



**ANDERSON
COUNTY**
SOUTH CAROLINA

Tommy Dunn
Chairman
Council District 5

Ray Graham
Vice Chairman
Council District 3

Craig Wooten
Council District 1

Gracie S. Floyd
Council District 2

Brett Sanders
Council District 4

Jimmy Davis
Council District 6

M. Cindy Wilson
Council District 7

Lacey A. Croegaert
Clerk to Council

Rusty Burns
County Administrator

**AGENDA
ANDERSON COUNTY COUNCIL
June 4, 2019 at 6:00 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding**

1. **CALL TO ORDER:**
2. **RESOLUTIONS/PROCLAMATIONS:**
 - a. **R2019-023:** A resolution to honor the Palmetto High School Airforce Junior Reserve Officer Training Corps for receiving the 2018-2019 Distinguished Unit Merit Award and the Silver Star Community Service with Excellence Award.
Ms. M. Cindy Wilson (allotted 5 minutes)
 - b. **R2019-024:** A resolution to honor and recognize Crescent High School Tigers Baseball Team for their exceptional performances, as the 2019 AAA Upper State Champions and as 2019 District One Champions.
Mr. Ray Graham (allotted 5 minutes)
 - c. **R2019-025:** A resolution to honor and recognize Mattison Watson for her academic achievements and for her exceptional cheer performances.
Mr. Ray Graham, Ms. M. Cindy Wilson (allotted 5 minutes)
 - d. **R2019-026:** A resolution to honor and recognize Captain Robert J. Dolby and Captain Heather Dolby of the Salvation Army for their extraordinary service to the citizens of Anderson County.
Mr. Craig Wooten (allotted 5 minutes)
 - e. **Proclamation:** A proclamation for the War of 1812 Patriot Marking for David Russell
Mr. Brett Sanders (allotted 5 minutes)
3. **ADJOURNMENT:**

**AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
June 4, 2019 at 6:30 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Ms. Gracie S. Floyd
3. **APPROVAL OF MINUTES:** Minutes from May 21, 2019: not received
4. **CITIZENS COMMENTS:** Agenda Matters only
5. **ORDINANCE THIRD READING:**
 - a. **2019-008:** An ordinance authorizing the execution and delivery Fee in Lieu of Tax Agreements by and between Anderson County, South Carolina and a company or companies know to the County at this time as Project Tarpon with respect to certain economic development property in the County, whereby such property will be subject to certain payments in Lieu of Taxes, including the provision of certain Special Source Revenue Credits. (Project Tarpon)
PUBLIC HEARING-NO TIME LIMITS
Mr. Burriss Nelson (allotted 5 minutes)
 - b. **2019-018:** An ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties as to enlarge the park to include certain property of Project Browser. (Project Browser)
PUBLIC HEARING-NO TIME LIMITS Mr. Burriss Nelson (allotted 5 minutes)

6. ORDINANCE SECOND READING:

- a. **2019-017:** An ordinance to adopt the Operating and Capital Budgets of Anderson County for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020, and to make appropriations for such Anderson County Budgets for County ordinary purposes and for other County purposes for which the County may levy a tax other than for Tri-County Technical College purposes; to provide for the levy of taxes on all taxable personal and real estate properties in Anderson County for such County ordinary purposes, including sufficient tax to pay the principal and interest on outstanding indebtedness of Anderson County maturing during said Fiscal Year; to adopt the Operating and Capital Budgets of Anderson County for the Fiscal Year beginning July 1, 2019, an Ending June 30, 2020, and to make appropriations for such Anderson County Budgets, for Tri- County Technical College; to provide for the levy of taxes on all personal and real properties in Anderson County on which school taxes may be levied for such Tri-County Technical College purposes; to provide for the levy, assessment and collection of certain other taxes and fees; to provide for the expenditures of said taxes and other revenues coming to the County during said Fiscal Year; and to provide for other matters relating to Anderson County; and other matters related thereto.

PUBLIC HEARING-NO TIME LIMITS

Mr. Rusty Burns (allotted 5 minutes)

- b. **2019-019:** An ordinance amending Section 55-38 of the Code of Ordinances, Anderson County, South Carolina regarding retiree insurance so as to make this code section consistent with the Benefit Plan Document.

Ms. Rita Davis (allotted 5 minutes)

- c. **2019-020:** An ordinance to amend Section 66-126 of the Code of Ordinances, Anderson County, South Carolina so as to delete Summer Adjustments from the Sewer Ordinance.

Ms. Rita Davis (allotted 5 minutes)

7. ORDINANCE FIRST READING:

- a. **2019-022:** An ordinance to amend the zoning map to rezone +/- 0.59 acres from C-2 (Highway Commercial) to S-1 (Services District) at 108 Chippewa Lane. (District 7) **PUBLIC HEARING-NO TIME LIMITS**

Dr. Jeff Parkey (allotted 5 minutes)

- b. **2019-023:** An ordinance to approve an agreement of the transfer of assets by and between Anderson County, South Carolina and Renewable Water Resources.

Mr. Rusty Burns (allotted 5 minutes)

8. RESOLUTIONS:

- a. **R2019-027:** A resolution to reinstate the collection of Ramp Fees pursuant to Section6-186 of the Code of Ordinances, Anderson County, South Carolina, at the Anderson Regional Airport.

- b. **R2019-028:** A resolution to approve a Participation Agreement with the City of Greenville, South Carolina related to a pavement project utilizing the Hot in Place Recycling ("HIR") Method.

Mr. Rusty Burns (allotted 5 minutes)

9. EXECUTIVE SESSION:

- a. Contractual issues related to facility lease
b. Contractual issues involving Rewa Sewer Agreement

10. APPOINTMENTS: none

11. REQUESTS BY COUNCIL:

Anderson Cavaliers- D5

All Districts (14 minutes)

12. ADMINISTRATORS REPORT:

(allotted 2 minutes)

13. CITIZENS COMMENTS:

14. REMARKS FROM COUNCIL:

15. ADJOURNMENT:

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures in order to participate in this program, service or activity please contact the office of the program, service or activity as soon as possible but no later than 24 hours before the scheduled event.

For assistance please contact the Clerk to Council at 864-260-1036.

RESOLUTION #R2019-023

A RESOLUTION TO HONOR THE PALMETTO HIGH SCHOOL AIRFORCE JUNIOR RESERVE OFFICER TRAINING CORPS FOR RECEIVING THE 2018-2019 DISTINGUISHED UNIT MERIT AWARD, AND THE SILVER STAR COMMUNITY SERVICE WITH EXCELLENCE AWARD; AND OTHER MATTERS RELATED THERETO.

Whereas, The Airforce Junior ROTC program is located in 900 high schools worldwide with an enrollment of more than 120,000 cadets who will complete over 1.6 million hours of community service each year; and,

Whereas, the Junior ROTC program was established to educate and train high school cadets in life skills such as citizenship, responsibility, self-discipline and building character. Students also receive instruction on air and space fundamentals. This program promotes and encourages cadets to actively engage in community service; and,

Whereas, The Air Force Junior reserve Officer Training Corps, Unit SC 942 of Palmetto High School was selected as the recipient of the 2018-2019 Distinguished Unit with Merit Award for the 13th consecutive year. This award recognizes the cadets who have performed with above normal expectations, and distinguished themselves by providing service at school and throughout the community; and,

Whereas, this unit also earned the “Silver Star” Community Service Award with Excellence award for the fifth consecutive year. This prestigious award recognizes the dedication of cadets who have provided the highest per average community service hours in support of schools and their local communities. Of the 41 AFROTC units in South Carolina Unit SC 942 of Palmetto High School is the only unit to receive this award; and,

Whereas, on Saturday, May 11, 2019 the Palmetto High School AFJROTC Unit SC 942 did participate in the 2019 “Howdy” town-wide Williamston cleanup day. During this event they assisted fellow community volunteers in clean-up work and beautification efforts for the town; and,

Whereas, the Anderson County Council commends and congratulates the Palmetto High School Junior Reserve Officer Training Corp on all of your tremendous accomplishments. We recognize the exceptional character, citizenship and self-discipline it takes to put service before self. We are proud of our youth who will become future leaders of Anderson County, South Carolina and the United States. We would like to wish you great success in all of your future endeavors.

RESOLVED in a meeting duly assembled this 4th day of June 2019.

FOR ANDERSON COUNTY:

Tommy Dunn
District Five

ATTEST:

Rusty Burns
County Administrator

M. Cindy Wilson
District Seven

Lacey Croegaert
Clerk to Council

RESOLUTION #R2019-024

A RESOLUTION TO RECOGNIZE AND HONOR THE CRESCENT HIGH SCHOOL TIGERS BASEBALL TEAM FOR THEIR EXCEPTIONAL PERFORMANCES, AS 2019 AAA STATE RUNNER UP, 2019 AAA UPPER STATE CHAMPIONS, AND 2019 DISTRICT ONE CHAMPIONS; AND OTHER MATTERS RELATED THERETO.

Whereas, the Crescent High School Tigers Baseball team began their season in February, 2019 and continued to energize the community throughout this historic baseball season with a record of 19-11; and,

Whereas, on April 4, 2019, the Crescent Tigers traveled to Seneca High School to face the Seneca Cats. The Tigers defeated the Cats with a winning score of 10-1, earning the Region 1AAA Championship title, a first since 2006; and,

Whereas, on April 29, 2019, the Crescent Tigers played against the Broome High School Centurions in the District 1 Championship. The Tigers defeated the Centurions with a score of 3-2, winning the District One Championship for the first time in school history; and,

Whereas, on May 8, 2019, the Crescent Tigers played against the Chapman High School Panthers winning with a score of 10-3, and receiving the title of Upper State Champions for the first time in school history; and,

Whereas, on May 11, 2019, the Crescent Tigers faced Bishop England at home in Iva, SC for game one of the South Carolina State AAA Championship Series. Bishop England took the lead with a 3-2 win. On Tuesday May 14, the Tigers traveled to Charleston, South Carolina to play in game two of the Series against Bishop England. The Tigers received the win with the score of 6-4. On Saturday May 18, the Crescent Tigers traveled to Lexington, South Carolina to play in game three of the AAA State Championship. The Tigers were defeated by Bishop England with a score of 4-3 and became the AAA State Runner-up. It is the first time for the Crescent Tigers to reach this state championship; and,

Whereas, The Anderson County Council wishes to commend our youth who demonstrate high levels of dedication, sportsmanship, teamwork and professionalism required to compete in a highly competitive environment. We are proud of the Crescent Tigers Baseball team for reflecting true pride throughout the community and setting an example for their peers to emulate. We are proud of your accomplishments and would like to wish each of you great success in your future endeavors.

RESOLVED in a meeting duly assembled this 4th day of June 2019.

FOR ANDERSON COUNTY:

Tommy Dunn
District Five

ATTEST:

Ray Graham
District Three

Rusty Burns
County Administrator

Lacey Croegaert
Clerk to Council

RESOLUTION #R2019-025

A RESOLUTION TO HONOR AND RECOGNIZE MATTISON WATSON FOR HER ACADEMIC ACHIEVEMENTS AND FOR HER EXCEPTIONAL CHEER PERFORMANCES; AND OTHER MATTERS RELATED THERETO.

Whereas, Mattison Watson is a 16 year old, sophomore at Belton-Honea Path High School. She is a member of the National Beta Club, and is academically ranked 2nd in her sophomore class. Mattison has sustained a 4.85 GPA or higher during her attendance at Belton-Honea Path High School; and,

Whereas, in 2011, 8 year old Mattison Watson began cheering and has cheered continuously for 9 years; and,

Whereas, in 2013, Mattison began cheering at Rockstar Cheer in Greenville at all levels from tumbling to stunting capabilities; and

Whereas, in 2015, at 12 year old Mattison, began cheering in school during the 7th grade and has continued as a varsity cheerleader for 5 seasons; and,

Whereas, Mattison is a four time Varsity Letterman in cheerleading and was voted MVP by her teammates in 2015, 2016, 2017, 2018; and,

Whereas, Mattison has been competing in cheer competitions since 2015 and has been named Varsity Summit Champion, USASF World Champion Silver Medalist, USASF World Champion, NCA National Champion, UCA National Champion, Cheersport National Champion, and South Carolina State Cheerleading Region Champion; and,

Whereas, Mattison Watson and the Rockstar Cheer Beetles did compete in Orlando Florida on March 10, 2019. During this competition the team won the title of 2019 Triple Crown Grand Champions for having the highest score in this level of the competition; and,

Whereas, the Anderson County Council is proud of our youth who demonstrate qualities of vision, dedication, and personal commitment. As a result of your hard work, sportsmanship and precise attention to detail you have the ability to be successful in a highly competitive environment. We are proud of your accomplishments and we wish you great success in all of your future endeavors.

RESOLVED in a meeting duly assembled this 4th day of June 2019.

FOR ANDERSON COUNTY:

Tommy Dunn
District Five
ATTEST:

Ray Graham
District Three

M. Cindy Wilson
District Seven

Rusty Burns
County Administrator

Lacey Croegaert
Clerk to Council

Mattison Watson

General

- **Currently a Sophomore at Belton-Honea Path High School**
- **Currently rostered to Rockstar Cheer, Beatles which is in the Senior Small Open Coed Level 6 division (All Star)**
- **Currently rostered to the Belton-Honea Path Varsity Cheerleading Sideline and Competitive Squad(s)**
- **16 years old**

Academic

- **National Beta Club**
- **Sustained Platinum Card (4.85 gpa or higher) entire high school time to this point**
- **2nd in her class**

All Star Cheerleading

- **Began in 2011 at 8 years old as a third grade student, has cheered continuously since that time (currently in her 9th year)**
- **Cheered for a small gym in Simpsonville, SC for two years**
- **Began to cheer at Rockstar Cheer in Greenville, SC in 2013**
- **Has cheered all levels 1-6 (levels based on tumbling and stunting capabilities)**
- **Has attended the Varsity Summit (final Worlds Championships for levels 1-5) three times**
- **Two time Varsity Summit Champion (2015, 2019)**
- **Began Cheering on a World's level team as soon as she was age eligible to do so (12)**
- **Has attended the USASF (United States All Star Federation) World Championships four times**
- **USASF World Champion (2019)**
- **USASF World Champion Silver Medalist (2017)**
- **Triple Crown Champion (2019):**
 1. **Triple Crown Champions win the three largest National Cheerleading Competitions other than the USASF World Championship**
 2. **Cheersport Nationals in Atlanta, Georgia, NCA Nationals in Dallas, Texas, and UCA Nationals in Orlando, Florida**
 3. **These competitions were on consecutive weekends in 2019**
- **Triple Crown Grand Champion (2019): team with the highest score of the level of competition for the event**
- **NCA Nationals Champion (2019)**
- **Two Time Cheersport National Champion (2017, 2019)**

- **UCA National Champion (2019)**
- **Coach: Scott Foster**

High School Cheerleading

- **Began in 2015 at 12 years old as a 7th grade student, has cheered continuously as a Varsity Cheerleader since that time (currently in her 5th season)**
- **Has attended the South Carolina State Cheerleading Championships four times**
- **Two time South Carolina State Cheerleading Championship State Runner Up (2015, 2017)**
- **Four time South Carolina State Cheerleading Championship Region Champion (2015, 2016, 2017, 2018)**
- **Four time Varsity Letterman for Cheerleading**
- **Voted MVP by her teammates four times (2015, 2016, 2017, 2018)**
- **Coach: Stephanie Cooley-Hughes**

Future Plans

- **Attend a four year college**
- **Pursue a career in medicine**

RESOLUTION #R2019-026

A RESOLUTION TO HONOR CAPTAIN ROBERT J. DOLBY, IV AND CAPTAIN HEATHER DOLBY OF THE SALVATION ARMY FOR THEIR EXTRAORDINARY SERVICE TO THE CITIZENS OF ANDERSON COUNTY.

Whereas, Captains Rob and Heather Dolby are Salvation Army officers who serve in The Salvation Army of the Carolinas under the Southern Territory Command of The Salvation Army USA, of which the Anderson, South Carolina Salvation Army is an affiliate; and

Whereas, the mission of The Salvation Army is “to preach the gospel of Jesus Christ and to meet human needs in His name without discrimination,” its motto is “Doing the Most Good,” and “Through programs that serve the body, mind, and soul, The Salvation Army works to alleviate the symptoms of poverty, then works to address the root issues that cause it”; and

Whereas, Captains Rob and Heather Dolby, over the past years, have exemplified the mission, motto, and programmatic goals of The Salvation Army in their work on behalf of Anderson County residents most in need, making an indelible mark on our community for the better; and

Whereas, Captains Rob and Heather Dolby, through their energetic, empathetic leadership, have forged unprecedented partnerships between our local governments, charities, churches, and other organizations, of which the fruits are evident and ongoing, including a new 30-bed shelter that makes Anderson County one of only a handful of communities in the United States that have enough beds for every person experiencing homelessness; and

Whereas, Captains Rob and Heather Dolby conclude their duty in Anderson County and begin new appointments in Atlanta, Georgia, effective Monday, June 17th, 2019; and

Whereas, the Anderson County Council, on behalf of the citizens of Anderson County, in recognition of their extraordinary service to our county, do hereby honor and express profound appreciation to Captains Rob and Heather Dolby, wishing them only the best in their future endeavors.

Resolved in a meeting duly assembled this 4th day of **June**, 2019.

Tommy Dunn, Chairman
District Five

Ray Graham, Vice-Chairman
District Three

Craig Wooten
District One

Gracie S. Floyd
District Two

Brett Sanders
District Four

Jimmy Davis
District Six

ATTEST:

M. Cindy Wilson
District Seven

Rusty Burns
County Administrator

Lacey A. Croegaert
Clerk to Council

Proclamation for the War of 1812 Patriot Marking for David Russell

Whereas, David Russell, a life-long resident of South Carolina, having been born January 1, 1793, in Cane Creek, Pendleton District; and,

Whereas, David Russell enlisted October 6, 1814 in support of his country against the British, the United States having declared War on June 18, 1812 and David following in the footsteps of his father, Thomas Russell, and grandfather, Matthew Russell, both North Carolina and South Carolina Patriots of the American Revolution, respectively; and,

Whereas, David Russell served his country in the War of 1812, as a private under Captain Chapman Levy's Company of Rifleman and later under McWillies' Regiment South Carolina Militia; and,

Whereas, David Russell, upon discharge on March 5, 1815 in Charleston, South Carolina, did return home, marry and raised a family of six children; and,

Whereas, David Russell died July 7, 1860 in Townville, Anderson County, South Carolina; and,

Whereas, the South Carolina State Society United States Daughters of 1812, and the Hermitage Chapter, Tennessee State Society, along with the descendants of David Russell, wish to mark his grave in remembrance of his service therefore; and,

Whereas, the Anderson County Council hereby declare June 2, 2019 to be a day of remembrance to David Russell and his fellow South Carolina soldiers who fought in the War of 1812 to preserve our way of life and signal to the world the might and resilience of the United States of America.

Proclaimed this 2nd day of June 2019.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five
ATTEST:

Brett Sanders
District Four

Rusty Burns
County Administrator

Lacey Croegaert
Clerk to Council

ORDINANCE NO. 2019-008

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF FEE IN LIEU OF TAX AGREEMENTS BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS PROJECT TARPON WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE REVENUE CREDITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Park Act*”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, a company (the “*Sponsor*”), whose identity is being withheld at Sponsor’s request until it is in a position to make a public announcement, is considering making three (3) individual investments (each a “*Project*” and collectively, “*Project Tarpon*” or “*the Projects*”) on land owned by various landlords in order to produce and supply to the public electricity by conversion of solar energy at a site in Anderson County, South Carolina; and

WHEREAS, Project Tarpon consists of the following Projects:

- An investment of not less than \$3,250,000 (“*Project Tarpon Solar I*”);
- An investment of not less than \$3,250,000 (“*Project Anderson Solar Farm*”)
- An investment of not less than \$3,250,000 (“*Project Sweet Grass Solar*”); and

WHEREAS, the Sponsor has represented that the Projects will involve an investment in each of the Projects in at least the amounts detailed above within the Investment Period (as such term is defined in the hereinafter defined Fee Agreements); and

WHEREAS, the County has determined on the basis of the information supplied to it by the Sponsor that the Projects would each be a “project” and “economic development property” as such terms are defined in the FILOT Act, and that each Project would serve the purposes of the FILOT Act; and

WHEREAS, pursuant to the authority granted to the County under Section 4-1-170 of the Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause each Project, to the extent not already therein located, to be placed in a joint county industrial and business park (a ***“Park”***) such that each Project will receive the benefits of the FILOT Act; and

WHEREAS, the County has agreed to, among other things, enter into a separate Fee in Lieu of Tax and Special Source Revenue Credit Agreement with the Sponsor for each Project (each a ***“Fee Agreement”*** and collectively, the ***“Fee Agreements”***), whereby the County would (a) provide therein for a payment of a fee-in-lieu-of taxes by the Sponsor with respect to the Project, and (b) provide for certain special source revenue credits to be claimed by the Sponsor against its payments of fees-in-lieu-of taxes with respect to the applicable FILOT Project pursuant to Section 4-1-175 of the Park Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreements which the County proposes to execute and deliver; and

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

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

Section 1. Based on information supplied by the Sponsor, it is hereby found, determined and declared by the County Council, as follows:

(a) The Projects will each constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Projects are anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) Neither the Projects, nor any documents or agreements entered into by the County in connection therewith, will give rise to any pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(d) The purposes to be accomplished by the Projects, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes; and

(e) The benefits of each Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreements presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreements were set out in this Ordinance in their entirety. The

Chairman of County Council or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreements in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreements to be delivered to the Sponsor and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreements are to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council or the County Administrator, upon advice of counsel, such official's execution thereof to constitute conclusive evidence of approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The County shall use its best efforts and endeavor to work with one or more adjoining counties (and, to the extent any portion of any Project site is located within the corporate limits of a municipality, to work with such municipality) to cause the Project sites to be located within a Park, through amendment of an existing Park or creation of a new Park in accordance with the Park Act. The County shall undertake those procedures and documents necessary for the creation or expansion of such Park and shall use its best efforts to maintain the Project sites in such Park during the term of the incentives provided for pursuant to the Inducement Agreement and the applicable Fee Agreement or subsequent ordinances or agreements.

Section 4. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreements and the performance of all obligations of the County thereunder.

Section 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

[signature page follows]

ENACTED in meeting duly assembled this 4th day of June 2019.

(SEAL)

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: March 5, 2019
Second Reading: March 19, 2019
Public Hearing: June 4, 2019
Third Reading: June 4, 2019

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BETWEEN

TARPON SOLAR I, LLC AS SPONSOR

AND

ANDERSON COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2019

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FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("**Fee Agreement**") is entered into, effective, as of _____, 2019, between Anderson County, South Carolina ("**County**"), a body politic and corporate and a political subdivision of the State of South Carolina ("**State**"), acting through the Anderson County Council ("**County Council**") as the governing body of the County, and Tarpon Solar I, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("**Sponsor**"), previously identified as Project Tarpon.

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "**Act**") of the Code of Laws of South Carolina 1976, as amended (the "**Code**") and the Multi-County Park Act (as defined herein): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the Sponsor is a wholly owned subsidiary of Southern Current, LLC, a limited liability company organized and existing under the laws of the State of Delaware;

WHEREAS, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities located at a leased site situated south of Burns Bridge Road (the "**Land**") in Anderson County, South Carolina (the "**Project**");

WHEREAS, the Project will involve an investment which, but for this Fee Agreement, would have a value for *ad valorem* taxation purposes, of not less than \$3,250,000 within the time period required under the Act ("**Project Tarpon Solar I**"), meeting the minimum investment requirement under the Act;

WHEREAS, pursuant to the Act, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, the County Council adopted an Inducement Resolution on _____, 2019, (the "**Resolution**"), wherein the County Council, as an inducement to the Sponsor to develop the Project, committed the County to enter into, and authorized the County Administrator, County Attorney and the Executive Director of the Anderson County Economic Development Commission to negotiate with the Sponsor the terms of, this Fee Agreement;

WHEREAS, the County Council adopted an ordinance on _____, 2019 (the "**Fee Ordinance**"), as an inducement to the Sponsor to develop the Project and at the Sponsor's request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax

agreement with the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

WHEREAS, the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, based solely on information provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.

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

ARTICLE I PROJECT OVERVIEW

Section 1.1. Agreement to Waive Requirement of Recapitulation. Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Sponsor's noncompliance that are within the County's control.

Section 1.2. Rules of Construction; Defined Terms. In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

"Abandonment" shall mean the failure of the Company to achieve Substantial Energy Generation at the Project for a period of one year after the Project has been placed in service.

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

"Act Minimum Investment Requirement" shall mean an investment of at least \$2,500,000 by the Sponsors of eligible economic development property under the Act.

"Administrative Expenses" shall mean the reasonable and necessary expenses, including attorneys' fees, incurred by the County with respect to the Project and this Fee Agreement.

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

"Chairman" shall mean the Chairman of the County Council of Anderson County, South Carolina.

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.

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

“Commencement Date” shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

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

“County Administrator” shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this Fee Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of this Fee Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

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

“Decommissioning” shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitation of the Land, and restoration of the Land to its original state.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.2 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

“Equipment” shall mean all of the equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such equipment and fixtures become a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.18 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes Agreement.

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

“FILOT” shall mean the fee-in-lieu of taxes, which the Sponsor is obligated to pay to the County pursuant to Section 4.2 hereof.

“FILOT Payments” shall mean the payments to be made by the Sponsor pursuant to Section 4.2 hereof.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of the FILOT.

“Investment Period” shall mean the period commencing in 2019 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Economic Development Property is placed in service or the property tax year in which this Fee Agreement is executed; provided a later date may be agreed to by the Sponsor and County pursuant to Section 12-44-30(13) of the Act.

“Land” shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying agreement with Greenville County, dated November 16, 2010, and any amendments thereto (the “Multi County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Negotiated FILOT Payments” shall mean the FILOT payments due pursuant to Section 4.2 hereof with respect to that portion of the Project consisting of Economic Development Property.

“Net FILOT Payment” shall mean a total annual payment of \$7,400 for the entire term of this Fee Agreement, for those years for which a FILOT payment is due hereunder. It is anticipated that the first Net FILOT Payment due hereunder shall be the payment for property tax year 2019, due and payable to the County on or before January 15, 2020. Provided, the Net FILOT Payments shall be increased in any year in which the total power generation capacity of the Project exceeds two megawatts of AC power, in proportion to the excess. For example, and by way of example only, if the total power generation capacity of the Project as of the last day of the 2022 tax year is 125% of two megawatts of AC power, then the Net FILOT Payment for such year shall be increased by 25%. The Sponsor shall provide the County Administrator and Finance Director with report(s) (including third party reports, if applicable) not less frequently than annually, at the end of the calendar year, or any time the power generation capacity of the Project is increased, providing conclusive evidence of the then-current power generation capacity of the Project and the actual maximum power production of the Project since the last such report.

“Phase” or “Phases” in respect of the Project shall mean the Building and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement with an option to extend the term for a further ten (10) years in accordance with the Act. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2054, unless an extension of time in which to complete the Project is granted by the County pursuant to Section 12-44-30(13) of the Act or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Sponsor under Section 12-44-30(20) of the Act, as amended.

“Project” shall mean the Structure and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall have the meaning set forth in the recitals to this Fee Agreement.

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

“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements hereafter situated thereon and all fixtures hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.2 hereof and Section 12-44-60 of the Code.

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

“Sponsor” shall mean Tarpon Solar I, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“Structure” shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Substantial Energy Generation” shall mean generation of at least 50% of energy capacity at the Project.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) Based on representations of the Sponsor, the County identified the Project, as a "project" on _____, 2019, by adopting an Inducement Resolution, as defined in the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

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

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

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

(c) The Sponsor intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, install or operate, as applicable solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor has acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Equipment on the Land which comprises the Project.

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

Section 3.2. *Diligent Completion.* The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

ARTICLE IV PAYMENTS IN LIEU OF TAXES

Section 4.1. *Special Source Revenue Credit.* The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability in an amount equal to the FILOT Payments due under this Fee Agreement, to be calculated as set forth in Section 4.2, minus the Net FILOT Payment. For illustration purposes, and only as a means of illustration, a formula of this calculation is shown on Exhibit B, attached hereto. In no event may the Sponsor's aggregate Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs.

(a) The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this Fee Agreement and, so long as the Sponsor meets the Project Commitment within the Investment Period, shall remain effective for the entire Fee Term. For purposes of this Fee Agreement, "Qualifying Infrastructure Costs" shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

(b) If for any reason the FILOT Payment to be made with respect to any year is less than the Net FILOT Payment, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the Park Act, the Sponsor shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net FILOT Payment and the FILOT Payment of that given year. Any payment made under the foregoing sentence shall be due at the time the corresponding FILOT Payment is due, shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest

if not paid when due pursuant to Section 12-54-25, Code of Laws of South Carolina 1976, as amended, as allowed under the FILOT Act.

Section 4.2. Negotiated FILOT Payments. Pursuant to Section 12-44-50 of the Act, the Sponsor is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of *ad valorem* taxes on all the Equipment, Structures and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2024, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes, less the Special Source Revenue Credit. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 4.4 hereof):

- Step 1: Determine the fair market value of the improvements to the Real Property and Equipment in the Phase of the Project placed in service in any given year for such year and for the following 29 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Sponsor for any Equipment as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Sponsor under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement. The County and Sponsor also agree pursuant to Section 12-44-50(A)(1) of the Act that the value of the Real Property included in any Phase of the Project shall be its fair market value as determined by appraisal but the fair market value of the Real Property shall be subject to reappraisal by the South Carolina Department of Revenue not more than once every five (5) years.
- Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine (29) years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.
- Step 3: Use a millage rate of 321.5 mils, or the combined millage rates set for the tax year 2019 by the County and Anderson County School District (or the applicable school district) (these combined millage rates being in effect on June 30 prior to the calendar year in which this Agreement is signed as permitted by Section 12-44-50(A)(1)(d) of the Act) and any other overlapping political units having taxing jurisdiction where the Real Property is located, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.
- Step 4: Reduce the calculated amounts determined in the previous Steps by the Special Source Revenue Credit as described in Section 4.1 herein. The Special Source Revenue Credit shall be, at the option of the County, shown on the bill sent by the County to the Sponsor, or paid by a check from the County Treasurer.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the permitted level so determined.

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

To the extent permitted by law, because the Negotiated FILOT Payments agreed to herein are intended to be paid by the Sponsor to the County in lieu of taxes, it is agreed that said Negotiated FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Sponsor to the County in property taxes if the Sponsor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said Negotiated FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

If the Sponsor fails to meet the Act Minimum Investment Requirement by December 31, 2024, the Fee Agreement shall terminate and the Sponsor shall owe the County a retroactive tax payment in an amount equal to the difference between *ad valorem* property taxes on the Real Property and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter "***Retroactive Tax Payment***"). The repayment obligations arising under this Section survives termination of this Fee Agreement.

Section 4.3. Payments in Lieu of Taxes on Replacement Property. If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

- (a) to the extent that the income tax basis of the Replacement Property (the "***Replacement Value***") is less than or equal to the original income tax basis of the Removed Components (the "***Original Value***") the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.2 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.2 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Sponsor for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect

to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4. *Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty.*

In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.2 hereof.

Section 4.5. *Place and Allocation of Payments in Lieu of Taxes.* The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

Section 4.6. *Removal of Equipment.* The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "***Removed Components***") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. To the extent that the Special Source Revenue Credit is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Negotiated FILOT Payment for said Removed Component, the amount of the Negotiated FILOT Payment on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any Special Source Revenue Credits were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

Section 4.7. *Damage or Destruction of Project.*

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this Fee Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement, and (ii) the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, the Sponsor may in their sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all

purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Section 4.2 hereof.

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

Section 4.8. Condemnation.

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

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9. Merger of Sponsor with Related Party. The County agrees that, without again obtaining the approval of the County (to the extent permitted by the Act), the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this Fee Agreement.

Section 4.10. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “*Indemnified Party*”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage

and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.11. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary "state-of-the-art" trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor's operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as confidential information ("Confidential Information"). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County's police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12. Records and Reports. The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all payments in lieu of taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, "Filings").

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

Section 4.13. *Payment of Administrative Expenses.* The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administration Expense and requesting the payment of the same. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.14. *Collection and Enforcement Rights of County.* The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County's right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.

Section 4.15. *Assignment and Subletting.* This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that in connection with any assignment or total subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

Section 4.16. *County's Estoppel Certificates for Sponsor's Financing Transactions.* The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator's knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

Section 4.17. *Sponsor's Continuing Obligations After Termination by Sponsor.* In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

Section 4.18. *Events of Default.* The following shall be "*Events of Default*" under this Fee Agreement, and the term "*Events of Default*" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.2 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

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

Section 4.19. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this Fee Agreement), may take any one or more of the following remedial actions:

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

Section 4.20. Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor is not competent to waive.

Section 4.21. Decommissioning the Project. The Sponsor shall obtain a bond listing the County as obligee in an amount sufficient to ensure performance of Sponsor's Decommissioning obligations upon abandonment, termination of the lease governing the Land, or other termination of the Project by the Sponsor, and taking into consideration the salvage value of the Equipment. The obligations arising under this Section survive termination of this Fee Agreement.

ARTICLE V

MISCELLANEOUS

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

AS TO THE COUNTY: Anderson County, South Carolina
Attn: Anderson County Administrator
101 S Main St.
Anderson, SC 29624

WITH COPIES TO: Leon Harmon
Anderson County Attorney
101 S Main St.
Anderson, SC 29624

James K. Price
Nexsen Pruet, LLC

55 E. Camperdown Way, Suite 400
Greenville, SC 29601
(864) 282-1164

AS TO THE SPONSOR: Tarpon Solar I, LLC
c/o Southern Current, LLC
1634 Ashley River Road
Charleston, South Carolina 29407
ATTENTION: Greg S. K. Ness, General Counsel
(843) 277-2090

WITH COPIES TO: W. Ford Graham
K&L Gates LLP
134 Meeting Street, Suite 500
Charleston, South Carolina 29401
(843) 579-5600

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

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

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

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

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

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

Section 5.8. Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

Section 5.9. Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS

FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10. *Force Majeure.* Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war or national emergency, or acts of God.

Section 5.11. *Execution Disclaimer.* Notwithstanding any other provisions, the County is executing this Fee Agreement as a statutory accommodation to assist the Sponsor in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Fee Agreement in reliance upon representations by the Sponsor that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

[Signature page follows]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by its Chairman and to be attested by the County Manager; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Lacey Croegaert
Anderson County Clerk to Council

SPONSOR:

TARPON SOLAR I, LLC

By: Paul Fleury
Its: Manager

Exhibit A

Description of Real Estate

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Number 043-00-06-001-000.

Exhibit B

Illustration of Special Source Revenue Credit Calculation

Negotiated FILOT Payment

(Fair Market Value (as adjusted for depreciation) x 6% Assessment Ratio x 321.5 mils)

-

Net FILOT Payment

(\$7,400 (as adjusted for increases in power production))

=

The Special Source Revenue Credit

(for the applicable year)

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BETWEEN

ANDERSON SOLAR FARM, LLC AS SPONSOR

AND

ANDERSON COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2019

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FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("**Fee Agreement**") is entered into, effective, as of _____, 2019, between Anderson County, South Carolina ("**County**"), a body politic and corporate and a political subdivision of the State of South Carolina ("**State**"), acting through the Anderson County Council ("**County Council**") as the governing body of the County, and Anderson Solar Farm, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("**Sponsor**"), previously identified as Project Tarpon.

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "**Act**") of the Code of Laws of South Carolina 1976, as amended (the "**Code**") and the Multi-County Park Act (as defined herein): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the Sponsor is a wholly owned subsidiary of Southern Current, LLC, a limited liability company organized and existing under the laws of the State of Delaware;

WHEREAS, the Sponsor proposes to develop, install or operate, as applicable, the Project (as defined herein) which shall be comprised of solar power generating facilities located at a leased site situated east of Lewis Street (the "**Land**") in Anderson County, South Carolina;

WHEREAS, the Project will involve an investment which, but for this Fee Agreement, would have a value for *ad valorem* taxation purposes, of not less than \$3,250,000 within the time period required under the Act, meeting the minimum investment requirement under the Act;

WHEREAS, pursuant to the Act, the County has determined that (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, the County Council adopted an Inducement Resolution on _____, 2019, (the "**Resolution**"), wherein the County Council, as an inducement to the Sponsor to develop the Project, committed the County to enter into, and authorized the County Administrator, County Attorney and the Executive Director of the Anderson County Economic Development Commission to negotiate with the Sponsor the terms of, this Fee Agreement;

WHEREAS, the County Council adopted an ordinance on _____, 2019 (the "**Fee Ordinance**"), as an inducement to the Sponsor to develop the Project and at the Sponsor's request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax

agreement with the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

WHEREAS, the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, based solely on information provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.

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

ARTICLE I PROJECT OVERVIEW

Section 1.1. *Agreement to Waive Requirement of Recapitulation.* Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Sponsor's noncompliance that are within the County's control.

Section 1.2. *Rules of Construction; Defined Terms.* In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

"Abandonment" shall mean the failure of the Company to achieve Substantial Energy Generation at the Project for a period of one year after the Project has been placed in service.

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

"Act Minimum Investment Requirement" shall mean an investment of at least \$2,500,000 by the Sponsor of eligible Economic Development Property under the Act.

"Administrative Expenses" shall mean the reasonable and necessary expenses, including attorneys' fees, incurred by the County with respect to the Project and this Fee Agreement.

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

"Chairman" shall mean the Chairman of the County Council of Anderson County, South Carolina.

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

“Commencement Date” shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

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

“County Administrator” shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this Fee Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of this Fee Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

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

“Decommissioning” shall mean the removal and proper disposal of all Equipment and Structures, stabilization and rehabilitation of the Land, and restoration of the Land to its original state.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.2 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

“Equipment” shall mean all of the equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such equipment and fixtures become a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.18 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes Agreement.

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

“FILOT” shall mean the fee-in-lieu of taxes, which the Sponsor is obligated to pay to the County pursuant to Section 4.2 hereof.

“FILOT Payments” shall mean the payments to be made by the Sponsor pursuant to Section 4.2 hereof.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of the FILOT.

“Investment Period” shall mean the period commencing in 2019 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Economic Development Property is placed in service or the property tax year in which this Fee Agreement is executed; provided a later date may be agreed to by the Sponsor and County pursuant to Section 12-44-30(13) of the Act.

“Land” shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying agreement with Greenville County, dated November 16, 2010, and any amendments thereto (the “Multi County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Negotiated FILOT Payments” shall mean the FILOT payments due pursuant to Section 4.2 hereof with respect to that portion of the Project consisting of Economic Development Property.

“Net FILOT Payment” shall mean a total annual payment of \$7,400 for the entire term of this Fee Agreement, for those years for which a FILOT payment is due hereunder. It is anticipated that the first Net FILOT Payment due hereunder shall be the payment for property tax year 2019, due and payable to the County on or before January 15, 2020. Provided, the Net FILOT Payments shall be increased in any year in which the total power generation capacity of the Project exceeds two megawatts of AC power, in proportion to the excess. For example, and by way of example only, if the total power generation capacity of the Project as of the last day of the 2022 tax year is 125% of two megawatts of AC power, then the Net FILOT Payment for such year shall be increased by 25%. The Sponsor shall provide the County Administrator and Finance Director with report(s) (including third party reports, if applicable) not less frequently than annually, at the end of the calendar year, or any time the power generation capacity of the Project is increased, providing conclusive evidence of the then-current power generation capacity of the Project and the actual maximum power production of the Project since the last such report.

“Phase” or “Phases” in respect of the Project shall mean the Structures and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement with an option to extend the term for a further ten (10) years in accordance with the Act. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2054, unless an extension of time in which to complete the Project is granted by the County pursuant to Section 12-44-30(13) of the Act or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Sponsor under Section 12-44-30(21) of the Act, as amended.

“Project” shall mean the Structure and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall mean the investment by the Sponsor in Economic Development Property in the Project of not less than \$2,700,000 during the Investment Period.

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

“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements hereafter situated thereon and all fixtures hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.2 hereof and Section 12-44-60 of the Code.

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

“Sponsor” shall mean Anderson Solar Farm, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“Structures” shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Substantial Energy Generation” shall mean generation of at least 50% of energy capacity at the Project.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the

purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) Based upon representations of the Sponsor, the County identified the Project, as a “project” in accordance with the Act on _____, 2019, by adopting an Inducement Resolution, as defined in the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

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

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

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

(c) The Sponsor intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, install or operate, as applicable solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor has acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Structures and Equipment on the Land which comprises the Project.

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

Section 3.2. *Diligent Completion.* The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

ARTICLE IV PAYMENTS IN LIEU OF TAXES

Section 4.1. *Special Source Revenue Credit.* The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability in an amount equal to the FILOT Payments due under this Fee Agreement, to be calculated as set forth in Section 4.2, minus the Net FILOT Payment. For illustration purposes, and only as a means of illustration, a formula of this calculation is shown on Exhibit B, attached hereto. In no event may the Sponsor's aggregate Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs.

(a) The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this Fee Agreement and, so long as the Sponsor meets the Project Commitment within the Investment Period and maintains, for the Fee Term, the Act Minimum Investment Requirement, without regard to depreciation, shall remain effective for the entire Fee Term. For purposes of this Fee Agreement, "Qualifying Infrastructure Costs" shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Act.

(b) If for any reason the FILOT Payment to be made with respect to any year is less than the Net FILOT Payment, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the Park Act, the Sponsor shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net FILOT Payment and the FILOT Payment of that given year. Any payment made under the foregoing sentence shall be due at the time the corresponding FILOT Payment is due, shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25, Code of Laws of South Carolina 1976, as amended, as allowed under the Act.

Section 4.2. *Negotiated FILOT Payments.* Pursuant to Section 12-44-50 of the Act, the Sponsor is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of *ad valorem* taxes on all the Equipment, Structures and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor

shall make payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2024, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes, after application of the Special Source Revenue Credit. The amount of such annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 4.4 hereof):

- Step 1: Determine the fair market value of the improvements to the Real Property and Equipment and Structures in the Phase of the Project placed in service in any given year for such year and for the following 29 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Sponsor for any Equipment as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Sponsor under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement. The County and Sponsor also agree pursuant to Section 12-44-50(A)(1) of the Act that the value of the Real Property included in any Phase of the Project shall be its fair market value as determined by appraisal but the fair market value of the Real Property shall be subject to reappraisal by the South Carolina Department of Revenue not more than once every five (5) years.
- Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine (29) years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.
- Step 3: Use a millage rate of 423.1 mills, or the combined millage rates set for the tax year 2019 by the County, the applicable school district, and any other overlapping political units having taxing jurisdiction where the Real Property is located (these combined millage rates being in effect on June 30 prior to the calendar year in which this Agreement is signed as permitted by Section 12-44-50(A)(1)(d) of the Act), to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.
- Step 4: Adjust the calculated amounts determined in the previous Steps by the Special Source Revenue Credit as described in Section 4.1 herein. The Special Source Revenue Credit shall be, at the option of the County, shown on the bill sent by the County to the Sponsor, or paid by a check from the County Treasurer.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor with the benefits to be derived hereof, it being the intention of the County to offer the Sponsor an inducement to locate the Project in the County. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Sponsor shall become equal to the amount which would result from taxes levied on the Project by the

County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Sponsor with respect to the Project pursuant to the terms hereof.

To the extent permitted by law, because the Negotiated FILOT Payments agreed to herein are intended to be paid by the Sponsor to the County in lieu of taxes, it is agreed that said Negotiated FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Sponsor to the County in property taxes if the Sponsor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said Negotiated FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

If the Sponsor fails to meet the Project Commitment by December 31, 2024, the Fee Agreement shall terminate and the Sponsor shall owe the County a retroactive tax payment in an amount equal to the difference between *ad valorem* property taxes on the Real Property and the Equipment and Structures subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter “**Retroactive Tax Payment**”). The repayment obligations arising under this Section survives termination of this Fee Agreement.

Section 4.3. Payments in Lieu of Taxes on Replacement Property. If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property (the “**Replacement Value**”) is less than or equal to the original income tax basis of the Removed Components (the “**Original Value**”) the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.2 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.2 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Sponsor for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the “**Excess Value**”), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4. Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.2 hereof.

Section 4.5. Place and Allocation of Payments in Lieu of Taxes. The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

Section 4.6. Removal of Equipment. The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the “**Removed Components**”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. To the extent that the Special Source Revenue Credit is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Negotiated FILOT Payment for said Removed Component, the amount of the Negotiated FILOT Payment on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any Special Source Revenue Credits were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

Section 4.7. Damage or Destruction of Project.

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this Fee Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement, and (ii) the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, the Sponsor may in their sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Section 4.2 hereof.

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

Section 4.8. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have

the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9. Merger of Sponsor with Related Party. The County agrees that, without again obtaining the approval of the County (to the extent permitted by the Act), the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this Fee Agreement.

Section 4.10. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “*Indemnified Party*”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to

afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.11. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary “state-of-the-art” trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor’s operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as confidential information (“Confidential Information”). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County’s police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12. Records and Reports. The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all payments in lieu of taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, “Filings”).

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

Section 4.13. Payment of Administrative Expenses. The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administration Expense and requesting the payment of the same. The payment by the Sponsor of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice.

Section 4.14. Collection and Enforcement Rights of County. The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County’s right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.

Section 4.15. Assignment and Subletting. This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease

is made in compliance with Section 12-44-120 of the Act; provided, however, that in connection with any assignment or total subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

Section 4.16. County's Estoppel Certificates for Sponsor's Financing Transactions. The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator's knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

Section 4.17. Sponsor's Continuing Obligations After Termination by Sponsor. In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or Retroactive Tax Payments required under this Fee Agreement or the Act.

Section 4.18. Events of Default. The following shall be "*Events of Default*" under this Fee Agreement, and the term "*Events of Default*" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.2 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

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

Section 4.19. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this Fee Agreement), may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

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

Section 4.20. Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to

entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor is not competent to waive.

Section 4.21. Decommissioning the Project. Upon Abandonment, termination of the Sponsor's leasehold or other interest in the Land, or other termination of the Project by the Sponsor, the Sponsor shall be responsible for Decommissioning. The Sponsor shall obtain a bond listing the City of Anderson, South Carolina and the County as obligees in the amount of \$20,000 to ensure performance of Sponsor's Decommissioning obligations. The Sponsor shall have the bond in place within 90 days of completion of construction of the Project. In the event the owner of the Real Property desires to retain some or all of the Equipment or Structures, or for the Land to remain in its altered state, the Sponsor shall not be obligated to remove and dispose of the retained Equipment or Structures, or to restore the Land to its original state. The Sponsor's obligations arising under this Section survive termination of this Fee Agreement.

ARTICLE V MISCELLANEOUS

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

AS TO THE COUNTY: Anderson County, South Carolina
 Attn: Anderson County Administrator
 101 S Main St.
 Anderson, SC 29624

WITH COPIES TO: Leon Harmon
 Anderson County Attorney
 101 S Main St.
 Anderson, SC 29624

 James K. Price
 Nexsen Pruet, LLC
 55 E. Camperdown Way, Suite 400
 Greenville, SC 29601
 (864) 282-1164

AS TO THE SPONSOR: Anderson Solar Farm, LLC
 c/o Southern Current, LLC
 1634 Ashley River Road
 Charleston, South Carolina 29407
 ATTENTION: Greg S. K. Ness, General Counsel
 (843) 277-2090

WITH COPIES TO:

W. Ford Graham
K&L Gates LLP
134 Meeting Street, Suite 500
Charleston, South Carolina 29401
(843) 579-5600

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

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

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

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

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

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

Section 5.8. *Severability.* If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the anticipated benefits to be derived herefrom.

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

Section 5.10. *Force Majeure.* Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war or national emergency, or acts of God.

Section 5.11. *Execution Disclaimer.* Notwithstanding any other provisions, the County is executing this Fee Agreement as a statutory accommodation to assist the Sponsor in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Fee Agreement in reliance upon representations by the

Sponsor that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

[Signature page follows]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by its Chairman and to be attested by the County Manager; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Lacey Croegaert
Anderson County Clerk to Council

SPONSOR:

ANDERSON SOLAR FARM, LLC

By: Paul Fleury
Its: Manager

Exhibit A

Description of Real Estate

DESCRIPTION IS OF A PORTION OF THE ANDERSON GOLF PROPERTIES, LLC PROPERTY, TAX PARCEL # 124-00-01-001 AS RECORDED IN DEED BOOK 6205, PAGE 140 AS SHOWN IN PLAT BOOK 85, PAGE 868, AND PLAT BOOK 95, PAGE 998.

BEGINNING AT A CALCULATED POINT, SAID POINT HAVING A NC GRID COORDINATE OF N: 972,393.81 AND E: 1,494,931.61, SAID REBAR ALSO BEING LOCATED WITHIN THE NORTHEASTERN RIGHT-OF-WAY OF LEWIS STREET; THENCE LEAVING THE AFORESAID RIGHT-OF-WAY N 87°20'33" E FOR A DISTANCE OF 464.02 FEET TO A CALCULATED POINT; THENCE N 86°27'07" E FOR A DISTANCE OF 376.95 FEET TO A CALCULATED POINT; THENCE S 72°25'27" E FOR A DISTANCE OF 379.01 FEET TO A CALCULATED POINT; THENCE S 57°56'20" E FOR A DISTANCE OF 295.73 FEET TO A CALCULATED POINT; THENCE S 2°47'46" W FOR A DISTANCE OF 437.37 FEET TO A CALCULATED POINT; THENCE S 29°49'52" E FOR A DISTANCE OF 74.51 FEET TO A CALCULATED POINT; THENCE S 7°20'00" W FOR A DISTANCE OF 700.20 FEET TO A CALCULATED POINT; THENCE S 10°58'37" E FOR A DISTANCE OF 414.42 FEET TO A CALCULATED POINT, SAID POINT BEING IN THE NORTHEASTERN RIGHT-OF-WAY OF LEWIS STREET; THENCE WITH THE AFORESAID RIGHT-OF-WAY N 72°55'21" E FOR A DISTANCE OF 245.85 FEET TO A CALCULATED POINT; THENCE FOLLOWING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 620.33 FEET AND A CHORD BEARING OF N 54°35'19" W FOR A CHORD DISTANCE OF 420.03 FEET TO A CALCULATED POINT; THENCE N 34°25'56" W FOR A DISTANCE OF 697.30 FEET TO A CALCULATED POINT; THENCE FOLLOWING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 719.02 FEET AND A CHORD BEARING OF N 24°19'34" W FOR A CHORD DISTANCE OF 294.44 FEET TO A CALCULATED POINT; THENCE N 14°40'57" W FOR A DISTANCE OF 482.43 FEET TO A CALCULATED POINT; THENCE FOLLOWING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 916.62 FEET AND A CHORD BEARING OF N 20°34'02" W FOR A CHORD DISTANCE OF 148.17 FEET TO A CALCULATED POINT; THENCE N 26°08'41" W FOR A DISTANCE OF 72.39 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 41.80 ACRES MORE OR LESS.

Exhibit B

Illustration of Special Source Revenue Credit Calculation

Negotiated FILOT Payment

(Fair Market Value (as adjusted for depreciation) x 6% Assessment Ratio x 423.1 mils)

-

Net FILOT Payment

(\$7,400 (as adjusted for increases in power production))

=

The Special Source Revenue Credit

(for the applicable year)

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BETWEEN

SWEET GRASS SOLAR, LLC as SPONSOR

AND

ANDERSON COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2019

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FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("**Fee Agreement**") is entered into, effective, as of _____, 2019, between Anderson County, South Carolina ("**County**"), a body politic and corporate and a political subdivision of the State of South Carolina ("**State**"), acting through the Anderson County Council ("**County Council**") as the governing body of the County, and Sweet Grass Solar, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("**Sponsor**"), previously identified as Project Tarpon.

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "**Act**") of the Code of Laws of South Carolina 1976, as amended (the "**Code**") and the Multi-County Park Act (as defined herein): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the Sponsor is a wholly owned subsidiary of Southern Current, LLC, a limited liability company organized and existing under the laws of the State of Delaware;

WHEREAS, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities located at a leased site situated west of Belton Honea Path Highway (the "**Land**") in Anderson County, South Carolina (the "**Project**");

WHEREAS, the Project will involve an investment which, but for this Fee Agreement, would have a value for *ad valorem* taxation purposes, of not less than \$3,250,000 within the time period required under the Act ("**Project Sweet Grass Solar**"), meeting the minimum investment requirement under the Act;

WHEREAS, pursuant to the Act, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, the County Council adopted an Inducement Resolution on _____, 2019, (the "**Resolution**"), wherein the County Council, as an inducement to the Sponsor to develop the Project, committed the County to enter into, and authorized the County Administrator, County Attorney and the Executive Director of the Anderson County Economic Development Commission to negotiate with the Sponsor the terms of, this Fee Agreement;

WHEREAS, the County Council adopted an ordinance on _____, 2019 (the "**Fee Ordinance**"), as an inducement to the Sponsor to develop the Project and at the Sponsor's request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax

agreement with the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

WHEREAS, the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, based solely on information provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.

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

ARTICLE I PROJECT OVERVIEW

Section 1.1. *Agreement to Waive Requirement of Recapitulation.* Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Sponsor's noncompliance that are within the County's control.

Section 1.2. *Rules of Construction; Defined Terms.* In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

"Abandonment" shall mean the failure of the Company to achieve Substantial Energy Generation at the Project for a period of one year after the Project has been placed in service.

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

"Act Minimum Investment Requirement" shall mean an investment of at least \$2,500,000 by the Sponsors of eligible economic development property under the Act.

"Administrative Expenses" shall mean the reasonable and necessary expenses, including attorneys' fees, incurred by the County with respect to the Project and this Fee Agreement.

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

"Chairman" shall mean the Chairman of the County Council of Anderson County, South Carolina.

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.

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

“Commencement Date” shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

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

“County Administrator” shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this Fee Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of this Fee Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

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

“Decommissioning” shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitation of the Land, and restoration of the Land to its original state.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.2 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

“Equipment” shall mean all of the equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such equipment and fixtures become a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.18 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes Agreement.

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

“FILOT” shall mean the fee-in-lieu of taxes, which the Sponsor is obligated to pay to the County pursuant to Section 4.2 hereof.

“FILOT Payments” shall mean the payments to be made by the Sponsor pursuant to Section 4.2 hereof.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of the FILOT.

“Investment Period” shall mean the period commencing in 2019 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Economic Development Property is placed in service or the property tax year in which this Fee Agreement is executed; provided a later date may be agreed to by the Sponsor and County pursuant to Section 12-44-30(13) of the Act.

“Land” shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying agreement with Greenville County, dated November 16, 2010, and any amendments thereto (the “Multi County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Negotiated FILOT Payments” shall mean the FILOT payments due pursuant to Section 4.2 hereof with respect to that portion of the Project consisting of Economic Development Property.

“Net FILOT Payment” shall mean a total annual payment of \$7,400 for the entire term of this Fee Agreement, for those years for which a FILOT payment is due hereunder. It is anticipated that the first Net FILOT Payment due hereunder shall be the payment for property tax year 2019, due and payable to the County on or before January 15, 2020. Provided, the Net FILOT Payments shall be increased in any year in which the total power generation capacity of the Project exceeds two megawatts of AC power, in proportion to the excess. For example, and by way of example only, if the total power generation capacity of the Project as of the last day of the 2022 tax year is 125% of two megawatts of AC power, then the Net FILOT Payment for such year shall be increased by 25%. The Sponsor shall provide the County Administrator and Finance Director with report(s) (including third party reports, if applicable) not less frequently than annually, at the end of the calendar year, or any time the power generation capacity of the Project is increased, providing conclusive evidence of the then-current power generation capacity of the Project and the actual maximum power production of the Project since the last such report.

“Phase” or “Phases” in respect of the Project shall mean the Building and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement with an option to extend the term for a further ten (10) years in accordance with the Act. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2054 unless an extension of time in which to complete the Project is granted by the County pursuant to Section 12-44-30(13) of the Act or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Sponsor under Section 12-44-30(20) of the Act, as amended.

“Project” shall mean the Structure and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall have the meaning set forth in the recitals to this Fee Agreement.

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

“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements hereafter situated thereon and all fixtures hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.2 hereof and Section 12-44-60 of the Code.

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

“Sponsor” shall mean Sweet Grass Solar, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“Structure” shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Substantial Energy Generation” shall mean generation of at least 50% of energy capacity at the Project.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any

incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) Based on representations by the Sponsor, the County identified the Project, as a "project" on _____, 2019, by adopting an Inducement Resolution, as defined in the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

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

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

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

(c) The Sponsor intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, install or operate, as applicable solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement

and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor has acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Equipment on the Land which comprises the Project.

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

Section 3.2. *Diligent Completion.* The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

ARTICLE IV PAYMENTS IN LIEU OF TAXES

Section 4.1. *Special Source Revenue Credit.* The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability in an amount equal to the FILOT Payments due under this Fee Agreement, to be calculated as set forth in Section 4.2, minus the Net FILOT Payment. For illustration purposes, and only as a means of illustration, a formula of this calculation is shown on Exhibit B, attached hereto. In no event may the Sponsor's aggregate Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs.

(a) The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this Fee Agreement and, so long as the Sponsor meets the Project Commitment within the Investment Period, shall remain effective for the entire Fee Term. For purposes of this Fee Agreement, "Qualifying Infrastructure Costs" shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

(b) If for any reason the FILOT Payment to be made with respect to any year is less than the Net FILOT Payment, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the Park Act, the Sponsor shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net FILOT Payment and the FILOT Payment of that given year. Any payment made under the foregoing sentence shall be due at the time the corresponding FILOT Payment is due, shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25, Code of Laws of South Carolina 1976, as amended, as allowed under the FILOT Act.

Section 4.2. *Negotiated FILOT Payments.* Pursuant to Section 12-44-50 of the Act, the Sponsor is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of *ad valorem* taxes on all the Equipment, Structures

and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2024, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes, less the Special Source Revenue Credit. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 4.4 hereof):

- Step 1: Determine the fair market value of the improvements to the Real Property and Equipment in the Phase of the Project placed in service in any given year for such year and for the following 29 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Sponsor for any Equipment as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Sponsor under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement. The County and Sponsor also agree pursuant to Section 12-44-50(A)(1) of the Act that the value of the Real Property included in any Phase of the Project shall be its fair market value as determined by appraisal but the fair market value of the Real Property shall be subject to reappraisal by the South Carolina Department of Revenue not more than once every five (5) years.
- Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine (29) years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.
- Step 3: Use a millage rate of 321.5 mils, or the combined millage rates set for the tax year 2019 by the County and Anderson County School District (or the applicable school district) (these combined millage rates being in effect on June 30 prior to the calendar year in which this Agreement is signed as permitted by Section 12-44-50(A)(1)(d) of the Act) and any other overlapping political units having taxing jurisdiction where the Real Property is located, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.
- Step 4: Reduce the calculated amounts determined in the previous Steps by the Special Source Revenue Credit as described in Section 4.1 herein. The Special Source Revenue Credit shall be, at the option of the County, shown on the bill sent by the County to the Sponsor, or paid by a check from the County Treasurer.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor with the benefits to be derived hereof, it being the intention of the County to offer the Sponsor an inducement to locate the Project in the County. If the Project is deemed to

be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Sponsor shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Sponsor with respect to the Project pursuant to the terms hereof.

To the extent permitted by law, because the Negotiated FILOT Payments agreed to herein are intended to be paid by the Sponsor to the County in lieu of taxes, it is agreed that said Negotiated FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Sponsor to the County in property taxes if the Sponsor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said Negotiated FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

If the Sponsor fails to meet the Act Minimum Investment Requirement by December 31, 2024, the Fee Agreement shall terminate and the Sponsor shall owe the County a retroactive tax payment in an amount equal to the difference between *ad valorem* property taxes on the Real Property and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter “**Retroactive Tax Payment**”). The repayment obligations arising under this Section survives termination of this Fee Agreement.

Section 4.3. Payments in Lieu of Taxes on Replacement Property. If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property (the “**Replacement Value**”) is less than or equal to the original income tax basis of the Removed Components (the “**Original Value**”) the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.2 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.2 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Sponsor for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the “**Excess Value**”), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4. Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in

Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.2 hereof.

Section 4.5. *Place and Allocation of Payments in Lieu of Taxes.* The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

Section 4.6. *Removal of Equipment.* The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the “*Removed Components*”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. To the extent that the Special Source Revenue Credit is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Negotiated FILOT Payment for said Removed Component, the amount of the Negotiated FILOT Payment on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any Special Source Revenue Credits were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

Section 4.7. *Damage or Destruction of Project.*

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this Fee Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement, and (ii) the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, the Sponsor may in their sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Section 4.2 hereof.

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

Section 4.8. *Condemnation.*

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat

of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9. *Merger of Sponsor with Related Party.* The County agrees that, without again obtaining the approval of the County (to the extent permitted by the Act), the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this Fee Agreement.

Section 4.10. *Indemnification Covenants.*

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “*Indemnified Party*”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of

any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.11. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary “state-of-the-art” trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor’s operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as confidential information (“Confidential Information”). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County’s police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12. Records and Reports. The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all payments in lieu of taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, “Filings”).

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

Section 4.13. Payment of Administrative Expenses. The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administration Expense and requesting the payment of the same. The payment by the Sponsor of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice.

Section 4.14. Collection and Enforcement Rights of County. The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County’s right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.

Section 4.15. Assignment and Subletting. This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that in connection with any assignment or total subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

Section 4.16. County's Estoppel Certificates for Sponsor's Financing Transactions. The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator's knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

Section 4.17. Sponsor's Continuing Obligations After Termination by Sponsor. In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

Section 4.18. Events of Default. The following shall be "*Events of Default*" under this Fee Agreement, and the term "*Events of Default*" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.2 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

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

Section 4.19. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this Fee Agreement), may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

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

Section 4.20. Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default

hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor is not competent to waive.

Section 4.21. Decommissioning the Project. The Sponsor shall obtain a bond listing the County as obligee in an amount sufficient to ensure performance of Sponsor's Decommissioning obligations upon abandonment, termination of the lease governing the Land, or other termination of the Project by the Sponsor, and taking into consideration the salvage value of the Equipment. The obligations arising under this Section survive termination of this Fee Agreement.

ARTICLE V MISCELLANEOUS

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

AS TO THE COUNTY: Anderson County, South Carolina
 Attn: Anderson County Administrator
 101 S Main St.
 Anderson, SC 29624

WITH COPIES TO: Leon Harmon
 Anderson County Attorney
 101 S Main St.
 Anderson, SC 29624

 James K. Price
 Nexsen Pruet, LLC
 55 E. Camperdown Way, Suite 400
 Greenville, SC 29601
 (864) 282-1164

AS TO THE SPONSOR: Sweet Grass Solar, LLC
 c/o Southern Current, LLC
 1634 Ashley River Road
 Charleston, South Carolina 29407
 ATTENTION: Greg S. K. Ness, General Counsel
 (843) 277-2090

WITH COPIES TO: W. Ford Graham
 K&L Gates LLP
 134 Meeting Street, Suite 500
 Charleston, South Carolina 29401
 (843) 579-5600

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

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

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

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

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

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

Section 5.8. Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

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

Section 5.10. Force Majeure. Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war or national emergency, or acts of God.

Section 5.11. Execution Disclaimer. Notwithstanding any other provisions, the County is executing this Fee Agreement as a statutory accommodation to assist the Sponsor in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Fee Agreement in reliance upon representations by the Sponsor that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

[Signature page follows]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by its Chairman and to be attested by the County Manager; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Lacey Croegaert
Anderson County Clerk to Council

SPONSOR:

SWEET GRASS SOLAR, LLC

By: Paul Fleury
Its: Manager

Exhibit A

Description of Real Estate

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Number 252-00-02-010.

Exhibit B

Illustration of Special Source Revenue Credit Calculation

Negotiated FILOT Payment

(Fair Market Value (as adjusted for depreciation) x 6% Assessment Ratio x 321.5 mils)

-

Net FILOT Payment

(\$7,400 (as adjusted for increases in power production))

=

The Special Source Revenue Credit

(for the applicable year)

ORDINANCE NO. 2019-018

**AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF
A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF
ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK
TO INCLUDE CERTAIN PROPERTY OF PROJECT BROWSER.**

WHEREAS, pursuant to Ordinance No. 4391 enacted October 19, 2010 by Greenville County Council, Greenville County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, with Anderson County (the "Agreement"); and

WHEREAS, pursuant to Section 3(A) of the Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County; and

WHEREAS, in connection with certain incentives being offered by Greenville County to Project Browser, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Greenville County;

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit A to the Agreement is hereby and shall be amended and revised to include the property located in Greenville County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Anderson County Council of a corresponding ordinance, the Agreement shall be deemed amended to so include such property and Exhibit A as so revised, without further action by either county.

DONE in meeting duly assembled this 4th day of June, 2019.

ATTEST:

ANDERSON COUNTY, SOUTH CAROLINA

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

Leon C. Harmon
Anderson County Attorney

First Reading: May 7, 2019
Second Reading: May 21, 2019
Third Reading: June 4, 2019
Public Hearing: June 4, 2019

Addition to Exhibit A to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 1, 2010, as amended,
between Anderson County and Greenville County

All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as 1.829 acres, more or less, according to a plat of survey prepared by Wooten Surveying Co., dated April 17, 2001 and entitled, "Closing Survey for Corpro Properties, LLC" and recorded in the Register of Deeds for Greenville County in Plat Book 43-X, at Page 36, reference being made to this recorded plat for a more complete description by metes and bounds.

Together with that certain 25' foot sanitary sewer easement shown on a plat recorded in the Office of the Register of Deeds for Greenville County in Plat Book 41-V, at Page 48A and 48B and reserved in Deed recorded on September 2, 1992 in Deed Book 1486, at Page 936.

This being the same property conveyed unto the grantor herein by deed from Corpro Properties, LLC dated December 16, 2015, recorded December 17, 2015, in the Office of the Register of Deeds for Greenville County, SC, in Deed Book 2478, at Page 4869.

The above described property is subject to any and all easements and/or rights of way for roads, utilities, drainage, etc. as may appear of record and/or on the premises and to any and all restrictions, covenants or zoning ordinances affecting such property as may appear of record.

Tax Map Number 0530050102901

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR ANDERSON COUNTY**

ORDINANCE NO 2019-017

AN ORDINANCE TO ADOPT THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020, AND TO MAKE APPROPRIATIONS FOR SUCH ANDERSON COUNTY BUDGETS FOR COUNTY ORDINARY PURPOSES AND FOR OTHER COUNTY PURPOSES FOR WHICH THE COUNTY MAY LEVY A TAX OTHER THAN FOR TRI-COUNTY TECHNICAL COLLEGE PURPOSES; TO PROVIDE FOR THE LEVY OF TAXES ON ALL TAXABLE PERSONAL AND REAL ESTATE PROPERTIES IN ANDERSON COUNTY FOR SUCH COUNTY ORDINARY PURPOSES, INCLUDING SUFFICIENT TAX TO PAY THE PRINCIPAL AND INTEREST ON OUTSTANDING INDEBTEDNESS OF ANDERSON COUNTY MATURING DURING SAID FISCAL YEAR; TO ADOPT THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020, AND TO MAKE APPROPRIATIONS FOR SUCH ANDERSON COUNTY BUDGETS, FOR TRI-COUNTY TECHNICAL COLLEGE; TO PROVIDE FOR THE LEVY OF TAXES ON ALL PERSONAL AND REAL PROPERTIES IN ANDERSON COUNTY ON WHICH SCHOOL TAXES MAY BE LEVIED FOR SUCH TRI-COUNTY TECHNICAL COLLEGE PURPOSES; TO PROVIDE FOR THE LEVY, ASSESSMENT AND COLLECTION OF CERTAIN OTHER TAXES AND FEES; TO PROVIDE FOR THE EXPENDITURE OF SAID TAXES AND OTHER REVENUES COMING TO THE COUNTY DURING SAID FISCAL YEAR; AND TO PROVIDE FOR OTHER MATTERS RELATING TO ANDERSON COUNTY.

BE IT ENACTED by the County Council for Anderson County, South Carolina ("Anderson County"), as follows:

The following operating and capital budgets for Anderson County for the fiscal year beginning July 1, 2019, and ending June 30, 2020, are hereby adopted and directed to be implemented by the Anderson County Administrator and staff.

SECTION I-ADOPTION OF OPERATING AND CAPITAL BUDGETS FOR COUNTY ORDINARY AND OTHER PURPOSES

Pursuant to Section 4-9-140 of the South Carolina Code of Laws, 1976, as amended (the "Code"), the operating and capital budgets of Anderson County (the "Anderson County Budgets"), for County ordinary purposes and for other County purposes for which the County may levy a tax other than for Tri-County Technical College purposes, as hereinafter set forth, by reference and otherwise, are hereby adopted for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

SECTION II-LEVYING OF A SUFFICIENT TAX FOR COUNTY ORDINARY AND OTHER PURPOSES

A tax of sufficient millage to fund the appropriations for the Anderson County Budgets, herein made, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, after crediting against such appropriations all other revenue anticipated to accrue to Anderson County during said fiscal year, not designated for any other specific purpose, is hereby directed to be levied upon all taxable property of Anderson County upon which the County may levy County ordinary taxes, for County ordinary purposes and for other County purposes for which the County may levy a tax, other than for the Anderson County Library, Tri-County Technical College purposes, County sewer, Countywide Emergency Medical Service, Solid Waste fees, Sewer fees, Civic Center fees, Animal Shelter fees, 9-1-1 tariffs, and road encroachment fees, all as separately levied in this Ordinance, such tax to fund the following amounts or millage, which shall be separately identified, levied, collected, and accounted for, as millage, for the purposes shown, as required by subsequent sections of this Ordinance (excluding Fee-In-Lieu of Taxes), with the total millage so levied, exclusive of debt service millage to be set by the Anderson County Auditor, not to exceed 82.7 mills. This Ordinance shall serve as Anderson County Council's written certification to the Anderson County Auditor required under Section 12-43-285 of the South Carolina Code of Laws (1976, as amended).

County Ordinary	\$46,200,000	64.0 Mills
2007 General Obligation Bonds	\$703,000	1.0 Mills*
2008 General Obligation Bonds	\$800,000	1.1 Mills*

*Debt service levies are statutorily set by the Auditor in the fall. This is an estimate for budget purposes.

Other taxes and uniform assessments levied by this Ordinance are:

Anderson County Library	\$4,800,000	6.9 Mills
Infrastructure Reserve Fund	\$995,000	1.4 Mills
Capital Fund	\$2,670,000	3.8 Mills
Tri-County Technical College	\$2,830,000	4.1 Mills
Anderson County Sewer	\$1,720,000	3.0 Mills
County EMS	\$4,656,000	6.6 Mills
Solid Waste/Recycling Fees	As set in Section XV	\$71.68 per household \$82.49 per commercial
Sewer Fees	As set in Section XVI	
Civic Center Fees	As set in Section XXXIV	
Animal Shelter Fees	As set in Section XXXV	
911 Tariff	As set in Section XXXVII	
Road Encroachment Fees	As set in Section XXXVIII	

SECTION III-GENERAL FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set

forth verbatim herein, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

GENERAL FUND APPROPRIATIONS

<u>FUNCTION</u>	<u>AMOUNT APPROPRIATED</u>
County Government Administration	\$26,853,510
Health and Welfare	3,065,250
Public Safety	37,259,580
Public Works	12,065,580
Culture and Recreation	2,563,920
Transfer Out	1,212,625
Contingency	100,000
Total Appropriations-General Fund	<u>\$83,120,465</u>

GENERAL FUND REVENUE

LOCAL SOURCES-4100

100-101	Property Taxes-RPC Current	\$39,800,000
100-102	Property Taxes-RPC Delinquent	3,000,000
100-103	Property Taxes-Vehicles	6,400,000
100-105	Property Taxes-Fee-In-Lieu of Taxes	2,000,000
000-115	Concessions-Civic Center	3,000
000-125	Ticket Sales-Civic Center	12,000
000-140	Rent of Property-Civic Center	163,000
000-180	Vendor Fees	7,000
001-105	Baseball-Sports Complex	7,000
001-106	Soccer-Sports Complex	25,000
001-107	Softball-Sports Complex	10,000
001-108	Tennis-Sports Complex	450
001-115	Concessions-Sports Complex	5,000
001-125	Rental-Sports Complex	5,000
003-115	Concessions-Amphitheatre	2,000
003-120	Facility Fee-Amphitheatre	5,000
200-110	Fees/Fines-Court Division	170,000
200-120	Fees/Fines-Family Court	465,000
200-121	Fees/Fines-Family Court Filing Fees	17,000
200-125	Fees/Fines-Worthless Check Unit	12,000
200-135	Fees/Fines-Register of Deeds	1,600,000
200-140	Fees/Fines-Judge of Probate	500,000
200-150	Fees/Fines-Master-in-Equity	225,000
200-155	Fees/Fines-Sheriff	25,000
200-158	Fees/Fines-Magistrates	830,000
200-162	Decal Fees	150,000
200-165	Oconee County Master-in-Equity	36,055
200-166	Oconee County Drug Lab Match	89,390

200-168	Medical Examiner Reimbursement	120,000
200-169	Local Contributions-TCTC	50,000
200-175	School Crossing Guards	165,000
200-176	School Resource Officers	2,100,000
300-105	Fees-Animal Shelter	55,000
300-110	Fees-Cablevision Franchise	1,600,000
300-120	Fees-Maps and Plats	3,000
300-125	Fees-Municipal Collection	28,000
300-132	Fees-Delinquent Tax Posting Fee	27,000
300-140	Permits-Building	650,000
300-145	Permits-Electrical	260,000
300-150	Permits-Heating and Air	85,000
300-155	Permits-Land Use	28,000
300-157	Fees-Plan Reviews	120,000
300-160	Permits-Plumbing	60,000
300-165	Permits/License-Mobile Homes	22,000
300-174	Permits-Encroachment	38,000
300-180	Fees-Re-inspections	5,000
300-181	Sex Offender Registry	16,000
300-182	Inspections-Engineering	5,000
300-190	Miscellaneous	130,000
400-160	Library Security Reimbursement	90,500
600-140	Rent of Property	15,000
600-143	Booth Rental-Farmer's Market	5,300
600-144	Farmer's Market-Event Rental	4,000
600-145	Broadway Lake Rental	32,000
900-120	Interest Income	370,000
3700-000-101	Fund Balance	<u>9,962,875</u>
	Total Amount of Local	<u>71,610,570</u>
STATE SOURCES-4200		
400-218	Flood Control	140,000
400-220	Health and Environmental	20,000
500-115	Registration and Elections	263,240
500-125	Local Government Fund	7,584,000
500-135	Merchants Inventory	273,260
500-150	Homestead Exemption	2,232,920
500-160	Salary Assistance	<u>7,875</u>
	Total Amount of State	<u>10,521,295</u>
FEDERAL SOURCES-4300		
500-150	Corps of Engineers	88,600
500-165	DSS Reimbursement	<u>105,000</u>
	Total Amount of Federal	<u>193,600</u>
TRANSFER IN-6400		
100-168	Transfer In-Documentary	350,000
100-175	Transfer In-State ATAX	45,000
100-177	Transfer In-Local Accommodations Tax	<u>400,000</u>

Total Amount of Transfer In	<u>795,000</u>
Total Revenue-General Fund	<u>\$83,120,465</u>

No amount of the Local Government Fund revenue shall be used for lobbying purposes.

SECTION IV-SPECIAL REVENUE FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

SPECIAL REVENUE FUND APPROPRIATIONS	
Total Appropriated	<u>\$55,109,690</u>

SPECIAL REVENUE FUND REVENUE

Sheriff's Special Revenue Funds

152	DSS Incentive Payments	35,000
	Fund Balance	50,000
173	Detention Center Canteen-Concessions	200,000
	Detention Center Canteen-Fund Balance	160,000
181	Office of Justice Programs-Federal Grant	412,675
	Transfer In-General Fund	14,740
195	Sheriff Forfeiture Fund	400,000
	Fund Balance	474,420
198	Sheriff Forfeiture Non-Drug Fund	50,000
	Fund Balance	<u>70,000</u>
	Total Sheriff Special Revenue Funds	<u>\$1,866,835</u>

Special Revenue Funds Other Than Sheriff's Office

102	Grants-Local Contributions	\$3,198,100
	State Grants	5,969,380
	Transfer In-Accommodations Tax	106,000
	Fund Balance	73,940
106	Clerk of Court-Bondsmen-Local Contributions	7,000
	Fund Balance	7,500
108	Water Recreation-State Grants	135,235
114	Public Defender-Local Contributions	200,000
	State Revenue	1,100,000
	Municipal Funding	55,000
	Transfer In-General Fund	380,000
	Fund Balance	324,055
118	HOME Program-Federal Grant	800,140
	Transfer In-General Fund	117,595
125	Assessor Mapping Project-Fund Balance	19,180
126	Textile Communities Revitalization-Brownsfield Loan	450,000

	State Grant	205,000
	Federal Grant	800,000
	Transfer In-General Fund	50,000
	Fund Balance	3,150
127	CDBG Rehabilitation-Federal Grant	902,020
	Local Contributions	100,000
133	Senior Citizens Grant	198,130
137	Fund Balance	2,000
139	"C" Funds	3,500,000
	Fund Balance	5,502,000
140	Tri-County Technical College-Millage	2,830,000
	Delinquent Taxes	95,000
	Fee-In-Lieu of Taxes	127,000
	Merchants Inventory	13,630
	Homestead Exemption	142,900
	Fund Balance	(62,830)
142	Airport	2,567,915
143	Anderson County Library-Millage	4,880,000
	Delinquent Taxes	165,000
	Fee-In-Lieu of Taxes	210,000
	Homestead Exemption	240,700
	Fund Balance	119,385
150	Title IV-D/Family Court-Incentive Payments	511,295
156	Victim Bill of Rights	163,000
	Transfer In-General Fund	74,235
157	Victims of Crime Act Grant	198,385
163	HAZMAT-Local Contributions	50,000
	Fund Balance	28,150
165	Federal Emergency Management Agency-Federal Grant	721,780
168	Documentary Stamps	3,000,000
	Fund Balance	350,000
174	E-911 Revenues	1,390,000
	Fund Balance	250,615
175	State Accommodation Tax	425,000
176	Infrastructure-Transfer In-Infrastructure Reserve	1,034,000
177	County Accommodations Tax	1,100,000
	Fund Balance	510,000
180	PARD/Recreation-State Grants	78,000
	Local Contributions	100,000
	Transfer In-General Fund	19,500
	Fund Balance	226,180
191	Duke Energy-EPD	15,000
	Fund Balance	28,600
193	EMS-Millage	4,656,000
	Delinquent Taxes	160,000

	Fee-In-Lieu of Taxes	205,000
	State Grant	17,000
	Homestead Exemption	230,265
	Fund Balance	186,810
194	Animal Shelter Donations	95,000
	Fund Balance	145,000
196	Infrastructure Reserve Fund-Millage	995,000
	Delinquent Taxes	40,000
	Fee-In-Lieu of Taxes	43,000
	Homestead Exemption	48,800
	Fund Balance	613,115
	Total Special Revenue Funds (Excluding Sheriff)	<u>53,242,855</u>
	Total Special Revenue Fund Revenue	<u>\$55,109,690</u>

SECTION V-DEBT SERVICE AND OTHER FINANCING APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

GENERAL OBLIGATION BOND DEBT SERVICE APPROPRIATIONS

<u>BOND</u>	<u>APPROPRIATED</u>
2007 General Obligation Bond	\$861,000
2008 General Obligation Bond	922,405
2019 General Obligation Bond	<u>250,000</u>
Total General Obligation Bond Debt Service Appropriated	<u>\$2,033,405</u>

GENERAL OBLIGATION BOND DEBT SERVICE REVENUE

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Property taxes	\$1,553,000
Fee-In-Lieu of Taxes	68,000
Merchants Inventory	74,800
Homestead Exemption	73,300
Transfer In-Capital Projects	250,000
Fund Balance	<u>14,305</u>
Total General Obligation Bond Debt Service Revenue	<u>\$2,033,405</u>

REVENUE BOND DEBT SERVICE APPROPRIATIONS

<u>BOND</u>	<u>APPROPRIATED</u>
Special Source Revenue Bonds	<u>\$1,683,000</u>
Total Revenue Bond Debt Service Appropriated	<u>\$1,683,000</u>

REVENUE BOND DEBT SERVICE REVENUE

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Transfer In-Economic Development Fund	<u>\$1,683,000</u>

Total Revenue Bond Debt Service Revenue	<u>\$1,683,000</u>
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SPECIAL TAX DISTRICT APPROPRIATIONS

SPECIAL TAX DISTRICT	AMOUNT
Cedar Glen	\$11,615
Hidden Brooks	7,975
Knight's Bridge	5,840
Supreme Industrial Park	7,510
Ashwood Subdivision	7,935
Sharen Ridge	8,745
The Farm	<u>5,160</u>
Total Special Tax District Appropriations	<u>\$54,780</u>

SPECIAL TAX DISTRICT REVENUE

SOURCE OF REVENUE	AMOUNT
Special Tax District Fees	\$54,780
Total Special Tax District Revenue	<u>\$54,780</u>

LEASE PURCHASE FINANCINGS ANNUAL APPROPRIATIONS

Equipment Lease Purchase	
Total Lease Purchase Financings Annual Appropriations	<u>\$3,143,465</u>
Total Lease Purchase Financings Annual Appropriations	<u>\$3,143,465</u>

LEASE PURCHASE FINANCINGS REVENUE

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Transfer In-CDBG	\$3,150
Transfer In-E-911	111,365
Transfer In-Infrastructure Reserve Fund	705,915
Transfer In-Capital	<u>2,323,035</u>
Total Lease Purchase Financings Revenue	<u>\$3,143,465</u>
Total Debt Service and Other Financings Appropriations	<u>\$6,914,650</u>
Total Debt Service and Other Financings Revenue	<u>\$6,914,650</u>

To the extent that any monies remain in any debt service funds of the County, upon complete satisfaction of the debt for which such funds were collected, the County Administrator may transfer all such excess and otherwise unused funds to, and utilize such funds for any other Anderson County debt service fund which has been lawfully created by Anderson County Council to pay debt service on any lawful debt obligation of the County. Further, to the extent that any monies remain in the capital project accounts of the County, upon complete satisfaction of the stated purposes for which such funds were initially authorized, the County Administrator may transfer all such excess and otherwise unused funds to, and utilize such funds for any other Anderson County activity or purpose which has been duly authorized by Anderson County Council and for which debt funds of the County may be lawfully used.

SECTION VI-CAPITAL PROJECTS FUNDS APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, the

following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

CAPITAL PROJECTS FUNDS APPROPRIATIONS		
<u>FUND</u>	<u>ACTIVITY</u>	<u>APPROPRIATED</u>
311	Arthrex	\$2,750,000
312	Green Pond Landing Event Center	631,730
317	TTI Building	1,000,000
319	2019 General Obligation Bond	8,500,000
346	2018 SSRB	22,626,450
360	Capital Reserve Fund	8,715,890
368	Economic Development	1,683,000
Total Capital Funds Appropriations		<u>\$45,907,070</u>

CAPITAL PROJECTS FUNDS REVENUES		
<u>FUND</u>	<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
311	Arthrex-State Grant	\$2,750,000
312	Green Pond-Local Contributions	63,175
	Fund Balance	568,555
317	TTI Building	1,000,000
319	2019 General Obligation Bond	8,500,000
346	Special Source Revenue Bond	22,626,450
360	Capital Reserve Fund-Property Taxes	2,765,000
	Fee-In-Lieu of Taxes	115,130
	Interest	63,925
	Homestead Exemption	132,120
	State Grant	1,200,000
	Sale of Capital	450,000
	Insurance Proceeds	65,000
	Transfer In-General Fund	565,000
	Fund Balance	3,359,715
368	Economic Development-Property Taxes	1,005,225
	Fee-In-Lieu of Taxes	1,719,225
	Fund Balance	(1,041,450)
Total Capital Funds Revenue		<u>\$45,907,070</u>

SECTION VII-ENTERPRISE FUNDS APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein; provided, however that to the extent, only, that revenues for Enterprise Fund activities exceed the revenue projections shown below, the Appropriations shown for Enterprise Funds herein may be adjusted by the Administrator to match the increased revenues, subject to the requirements of Section XXVIII, hereof. Provided, further, that the Administrator is authorized to write off, discharge, or otherwise adjust uncollectible and otherwise unenforceable debt owed to the enterprise funds of the county, utilizing the same standards used by

the Anderson County Treasurer to adjust nulla bona debt of the County.

ENTERPRISE FUNDS APPROPRIATIONS

<u>ACTIVITY</u>	<u>APPROPRIATED</u>
Sewer	\$9,847,300
Stormwater	714,575
Solid Waste/Recycling	7,617,470
Total Enterprise Funds Appropriations	<u>\$18,179,345</u>

ENTERPRISE FUNDS REVENUES

<u>REVENUES</u>	<u>AMOUNT</u>
Sewer Property Taxes, State Revenue, Fees & Interest	\$8,379,505
Sewer-Federal Grant	500,000
Sewer-Fund Balance	967,795
Stormwater-Fees	115,015
Stormwater-Transfer In from Sewer	599,560
Solid Waste/Recycling	7,517,220
Solid Waste/Recycling State Grant	119,750
Solid Waste Fund Balance	(19,500)
Total Enterprise Funds Revenues	<u>\$18,179,345</u>

SECTION VIII-LEVYING OF A SUFFICIENT TAX FOR ANDERSON COUNTY LIBRARY PURPOSES

A tax of sufficient millage to fund the appropriations in the amount of \$4,880,000 (excluding delinquent taxes totaling approximately \$165,000, fee-in-lieu of taxes totaling approximately \$210,000, homestead exemption totaling approximately \$240,700 and usage of fund balance totaling approximately \$119,385), for the Anderson County Library budgets, herein made, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, is hereby directed to be levied on all personal and real property in Anderson County, and shall be identified as such on Anderson County tax bills. To the extent such levy results in excess revenues, above those stated above, all such revenues shall be placed and maintained in the Anderson County Library fund balance. Any funds in the Anderson County Library fund balance at any point in time in excess of those required for the Anderson County Library budgets herein made, may be utilized by the Anderson County Library Board of Trustees; provided, however, the expenditures of said surplus funds shall never exceed the amount of the most recent approved budget of the Library. There shall be credited against said appropriations all other revenues anticipated to accrue to Anderson County during said year for Anderson County Library. All such taxes and other revenues shall be levied, collected, deposited, disbursed and accounted for in the Anderson County Library Fund, with a specific levy and account for the library appropriation category listed herein.

SECTION IX-ANDERSON COUNTY LIBRARY FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

ANDERSON COUNTY LIBRARY FUND APPROPRIATIONS

<u>ACTIVITY</u>	<u>APPROPRIATED</u>
Anderson County Library Fund	<u>\$5,615,085</u>
Total Anderson County Library Fund	<u>\$5,615,085</u>
Appropriations	

ANDERSON COUNTY LIBRARY FUND APPROPRIATIONS

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Property Taxes	\$4,880,000
Delinquent Taxes	165,000
Fee-In-Lieu of Taxes	210,000
Homestead Exemption	240,700
Fund Balance	<u>119,385</u>
Total Anderson County Library Fund Revenue	<u>\$5,615,085</u>

The Anderson County Auditor is hereby directed to levy as separately identified County ordinary millage and the Anderson County Treasurer hereby directed to collect, disburse monthly (if funds are available), and account for as a separate fund the sums identified herein for the Anderson County Library Fund.

SECTION X-ADOPTION OF OPERATING AND CAPITAL BUDGETS FOR TRI-COUNTY TECHNICAL COLLEGE PURPOSES

Pursuant to Section 4-9-70 of the Code, the operating and capital budgets of Anderson County specifically for Tri-County Technical College as hereinafter set forth, by reference and otherwise, are hereby adopted for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

SECTION XI-LEVYING OF A SUFFICIENT TAX FOR TRI-COUNTY TECHNICAL COLLEGE PURPOSES

A tax of sufficient millage to fund the appropriations in the amount of **\$2,830,000** (excluding delinquent taxes totaling approximately \$95,000, fee-in-lieu of payments totaling approximately \$127,000, merchants inventory payments totaling \$13,630, homestead exemption payments totaling \$142,900, and addition to fund balance totaling approximately \$62,830) for the Tri-County Technical College Budgets, herein made, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, is hereby directed to be levied on all personal and real property in Anderson County on which school taxes may be levied, and shall be identified as such on Anderson County tax bills. To the extent such levy results in excess revenues, above those stated above, all such revenues shall be placed and maintained in the Tri-County Technical College fund balance. There shall be credited against said appropriations all other revenues anticipated to accrue to Anderson County during said year for Tri-County Technical College. All such taxes and other revenues shall be levied, collected, deposited, disbursed and accounted for in the Tri-County Technical College Fund, with a specific levy and account for the special education appropriation category listed herein.

SECTION XII. TRI-COUNTY TECHNICAL COLLEGE FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated

revenues to be applied thereto as reflected herein:

TRI-COUNTY TECHNICAL COLLEGE APPROPRIATIONS

<u>ACTIVITY</u>	<u>APPROPRIATED</u>
Tri-County Technical College	<u>\$3,145,700</u>
Total Tri-County Technical College Appropriations	<u>\$3,145,700</u>

TRI-COUNTY TECHNICAL COLLEGE REVENUES

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Property Taxes	\$2,830,000
Delinquent Taxes	95,000
Fee-In-Lieu of Taxes	127,000
Merchants Inventory	13,630
Homestead Exemption	142,900
Fund Balance	<u>(62,830)</u>
Total Tri-County Technical College Revenues	<u>\$3,145,700</u>

SECTION XIII-TAX FOR ANDERSON COUNTY SEWER

There is hereby directed to be levied a tax of three (3) mills on all county ordinary taxable and real property in all unincorporated areas of Anderson County, pursuant to Anderson County Ordinance Number 164 of 1986, in order to provide sewer service in the County.

SECTION XIV. LEVYING OF A TAX FOR COUNTYWIDE EMERGENCY MEDICAL SERVICES

There is hereby directed to be levied a tax of six and six-tenths mills (6.6 mills) to provide such emergency medical services in the County; to be subject to and dependent upon the approval by County Council, prior to the levy of County taxes, of: the creation and organization of an oversight and governance board for County emergency medical services not addressed elsewhere; bylaws and agreements and other organizational documents for such board; applicable minimum standards for County providers of emergency medical services; oversight rules and agreements for County providers of emergency medical services; approval by County Council of funding for such emergency medical services including any required levy of County taxes; and a plan and procedure for the distribution of such levied funds to the County providers of emergency medical services on a fair and equitable basis.

SECTION XV-SOLID WASTE/RECYCLING FEES

There shall be a uniform \$71.68 Residential Solid Waste/Recycling Fee annually imposed upon the owner of record of each residence in the County, including all single and multi-family homes, mobile homes, and all lease and rental properties, and a uniform Commercial \$82.49 Solid Waste/Recycling Fee annually imposed upon every business, excepting industries, located in a municipality in the County, and to be collected by such municipality not less frequently than annually and remitted to the County within thirty (30) days from the deadline imposed by the municipality for such collections. Together, these fees, plus the Starr C&D Landfill usage fee of \$28/ton and revenues received from the sale of recycled materials, interest income, state grant and tire revenue are currently estimated to produce approximately \$7,636,970 for this fiscal year, and constitute the total anticipated fiscal year 2018-2019 revenues of the Solid Waste and Recycling Department.

The residential Solid Waste and Recycling Fees shall be levied as a uniform assessment by the Anderson County Auditor and placed upon the annual real estate tax notice and collected by the Anderson County Treasurer, pursuant to state law. The fiscal officers of the County shall have the authority to nulla bona or abate these fees to the same extent and under the same conditions as they do for a comparable tax.

Further, there shall be imposed a late fee and supplemental processing charge of \$6.00, for all Solid Waste/Recycling Fees not timely remitted to the County Treasurer by March 16 of the year when due. For all past due accounts in excess of one year, the County shall impose an additional annual penalty of \$12.00. The County shall pursue all legal remedies available to it to recover past due amounts, and shall hold the property owner responsible for all costs of collection, including reasonable attorney fees, as a part of such collection efforts and as a part of the fees imposed by County Council pursuant to state law, in order that lawful tax-paying citizens not be forced to subsidize those taxpayers who do not pay this lawful fee in a timely manner. Failure by a municipality to collect the uniform Commercial \$84.98 Solid Waste/Recycling Fee or to remit such collected fees to the County in accordance with this section may result in the County terminating solid waste disposal privileges for such municipality until all such collections and/or remittances are made current.

All proceeds collected from these fees shall be accounted for in a separate fund to be used solely to account for solid waste operations in the County, including but not limited to, the collection, disposal, transfer, and recycling of solid waste, including, without limitation, the purchase or construction of machinery, equipment, and facilities for such operations, as well as the administrative expenses incurred in the operation of the Anderson County Solid Waste and Recycling Department and collection of the annual solid waste/recycling fee. The County is authorized to issue appropriate legal obligations, including bonds, as appropriately authorized by normal County processes to pay for all of the foregoing costs, utilizing the proceeds from these fees to pay for such costs, including, without limitations, to pay the debt service for such bond obligations. The fees addressed in this section may be set or changed by simple vote of County Council, and will be adjusted by the County Administrator and the Public Works Division Director of the County accordingly to reflect these changes by County Council. The provisions of this Section shall be codified in a separate ordinance of the County pertaining to Solid Waste/Recycling Fees, which shall include provisions for enforcement, including civil and criminal penalties for non-payment.

Because empirical evidence indicates that senior citizens generate less Solid Waste, by consuming less, than younger residents, the Anderson County Auditor shall only levy and collect a \$40 Residential Solid Waste/Recycling Fee for every household which qualifies for and is granted the State Homestead Exemption.

SECTION XVI-SEWER FEES

The County is party to multiple agreements with the City of Anderson, South Carolina (the "City"), which have been in effect for many years and are of indefinite duration. Those agreements require the County to pay a pro rata share of the cost of certain upgrades to the City's sewer system, based on the volume of discharge and the nature of the discharge. Because the County does not set the amount of such costs and because the costs are based on actual use by customers using the system, the only equitable method to use for paying the cost of increase charged by the City, pursuant to

contractual agreements of long standing, is to increase the County sewer use charges affected, by the respective percentage or amount of increase charged by the City, i.e., to treat the amount charged by the City as a "pass-through" charge to the system users. In addition, the County has certain debt instruments in effect, with the South Carolina State Revolving Fund and others, which require the County to set sewer user charges in such an amount as will generate sufficient funds to pay all debt service on such debt instruments. The County Administrator and the Public Works Division Director may effect such "pass-through" charges by insuring that amounts charged by the City are correct and then passing those charges along, pro rata, to the users of the County sewer system impacted by the City charges, in the form of adjusted sewer use charges, based on the same cost increase factors utilized by the City, and may otherwise adjust such sewer use charges as required to adequately meet all debt service requirements of sewer system debt instruments and obligations duly authorized by County Council.

SECTION XVII-STORMWATER REQUIREMENTS AND PERSONNEL

Federal and state law mandates the management of stormwater runoff by Anderson County. Accordingly, certain Public Works employees have been assigned to the management of Anderson County's Stormwater Runoff management program. Anderson County Council may utilize funds from the Sewer Fund for the Stormwater Runoff management program, to the extent such funds are available and sufficient for that purpose and exceed stormwater fees collected for that purpose, rather than impose additional federally and state mandate-created fees for such purposes.

SECTION XIII-CREATION AND APPROPRIATION OF PUBLIC INFRASTRUCTURE FUND

There has heretofore been established, and shall be maintained as a separate budgetary and operational fund of the County, the Anderson County Public Infrastructure Fund (the "Fund"). The County shall deposit into such Fund those revenues of the County derived from fee-in-lieu-of-tax ("FILOT") payments from the several joint county industrial and business parks of the County ("multi-county parks" or "MCIPs"), which are designated to be so deposited by this Ordinance or other ordinances of Anderson County, including, without limitation, Ordinance #2004-041, as amended from time to time ("Ordinance #2004-041"). Moneys deposited into the Fund shall be utilized for the costs of infrastructure serving economic development purposes in Anderson County ("Infrastructure") in accordance with the provisions of 4-1-170, et seq., Code of Laws of South Carolina, 1976, as amended, and as directed by Anderson County Administrator. Such expenditures are hereby authorized by Anderson County Council. Deposits into such Fund shall include, without limitation, those revenues from the Anderson County-Greenville County multi-county park which are allocated to that purpose by Ordinance #2004-041, (exclusive of such revenues as are being utilized for separate special source revenue bonds issued to fund Infrastructure). Moreover, Anderson County Council affirms that distribution of the FILOT revenues received by Anderson County pursuant to the multi-county park agreements with Clarendon County and with Abbeville/McCormick Counties for park premises under those two agreements which are located in Anderson County shall be distributed in the same manner and pursuant to the same allocation methodology as set forth in Ordinance #2004-041. All monies and revenues received by Anderson County pursuant to Ordinance #2004-041 and this Section shall be accumulated in, accounted for, and distributed from such Fund as provided in such Ordinance and in this Section. Expenditures may be made from such Fund to pay the cost of such Infrastructure directly or to make debt service payments on bonds or notes payable issued by the County to fund such Infrastructure.

SECTION XIX-SPECIAL TAX DISTRICT REVENUES AND APPROPRIATIONS

The County Finance Department shall receive and account for those revenues of the County levied and collected for the special tax districts of the county, as authorized, required, and levied by the County ordinances creating such special tax districts. The County Finance Department will disburse moneys from such funds in accordance with the County ordinances creating the special tax districts, including, without limitation, for reimbursements of the County Public Works Division in accordance with such ordinances. Such monies are hereby appropriated for those purposes.

SECTION XX-FUNDING OF COUNTY ORGANIZATIONS

All dependent boards, agencies, commissions, and organizations of the County, funded by these budgets, except for County Rescue Squads shall be disbursed funds on a quarterly basis upon a letter of request to the County Administrator any time after the beginning of the first month of the quarter. A brief report shall be submitted along with the letter of request, detailing how County funds were expended in the previous quarter. An audit report shall be presented to the County Administrator within six months following the end of the respective fiscal year for each organization addressed by this Section following receipt of request by the County Administrator.

SECTION XXI-SETTING OF A MILLAGE RATE

The Anderson County Council, working in cooperation with the Anderson County Auditor and Treasurer and in accordance with the laws and Constitution of the State of South Carolina, shall calculate and fix the amount of the millage necessary, not to exceed 82.7 mills total, exclusive of debt service millage to be set by the Anderson County Auditor, as set forth herein, to support the appropriations herein made, with the exception of those appropriations and portions thereof supported by revenues other than property taxes, and shall so advise the Auditor and Treasurer of Anderson County who shall levy and collect said millage, respectively, as hereby directed by the County Council, in addition to any millage (for debt service or otherwise) for which the statutory authority to determine and levy is granted to the Anderson County Auditor and the authority to collect is given to the Anderson County Treasurer. All such levies of taxes authorized herein by Anderson County Council for County of Anderson purposes shall be set forth, stated, and mailed to the taxpayers of Anderson County on a tax notice showing such levies separate and independent of levies of taxes by any other legal entity or political subdivision of the State of South Carolina, whether on a two-sided tax notice or a multi-page tax notice or any other form of tax notice accomplishing the purpose set forth in this paragraph. Anderson County Council will provide forms for such tax notices and no funds appropriated by this budget ordinance are authorized for the procurement or preparation of any other form of tax notice.

SECTION XXII-COMPLIANCE WITH COUNTY CODE AND ACCOUNTABILITY

All funds for County ordinary purchases and procurements shall be obligated in accordance with the County Code through the County Central Purchasing Department and will be disbursed by the Finance Department so as to provide for necessary auditing, unless specifically exempted by County Council in public session.

All State and Federal Grants will be administered, coordinated, and accounted for by the Anderson County Finance Department.

Use of funds appropriated by County Council district or otherwise, to reimburse members of

County Council for reimbursable expenses (that is, for lodging, travel, registration fees, training, meals, and telephone usage) incurred in the discharge of their official duties shall be in accordance with the terms and provisions of the County Code.

SECTION XXIII-DEPOSITS

All service charges, reimbursements, fees, fines, other funds received by county departments shall be deposited with the County Treasurer as soon as possible after collection; but in no case shall the time lapse between collection and deposit with the Treasurer exceed thirty (30) days. The Treasurer is authorized and directed to deposit all funds received into the appropriate interest-bearing accounts, and any surplus funds and all accumulative interest shall be deposited into the General Fund of Anderson County.

SECTION XXIV-SURPLUS FUNDS

Except as otherwise noted herein, any surplus in the General Fund of the County or any moneys accruing therefrom shall be used as a contingency fund and shall be spent as authorized and directed by the Anderson County Council during the fiscal year addressed by this Ordinance, only. At the end of such fiscal year those funds shall be accounted for as addressed in the next succeeding Section. Any surplus in other funds of the County or any monies accruing therefrom shall be retained and accounted for in such other fund or funds and shall be carried forward from year to year as fund balances in such funds.

SECTION XXV-END OF FISCAL YEAR ACCOUNTING

All appropriations made by this Ordinance for which monies have not been obligated or encumbered by the end of June 30, 2020, shall lapse and expire at that time. All appropriations made by this Ordinance for which the funding monies have been obligated or encumbered by June 30, 2020 shall remain on the books of Anderson County at June 30, 2020 for matching of the applicable expenditure for year-end accrual purposes. Once the ledgers are closed for year-end accrual purposes, the unused encumbrance amount will be removed from the encumbrance system. Unobligated General Fund budgetary appropriations and monies received by County departments and existing without obligation at the close of the fiscal year addressed by this Ordinance shall revert to the General Fund of Anderson County to be accounted for as fund balance; no existing appropriation or actual revenues on hand at the end of the fiscal year may be expended by any department during the succeeding fiscal year without new appropriation by County Council. Any surplus in other funds of the County or any moneys accruing therefrom shall be retained and accounted for in such other fund or funds and shall be carried forward from year to year as fund balances in such funds.

SECTION XXVI-TRANSFERRING OF FUNDS

The Administrator may approve changes in a department budget from one line item to another in an amount up to and including \$10,000 at any one time; provided, however, the total department budget shall not increase, no new positions may be created, or capital expenses, may be accomplished by such a transfer without County Council approval. No transfer for any one type of good or services may be subdivided, split or “stacked” for purposes of evading the requirements of this section.

Aggregate transfers within the fiscal year within a department which exceed \$30,000 shall require County Council approval thereafter. All transfers shall be included in the "Administrator's Report" section of the County Council agenda for Council's review.

SECTION XXVII-DISBURSEMENTS

The County Administrator, based on financial conditions and cash-flow considerations, shall determine the proper rate of disbursement of the above-enumerated appropriations during the fiscal year. Transfers from fund to fund in order to properly account for and manage County funds and appropriations in accordance with generally accepted accounting standards continue to be explicitly approved notwithstanding any other language of this Ordinance, subject always to the reporting requirements of this Ordinance. All out of state travel for official County government business shall be approved in advance by the County Administrator to include any lodging, registration fees or meals associated with the trip. The County Administrator and the County Treasurer are hereby granted authority to enter into agreements with the Anderson County Board of Education and the School Districts of Anderson County, consistent with this Ordinance, to make accelerated disbursements of Anderson County school tax receipts to the School Districts of Anderson County and to the Anderson County Board of Education.

SECTION XXVIII-PAUPER BURIALS

Pauper burials shall be funded in the budget of the Coroner (5131) at the rate established by sealed bid. Documentation for each such burial will be maintained at the Coroner's Office and, as further, the Coroner is hereby authorized to arrange for the disposition of deceased indigent persons in accordance with state law including, but not limited to, Title 32, Chapter 8 of the South Carolina Code of Laws (1976, as amended).

SECTION XXIX-RETIREMENT OF AUTOMOTIVE AND HEAVY EQUIPMENT

Unless otherwise directed by County Council, automotive and heavy equipment will be retired from service by any department receiving replacement equipment on a one for one basis as the replacement equipment is received. Retired equipment will be appropriately evaluated for reassignment or disposition by the Public Works Division Director and the County Administrator for those departments under the director of the County Administrator and the Sheriff for those vehicles used by those departments reporting to this elected official.

SECTION XXX-TAX ANTICIPATION NOTES

As permitted by Article X, Section 14, of the Constitution of the State of South Carolina, 1895, as amended and Section 11-27-40, Code of Laws of South Carolina, 1976, as amended, County Council is hereby empowered to authorize the issuance of tax anticipation notes in the aggregate principal amount of not exceeding \$10,000,000 (the "TANS") in anticipation of the collection of taxes imposed and levied by this Ordinance. The TANS may be issued at any time or from time to time during the fiscal year beginning July 1, 2019 and ending June 30, 2020; shall be issued pursuant to a Resolution adopted by County Council; may be issued in bearer form or fully registered upon terms and conditions prescribed in such Resolution; shall be issued in the principal amounts, mature and bear interest as prescribed in such Resolution; may be sold by negotiated or public sale upon such terms and conditions as County Council prescribes in the Resolution.

SECTION XXXI-CREDIT CARD PAYMENTS

To the maximum extent authorized by and in accordance with law, and in accordance with County procurement policies, all Anderson County offices, including those of elected officials, are authorized to adopt and implement uniform procedures, through the County Central Administrative Services Division, to accept credit card payments for all payments due to the County or processed by County offices.

SECTION XXXII-CREDIT CARD POLICY

All Anderson County credit card charges and purchases made utilizing an Anderson County credit card, to include purchasing cards, are to be reported to the Finance Office, and accompanied by a detailed receipt and a written report, the format of which is to be designed and determined by the County Administrator or his designee. The written report shall contain sufficient detail to show who made the charge, what the charge was for, when the charge was made, where the charge was made, and why the charge was incurred. Charges incurred for or associated with economic development projects must still be reported, as addressed above, and accompanied by the receipt and report described above, but may be reported by project codename, until such time as the project is publicly announced or finally terminated.

SECTION XXXIII-GRANTS AND GRANT MATCHING FUNDS

The Anderson County Administrator, or his duly authorized representative, is hereby authorized to apply for all grants of any nature whatsoever where no County matching funds are required, or for those grants for which County matching funds are required when all necessary County matching funds have been made available by Anderson County Council through the annual Anderson County operating and capital budgets or are available in applicable County enterprise fund balances, for County Council authorized programs, institutions, and facilities of Anderson County, and to receive and expend such grant funds for the purposes authorized in the respective grant applications. Notwithstanding the foregoing, County staff shall conduct an analysis identifying any recurring expense or monetary obligation for which the County may be responsible in the future where said expense or obligation will be payable from funding sources other than the grant being applied for. Any grant opportunity which involves such expenses or obligations shall require County Council approval prior to the submission of the grant application.

No funds appropriated by this Ordinance may be utilized as matching funds for any parks and recreation grant, including, without limitation, grants received from the South Carolina Department of Parks, Recreation, and Tourism, except for Anderson County Council District Recreation Funds appropriated hereby, except as otherwise provided herein.

SECTION XXXIV-APPLICABLE CIVIC CENTER RATES

Rates as set forth on rate sheets as may be in effect during the fiscal year (subject to amendment) shall be applied by the Civic Center of Anderson for all rental contracts entered into between July 1, 2019 and June 30, 2020.

SECTION XXXV-APPLICABLE ANIMAL SHELTER RATES

Rates as set forth on Animal Shelter rate sheets dated July 1, 2019 shall be applied by the Anderson County Animal Shelter for all services rendered between July 1, 2019 and June 30, 2020.

SECTION XXXVI-APPLICABLE JUROR REIMBURSEMENT RATES

There shall be paid unto the Grand Jurors in Circuit Court the sum of \$20 per diem and Petit Jurors shall be paid the sum of \$12 per diem. There shall be paid unto Jurors in Summary Court the sum of \$10 per diem Jurors. In addition to the aforesaid sum, jurors shall be reimbursed twenty-five, \$.25, cents per mile per day from their home to the Anderson County Courthouse for the term for which they are drawn to serve. These rates shall be effective for all services rendered between July 1, 2019 and June 30, 2020.

SECTION XXXVII-FUNDING OF E-911 SERVICES

In order to provide all citizens of Anderson County with the best emergency dispatch services available and to fund those services in the most effective, efficient manner possible, the County Administrator is hereby directed to utilize and apply the maximum E-9-1-1 tariff funds available by current South Carolina law to the County's E-9-1-1 system, in accordance with County procurement policies and state law.

SECTION XXXVIII-ROAD ENCROACHMENT PERMITS

The Anderson County Public Works Division is authorized to charge fees for encroachments on County roads and rights-of-way and for encroachment permits for such encroachments in accordance with an encroachment fee schedule prepared, from time to time, by the Anderson County Public Works Division, and approved by Anderson County Council by appropriate Council action. Such fees for encroachments on Anderson County roads and rights-of-way and for encroachment permits for such fees shall be sufficient to fully reimburse the County for all costs of supervising, inspecting, and repairing, as necessary, all damage to County roads and rights-of-way caused by such encroachments.

SECTION XXXIX-FUND BALANCE POLICY

Maintenance of an adequate and appropriate fund balance is critical to an overall sound fiscal policy and practice of the County. Maintenance of such fund balance not only protects the County against emergencies and unexpected contingencies, it actually saves the County significant amounts of money, through less reliance on tax anticipation notes and through lower interest rates for borrowing money and issuing debt. A fund balance policy is looked upon favorably by rating agencies and investors. County Council, therefore, and hereby, establishes a policy that the County will maintain a general fund balance of approximately six (6) months of current budget expenditures, including operating transfers out, but not less than two (2) months of such expenditures.

SECTION XXXX-REASONABLE ACCOMMODATION POLICY

Anderson County is a participant in the Federal Community Development Block Grant Program for the purpose of undertaking various important community and economic development activities throughout the County. The Community Development Block Grant Program requires a reasonable accommodations policy for Section 504 regulations. Anderson County, acting by and through the Anderson County Council, desires to comply with all necessary Grant requirements. Anderson County, acting by and through the Anderson County Council, is hereby willing to make reasonable accommodations for the known physical or mental impairments of an otherwise qualified participant, applicant or employee, providing it does not cause undue financial or

administrative burden on the County or cause a fundamental alteration of the County's program. Anderson County Council hereby recognizes that the policy created hereunder includes employees, applicants for employment, and the public when the public is involved in County activities. The Anderson County Administrator, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary or appropriate in connection with this Policy.

SECTION XXXXI-SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESS ENTERPRISES

To promote free competition and equal opportunity, Anderson County is committed, within the parameters of the County procurement code, to assisting small, minority-owned and woman-owned businesses in becoming active vendors with the County. Anderson County encourages and invites small, woman, and/or minority owned businesses located inside and outside of the County to participate in the County's procurement process. It is the policy of the County to prohibit discrimination against any person or business in pursuit of procurement opportunities on the basis of race, color, national origin, ancestry, religion, disability, political affiliation or gender.

SECTION XXXXII-SOLICITOR CASE FACILITATOR

Funding for the temporary Case Facilitator in the Solicitor's Office is budgeted for an additional year and is intended to provide representation for Anderson County in the Magistrates Courts of Anderson County. This is a temporary position only. In order for this position to be considered in future budget years, the Solicitor's Office must provide the Administrator with quarterly reports indicating the number of new cases referred each quarter, the number of court appearances each quarter, and a certification from the Solicitor that this position was only used for representation in Magistrate Court on Anderson County cases during the quarter.

SECTION XXXXIII-SEVERABILITY

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION XXXXIV-EFFECTIVE DATE

This Ordinance shall become effective and enforced from and after July 1, 2019.

ADOPTED in meeting duly assembled this ____ day of June, 2019.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Lacey Croegaert
Clerk to Council

Craig Wooten, District #1

Gracie S. Floyd, District #2

Ray Graham, District #3

Brett Sanders, District #4

Jimmy Davis, District #6

M. Cindy Wilson, District #7

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading:

May 13, 2019

Second Reading:

June 4, 2019

Third Reading:

June , 2019

Public Hearing:

June 4, 2019

ORDINANCE NO. 2019-019

AN ORDINANCE AMENDING SECTION 55-38 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA REGARDING RETIREE INSURANCE SO AS TO MAKE THIS CODE SECTION CONSISTENT WITH THE BENEFIT PLAN DOCUMENT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, The Anderson County Council has approved the Anderson County Defined Contribution Retiree Health Reimbursement Plan (the “Retiree HRA Plan”); and

WHEREAS, the Anderson County Council desires to amend the Code of Ordinances, Anderson County, South Carolina so as to make this the Code section consistent with the official Retiree HRA Plan document.

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

1. Section 55-38 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

The County provides health reimbursement account (HRA) benefits for certain eligible retired employees in accordance with the terms and conditions of the Anderson County Defined Contribution Retiree Health Reimbursement Plan (the “HRA Plan”).

The County hereby reserves the right to amend or terminate this policy and the HRA plan at any time or to change or eliminate employee benefits, with or without notice, and any other such amendment or termination may be made effective with respect to any current or future employee. Further, to the extent federal and state law permits, Anderson County will use any method available to mitigate future liability related to its other post-employment benefits (OPEB) and the financial impact of Government Accounting Standards Board Statement Number 45 as it relates to recording and reporting of retiree health insurance and any other OPEB.

2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or

unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

4. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

ORDAINED in meeting duly assembled this _____ day of _____, 2019.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: May 21, 2019

2nd Reading:

3rd Reading:

Public Hearing:

ORDINANCE NO. 2019-020

AN ORDINANCE TO AMEND SECTION 66-126 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA SO AS TO DELETE SUMMER ADJUSTMENTS FROM THE SEWER ORDINANCE; AND OTHER MATTERS RELATED THERETO

WHEREAS, the Anderson County Sewer Use Ordinance contains a summer adjustment provision;

WHEREAS, the Anderson County Wastewater Department has experienced difficulty with certain potable water companies providing billing services for wastewater services because of the summer adjustment provision;

WHEREAS, the Anderson County Wastewater Department primarily provides wastewater transportation services for wastewater to wastewater treatment facilities owned by others;

WHEREAS, the County Council now desires to delete the summer adjustment provision from the sewer use Ordinance.

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

1. a. Section 66-126 (b) is deleted in its entirety;
- b. Section 66-126 (c) is renumbered to Section 66-126 (b);
- c. Section 66-126 (d) is renumbered to Section 66-126 (c) and the word “sower” is corrected to read “sewer” in line two of this section;
- d. Section 66-126 (e) is renumbered to Section 66-126 (d).
2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the

remainder of this Ordinance, all of which is hereby deemed separable.

4. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

ORDAINED in meeting duly assembled this _____ day of _____, 2019.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: May 21, 2019

2nd Reading:

3rd Reading:

Public Hearing:

**Anderson County Planning Commission
Staff Report
May 2019**

Applicant: Mihail Curdoglo
Current Owner: Mihail Curdoglo
Property Address: 108 Chippewa Lane
Precinct: Williamston Mill
Council District: 7
TMS #(s): 220-06-01-005
Acreage: +/- .59
Current Zoning: C-2 (Highway Commercial)
Requested Zoning: S-1 (Services District)
Surrounding Zoning: North: C-2
South: C-2
East: C-2 and R-20
West: C-2

Evaluation: This request is to rezone the parcel of property described above from C-2 (Highway Commercial) to S-1 (Services District). The applicant's stated purpose for the rezoning is a transportation business.

The purpose of the S-1 district is to provide a transition between commercial and industrial uses. Establishments in this district include service related commercial uses and light industrial uses which have a minimal effect on adjoining properties during normal operations.

Commercial and residential uses are adjacent to the subject parcel. The Future Land Use Map in the County's Comprehensive Plan (2016) identifies the area as commercial.

Public Outreach: Staff hereby certifies that the required public notification actions have been completed, as follows:

- April 23: Rezoning notification signs posted on subject property;
- April 24: Rezoning notification postcards sent to 78 property owners within 2,000' of the subject property;

- April 26: Planning Commission public hearing advertisement published in the *Anderson Independent-Mail*.

Public Feedback: To date, staff has received no phone calls for more information.

Staff Recommendation: Due to the compatibility with the character of the area, staff recommends approval of this request.

Zoning Advisory

Group Recommendation: The District 7 Zoning Advisory Group did not meet on May 1, 2019 due to a lack of quorum. Pursuant to Chapter 70, Section 10.2 of the Anderson County Code of Ordinances, if the Zoning Advisory Group fails to submit a report and recommendation after their first scheduled meeting, it is deemed to have approved the request.

Planning Commission Recommendation:

The Anderson County Planning Commission met on May 14, 2019 and after a duly noted public hearing recommended approval of a request to rezone from C-2 to S-1. The vote was unanimous.



Rezoning Application

Anderson County Planning & Community Development

Date of Submission

Approved/Denied

Applicant's Information

Applicant Name:

Mailing Address:

Telephone:

Email:

Mihail Gurdoglo
240 Pineland Meadows Rd, Belton SC
(864) 747-5561
mickdispatch@gmail.com

Owner's Information

(If Different from Applicant)

Owner Name:

Mailing Address:

Telephone:

Email:

Designation of Agent: (Complete only if owner is not the applicant)

I hereby appoint the person named the Applicant as my agent to represent me in this request for rezoning:

Mick

4.3.19

Owner's Signature

Date

Project Information

Property Location:

Parcel Number(s)/TMS:

County Council District:

Total Acreage:

Requested Zoning:

Purpose of Rezoning:

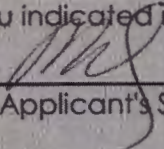
108 Chippewa Lane, Williamston, SC 29697
220-06-01-005
0.59
S1 (S1)
Transportation business Reasons
School District:
Current Land Use: Commercial/Industrial
Current Zoning: C2

Are there any Private Covenants or Deed Restrictions on the

☐ Yes

☒ No

Property? If you indicated no, your signature is required.


Applicant's Signature

4.3.19
Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application, pursuant to State Law (Section 6-29-1145: July 1, 2007), determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.


Additional Information or Comments: _____

An accurate plat (survey) of the property must be submitted with this application.

If pursuing a review district classification (PD, IZOD, PC), a preliminary development plan, statement of intent and letters from appropriate agencies or districts verifying available and adequate public facilities must be submitted with the application.

Please refer to Chapter 70 of the Anderson County Code of Ordinances for further information regarding submission requirements.

As the applicant, I hereby confirm that all required information and materials for this application are authentic and have been submitted to the Planning & Community Development office.


Applicant's Signature

4.3.19
Date

* A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator or County Council. *

For Office Use Only:

Application Received By: _____

Complete Submission Date: _____

Commission Public Hearing: _____

Council Public Hearing: _____



Rezoning Application

Date of Application Completion

Application Status (Approved or Denied)

Applicant's Information

Name: Mihail Curdoglo
Mailing Address: 240 Pineland Meadows Rd, Belton, SC 29627
Telephone and Fax: (916) 254-9913 E-Mail: maxdispatch@gmail.com

Owner's Information

(If Different from Applicant)

Name: _____
Mailing Address: _____
Telephone and Fax: _____ E-Mail: _____

Designation of Agent: (Complete only if owner is not the applicant)

I (We) hereby appoint the person named the Applicant as my (our) agent to represent me (us) in this request for rezoning.

MS
Owner's Signature

4.3.19
Date

Project Information

Property Location: 108 & 106 Chippewa Lane, Williamston, SC 29697
Parcel Number(s)/TMS: 220-06-01-005 22006-01-006
County Council District: _____ School District: _____
Total Acreage: 0.59 Current Land Use: Industrial/commercial
Current Zoning: C2 Requested Zoning: S1
Purpose of Rezoning: Transportation Business Reasons

No

Applicant's Signature

Date _____

Comments: _____

Applicant's Signature

Date _____

Study on
your work, & on
Last Sunday
morning, 1900



Aerial Photography

Rezoning Request
108 Chippewa Lane
C-2 to S-1

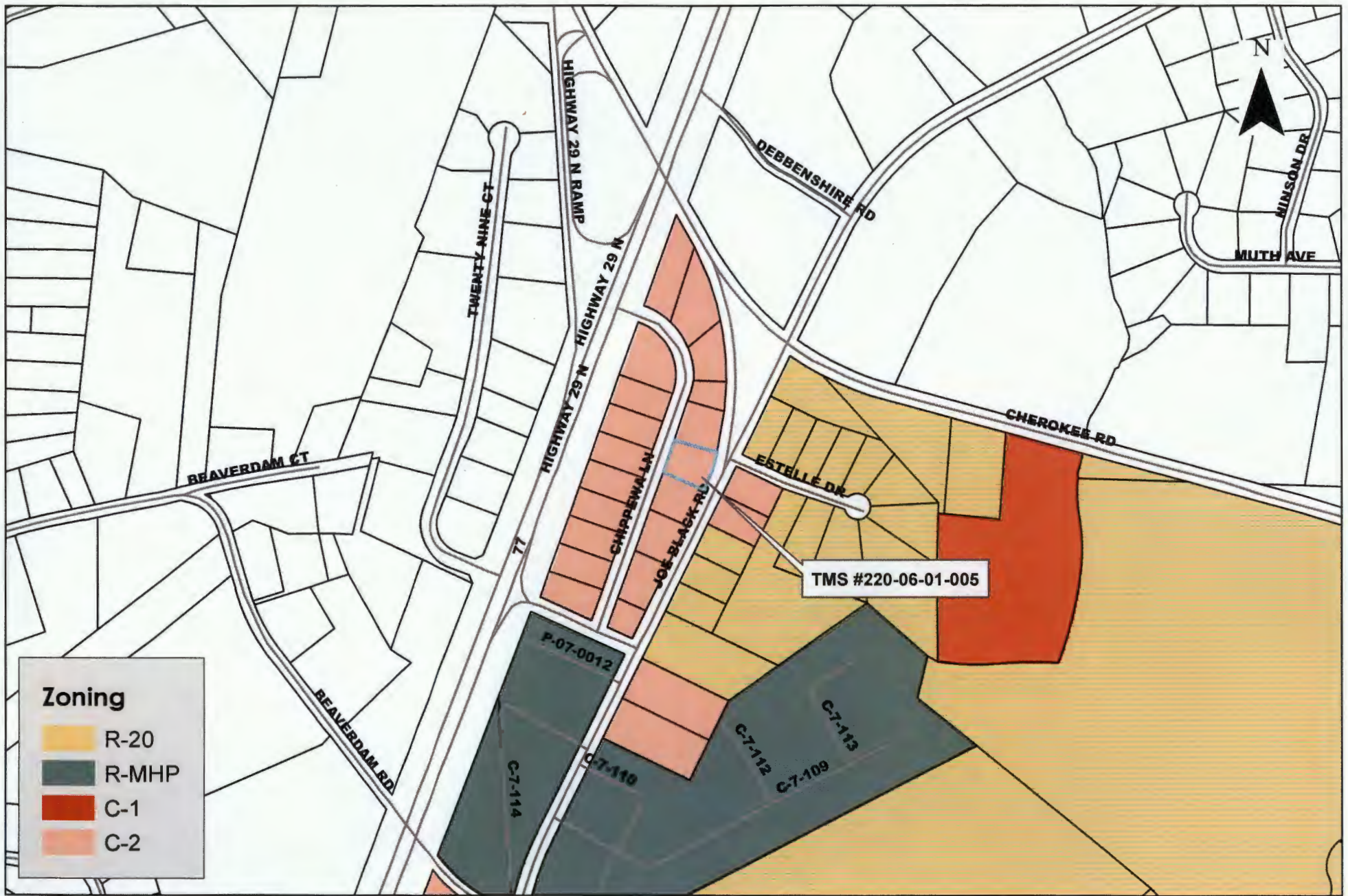
0 250 500 1,000 Feet



Aerial Photography

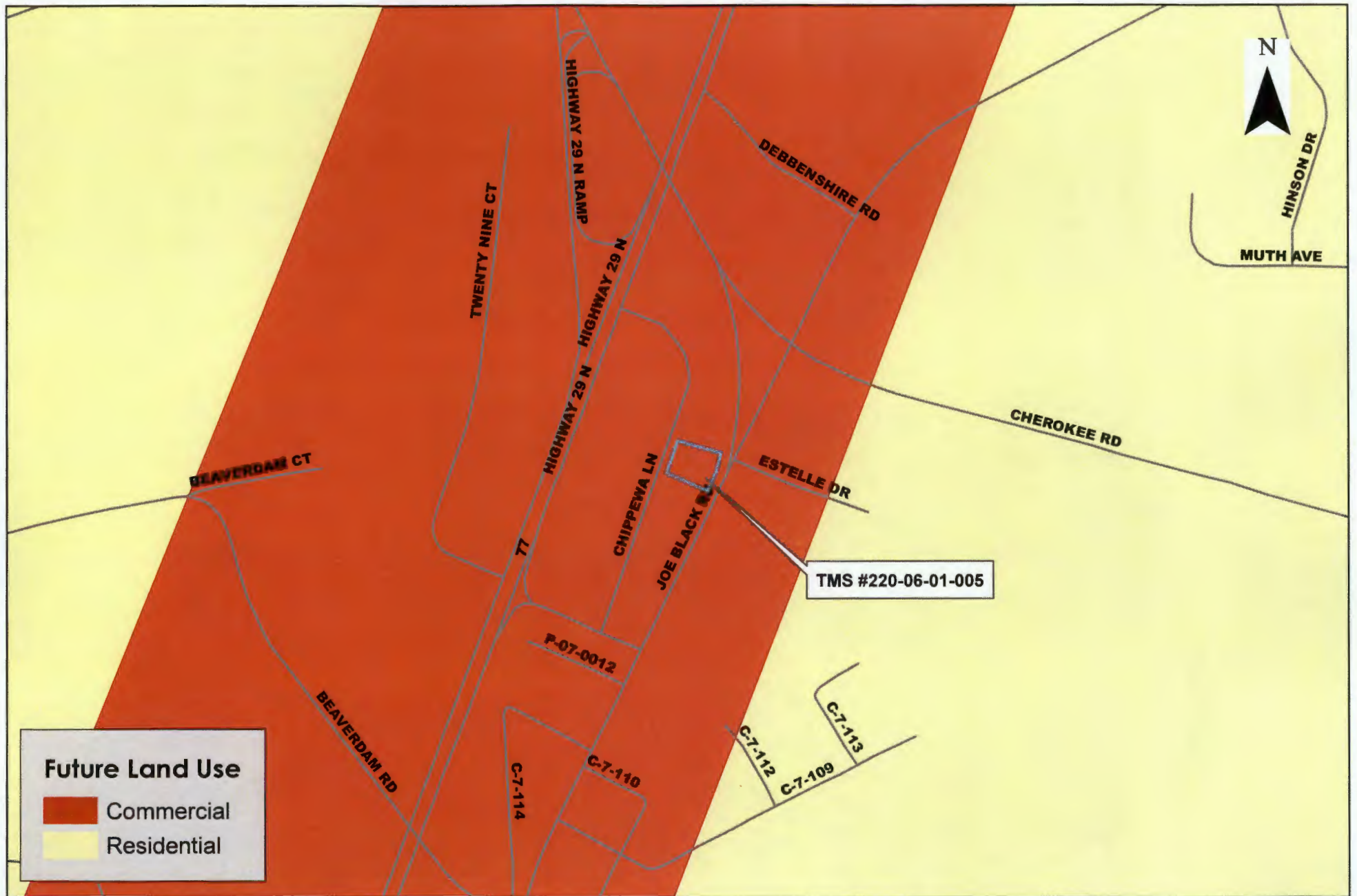
Rezoning Request
108 Chippewa Lane
C-2 to S-1

0 500 1,000 2,000 Feet



Rezoning Request
108 Chippewa Lane
C-2 to S-1

0 500 1,000 2,000 Feet



Rezoning Request
108 Chippewa Lane
C-2 to S-1



4/23/19



4/23/19



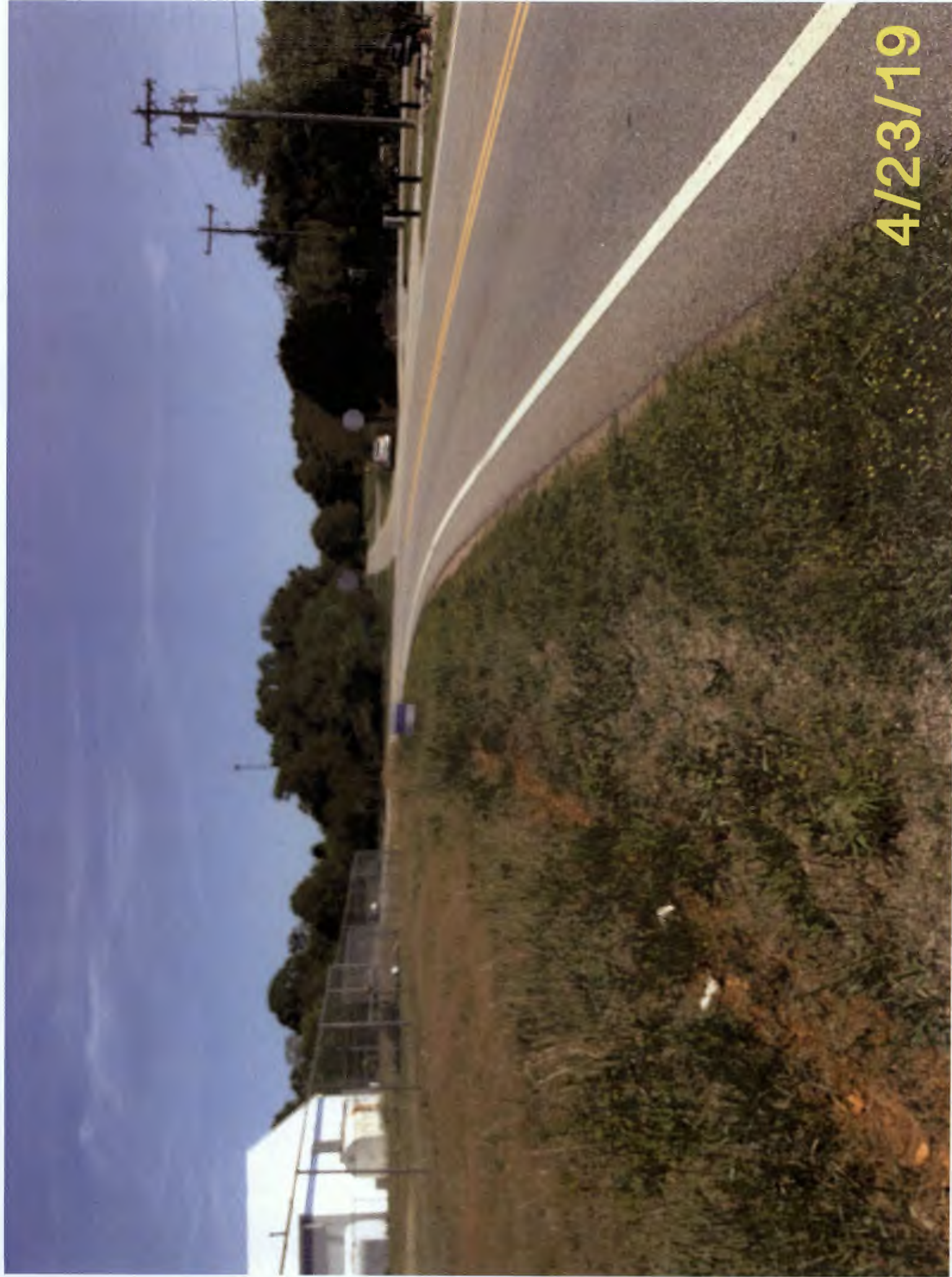
4/23/19



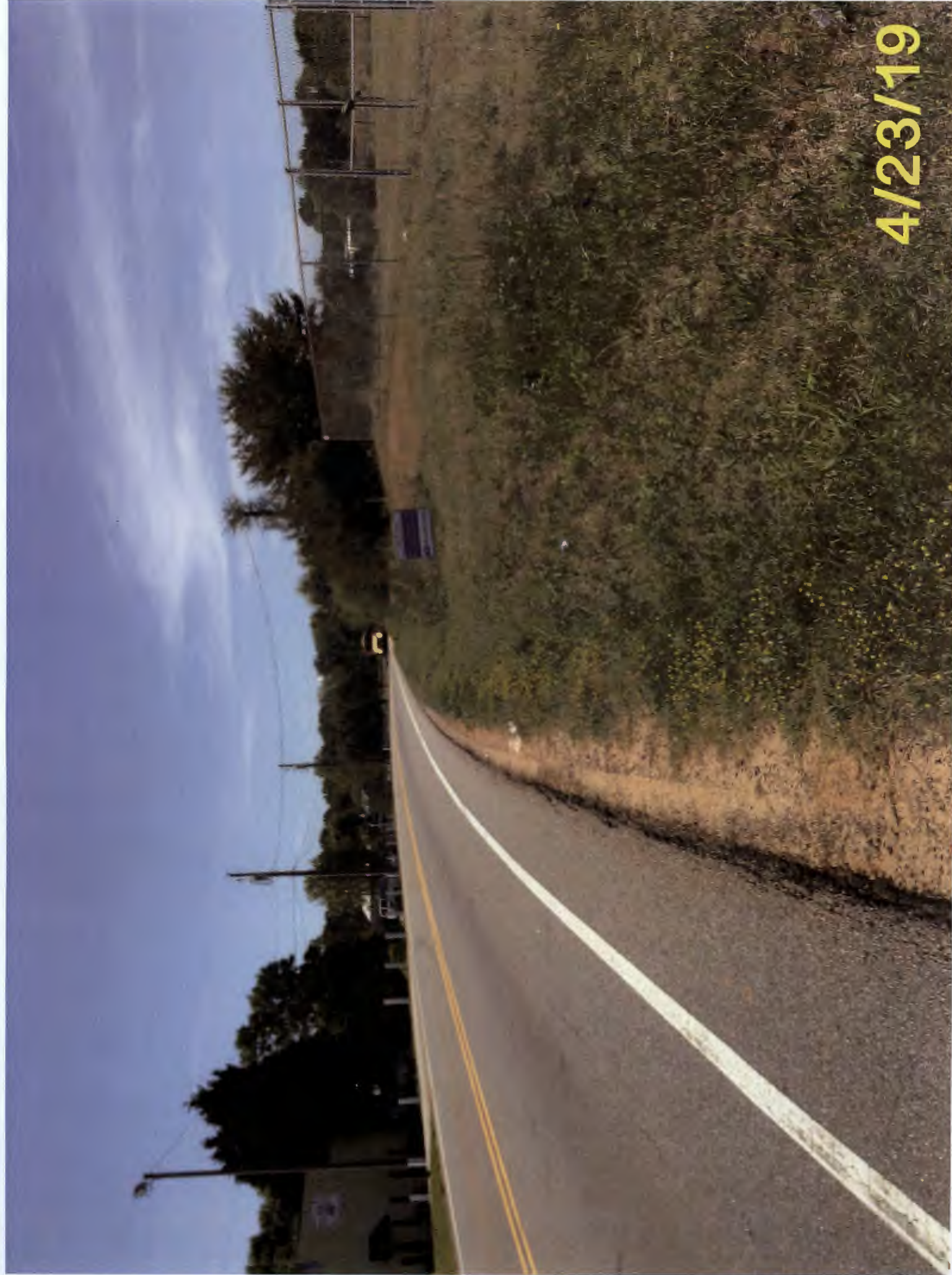
4/23/19



4/23/19



4/23/19



4/23/19

ORDINANCE NO. 2019-023

AN ORDINANCE TO APPROVE AN AGREEMENT OF THE TRANSFER OF ASSETS BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND RENEWABLE WATER RESOURCES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Anderson County Council has the authority in accordance with the Code of Laws of South Carolina, 1976, as amended, to among other things make and execute contracts and dispose of real and personal property;

WHEREAS, the County and Renewable Water Resources ("ReWa") entered into a Memorandum of Understanding (approved by the Anderson County Council on March 19, 2019) to negotiate a formal Purchase and Sale Agreement by which ReWa will assume ownership and operation of the County's wastewater collection system, consisting of gravity lines, force mains, and pump stations, located within the Anderson County portion of ReWa's statutorily defined service area; and

WHEREAS, the County and ReWa have negotiated a formal Agreement for the Transfer of Assets.

NOW, THEREFORE, be it ordained by Anderson County Council in meeting duly assembled that;

1. Anderson County Council hereby approves the Agreement for the Transfer of Assets By and Between Anderson County, South Carolina and Renewable Water Resources (the "Agreement") attached hereto as Exhibit A. The County Council further authorizes the County Administrator to execute the Agreement and any other documents to effect the transfer of assets under the Agreement.

2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

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

4. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

ORDAINED in meeting duly assembled this _____ day of _____, 2019.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

EXHIBIT A

[Copy of Agreement to be Added Later]

RESOLUTION NO. 2019-027

A RESOLUTION TO REINSTATE THE COLLECTION OF RAMP FEES PURSUANT TO SECTION 6-186 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, AT THE ANDERSON REGIONAL AIRPORT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Section 6-186 of the Code of Ordinances, Anderson County, South Carolina, provides that the County may impose such fees and charges as may be appropriate on the use of the airport;

WHEREAS, ramp fees were suspended by the Anderson County Council in Resolution No. 2017-048; and

WHEREAS, Anderson County Council desires to reinstate ramp fees for use of the Anderson County Regional Airport.

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

1. The County Administrator is hereby directed to reinstate the ramp fee for the Anderson Regional Airport to be collected pursuant to Section 6-186 of the Code of Ordinances, Anderson County, South Carolina at the same rates in the same manner in which it was collected prior to the ramp fee being suspended on 2017.

2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

3 Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

4. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 4th day of June, 2019, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

RESOLUTION NO. 2019-028

A RESOLUTION TO APPROVE A PARTICIPATION AGREEMENT WITH THE CITY OF GREENVILLE, SOUTH CAROLINA RELATED TO A PAVEMENT PROJECT UTILIZING THE HOT IN PLACE RECYCLING (“HIR”) METHOD; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County (“County”) and the City of Greenville (“City”) desire to enter into a pavement preservation project wherein the County and City shall collectively participate in a program to have designated County and City roadways within their respective jurisdictions resurfaced via the Hot In-Place Recycling (“HIR”) method;

WHEREAS, each of City and County is qualified and authorized to enter into an agreement for said project; and

WHEREAS, each of City and County designate the roadways or portions of same to be resurfaced within their respective jurisdictions during the Project; and

WHEREAS, each of City and County shall commit funds sufficient to cover the cost of such resurfacing of roadways within their respective jurisdictions as part of the Project, and further be responsible for any cost overruns for such resurfacing work within their respective jurisdictions; and

WHEREAS, each of City and County shall provide any necessary preliminary engineering services to allow for the acquisition of services for HIR resurfacing of roadways within their respective jurisdictions; and

WHEREAS, each of City and County shall provide any necessary construction inspection services during the construction phase of the HIR resurfacing project within their respective jurisdictions; and

WHEREAS, City shall be responsible for performing procurement and contract services to secure an entity to perform the HIR roadway resurfacing services for designated roadways in each City and County; and

WHEREAS, the parties hereto now desire to enter into an agreement, hereinafter sometimes referred to as the “Participation Agreement,” for the advertising for, securing, and performance of HIR resurfacing of roadways within their respective jurisdictions.

WHEREAS, the HIR method is expected to result in a lower cost project for pavement preservation;

NOW, THEREFORE, be it resolved by the Anderson County Council on meeting duly assembled that:

1. The Anderson County Council approves the participation of Anderson County in an agreement with the City of Greenville to utilize the HIR method for pavement restoration projects and further authorizes the County Administrator to execute the Participation Agreement documents in substantially the same form as attached hereto as Exhibit A.

2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

3. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

4. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 4th day of June, 2019, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

PARTICIPATION AGREEMENT

City of Greenville – Anderson County 2020 Pavement Preservation (HIR) Project

Dated: _____, 2019

WHEREAS, City of Greenville ("City") and Anderson County ("County") desire to enter into a pavement preservation project ("Project") wherein City and County shall collectively participate in a program to have designated City and County roadways within their respective jurisdictions resurfaced via the Hot In-Place Recycling ("HIR") method; and

WHEREAS, each of City and County is qualified and authorized to enter into an agreement for said Project; and

WHEREAS, each of City and County shall designate the roadways or portions of same to be resurfaced within their respective jurisdictions during the Project; and

WHEREAS, each of City and County shall commit funds sufficient to cover the cost of such resurfacing of roadways within their respective jurisdictions as part of the Project, and further be responsible for any cost overruns for such resurfacing work within their respective jurisdictions; and

WHEREAS, each of City and County shall provide any necessary preliminary engineering services to allow for the acquisition of services for HIR resurfacing of roadways within their respective jurisdictions; and

WHEREAS, each of City and County shall provide any necessary construction inspection services during the construction phase of the HIR resurfacing project within their respective jurisdictions; and

WHEREAS, City shall be responsible for performing procurement and contract services to secure an entity to perform the HIR roadway resurfacing services for designated roadways in each of City and County; and

WHEREAS, the parties hereto now desire to enter into an agreement, hereinafter sometimes referred to as the "Participation Agreement", for the advertising for, securing, and performance of HIR resurfacing of roadways within their respective jurisdictions.

NOW, THEREFORE, for and consideration of the foregoing, City and County do hereby enter into this Participation Agreement, according to all the following terms and conditions, to wit:

1. Parties to the Participation Agreement

The parties to this Participation Agreement, and the participants in the Project, shall be the City of Greenville, South Carolina (City) and Anderson County, South

Carolina (County). No other parties shall be allowed to participate in the Project without the express written consent of both City and County.

2. Financial Commitment of the Parties to the Project

- a. The total cost of the Project shall be _____ (\$_____), plus cost overruns, if any, unless said amount is later amended by written agreement of the parties hereto.
- b. City hereby commits the sum of _____ (\$_____) to the Project, said sum to be used for the HIR resurfacing of roadways within City. Additionally, City commits to be responsible for, and pay, for any cost overruns for the HIR resurfacing of roadways within City under the Project.
- c. County hereby commits the sum of _____ (\$_____) to the Project, said sum to be used for the HIR resurfacing of roadways within County. Additionally, County commits to be responsible for, and pay, for any cost overruns for the HIR resurfacing of roadways within County under the Project.
- d. The commitment of monies hereunder shall be for HIR resurfacing products provided and services performed pursuant to that Schedule of Values shown in Exhibit "A", attached hereto and made a part hereof, and said Schedule of Values shall apply to any HIR resurfacing of roadways performed hereunder, unless otherwise agreed to in writing by and between the parties hereto.
- e. Each of City and County shall pay one-half (1/2) of the funds respectively set out in subsections 2.b, and 2.c, hereinabove, within ten (10) calendar days following the entering into of this Participation Agreement, and shall pay the remaining one-half (1/2) of said funds on or before _____.
- f. Every reasonable effort will be made to expend all funds committed hereunder on HIR road resurfacing for the designated roadways within the respective jurisdictions of City and County. Realistically, it may be difficult and/or impossible to expend exactly all committed monies for such purposes because of the inexactness of matching committed monies to the cost of the roads that are re-surfaced within each jurisdiction. Therefore, committed monies remaining after the completion of the Project shall be reimbursed to City and/or County, respectively for roads re-surfaced within their respective jurisdiction, or shall be retained for subsequent like re-surfacing efforts, as the parties hereto agree in writing.

3. Preliminary Engineering Services

Each of City and County shall perform any preliminary engineering services necessary for roadways to be paved hereunder within their respective jurisdictions, including but not limited to any necessary drawings for same.

4. Procurement of Project Services

- a. City shall perform all procurement services necessary to secure a contractor to perform the Project. Said procurement services shall be pursuant to City's Procurement Procedures policy, which policy is designed to acquire the best value in goods and services via the most effective, efficient, and equitable means, ensuring the opportunity for open and competitive bids and/or proposals from responsible, responsive providers.
- b. In the procurement of services for the Project, City shall, at a minimum, use those Project Specifications and Special Provisions as more particularly set out in Exhibit "B".

5. Contracting with a Provider for Performance of the Project

City shall be responsible for drafting, entering into, and monitoring a contract with the selected provider for the performance of the Project, which contract form shall be submitted to County for approval, and which approval shall not be unreasonably withheld. Additionally, City shall be responsible for making payments to the selected contractor under the contract. The contract shall be made subject to the provisions of Exhibit "B", and to such further terms and conditions as City determines reasonably prudent.

6. Each of City and County shall appoint a representative that shall coordinate with the other regarding the performance of the Project, and each of City and County shall be allowed to rely upon the representations of said representatives.

ON BEHALF OF THE PARTIES HERETO, the duly authorized representatives of the parties have entered into this Agreement as of the date first hereinabove written.

CITY OF GREENVILLE, SOUTH CAROLINA

By: _____
Nancy Whitworth
Interim City Manager

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Rusty Burns
County Administrator

EXHIBIT "A"

SCHEDULE OF VALUES

2020 HIR
\$779,000.00
March 4, 2019

Total=	\$	714,756.00
Contingency=	\$	71,475.60
Base Bid Total=	\$	786,231.60

No.	Item No.	Item Description	Quantity	Units	Unit Price	Item Total
	1031000	Mobfization	5	EA	\$1,500.00	\$7,500.00
	Sp Prov	Quality Control Assurance and Testing	5	EA	\$1,500.00	\$7,500.00
	1071000	Traffic Control	5	EA	\$1,500.00	\$7,500.00
	4013200	Milling Existing Asphalt Pavement - Variable	10000	SY	\$3.00	\$30,000.00
	SP PROV	Recycled Asphalt Pavement Surface {1 inch}	58072	SY	\$3.50	\$203,252.00
	SP PROV	Asphalt Rejuvenating Agent	5807.2	GAL	\$3.75	\$21,777.00
	4031100	Hot Mix Asphalt Surface Type D {1 inch}	3193.96	TN	\$100.00	\$319,396.00
	SP PROV	Manhole Adjustments	50	EA	\$500.00	\$25,000.00
	SP PROV	Speed Humps	2	EA	\$4,000.00	\$8,000.00
	4012040	Full Depth Patching - 4" Uniform	1451.8	SY	\$45.00	\$65,331.00
	609115B	Pavement Markings (Temporary Paint) - 4" Yellow Solid Lines	30000	LF	\$0.25	\$7,500.00
	6271025	24" White Solid Lines (Stop/Diag Lines) - Thermo - 125 Mil	500	LF	12.00	\$6,000.00
	6271015	8" White Solid Lines Thermoplastic - 125 Mil	750	LF	\$8.00	\$6,000.00

Exhibit "B"

2020 Pavement Preservation (HIR) Project IFB No.

SCOPE OF WORK:

The City of Greenville is requesting sealed bids from qualified contractors for the 2020 Pavement Preservation (HIR) Project. The work under this contract will consist of performing hot in-place recycling on various streets throughout the City for the purpose of maintaining the integrity and usability of the road, improving surface rideability, restriping, and sustaining the useable life of the road. This work shall consist of rehabilitating the surface layer of existing asphalt concrete pavement and placing a layer of hot mix asphalt material over the rehabilitated surface.

A road list with a detail of the rehabilitation that shall be required for each street is attached in the site specific requirements section of the special provisions. Greenville Water System and the City of Greenville Public Works Department have reviewed the road list and determined that none of the streets for this project will require open cut for either water or sewer line replacements. The City does not anticipate any delays in resurfacing the streets due to water and sewer utility work. However, due to budget, unforeseen utility work, or any other reasons, the City of Greenville reserves the right to add or delete street sections from this list as necessary.

The scope of services is outlined more clearly in the construction specifications, special provisions, and schedule of values included herewith and/or herein. The project will be administered and managed by the City of Greenville. The contractor chosen to complete the work will be responsible for providing all materials and labor needed to complete the job. It is the contractor's responsibility to visit the site and review all construction plans. The project does not include any federal funding and federal requirements do not apply.

PROJECT SPECIFICATIONS:

All construction on this project shall be constructed in accordance with the **City of Greenville Design and Specifications Manual**, South Carolina Department of Transportation's Standard Specifications for Highway Construction, 2007 Edition (Division 200 through Division 816), the South Carolina Department of Transportation's 2004 Construction Manual, the Supplemental Technical Specifications in effect at the time of bidding and the following project specific Special Provisions. All information contained in the SCDOT specifications referenced above, shall carry their full weight and force as if included in this document verbatim, and are hereby incorporated into this document by reference.

The Project Owner and Contracting Agency is the City of Greenville. Any reference in the specifications or special provisions to the terms "SCDOT" or "Department" or other like terms used to describe the facility Owner, shall be interpreted as meaning the City of Greenville, as appropriate. Where SCDOT specifications refer to the Resident Construction Engineer {RCE}, the City Engineer shall be consulted. All references herein to the City Engineer shall mean the City Engineer or his designee.

No portion of the SCDOT Specifications before Division 200 shall be in effect and/or used on this project unless specified by the following special provisions.

SPECIAL PROVISIONS

1. TIME OF COMPLETION

The time of completion for the project is 160 calendar days from the Construction Start Date (CSD), as established in the Notice to Proceed letter. The Construction Start Date will be established in strict conformance with the Contract General Conditions. The count for contract time shall begin on the CSD specified and shall run uninterrupted until construction of the project has been completed. The Construction Completion Date (CCD) shall be as specified and established in the Project Acceptance Letter, authored by the City Engineer. Upon award of the project, the contractor's start date shall be no later than fifteen (15) calendar days after receipt of a Notice to Proceed.

2. PROJECT SCHEDULES

A minimum of three (3) days after the pre-construction meeting, the Contractor shall submit to the Engineer, a preferred notice to proceed date and a schedule with an estimated completion date for each project. The schedule shall be a four-week look-ahead schedule identifying planned weekly work activities. This schedule shall be updated every two weeks in order to allow the engineer to schedule construction engineering and inspection personnel. Provide the look-ahead schedule via email in Word or Excel format or as directed by the engineer.

The City of Greenville will not be responsible for delays which may be caused by the contractor's failure to abide by his schedule. Any delays should note a new estimated completion date at the bottom of the schedule. Failure to submit the look-ahead schedule as specified may result in the withholding of contract payments.

Once milling has begun on any single street, the contractor will have 14 days to complete paving on that street section.

3. CONTRACTOR'S DESIGNATED PROJECT MANAGER

The Contractor shall designate a single Project Manager for the project who will be responsible for overall project management on behalf of the Contractor. The designated Project Manager shall have experience with roadway construction, traffic management in commercial and residential areas, public relations, and a complete understanding of the project. The Project Manager shall have the authority to make decisions on behalf of the contractor and shall be available and on-call 24 hours a day, seven days a week for the entire Contract time in the event of emergency or other situations that require immediate attention. The Contractor's designated Project Manager shall also serve as a single point-of-contact for the Engineer. Prior to starting any work on this Contract, the City shall approve the Contractor's designated Project Manager.

4. ON-CALL RESPONSIBILITIES

The Contractor's designated Project Manager shall be available and on-call 24 hours a day, seven days a week for the entire Contract time in the event of emergency or other situations that require immediate attention. Should a situation occur that requires immediate

attention, the Contractor will be responsible to make proper adjustments and modifications to secure the safety and well-being of the Public. This includes work associated with, but not limited to, traffic control, signal maintenance, sediment and erosion control, storm drainage, ingress/egress to properties or businesses, and utility relocations or adjustments.

5. CONSTRUCTION DELAYS

The City's project manager shall be notified immediately in writing of construction delays from weather, utility relocations, and unforeseen circumstances. All construction delays shall be reviewed by the City. Contract time extensions for the project, if any, shall be granted in writing by the City Engineer. It is the sole responsibility of the contractor to submit full details surrounding all delays, request a determination of the status of each delay and modify the construction schedule, as needed, to complete the work within the adjusted time frame - by the revised completion date.

6. UTILITY COORDINATION, ADJUSTMENTS AND RELOCATION

The Contractor is responsible for all utility coordination and relocation. Utility coordination, adjustments and relocation shall be considered incidental to the various respective work items which result in adjustments and/or relocations (i.e. site excavation, sidewalk, asphalt paving, etc.) and no separate payment shall be made for this work. The location, size, and material type of the existing utilities shown in the plans are from the best available information. The Contractor will be responsible for determining the exact location, size, and material type of the existing facilities necessary to avoid damage to existing facilities. Each construction schedule shall reflect time required for utility coordination and relocation.

It is the responsibility of the Contractor to obtain drawings of all utilities on the site and/or contact local utility companies for location and verification of underground lines so as to avoid hazards during construction. Locate and identify existing underground and overhead services and utilities within contract limit work areas. Provide adequate means of protection of utilities and services designated to remain. Repair and/or reconnect utilities or works of other contractors damaged during construction at Contractor's expense. Damaged facilities shall be returned to original or better condition at no additional cost to the City.

When uncharted or incorrectly charted underground piping or other utilities and services are encountered during construction, promptly notify the Engineer and the appropriate utility contractor or applicable utility company to obtain procedure directions before continuing with Construction operations.

It is the contractor's responsibility to coordinate the adjustment of utility valves, meters, service lines, etc. by the respective utility company during all construction activities. All valves and meters shall be adjusted to conform to finished grade of the road, sidewalk, or cut/fill slopes respectively or relocated to avoid conflicts with curb and gutter, sidewalk, storm drains, light pole foundations, steps, walls, etc.

There are no anticipated delays due to Greenville Water Systems or City Sewer department as each have already reviewed the paving list. City Sewer Manholes are to be lowered/raised

by the **contractor** and will be paid for EA (each). Any risers required are incidental to this work.

7. SUMMARY OF ESTIMATED QUANTITIES

The actual bid sheet for the project contained in the contract documents and labeled Schedule of Bid Values is the official document which lists items, quantities, units, etc. The order, names, and quantities as listed in the Schedule of Bid Values (contract documents) shall govern.

8. TRAFFIC CONTROL

The Contractor shall execute the item of Traffic Control as required by the Standard Specifications, the plans, the Standard Drawings For Road Construction, these special provisions, all supplemental specifications, the SCMUTCD latest edition (including Part V dated 1994), and the Engineer. This is an amendment to the Standard Specifications to require the following:

General Regulations

These special provisions shall have priority to the plans and comply with the requirements of the SCMUTCD and the SCDOT standard specifications. Revisions to the traffic control plan through modifications of the special provisions and the plans shall require approval by the City Engineer. **Final approval of any revisions to the traffic control plan shall be pending upon approval by the City of Greenville Resident Construction Engineer herein after called the "Engineer".**

The Engineer shall notify the Contractor if proper traffic control devices and procedures have not been utilized or if devices are missing or damaged on site. If the Contractor fails to promptly correct the situation, then all work shall be suspended until the condition is corrected. The charging of the work time will continue through the suspension period. The Contractor is responsible for notifying the emergency (911) services, school district, and media of any lane closures or detours.

Only items and products on the SCDOT and/or City of Greenville approved product list can be used by the contractor. If these are in conflict the City requirements will govern.

Miscellaneous

The Contractor is reminded that during the demolition and removal of any structure that he must continue to conform to the traffic control notes contained herein or are contained in any other SCDOT regulations. Also, that any other state or federal regulations concerning lead base paint, asbestos, or clean water regulations must be followed.

Signing

Install and maintain any necessary detour signing as indicated in the drawings or as specified by Figures 5-3 and 5-4 of the Part V of the SCMUTCD, these Special Provisions, and the Engineer. The lump sum price bid item for "Traffic Control" includes payment for installation and maintenance of the detour signing.

The Contractor shall provide individuals trained in traffic control practices to oversee the installation and maintenance of traffic control devices. During construction and/or lane closures someone will be on site and in charge of maintaining these devices. The Contractor will also have a person available and an appropriate means of communication 24 hours a day to repair or to replace devices as needed in case of an emergency or a failure. Contractor response is to be within 30 minutes of notification and all repairs are to be completed within 3 hours of said notification.

The Contractor is responsible for the covering, removal, relocation, or storage of any existing signs in the construction zone. Unnecessary signs shall be covered with an opaque material or removed from the job site. Temporary and portable posts can be used if approved by the Engineer. In addition, any existing sign damaged by the Contractor during removal, installation, or storage process will be the Contractors' responsibility to replace.

Signs not illustrated on the typical traffic control standard drawings, "PERMANENT CONSTRUCTION SIGNING-Drawing No. 605-1 through 605-3", shall be considered temporary and shall be included in the lump sum price bid item for "Traffic Control" unless otherwise specified.

The Contractor shall remove the permanent construction signs when the project is complete or when it appears complete to the motoring public and is requested by the Engineer. Proper temporary signing can then be utilized for minor punch list items.

The Contractor shall reflectorize all advance warning construction signs with a prismatic fluorescent orange colored reflective sheeting where the signs are to be orange.

Removal of Existing Pavement Markings

The lump sum price bid item for "Traffic Control" includes the removal of all existing pavement markings within the project limits as required for the proposed improvements. Removal of Pavement Markings shall be performed in accordance with Section 609.4.1.2 of the SCDOT Standard Specifications for Highway Construction, Edition 2007.

Temporary Pavement Markings

The lump sum price bid item for "Traffic Control" includes payment for installation and maintenance of all temporary striping. Temporary pavement marking lane lines shall be 4 inches wide unless directed otherwise on plans. Permanent pavement marking lane lines will be 4 inches wide. Stop bars shall be 24 inches wide.

Temporary removable paint will be used on final surfaces if it is not possible to apply lane lines in the final location.

The Contractor shall be responsible for the removal of all conflicting temporary and permanent pavement markings, as necessary. Pavement lines and raised pavement markers must be removed. The covering of obsolete lines with black paint will not be permitted. If the pavement is damaged during the removal process, the Contractor shall repair the roadway

as directed by the Engineer at no additional expense to the City.

Temporary raised pavement markings with an 80' spacing or as directed on plans will be installed with the temporary pavement lines.

Standards

All travel lanes shall be opened to traffic according to the traffic control plans. The Contractor shall execute construction schedule expeditiously. The Contractor shall provide the Engineer with no less than a two-week prior notification of changes in traffic patterns.

All signing, traffic signals, pavement markings, traffic control devices, and lane closures shall conform to SCDOT standards, traffic control plans, special provisions, MUTCD, and the Engineer's requirements. In addition, signs, pavement markings, traffic signals, and other traffic control devices shall be maintained in good condition during the project and replaced as needed.

All construction work zones will conform to the SCMUTCD. Spacing of cones and barrels shall meet or exceed the standards in Chapter 5.

Temporary Lane Closures

Temporary lane closures shall not disrupt the natural circulation of local traffic. All temporary lane closures (if allowed) must always maintain one-way traffic flow (if one-way flow is approved). All approvals will be in writing and approval must be in force a minimum of 24 hours before any closure. All temporary lane closures will normally be approved if they maintain two-way traffic flow. However, local traffic conditions mandate that each situation will be reviewed and approved on its own merits. The locale itself ultimately will provide the terms, conditions and exceptions associated with each specific temporary lane closure request. Temporary lane closures shall be set up in conformance with current SCMUTCD standards and all flagmen shall be properly equipped and trained. All signs, barrels, cones, message boards, flag-men, stop/slow paddle boards, vests, barricades, etc shall be provided by the contractor. All provisions of national and state MUTCD manuals will be complied with. No work shall be allowed in the existing roadway that decreases the clear lane widths to 10 feet or less, without written authorization from the City Engineer.

9. OPERATING HOURS

To accommodate normal commuting activities, the contractor shall schedule all construction so that no temporary lane closure shall begin earlier than 9:00 am and to end or suspend activities/closures between 4:00 pm and 6:30 pm, unless otherwise notified by the City Engineer.

10. STAGING AREAS

The contractor is responsible for obtaining any and all necessary storage, staging or material "lay-down" areas. All such areas, if utilized, shall be returned to their original condition, or better, upon completion of the work. A properly executed release and waiver form shall be provided from the owners of all such properties used for these purposes. Release of final

payment shall be withheld until all releases have been provided to the City.

11. ACCESS TO EXISTING PROPERTIES

Contractor shall maintain access to businesses at all times. Demolished driveway entrances shall be filled with maintenance stone to maintain access if necessary. Contractor shall notify businesses prior to reconstruction of sidewalks and drive entrances, and provide alternate access to properties. In cases where alternate access is not possible, Contractor shall work with Businesses to schedule installation of drives and sidewalk entrances when most convenient. Cleanup shall be done on a daily basis with the area being left in a condition which meets the approval of the City and the property owner's inspector. The contractor will also be responsible for immediately cleaning up any mud that gets tracked onto the roadway or sidewalk due to the construction. Property Owner complaints and claims resulting from the work performed hereunder shall be resolved by the Contractor without cost to the City. The Contractor shall inform the City of all such complaints and claims.

The contractor is responsible for notifying residents and business owners *no less than 48 hours prior* to starting any construction activity in front of each property. Access to driveways shall be maintained at all times, except when new driveway aprons are being formed and poured. Driveways shall be reopened as soon as the aprons have attained adequate strength to support vehicles without causing damage to the new aprons. Tie- ins shall be formed and poured on the same day as its apron.

12. SCDOT STANDARD DRAWINGS FOR ROADWAY CONSTRUCTION

The 2016 SCDOT Standard Drawings are in effect for this project. These drawings are available for download at http://www.scdot.org/doing/sd_disclaimer.shtml or for purchase through the SCDOT Engineering Publications Sales Center. The Engineering Publication Sales Center is located in Room G-19 (basement level) of the SCDOT Headquarters Building, 955 Park Street, Columbia, South Carolina.

All references in the plans, standard specifications, supplemental specifications, supplemental technical specifications or special provisions to drawings under the previous numbering system are hereby updated to the new drawing numbers. Refer to sheets 000-205-01 through 000-205-07 to find new drawing numbers when looking for references to older drawing numbers.

13. FULL DEPTH PATCHING, MILLING, SPEED HUMPS, AND ASPHALT BERMS

All asphalt speed humps shall be replaced in existing locations by the contractor using the City of Greenville standard template. If any rubber speed humps exist, the contractor should notify the City Engineer as soon as possible so that these can be removed prior to the work begin date.

Asphalt berms shall be milled around (preferred method) or replaced in existing locations. Possible locations for new asphalt berms shall be directed by the City.

Full Depth Patching quantities are based on an estimate in the schedule of values. Locations and actual quantities shall be determined by the City and marked on the roadway before work begins.

Variable milling shall be completed to the depth and width as designated by the City Engineer. Milling operations shall conform to the requirements set forth in the City of Greenville's Design and Specifications Manual as well as the SCDOT's 2007 Standard Specifications for Highway Construction. In some cases, it may be determined that an edge mill (about 2 feet wide) is all that is required up against curb and gutter sections in order to maintain an acceptable cross slope. This will be determined by the City Engineer and paid for by the square yard for variable milling.

14. CROSSWALKS

The project construction may require milling, resurfacing and driving heavy construction equipment and delivery trucks over existing decorative concrete cross-walks. The Contractor shall protect the concrete cross-walks from any structural damage and aesthetic marking/discoloration caused from the construction operations (milling, tack application, paving, etc.), equipment, and delivery trucks. Any damage to the cross-walks shall be rectified by the Contractor to the City's approval at no additional cost to the City.

15. RESIDENT NOTIFICATION

48 hours prior to milling or paving operations beginning, the contractor will be required to place A-frame signs OR pass out door hangers warning all property owners of the upcoming work. Signs must be placed at each intersection and at each end of the road being paved. This notice shall instruct residents that any cars parked in the street during the hours work will be done are subject to towing. The notice will have a local phone number that residents may call to ask questions. The contractor shall also place the notice on the windshield of any parked cars on the street. Signs and/or hand distribution of this notice will be considered incidental to the contract.

16. MANHOLE AND VALVE ADJUSTMENTS

Manholes and valves shall be adjusted in accordance with the applicable standards of the utility owner. The contractor shall be responsible for providing all materials required for the adjustments. The price for adjusting manholes shall include all labor and material needed to complete the adjustments. Payment shall be for each unit raised.

17. SITE SPECIFIC REQUIREMENTS

Street	Begin	End	Approximate Length (ft)	Average Width (ft)	SY	Notes
Bennett Street	E Park Ave	Mohawk/Summit Dr	5013	22	12254	Edge mill against curbing, 4" FDP as needed, 1" HIR, 1" Surface D, Striping
Nicholtown	Ackley Ext Rd	Haviland Ave	1481	28	4608	Edge mill against curbing, 4" FDP as needed, 1" HIR, 1" Surface D, Striping
Pimlico Rd	Shallowford Rd	Wembley Rd	2955	24	7880	Edge mill @ Driveways/berms as needed, 4" FDP as needed, 1" HIR, 1" Surface D
Summit Drive	Mohawk/Bennett	Wedgewood Dr	8435	22	20619	Edge mill against curbing, 4" FDP as needed, 1" HIR, 1" Surface D, Striping
Byrdland Drive	Airport Road	Woods Lake Road	4086	28	12712	Edge mill against curbing, 4" FDP as needed, 1" HIR, 1" Surface D, Striping

18. HOT IN-PLACE ASPHALT RECYCLING

This work shall consist of rehabilitating the surface layer of existing asphalt concrete pavement and placing a layer of hot mix asphalt material over the rehabilitated surface. Rehabilitation shall be accomplished with specially designed equipment in a simultaneous multistep process of heating, scarifying, applying an asphalt recycling agent and thoroughly remixing and reshaping the old asphalt concrete surface, then placing an overlay of new hot mix asphalt concrete in compliance with the lines, grades, thickness, and typical cross sections. This work should be performed with a single machine that heats, scarifies, recycles and spreads the new asphalt concrete hot mix, all in one continuous pass. Additional preheaters may be utilized to achieve specified depth and temperature.

Material

- A. Hot Mix Asphalt – New hot mix asphalt shall conform to division 400 of the SCDOT's 2007 Standard Specifications for Highway Construction as well as Chapter 7.2 of the City of Greenville's Design and Specifications Manual.

- B. Asphalt Rejuvenating Agent: The City engineer will approve the asphalt-rejuvenating agent. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements. The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements.

MSDS Properties	
Boiling Point	212 Degrees F
Appearance	Brown Liquid
Flash Point	200 Degrees F
Density	8.4 lbs/gal
Solubility	Non-Soluble in Water
Odor	Petroleum Odor

***Protect emulsion from freezing, avoid overheating, avoid excessive pumping with high shear pumps**

****Storage Temperature – 60-160 Degrees F**

*****Application Temperature – 60-180 Degrees F**

Property	Test Procedure (AASHTO)	Specification (MIN)	Specification (MAX)
Tests on Emulsion			
Viscosity, Saybolt-Furol, 25 Degrees C, Sec.	T-59	50	500
Sieve Test, %	T-59		0.10
Storage Stability, 24 hour, %	T-59		1.0
Tests on Residue from 500 Degrees F Distillation			
Residue, %, weight	T-59	60	
Oil Distillate, %, volume	T-59		6
Penetration, 25 Degrees C, dmm	T-49	125	225
Ductility, 25 Degrees C, 5cm/min (cm)	T-51	40	
Solubility in trichloroethylene, %	T-44	97.5	

Equipment

The contractor shall specify the type of equipment that will be used for this work at the preconstruction conference. All equipment shall be on the project in operating condition by a date that will be established at this conference, for inspection and approval by the City Engineer. The Engineer will reject equipment that is unsuitable for the intended purpose.

The equipment for this work shall be a self-contained, self-propelled, automated unit capable of heating, scarifying (or rotary milling) the existing surface, mixing, redistributing, and leveling the existing asphalt pavement to the specified depth, automatically applying a rejuvenating or recycling agent at a uniform rate as shown on the plans or as directed, and

applying a new hot bituminous pavement layer over the hot, partially compacted recycled mixture, all in one pass. Additional preheaters may be utilized to achieve the specified depth and temperature.

The **heating unit** shall be hooded to prevent damage to adjacent plant growth. It shall be capable of heating the pavement surface to a temperature high enough to allow scarification to the required depth without breaking aggregate particles or charring the pavement (225-325 degrees F).

The **scarifying or milling units** shall be able to penetrate the pavement surface to the depth shown on the plans in one pass. Scarifiers or millers shall be equipped with separate, automatic height adjustments which will allow clearance over manholes and other obstructions.

The **Rejuvenating or Recycling Agent Applicator** shall automatically add rejuvenating or recycling agent to the scarified material at a uniform rate as shown on the plans or as directed. The application rate shall be synchronized with the machine's forward speed to maintain a tolerance within 5% of the specified rate.

The **Receiving Hopper and Conveying System** shall collect and transport new hot mix asphalt material to the finishing unit without segregation of the new material.

The **Recycling unit** shall consist of a system that mixes, redistributes, and levels the scarified material over the width being processed to produce a uniform cross section of recycled material.

The **Finishing unit** shall have an automatically controlled screed to produce a surface conforming to the surface thickness as required by the City Engineer. This unit shall be capable of applying the new material to a uniform longitudinal profile and cross slope. The finishing screed must be heated and capable of electronically controlling the cross slope, and applying the new hot mix asphalt material to produce a uniform surface and texture.

The **Rollers** shall be of sufficient type and weight to compact the new and recycled material to the required density as determined by Chapter 7.2 of the City of Greenville's Design and Specifications Manual. Sufficient number of rollers shall be furnished to keep up with the operation.

Heating and Repaving Process

Immediately before pavement recycling begins, the pavement surface shall be broomed or otherwise cleaned to provide a dry surface free from loose particles or other deleterious material.

The contractor shall protect the area adjacent to the work from heat damage. All areas damaged by heat damage shall be repaired or replaced at the contractor's expense.

Temperature for this work shall be a minimum of 50 degrees F and rising.

The asphalt pavement shall be fully heated to a width of at least two inches beyond the width

to be scarified and recycled. On the next pass paralleling the first, the recycling shall overlap the previously recycled mat by a minimum of two inches.

Immediately following heating, the pavement surface shall be scarified (or milled) to the specified depth. The removed material shall have a temperature between 115 degrees F and 265 degrees F, unless otherwise directed by the Engineer. The material shall be leveled, mixed, and treated with a rejuvenating or recycling agent.

New hot mix asphalt material shall be added by gathering reclaimed material with a leveling device and spreading to a uniform depth over the width being processed. After the material is placed, and while it still has a residual temperature of at least 190 degrees F, a layer of hot mix asphalt material conforming to the job-mix formula shall be placed and compacted over it in accordance with Chapter 7.2 of the City of Greenville's Design and Specifications Manual.

The following adjustments shall be made if required as directed:

- 1) Depth of scarification may be verified
- 2) Application rate for rejuvenating agent or other asphaltic material may be adjusted as necessary to maintain a uniform mixture.
- 3) Application rate for new hot mix asphalt may be adjusted to maintain the design depth of combined recycled and new pavement.

The contractor is responsible for having quality control personnel on site as described further in Chapter 7.2 of the City's Design and Specifications Manual.

The contractor will keep the work site free from accumulation of waste material; rubbish and debris from and about the work site, as well as all construction equipment, machinery, surplus materials, and will leave the site clean. Street will be swept after compaction to remove any loose material on roadway.

Basis of Payment

The accepted quantities of heating and repaving treatment will be paid at the contract unit price per square yard. Payment will be full compensation for all labor, materials, and equipment required to complete the work, including cleaning the existing pavement surface, heating, scarifying, redistributing, releveling, and compacting hot mix asphalt pavement.

Payment for hot mix asphalt (ton) and QC by contractor (LS) shall be completed in accordance with the City of Greenville's Design and Specifications Manual.

The accepted quantities of asphalt pavement surface recycled will be measured and paid by the square yard.

Asphalt rejuvenating agent will be measured by the gallon used in place as determined by the contractor and their predetermined mix design, City Engineer, and the job supervisor.

**RECREATION FUND APPROPRIATIONS
APPLICATION FORM**

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 5

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:

Anderson Cavaliers

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$ 490.00

3. The purpose for which the funds are being requested:

Rental of Sports Center

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.

Yes

5. Contact Person: James D. Floyd

Mailing Address:

Phone Number: 864-642-8588

Email: F14fighter02@yahoo.com

6. Statement as to whether the entity will be providing matching funds:

None

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.

Signature

Print Name

Date

Lacey Oge 5/30/2019

ANDERSON SPORTS CENTER
CONTRACT FOR SPORTS FACILITIES

3027 MARTIN LUTHER KING JR BLVD. ANDERSON, SC 29625

864-260-4800

MAKE CHECKS PAYABLE TO ANDERSON SPORTS CENTER

Contract due date _____

*Payment due before fields or courts can be reserved *

For: Softball Baseball Tennis Soccer Football Other _____

Today's Date _____ Event Date _____

Lessee Anderson Cavaliers

Address _____

Contact Name Mark Asbell

Phone 844 1335 Fax _____

Special Comments 4/22 23 25 26 29 30 5/2 3 4

8 practice x 30 = 240 Gameday \$250

Total Amount Due \$ \$490.00

Sports Center Leasing Agent AME Event Lessee _____

***Please sign 1 copy and return with your payment. Keep 1 copy for your records**

Business Entities Online

File, Search, and Retrieve Documents Electronically

CAVALIER ATHLETIC PROGRAM INC.

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 02/08/2016

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: KEITH L. VAN ARSDALE

Address: 159 TULLY DRIVE
ANDERSON, South Carolina 29621

Official Documents On File

Filing Type	Filing Date
Incorporation	02/08/2016