Communities approach, leveraging and maximizing its collective workforce development efforts at the county, regional and state level.

South Carolina’s vision is to ensure a ready workforce that serves as an economic development tool to attract and maintain businesses in the area. Its vision is to link education and workforce development together and align with economic development entities.

The Work Ready Community initiative enables community leaders to rally behind the concept of a ready-to-work workforce. This program’s ultimate intent is to create an inventory of skill sets needed in today’s business world and work to match job openings with job seekers.


Each of the 46 counties are being challenged to reach three established goals surrounding: graduation rates, number of individuals testing for the ACT National Career Readiness Certificate {WorkKeys} and lastly gain a set number of business supporting the Work Ready Communities initiative.

In closing, this is a tool for economic development recruitment as it demonstrates with have the skill sets for the jobs potentially being brought to the area and it is a retention tool for existing businesses as it builds a strong talent pipeline for future growth opportunities. At the end of the day, this is about increasing the economic prosperity within a community by aligning efforts and getting workforce efforts to sync with economic development pursuits.

For more information, check out the following sites:

<http://seworkready.org> & <http://www.workreadycommunities.org/SC/>

Richard K. Blackwell
Oconee County Economic Development Commission



Oconee County
Council Office

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

Phone: 864 718 1023
Fax: 864 718 1024

E-mail:
bhuise@oconeesc.com

Paul Corbell
District I

Wayne McCall
District II

Archie Barron
District III

Joel Thrift
District IV
Chairman

Reginaid T. Dexter
District V

January 23, 2013

South Carolina Certified Work Ready Communities --- Oconee County

To Whom It May Concern:

The Oconee County Council in their meeting duly assembled on Tuesday, January 22, 2013, voted unanimously to confirm that our county is interested in becoming a *Work Ready Community*.

Oconee County Council feels strongly that by using the Work Ready Approach it will create an environment conducive to business and workforce development. This program's ultimate intent of creating an inventory of skill sets needed in today's business world and working to match job openings with job seekers is the right approach.

We understand our established goals and will rally behind this locally-driven approach to carve out a better tomorrow for Oconee County by linking workforce development efforts with economic development pursuits.

Therefore by signing this letter we wish to show our support for our county's application and I, as Council Chairman, do hereby certify that our county is ready to proceed with the Certified Work Ready Community certification process.

Sincerely,

Joel Thrift,
Chairman, Oconee County Council





Oconee County Planning Department

415 S. Pine Street, Walhalla, SC 29691

Telephone: 864-638-4218
Fax: 864-638-4168

Date: January 7, 2013

To: Members of County Council

From: Chairman Ryan Honea

Re: Planning Commission Recommendation concerning At-Large Seat

The Planning Commission held a meeting on Monday, January 7, 2013 to discuss a recommendation concerning the open At-Large seat, currently filled by Mr. David Lyle, as outlined in Ch. 32 Section 4 of Oconee County's Code of Ordinances. The Planning Commission voted unanimously to recommend that Mr. Lyle be reappointed for a second term on the Planning Commission. Mr. Lyle expressed that it has been a pleasure to serve the citizens of Oconee County, and he would be honored to continue his service for another term.

Josh Stephens



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Paul Corbeil	Wayne McCall	Archie Barron	Joel Thrift	Reg Dexter		
							2010-2014	2013-2016	2010-2014	2013-2016	2013-2016	2010-2014	2013-2016
							District I	District II	District III	District IV	District V	At Large	At Large
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - June 2013	Randy Renz [1]	Dan Suddeth [<2]	Edward Perry [1]	Dan Schmeidt [<2]	Ronald Chiles [1]	Thomas Luke [2]	Michael Gray [<1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - June 2013	Rick Bethea [1]	Luther Lyle [<2]	Robinson [1]	Barbara Waters [1]	Harry Richardson [1]	Bess Clupak [1]	Jean D. Barnwell [1]
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - June 2013	Allen Medford [1]	Sammy Lee [1]	Gary Littlefield [1]	Marty McKee [1]	Dick Hughes [1]	Berry Nichols [1]	Paul Reckert [1]
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - June 2013	Roger Mize [2]	Neal Workman [2]	Bob DuBose [1]	Mike Willimon [1]	Harry Tollison [1]		
Conservation Bank Board	2-381	Appointed by Category		2X	YES	Jan - June 2013	Shea Airey [1]	Andy Lee [1]	Rocky Nation [1]	Marvin Prater [1]	VACANT	VACANT	Ed Land [1]
Economic Development Commission	24-31	5 - 0	YES	3X	YES	Jan - June 2013	VACANT	Harold Gibson [3]	Hank Field [3]	Sam Dickson [2]	Gene Blair [1]		
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - June 2013						Allen D. Boggs [1]	VACANT
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - June 2013	2013: Daniel Day [1], Ellis Hughes [1], John Adams [2], Jody Gaulin [2], Vicky Miller [2], Carol Baumgartner [2]				2015: Martin Adelberg [1], William Caster [1], Sally Long [1]		
PRT Commission (members up for reappointment due to initial stagger)	6-4-25 2-381	Appointed by Industry		2X	YES	June 2013	2013: JoAnne Black [1], Brian Greer [1], Rosemary Bailes [1]			2015: Erin Mckergow [1], Rick Lacey [1], David Lavera [1], Mike Wallace [1]			
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	February 2013	Andrea Heller	Howard Moore	William Gister	Tommy Abbott	Ryan Honea	Gwen McPhail	John Lyle
Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr.	June 2014	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Fred Hamilton [1], Joan Black [1], Jere DuBois [1]						
Capital Project Advisory Committee	2-391	CC, PC, Infra, 2 @ Lg.	NO	3X	1 yr	May 2012	Council Representative Pcorbeil [2], Planning Commission GMcPhail [1], Infrastructure Advisory Representative Bwinchester [1]				John Rau [2]	David Mead [2]	
Infrastructure Advisory Commission	34-1	N/A	NO	N/A	NO	January	Council Representative Appointed Annually						
ACOG BOD				N/A	NO	JAN 2013	Council Rep: CC CHAIR or designee [yearly]; 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open						

[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.
 [SHADING = reappointment requested. - questionnaire on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED
 RED TEXT denotes member ineligible for reappointment - having served or will complete serving two terms at the end of their current term.

**OCONEE COUNTY BOARD / COMMISSION / COMMITTEE
CANDIDATE LISTING**

	DX	AT LARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
* Abbott, Julian	1	Yes					x		x	May 2012
* Amsden, Gregory	1						x			May 2012
Buddin, Glenn	1	Yes					x			
* Bush, Lauraleigh	1						x			January 2013
Denny, Keith	1						x			
* Dobson, Jeannie	1								ARTS	January 2013
* Eldridge, David	1						x			January 2013
Fuller, Donald	1	Yes					x			
Hehir, Michael	1	Yes					x			December 2012
* Jacobson, Maria	1							x		January 2013
Lengyel, Edward	1	Yes					x			
Little, John	1	Yes					x			
* Lovely, Linda	1						x			May 2012
* Lyle, John David	1	YES	Yes				PLAN			December 2012
MacLeod, Steven	1					x	x			
Martin, Lynn	1	Yes					x			
McKibben, James	1					x				
* McMahan, Marie	1							x		Decreber 2012
* Mouw, James W.	1			x	x	x	x			November 2012
Owen, Donald	1	Yes					x			
* Phyllis, Darren	1					x	x		x	December 2012
Smith, Charles	1	Yes				x	x			
* Soper, Phillip	1						x			May 2012
Watson, Susan	1						x			
Allen, John W.	2	NO					x			
Champion, Alisa	2							x		
* Graham, William	2	Yes				x	x			May 2012
Hancox, Bradley	2						x			January 2013
Hedden, David	2						x			
King, Stanley	2	Yes				x	x			January 2013
* Lee, Andy	2		Yes			x	CONSER			November 2012
* Lee, Samuel	2		Yes				BZA			November 2012
* Lyle, Luther **	2	Yes	Yes						ARTS	October 2012
* Martin, Lisa	2							x		January 2013
* Miller, Thelma	2						x			October 2012
* Mize, Roger	2		Yes				AERO			December 2012
* Moss, Luther	2						x	x	x	May 2012
* Nichols, Berry **	2	Yes	Yes	x	x		BZA	x	x	May 2012
* Richards, Charles	2						x			January 2013
Rochester, Matt	2	NO				x				
Stephens, Kyle	2	Yes					x			
* Suddeth, Dan	2	Yes	Yes	AERO						
Wilbanks, Charles	2	Yes				x	x		x	
Wilson, Duane	2	Yes				x	x		x	
* Workman, Neal	2					x				October 2012
Adams, Brit	3	Yes					x			
* Day, Daniel	3		Yes					LIB		January 2013
* DuBose, Bob	3		Yes				BLDG			December 2012
* Gilster, William A.	3		Yes				PLAN			October 2012
* Greer, John Brian	3								x	January 2013
* Hetherington, Becky	3							x		August 2012

OCONEE COUNTY BOARD / COMMISSION / COMMITTEE CANDIDATE LISTING

	DX	AT LARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
* Horton, Laurel	3							x		January 2013
* Hughes, Ellis	3		Yes					LIB		December 2012
Littlefield, Gary	3		Yes		BZA					
Nicholson, Grant	3						x			
Roth, Doug	3	Yes					x			
* Bayliss, Brian	4					x	x			August 2012
* Bayliss, Peggy	4	Yes					x			May 2012
Cain, Richard	4	Yes					x			
* Dickson, Sammy	4		Yes				ECON			October 2012
* Dunn, Kenneth	4					x				May 2012
Linsin, Larry	4	Yes					x			
* McKee, Marty	4		Yes		BZA					November 2012
* Powell, Stanley	4				x	x				September 2012
* Sanders, Jenny	4						x			June 2012
* Willimon, Herbert	4		Yes		BLDG					December 2012
Ables, Frank	5						x			
* Blair, Gene	5		Yes				ECON			November 2012
* Carr, Deboarh	5						x	x		January 2013
* Chiles, Ronald	5		Yes	AERO						October 2012
* Gray, Michael	5	Yes	Yes	AERO						November 2012
* Honea, Ryan	5		Yes				PLAN			December 2012
* Hughes, Richard	5		Yes				BZA			December 2012
Mast, Samuel	5					x				
* McPheeters, Glen	5					x	x			December 2012
* McPheeters, Holly	5							x		January 2013
* Rockert, Paul	5	Yes	Yes		BZA					November 2012
* Richardson, Henry	5		Yes					ARTS		December 2012
* Taylor, Priscilla	5				x			x		October 2012
* Tollison, Harry	5		Yes			BLDG				October 2012

Mr. Workman submitted questionnaire. He currently serves on Building Codes Appeal Board HOWEVER he will complete his 2nd of two terms the end of 2012 and is not eligible for reappointment to the Building Codes Appeal Board. He may be appointed to another board and/or commission.

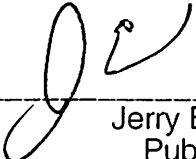
Areas of Interest [please check one or more]	Board/Commissions Applicable to Interests
Aeronautics	Aeronautics Commission
Public Safety, Health & Welfare	Anderson-Oconee Behavior Health Services Commission Emergency Services Commission
Regulatory	Building Codes Appeal Board Parks, Recreation & Tourism Commission Board of Zoning Appeals
Planning Activities	Appalachian Council of Governments Board of Directors Board of Zoning Appeals Capital Project Advisory Committee Conservation Bank Board Economic Development Commission Planning Commission Scenic Highway Committee
Education	Arts & Historical Commission Library Board
Tourism & Recreation	Arts & Historical Commission Parks, Recreation & Tourism Commission Scenic Highway Committee

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

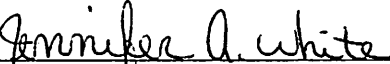
**IN RE: Oconee County Council
 Public Hearing for Ordinance 2012-34**

BEFORE ME the undersigned, a Notary Public for the State and County above named, this day personally came before me, Jerry Edwards, who being first duly sworn according to law, says that he is the Publisher 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 paper on January 5, 2013 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Jerry Edwards
Publisher

Subscribed and sworn to before me this
7th day of January A.D. 2013



Jennifer A. White
Notary Public for South Carolina
My Commission Expires: 05/18/2014

LEGALS

Thrift Broker, Inc.
 Property Address:
 Vacant land located on
 SW corner of Return
 Church Road and Wells
 Highway
 Tax Map #: 253-00-03-096
 Present Zoning:
 Un zoned
 Requested Zoning: HC-
 Highway Commercial
 All persons interested in
 the proposed are invited to
 attend this meeting.
 The Planning Commission may recommend approval or denial of these amendments or the Commission may take no action. Seneca City Council has final authority on any zoning amendments. For more information, contact 885-2726.

PUBLIC NOTICE

City of Seneca
 221 East North First St
 Seneca, SC 29679
 Request for Proposals
 The City of Seneca, Oconee County, South Carolina will receive sealed bids until 2:00 p.m. on Thursday, January 24, 2013 for Sewer Right-of-Way Rehabilitation.

PROJECT DESCRIPTION:
 Project #2013-001 IFB requests the rehabilitation of selected sewer right-of-way access points; replace portions of sewer lines; installation of precast concrete piers; install precast manholes; and associated appurtenances.

DOCUMENTS AVAILABLE:
 Information packages about this 'Invitation for Bids' are available at the City of Seneca Municipal Building, 221 East North First Street, Seneca SC (M-F, 8am-5pm, EXCEPT CITY HOLIDAYS).

\$20.00 (non-refundable) per package is required.

SECURITY:
 Each Bid must be accompanied by a "Bid Bond".
 The successful bidder will be required to fur-

LEGALS

malities and technicalities so as to purchase in the best interest of the School District of Oconee County.

The Oconee County Council will hold a Public Hearing for Ordinance 2012-34 "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN" [Fair Play Overlay] on Tuesday, January 22, 2013 at 6:30 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC. Citizens wishing to speak regarding these ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

The Oconee County Council will hold a Public Hearing for Ordinance 2012-38 "AUTHORIZING THE SALE, BY OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY"), OF CERTAIN REAL PROPERTY AND IMPROVEMENTS THEREON (THE "PROPERTY"), AND THE GRANT BY THE COUNTY OF CERTAIN EASEMENTS AFFECTING REAL PROPERTY, OWNED BY THE COUNTY AND LOCATED IN THE CITY OF WALHALLA, SOUTH CAROLINA (THE "CITY"), TO OCONEE COURTHOUSE VENTURES, LLC (THE "COMPANY"), ALL PURSUANT TO AN AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY TO BE ENTERED INTO BY AND BETWEEN THE COUNTY AND THE COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF

LEGALS

AND AFFIRMING ALL PRIOR ACTS OF OCONEE COUNTY AND ITS OFFICERS AND ELECTED OFFICIALS WITH REGARD TO THE FOREGOING; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL DOCUMENTS, INSTRUMENTS OR CERTIFICATES NECESSARY OR DESIRABLE TO ACCOMPLISH THE FOREGOING; AND OTHER MATTERS RELATED THERETO" on Tuesday, January 22, 2013 at 6:30 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC. Citizens wishing to speak regarding these ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

HOROSCOPES

ARIES (March 21-April 19): make a commitment. Turn you off but also make you can learn. Focus in plan that will lead to plan that will refresh your mind. Sometimes it takes a little love you most to get by and you will bypass obstacles.
GEMINI (May 21-June 20): of whatever process you personal life. Unless you required of you in order you will stand still. Ulterior motives.
CANCER (June 21-July 20): you want to do and when emotions take over. Look acting positively, and keep mind. Confidence and inner strength.
LEO (July 23-Aug. 22): probably caught up with reflect on how you enter expect to accomplish. Your additional responsibility will be required.
VIRGO (Aug. 23-Sept. 22): be grateful for what's within chance to raise your price game plan and your business into a detour that is risk

SERVICE BEST LOCAL SERVICE

AUTOMOTIVE

Automotive Repair Service of Seneca



Your NAPA Auto Care Center

Hrs: 8:00-5:30 Monday-Friday

302 W. North

CARPENTRY

Fast Price Building Remodeling

- Home Maintenance of all types
- Metal Roofing
- Vinyl Siding
- Ceramic Tile
- Hardwood Floors
- Decks
- Handicap Modifications

"My customers help me feed my family & I appreciate them."

US Veterans discount

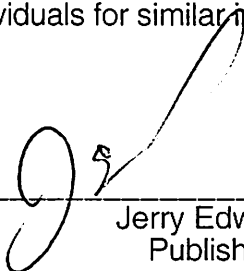
John

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

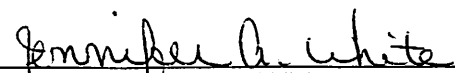
IN RE: Oconee County Council
 Public Hearing
 For Ordinance 2012-38

BEFORE ME the undersigned, a Notary Public for the State and County above named, this day personally came before me, Jerry Edwards, who being first duly sworn according to law, says that he is the Publisher 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 paper on January 5, 2013 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.




Jerry Edwards
Publisher

Subscribed and sworn to before me this
7th day of January A.D. 2013



Jennifer A. White
Notary Public for South Carolina
My Commission Expires: 05/18/2014



Oconee County
Council Office

T. Scott Moulder
Administrator

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

Phone: 864 718 1023
Fax: 864 718 1024

E-mail:
thulse@oconeesc.com

Paul Corbell
Vice Chairman
District I

Wayne McCall
District II

Archie Barron
District III

Joel Thrift
District IV
Chairman

Reginald T. Dexter
District V

.....LEGAL AD.....

**PLEASE ADVERTISE IN THE NEXT ISSUE
OF YOUR NEWSPAPER**

TO: DAILY JOURNAL [classadmgr@dailyjm.com]
DATE: January 3, 2013

The **Oconee County Council** will hold a Public Hearing for **Ordinance 2012-34** "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN" [*Fair Play Overlay*] on Tuesday, January 22, 2013 at 6:30 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

Citizens wishing to speak regarding these ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.



Beth Hulse

From: Beth Hulse
Sent: Thursday, January 03, 2013 3:25 PM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: Public Hearing 2012-34 - 1-22-13
Attachments: 010313 - PH 2012-34 - 01-22-13.doc

Please run at your earliest convenience.
THanks.

Elizabeth G. Hulse

Clerk to County Council

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

bhulse@oconeesc.com

www.oconeesc.com/council

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Beth Hulse

From: Beth Hulse
Sent: Thursday, January 03, 2013 3:26 PM
To: Andrew; Beth Hulse; Chad Dorsett; Greenville News (localnews@greenvillenews.com); Kevin; LaDonna Becker (ladonna@dailyjm.com); Michael Eads (meads@dailyjm.com); Ray Chandler; Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com)
Subject: Public Hearing: Ordinance 2012-34 on 1/22/13

The **Oconee County Council** will hold a Public Hearing for **Ordinance 2012-34 "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN" [Fair Play Overlay]** on Tuesday, January 22, 2013 at 6:30 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

Citizens wishing to speak regarding these ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Elizabeth G. Hulse

Clerk to County Council

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Beth Hulse

From: Beth Hulse
Sent: Thursday, January 03, 2013 3:32 PM
To: Andrew; Beth Hulse; Chad Dorsett; Greenville News (localnews@greenvillenews.com); Kevin; LaDonna Becker (ladonna@dailyjm.com); Michael Eads (meads@dailyjm.com); Ray Chandler; Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com)
Subject: Public Hearing: 2012-38 - 1/22/13

The **Oconee County Council** will hold a Public Hearing for Ordinance 2012-38 "AUTHORIZING THE SALE, BY OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY"), OF CERTAIN REAL PROPERTY AND IMPROVEMENTS THEREON (THE "PROPERTY"), AND THE GRANT BY THE COUNTY OF CERTAIN EASEMENTS AFFECTING REAL PROPERTY, OWNED BY THE COUNTY AND LOCATED IN THE CITY OF WALHALLA, SOUTH CAROLINA (THE "CITY"), TO OCONEE COURTHOUSE VENTURES, LLC (THE "COMPANY"), ALL PURSUANT TO AN AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY TO BE ENTERED INTO BY AND BETWEEN THE COUNTY AND THE COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE INCENTIVE AGREEMENTS BY AND BETWEEN THE COUNTY AND THE COMPANY FOR THE PURPOSES OF MAKING AVAILABLE TO THE COMPANY CERTAIN PROJECT INFRASTRUCTURE GRANT FUNDS, INCLUDING THE PROPERTY AND THE PROJECT IN A MULTI-COUNTY BUSINESS OR INDUSTRIAL PARK (THE "PARK"), AND MAKING AVAILABLE TO THE COMPANY CERTAIN SPECIAL SOURCE REVENUE CREDITS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR THE ESTABLISHMENT OF THE PARK WITH ONE OR MORE ADJOINING COUNTIES FOR THE PURPOSE OF INCLUDING THE PROPERTY AND THE PROJECT WITHIN THE PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COUNTY AND THE CITY RELATING TO THE INCLUSION OF THE PROPERTY AND THE PROJECT IN THE PARK AND THE DISTRIBUTION OF PARK REVENUES; AUTHORIZING, RATIFYING AND AFFIRMING ALL PRIOR ACTS OF OCONEE COUNTY AND ITS OFFICERS AND ELECTED OFFICIALS WITH REGARD TO THE FOREGOING; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL DOCUMENTS, INSTRUMENTS OR CERTIFICATES NECESSARY OR DESIRABLE TO ACCOMPLISH THE FOREGOING; AND OTHER MATTERS RELATED THERETO" on Tuesday, January 22, 2013 at 6:30 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

Citizens wishing to speak regarding these ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Elizabeth G. Hulse

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Oconee County
Council Office

T. Scott Maulder
Administrator

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

Phone: 864 718 1023
Fax: 864 718 1024

E-mail:
bhulse@oconeesc.com

Paul Corbell
Vice Chairman
District I

Wayne McCall
District II

Archie Barron
District III

Joel Thrift
District IV
Chairman

Reginald T. Dexter
District V



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**PLEASE ADVERTISE IN THE NEXT ISSUE
OF YOUR NEWSPAPER**

TO: DAILY JOURNAL [classadmgr@dailyjm.com]
DATE: November 26, 2012

The **Oconee County Council** will hold a Public Hearing for Ordinance 2012-38 "AUTHORIZING THE SALE, BY OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY"), OF CERTAIN REAL PROPERTY AND IMPROVEMENTS THEREON (THE "PROPERTY"), AND THE GRANT BY THE COUNTY OF CERTAIN EASEMENTS AFFECTING REAL PROPERTY, OWNED BY THE COUNTY AND LOCATED IN THE CITY OF WALHALLA, SOUTH CAROLINA (THE "CITY"), TO OCONEE COURTHOUSE VENTURES, LLC (THE "COMPANY"), ALL PURSUANT TO AN AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY TO BE ENTERED INTO BY AND BETWEEN THE COUNTY AND THE COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE INCENTIVE AGREEMENTS BY AND BETWEEN THE COUNTY AND THE COMPANY FOR THE PURPOSES OF MAKING AVAILABLE TO THE COMPANY CERTAIN PROJECT INFRASTRUCTURE GRANT FUNDS, INCLUDING THE PROPERTY AND THE PROJECT IN A MULTI-COUNTY BUSINESS OR INDUSTRIAL PARK (THE "PARK"), AND MAKING AVAILABLE TO THE COMPANY CERTAIN SPECIAL SOURCE REVENUE CREDITS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR THE ESTABLISHMENT OF THE PARK WITH ONE OR MORE ADJOINING COUNTIES FOR THE PURPOSE OF INCLUDING THE PROPERTY AND THE PROJECT WITHIN THE PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COUNTY AND THE CITY RELATING TO THE INCLUSION OF THE PROPERTY AND THE PROJECT IN THE PARK AND THE DISTRIBUTION OF PARK REVENUES; AUTHORIZING, RATIFYING AND AFFIRMING ALL PRIOR ACTS OF OCONEE COUNTY AND ITS OFFICERS AND ELECTED OFFICIALS WITH REGARD TO THE FOREGOING; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL DOCUMENTS, INSTRUMENTS OR CERTIFICATES NECESSARY OR DESIRABLE TO ACCOMPLISH THE FOREGOING; AND OTHER MATTERS RELATED THERETO" on Tuesday, January 22, 2013 at 6:30 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

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Beth Hulse

From: Beth Hulse
Sent: Thursday, January 03, 2013 3:31 PM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: Public Hearing 2012-38 - 1/22/13
Attachments: 010313 - PH 2012-38 - 01-22-13.doc

Please run at your earliest convenience.
Thanks.

Elizabeth G. Hulse
Clerk to County Council

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