



## COUNCIL MEETING AGENDA

Tuesday April 19, 2022

6:00pm

West Pelzer Municipal Center

30 Main Street

- I. INVOCATION/PLEDGE OF ALLEGIANCE
- II. CALL TO ORDER
- III. APPROVAL OF MEETING MINUTES
  - a) March 8, 2022 Council Meeting
- IV. PRESENTATIONS AND REPORTS
  - a) Paula Payton - Clerk's Report
  - b) Chief Stoller - Police Department Report
  - c) Poet Laureate James Campbell - "What is Love" Poetry Contest
  - d) SCDOT Commissioner Pam Christopher - School Zone
- V. CITIZEN COMMENTS (sign up required / max 3 minutes)
- VI. OLD BUSINESS
  - a) Second Reading of Ordinance No. 2022-0208 "AN AORDINANCE TO AMEND THE ZONING ORDINANCE TO CLARIFY COMMERCIAL ZONING ALONG MAIN STREET"
- VII. NEW BUSINESS
  - a) First Reading of Ordinance No 2022-0419 "DUKE FRANCHISE AGREEMENT"
  - b) First Reading of Ordinance No 2022-0419.1 "AMENDMENT TO 2021/2022 BUDGET"
  - c) Resolution No. 2022-0419.2 "RESOLUTION TO AUTHORIZE THE PAYOFF OF GREENVILLE WATER BUY-IN AGREEMENT DATED FISCAL YEAR 2015-2016"
- VIII. REQUEST BY COUNCIL
- IX. EXECUTIVE SESSION
- X. ADJOURNMENT



## COUNCIL MEETING MINUTES

Tuesday April 19, 2022  
6:00pm  
West Pelzer Municipal Center  
30 Main Street

Those present: Mayor Blake Sanders, Council Members Jim Riddle, Jeff Lee, Pat Alexander and Johnny Rogers; Town Attorney Carey Murphy, Town Clerk Paula Payton and Chief Scott Stoller.

### INVOCATION/PLEDGE OF ALLEGIANCE – Mayor Sanders

### CALL TO ORDER – Mayor Sanders 6:01pm

### APPROVAL OF MEETING MINUTES - March 8, 2022 Council Meeting

Councilman Lee made a motion to approve, 2<sup>nd</sup> by Councilwoman Alexander; all were in favor.

### PRESENTATIONS AND REPORTS

Paula Payton - Clerk's Report - see attached

Chief Stoller – Police Department Report – see attached

Poet Laureate James Campbell - Poetry Contest Winners: Runner Up – Larson Quill; Winner – Michelle Jones

SCDOT Commissioner Pam Christopher – School Zone – see attached

### CITIZEN COMMENTS (sign up required / max 3 minutes) - None

### OLD BUSINESS

Second Reading of Ordinance No. 2022-0208 "AN AORDINANCE TO AMEND THE ZONING ORDINANCE TO CLARIFY COMMERCIAL ZONING ALONG MAIN STREET"

Clerk's Comments: first reading was at the March 8, 2022, meeting; The Town has identified multiple zoning classifications in the Main Street area that conflict with land uses, permitted uses, setbacks, signage, parking and other zoning matters; This ordinance will amend article 5 District Regulations of the Town of West Pelzer Zoning Ordinance to allow by Special Exception only the listed uses for tax map parcels that are adjacent to Main Street. Councilman Lee made a motion to approve second reading, 2<sup>nd</sup> by Councilman Riddle; all were in favor.

### NEW BUSINESS

First Reading of Ordinance No 2022-0419 "DUKE FRANCHISE AGREEMENT"

Clerk's Comments: Duke Franchise Fee Agreement; Every ten years the Town and Duke review and make changes if needed, or requested by either party; The agreement allows the Town to receive 5% of Duke Energy's gross electric receipts from the sale of electricity within the corporate limits of the Town of West Pelzer; This revenue assists with public lighting expenses throughout Town, including Chapman Park, Main Street and O'Dell Community Center; Second Reading will be scheduled for the May 8, 2022, Council meeting.

Councilman Riddle made a motion to approve first reading, 2<sup>nd</sup> by Councilman Lee; all were in favor.

First Reading of Ordinance No 2022-0419.1 "AMENDMENT TO 2021/2022 BUDGET"

Clerk's Comments: Ordinance to amend the current 2021/2022 budget to accept funds in the amount of \$349,048.28 from Renewable Water for transfer of the Town-wide public sewer system and transfer/pump stations; Second reading will be scheduled for the May 8, 2022, council meeting.

Councilman Lee made a motion to approve first reading, 2<sup>nd</sup> by Councilwoman Alexander; all were in favor.

Resolution No. 2022-0419.2 "RESOLUTION TO AUTHORIZE THE PAYOFF OF GREENVILLE WATER BUY-IN AGREEMENT DATED FISCAL YEAR 2015-2016"

Clerk's Comments: This will pay off the 2015 buy in agreement for 100,000 gallons of daily water capacity; This will allow more options for utility billing rates in the future.

Mayor Sanders made a motion to approve, 2<sup>nd</sup> by Councilman Lee; all were in favor.

#### REQUEST BY COUNCIL

Councilwoman Alexander – none

Councilman Lee – none

Councilman Rogers – none

Councilman Riddle – none

Mayor Sanders – Extended thanks to the SCDOT, Duke Energy, Highway Patrol and West Pelzer Fire Department for all their help with the accident on Main Street Easter morning;

Through Council allocation of ARPA funds Main Street will soon receive new landscaping and radio read meters will be installed throughout Town beginning Thursday April 21, 2022;

Please come out on Saturday April 30, 2022 to help with the Town-wide Clean up.

#### EXECUTIVE SESSION - none

#### ADJOURNMENT

Mayor Sanders made a motion to adjourn at 6:34pm, 2<sup>nd</sup> by Councilman Lee; all were in favor.

Minutes prepared by:

*Paula H. Payton, MMC*

Town Clerk



[www.westpelzer.com](http://www.westpelzer.com)

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To: Mayor Sanders and Council

From: Paula H. Payton, CMC

Subject: Clerk's Report

Date: April 19, 2022

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*The following are updates and information related to activities in the Town of West Pelzer and/or upcoming events. Please contact me with any questions that you may have related to these items. [ppayton@westpelzer.com](mailto:ppayton@westpelzer.com) or 864-947-6297 ext. 101*

#### **Administration**

- Department Work Session was held March 18, 2022
  - Department heads discussed their daily duties, struggles, successes and future needs
  - Mayor Sanders and Councilman Lee attended
- The Quarterly Department Meeting was held April 2022 was postponed
  - I will be meeting with Department Heads one-on-one to discuss budget requests
- Training – March 2022
  - Paula Payton – completed the MASC Business License Officials course
- Committees
  - Community Connections Committee (CCC)
    - Sub-committee of Criminal Justice Coordinating Council
      - Municipal Representative
    - At their request, I have appointed three area representatives to the CCC
      - Belton – Chaplain Roy Lee Jones
      - Honea Path – Assistant to Mayor, Leslie Walker
      - Pelzer – Councilwoman Donna Ide

#### **Public Works**

- 23 work orders were completed in the month of March 2022.
  - Work Orders can be submitted online ([www.westpelzer.com](http://www.westpelzer.com)) or by calling Town Hall
- 2020 CCR Water Quality Report is available at [www.westpelzer.com](http://www.westpelzer.com)
- ReWa transfer completed March 31, 2022
  - Starting with the May 2022 billing customers will see a slight difference on their billing descriptions
    - ReWa – Collection
    - ReWa – T&T (trunk and treatment)
  - Customer will see **no change** in their service or rates

- Reminder - Sanitation will run as usual, unless notification is received, even on holidays
- Waste Industries dba GFL will pick up only GFL cans starting April 1, 2022
  - Citizens can contact GFL directly to add an additional can for a discounted rate of \$5 per month

### **Municipal Court**

Monies disbursed for March 2022

- General Fund ~ \$527.83
- Victim's Fund (Anderson County) ~ \$60.31
- State Assessment ~ \$845.99

### **Finance**

- March 2022 Budget
  - General Fund    Income \$25,071.60    ~    Expense \$27,218.14
  - Water/Sewer    Income \$69,361.57    ~    Expense \$88,492.88
  - Hospitality Tax    Income \$4,053.38    ~    Expense \$781.89
- Over Budget Items (YTD)
  - 01-7220-100 Dues & Subscriptions PD
  - 03-7195-000 SCDHEC Fees
  - 03-7290-000 & -200 Property Vehicle Liability
- Net Totals - YTD
  - +\$275,116.39





To: Mayor Sanders and Council

From: Chief Scott Stoller

Subject: Police Department Report

Date: April 1, 2022

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*The following are updates and information related to activities of the West Pelzer Police Department and/or upcoming events. Please contact me with any questions that you may have related to these items or anything else. I want your input!*

*sstoller@westpelzer.com or 864-947-6297 ext. 103*

#### Crime Stats

- Reports- 14
- Arrests- 3
  - Driving Under Suspension – 1
  - Threatening the life of a public official -1
  - Resisting arrest
  - Resisting with a deadly weapon
  - Speeding/No driver's license
- Tickets Written- 40
- Warnings- 16

#### Updates

- Reminder: If anyone needs to reach an officer for general information, they can call 864-947-6297 opt 5. **To make a report or request a response call Anderson County Dispatch 864-260-4444; If it is an emergency, please dial 911.**
- At this month's Anderson Area Crime Stopper's meeting, Sgt. Brandon Rogers was recognized for his recognition of an armed bank robbery suspect from a robbery in Greenville. This directly led to the successful and peaceful capture of this suspect. The suspect subsequently confessed to the Greenville armed bank robbery as well as another one in Pickens County. The money was also recovered as well as other evidence that we recovered from a search warrant executed at a home in West Pelzer.

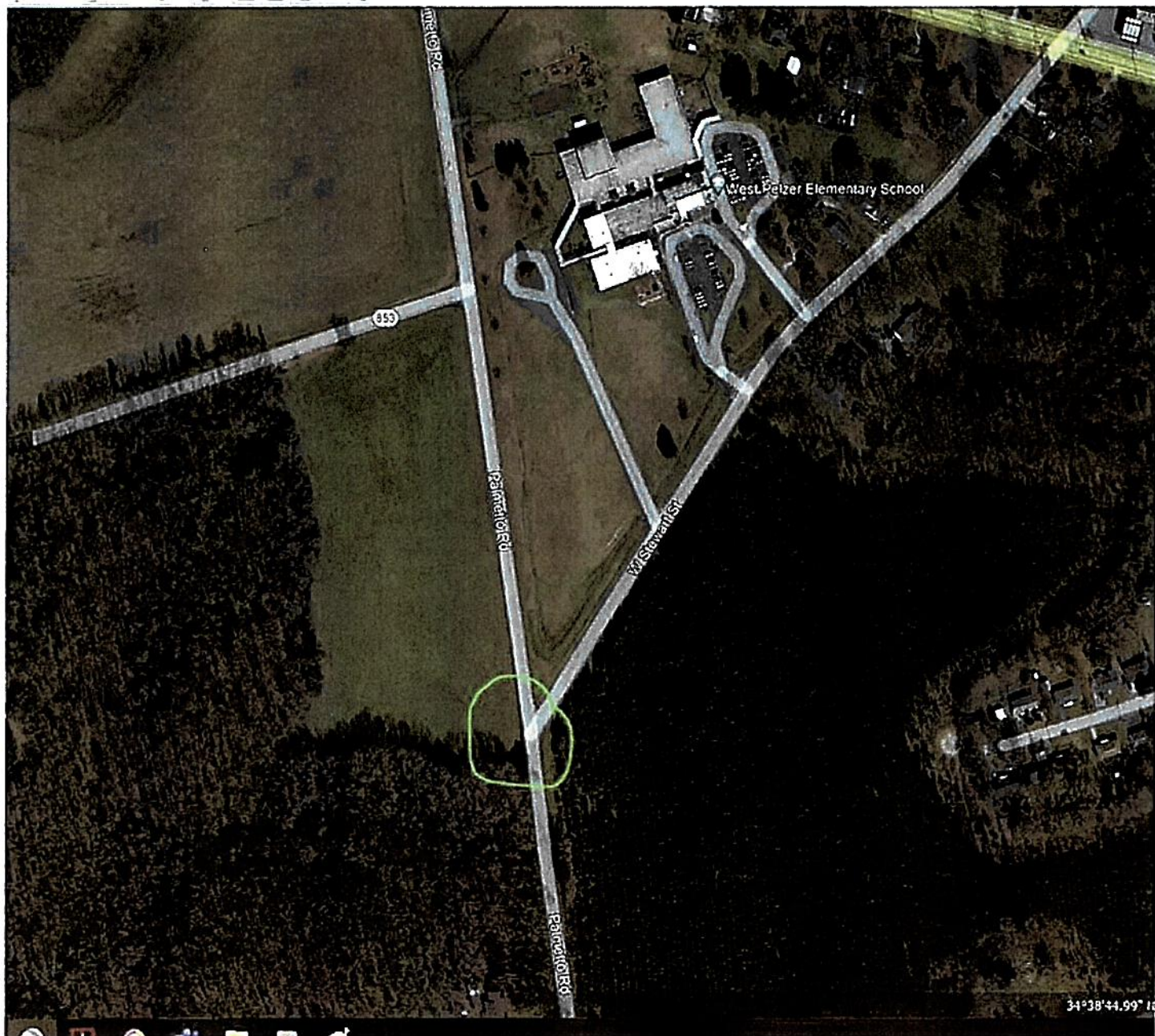
- Due to the above, Sergeant Rogers' successes, and dedication to our community and this agency, he has been promoted to the rank of Lieutenant.

## **Palmetto Road and the intersection with West Stewart Street in West Pelzer.**

In the next 30 to 60 days the community will see the reduction in speed limit from 45mph to 35mph. At that same time, the school speed limit zone will be installed but it will use time-of-day plates. The 25mph school speed limit (with higher fines) will be active here from 7:15-8:15am and 2:15-3:15 pm. This summer, SCDOT will install solar powered flashers for this school speed limit. So, the "guess work" for drivers will be eliminated...if the flashers are flashing, the speed limit is 25mph. See attached copy of sign diagram. This is what the signs will look like in the field.

With regard to the requested all-way stop on Palmetto Road at W Stewart Street; at this time, I do not recommend a change in current traffic control. The volumes on Palmetto are quite significant when compared to W Stewart. As development in the area continues, this is an intersection we can revisit to see if a change is warranted. Nick Rebovich, our SCDOT District Two Traffic Engineer has placed a note on his calendar to take another look and review the development and counts in 12 months.





SE-1-24  
Install  
R2-1-24-35

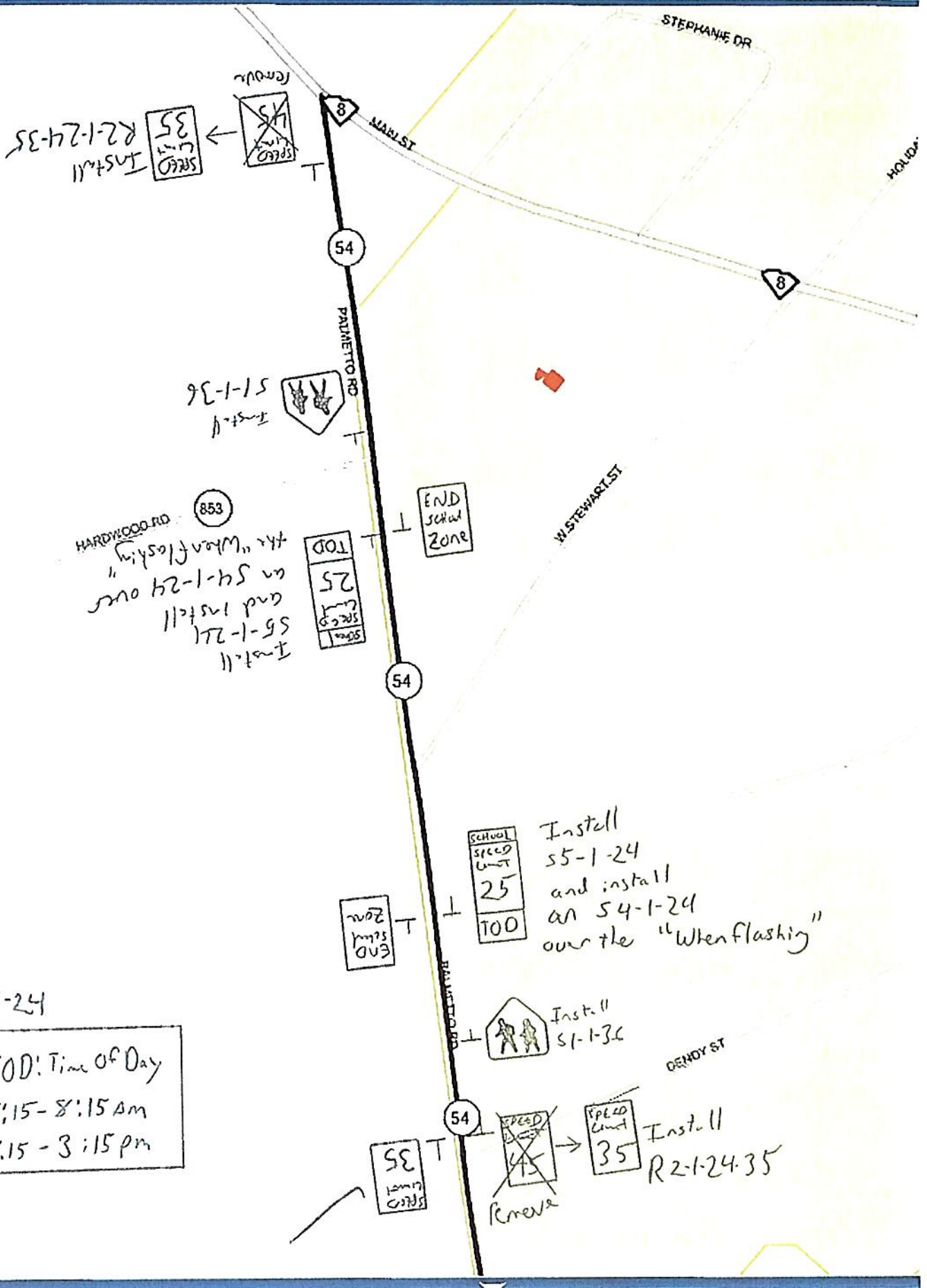
SE-1-15  
Install

HARDWOOD RD  
853  
"When flashing"  
on 54-1-24 over  
and install  
55-1-24  
Install

Install  
55-1-24  
and install  
an 54-1-24  
over the "When flashing"

54-1-24

\* TOD: Time of Day  
7:15 - 8:15 AM  
2:15 - 3:15 PM





County:	Anderson	City:	Pelzer	Date:	3/15/2022
Major Rt:	Palmetto Rd. * Not on State System	Minor Rt:	W Stewart St. * Not on State System		
Day of Week:	Tuesday	Weather:	Cloudy/Rain	Office:	District 2 EAV
Type of Control:	Stop Sign			Speed Limit (major st)	45
Direction of Minor Street:	E-W			Intersection ADT -	8760 (Calc)
Number of Lanes (major st)*	1			Number of Lanes (minor st)*	1 * Each Direction

[illegible]

# MULTIWAY STOP WARRANT ANALYSIS

Palmetto Rd. AT W Stewart St.

Date: 3/15/2022

Minor Street Volume, percent of total = 11.1%  
 Percent of Left Turns from Minor Street = 80.0%  
 Percent of Right Turns from Minor Street = 20.0%  
 WARRANT BASIS = 73%

## Warrant B - Crash Experience (Requires engineering analysis)

Total Number:	0	From:	1/1/2005	to	3/15/2022
Accident Rate	0.00	per million entering vehicles			
Types of Accidents	No. / Avg.			No. / Avg.	
Right Angle	0 / 0.0	Rear End		0 / 0.0	
Lost Control	0 / 0.0	Side Swipe		0 / 0.0	
Left Turn	0 / 0.0	Other		0 / 0.0	

## Warrant C - Vehicular Volume is met

Condition C.1 - Major Street Minimum Vehicular Volume is met

Average Major Street % of Warrant
532.0 / 210 = 253%

Hourly percent of warrant

	7:00 - 8:00	8:00 - 9:00	14:00 - 15:00	15:00 - 16:00
Major St.	329%	208%	196%	281%

Condition C.2 - Minor Street Minimum Total Volume is not met

Average Minor Street % of Warrant
66.3 / 140 = 47%

Hourly percent of warrant

	7:00 - 8:00	8:00 - 9:00	14:00 - 15:00	15:00 - 16:00
Minor St.	64%	30%	44%	51%

80% Combination of Conditions C.1 & C.2 is not applicable

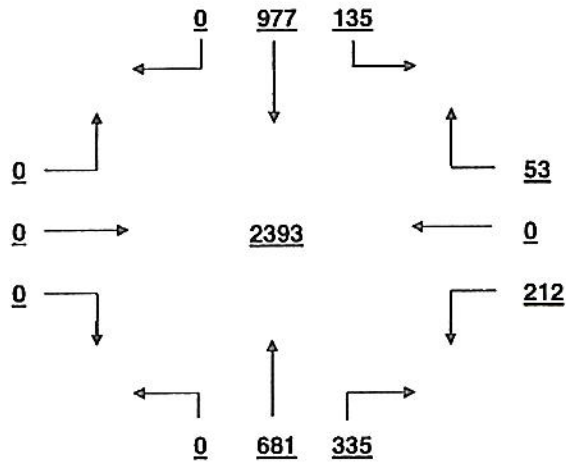
# TOTAL AND PEAK HOUR VOLUME DIAGRAMS

Palmetto Rd. AT W Stewart St.

Date: 3/15/2022

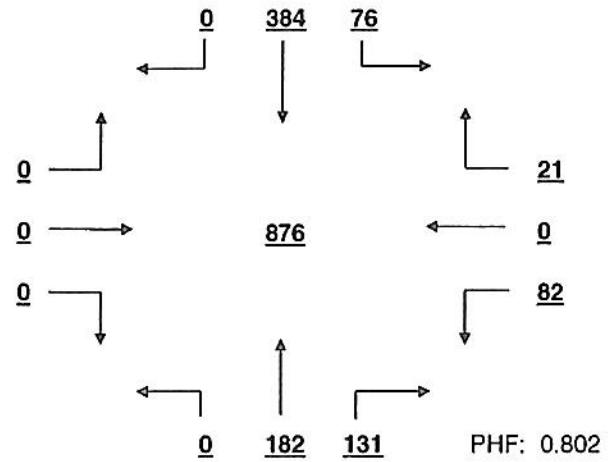
## 4.0 HOUR TOTAL VOLUME

FROM 7:00 TO 16:00



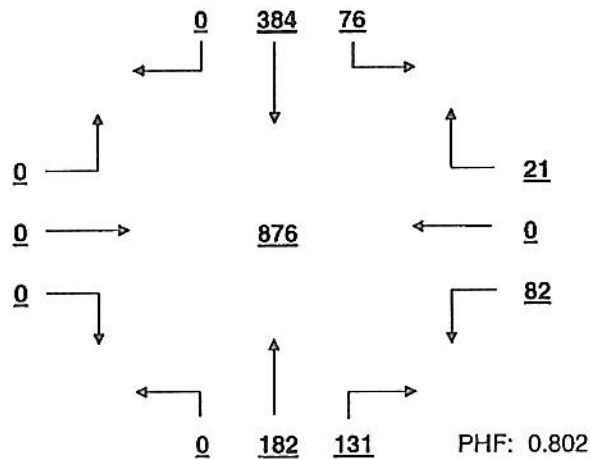
## OVERALL PEAK HOUR VOLUME

FROM 7:15 TO 8:15



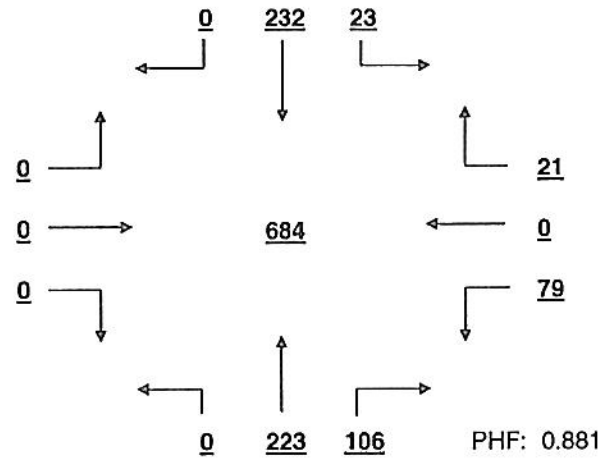
## AM PEAK HOUR VOLUME (0:00-10:45)

FROM 7:15 TO 8:15



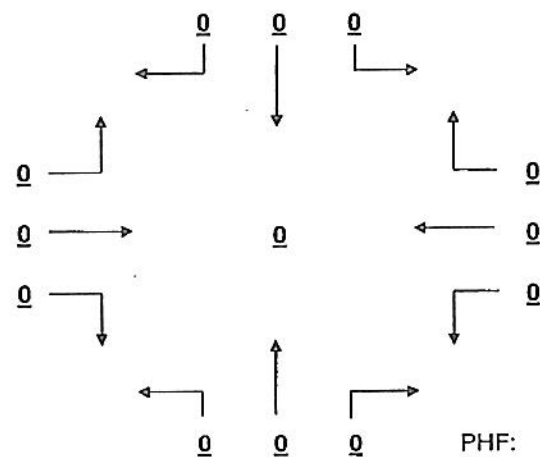
## PM PEAK HOUR VOLUME (14:15-23:45)

FROM 14:45 TO 15:45



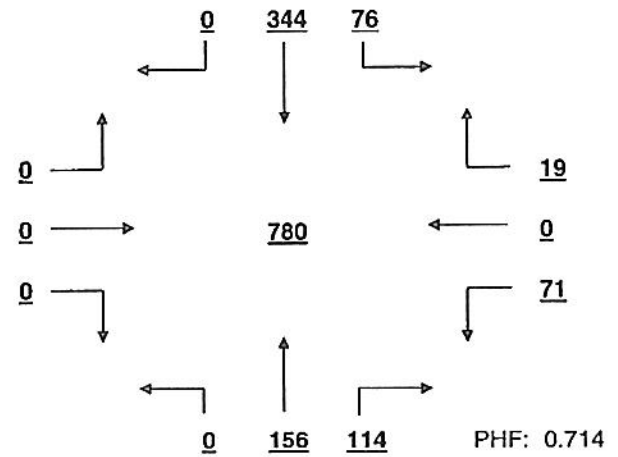
## MID-DAY PEAK HOUR VOLUME (11:00-14:00)

FROM 0:00 TO 0:00



## OTHER HOUR VOLUME

FROM 7:00 TO 8:00



**ORDINANCE 2022-0208**  
**AN ORDINANCE TO AMEND THE ZONING ORDINANCE TO CLARIFY COMMERCIAL ZONING**  
**ALONG MAIN STREET**

**WHEREAS**, the Town of West Pelzer is experiencing and anticipates that there will continue to be demand for development along Main Street.

**WHEREAS**, Town Council finds that the increase in the number of potential developments, specific to the central business district area, in the Town provides an opportunity to increase the quality of life in West Pelzer, via the impact that such development has on Town services, including, but not limited to, traditional Main Street development.

**WHEREAS**, the impact of Downtown has created the need to review, revise, and update the Town's ordinances and regulations related to land development, zoning, land use planning, and permitting, specifically along Main Street.

**WHEREAS**, Town Council hereby identifies there are multiple zoning classifications in the Main Street area that conflict with land uses, permitted uses, setbacks, signage, parking, and other zoning matters.

**WHEREAS**, pursuant to South Carolina law, a municipality may amend Zoning Ordinance after two readings which are at least one week apart.

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of West Pelzer, duly assembled and with a legal quorum, as follows:

1. Amend Article 5 District Regulations of the Town of West Pelzer Zoning Ordinance to allow by Special Exception only the following uses for tax map parcels that are adjacent to Main Street (SC Highway 8):
  - Junkyards
  - Automotive garages
  - Automotive repairs
  - Automotive services
  - Automotive sale lots
  - Automotive wash stations (car washes)
  - Check cashing services
  - Loan services
  - Tattoo parlors
  - Other uses not clearly identified in the Zoning District allowable uses or similar NAICS codes

Existing uses are defined by Business License Ordinance, North American Industry Classification System (NAICS) code, and are considered non-conforming uses at the time of adoption.



1<sup>st</sup> Reading: March 8, 2022

2<sup>nd</sup> Reading: April 19, 2022

A handwritten signature in blue ink, appearing to read 'B Sanders', written over a horizontal line.

Blake Sanders  
Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read 'P Payton', written over a horizontal line.

Paula Payton, MMC  
Town Clerk

STATE OF SOUTH CAROLINA                )  
CITY OF    )

**MUNICIPAL SERVICE AGREEMENT  
FOR THE PROVISION OF ELECTRIC  
SERVICE**

I. Ordinance No. 2022-0419

THIS MUNICIPAL SERVICE AGREEMENT FOR THE PROVISION OF ELECTRIC SERVICE (this "Agreement"), made and entered into this the \_\_\_\_ day of \_\_\_\_\_ (the "Effective Date"), by and between **Duke Energy Carolinas, LLC**, a North Carolina limited liability company, duly domesticated in the State of South Carolina ("Company") and the City of West Pelzer, a municipality incorporated under the laws of the State of South Carolina (the "City").

For Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and the City agree as follows:

1. As a payment for the rights enumerated hereinafter for the term of this Agreement, Company will pay to the City, during the term of this Agreement, on or before the sixtieth (60<sup>th</sup>) day following the end of each calendar quarter, a sum of money equal to five percent (5%) of Company's gross electric receipts from the sale of electricity using approved electrical rates, derived by Company from within the corporate limits of the City, for the previous calendar quarter. If the first period of service is less than a full calendar quarter, Company shall make the gross receipts payment to the City for that part of the calendar quarter the Agreement was in effect.
2. During the term of this Agreement, the City reserves the right to adjust the fee upon a vote by the City Council, and will provide one hundred twenty (120) calendar days' prior notice of such adjustment to Company.
3. The payment of the percentage of gross electric receipts as provided in Section 1 shall be in lieu of all occupation, license, gross receipts, excise, franchise and all other levies or taxes, however designated, and in full payment of all such money demands and charges on such accounts. The Company shall still pay ad valorem taxes on Company's property, and standard building permit fees in amounts established by the City through its ordinances, regulations and practices that are otherwise applicable.
4. The City hereby consents to Company's use of all public streets, avenues, alleyways, and public rights-of-way, however designated, for the provision of electric service to the City and its inhabitants and for the maintenance and operation of Company's facilities within the corporate limits, the City grants its consent to Company to construct and install, operate, maintain, renew, replace and repair its electrical distribution and transmission lines, poles, conduits, transformers, communications cables, and connections and services thereto, and to operate, maintain, renew, replace and repair any existing distribution and transmission lines, over, across, along and under the public streets, avenues, roads, alleys, and other public rights of the way in the City for the transmission, distribution, and sale of electricity and its own internal communications purposes, subject to the terms and conditions of this Agreement and any applicable municipal ordinances. PROVIDED, however, that no

consent is granted hereby for the use of any public streets, avenues, roads, alleys, or other public rights of way in the City for the construction of any transmission line unless that transmission line is specifically necessary for and will be used primarily as an integral part of the electric distribution system serving electricity within the corporate limits of the City, PROVIDED FURTHER, however, that in the case of any transmission line annexed into the City after the Effective Date of this Agreement, Company shall have the consent of the City to use the public streets, avenues, roads, alleys, or other public rights of way in the city for the continued maintenance and operation of such line. AND FURTHERMORE, that in the event of annexation of any territory into the City within which Company has filed with the Federal Energy Regulatory Commission or the Public Service Commission of South Carolina (the "Commission") for approval of the design, routing, siting, and construction of a transmission line not necessary for or intended to be used as an integral part of the electric system for provision of the electricity within the City limits and so long as Company agrees to minimize to the maximum extent possible any possible adverse impact within the City, and to perform the work in accordance with ordinances applicable to all other such construction and utility work within the City Limits, then no further consent of the City shall be necessary for the use of public streets, avenues, roads, alleys, or other public rights of way in that annexed territory for the construction, maintenance, and operation of that transmission line. The parties hereto may make additional contracts not in conflict with this Agreement for the furnishing of said electric energy in accordance with the state law, and under the rates and regulation of, or approval by, the Commission.

5. The Company's right to use public rights-of-way shall be non-exclusive. Should the City itself ever at any time construct, purchase, lease, acquire, own, hold, use, or operate a transmission or distribution system to supply electricity to itself or to others, or should the City grant to another provider of electric service the right to use public rights-of-way for the transmission or distribution of electricity, then all such occupants and users of the rights-of-way shall also be required to receive permission from the City for such occupancy and use and shall pay the same percentage fee on gross receipts as Company, so that Company will not be at a competitive disadvantage as a consequence of the fee required by this Agreement.
6. All work upon the streets and public rights-of-way of the City shall be done under the general supervision and in compliance with applicable ordinances of the City. All street pavement, sidewalks, curb, gutter, sewer, and storm drain facilities, and all appurtenances of any type which may be displaced by reason of such work shall be properly replaced and re-laid by Company to the reasonable satisfaction of the City. If the City or the State of South Carolina determines that it is necessary to reconstruct, widen, or relocate a road or other public right-of-way, the City may require Company at Company's sole expense to relocate its facilities then located in the public right-of-way to an acceptable alternate location within the public right-of-way, as reconstructed, widened, or relocated. If Company's equipment is located on a private property at the time relocation is required by the City's reconstruction, widening, or relocation of the public right-of-way, then the City shall pay for the cost of the relocation of any Company equipment located on private property. This provision on expense allocation shall not require the City to pay for the expense of relocation of facilities located on private property when the right-of-way change



is one requires by the State of South Carolina. Nor shall Company be obligated to incur expenses for the relocation of its facilities when the sole basis for relocation is the aesthetic preference of the City, unrelated to infrastructure improvement for public health and safety, or for project specific economic development.

7. In the event that Company's electric service shall be wholly or partially interrupted or suspended, or shall fail due to any cause reasonably beyond the control of Company and not due to its neglect, or in the event that Company shall deem it necessary to suspend said service for the purpose of inspecting its lines, substations, or other equipment, or making repairs or alterations thereto, Company shall not be obligated to provide said service during and such period of interruption, suspension, or failure, and shall not be liable for any damage or loss resulting therefrom.
8. It is expressly agreed that Company does not hereby contract to furnish power for pumping water for extinguishing fires. It is expressly agreed that Company shall not, in any event, be liable to the City for any loss or damage occasioned by fire which may result from the failure of Company to supply electric power to operate any pumping apparatus.
9. It is understood and agreed that this Agreement and all service rendered hereunder are subject to the Rules and Regulations of the Commission and the Service Requirements filed by Company with the Commission, as the same now exist, or any of them may be hereafter amended, modified, changed, or annulled in accordance with the laws and regulations thereto pertaining but only to the extent such rules and regulations may be applicable within municipal limits. All service rendered to the City by Company shall be in accordance with the Rate Schedules, Service Regulations, Underground Distribution Installation Plan, Municipal Overhead to Underground Conversion Plan, and underground plans and forms on file with the Commission.
10. Whenever Company owns real property which is outside the corporate limits of the City but which becomes eligible for annexation under any procedure authorized by the general law of the state, then this Agreement shall constitute written consent by Company for the annexation of its eligible property.
11. The initial term of the Agreement shall be ten (10) years, with an effective date of \_\_\_\_\_, \_\_\_\_\_, and a termination date of \_\_\_\_\_, \_\_\_\_\_ (the "Initial Term"). Thereafter, this Agreement will automatically renew in for successive five-year (5-year) increments, unless either party provides the other with written notice of non-renewal at least one hundred eighty (180) days prior to the date of the next automatic renewal (each a "Renewal Term," and the Initial Term and any Renewal Term or Renewal Terms shall be referred to collectively as the "Term"). Should such notice be given by either party, the parties agree to negotiate, in good faith, modifications to this Agreement. In any case this Agreement shall not be extended past \_\_\_\_\_, \_\_\_\_\_.
12. If the South Carolina General Assembly enacts legislation which deregulates or otherwise restructures the generation and distribution of retail electrical service in this state, then Company and the City agree to discuss modification to this Agreement. Failure to agree on

modifications between one hundred eighty (180) and ninety (90) days of the effective date of the legislation, will entitle either Company or the City to terminate this Agreement with ninety (90) days written notice to the other party. Upon the termination or expiration of this Agreement, all sums due to the City which have accrued but which have not been paid, shall become due and payable within sixty (60) days of the last day of the month in which termination or expiration occurs.

13. Implementation of this Agreement and the application of its terms shall be made in good faith by the parties and in accord with such additional terms they may mutually agree to in writing for that purpose.
14. As of the Effective Date, all prior Agreements of any other type, however designated, which relate to the provision of electric service by Company to the City or which pertain to the use of public right-of-way within the City shall become null and void, except to the extent the provisions contained therein are separately renewed in this Agreement or in any collateral Agreement permitted by this Agreement.
15. Whenever this Agreement requires or permits that notice be given by one party to another, such notice shall be in writing and deemed given (a) when delivered in person to the other party; or (b) when deposited with either a nationally recognized courier or the U.S. Postal Service, addressed as follows:

City: Town of West Pelzer  
Attn: Mayor Blake Sanders  
30 Main Street  
West Pelzer, SC 29669

Company: Duke Energy Carolinas, LLC  
Attn: Richard Jiran  
40 West Broad Street  
Duke Energy Business Office  
Greenville, SC 29601

With Copy to:

Office of the General Counsel  
Attn: Christopher King  
550 S. Tryon Street, DEC45A  
Charlotte, NC 28202

16. This Agreement shall be governed by the laws of the state of South Carolina without regard to the conflicts of law provisions therein.
17. This Agreement contains the complete understanding of the parties and shall supersede any prior and contemporaneous communications, agreements, and assurances related to the

subject matter of this Agreement. Any modification of this Agreement must be agreed to in writing and signed by the parties.

18. The failure of Company or the City in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision or covenant.



**IN WITNESS WHEREOF**, this Agreement has been duly executed by City and Company under seal as of the day and year first above written.

**City:**

(SEAL)

By: \_\_\_\_\_ (SEAL)

Name: Blake Sanders

Title: Mayor

**Company:**

**DUKE ENERGY CAROLINAS, LLC** (SEAL)  
a North Carolina limited liability company

By: \_\_\_\_\_ (SEAL)

Name: Richard 'Rick' Jiran

Title: Vice President, Community Relations

**AN ORDINANCE TO PROVIDE FOR THE AMENDMENT OF AN OPERATING BUDGET, ITS EXECUTION AND EFFECT, FOR THE FISCAL PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF WEST PELZER, SOUTH CAROLINA:**

**SECTION 1.** In accordance with The Code of Ordinances for the Town of West Pelzer, South Carolina, there is hereby adopted for the fiscal period July 1, 2021 to June 30, 2022, an operating budget for the Town of West Pelzer, South Carolina, based on budget estimates of various funds as prepared by the Mayor and incorporated into the FY 2021-2022 operating budget document, and as modified by the attached adjustment schedule.

**SECTION 2.** The total revenues and expenditures for the fiscal period are estimated as follows:

	<u>Revenues</u>	<u>Expenditures</u>	<u>Surplus/Deficit</u>
General Fund	\$479,664.81	\$479,664.81	0
Water/Sewer Fund	\$654,196.00	\$654,196.00	0
Hospitality Fund	\$36,000.00	\$36,000.00	0
ARPA Fund	\$235,480.19	\$235,480.19	0
ReWA	\$349,048.28	\$349,048.28	0
Totals	\$1,754,389.28	\$1,754,389.28	

**SECTION 3.** A bound copy of the budget containing detailed schedules which support the appropriations set forth in Section 2, above, shall be attested by the Mayor and maintained as an official record in the office of the Mayor and Town Clerk.

**SECTION 4.** This Ordinance shall become effective upon date of passage, designated as Ordinance No. 2022-0419.1. Subsequent review of revenues and expenditures occurs daily, weekly, and monthly; a review of revenues and expenditures will occur by council biannually.

**DONE, RATIFIED, AND PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
Town Clerk

**RESOLUTION NO. 2022-0419.2**  
**RESOLUTION TO APPROVE THE EXPENDITURE TO GREENVILLE WATER FOR**  
**PAYMENT FOR THE 2015 WATER CAPACITY AND SUPPLY AGREEMENT**

**WHEREAS,** the Town of West Pelzer entered into an agreement with Greenville Water in 2015 to supply the Town with 100,000 gallons of daily water capacity, hereinafter referred to as 'buy-in'; and,

**WHEREAS,** the Town has met or exceeded all aspects of the agreement set forth and understands that there is no prepayment penalty for the aforementioned 'buy-in'; and,

**WHEREAS,** the Town Council finds that this resolution is in the best interest and welfare of the residents of the Town of West Pelzer.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WEST PELZER, SOUTH CAROLINA, AS FOLLOWS:**

**Section 1:** The Town of West Pelzer will submit final payment of the 2015 agreement to Greenville Water on or before April 30, 2022.

Resolution declared and adopted on April 19, 2022.



Blake Sanders, Mayor



Paula Payton, Town Clerk