



AMENDED AGENDA

OCONEE COUNTY COUNCIL MEETING

September 5, 2017

6:00 PM

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

Call to Order

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

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

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

Approval of Minutes

- August 15, 2017 Regular Meeting

Administrator Report & Agenda Summary

Public Hearings for the Following Ordinances

Ordinance 2017-19 “AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND TO INCLUDE CERTAIN PROPERTY NOW OR TO BE OWNED BY A COMPANY KNOWN TO THE COUNTY AT THIS TIME AS “PROJECT EXODUS” OR ITS ASSIGNEE, AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS 1976, SECTION 4-1-170 ET SEQ., AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE ALLOCATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX; AND MATTERS RELATED THERETO.”

Third Reading of the Following Ordinances

Ordinance 2017-19

[see caption above]

Second Reading of the Following Ordinances

Ordinance 2017-18 “AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY AND AN ENTITY KNOWN FOR THE TIME BEING AS “PROJECT MAXWELL,” WHEREBY OCONEE COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX ARRANGEMENT WITH PROJECT MAXWELL AND PROVIDING FOR PAYMENT BY PROJECT MAXWELL OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.”

- *Caption has been revised since first reading.*

Ordinance 2017-20 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE FOOTHILLS ALLIANCE AS LESSEE; AND OTHER MATTERS RELATED THERETO.”

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.

Ordinance 2017-21 “AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO DUKE ENERGY CAROLINAS, LLC FOR THE PURPOSE OF LOCATING AND MAINTAINING ELECTRIC AND/OR COMMUNICATION FACILITIES ON COUNTY-OWNED PROPERTY; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2017-22 “AN ORDINANCE AMENDING ARTICLE III OF CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, NAMELY AS TO THE ELIMINATION OF THE SCENIC HIGHWAY COMMITTEE AND THE SUBSTITUTION OF THE PLANNING COMMISSION TO CARRY OUT ALL DUTIES AND FUNCTIONS FORMERLY BELONGING TO THE SCENIC HIGHWAY COMMITTEE; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2017-23 “AUTHORIZING THE ISSUANCE AND SALE OF A NOT EXCEEDING \$530,000 GENERAL OBLIGATION REFUNDING BOND (KEOWEE FIRE TAX DISTRICT), SERIES 2017, OF OCONEE COUNTY, SOUTH CAROLINA FOR THE PURPOSE OF REFUNDING THE COUNTY’S GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT), SERIES 2007; FIXING THE FORM AND DETAILS OF THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BOND; AND OTHER MATTERS RELATING THERETO.”

Ordinance 2017-24 “AN ORDINANCE AUTHORIZING THE TRANSFER OF COUNTY-OWNED REAL PROPERTY, LOCATED WITHIN THE GOLDEN CORNER COMMERCE PARK, COMPRISING APPROXIMATELY 22 ACRES, TO THE OCONEE ECONOMIC ALLIANCE FOR THE PURPOSE OF CONSTRUCTION OF A “SPECULATIVE BUILDING” FOR INDUSTRIAL OR BUSINESS USE IN ORDER TO PROMOTE INCREASED OPPORTUNITIES FOR ECONOMIC GROWTH AND DEVELOPMENT WITHIN THE COUNTY; AND OTHER MATTERS RELATED THERETO.”

First Reading of the Following Ordinances

First & Final Reading for the Following Resolutions

Discussion Regarding Action Items

Millage Proposal for Tax Year 2017 / Ms. Christy Hubbard, Oconee County Auditor

Engineering Services for Landfill Remediation / Solid Waste / \$107,128.00

Assigned Solid Waste Reserve: **\$1,692,200** Project Cost: **\$107,128** Balance Solid Waste Reserve: **\$1,585,072**

At the January 17, 2017 Council meeting, Council approved the award of RFP 16-09 to Smith Gardner, Inc., for Engineering Services for Solid Waste. The Solid Waste department wishes to contract with Smith Gardner to provide engineering services for one remediation project for the closed Five Forks Landfill and two remediation projects for the closed Class 3 Seneca Landfill that were mandated by DHEC.

- Additional Groundwater Monitoring Wells, Five Forks Landfill – the installation of two additional groundwater monitoring wells for \$10,048.00.
- Landfill Gas Remediation Plan, Seneca Landfill – This includes an investigation into improving the performance of the existing gas extraction system and the installation of a passive LFG vent trench for \$39,070.00.
- Implementation of PlumeStop for 250 ft. Pilot Study, Seneca Landfill – This study was set forth in the Corrective Action Plan approved by DHEC for a pilot study of implementing the selected remedy, PlumeStop (Liquid Activated Carbon) enhanced bioremediation for approximately 250 feet to determine the effectiveness of this type of barrier system, prior to the installation of a full scale system for \$58,010.00.

It is the staff’s recommendation that Council approve the total award of \$107,128.00 to Smith Gardner, Inc., of Raleigh, NC for engineering services for the three projects listed above.

Sole Source Award to Regenesis BioRemediation Products, Inc. / Solid Waste / \$269,500.00

Assigned Solid Waste Reserve: **\$1,585,072** Project Cost: **\$269,500** Balance Solid Waste Reserves: **\$1,315,572**

The Solid Waste Department has received a recommendation from Smith Gardner, Inc., the firm under contract to provide all Solid Waste Engineering services, to utilize Regenesis BioRemediation Products, Inc. for the implementation of PlumeStop for the 250 foot pilot study set forth in the Corrective Action Monitoring Plan for remediation required for the Seneca Landfill by DHEC. The proposal from Regenesis includes Design Verification Testing for \$7,500, providing the remediation products (PlumeStop and HRC-X – Hydrogen Release Compound Extended Release) for \$133,056.67, and the application services for \$128,943.33, to insure that these proprietary products are used correctly. Smith Gardner, Inc, will provide on-site engineering services to oversee this entire process.

It is the staff's recommendation that Council approve the award to Regenesis BioRemediation Products, Inc, of San Clemente, CA, in the amount of \$269,500.00 as a sole source to provide the remediation products and their application for the Seneca Landfill.

Approval to seek bids for purchase of Rock Quarry Crushing Plant and Ancillary expenses

Discussion of extension of due diligence / "review period" and closing deadlines in relation to the Old Courthouse Renovation. The developer requests an extension until October 30, 2017.

Board & Commission Appointments *(IF ANY)* [Seats listed are all co-terminus seats]

Building Codes Appeal Board.....	1 At Large Seat
Conservation Bank Board.....	District II
Board of Zoning Appeals.....	District V
Agricultural Advisory Board.....	District III

Unfinished Business *[to include Vote and/or Action on matters brought up for discussion, if required]* [None scheduled.]

New Business *[may include items which may be scheduled for final action at a future meeting, if required]* [None scheduled.]

Council Committee Reports [None scheduled.]

Executive Session

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

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

[1] "to receive legal advice and discuss a contractual matter related to infrastructure located on and/or serving the Golden Corner Commerce Park."

[2] "to receive legal advice and discuss employment / personnel matters related to work force reduction and the Treasurer and Auditor's office and discuss employment/personnel matter related to the assessor office."

Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.

ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2017-19**

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND TO INCLUDE CERTAIN PROPERTY NOW OR TO BE OWNED BY A COMPANY KNOWN TO THE COUNTY AT THIS TIME AS “PROJECT EXODUS” OR ITS ASSIGNEE, AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS 1976, SECTION 4-1-170 ET SEQ., AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE ALLOCATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX; AND MATTERS RELATED THERETO.

WHEREAS, Pickens County (“Pickens County”) and Oconee County (“Oconee County”) each a “County” and together the “Counties,” are authorized under Article VIII, Section 13 of the South Carolina Constitution and Chapter 1 of Title 4, Code of Laws of South Carolina 1978, as amended (the “Act”) to jointly develop an industrial or business park within the geographical boundaries of one or more of the member counties; and

WHEREAS, a company known to the Counties at this time as “Project Exodus” (the “Company”) has requested that Pickens County assist the Company with respect to its economic development project in Pickens County (the “Project”), in order to facilitate certain incentives offered to the Company by the County, by placing the Project in a joint county industrial and/or business park (the “Park”) pursuant to Section 4-1-170 of the Act by and through a joint industrial and business park agreement with respect to the Park with Oconee County (the “Park Agreement”); and

WHEREAS, Pickens County has asked that Oconee County, by and through the Oconee County Council, enter into the Park Agreement and to cause the Project property described on Exhibit A attached hereto to be included in the Park; and

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL:

SECTION I. Pursuant to the Act, Oconee County is hereby authorized to execute and deliver a written agreement to develop jointly an industrial and business park (the “Park”) with Pickens County. The form, terms and provisions of the Park Agreement presented at this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if

the Park Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council be and they are authorized, empowered and directed to execute, acknowledge and deliver the Park Agreement to Pickens County in the name and on behalf of Oconee County. The Park Agreement is to be in substantially the form now before the meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of Oconee County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Park Agreement now before the meeting; and as shall not be materially adverse to Oconee County.

SECTION II. The premises of the Park is to be located initially within the boundaries of Pickens County; however, premises may be added within Oconee County in accordance with the Park Agreement and the provisions of the Act.

SECTION III. To the extent permitted under South Carolina law, the maximum tax credits allowable by Section 12-6-3360 of the Code of Laws of South Carolina, 1976, as amended or any successor statute, will apply to any business enterprise locating in the Park.

SECTION IV. Any business enterprise locating in the Park shall pay a fee-in-lieu of *ad valorem* taxes as provided for in the Park Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. Payments shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. Oconee County, acting by and through the Oconee County Tax Collector, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes for Park properties located within Oconee County.

SECTION V. The user fee paid in lieu of *ad valorem* taxes shall be paid to the county treasurer for the County in which the Park property is located. That portion of the fees from the Park properties located in Oconee County allocated pursuant to the Park Agreement to Pickens County shall be paid by the Oconee County Treasurer to the Pickens County Treasurer within fifteen (15) business days following the end of the calendar quarter of receipt for distribution to the Pickens County Taxing Entities in accordance with the Park Agreement.

SECTION VI. The administration, development, promotion, and operation of the various portions of the Park shall be the responsibility of the respective County in which each such portion of the Park is located. Provided, that to the extent any Park property is owned by a private developer, the developer may be responsible for development expenses set forth in the Park Agreement.

SECTION VII. In order to avoid any conflict of laws for ordinances between the Counties, the regulations or laws applicable to the various portions of the Park shall be those of the County in which such portion of the Park is located. Nothing herein shall be taken to supersede any state or federal law for regulation.

SECTION VIII. The Oconee County Sheriff's Department will have jurisdiction to make arrests and exercise all authority and power within the portions of the Park located within

Oconee County. Fire, sewer, water and EMS service will be provided by the service district or other political unit within whose jurisdiction the various portions of the Park are located.

SECTION IX. Should any section of this Ordinance be, for any reason, held void or invalid by any court or regulatory body of competent jurisdiction, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION X. The Park Agreement may not be terminated except by concurrent ordinances of Pickens County Council and Oconee County Council.

SECTION XI. This Ordinance shall be effective after third and final reading.

[Remainder of Page Left Blank]

Ordained this _____ day of _____, 2017

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick, Chairwoman of County
Council
Oconee County, South Carolina

(SEAL)

ATTEST:

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

First Reading: July 18, 2017
Second Reading: August 15, 2017
Third Reading: September 5, 2017
Public Hearing: September 5, 2017

in Section 4-1-170 and sets forth the entire agreement between the Counties and is intended to be binding on the Counties, their successors and assigns.

2. Location of the Park.

(a) As of the original execution and delivery of this Agreement, the Park initially consists of property located in Pickens County, as more particularly described on Exhibit A (Pickens) attached hereto (the "**Property**"), which is now or will be owned and/or operated by a company known to the Counties at this time as Project Exodus (the "**Project**"). It is specifically recognized and agreed that the Park may from time to time consist of non-contiguous properties within each County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by resolutions of the county councils of the Counties provided that in so enlarging or diminishing such boundaries, the Park shall consist of the Property as so enlarged or diminished.

(b) In the event that the Counties determine by duly adopted resolutions of their respective county councils to enlarge or diminish the boundaries of the Park, this Agreement shall be deemed to have been amended as of the date and time at which such resolutions are adopted, and there shall be attached hereto a revised Exhibit A (Pickens) or a revised Exhibit B (Oconee) which shall contain a legal description of the boundaries of the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the resolutions of the Oconee County Council and the Pickens County Council pursuant to which such enlargement or diminution was authorized.

3. Fee in Lieu of Taxes. In accordance with Section 13 of Article VIII of the South Carolina Constitution, any and all real and personal property located in the Park whether or not titled in the name of either County shall be exempt from *ad valorem* taxation; provided, however, the owners or lessees of any property situated in the Park shall hereby be required to pay an amount equal to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable if the property were not located within the Park, such in-lieu-of payments to be due and payable at the same time as *ad valorem* taxes are due.

4. Allocation of Expenses. Pickens County and Oconee County shall bear expenses incurred in connection with the Park, including, but not limited to, expenses relating to the planning, site preparation, development, construction, infrastructure, operation, maintenance, advertising and promotion of the Park, or the recruitment of industries, in the following proportions:

If the property is located in the portion of the Park within Pickens County:

- A. Pickens County - 100%
- B. Oconee County - 0%

If the property is located in the portion of the Park within Oconee County:

- A. Pickens County - 0%
- B. Oconee County - 100%

5. Allocation of Revenues. Pickens County and Oconee County shall receive an allocation of all revenues generated by the Park property through payment of fees-in-lieu of *ad valorem* property taxes or from any other source directly related to the Park in the following proportions:

If the property is located in the portion of the Park within Pickens County:

- A. Pickens County - 99%
- B. Oconee County - 1%

If the property is located in the portion of the Park within Oconee County:

- A. Pickens County - 1%
- B. Oconee County - 99%

With respect to such fees generated from properties located in the Pickens County portion of the Park, that portion of such fees allocated to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within fifteen (15) business days following the end of the calendar quarter of receipt for distribution. With respect to such fees generated from properties located in the Oconee County portion of the Park, that portion of such fees allocated to Pickens County shall thereafter be paid by the Treasurer of Oconee County to the Treasurer of Pickens County within fifteen (15) business days following the end of the calendar quarter of receipt for distribution.

6. Issuance of Bonds. The Counties may issue joint development bonds to fund and/or defray the expenses incurred in the development of the Park and shall have the power to enter jointly into leases and other contracts which are necessary or desirable for the development of the Park.

7. Allocation of Revenue Within Each County.

(a) Any and all revenues derived from the Park other than in respect of payment in-lieu-of *ad valorem* property taxes shall be distributed directly to Pickens County and Oconee County according to the proportions established in Paragraph 5, respectively, and shall and may be expended in any manner deemed appropriate by the County Council of each such County.

(b) Any and all revenues generated by the Park with respect to payments in-lieu-of *ad valorem* property taxes shall be distributed to the Counties according to the proportions established by Paragraph 5, respectively. All such revenue allocable to a County shall be distributed within that County to the entities which levy taxes or have taxes levied on their behalf in such County (herein respectively referred to as the "*Pickens County Taxing Entities*" and the "*Oconee County Taxing Entities*") in accordance with the one or more ordinances enacted or to be enacted by the County Council of each of the Counties (including the respective ordinances of the Counties which authorized the execution and delivery of this Agreement), and to no others.

8. Fees in Lieu of Ad Valorem Taxes and Special Source Revenue Credits. It is hereby agreed that the entry by Pickens County or Oconee County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code of Laws, or any successor or comparable statutes ("*Negotiated FILOT Agreements*"), or special source revenue credit agreements pursuant to Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws and Article VIII, Section 13 of the South Carolina Constitution, or any successor or comparable statutes or constitutional provisions ("*SSRC Agreements*"), with respect to Park properties located in the portion of the Park within either of the Counties, and the terms of such Negotiated FILOT Agreements and SSRC Agreements, shall be at the sole discretion of the County in which the Park property is located.

9. Assessed Valuation. In accordance with Section 4-1-170 of the Code of Laws, for the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of tax paying ability of each County pursuant to Section 59-20-20(3) Code of Laws, allocation of the assessed value of all property located within the Park to each County and to each of the Pickens County Taxing Entities and Oconee County Taxing Entities, respectively, within each County shall be identical to the allocation of revenue distributed to each County in accordance with Paragraphs 5 and 7 above.

10. Applicable Ordinances and Regulations. Any applicable ordinances and regulations of Pickens County including zoning, health and safety, and building code requirements shall apply to the Park properties located in the portion of the Park within Pickens County, unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Oconee County including zoning, health and safety, and building code requirements shall apply to the Park properties located in the portion of the Park within Oconee County, unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located within the portion of the Park in Pickens County is vested with the Sheriff's Department of Pickens County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located within the portion of the Park in Oconee County is vested with the Sheriff's Department of Oconee County. If any of the Park properties located in either Pickens County or Oconee County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

12. Governing Law. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with, South Carolina law.

13. Severability. In the event and to the extent (and only to the extent) that any, or any part of, 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, all of which are hereby deemed severable.

14. Counterpart Execution. This Agreement may be executed in multiple counterparts.

15. Term; Termination. This Agreement shall extend for a term through December 31, 20___, or such later date as shall be specified in any amendment hereto. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent Pickens County or Oconee County has outstanding, contractual commitments, covenants or agreements to any owner or lessee of Park property, including, but not limited to, the Project, as any agreement containing such commitments or covenants may be amended, modified or supplemented from time to time, or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the county in which such property is located shall first obtain (i) the consent in writing of such owner or lessee and (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective as of the termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Oconee County and Pickens County have caused this Agreement to be duly executed by their duly authorized officials as of the day and year first above written.

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Roy Costner, Chairman of County Council
Pickens County, South Carolina

(SEAL)

ATTEST:

By: _____
Crystal Alexander, Clerk to County Council
Pickens County, South Carolina

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick, Chairwoman of County
Council
Oconee County, South Carolina

(SEAL)

ATTEST:

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

EXHIBIT A (PICKENS)

Pickens County Park Properties

Real property described as having tax parcel number 4087-12-97-7380

EXHIBIT B (OCONEE)

Oconee County Park Properties

None

**STATE OF SOUTH CAROLINA
OCONEE COUNTY**

ORDINANCE 2017-18

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY AND AN ENTITY KNOWN FOR THE TIME BEING AS "PROJECT MAXWELL," WHEREBY OCONEE COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX ARRANGEMENT WITH PROJECT MAXWELL AND PROVIDING FOR PAYMENT BY PROJECT MAXWELL OF CERTAIN FEES-IN-LIEU OF *AD VALOREM* TAXES; PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the "County") would like to enter into a Fee-in-Lieu of Tax Agreement with a company known for the time being as "Project Maxwell," (the "Company") as the Company has expressed its intent to the County to expand its capital investment in Oconee County and hire additional full-time employees in Oconee County, in connection with various projects;

WHEREAS, the County previously entered into that certain Fee-in-Lieu of Tax Agreement with the Company, whereby the Company proposed to engage in a manufacturing business and acquired and developed a manufacturing project (the "Initial Project");

WHEREAS, the County previously entered into that certain Amended and Restated Fee-in-Lieu of Tax Agreement with the Company, whereby the Company proposed to engage in a manufacturing business and acquired and developed a manufacturing project as an expansion of the Initial Project;

WHEREAS, the Company has expanded, and proposes to further expand, its manufacturing operations in the County (the "2017 Expansion Project");

WHEREAS, as a result of the Company's proposed expansion of its manufacturing operations in the County, the Company has requested that the County enter into a new Fee-in-Lieu of Tax Agreement in connection with the 2017 Expansion Project, in an effort to encompass the terms of the currently contemplated expansion and subsequent expansions in the County;

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "FILOT Act"), to designate real and tangible personal property as "economic development property" and to enter into an arrangement which provides for payments-in-lieu of taxes ("Negotiated FILOT Payments") for a

project qualifying under the FILOT Act;

WHEREAS, the County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the “MCIP Act”) to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the MCIP Act and to permit investors to claim special source credits against their Negotiated FILOT Payments to reimburse such investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprises in order to enhance the economic development of Oconee County (“Infrastructure Improvements”); and to create, in conjunction with one or more other counties, a multi-county park (“MCIP”) in order to afford certain enhanced tax credits to investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of the County and to facilitate the grant of special source or other infrastructure improvement credits;

WHEREAS, the Company proposes to expand its facility in the County by acquiring, constructing, equipping and furnishing machinery, equipment and other real and personal property (the “Negotiated FILOT Project”) which the Company has represented will consist of additional capital investment and employment for new, full-time employees;

WHEREAS, the Negotiated FILOT Project is located entirely within the County and will be included in and subject to the multi-county park and fee-in-lieu of tax arrangements as described herein;

WHEREAS, the County has made specific proposals, including proposals to offer certain economic development incentives set forth herein, for the purpose of inducing the Company to invest its funds to acquire and equip the Negotiated FILOT Project (the “Incentives”); and

WHEREAS, it is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County Council provide approval for qualifying the Negotiated FILOT Project under the FILOT Act and the entire Negotiated FILOT Project under the MCIP Act for the Incentives.

NOW, THEREFORE, BE IT ORDAINED by the County Council as follows:

Section 1. Evaluation of the Negotiated FILOT Project. County Council has evaluated the Negotiated FILOT Project on the following criteria based upon the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue, as required:

- (a) whether the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;

- (b) the anticipated dollar amount and nature of the investment to be made; and
- (c) the anticipated costs and benefits to the County.

Section 2. Findings by County Council. Based upon information provided by and representations of the Company, County Council's investigation of the Negotiated FILOT Project, including the criteria described in Section 1 above, and the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue, as required, County Council hereby finds that:

- (a) the Negotiated FILOT Project constitutes a "project" as that term is defined in the FILOT Act;
- (b) the Negotiated FILOT Project will serve the purposes of the FILOT Act;
- (c) the Negotiated FILOT Project will be located entirely within the County;
- (d) the Negotiated FILOT Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;
- (e) the Negotiated FILOT Project will not give rise to a pecuniary liability of the County nor a charge against its general credit or taxing power;
- (f) the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;
- (g) the inducement of the location of the Negotiated FILOT Project is of paramount importance; and
- (h) the benefits of the Negotiated FILOT Project to the public are greater than the costs to the public.

Section 3. Fee-in-Lieu of Tax Arrangement. Pursuant to the authority of the FILOT Act, the qualifying Negotiated FILOT Project is designated as "economic development property" under the FILOT Act and there is hereby authorized a fee-in-lieu of taxes arrangement with the Company which will provide Negotiated FILOT Payments to be made with respect to the Negotiated FILOT Project based upon a 6% assessment ratio and a millage rate of the millage rate in effect at the Negotiated FILOT Project site, for all taxing entities, on June 30, 2017, which the parties hereto believe to be 215.0, all as more fully set forth in the Fee-in-Lieu of Tax Agreement by and between the County and the Company (the "FILOT Agreement").

Section 4. Special Source Revenue Credits. After the identification of qualifying Infrastructure Improvements located solely within the County and the costs thereof to the satisfaction of the County, the County will provide to the Company special source revenue or infrastructure improvement credits ("SSRCs") under the MCIP Act (i) in the amount of 35% of

fee-in-lieu payments made under the FILOT Agreement for the Negotiated FILOT Project in the MCIP (defined below) not exceeding a period of thirty (30) years; and (ii) an additional SSRC in the amount of \$9,000.00 for the Negotiated FILOT Project in the MCIP (defined below) per year for a period of thirty (30) years (provided for so long as the Company or any of its affiliates occupies the former [*to be inserted on third reading*] building owned by [*to be inserted on third reading*]).

Section 5. Execution of the FILOT Agreement. The form, terms and provisions of the FILOT Agreement presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such FILOT Agreement were set out in this Ordinance in its entirety. The Chair of the County Council and the Clerk of the County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the FILOT Agreement in the name and on behalf of the County, and thereupon to cause the FILOT Agreement to be delivered to the Company. The FILOT Agreement is to be in substantially the form now before this meeting and hereby approved, together with any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of FILOT Agreement now before this meeting.

Section 6. Miscellaneous.

- (a) The Chair and all other appropriate officials of the County are hereby authorized to execute, deliver and receive any other agreements and documents as may be required by the County in order to carry out, give effect to and consummate the transactions authorized by this Ordinance.
- (b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.
- (c) This Ordinance shall become effective immediately upon approval following third reading by the County Council.
- (d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.
- (e) All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 7. Allocation of MCIP FILOT Revenues. (a) By separate ordinance of the County Council, the County, in cooperation with Pickens County (the "Partner County"), has designated or will designate the site of the Negotiated FILOT Project as an MCIP pursuant to Article VIII, Section 13 of the Constitution of South Carolina, the MCIP Act, and the terms of

the Agreement for Development of Joint County Industrial and Business Park (the “MCIP Agreement”). In the FILOT Agreement, the County will agree to maintain such designation for a term of at least thirty (30) years for all phases.

(b) Pursuant to the terms of the MCIP Act and the MCIP Agreement, the County hereby provides that for thirty (30) years, commencing the first year in which property that is a part of the Negotiated FILOT Project will be placed in service, the annual allocation of the fee-in-lieu of *ad valorem* taxes revenue generated by the Negotiated FILOT Project in the MCIP and payable to the County in accordance with the terms of the MCIP Agreement, after deducting any amounts distributed to the Partner County, and any amounts due to the Company as a credit in accordance with the FILOT Agreement will be distributed to the County and the other overlapping taxing entities levying taxes at the Project site, as set forth in greater detail in the ordinance authorizing the MCIP Agreement or in other appropriate ordinance of the County.

[Signature Page to Follow]

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Name: Edda Cammick

Title: Chair, Oconee County Council

ATTEST:

By: _____

Name: Katie Smith

Title: Clerk to Oconee County Council

First Reading: August 15, 2017

Second Reading: September 5, 2017

Public Hearing: _____, 2017

Third Reading: _____, 2017

[Signature Page to Ordinance]

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2017-20

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE FOOTHILLS ALLIANCE AS LESSEE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and

WHEREAS, the County desires to execute and enter into a Real Property Lease Agreement (the “Lease”) with The Foothills Alliance (“Lessee”) in relation to certain real property, including all improvements thereon, located at 102 Lura Lane, Walhalla, South Carolina, as shown on Exhibit “A” attached hereto (the “Premises”); and

WHEREAS, Lessee endeavors to use the Premises for various programs centered around providing support to those impacted by physical and/or psychological abuse and trauma; and

WHEREAS, the Premises are suitable for the uses proposed by Lessee; and

WHEREAS, the Oconee County Council (the “Council”) has reviewed the form of the Lease, attached hereto as Exhibit “B,” and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

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

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit “B,” attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2017.

ATTEST:

Clerk to Oconee County Council
Katie Smith

Edda Cammick
Chair, Oconee County Council

First Reading: August 15, 2017
Second Reading: September 5, 2017
Third Reading: _____
Public Hearing: _____

EXHIBIT A

See Attached

EXHIBIT B

To Be Provided

BOUNDARY SURVEY FOR

OCONEE COUNTY

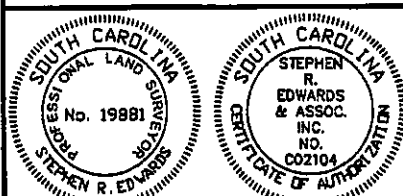
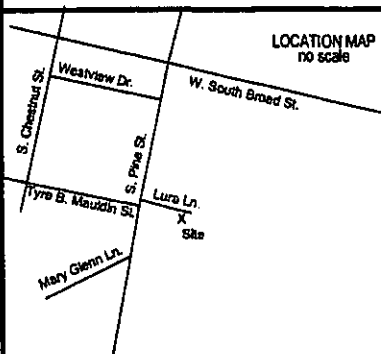
TOWN OF WALHALLA, OCONEE COUNTY, SOUTH CAROLINA

STEPHEN R. EDWARDS & ASSOCIATES, INC.

1432 W. MAIN ST. - WEST UNION, S.C. - 29696
(864) 718-1120

DATE: 06-26-2017

JOB NUMBER: 17-149



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

Stephen R. Edwards
STEPHEN R. EDWARDS PLS NO. 19881

EXEMPTION FROM REVIEW PROCESS

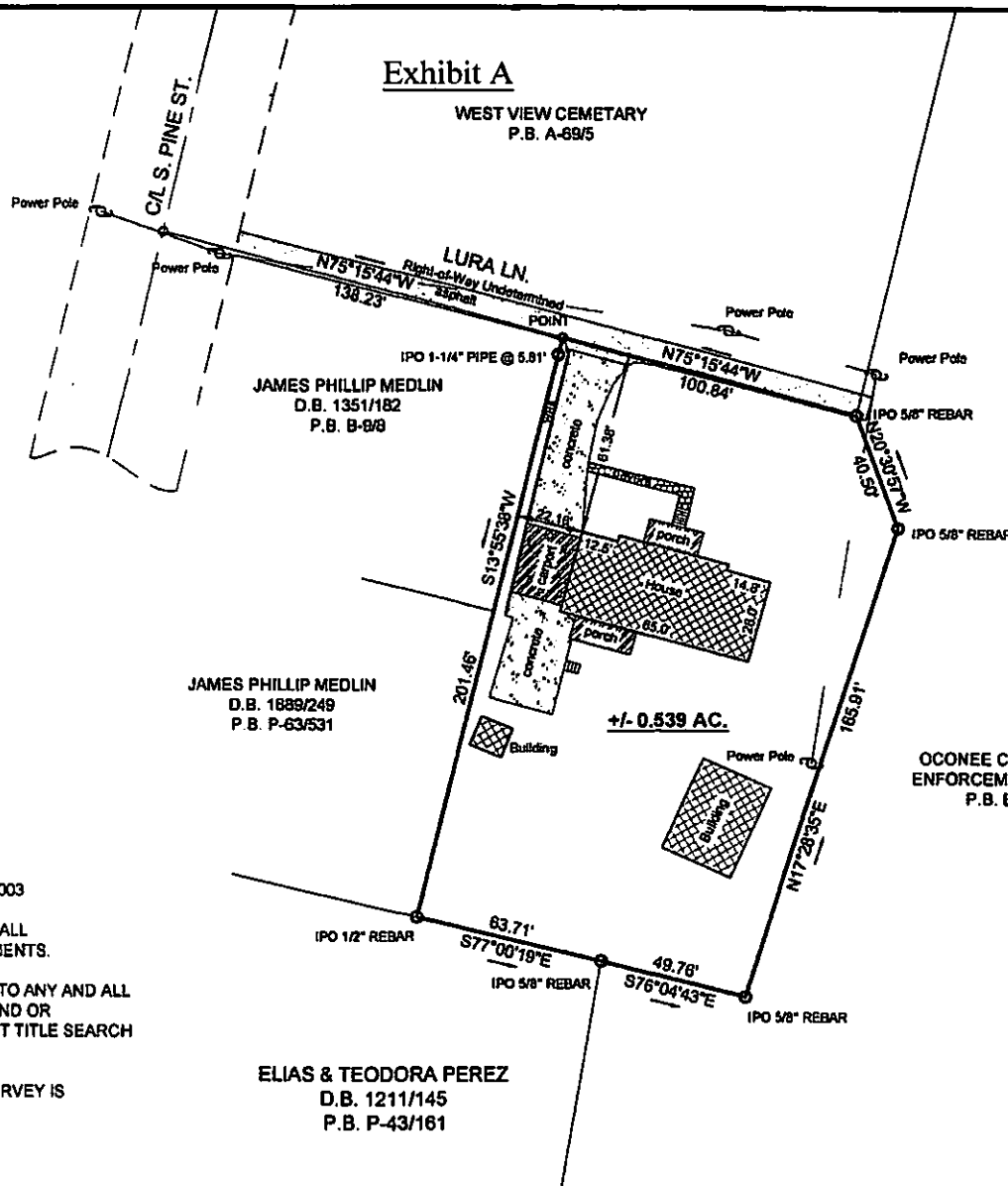
THIS PLAT IS A RESURVEY OF AN EXISTING PARCEL OF RECORD WITH NO CHANGES TO EXISTING PROPERTY LINES.

SE



Exhibit A

WEST VIEW CEMETARY
P.B. A-69/5



NOTES

- 1) REFERENCES
-D.B. 2010 PG. 39
-P.B. B-147 PG. 5
-TAX MAP NUMBER: 500-19-01-003
- 2) ACREAGE SHOWN INCLUDES ALL RIGHT-OF-WAYS AND OR EASEMENTS.
- 3) THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHT-OF-WAYS AND OR RESTRICTIONS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
- 4) ANY WARRANTY FOR THIS SURVEY IS NON-TRANSFERABLE.

ELIAS & TEODORA PEREZ
D.B. 1211/145
P.B. P-43/161

EXHIBIT B

REAL PROPERTY LEASE AGREEMENT

between

THE COUNTY OF OCONEE, SOUTH CAROLINA

as Lessor

and

THE FOOTHILLS ALLIANCE

as Lessee

REAL PROPERTY LEASE AGREEMENT

THIS REAL PROPERTY LEASE (“Lease”) is made and entered into by **THE COUNTY OF OCONEE, SOUTH CAROLINA**, as lessor (“Lessor”) and **THE FOOTHILLS ALLIANCE** as lessee (“Lessee”), dated as of _____, 2017 (the “Lease Commencement Date”).

RECITALS:

WHEREAS, Lessor is the owner of that certain real property, including all improvements thereon, located at 102 Lura Lane, Walhalla, South Carolina, as shown and designated as on the Boundary Survey prepared by Stephen Edwards, PLS #19881, dated June 26, 2017, and recorded in Plat Book _____ at Page _____, records of Oconee County, said survey being attached hereto as Exhibit “A” (the “Premises”); and

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the Premises; and

WHEREAS, Lessee desires to lease the Premises from Lessor for various programs centered around providing support to those impacted by physical and/or psychological abuse and trauma.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

ARTICLE 1 - DEMISE OF PREMISES

Section 1.1. Premises. Lessor, for and in consideration of the rents, covenants, and conditions herein set forth, does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Premises, subject to all easements, restrictions, rights of way, and encroachments of record and subject to the terms, conditions, and provisions hereof.

Section 1.2. Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon paying the rent herein provided and observing and keeping the covenants, conditions, and terms of this Lease on Lessee’s part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Premises during the “Term” (as hereinafter defined) of this Lease without hindrance of Lessor or any person claiming under Lessor. Notwithstanding the foregoing, Lessee’s rights established under this Lease are subject to Lessor’s rights to use the Premises as provided herein. Lessor hereby retains the right to enter upon and inspect the Premises at reasonable times and upon reasonable notice; and, Lessor further reserves the right to enter upon the Premises, without prior notice, in the event of an emergency condition or situation, as reasonably determined by Lessor.

ARTICLE 2 - LEASE TERM

Section 2.1. Lease Term. The term of this Lease (the “Term”) shall commence on the Lease Commencement Date and shall continue through the day immediately preceding the tenth (10th) anniversary of the Lease Commencement Date, unless earlier terminated as provided herein.

Section 2.2. Reversion. At the expiration or earlier termination of this Lease, whether by default, eviction, or otherwise, all improvements/infrastructure existing upon the Premises shall, without compensation to Lessee or any other party, then become or remain, as the case may be, the sole property of Lessor or Lessor’s designee, free and clear of all claims to or against them by Lessee or any third person attributable to Lessor or Lessee, and all claims, liens, security interests, and encumbrances, other than those claims that are attributable to any act or omission of Lessor or

created hereafter in accordance with the terms of this Lease. All alterations, improvements, additions, and utility installations which may be made on the Premises shall be the property of Lessor and shall remain upon and be surrendered with the Premises at the expiration or earlier termination of this Lease. Notwithstanding the foregoing, any machinery or equipment owned by Lessee or any sublessee, other than that which is permanently affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Lessee or any sublessee, as may be applicable, and may be removed; provided, however, that Lessee removes or causes its removal prior to the expiration of the Lease or prior to the effective date of termination of the Lease, whichever is applicable.

ARTICLE 3 - RENT, TAXES, AND UTILITIES

Section 3.1. Rent. In consideration for use of the Premises, Lessee shall pay Lessor the sum of ten dollars (\$10.00) upon execution of the Lease as rent for the full Term of the Lease.

Section 3.2. Taxes. Lessee shall be responsible for any and all taxes, fees, assessments, and charges, if any, that are attributable to the Premises and the improvements and activities located thereon during the Term.

Section 3.3. Utilities. Lessee shall be responsible for all charges incurred for water, heat, gas, electricity, trash disposal, and any and all other utilities used by Lessee at Premises.

Section 3.4. No Security Deposit. No security deposit is required hereunder.

Section 3.5. Costs. It is the intent of the parties, except as otherwise provided in this Lease, that Lessee pay all costs, charges, insurance premiums, taxes, utilities, expenses, and assessments arising during the Term of every kind and nature incurred for, against, or in connection with the Premises.

ARTICLE 4 - USE OF PREMISES

Section 4.1. Permitted Uses. Lessor shall allow Lessee, its agents, employees, successors, assigns, and sublessees to use the Premises for various programs centered around providing investigation and support to those impacted by physical and/or psychological abuse and trauma, including child abuse prevention, education, and counseling; child advocacy; and sexual trauma services for both children and adults (collectively, the "Permitted Uses"). Lessee and its sublessees, successors, and assigns shall only use the Premises for the Permitted Uses unless written consent for any other purpose is given by the Lessor, which consent shall not be unreasonably withheld.

ARTICLE 5 – HAZARDOUS MATERIALS

Section 5.1. Throughout the Term, Lessee and Lessee's employees, agents, sublessees, invitees, licensees, and contractors shall not cause, permit, or allow any substances, chemicals, materials, or pollutants (whether solid, liquid, or gaseous) deemed to be toxic or hazardous or the manufacture, storage, transport, or disposal of which is regulated, governed, restricted, or prohibited by any federal, state, or local agency or authority, or under any federal, state, or local law, ordinance, rule, or regulation related to the environment, health, or safety (collectively, "Environmental Laws"), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, hazardous substances, toxic substances, hazardous waste, asbestos, or asbestos containing materials (collectively, "Hazardous Materials"), to be handled, placed, stored, dumped, released, manufactured, used, transported, or located on, in, under, or about the Premises. Notwithstanding the foregoing, Lessee shall not be prohibited from handling, placing, storing,

using and transporting Hazardous Materials that are required to be used by Lessee consistent with the Permitted Uses, so long as such materials are handled, used, stored and transported in accordance with applicable laws and regulations.

Section 5.2. Lessee shall give Lessor immediate written notice of any problem, spill, discharge, threatened discharge, or discovery, or claim thereof, of any Hazardous Materials on or about the Premises.

ARTICLE 6 – IMPROVEMENTS

Section 6.1. Improvements and Alterations. Lessee shall not undertake to materially improve, alter, or change the exterior or interior of the Premises without prior written consent of Lessor. All alterations, additions, and improvements made in or to the Premises shall, unless otherwise provided by written agreement, be the property of Lessor and remain and be surrendered with the Premises, and Lessee waives all claim for damages to or loss of any property belonging to the Lessee that may be left in or upon the Premises, or which is attached thereto and/or becomes a fixture.

ARTICLE 7 – MAINTENANCE

Section 7.1. Maintenance, Repairs, and Upkeep Provided by Lessee. Lessee shall be responsible for all necessary repairs and maintenance to the exterior and interior of the Premises, including all structural, mechanical, electrical, plumbing, and building envelope components of the Premises. Lessee shall ensure that the interior and exterior of the Premises, including all landscaping, are kept in clean and sanitary condition and are neat and orderly in appearance. Lessee shall be responsible for any abuse or destruction of the Premises not due to ordinary wear and tear.

Section 7.2. As Is Condition of the Premises. The Premises is presented to Lessee by Lessor without representation or warranty as to the condition of the Premises in general, or as to Lessee's contemplated uses specifically, and Lessee is accepting the Premises as is, with all faults.

ARTICLE 8 – LIENS

Section 8.1. Prohibition of Liens. Lessee shall not suffer, create, or permit any mechanic's liens or other liens to be filed against the Premises, or any part thereof, by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee.

ARTICLE 9 – CONDEMNATION

Section 9.1. Condemnation. In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking or conveyance made in lieu thereof and Lessor and Lessee shall thereupon be released from any further duties or obligations hereunder. If a portion of the Premises is taken, or conveyance made in lieu thereof, then Rent shall be equitably apportioned according to the portion of Premises so taken, and Lessee shall, at its own expense, restore the remaining portion of Premises to operate as a Permitted Use. All compensation awarded or paid upon such a total or partial taking of Premises shall belong to and be the property of Lessor without any participation by Lessee; provided, however, Lessee shall have the right to pursue a

collateral action seeking recovery of its costs and expenses associated with the termination of the Lease.

ARTICLE 10 - ASSIGNMENT AND SUBLETTING

Section 10.1. Limitation on Assignment and Subletting. Lessee may not sell, assign, sublease, convey, or transfer all or substantially all of Lessee's interest in this Lease and the leasehold estate created hereby, without the prior written consent of Lessor, which consent will not be unreasonably withheld or delayed. Any assignment, sublease, conveyance, or transfer of Lessee's interest in this Lease shall be subject to compliance with the provisions of this Lease. In the event of an assignment, sale, or transfer of all, or substantially all, of Lessee's interest in this Lease, any such assignee, buyer, or transferee shall be required to assume in writing all of the Lessee's obligations and shall be bound by all of the terms of this Lease.

ARTICLE 11 – INSURANCE AND INDEMNITY

Section 11.1. Comprehensive Liability Insurance. Lessee shall maintain a policy of Comprehensive General Liability (CGL) insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of South Carolina, covering the use and activity contemplated by this Lease with combined single limits of no less than One Million and 00/100 (\$1,000,000) Dollars per occurrence and One Million and 00/100 (\$1,000,000) Dollars aggregate, with Two Million and 00/100 (\$2,000,000) Dollars umbrella coverage, by the terms of which Lessor and Lessee, and any holder of a mortgage on the Premises or Lessee's leasehold interest, are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises, or any structure thereon or any part thereof. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Lessor. A certificate of said insurance, together with proof of payment of the premium thereof shall be delivered to Lessor, and renewal certificates and proof of payment of premium therefor shall be delivered to Lessor not less than fifteen (15) days prior to the renewal date of any such insurance policies during the Term. Such insurance shall be cancelable only after thirty (30) days' prior written notice to Lessor and Lessee, and any holder of a mortgage on the Premises. In the event Lessee fails to timely pay any premium when due, Lessor shall be authorized to do so, and may charge all costs and expenses thereof, including the premium, to Lessee, to be paid by Lessee as additional rent hereunder.

Section 11.2. Fire and Property Insurance. Lessor shall, at its cost and expense and at all times during the Term, maintain in force a policy of insurance insuring the Premises and any improvements/infrastructure thereon against loss or damage by such perils as are covered under its policy with the South Carolina Insurance Reserve Fund.

Section 11.3. Waiver of Subrogation. Lessee and all parties claiming under it releases and discharges Lessor from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Premises or in connection with any improvements/infrastructure on or activities conducted on the Premises, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and shall evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided that in the case of

increased cost, Lessor shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

Section 11.4. Additional Insurance: Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's, guests, invitees, licensees, sublessees, or others entering the Premises, due to fire, theft, or any other damages, including any acts of nature. Lessor will maintain coverage as indicated in Section 11.2, but Lessee understands that such insurance does not cover personal property due to loss and that it is the Lessee's responsibility to obtain insurance to cover such property.

Section 11.5. Indemnification. Lessee hereby agrees to indemnify, protect, defend, and hold Lessor and its officers, Council members, employees, agents, attorneys, successors, and assigns harmless from and against any and all losses, damages, actions, fines, penalties, demands, damages, liability, and expense, including attorneys' fees and costs through litigation and all appeals, in connection with the loss of life, personal injury, and damage to property, resulting (in whole or in part) from the negligence or intentional misconduct of Lessee, its employees, agents, or sublessees and arising from or out of (i) any occurrence in, upon, at or about the Premises and/or (ii) the occupancy, use, or construction upon and maintenance of the Premises. Nothing contained herein shall be construed to make Lessee liable for any injury or loss primarily caused by the gross negligence or willful misconduct of Lessor or any agent or employee of Lessor.

Section 11.6. Insurance Requirements for Sublessees. Lessee shall require its sublessees to carry customary insurance required of lessees in similar properties and activities. Lessee shall require its sublessees to include Lessor and Lessee as additional insureds on their commercial general liability policies (or equivalent policies). Lessee shall obtain a waiver of subrogation endorsement in all policies in favor of Lessor and Lessee.

ARTICLE 12 - DAMAGE AND DESTRUCTION

Section 12.1. Damage to or Destruction of Project - Insurance. In the event the Premises is damaged or destroyed, in whole or in part, so as to make it unusable for the purposes intended, to the extent insurance is available and it is commercially reasonable to do so, Lessor agrees to rebuild the Premises in substantially the same form as it existed at the time of the damage or destruction, within one year from the date of damage or destruction.

ARTICLE 13 - DEFAULTS AND REMEDIES

Section 13.1. Defaults. Each of the following events shall be a default by Lessee and a breach of this Lease and constitute an "Event of Default":

- (a). Abandonment. Abandonment of the Premises, or the improvements/infrastructure now or hereafter constructed thereon, where such abandonment continues for a period of one hundred and twenty (120) consecutive days. Such abandonment shall not include any time that the Premises are vacated due to a casualty.
- (b). Attachment or Other Levy. The subjection of any right or interest of Lessee in the Premises to attachment, execution, or other levy, or to seizure under legal process, if not released within sixty (60) days, after written notice of same.
- (c). Default of Performance Under this Lease. The failure of Lessee to observe or perform

any of its material covenants, conditions, or agreements under this Lease; or the material breach of any warranties or representations of Lessee under this Lease.

- (d). Insolvency; Bankruptcy. An assignment by Lessee for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment or satisfaction of Lessee's liabilities; or reorganization, dissolution, or arrangement on account of, or to prevent bankruptcy or insolvency; unless, in case of such that are involuntary on Lessee's part, the assignment, proceedings, and all consequent orders, adjudications, custodies and supervisions are dismissed, vacated, or terminated within sixty (60) days after the assignment, filing or other initial event.

Section 13.2. Notice and Right to Cure. Lessee shall have sixty (60) days to cure a default after written notice is given by Lessor to Lessee, specifying the nature of the default; provided, however, that if after exercise of due diligence and its best efforts to cure such default Lessee is unable to do so within the sixty (60) day period, then the cure period may be extended, upon written agreement by Lessor, for a such reasonable time as may be deemed necessary by Lessor to cure the default.

Section 13.3. Remedies. If any default by Lessee shall continue uncured by Lessee upon expiration of the applicable cure period, Lessor may exercise any one or all of the following remedies in addition to all other rights and remedies provided by law or equity, from time to time, to which Lessor may resort cumulatively or in the alternative:

- (a). Termination of Lease in its Entirety. Lessor may, at Lessor's election, terminate this Lease upon thirty (30) days written notice to Lessee. Thereafter, all of Lessee's rights in the Premises and in and to all improvements/infrastructure located thereon shall terminate upon termination of this Lease. Promptly upon any such termination, Lessee shall surrender and vacate the Premises and any other improvements/infrastructure located thereon, and Lessor may re-enter and take possession of the Premises and all improvements/infrastructure located thereon. Termination under this paragraph shall not relieve Lessee from any claim for damages previously accrued, or then accruing, against Lessee.
- (b). Re-entry Without Termination. Lessor may, at Lessor's election, re-enter the Premises and improvements/infrastructure located thereon, and without terminating this Lease, at any time, relet the Premises and improvements/infrastructure thereon, or any part(s) of them, for the account, and in the name of Lessee or otherwise, all upon rates and terms determined by Lessor, without hereby obligating Lessor to relet the Premises or make an effort to relet either or both of them in whole or in part, at any time. Any reletting may be for the remainder of the Term or for any longer or shorter period. Lessor shall have the further right, at Lessor's option, to make such reasonable and necessary alterations, repairs, replacements, and/or restorations which shall not operate or be construed to release Lessee from liability hereunder. No act by or on behalf of Lessor under this provision shall constitute a termination of this Lease unless Lessor gives Lessee written notice of termination.
- (c). Lessee's Personal Property. Lessor may, at Lessor's election, use Lessee's personal property and trade fixtures or any of such property and fixtures left on the Premises after termination or expiration of this Lease without compensation and without liability for use or damage, or Lessor may store them for the account and at the cost of Lessee. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item, or for the same item at a later time.
- (d). Appointment of Receiver. Lessor may, if Lessor elects to file suit to enforce this Lease

and/or protect its rights hereunder, in addition to the other remedies provided in this Lease and by law, have the appointment of a receiver of the Premises and the improvements/infrastructure thereon.

Section 13.4. Remedies Cumulative. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Lessor from time to time at its election, and nothing contained herein shall be deemed to require Lessor to postpone suit until the date when the term of this Lease would have expired nor limit or preclude recovery by Lessor against Lessee of any sums or damages which, in addition to the damages particularly provided above, Lessor may lawfully be entitled by reason of any default hereunder on the part of Lessee. All of the remedies hereinbefore given to Lessor and all rights and remedies given to it at law and in equity shall be cumulative and concurrent.

Section 13.5. Lessee's Liability After Default. If Lessee shall default in the performance of any of its obligations under this Lease, Lessor, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Lessee, without notice in a case of emergency, and in any other case only if such default continues after the expiration of the curing period applicable under this Lease. Any reasonable expenses incurred by Lessor in connection with any such performance, and all reasonable attorneys' fees (subject to §15-77-300 of the South Carolina Code of Laws, 1976, *as amended*), including appellate, bankruptcy, and post-judgment proceedings involved in collecting or endeavoring to collect the rent or any additional rent or any part thereof or enforcing or endeavoring to enforce any rights against Lessee or Lessee's obligations hereunder, shall be due and payable upon Lessor's submission of an invoice therefor. All sums advanced by Lessor on account of Lessee under this Section, or pursuant to any other provision of this Lease, and all rent, if delinquent or not paid by Lessee and received by Lessor when due hereunder, shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof until paid and the same shall be and constitute additional rent and be due and payable upon Lessor's demand therefor.

Section 13.6. Holdover. If Lessee remains in possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, Lessee shall become a Lessee at sufferance. Notwithstanding that Lessor may allow Lessee to continue in possession after the expiration or earlier termination of this Lease, neither that nor the provisions of this Section shall constitute a waiver of any of Lessor's rights under this Section or this Lease.

ARTICLE 14 - SURRENDER AND REMOVAL

Section 14.1. Surrender of Possession. Upon the expiration of the Term or any earlier termination thereof, Lessee shall surrender to Lessor possession of the Premises and all improvements/infrastructure constructed located and installed thereon. If Lessee is not then in default under any of the covenants and conditions hereof, Lessee may remove, or cause to be removed, all personal property and equipment of Lessee, other than permanent fixtures, from the Premises prior to the expiration or effective date of termination of this Lease; thereafter all such personal property and equipment not removed shall belong to Lessor without the payment of any consideration.

Section 14.2. Lessee's Quitclaim. Upon the expiration of the Term, or any earlier termination of this Lease, Lessee agrees to execute, acknowledge, and deliver to Lessor, if requested by Lessor, a proper instrument in writing, releasing and quitclaiming to Lessor all right, title and interest of Lessee in and to the Premises and all improvements/infrastructure thereon.

ARTICLE 15 – GENERAL PROVISIONS

Section 15.1. Conditions and Covenants. All of the provisions of this Lease shall be deemed as running with the land, and construed to be “conditions” as well as “covenants” as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

Section 15.2. Survival. All representations and warranties of Lessee or Lessor under this Lease shall survive the expiration or sooner termination of this Lease for acts occurring prior to expiration or termination of this Lease.

Section 15.3. No Waiver of Breach. No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 15.4. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 15.5. Notices. Unless otherwise specifically provided in this Lease or by law, any and all notices or other communications required or permitted by this Lease or by law to be served on, given to, or delivered to any party to this Lease shall be writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

LESSOR:

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

with a copy to:

Oconee County
415 South Pine Street
Walhalla, SC 29691
Attn: County Attorney

LESSEE:

Tracy Whitten Bowie
Foothills Alliance
216 E. Calhoun St.
Anderson, SC 29621

with a copy to:

Ginger Eaton
4007 Clemson Blvd.
Anderson, SC 29621.

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

Section 15.6. Gender. The use herein of (1) any gender includes all others, and (2) the singular number includes the plural and vice-versa, whenever the context so requires.

Section 15.7. Captions. Captions in this Lease are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Lease or any of the terms hereof.

Section 15.8. Waiver; Amendment. No modification, waiver, amendment, discharge, or change of this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

Section 15.9. Attorney's Fees. If either party retains an attorney to enforce or interpret this Lease, the prevailing party shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorneys' fees and costs incurred through litigation, bankruptcy proceedings and all appeals. This provision is subject to §15-77-300 of the South Carolina Code of Laws, 1976, *as amended*.

Section 15.10. Time. Time is of the essence of each obligation of each party hereunder.

Section 15.11. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

Section 15.12. Binding Effect. Subject to any provision of this Lease that may prohibit or curtail assignment of any rights hereunder, this Lease shall bind and inure to the benefit of the respective heirs, assigns, personal representatives, and successors of the parties hereto.

Section 15.13. Execution of Other Instruments. Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge and deliver to the other party any and all further instruments necessary or expedient to effectuate the purpose of this Lease.

Section 15.14. Severability. If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable or is otherwise challenged and determined to be invalid, illegal, or incapable of being enforced as a result of any rule of law or public policy issued by an administrative or judicial forum that is not subject to further appeal or is not actually appealed, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. In such event or if an opinion of counsel is provided to the effect that this Lease is not so enforceable, the parties hereto shall negotiate in good faith to modify this Lease so as to effect the original intent of the parties as closely as possible and to comply with applicable law, regulations, or published governmental interpretations thereof, in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 15.15. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

Section 15.16. Estoppel Certificate. Either party shall execute, acknowledge, and deliver to the other party, within twenty (20) days after requested by the other party, a statement in writing certifying, if such is the case, that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of the commencement of this Lease; any alleged defaults and claims against the other party; and such other information as shall be reasonably requested.

Section 15.17. Memorandum of Lease. Lessor and Lessee shall execute and acknowledge a memorandum of this Lease for the purpose of recordation. The memorandum of this Lease shall be in the form attached hereto as Exhibit "B" and incorporated herein by reference.

Section 15.18. Dispute Resolution; Waiver of Trial by Jury. Any conflict, dispute or grievance (collectively, "Conflict") by and between Lessor and Lessee shall be submitted to mediation before initiating court proceedings. The mediator selected to conduct the mediation must be mutually

agreed upon by Lessor and Lessee. Unless the parties otherwise agree, the mediator must be certified in South Carolina state and federal courts and have experience in matters forming the basis of the Conflict. The site for the mediation shall be Oconee County, South Carolina, and the mediation hearing shall be held within thirty (30) days of the selection of the mediator, unless otherwise agreed. Each party shall bear its own expenses associated with the mediation and the parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator or failure to resolve the Conflict through mediation will entitle the parties to pursue other methods of dispute resolution, including without limitation, litigation. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as requiring either party to participate in mediation prior to initiating court proceedings in which a temporary restraining order or preliminary injunction is sought. In such situations, the parties shall conduct mediation within thirty (30) days after the hearing on such motions or within such other time as is prescribed by the Court.

LESSOR AND LESSEE MUTUALLY, EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ARISING OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT OF LESSEE AND LESSOR TO ENTER INTO THIS LEASE.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, this Lease has been executed on the respective dates set forth below.

IN THE PRESENCE OF:

LESSOR:

**THE COUNTY OF OCONEE, SOUTH
CAROLINA**

By: _____
Name: _____
Title: _____

LESSEE:

THE FOOTHILLS ALLIANCE

By: _____
Name: _____
Title: _____

EXHIBIT A
PREMISES (SEE ATTACHED)

EXHIBIT B

MEMORANDUM OF LEASE

STATE OF SOUTH CAROLINA)
) **MEMORANDUM OF LEASE**
COUNTY OF OCONEE)

THIS MEMORANDUM OF LEASE is made as of the ____ day of _____ 2017, between **THE COUNTY OF OCONEE, SOUTH CAROLINA**, hereinafter referred to as "Lessor" and **THE FOOTHILLS ALLIANCE**, hereinafter referred to as "Lessee."

1. Lessor and Lessee entered into a certain Lease Agreement, dated _____ (the "Lease Commencement Date").
2. The property demised under the Lease consists of certain land located in the County of Oconee, State of South Carolina, and more particularly shown on Exhibit "A," together with all improvements now or hereafter erected thereon.
3. The term of the Lease (the "Term") shall commence on the Lease Commencement Date. The last day of the Term shall be the day immediately preceding the tenth (10th) anniversary of the Lease Commencement Date.
4. The Lease is on file at the offices of the County Administrator for the County of Oconee, South Carolina at 415 S. Pine Street Walhalla, South Carolina 29691.
5. All of the terms, conditions, provisions and covenants of the Lease are incorporated herein by reference as though set forth at length, and the Lease and this Memorandum of Lease shall be deemed to constitute a single document.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum of Lease to be executed and delivered as of the day and year first above written.

IN THE PRESENCE OF:

LESSOR:

THE COUNTY OF OCONEE, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

LESSEE:

THE FOOTHILLS ALLIANCE

By: _____
Name: _____
Title: _____

EXHIBIT A
(TO MEMORANDUM OF LEASE)

LEASE PREMISES

**STATE OF SOUTH CAROLINA
OCONEE COUNTY**

ORDINANCE 2017-21

AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO DUKE ENERGY CAROLINAS, LLC FOR THE PURPOSE OF LOCATING AND MAINTAINING ELECTRIC AND/OR COMMUNICATION FACILITIES ON COUNTY-OWNED PROPERTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of a parcel of land located at 223 Kenneth Street, Walhalla, South Carolina, TMS: 500-24-01-001, containing approximately 9.47 acres ("County Property"); and

WHEREAS, Duke Energy Carolinas, LLC ("DEC") wishes to acquire from the County, and the County wishes to grant to DEC, certain easement rights for, generally and without limitation, the construction, operation, and maintenance of electric and/or communication facilities on the County Property; and

WHEREAS, the form, terms, and provisions of the easement as contained in the "Easement" agreement now before the Oconee County Council ("Council"), a copy of which is attached hereto as Exhibit "A," are acceptable to Council for the purpose of giving effect to the easement rights; and

WHEREAS, while the Easement is considered a "floating" easement, it will generally encompass an area being thirty (30) feet wide for the overhead portion of DEC facilities and twenty (20) feet wide for the underground portion of DEC facilities together with an area ten (10) feet wide on all sides of the foundation of any DEC enclosure/transformer, vault, or manhole, all as generally shown on the attached Exhibit "B"; and

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

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

1. Council hereby approves the easement, subject to and in conformity with the provisions of the Easement agreement.

2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement agreement on behalf of the County in substantially the same form as attached hereto as Exhibit "A," or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator's approval to be deemed given by his execution of the Easement agreement.

3. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the easement in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.

4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the

remaining terms and provisions of this Ordinance, all of which are hereby deemed separable.

5. All orders, resolutions, ordinances, and enactments of the Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2017.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: August 15, 2017
Second Reading: September 5, 2017
Third Reading: _____
Public Hearing: _____

Exhibit A

SOUTH CAROLINA
OCONEE COUNTY

EASEMENT

Prepared By: Angelica Hall
Return To: Duke Energy
Attn: Nancy Shallcross
425 Fairforest Way
Greenville, SC 29607

THIS EASEMENT ("Easement") is made this _____ day of _____, 20_____
("Effective Date"), from OCONEE COUNTY, SOUTH CAROLINA, ("GRANTOR," whether one or more), to Duke Energy Carolinas, LLC, a North Carolina limited liability company ("DEC"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in City of Walhalla, Oconee County, South Carolina, Parcel No. 500-24-01-001, containing 9.47 acres, more or less, described in a deed from WEST UNION REALTY, L.L.P., a South Carolina Limited Liability Partnership to OCONEE COUNTY, SOUTH CAROLINA, dated December 21, 2006, recorded in Deed Book 1554, Pages 276-277, and shown on plat dated December 4, 2006, and recorded in Plat Book B181, Page 1, Oconee County Register of Deeds, (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, underground conduits, enclosures/transformers, vaults and manholes, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide for the overhead portion of said facilities and twenty (20) feet wide for the underground portion of said facilities together with an area ten (10) feet wide on all sides of the foundation of any DEC enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

OCONEE COUNTY

By: _____
T. Scott Moulder, Oconee County Administrator

Witnesses:

(Witness #1)

(Witness #2)

ATTEST:

Clerk

(Affix Official Seal)

SOUTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, South Carolina, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this _____ day of _____, 20____.

Notary Public

My commission expires: _____

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2017-22

AN ORDINANCE AMENDING ARTICLE III OF CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, NAMELY AS TO THE ELIMINATION OF THE SCENIC HIGHWAY COMMITTEE AND THE SUBSTITUTION OF THE PLANNING COMMISSION TO CARRY OUT ALL DUTIES AND FUNCTIONS FORMERLY BELONGING TO THE SCENIC HIGHWAY COMMITTEE; 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 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, the County, acting by and through the County Council, is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code, 1976, as amended, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and

WHEREAS, Article III of Chapter 26 of the Code of Ordinances establishes a program to designate highways located in Oconee County as Scenic Highways; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Article III of Chapter 26 of the Code of Ordinances in order to eliminate the Scenic Highway Committee and place the essential duties and functions of that committee with the Oconee County Planning Commission; and

WHEREAS, County Council has therefore determined to modify Chapter 26 of the Code of Ordinances, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended hereby.

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

1. Article III of Chapter 26 of the Code of Ordinances, entitled *A PROGRAM TO DESIGNATE OCONEE COUNTY'S SCENIC HIGHWAYS; ESTABLISHED*, is hereby revised, rewritten, and amended to read as set forth in Exhibit "A," which is attached hereto and

incorporated herein by reference. (The changes to Article III of Chapter 26 are shown in “redline” form in the version attached hereto as Exhibit “B.”)

2. 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.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. 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.

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2017.

ATTEST:

Katie D. Smith,
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: August 15, 2017
Second Reading: September 5, 2017
Third Reading: _____
Public Hearing: _____

EXHIBIT A

Sec. 26-151. - Oconee County Scenic Highways.

Highways located within Oconee County, South Carolina and found to be of special value to the citizens may be designated as Scenic Highways pursuant to the rules, regulations, and criteria set forth below.

Sec. 26-152. - Definitions.

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Highway means all those roads, streets and highways within the federal, state or Oconee County Highway System.

Intrinsic qualities means those significant tangible and intangible resources found within a scenic corridor that are known to be distinct within the region. "Intrinsic qualities" include:

- (1) *Scenic*: The composition of features that are regionally representative, associative or inspirational. These features are memorable, distinct, visually impressive, and continuous across the view.
- (2) *Historic*: Landscapes and structures that educate and stir an appreciation for the legacy of Oconee County's past.
- (3) *Cultural*: Activities or objects that represent unique and distinctive expressions of community life, customs or traditional ways and identify a place, region or culture.
- (4) *Recreational*: Passive and active leisure activities directly dependent on the scenic qualities of the area and usually associated with outdoor recreation as we seek to refresh and renew our spirits.
- (5) *Natural*: Relatively undisturbed and visually pleasing natural areas and/or ecologically sensitive landscapes representing natural occurrences including landforms, water, vegetation and wildlife characteristics.
- (6) *Archaeological*: Sites, artifacts or structures recognized by the scientific or academic communities as being representative of past human life and activities.

Scenic Highway means a Highway or segment of a Highway receiving a designation as such pursuant to the provisions contained in this article and based on it deserving such recognition due to scenic vistas, cultural or historical significance, or other criteria specified by county council. All Scenic Highways shall be divided into two route categories:

- (1) Highways with limited development visible from the Highway, yet still retaining special characteristics worthy of preservation, shall be designated a Category I Scenic Highways .
- (2) Highways with little or no development visible from the Highway lying outside primary growth areas, shall be designated a Category II Scenic Highways.

Sec. 26-153. - Designation process.

- (a) Applications shall be submitted in writing to the Community Development Department by a sponsoring agency. Such agencies shall include, but are not limited to, a civic club, chamber of commerce, convention and visitor bureau, business, industry, municipal government, county government, or other organization. Submitted materials shall include a "Scenic Highway Corridor Management Plan" (see section 26-155, Appendix A).
- (b) Upon receipt of an application for the designation of a Highway as a Scenic Highway, the Oconee County Community Development Director or his designee shall forward the application to the staff liaison for the Planning Commission, who shall then place review of the application on the next appropriate Planning Commission agenda.
- (c) The Planning Commission shall review applications for compliance with the criteria for designating a Scenic Highway established in this article (see section 26-156, Appendix B). Upon completion of the review, the Planning Commission shall by vote determine a recommendation regarding the designation of the subject Highway. The Planning Commission's recommendation shall be forwarded to county council. In the event county council determines the proposed highway merits designation as a Scenic Highway, it shall so indicate its decision by ordinance.
- (d) Any highway proposed for designation as a Scenic Highway that is rejected for designation by county council, may not be proposed again for a period of one-year from the date of publication of the decision.

Sec. 26-154. - Regulations.

- (a) It shall be unlawful for any person other than the owner, owner's agent, or other individual with the full knowledge and consent of the owner of a property situated along the right-of-way of a designated and properly identified Scenic Highway to dig, pull up, gather, remove, cut, maim, break, or injure in any way a public or private property, to include any injury done by fires intentionally set, and to include any injury done to any wild, cultivated, or ornamental plants, shrubs, and trees. These provisions shall not apply where the acts hereby prohibited are done by or under the instructions of county or state authorities lawfully in charge of such public roads, highways or lands; or by a utility in the lawful pursuit of installation or maintenance of their facilities. Violation of this provision of this article shall be punishable by a fine not to exceed \$500.00 dollars.
- (b) The sponsoring organization or group submitting an application to the County for designation of a Highway as a Scenic Highway shall be responsible for the removal of trash along the portion of the Highway so designated as a Scenic Highway no fewer than three times each year. Permits and/or required notifications related to any and all activities inside a right-of-way shall be the responsibility of the sponsoring organization or group. Any individual taking part in trash removal duties, or any other activities related to the standards of this article, shall comply with any and all standards and practices utilized by the entity responsible for maintenance of the Highway.
- (c) A member of the county staff shall be designated by the county administrator to review the status of all county designated Scenic Highways every two years. In the event it is

determined that a route fails to meet the criteria established in this article, a report shall be made to the Planning Commission, which shall recommend a course of action to county council. Such recommendations include, but are not limited to, re-classification to a lower category and/or re-designation.

- (d) Regulations contained in this section shall apply equally to both Category I and Category II Scenic Highways; however, Category II Scenic Highways shall receive preference in the pursuit of funding to be utilized in maintaining and enhancing the intrinsic values leading to their designation.
- (e) All county rules and regulations concerning Scenic Highways shall apply immediately to a nominated Highway until a determination is made as to whether or not the Highway shall be designated a Scenic Highway. A determination of this issue must be made within six months of the county receiving an application.

Sec. 26-155. - Appendix A.

A Scenic Highway Corridor Management Plan shall include the following components:

- (1) A detailed description of the section of the Highway to be designated, including two or more of the intrinsic qualities as defined in this article; a specification as to how the Highway in question fits the criteria; an identification of any problem areas that may impact the Scenic Highway designation.
- (2) A marked map clearly indicating the section of the Highway the applicant is proposing for designation.
- (3) Photographs or videos of areas which the applicant considers to be of intrinsic value or significance.
- (4) Letters of support from citizens, businesses, civic groups, and other organizations.
- (5) A maintenance plan outlining proposed litter collection activities.
- (6) Any additional proposed actions intended to enhance and maintain the Highway if awarded designated.

Sec. 26-156. - Appendix B.

Criteria for designating a Highway as a Scenic Highway.

- (a) The Planning Commission shall consider the following in determining whether a Highway should be designated as a Scenic Highway.
 - (1) Intrinsic qualities (as defined by this article).
 - (2) Additional amenities and support (such as but not limited to):
 - (a) Hospitality features.
 - (b) Length of route.

- (c) General support for proposed route.
 - (d) Financial commitment.
 - (e) Role in regional/statewide strategy.
 - (f) Protective easements, zoning overlays, or other land use restrictions.
- (3) Features negatively impacting the Scenic qualities of the Highway, (such as but not limited to):
- (a) Junkyards/litter.
 - (b) Dilapidated/unattractive structures.
 - (c) Excessive advertising.
 - (d) Heavy traffic uses.
 - (e) Mining/lumbering scars.
 - (f) Heavy industry.
 - (g) Parallel and visible utilities along Highway.
 - (h) Landfills/other pollutants visible from route.
- (4) Feasibility of maintenance plan and responsibilities.

EXHIBIT B

Sec. 26-151. — Oconee County Scenic Highways.

Highways located within Oconee County, South Carolina and found to be of special value to the citizens may be designated as Oconee County Scenic Highways pursuant to the rules, regulations, and criteria set forth below.

(Ord. No. 2007-21, § 1 (6-21-2008))

~~Editor's note—Please see Code Comparative Table for ordinances, not codified, affected by this Code section.~~

Sec. 26-152. - Definitions.

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

~~Committee means the Oconee County Scenic Highway Committee as described in this document.~~

Highway means all those roads, streets and highways within the federal, state or Oconee County Highway System.

Intrinsic qualities means those significant tangible and intangible resources found within a scenic corridor that are known to be distinct within the region. "Intrinsic qualities" include:

- (1) *Scenic*: The composition of features that are regionally representative, associative or inspirational. These features are memorable, distinct, visually impressive, and continuous across the view.
- (2) *Historic*: Landscapes and structures that educate and stir an appreciation for the legacy of Oconee County's past.
- (3) *Cultural*: Activities or objects that represent unique and distinctive expressions of community life, customs or traditional ways and identify a place, region or culture.
- (4) *Recreational*: Passive and active leisure activities directly ~~dependent~~independent on the scenic qualities of the area and usually associated with outdoor recreation as we seek to refresh and renew our spirits.
- (5) *Natural*: Relatively undisturbed and visually pleasing natural areas and/or ecologically sensitive landscapes representing natural occurrences including landforms, water, vegetation and wildlife characteristics.
- (6) *Archaeological*: Sites, artifacts or structures recognized by the scientific or academic communities as being representative of past human life and activities.

Scenic Highway means a Highway or segment of a Highway receiving a designation as such pursuant to the provisions contained in this article and based on it deserving such of recognition due to scenic vistas, cultural or historical significance, or other criteria specified by county council. All Scenic Highways shall be divided into two route categories:

- (1) Highways Routes with limited development visible from the Highway roadway, yet still retaining special characteristics worthy of preservation, shall be designated a Category I Scenic Highways Route.
- (2) Highways Routes with little or no development visible from the Highway roadway lying outside primary growth areas, shall be designated a Category II Scenic Highways Route.

(Ord. No. 2007-21, § II, 10-21-2008)

Sec. 26-153. - Designation process.

- (a) Applications shall be submitted in writing to the Community Development Department ~~planning department~~ by a sponsoring agency. Such agencies shall include, but are not limited to, a civic club, chamber of commerce, convention and visitor bureau, business, industry, municipal government, county governments, or other organization. Submitted materials shall include a "Scenic Highway Corridor Management Plan" (see section 26-156, Appendix A).
- (b) Upon receipt of an application for the designation of a road or ~~highway as an Oconee County~~ Scenic Highway, the Oconee County Community Development Director or his designee shall forward the application to the staff liaison for the Planning Commission, who shall then place review of the application on next appropriate Planning Commission agenda. ~~Planning Director or his/her designee shall contact the committee, which shall schedule a meeting to review the application. Meetings of the committee shall be public meetings, and shall be advertised at least 14 days in advance in a newspaper of general circulation.~~
- (c) The Planning Commission committee shall review applications for compliance with the criteria for designating a Scenic Highway established in this article (see section 26-157, Appendix B). Upon completion of the review, the Planning Commission committee shall by vote determine a recommendation regarding the designation of the subject Highway. The Planning Commission's recommendation shall be reviewed by the ~~planning commission, which shall forward a report~~ to county council. In the event county council determines the proposed highway merits designation as a Scenic Highway, it shall so indicate its decision by resolution.
- (d) Any highway proposed for designation as a Scenic Highway that is ~~denied a positive recommendation by the committee, or rejected for designation by county council~~, may not be proposed again for a period of one-year from the date of publication of the decision.

(Ord. No. 2007-21, § III, 10-21-2008)

Sec. 26-154. - Regulations.

- (a) It shall be unlawful for any person other than the owner, owner's agent, or other individual with the full knowledge and consent of the owner of a property situated along the right-of-way of a designated and properly identified ~~county~~ Scenic Highway to dig, pull up, gather, remove, cut, maim, break, or injure in any way a public or private property, to include any

injury done by fires intentionally set, ~~and to include any injury done to~~ any wild, cultivated, or ornamental plants, shrubs, and trees. These provisions shall not apply where the acts hereby prohibited are done by or under the instructions of county or state authorities lawfully in charge of such public roads, highways or lands, or by a utility in the lawful pursuit of installation or maintenance of their facilities. Violation of this provision of this article shall be punishable by a fine not to exceed \$500.00 dollars.

- (b) The sponsoring organization or group submitting an application to the County for designation of a ~~road-Highway~~ as an ~~Oconee County~~ Scenic Highway shall be responsible for the removal of trash along the portion of the ~~H~~highway so designated as a ~~S~~scenic ~~H~~highway no fewer than three times each year. Permits and/or required notifications related to any and all activities inside a right-of-way shall be the responsibility of the sponsoring organization or group. Any individual taking part in trash removal duties, or any other activities related to the standards of this article, shall comply with any and all standards and practices utilized by the entity responsible for maintenance of the ~~Highway~~roadway.
- (c) A member of the county staff shall be designated by the county administrator to review the status of all county designated ~~S~~scenic ~~H~~highways every two years. In the event it is determined ~~that~~ a route fails to meet the criteria established in this article, a report shall be made to the ~~Planning Commission~~committee, ~~which will~~ shall recommend a course of action to county council. Such recommendations include, but are not limited to, re-classification to a lower category, and/or ~~re~~-designation.
- (d) Regulations contained in this section shall apply equally to both Category I and Category II Scenic Highways; however, Category II Scenic Highways shall receive preference in the pursuit of funding to be utilized in maintaining and enhancing the intrinsic values leading to their designation.
- (e) All county rules and regulations concerning ~~S~~scenic ~~H~~highways shall apply immediately to a nominated ~~road-or-h~~highway until a determination is made as to whether or not the ~~road-or-h~~highway shall be designated a ~~S~~scenic ~~H~~highway. A determination of this issue must be made within six months of the county receiving an application.

~~(Ord. No. 2007-21, § IV, 10-21-2008)~~

~~Sec. 26-155. Oconee County Scenic Highway Committee.~~

~~The committee shall consist of seven members, each having primary residency in the county. The committee members shall serve at the pleasure of the organization that appoints the member. The following organizations shall appoint one member each to the committee:~~

- ~~(1) Keep Oconee Beautiful Association (KOBAA).~~
- ~~(2) Concerned Citizens for Conservation.~~
- ~~(3) The Oconee County Arts and Historical Commission.~~
- ~~(4) Upstate Forever (Oconee Chapter).~~
- ~~(5) Oconee Alliance.~~

In addition, county council shall appoint two members at large from resident property owners in the county.

In the event that any organization named above fails to provide a representative willing or able to take part in the committee as needed, county council may replace the organization with a similar entity; also, any organization may terminate its position on the committee by sending a letter of resignation to county council, who will appoint a similar replacement.

(Ord. No. 2007-21, § V, 10-21-2008)

Sec. 26-1556. - Appendix A.

A Scenic Highway Corridor Management Plan shall include the following components:

- (1) A detailed description of the section of the ~~road or~~ Highway to be designated, including two or more of the intrinsic qualities as defined in this article; a specification as to Specify how the Highway road in question fits the criteria; ~~an identification of~~ identify any problem areas that may impact the Scenic Highway designation.
- (2) A marked map clearly indicating the section of the ~~road or~~ Highway the applicant is proposing for designation.
- (3) Photographs or videos of areas which the applicant considers to be of intrinsic value or significance.
- (4) Letters of support from citizens, businesses, civic groups, and other organizations.
- (5) A maintenance plan outlining proposed litter collection activities.
- (6) Any additional proposed actions intended to enhance and maintain the Highway if awarded designated.

(Ord. No. 2007-21, App. A, 10-21-2008)

Sec. 26-1567. - Appendix B.

Criteria for designating a ~~road or~~ Highway as an Geones County Scenic Highway.

- (a) The Planning Commission committee shall consider the following in determining whether a ~~road or~~ Highway ~~highway~~ should be designated as a Scenic Highway.
 - (1) Intrinsic qualities (as defined by this article).
 - (2) Additional amenities and support (such as but not limited to):
 - (a) Hospitality features.
 - (b) Length of route.
 - (c) General support for proposed route.
 - (d) Financial commitment.
 - (e) Role in regional/statewide strategy.

- (f) Protective easements, zoning overlays, or other land use restrictions.
- (3) Features negatively impacting the scenic qualities of the Highway, (such as but not limited to):
 - (a) Junkyards/litter.
 - (b) Dilapidated/unattractive structures.
 - (c) Excessive advertising.
 - (d) Heavy traffic uses.
 - (e) Mining/lumbering scars.
 - (f) Heavy industry.
 - (g) Parallel and visible utilities along Highway, roadway.
 - (h) Landfills/other pollutants visible from route.
- (4) Feasibility of maintenance plan and responsibilities.

(Ord. No. 2007-21, App. B, 10-21-2008)

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2017-23

AUTHORIZING THE ISSUANCE AND SALE OF A NOT EXCEEDING \$530,000 GENERAL OBLIGATION REFUNDING BOND (KEOWEE FIRE TAX DISTRICT), SERIES 2017, OF OCONEE COUNTY, SOUTH CAROLINA FOR THE PURPOSE OF REFUNDING THE COUNTY'S GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT), SERIES 2007; FIXING THE FORM AND DETAILS OF THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BOND; AND OTHER MATTERS RELATING THERETO.

Enacted: September 19, 2017

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 and of any ordinance, resolution, certificate, opinion, instrument or other document herein or therein mentioned, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and *vice versa*. The term:

"**2007 Bond Ordinance**" shall mean Ordinance No. 2007-01 of the County enacted by the County Council on February 6, 2007, authorizing the issuance and sale of the Bond to be Refunded.

"**Bondholder**" or the term "**Holder**" or any similar term shall mean the registered owner the Series 2017 Bond.

"**Bond to be Refunded**" shall mean the County's \$1,200,000 original principal amount General Obligation Bond (Keowee Fire Tax District), Series 2007, currently outstanding in the principal amount of \$505,000.

"**Books of Registry**" shall mean the registration books maintained by the Registrar in accordance with Section 6 hereof.

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

"**County**" shall mean Oconee County, South Carolina.

"**County Administrator**" shall mean the Administrator of the County.

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

"**Escrow Agent**" shall mean the escrow agent under the Escrow Agreement for the Bond to be Refunded.

"**Escrow Agreement**" shall mean the Escrow Agreement, if any, dated the date delivery of the Series 2017 Bond between the County and the Escrow Agent.

"**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 by 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) general obligations of the State or any of its political units which, at the time of purchase, carry an AAA rating from Standard & Poor's or an Aaa rating from Moody's Investors Service; or (9) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of the holder thereof.

"**Interest Payment Date**" shall mean April 1 and October 1 of each year, or such other date or dates as determined by the County Administrator, commencing on the date as determined by the County

Administrator.

"Ordinance" shall mean this Ordinance.

"Paying Agent" shall mean the County Treasurer or a bank appointed as paying agent pursuant to this Ordinance.

"Purchaser" shall mean the initial purchaser of the Series 2017 Bond.

"Refunding Act" shall mean Title 11, Chapter 15, Article 5 of the South Carolina Code.

"Registrar" shall mean the County Treasurer or a bank appointed as registrar pursuant to this Ordinance.

"Series 2017 Bond" shall mean the not exceeding \$530,000 General Obligation Refunding Bond (Keowee Fire Tax District), Series 2017 (or such other appropriate series designation as determined by the County Administrator), of the County authorized to be issued pursuant to this Ordinance.

"South Carolina Code" shall mean South Carolina Code of Laws 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) Pursuant to Section 4-9-30(5) of the South Carolina Code and an ordinance (the "County Ordinance") enacted on August 19, 2003, as amended, the County Council created the Keowee Fire Tax District (the "Keowee Fire Tax District") to provide fire protection services in a portion of the County.

(c) By virtue of Chapter 15 of Title 4, as supplemented by Section 11-27-40 of the South Carolina Code (collectively, the "Enabling Act"), the County is empowered to issue general obligation bonds for any "authorized purpose" as therein defined.

(d) Section 14(7) of Article X of the Constitution of the State of South Carolina (the "State Constitution") provides that the counties of the State may issue bonded indebtedness without regard to their constitutional debt limitation provided such bonded indebtedness is issued pursuant to Section 12 of Article X of the State Constitution. Section 12 of Article X of the State Constitution allows counties to incur bonded indebtedness for fire protection benefitting only a particular geographical section of the County provided that a special assessment, tax or service charge in an amount designed to provide debt service on bonded indebtedness or revenue bonds incurred for such purposes shall be imposed upon the area or persons receiving the benefit therefrom. In accordance therewith, the County has previously issued the Bond to be Refunded, and imposed an ad valorem tax, without limit, on the Keowee Fire Tax District sufficient to defray the debt service on the Bond to be Refunded.

(e) The Refunding Act authorizes and provides the procedure for the issuance of general obligation bonds whose proceeds are to be used to pay, in whole or in part, sums due on general obligation bonds previously issued and further provides that any issuer (defined to include a County) may issue general obligation bonds to such extent as such issuer shall be indebted by way of principal, interest, and redemption premium upon any outstanding general obligation bonds.

(f) The Bond to be Refunded is currently outstanding in the principal amount of \$505,000 and is subject to redemption at any time at the option of the County, in whole or in part, at the redemption price of par, together with accrued interest to the date fixed for redemption, upon 30 days written notice to the holder thereof

(g) Thus, with respect to the Series 2017 Bond, the Council may cause to be issued a general obligation bond in the aggregate principal amount of not exceeding \$530,000 to be repaid from an ad valorem tax imposed, without limit, on the Keowee Fire Tax District for the purpose of refunding the Bond to be Refunded and paying the costs of issuance of the Series 2017 Bond.

(h) Based on current market conditions and projections of savings, the County Council finds that it is in the best interest of the County to effect a refunding of the Bond to be Refunded because a savings can be effected through the refunding and redemption of such Bond to be Refunded. The County Council recognizes, however, that current market conditions may change and that, as of the date of enactment of this Ordinance, a determination cannot be made as to the amount of such savings, if any, that will be realized through the refunding of the Bond to be Refunded, and that the County Administrator is authorized and empowered to determine certain matters relating to such refunding as set forth in Section 4 of this Ordinance. If the rate of interest proposed by the anticipated Purchaser of the Series 2017 Bond authorized by this Ordinance does not result in satisfactory debt service savings (as determined by the County Administrator), the County Administrator will be authorized to reject the anticipated Purchaser's proposal for the purchase of the Series 2017 Bond and determine to not issue the Series 2017 Bond.

(i) The proceeds of the Series 2017 Bond authorized by this Ordinance shall be used to refund the Bond to be Refunded and to pay costs of issuance of the Series 2017 Bond. The issuance of the Series 2017 Bond authorized by this Ordinance for such purpose is necessary, and such Series 2017 Bond will be issued for a corporate purpose and a public purpose of the County.

(j) It is now in the best interest of the County to provide for the issuance and sale of the Series 2017 Bond in the principal amount of not exceeding \$530,000 to provide funds to refund the Bond to be Refunded and to pay costs of issuance of the Series 2017 Bond, and to authorize the Bond to be Refunded to be called for redemption on a date to be determined by the County Administrator.

SECTION 3. Authorization of Series 2017 Bond. Pursuant to the aforesaid provisions of the Constitution and the Refunding Act, there is hereby authorized to be issued a not exceeding \$530,000 General Obligation Refunding Bond of the County (the "Series 2017 Bond"), the proceeds of which will be used to effect a refunding of the Bond to be Refunded and payment of financial and legal fees relating thereto and other incidental costs of issuing the Series 2017 Bond.

The Series 2017 Bond shall be designated "\$[principal amount issued] General Obligation Refunding Bond, Series 2017 [or such other appropriate series designation], of Oconee County, South Carolina" with such additional descriptive terms as may be necessary.

The Series 2017 Bond shall be issued in fully registered form; shall be registered as to principal and interest in the name of the Purchaser; shall be dated as of the date of their delivery or such other date as the County Administrator determines; shall bear interest from their date payable on each Interest

Payment Date at the rate or rates as may be determined by the County Administrator at the time of the sale thereof; shall be issued as a single bond in the denomination of not exceeding \$530,000; and shall mature in successive annual installments payable on April 1 of each year as determined by the County Administrator pursuant to Section 5 hereof. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months or such other basis as may be agreed upon by the County Administrator and the Purchaser of the Series 2017 Bond.

Both the principal of and interest on the Series 2017 Bond 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.

SECTION 4. Redemption Provisions; Refunding of the Bond to be Refunded. The Series 2017 Bond may be subject to redemption prior to maturity at such time or times and upon such terms and conditions as the County Administrator agrees upon. In the event the Series 2017 Bond or any portion thereof shall be called for redemption, notice of the redemption, 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 ten (10) days (or such greater number of days as determined by the County Administrator) and not more than sixty (60) days (or such lesser number of days as determined by the County Administrator) prior to the redemption date. If the Series 2017 Bond 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 portion of the Series 2017 Bond to be redeemed shall cease to accrue from and after the redemption date specified in such notice. The notice may further state that the redemption of the Series 2017 Bond is conditional upon the Paying Agent receiving on or before the redemption date of sufficient money for the redemption thereof.

The refunding of the Bond to be Refunded shall be effected with a portion of the proceeds of the Series 2017 Bond which proceeds shall be used for the payment of the principal of such Bond to be Refunded as and when such Bond to be Refunded matures and is called for redemption in accordance with the respective provisions of the 2007 Bond Ordinance, at the redemption price thereof, together with accrued interest on such Bond to be Refunded to the date fixed for redemption.

Upon the delivery of the Series 2017 Bond, the principal proceeds thereof, less costs of issuance, shall either be paid directly to holder of the Bond to be Refunded, or be deposited with the Escrow Agent and held by it under the Escrow Agreement in a special trust account. The County Administrator is hereby authorized and directed for and on behalf of the County to execute such agreements and give such directions as shall be necessary to carry out the provisions of this Ordinance relating to the refunding of the Bond to be Refunded.

SECTION 5. Authority to Determine Certain Matters. The County Council hereby authorizes the County Administrator to offer the Series 2017 Bond for sale at such date and time and in such manner as he may determine. The County Council hereby further authorizes the County Administrator to:

- (a) determine the original issue date of the Series 2017 Bond;
- (b) determine the aggregate principal amount of the Series 2017 Bond, provided such aggregate principal amount shall not exceed \$530,000;
- (c) determine the redemption date of the Bond to be Refunded;

- (d) determine the Interest Payment Dates, including the first Interest Payment Date, and the respective maturity dates and principal amounts maturing on such dates for the Series 2017 Bond;
- (e) designate the Paying Agent and Registrar for the Series 2017 Bond;
- (f) determine the optional redemption dates and terms for the Series 2017 Bond;
- (g) determine the date and time of sale of the Series 2017 Bond;
- (h) determine the manner in which the Series 2017 Bond shall be sold, including (i) negotiation of the terms of the sale of the Series 2017 Bond directly with the Purchaser; and (ii) receipt of bids for the purchase of the Series 2017 Bond on behalf of the County pursuant to a Notice of Sale in such form and distributed in such manner as shall be determined by the County Administrator;
- (i) award the sale of the Series 2017 Bond and determine the interest rate on the Series 2017 Bond;
- (j) determine whether to publish a notice of the adoption of this Ordinance as provided in Section 11-27-40(8) of the South Carolina Code;
- (k) negotiate and execute all other contracts and approve any other matters necessary to effect the refunding of the Bond to be Refunded, and the issuance of the Series 2017 Bond; and
- (l) approve any other matters necessary to effect the issuance of the Series 2017 Bond and the refunding of the Bonds to be Refunded.

After the sale of the Series 2017 Bond, the County Administrator shall submit a written report to the County Council setting forth the results of such sale.

SECTION 6. Registration of the Series 2017 Bond. The County shall cause the Books of Registry to be kept at the offices of the Registrar, for the registration and transfer of the Series 2017 Bond. 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 Series 2017 Bond under such reasonable regulations as the Registrar may prescribe.

The Series 2017 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 the Series 2017 Bond, the Registrar on behalf of the County shall issue in the name of the transferee a new fully registered bond of the same aggregate principal amount, interest rate and maturity as the surrendered Series 2017 Bond. The Series 2017 Bond surrendered in exchange for a new registered Series 2017 Bond pursuant to this Section shall be canceled by the Registrar.

The County, the Registrar and the Paying Agent may deem or treat the person in whose name the fully registered Series 2017 Bond shall be registered upon the Books of Registry as the absolute owner of such Series 2017 Bond, whether such Series 2017 Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Series 2017 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 Series 2017 Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar or the Paying Agent 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 a Series 2017 Bond in accordance with the provisions of this Ordinance. Neither the County nor the Registrar or the Paying Agent shall be obliged to make any such transfer of the Series 2017 Bond during the fifteen (15) days preceding an Interest Payment Date on the Series 2017 Bond.

With the consent of the Purchaser of the Series 2017 Bond, and notwithstanding any provision to the contrary contained in this Ordinance or in the Series 2017 Bond, the Series 2017 Bond may be sold or transferred by the Purchaser thereof only to purchasers ("Qualified Investors") who execute an investment letter delivered to the County, in form satisfactory to the County (the "Investment Letter"), containing certain representations, warranties and covenants as to the suitability of such purchasers to purchase and hold the Series 2017 Bond. Such restrictions shall be set forth on the face of the Series 2017 Bond and shall be complied with by each transferee of the Series 2017 Bond.

SECTION 7. Execution of Series 2017 Bond. The Series 2017 Bond shall be executed in the name of the County with the manual or facsimile signature of the Chair of County Council (or in his or her absence, the Vice-Chair of County Council), attested by the manual or facsimile signature of the Clerk to the County Council under the seal of the County to be impressed or affixed thereon.

SECTION 8. Form of Series 2017 Bond. The Series 2017 Bond and the provisions for registration to be endorsed thereon shall be in substantially the following form:

(FORM OF BOND)

THIS BOND MAY BE SOLD OR TRANSFERRED IN WHOLE OR IN PART ONLY TO A PURCHASER OR TRANSFEREE CONSTITUTING A QUALIFIED INVESTOR (AS SUCH TERM IS DEFINED IN THE HEREAFTER DEFINED ORDINANCE UNDER WHICH THIS BOND IS ISSUED), AND ONLY UPON SUCH QUALIFIED INVESTOR DELIVERING TO THE COUNTY AN INVESTMENT LETTER IN THE FORM REQUIRED UNDER THE ORDINANCE.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
OCONEE COUNTY
GENERAL OBLIGATION REFUNDING BOND, SERIES 2017

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 _____, in _____ (the "Purchaser"), its successors or registered assigns, the principal amount of \$ _____ together with interest on the unpaid principal balance hereof at the rate of ____% per annum. Interest on this Bond is payable on _____, _____, and [semi]annually thereafter on April 1 [and October 1] of each year until the final maturity [or earlier redemption] of this Bond. Principal on this Bond is payable in annual installments on April 1 of each of the years and in the principal amounts, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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Interest on this Bond shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Both the principal of and interest on this Bond are payable at the office of the Oconee County Treasurer, as paying agent (the "Paying Agent"), in Oconee, South Carolina, without presentation and surrender of this Bond 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, the Purchaser agrees to surrender this Bond before or within a reasonable time after its final maturity.

This Bond is issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "State Constitution"); Title 11, Chapter 15, Article 5; and Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended (the "South Carolina Code"); and Ordinance No. ___ duly enacted on September 19, 2017 by the County Council of the County (the "Ordinance") for the purpose of effecting the refunding of the County's outstanding General Obligation Bond (Keowee Fire Tax District), Series 2007 (the "2007 Bond"). The 2007 Bond was issued on April 10, 2007 in the original principal amount of \$1,200,000 for the purposes of constructing a new substation and expanding the headquarters for the Keowee Fire Tax District (the "Keowee Fire Tax District"). The Keowee Fire Tax District was created by ordinance of the County enacted on August 19, 2003 to provide fire protection services in a portion of the County.

For the payment of the principal and interest of this Bond as they respectively mature and for the creation of such sinking fund as may be necessary to provide for the prompt payment hereof, the full faith, credit, taxing power and resources of the County are hereby irrevocably pledged; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the State Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the Keowee Fire Tax District an ad valorem tax in an amount designed to provide debt service on this Bond.

[Redemption Provisions]. In the event this Bond is called for redemption, the County shall give notice of redemption of this Bond by first-class mail, postage prepaid, to the registered owner thereof as shown on the books of registry of the County not less than ten (10) days prior to the date fixed for the redemption thereof.

This Bond is transferable as provided in the Ordinance, only upon the registration books of the County kept for that purpose at the office of the Oconee County Treasurer, as registrar (the "Registrar"), in Oconee, South Carolina, 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 in the same aggregate principal amount, interest rate, redemption provisions and maturity dates 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 thereof 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 for the payment of the principal and interest of this Bond as they respectively mature and for the creation of such sinking fund as may be necessary to provide for the prompt payment hereof, the full faith, credit, taxing power and resources of the County are irrevocably pledged; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the State Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the Keowee Fire Tax District an ad valorem tax in an amount designed to provide debt service on this Bond.

IN WITNESS WHEREOF, OCONEE COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the manual signature of the [Chair][Vice-Chair] of County Council, attested by the manual signature of the Clerk to the County Council under the seal of the County impressed or affixed hereon and this Bond to be dated the ___ day of _____, 2017.

OCONEE COUNTY, SOUTH CAROLINA

[Chair][Vice-Chair]

(SEAL)

ATTEST:

Clerk, County Council

REGISTRATION

This Bond has been registered in the name of _____ in _____, on the registration books kept by the Treasurer of Oconee County, South Carolina.

Dated this ___ day of _____, 2017.

Treasurer of Oconee County,
South Carolina

SECTION 9. Notice of Private Sale. Not less than seven (7) days prior to the delivery of the Series 2017 Bond, notice of intention to sell the Series 2017 Bond at a private sale shall be given by publication in a newspaper of general circulation in the County.

The Notice shall be in substantially the following form:

NOTICE REGARDING SALE OF \$ _____
 GENERAL OBLIGATION REFUNDING BOND
 (KEOWEE FIRE TAX DISTRICT), SERIES 2017, OF
 OCONEE COUNTY, SOUTH CAROLINA

NOTICE IS HEREBY GIVEN that pursuant to the provisions of the S.C. Code § 11-27-40(4), Oconee County, South Carolina, by Ordinance No. _____ enacted on September 19, 2017, approved the sale of a not exceeding \$530,000 General Obligation Refunding Bond (Keowee Fire Tax District), Series 2017 (the “Bond”), of Oconee County, South Carolina. The Bond will be sold to _____, at a purchase price of \$ _____; will bear interest at the rate of ___% per annum, payable on April 1 [and October 1] of each year commencing [April][October] 1 ____; will be dated as of the date of delivery; and will mature in annual installments of principal on April 1 in each of the years and in the principal amounts as follows:

Year	Principal Amount
	\$
	Oconee County, South Carolina

SECTION 10. Security for Series 2017 Bond. For the payment of the principal and interest on the Series 2017 Bond as they respectively mature and for the creation of such sinking fund as may be necessary to provide for the prompt payment thereof, the full faith, credit and taxing power and resources of the County are hereby irrevocably pledged, and there shall be levied and collected annually upon all taxable property of the County an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the State Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the Keowee Fire Tax District an ad valorem tax in an amount designed to provide debt service on the Series 2017 Bond.

The County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Series 2017 Bond, and they are hereby directed to levy and collect annually, on all taxable property in the Keowee Fire Tax District, an ad valorem tax in an amount sufficient to pay the principal installments and interest on the Series 2017 Bond as they respectively mature, and to create such sinking fund as may be necessary therefor.

SECTION 11. 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 the Series 2017 Bond, and the Series 2017 Bond shall no longer be deemed to be outstanding hereunder when:

- (a) the Series 2017 Bond 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 the Series 2017 Bond 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 setting 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. At such time as the Series 2017 Bond shall no longer be deemed to be outstanding hereunder, the Series 2017 Bond 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 as set forth in (ii) above, shall no longer be secured by or entitled to the benefits of this Ordinance.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Series 2017 Bond 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 13. Deposit and Use of Proceeds. A portion of the proceeds derived from the sale of the Series 2017 Bond necessary to provide for the payment of the Bond to be Refunded shall be either paid directly to the holder of the Bond to be Refunded, or deposited with the Escrow Agent pursuant to the Escrow Agreement. The remaining proceeds, if any, shall be deposited with the Treasurer of Oconee County in a special fund to the credit of the County and shall be applied to payment of costs of issuance of the Series 2017 Bond.

SECTION 14. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2017 Bond and this Ordinance, such notice in the form attached hereto as Exhibit A, having been published in *The Journal*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 15. Filings with Central Repository. In compliance 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 audit of the County within thirty (30) days 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 percent (5%) of the County's revenue or its tax base.

SECTION 16. Tax Covenants. The County hereby covenants and agrees with the holders of the Series 2017 Bond that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2017 Bond to become includable in the gross income of the bondholder 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 2017 Bond and that no use of the proceeds of the Series 2017 Bond shall be made which, if such use had been reasonably expected on the date of issue of the Series 2017 Bond would have caused the Series 2017 Bond to be "arbitrage bonds", as defined in the United States Internal Revenue Code of 1986 (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 2017 Bond is 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 County Administrator is hereby authorized to adopt written procedures to ensure the County's compliance with federal tax matters relating to the Series 2017 Bond.

The County Administrator is hereby authorized to determine whether the Series 2017 Bond will be designated as a "qualified tax exempt obligation" as defined in Section 265(b)(3) of the Code. To the extent that the Series 2017 Bond is so designated, 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 the year in which such Series 2017 Bond is issued (other than private activity bonds that are not qualified Section 501(c)(3) bonds), or the Series 2017 Bond will otherwise meet the requirements necessary for such bond to be designated (or deemed-designated) as a "qualified tax exempt obligation" as defined in Section 265(b)(3) of the Code.

SECTION 17. Miscellaneous. The County Council hereby authorizes the Chair of County Council, the Vice-Chair of County Council, the County Administrator, the Clerk to the County Council and County Attorney, to execute such documents and instruments as may be necessary to effect the refunding of the Bond to be Refunded and the issuance of the Series 2017 Bond. The County Council hereby authorizes the County Administrator to retain McNair Law Firm, P.A., as bond counsel in connection with the issuance of the Series 2017 Bond. The County Council hereby further authorizes the County Administrator to retain Compass Municipal Advisors, LLC as financial advisor to the County in connection with the issuance of the Series 2017 Bond.

SECTION 18. Repeal of Conflicting Ordinances. All orders, resolutions, ordinances and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2017 Bond are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 19. Codification. This Ordinance shall be forthwith codified in the Code of County Ordinances in the manner required by law.

SECTION 20. Effective date. The provisions of this Ordinance shall be effective upon its enactment.

[Signature page follows]

Enacted by the County Council of Oconee County, South Carolina this 19th day of September, 2017.

OCONEE COUNTY, SOUTH CAROLINA

Chair, County Council
Oconee County, South Carolina

County Administrator
Oconee County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council,
Oconee County, South Carolina

Date of First Reading: August 15, 2017
Date of Second Reading: September 5, 2017
Date of Public Hearing: September 19, 2017
Date of Third Reading: September 19, 2017

PUBLIC NOTICE

Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the 6:00 p.m. meeting of Oconee County Council on September 19, 2017, at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider an Ordinance authorizing the County to issue not exceeding \$530,000 General Obligation Refunding Bonds (Keowee Fire Tax District), Series 2017 (the "Series 2017 Bond"), the proceeds of which will be applied to defray the costs of refunding the County's \$1,200,000 original principal amount General Obligation Bond (Keowee Fire Tax District), Series 2007.

The full faith, credit and taxing power and resources of the County will be pledged for the payment of the principal and interest on the Series 2017 Bond as they respectively mature and for the creation of such sinking fund as may be necessary to provide for the payment thereof; provided, however, there shall be levied annually within the Keowee Fire Tax District an ad valorem tax in an amount designed to provide debt service on the Series 2017 Bond.

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 Series 2017 Bond.

OCONEE COUNTY COUNCIL, SOUTH CAROLINA

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2017-24

AN ORDINANCE AUTHORIZING THE TRANSFER OF COUNTY-OWNED REAL PROPERTY, LOCATED WITHIN THE GOLDEN CORNER COMMERCE PARK, COMPRISING APPROXIMATELY 22 ACRES, TO THE OCONEE ECONOMIC ALLIANCE FOR THE PURPOSE OF CONSTRUCTION OF A “SPECULATIVE BUILDING” FOR INDUSTRIAL OR BUSINESS USE IN ORDER TO PROMOTE INCREASED OPPORTUNITIES FOR ECONOMIC GROWTH AND DEVELOPMENT WITHIN THE COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina to sell or otherwise dispose of real property and to make and execute contracts; and,

WHEREAS, the County owns the Golden Corner Commerce Park (the “Park”), a 322 acre South Carolina Department of Commerce Site Certified manufacturing, warehouse, and distribution park; and,

WHEREAS, the County seeks to attract capital investment and job creation for the betterment of its citizenry; and,

WHEREAS, the County has provided significant funding to bring necessary sewer infrastructure to the Park, and the County has water, natural gas, and electric utilities available for the Park; and,

WHEREAS, the County desires to further enhance the Park so as to make it an even more attractive and suitable destination for future industrial companies; and,

WHEREAS, the Oconee Economic Alliance, also known as the Oconee Alliance, Inc. (“OEA”), partners with the County and is tasked with marketing the County and conducting economic and community development in the County, so as to facilitate, conduct, and enhance the recruitment and retention of business and industry in the County; and,

WHEREAS, to further economic development and the creation of new jobs in the County, the County and the OEA desire for the OEA to construct and develop a speculative building suitable for manufacturing or other industrial or commercial uses (the “Building”) in the Park; and,

WHEREAS, the County and the OEA desire that the OEA construct the Building on a parcel of land of approximately 22 acres (the “Real Property”) located within the Park, as more fully described on Exhibit “A” attached hereto; and,

WHEREAS, to defray the cost of constructing and developing the Building, the OEA desires to pursue a loan, in an amount not to exceed Three Million and 00/100 (\$3,000,000.00) Dollars, through the South Carolina Public Service Authority’s Economic Development Revolving Loan Program (the “Loan”), a condition of which would be offering as security for the Loan a mortgage on the Real Property; and,

WHEREAS, to facilitate the Loan and the OEA’s development of the Building, the County desires to transfer the Real Property to the OEA; and,

WHEREAS, the County and the OEA desire to enter into a Land Transfer and Development Agreement (the “Agreement”), the substantially final form of which is attached hereto as Exhibit “B,” to set forth the terms and conditions of the transfer of the Real Property to the OEA and the construction and development of the Building.

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

Section 1. Transfer of the Real Property Approved. The transfer of the Real Property is hereby approved, and the County Administrator is hereby authorized and directed to execute and deliver a deed and/or such other conveyance documents, and to take all other steps as are necessary and appropriate to transfer the Real Property to the OEA.

Section 2. Agreement Approved. County Council approves the form, terms, and provisions of the Agreement, and the County Administrator shall be, and hereby is, authorized to execute and deliver the Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit “B,” or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator’s approval to be deemed given by his execution of the Agreement.

Section 3. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Real Property transfer and the Agreement and to execute and deliver any such documents and instruments on behalf of the County.

Section 4. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

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

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

ORDAINED in meeting, duly assembled, this _____ day of _____, 2017.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: August 15, 2017
Second Reading: September 5, 2017
Third Reading: _____
Public Hearing: _____

EXHIBIT A

Attached.

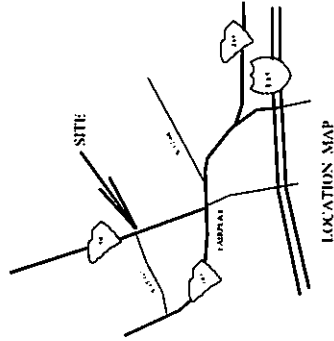
EXHIBIT B

To be Provided

PLAT PART FOR

OCONEE COUNTY, SC

PARCEL ONSITE HWY 59
REF ID: 1406 PG 111
REF P.B. A. 41 PG. 06
PLAT BY S.R. EDWARDS DATED
9/8/2012, R.I.V. 0722 2013
P.O. MAPS 112 00 001 011



ACREAGE - 22.38

DATE: APRIL 30, 2013

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

TOWNSHIP OF CENTER

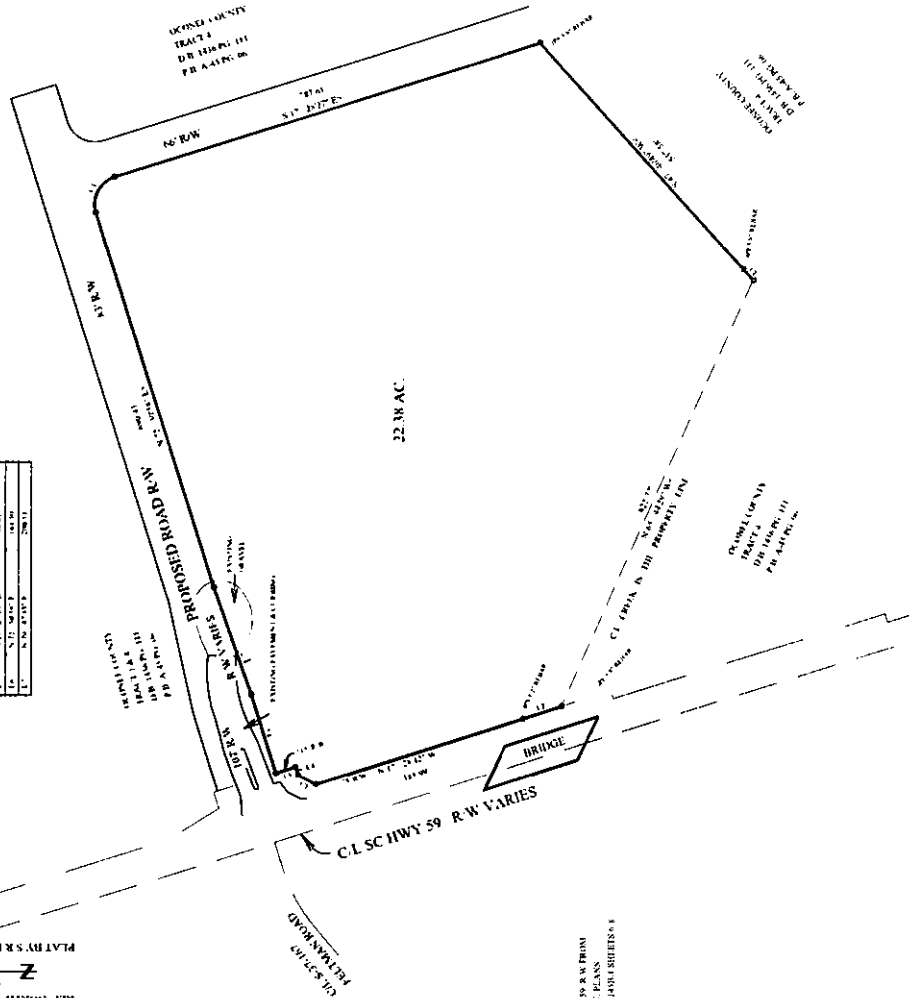
SCALE: 1" = 150'



I HEREBY CERTIFY THAT THE PREPARED BY ME FOR THE PURPOSES OF THIS PLAT AND THE ACCURACY OF THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF SOUTH CAROLINA. I HAVE NOT BEEN DISCIPLINED OR REPRIMANDED BY THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF SOUTH CAROLINA. I HAVE NOT BEEN CONVICTED OF A CRIME INVOLVING FRAUD OR PERJURY. I HAVE NOT BEEN CONVICTED OF A CRIME INVOLVING THE OBTAINING OF A LICENSE OR CERTIFICATE BY FRAUD OR PERJURY. I HAVE NOT BEEN CONVICTED OF A CRIME INVOLVING THE OBTAINING OF A LICENSE OR CERTIFICATE BY FRAUD OR PERJURY. I HAVE NOT BEEN CONVICTED OF A CRIME INVOLVING THE OBTAINING OF A LICENSE OR CERTIFICATE BY FRAUD OR PERJURY.

LINE	BEARING	DISTANCE	CUMULATIVE BEARING	CUMULATIVE DISTANCE
1	N 17° 15' 00" E	100.00	N 17° 15' 00" E	100.00
2	S 72° 45' 00" W	100.00	S 72° 45' 00" W	100.00
3	N 17° 15' 00" E	100.00	N 17° 15' 00" E	100.00
4	S 72° 45' 00" W	100.00	S 72° 45' 00" W	100.00
5	N 17° 15' 00" E	100.00	N 17° 15' 00" E	100.00
6	S 72° 45' 00" W	100.00	S 72° 45' 00" W	100.00
7	N 17° 15' 00" E	100.00	N 17° 15' 00" E	100.00
8	S 72° 45' 00" W	100.00	S 72° 45' 00" W	100.00
9	N 17° 15' 00" E	100.00	N 17° 15' 00" E	100.00
10	S 72° 45' 00" W	100.00	S 72° 45' 00" W	100.00

Exhibit A



NOTES: PROPERTY SUBJECT TO WETLAND REGULATIONS
CORNERS ARE 5\"/>

SCALE: 1\"/>

GREGORY BLAKE SENESEE P.L.S. # 11112
15547 WETLANDS HWY, SENESEE, SC 29678
TEL: (803) 682-0024

PLAT PART FOR

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: September 5, 2017
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Presentation of Millage proposal for Tax Year 2017 Fiscal Year 2018

BACKGROUND DESCRIPTION:

Millage approval is required to fund FY 2018 for:
1) Oconee County operational and bond payments
2) The School District of Oconee County and bond payments
3) Keowee Fire District Millage

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

n/a

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

Presentation will be sent prior to meeting date.

STAFF RECOMMENDATION [Brief Statement]:

Millage is normally set in September to provide tax calculations for processing of tax notices per SC Code of Law.

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:



T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 5, 2017

ITEM TITLE:

Title: Engineering Services for Landfill Remediation

Department: Solid Waste

Amount: \$107,128.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2017-2018 budget process.

Finance Approval: *Lactate Price*

Assigned Solid Waste Reserve: \$1,692,200

Project Cost: \$107,128

Balance Solid Waste Reserve: \$1,585,072

BACKGROUND DESCRIPTION:

At the January 17, 2017 Council meeting, Council approved the award of RFP 16-09 to Smith Gardner, Inc., for Engineering Services for Solid Waste. The Solid Waste department wishes to contract with Smith Gardner to provide engineering services for one remediation project for the closed Five Forks Landfill and two remediation projects for the closed Class 3 Seneca Landfill that were mandated by DHEC.

- Additional Groundwater Monitoring Wells, Five Forks Landfill – the installation of two additional groundwater monitoring wells for \$10,048.00.
- Landfill Gas Remediation Plan, Seneca Landfill – This includes an investigation into improving the performance of the existing gas extraction system and the installation of a passive LFG vent trench for \$39,070.00.
- Implementation of PlumeStop for 250 ft. Pilot Study, Seneca Landfill – This study was set forth in the Corrective Action Plan approved by DHEC for a pilot study of implementing the selected remedy, PlumeStop (Liquid Activated Carbon) enhanced bioremediation for approximately 250 feet to determine the effectiveness of this type of barrier system, prior to the installation of a full scale system for \$58,010.00.

The costs listed above are for engineering services from Smith Gardner, Inc. They will also provide assistance in developing bid specifications and recommendations in selecting outside contractors to perform this work, which will be brought to Council separately for approval.

ATTACHMENT(S):

1. Proposal for Installation of two additional groundwater monitoring wells at Five Forks Landfill – not to exceed \$10,048.00
2. Proposal for Implementation of Landfill Gas Remediation Plan at Seneca Landfill – not to exceed \$39,070.00
3. Proposal for Implementation of the PlumeStop with Enhanced Bioremediation Reagent Pilot Study at Seneca Landfill – not to exceed \$58,010.00

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the total award of \$107,128.00 to Smith Gardner, Inc., of Raleigh, NC for engineering services for the three projects listed above.

Submitted or Prepared By: *Robyn Courtright*
Robyn Courtright, Procurement Director

Approved for Submittal to Council:

T. Scott Moulder
T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head/ Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

MEMORANDUM

Date:	August 18, 2017
To:	Mr. Swain Still, Oconee County
From:	Kevin Anderson, P.G., Smith Gardner, Inc.
RE:	Proposals for Groundwater and Landfill gas Remediation Oconee County-Seneca Landfills

The attached proposals have been prepared to provide a scope of services, budget and schedule for implementation of groundwater and landfill gas remediation services at the Oconee County Seneca and Five Forks Closed Class 3 Landfills. The proposals have been prepared at the request of Oconee County and the services outlined in each are required due to regulatory requirements regarding groundwater impacts and landfill gas migration from the Closed Class 3 landfills.

Below is a summary table that provides general information regarding the attached proposals. Please review the specific proposals for additional information related to the scope of services to be provided and the budgets for each.

Proposal Name	Regulatory Driver	Budget Estimate	Comments
Proposal for Additional Groundwater Monitoring Well Installation, Five Forks Closed Class 3 Landfill	Comment #2 in the DHEC Letter dated June 15, 2017 approving the Corrective Action Monitoring Plan for the Five Forks Landfill	\$10,049.00	
Proposal for Implementation of Landfill Gas Remediation Plan, Seneca Closed Class 3 Landfill	DHEC Letter dated July 9, 2015 approving the Landfill Gas Remediation Plan	\$39,070.00	Cost does not include construction contractor for trench
Proposal for Implementation of the PlumeStop® with Enhanced Bioremediation Reagent Pilot Study, Seneca Closed Class 3 Landfill	DHEC Letters dated December 12, 2016 and January 9, 2017 requesting a Corrective Action Monitoring Plan	\$58,010.00	Cost does not include Regeneration or well driller costs

Please be aware that the proposal for implementation of the PlumeStop® with Enhanced Bioremediation Reagent Pilot Study at the Seneca Closed Class 3 Landfill includes costs for only a portion of the overall treatment area. Once the pilot study portion has been implemented and the results evaluated, a proposal to implement the remediation at the remainder of the treatment area will be prepared.

Attachments:

**Proposal for Additional Groundwater Monitoring Well
Installation, Five Forks Closed Class 3 Landfill**

June 30, 2017

Mr. Swain Still
Solid Waste Director
Oconee County Solid Waste Complex
15028 Wells Highway
Seneca, South Carolina 29678

RE: Proposal for Additional Groundwater Monitoring Well Installation
Oconee County Closed Class 3 Landfill – Five Forks
Solid Waste Permit #: 371001-1182
Oconee County, South Carolina

Dear Mr. Still:

Smith Gardner, Inc. (S+G) is pleased to submit the following scope of work and cost proposal for professional environmental services to Oconee County. This proposal is presented in response to comment 2 of the June 19, 2017 letter from the South Carolina Department of Health and Environmental Control (DHEC) responding to the Corrective Action Monitoring Plan (CAMP) prepared by S+G on behalf of Oconee County and submitted to the DHEC on March 15, 2017. Comment 2 indicates that the CAMP was approved as submitted and that the installation of two additional groundwater monitoring wells at the Five Forks Landfill facility, as proposed in the CAMP, was also approved.

Site chemicals of concern (COCs) have been detected in groundwater samples collected from the MW-6/MW-6D monitoring well cluster and monitoring well MW-8D, which are located near the southwestern corner of the site. One of the proposed wells will be located downgradient of these wells and immediately upgradient of (within approximately 20 feet) the unnamed, intermittent stream that borders the closed Five Forks Landfill unit to the south, southeast, and southwest. This well will provide a monitoring point positioned downgradient of the area where the highest concentrations of site COCs have been detected and before the groundwater discharges to the stream, and is intended to delineate the southwestern edge of the contaminant plume.

The positioning of monitoring wells MW-5 and MW-7S leaves an approximately 750 foot gap in the monitoring well network in the area to the southeast of the closed Five Forks Landfill unit. In order to address this gap, S+G will install the second additional groundwater monitoring well approximately half-way between MW-5 and MW-7S. The well will be installed immediately upgradient (within approximately 20 feet) of the unnamed, intermittent stream and is intended to delineate the southeastern edge of the contaminant plume.

A scope of work and budget is provided below to address the DHEC request:

SCOPE OF WORK

S+G will contract with a drilling contractor certified in the State of South Carolina to drill and install the two monitoring wells in accordance with South Carolina Well Standards (R.61-

71.D.1). The procedures for installation and development of the monitoring wells are described in the sections below.

Monitoring Well Installation

The DHEC included Monitoring Well Approval # MW-11119 with the June 19, 2017 correspondence; therefore, an application for a monitoring well installation permit is not necessary.

The two permanent monitoring wells will be installed in accordance with the South Carolina Well Standards (R.61-71). The monitoring wells will be installed using a direct-push technology (DPT) rig equipped with auger drilling capabilities or, if necessary due to site conditions, a rotary drill rig advancing 4.25-inch inside diameter hollow-stem augers. Drilling equipment will be decontaminated prior to use at each borehole location. A continuous soil core will be collected at each boring location from the ground surface until the water table is encountered via a DPT rig utilizing a core barrel fitted with disposable cellulose acetate butyrate liners prior to advancing the hollow-stem augers. Soil core collection will allow S+G personnel to log the subsurface lithology encountered and identify the depth to the water table.

The permanent shallow groundwater monitoring wells will be constructed using a 2-inch diameter, Schedule 40, flush threaded, PVC casing fitted with a 2-inch diameter, Schedule 40 PVC, factory milled, 0.01-inch slot size, well screen. The screened section will be 10 feet in length and will be placed at a depth that ensures the water table will be bracketed with the majority of the screen submerged. Total well depths and placement of the screened intervals will be determined by an experienced S+G geologist in the field and will be based on the local geology and depth to the static water table. For budget purposes, it is assumed that the total depth of each monitoring well will not exceed 30 feet below ground surface (bgs).

After placing the well screen and riser in the borehole, an artificial filter pack will be placed from the terminus of the borehole to approximately two feet above the screened section. The filter pack will be followed by a bentonite plug, which will be a minimum of two feet in thickness. The plug will be hydrated and the borehole will be sealed to a depth of approximately six inches below ground surface using a Portland cement/bentonite grout to allow for the placement of a lockable steel protective casing around the riser and the completion of a six-inch thick, two-foot by two-foot, concrete well pad. The steel protective casing will extend approximately three feet above the well pad/ground surface and will be fitted with a steel well tag providing, at a minimum, the well ID, total depth, screened interval, and date installed as required by R.61-71.H.2.c.

As-built construction logs of the groundwater monitoring wells will be generated after installation. Additionally, the well driller shall complete a Water Well Record (Form 1903) for submittal to the DHEC for each monitoring well installed.

Monitoring Well Development

Post installation, the monitoring wells will be developed by overpumping and the use of a surge block (if warranted by the presence of an excessive amount of fines) until clear, relatively sediment-free water is produced and the pH, turbidity, specific conductivity, and temperature of the groundwater have stabilized. A minimum of three well volumes will be removed before a well may be considered developed. If, after removal of three well volumes, the development criteria have not been achieved, the process will continue until either the criteria have been met or 10 well volumes have been removed. It is then at the discretion of the field geologist to consider the well developed or to determine whether development activities should continue.

Surveying

After installation and development, the locations and top-of-casing elevations of the newly installed monitoring wells will be determined by a South Carolina registered land surveyor.

Investigation Derived Waste

The investigation derived waste (IDW) generated during the well installation activities will consist of soil cuttings and purged groundwater. The amount of IDW produced is expected to be minimal. All IDW will be containerized in 55-gallon drums and stored on-site pending the results of laboratory analysis. Based on the analytical results, the IDW will be disposed of properly.

Report Preparation

Following installation and development of the monitoring wells, S+G will prepare a letter report documenting the well installations. Well construction logs and the appropriate DHEC well forms will be completed and included in the letter report.

BUDGET

S+G can complete the above scope of work for a not-to-exceed budget of \$10,048. The table below illustrates the approximate hours for the personnel participating in this project.

Personnel	S+G Labor Rate	Anticipated Hours	Expenses*	Estimated Total
Bobby Wolf, P.G.	\$112.00	40		\$4,480.00
Kevin Anderson, P.G.	\$142.00	4		\$568.00
Well Installation and Development*			\$4,000.00	\$4,000.00
Surveying*			\$1,000.00	\$1,000.00
				\$10,048.00

* 10% mark up

The following assumptions have been made:

- Only Level D Personal Protective Equipment (PPE) will be required;
- The drilling locations are accessible by a DPT or, if necessary, track-mounted drill rig;
- If clearing is required, an additional equipment (Skid-Steer loader) rental fee will be applied;
- Drilling and development activities can be completed in 2 days;
- DPT and/or auger drilling techniques will be utilized;
- Monitoring wells will be installed no deeper than 33 feet bgs; and,
- Groundwater sample collection and analysis is not included.

SCHEDULE

S+G is prepared to begin work on this project immediately upon authorization to proceed. It is anticipated that monitoring well installation activities can be completed in 2 days following mobilization to the Five Forks Landfill facility. A letter report will be produced within two weeks following completion of the well installations.

We appreciate the opportunity to assist Oconee County in this scope of services. If you have any questions, or require further information, please contact us at (919) 828-0577 or by email below.

Sincerely,

SMITH GARDNER, INC.



Bobby Wolf, P.G.
Project Geologist, ext. 302
bobby@smithgardnerinc.com



C. Kevin Anderson, P.G.
Senior Geologist, ext. 223
kevin@smithgardnerinc.com



June 19, 2017

Mr. Scott Moulder
County Administrator
415 South Pine St
Waltham, SC 29691

RE: Corrective Action Monitoring Plan
Wolf to Oberly, dated March 15, 2017
2017 Semi-annual Monitoring Report
Wolf to Oberly, dated May 15, 2017
Oconee County Class 3 Landfill (Five Forks)
Solid Waste Permit #: 371001-1102
Oconee County

Dear Mr. Moulder:

The above referenced document has been reviewed with regards to the requirements of R.61-107.19 Part V, Subpart E of the South Carolina Solid Waste Management Regulations and Solid Waste Permit #371001-1102. The following comments were generated as a result of this review:

- 1) Oconee County has completed the Assessment of Corrective Measures (ACM) process as required and outlined in Regulation R. 61-107.19 Part V, Subpart E, Section 258.56. The chosen remedy of Monitored Natural Attenuation was approved on December 22, 2016 (Oberly to Moulder).
- 2) The Corrective Action Monitoring Plan is approved as submitted. The proposed installation of two (2) additional monitoring wells is approved. Please find enclosed Monitoring Well approval MW-11119. Should these wells become permanent, the Groundwater Detection Monitoring Plan for the Facility shall be required to be amended accordingly, along with the financial assurance.
- 3) All parameters which were detected above applicable groundwater protection standards in the semi-annual sampling event are being addressed by the corrective action.

Please note, the next scheduled monitoring report is due on or before **November 15, 2017**. If you require any further information or have any questions or concerns, I may be reached at (803) 898-1388 or oberlyd@dhec.sc.gov.

Sincerely,

David Oberly, II, Hydrogeologist

**Solid Waste Permitting and Monitoring Section
Division of Mining and Solid Waste Management
Bureau of Land and Waste Management**

Encl: Monitoring Well Approval MW-11119

**cc: Juli Blalock, Manager, SWPMS
Bryan Ball, Upstate EQC (Anderson)
Swain Still, Oconee County Solid Waste Manager, ssill@oconeesc.com
Bobby Wolf, P.G., Smith & Gardner, bobby@smithgardnerinc.com
File #20401**

Monitoring Well Approval

Approval is hereby granted to: Mr. Scott Moulder
Facility: Oconee County Five Forks Class 3 Landfill
Solid Waste Permit #: 37001-1102
County: Oconee

This approval is for the installation of two (2) monitoring wells. The wells are to be installed in the location as illustrated in the March 15, 2017 correspondence (Wolf to Oberly), and per the proposed construction details provided in the correspondence. The wells are to be constructed within the surficial aquifer for the intended purpose of groundwater monitoring at the site.

Please note that R.61-71 requires the following:

1. All wells shall be drilled, constructed, and abandoned by a South Carolina certified well driller per R.61-71 D.1.
2. All wells shall be properly developed per R.61-71 H.2.d. A Water Well Record Form (DHEC 1903) or other form provided or approved by the Department shall be completed for each well and submitted within 30 days after well completion or abandonment unless another schedule has been approved by the Department. The form should contain the "as-built" construction details and all other information required by R.61-71.H.1.f.
3. All analytical data and water levels obtained from each monitoring well shall be submitted to the author of this approval within 30 days of receipt of laboratory results unless another schedule has been approved by the Department as required by R.61-71.H.1.d.
4. All monitoring wells shall be labeled as required by R.61-71.H.2.c.
5. If any of the information provided to the Department changes, please notify David Oberly (803-898-1398) and the regional solid waste consultant Bryan Ball (864-260-5569) at least twenty-four (24) hours prior to well construction as required by R.61-71.H.1.a.
6. All temporary monitoring wells shall be abandoned within 5 days of borehole completion using appropriate methods as required by R.61-71.H.4.c.

This approval is pursuant to the provisions of Section 44-55-40 of the 1976 South Carolina Code of Laws and R.61-71 of the South Carolina Well Standards and Regulations, dated April 26, 2002.

Date of Issuance: May 30, 2017

Approval #: MW-11119



David Oberly, II, Hydrogeologist
Solid Waste Permitting and Monitoring Section
Division of Mining and Solid Waste Management
Bureau of Land and Waste Management

**Proposal for Implementation of Landfill Gas
Remediation Plan, Seneca Closed Class 3 Landfill**

August 17, 2017

Mr. Swain Still
Solid Waste Director
Oconee County Solid Waste Complex
15028 Wells Highway
Seneca, South Carolina 29678

RE: Proposal for Implementation of Landfill Gas Remediation Plan
Seneca Landfills – Closed Class 3 Landfill
Solid Waste Permit #: 371001-1101
Oconee County, South Carolina

Dear Mr. Still:

Smith Gardner, Inc. (S+G) is pleased to submit the following scope of work and cost proposal for professional environmental services to Oconee County. This proposal is for implementation of the Landfill Gas Remediation Plan (Plan) prepared by S+G in August 2014 and subsequently approved by the South Carolina Department of Health and Environmental Control (DHEC) in their letter (Oberty to Meulder) dated July 9, 2015 (attached).

A scope of work and budget is provided below for implementation of the Plan.

SCOPE OF WORK

The approved Plan outlined a phased approach to improve the performance of landfill gas (LFG) remediation at the Seneca Site. The approaches outlined in the Plan include the completion of an investigation into improving the performance of the existing gas extraction system and the installation of a passive LFG vent trench.

Active Gas Extraction System Investigation

Significant amounts of water have been observed in several of the extraction wells associated with the active LFG extraction system, most notably along Strawberry Farm Road. To restore LFG collection system efficacy, the affected wells need to be dewatered in an attempt to reestablish gas flow. S+G will conduct an investigation that includes intermittent pumping (one-week time frame) followed by several weeks of gauging water levels on multiple wells, including GV-1A, GV-1AB, GV-2A, and GV-3A, to more accurately evaluate the extent and recharge rate of the perched water levels surrounding the extraction wells. This determination will indicate whether there is a need for a permanent pumping solution (i.e. installing a water extraction system) or if temporary pumping conducted on an as-needed

¹ Landfill Gas Remediation Plan, Seneca Landfills-Closed Class 3 Landfill, Oconee County South Carolina, Solid Waste Permit Number 371001-1101, prepared for Oconee County Solid Waste Management, August 2014

basis will be sufficient to dewater the wells and improve LFG extraction system performance. The pumped water will be placed into the LFG condensate system to be stored on-site pending disposal by Oconee County

The pumping event will identify the recharge rate and volume of water present at each affected extraction well and will provide an indication of how the wells influence one another (if applicable). Provided the volumes removed are relatively small and the recharge rates are minimal once the volume of water around the wells has been reduced, temporary pumping conducted on an as-needed basis may be sufficient to improve extraction system performance. If the volumes removed prove to be too large for temporary pumping to be a viable alternative, remedial options will be further evaluated based on the data gathered during the pumping event.

S+G will prepare a report describing the activities completed, providing an evaluation of the results, and presenting recommendations on improving the efficacy of the system

Passive LFG Vent Trench Installation

To assist in preventing the off-site migration of LFG toward sensitive receptors located to the west of Strawberry Farm Road, S+G will assist Oconee County in contracting with a construction company to install a passive LFG vent trench to the west of the Closed Class 3 Landfill. The passive LFG trench will total approximately 650 feet in length and will extend from the area adjacent to gas extraction well GV-2A (approximately 150 feet to the north of the former convenience center) to the area adjacent to LFG monitoring well GMW-7. Assistance from S+G will include preparation of bid documents (general and technical specifications) along with providing a site plan and trench schematic for Oconee County to provide to potential construction contractors bidding on the project. The specific construction details for the passive trench were outlined in the Landfill Gas Remediation Plan previously referenced. Once a contractor has been selected, S+G will provide construction oversight to ensure the passive trench is installed according to the specifications.

To monitor the effectiveness of the passive LFG vent trench, S+G will install three (3) new LFG monitoring wells on the County-owned property with residences to the west of Strawberry Farm Road, one (1) well on the church property to the west of Strawberry Farm Road, and one (1) well on the Oconee County Solid Waste Complex property at the intersection of Strawberry Farm Road and Wells Highway. The wells will be installed by a South Carolina certified well driller in accordance with the South Carolina Well Standards (R.61-71). The LFG monitoring wells will be constructed of 1-inch diameter schedule 40 polyvinyl (PVC) riser pipe and screen (0.02-inch slot). It is estimated that the LFG monitoring wells will be installed to maximum depths of 15 feet below ground surface.

Following completion of the passive trench and LFG monitoring well installations, S+G will provide a brief report along with an as-built construction drawing for the trench.

BUDGET

S+G can complete the above scope of work for a not-to-exceed budget of \$39,070.00. The table below illustrates the approximate hours and expenses for this project.

Personnel/Item	Labor Rate	Anticipated Hours	Expenses*	Estimated Total
<i>Active Gas Extraction System Investigation</i>				
Bobby Wolf, P.G.	\$112.00	32		\$3,584.00
Britt Ransom	\$89.00	80	\$1,000.00	\$8,120.00
Pumps and Supplies			\$1,000.00	\$1,000.00
Subtotal				\$12,704.00
<i>Passive LFG Vent Trench Installation</i>				
Britt Ransom	\$89.00	80	\$2,000.00	\$9,120.00
Bobby Wolf, P.G.	\$112.00	32	\$300.00	\$3,884.00
Kaitlen Drafts, P.E.	\$110.00	60	\$300.00	\$6,900.00
Kevin Anderson, P.G.	\$142.00	6		\$852.00
Gas Monitoring Well Installation (Subcontractor)			\$5,610.00	\$5,610.00
Subtotal				\$26,366.00
TOTAL				\$39,070.00

** 10% mark up*

The following assumptions have been made:

- Only Level D Personal Protective Equipment (PPE) will be required;
- The drilling locations are accessible by a DPT or, if necessary, truck-mounted drill rig.
- Drilling activities can be completed in two (2) days;
- Passive trench installation can be completed in six (6) days;
- Oconee County will contract directly with a construction company for trench installation;
- Disposal of the water pumped during the active gas extraction system investigation will be provided by Oconee County; and
- Disposal of soil or waste (if encountered) generated during excavation of the passive LFG vent trench will be the responsibility of Oconee County.

SCHEDULE

S+G is prepared to begin work on this project immediately upon authorization to proceed. It is anticipated that active gas extraction system investigation can be initiated within two (2) weeks of authorization to proceed. It is anticipated that trench construction can be initiated within four (4) to six (6) weeks following selection of a construction company by Deonee County.

We appreciate the opportunity to assist Deonee County in this scope of services. If you have any questions, or require further information, please contact us at (919) 828-8577 or by email below.

Sincerely,

SMITH GARDNER, INC

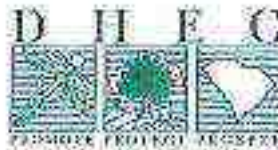


Bobby Wolf, P.E.
Project Geologist, ext. 302
bobwolf@smithgardnerinc.com



C. Kevin Anderson, P.E.
Senior Geologist, ext. 223
kevin@smithgardnerinc.com

DHEC Letter



Caroline E. Heigl, Director

Promoting and protecting the health of the public and the environment

July 9, 2015

MR T SCOTT MOULDER
OCONEE COUNTY ADMINISTRATOR
415 SOUTH PINE ST
WALHALLA SC 29691

RE: Methane Remediation Plan
Date: August 11, 2014
Oconee County Class 3 Landfill (Seneca)
Permit # 371001-1101
Oconee County

Dear Mr. Moulder:

The above referenced document has been reviewed with regard to the requirements of R.61-107.19 Part V, Subpart E of the South Carolina Solid Waste Management Regulations and Solid Waste Permit #371001-1101. The following comments were generated as a result of this review:

The plan is approved as submitted. A well installation request to install the additional methane monitoring wells should be submitted prior to well installation which details the installation date and construction schematics and locations of the wells. Upon completion, a summary report shall be submitted detailing as-built specifications.

Please note the next Monitoring report is due on or before **November 15, 2015**. If you require any further information or have any questions or concerns, I may be reached at (803) 898-1398 or oberlyd@dhec.sc.gov.

Sincerely,

David Oberly II, Hydrogeologist
Solid Waste Groundwater Section
Division of Mining and Solid Waste Management
Bureau of Land and Waste Management

cc: Swain Still, Oconee County Solid Waste
Bobby Wolf, P.G., Smith and Gardner, Inc.
Adam Martin, Upstate Region DQC (Anderson)
Bureau file #20402

**Proposal for Implementation of the PlumeStop® with
Enhanced Bioremediation Reagent Pilot Study, Seneca
Closed Class 3 Landfill**

August 17, 2017

Mr. Swan Still
Solid Waste Director
Oconee County Solid Waste Complex
15028 Welts Highway
Seneca, South Carolina 29678

RE: Proposal for Implementation of the PlumeStop® with Enhanced Bioremediation Reagent Pilot Study
Seneca Landfills – Closed Class 3 Landfill
Solid Waste Permit #: 371001-1101
Oconee County, South Carolina

Dear Mr. Still:

Smith Gardner, Inc. (S+G) is pleased to submit the following scope of work and cost proposal for professional environmental services to Oconee County. This proposal is for implementation of the pilot study as set forth in the Corrective Action Plan¹ (CAP) prepared by S+G and subsequently submitted to the South Carolina Department of Health and Environmental Control (DHEC) for approval on August 1, 2017. The CAP was developed in concert with a Corrective Action Monitoring Program (CAMP) that was requested by the DHEC in their letters (Oberly to Moulder) dated December 22, 2014 and January 9, 2017 (attached). The CAP outlines the remedial approach chosen for mitigating groundwater impacts related to Oconee County's closed Class 3 landfill at the Seneca Landfills facility, while the CAMP provides a monitoring strategy for evaluating the effectiveness of the selected remedy. As presented in the CAP, the methodology for implementing the selected remedy, PlumeStop® Liquid Activated Carbon™ (PlumeStop) with enhanced bioremediation (EB), includes conducting a field-scale pilot study across the northern lobe of the contamination plume (approximately 250 feet in length) to determine the effectiveness of the PlumeStop barrier system and enhancing agent prior to the implementation of a full-scale system.

The DHEC is currently reviewing the CAP/CAMP and has not yet issued an approval of the plan. This proposal covers completing the activities associated with the pilot study component of the CAP, as it was submitted to the DHEC. A scope of work and budget is provided below for implementation of the pilot study. Should the Department request any modifications to the plan, it may require an alteration of the scope of work and/or budget.

SCOPE OF WORK

The CAP outlines several activities that must be conducted prior to and during the pilot study. These activities include the completion of Design Verification Testing (DVT), injection boring and

¹ Corrective Action Plan/Corrective Action Monitoring Program, Closed Seneca Class 3 Landfill, Oconee County South Carolina, Solid Waste Permit Number 371001-1101, prepared for Oconee County Solid Waste Management, August 2017.

injection well installation, PlumeStop and EB product (e.g. hydrogen release compound) injection, additional monitoring well installation, and pilot study monitoring activities.

Design Verification Testing

The use of PlumeStop with EB at the site will require DVT, a suite of field sampling/testing activities carried out before implementing the subsurface substrate injection program, to evaluate the existing system in greater detail, verify that the subsurface conditions at the selected application location match those conditions used in the design, and determine the most effective enhancing agent. Performing the DVT step provides critical data input to the design team, and allows for the adjustment of the necessary elements in the design. These design adjustments can significantly improve substrate placement and may result in an overall improvement in remedial performance and reduction in overall project cost.

The DVT will include the following elements:

- ***Continuous Soil Core Logging***
 - In order to ensure that the proposed injection area stratigraphy correlates with the site assessment data used in the design, continuous soil cores will be collected from across the entire target treatment zone (TTZ) thickness (estimated at approximately 40 feet) via a direct-push technology (DPT) drill rig.
 - The cores will be collected at three locations; including the end points and approximate center point of the 250 foot long PlumeStop barrier targeting the northern lobe of the contamination plume.
 - The continuous soil cores will be logged, noting the depths and contacts between critical stratigraphic units.
 - Samples of these critical stratigraphic units will be analyzed for key sedimentological features that control contaminant mass storage and transport (i.e. grain size analysis). It is anticipated that up to three samples per boring will be collected for grain size analysis.
 - This aids significantly in determining those soil units that are most likely to be responsible for the majority of contaminant fluxing through a site, as well as determining those units that serve as contaminant storage units.
 - This method provides direct insight into the positional relationships between the mass storage and mass transport units and better defines the remedial and application strategy prior to implementation.

- ***Select Sample Collection for Lab Analysis (as deemed necessary)***
 - Discreet soil samples will be collected for chemical analysis during the continuous coring and logging. These samples will be collected to verify site data observed through routine monitoring and to provide additional data needed for selection of the correct EB reagent. Sample collection will target soil units that have indications of contaminant concentrations that are inconsistent with the site assessment data and the design assumptions upon which the remediation program was developed, if encountered. It is anticipated that up to three samples per boring will be collected for analysis of volatile organic compounds (VOCs), total organic carbon (TOC), iron, and manganese.

- ***Clean Water Injection Testing***

- In order to verify the ability to inject required volumes of fluid reagents into the vertical zones targeted for treatment, a clean water injection test will be performed:
 - Key soil units throughout the vertical profile of the TTZ will be selected. These units will be identified by the previously completed continuous soil core logging and soil physical characteristics analysis.
 - Clean water (may be dyed) will be used as a remediation reagent surrogate. The water will be injected into the TTZ in a systematic way to determine the rate (gallons per minute) of fluid and volume acceptance at varying pressures.
 - This step is critical to determining the potential for hydraulic limitation and associated fluid "surfacing", particularly in shallow groundwater scenarios, and assesses the radius of influence.

- ***Data Review/Recommendations***

- Results of the DVT field work and sample analyses will be compared to the remedial design assumptions.
- Based on the results, a set of recommendations will be made with regard to:
 - Vertical extent of the TTZ (e.g. increased, decreased, or remain the same).
 - Individual soil units within the TTZ to be targeted for application.
 - Application volumes/pressures per target sequence as well as injection method/tooling.

- ***Reporting***

- Data gathered during the DVT will be summarized, detailing findings and recommendations of the DVT activities including:
 - Description of key TTZ soil units and characteristics.
 - Recommendations for lowering overall project costs by more accurately targeting subsurface flux zones and contaminant storage zones.
 - Description of final injection plan detailing the units within the target treatment zone that should be emphasized or de-emphasized.
 - Planned reagent injection volume and application pressure ranges and rates.

This information obtained through the DVT will be used to finalize the design of the field-scale pilot study. For DVT implementation, S+G will be assisted by Regenesi, a company that specializes in scientifically proven product and services-based solutions for groundwater and soil remediation at contaminated sites. Regenesi is the supplier for the proposed remediation product, PlumeStop, which will be used in the pilot study. Costs for Regenesi to assist with the DVT are not included in this proposal. Oconee County will contract directly with Regenesi for these services.

Pilot Study

Upon completion of the DVT, a field-scale pilot study targeting the northern lobe of the contamination plume (the MW-3R, MW-3D, MW-3D2, and MW-3D3 area) will be conducted. The pilot study will span the length of the northern lobe of the plume, estimated at approximately 250 feet. The pilot study field activities will include the installation of the injection borings and wells needed to perform the injection of the PlumeStop and EB reagent, the injection of the PlumeStop

and EB reagent, the installation of additional groundwater monitoring wells, and the completion of regular monitoring activities to observe the progress of the PlumeStop with EB effort.

As with the DVT implementation, S+G will be assisted by Regensis in the implementation of the pilot study. Costs for remediation products and services provided by Regensis are not included in this proposal. Oconee County will contract directly with Regensis for these products and services.

Additionally, the pilot study will involve the installation of injection borings, injection wells, and additional monitoring wells. Costs for installation of these items are not included in this proposal. S+G will assist Oconee County in procurement of a qualified well drilling company to provide these services as part of the pilot study.

The preliminary (pre-DVT) design of the pilot study includes the following elements:

- ***Injection Well/Boring Installation***

S+G proposes installing a single line of collocated injection borings and wells downgradient (east) of the closed Class 3 landfill unit. The injection wells/borings will be positioned between the landfill unit and the MW-3R, MW-3D, MW-3D2, and MW-3D3 monitoring well cluster.

In order to provide greater vertical control of the PlumeStop/HRC injection and to ensure that the product is applied along the full vertical extent of the treatment zone, an injection boring targeting the upper portion of the treatment zone will be paired with an injection well targeting the lower portion of the treatment zone at each injection point. The injection borings will be advanced to approximately 35 feet below ground surface (bgs) and the injection wells will be screened from 35 feet bgs to the saprolite/bedrock interface, estimated at approximately 65 bgs in the area. The collocated injection wells/borings will be spaced approximately 10 feet apart for a total of 25 injection points.

S+G will assist Oconee County in acquiring a permit for installation of the proposed injection wells from the DHEC. A letter will be prepared requesting permission from the DHEC for installation of the wells. The letter will be submitted to the DHEC and once a permit has been obtained, the well installation process will be initiated. Oconee County will contract with a well driller certified in the State of South Carolina to advance the injection borings and drill and install the injection wells in accordance with South Carolina Well Standards (R.61-71.D.1) and South Carolina Underground Injection Control regulations (R.61-87). The procedures to be followed by the selected well driller for advancement of the injection borings and installation and development of the injection wells are described below.

The injection borings will be advanced to a depth of 35 feet bgs at each of the injection points using a DPT rig. Continuous soil cores will be collected during borehole advancement via a core barrel fitted with disposable cellulose acetate butyrate (CAB) liners. The soil core collection will allow S+G personnel to log the subsurface lithology encountered during borehole advancement and identify the depth to the water table at each injection point. Injection of the PlumeStop/HRC will commence once the boring has been advanced and will be completed prior to moving to the next injection point.

The injection wells will be installed using a DPT rig equipped with auger drilling capabilities or, if necessary due to site conditions, a rotary drill rig advancing 4.25-inch inside diameter hollow-stem augers. Drilling equipment will be decontaminated prior to use at each borehole location. The wells will be constructed using 2-inch diameter, Schedule 80, flush threaded, PVC casings fitted with 2-inch diameter, Schedule 80 PVC, factory milled, 0.02-inch slot size, well screens. The screened sections will extend from a depth of 35 feet bgs, to the saprolite/bedrock interface, estimated at approximately 65 bgs in the area. After placing the well screen and riser in the borehole, an artificial filter pack will be placed from the terminus of the borehole to approximately two feet above the screened section. The filter pack will be followed by a bentonite plug, which will be a minimum of two feet in thickness. The plug will be hydrated and the borehole will be sealed to a depth of approximately six inches below ground surface using a Portland cement/bentonite grout to allow for the placement of a lockable steel protective casing around the riser and the completion of a six-inch thick, two-foot by two-foot, concrete well pad.

As-built construction logs of the injection wells will be generated after installation. Additionally, the well driller shall complete a Water Well Record (Form 1903) for submittal to the DHEC for each well installed.

Post installation, the injection wells will be developed by overpumping and the use of a surge block (if warranted by the presence of an excessive amount of fines) until clear, relatively sediment-free water is produced. Development will be completed to restore the original hydraulic conditions of the aquifer and enhance the yield/transmissivity of the screened zone, ensuring the well screens are able to transmit the PlumeStop and HRC along the length of the treatment zone.

Information obtained during the DVT may result in a change to the number, spacing, and depth of the injection borings/wells and may alter the screen placement in the wells.

- ***PlumeStop and HRC Injection***

The PlumeStop and HRC (to be provided by Regenesis) will be transported to the site in bulk containers and will be mixed with water on-site prior to injection. Based on the pre-DVT understanding of the site aquifer conditions and proposed number of injection borings/wells, an estimated 31,200 pounds of PlumeStop and 3,600 pounds of HRC will be required for the pilot study. Once mixed with water, the total application volume of the PlumeStop will be approximately 37,400 gallons, or approximately 1,500 gallons per injection point. After mixing with water, the total application volume of HRC will be approximately 332 gallons, or approximately 13 gallons per injection point.

The appropriate injection rates and pressures will be determined during the DVT. The proposed volumes of PlumeStop and HRC will also be adjusted based on the findings of the DVT.

- ***Additional Monitoring Well Installation***

The existing monitoring wells MW-3R, MW-3D, MW-3D2, MW-3D3, and MW-18 will be used to observe the effects of the PlumeStop/HRC injection on the groundwater impact. In addition to these wells, S+G proposes installing a new groundwater monitoring well downgradient of the existing, impacted well MW-3D. The additional well will be located approximately 60 feet to

the southeast of MW-3D to provide a monitoring point between the impacted well and Speeds Creek. As with the injection wells, S+G will assist Oconee County in acquiring a permit for installation of the proposed monitoring well from the DHEC. Once a permit has been obtained, the well installation process will be initiated. Oconee County will contract with a well driller certified in the State of South Carolina to drill and install the monitoring well in accordance with R.61-71.D.1. The procedures to be followed by the selected well driller for installation and development of the monitoring well are described below.

The proposed monitoring well will be advanced using a DPT rig equipped with auger drilling capabilities or, if necessary due to site conditions, a rotary drill rig advancing 4.25-inch inside diameter hollow-stem augers. Drilling equipment will be decontaminated prior to use. The well will be constructed using 2-inch diameter, Schedule 40, flush threaded, PVC casing fitted with a 2-inch diameter, Schedule 40 PVC, factory milled, 0.01-inch slot size, well screen. The screened section will be 10 feet in length and will be placed at an approximate depth of 60 feet bgs, near the saprolite/bedrock interface. After placing the well screen and riser in the borehole, an artificial filter pack will be placed from the terminus of the borehole to approximately two feet above the screened section. The filter pack will be followed by a bentonite plug, which will be a minimum of two feet in thickness. The plug will be hydrated and the borehole will be sealed to a depth of approximately six inches below ground surface using a Portland cement/bentonite grout to allow for the placement of a lockable steel protective casing around the riser and the completion of a six-inch thick, two-foot by two-foot, concrete well pad. The steel protective casing will extend approximately three feet above the well pad/ground surface and will be fitted with a steel well tag providing, at a minimum, the well ID, total depth, screened interval, and date installed as required by R.61-71.H.2.c.

An as-built construction log of the monitoring well will be generated after installation and the well driller shall complete a Water Well Record (Form 1903) for submittal to the DHEC.

Post installation, the monitoring well will be developed by overpumping and the use of a surge block (if warranted by the presence of an excessive amount of fines) until clear, relatively sediment-free water is produced and the pH, turbidity, specific conductivity, and temperature of the groundwater have stabilized. A minimum of three well volumes will be removed before the well may be considered developed. If, after removal of three well volumes, the development criteria have not been achieved, the process will continue until either the criteria have been met or 10 well volumes have been removed. It is then at the discretion of the field geologist to consider the well developed or to determine whether development activities should continue.

After installation and development, the location and top-of-casing elevation of the newly installed monitoring well will be determined by a South Carolina registered land surveyor.

- ***Pilot Study Monitoring Activities***

The existing monitoring wells MW-1, MW-3R, MW-3D, MW-3D2, MW-3D3, and MW-18, and the newly installed monitoring well positioned to the southeast of MW-3D, will serve as the background (MW-1) and observation wells for the pilot study. These wells will be sampled on a semiannual basis, during the facility's routinely scheduled groundwater monitoring events.

Since the current parameter lists for each of the pilot study monitoring wells includes all of the site contaminants of concern (COCs), S+G proposes to continue analyzing samples collected from these wells according to their established analytical suites. Additionally, in order to confirm that biodegradation is occurring and to provide an indication of the stage of degradation that the plume is in, S+G proposes adding chloride, nitrate, sulfate, dissolved iron, ethane, and methane to the analytical suites for each of the pilot study monitoring wells, as well as the site background well, MW-1.

An evaluation of the performance of the PlumeStop with HRC application in meeting the requirements set forth in 258.58 will be conducted annually with the results of the evaluation presented and discussed in the Annual Groundwater Monitoring Report for the facility.

- **Pilot Study Timeframe**

The area between the Closed Class Three landfill and its associated all-weather perimeter road and the MW-3R/MW-3D/MW-3D2/MW-3D3 cluster varies from approximately 50 to 60 feet in width. Therefore, the injection borings/wells will likely be placed approximately 25 to 30 feet from the monitoring well cluster. Given the calculated groundwater flow rate at the site, it is likely that the PlumeStop with EB application will demonstrate effectiveness within two to three years. At the end of this three-year study period, the efficacy of the PlumeStop with EB application will be evaluated.

BUDGET

S+G can complete the above scope of work for an estimated budget of \$58,010. The table below illustrates the approximate hours and expenses for this project.

Personnel/Item	Labor Rate	Anticipated Hours	Expenses*	Estimated Total
Design Verification Testing				
Bobby Wolf, P.G.	\$112.00	20	\$250.00	\$2,490.00
Britt Ransom	\$89.00	16	\$250.00	\$1,674.00
Soil Boring Installation (Subcontractor)*			\$4,500.00	\$4,500.00
Sample Analysis - Chemical (Subcontractor)*			\$1,400.00	\$1,400.00
Sample Analysis - Physical (Subcontractor)*			\$2,000.00	\$2,000.00
Subtotal				\$12,064.00
Pilot Study Activities				
Britt Ransom	\$89.00	210	\$3,500.00	\$22,190.00
Bobby Wolf, P.G.	\$112.00	130	\$2,000.00	\$16,560.00
Kaitlen Drafts, P.E.	\$110.00	16		\$1,760.00
Kevin Anderson, P.G.	\$142.00	8		\$1,136.00
Field Meter Rental*			\$1,000.00	\$1,000.00
Surveyor (Subcontractor)*			\$1,100.00	\$1,100.00
Investigation Derived Waste Disposal (Subcontractor)			\$2,200.00	\$2,200.00
Subtotal				\$45,946.00
TOTAL				\$58,010.00

* 10% mark up

The following assumptions have been made:

- Significant modifications to the proposed pilot study activities will not be requested by the DHEC;
- Significant modifications to the proposed pilot study activities will not be required by the results of the DVT task;
- Oconee County will contract directly with Regensis for the products and services required for both the DVT and the pilot study;
- Oconee County will contract directly with a qualified well drilling company for the installation of the injection borings, injection wells, and additional monitoring wells outlined in the pilot study portion of the scope of services;
- Oconee County will provide potable water to be utilized during the DVT and pilot study implementation;
- Only Level D Personal Protective Equipment (PPE) will be required;
- The drilling locations are accessible by a DPT or, if necessary, truck-mounted drill rig;
- DVT activities can be completed in two days; and
- Drilling and injection activities for the pilot study can be completed in 30 days.

SCHEDULE

SAG is prepared to begin work on this project upon authorization to proceed and after plan approval by the DHEC. It is anticipated that the DVT activities can be initiated within four weeks of authorization to proceed.

We appreciate the opportunity to assist Oconee County in this scope of services. If you have any questions, or require further information, please contact us at (917) 828-8577 or by email below.

Sincerely,
SMITH GARDNER, INC.



Bobby Well, P.G.
Project Geologist, ext. 302
bobby@smithgardnerinc.com



C. Kevin Anderson, P.G.
Senior Geologist, ext. 223
kevin@smithgardnerinc.com



December 22, 2016

Mr. Scott Maulder
County Administrator
415 South Pine St
Walhalla, SC 29691

Re: Assessment of Corrective Measures
Well to Oberly, dated April 8, 2016
Assessment of Corrective Measures – Public Meeting
Well to Oberly, dated July 28, 2016
Oconee County (Seneca) Class 3 Landfill
Solid Waste Permit #: 371001-1101
Oconee County

Dear Mr. Maulder:

The above referenced documents have been reviewed with regard to the requirements of R. 61-107.19 Part V, Subpart E of the South Carolina Solid Waste Management Regulations and Solid Waste Permit #371001-1101. The following comments were generated as a result of this review:

- 1) Oconee County has evaluated several remedial options for volatile organic compound contamination at the above-referenced facility and has selected a combination of in-situ treatment and pump and treat with an NPDES-approved discharge.
- 2) The selected remedy is approved. As proposed in the above-referenced document, Oconee County shall submit a Corrective Action Monitoring Plan which will outline future sampling and testing protocols related to the selected remedy as well as evaluation on the effectiveness of the remedy. This plan shall be submitted on or before March 15, 2017.

If you require any further information or have any questions or concerns, I may be reached at (803) 898-1398 or oberlydij@dhec.sc.gov.

Sincerely,

David Oberly, II, Hydrogeologist
Solid Waste Permitting and Monitoring Section
Division of Mining and Solid Waste Management
Bureau of Land and Waste Management

cc: Juli Blalock, Manager, SWPMS
Adam Martin, Upstate Region EOC (Anderson)
Swain Still, Oconee County Solid Waste, ssill@oconeeoc.com
Bobby Wolf, P.G., Smith & Gardner, bobby@smithgandnerinc.com
Bureau File #20487



January 9, 2017

Mr. Scott Moulder
County Administrator
415 South Pine St
Walhalla, SC 29691

Re: 2016 Annual Monitoring Report
Wolf to Oberly, dated November 15, 2016
Oconee County (Seneca) Class 2 and 3 Landfills
Solid Waste Permits #: 371001-1202, 371001-1101
Oconee County

Dear Mr. Moulder:

The above referenced document has been reviewed with regard to the requirements of R.61-107.19 Parts IV and V, Subpart E of the South Carolina Solid Waste Management Regulations and Solid Waste Permits #371001-1202 and 371001-1101. The following comment was generated as a result of this review:

- 1) The detected parameters at the Class 3 landfill are being addressed by the approved corrective action (Oberly to Moulder, Dec. 22, 2016). Therefore, no further assessment is necessary at this time. As requested in the December 22, 2016 correspondence, Oconee County shall submit a corrective action monitoring plan on or before **March 15, 2017** per regulation R.61-107.19 Part V, Subpart E, Section 258.58.a(1).

Please note, the next scheduled monitoring report is due on or before **May 15, 2017**. If you require any further information or have any questions or concerns, I may be reached at (803) 898-1398 or oberlydj@dhec.sc.gov.

Sincerely,

David Oberly, II, Hydrogeologist
Solid Waste Permitting and Monitoring Section
Division of Mining and Solid Waste Management
Bureau of Land and Waste Management

cc: Juli Blalock, Manager, SWPMS
Adam Martin, Upstate Region EQC (Anderson)
Swain Still, Oconee County Solid Waste, sstill@oconeesc.com
Bobby Wolf, P.G., Smith & Gardner, bobby@smithgardnerinc.com
File #20402

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 5, 2017

ITEM TITLE:

Title: **Sole Source Award to Regenesis BioRemediation Products, Inc.** Department: **Solid Waste** Amount: **\$269,500.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2017-2018 budget process;

Finance Approval: *Adelle Price*

Assigned Solid Waste Reserve: \$1,585,072.

Project Cost: \$269,500.

Balance Solid Waste Reserves: \$1,315,572.

BACKGROUND DESCRIPTION:

The Solid Waste Department has received a recommendation from Smith Gardner, Inc., the firm under contract to provide all Solid Waste Engineering services, to utilize Regenesis BioRemediation Products, Inc. for the implementation of PlumeStop for the 250 foot pilot study set forth in the Corrective Action Monitoring Plan for remediation required for the Seneca Landfill by DHEC. The proposal from Regenesis includes Design Verification Testing for \$7,500, providing the remediation products (PlumeStop and HRC-X - Hydrogen Release Compound Extended Release) for \$1,33,056.67, and the application services for \$128,943.33, to insure that these proprietary products are used correctly. Smith Gardner, Inc. will provide on-site engineering services to oversee this entire process.

SPECIAL CONSIDERATIONS OR CONCERNS:

PlumeStop and HRC-X are proprietary technology of Regenesis BioRemediation Products, Inc. Therefore, Regenesis is the only firm that can supply and apply this unique product. Also, the Corrective Action Monitoring Plan approved by DHEC included the use of these products in the Pilot Study. Therefore, the Solid Waste Director and the Procurement Director are recommending this purchase be approved as a Sole Source.

ATTACHMENT(S):

1. Proposal from Regenesis BioRemediation Products, Inc. dated August 22, 2017
2. Proprietary Product Statement from Regenesis
3. Recommendation letter from Smith Gardner, Inc.
4. Recommendation letters from Solid Waste Director and Procurement Director

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the award to Regenesis BioRemediation Products, Inc. of San Clemente, CA, in the amount of \$269,500.00 as a sole source to provide the remediation products and their application for the Seneca Landfill.

Submitted or Prepared By: *Robyn Cowright*
Robyn Cowright, Procurement Director

Approved for Submittal to Council: *T. Scott Moulder*
T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head/Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



August 22, 2017

To: Swain Still, Director, Oconee County Solid Waste & Recycling,
15028 Wells Highway, Seneca, SC 29678

Project #: DaP54349

Subject: Proposal for Full Scale Remedial Application Services using
PlumeStop[®] Liquid Activated Carbon[™] (PlumeStop), and
Extended Hydrogen Release Compound (HRC-X[®]) at the Oconee
County Solid Waste Complex in Seneca, South Carolina

REGENESIS Remedial Services (RRS) appreciates the opportunity to evaluate this project and provide Oconee County Solid Waste & Recycling with this proposal. We have provided information related to the design and application of PlumeStop, and HRC. This remediation plan will reduce the levels of the contaminate of concern (COC) concentrations within the defined treatment areas at this site located in Seneca, South Carolina. RRS will coordinate with your environmental consultant, Smith Gardner, to accomplish the project scope of work, as described below.

Product Description

PlumeStop is an innovative groundwater remediation technology designed to rapidly sorb and degrade contaminants in groundwater through microbial processes. PlumeStop is composed of very fine particles of activated carbon suspended in water through the use of unique organic polymer dispersion chemistry to form a colloid. Once in the subsurface, the material behaves as a biomatrix, by binding to the aquifer matrix, rapidly removing contaminants from groundwater and expediting continuous contaminant biodegradation.

This unique remediation technology accomplishes treatment with the use of highly dispersible, fast acting, sorption-based technology, capturing and concentrating dissolved phase contaminants within its matrix-like structure. Once contaminants are sorbed onto the regenerative matrix, biodegradation processes achieve complete remediation at an accelerated rate. This is accomplished by creating a dynamic environment where sorption dominates desorption which allows for a continuous local supply, while present in dissolved and sorbed phase, of organic compounds within the matrix. This creates an ideal environment for local or introduced microbes to be in constant contact with organic contaminants. Leading to enhanced contaminant destruction.

Baseline Analysis Design Verification

Complex sites like yours have many geologic, geochemical, and chemical variables influencing a successful outcome. One example of an important variable is the difference between site characterization data and remedial injection data. Site characterization data often focuses on the scope and magnitude of a contaminant plume. However, this data doesn't always inform on how well a remedial product can be injected into a formation or major and minor pathways that contamination or a remedial product might flow through. Without this information, full-scale applications might not achieve intended coverage or efficacy. Thus, we believe the prudent course of action is to implement specific studies and tests prior to full-scale implementation and use this information to make adjustments as needed for a full-scale barrier implementation.

As part of the proposed Plume Stop remedial design, REGENESIS recommends a design verification step be implemented to confirm our assumptions. The goals of this program are to:

To establish: 1) the target vertical interval within the target treatment zone (TTZ) and identify the lithologic material within the intended injection interval, 2) the hydraulic acceptance rate of the soils. Additionally, this event will aid in screening for potential anomalies in soil permeability and the vertical extent of sorbed contaminant mass.

This DVT event will include the collection and visual analysis of continuous soil cores at least six (6) locations. The continuous cores should be field screened with a PID/DVM. At the location of the soil core, soil samples will be collected in a vertical profile fashion for laboratory analysis to assess chlorinated hydrocarbon mass in soil through the target treatment interval. An injection test, using water will be completed to assess formation acceptance rates of remedial fluids. It should be noted that PlumeStop, at common field dilution rates, has a similar viscosity and density to water.

Better resolution on these two items significantly increases the success rate of the proposed strategy while avoiding potential project budget increases. To obtain this information, RRS will mobilize to the site prior to full scale implementation to assist with Item 1 below. Item 2 is typically completed by the consultant project team with guidance and data review provided by REGENESIS.

- **Item 1 - Continuous Core Sampling**

- o Continuous core sampling within the targeted treatment area will be conducted. Changes in stratigraphy, discoloration, and moisture content will be evaluated in context with the proposed remedial design. Soil samples may be field screened or submitted for laboratory analysis as needed to evaluate vertical distribution of COCs, to confirm contaminant mass estimates and/or the quantity of PlumeStop required.

- **Item 2 - Baseline Groundwater Sampling**

- o A baseline round of groundwater samples should be collected from representative monitoring wells along the plume axis (e.g. source, mid-plume and distal-plume). Typically, samples should be collected for the contaminant and biogeochemical parameters outlined in the site-specific proposal. (See Table 1). Several parameters presented in Table 1 have already been analyzed recently and may not require analysis prior to Plume Stop application. Regensis will review available data with Smith Gardner and determine if there are any data gaps prior to reagent application.

Table 1. Baseline Monitoring Parameters Groundwater

In-Situ Aerobic Bioremediation Performance Monitoring Parameters:	
Analytical Parameter	Method
Contaminants of Concern (COC's)	Varies
pH	Meter reading taken in flow-through cell (DO can also be measured with a Hach kit)
Dissolved Oxygen (DO)	

Oxidation-Reduction Potential (ORP)	
Total Fe	Colorimetric Hach Method or EPA 6000 series with filtered and unfiltered samples
Total Mn	
Dissolved Fe	
Dissolved Mn	
Sulfate	EPA 375.3 or EPA 9056
Nitrate	EPA 353.1 or EPA 9056
Total Organic Carbon (TOC)	EPA 415.1 or EPA 9060
Chemical Oxygen Demand (COD)	EPA 410.1-2
Methane, ethane, ethene	ASTM D1945
Microbial Analysis (optional)	Microbial Insights. http://www.microbe.com/chlorinated-biphenyls-census/

This data will be reviewed and the proposed plan will be adjusted as needed prior to full scale implementation.

Summary of Relevant Design Information

Our proposed treatment plan includes the application of PlumeStop, and HRC to provide an electron donor source for enhanced anaerobic biodegradation of chlorinated solvents within the target treatment areas. The target treatment areas have been identified on the attached map. The proposed treatment plan is comprised of two (2) permeable barriers denoted Upper Barrier and Lower Barrier. The total length for each of two barriers will be 250 feet (ft.). The injection interval of the remediation agents is currently targeted at 25 ft. to 40 feet below ground surface (bgs) and 40 ft. to 65 ft. bgs for the Upper and Lower Barrier respectively. This 15-foot injection interval for the Upper Barrier will be broken up into smaller injection intervals to cover the entire injection interval, utilizing Direct Push Injections (DPI). While the Lower Barrier will be applied through permanent injection wells screened between 40 ft. to 65 ft. bgs. A summary of design parameters for the site are presented below.

Upper Barrier Area

- Barrier Length - 250 ft.
- Vertical Treatment Interval - from 25 to 40 ft. bgs
- Remediation Technologies:
 - PlumeStop - 11,600 lbs.
 - HRC-X - 1,350 lbs.
- Injection Points: 25 DPI
- Bottom-Up Approach

Lower Barrier Area

- Barrier Length - 250 ft.
- Vertical Treatment Interval - from 40 to 65 ft. bgs
- Remediation Technologies:

- o PlumeStop – 17,600 lbs.
- o HRC-X – 2,250 lbs.
- Injection Point: 25 Injection wells

Scope of Work

RRS will work under the direction of Oconee County Solid Waste Department to implement the field work associated with the application of the selected remediation technologies (PlumeStop, and HRC). Responsibilities for the implementation of this scope of work will be shared between RRS and Oconee County Solid Waste Department. Responsibilities for each are listed below and further under the Assumptions/Qualification section:

RRS Responsibilities

- RRS will provide and ship the specified quantities of PlumeStop, and HRC to the site prior to personnel mobilization. All product will be shipped at once. Please note the shipping estimate included as part of this cost assume one (1) shipment to the project site location at 15030 Wells Highway, Seneca, SC 29678. Alternative shipping location or phases could result in an increase in total costs. RRS will work with you to the best of our ability to avoid shipping overages. All product will be shipped prior to mobilization for the application event and should be onsite ready for application upon arrival of the RRS application team.
- RRS will provide qualified personnel and support equipment to handle, prepare, and apply the remediation technologies during application. The following tasks are included:
 - o Mix and prepare PlumeStop for application
 - o Apply the HRC using a GeoProbe GP-300 grout pump.
 - o Injection equipment (pumps, mixing tanks, delivery manifold, injection heads with flow & pressure gauges, safety bypass valves, first aid station, etc.)
 - o PPE and safety equipment for RRS personnel
 - o 300 linear feet of 1.5-inch National Standard Fire Hose.
- RRS will prepare a site-specific health and safety plan.
- RRS will provide SDS for and abide by Oconee County Solid Waste Department's specific Health and Safety Plan (HASP)
- Budget crew to work up to 10 hours per weekday on site.
- RRS will water rinse empty PlumeStop containers daily (totes).
- Demobilize equipment and personnel.
- RRS will perform real time reagent distribution monitoring for optimization of the injection design during the application activities.
- RRS will provide a skid-steer with fork attachments for product maneuvering
- Application Summary Report including injection depths, material quantities, elapsed time, injection pressures, surfacing of material and other noteworthy field observations.

Oconee County Solid Waste Department Responsibilities

- Oconee County Solid Waste Department will receive product delivery at the site based on the delivery schedule. All product will be shipped at once. Oconee County Solid Waste Department will unload product from delivery trucks utilizing a forklift or equivalent and arrange for secure storage near the work area during product application. The PlumeStop will be delivered in 2,000 lbs. totes. The HRC will be shipped in 30 lb. pails situated on a wooden pallet.

- **Oconee County Solid Waste Department** will provide a direct push contractor for both Design Verification Testing, and the full-scale application with the following equipment:
 - Direct push rig with an operator and driller helper/laborer capable of accessing all the work areas of the site where injection points will be placed.
 - Direct push rods will be 1.5" GeoProbe® threaded rods and have a minimum of 200 linear feet of said rods in good working order at the site for injection activities.
 - Other supplies needed for injection work includes Teflon or PVC tape for rod joints, Deepest injection depth feet of quick link extension rods (or equivalent), granular bentonite, bentonite chips, and hole patch to close borings at ground surface (where needed)
- **Oconee County Solid Waste Department** will have all injection wells installed and in working order prior to RRS mobilization to the site.
- **Oconee County Solid Waste Department** will provide a water source (e.g. hydrant) capable of producing at least 30 gpm for the duration of the project within 300 ft. of the project staging area, at no cost to RRS. **Oconee County Solid Waste Department** will coordinate and provide a backflow preventer for on-site hydrants utilization.
- All empty product containers will be the responsibility of **Oconee County Solid Waste Department** for proper disposal/recycling. General refuse will be collected and disposed of in a **Oconee County Solid Waste Department** provided refuse container on-site.
- Any traffic control requirement beyond providing cones and caution tape is the responsibility of **Oconee County Solid Waste Department**.
- **Oconee County Solid Waste Department** will provide a field water quality meter similar to a YSI 556 with a down-hole sensor capable of reaching the water table and well screen interval while on-site for injection activities.

Project Cost

We have estimated the following cost for implementation of the remedial design by our remediation services division, RRS. A breakdown for materials and services is shown below:

• Design Verification Testing -	\$7,500 (invoiced after completion)
• Remediation Products -	\$133,056.67 (invoiced for product shipped to site)
• RRS Application Services -	<u>\$128,943.33 (invoiced upon completion of work)</u> *
• Total Estimated Project Cost -	\$269,500.00

The cost provided above are inclusive of all products, product mixing, injection services as outlined above (NOT including DPT services), materials, tax, and shipping to complete the work. Payment terms are net 30 days upon invoice submittal.

*Please note that this pricing is contingent upon completion of this scope of work without delays or work stoppages once mobilization occurs. RRS has allotted 2 days on-site for design verification testing, and 30 on-site working days (10-hr days, Monday through Friday) to apply the remediation technologies. RRS estimates a daily average production rate during the application of 2,000 gallons per day based on the current design parameters. If the application is completed behind schedule, a daily rate of \$4,000 will be added to the invoice price.

RRS reserves the right to modify the design and associated cost if additional information gathered warrants modification. Invoicing may or may not be broken into multiple invoices to cover the entire cost associated with work.

Assumption/Qualifications

In generating this proposal, REGENESIS relied upon professional judgment and site specific information provided by others. Using this information as input, we performed calculations based upon known chemical and geologic relationships to generate an estimate of the mass of product and subsurface placement required to affect remediation of the site. Other assumptions and qualifications related to this proposal are as follows:

- The above cost outlined will be valid for 60 days from date of proposal. If beyond 60 days, REGENESIS reserves the right to update cost.
- Oconee County Solid Waste Department personnel will take delivery of the PlumeStop and HRC and arrange for secure storage. The product will be shipped all at once. If additional deliveries are requested, changes to the price will be incorporated as necessary. If material is stored off-site, Oconee County Solid Waste Department personnel will coordinate the delivery of the material to the site.
- RRS will have access to the site for equipment operation and secure storage of materials and equipment. All access to each work area location will be clear and free of obstructions. RRS also assumes the injection trailer will be staged within 80 ft. of the furthest injection point location.
- Oconee County Solid Waste Department will provide access to a restroom during on-site hours. RRS has not included costs to provide a portable restroom onsite.
- Pricing and work schedule assumes prevailing wages are not necessary.
- Oconee County Solid Waste Department is responsible for securing any permits prior to mobilizing to the site.
- Oconee County Solid Waste Department is responsible for all soil, air and groundwater sampling and analysis.
- Oconee County Solid Waste Department is responsible for transportation and disposal of any contaminated waste generated on-site during injection activities, though we do not anticipate generating any such waste during injection activities.
- Oconee County Solid Waste Department will call in a public utility locate for the area in or near the direct push injection zones. All private, on-site underground utilities and any known subsurface features (e.g., piping, storage tanks, septic systems, etc.) will be clearly marked/cleared by Oconee County Solid Waste Department prior to RRS mobilization to the site. RRS is not responsible for damage to any unmarked utilities or subsurface features. If as-built drawings are available for any on-site subsurface features, RRS request the right to review these drawing with the Oconee County Solid Waste Department to confirm clearance for the advancement of DPT injection points.

- Specific locations for soil boring points will be determined in the field following utility and subsurface feature clearance. Soil boring point locations will be marked out by Oconee County Solid Waste Department prior to RRS being on site. Any modifications to point placement due to field/site conditions will be the responsibility of Oconee County Solid Waste Department.
- All bore points will be closed/backfilled to meet state regulations by Oconee County Solid Waste Department.
- For safety reasons, access to the treatment area will be limited to RRS and Oconee County Solid Waste Department personnel. RRS will provide delineators and cones to section off working areas.
- The proposed quantity of reagents can be delivered to the treatment area without significant surfacing/short-circuiting via the prescribed number of injection points. RRS will not be responsible for any treatment chemistry infiltration into undesired locations.
- RRS personnel can have access to site for work up to 12 hours per day Sunday-Saturday, though, in generating the costs, a 10-hour, Monday through Friday, work day was assumed. Additional charges may apply for Saturday and/or Sunday work schedules.
- This proposal assumes probing and drilling will begin at the ground surface. If hand auger, concrete/asphalt coring, or air knife services are required, additional charges, including surface restoration charges could apply.

Note: REGENESIS developed this Scope of Work in reliance upon the data and professional judgments provided by those whom completed the earlier environmental site assessment(s). The fees and charges associated with the Scope of Work were generated through REGENESIS' proprietary formulas and thus may not conform to billing guidelines, constraints or other limits on fees. REGENESIS does not seek reimbursement directly from any government agency or any governmental reimbursement fund (the "Government"). In any circumstance where REGENESIS may serve as a supplier or subcontractor to an entity which seeks reimbursement from the Government for all or part of the services performed or products provided by REGENESIS, it is the sole responsibility of the entity seeking reimbursement to ensure the Scope of Work and associated charges are in compliance with and acceptable to the Government prior to submission. When serving as a supplier or subcontractor to an entity which seeks reimbursement from the Government, REGENESIS does not knowingly present or cause to be presented any claim for payment to the Government.



We sincerely appreciate the opportunity to present you with this proposal. If you need any additional information, please feel free to contact Paul Mansur at 630.335.9563

REGENESIS

Paul Mansur
 East Region Project Manager

Attachments: Map and Design Output Pages

Please sign below to acknowledge acceptance of proposal DaP54349 for the Oconee County Solid Waste Department and authorize RRS to perform stated work:

<hr/>	
Authorized Signature	Date
<hr/>	
Name (print)	P.O. or Project Number

Signature above confirms signee has reviewed the proposal and agrees with all outlined responsibilities and assumptions/qualifications. Below is a list of next steps toward implementation of this project. Please note these steps may take 3-5 weeks to complete depending upon the complexity of the project and previous experience with your company. REGENESIS Remediation Services will contact you soon to begin the implementation process.



Steps to Project Implementation

- Sign acceptance of proposal
- Finalize MSA or other agreements (if applicable)
- Confirm account status
- Complete remediation services logistics evaluation
- Confirm delivery address and date
- Schedule application



Project Info			PlumeStop® Application Design Summary		
Oconee County Solid Waste Complex Seneca, South Carolina 29678 Diss. Plume North Prepared For: Smith Gardner, Inc.			Diss. Plume North		Field App Instructions
			Barrier Length (ft) 250 Spacing Within Barrier (ft) 10 Number of Lines 1 Application Points 25 Application Method Direct-push Top Application Depth (ft bgs) 25 Bottom Application Depth (ft bgs) 40 PlumeStop to be Applied (lbs) 11,600 PlumeStop per point (lbs) 464 PlumeStop per point (gals) 56 Mixing Water (gal) 12,535 Mixing Water (per pt) 50 Total Application Volume (gals) 13,995 Injection Volume per Point (gals) 556		
Target Treatment Zone (TZ) Info			Organic Bioremediation - HRC-X		
Barrier Length	ft	250	HRC Application Points	25	
Top Treat Depth	ft	25.6	HRC to be Applied (lbs)	1,350	
Bot Treat Depth	ft	40.6	HRC per point (lbs)	54	
Vertical Treatment Interval	ft	15.0	Total Application Volume (gals)	124	
Treatment Zone Volume	ft ³	45,000	Injection Volume per Point (gals)	5.0	
Treatment Zone Volume	cy	1,567	Biopurification - BDI Plus		
Soil Type		mid. Saprolite	BDI Plus Application Points	25	
Porosity	cu/ft	0.35	BDI Plus to be Applied (liters)	0	
Effective Porosity	cu/ft	0.15	BDI Plus per point (liters)	0.0	
Treatment Zone Pore Volume	gal	115,046	Technical Notes/Discussion Prepared By: _____ Name - Title _____ Date: 3/17/2017		
Treatment Zone Reaction Pore Volume	gal	50,494			
Fraction Organic Carbon (foc)	wt%	0.005			
Soil Density	g/cm ³	1.67			
Soil Depth	lb/ft ³	104			
Soil Weight	lb	4,784,06			
Hydraulic Conductivity	in/day	0.2			
Hydraulic Conductivity	cm/sec	5.64E-05			
Hydraulic Gradient	ft/ft	0.000			
GW Velocity	ft/day	0.03			
GW Velocity	ft/yr	12			
Sources of Hydrogen Demand			Assumptions/Qualifications		
Dissolved Phase Contaminant Mass	lb	0	In generating this preliminary estimate, Regensis relied upon professional judgment and site specific information provided by others. Using this information as input, we performed calculations based upon known chemical and geologic relationships to generate an estimate of the mass of product and subsurface placement required to effect remediation of the site.		
Gravel Phase Contaminant Mass	lb	0			
Composting Electron Acceptor Mass	lb	53			
Total Mass Contributing to H ₂ Demand	lb	33			
Stoichiometric Demand					
Stoichiometric H ₂ Demand	lb	2			
Stoichiometric HRC Demand	lb	95			
Engineering/Safety Factor	-	3			
Application Dosage					
Plume Stop to be Applied	lbs	11,600			
HRC-X to be Applied	lbs	1,350			
BDI Plus to be Applied	Liters	0			



Project Info			PlumeStop® Application Design Summary	
Durham County Solid Waste Complex Seneca, South Carolina 29678 Dist: Plume North Prepared For: Smith Gardner, Inc.			Dist: Plume North	
Target Treatment Zone (TZ) Info			Field App Instructions	
Barrier Length	ft	250	Barrier Length (ft)	250
Top Treat Depth	ft	40.0	Spacing Within Barrier (ft)	30
Bot Treat Depth	ft	65.0	Number of Lines	1
Vertical Treatment Interval	ft	25.0	Application Points	25
Treatment Zone Volume	ft ³	26,900	Application Method	Wells
Treatment Zone Volume	cy	1,759	Top Application Depth (ft bgs)	40
Soil Type	—	Saprolite/PSR	Bottom Application Depth (ft bgs)	65
Porosity	cm ³ /cm ³	0.30	PlumeStop to be Applied (lbs)	17,600
Effective Porosity	cm ³ /cm ³	0.15	PlumeStop per point (lbs)	704
Treatment Zone Pore Volume	gal	168,312	PlumeStop per point (gal)	84
Treatment Zone Effective Pore Volume	gal	84,156	Mixing Water (gal)	31,644
Fraction Organic Carbon (foc)	g/g	0.001	Mixing Water (lb per gal)	1.266
Soil Density	g/cm ³	1.67	Total Application Volume (gal)	33,756
Soil Density	lb/ft ³	104	Injection Volume per Point (gal)	1350
Soil Weight	lb	7,85106	Applicable Bioremediation - HRC-X	
Hydraulic Conductivity	ft/day	0.2	HRC Application Points	25
Hydraulic Conductivity	cm/sec	5.54E-05	HRC to be Applied (lbs)	2,250
Hydraulic Gradient	ft/ft	0.030	HRC per point (lbs)	90
GW Velocity	ft/day	0.011	Total Application Volume (gal)	247
GW Velocity	cm/yr	32	Injection Volume per Point (gal)	5.3
Sources of Hydrogen Demand			Bioremediation - BDI Plus	
Dissolved Phase Contaminant Mass	lb	0	BDI Plus Application Points	25
Sorbed Phase Contaminant Mass	lb	0	BDI Plus to be Applied (Liters)	0
Competing Reaction Available Mass	lb	69	BDI Plus per point (Liters)	0.0
Total Mass Contributing to H ₂ Demand	lb	50	Technical Notes/Discussion	
Stoichiometric Demand			Prepared By: Name - Title	
Stoichiometric H ₂ Demand	lb	3	Date: 8/17/2017	
Stoichiometric HRC Demand	lb	143	Assumptions/Qualifications	
Engineering/Safety Factor	—	3	In generating this preliminary estimate, Regenesis relied upon professional judgment and site specific information provided by others. Using this information as input, we performed calculations based upon known chemical and geologic risk concepts to generate an estimate of the mass of product and delivery loss (shipment required to offset) required to treat the site.	
Application Dosing			Assumptions/Qualifications	
Plume Stop to be Applied	lbs	17,600	In generating this preliminary estimate, Regenesis relied upon professional judgment and site specific information provided by others. Using this information as input, we performed calculations based upon known chemical and geologic risk concepts to generate an estimate of the mass of product and delivery loss (shipment required to offset) required to treat the site.	
HRC-X to be Applied	lbs	2,250		
BDI Plus to be Applied	Liters	0		



Remedial Design Assumptions and Qualifications

Cost Estimate Disclaimer: The cost listed assumes conditions set forth within the proposed scope of work and assumptions and qualifications. Changes to either could impact the final cost of the project. This may include final shipping arrangements, sales tax or application related tasks such as product storage and handling, access to water, etc. If items listed need to be modified, please contact Regenesis for further evaluation.

Payment Terms: This project assumes 30 day payment terms. A finance fee of 1.5% will be applied to accounts over the listed payment terms. Volume discount pricing will be rescinded on accounts outstanding over 90 days. To discuss extended payment terms please contact REGENESIS upon receipt of this remedial design.

Shipping Estimates: Shipping estimates are valid for 30 days. All shipping charges are estimates and actual freight charges are calculated at the time of invoice. Additional freight charges may be assessed for any accessorial requested at the time of delivery. The estimate included within assumes standard shipping.

Standard delivery is between 8am -5pm Monday -Friday. Accessorial - can include, but not limited to lift gate and pallet jack at delivery, inside delivery, time definite deliveries, and delivery appointments.

Please communicate any requirements for delivery with the customer service department at the time the order is placed.

Return Policy: 15% re-stocking fee will be charged for all returned goods. Return freight must be prepaid. All requests to return product must be in original condition and no product will be accepted for return after 90 days from date of delivery.

Professional Judgement: In generating this estimate, REGENESIS relied upon professional judgment and site specific information provided by others. Using this information as input, we performed calculations based upon known chemical and geologic relationships to generate an estimate of the mass of product and subsurface placement required to affect remediation of the site.

REGENESIS developed this Scope of Work in reliance upon the data and professional judgments provided by those whom completed the earlier environmental site assessment(s). The fees and charges associated with the Scope of Work were generated through REGENESIS' proprietary formulas and thus may not conform to billing guidelines, constraints or other limits on fees. REGENESIS does not seek reimbursement directly from any government agency or any governmental reimbursement fund (the "Government"). In any circumstance where REGENESIS may serve as a supplier or subcontractor to an entity which seeks reimbursement from the Government for all or part of the services performed or products provided by REGENESIS, it is the sole responsibility of the entity seeking reimbursement to ensure the Scope of Work and associated charges are in compliance with and acceptable to the Government prior to submission. When serving as a supplier or subcontractor to an entity which seeks reimbursement from the Government, REGENESIS does not knowingly present or cause to be presented any claim for payment to the Government.



RRS Assumptions and Qualifications

- Client personnel will take delivery of the remediation chemistry prior to RRS mobilization and arrange for secure storage where the material will not be affected by inclement weather. This may include the use of a pallet jack, forklift (or equivalent), and storage containers given the site circumstances. If material is stored off-site, Client personnel will coordinate the delivery of the material to the site.
- All quoted product rates and delivery dates are based on Standard Delivery Terms, which allow or provide only an estimated date and time of delivery of product to the site. Delivery times will vary per carrier. A guaranteed delivery can be arranged for an additional cost, and must be placed 7 days prior to shipment. Quoted shipping rates are valid for 25 days from date of proposal.
- Cost outlined will be valid for 60 days from date of proposal. If beyond 60 days, REGENESIS reserves the right to update cost.
- Client will locate the product within 10 feet of the RRS injection trailer during application activities.
- RRS will collect project related refuse and empty treatment chemistry containers on a daily basis to keep the site clean. This nonhazardous refuse will be placed in the Client provided refuse container on-site for disposal. Client is responsible for disposal or recycling of totes, drums and pallets.
- A high volume water source (e.g. hydrant) capable of producing at least 30 gpm will be available to RRS for the duration of the project within 300' of the project staging area, at no cost to RRS. RRS will supply 300 linear feet of 1.5 inch National Standard Thread fire hose.
- RRS will have access to the site for equipment operation and secure storage of materials and equipment throughout the duration of the project.
- Client will provide field water quality meter similar to a YSI 556 with a down-hole sensor, a water level meter, bailers and a technician while on-site for injection activities to assist RRS in assessing groundwater from monitoring wells.
- Client is responsible for securing any permits prior to mobilizing to the site.
- Client is responsible for all soil, air and groundwater sampling and analysis.
- Client is responsible for transportation and disposal of any contaminated waste generated on-site, though we do not anticipate generating any such waste during direct push injection activities.
- For safety reasons, access to the treatment area will be limited to RRS and Client personnel.
- The proposed quantity of reagents can be delivered to the treatment area without significant surfacing/short-circuiting via the prescribed number of injection points. RRS will take precautions to prevent surfacing, but if surfacing occurs, RRS is not responsible for any treatment chemistry infiltration into undesired locations beyond their visual observations.



- RRS will call in a public utility locate for the injection zone area if responsible for providing Direct Push Technology subcontractor. Private utility locates will be the Client's responsibility. RRS is not responsible for damage to unmarked utilities and subsurface structures. If as-built drawings are available for any on-site subsurface features, RRS request the right to review to confirm clearance for the advancement of subsurface drilling and injection.
- RRS personnel will have access to the site for work up to 12 hours per day Sunday through Saturday. However, the standard workday does not exceed 10 hours with travel time Monday through Friday.
- Pricing and work schedule assume union labor and prevailing wages (Davis-Bacon) are not required.
- Proposal assumes standard probing and drilling will begin at ground surface. If hand augering, concrete coring or air knife services will be required, additional charges will apply.
- RRS assumes that Direct Push style drill rig can access all injection point locations and drive injection tooling to the required depth. If site conditions limit the use of the provided Direct Push rig for any injection points and other drilling methods are required to complete the task, additional charges will apply.
- All traffic control requirements will be provided by the client.
- All injection point will be closed/backfilled with bentonite chips to ground surface by RRS. Additional costs associated with restoration of the ground surface have not been included. If restoration of the ground surface is needed, additional charges will apply.
- In generating this estimate, REGENESIS relied upon professional judgment and site specific information provided by others. Using this information as input, we performed calculations based upon known chemical and geologic relationships to generate an estimate of the mass of product and subsurface placement required to affect remediation of the site.

PlumeStop Liquid Activated Carbon™ Technical Description

PlumeStop Liquid Activated Carbon is an innovative groundwater remediation technology designed to rapidly remove and permanently degrade groundwater contaminants. PlumeStop is composed of very fine particles of activated carbon (1.5µm) suspended in water through the use of unique organic polymer dispersion chemistry. Once in the subsurface, the material behaves as a colloidal biomatrix, binding to the aquifer matrix, rapidly removing contaminants from groundwater and expediting permanent contaminant biodegradation.

This unique remediation technology accomplishes treatment with the use of highly dispersible, fast acting, sorption-based technology, capturing and concentrating dissolved-phase contaminants within its matrix-like structure. Once contaminants are sorbed onto the regenerative matrix, biodegradation processes achieve complete remediation at an accelerated rate.

To see a list of treatable contaminants with the use of PlumeStop, view the [National Treatment Contaminants Guide](#).



Distribution of PlumeStop in water

Chemical Composition

- Water - CAS# 7732-18-5
- Colloidal Activated Carbon (2.5 - CAS# (m) 7440-44-0)
- Proprietary Additive

Properties

- Physical state: Liquid
- Form: Aqueous suspension
- Color: Black
- Odor: Odorless
- pH: 8 - 10

Storage and Handling Guidelines

Storage

Store in original tightly closed container.
Store away from incompatible materials.
Protect from freezing.

Handling

Avoid contact with skin and eyes.
Avoid prolonged exposure.
Observe good industrial hygiene practices.
Wash thoroughly after handling.
Wear appropriate personal protective equipment.

PlumeStop® Liquid Activated Carbon™ Technical Description

Applications

PlumeStop is easily applied into the subsurface through gravity-feed or low-pressure injection.

Health and Safety

Wash hands after handling. Dispose of waste and residues in accordance with local authority requirements. Please review the Material Safety Data Sheet for additional storage, usage, and handling requirements here: [PlumeStop SDS](#)



**HYDROGEN
RELEASE
COMPOUND**

HRC-X[®] Technical Description

HRC-X[®] is a more robust and viscous version of Hydrogen Release Compound (HRC). It is designed to stimulate anaerobic biodegradation by providing an extended-release of electron donor material for periods of up to 3 years or more on a single application.

With an additional 2+ years of hydrogen-releasing capability when compared to standard HRC, HRC-X is suitable for treating sites with higher dissolved-phase concentrations (including residual DNAPL) where it can be effective in driving biological mechanisms such as desorption and dissolution. HRC-X may also be instrumental in treating sites where only a single remediation treatment application is possible and there is a need to maximize the treatment longevity.



Example of HRC-X[®]

For a list of treatable contaminants with the use of HRC-X, view the [Range of Treatable Contaminants Guide](#).

Chemical Composition

- Glycerol Tripolyacetate - CAS #201167-72-8
- Glycerin - CAS #56-81-5
- Lactic acid - CAS #50-21-5

Properties

- pH - 3 (10% solution/water)
- Appearance - Viscous gel/Fluid, Amber color
- Odor - Odorless

Storage and Handling Guidelines

Storage

- Store away from incompatible materials
- Store in original tightly closed container
- Store in a cool, dry, well-ventilated place

Handling

- Wash thoroughly after handling
- Wear appropriate personal protective equipment
- Wear eye/face protection
- Provide adequate ventilation
- Observe good industrial hygiene practices



HYDROGEN
RELEASE
COMPOUND

HRC-X Technical Description

Applications

- Permanent injection wells
- Direct-push injection (barriers and grids)
- Recirculating wells
- Soil borings
- Excavation applications into soil or on top of bedrock

Application instructions for this product are contained in the [HRC-X Application Instructions](#).

Health and Safety

Avoid contact with eyes, skin, and clothing. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.

Please review the [HRC-X Safety Data Sheet](#) for additional storage, usage, and handling requirements.



Regenesis Fuel Systems
10155 15th Avenue, Suite 100, Denver, CO 80232
781.833.8200

Regenesis Hydrogen
10155 15th Avenue, Suite 100
Denver, CO 80232



August 22, 2017

Mr. Swain Still
Solid Waste Director
Oconee County Solid Waste & Recycling
15028 Welis Highway
Seneca, SC 29678

Subject: Proprietary Product Statements
Oconee County Solid Waste Complex
PlumeStop and HRC-X

Mr. Still,

Thank you for your interest in REGENESIS and the application of our products, PlumeStop® Liquid Activated Carbon™ (PlumeStop) and Hydrogen Release Compound Extended Release (HRC-X®). We appreciate this opportunity to work with you on the subject site and look forward to working with your organization in the future. The following statements are provided to demonstrate the proprietary nature of the reagents, which are sold exclusively by REGENESIS.

PlumeStop® is a proprietary technology of Regenesis. PlumeStop® is a liquid activated carbon technology that is composed of very fine particles of activated carbon (1-2 µm) suspended in water through the use of unique organic polymer dispersion chemistry. The unique formulation makes PlumeStop® highly dispersible under low pressure, and once in the subsurface, the material behaves as a colloidal biomatrix. PlumeStop® binds to the aquifer matrix, rapidly removes contaminants from groundwater by sorption, and expedites permanent contaminant biodegradation.

HRC-X® is used to accelerate *in situ* biodegradation rates of chlorinated hydrocarbons (CHs) via anaerobic reductive dechlorination processes. Reductive dechlorination is one of the primary attenuation mechanisms by which chlorinated solvent groundwater plumes can be stabilized and/or remediated.

HRC-X® is a proprietary polylactate ester that slowly releases lactate when it is hydrated. Lactate is metabolized by naturally occurring microorganisms, resulting in the creation of anaerobic aquifer conditions and the production of hydrogen. Naturally occurring microorganisms capable of reductive dechlorination then use the hydrogen to progressively remove chlorine atoms from chlorinated hydrocarbon contaminants (i.e. convert tetrachloroethene [PCE] is converted to trichloroethene [TCE] then dichloroethene [DCE] then to vinyl chloride [VC] and finally to ethene).

HRC-X[®] is manufactured as a viscous gel that can be injected into the saturated zone in a grid or barrier configurations for either localized area or cutoff-based treatment approaches. The use of HRC-X[®] for groundwater remediation offers a comparatively simple and cost effective remediation alternative for sites that would otherwise require unacceptably long periods of time for natural attenuation or the high levels of capital investment and operating expense associated with active remediation technologies.

Should you have any questions or require additional information, please do not hesitate to contact me at the number below or via email at cnorthington@regenesis.com. We look forward to serving as a remedial partner on this project.

Respectfully,



Chad D. Northington
Southeast District Manager
864-884-4346

August 22, 2017

Mr. Swain Still
Solid Waste Director
Oconee County
P.O. Box 1766
Seneca, South Carolina 29679

**RE: Selection of Regensis as Remediation Contractor
Oconee County, Seneca Closed Class 3 Landfill**

Dear Mr. Still:

Smith Gardner, Inc. (S-G) is providing this letter to outline our rationale for the selection of Regensis as the remediation supplier and contractor to assist with implementation of the Corrective Action Plan (CAP) for the Oconee County Seneca Closed Class 3 Landfill.

S-G recommends Regensis to assist with CAP implementation due to their PlumeStop® Liquid Activated Carbon™ (PlumeStop) product, which is an innovative groundwater remediation technology designed to address the challenges of excessive time and end-point uncertainty in the in situ remediation of groundwater contaminants. The closed Seneca Class 3 landfill presents unique challenges for groundwater remediation due to the continued presence of the landfill waste mass (continuous source of contaminants) and the close proximity to Speeds Creek. The PlumeStop product by Regensis has been designed to excel in this type of remediation scenario. Additionally, Regensis has a proven track record with regards to providing superior remediation products along with exceptional field services for the application of their products.

For these reasons, S-G recommends utilizing the products and services of Regensis for implementation of the CAP for the Seneca closed Class 3 landfill.

¹ Corrective Action Plan/Corrective Action Monitoring Program, Closed Seneca Class 3 Landfill, Oconee County South Carolina, Solid Waste Permit Number 371001-1101, prepared for Oconee County Solid Waste Management, August 2013.



**Oconee County
Solid Waste &
Recycling**



Swain Still
Director

P.O. Box 1766
Seneca, SC 29679

Phone: 864-888-1440
Fax: 864-888-1444

E-mail:
sswill@occonecsc.com


Date: August 22, 2017
To: Mrs. Robyn Courtright, Procurement Director
From: Mr. Swain Still, Solid Waste & Recycling Director
Subject: Sole Source Justification for using REGENESIS

Oconee County Solid Waste has been directed by the SC DHEC Solid Waste Groundwater Compliance section to perform remediation on the groundwater at the Seneca Class 3 site on Wells Hwy. The Smith Gardner engineering firm considered and explored four separate options:

1. Pump and treat the water at the sewer authority.
2. Pump and treat the water onsite with a scrubber unit.
3. Inject bio-reagents into the groundwater and treat in place.
4. Inject bio-reagents into the groundwater with a new barrier system called PlumeStop created by REGENESIS.

After gathering all the data, it was determined that using PlumeStop has the potential of stopping the spread of the contamination which in turn helps the bio-reagent work in a smaller area and be more effective. Due to PlumeStop being a trademark product from REGENESIS, it is the Solid Waste & Recycling department's recommendation to sole source this to REGENESIS.





Oconee County
Procurement Office

August 22, 2017

TO: T. Scott Moulder, County Administrator

FROM: Robyn Courtright, Procurement Director 

RE: SOLE SOURCE DETERMINATION AWARD TO REGENESIS BIO-REMEDICATION PRODUCTS, INC. AS THE REMEDIATION SUPPLIER FOR THE SENECA LANDFILL.

Robyn M. Courtright, CPPO
Procurement Director

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

Phone: 864.638.4141



Fax: 864.638.4142

rcourtright@oconeesc.com

I have reviewed the documentation submitted with the Agenda Item Summary for Regensis Bio-Remediation Products, Inc., to provide the proprietary remediation products to be used at the Seneca Landfill. This award is in the amount of \$268,500.00.


Smith Gardner, Inc. is currently the engineering firm under contract to provide all engineering services for Solid Waste. They have previously submitted a Corrective Action Monitoring Plan for the landfill to DHEC that has already been approved and this plan includes a Pilot Study for the use of Regensis products to remediate groundwater contaminants. It is my understanding that Regensis basically invented the PlumeStop liquid activated carbon technology that needs to be used to complete the Pilot Study. Therefore, I am recommending that we award the purchase of these remediation products and their application to Regensis Bio-Remediation Products, Inc., in the amount of \$268,500.00.





Assessment of Corrective Measures for Five Forks and Seneca Class 3 Landfills

April 12, 2017
Swain Hill
Oconee County Solid Waste



History

- Oconee County operated two permitted Municipal Solid Waste (MSW) Class 3 landfills.
- The Five Forks Class 3 landfill began operation in the 1970's and was closed in 1993.
- The Seneca Class 3 landfill began operation in the 1960's and was closed in July, 1998.



History

- Prior to 1991, there were very few regulations on landfills in SC.
- Both landfills used trench method for filling.
- Due to no depth limits, trenches were excavated until either reaching or directly above ground water. This resulted in waste being placed directly into groundwater.



Post-Closure Care

- SC DHEC Regulation R.61-107.19 states "post-closure care shall be conducted for a minimum of 30 years".
- It can be extended in order to protect human health and the environment or it can be decreased if enough technical rationale is provided to ensure the protection of human health and the environment.



Post-Closure Care

ANNUAL REQUIREMENTS

- Groundwater Monitoring and Analysis
- Methane Monitoring
- Mowing
- Maintaining the effectiveness and integrity of the final cap

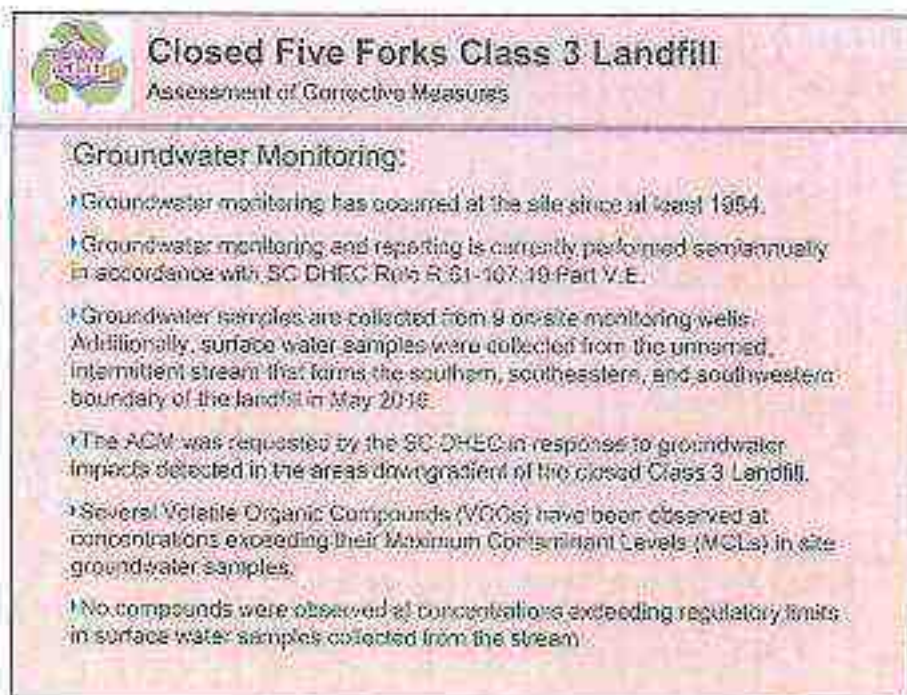


Closed Five Forks Class 3 Landfill

Assessment of Corrective Measures

Site Description:

- ▶ The Five Forks Class 3 (Municipal Solid Waste) Landfill is located in Oconee County between the cities of Walhalla and Westminster.
- ▶ The landfill is unlined and accepted both domestic and industrial waste.
- ▶ Closure activities were completed in December 1994 with the construction of an initial low permeability cap.
- ▶ The footprint of the closed Class 3 landfill encompasses approximately 28 acres.





Closed Five Forks Class 3 Landfill

Assessment of Corrective Measures

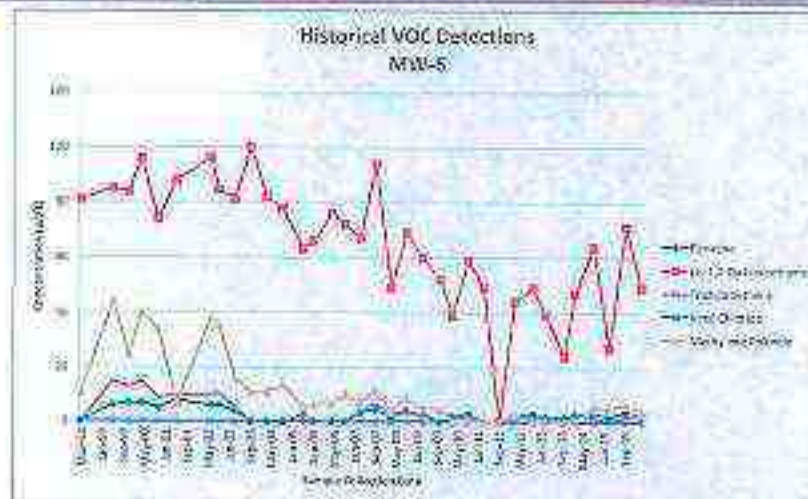
Groundwater Impact Over Time:

- Analytical data shows that VOC concentrations are stable in most wells with some fluctuation of concentrations of cis-1,2-Dichloroethene.
- In the past two years, monitoring wells 6, 6D, 8D, 9S, and 11D have shown VOC concentrations over their respective MCLs. However, these concentrations have historically been trending downward, again with the most fluctuation in cis-1,2-Dichloroethene.
- Historical data for each of the aforementioned wells has been compiled and graphed in order to analyze these trends.

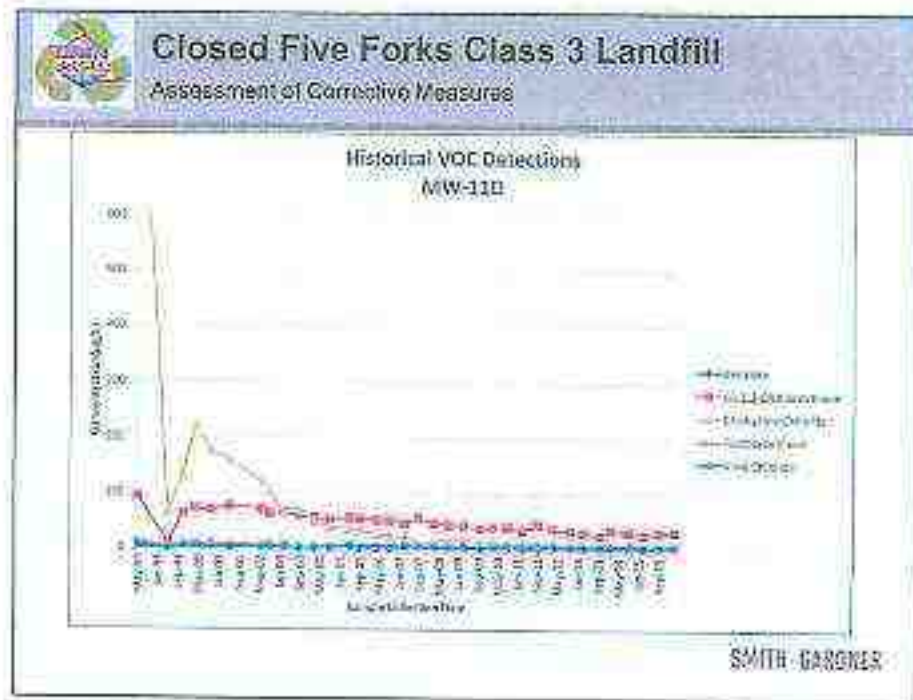
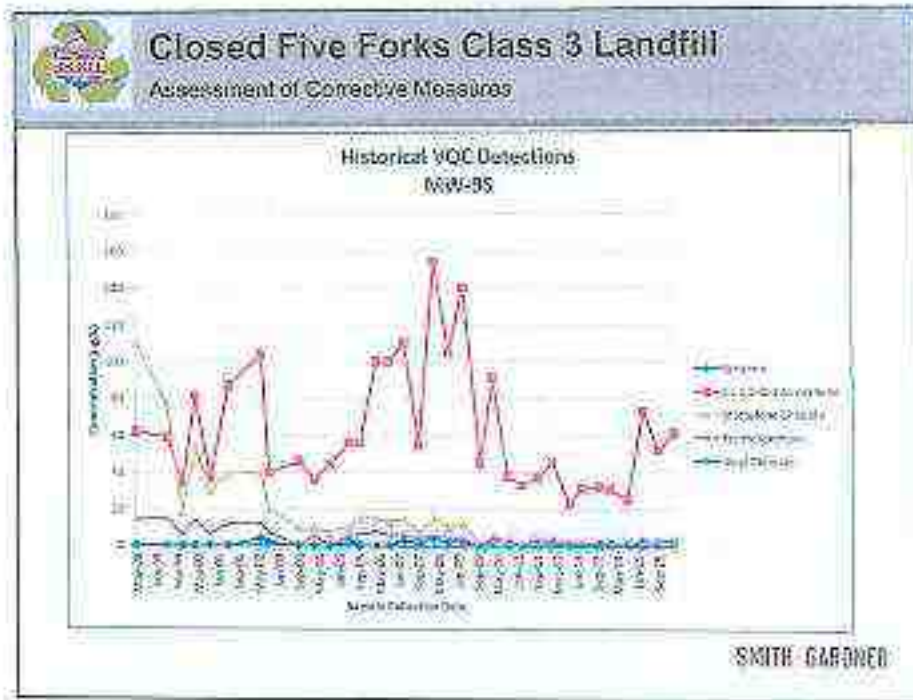


Closed Five Forks Class 3 Landfill

Assessment of Corrective Measures



SMITH GARDNER





Closed Five Forks Class 3 Landfill

Assessment of Corrective Measures

Corrective Measures Screening and Evaluation:

- ▶ Multiple technologies are available to remediate groundwater containing dissolved phase VOCs.
- ▶ Remedy selection is influenced by the geologic and hydrogeologic setting as well as the risk associated with the impact (higher risk may require a more aggressive remedial alternative).
- ▶ The remedial alternatives evaluated include:
 - ▶ Monitored Natural Attenuation
 - ▶ Enhanced Bioremediation
 - ▶ PlumeStop® with Enhanced Bioremediation
 - ▶ Groundwater Recovery and Treatment – Air Stripped and Permitted Discharge



Closed Five Forks Class 3 Landfill

Assessment of Corrective Measures

Monitored Natural Attenuation (MNA):

- ▶ MNA consists of monitoring the attenuation processes that occur naturally at a site.
- ▶ Appropriate for sites that do not pose a substantial or immediate risk to human health or the environment.
- ▶ The site is monitored at regular intervals to demonstrate that attenuation processes (or indicators thereof) are occurring at a rate sufficient to prevent potential exposures, and that the dissolved phase contaminants are not migrating to a receptor at unacceptable concentrations.
- ▶ A remediation period of 100 years was considered to develop approximate goals.

Initial MNA Goals:	
Design and permit for a new water supply well at the Park	\$10,000,000
Sampling, analysis, data collection, and modeling	\$1,000,000
Construction costs	\$1,000,000
Final closure of all existing wells to prevent migration	\$1,000,000
Subtotal	\$14,000,000
Contingency (15%)	\$2,100,000
Total Cost	\$16,100,000

SMITH GARDNER



Closed Five Forks Class 3 Landfill

Assessment of Corrective Measures


Conclusions and Recommendations:

- ▶ Monitored natural attenuation appears to be an appropriate form of remediation for this site, given the level of observed contaminants and the potential impact to human health and the environment.
- ▶ It is recommended that the site continue to be monitored for groundwater impacts. In the event that the level of contaminants begins to trend upwards, further evaluation will be necessary. However, given the historical data and typical results of natural attenuation, it is not anticipated that contaminant levels will rise.



Closed Seneca Class 3 Landfill

Assessment of Corrective Measures

 **Closed Seneca Class 3 Landfill**
Assessment of Corrective Measures

Site Description:

- ▶ The Seneca Class 3 (Municipal Solid Waste) Landfill is part of the Otsego County Solid Waste Complex located at 15028 Wells Highway, approximately two miles south of the City of Seneca.
- ▶ The landfill is unlined and accepted both domestic and industrial waste.
- ▶ Closure activities were completed in December 1998 with the construction of an initial low-permeability cap.
- ▶ Due to cap settlement and erosion, a second low-permeability cap was constructed over a portion of the landfill between 2006 and 2007.
- ▶ The footprint of the closed Class 3 landfill encompasses approximately 55.16 acres.

 **Closed Seneca Class 3 Landfill**
Assessment of Corrective Measures



Otsego County Solid Waste Complex Site Plan



Closed Seneca Class 3 Landfill

Assessment of Corrective Measures

Groundwater Monitoring:

- ▶ Groundwater monitoring has occurred at the site since at least 1984.
- ▶ Groundwater monitoring and reporting is currently performed semiannually in accordance with SC DHEC Rule R.61-107.19 Part V.E.
- ▶ Groundwater samples are collected from 24 on-site monitoring wells. Additionally, two surface water samples are collected from Speeds Creek during each monitoring event.
- ▶ The ACM was requested by the SC DHEC in response to groundwater impacts detected in the areas downgradient (east and southeast) of the closed Class 3 Landfill.
- ▶ Several Volatile Organic Compounds (VOCs) have been observed at concentrations exceeding their Maximum Contaminant Levels (MCLs) in site groundwater samples.
- ▶ To date, no compounds have been observed at concentrations exceeding regulatory limits in surface water samples collected from Speeds Creek.



Closed Seneca Class 3 Landfill

Assessment of Corrective Measures

Constituents of Concern:

SMITH GARDNER

Table 1
Summary of Results for Selected Volatile Organic Compounds (VOCs) and
Semi-Volatile Organic Compounds (SVOCs) in Groundwater
Monitoring Wells at the Closed Seneca Class 3 Landfill

Report No.
SMG-2017-01

Parameter	Unit	MCL	Monitoring Wells																						
			MW-1	MW-2	MW-3	MW-4	MW-5	MW-6	MW-7	MW-8	MW-9	MW-10	MW-11	MW-12											
1,1-Dichloroethane	ug/L	100	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	105	110	115	120
1,1-Dichloroethene	ug/L	100	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	105	110	115	120
1,1-Dichloroethane	ug/L	100	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	105	110	115	120
1,1-Dichloroethene	ug/L	100	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	105	110	115	120
1,1-Dichloroethane	ug/L	100	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	105	110	115	120
1,1-Dichloroethene	ug/L	100	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	105	110	115	120

Notes:
 1. All values are in ug/L.
 2. All values are in ug/L.
 3. All values are in ug/L.
 4. All values are in ug/L.

- ▶ Primary Constituents of Concern (COCs) are chlorinated VOCs including 1,1-Dichloroethane (1,1-DCE), Methylene Chloride, Tetrachloroethene (PCE), Trichloroethene (TCE), and Vinyl Chloride.
- ▶ Monitoring wells exhibiting one or more of the site COCs at concentrations exceeding MCLs include MW-2, the MW-3/5 cluster, the MW-6/8 cluster, MW-7/D, and the MW-16 cluster.





Closed Seneca Class 3 Landfill

Assessment of Corrective Measures

Groundwater Impact Over Time:

- ▶ Analytical data shows that COC concentrations are stable in most wells with a slight increasing trend in MW-3D2, MW-8S, and MW-7D.
- ▶ The BIOCHLOR screening model, an analytical fate and transport model, was run using site data to assess the feasibility of using monitored natural attenuation as a remedial approach.
- ▶ The BIOCHLOR model indicates that some degradation of the chlorinated VOCs is occurring naturally.
- ▶ Although there is evidence that natural attenuation of the groundwater impact is occurring, it does not appear that the rate of natural attenuation at the site is adequate to prevent the contaminant plume from migrating to the primary sensitive receptor – Speeds Creek.
- ▶ As a result, corrective measures to address the groundwater impact are necessary.



Closed Seneca Class 3 Landfill

Assessment of Corrective Measures

Corrective Measures Screening and Evaluation:

- ▶ Multiple technologies are available to remediate groundwater containing dissolved phase VOCs:
- ▶ Remedy selection is influenced by the geologic and hydrogeologic setting as well as the risk associated with the impact (higher risk may require a more aggressive remedial alternative).
- ▶ The remedial alternatives evaluated include:
 - ▶ Monitored Natural Attenuation
 - ▶ Enhanced Bioremediation
 - ▶ PlumeStop® with Enhanced Bioremediation
 - ▶ Groundwater Recovery and Treatment – Publically Owned Treatment Works
 - ▶ Groundwater Recovery and Treatment – Air Stripper and Permitted Discharge
- ▶ Although source control measures may be adopted in the future to help address the impact, the source will remain in place and remediation is expected to continue beyond a 10 year period.



Closed Seneca Class 3 Landfill

Assessment of Corrective Measures

Conclusions:

- Monitored natural attenuation alone does not appear to be an appropriate remedial strategy for this site. While the results of routine groundwater monitoring provide evidence that some natural attenuation of site COCs is occurring, it does not appear that the rate of this attenuation is adequate to prevent the plume from migrating to the primary sensitive receptor (Spence Creek).
- The remedial alternatives evaluated in this assessment can be placed into one of two categories: in-situ treatment/bioremediation (EB or PlumeStop with EB) and groundwater recovery, treatment, and disposal (groundwater recovery with POTW disposal or groundwater recovery with air stripping and permitted discharge).
- PlumeStop with EB is the preferred method of in-situ treatment/bioremediation. Although the up-front costs for implementing the PlumeStop with EB alternative are higher than using EB alone, the indefinite functionality of the PlumeStop liquid activated carbon negates the requirement for continual applications of the products.
- Groundwater recovery with air stripping and permitted discharge is the preferred method of groundwater recovery, treatment, and disposal. The use of an air stripper will require continual O&M expenditures and permitted discharge will require continual monitoring; however, these costs are expected to be well below the annual fees for discharging the recovered groundwater to the local POTW.



Closed Seneca Class 3 Landfill

Assessment of Corrective Measures

PlumeStop® with Enhanced Bioremediation (EB):

- PlumeStop® Liquid Activated Carbon™ (PlumeStop) is a relatively new (patent pending) technology designed to address excessive time and end-point uncertainty in groundwater bioremediation. PlumeStop is composed of very fine particles of activated carbon (1-2 micrometers (µm)) suspended in water.
- Upon injection, target contaminants sorb onto the liquid activated carbon™ matrix, thereby removing mobile contaminants from the immediate risk pathway. The PlumeStop is then colonized by contaminant-degrading bacteria.
- PlumeStop can also be applied in combination with EB compounds. EB of the contaminants from up section sites allowing additional contaminants to further partition out of the groundwater. This allows a single application of PlumeStop to remain functional for an extended/indefinite period of time.

PlumeStop	\$25,000.00
PlumeStop Plus (containing EB) - 1000 gal. 1000 gal. 1000 gal.	\$15,000.00
PlumeStop and EB (per 1000 gal.) - 1000 gal. 1000 gal.	\$25,000.00
Operation of 10 air strippers	\$10,000.00
Utilities	\$25,000.00
Transportation	\$1,000.00
Field Cost	\$200,000.00

Plymouth City & Mayor Showed in Complex Industrial Dry Cleaner Remediation

Project Overview
 City of Plymouth
 1000 Plymouth
 48150 Plymouth, Michigan

Project Summary
 The City of Plymouth is a medium-sized city located in the western part of Michigan. The city is home to a large industrial complex that has been the subject of a complex remediation project. The project involves the removal of hazardous materials and the construction of a new industrial facility. The project is a multi-phase process that is currently in the final stages of construction.

Key Dates Achieved
 The project has achieved several key milestones, including the completion of the initial site assessment, the construction of the new industrial facility, and the successful removal of hazardous materials. The project is currently on track to be completed by the end of the year.

Technology Solutions
 The project has utilized a variety of advanced technologies, including state-of-the-art remediation equipment, real-time monitoring systems, and advanced construction techniques. These technologies have enabled the project team to complete the remediation work more efficiently and effectively than traditional methods.

Results
 The project has resulted in the successful remediation of the industrial site, the construction of a new industrial facility, and the creation of new jobs. The project has also demonstrated the effectiveness of advanced remediation technologies in a complex industrial setting.

Site Details

1000 Plymouth
 48150 Plymouth, Michigan

Contractor

Regenesys
 1000 Plymouth
 48150 Plymouth, Michigan

Client

City of Plymouth
 1000 Plymouth
 48150 Plymouth, Michigan

Technology Solutions

Remediation Equipment
 Real-time Monitoring
 Advanced Construction Techniques



Plant Start-up at a Former Millwork Facility in Indiana Achieves 99.9% Reduction in 2 Months

Project Overview
 City of Indianapolis
 1000 Indianapolis
 46202 Indianapolis, Indiana

Project Summary
 The City of Indianapolis is a large city located in the central part of Indiana. The city is home to a large industrial complex that has been the subject of a complex remediation project. The project involves the removal of hazardous materials and the construction of a new industrial facility. The project is a multi-phase process that is currently in the final stages of construction.

Key Dates Achieved
 The project has achieved several key milestones, including the completion of the initial site assessment, the construction of the new industrial facility, and the successful removal of hazardous materials. The project is currently on track to be completed by the end of the year.

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Site Details

1000 Indianapolis
 46202 Indianapolis, Indiana

Contractor

Regenesys
 1000 Indianapolis
 46202 Indianapolis, Indiana

Client

City of Indianapolis
 1000 Indianapolis
 46202 Indianapolis, Indiana

Technology Solutions

Remediation Equipment
 Real-time Monitoring
 Advanced Construction Techniques



Plantscap® Brownfield Site Remediation Reduces VOCs by up to 97% in 70 Days

Karl Hansen, Director of Remediation, Plantscap Environmental Services

Project Highlights

- Reducing VOCs by up to 97% in 70 days
- Reducing VOCs by up to 97% in 70 days
- Reducing VOCs by up to 97% in 70 days
- Reducing VOCs by up to 97% in 70 days

Project Statistics


- 100% reduction in VOCs
- 100% reduction in VOCs
- 100% reduction in VOCs
- 100% reduction in VOCs

Technology Description

Plantscap® is a natural, non-toxic, and non-hazardous remediation technology that uses a combination of plants and microorganisms to break down and remove VOCs from the soil.

Results

Plantscap® has been used successfully in a variety of brownfield sites, including industrial, commercial, and residential sites. The technology is safe, effective, and cost-effective.



Site Data

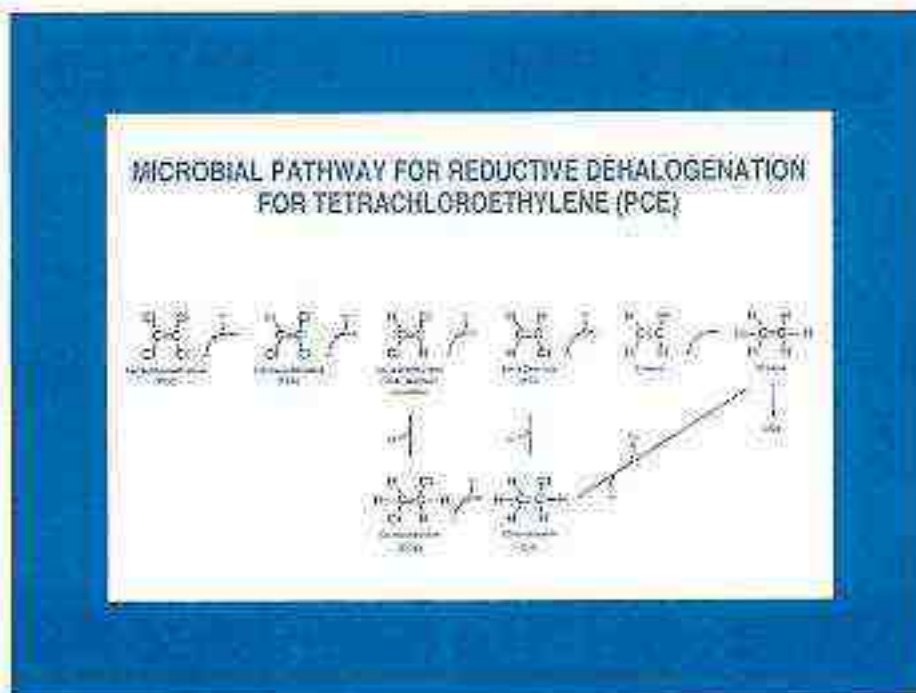
- 100% reduction in VOCs
- 100% reduction in VOCs
- 100% reduction in VOCs
- 100% reduction in VOCs

Plantscap® is a natural, non-toxic, and non-hazardous remediation technology that uses a combination of plants and microorganisms to break down and remove VOCs from the soil.

Plantscap® is a natural, non-toxic, and non-hazardous remediation technology that uses a combination of plants and microorganisms to break down and remove VOCs from the soil.

Plantscap® is a natural, non-toxic, and non-hazardous remediation technology that uses a combination of plants and microorganisms to break down and remove VOCs from the soil.

REGENESIS







MINUTES
LAW ENFORCEMENT, PUBLIC SAFETY, HEALTH &
WELFARE COMMITTEE MEETING
April 11, 2017

COMMITTEE MEMBERS

Mr. Wayne McCall, Chairman, District II
Mr. Julian Davis, District IV
Mr. Glenn Hart, District V

The Law Enforcement, Public Safety, Health & Welfare Committee scheduled at 5:30 PM (meeting will either immediately precede or follow the Transportation meeting, which is also scheduled at 5:30 pm) in Council Chambers, 415 South Pine Street, Walhalla, SC with all Committee Members present [except Mr. Davis & Administrator Scott Moulder] County Attorney David Root and Katie D. Smith, Clerk to Council present.

STAFF PRESENT:

Sheriff's Office: Chief Kevin Davis
Emergency Services: Chief Charlie King, Deputy Chief Scott Krein
Solid Waste: Swain Still

Press:

Pursuant to the Freedom of Information Act, notice of the meeting, date, time, place of meeting and agenda were posted on the bulletin board at the County Administrative Offices, 415 South Pine Street, Walhalla, SC, and the County Council website [www.oconee.com/council]. In addition it was made available to the newspapers, radio stations, television stations and concerned citizens.

Member of the press present: None

Call to Order

Chairman McCall called the meeting to order at 5:50 p.m.

Approval of Minutes

Mr. Hart made a motion, seconded by Mr. McCall, approved 2 - 0 to approve the January 24, 2017 minutes as presented.

Discussion Items

Mr. Root & staff addressed the Committee for all Discussion & Action Items listed below.

Discussion regarding proposed ordinance for structure and composition of Building Codes Appeal Board

Mr. Root noted this was requested by Community Development to update the Building Codes Appeal Board to include who is to be on the board, membership qualifications, etc. He also noted the membership shall be constituted with two (2) architects, two (2) engineers, two (2) licenses contractors, and one (1) member of the construction materials industry. Discussion followed.

Committee members inquired about conflicts between the board members. Mr. Root noted the member would have to recuse himself if a conflict were to arise. Discussion followed.

Committee members asked to have the ordinance redrafted and to include the following:

- Membership shall be constituted with one (1) architect, one (1) engineer, four (4) licenses contractors, and one (1) member of the construction materials industry.
- Failure to recuse oneself based on a conflict of interest will be a basis of removal by County Council.

It was the consensus of the Committee to direct the County Attorney to update the Ordinance to reflect changes above and send to full Council for consideration.

Update and discussion regarding Statewide Mutual Aid Agreement

Mr. Scott Krein, Emergency Services, addressed the Committee regarding Statewide Mutual Aid Agreement. Statewide mutual aid allows sharing of assets from county to county and has direct mutual aid with surrounding counties. During floods and hurricanes it allows for travel and sets a pre-agreement so that during FEMA reimbursement time, we are eligible for money. There has to be a pre-contract established prior to the event or it has to be completed once called to the event. Statewide Mutual Aid, which has been signed before, is being done again to make sure it is up to date. This allows through Fire Emergency Management to share assets. Most recently, this was used for the Pinnacle Mountain Fire. Fire Emergency Management traveled to the event and was eligible for reimbursement because the mutual aid agreements had been pre-signed and saves time. Discussion followed.

It was the consensus of the Committee to send Resolution on May 2, 2017 to full Council to adopt the Statewide Mutual Aid Agreement.

Update and discussion regarding DHEC Annual Inspection findings and mandate

Mr. Swain Still addressed Committee utilizing a PowerPoint presentation [copy filed with these minutes] regarding DHEC Annual Inspection. Mr. Still noted the landfills get inspected once a month from DHEC and in the last 11 years they have not been sent to enforcement on any action. Discussion followed.

The Committee thanked Mr. Still for the presentation and he was doing a good job.

The Committee took no action on this matter at this meeting.

Update and discussion regarding proposed revisions to the Oconee County Noise Ordinance

Mr. Root updated the Committee on the revisions that had been made to the noise ordinance. He read over the ordinance and pointed out the additions that were made.

Committee members noted they wanted the Agriculture operations to be exempt from the noise ordinance.

Chief Davis addressed the Committee utilizing a handout [copy filed with these minutes] suggesting recommendations for the new ordinance to include but not limited to:

- 3 or more independent or individual complaints registered or 1 or more complainants and 1 law enforcement officer.
- 70 decibels during the day and 60 decibels at night during the specific time of 6:59 a.m. to 6:59 p.m. during daytime hours and 6:59 p.m. to 6:59 a.m. during nighttime hours.

Discussion followed.

It was the consensus of the Committee to direct the County Attorney to update the Ordinance and send to full Council for consideration.

Update on Recycling Centers

The former engineer was working on this, however, since he left there are no new updates. Rick Martin, Director of Rock Quarry, is working on this now.

The Committee took no action on this matter at this meeting.

Update on Successful Old Tires Program

Since August of 2016, approximately 350 tons of tires have been collected.

The Committee took no action on this matter at this meeting.

Oconee Emergency Services Lake Patrol

Mr. Charlie King, Fire Chief, noted his staff is on an as needed basis, both on population of the lake and as staffing allows with volunteers being available but officially having a lake patrol service is not something they offer regularly.

Mr. McCall noted the Department of Natural Resources [DNR] has money through a federal fund that funds the gas for their boats. Mr. King noted that it was not open their mission and due to public safety and dive and rescue. Chief Davis noted he has never heard of this but would look into it. Discussion followed.

The Committee took no action on this matter at this meeting.

Legislative Update / Distracted Driving

Mr. Root updated the Committee noting the letter that was sent to the legislative delegation regarding distracted driving. Senator Thomas Alexander wrote back bringing attention to House Bill 3526, which states it is unlawful for any person to operate a motor vehicle while using a cell phone, pager, or any mobile device and does not apply if using hands free. Violation of this bill would be a misdemeanor. At this point, it is in the house judiciary committee, which ends on or about May 11, 2017, and may not make it out the committee this session due to working on the budget, roads bill, retirement funding, etc.

For Oconee County, in the personnel manual, any person operating a county vehicle is to be hands free. Chief Davis noted the Sheriff's Department manual mirrors the County policy regarding hands free. Fire Chief King noted staff receive alerts, call notifications or any incident they respond to with directions and call information on their cell phones. He noted it

requires constant attention and understands the hazards and want to support it. Discussion followed.

The Committee took no action on this matter at this meeting.

Fire & Rescue Boat Purchase

Mr. McCall noted Mr. Moulder asked him to review specs for the boat noting he would do this as a courtesy and not directing Mr. King to do anything at this time. Discussion followed.

The Committee took no action on this matter at this meeting.

Future Purchases of Fire Engines

Mr. Root reviewed with the Committee that due to the expense and debate of the last fire engine purchase, there needs to be standard items for each truck and an allowance for different items that may be considered extra. Additionally, Chief King noted he wanted to design a truck that is useful and adequate for the types of emergencies and incidents but also has a price that is affordable for taxpayers.

Additionally, there are two concepts when referring to refurbishing an apparatus: refurbish and remanufacture.

Refurbishing a Fire Truck

- Apparatus that still has life left in the truck and needs to be updated and can be either in-house or sent to a vendor. This replaces ripped and damaged upholstery, replaces or upgrades the emergency lighting on the generators, paint, etc.
- Refurbishing a truck would be a 1 to 14 year in an apparatus that receives heavy use.

Remanufacturing a Fire Truck

- Apparatus would need to be sent to a vendor to where the truck is remanufactured.
- Body is removed from the truck along with the pump and plumbing system, etc.
- Typically runs three quarters to the cost of a new apparatus and has an unexpected life span.

Discussion followed.

The Committee took no action on this matter at this meeting.

Adjourn:

Mr. Hart made a motion, approved unanimously, to adjourn the meeting at 7:38 p.m.

Respectfully Submitted,

Katie D. Smith
Clerk to Council



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps (DX-At Large)	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edda Cammick	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart		
							2015-2018	2017-2020	2015-2018	2017-2020	2017-2020	2015-2018	2017-2020
							District I	District II	District III	District IV	District V	At Large	At Large
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - March	Randy Reriz [2]	David Bryant [1]	Edward Perry [2]	Manon Lyles [1]	Ronald Chiles [2]	A. Brightwell [1]	Michael Gray [1]
Ag. Advisory Board	2018-17	5 - 2	YES	n/a	YES	Jan - March	Debbie Sewell [1]	Doug Hollifield [1]	OPEN	Ed Land [1]	Vickie Valicichay [1]	Kim Alexander [1]	Rox Branton [1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Bette Boreman [1]	Libby Imbody [1]	Mariam Noorai [1]	Tony Adams [1]	Stacy Smith	Shawn Johnson [1]	Janet Gorman [1]
Board of Zoning Appeals	38-8-1	5 - 2	YES	2X	YES	Jan - March	Atten Medford [2]	Gwen Fowler [1]	Bill Gilster [1]	Marty McKee [2]	OPEN	Josef Lusk [1]	Charles Morgan [1]
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Matt Rochester [1]	Bob DuBose [2]	Kevin Knight	Kenneth Owen		
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Shea Airey [2]	OPEN	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Frances Rundlett [1]
Destination Ocoee Action Committee	n/a	5 - 2	n/a	n/a	n/a	n/a	David Washburn	Luther Lyle [2]	A/ Shadwick	Matthew Smith [1]	Bob Hill [2]	Robert Moore	Hal Welch [2]
PRT Commission (members up for reappointment due to initial stagger)	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [1]; Andrew Conkey [1]; Kevin Evans [1]			Becky Wise [2]; Rick Lacey [2]; Mike Wallace [2]			Darlene Greene
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	M. McMahan [P, 1, 15]; M. Jacobson [P, 1, 15]; W. Caster [2, 1, 15]			B. Brackett [1, 17]; A. Griffin [1, 17]; K. Holleman [P(1, 17)]; L. Martin [P(1, 17)]; A. Suddeth [2]; C. Morrison [1, 17]			
Planning Commission	8-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	Andrew Gramling [1]	David Owensby	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail	Mike Johnson
Anderson-Ocoee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open						
Capital Project Advisory Committee (and 1, 17)						July	Council Representative Wayne McCall, Council Member Glenn Hart, Council Member Paul Cain, Council Member Julie Davis, Council Member Edda Cammick, Council Member David Bryant, Council Member Edward Perry, Council Member Manon Lyles, Council Member Ronald Chiles, Council Member A. Brightwell, Council Member Michael Gray, Council Member Debbie Sewell, Council Member Doug Hollifield, Council Member Ed Land, Council Member Vickie Valicichay, Council Member Kim Alexander, Council Member Rox Branton, Council Member Bette Boreman, Council Member Libby Imbody, Council Member Mariam Noorai, Council Member Tony Adams, Council Member Stacy Smith, Council Member Shawn Johnson, Council Member Janet Gorman, Council Member Bill Gilster, Council Member Marty McKee, Council Member Josef Lusk, Council Member Charles Morgan, Council Member George Smith, Council Member Matt Rochester, Council Member Bob DuBose, Council Member Kevin Knight, Council Member Kenneth Owen, Council Member Shea Airey, Council Member Jennifer Moss, Council Member Marvin Prater, Council Member Frank Ables, Council Member Richard Cain, Council Member Frances Rundlett, Council Member David Washburn, Council Member Luther Lyle, Council Member A/ Shadwick, Council Member Matthew Smith, Council Member Bob Hill, Council Member Robert Moore, Council Member Hal Welch						
Ocoee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV						
Ocoee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council, Mr. Scott Moulder, Administrator, Mr. Sammy Dickson						
Ten At The Top (TATT)				NO	NO	January	Mr. Dave Eldridge						
ACOG BOD				N/A	NO	January	Council Rep: Ms. Cammick [yearly]; 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open (Current: B. Dobbins)						

[#] denotes term. [1-2] 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 WASH TO BE REAPPOINTED
 Bold Italic TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

Katie Smith

From: Katie Smith
Sent: Tuesday, August 08, 2017 11:41 AM
To: klassadmgr@upstatetoday.com
Subject: RE: Classified Ad# 22663 Confirmation

This looks good. Thanks!

Katie

Katie D. Smith
Clerk to Council
Oconee County
415 S. Pine St. Walhalla
864.718.1023
Fx: 864.718.1024
ksmith@oconeesc.com

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

From: klassadmgr@upstatetoday.com [<mailto:klassadmgr@upstatetoday.com>]
Sent: Tuesday, August 08, 2017 11:29 AM
To: Katie Smith
Subject: Classified Ad# 22663 Confirmation

Hi Katie, I thought it looked a little funny. I updated the ad so please let me know if you approve this to run tomorrow. Thank you, Jenny White

THE JOURNAL

Classified Advertisi

OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691

Acct#:63488
Ad#:22663
Phone#:864-718-1023
Date:08/08/2017

Salesperson: JWHITE Classification: Legals Ad Size: 1.0 x 3.60

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	08/09/2017	08/09/2017	1	51.26	51.26

Payment Information:

Date: Order# Type
08/08/2017 22663 BILLED ACCOUNT

Total Amount: 51.26

Amount Due: 51.26

Comments: PUBLIC HEARING - SEPT. 5, 2017 - ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK

Attention: Please return the top portion of this invoice with your payment including account and ad number.

Ad Copy

NOTICE OF PUBLIC HEARING
There will be a public hearing on
September 5, 2017 at 6pm in
Oconee County Council Chambers
located at 415 South Pine Street,
Walhalla, SC 29691 for the
following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2017-19

AN ORDINANCE TO DEVELOP A
JOINTLY OWNED AND OPERATED
INDUSTRIAL/BUSINESS PARK IN
CONJUNCTION WITH PICKENS
COUNTY, SUCH INDUSTRIAL/
BUSINESS PARK TO BE, AT
THE TIME OF ITS INITIAL DEVEL-
OPMENT, GEOGRAPHICALLY LO-
CATED IN PICKENS COUNTY AND
TO INCLUDE CERTAIN PROPERTY
NOW OR TO BE OWNED BY A
COMPANY KNOWN TO THE
COUNTY AT THIS TIME AS "PROJ-
ECT EXODUS" OR ITS ASSIGNEE,
AND ESTABLISHED PURSUANT
TO SOUTH CAROLINA CODE OF
LAWS 1976, SECTION 4-1-170 ET
SEQ. AS AMENDED; TO PROVIDE
FOR A WRITTEN AGREEMENT
WITH PICKENS COUNTY PROVID-
ING FOR THE EXPENSES OF THE
PARK, THE PERCENTAGE OF
REVENUE ALLOCATION, AND THE
DISTRIBUTION OF FEES IN LIEU
OF AD VALOREM TAX; AND
MATTERS RELATED THERETO.

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

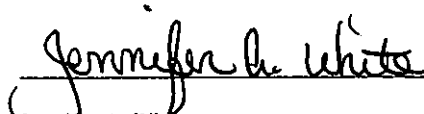
IN RE: PUBLIC HEARING - SEPT. 5, 2017 - ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 08/09/2017 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
08/09/2017



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024

**JENNIFER A WHITE
NOTARY PUBLIC
State of South Carolina
My Commission Expires July 1, 2024**



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: September 5, 2017 6:00 p.m.**

Ordinance 2017-19 "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND TO INCLUDE CERTAIN PROPERTY NOW OR TO BE OWNED BY A COMPANY KNOWN TO THE COUNTY AT THIS TIME AS "PROJECT EXODES" OR ITS ASSIGNEE, AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS 1976, SECTION 4-1-170 ET SEQ., AS AMENDED, TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE ALLOCATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX, AND MATTERS RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.
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 Commissions appointed by Council should do so in an appropriate manner.

Public comment during a public hearing is not limited to four minutes per person.
Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.
Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.
Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29661.

Please PRINT your name

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NO ONE



September 5, 2017

Public Comment
SIGN IN SHEET
6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 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.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
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NONE

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ROGERS • LEWIS

— ROGERS LEWIS JACKSON MANN & QUINN, LLC —

Robert Lewis
rlewis@rogerslewis.com

September 5, 2017

David A. Root, Esquire
Oconee County Attorney
Oconee County, S.C.
415 South Pine Street
Walhalla, South Carolina 29691

Re: Historic Oconee County Courthouse

Dear David:

I did want to keep you and Oconee County updated on the progress of the due diligence as allowed in the Agreement for the Purchase and Sale of Real Property and the Project Grant Agreement executed by my client, Historic Oconee Courthouse LLC. As I previously informed the County, the property was listed on the National Register of Historic Places on October 11, 2016. That listing is a prerequisite to having a rehabilitation plan approved by the South Carolina Department of Archives and History (SHPO) and the National Park Service (NPS). The process to have the rehabilitation plan approved is through a Part 2 Application.

We have had several meetings and discussions with the South Carolina Department of Archives and History concerning our Part 2 Application. Most recently we were required to re-submit additional architectural plans to SHPO. Based on comments and suggestions from SHPO we were required to redraw our architectural plans to provide for a single-story addition to the building's southern elevation that will provide additional lobby space and an entrance to the building from Short Street and Church Street. Those drawings have been completed and we are awaiting the mechanical and electrical engineering plans before we submit what we hope to be our final Part 2 application to SHPO and NPS.

We expect approval from the South Carolina Department of Archives and History within 30 days of upcoming re-submittal and therefore expect that we will have approval of the Part 2 application in October. The NPS regulations provide that the Part 2 application needs to be approved before any construction work is begun. Although our Part 2 application will also need to be approved by the National Park Service after SHPO approval, we feel comfortable with scheduling a closing of the property in late October or early November.

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Robert Lewis
rlouis@rogerslewis.com

The preliminary construction budget for the project is \$6,050,052.00 and I have also enclosed that budget for the County's review.

If there is any additional information that I can provide please do not hesitate to give me a call and I am happy to make a presentation to the Oconee County Council if necessary.

Sincerely,



Robert B. Lewis
Attorney at Law

RBL/sw

AppleWorks
www.appleworks.com
Job Number: 11756-01
Contact Information: 803-978-2838 - David Ross, General
Date: 05/25/2017
Sales Order: 006

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