



## ADMINISTRATOR'S REPORT

**Kevin Bronson**

Office of the City Administrator  
Westminster, South Carolina

May 16, 2025

### GENERAL INFORMATION

#### **Anderson Park Ribbon Cutting**

Westminster will be hosting a ribbon cutting at W.P. Anderson Park (109 E. North Avenue) on **June 5<sup>th</sup> at 2:00pm**. The Anderson Park expansion and renovation includes adding nearly an acre of park space, with the intention of adding disability and sensory sensitive playground equipment in a later phase. A flier is attached.

#### **Anderson Avenue Walkability Grant**

The City of Westminster and the Department of Public Health submitted the Anderson Avenue Walkability Grant to WholeSpire on May 15, 2025.

#### **SCAPA HWY 123 Corridor Study**

City Council accepted a HWY 123 Corridor study at the May 13, 2025, City Council Meeting. The grant made recommendations for walkability, connectivity, beautification, and traffic improvements. The study and executive summary are attached.

#### **This Week in Rec: An Update from Recreation Director Herb Poole**

- The County Tournament for Softball ends tonight with the championship games. After inclement weather during the first part of the week, the weather was great and the fields dried for the semi-finals and finals.
- The County Tournament for baseball started last night and will continue until the latter part of next week. Games will be played at across Oconee County.
- Next week is the final week of T-ball games for the season
- The softball all-star tournaments will be hosted by Easy Rec next month. We will have teams in the 8u, 10u, 12u, and 15u divisions representing Westminster.
- The baseball all-star tournaments will be held (mostly) in Seneca next month. We will have teams in the 8u, 10u, and 12u divisions. We will have a 14u team as well, but do not know where they will be playing.
- The Oconee County Directors met with Leadership Oconee this past week at The Horton Outdoor Recreational Area. The Leadership Oconee representatives were impressed with the progress.
- We hope to have registration dates for fall sports soon. Our goal is to have registration complete by July 1.

### **SCIIP Sewer Project**

Tugaloo/McClam finished installing the new 8" sewer main and has moved on to additional manholes.

Phase II of the project was awarded to L.W. Inc. by Westminster City Council at the May 13 City Council Meeting.

### **Anderson Park**

The concrete parking lot was stripped this week. City staff began work on the older portion of the park area, landscaping work has begun as well as the installation of the posts for the Story Walk.

### **Horton Outdoor Recreational Area**

The *Invitation for Subcontract Bids* for the concession stand is currently advertised and responses are now due May 20, 2025. On May 8, 2025, Mammoth Sports Construction held a non-mandatory pre-bid meeting. Approximately eleven people attended, representing approximately six local companies. The information for the bids are:

REVISED DUE DATES:

Pre-bid - Thursday May 8th, 10:00 AM Local Time at Westminster City Hall Bid

Date: Tuesday May 20th, 2:00 PM

More information may be found here:

<https://westminstersc.org/departments/administration/#bids>

Construction continued this week as soil conditions allowed due to rain. Field components are being installed. Anticipate more truck traffic in to and out of the site as construction components will begin to be delivered at a faster rate.

### **Heirloom Farms**

J&M has finished installing water lines in the subdivision up to the connecting point.

The depth of the main has been determined at 9'. Rosier Group is developing a plan to shift the tie down the road to a safer depth. The tie will be completed on Memorial Day to accommodate the industrial plants.

Sewer is complete.

### **Long Creek Highway Chauga River Bridge**

Bridge girders have been installed. Concrete was poured on the bridge deck on May 8<sup>th</sup>. Side rails will be poured next and will need to cure before Water install. Bridge is on track per Crowder Construction.

### **Local Development Corporation (LDC)**

The LDC will meet on Tuesday, May 20, 2025 at 4:00 pm at Westminster City Hall. The agenda is attached.

### **Westminster Planning Commission**

The Westminster Planning Commission will meet on Monday, May 19, 2025 at 6:00pm at Westminster City Hall. The agenda is attached.

### OJRSA

The Board met May 5, 2025; the draft meeting minutes are attached. Also attached are the draft minutes from the Ad Hoc Feasibility Committee meeting.

### PMPA

Nothing to report.

### PLEASE MARK YOUR CALENDARS

May 19, 2025 at 6:00 pm Westminster Planning Commission Meeting at Westminster City Hall

May 20, 2025 at 8:30 am Operations & Planning Committee at OJRSA

May 20, 2025 at 4:00 pm Local Economic Development Corporation Meeting at Westminster City Hall

May 22, 2025 at 10:00 am PMPA Board Meeting at PMPA

**May 26, 2025 City offices closed in observance of Memorial Day**

May 27, 2025 at 9:00 am Finance & Administration Committee at OJRSA

**\*\*\*May 29, 2025 at 5:00 pm Special Called City Council Meeting at Westminster City Hall\*\*\***

June 2, 2025 at 4:00 pm OJRSA Board Meeting at OJRSA

June 16, 2025 at 9:00 am OJRSA Ad-hoc Feasibility Implementation Committee at OJRSA

June 16, 2025 at 6:00 pm Westminster Planning Commission Meeting at Westminster City Hall

**June 17, 2025 at 6:00 pm City Council Meeting at the Westminster Fire Department**

### City Council Meeting Schedule:

January 14, 2025		6:00 PM	City Council Meeting
February 11, 2025	4:00 PM	6:00 PM	Budget Workshop/City Council Meeting
March 11, 2025	4:00 PM	6:00 PM	Budget Workshop/City Council Meeting
April 8, 2025	4:00 PM	6:00 PM	Budget Workshop/City Council Meeting
April 29, 2025	4:00 PM		Budget Workshop
May 13, 2025		6:00 PM	City Council Meeting
June 17, 2025		6:00 PM	City Council Meeting
July 8, 2025		6:00 PM	City Council Meeting
August 12, 2025		6:00 PM	City Council Meeting
September 9, 2025		6:00 PM	City Council Meeting
October 14, 2025		6:00 PM	City Council Meeting
November 18, 2025		6:00 PM	City Council Meeting
December 9, 2025		6:00 PM	City Council Meeting

### Special Events Calendar

#### **May 17, 2025 Music on Main in Downtown Westminster**

*Westminster Music Centre presents Music on Main. Car Show will begin at 3:00.*

#### **June 5, 2025 W.P. Anderson Park Ribbon Cutting at 109 E. North Avenue**

*Ribbon cutting for Anderson Park at 2:00pm.*

June 19, 2025 Westminster Juneteenth Luncheon at TBD in Westminster  
*Westminster will host its second Juneteenth luncheon. More details to come.*

# RIBBON-CUTTING CELEBRATION

## W.P. ANDERSON PARK

**JUNE 5, 2025**

2:00 PM

109 E North Avenue

Westminster, SC 29693





**TO:** Westminster Planning Commission  
**FROM:** Reagan Osbon, Assistant City Administrator  
**DATE:** April 21, 2025  
**SUBJECT:** Executive Summary – East Main Street / Highway 123 Corridor Study Recommendations

## MEMORANDUM

The East Main Street / Highway 123 Corridor Study presents a timely opportunity to shape the future of one of Westminster's most important gateways. This section, stretching from Windsor Street to Oak Street, serves as the entrance to downtown and connects Westminster to Seneca, Anderson, and the Georgia border. The planning group and City staff envision East Main to become a safer, more beautiful, and welcoming street that supports economic growth and community life. These recommendations aim to create a more vibrant, accessible, and resilient East Main corridor.

### Key Takeaways:

- **Planning Context:** While several local and regional plans reference Highway 123, few address the study area directly. The 2023 Downtown Master Plan is the most relevant, recommending safety improvements like the realignment at East Windsor Street and the inclusion of a planted median.
- **Policy & Partnerships:** To catalyze reinvestment, the City should proactively update zoning and development regulations while coordinating with SCDOT and ACOG. Focus areas include:
  - Streetscape design standards
  - Improved pedestrian and bicycle infrastructure
  - Streamlined development processes
- **Infrastructure Improvements:** A comprehensive corridor redesign should evaluate enhancements such as pedestrian refuges, landscaped medians, driveway consolidation, and ADA-compliant sidewalks per PROWAG standards.
- **Land Use & Regulatory Alignment:** A zoning ordinance audit is recommended to support mixed-use development, flexible parking strategies, and enhanced building design. Considerations include:
  - Reduced or maximum parking requirements
  - Shared parking agreements
  - Cross-access requirements and driveway consolidation
- **Complete Streets & Vision Zero:** Support South Carolina's Vision Zero initiative and develop a local Bicycle & Pedestrian Plan to align local priorities with state and regional goals.
- **Next Steps:** The City should pursue planning grants and engage regional partners.

# Final Recommendations Memo

## PROJECT OVERVIEW

East Main Street / Highway 123 is a critical corridor in Westminster serving as the city's main thoroughfare as well as the connection to the South Carolina /Georgia border and Seneca, SC. The City of Westminster envisions that East Main Street will “be a safe, beautiful, and welcoming street that connects Westminster’s downtown and business corridor to the rest of the region.”<sup>1</sup> This study will focus on a portion of the corridor just south of the downtown core between Windsor Street and Oak Street as this area serves as the gateway into downtown (Figure 1).

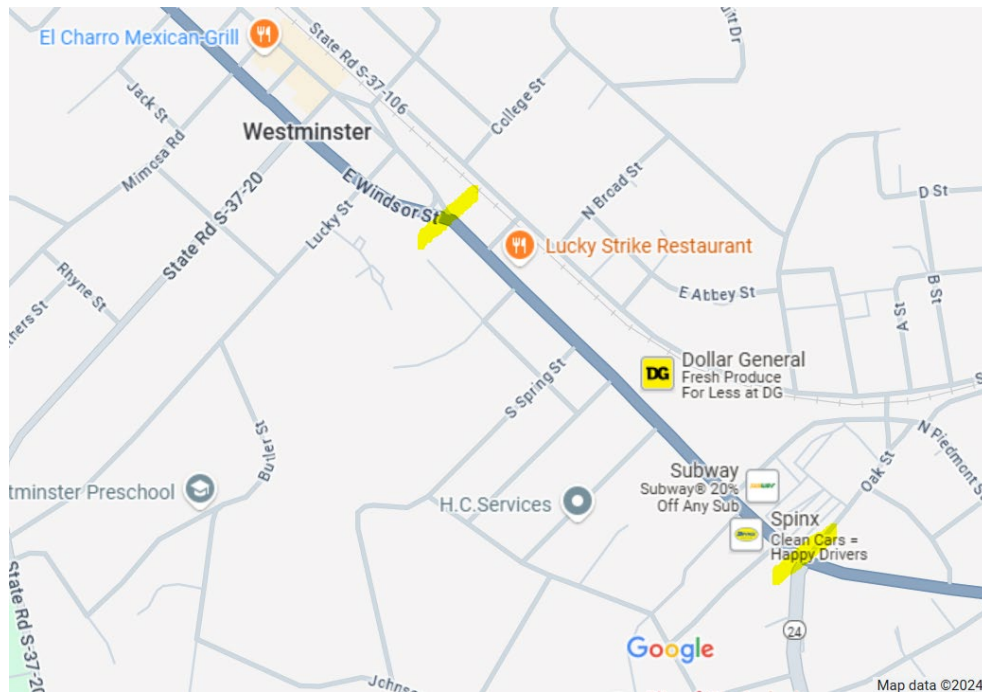


Figure 1. Study Area

Goals for the corridor study include:

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<sup>1</sup> Downtown Master Plan. Westminster, SC. 2023. Print. pg. 61.

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1. Evaluate opportunities to make changes to improve safety and comfort for all roadway users.
  2. Analyze existing conditions of the corridor.
  3. Make recommendations for policy, programming, and infrastructure improvements that will be shared with elected officials and the public.

## PLAN REVIEW

Six adopted local and regional plans and several ordinances were identified that affect potential policy, project, and programming recommendations for East Main Street. Each plan is briefly summarized below, highlighting policies or projects pertaining to East Main Street.

### Oconee County Comprehensive Plan 2020

The transportation element in the Oconee County comprehensive Plan discusses Highway 123; however, there are not any projects listed for the study area. One important note is that Highway 123 is a major arterial designed for vehicle throughput.<sup>2</sup>

### Westminster Downtown Master Plan

In 2023, Westminster completed a Downtown Master Plan looking at an area along East Main Street from North Hampton Street to south of Long Creek Hwy. The plan includes this study's study area, but focuses more on the downtown core. Zoning along the study area is predominately focused on commercial.<sup>3</sup> This section of roadway was evaluated to have a planted median. Lastly, East Main Street was recommended to realign at East Windsor St to improve the safety of the area with a signalized intersection.<sup>4</sup>

### Appalachian Council of Governments (ACOG) Rural Transportation Improvement Plan (RTIP) 2024-2033

Oconee County is one of the six counties that make up the ACOG which focuses on rural areas. Within ACOG's RTIP is one project related to the study area. In 2027, \$150,000 will go towards a Highway 123 Corridor Study.<sup>5</sup>

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<sup>2</sup> Comprehensive Plan: Transportation Element. Oconee County. 2020. Print. pg. 5.

<sup>3</sup> Downtown Master Plan. Westminster, SC. 2023. Print. pg. 12.

<sup>4</sup> Downtown Master Plan. Westminster, SC. 2023. Print. pg. 60.

<sup>5</sup> RTIP. ACOG. 2024-2033. Print. pg. 27.

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## ACOG Rural Long Range Transportation Plan (RLRTP) 2045

In the Rural Long Range Transportation Plan, ACOG defines projects for the region over the next 20 years. Highway 123 is mentioned several times; however, this project's study limits are not included.<sup>6</sup>

## Oconee County State Transportation Improvement Plan (STIP) 2021-2027

Along with ACOG's RTIP list, Oconee County listed out their specific projects over the next several years. The Corridor Study along Highway 123 is listed again in this plan.<sup>7</sup>

## Ordinances

Parking restrictions based on the Westminster code of Ordinances:

**(A)** Parking is prohibited on streets (not alleys) if it leaves less than ten feet for traffic, except for brief stops to load/unload passengers or comply with traffic signs or police.

**(B)** In alleys, parking is also prohibited if it leaves less than ten feet for traffic.

**(C)** The City of Westminster can restrict parking on certain public areas and city property, with violations leading to fines or towing.

**(D)** Fines start at \$10, increasing to \$20 if unpaid within five days, and vehicles may be towed if the fine remains unpaid after ten days.

Curb Parking:

**(A)** On streets marked or signed for angle parking, vehicles must be parked at the indicated angle.

**(B)** Vehicles loading or unloading merchandise/materials may go back into the curb if permitted, and the driver has the permit on hand or in the vehicle. Still, it's illegal to violate any conditions of the permit.

Bus and Taxicab parking restrictions:

Bus and taxicab drivers can only stand or park their vehicles on business district streets if they are at a designated bus stop or taxicab stand. However, they may temporarily stop elsewhere if they actively load or unload passengers and comply with other stopping or parking regulations.

General provisions on sidewalk and curb cut improvements:

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<sup>6</sup> RLRTP. ACOG. 2045. Print.

<sup>7</sup> STIP. Oconee County. 2021-2027. Print. pg. 1.

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## Compliance with Provisions Required:

- Owners, contractors, or developers must follow regulations for installing, repairing, or renovating sidewalks, driveway curb cuts, and roadway curbs when constructing or renovating buildings under specific occupancy or use categories.

## PLAN REVIEW SUMMARY

Overall, the length of East Main Street from Windsor Street and Oak Street is not often mentioned in existing plans. The Downtown Master Plan is the only plan that takes a look at the existing roadway and begins to make safety recommendations. Since this roadway is operated by the state and is a connector to outlying areas, it will be important to consider ways to redesign for a more walkable and comfortable environment for bicycles and pedestrians.

## POLICY AND PROGRAMMING RECOMMENDATION OPTIONS

Westminster is a city poised for new investment and redevelopment. The central recommendation for the City is to be proactive in setting the stage for new investment along the corridor. New homes and subdivisions associated with population growth across the Upstate and Oconee County will lead to reinvestment in the Highway 123 corridor. Westminster should consider updating ordinances and development regulations while working with Oconee County and regional partners like the Appalachian COG to set the stage for new development. By taking action proactively, the City can position itself as an attractive partner for new businesses and enable changes in the built environment that make the corridor an asset to the City.

### Coordination & Collaboration with SCDOT and Appalachian Council of Governments (ACOG):

The City of Westminster can use policy to shape the future of the Highway 123 corridor. In order to have productive conversations with the public, City staff should meet with SCDOT District 3 and ACOG staff about the future of the street and discuss local preferences for topics including:

- Streetscape design elements & consistent application (eg: sidewalk width, bicycle facilities, driveway typologies and location and cross access requirements, street trees and landscaping, etc.)
- Integration with other City, County, and SCDOT planning processes

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- Needed planning initiatives/processes/projects that would facilitate future conversations with SCDOT

These conversations inform agencies working at the regional level to local needs. These agencies can influence funding streams, can support grant funding identification, and potentially administration to support changes in future regional planning processes and projects.

## Complete Streets & Safety

The City should determine its position on creating “[complete streets](#).” For example:

How do people in each mode feel in this space? What improvements can be made to create more parity among all modes? The City should consider additional planning processes as follows:

- **Bicycle & Pedestrian Plan** - This plan enables the City to have a conversation with the public about the types of facilities they want as they walk and bike. Adopting this type of plan facilitates conversations with SCDOT and ACOG to implement future conversations as part of Regional Transportation Improvement Program (RTIP) projects.
- **Supporting SC Vision Zero** - [Vision Zero](#) (VZ) is a state-wide objective to reduce traffic fatalities and crashes. Adopting a resolution of support for VZ demonstrates the City’s support for this process.
- **Revitalize and reuse existing building stock** - The corridor includes a number of historic buildings. Incentivizing redevelopment will help create more activation along the street which helps create an environment that is more attractive for pedestrians and the community as a whole.
- **Consider updating zoning** - Land use regulations can be important for shaping the way people move and interact with businesses along the corridor. Consider updating zoning to allow for a greater mixture of uses so that people have opportunities to live near the places they work, shop, and dine.
- **Plan for future sidewalk improvements** - The Public Right of Way Accessibility Guidelines (PROWAG) are published by the USDOT and provide specific guidance for street and sidewalk design that complies with the Americans with Disabilities Act (ADA) Title II. Consider updating development regulations to require compliance with ADA, and work with SCDOT to implement PROWAG guidance as part of projects they fund.

## PUBLIC RIGHT-OF-WAY CHANGES

Conduct a detailed corridor study to evaluate travel conditions on Highway 123 and to determine infrastructure changes that improve the look and feel of driving and walking. The City can explore specific streetscape design elements like landscaping, street trees, driveway consolidation, cross-access requirements, locations for pedestrian refuge islands and pedestrian hybrid



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beacons, Continuous or intermittent landscaped median, gateway landscaping/signage, banners for utility poles, etc.

## LAND USE & REGULATORY CHANGES

After the corridor study, a zoning ordinance audit to determine specific regulatory changes that could be implemented to incentivize reinvestment in the corridor in the form of building upgrades and redevelopment. The city should align the zoning code to support this goal and implementation of the corridor study. Possible changes could include the following:

- Consider lower parking requirements OR consider adopting parking maximums to allow the market to determine parking needs for businesses
  - E.g.: An existing site is built with a 4800 sf building and 25 spaces. The site would not allow for a new restaurant without a variance for parking.
  - E.g.: Ingles has an extremely large parking field - likely more than it needs to operate.
- Consider allowing/encouraging shared parking agreements
- Consider adopting design regulations that discuss things like:
  - Parking field design & location
    - No parking in first 30 ft of setback
    - Pedestrian facility design
  - Access Management - Cross access requirements, driveway consolidation - reduce # of driveways, vegetated medians
  - Building placement
  - Signage
  - Landscaping - Street trees, parking lots, along buildings

## TARGETED STRATEGIES

- Evaluate applying for the MASC South Carolina Main Streets program. In 1983, South Carolina established its Main Street program to help revitalize South Carolina's historic downtowns. As a program of the Municipal Association of South Carolina, Main Street SC offers comprehensive technical assistance, expert training, and a supportive network to transform our state's historic commercial districts into vibrant economic and cultural hubs. The program focuses on four primary areas: Organization, Proportion, Design, and Economic Vitality.

## Site Layout Considerations

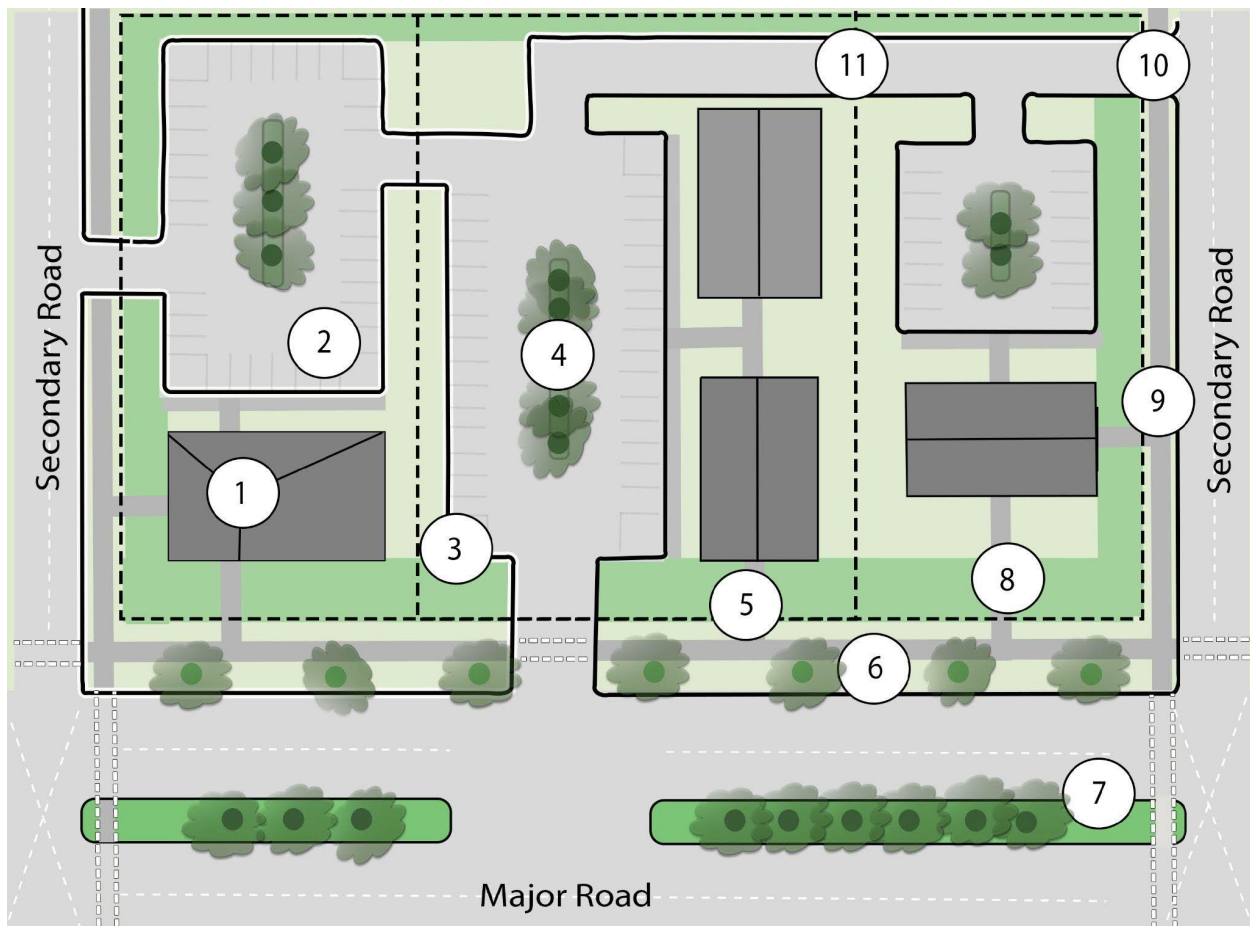


Figure 2. Conceptual site layout

Each of these considerations plays a vital role in shaping the functionality, safety, and aesthetics of a community, contributing to a well-designed, sustainable, and accessible urban environment.

### 1. Building Placement :

Placing buildings closer to the street encourages a pedestrianfriendly environment by reducing the walking distance between people and key amenities. This creates a more inviting, human-scale urban experience, fostering a sense of community. It also promotes vibrant streetscapes by activating the public realm and discouraging sprawling, car centric development.

### 2. Parking Placement:

Locating parking behind buildings, instead of between the building and the street, enhances the aesthetic appeal of the development and minimizes the visual dominance of parking areas. This approach prioritizes the pedestrian experience by keeping streetscapes uninterrupted, while also reducing the heat island effect and promoting walkability.

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### 3. **Parking Setback:**

A 30' setback with screening for parking lots placed adjacent to streets provides a buffer between the pedestrian zone and vehicle traffic. This improves the visual aesthetics of the street and reduces the impact of parking on the urban environment. It also promotes safety by creating clear distinctions between areas designated for pedestrians and vehicles.

## **Landscaping** *(see Figure 3)*

### 4. **Landscape Islands and Medians:**

Incorporating landscape medians and islands within parking lots and between properties serves multiple purposes. It not only enhances the visual appeal but also provides environmental benefits, such as improved water filtration and reduced runoff. These green spaces also reduce the urban heat island effect, cooling the environment and making parking lots more comfortable and ecologically responsible.

### 5. **Street Trees:**

Street trees improve the character of roadways by creating a more visually attractive and shaded environment for pedestrians, cyclists, and drivers alike. They also act as natural buffers between the road and sidewalk, improving safety by offering separation from traffic. Trees help reduce urban heat and contribute to local biodiversity, making streets more pleasant and environmentally friendly.

### 6. **Landscaped Medians on Roadways:**

Landscaped medians provide not only aesthetic value but also environmental benefits such as stormwater absorption and temperature moderation. Medians can help with access management by controlling turning movements, improving traffic flow, and enhancing pedestrian safety by offering a safe place to pause while crossing multi-lane roads.



**Figure 3. Landscaping concept**

## **Pedestrian Considerations**

### **7. Pedestrian Refuges:**

Pedestrian refuges, such as small islands or raised areas in medians, make street crossings safer by providing a safe place for pedestrians to wait while crossing wider streets. This is especially important in high-traffic areas or for streets with multiple lanes, offering a moment of respite and reducing the perceived distance between destinations.

### **8. Internal Connectivity :**

A well-connected pedestrian network within a development ensures that people can move easily and safely between parking lots, buildings, and other key areas. It reduces the need for cars, encourages walking, and supports a healthier, more active lifestyle. Internal connectivity also fosters a sense of community by enhancing accessibility.

### **9. Secondary Streets:**

Sidewalks and pedestrian paths along secondary streets help to improve connectivity between neighborhoods and commercial or civic centers. These routes provide alternative pathways that reduce reliance on primary roads, facilitating local mobility and creating opportunities for safe, walkable urban spaces that connect people to broader areas, such as downtowns.

## **Access Management**

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**10. Limiting Curb Cuts :**

Limiting curb cuts along primary roads improves traffic flow and safety by reducing congestion, minimizing points of conflict between vehicles and pedestrians, and allowing for better control of access points. This approach encourages drivers to use secondary roadways, leading to more organized and less hazardous street environments.

**11. Cross Access:**

Providing shared access between adjacent properties helps limit the number of curb cuts needed on primary roads. This reduces traffic congestion, improves pedestrian safety, and encourages a more efficient use of land. It also promotes connectivity between sites and reduces the impact of individual developments on traffic flow.

**AGENDA****City of Westminster Local Development Corporation****City Hall Conference Room****May 20, 2025- 4:00pm****I. Call to Order****II. Approval of February 2, 2025, Meeting Minutes****III. Financial Report****IV. Consideration of CBIG Application for 105 West Main Street:**

The City received an application from Keith Denny (105 West Main Street) for \$1,937.50 to install front canopy awning.

Staff believe that improvements qualify as a project that “stimulates improvements to the exterior or interior improvements of commercial buildings in the Downtown Business District.”

*Staff recommends approval.*

**V. Consideration of CBIG Application for 105 West Main Street:**

The City received an application from Keith Denny (107 West Main Street) for \$1,937.50 to install front canopy awning.

Staff believe that improvements qualify as a project that “stimulates improvements to the exterior or interior improvements of commercial buildings in the Downtown Business District.”

The grant allow applicants to apply for up to \$5,000 per property per year.

*Staff recommends approval.*

**VI. Discussion and consideration of changing the CBIG Requirements and Guidelines**

The Local Development Corporation (LDC) has accumulated a strong fund balance over the past two years. Staff requests the LDC consider expanding the grant amount and/or broadening the project guidelines and requirements.

**VII. Member Comments****VIII. Adjourn**



## LOCAL DEVELOPMENT CORP

### February 5, 2025 Meeting Minutes

Sammy Dickson called the meeting to order, certifying a quorum. Others that attended were Kent Miller, Dale Glymph, Brian Allen, Reagan Osbon, Kevin Bronson, and Kiley Carter.

The motion to approve the October 30, 2024 meeting minutes passed unanimously.

#### New Business

##### 1. Balance Sheet

Kiley Carter explained the balance sheet that was presented before this committee to see the revenue and expenses associated with this bank account. Kevin Bronson did clarify that the \$20,000 that showed as pending from PMPA on the balance sheet was no longer pending at the time of this meeting. 401 W. Windsor was discussed as they are approaching their 6-month deadline to submit receipts for reimbursement. Reagan Osbon will follow up with 401 W. Windsor about this.

Revenue			NOTES
10/31/2024	\$53,797.57	BEGINNING BALANCE	
Expenses			
BEEF & RIB	\$ 5,000.00	GRANT AWARDED	
401 W. WINDSOR	\$ 5,000.00	GRANT AWARDED PAYMENT PENDING	Getting close to 6 month deadline to complete work
BANK BALANCE	\$48,797.57	As of 02/03/2025	
	\$20,000.00	PENDING FROM PMPA	
	\$68,797.57		

##### 2. Discussion of a mural at 401 W. Windsor Street

Reagan Osbon explained to the committee that this location was interested in possibly painting a mural on their building and was wondering if the committee would help to pay for this. All agreed to bring this back for discussion later once it was known what the mural would be of. Approval would then depend on the design.

##### 3. Discussion of 113 Retreat Street Application

Reagan Osbon went over the application for 113 Retreat Street. He explained the work wanting to be done along with the pictures provided. They are asking for \$2,975 currently to repair floor damage. There was discussion about water drainage issues at this location. Staff recommends approval. Brian Allen made a motion to approve seconded by Dale Glymph. All voted to unanimously approve.

##### 4. Discussion of City updates

There was discussion between the committee and Kevin Bronson about what is happening in the city with old/vacant buildings. Sammy Dickson suggested that we find ways to spend this money and get the word out. Kevin Bronson agreed.

Adjourn

Sammy Dickson motioned to adjourn the meeting. The committee gave unanimous consent.

(Minutes prepared by Kiley Carter)

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Sammy Dickson, Chairman

Local Economic Development Balance Sheet

Revenue		
2/1/2025	\$ 68,797.57	BEGINNING BALANCE
Expenses		
Leslie Davis	\$ 4,401.18	GRANT AWARDED
Angie Cromer	\$ 2,975.00	GRANT AWARDED
BANK BALANCE	\$ 61,421.39	As of 04/30/2025

**City of Westminster**  
**Commercial Building Improvement Grant Program**  
**Application**



**Designated Property**

Address: 105 W. Main Street, Westminster, SC 29693

**Applicant Information**

Applicant Name: Denny Properties, LLC Phone: 864-784-1493

Mailing address: P.O. Box 101

City, State, Zip: Walhalla, SC 29691

Applicant Relationship to Designated Property:

☒ Own ☐ Rent ☐ Other

\$ \_\_\_\_\_ Rent/Lease

☒ New or Existing Business

**Owner Information (if different from applicant)**

(A letter of consent from the property owner is required.)

Owner Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Scope of Proposed Project:** Include a summary of the building's current condition, areas to be improved and how, as well as any proposed materials or colors. (Attach additional sheets if necessary)

New canopy on front of building by  
The Canopy Connection  
(See attached quote)

**City of Westminster**

## Commercial Building Improvement Grant Program

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### Financial Information

Estimated Project Cost: \$ 3,875.00  
(Attach an itemized budget.)

Grant money applied for: \$ 1,937.50  
(Maximum 50% of total cost - maximum \$5,000)

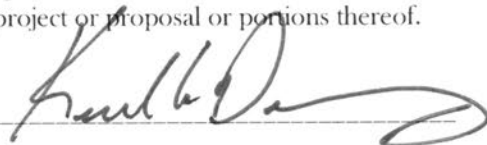
### Application Check List

- ☐ Application must be complete
- ☐ Budget summary/Cost estimate attached
- ☐ Letter of consent from property owner (if leasing/renting)
- ☐ Architectural sketch of proposed project (if necessary)
- ☐ A minimum of two (2) photographs of building with existing conditions
- ☐ Paint and awning samples (if applicable)
- ☐ City permits applied for (if applicable)

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I agree to comply with the guidelines and standards of the City of Westminster Commercial Building Improvement Grant Program and I understand that this is a voluntary program, under which the City has the right to approve or deny any project or proposal or portions thereof.

Applicant's Signature



Date 5/1/2025

### Submit application to:

City of Westminster  
PO Box 399  
100 E. Windsor Street  
Westminster, SC 29693

### For additional information, contact:

City Clerk  
864-647-3202  
[info@westminstersc.org](mailto:info@westminstersc.org)

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### Grant Committee Use:

Date Received: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_

Application: \_\_\_\_\_ Granted

\_\_\_\_\_ Denied

Comments \_\_\_\_\_

## City of Westminster

### Commercial Building Improvement Grant Agreement

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF WESTMINSTER (City) and Denny Properties, LLC (Grantee), whose address is 105 W. Main St., Westminster, SC 29693

WHEREAS the City has approved a façade improvement grant to Grantee subject to the execution of this Agreement, and Grantee desires to accept the grant and to abide by the terms of this Agreement, and

WHEREAS the City has approved a grant in an amount not to exceed <sup>Five</sup> ~~Three~~ Thousand and No/100 Dollars (\$5,000.00) for commercial building improvements at 105 W. Main St., Westminster, South Carolina,

NOW THEREFORE, the parties agree as follows:

1. Grantee reaffirms that all information provided to the City in its Commercial Building Improvement Grant Application is correct and accurate.
2. Grantee has read and agrees to abide by the provisions and requirements of the City of Westminster Commercial Building Improvement Grant Program.
3. All work performed by Grantee will be consistent with the approval by the City. If Grantee desires to make any changes in the project, Grantee will obtain written approval from the City before implementing such changes. Grantee understands that the City is not required to approve any changes.
4. Grantee agrees to complete the improvements within six (6) months from the date of this Agreement and understands that failure to complete the improvements within such period will result in forfeiture of the grant.
5. Grantee understands that the grant will be paid to Grantee only upon completion of the work, submission of all dated statements or invoices to the City, and approval by the City of the completed work.
6. Grantee will notify the City immediately if Grantee's interest in the subject property changes in any way. This Agreement is not assignable by Grantee without prior written approval of the City, which will not be unreasonably withheld.
7. Grantee hereby grants to the City the right to use pictures, renderings, or descriptions of the work for any and all promotional purposes desired by the City.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first written above.

WITNESSES FOR THE CITY

CITY OF WESTMINSTER

\_\_\_\_\_  
\_\_\_\_\_

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



WITNESSES FOR THE GRANTEE

\_\_\_\_\_  
\_\_\_\_\_

GRANTEE

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

WITNESSES FOR OWNER

\_\_\_\_\_  
\_\_\_\_\_

OWNER (if other than Grantee)

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

**Substitute W-9**  
**Request for Taxpayer Identification Number & Certification**

In order to comply with the Internal Revenue Code, we are required to obtain your Federal Identification Number to be used in reporting the payments we make to you. Please complete the following information and return to the address below. Please type or print your information on the form below. Your cooperation in this matter is greatly appreciated.

Vendor: Denny Properties, LLC  
Address: P.O. Box 101  
City, State, Zip: Walhalla, SC 29691

Please mark the Type of Entity:

☐ Individual  
☐ Sole Proprietor  
☐ Corporation

☐ Partnership  
☐ Governmental Unit  
☒ LLC or other

*(taxed as individual)*

Denny Properties, LLC  
Company Name

Employer Identification #

If individual or sole proprietor, also give name and SSN.

Keith G. Denny  
Name (print)

  
SSN

Authorized Signature 

Title Owner

Date 5/1/2025

Telephone # 864-784-1493

Keith.g.denny@gmail.com  
Email Address

Keith G. Denny  
Name of Primary Contact



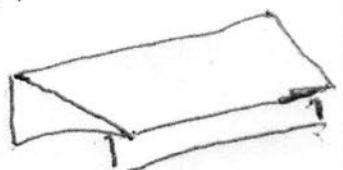
DATE 5-1-25The Canopy **CONNECTION** Signs From Above

(864) 505-4552  
 115 Spring Estates Drive  
 Liberty, SC 29657  
 canopyconnection@gmail.com  
 Barry Clement

NAME KGD  
 ADDRESS 105 W. MAIN ST  
 CITY WESTMINSTER STATE SC ZIP 29693  
 TERMS 1/2 DOWN BAL. DUE ON COMPLETION

BEST TIME \_\_\_\_\_  
 WATER LOCATION \_\_\_\_\_

WIDTH \_\_\_\_\_ SQ.FT. \_\_\_\_\_  
 DROP SEE SKETCH EXTRA LABOR \_\_\_\_\_  
 PROJECTION \_\_\_\_\_ \$ \_\_\_\_\_

SKETCH 1- 7' x 5' x 5' 2- 8' x 5' x 5' 3- 7' x 5' x 5' *ANY COLOR WEATHERMAY 	
SCALLOP DESIGN <u>WRAP</u> FRINGE COLOR <u>NONE</u> TYPE FABRIC _____	

**SCHEDULE:** ALL WORK COMPLETED WITHIN 6 WK  
 FROM 1/2 DOWN PAYMENT

SUBTOTAL \$3875.00  
 TAX 0  
 TOTAL \$3875.00

**WARRANTY:** Title shall not pass to Purchaser until actually paid for. Seller has the right to remove and repossess said products unless Customer lives up to the terms of this contract. Any Warranty that is supplied by our Material Manufacturer will apply to this order. As a part of the consideration for this contract, the undersigned Purchaser hereby acknowledges that there are no other expressed or implied Warranties of any kind or nature with respect to the above described products or the intended use thereof by the Purchaser. We highly recommend that customer gets Homeowners insurance or similar coverage to cover losses due to snow, sleet, wind, hail, fire or any other acts of nature. The Canopy Co. will not be responsible for fabrics that are no longer under manufacturers warranty. (ie. old, sunbleached, painted, etc.).

**AGREEMENT:**

I, \_\_\_\_\_, do hereby enter into contract with The Canopy Co. with the understanding that \_\_\_\_\_ awnings will be cleaned \_\_\_\_\_ times annually, per above agreed schedule.

Barry Clement  
 SALESPERSON

\_\_\_\_\_  
 PURCHASER









**City of Westminster**  
**Commercial Building Improvement Grant Program**  
**Application**



**Designated Property**

Address: 107 W. Main Street, Westminster, SC 29693

**Applicant Information**

Applicant Name: Denny Properties, LLC Phone: 864-784-1493

Mailing address: P.O. Box 101

City, State, Zip: Walhalla, SC 29691

Applicant Relationship to Designated Property:

☒ Own ☐ Rent ☐ Other

\$ \_\_\_\_\_ Rent/Lease

☒ New or Existing Business

**Owner Information (if different from applicant)**

(A letter of consent from the property owner is required.)

Owner Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Scope of Proposed Project:** Include a summary of the building's current condition, areas to be improved and how, as well as any proposed materials or colors. (Attach additional sheets if necessary)

New Canopy on front of building by  
The Canopy Connection (See attached quote)

**City of Westminster**

## Commercial Building Improvement Grant Program

Page 2

### Financial Information

Estimated Project Cost: \$ \$3,875<sup>00</sup>  
(Attach an itemized budget.)

Grant money applied for: \$ 1,937.50 ~~xx~~  
(Maximum 50% of total cost - maximum \$5,000)

### Application Check List

- \_\_\_\_\_ Application must be complete
- \_\_\_\_\_ Budget summary/Cost estimate attached
- \_\_\_\_\_ Letter of consent from property owner (if leasing/renting)
- \_\_\_\_\_ Architectural sketch of proposed project (if necessary)
- \_\_\_\_\_ A minimum of two (2) photographs of building with existing conditions
- \_\_\_\_\_ Paint and awning samples (if applicable)
- \_\_\_\_\_ City permits applied for (if applicable)

---

I agree to comply with the guidelines and standards of the City of Westminster Commercial Building Improvement Grant Program and I understand that this is a voluntary program, under which the City has the right to approve or deny any project or proposal or portions thereof.

Applicant's Signature \_\_\_\_\_

Date

5/1/2025

### Submit application to:

City of Westminster  
PO Box 399  
100 E. Windsor Street  
Westminster, SC 29693

### For additional information, contact:

City Clerk  
864-647-3202  
[info@westminstersc.org](mailto:info@westminstersc.org)

### Grant Committee Use:

Date Received: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_

Application: \_\_\_\_\_ Granted

\_\_\_\_\_ Denied

Comments \_\_\_\_\_

## City of Westminster

### Commercial Building Improvement Grant Agreement

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF WESTMINSTER (City) and Denny Properties, LLC (Grantee), whose address is 107 W. Main Street, Westminster, SC 29693

WHEREAS the City has approved a façade improvement grant to Grantee subject to the execution of this Agreement, and Grantee desires to accept the grant and to abide by the terms of this Agreement, and

WHEREAS the City has approved a grant in an amount not to exceed ~~Three~~ <sup>Five</sup> Thousand and No/100 Dollars (\$5,000.00) for commercial building improvements at 107 W. Main St, Westminster, South Carolina,

NOW THEREFORE, the parties agree as follows:

1. Grantee reaffirms that all information provided to the City in its Commercial Building Improvement Grant Application is correct and accurate.
2. Grantee has read and agrees to abide by the provisions and requirements of the City of Westminster Commercial Building Improvement Grant Program.
3. All work performed by Grantee will be consistent with the approval by the City. If Grantee desires to make any changes in the project, Grantee will obtain written approval from the City before implementing such changes. Grantee understands that the City is not required to approve any changes.
4. Grantee agrees to complete the improvements within six (6) months from the date of this Agreement and understands that failure to complete the improvements within such period will result in forfeiture of the grant.
5. Grantee understands that the grant will be paid to Grantee only upon completion of the work, submission of all dated statements or invoices to the City, and approval by the City of the completed work.
6. Grantee will notify the City immediately if Grantee's interest in the subject property changes in any way. This Agreement is not assignable by Grantee without prior written approval of the City, which will not be unreasonably withheld.
7. Grantee hereby grants to the City the right to use pictures, renderings, or descriptions of the work for any and all promotional purposes desired by the City.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first written above.

WITNESSES FOR THE CITY

CITY OF WESTMINSTER

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

WITNESSES FOR THE GRANTEE

\_\_\_\_\_  
\_\_\_\_\_

GRANTEE

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

WITNESSES FOR OWNER

\_\_\_\_\_  
\_\_\_\_\_

OWNER (if other than Grantee)

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

**Substitute W-9**  
**Request for Taxpayer Identification Number & Certification**

In order to comply with the Internal Revenue Code, we are required to obtain your Federal Identification Number to be used in reporting the payments we make to you. Please complete the following information and return to the address below. Please type or print your information on the form below. Your cooperation in this matter is greatly appreciated.

Vendor: Denny Properties, LLC  
Address: P.O. Box 101  
City, State, Zip: Waltham, SC 29691

Please mark the Type of Entity:

☐ Individual  
☐ Sole Proprietor  
☐ Corporation

☐ Partnership  
☐ Governmental Unit  
☒ LLC or other

(taxed as individual)

Denny Properties, LLC  
Company Name

Employer Identification #

If individual or sole proprietor, also give name and SSN.

Keith G. Denny  
Name (print)

SSN

Authorized Signature

Title Owner

Date 5/1/2025

Telephone # 864-784-1493

Keith.g.denny@gmail.com  
Email Address

Keith G. Denny  
Name of Primary Contact




DATE 5-1-25

# The Canopy CONNECTION Signs From Above

(864) 505-4552  
115 Spring Estates Drive  
Liberty, SC 29657  
canopyconnection@gmail.com  
Barry Clement

NAME KGD -  
ADDRESS 190. 107 W. MAIN ST.  
CITY WESTMINSTER STATE S.C ZIP 29693  
TERMS 1/2 DOWN BAL DUE ON COMPLETION

<p>SKETCH</p> <p>1-7'x5'x5'</p> <p>2-10'2"x5'x5'</p> <p>3-6'6"x5'x5'</p> <p>* ANY COLOR WEATHERMAX</p> 	
<p>BEST TIME _____</p> <p>WATER LOCATION _____</p>	<p>SCALLOP DESIGN <u>WRAP-</u></p> <p>FRINGE COLOR <u>NONE</u></p> <p>TYPE FABRIC _____</p>

WIDTH _____	SQ.FT. _____
DROP _____	EXTRA LABOR _____
PROJECTION _____	\$ _____

SCHEDULE: ALL WORKS COMPLETED WITHIN 6 WEEKS  
FROM 1/2 DOWN PAYMENT

SUBTOTAL \$3875.00  
TAX 0  
TOTAL \$3875.00

**WARRANTY:** Title shall not pass to Purchaser until actually paid for. Seller has the right to remove and repossess said products unless Customer lives up to the terms of this contract. Any Warranty that is supplied by our Material Manufacturer will apply to this order. As a part of the consideration for this contract, the undersigned Purchaser hereby acknowledges that there are no other expressed or implied Warranties of any kind or nature with respect to the above described products or the intended use thereof by the Purchaser. We highly recommend that customer gets Homeowners insurance or similar coverage to cover losses due to snow, sleet, wind, hail, fire or any other acts of nature. The Canopy Co. will not be responsible for fabrics that are no longer under manufacturers warranty. (ie. old, sunbleached, painted, etc.).

## AGREEMENT:

I, \_\_\_\_\_, do hereby enter into contract with The Canopy Co. with the understanding that \_\_\_\_\_ awnings will be cleaned \_\_\_\_\_ times annually, per above agreed schedule.

Barry Clement  
SALESPERSON

\_\_\_\_\_  
PURCHASER









FOOTHILLS  
FAMILY MEDICINE  
OF WESTMINSTER, PA  
DR. BILLY CAMPBELL



**AGENDA**  
**PLANNING COMMISSION**  
**City of Westminster**

**Monday, May 19, 2025**

**6:00PM**

**Regular Meeting**

**Westminster City Hall**

**100 E. Windsor St,**

**Westminster, SC 29693**

## **Westminster Planning Commission**

**May 19, 2025 Meeting**

**6:00pm- City Hall**

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Certification of Quorum**
- 4. Comments from Staff**
  - **Next Planning Commission Meeting: June 16, 2025.**
  - **Misc./Other**

### **Routine Business**

- 5. Consideration of Minutes from April 21, 2025.**

### **Old Business**

None.

### **New Business**

Items #6-13 are public hearings and consideration of the annexation and zoning assignment of several parcels contiguous to city limits and eligible for annexation. Described beneath each action item is the zoning classification the parcel would best fit in currently based on size, the future land use designation of the parcel, and staff's recommendation. All zoning recommendations would be contingent on the City Council's annexation of the property.

- 6. Public Hearing regarding Annexation and Contingent Zoning Classification of 615 W King Street (TMS # 249-00-02-009), owned by Jesus De Luna**
- 7. Consideration of Annexation and Contingent Zoning Classification of 615 W King Street (TMS # 249-00-02-009), owned by Jesus De Luna**
  - Current Use: GR
  - Future Land Use: Medium Density
  - Staff Recommendation: GR
- 8. Public Hearing regarding Annexation and Contingent Zoning Classification of 151 Standridge Drive (TMS # 243-00-06-004), owned by Roy Standridge**
- 9. Consideration of Annexation and Contingent Zoning Classification of 151 Standridge Drive (TMS # 243-00-06-004), owned by Roy Standridge**
  - Current Use: RR
  - Future Land Use: Medium Density
  - Staff Recommendation: RR

**10. Public Hearing regarding Annexation and Contingent Zoning Classification of 427 Hobson Street (TMS # 234-00-05-019), owned by Angelia Davis**

**11. Consideration of Annexation and Contingent Zoning Classification of 427 Hobson Street (TMS # 234-00-05-019), owned by Angelia Davis**

- Current Use: R-25
- Future Land Use: Medium Density
- Staff Recommendation: R-25

**12. Public Hearing regarding Annexation and Contingent Zoning Classification of 129 Dewey Street (TMS # 234-01-02-009), owned by Ray Lyle**

**13. Consideration of Annexation and Contingent Zoning Classification of 129 Dewey Street (TMS # 234-01-02-009), owned by Ray Lyle**

- Current Use: R-25
- Future Land Use: Medium Density
- Staff Recommendation: R-25

**14. Adjourn**

**City of Westminster**  
**MINUTES OF THE PLANNING COMMISSION**  
**April 21, 2025, 6:00 pm**  
**Westminster City Hall Conference Room**

The meeting was called to order at 6:00pm by Chair Sandra Powell. In attendance were Sandra Powell, Lacey Moore, and Charles Morgan

City Administrator, Kevin Bronson  
Press: The Journal, Andrea Kelley

**Approval of Minutes**

Upon a motion by Mr. Morgan and seconded by Mrs. Moore, the motion to approve January 27, 2025, meeting minutes passed unanimously.

**Consideration of South Carolina Chapter of the American Planning Association Community Technical Assistance Program**

Mr. Bronson presented the SCAPA Report. Mr. Morgan and Mr. Bronson discussed changes since the most recent workshop.

Upon motion by Mrs. Powell and seconded by Mr. Morgan, the motion to accept the document and recommend the report to City Council was approved unanimously.

**Public Hearing and Consideration of an Ordinance enacting the International Property Maintenance Code and Amending Chapter 150 and 151 of the City Code of Ordinances**

Upon a motion by Mrs. Powell and seconded by Mr. Morgan, the Planning Commission voted unanimously to open the Public Hearing. There were no comments made by the public during the Public Hearing. Upon a motion by Mr. Morgan and seconded by Mrs. Moore, the Planning Commission closed the Public Hearing.

Mr. Bronson presented and described the Ordinance, including the questions raised by City Council. The Planning Commission reaffirmed their recommendation to include brick underpinnings on new mobile homes as a part of the ordinance.

There were no comments made by the public during the Public Hearing. Upon a motion by Mr. Morgan and seconded by Mrs. Moore, the Planning Commission closed the Public Hearing.

Upon motion by Mr. Morgan and seconded by Mrs. Moore, the Planning Commission recommended the Ordinance be approved by City Council, acknowledging the changes requested by City Council, and recommending continuing the requirement of brick underpinnings in new Mobile Homes.

**Additional Conversations**

Mrs. Watkins requested a report on the Vacant Building Registry.

**Adjourn**

Upon a motion by Mrs. Powell and seconded by Mr. Morgan, the motion to adjourn the meeting passed unanimously.

(Minutes prepared by Reagan Osbon)

---

Sandra Powell, Chairperson



DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

THIS CONTRACT is entered into as of the 1<sup>st</sup> Day of January, 2025 by Jesus Martinez de Luna and the City of Westminster, S.C.

Barcode ID: 2536021 Type: DEE  
Recorded: 04/03/2025 at 01:32:00 PM  
Fee Amt: \$25.00

WITNESSETH:

Whereas, Jesus Martinez de Luna is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 530-20-02-023 8 and Street TMS # 249-00-C Address 615 W. King St and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

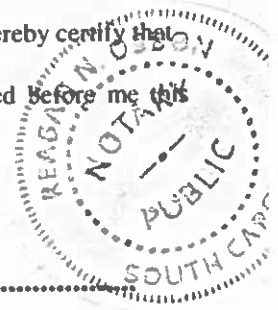
Witness for City  
Additional Witness for City  
Witness for Owner  
Additional Witness for Owner

Customer Service Rep  
CITY OF WESTMINSTER EMPLOYEE TITLE  
Constance Baty  
CITY OF WESTMINSTER EMPLOYEE SIGNATURE  
X  
OWNER OF PROPERTY SIGNATURE  
X MARY DE LUNA  
OWNER OF PROPERTY SIGNATURE

FILED OCONEE COUNTY, SC  
ANNA M. DAVISON  
REGISTER OF DEEDS  
2025 APR -3 PM 1:32

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
1. Reagan Osborn, Notary Public for the State of South Carolina, do hereby certify that Mary + Jesus De Luna (Owner(s) of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Notary Public of South Carolina  
My Commission Expires: 07/14/2033



STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
1. Reagan Osborn, Notary Public for the State of South Carolina, do hereby certify that Constance Baty (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Notary Public of South Carolina  
My Commission Expires: 07/14/2033



THIS DECLARATION OF ANNEXATION COVENANT (this "Covenant") is made this \_\_\_\_ day of \_\_\_\_ 20\_\_ between the City of Westminster, South Carolina (the "City"), and the person or entity described below, including all successors in interest and assigns, having legal title to a present possessory interest in real estate equal to a life estate or greater, or any other designation as set forth in the Section 5-3-240 of the South Carolina Code of Laws 1976, as amended, or as set forth through judicial interpretation in South Carolina case law (the "Owner"):

RECITALS:

WHEREAS, the real property located at \_\_\_\_\_ having Tax Map Number 249-00-02-009 (as further described herein at Exhibit A, the "Subject Property"), belonging to the Owner, is located outside the City's corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits, but may do so by contract with individual property owners.

WHEREAS, the Owner wishes to obtain Utility Services from the City by contract without the necessity of waiting until the Subject Property may be annexed into the City, and the Owner has entered into an agreement (the "Customer Agreement") with the City in order to secure one or more of the Utility Services for the Subject Property. In consideration for the City's provision of Utility Services to the Subject Property and the connection of the Subject Property to the City's combined utility system (the "System"), the Owner agrees, pursuant to the provisions of this Covenant, to take such action as is necessary to request annexation into the City at such time as the Subject Property becomes contiguous to the City's corporate limits. This Covenant shall be binding upon any and all assigns or successors in interest to the Owner's ownership interest in the Subject Property.

WHEREAS, Owner understands that the obligation to execute any and every annexation petition relating to the Subject Property, when presented, is a requirement for Utility Services outside the City, and that failure to satisfy this obligation may, at the election of the City, cause discontinuance and termination of Utility Services to the Subject Property. The Owner further understands that the obligations created under this Covenant run with the land and will apply equally to subsequent owners of the Subject Property. In order to ensure the ability of the City to enforce the provisions of this Covenant against the Owner or any subsequent owner of the Subject Property, the Owner agrees that the provisions of this Covenant shall serve as restrictive covenants against the Subject Property in favor of, and for the benefit of, the City.

NOW THEREFORE, in consideration of the provision of Utility Services by the City, the Owner hereby covenants as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding, and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are determined to have read, understood, and agreed to each of the recitals.

2. **Utility Services.**

A. As used in this Covenant, "Utility Services" means and refers to any water, sewer or electric services, or any combination thereof, provided by the City pursuant to the terms of the Customer Agreement, including but not limited to, (i) ongoing water, sewer and electric service; (ii) a service tap from existing water or sewer lines, (iii) a service connection from an existing electric line, (iii) an extension of water or sewer mains or electric lines, or (iv) the issuance of a letter of willingness and capability to provide Utility Services.

B. Pursuant to the provisions of the Customer Agreement, the City has agreed to furnish Utility Services to the Subject Property upon the terms, conditions and covenants set forth therein, in addition to any other rates, classifications, policies, procedures, and terms of service applicable to Utility Services that the City has adopted or may in the future adopt and any subsequent amendments thereto. The Owner acknowledges that in no event shall the City be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of the Owner contained in this Covenant is breached or any covenant made by the Owner in this Covenant is false. Any actions or statements made by the City (including the issuance of any letter of willingness and capability) in connection with providing Utility Services to the Subject Property is made subject to the terms of this Covenant, and if this Covenant is breached by the Owner then all such actions or statements may be, in the City's sole discretion, declared null and void and no reliance by any entity may be placed thereon.

3. **Covenants by Owner.** The Owner makes the following covenants, warranties, agreements and representations, each of which shall be deemed material to this Covenant:

The Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property (an "Annexation Petition") immediately upon presentment by the City. As used in this Covenant, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition includes the Subject Property or any portion thereof. The Owner acknowledges that a purpose of this Covenant is to ensure, as a material benefit and consideration to the City, the Owner's full and complete cooperation with any effort to annex the Subject Property, and the Owner agrees, that upon request by the City, the Owner will do, execute, acknowledge and deliver, all such further acts, agreements, and assurances as may be requested and reasonably necessary for the full completion and consummation of the purpose contemplated herein. These further acts shall specifically include, but are not limited to, signing subsequent or additional successive Annexation Petitions in the event any prior annexation effort is unsuccessful. The Owner warrants and covenants that the Owner has not and will not subdivide the Subject Property, combine the Subject Property with other real property not subject to this Covenant, or otherwise manipulate the Subject Property to hinder or impede the City's ability to annex the Subject Property, and any attempt to do so will be considered a breach of this Covenant. This Covenant shall not be construed as prohibiting or inhibiting the subdivision of the Subject Property or the combination of the Subject Property with any other property; provided, however, upon any such division of the Subject Property, this Covenant shall apply to any additional properties derived from the Subject Property and upon the combination of the Subject Property, or any portion thereof, with any other real property this Covenant shall apply to the entirety of the resulting combined property, which shall thereafter be considered the Subject Property, or a portion thereof.

B. The Owner agrees that the obligations contained in this Covenant shall continue in full force and effect until the earlier of the following: (i) the Subject Property, in its entirety, has been successfully annexed into, and continuously lies within, the corporate limits of the City; or (ii) the Owner affirmatively requests in writing that (1) the Subject Property be permanently disconnected from the System, and (2) the Subject Property, in its entirety, is no longer served by the Utility Services.

C. The Owner is a person eighteen years of age, or older, or any firm or corporation, who or which is the sole owner of legal title to a present possessory interest in the Subject Property equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests). Further, the Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of seven days from the date of this Covenant, in order to allow the City time to have this Covenant recorded in the Office of the Register of Deeds for Oconee County, South Carolina. The Owner will inform any subsequent Owner of (i) the Subject Property, (ii) any portion of the Subject Property, or (iii) any real property that the Subject Property is made a part of, that the obligations contained in this Covenant continue and run with the land. A failure by the Owner to properly inform any successor in interest of the Subject Property of this Covenant shall not affect the validity or applicability of this Agreement with respect to any successor in interest, and any such successor in interest shall remain bound by the provisions hereof.

D. The Owner agrees that any breach of conditions of the Customer Agreement or any other agreements associated with the provision of Utility Services made in accordance with this Covenant, shall be a breach of this Covenant. Such conditions may include, but are not limited to, the following: (i) payment of applicable connection fees and surcharges as fixed by the City, (ii) general terms, conditions, and policies upon which Utility Service is made available by the City; and (iii) the payment to the City when due such water, sewer or electric charges, taxes, or fees as may be imposed from time to time.

E. The Owner agrees that the effectiveness of this Covenant will continue and survive any temporary disconnection, interruption, or termination of Utility Services by the City, except for a permanent termination of Utility Services pursuant to Section 3(B)(ii) above.

4. **Restrictive Covenant.** THE OWNER HEREBY IMPOSES UPON THE SUBJECT PROPERTY FOR THE BENEFIT OF THE CITY A RESTRICTIVE COVENANT REQUIRING THAT FUTURE OWNERS OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, BE BOUND BY THE SAME TERMS, CONDITIONS AND COVENANTS AS ARE SET FORTH IN THIS COVENANT. THIS COVENANT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE EARLIER OF THE FOLLOWING: (I) THE SUBJECT PROPERTY, IN ITS ENTIRETY, HAS BEEN SUCCESSFULLY ANNEXED INTO AND LIES CONTINUOUSLY WITHIN THE CORPORATE LIMITS OF THE CITY; OR (II) THE SUBJECT PROPERTY, IN ITS ENTIRETY, IS NO LONGER BEING SERVED BY UTILITY SERVICES. ANY AND EVERY FUTURE OWNER OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, IS BOUND BY THE TERMS CONTAINED IN THIS COVENANT BY ACCEPTANCE OF A DEED TO THE SUBJECT PROPERTY, OR PORTION THEREOF, THAT IS SUBJECT TO THIS RESTRICTIVE COVENANT.

5. **Recordation of Covenant.** The Owner hereby expressly agrees and directs that this Covenant and description of the Subject Property be recorded in the real estate records in the Office of the Register of Deeds for Oconee County, South Carolina, so as to give record notice to any future prospective purchaser of the Subject Property that this Covenant is an obligation upon the land and runs with the land until the occurrence of either of the two events set forth in the preceding paragraphs.

6. **Description of Property.** This Covenant and restrictive covenant apply to the Subject Property as it is more fully described on the attached Exhibit A.

7. **Grant of Right of Way.** The Owner grants the City a right-of-way on and through the Subject Property as reasonably necessary for the City's operation of the System in order to provide Utility Services to the Subject Property. In the event a standard grant of right-of-way has not been executed by the Owner before execution of this Covenant, the Owner agrees, upon request, to execute a standard right-of-way to further document and describe the specific location and rights associated therewith.

8. **Grant of Power of Attorney.** In the event the Owner fails to meet the obligations imposed herein and does not sign any Annexation Petition upon request, the Owner hereby irrevocably appoints the City Administrator of the City of Westminster, South Carolina, Attorney in Fact for the Owner of the Subject Property with full power to sign any Annexation Petition upon the request of the City.
9. **Owner's Use of Subject Property.** If the Owner changes the current use of the Subject Property to any different use, the City may, at its option, require additional approvals and conditions for continued Utility Service thereon.
10. **Default; Remedies.** As used in this Covenant, a default of this Covenant occurs immediately upon any breach, failure or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation or warranty. Immediately upon any default by the Owner, the City may, in its sole discretion, void this Covenant and thereby void any statements, actions or commitments by the City as to providing Utility Services to the Subject Property. Additionally, upon any default by the Owner, the City may elect to enforce this Covenant. If any effort to enforce the terms of this Covenant fails for any reason, the City may thereafter elect to rescind and void this Covenant. In the event this Covenant is rescinded or voided, the City shall be under no obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by the Owner of this Covenant, the City shall be entitled to recover from the Owner the costs and attorneys' fees incurred by the City as a result of or in response to the Owner's default.
11. **No Waiver.** The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the City, to bring an action to enforce this Covenant, shall not operate as a waiver of the right to do so for any later subsequent violations or the right to enforce any other part of this Covenant at any future time. The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the City to exercise or to delay in exercising any right or remedy available hereunder or at law or in equity shall not operate as a waiver. Notice of default or violation shall not be deemed as a condition precedent to the exercise of any right or remedy available hereunder or at law or in equity. Should any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and their respective heirs, successors, successors in title and assigns or the City fail to bring an action for enforcement of this Covenant or seek any other remedy allowed at law or in equity such shall not create any liability for the recovery of damages for the failure to so act.
12. **Remedies Cumulative.** Every right and remedy provided in this Covenant is distinct from and cumulative to every other right or remedy under this Covenant or available at law or in equity. The provision of certain rights and remedies in this Covenant does not abrogate, limit or affect any rights or remedies as provided at law or in equity. Every right and remedy may be exercised concurrently, independently or successively.
13. **Exhibits Incorporated by Reference.** All exhibits referenced in this Covenant are incorporated herein as integral parts of this Covenant and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Covenant.
14. **Copies.** A photostatic or other reproduction of this document shall be as effective, valid and conclusive as the original.
15. **Modification.** The terms of this Covenant may be modified in whole or in part only by a written instrument signed by the Owner and consented to by the City. Any oral agreement to modify this Covenant shall be void and of no force and effect.
16. **Captions.** The captions and headings of the Paragraphs of this Covenant are for convenience only and may not be used to interpret or define the provisions of this Covenant.
17. **Severability.** In the event that any provision or clause of this Covenant conflicts with any applicable law, the other provisions of this Covenant shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of this Covenant are declared to be severable.
18. **References Herein.** Wherever appropriate, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.
19. **Successors and Assigns.** The covenants and agreements contained in this Covenant and the obligations created hereunder shall ensure to the benefit of and be binding on the City, the Owner and all heirs, successors and assigns of the Owner to the Subject Property, or any part thereof.
20. **Governing Law and Forum.** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.
21. **Sealed Instrument.** Owner agrees that by signing below he intends to place his hands and seals upon this Covenant and that this Covenant shall be considered in every respect to be a sealed instrument.
22. **Effective Date.** This Covenant shall be effective upon the date of the last party affixing his signature.

X J.L.  
[initial]  
X M.L.



TO THE MAYOR AND COUNCIL  
OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows (property address):

615 W. King ST Westminster SC 29673

FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS  
2025 APR -3 PM 1:32

The property is designated as follows on the County tax parcel map(s)/property identification number(s): \_\_\_\_\_

It is requested that the property be zoned as follows: 249-00-02-009

X <u>[Signature]</u> Signature	_____ Address	_____ Date
X <u>MARY DELUNA</u> Signature	_____ Address	_____ Date
_____ Signature	_____ Address	_____ Date

FOR MUNICIPAL USE:

Petition received by <u>Constance Batz</u>	<u>1-31-25</u> Date
Description and ownership verified by <u>Constance Batz</u>	<u>1-31-25</u> Date
Recommendation _____	
By _____	_____ Date

2018 JUL 27 P 1:09

CONVEYED WITHOUT TITLE EXAMINATION

(RKW)

STATE OF SOUTH CAROLINA ) TITLE TO REAL ESTATE  
 ) JOINT TENANTS WITH RIGHT  
COUNTY OF OCONEE ) OF SURVIVORSHIP

KNOW ALL MEN BY THESE PRESENTS, that WE, EUGENE LAWS, in consideration of FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto JESUS DELUNA AND MARY CRUZ DELUNA, AS JOINT TENANTS, WITH THE RIGHT OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON, THEIR HEIRS AND ASSIGNS forever, to wit:  
437 Lucky St. Westminster, SC 29693

ALL those certain pieces, parcels or lots of land, with improvements thereon, situate, lying and being just west of the Town of Westminster, Oconee County, South Carolina, being shown and designated as Lot A, containing 0.31 of acre, and Lot B, containing 0.82 of an acre, as shown on a plat prepared by F. V. Clinkscales, Jr., RLS #5767, dated April 29, 1988, and recorded in Plat Book P-62, Page 974, records of Oconee County, South Carolina.

This conveyance is made subject to any and all easements, restrictions, covenants, conditions, easements, rights of way, zoning rules and laws and regulations, any of which may be found on the premises or of record in the Office of the Register of Deeds for Oconee County, South Carolina.

This being the identical property conveyed unto Eugene Laws by deed of Jessie J. Bates notarized on December 11, (no year shown), and recorded December 29, 1987, in Deed Book 522, Page 79, records of Oconee County, South Carolina. See also Contract of Sale recorded in Deed Book 1694, Page 206, and Assignment of Contract of Sale recorded in Deed Book 1777, Pages 32-34.

TAX MAP NO. 249-00-02-009

GRANTEE'S ADDRESS: 437 Lucky St., Westminster, SC 29693

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto said

WITNESS the Grantor's hand(s) and seal(s) this 25<sup>th</sup> day of ~~June~~<sup>July</sup>, 2018.

*Mary D. Mangano* *Eugene Laws* (SEAL)  
MARY D. MANGANO EUGENE LAWS

Sandra L. Lee

STATE OF SOUTH CAROLINA       )  
  )  
COUNTY OF OCONEE               )       ACKNOWLEDGEMENT

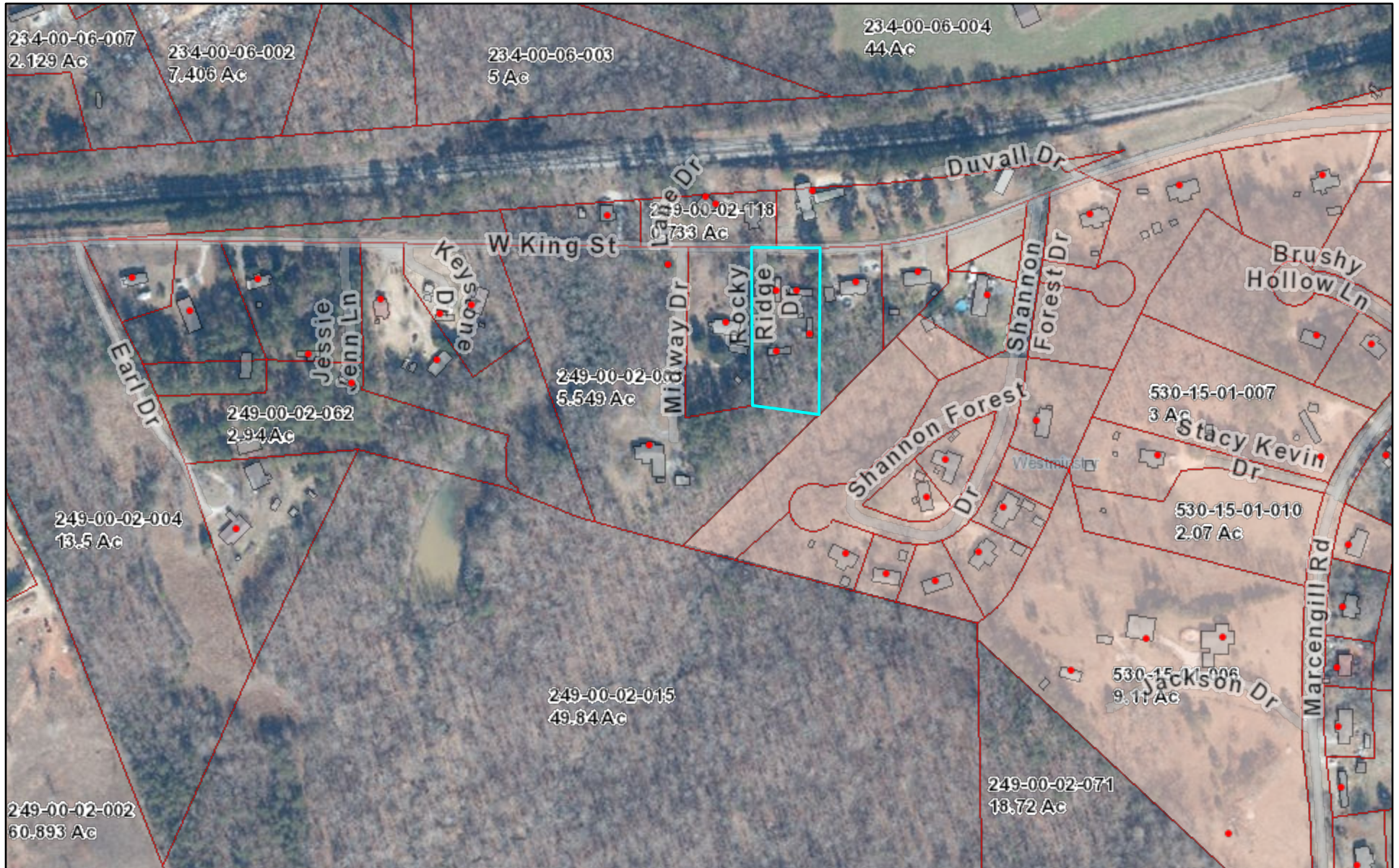
Witness my hand and official seal this the 25<sup>th</sup> day of ~~June~~<sup>July</sup>, 2018.

Sandra L. Lee (L.S.)

2

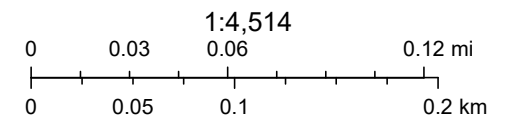


# 615 W King Street



5/15/2025, 4:00:57 PM

- Addresses
- Roads
- Parcels
- Seneca
- West Union
- Buildings\_2020
- Land Hooks
- Municipalities
- Walhalla
- Westminster
- Salem



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

OCSCGIS



CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER

DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

THIS CONTRACT is entered into as of the 26 Day of NOV, 2024 by

Roy Standridge and the City of Westminster, S.C.

WITNESSETH:

Whereas, Roy Standridge is the owner of that certain tract or parcel of land located in Oconee

County, South Carolina, more particularly described as Tax Map # and Street Address 151 Standridge Dr and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Liley Cault  
WITNESS FOR CITY

Bray O  
ADDITIONAL WITNESS FOR CITY

Liley Cault  
WITNESS FOR OWNER

Stephanie Holmes  
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep  
CITY OF WESTMINSTER EMPLOYEE TITLE

Constance Baty  
CITY OF WESTMINSTER EMPLOYEE SIGNATURE

Roy Standridge  
OWNER OF PROPERTY SIGNATURE

OWNER OF PROPERTY SIGNATURE

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

I, Reagan Osborn, Notary Public for the State of South Carolina, do hereby certify that Roy Standridge (Owner(s) of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Reagan M. Osborn  
Notary Public of South Carolina  
My Commission Expires: 07/14/2033

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Reagan Osborn, Notary Public for the State of South Carolina, do hereby certify that Constance Baty (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Reagan M. Osborn  
Notary Public of South Carolina  
My Commission Expires: 07/14/2033

The City hereby accepts the Declaration of Annexation Covenant set forth herein.

City Administrator

THIS DECLARATION OF ANNEXATION COVENANT (this "Covenant") is made this 24 day of NOV 2024 between the City of Westminster, South Carolina (the "City"), and the person or entity described below, including all successors in interest and assigns, having legal title to a present possessory interest in real estate equal to a life estate or greater, or any other designation as set forth in the Section 5-3-240 of the South Carolina Code of Laws 1976, as amended, or as set forth through judicial interpretation in South Carolina case law (the "Owner"):

RECITALS:

WHEREAS, the real property located at 151 Standridge Dr having Tax Map Number \_\_\_\_\_ (as further described herein at Exhibit A, the "Subject Property"), belonging to the Owner, is located outside the City's corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits, but may do so by contract with individual property owners.

WHEREAS, the Owner wishes to obtain Utility Services from the City by contract without the necessity of waiting until the Subject Property may be annexed into the City, and the Owner has entered into an agreement (the "Customer Agreement") with the City in order to secure one or more of the Utility Services for the Subject Property. In consideration for the City's provision of Utility Services to the Subject Property and the connection of the Subject Property to the City's combined utility system (the "System"), the Owner agrees, pursuant to the provisions of this Covenant, to take such action as is necessary to request annexation into the City at such time as the Subject Property becomes contiguous to the City's corporate limits. This Covenant shall be binding upon any and all assigns or successors in interest to the Owner's ownership interest in the Subject Property.

WHEREAS, Owner understands that the obligation to execute any and every annexation petition relating to the Subject Property, when presented, is a requirement for Utility Services outside the City, and that failure to satisfy this obligation may, at the election of the City, cause discontinuance and termination of Utility Services to the Subject Property. The Owner further understands that the obligations created under this Covenant run with the land and will apply equally to subsequent owners of the Subject Property. In order to ensure the ability of the City to enforce the provisions of this Covenant against the Owner or any subsequent owner of the Subject Property, the Owner agrees that the provisions of this Covenant shall serve as restrictive covenants against the Subject Property in favor of, and for the benefit of, the City.

NOW THEREFORE, in consideration of the provision of Utility Services by the City, the Owner hereby covenants as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding, and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are determined to have read, understood, and agreed to each of the recitals.

2. **Utility Services.**

A. As used in this Covenant, "Utility Services" means and refers to any water, sewer or electric services, or any combination thereof, provided by the City pursuant to the terms of the Customer Agreement, including but not limited to, (i) ongoing water, sewer and electric service; (ii) a service tap from existing water or sewer lines, (iii) a service connection from an existing electric line, (iii) an extension of water or sewer mains or electric lines, or (iv) the issuance of a letter of willingness and capability to provide Utility Services.

B. Pursuant to the provisions of the Customer Agreement, the City has agreed to furnish Utility Services to the Subject Property upon the terms, conditions and covenants set forth therein, in addition to any other rates, classifications, policies, procedures, and terms of service applicable to Utility Services that the City has adopted or may in the future adopt and any subsequent amendments thereto. The Owner acknowledges that in no event shall the City be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of the Owner contained in this Covenant is breached or any covenant made by the Owner in this Covenant is false. Any actions or statements made by the City (including the issuance of any letter of willingness and capability) in connection with providing Utility Services to the Subject Property is made subject to the terms of this Covenant, and if this Covenant is breached by the Owner then all such actions or statements may be, in the City's sole discretion, declared null and void and no reliance by any entity may be placed thereon.

3. **Covenants by Owner.** The Owner makes the following covenants, warranties, agreements and representations, each of which shall be deemed material to this Covenant:

The Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property (an "Annexation Petition") immediately upon presentation by the City. As used in this Covenant, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition includes the Subject Property or any portion thereof. The Owner acknowledges that a purpose of this Covenant is to ensure, as a material benefit and consideration to the City, the Owner's full and complete cooperation with any effort to annex the Subject Property, and the Owner agrees, that upon request by the City, the Owner will do, execute, acknowledge and deliver, all such further acts, agreements, and assurances as may be requested and reasonably necessary for the full completion and consummation of the purpose contemplated herein. These further acts shall specifically include, but are not limited to, signing subsequent or additional successive Annexation Petitions in the event any prior annexation effort is unsuccessful. The Owner warrants and covenants that the Owner has not and will not subdivide the Subject Property, combine the Subject Property with other real property not subject to this Covenant, or otherwise manipulate the Subject Property to hinder or impede the City's ability to annex the Subject Property, and any attempt to do so will be considered a breach of this Covenant. This Covenant shall not be construed as prohibiting or inhibiting the subdivision of the Subject Property or the combination of the Subject Property with any other property; provided, however, upon any such division of the Subject Property, this Covenant shall apply to any additional properties derived from the Subject Property and upon the combination of the Subject Property, or any portion thereof, with any other real property this Covenant shall apply to the entirety of the resulting combined property, which shall thereafter be considered the Subject Property, or a portion thereof.

B. The Owner agrees that the obligations contained in this Covenant shall continue in full force and effect until the earlier of the following: (i) the Subject Property, in its entirety, has been successfully annexed into, and continuously lies within, the corporate limits of the City; or (ii) the Owner affirmatively requests in writing that (1) the Subject Property be permanently disconnected from the System, and (2) the Subject Property, in its entirety, is no longer served by the Utility Services.

C. The Owner is a person eighteen years of age, or older, or any firm or corporation, who or which is the sole owner of legal title to a present possessory interest in the Subject Property equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests). Further, the Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of seven days from the date of this Covenant, in order to allow the City time to have this Covenant recorded in the Office of the Register of Deeds for Oconee County, South Carolina. The Owner will inform any subsequent Owner of (i) the Subject Property, (ii) any portion of the Subject Property, or (iii) any real property that the Subject Property is made a part of, that the obligations contained in this Covenant continue and run with the land. A failure by the Owner to properly inform any successor in interest of the Subject Property of this Covenant shall not affect the validity or applicability of this Agreement with respect to any successor in interest, and any such successor in interest shall remain bound by the provisions hereof.

D. The Owner agrees that any breach of conditions of the Customer Agreement or any other agreements associated with the provision of Utility Services made in accordance with this Covenant, shall be a breach of this Covenant. Such conditions may include, but are not limited to, the following: (i) payment of applicable connection fees and surcharges as fixed by the City, (ii) general terms, conditions, and policies upon which Utility Service is made available by the City; and (iii) the payment to the City when due such water, sewer or electric charges, taxes, or fees as may be imposed from time to time.

E. The Owner agrees that the effectiveness of this Covenant will continue and survive any temporary disconnection, interruption, or termination of Utility Services by the City, except for a permanent termination of Utility Services pursuant to Section 3(B)(ii) above.

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5. **Recordation of Covenant.** The Owner hereby expressly agrees and directs that this Covenant and description of the Subject Property be recorded in the real estate records in the Office of the Register of Deeds for Oconee County, South Carolina, so as to give record notice to any future prospective purchaser of the Subject Property that this Covenant is an obligation upon the land and runs with the land until the occurrence of either of the two events set forth in the preceding paragraphs.

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19. **Successors and Assigns** The covenants and agreements contained in this Covenant and the obligations created hereunder shall ensure to the benefit of and be binding on the City, the Owner and all heirs, successors and assigns of the Owner to the Subject Property, or any part thereof.
20. **Governing Law and Forum** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.
21. **Sealed Instrument** Owner agrees that by signing below he intends to place his hands and seals upon this Covenant and that this Covenant shall be considered in every respect to be a sealed instrument.
22. **Effective Date** This Covenant shall be effective upon the date of the last party affixing his signature.

(B.S.)  
(initial)



TO THE MAYOR AND COUNCIL  
OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

X The territory to be annexed is described as follows (property address):

151 Standridge Dr

The property is designated as follows on the County tax parcel map(s)/property identification number(s): \_\_\_\_\_

It is requested that the property be zoned as follows: \_\_\_\_\_

<u>Roy Standridge</u> Signature	<u>151 STANDRIDGE DR</u> Address	<u>11-26-24</u> Date
_____ Signature	_____ Address	_____ Date
_____ Signature	_____ Address	_____ Date

FOR MUNICIPAL USE:

Petition received by <u>Constance Batz</u>	<u>11-26-24</u>
Description and ownership verified by <u>Constance Batz</u>	Date <u>11-26-24</u>
Recommendation _____	Date _____
By _____	Date _____



2023 NOV -3 AM 9:36

Barcode ID: 2385717 Type: DEE  
Recorded: 11/03/2023 at 09:36:00 AM  
Fee Amt: \$15.00  
Tax: \$0.00  
Oconee, South Carolina, Register Of Deeds  
Anna Davison - Register Of Deeds  
Page 1 of 3

BK **3001** PG **164-166**

NO TITLE EXAM  
BY DRWM

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

Grantee Address:

x 104 Duffie Street  
x Westminster, SC  
29643

FOR OFFICE USE ONLY  
THIS PROPERTY DESIGNATED AS  
MAP 13 SUBJECT TO PARC IMS  
ON OCONEE COUNTY TAX MAPS  
13  
OCONEE COUNTY ASSESSOR

TITLE TO REAL ESTATE  
(DEED)

Drwm  
KSC  
000007

KNOW ALL MEN BY THESE PRESENTS that I, **SKYLA A. STANDRIDGE**, in the state aforesaid, for and in consideration of the sum of one and 00/100 (\$1.00) dollar, to me in hand paid by **MASON L. STANDRIDGE**, receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release, subject to the easements, restrictions, reservations and conditions ("Exceptions") set forth below unto the said **MASON L. STANDRIDGE** subject to the below stated **Exceptions**, his heirs and assigns forever, the following described real property, to wit:

ALL OF MY UNDIVIDED INTEREST OF, IN AND TO:

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the State of South Carolina, County of Oconee, partly within and partly without the corporate limits of the Town of Westminster, adjoining lands now or formerly belonging to Charles Leathers, G. M. Martin, Charlie Latham and others, **containing forty-four (44) acres, more or less**, as shown and delineated upon that plat of survey of W. M. Fennell, Surveyor, dated December 18, 1923, and recorded in Plat Book P-60, page 234, records of Oconee County, South Carolina.

**AND ALSO:** All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee, Tugaloo Township, near the Town of Westminster, **containing five (5) acres, more or less**, adjoining lands now or formerly of Mae Standridge, J.B. Sanders, and the right of way of Southern Railway.

**AND ALSO:** All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the State of South Carolina, County of Oconee, Tugaloo Township, Hopewell School District, **containing fifty-three (53) acres, more or less**, adjoining lands now or

OCONEE COUNTY

STATE TAX \_\_\_\_\_  
COUNTY TAX \_\_\_\_\_  
EXEMPT W

(Page #1 of 3 Pages)

Auditor, Oconee County S.C.

NOV 06 2023

Cgus

TO HAVE AND TO HOLD, subject to the above stated Exceptions, all and singular, the premises before mentioned unto the said **MASON L. STANDRIDGE**, his heirs and assigns forever.

AND, I do hereby bind myself and my heirs, executors, and administrators, to warrant and forever defend all and singular the premises before mentioned, subject to the above stated Exceptions, unto the said **MASON L. STANDRIDGE**, his heirs and assigns, from and against myself and my heirs, successors and assigns, and against every person whosoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand and seal this 2<sup>nd</sup> day of November, in the two thousand twenty-third year of our Lord and in the two hundred forty-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered  
in the Presence of:

Margaret Touch  
Kimberly C. Cleusshaw Skyla A. Standridge [SEAL]  
Skyla A. Standridge

STATE OF SOUTH CAROLINA )

COUNTY OF Oconee )

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that she executed the within written Title to Real Estate for the purposes therein written.

Sworn to before me this 2<sup>nd</sup> day of November, 2023

Kimberly C. Cleusshaw  
Notary Public of South Carolina  
My Commission Expires:

(Page #3 of 3 Pages)



Conveyed Without Title Examination

by RKW

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

TITLE TO REAL ESTATE  
(Life Estate Deed)

KNOW ALL MEN BY THESE PRESENTS, that I, ROY STANDRIDGE, in consideration of Ten and 00/100 (\$10.00) Dollars, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto MICKEY STANDRIDGE AND JERRY STANDRIDGE, RESERVING A LIFE ESTATE IN ROY STANDRIDGE, Their Heirs and Assigns forever, to wit:

RKW  
10.00

007623

ALL THOSE CERTAIN PARCELS OF LAND :

Tract one (1): All that certain parcel of land containing forty nine acres of land composed of a 44 acre tract shown in Plat Book P-60, page 234 and a five acre parcel adjacent thereto known as Tract No. 2 in Book 794 at page 0015, records of Oconee County, South Carolina; known as tax maps 234-00-06-004 and 234-00-06-003; This being the identical the property conveyed by deed of distribution of Mae Thrift Standridge in Book 0794 page 0013 (Tracts 1 and 2) and recorded November 9, 1994.

and

Tract two (2) All that certain parcel of land containing 30.20 acres and being the remainder of a fifty three acre parcel in the Tugaloo Township, Hopewell School District known as Tract No. 3 in Book 794 at page 0015, records of Oconee County, known as tax map 275-00-03-008. This being the identical the property conveyed by deed of distribution of Mae Thrift Standridge in Book 0794 at page 0013 (Tract 3) and recorded 11/9/94, records of Oconee County, South Carolina.

Tract three (3) All that certain parcel of land in Westminster containing .67 acres or more shown in Plat Book V, page 30, known as Tax map 530-07-02-002; This being the identical the property conveyed by deed of Mae Standridge and recorded 8/31/87 in Book 507 at page 217, records of Oconee County, South Carolina.

Tract four (4) All that certain parcel of land in the Zion School District containing three and one half (3.5) acres, more or less adjoining lands n/f of W. L. Norton, Brandt, Flat Rock Baptist Church and Dan Murray being known as tax map 175-00-02-001. This being the identical the property conveyed by deed of Florence Thrift and recorded 5/31/90 in Book 618, page 165, records of Oconee County, South Carolina.

2012 JAN 17 P 3:03

REGISTER OF DEEDS  
OCONEE COUNTY, S.C.  
FILED FOR RECORD


FOR OFFICE USE ONLY

THIS PROPERTY DESIGNATED AS  
MAP 234 SUB 00 BLK 06 PARC 004  
ON OCONEE COUNTY TAX MAPS 234-00-06-003  
234-00-06-002  
175-00-02-001  
OCONEE COUNTY ASSESSOR

Dec 10: 0039872003 Type: DEE  
BK 1877 Pg 90-92

Recorded this 15 day of 2012  
Book 8012 Page 151316  
Fee  
Kerith E. Nix  
Auditor Oconee County, S.C.

Witness my hand and official seal this the 13th day of January, 2012

  
\_\_\_\_\_(L.S.)  
Notary Public for South Carolina  
My Commission Expires: 7/17/16

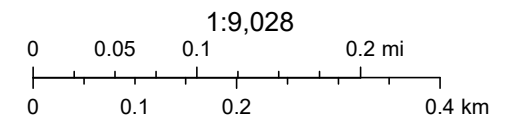


# 151 Standridge Drive



5/15/2025, 4:09:43 PM

- |            |                |          |             |
|------------|----------------|----------|-------------|
| Roads      | Parcels        | Seneca   | West Union  |
| Land Hooks | Municipalities | Walhalla | Westminster |
|            | Salem          |          |             |



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

OCSCGIS



TO THE MAYOR AND COUNCIL  
OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows (property address):

X 427 Hobson St  
Westminster S.C. 29693

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 234-00-05-019

It is requested that the property be zoned as follows: \_\_\_\_\_

X Angelina Davis  
Signature

Address

Date

Signature

Address

Date

Signature

Address

Date

FOR MUNICIPAL USE:

Petition received by

Constance Datz

2-21-25

Date

Description and ownership verified by

Constance Datz

2-21-25

Date

Recommendation

By

Date

CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER

DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

THIS CONTRACT is entered into as of the 21 Day of February, 2025 by Angelia W. Davis and the City of Westminster, S.C.

WITNESSETH:

Whereas, Angelia W. Davis is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 234.00-05-0004 and Street Address 427 Hobson St Westminster S.C. 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

WITNESS FOR CITY

ADDITIONAL WITNESS FOR CITY

WITNESS FOR OWNER

ADDITIONAL WITNESS FOR OWNER

CITY OF WESTMINSTER EMPLOYEE TITLE

CITY OF WESTMINSTER EMPLOYEE SIGNATURE

OWNER OF PROPERTY SIGNATURE

OWNER OF PROPERTY SIGNATURE

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

I, Reagan Osborn, Notary Public for the State of South Carolina, do hereby certify that Angelia Davis (Owner(s) of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Notary Public of South Carolina  
My Commission Expires: 07/17/2033

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Reagan Osborn, Notary Public for the State of South Carolina, do hereby certify that Constance Batz (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Notary Public of South Carolina  
My Commission Expires: 07/14/2033

The City hereby accepts the Declaration of Annexation Covenant set forth herein.

City Administrator



THIS DECLARATION OF ANNEXATION COVENANT (this "Covenant") is made this 21 day of Feb 2025 between the City of Westminster, South Carolina (the "City"), and the person or entity described below, including all successors in interest and assigns, having legal title to a present possessory interest in real estate equal to a life estate or greater, or any other designation as set forth in the Section 5-3-240 of the South Carolina Code of Laws 1976, as amended, or as set forth through judicial interpretation in South Carolina case law (the "Owner"):

#### RECITALS:

WHEREAS, the real property located at 427 Hobson St. Westminster S.C. 29693 having Tax Map Number 234-00-05-006 (as further described herein at Exhibit A, the "Subject Property"), belonging to the Owner, is located outside the City's corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits, but may do so by contract with individual property owners.

WHEREAS, the Owner wishes to obtain Utility Services from the City by contract without the necessity of waiting until the Subject Property may be annexed into the City, and the Owner has entered into an agreement (the "Customer Agreement") with the City in order to secure one or more of the Utility Services for the Subject Property. In consideration for the City's provision of Utility Services to the Subject Property and the connection of the Subject Property to the City's combined utility system (the "System"), the Owner agrees, pursuant to the provisions of this Covenant, to take such action as is necessary to request annexation into the City at such time as the Subject Property becomes contiguous to the City's corporate limits. This Covenant shall be binding upon any and all assigns or successors in interest to the Owner's ownership interest in the Subject Property.

WHEREAS, Owner understands that the obligation to execute any and every annexation petition relating to the Subject Property, when presented, is a requirement for Utility Services outside the City, and that failure to satisfy this obligation may, at the election of the City, cause discontinuance and termination of Utility Services to the Subject Property. The Owner further understands that the obligations created under this Covenant run with the land and will apply equally to subsequent owners of the Subject Property. In order to ensure the ability of the City to enforce the provisions of this Covenant against the Owner or any subsequent owner of the Subject Property, the Owner agrees that the provisions of this Covenant shall serve as restrictive covenants against the Subject Property in favor of, and for the benefit of, the City.

NOW THEREFORE, in consideration of the provision of Utility Services by the City, the Owner hereby covenants as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding, and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are determined to have read, understood, and agreed to each of the recitals.

2. **Utility Services.**

A. As used in this Covenant, "Utility Services" means and refers to any water, sewer or electric services, or any combination thereof, provided by the City pursuant to the terms of the Customer Agreement, including but not limited to, (i) ongoing water, sewer and electric service; (ii) a service tap from existing water or sewer lines, (iii) a service connection from an existing electric line, (iii) an extension of water or sewer mains or electric lines, or (iv) the issuance of a letter of willingness and capability to provide Utility Services.

B. Pursuant to the provisions of the Customer Agreement, the City has agreed to furnish Utility Services to the Subject Property upon the terms, conditions and covenants set forth therein, in addition to any other rates, classifications, policies, procedures, and terms of service applicable to Utility Services that the City has adopted or may in the future adopt and any subsequent amendments thereto. The Owner acknowledges that in no event shall the City be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of the Owner contained in this Covenant is breached or any covenant made by the Owner in this Covenant is false. Any actions or statements made by the City (including the issuance of any letter of willingness and capability) in connection with providing Utility Services to the Subject Property is made subject to the terms of this Covenant, and if this Covenant is breached by the Owner then all such actions or statements may be, in the City's sole discretion, declared null and void and no reliance by any entity may be placed thereon.

3. **Covenants by Owner.** The Owner makes the following covenants, warranties, agreements and representations, each of which shall be deemed material to this Covenant:

The Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property (an "Annexation Petition") immediately upon presentation by the City. As used in this Covenant, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition includes the Subject Property or any portion thereof. The Owner acknowledges that a purpose of this Covenant is to ensure, as a material benefit and consideration to the City, the Owner's full and complete cooperation with any effort to annex the Subject Property, and the Owner agrees, that upon request by the City, the Owner will do, execute, acknowledge and deliver, all such further acts, agreements, and assurances as may be requested and reasonably necessary for the full completion and consummation of the purpose contemplated herein. These further acts shall specifically include, but are not limited to, signing subsequent or additional successive Annexation Petitions in the event any prior annexation effort is unsuccessful. The Owner warrants and covenants that the Owner has not and will not subdivide the Subject Property, combine the Subject Property with other real property not subject to this Covenant, or otherwise manipulate the Subject Property to hinder or impede the City's ability to annex the Subject Property, and any attempt to do so will be considered a breach of this Covenant. This Covenant shall not be construed as prohibiting or inhibiting the subdivision of the Subject Property or the combination of the Subject Property with any other property; provided, however, upon any such division of the Subject Property, this Covenant shall apply to any additional properties derived from the Subject Property and upon the combination of the Subject Property, or any portion thereof, with any other real property this Covenant shall apply to the entirety of the resulting combined property, which shall thereafter be considered the Subject Property, or a portion thereof.

B. The Owner agrees that the obligations contained in this Covenant shall continue in full force and effect until the earlier of the following: (i) the Subject Property, in its entirety, has been successfully annexed into, and continuously lies within, the corporate limits of the City; or (ii) the Owner affirmatively requests in writing that (1) the Subject Property be permanently disconnected from the System, and (2) the Subject Property, in its entirety, is no longer served by the Utility Services.

C. The Owner is a person eighteen years of age, or older, or any firm or corporation, who or which is the sole owner of legal title to a present possessory interest in the Subject Property equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests). Further, the Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of seven days from the date of this Covenant, in order to allow the City time to have this Covenant recorded in the Office of the Register of Deeds for Oconee County, South Carolina. The Owner will inform any subsequent Owner of (i) the Subject Property, (ii) any portion of the Subject Property, or (iii) any real property that the Subject Property is made a part of, that the obligations contained in this Covenant continue and run with the land. A failure by the Owner to properly inform any successor in interest of the Subject Property of this Covenant shall not affect the validity or applicability of this Agreement with respect to any successor in interest, and any such successor in interest shall remain bound by the provisions hereof.

D. The Owner agrees that any breach of conditions of the Customer Agreement or any other agreements associated with the provision of Utility Services made in accordance with this Covenant, shall be a breach of this Covenant. Such conditions may include, but are not limited to, the following: (i) payment of applicable connection fees and surcharges as fixed by the City, (ii) general terms, conditions, and policies upon which Utility Service is made available by the City; and (iii) the payment to the City when due such water, sewer or electric charges, taxes, or fees as may be imposed from time to time.

E. The Owner agrees that the effectiveness of this Covenant will continue and survive any temporary disconnection, interruption, or termination of Utility Services by the City, except for a permanent termination of Utility Services pursuant to Section 3(B)(ii) above.

4. **Restrictive Covenant.** THE OWNER HEREBY IMPOSES UPON THE SUBJECT PROPERTY FOR THE BENEFIT OF THE CITY A RESTRICTIVE COVENANT REQUIRING THAT FUTURE OWNERS OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, BE BOUND BY THE SAME TERMS, CONDITIONS AND COVENANTS AS ARE SET FORTH IN THIS COVENANT. THIS COVENANT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE EARLIER OF THE FOLLOWING: (I) THE SUBJECT PROPERTY, IN ITS ENTIRETY, HAS BEEN SUCCESSFULLY ANNEXED INTO AND LIES CONTINUOUSLY WITHIN THE CORPORATE LIMITS OF THE CITY; OR (II) THE SUBJECT PROPERTY, IN ITS ENTIRETY, IS NO LONGER BEING SERVED BY UTILITY SERVICES. ANY AND EVERY FUTURE OWNER OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, IS BOUND BY THE TERMS CONTAINED IN THIS COVENANT BY ACCEPTANCE OF A DEED TO THE SUBJECT PROPERTY, OR PORTION THEREOF, THAT IS SUBJECT TO THIS RESTRICTIVE COVENANT.

5. **Recordation of Covenant.** The Owner hereby expressly agrees and directs that this Covenant and description of the Subject Property be recorded in the real estate records in the Office of the Register of Deeds for Oconee County, South Carolina, so as to give record notice to any future prospective purchaser of the Subject Property that this Covenant is an obligation upon the land and runs with the land until the occurrence of either of the two events set forth in the preceding paragraphs.

6. **Description of Property.** This Covenant and restrictive covenant apply to the Subject Property as it is more fully described on the attached Exhibit A.

7. **Grant of Right of Way.** The Owner grants the City a right-of-way on and through the Subject Property as reasonably necessary for the City's operation of the System in order to provide Utility Services to the Subject Property. In the event a standard grant of right-of-way has not been executed by the Owner before execution of this Covenant, the Owner agrees, upon request, to execute a standard right-of-way to further document and describe the specific location and rights associated therewith.

8. **Grant of Power of Attorney** In the event the Owner fails to meet the obligations imposed herein and does not sign any Annexation Petition upon request, the Owner hereby irrevocably appoints the City Administrator of the City of Westminster, South Carolina, Attorney in Fact for the Owner of the Subject Property with full power to sign any Annexation Petition upon the request of the City.
9. **Owner's Use of Subject Property** If the Owner changes the current use of the Subject Property to any different use, the City may, at its option, require additional approvals and conditions for continued Utility Service thereon.
10. **Default; Remedies** As used in this Covenant, a default of this Covenant occurs immediately upon any breach, failure or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation or warranty. Immediately upon any default by the Owner, the City may, in its sole discretion, void this Covenant and thereby void any statements, actions or commitments by the City as to providing Utility Services to the Subject Property. Additionally, upon any default by the Owner, the City may elect to enforce this Covenant. If any effort to enforce the terms of this Covenant fails for any reason, the City may thereafter elect to rescind and void this Covenant. In the event this Covenant is rescinded or voided, the City shall be under no obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by the Owner of this Covenant, the City shall be entitled to recover from the Owner the costs and attorneys' fees incurred by the City as a result of or in response to the Owner's default.
11. **No Waiver** The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the City, to bring an action to enforce this Covenant, shall not operate as a waiver of the right to do so for any later subsequent violations or the right to enforce any other part of this Covenant at any future time. The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the City to exercise or to delay in exercising any right or remedy available hereunder or at law or in equity shall not operate as a waiver. Notice of default or violation shall not be deemed as a condition precedent to the exercise of any right or remedy available hereunder or at law or in equity. Should any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and their respective heirs, successors, successors in title and assigns or the City fail to bring an action for enforcement of this Covenant or seek any other remedy allowed at law or in equity such shall not create any liability for the recovery of damages for the failure to so act.
12. **Remedies Cumulative** Every right and remedy provided in this Covenant is distinct from and cumulative to every other right or remedy under this Covenant or available at law or in equity. The provision of certain rights and remedies in this Covenant does not abrogate, limit or affect any rights or remedies as provided at law or in equity. Every right and remedy may be exercised concurrently, independently or successively.
13. **Exhibits Incorporated by Reference** All exhibits referenced in this Covenant are incorporated herein as integral parts of this Covenant and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Covenant.
14. **Copies** A photostatic or other reproduction of this document shall be as effective, valid and conclusive as the original.
15. **Modification** The terms of this Covenant may be modified in whole or in part only by a written instrument signed by the Owner and consented to by the City. Any oral agreement to modify this Covenant shall be void and of no force and effect.
16. **Captions** The captions and headings of the Paragraphs of this Covenant are for convenience only and may not be used to interpret or define the provisions of this Covenant.
17. **Severability** In the event that any provision or clause of this Covenant conflicts with any applicable law, the other provisions of this Covenant shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of this Covenant are declared to be severable.
18. **References Herein** Wherever appropriate, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.
19. **Successors and Assigns** The covenants and agreements contained in this Covenant and the obligations created hereunder shall ensure to the benefit of and be binding on the City, the Owner and all heirs, successors and assigns of the Owner to the Subject Property, or any part thereof.
20. **Governing Law and Forum** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.
21. **Sealed Instrument** Owner agrees that by signing below he intends to place his hands and seals upon this Covenant and that this Covenant shall be considered in every respect to be a sealed instrument.
22. **Effective Date** This Covenant shall be effective upon the date of the last party affixing his signature.

XAWD  
Initial



FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS

2020 NOV -2 PM 3: 04

Barcode ID: 2036943 Type: DEE  
Recorded: 11/02/2020 at 10:49:21 AM  
Fee Amt: \$15.00 Tax: \$0.00  
Oconee, South Carolina, Register Of Deeds Off  
Anna Davison - Register Of Deeds  
Page 1 of 2

BK 2622 PG 89-90

*Cross*  
11/02/2020

2020-354 Miles\_Reid

Auditor, Oconee County S.C.

NO TITLE EXAM DONE BY BAGWELL & CORLEY LAW FIRM PC

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF OCONEE

KNOW ALL MEN BY THESE PRESENTS THAT Judy Miles Kelley, herein referred to as Grantor, for and in consideration of the sum of TEN AND 00/100 Dollars (\$10.00), and no other consideration, to be paid by Angelia Webb Davis, hereinafter referred to as Grantee, in the state aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto said Grantee, Angelia Webb Davis, her heirs, successors and assigns forever, **HOWEVER RESERVING A LIFE ESTATE UNTO Judy Miles Kelley FOR AND DURING HER NATURAL LIFE**, the following:.

All that certain piece, parcel or tract of land, situate, lying and being in the Fairfield School District, Oconee County, State of South Carolina, containing 0.639 acres, more or less, as shown and more fully described on plat of survey prepared by Stephen R. Edwards, RLS #19881, dated September 12, 2020 and recorded in Plat Book B749, at Page 5, records of Oconee County, South Carolina.

Tax Map Number: 234-00-05-006 p/o

This being a portion of the property conveyed unto Judy Miles Kelley by Deed of Distribution dated October \_\_\_\_\_, 2020 and recorded in Deed Book 2622, at Page 87, records of Oconee County, South Carolina.

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, setback lines, and restrictions or protective covenants that may appear of record, on the recorded plat(s), or on the premises, of record, including matters shown on recorded plats.

Grantee's Address: 427 Hobson Street, Westminster, SC 29693

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto said Grantee, Angelia Webb Davis, her heirs, successors and assigns forever, **HOWEVER RESERVING A LIFE ESTATE UNTO Judy Miles Kelley FOR AND DURING HER NATURAL LIFE..**

FOR OFFICE USE ONLY  
THIS PROPERTY DESIGNATED AS  
MAP 234-00-05-006 PARCELS MR  
ON OCONEE COUNTY TAX MAPS  
*13. RR*  
OCONEE COUNTY ASSESSOR

OCONEE COUNTY  
STATE TAX \_\_\_\_\_  
COUNTY TAX \_\_\_\_\_  
EXEMPT ☒

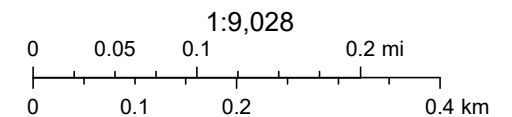


# 151 Standridge Drive



5/15/2025, 4:09:43 PM

- |            |                |          |             |
|------------|----------------|----------|-------------|
| Roads      | Parcels        | Seneca   | West Union  |
| Land Hooks | Municipalities | Walhalla | Westminster |
|            | Salem          |          |             |



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OCSCGIS



TO THE MAYOR AND COUNCIL  
OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

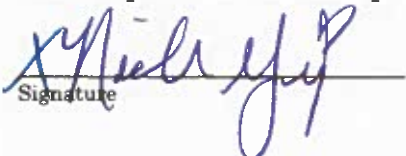
The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows:



129 Dewey Street Westminster, SC 29693

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 234-01-02-009

It is requested that the property be zoned as follows:

Signature 	Address _____	Date _____
Signature _____	Address _____	Date _____
Signature _____	Address _____	Date _____

FOR MUNICIPAL USE:

Petition received by 	<u>3-6-25</u>
Description and ownership verified by 	Date <u>3-6-25</u>
Recommendation _____	Date _____
By _____	Date _____

# CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER

## DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

THIS CONTRACT is entered into as of the 5th Day of March, 20 25 by

Nicole Guynn and the City of Westminster, S.C.

WITNESSETH:

Whereas, Faith Nicole Guynn is the owner of that certain tract or parcel of land located in Oconee

(Print Owner's Name)

County, South Carolina, more particularly described as Tax Map # 234-01-02-009 and Street

Address 129 Dewey Street Westminster, SC 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Reagan Osban  
WITNESS FOR CITY

Stephan Heltius  
ADDITIONAL WITNESS FOR CITY

Reagan Osban  
WITNESS FOR OWNER

Stephan Heltius  
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep  
CITY OF WESTMINSTER EMPLOYEE TITLE

Constance Batty  
CITY OF WESTMINSTER EMPLOYEE SIGNATURE

Xylich gyf  
OWNER OF PROPERTY SIGNATURE

Xylich gyf  
OWNER OF PROPERTY SIGNATURE

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

### ACKNOWLEDGMENT AS TO OWNER(S)

I, Reagan Osban, Notary Public for the State of South Carolina, do hereby certify that  
Faith Guynn (Owner(s) of Property) personally appeared before me this  
day and acknowledged the due execution of the foregoing instrument.

Reagan Osban  
Notary Public of South Carolina  
My Commission Expires: 07/14/2033

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

### ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Reagan Osban, Notary Public for the State of South Carolina, do hereby certify that  
Constance Batty (City of Westminster Employee) personally appeared before me this  
day and acknowledged the due execution of the foregoing instrument.

Reagan Osban  
Notary Public of South Carolina  
My Commission Expires: 07/14/2033

The City hereby accepts the Declaration of Annexation Covenant set forth herein.

Reagan Osban  
City Administrator



**THIS DECLARATION OF ANNEXATION COVENANT** (this "**Covenant**") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the City of Westminster, South Carolina (the "**City**"), and the person or entity described below, including all successors in interest and assigns, having legal title to a present possessory interest in real estate equal to a life estate or greater, or any other designation as set forth in the Section 5-3-240 of the South Carolina Code of Laws 1976, as amended, or as set forth through judicial interpretation in South Carolina case law (the "**Owner**").

**RECITALS:**

**WHEREAS**, the real property located at \_\_\_\_\_ having Tax Map Number \_\_\_\_\_ (as further described herein at Exhibit A, the "**Subject Property**"), belonging to the Owner, is located outside the City's corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits, but may do so by contract with individual property owners.

**WHEREAS**, the Owner wishes to obtain Utility Services from the City by contract without the necessity of waiting until the Subject Property may be annexed into the City, and the Owner has entered into an agreement (the "**Customer Agreement**") with the City in order to secure one or more of the Utility Services for the Subject Property. In consideration for the City's provision of Utility Services to the Subject Property and the connection of the Subject Property to the City's combined utility system (the "**System**"), the Owner agrees, pursuant to the provisions of this Covenant, to take such action as is necessary to request annexation into the City at such time as the Subject Property becomes contiguous to the City's corporate limits. This Covenant shall be binding upon any and all assigns or successors in interest to the Owner's ownership interest in the Subject Property.

**WHEREAS**, Owner understands that the obligation to execute any and every annexation petition relating to the Subject Property, when presented, is a requirement for Utility Services outside the City, and that failure to satisfy this obligation may, at the election of the City, cause discontinuance and termination of Utility Services to the Subject Property. The Owner further understands that the obligations created under this Covenant run with the land and will apply equally to subsequent owners of the Subject Property. In order to ensure the ability of the City to enforce the provisions of this Covenant against the Owner or any subsequent owner of the Subject Property, the Owner agrees that the provisions of this Covenant shall serve as restrictive covenants against the Subject Property in favor of, and for the benefit of, the City.

**NOW THEREFORE**, in consideration of the provision of Utility Services by the City, the Owner hereby covenants as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding, and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are determined to have read, understood, and agreed to each of the recitals.

2. **Utility Services.**

A. As used in this Covenant, "**Utility Services**" means and refers to any water, sewer or electric services, or any combination thereof, provided by the City pursuant to the terms of the Customer Agreement, including but not limited to, (i) ongoing water, sewer and electric service; (ii) a service tap from existing water or sewer lines, (iii) a service connection from an existing electric line, (iii) an extension of water or sewer mains or electric lines, or (iv) the issuance of a letter of willingness and capability to provide Utility Services.

B. Pursuant to the provisions of the Customer Agreement, the City has agreed to furnish Utility Services to the Subject Property upon the terms, conditions and covenants set forth therein, in addition to any other rates, classifications, policies, procedures, and terms of service applicable to Utility Services that the City has adopted or may in the future adopt and any subsequent amendments thereto. The Owner acknowledges that in no event shall the City be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of the Owner contained in this Covenant is breached or any covenant made by the Owner in this Covenant is false. Any actions or statements made by the City (including the issuance of any letter of willingness and capability) in connection with providing Utility Services to the Subject Property is made subject to the terms of this Covenant, and if this Covenant is breached by the Owner then all such actions or statements may be, in the City's sole discretion, declared null and void and no reliance by any entity may be placed thereon.

3. **Covenants by Owner.** The Owner makes the following covenants, warranties, agreements and representations, each of which shall be deemed material to this Covenant:

The Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property (an "**Annexation Petition**") immediately upon presentation by the City. As used in this Covenant, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition includes the Subject Property or any portion thereof. The Owner acknowledges that a purpose of this Covenant is to ensure, as a material benefit and consideration to the City, the Owner's full and complete cooperation with any effort to annex the Subject Property, and the Owner agrees, that upon request by the City, the Owner will do, execute, acknowledge and deliver, all such further acts, agreements, and assurances as may be requested and reasonably necessary for the full completion and consummation of the purpose contemplated herein. These further acts shall specifically include, but are not limited to, signing subsequent or additional successive Annexation Petitions in the event any prior annexation effort is unsuccessful. The Owner warrants and covenants that the Owner has not and will not subdivide the Subject Property, combine the Subject Property with other real property not subject to this Covenant, or otherwise manipulate the Subject Property to hinder or impede the City's ability to annex the Subject Property, and any attempt to do so will be considered a breach of this Covenant. This Covenant shall not be construed as prohibiting or inhibiting the subdivision of the Subject Property or the combination of the Subject Property with any other property; provided, however, upon any such division of the Subject Property, this Covenant shall apply to any additional properties derived from the Subject Property and upon the combination of the Subject Property, or any portion thereof, with any other real property this Covenant shall apply to the entirety of the resulting combined property, which shall thereafter be considered the Subject Property, or a portion thereof.

B. The Owner agrees that the obligations contained in this Covenant shall continue in full force and effect until the earlier of the following: (i) the Subject Property, in its entirety, has been successfully annexed into, and continuously lies within, the corporate limits of the City; or (ii) the Owner affirmatively requests in writing that (1) the Subject Property be permanently disconnected from the System, and (2) the Subject Property, in its entirety, is no longer served by the Utility Services.

C. The Owner is a person eighteen years of age, or older, or any firm or corporation, who or which is the sole owner of legal title to a present possessory interest in the Subject Property equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests). Further, the Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of seven days from the date of this Covenant, in order to allow the City time to have this Covenant recorded in the Office of the Register of Deeds for Oconee County, South Carolina. The Owner will inform any subsequent Owner of (i) the Subject Property, (ii) any portion of the Subject Property, or (iii) any real property that the Subject Property is made a part of, that the obligations contained in this Covenant continue and run with the land. A failure by the Owner to properly inform any successor in interest of the Subject Property of this Covenant shall not affect the validity or applicability of this Agreement with respect to any successor in interest, and any such successor in interest shall remain bound by the provisions hereof.

D. The Owner agrees that any breach of conditions of the Customer Agreement or any other agreements associated with the provision of Utility Services made in accordance with this Covenant, shall be a breach of this Covenant. Such conditions may include, but are not limited to, the following: (i) payment of applicable connection fees and surcharges as fixed by the City, (ii) general terms, conditions, and policies upon which Utility Service is made available by the City; and (iii) the payment to the City when due such water, sewer or electric charges, taxes, or fees as may be imposed from time to time.

E. The Owner agrees that the effectiveness of this Covenant will continue and survive any temporary disconnection, interruption, or termination of Utility Services by the City, except for a permanent termination of Utility Services pursuant to Section 3(B)(ii) above.

4. **Restrictive Covenant.** THE OWNER HEREBY IMPOSES UPON THE SUBJECT PROPERTY FOR THE BENEFIT OF THE CITY A RESTRICTIVE COVENANT REQUIRING THAT FUTURE OWNERS OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, BE BOUND BY THE SAME TERMS, CONDITIONS AND COVENANTS AS ARE SET FORTH IN THIS COVENANT. THIS COVENANT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE EARLIER OF THE FOLLOWING: (I) THE SUBJECT PROPERTY, IN ITS ENTIRETY, HAS BEEN SUCCESSFULLY ANNEXED INTO AND LIES CONTINUOUSLY WITHIN THE CORPORATE LIMITS OF THE CITY; OR (II) THE SUBJECT PROPERTY, IN ITS ENTIRETY, IS NO LONGER BEING SERVED BY UTILITY SERVICES. ANY AND EVERY FUTURE OWNER OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, IS BOUND BY THE TERMS CONTAINED IN THIS COVENANT BY ACCEPTANCE OF A DEED TO THE SUBJECT PROPERTY, OR PORTION THEREOF, THAT IS SUBJECT TO THIS RESTRICTIVE COVENANT.

5. **Recordation of Covenant.** The Owner hereby expressly agrees and directs that this Covenant and description of the Subject Property be recorded in the real estate records in the Office of the Register of Deeds for Oconee County, South Carolina, so as to give record notice to any future prospective purchaser of the Subject Property that this Covenant is an obligation upon the land and runs with the land until the occurrence of either of the two events set forth in the preceding paragraphs.

6. **Description of Property.** This Covenant and restrictive covenant apply to the Subject Property as it is more fully described on the attached Exhibit A.

7. **Grant of Right of Way.** The Owner grants the City a right-of-way on and through the Subject Property as reasonably necessary for the City's operation of the System in order to provide Utility Services to the Subject Property. In the event a standard grant of right-of-way has not been executed by the Owner before execution of this Covenant, the Owner agrees, upon request, to execute a standard right-of-way to further document and describe the specific location and rights associated therewith.

8. **Grant of Power of Attorney.** In the event the Owner fails to meet the obligations imposed herein and does not sign any Annexation Petition upon request, the Owner hereby irrevocably appoints the City Administrator of the City of Westminster, South Carolina, Attorney in Fact for the Owner of the Subject Property with full power to sign any Annexation Petition upon the request of the City.
9. **Owner's Use of Subject Property.** If the Owner changes the current use of the Subject Property to any different use, the City may, at its option, require additional approvals and conditions for continued Utility Service thereon.
10. **Default; Remedies.** As used in this Covenant, a default of this Covenant occurs immediately upon any breach, failure or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation or warranty. Immediately upon any default by the Owner, the City may, in its sole discretion, void this Covenant and thereby void any statements, actions or commitments by the City as to providing Utility Services to the Subject Property. Additionally, upon any default by the Owner, the City may elect to enforce this Covenant. If any effort to enforce the terms of this Covenant fails for any reason, the City may thereafter elect to rescind and void this Covenant. In the event this Covenant is rescinded or voided, the City shall be under no obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by the Owner of this Covenant, the City shall be entitled to recover from the Owner the costs and attorneys' fees incurred by the City as a result of or in response to the Owner's default.
11. **No Waiver.** The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the City, to bring an action to enforce this Covenant, shall not operate as a waiver of the right to do so for any later subsequent violations or the right to enforce any other part of this Covenant at any future time. The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the City to exercise or to delay in exercising any right or remedy available hereunder or at law or in equity shall not operate as a waiver. Notice of default or violation shall not be deemed as a condition precedent to the exercise of any right or remedy available hereunder or at law or in equity. Should any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and their respective heirs, successors, successors in title and assigns or the City fail to bring an action for enforcement of this Covenant or seek any other remedy allowed at law or in equity such shall not create any liability for the recovery of damages for the failure to so act.
12. **Remedies Cumulative.** Every right and remedy provided in this Covenant is distinct from and cumulative to every other right or remedy under this Covenant or available at law or in equity. The provision of certain rights and remedies in this Covenant does not abrogate, limit or affect any rights or remedies as provided at law or in equity. Every right and remedy may be exercised concurrently, independently or successively.
13. **Exhibits Incorporated by Reference.** All exhibits referenced in this Covenant are incorporated herein as integral parts of this Covenant and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Covenant.
14. **Copies.** A photostatic or other reproduction of this document shall be as effective, valid and conclusive as the original.
15. **Modification.** The terms of this Covenant may be modified in whole or in part only by a written instrument signed by the Owner and consented to by the City. Any oral agreement to modify this Covenant shall be void and of no force and effect.
16. **Captions.** The captions and headings of the Paragraphs of this Covenant are for convenience only and may not be used to interpret or define the provisions of this Covenant.
17. **Severability.** In the event that any provision or clause of this Covenant conflicts with any applicable law, the other provisions of this Covenant shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of this Covenant are declared to be severable.
18. **References Herein.** Wherever appropriate, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.
19. **Successors and Assigns.** The covenants and agreements contained in this Covenant and the obligations created hereunder shall ensure to the benefit of and be binding on the City, the Owner and all heirs, successors and assigns of the Owner to the Subject Property, or any part thereof.
20. **Governing Law and Forum.** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.
21. **Sealed Instrument.** Owner agrees that by signing below he intends to place his hands and seals upon this Covenant and that this Covenant shall be considered in every respect to be a sealed instrument.
22. **Effective Date.** This Covenant shall be effective upon the date of the last party affixing his signature.

  
Initial



129 Dewey Street



5/15/2025, 4:24:51 PM

Roads
  Parcels
  Seneca
  West Union

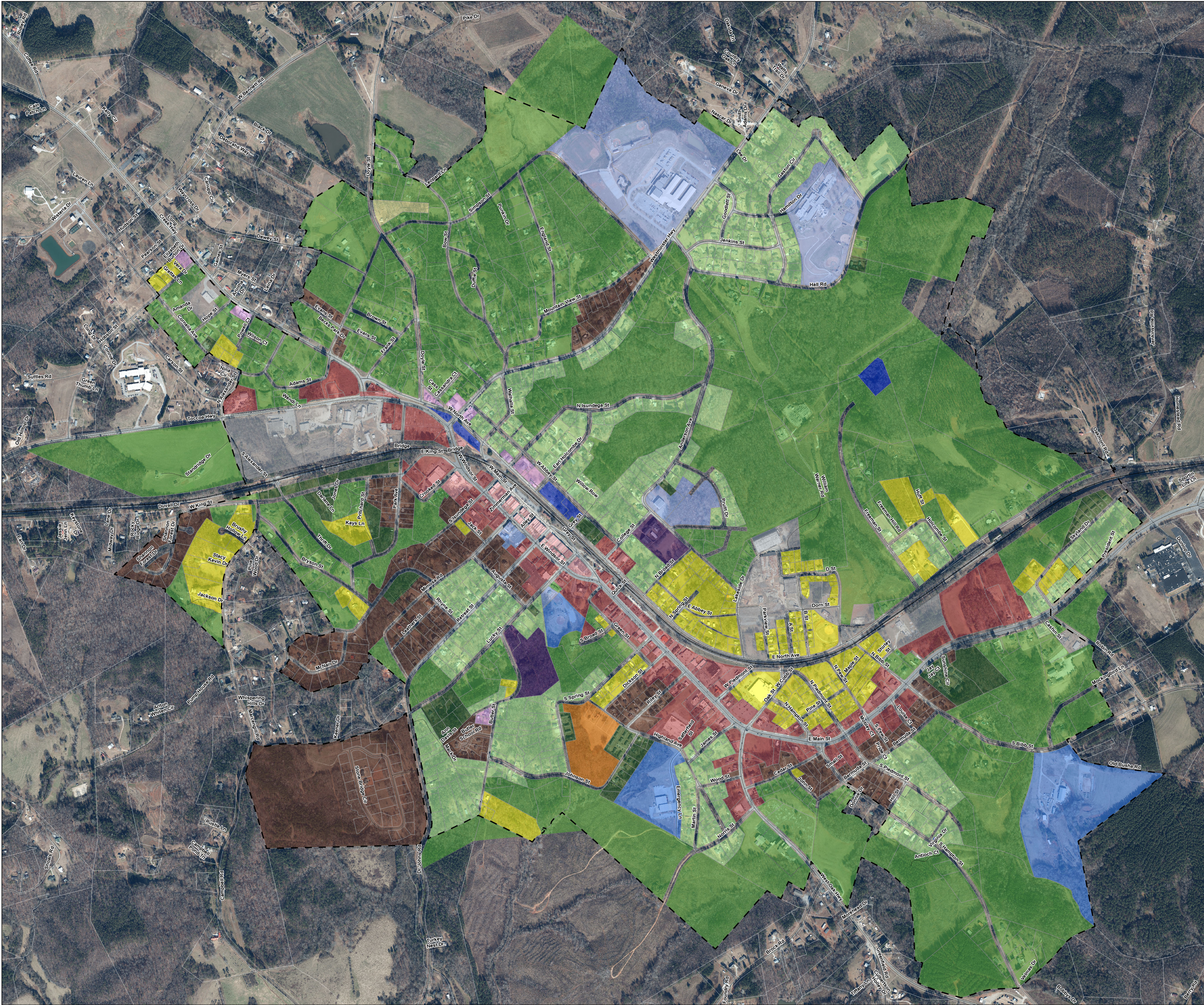
Land Hooks
  Municipalities
  Walhalla
  Westminster

Salem

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OCSCGIS





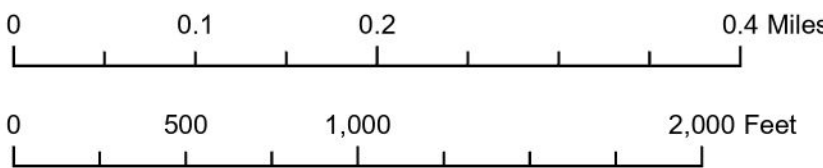
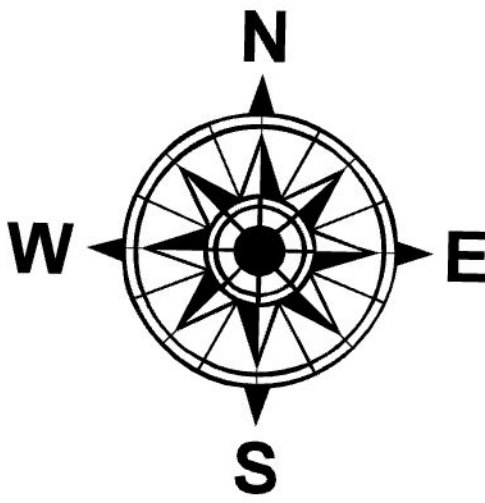
# City of Westminster



## ZONING

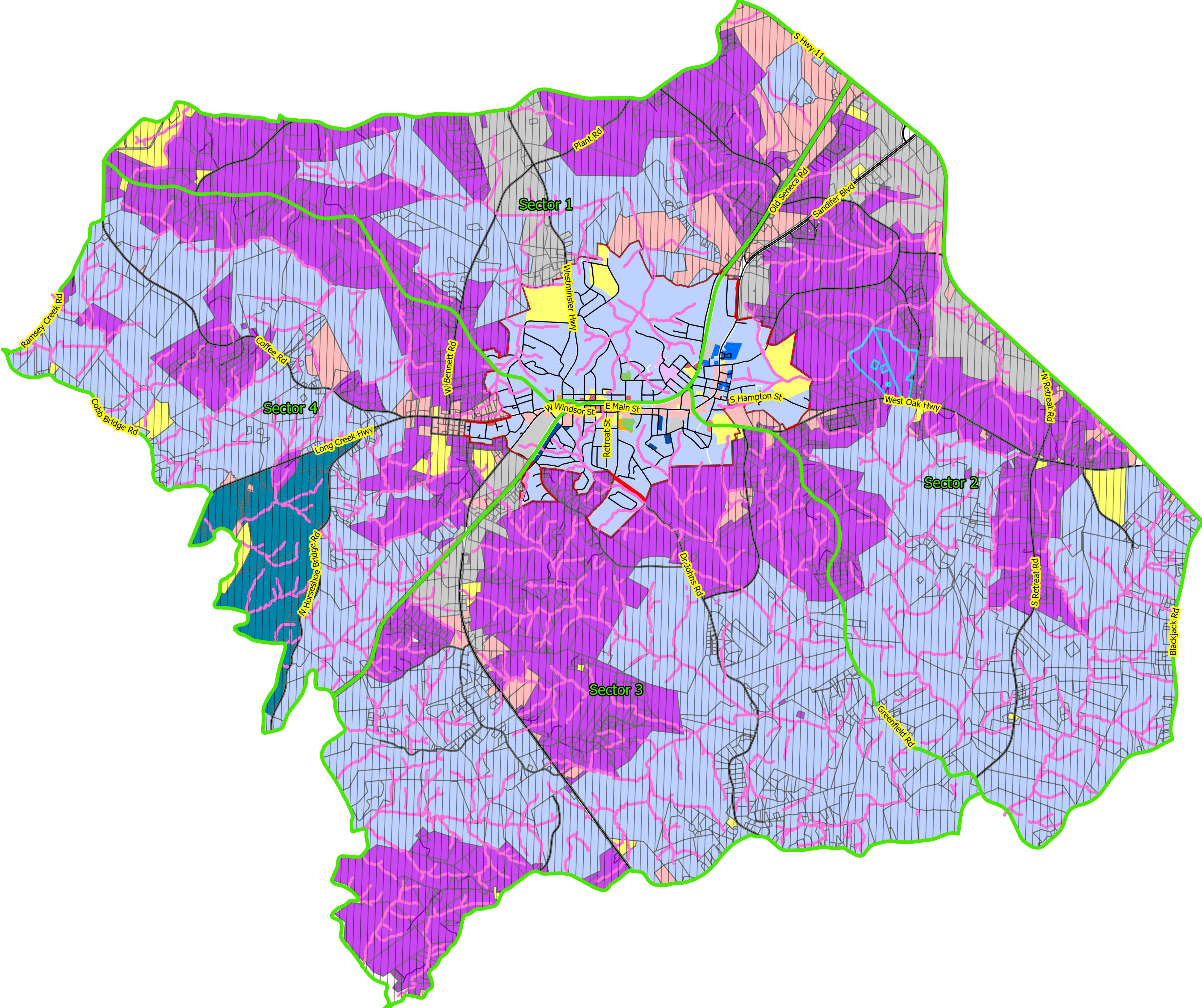
CC	MFR
G1	NC
G2	PUD
G3	R15
GI	R20
GR	R25
HC	RMF
LI	

OCSCGIS      Orthoimagery: 1Q2023      05 July 2024



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# City of Westminster Future Land Use and Planning Sectors

## Future Land Use

- GENERAL COMMERCIAL
- NEIGHBORHOOD COMMERCIAL
- CORE COMMERCIAL
- LOW DENSITY RESIDENTIAL
- GENERAL RESIDENTIAL
- MULTI-FAMILY HOUSING
- INSTITUTIONAL
- LIGHT INDUSTRIAL
- MIXED USE
- OFFICE
- RECREATION
- OUTSIDE OF WESTMINSTER CITY LIMITS
- LOW DENSITY RESIDENTIAL / PROTECTED
- MEDIUM DENSITY

- FUTURE LAND USE
- PLANNING SECTOR
- LAKES and WETLANDS
- STREAMS



0 0.5 1 2 Miles



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# Oconee Joint Regional Sewer Authority

623 Return Church Road  
Seneca, South Carolina 29678  
Phone (864) 972-3900  
www.ojrsa.org

## OCONEE JOINT REGIONAL SEWER AUTHORITY

### Commission Meeting

May 5, 2025

The Oconee Joint Regional Sewer Authority Commission meeting was held at the Coneross Creek Wastewater Treatment Plant.

Commissioners that were present:

- Seat 8 (Westminster): Kevin Bronson, Board Chair
- Seat 2 (Seneca): Scott Moulder (*Arrived 4:02 p.m.*)
- Seat 3 (Seneca): Scott McLane
- Seat 4 (Seneca At-Large): Marty McKee
- Seat 5 (Walhalla): Celia Myers (*Arrived 4:08 p.m.*)
- Seat 6 (Walhalla): Laramie Hinkle
- Seat 7 (Westminster): Scott Parris
- Seat 9 (Walhalla-Westminster At-Large): David Dial

Commissioners that were not present:

- Seat 1 (Seneca): Bob Faires, III, Board Vice-Chair

OJRSA appointments and staff present were:

- Lynn Stephens, Secretary/Treasurer to the Board and Office Manager
- Chris Eleazer, Executive Director

Others present were:

- Larry Brandt, OJRSA Attorney
- Dick Mangrum, WGOG Radio
- Angie Mettlen, WK Dickson/Ardurra
- Josh Riches, City of Seneca Asst. Administrator
- Reagan Osbon, City of Westminster Asst. Administrator
- Robert Royer, AQD
- Kenneth Marshall, AQD

**A) Call to Order** – Mr. Bronson called the meeting to order at 4:01 p.m.

**B) Invocation and Pledge of Allegiance** – By Mr. McKee.

**C) Public Session** – None.

**D) Approval of Minutes:**

- Board of Commissioners Meeting of April 7, 2025

*Mr. Parris made a motion, seconded by Mr. McKee, to approve the April 7, 2025 Board Meeting minutes as presented. The motion carried.*

**E) Committee and Other Meeting Reports:**

- Sewer Feasibility Implementation Ad Hoc Committee Meeting of March 13, 2025 – Mr. Eleazer presented the report to the Commission. *\*See attached minutes.*

*Mr. Dial made a motion, seconded by Mr. Hinkle, to accept the March 13, 2025 Sewer Feasibility Ad Hoc Committee Meeting minutes as presented (and previously approved by the committee). The motion carried.*



- **Executive Committee Meeting of April 10, 2025** – Mr. Bronson stated the meeting was held in Executive Session with no motion taken afterwards, and there will be another Executive Session later in today's board meeting to follow up on this. *\*See attached minutes.*

**Mr. Bronson made a motion, seconded by Mr. Moulder, to approve the April 10, 2025 Executive Committee Meeting minutes as presented. The motion carried.**

- **Operations & Planning Meeting of April 16, 2025** – *This meeting was cancelled due to lack of agenda items.*

- **Finance & Administration Meeting of April 22, 2025** – In Ms. Myers' absence, Mr. Moulder presented the report to the Commission. *\*See attached minutes*

**Mr. Moulder made a motion, seconded by Mr. Parris, to approve the April 22, 2025 Finance & Administration Meeting minutes as presented. The motion carried.**

**F) Secretary/Treasurer's Report (Exhibit A)** – Ms. Stephens began by stating that a corrected report for the month ending March 31, 2025 was included in the packets *(made a part of these minutes)*. The correction was due to a couple CDs (which were purchased in March but did not "settle" <date when money is deducted from bank account> until April) accidentally being accounted for in both the cash and the investments. She explained that the highlighted yellow spots on this corrected report reflect the corrected numbers.

Ms. Stephens presented the current Secretary/Treasurer's Report (month ending April 30, 2025) to the board *(made a part of these minutes)*.

**Mr. Dial made a motion, seconded by Ms. Myers, to approve the Secretary/Treasurer's Report as presented. The motion carried.**

**G) Presentation and Discussion Items:**

- **Consider Impact Fees and User Rates for Fiscal Year 2026 (Exhibit B)** – As reported earlier by Mr. Moulder during the F&A minutes, Mr. Eleazer stated a handout of potential user and impact fees was handed out to the Facilities & Administration Committee in their April meeting and discussed. The Committee seemed to lean towards a volumetric-only user fee with a 5% increase but requested the handout be revised to show only up to a 10% increase with an added 7.5% middle-ground option between the two. Mr. Eleazer stated this corrected/amended handout is in the packets today *(made a part of these minutes)* to review.

In addition, Mr. Eleazer stated that the committee had discussed bringing the impact fees to the same level as SC Department of Environmental Services (SCDES): 300 gallons per day (GPD) for a residence. The Director said he met with Mr. Parris last week and went over the table and applied the current \$15.25 rate to that 300 GPD. Several different scenarios were also looked at, and they appeared to come close to what the OJRSA currently calculates by using a water meter calculation method for determining impact fees.

In being consistent across the board with some using the current method and others using this new method, Mr. Eleazer stated he has no objections with changing to the new model (Exhibit B pages 3 and 4). The Director added that page 2 shows the options for implementation of the new rate of \$25.73 per gallon (as recommended by the consultant) in a phased-in approach from one to five (1-5) years.

Mr. Eleazer stated that this is not to vote upon today, but rather he is looking for guidance for budget preparation. The rates will be included in the Schedule of Fees that will be considered for adoption at the June board meeting.

Mr. Bronson asked if the same methodology will be for commercial and industrial. Mr. Eleazer replied that the industrial process wastewater is already being paid at \$15.25 per gallon. It is based on actual use and not the water meter size. The sanitary portion of an industry will be based on an employee count at nineteen (19) gallons per employee per day, and if there are showers and/or a



kitchen, these are additional gallons per day. Mr. Eleazer said things can stay the way they are with that now and added that if it is changed for one, he is good with changing it for all.

Mr. Eleazer added that he has already been working on the Fiscal Year 2026 budget, and he currently applied a 5% increase in his prep based on how the F&A Committee was leaning. He asked the board for any guidance. Mr. Moulder said he was happy with the 5% volumetric only increase. He added that the board can see how it plays out next year, but if the OJRSA falls short on funds for operations and capital needs, Mr. Eleazer can let the board know.

Mr. Bronson asked what the difference in the projected revenue for 5% and 7.5% were. Mr. Moulder replied that the table on the handout shows approximately \$120,000.

Ms. Myers said she likes the 5% increase. Mr. Hinkle said he prefers stepping into the increase as the customers have had other increases, and the OJRSA can see where it is in a year. Mr. Parris, Mr. McKee, and Mr. McLane agreed; Mr. Dial said he was good with what the cities decided. Mr. Bronson recommended Mr. Eleazer continue with his budget preparation based on the 5%.

**H) Action Items - None.**

**I) Executive Director's Discussion and Compliance Matters – Mr. Eleazer reported on the following:**

**1. Environmental and Regulatory Compliance Matters –** The OJRSA has received a copy of the draft NPDES permit for the next five (5) years. Personnel are about halfway done reviewing it. So far there is one (1) item regarding aluminum that there are questions on. Data from headworks samples are being pulled to follow up with SCDES with where they are heading on this (are they going to impose a limit or some kind of sampling on it – and why this is a concern). The OJRSA cannot remove metals from the wastewater (which is why there is a pretreatment program), so anything in the permit relating to metals will roll back to the industries. The consultant who has been helping with the permit application process will also assist in this formal response to SCDES. This is still in the review phase of the process and has not gone to public notice.

**2. FY 2026 Budget and Schedule of Fees –** Mr. Eleazer thanked the board for their guidance on the rates and said that will help him tremendously. He added that he is little behind in sending out a draft budget to the board to review but plans to get a draft out by the end of the week. The F&A Committee will consider it at their May 27<sup>th</sup> meeting. The Schedule of Fees will be a part of this as well.

**3. Miscellaneous (If Any):**

- **Public Projects on the Member Cities' Systems with Line Extensions –** Mr. Eleazer reported he was reviewing the public projects that the OJRSA is currently involved with in various stages. He said he was surprised to find out there were thirty-three (33) projects. He added that (9) are currently in the construction phase; (5) have approved plans and OJRSA is awaiting construction to begin; (1) is an industrial upgrade; (2) have approved plans and awaiting the permit; (2) awaiting revisions; and (7) design was done and approved, but the project went dormant.

- **Feasibility Implementation Committee Update –** Mr. Eleazer said he asked Ms. Mettlen to come to the meeting today to update the board on the progress of the committee. Ms. Mettlen said the Ad Hoc Committee has been doing good work. They are on schedule to discuss the official recommendation at their meeting this coming Thursday and finalize the pieces of it. She said they will draft a formal recommendation for approval at their June meeting. When this is done, they are willing to do a presentation to the board and Oconee County.

Mr. Bronson suggested giving the presentation at a joint meeting with Oconee County Council and asked Mr. Eleazer to contact Ms. Amanda Brock to find a suitable date. Mr. Moulder said he would like to see the recommendation before presenting it to Oconee County, and Mr. Dial agreed. Mr. Bronson asked if the Ad Hoc Committee could give the board a preview; Ms. Mettlen replied yes.



Ms. Mettlen finished by saying that she appreciates all the work the committee has done with this. Mr. Bronson suggested recognizing everyone on the committee in a future meeting and asked Mr. Eleazer to prepare something for this purpose.

**J) Commissioners' Discussion – None.**

**K) Executive Session** *(NOTE: Board May Act on Matters Discussed in Executive Session Upon Returning to Open Session.)*

- **Discussion of Personnel Matter – Review of the Executive Director's Performance.** *[Executive Session Permissible Under SC Law 30-4-70(a)(1), Which States: Discussion of Employment, Appointment, Compensation, Promotion, Demotion, Discipline, or Release of an Employee, a Student, or a Person Regulated by a Public Body or the Appointment of a Person to a Public Body; However, If an Adversary Hearing Involving the Employee or Client is Held, the Employee or Client Has the Right to Demand That the Hearing Be Conducted Publicly. Nothing Contained In This Item Shall Prevent the Public Body, In Its Discretion, from Deleting the Names of the Other Employees or Clients Whose Records Are Submitted for Use at the Hearing.]*

*At 4:37 p.m., Mr. Moulder made a motion, seconded by Mr. Dial, to enter an Executive Session to discuss a personnel matter (review of Executive Director's performance). The motion carried.*

*At 4:51 p.m., Ms. Myers made a motion, seconded by Mr. McLane, to return to Regular Session. The motion carried.*

*No action was taken.*

**L) Upcoming Meetings:**

1. **Ad Hoc Sewer Feasibility Implementation Committee** – Thursday, May 8, 2025 at 9:00 a.m.
2. **Operations & Planning Committee** – Wednesday, May 21, 2025 at 8:30 a.m.
3. **Finance & Administration Committee** – Tuesday, May 27, 2025 at 9:00 a.m.
4. **Board of Commissioners** – Monday, June 2, 2025 at 4:00 p.m.

**M) Adjourn** – Mr. Bronson adjourned the meeting at 4:52 p.m.

Approved By:

\_\_\_\_\_  
Kevin Bronson, OJRSA Commission Chair

Approved By:

\_\_\_\_\_  
Lynn M. Stephens, OJRSA Secretary/Treasurer

Approved By:

\_\_\_\_\_  
Christopher R. Eleazer, OJRSA Executive Director

Notification of the meeting was distributed on April 11, 2025 to *Upstate Today*, *Anderson Independent-Mail*, *Westminster News*, *Keowee Courier*, WGOG Radio, WSNW Radio, City of Seneca Council, City of Walhalla Council, City of Westminster Council, Oconee County Council, SC DHEC, [www.ojrsa.org](http://www.ojrsa.org), and posted at the OJRSA Administration Building.

**\*ATTACHMENTS STARTING NEXT PAGE**





**Board of Commissioners Meeting**  
OJRSA Operations & Administration Building  
Lamar Bailes Board Room  
May 5, 2025 at 4:00 PM

OJRSA commission and committee meetings may be attended in person at the address listed above. The OJRSA will also broadcast meetings live on its YouTube channel at [www.youtube.com/@OconeeJRSA](http://www.youtube.com/@OconeeJRSA) (if there is a technical issue preventing the livestreaming of the meeting, then a recording will be published on the channel as soon as possible). For those not able to attend in person, then the OJRSA Board or Committee Chair will accept public comments by mail (623 Return Church Rd, Seneca, SC 29678) or at [info@ojrsa.org](mailto:info@ojrsa.org). Comments must comply with the public session instructions as stated on the meeting agenda and will be received up until one hour prior to the scheduled meeting. If there is not a public session scheduled for a meeting, then comments shall not be accepted.

**Agenda**

- A. Call to Order** – Kevin Bronson, Board Chair
- B. Invocation and Pledge of Allegiance** – Led by Commissioner Bob Faires
- C. Public Session** – Receive comments relating to topics that may or may not be on this agenda. Session is limited to a maximum of 30 minutes with no more than 5 minutes per speaker.
- D. Approval of Minutes**
  - Board of Commissioners Meeting of April 7, 2025
- E. Committee and Other Meeting Reports**
  - Sewer Feasibility Implementation Ad Hoc Committee Meeting of March 13, 2025 – Chris Eleazer, Director and Lynn Stephens, Secretary/Treasurer *Minutes for the April 10, 2025 to be approved at the May 8, 2025 ad hoc committee meeting and accepted by the Board of Commissioners on June 2, 2025*
  - Executive Committee Meeting of April 10, 2025 – Kevin Bronson, Committee Chair
  - Operations & Planning Committee Meeting of April 16, 2025 *Canceled due to lack of agenda item*
  - Finance & Administration Committee Meeting of April 22, 2025 – Celia Myers, Committee Chair
- F. Secretary/Treasurer's Report** (Exhibit A) – Lynn Stephens, Secretary/Treasurer
- G. Presentation and Discussion Items** *[May include vote and/or action on matters brought up for discussion]*
  - Consider impact fees and user rates for Fiscal Year 2026 (Exhibit B) – Chris Eleazer, Director
- H. Action Items**
  - None
- I. Executive Director's Discussion and Compliance Matters** – Chris Eleazer, Director
  1. Environmental and regulatory compliance matters
  2. FY 2026 Budget and Schedule of Fees
  3. Miscellaneous *(if any)*
- J. Commissioners' Discussion** – Led by Kevin Bronson, Board Chair

Discussion can be related to matters addressed in this meeting or for future consideration by the Board or Committee. Voting is not permitted during this session.
- K. Executive Session** *NOTE: Board may act on matters discussed in executive session upon returning to open session*
  - Discussion of personnel matter – Review of the Executive Director's performance. *[Executive Session permissible under SC Law 30-4-70(a)(1), which states: Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body; however, if an adversary hearing involving the employee or client is held, the employee or client has the right to demand that the hearing be conducted publicly. Nothing contained in this item shall prevent the public body, in its discretion, from deleting the names of the other employees or clients whose records are submitted for use at the hearing.]*
- L. Upcoming Meetings** *All meetings to be held in the OJRSA Lamar Bailes Board Room unless noted otherwise.*
  - Ad Hoc Sewer Feasibility Implementation Committee – May 8, 2025 at 9:00 AM
  - Operations & Planning Committee – May 21, 2025 at 8:30 AM
  - Finance & Administration Committee – May 27, 2025 at 9:00 AM
  - Board of Commissioners – June 2, 2025 at 4:00 PM
- M. Adjourn**





## Secretary/Treasurer's Report for Board of Commissioners

Prepared for the May 5, 2025 OJRSA Board of Commissioners Meeting

Cash and investment information stated herein come from bank and other financial records as of: April 30, 2025

### UNRESTRICTED FUNDS CASH AND INVESTMENTS SUMMARY

Account/Fund Name	Cash (\$)	Investments (\$)	Total (\$)
Wholesale Operations & Maintenance (O&M)	435,263	2,940,000	3,375,263
Retail Operations & Maintenance (RO&M)	3,355,740	245,000	3,600,740
<b>TOTAL UNRESTRICTED FUNDS</b>	<b>3,791,003</b>	<b>3,185,000</b>	<b>6,976,003</b>

### RESTRICTED FUNDS CASH AND INVESTMENTS SUMMARY

Account/Fund Name	Cash (\$)	Investments (\$)	Total (\$)
Projects and Contingency (PCF)	685,568	0	685,568
Wholesale Impact Fund (WIF)	543,193	5,082,000	5,625,193
Retail Impact Fund (RIF)	3,400	0	3,400
<b>TOTAL RESTRICTED FUNDS</b>	<b>1,232,161</b>	<b>5,082,000</b>	<b>6,314,161</b>

### Combined Total for All Funds

Cash 5,023,164 Investments 8,267,000 Combined 13,290,164

#### Account Notes:

### DAYS CASH ON HAND

Financial & Accounting Policy Section 2.10(H) states the minimum balances established for OJRSA Wholesale O&M and Retail O&M funds are 120 Days Operating Cash on Hand.

$$\text{Formula for Cash on Hand} = \frac{\text{Cash} + \text{Cash Equivalents}}{(\text{Annual Operating Expense} - \text{Depreciation}) \div 365 \text{ Days}}$$

	Cash on Hand (Days)	Annual Operating Expense minus Depreciation (\$)	Budget Amended During Fiscal Year?
O&M Fund	185.1	6,657,488	X NO YES
RO&M Fund	98.2	13,390,177	X NO YES

### INDEPENDENT RECONCILIATION OF ACCOUNTS

All transactions for all funds have been satisfactorily reconciled by an independent accounting firm for the month of March 2025 (mark with an "X" on appropriate line): X YES NO See attached document(s) from accountant.

#### Reconciliation Notes:

Waiting on letter from accountant (Susan Stamey).

See next page for more information



## INVESTMENTS UPDATE

Maturing Investment	%age Rate	Fund Code	Maturity Date	Amount (\$)	To Be Reinvested?	
Merrick Bank	5.4	WIF	5/6/2025	245,000.00	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
					<input type="checkbox"/> YES	<input type="checkbox"/> NO
					<input type="checkbox"/> YES	<input type="checkbox"/> NO
					<input type="checkbox"/> YES	<input type="checkbox"/> NO
					<input type="checkbox"/> YES	<input type="checkbox"/> NO
					<input type="checkbox"/> YES	<input type="checkbox"/> NO
					<input type="checkbox"/> YES	<input type="checkbox"/> NO
					<input type="checkbox"/> YES	<input type="checkbox"/> NO
					<input type="checkbox"/> YES	<input type="checkbox"/> NO
					<input type="checkbox"/> YES	<input type="checkbox"/> NO
					<input type="checkbox"/> YES	<input type="checkbox"/> NO
					<input type="checkbox"/> YES	<input type="checkbox"/> NO
					<input type="checkbox"/> YES	<input type="checkbox"/> NO
					<input type="checkbox"/> YES	<input type="checkbox"/> NO

### Investment Notes:

No more maturities until July.

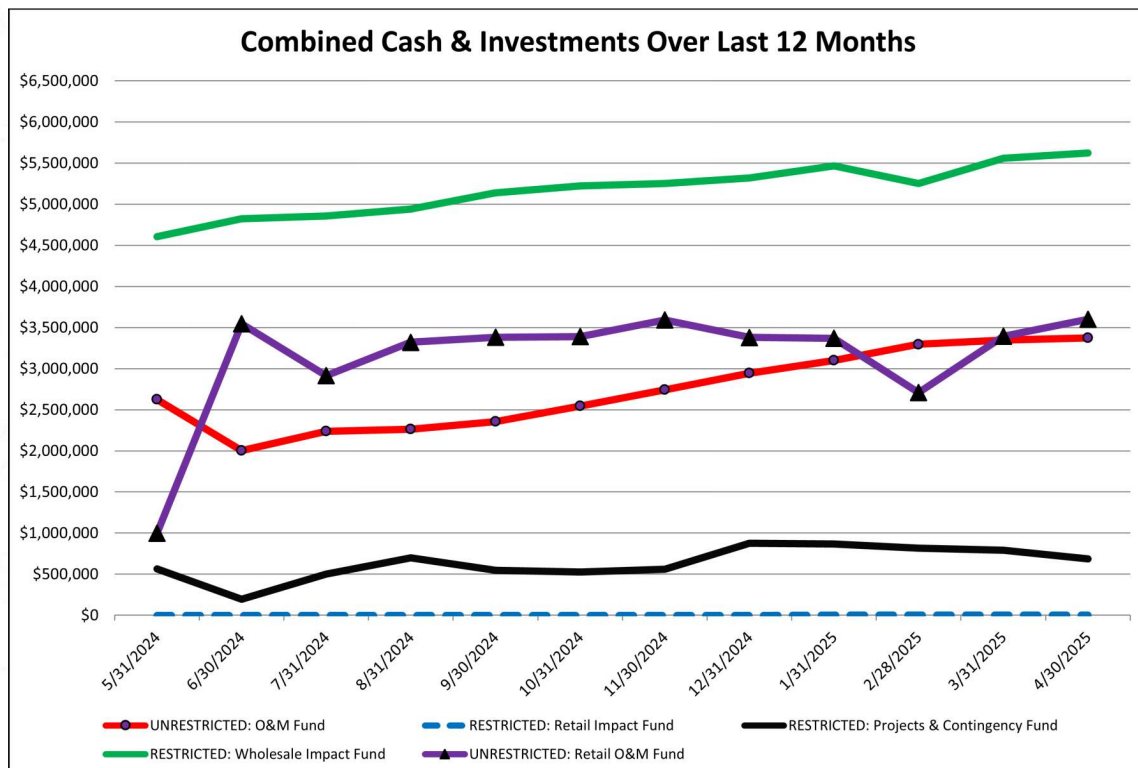
*See additional sheets for investment information and trends*

By my signature, to the best of my knowledge, I certify this report is accurate.



**Lynn Stephens**

OJRSA Secretary/Treasurer







# **CORRECTED - Secretary/Treasurer's Report for Board of Commissioners - CORRECTED**

Prepared for the April 7, 2025 OJRSA Board of Commissioners Meeting

Cash and investment information stated herein come from bank and other financial records as of: March 31, 2025

## **UNRESTRICTED FUNDS CASH AND INVESTMENTS SUMMARY**

Account/Fund Name	Cash (\$)	Investments (\$)	Total (\$)
Wholesale Operations & Maintenance (O&M)	654,636	2,695,000	3,349,636
Retail Operations & Maintenance (RO&M)	3,150,537	245,000	3,395,537
<b>TOTAL UNRESTRICTED FUNDS</b>	<b>3,805,173</b>	<b>2,940,000</b>	<b>6,745,173</b>

## **RESTRICTED FUNDS CASH AND INVESTMENTS SUMMARY**

Account/Fund Name	Cash (\$)	Investments (\$)	Total (\$)
Projects and Contingency (PCF)	790,744	0	790,744
Wholesale Impact Fund (WIF)	722,417	4,837,000	5,559,417
Retail Impact Fund (RIF)	3,400	0	3,400
<b>TOTAL RESTRICTED FUNDS</b>	<b>1,516,561</b>	<b>4,837,000</b>	<b>6,353,561</b>

### **Combined Total for All Funds**

Cash **5,321,734**

Investments **7,777,000**

Combined **13,098,734**

### **Account Notes:**

Corrected Secretary/Treasurer Report. Accidentally added in CD investments that were purchased in March but had a settle date (money deducted from account) in April. These investments were already included in the "cash" for that account for the month.

## **DAYS CASH ON HAND**

Financial & Accounting Policy Section 2.10(H) states the minimum balances established for OJRSA Wholesale O&M and Retail O&M funds are 120 Days Operating Cash on Hand.

$$\text{Formula for Cash on Hand} = \frac{\text{Cash} + \text{Cash Equivalents}}{(\text{Annual Operating Expense} - \text{Depreciation}) \div 365 \text{ Days}}$$

	Cash on Hand (Days)	Annual Operating Expense minus Depreciation (\$)	Budget Amended During Fiscal Year?
O&M Fund	183.6	6,657,488	X NO YES
RO&M Fund	92.6	13,390,177	X NO YES

## **INDEPENDENT RECONCILIATION OF ACCOUNTS**

All transactions for all funds have been satisfactorily reconciled by an independent accounting firm for the month of February 2025 (mark with an "X" on appropriate line): X YES NO See attached document(s) from accountant.

### **Reconciliation Notes:**

Awaiting reconciliation letter from Susan Stamey.

*See next page for more information*



### INVESTMENTS UPDATE

Maturing Investment	%age Rate	Fund Code	Maturity Date	Amount (\$)	To Be Reinvested?	
California Bank	5.3	WIF	4/3/2025	245,000.00	X YES	NO
Beal Bank	5.05	WIF	4/16/2025	245,000.00	X YES	NO
Heritage Bank	5.05	WIF	4/17/2025	245,000.00	X YES	NO
Flagstar Bank	5.5	WIF	4/30/2025	245,000.00	X YES	NO
Merrick Bank	5.4	WIF	5/6/2025	245,000.00	X YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO
					YES	NO

**Investment Notes:**

*See additional sheets for investment information and trends*

By my signature, to the best of my knowledge, I certify this report is accurate.



**Lynn Stephens**

OJRSA Secretary/Treasurer



## Fee Considerations for Fiscal Year 2026

### User Fees

The tables below use the average number of customers and flow billed per month from March 2024 through February 2025. Data:  
 Residential Customers – 8,027 // Residential Volume – 31,030,274 gallons // Nonresidential Customers – 1,527 // Nonresidential Volume 30,190,749 gallons.

#### **PREFERRED BY F&A COMMITTEE**

##### **Increase to Volumetric Fees Only**

Fee Item	<b>CURRENT</b>	1%	5%	7.5%	10%
Residential Base (/month)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Residential Vol (/1,000 gal)	\$5.39	\$5.44	\$5.66	<u>\$5.79</u>	\$5.93
Nonres Base (/month)	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Nonres Vol (/1,000 gal)	\$7.37	\$7.44	\$7.74	<u>\$7.92</u>	\$8.11
<b>APPROX ANNUAL REVENUE</b>	<b>\$5,894,044</b>	<b>\$5,940,635</b>	<b>\$6,126,996</b>	<b>\$6,243,472</b>	<b>\$6,359,947</b>
Revenue Above Current	0	\$46,590	\$232,952	\$349,427	\$465,903
<b>Residential 5,000 gal/month</b>	<b>\$36.95</b>	<b>\$37.22</b>	<b>\$38.30</b>	<b>\$38.97</b>	<b>\$39.65</b>
Difference From Current	\$0	\$0.27	\$1.35	\$2.02	\$2.70

##### **Increase to Base Fees Only**

Fee Item	<b>CURRENT</b>	1%	5%	7.5%	10%
Residential Base (/month)	<u>\$10.00</u>	<u>\$10.10</u>	<u>\$10.50</u>	<u>\$10.75</u>	<u>\$11.00</u>
Residential Vol (/1,000 gal)	\$5.39	\$5.39	\$5.39	\$5.39	\$5.39
Nonres Base (/month)	<u>\$15.00</u>	<u>\$15.15</u>	<u>\$15.75</u>	<u>\$16.13</u>	<u>\$16.50</u>
Nonres Vol (/1,000 gal)	\$7.37	\$7.37	\$7.37	\$7.37	\$7.37
<b>APPROX ANNUAL REVENUE</b>	<b>\$5,894,044</b>	<b>\$5,906,394</b>	<b>\$5,955,795</b>	<b>\$5,986,670</b>	<b>\$6,017,546</b>
Revenue Above Current	0	\$12,350	\$61,751	\$92,626	\$123,501
<b>Residential 5,000 gal/month</b>	<b>\$36.95</b>	<b>\$37.05</b>	<b>\$37.45</b>	<b>\$37.70</b>	<b>\$37.95</b>
Difference From Current	\$0	\$0.10	\$0.50	\$0.75	\$1.00

##### **Increase to Base and Volumetric Fees**

Fee Item	<b>CURRENT</b>	1%	5%	7.5%	10%
Residential Base (/month)	<u>\$10.00</u>	<u>\$10.10</u>	<u>\$10.50</u>	<u>\$10.75</u>	<u>\$11.00</u>
Residential Vol (/1,000 gal)	<u>\$5.39</u>	\$5.44	<u>\$5.66</u>	<u>\$5.79</u>	<u>\$5.93</u>
Nonres Base (/month)	<u>\$15.00</u>	<u>\$15.15</u>	<u>\$15.75</u>	<u>\$16.13</u>	<u>\$16.50</u>
Nonres Vol (/1,000 gal)	<u>\$7.37</u>	\$7.44	<u>\$7.74</u>	<u>\$7.92</u>	<u>\$8.11</u>
<b>APPROX ANNUAL REVENUE</b>	<b>\$5,894,044</b>	<b>\$5,952,985</b>	<b>\$6,188,746</b>	<b>\$6,336,098</b>	<b>\$6,483,449</b>
Revenue Above Current	0	\$58,940	\$294,702	\$442,053	\$589,404
<b>Residential 5,000 gal/month</b>	<b>\$36.95</b>	<b>\$37.32</b>	<b>\$38.80</b>	<b>\$39.72</b>	<b>\$40.65</b>
Difference From Current	\$0	\$0.37	\$1.85	\$2.77	\$3.70

**IMPACT FEES ON FOLLOWING PAGE**



## Fee Considerations for Fiscal Year 2026

### Impact Fees

#### **PREFERRED BY F&A COMMITTEE**

#### **Using SCDES Regulation 61-67 Appendix A Unit Contributory Loadings to All Domestic Wastewater Treatment Facilities**

	<b>CURRENT</b>	Implementation Period (Years)				
		1	2	3	4	5
FY 2026 Per Gallon Amount if Evenly Phased Over Implementation Period (no inflation over period(s))	<b>\$7.625<sup>1</sup></b>	\$25.73	\$16.68	\$13.66	\$12.15	\$11.25
Difference From Current Rate of \$7.625/gallon	<b>N/A</b>	\$18.11	\$9.05	\$6.04	\$4.53	\$3.62
Cost for One Single-Family Home Using SCDES R.61-67 App. A 1 ERU = 300 gpd	<b>\$2,300</b>	\$7,720	\$5,005	\$4,100	\$3,645	\$3,375
Difference From Current Total Fee	<b>\$0</b>	\$5,420	\$2,705	\$1,800	\$1,345	\$1,075

Impact Fee During Fiscal Year w/ Phasing (/gallon)					
Phase In Period	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
5 Years	\$11.25	\$14.87	\$18.49	\$22.11	\$25.73
4 Years	\$12.15	\$16.68	\$21.20	\$25.73	
3 Years	\$13.66	\$19.70	\$25.73		
2 Years	\$16.68	\$25.73			
1 Year	\$25.73				

#### **Using Water Meter Size**

	<b>CURRENT</b>	Implementation Period (Years)				
		1	2	3	4	5
FY 2026 Per Gallon Amount if Evenly Phased Over Implementation Period (no inflation over period(s))	<b>\$15.25</b>	\$25.73	\$20.49	\$18.74	\$17.87	\$17.35
Difference From Current Rate of \$15.25/gallon	<b>N/A</b>	\$10.48	\$5.24	\$3.49	\$2.62	\$2.10
Cost for One Single-Family Home Per Current OJRSA Schedule of Fees (1) 3/4" meter = 150 gpd	<b>\$2,300</b>	\$3,860	\$3,075	\$2,810	\$2,680	\$2,600
Difference From Current Total Fee	<b>\$0</b>	\$1,560	\$775	\$510	\$380	\$300

Impact Fee During Fiscal Year w/ Phasing (/gallon)					
Phase In Period	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
5 Years	\$17.35	\$19.44	\$21.54	\$23.63	\$25.73
4 Years	\$17.87	\$20.49	\$23.11	\$25.73	
3 Years	\$18.74	\$22.24	\$25.73		
2 Years	\$20.49	\$25.73			
1 Year	\$25.73				

#### **IMPACT FEES CALCULATION SHEET ON FOLLOWING PAGES**

<sup>1</sup> Adjusted. Current impact fee is based on \$15.25 per gallon for 150 gallons per day per residence in accordance with OJRSA Schedule of Fees but SC Regulation 61-67 Appendix A Unit Contributory Loadings to All Domestic Wastewater Treatment Facilities uses 300 gallons per day per residence. [150 gpd / 300 gpd = 0.5; \$15.25 per gallon x 0.5 = \$7.625 per gallon]



## Facility Name

Project Address: **Street Address, City, SC ZIP** Parcel ID Number: **TMS Number**

Property Owner: **Name** Mailing Address: **Street Address, City, State ZIP** Phone: **Number**

Developer/General Contractor/Engineer: **Name** Mailing Address: **Street Address, City, State ZIP** Phone: **Number** Email: **Address**  
Plans Received (Original Set): **Date**

Type of Establishment Per SCDES Regulation 61-67 Appendix A		Hydraulic Loading (GPD)	Number of Units	Total GPD
<b>A</b>	<b>Airport:</b>			
	Per Employee	8		0
	Per Passenger	4		0
<b>B</b>	<b>Apartments, Condominiums, Patio Homes:</b>			
	Four-to-Six (4-to-6) Bedroom (Per Unit) (Per Gina Abbott with DHEC, these are also 300 GPD)	300		0
	Three (3) Bedrooms (Per Unit)	300		0
	Two (2) Bedrooms (Per Unit)	225		0
	One (1) Bedroom (Per Unit)	150		0
<b>C</b>	<b>Assembly Halls:</b> (Per Seat)	4		0
<b>D</b>	<b>Barber Shop:</b>			
	Per Employee	8		0
	Per Chair	75		0
<b>E</b>	<b>Bars, Taverns:</b>			
	Per Employee	8		0
	Per Seat, Excluding Restaurant	30		0
<b>F</b>	<b>Beauty Shop:</b> (to include pet grooming)			
	Per Employee	8		0
	Per Chair	94		0
<b>G</b>	<b>Boarding House, Dormitory:</b> (per resident)	38		0
<b>H</b>	<b>Bowling Alley:</b>			
	Per Employee	8		0
	Per Lane, No Restaurant, Bar, or Lounge	94		0
<b>I</b>	<b>Camps:</b>			
	Resort, Luxury (Per Person)	75		0
	Summer (Per Person)	38		0
	Day, with Central Bathhouse (Per Person)	26		0
	Travel Trailer (Per Site)	131		0
<b>J</b>	<b>Car Wash:</b> (Per Car Washed)	56		0
<b>K</b>	<b>Churches:</b>			
	Per Seat	2		0
	Fellowship Hall with Commercial Kitchen (Per Seat, per OJRSA Policy established August 21, 2000)	5		0
<b>L</b>	<b>Clinics, Doctor's Office:</b>			
	Per Employee	11		0
	Per Patient	4		0
<b>M</b>	<b>Country Club, Fitness Center, Spa:</b> (Per Member)	38		0
<b>N</b>	<b>Dentist Office:</b>			
	Per Employee	11		0
	Per Chair	6		0
	Per Suction Unit; Standard Unit	278		0
	Per Suction Unit; Recycling Unit	71		0
	Per Suction Unit; Air Generated Unit	0		0
<b>O</b>	<b>Factories, Industries:</b>			
	Per Employee	19		0
	Per Employee, with Showers	26		0
	Per Employee, with Kitchen	30		0
	Per Employee, with Showers and Kitchen	34		0
<b>P</b>	<b>Fairgrounds:</b> (Average Attendance, Per Person)	4		0
<b>Q</b>	<b>Grocery Stores:</b> (Per square foot of floor space, unknown occupant. OJRSA Board adopted using the former standard of 200 GPD per 1,000 sqft of floor space on October 5, 2015.)	0.20		0



<b>R</b>	<b>Hospitals:</b>			
	Per Resident Staff	75		0
	Per Bed	150		0
<b>S</b>	<b>Hotels: (Per Bedroom, No Restaurant)</b>	75		0
<b>T</b>	<b>Institutions: (Per Resident)</b>	75		0
<b>U</b>	<b>Laundries: (Self Service, Per Machine)</b>	300		0
<b>V</b>	<b>Marinas: (Per Slip)</b>	23		0
<b>W</b>	<b>Mobile Homes: (Per Unit)</b>	225		0
<b>X</b>	<b>Motels: (Per Unit, No Restaurant)</b>	75		0
<b>Y</b>	<b>Nursing Homes:</b>			
	Per Bed	75		0
	Per Bed, with Laundry	113		0
<b>Z</b>	<b>Offices, Small Stores, Administration Buildings, General: (Per square foot of floor space, unknown occupant. OJRSA Board adopted using the former standard of 200 GPD per 1,000 sqft of floor space on October 5, 2015.)</b>	0.20		0
<b>AA</b>	<b>Picnic Parks: (Average Attendance, Per Person)</b>	8		0
<b>BB</b>	<b>Prison/Jail</b>			
	Per Employee	11		0
	Per Inmate	94		0
<b>CC</b>	<b>Residences: (Per House, Unit)</b>	300		0
<b>DD</b>	<b>Rest Areas, Welcome Centers:</b>			
	Per Person	4		0
	Per Person, with Showers	8		0
<b>EE</b>	<b>Rest Homes</b>			
	Per Bed	75		0
	Per Bed, with Laundry	113		0
<b>FF</b>	<b>Restaurants/Coffee Shops/Cafes/Bakeries/Event Venues (with food service):</b>			
	Not Twenty-Four (24) Hours (Per Seat)	30		0
	Twenty-Four (24) Hour Restaurant (Per Seat)	53		0
	Drive-In (Per Car Served)	30		0
	Vending Machine, Walk-up Deli (Per Person)	30		0
<b>GG</b>	<b>Schools, Day Care:</b>			
	Per Person	9		0
	Per Person, with Cafeteria	11		0
	Per Person, with Cafeteria, Gym, and Showers	15		0
<b>HH</b>	<b>Service Stations:</b>			
	Per Employee	8		0
	Per Car Served	8		0
	Car Wash (Per Car Washed)	56		0
<b>II</b>	<b>Shopping Centers, Large Department Stores, Malls: (Per square foot of floor space, unknown occupant. OJRSA Board adopted using the former standard of 200 GPD per 1,000 sqft of floor space on October 5, 2015.)</b>	0.20		0
<b>JJ</b>	<b>Stadiums, Coliseums: (Per Seat, No Restaurant)</b>	4		0
<b>KK</b>	<b>Swimming Pools: (Per Person, with Sewer Facilities and Showers)</b>	8		0
<b>LL</b>	<b>Theaters: Indoor (Per Seat), Drive-In (Per Stall)</b>	4		0
<b>N/A</b>	<b>Industrial Process Wastewater</b>			0
<b>N/A</b>	<b>Special Requested Discharge</b>			0
<b>N/A</b>	<b>EQUIVALENCY CREDIT (For buildings not registered with OJRSA in Permitted Flow or Equivalency databases due to structure existing prior to Impact Fee Ordinance of 1990 or paid a fee for a prior business)</b>			
<b>Total Gallons Per Day (GPD)</b>				0
<b>Total Equivalent Residential Units (1 ERU=300 GPD) NOTE: PROJECTS THAT CONTRIBUTE MORE THAN 50,000 GPD MUST BE APPROVED BY SCDES</b>				0.00

Impact Fee Per Gallon **\$15.25**

Print Name

Signature

**TOTAL IMPACT FEE DUE \$0.00**





# Oconee Joint Regional Sewer Authority

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## OCONEE JOINT REGIONAL SEWER AUTHORITY Ad-Hoc Sewer Feasibility Implementation Committee May 8, 2025

The Ad-Hoc Feasibility Implementation Committee meeting was held at the Coneross Creek Wastewater Treatment Plant.

Commissioners/Committee Members that were present:

- Joel Jones (Citizen - formerly worked for ReWa) – Committee Chair
- Chip Bentley (Appalachian Council of Gov'ts.)
- Amanda Brock (Oconee County)
- Chris Eleazer (Oconee Joint Regional Sewer Authority)
- Scott McLane (City of Seneca)
- Celia Myers (City of Walhalla)
- Scott Parris (City of Westminster)
- Sue Schneider (Citizen - formerly worked for Spartanburg Water)
- Rivers Stilwell (Attorney, Maynard Nexsen) - *via Microsoft Teams*
- Scott Willett (Anderson Regional Joint Water System)

Committee Members that were not present:

- None (all were in attendance)

OJRSA appointments and staff present were:

- Lynn Stephens, Secretary/Treasurer to the Board and Office Manager

Others present were:

- Lawrence Flynn (Pope Flynn - OJRSA Attorney) – *via Microsoft Teams*
- Angie Mettlen, (Vice President, W.K. Dickson/Ardurra)
- Katherine Amidon (Environmental Planner, Bolton & Menk)
- Tony Adams, Oconee Co. Citizen

**A. Call to Order** – Mr. Jones called the meeting to order at 9:07 a.m. He stated there is a draft recommendation to discuss, and the committee will determine who is in support of this recommendation today.

**B. Public Comment** – None.

**C. Approval of Minutes:**

- **Ad Hoc Sewer Feasibility Implementation Committee Meeting of April 10, 2025**  
*Ms. Brock made a motion, seconded by Mr. Willett, to approve the April 10, 2025 Ad Hoc Feasibility Implementation Committee Meeting minutes as presented. The motion carried.*

**D. Committee Discussion and Action Items:**

1. **Review Draft Recommendations for Reconstitution and Discuss Next Steps** – Mr. Jones asked for any comments and thoughts.



Mr. Stilwell said when this first came out, he thought it sounded like another member was being added to the board and some of the other ideas from the committee were just buried in there. He also said the third bullet point *[when discussing a draft document]* about the collection systems being consolidated into one system seems to be inconsistent with the system having members; it's a radical unification proposal. He is worried that there will be the same issues with the interim step of adding Oconee County as a member. Ms. Amidon said the bullets are not sequential; all the bullet points must happen. Ms. Mettlen agreed with Ms. Amidon. Mr. Stilwell said that if some of the things discussed are done, there is no such thing as members; Ms. Mettlen replied that if everyone consolidates, it becomes a governing body of the Authority and how those members are appointed/elected. Mr. Jones suggested that there be a clarification of what a "member" is.

Mr. Flynn stated that under the statute, they are still members and are the only members that can reconstitute the system. He said there is an open question of how board members are appointed and who they have to be. He added that the Joint Authority Act will still be used, and in order to get to a joint authority, the board has to be made up of the cooperative members of the local government. Therefore, the members are still the constituency of the county, and the board of directors is whoever is appointed to govern that body. Ms. Mettlen stated that if the committee determines this is the way to go, there will be clarification in the language on this based on the statute.

Ms. Brock suggested striking out the word "member" on the third bullet item completely, because there are no other collection systems. Ms. Schneider and Mr. Bentley agreed with that.

Mr. Stilwell asked about the "equitable rate structure" in that same third bullet item. He said he thought it was going to be a single rate structure and asked if other rate structures are being anticipated. Ms. Mettlen replied it is only one rate structure. Mr. Jones suggested changing that to a "unified equitable rate structure."

Mr. Willett asked about the rate structures, and there was some discussion about the current rates in the Member Cities. Ms. Mettlen said the Authority has done a rate study, and if the consolidation happens, there will be several steps that will go into valuation of collection system assets and a condition assessment of the assets to determine the value in the future. This information may update that rate study to determine the rate as a consolidated entity. Ms. Mettlen said there may need some consideration (at least initially) in regard to the valuation piece and the asset piece for investment in the different systems. Mr. Jones said the rates are what they are, but you can adjust the value of the system when you talk about consolidation. Mr. Willett asked if the OJRSA's rates are different for the Member Cities' rates; Mr. Eleazer replied no, the OJRSA charges the same for all users.

Mr. Jones stated that this committee should just recommend a "unified equitable rate structure" and how it plays out is beyond the work of this committee. Ms. Mettlen agreed that this would be in the next steps. Mr. Flynn also agreed.

Mr. Stilwell asked if Oconee County joining is part of the financial part of the consolidation: are they putting their assets in or selling them? Ms. Mettlen replied that this is to be determined. Mr. Stilwell stated the new organization would need to buy the county's and the Member Cities' systems. Mr. Willett said the better word is "acquire," and several committee members agreed with that. Mr. Bentley said it will depend on the members and their position, and this is not the role the committee gets to play; Ms. Mettlen replied that we are gaining ground in some areas, but there will be hard work to come in other areas.

As there may be some surcharges to get all the members to the same level, Mr. Willett suggested there be a timeline in the recommendation to allow for equalization. He said a standard rate couldn't be developed if there is no timeline for everyone to become equal. Ms. Mettlen replied there isn't enough information currently for this committee to set a timeline, but that could be part of the recommendation that this is part of the valuation of assets. Ms. Brock suggested

recommending six (6) months to establish a timeline, as it could take that long to figure out the financial components. Mr. Willett added things that are left unsaid generally don't get done.

Mr. Jones agreed that this could be part of the recommendation to state that this should be fully implemented by a certain date. Mr. Flynn said that there should be a hard deadline of no later than a year to determine how to do the valuation and asset review; this process will take a long time, but without the deadline, it could potentially drag on forever. Ms. Mettlen agreed and said the longer it goes on, the more debt could be added to the various systems. She said there already are some debt entanglements to deal with and don't need to add any more.

Mr. Willett said he suggested giving some guidance (rather than a hard number) that equalization payments should not extend beyond the life of the notes that are already out there. Ms. Mettlen agreed. Mr. Jones said there may be other ways to do this rather than equalization payments. There may be a way to just value everything and make them whole. There is a difference between water and sewer: There are no assets in wastewater; it's just who has the least liabilities.

Mr. Stilwell asked if this could be done by the next legislative session, or do we need two (2) years? Ms. Mettlen replied that if everyone agrees that consolidation is the way to go, the valuation process can be started while waiting for the legislative changes. There is no need to do that sequentially. That valuation process will take some time, and it can happen before the statute is modified.

Mr. Stilwell asked who is going to pay for the valuation; Ms. Mettlen replied she couldn't commit on a funding agency, but if meaningful steps are taken to make changes for the better, there will be support. One of the criteria for principal forgiveness under the SRF (State Revolving Fund loan) is consolidation, and SCDES does engineering-only principal forgiveness, so this can be done stepwise.

Mr. Stilwell said that the systems in Greenville were thought to be fine for twenty (20) years, but when they were being looked at by another entity, it was determined they weren't. He asked how the valuation process would be objective. Mr. Jones replied it isn't; Ms. Schneider said you take what they say and move forward.

Mr. Jones said as things move forward, you must be careful with what you commit to and what you promise, and don't overstate or understate things. He added that is why he doesn't want this committee to get too far into the details on this, because this will become a sticking point and will prevent this committee from moving forward. These items will need to be figured out, but not right now.

Mr. Jones asked if everyone was good with:

- Bullet #1: Reconstituting the Authority to include Oconee County as a member. Everyone was good with that.
- Bullet #2: Reconstituting the Authority to allow to provide retail sewer services within the service area. Everyone was good with that.
- Bullet #3: Consolidation of the collection systems. Mr. Jones asked if everyone agreed this is necessary. Everyone agreed with that. Mr. Stilwell said this should be the first bullet. Ms. Mettlen said the bullets can be reordered.
- Bullet #4: Mr. Jones asked if the five (5)-member board was good with everyone, and it was good for all.

**2. Discuss District Boundary Options** – Mr. Jones then asked if the other part of bullet item #4 (full appointment of commission by the Governor upon recommendation of Oconee County legislative delegation based upon an appointive index of customers) was good with everyone, and if everyone thinks it's the best path forward.

Mr. Willett asked how an appointive index was going to work. Mr. Jones said Ms. Amidon was going to help with this. Ms. Amidon said she was going to hand out maps but asked Mr. Flynn to first state the importance of defining a service boundary with the legislative change. Ms. Mettlen



added that the maps are for “reference only”, and they will be returned to Ms. Amidon at the end of the meeting (*not included in these minutes*).

Mr. Flynn said full county boundaries would normally be assigned if an entity has the taxing authority, and people are being burdened with the taxes to support the system but not receiving those services; however, this does not apply here, because the Sewer Authority does not have the taxing authority. Therefore, the service area needs to be limited to those areas where service is provided, which would include the current Member Cities’ service areas.

Mr. Flynn added that the introduction of Oconee County adds a unique element, as there are people in the county not receiving service. Identifying what this looks like, and getting someone the opportunity to serve on the board without having the opportunity to be a sewer customer is a unique situation to work through. He said the best approach is to limit the service area to those people who receive retail services from the organization.

Mr. Flynn stated that the appointive index will identify the various service constituencies based on how many members are within a particular area; the determination would be based on relative percentages rounded up to the nearest whole number.

Ms. Schneider asked by identifying a service area of the areas receiving retail service, if a new industry or subdivision wants to come online outside that area, would it be annexed in based on approval of the county, or how would the service area be enlarged? Mr. Flynn said it would have to be hardwired to a permit served or run through the Oconee County; there is not real clear designated Authority. The Joint Agency Act contemplates that it is just the systems that are otherwise controlled. It’s not an issue now under the Act, because the territorial area doesn’t matter as members appoint the members they want to appoint. With what is being proposed, it changes the way things currently work. Mr. Eleazer asked if the service area could be defined as where they are receiving service or within a certain radius of existing infrastructure; Mr. Flynn replied that this would probably be the best result as it avoids someone having to make an independent discretion.

Ms. Amidon explained what the 5 pages of maps represent based on the 20-Year Master Plan that was done (including projected growth areas, proximity to corridors, where the public wanted to see growth, the areas for prioritization on commercial and industrial facilities, and proximity to existing sewer infrastructure), the natural drainage basins within the county, and the five (5) council districts. Mr. Stilwell asked if there were five (5) districts for the five (5) commissioners; Ms. Amidon said yes for those five (5) to be chosen by the Governor. Mr. Stilwell suggested no subdistricts like Greenwood County is.

Ms. Schneider apologized for missing the last meeting but asked if electing members at large off the table. Mr. Jones said, although he couldn’t remember what the issues were, after determining who was eligible to be elected, it was the consensus that it would be challenging to elect at large; however, it will still be written into the legislation as an option, but it is not a preferred recommendation. Mr. Flynn added that you must comply with the constitutional provisions and have equal voting (one man, one vote). He was not saying this can’t happen, but it adds a layer of complexity that will have to be resolved legislatively. Ms. Mettlen asked if you change the word “elected” to “appointed” at large, would that get us further? Mr. Flynn replied yes, because then you don’t have a “one man, one vote” issue and just have an equitable distribution issue (providing there is an applicable appointment mechanism).

Ms. Amidon asked how you avoid all five (5) members being from the same area if you don’t have districts. Mr. Stilwell said the delegation must do that. Mr. Jones asked if there could be something hardwired into this process for the delegation to follow, or a recommended process to follow. Ms. Schneider thinks it would be hard for legislation to be passed if the delegates were provided with even more guidance. She added that the delegates do not want to be bound. Mr. Jones said the board could always build this into their own policy; Ms. Schneider added that they could determine what makes a viable candidate to submit for consideration.

Mr. Eleazer asked Mr. Flynn if there were some guidelines in another policy that defined what the qualifications are for the candidates to be eligible. Mr. Flynn said it states commissioners must hold the qualifications of an elector (meaning they are a resident of Oconee County in the area served by the Authority). Ms. Amidon asked if the Authority could define how far away from the service line (a block or a mile) an elector may be; Mr. Flynn said yes, the language is broad right now, so it is flexible.

Ms. Schneider said she hopes that the recommendation is not just to solve the legislation problem but also builds the opportunity for the next question: when the next customer wants to come online that is outside of the service area, what is the mechanism that allows for that adjustment? Mr. Jones said it should be up to the entity to make these decisions. There was some additional discussion about how Anderson County would factor into this.

Mr. Eleazer said he hadn't thought much about this but asked if it was decided the service area was 1 mile from the sewer line, and a customer wants to come online 2 miles away but is willing to build their own treatment system, do they become a provider? Mr. Jones said it makes the most sense not to draw a radius but figure out the watershed boundaries. Ms. Mettlen said there already is a board adopted Master Plan where the service area is. Mr. Eleazer asked if the watershed boundaries could be set up as the service area. Mr. Jones recommends that is what the Authority should do, as well as hardwiring in some road corridors.

Mr. Jones asked if everyone feels it is a good idea to designate the service boundaries (not countywide). Mr. Flynn reminded everyone that this committee doesn't get to design it; it must be designed in the general statute that gives the Authority the opportunity for the map to be permissible. The committee needs to think of ways to provide general legislative language into the statute that identifies the watershed boundaries as the justifiable area for service. This will be complicated with the appointment methodology if you deviate solely from the folks who are receiving service from the system.

Ms. Schneider and Ms. Amidon stated it could be for those in the service area rather than those receiving service. Mr. Flynn asked who defines the service area? He added that this must be generally applicable because it comes through the Joint Agency Act. Someone must define the service area when it goes from a membership methodology to gubernatorial methodology.

Mr. Jones said he was still a little confused as to whether this was going to be appointed by the Governor based on a determined service boundary, and if so, what the boundary is going to be. Mr. Flynn replied that the cleanest and easiest is that only those receiving service from the Joint Agency can be members of the Joint Agency. Ms. Brock said that is too limiting. Mr. Flynn added that as new service is received, they can become members, because they are now in the service area.

Mr. Jones asked how do you determine who the five (5) board members are, and whether they could be from the same municipal area. Mr. Flynn stated that currently it is based on an appointive index based on the number of people on the system; however, this is subject to change.

Ms. Myers said she thought it was previously discussed that the Member Cities still wanted to have a say in the transition of appointing someone – or recommending someone to the delegation. She said if this is taken out, she is not sure the Walhalla City Council will be in support of moving forward. Mr. Willett said you cannot stop the Member Cities from recommending someone to the delegation, but the delegation doesn't necessarily have to pick that choice. Mr. Bentley said you cannot pin the delegation down on a candidate. Ms. Myers said she understood that, but if everything is taken away from the City, there may be a problem. Ms. Schneider stated that the City wouldn't own the system anymore. Ms. Myers said she didn't know, but if the City Council sees everything taken away, they may not even be open to consolidation as the two are tied together. She said she is trying to anticipate a problem before it starts.

Mr. Jones said if there is no support to do this, this all falls apart. He said he would challenge the Member Cities to ask why they feel like they need direct influence over the agency. Mr. Bentley asked what impact it would have. Mr. Jones said what risk would they have? Ms. Schneider added



they wouldn't own or operate the system. Ms. Myers replied the customers would be the Cities' constituents, and everything is political.

Ms. Schneider asked what goes into Anderson County right now. Ms. Brock stated that the person from Anderson County who was discussing this is no longer there, and she hadn't heard from them since. Mr. Eleazer replied there is nothing in Anderson County right now, but the OJRSA has been approached by developers about it. The developers have been told to contact Anderson County directly to see if they will help get sewer to them.

Ms. Schneider added that when you get the multiple delegations, it adds a bit more complexity. Mr. Jones said if the reconstitution cannot be figured out, it could be a step where delegation makes the new entity a multi-county entity which would overcome a lot of hurdles. Mr. Eleazer said the Anderson part could be figured out later whether they want to come in or be served by contract. Mr. Willett said if Anderson were to become a contractor, there would be the same problem with them as there is now with the Member Cities. Mr. Eleazer said they would not have representation on the board. Mr. Willett said he understood that, but when it comes to controlling the flow and that collection systems are not equitable right now. Mr. Eleazer spoke about how ReWa mandates that other sewer providers served by ReWa meet their requirements and added there are mechanisms in place right now that would allow the OJRSA to address that.

Ms. Brock said there was discussion in the minutes about a transitional committee, and she said it seems to be skipped over now. She said this would appease some of the Member Cities to hand their assets over now or at least release control, as there are elections at city and county levels that could offer a diluted process rather than it all at once. Ms. Myers said it is a big jump going from having one (1) representative from each city to nothing. Mr. Jones said the purpose is not to say how to get there but rather where the Authority needs to be; once the recommendation is made, the current board can figure out how to get there.

Ms. Mettlen asked what Ms. Brock envisions the transitional committee to be and whether it was to replace the current board. Ms. Brock answered yes, and said it would take things out of the hands they are currently in. She said that although she doesn't have a hand in it right now, she wouldn't be on the transitional committee. Ms. Brock added this is new, so parameters can be added as it goes along. It would give each Member City a comfort level knowing someone is on the board to stop the process as it is right now and move them forward to the next process rather than elect a man off the street to flip the coin completely over.

Mr. Bentley said there was also discussion about having someone "shepherd" the process, and he asked if this transitional committee would do that; Ms. Brock answered yes. Mr. Bentley asked how the transitional group would let go any different than the current group; Ms. Brock replied they would have a defined term. Mr. Bentley said he meant as in giving up the assets and control; Ms. Brock replied its purpose would be transition where right now there is no purpose to transition.

Mr. Jones asked Mr. Flynn if there is a legal way to do this, or would it take a legislative change to do it. Mr. Flynn said this adds an extra level of complexity into the general legislation that does not currently exist. The statute does not contemplate a reconstitution of an existing entity, and the idea of a temporary Ad Hoc or transitional committee would have to be layered in as an additional authorization in the statute.

Mr. Bentley asked if the committee could just be a part of the existing Authority that is done internally. Ms. Amidon stated the SWAG agreement would need to be redone. Mr. Flynn replied that it could be an Ad Hoc Committee similar to this one where it is a transitional committee that makes recommendations and could be set up where it can potentially qualify under whatever methodology the governor is going to appoint, and then can get "a wink-and-a-nod" from the senator that says the transitional members are also going to be the first members of the organization (theoretically killing two birds with one stone). Otherwise, there would need robust language to add this transitional committee that does not exist in the statute.

Mr. Stilwell asked if the existing members could add the County right now. Mr. Flynn replied yes. Mr. Stilwell said if they added the County this summer, there would be a two (2)-year transition de facto.

Ms. Schneider said until the entities are willing to give up their assets, the things that need to be fixed will never get fixed. There will be failing systems and challenges. Ms. Schneider stated, "If the idea is to hold control, and I understand why politicians do that; believe me, I get it. I'm going to tell you then they are voting for a path to continue not having an effective sewer system in Oconee County." She added, "Tomorrow will be as effective as yesterday," if the collection systems continued to be owned by the different partners operating independently under a board of its own members.

Mr. Bentley said the committee's job is to figure out what the best system is long-term and what the structure should be in the next twenty (20) years, but what is being argued now is how involved this committee should be and what the interim steps are to get there. Ms. Brock said the committee should start a dilution process with the board change. She said that she believes everyone wants the long-term benefits. Mr. Parris said he didn't feel like everyone understands what the benefits are, as they are looking at giving up the system and losing control over the rates even though they don't really have control over the rates now. They will be better off in the long run with spreading it out over the whole system, which will lower the costs, but they don't understand that. He suggested that this somehow be relayed to each Member City. Mr. Jones said there has been a study on the table for a long time now and asked if no one explained it to them. Mr. Jones said it makes no sense for them to keep a system they don't want to own in the first place; if you own the system, you must own the responsibility that goes along with it.

Mr. Eleazer spoke about the OJRSA's enforcement on the sewer systems. He stated that the OJRSA encourages them to budget and rehabilitate their systems, but it isn't clear how hard the OJRSA can push those upstream systems to correct the issues. Mr. Parris said it isn't an option not to push. Mr. Eleazer said the state expects the OJRSA to step in on their behalf and enforce this.

Mr. Willett asked what the problem would be with going back to gubernatorial appointments, using the appointed index, and allowing Walhalla and Westminster to appoint a single member and Seneca two members with the recommendations from those entities right now for a transition committee? Then trust the delegation to do what they need to do in the future with the guidance of the appointed index as it provides a tighter alignment with the Joint System Act. Mr. Jones said he didn't think this committee needed to spell all of this out.

After a bit more discussion, Ms. Mettlen said there would be no appointive index and it will be called an "initial" board instead of a "transitional" board; Ms. Brock agreed. Ms. Mettlen said there was discussion about the board adding a member from Oconee County now. Mr. Eleazer asked if that would make a ten (10)-person board. Mr. Parris asked if the requirements set aside for an elector would apply to the transition committee, because if it does, it would wipe out most of the current board members.

Mr. Jones added he is going to poll for support in a few minutes. Mr. Jones said regarding the recommendation, there will be some language added to allow for interim leadership to get to the final leadership. Mr. Eleazer suggested that there be a compromise to avoid losing votes. Mr. Jones said the recommendation will be that there will be an interim solution that ensures representation from the current members based on the appointive index. Mr. Willett said moving to the appointive index could disqualify most of the existing board members. Ms. Mettlen asked if the appointive index should be removed and it just say appointed. Mr. Parris said yes. Ms. Brock withdrew her word "transition" and asked to make it "initial" instead. Ms. Mettlen added Oconee County has to be added before the reconstitution to get the initial board.

- 3. Review Committee Member Support for Proposed Recommendation** – Mr. Jones read over the bullets again and summed up the discussion about the initial board with the County seat added.



Mr. Jones asked, in response to a previous discussion, if there should be a timeline. Mr. Eleazer said that Mr. Bronson, OJRSA board chairman, mentioned this and asked if Mr. Flynn, Mr. Jones, and Ms. Mettlen could discuss this collectively and develop an idea of what the timeline could be at the next meeting. Mr. Eleazer asked Mr. Flynn to send out some information as to what would need to go into the timeline. *Although Mr. Flynn was still on the Teams meeting, he did not respond.* Ms. Mettlen said she would reach out to him.

Mr. Jones polled committee members on what they supported based on a list of five (5) levels of support that Ms. Amidon displayed on the monitor. The list was as follows:

- 1) Full Endorsement;
- 2) Endorsement - with minor points of contention;
- 3) Endorsement – with major points of contention;
- 4) Stand Aside – with major reservations (requires changes); and
- 5) Withdrawal (complete disagreement).

Ms. Amidon said each vote means the member supports it at such a level where they will educate those who must vote on it; this is super critical. Mr. Jones asked each committee member individually where they were in their support of the recommendation. The answer was: Mr. Willett selected item #1; Mr. McLane #1 (after stating that his council and mayor would want some input); Ms. Brock #1 (providing the language suits the needs and concerns); Mr. Parris #1; Ms. Schneider #1; Mr. Eleazer #1; Ms. Myers #1; Mr. Stilwell 0.5 (essentially #1); and Mr. Jones #1.

Ms. Mettlen said she will meet with Mr. Flynn next week to work on the draft recommendation further.

**4. Committee Action Items – None.**

**5. Consider Posting Meeting Minutes to the OJRSA Website Upon Approval by the Ad Hoc Committee** – Mr. Eleazer stated that it takes almost two (2) months to post the minutes from the Ad Hoc Committee meetings to the OJRSA website for the public to view, because the Committee approves them the following month, and then it is an additional month before the OJRSA Board accepts them. It was requested to post them prior to the OJRSA Board approval. The F&A Committee was okay with this as long as the Ad Hoc Committee permitted it.

*Ms. Brock made a motion, seconded by Ms. Myers, to permit the Ad Hoc Committee Meeting minutes to be posted on the OJRSA website after committee approval but prior to acceptance of the OJRSA Board. The motion carried.*

**E. Public Comment Following Committee Discussion and Action Items** – Mr. Adams stated that he remembered in the fall when Ms. Mettlen presented the Regional Feasibility Study recommendations. He said there were other recommendations made, including if this doesn't work out, it could be turned over to another entity. He doesn't know how this will work out, but he prays for everyone.

**F. Upcoming Meetings**

- 1. Operations & Planning Committee** – Wednesday, May 21, 2025 at 8:30 a.m.
- 2. Finance & Administration Committee** – Tuesday, May 27, 2025 at 9:00 a.m.
- 3. Board of Commissioners** – Monday, June 2, 2025 at 4:00 p.m.
- 4. Sewer Feasibility Implementation Ad Hoc Committee** – Thursday, June 12, 2025 at 9:00 a.m.

Ms. Brock requested the date be changed as she has a conflict. It was agreed to move the meeting to Monday, June 19, 2025 at 9:00 a.m.

**G. Adjourn** - The meeting adjourned at 10:58 a.m.

Approved By: \_\_\_\_\_  
Joel Jones  
Committee Chair

Date Approved: \_\_\_\_\_

Approved By: \_\_\_\_\_  
Lynn M. Stephens  
OJRSA Secretary/Treasurer

Notification of the meeting was distributed on April 11, 2025 to *Upstate Today*, *Anderson Independent-Mail*, *Westminster News*, *Keowee Courier*, WGOG Radio, WSNW Radio, City of Seneca Council, City of Walhalla Council, City of Westminster Council, Oconee County Council, SC DHEC, [www.ojrsa.org](http://www.ojrsa.org), and posted at the OJRSA Administration Building.





## Ad Hoc Sewer Feasibility Implementation Committee

OJRSA Operations & Administration Building

Lamar Bailes Board Room

May 8, 2025 at 9:00 AM

*This advisory committee was established by the OJRSA Board of Commissioners at its November 4, 2024 meeting to consider recommendations and report to the OJRSA Board and Oconee County as identified in the [Regional Feasibility Planning Study](#) as adopted by the OJRSA on September 9, 2024. The committee can neither create policy nor make decisions on behalf of the OJRSA or other wastewater service providers within the area. See the study at [www.ojrsa.org/info](http://www.ojrsa.org/info) for more information.*

*OJRSA commission and committee meetings may be attended in person at the address listed above. The OJRSA will also broadcast meetings live on its YouTube channel at [www.youtube.com/@OconeeJRSA](http://www.youtube.com/@OconeeJRSA) (if there is a technical issue preventing the livestreaming of the meeting, then a recording will be published on the channel as soon as possible). For those not able to attend in person, then the OJRSA Board or Committee Chair will accept public comments by mail (623 Return Church Rd, Seneca, SC 29678) or at [info@ojrsa.org](mailto:info@ojrsa.org). Comments must comply with the public session instructions as stated on the meeting agenda and will be received up until one hour prior to the scheduled meeting. If there is not a public session scheduled for a meeting, then comments shall not be accepted.*

### Agenda

- A. Call to Order** – Joel Jones, Committee Chair
- B. Public Comment** – Receive comments relating to topics that may or may not be on this agenda. Session is limited to a maximum of 30 minutes with no more than 5 minutes per speaker.
- C. Approval of Minutes**
  - Ad Hoc Sewer Feasibility Implementation Committee Meeting of April 10, 2025
- D. Committee Discussion and Action Items** – Joel Jones, Committee Chair, unless otherwise noted
  1. **Review Draft Recommendations for Reconstitution and Discuss Next Steps** – Review the revised draft reconstitution memo with the next steps outlined for reconstitution of the Joint System and conveyance of the Members' collection systems to the Joint Authority and discuss next steps
  2. **Discuss District Boundary Options** – Reconstitution of a new sewer authority will require defining a service area for proposed management purposes and appointing board members. Options for this will be presented and discussed.
  3. **Review Committee Member Support for Proposed Recommendation** – A successful recommendation will need the support of all stakeholders party to this process. Discussing their willingness to endorse the recommendation is an important step in finalizing the recommendation.
  4. **Committee Action Items** – Discussion among committee members regarding making final recommendations for steps forward towards reorganization, consolidation, and other matters relevant to this committee.
  5. **Consider posting meeting minutes to the OJRSA website upon approval by the ad hoc committee** – Chris Eleazer, Committee Member
- E. Public Comment Following Committee Discussion and Action Items** – Session is limited to a maximum of 30 minutes with no more than 5 minutes per speaker.
- F. Upcoming Meetings** *All meetings to be held in the Lamar Bailes Board Room unless noted otherwise.*
  1. Operations & Planning Committee – May 21, 2025 at 8:30 AM
  2. Finance & Administration Committee – May 27, 2025 at 9:00 AM
  3. Board of Commissioners – June 2, 2025 at 4:00 PM
  4. Ad Hoc Sewer Feasibility Implementation Committee – June 12, 2025 at 9:00 AM
- G. Adjourn**



NAME (Print)

## ORGANIZATION

Oconee County

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Ardurra

City of Surrey

Boltan & Mark

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ACOG

city of Westminster

Planes

City of Walhalla





## REGIONAL SEWER FEASIBILITY STUDY

### Draft Reconstitution Recommendations for Discussion May 8, 2025

*Items in italics to be further discussed at the May 8<sup>th</sup> Meeting*

#### Governance Structure

- The Authority shall be reconstituted to include the County as a Member.
- Reconstitution shall provide that the Authority shall have the power to provide retail sewer services within its service area.
- Current member collection systems shall be consolidated into one system to be owned and operated by the Authority.\*
  - Equitable rate structure to be developed and deployed
- The governing body of the Authority shall be a five-member board of commissioners (the “**New Commission**”). Draft legislation has been proposed to amend the Joint Authority Act to permit new methods for appointing or electing commissions. The recommended path forward is as follows:
  - Full appointment of the New Commission by the Governor, upon the recommendation of the legislative delegation from Oconee County based upon an appointive index of total customers
    - *Service Area and district boundaries TBD (for discussion May 8<sup>th</sup>)*
    - *Language that clarifies changes to the service area and district boundaries should be clearly defined*

#### Voting Mechanism

- General matters shall be determined as one vote per commissioner
- *Weighted voting as an option for finance-related matters TBD pending district boundaries. Note, this may not be necessary if the Members are not appointing the Commissioners.*

\*Note, with consolidation the following items are resolved or no longer needed:

- Operating Agreement
- Expansion & debt parameters
- Addition of New Members

**Next steps:**

- State legislation changes to permit the governor appointed board of commissioners
- Evaluation and valuation of the collection systems (including debt), terms finalized, transfer of collection system to the Authority
  - o Opportunity for funding assistance
- Rate restructuring with added collection systems
  - o Opportunity for funding assistance