



AGENDA
Special Presentation Meeting
Tuesday, October 3, 2023, at 6:00 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman, Tommy Dunn, Presiding

1. CALL TO ORDER

2. RESOLUTIONS/PROCLAMATION:

- a. 2023-047:** A Resolution honoring the extraordinary life of the late great Dr. William McMurtrey "Mack" Burriss, an iconic figure in the history of animal welfare in Anderson County; and other matters related thereto.

Hon. Cindy Wilson

- b. PROCLAMATION:** A Proclamation designating October 2023 as Hispanic Heritage Month in Anderson County.

Hon. Cindy Wilson

3. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, October 3, 2023, at 6:30 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Brett Sanders

3. APPROVAL OF MINUTES

minutes not received September 5, 2023,
September 19, 2023

4. CITIZENS COMMENTS

Agenda Matters Only
THREE-MINUTE TIME LIMIT

Tommy Dunn
Chairman, District Five

John B. Wright, Jr.
District One

Greg Elgin
District Three

M. Cindy Wilson
District Seven



Brett Sanders
V. Chairman, District Four

Glenn Davis
District Two

Jimmy Davis
District Six

Renee Watts
Clerk to Council

Rusty Burns
County Administrator



5. ORDINANCE THIRD READING:

- a. 2023-034:** An Ordinance to amend section 2-1053, related to marriage ceremonies in government offices, of the Anderson County Code of Ordinances; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Jordan Thayer (allotted 5 minutes)

6. ORDINANCE SECOND READING:

- a. 2023-036:** An Ordinance to approve an intergovernmental agreement with the City of Anderson for the sale of real property; and other matters related thereto.

Mr. Jordan Thayer (allotted 5 minutes)

- b. 2023-037:** An Ordinance to approve the Anderson County Solid Waste Management Plan (2023 Update); and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

7. ORDINANCE FIRST READING:

- a. 2023-038:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax and special source credit agreement by and between Anderson County, South Carolina and a company known to the county at this time as Project Purple Haze 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 credits; and other matters related thereto. [Project Purple Haze]

Mr. Burriss Nelson (allotted 5 minutes)

- b. 2023-039:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and a company or companies known to the county at this time as Project Connector, 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 credits; and other matters related thereto. [Project Connector]

Mr. Burriss Nelson (allotted 5 minutes)

8. RESOLUTIONS:

- a. 2023-042:** A Resolution expressing intent to cease county maintenance on and to authorize county consent to judicial abandonment and closure of None road designated as C-4-36A; and other matters related thereto. [District 4]

Mr. Matt Hogan (allotted 5 minutes)

- b. 2023-043:** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Purple Haze, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source credit agreement with respect to a project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby project/company will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and other matters related thereto. [Project Purple Haze]

Mr. Burriss Nelson (allotted 5 minutes)

- c. 2023-044:** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Connector, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source credit agreement with respect to an industrial project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby project/company will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters. [Project Connector]

Mr. Burriss Nelson (allotted 5 minutes)



- d. **2023-046:** A Resolution to approve a purchasing/credit card program through Synovus Bank to be administered by the County's Finance Department; and other matters related thereto.

Ms. Rita Davis (allotted 5 minutes)

9. **CHANGE ORDERS/BID APPROVALS:**

- a. Bid #24-002 ACTC #134 Resurfacing Project

10. **REPORT FROM SHORT TERM RENTAL ADHOC COMMITTEE MEETING HELD ON SEPTEMBER 21, 2023**

Mr. John Wright, Jr. (allotted 10 minutes)

11. **REPORT FROM PUBLIC SAFETY COMMITTEE MEETING HELD ON SEPTEMBER 22, 2023**

Mr. Glenn Davis (allotted 10 minutes)

12. **REQUEST BY COUNCIL:**

- a. Just Jeanie Media Foundation Inc.-Districts 3-7
- b. Palmetto Fishing Team-District 7
- c. Mill Town Players-All Districts

13. **ADMINISTRATOR'S REPORT:**

14. **CITIZENS COMMENTS**

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

15. **REMARKS FROM COUNCIL**

16. **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 2023-047

A RESOLUTION HONORING THE EXTRAORDINARY LIFE OF THE LATE GREAT DR. WILLIAM MCMURTREY “MACK” BURRISS, AN ICONIC FIGURE IN THE HISTORY OF ANIMAL WELFARE IN ANDERSON COUNTY; AND OTHER MATTERS RELATED THERETO.

Whereas Dr. William McMurtrey “Mack” Burriss, a sixth-generation Andersonian who served his country and shaped the life of his community with great distinction over the past century, passed away on September 8, 2023, at 101 years of age; and

Whereas Dr. Burriss, whose roots in Anderson stretched back to 1760 when his 4th great-grandfather moved here from Virginia, was a 1939 graduate of Boys High, a 1943 graduate of the Auburn University School of Veterinary Medicine, a commissioned officer of the Army Veterinary Corps during World War II, and a Captain and commanding officer of the Veterinary Corps Food Inspection Division during the Korean War; and

Whereas Dr. Burriss returned to Anderson following World War II, taking over his father’s veterinary practice, Burriss Animal Hospital, the first animal hospital in Anderson County’s history, and practiced there for many decades while also serving in numerous leadership positions in the community, including many years as president of the Anderson County Humane Society, playing a pivotal role in building the Anderson County Animal Shelter that was named in his honor; and

Whereas, in addition to his work on behalf of the animals of Anderson County, Dr. Burriss was also instrumental in shaping public education in Anderson as we know it as the Chairman of Anderson School District Five’s Board of Trustees for more than a quarter of a century and as a trustee for 35 years in total, receiving innumerable honors, awards, and recognition over the course of his life for his leadership and service to our community;

Now, therefore, be it resolved, in a meeting duly assembled this third day of October 2023, that the Anderson County Council, on behalf of the citizens and animals of a grateful county, expresses its deepest condolences to Dr. Burriss’ family while celebrating his extraordinarily full and meaningful life. He was a gentleman, a scholar, an Andersonian, a family man, and a lover of all animals. He will be greatly missed.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

John B. Wright, Jr.
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders, Vice-Chairman
District Four

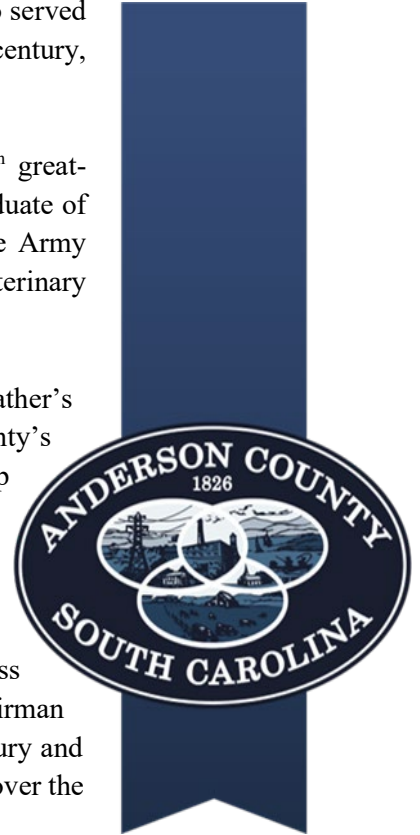
Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council





Anderson County
PROCLAMATION
HISPANIC HERITAGE MONTH

WHEREAS, Anderson County observes National Hispanic Heritage Month, recognizing the rich history, culture, and achievements of Hispanic people for their many contributions to American society; and

WHEREAS, the Hispanic and Latino people are integral to the growth and development of our County bolstering the economy as business leaders and entrepreneurs, enriching our schools and education system, and serving as leaders in our community; and

WHEREAS, the national theme of this year's Hispanic Heritage Month, *Latinos: Driving Prosperity, Power, and Progress in America*, recognizes and highlights the important economic, social, and cultural contributions Hispanic and Latino people have made to every facet of American life: serving in both the public and private sectors, in our country's military, as elected officials and civic leaders, and as community advocates; and

WHEREAS, Anderson County is proud of our diverse population and encourages our citizens to celebrate our Hispanic community by participating in events held to commemorate this special occasion;

NOW, THEREFORE, the Anderson County Council does hereby proclaim September 15-October 14, 2023 as Hispanic Heritage Month in Anderson County.

PROCLAIMED this 3rd day of October 2023.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

John B. Wright, Jr.
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders, Vice-Chairman
District Four

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council

ORDINANCE NO. 2023-034

AN ORDINANCE TO AMEND SECTION 2-1053, RELATED TO MARRIAGE CEREMONIES IN GOVERNMENT OFFICES, OF THE ANDERSON COUNTY CODE OF ORDINANCES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council has the authority to create ordinances under South Carolina Code section 4-9-25; and

WHEREAS, Anderson County Council desires to amend the Anderson County Code of Ordinances; and

WHEREAS, Anderson County Council wishes to increase the fee associated with use of county offices and personnel for personal marriage ceremonies from \$20 to \$100.

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

1. That section 2-1053 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

Anyone using any county office and/or personnel for a personal wedding ceremony during normal office hours shall be charged a fee of \$100.00 per ceremony, payable to the county probate judge and deposited in the general fund of the county.

2. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically 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. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this 3rd day of October, 2023.

SIGNATURE PAGE TO FOLLOW.

ATTEST:

Rusty Burns
Anderson County Administrator

Renee Watts
Clerk to Council

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: September 5, 2023
Second Reading: September 19, 2023
Third Reading: October 3, 2023

Public Hearing: October 3, 2023

ORDINANCE NO. 2023-036

**AN ORDINANCE TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH
THE CITY OF ANDERSON FOR THE SALE OF REAL PROPERTY; AND OTHER
MATTERS RELATED THERETO.**

WHEREAS, the City of Anderson conveyed a 7.5-acre tract of land to the County by deed dated August 25, 1975 and recorded September 5, 1975, in the Register of Deeds for Anderson County in Deed Book 18-A at Page 448 and identified as TMS number 124-00-02-003. The Deed provides that the conveyance is made for the use of an animal shelter and that if the use is discontinued the title shall revert back to the City of Anderson; and

WHEREAS, the County acquired an adjacent piece of property from Duke Energy of the Carolinas in 2007 on which a portion of the animal shelter was located. The County has been leasing a portion of the site to American Tower Corporation who is interested in purchasing both tracts of land; and

WHEREAS, in order to convey a fee simple title, it will be necessary that both the City of Anderson and Anderson County execute deeds conveying their interest in the property. It is also necessary that the property be sold pursuant to procurement regulations; and

WHEREAS, upon receipt of an offer agreeable to the parties, the net proceeds of the sale will be divided equally.

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

1. The Anderson County Council desires to enter into an Intergovernmental Agreement for the sale of real property with the City of Anderson and directs the County Administrator to execute a document that is substantially similar and not materially different from the attached Exhibit A.
2. That the Anderson County Administrator is directed and authorized to sign any other deeds or documents necessary to effectuate the above referenced Intergovernmental Agreement for the sale of the real property as identified on Exhibit B.
3. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.
4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
5. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this _____ day of _____, 2023.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

INTERGOVERNMENTAL AGREEMENT
BEWTWEEN ANDERSON COUNTY AND
THE CITY OF ANDERSON REGARDING
THE SALE OF REAL PROPERTY

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between Anderson County, South Carolina (hereinafter “County”) and the City of Anderson, South Carolina (hereinafter “City”).

Background Statement

The City conveyed a 7.5-acre tract of land to the County by deed dated August 25, 1975 and recorded September 5, 1975, in the Register of Deeds for Anderson County in Deed Book 18-A at Page 448. The deed provides that the conveyance is made for the use of an animal shelter and that if the use is discontinued the title shall revert back to the City.

The County acquired an adjacent piece of property from Duke Energy of the Carolinas in 2007 on which a portion of the prior Animal Shelter was located. The County has been leasing a portion of the site to America Tower Corporation who is interested in purchasing both tracts of land.

In order to convey a fee simple title, it will be necessary that both the City and County execute deeds conveying their interest in the property.

It is also necessary that the property be sold pursuant to procurement regulations.

STATEMENT OF AGREEMENT

In consideration of the mutual representatives, warranties, covenants, and agreements contained herein, the parties hereto agree to the follows:

1. The property is surplus property and has no present reasonable expectation of future use by the County or the City.
2. Pursuant to procurement regulations the County will advertise the property for sale by the receipt of sealed bids. The parties will equally divide the cost of publication and other costs of the sale.

EXHIBIT A

3. Upon receipt of an offer agreeable to the parties, the parties will authorize execution of the necessary documents to complete the sale and convey title to the successful bidder. The net proceeds will be equally divided.

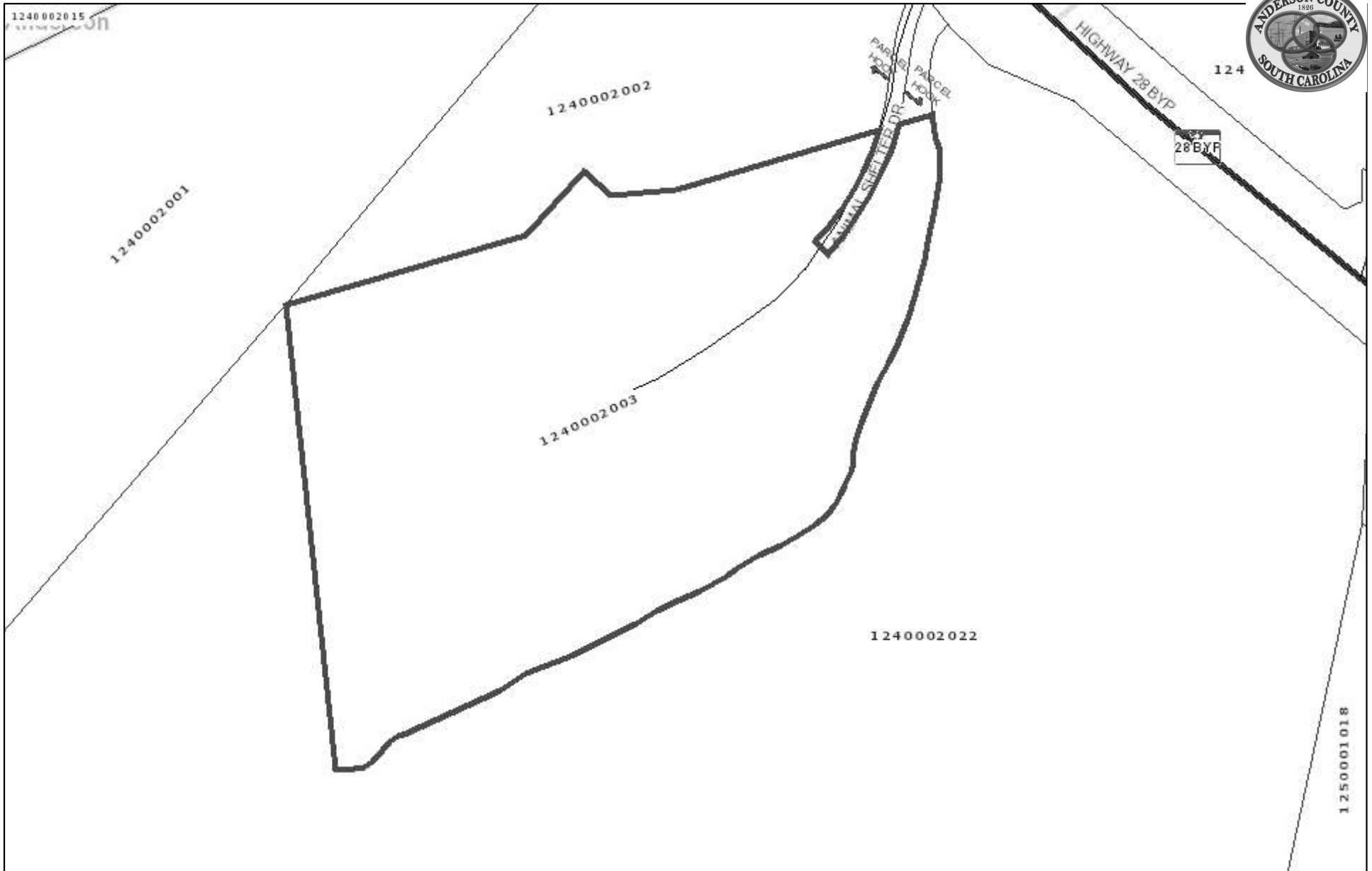
Anderson County

BY: _____
ITS: _____

City of Anderson

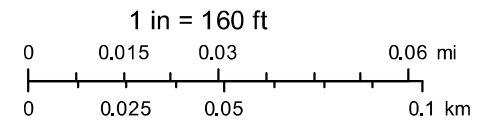
BY: _____
ITS: _____

Anderson County



September 14, 2023 Disclaimer accepted.

TMS:	1240002003	Zip Code:	29622
Owner:	ANDERSON COUNTY	Current Plat:	CP 000/000
Owner Address:	PO BOX 8002		
City/State:	ANDERSON SC		
Deed Book:	7853	Deed Page:	82
Tax District:	5	Description:	HWY 28 BY PASS 7.58 AC
Sale Year:	1975	Sale Price:	\$4,000
		Market Value:	\$196,640



ESRI, Highland Mapping, and Anderson County GIS

ORDINANCE NO. 2023-037

AN ORDINANCE TO APPROVE THE ANDERSON COUNTY SOLID WASTE MANAGEMENT PLAN (2023 UPDATE); AND OTHER MATTERS RELATED THERETO.

WHEREAS, the South Carolina Solid Work Policy and Management Act of 1991, as amended, codified in the Code of Laws of South Carolina, §§ 44-96-10, et seq. addresses planning and regulation of solid waste management facilities in South Carolina;

WHEREAS, the Code of Laws of South Carolina, §44-96-80 addresses county or regional solid waste management plans and amendments to those plans;

WHEREAS, the Anderson County Solid Waste Department has utilized the services of LaBella Associates to prepare the 2023 Update to the Anderson County Solid Waste Management Plan; and

WHEREAS, the Anderson County Council has reviewed the 2023 Update to the Anderson County Solid Waste Management Plan and desires to approve this plan.

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

1. The Anderson County Council hereby approves the 2023 Update to the Anderson County Solid Waste Management Plan as attached hereto as Exhibit 1.

2. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically 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. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this _____ day of _____, 2023.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

PREPARED FOR:
ANDERSON COUNTY
PO Box 8002
ANDERSON, SOUTH CAROLINA 29622



ANDERSON COUNTY SOLID WASTE MANAGEMENT PLAN (2023 UPDATE)

APPROVED BY COUNCIL: 2023

REVISED: _____

PREPARED BY:



400 SOUTH TRYON, SUITE 1300
CHARLOTTE, NORTH CAROLINA 28285
PHONE: (704) 376-6423
FAX: (704) 332-6177
PROJECT NO. 2223241 PHASE 02



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I. INTRODUCTION

Anderson County is located in northwest South Carolina, and is approximately 715 square miles in area. The County is bordered to the north by both Oconee County and Pickens County; bordered to the northeast by Greenville County; bordered to the east by Laurens County; bordered to the south by Abbeville County; and bordered to the west by Hart County, Georgia; **Figure 1.** Municipalities within Anderson County include the City of Anderson, the City of Belton, the Town of Honea Path, the Town of Iva, the Town of Pelzer, the Town of Pendleton, the Town of Starr, the Town of West Pelzer, and the Town of Williamston.

A. PLAN DEVELOPMENT

On May 27, 1991, Governor Carroll Campbell signed into law the South Carolina Solid Waste Policy and Management Act, as amended (the Act). The Act, as codified in Title 44, Chapter 96, of the South Carolina Code of Laws (the Code), addresses regulation and requirements related to the planning, development, and operation of solid waste management facilities in South Carolina.

This updated Anderson County Solid Waste Management Plan (the Plan) was prepared following the guidelines specified through the Act as a guidance document for solid waste management operations in Anderson County (the County) for a planning period of twenty (20) years. The Plan was initially developed in 1994 through the contributions of the fifteen member Anderson County Solid Waste Advisory Committee (SAC). The Anderson County Solid Waste Management Plan was originally adopted by Anderson County Council on October 28, 1997.

In April 2004, the South Carolina Department of Health and Environmental Control (SCDHEC) developed a new procedure for determining consistency with solid waste management plans, pursuant to a decision by the South Carolina Supreme Court in *Southeastern Resource Recovery, Inc. versus SCDHEC, et al*; 595 S.E.2d 468 (2004). As a result of this ruling, SCDHEC could no longer delegate to the counties the authority to determine consistency. SCDHEC determines consistency by utilizing the County Solid Waste Management Plan on file with the Department.

The Plan, as amended, is an overview of the County's solid waste management within the County and the municipalities of Anderson, Belton, Honea Path, Iva, Starr, Pelzer, Pendleton, West Pelzer and Williamston, and does not specifically address or benefit the operations of a particular individual or entity, nor does the Plan impose new, or increase existing, fees or charges associated with the collection, transfer, and disposal of solid waste and recyclable materials.

The information included in the Plan was obtained from the Anderson County Solid Waste Department, the Anderson County Planning Division, SCDHEC, the South Carolina Revenue and Fiscal Affairs Office, the US Census Bureau, and the US Bureau of Labor Statistics. Copies of the Plan are available for review and inspection from the County upon request.

B. ANNUAL PLAN REVIEW

As outlined in the Act, as amended, the Plan must be reviewed annually and updated, as needed, to include changes that are deemed necessary. The Anderson County Solid Waste Department reviews the Plan and presents proposed revisions to Anderson County Council (Council) for consideration, public comment, and subsequent approval by County Ordinance. Once revisions have been presented to and approved by Council, the corresponding amended sections of the Plan will be submitted to SCDHEC by either the Administrator or the Director of the Anderson County Solid Waste Department. All modified portions of the Plan will include the date of the revision to ensure that both SCDHEC and Anderson County reference the most current documentation. The County last revised the Plan in December 2009.

C. ANNUAL PROGRESS REPORTS

Anderson County is required by the Act to prepare and submit an Annual Progress Report to SCDHEC by September 1st of each year. The annual progress report will be prepared by the Anderson County Solid Waste Department and will include information on all solid waste collection and recycling activities of the County, as well as disposal information related to County solid waste management facilities.

All owners and/or operators of solid waste facilities within the County must submit an Annual Progress Report to SCDHEC by September 1st of each year, including: physical location, tonnage received during the previous year, capacity remaining, life expectancy, regulatory compliance history and other pertinent information.

In addition, all private waste hauling companies must submit an Annual Progress Report to SCDHEC by September 1st of each year, including: the amount of waste collected during the previous year, the number of households served, and other pertinent information requested by the County.

II. LEGISLATIVE AUTHORITY

Solid waste management facilities in Anderson County are governed by Federal, State, and local regulations. The EPA and SCDHEC have established regulations regarding the management of solid waste. These regulations, in conjunction with the Anderson County Code of Ordinances, provide guidance and assistance for the planning and implementation of solid waste management facilities.

A. FEDERAL AND STATE REGULATIONS

The EPA enacted the Resource Conservation and Recovery Act (RCRA) of 1976 as the primary federal law regulating solid waste management. The law is divided into two (2) major sections for solid waste management. The first section, Subtitle C (Hazardous Waste), established a national regulatory program to control the management of hazardous wastes. South Carolina received authorization from the EPA to begin regulating these activities in 1985. The second section of RCRA is Subtitle D (Solid Waste). This section established a framework for federal, state, and local government cooperation for solid waste management. As a result of this law, the federal government provides minimum national standards for protecting human health, the environment, and further provides technical assistance to states for planning and implementing their individual solid waste management policies.

The principal law that governs solid waste management within the State of South Carolina is the South Carolina Solid Waste Policy and Management Act of 1991, last amended January 20, 2022, (the Act). The Act authorizes SCDHEC to enforce the appropriate state standards. Under this authorization, SCDHEC developed the Solid Waste Landfills and Structural Fill Regulation, R.61-107.19, which regulates all solid waste disposal, in landfills or structural fills, within the State. Additional regulations are in place for the management of Solid Waste Processing facilities, Transfer Stations, Solid Waste Collection and Transportation, Lead-Acid Batteries, Waste Tires, Used Oil, electronics, and other relevant aspects of solid waste management. In 2006, SCDHEC revised the South Carolina Solid Waste Management Plan to include requirements for emerging solid waste management technologies.

Section 44-96-80 (J) of the Code gives the governing body of each County the responsibility and authority to provide for the management of solid waste within the County. Counties can enact ordinances to control certain aspects of the processing and disposal of solid waste; however, SCDHEC has the ultimate authority over processing and disposal of solid waste in South Carolina.

B. EXISTING ORDINANCES

The County has adopted ordinances, as codified in the Anderson County Code of Ordinances, regulating solid waste and recycling activities in the County. These ordinances are included in the Appendix of this Plan and were taken from Chapter 38 of the Anderson County, South Carolina - Code of Ordinances (recodified June 30, 2022). Please contact the Solid Waste Department for a current list of applicable Ordinances enforced by the County.

C. PROPOSED ORDINANCES

No new solid waste ordinances are pending at this time.

D. SOLID WASTE POLICIES

The County strives to operate its solid waste management system in a manner that is efficient and economical, while protecting human health and the environment. The County does not permit any open dumping or littering.

On February 9, 2006, the state plan was amended to include requirements for emerging solid waste management technologies. As of fiscal year (FY) 2021, the state's recycling and reduction goals are to recycle 40% or more of the state's MSW and to reduce the average per capita disposal to 3.25 pounds per person per day. Beginning in FY2022, the state updated its recycling goal to maintain alignment with the United States Environmental Protection Agency's (USEPA's) recycling goal. The state's current recycling goal is to recycle 50% or more of the state's MSW. The County's current recycling and reduction goals are consistent with the most current state plan.

All County convenience centers are for the use of County residents only unless special provisions are granted by the Anderson County Solid Waste Department. Scavenging is strictly prohibited at all County solid waste management facilities, including the convenience centers, recycling centers, and landfills.

E. ORGANIZATION STRUCTURE

The Anderson County Solid Waste Department is responsible for the operation of the County's solid waste management system. The Solid Waste Department employs approximately 76 personnel for the management of solid waste activities in the County including the operation of the convenience centers. The solid waste representatives for the County are as follows:

County Administrator

101 South Main Street
Anderson, South Carolina 29624
Telephone: (864) 260 - 4031

Deputy Administrator/Public Works Division Director

1428 Pearman Dairy Road
Anderson, South Carolina 29625
Telephone: (864) 260 - 1064

Solid Waste Director

1428 Pearman Dairy Road
Anderson, South Carolina 29625
Telephone: (864) 260 - 1001

Keep Anderson County Beautiful (KACB) Coordinator

1428 Pearman Dairy Road
Anderson, South Carolina 29625
Telephone: (864) 260 - 1001

Planning and Development Director

401 East River Street
Anderson, South Carolina 29624
Telephone: (864) 260 - 4720

To ensure open and public participation in the solid waste management process, the County reserves the right to create a three-member recycling/solid waste advisory committee (consisting of members of Council), in accordance with Section 2-445 of the Anderson County Code of Ordinances, which will work in conjunction with the Anderson County Solid Waste and Recycling Department and the Keep Anderson County Beautiful Advisory Committee to review, oversee, and advise on recycling programs and disposal of solid waste, and matters relating thereto.

III. DEMOGRAPHICS

Anderson County is located in the Piedmont physiographic region of South Carolina. Nine (9) municipalities are located within Anderson County: the City of Anderson; the City of Belton; and the Towns of Honea Path, Iva, Pelzer, Pendleton, Starr, West Pelzer, and Williamston.

A. POPULATION TRENDS

The population of the County is vital to the planning of its solid waste management system. The growth or decline of an area affects the solid waste management system in terms of the amount of waste generated, the number of convenience centers required to serve area residents, and the number of vehicles needed for transport of collected waste. Table 1 illustrates the approximate population of Anderson County from 2010 to 2022, including the percentage change between 2010 and 2022.

Table 1 - Anderson County Population Trend (2012–2022).

Year	Population*†
2012	188,820
2013	190,005
2014	191,793
2015	193,700
2016	195,582
2017	198,186
2018	200,292
2019	202,558
2020	203,718
2021	206,908
2022	208,610
% Change	10.5% Increase

*2012–2021 Population Estimates Source: U.S. Census Bureau, retrieved from: <https://data.census.gov/cedsci/table?q=Anderson%20County.%20South%20Carolina&tid=PEPPOP2019.PEPANNRES>, last accessed November 3, 2022.

†2022 Population Projection Source: South Carolina Revenue And Fiscal Affairs Office, retrieved from: <https://rfa.sc.gov/data-research/population-demographics/census-state-data-center/population-data/population-projections-2000-2035-rev2019>, last accessed November 3, 2022.

B. POPULATION PROJECTIONS

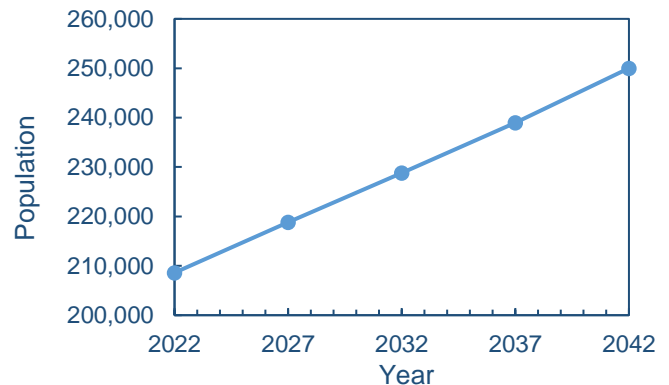
The South Carolina Revenue And Fiscal Affairs Office (SCRFA) predicts that the population of Anderson County will increase from approximately 208,610 in 2022 to



approximately 234,656 in 2035 (a 12.5% increase). To obtain the population projection for 2042, the average annual population increase rate obtained from the SCRFA population projections for 2022–2035 (0.91%) was applied to the population projection for 2035 and projected for 2042. The population increase over the next 20 years is likely to be closely correlated to an increase in solid waste generation. Table 2 illustrates the Anderson County population projection over the 20-year planning period (2022–2042).

Table 2 - Anderson County Population Projections (2022–2042)

Year	Population†
2022	208,610
2027	218,829
2032	228,801
2037	238,942
2042	250,004



† Source: South Carolina Revenue And Fiscal Affairs Office, retrieved from: <https://rfa.sc.gov/data-research/population-demographics/census-state-data-center/population-data/population-projections-2000-2035-rev2019>, last accessed November 3, 2022.

C. ECONOMIC TRENDS

The characteristics of a local economy are significant indicators of growth. Changes in the economic base of the County may directly affect the solid waste management system and should be an integral part of solid waste planning. The County's labor force increased by approximately 11,306 persons from 2010 to 2021, a change of approximately +15% (Source: US Bureau of Labor Statistics). The County's unemployment rate has fluctuated in that period while residing at or below the State average since 2011. As the unemployment rate of Anderson County decreases, the waste stream generated through industrial and commercial business should increase as a result of increased production. It should be noted that some of the labor force in Anderson County may not work within the County limits, while some employed in Anderson County may reside in other counties. As more people are employed in the County and as more people reside in the County, more waste will generally be generated at both the work place and at home.

D. LAND USE

Land use is an important characteristic to be evaluated in the development and implementation of a solid waste management system because it indicates areas of growth and urban development, both of which generally result in increased waste generation. The concentration of population in different areas throughout the County directly affects the collection and transportation of solid waste and recyclables. If the population increases too rapidly in an urbanized area, a strain could be placed on the existing infrastructure, including solid waste management facilities.

The County is located in the northwest region of South Carolina. The total area of both land and water combined is approximately 715 square miles. Most of the land in the County is privately owned with the exception of a small amount of land owned by the County, its municipalities, and the State and Federal governments. Even with the County's continued urban growth, land use is primarily agricultural and wooded with the exception of developing areas along the major transportation corridors and within the municipalities. Residential development comprises the majority of urban development in the County.

The primary transportation route through the County is I-85, which connects the metropolitan areas of Charlotte, North Carolina, and Atlanta, Georgia. This major corridor is experiencing rapid growth as industry enters the area. In the past few years, a significant portion of I-85, from mile marker 19 to mile marker 34, was improved to accommodate three (3) travel lanes in both the northbound and southbound directions. The widening of this fifteen-mile section of the Interstate will more than likely further the industrial growth along this corridor.

Other major routes through the County include US Highway 76, SC Highway 28, SC Highway 81, US Highway 29, and SC Highway 24. The routes traverse the County providing both industrial and residential traffic to the growing areas of the County.

The City of Anderson is the largest municipality in Anderson County. The city is centrally located within the County just south of I-85. The majority of the County's population is located in the suburban area of the City of Anderson. The City of Belton is located in the eastern portion of the County, at the intersection of US Highway 76 and SC Highway 247. The Town of Honea Path is also located in the eastern portion of the County at the intersection of SC Highway 252 and US Highway 76. The Town of Pendleton, in the northwestern portion of the County, is located approximately ten miles north of the City of Anderson along US Highway 76. The Towns of Starr and Iva are both located south of the City of Anderson on SC Highway 81. The remaining municipalities, the Towns of Williamston, Pelzer, and West Pelzer, are all located in the eastern portion of the County along the Saluda River. These municipalities comprise approximately 25% of

the County's overall population. The remaining residents are located in the rural areas of the County and in the suburban area surrounding the City of Anderson.

It is anticipated that the future growth in the County will be along the I-85 corridor and in the suburban areas surrounding the City of Anderson. This area will develop due to its existing urban environment, an influx of industrial development, available utility services, and steady economic base, as well as convenient access to Atlanta, Georgia, Charlotte, North Carolina and Greenville, South Carolina. As the area grows, the demand for solid waste management services will increase.

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IV. EXISTING SOLID WASTE MANAGEMENT

The South Carolina Department of Health and Environmental Control (SCDHEC) is responsible for the approval, permitting, and registration of solid waste facilities in accordance with the South Carolina Solid Waste Policy and Management Act, and Regulation 61-107. Under these regulations, facilities that comprise a solid waste management system are specifically regulated by the type of waste and the disposal process. Several of these regulated facilities are currently in operation within Anderson County.

A. GENERATION & CHARACTERIZATION

The Solid Waste Policy and Management Act of 1991 (last amended January 2022) requires that all solid waste facilities conduct accurate record keeping of waste stream data as shown in Table 3 below. The terms “Class Three Waste” and “Municipal Solid Waste (MSW)” may be used interchangeably through this Plan. Counties must submit Annual Progress Reports to SCDHEC as required by the Act. The following types and amounts of wastes were generated for disposal in Anderson County and were disposed of in various South Carolina landfills during fiscal year 2021 (FY2022), i.e., from July 1, 2021, to June 30, 2022, according to the FY2022 South Carolina Solid Waste Management Annual Report.

Table 3 - Anderson County Solid Waste Generation (FY2022).

	Waste* (tons)	Generation‡ (p/c/d)
MSW (Class Three)	134,991	3.55
C&D (Class Two)	97,259	2.55
Total Generated	232,250	6.10

* Source: FY2022 South Carolina Solid Waste Management Annual Report, retrieved from: <https://www.scdhec.gov/environment/recycling-waste-reduction/data-reports-recycling>, last accessed April 14, 2023. Note: MSW generation was calculated as the sum of disposed and recycled waste tonnages; C&D generation was obtained based on disposal estimates for use in demonstration of need.

‡ p/c/d means pounds per capita per day. The 2022 population estimate of 208,610 was used to calculate the FY2022 p/c/d generation rate in the County.

The County only maintains records on solid waste over which it has control, including waste received at the convenience centers and the Starr Class Two Landfill. The County also strives to receive accurate waste stream information from the private haulers.

A waste characterization study was conducted in 1992 to determine what types of wastes were disposed of within the County's municipal solid waste landfills. The waste stream data used in the study was obtained between July 1, 1992, and December 21, 1992, and was based on a random sampling technique. The study revealed that the majority of the waste stream consisted of paper products, yard debris, glass, and plastics. While recycling efforts have reduced the amount of these materials being landfilled, a greater emphasis should be placed on the composting of yard debris and the segregation of cardboard and paper products from the waste stream.

B. COLLECTION, TEMPORARY STORAGE & TRANSPORTATION OF SOLID WASTE

The collection, temporary storage, and transportation of solid waste are regulated by Regulation 61-107.5 of SCDHEC's Solid Waste Regulations. This regulation was developed to establish minimum standards for the collection, temporary storage, and transportation of solid waste prior to processing, disposal, etc. of that waste. Anderson County utilizes two (2) forms of collection, temporary storage, and/or transportation of solid waste: Convenience Centers and Curbside Collection.

1. CONVENIENCE CENTERS

The County owns and operates 17 convenience centers; **Figure 2.** All convenience centers accept aluminum cans; steel cans; green, brown, and clear glass; plastic bottles and jugs; cellular phones; mixed paper; newspaper; cardboard (no waxed coating); used cooking and motor oil; oil bottles and filters; electronic waste {except computer peripherals (e.g., cables, keyboards, mice, etc.)}; and lead car and truck batteries. Antifreeze and gas/oil mix is accepted at the Manse Jolly, King David, Townville, and Whitefield convenience centers. Furniture and mattresses are accepted at Townville, Craytonville, Carswell, Friendship, Slabtown, Agnew, Parker Bowie, Manse Jolly, King David, and Whitefield convenience centers. Tires are only collected at the Anderson Regional Materials Recovery Facility (MRF).

Convenience centers are open from 8:00 a.m. to 6:00 p.m., Monday through Saturday, unless otherwise specified, and are closed on all holidays observed by the County. Pendleton and Honea Path recycling centers are not owned by the County; operations and acceptance times at those facilities are subject to change without County control.

- The King David Convenience Center is open from 7:00 a.m. to 7:00 p.m., Monday through Saturday.
- The Anderson Regional MRF is open 7:00 a.m. to 4:00 p.m. Monday through Friday.

- The Honea Path Recycling Center is open 7:30 a.m. to 3:30 p.m. Monday through Friday.
- The Slabtown Convenience Center is open 8:00 a.m. to 7:00 p.m. Monday through Saturday but closed on Wednesday.
- The facilities at Wren are open 8:00 a.m. to 6:00 p.m. Monday through Saturday.
- The Pendleton facilities are open Monday through Friday 8:00 a.m. to 5:00 p.m. and 8:00 a.m. through 12:00 p.m. on Saturday.

The convenience centers are reserved for Anderson County residents only unless special provisions are granted by the Anderson County Solid Waste Department. No business, commercial, or industrial companies are allowed to dispose of waste at the convenience centers. The waste collected at the convenience centers is transported to a permitted Class Three landfill for disposal. The County continually evaluates the efficiency and customer traffic of its existing convenience centers and renovates or expands the centers as needed. In that vein, an old convenience center, Townville Convenience Center, was demolished and a new replacement center was constructed and opened in April 2018. Also, an expansion of the Whitefield Convenience Center was completed in May 2020. Similarly, an expansion of the King David Convenience Center was completed in December 2022. Furthermore, the redevelopment of the Parker Bowie Convenience Center was performed between August 2022 and March 2023, and the center was opened to the County residents on April 10, 2023.

2. CURBSIDE COLLECTION

Curbside collection of residential solid waste is available to County residents and commercial businesses by private waste collection companies. The private waste collection companies providing services in the County must register with the Solid Waste and Recycling Department annually for a fee of \$100.00 per company and an additional \$10.00 per vehicle for a registration decal. However, the County does not currently control the amount of waste collected or the service area in which each collection company operates. Curbside municipal solid waste collection is also provided in the municipalities within the County. Each municipality is responsible for managing its own solid waste and does so as follows:

City of Anderson

The City of Anderson provides municipal solid waste, metals, and yard debris curbside collection services to its residents. The waste is collected

by City personnel once per week and transported to the Anderson Regional Class Three Landfill for disposal. The City provides one (1) rollout cart for garbage to each customer at a \$10.50 per month fee (\$5.00 of the fee going to general funds and \$5.50 to the cost of each cart serviced) and charges the fee on residents' water bill. Extra carts at the same address will be charged an additional \$10.50 per cart per month fee. All carts remain property of the City of Anderson. The Sanitation Department's primary functions are to retrieve and transport solid waste from the City to landfill in an orderly, efficient manner.

- Delivers new, replacement and extra garbage carts to citizens within the City limits.
- Provides same day collection of trash and garbage weekly.

Trash must be separated into the following five (5) categories to meet the mandatory requirements of the Anderson Regional and Starr Class Two Landfill, the municipalities, and SCDHEC.

- **Vegetative matter:** Limbs, brush, grass clippings can be piled together; do not bag, box, or place in containers; keep free of plastic, garbage, paper. Limbs can be no longer 4 foot and no larger than 12 inch in diameter.
- **Furniture, floor coverings, and bathroom fixtures:** These items may be piled together; do not bag or box these items; keep free of plastic, garbage, paper.
- **Metal and appliances:** Stoves, refrigerators, water heaters, and other metal may be piled together; do not bag or box; keep free of plastic, garbage, paper.
- **Paper products and household garbage:** Boxes, bags, paper products, household garbage, glass, cups, and plastic bottles are considered garbage and must be placed in a City-owned and approved garbage cart for collection on your scheduled collection day.
- **Paint Cans:** Paint cans cannot be placed in garbage carts. The City will retrieve paint cans from the curbside and dispose of them provided that the paint cans have been filled with sand or cat litter to absorb any remaining liquid.

(Source: City of Anderson Public Works)

For more information on the City of Anderson's collection services, contact:

Sanitation Supervisor
City of Anderson Public Works Department
1100 Southwood Street
Anderson, South Carolina 29624
Telephone: (864) 231-2796

City of Belton

The municipal solid waste and recyclables of residents of the City of Belton are collected curbside once per week. Beginning in August 2017, the City provided one (1) 95-gallon garbage roll cart for each customer at the cost of \$2.50 per month which will be added to the monthly water bill. For an additional \$2.50 per month fee, an additional cart can be requested for the same address. To meet the City's garbage collection standards, all residential garbage shall be placed inside the roll carts. Garbage cannot be placed outside or next to the roll carts. The only bags that will be picked up are those placed inside the roll carts. All garbage shall be placed by the curb in front of customers' residence, unobstructed by fences, poles, vehicles, signs or similar objects. The City does not collect roofing shingles, asbestos products, lead paint or other hazardous items that require special disposition.

The municipal solid waste is collected by a licensed hauler and transported to the Anderson Regional Class Three Landfill. The City collects yard debris and construction and demolition debris. Residents are not charged directly for solid waste collection services. The service is funded through property taxes assessed to city residents annually. For more information on the City of Belton's collection services, contact:

Utilities Director
City of Belton Combined Utilities Department
306 Anderson Street
PO Box 828
Belton, South Carolina 29627
Telephone: (864) 338-0058

(Source: City of Belton Public Works)



Town of Honea Path

Resident's solid waste and construction and demolition debris are collected by the Town. Residential solid waste is collected once per week while commercial waste is collected twice per week; The collected wastes are transported to the Anderson Regional Landfill for disposal. Yard debris are collected by the Town on a weekly basis, transported to the Town's composting facility for storage, and disposed of at the Starr Class Two Landfill. The Town encourages residents of the community to use their Town Recycling Center located on Black Street. For more information on the Town of Honea Path's collection services, contact:

Sanitation Department
Honea Path Sanitation Department
109 Sanders Street
Honea Path, South Carolina 29654
Telephone: (864) 369-2968

(Source: Town of Honea Path Sanitation Department)

Town of Iva

The Town of Iva contracts with an outside waste management company for solid waste collection and recycling. Everyone within the city limits is required to have garbage collection and all residential customers within the city limits are required to have recycling collection. Curbside collection services are provided for the town's residents once per week. Municipal solid waste is transported by the outside waste management company to the Anderson County Regional Class Three Landfill for disposal. There is no separate collection service for yard debris or recyclable materials. Residents are not charged directly for solid waste collection services. The service is funded through property taxes assessed to town residents annually. For additional information on the Town of Iva's collection services, contact:

Clerk/Treasurer
Town of Iva
PO Box 188
Iva, South Carolina 29655
Telephone: (864) 348-6193

(Source: Town of Iva Sanitation and Recycling Department)



Town of Pelzer

The Town of Pelzer contracts with an outside waste management company for solid waste collection and recycling. Residents of the town are required to have garbage collection and all residential customers within the city limits are also required to have recycling collection. For the household solid waste collection, the contracted waste management company does not accept hazardous waste, yard debris in garbage, oils, paints, batteries, tires, and electronic waste. The collected solid waste is transported to the Anderson Regional Class Three Landfill for disposal. For more information on the Town of Pelzer's collection services, contact:

Town of Pelzer
103 Courtney Street
PO Box 427
Pelzer, South Carolina 29669
Telephone: (864) 947-6231

(Source: Town of Pelzer Waste and Sanitation Department)

Town of Pendleton

The Town of Pendleton provides curbside collection to its residents. Municipal solid waste, construction and demolition debris, and yard debris are collected once per week by Town personnel. The municipal solid waste is transported to the Anderson Regional Class Three Landfill for disposal, yard debris are transported to the City of Clemson Brush Recycling Center (located in Pickens County) for composting, and construction and demolition debris and any additional yard debris are transported to the Starr Class Two Landfill. Recyclable materials are collected by the Town and are transported to the Anderson Regional MRF. Residents are not charged directly for solid waste collection services. The service is funded through property taxes assessed to town residents annually. For more information on the Town of Pendleton's collection services, contact:

Director of Public Works
Department of Public Works
310 Greenville Street
Pendleton, South Carolina 29670
Telephone: (864) 646-9409

(Source: Town of Pendleton Public Works Department)

Town of West Pelzer

The Town of West Pelzer contracts a private collector to provide curbside collection to its residents. Each in-town customer is provided with a 96-gallon cart. Once a week, the private collector collects the municipal solid waste and transports it to the Anderson Regional Class Three Landfill for disposal. The private collector will also collect up to 3 additional bags of garbage outside of their cart **OR** 1 other cart with bagged items in it. There is no separate collection schedule for yard debris. For additional information on the Town of West Pelzer's collection services, contact:

Town of West Pelzer Public Works Department
30 Main Street
West Pelzer, South Carolina 29669
Telephone: (864) 947-6297

(Source: Town of West Pelzer Public Works Department)

Town of Williamston

The Town of Williamston provides curbside collection to its residents. Town personnel collect municipal solid waste once per week and transport it to the Anderson Regional Class Three Landfill for disposal. Town personnel collect yard debris once a month and transport the material to the Starr Class Two Landfill. Residents are not charged directly for solid waste collection services. The service is funded through property taxes assessed to town residents annually. For additional information on the Town of Williamston's curbside collection services, contact:

Town of Williamston Waste Department
12 West Main Street
PO Box 70
Williamston, South Carolina 29697
Telephone: (864) 847-7473

(Source: Town of Williamston Waste Department)

C. Solid Waste Transfer Stations

One (1) Solid Waste Transfer Station currently operates within Anderson County; **Figure 6**. Both of these facilities are governed by SCDHEC under Solid Waste Management Regulation 61-107.7.

1. CLEMSON UNIVERSITY-PENDLETON TRANSFER STATION

According to SCDHEC, ownership of the Pendleton Solid Waste Transfer Station (Facility ID #042401-6001) was transferred from Waste Management to Clemson University in early 2020. This facility is located off US Highway 76 within the Town of Pendleton, in front of the closed Anderson County Pendleton Class Three Landfill. The Clemson University-Pendleton Transfer Station received 0 tons of waste in FY2022 from collection contractors and commercial entities from across the upstate, in addition to area residents. According to SCDHEC, Clemson University intends to possibly operate the transfer station in times of high waste generation, such as football games and other major events. It is not currently operated on a regular schedule. The Clemson University-Pendleton Transfer Station has an indefinite life expectancy. For additional information on the Pendleton Transfer Station, contact:

Clemson University
University Facilities
Solid Waste & Recycling Management
310 Klugh Avenue
Clemson, South Carolina 29634
Telephone: (864) 643-6030

D. SOLID WASTE PROCESSING FACILITIES

SCDHEC Solid Waste Management Regulation 61-107.6 establishes procedures, documentation, and other requirements which must be met for the proper operation and management of all solid waste processing facilities. Processing is an activity related to changing the characteristics of waste going for disposal. Recycling is specifically excluded from this permitting process. One (1) processing facility is currently in operation within Anderson County; **Figure 8**.

1. ACE CLASS THREE RECYCLING PROCESSING FACILITY

ACE Environmental, Inc. (ACE) owns and operates a Class Three Recycling Processing Facility (Facility ID #042663-2001) located at 508 Cherokee Road. This facility handled approximately 21,965 tons of C&D debris in FY2022 from

local construction and demolition contractors. Recyclable materials such as scrap metal and cardboard are removed and hauled to scrap dealers. Materials not recycled are transported to a properly permitted landfill facility for ultimate disposal. Normal operation hours are Monday through Friday from 7:30 a.m. to 4:00 p.m. For additional information on the ACE Recycling Class Three Processing Facility, contact:

ACE Environmental, Inc.
508 Cherokee Road
Pelzer, South Carolina 29669
Telephone: (864) 947-8100

E. CLASS ONE LANDFILLS

Class One Landfills are governed by SCDHEC Solid Waste Management Regulation 61-107.19: Solid Waste Landfills and Structural Fill. This regulation establishes minimum standards for the site selection, design, operation, and closure of Class One Landfills. Waste suitable for disposal in Class One landfills consists solely of trees, stumps, wood chips, and yard trash that are generated from land-clearing activities, excluding agricultural and silvicultural operations when generation and disposal are on site. Facilities successfully fulfilling the requirements of a Class One Landfill will be covered under a Statewide General Permit. One (1) Class One landfill is currently permitted within Anderson County; **Figure 3**. The Broadway Land-Clearing Debris Class One Landfill (Facility ID# 042722-1701) was closed in 2019 while, as part of the permit modification application for the Starr Landfill facility approved in October 2020, the Starr Land Clearing Debris and Yard Trash (LCD & YT) Class One Landfill (Facility ID# 041001-1701) was converted to a Class Two Landfill that only accepts LCD & YT waste. The permit number (i.e., Facility ID) for the Starr LCD&YT Landfill was terminated on September 28, 2021, via a letter issued by SCDHEC.

1. CITY OF BELTON LAND-CLEARING DEBRIS & YARD TRASH CLASS ONE LANDFILL

The City of Belton owns a Land-Clearing Debris & Yard Trash (LCD&YT) Class One Landfill under Facility ID #041005-1701, at 1925 Highway 247 in Belton, South Carolina. For additional information on the City of Belton Land-Clearing Debris & Yard Trash Class One Landfill, contact:

Utilities Director
City of Belton Combined Utilities Department
306 Anderson Street
PO Box 828
Belton, South Carolina 29627
Telephone: (864) 338-0058

F. CLASS TWO LANDFILLS

Class Two Landfills are governed by SCDHEC Solid Waste Management Regulation 61-107.19: Solid Waste Landfills and Structural Fill. This regulation establishes minimum standards for the site selection, design, operation, and closure of Class Two Landfills. Waste suitable for disposal in Class Two landfills includes waste outlined in Appendix 1 of SCDHEC R.61-107.19. Wastes not listed in Appendix I, that demonstrate similar properties to the wastes listed, may be approved on a case-by-case basis by SCDHEC and generally include testing requirements to show constituent levels less than 10 times the drinking water maximum contaminant levels (MCLs). According to the FY2022 South Carolina Solid Waste Management Annual Report, approximately 97,259 tons of Class Two debris was generated for disposal in Anderson County. There are six (6) Class Two landfills operating in Anderson County; **Figure 4**.

1. CLEMSON UNIVERSITY CLASS TWO LANDFILL

Clemson University owns and operates a Class Two Landfill under Facility ID #041804-1202/041804-1301, located at 1455 Fants Grove Road on the campus of the University. During FY2022, the facility accepted approximately 3 tons of Class Two waste as generated by the University according to the FY2022 South Carolina Solid Waste Management Annual Report. Since the University is located inside Pickens County, the waste going to this landfill has Pickens County as the County of origin. The landfill has an estimated remaining life of 22 years and a maximum permitted annual limit of 25,000 tons. As currently operated, this facility does not contribute to the capacity of Anderson County for planning purposes. The capacity is reserved for Clemson University Class Two waste. For additional information on the Clemson University Class Two Landfill, contact:

Clemson University
University Facilities
Solid Waste & Recycling Management
310 Klugh Avenue
Clemson, South Carolina 29634
Telephone: (864) 643-6030

2. STARR CLASS TWO LANDFILL

Anderson County owns and operates a Class Two Landfill near the Town of Starr. The landfill, located off SC Highway 81 on Roy Arnold Road, operates under Facility ID #041001-1203. The landfill, according to the FY2022 South Carolina Solid Waste Management Annual Report, received 39,464 tons of C&D waste in FY2022. A permit modification application to expand the Class Two Landfill was

submitted to SCDHEC in October 2019 and was approved in October 2020. In addition, as a result of the modified permit issued in October 2020 for conversion of the Starr Class One Landfill to a Class Two Landfill, the Starr Class Two Landfill now has a working face (i.e., the previous Class One Landfill area) that only accepts LCD waste. The landfill has a maximum annual tonnage of 93,300, and has an estimated remaining life of 14 years as of September 2022.

The Class Two landfill is open Monday through Friday from 7:30 a.m. to 4:00 p.m. and Saturdays from 8:00 a.m. to noon. The approximately 230-acre facility is available to commercial customers and the public for the disposal of all permitted Class Two wastes including non-friable asbestos. The County assesses a tipping fee for disposal; the remainder of the operation is funded by the collection of a Solid Waste Fee assessed by the County. For additional information on the Starr Class Two Landfill, contact:

Anderson County Solid Waste Director
1428 Pearman Dairy Road
Anderson, South Carolina 29625
Telephone: (864) 260-1001

3. **ENTERPRISE MATERIAL HANDLING CLASS TWO LANDFILL**

The Enterprise Material Handling Class Two Landfill is a privately owned solid waste management facility operating under Facility ID #042733-1201 located on Old True Temper Road south of the City of Anderson. The landfill disposed of approximately 45,828 tons in FY2022, had a maximum annual tonnage of 118,619 tons and has an estimated remaining life of 15 years according to the FY2022 SCDHEC Annual Solid Waste Report. For additional information on the Enterprise Material Handling Class Two Landfill, contact:

Enterprise Material Handling Class Two Landfill
200 Old True Temper Road
PO Box 13436
Anderson, South Carolina 29624
Telephone: (864) 296-8212

4. **OWENS CORNING FIBERGLASS INDUSTRIAL SOLID WASTE CLASS TWO LANDFILL**

The Owens Corning Fiberglass Corporation owns and operates a Class Two landfill under Facility ID #043334-1601. This facility, located on Hayes Road, south of the City of Anderson, accepts only wastes generated at the Owens Corning Fiberglass Plant. The landfill disposed of approximately 10,907 tons in

FY2022 and has an estimated remaining life of 55 years with an annual disposal limit of 60,000 tons, according to the FY2022 South Carolina Solid Waste Management Annual Report. For more information on the Owens Corning Class Two Landfill, contact:

Owens Corning Fiberglass Corporation
PO Box 1367
Anderson, South Carolina 29622
Telephone: (864) 296-4353

5. **GREENPOINTE CLASS TWO LANDFILL**

The Greenpointe Class Two Landfill is a privately owned and operated solid waste management facility under Facility ID #LF2-00001. The landfill disposed of approximately 56,822 tons in FY2022 and has an estimated remaining life of 15 years with an annual disposal limit of 57,000 tons, according to the FY2022 South Carolina Solid Waste Management Annual Report. For additional information on the Greenpointe Class Two Landfill, contact:

Greenpointe Class Two Landfill
PO Box 8028
Greenville, South Carolina 29604
Telephone: (864) 233-0100

6. **FIRST QUALITY TISSUE CLASS TWO LANDFILL**

The First Quality Tissue Class Two Landfill is a privately owned and operated solid waste management facility under Facility ID #LF2-00189. The landfill disposed of approximately 14,662 tons in FY2022 and has an estimated remaining life of 24 years with an annual disposal limit of 32,000 tons, according to the FY2022 South Carolina Solid Waste Management Annual Report. For additional information on the First Quality Tissue Class Two Landfill, contact:

First Quality Tissue Class Two Landfill
441 Masters Boulevard
Anderson, South Carolina 29626
Telephone: (864) 437-2272

G. CLASS THREE LANDFILLS

Class Three Landfills accept municipal solid waste, industrial solid waste, sewage sludge, incinerator ash, and other non-hazardous waste. Class Three landfills shall adhere to their approved Special Waste Analysis and Implementation Plans (SWAIPs) pursuant to South Carolina Code Section 44-96-390. Class Three landfills are governed by SCDHEC Solid Waste Management Regulation 61-107.19: Solid Waste Landfills and Structural Fill. This regulation establishes minimum standards for the site selection, design, and operation of a Class Three Landfill. Within Anderson County, there is one (1) operational Class Three landfill; **Figure 5.**

1. ANDERSON REGIONAL CLASS THREE LANDFILL

Anderson Regional Landfill, LLC, a subsidiary of Waste Connections Inc., operates a Class Three Landfill under Facility ID #042651-1101. This facility, located on Rector Road near the City of Belton, accepts Class Three waste from households, business, industries, and commercial developments. The Anderson Regional Class Three Landfill was designed to be consistent with the US EPA Subtitle D regulations for Municipal Solid Waste Landfills and SC Regulation 61-107.19. Any business, industry, or commercial establishment must have an account with Anderson Regional Landfill, LLC to dispose of solid waste at their facility. No waste tires, lead acid batteries, or used oil are permitted for disposal at the Anderson Regional Class Three Landfill. The operating hours for the facility are 6:30 a.m. to 4:00 p.m. Monday through Friday, and 7:30 a.m. to noon on Saturdays. Actual operating hours may vary with daily demands. The landfill which accounts for Anderson, Greenville, Oconee, Pickens, Spartanburg, and Union, disposed of 457,605 tons of waste in FY2022 while having a maximum permitted disposal rate of 588,000 tons, and has an estimated remaining life of 8.0 years based on the maximum permitted disposal rate or 9.6 years based on current disposal rates according to the FY2022 South Carolina Solid Waste Management Annual Report. For additional information on the Anderson Regional Class Three Landfill, contact:

Landfill Manager

Anderson Regional Landfill, LLC
PO Box 519
Belton, South Carolina 29627
Telephone: (864) 338-1815

H. SHORT TERM STRUCTURAL FILL

A short term structural fill is a very restricted temporary activity whereby hardened concrete, hardened asphaltic concrete, bricks, masonry blocks and land-clearing debris may, under a permit-by-rule, be disposed of in an area of one (1) acre or less for a period not to exceed 12 months. SCDHEC Regulation 61-107.19 outlines the proper registration and operation of these facilities. Such sites must be registered and approved by SCDHEC, but do not have to be consistent with this Plan. According to the FY2022 South Carolina Solid Waste Management Annual Report, there is one (1) structural fill, Wayne Simmons (Facility ID #SF-00055), is located within Anderson County. For additional information on the Wayne Simmons Structural Fill, contact:

Facility Operator
Wayne Simmons Structural Fill
133 Blount Road
Belton, South Carolina 29627
Telephone: (864) 940-7678

I. SOLID WASTE INCINERATORS

Solid Waste Incinerators are those publicly or privately owned facilities that receive municipal solid waste for the purpose of incineration, pyrolysis, microwave treatment or other related method for the purposes of this plan. SCDHEC Regulation 61-107.12 outlines the proper design and operation of these facilities. Such facilities may receive other wastes such as commercial and industrial wastes. There are currently no Solid Waste Incinerators in Anderson County.

J. COMPOSTING AND WOOD CHIPPING/SHREDDING FACILITIES

Composting and Wood Chipping Facilities are those facilities that accept land-clearing debris and yard trash for the purpose of producing compost and/or other beneficial vegetative goods (e.g., mulch, woodchips). SCDHEC Regulation 61-107.4 outlines the proper disposal and management of yard trash from residential, commercial, or industrial property. SCDHEC encourages such facilities for the production and use of compost. Currently there are five (5) operational composting facilities located within Anderson County; **Figure 7**.

1. CITY OF ANDERSON COMPOSTING FACILITY

The City of Anderson owns and operates the City of Anderson Composting/Wood Chipping Facility, located at 1100 Southwood Street. The facility operates under Facility ID #041003-3001 and accepts locally generated yard debris from City

residents only. The facility accepted 61 tons of yard debris during FY2022 according to the FY2022 South Carolina Solid Waste Management Annual Report. For more information on the City of Anderson Composting Facility, contact:

Public Works Director
City of Anderson Public Works Department
Telephone: (864) 231-2246

2. **TOWN OF HONEA PATH COMPOSTING FACILITY**

The Town of Honea Path owns and operates a Composting Facility under Facility ID #041002-3001. The facility, located off Holiday Dam Road, receives yard trash collected by the Town's solid waste collection personnel. The site is approximately 16 acres and received approximately 1,557 tons of debris during FY2022 according to the FY2022 South Carolina Solid Waste Management Annual Report. Typical operating hours are Monday through Friday from 7:00 a.m. to 4:00 p.m. For additional information on the Town of Honea Path's Composting Facility, contact:

Public Works Director
Honea Path City Hall
30 South Main Street
Honea Path, South Carolina 29654
Telephone: (864) 369-2466

3. **CITY OF BELTON COMPOSTING FACILITY**

The City of Belton owns and operates a Composting Facility under Facility ID# COM-00213. The facility is located at the same location as the City's Class One Landfill, i.e., on 1925 Highway 247, receives yard trash dropped off by the City's residents or landscaping service companies. The site received approximately 0 tons of debris during FY2022 according to the FY2022 South Carolina Solid Waste Management Annual Report. For additional information on the City of Belton's Composting Facility, contact:

Utilities Director
City of Belton Combined Utilities Department
306 Anderson Street
PO Box 828
Belton, South Carolina 29627
Telephone: (864) 338-0058



4. **FOWLER CORP WOOD CHIPPING FACILITY**

The Fowler Corporation owns and operates the Fowler Corp. Wood Chipping Facility under Facility ID #042786-3001 near the Whitefield Convenience Center on North Highway 29. The facility accepted 0 tons of yard debris during FY2022 according to the FY2022 South Carolina Solid Waste Management Annual Report. For more information on the Fowler Corp. Wood Chipping Facility, contact:

Fowler Corporation
122 Moats Fowler Road
Anderson, South Carolina 29626
Telephone: (864) 225-0597

5. **WILLIMON'S MULCH WOOD CHIPPING FACILITY**

Willimon's Mulch Wood Chipping Facility operates under Facility ID #204791-3001, and is located off of Anderson Road in Easley, South Carolina. The facility accepted 0 tons of yard debris during FY2022, according to the FY2022 South Carolina Solid Waste Management Annual Report. For more information on the Willimon's Mulch Wood Chipping Facility, contact:

Willimon's Mulch
10101 Anderson Rd
Easley, SC 29642
Telephone: (864) 269-0893

K. **USED MOTOR OIL COLLECTION & PROCESSING FACILITIES**

SCDHEC Regulation 61-107.3 outlines the requirements for used oil management. Used oil is collected at the convenience centers located throughout Anderson County and at the Anderson Regional Materials Recovery Facility. The oil collected at the convenience centers is held in approved containers. No used oil processing facilities are currently located within the County. In FY2022, oil collection sites located in Anderson County collected approximately 72,048 gallons of used motor oil according to the Anderson County Solid Waste Department. Used oil is collected for processing by a permitted facility.

L. **WASTE TIRE FACILITY PERMITS**

SCDHEC Regulation 61-107.3 outlines the requirements of facilities that handle waste tires, including waste tire haulers, collectors, processors and disposers. There are no

such facilities currently located within Anderson County. However, tires from County residents and some commercial businesses are collected at the Anderson Regional Materials Recovery Facility (located at the Anderson Regional Landfill facility).

M. RESEARCH, DEVELOPMENT & DEMONSTRATION PERMITS

Research, Development and Demonstration (RD&D) permits are issued for innovative and experimental solid waste management technologies and processes. Requirements for these facilities are outlined in SCDHEC Regulation 61-107.10. According to the FY2022 South Carolina Solid Waste Management Annual Report, there is no RD&D facility currently located within Anderson County.

N. LAND APPLICATION OF SOLID WASTE PERMITS

Permits for the land application of solid waste establishes application rates, frequency of application, and monitoring of requirements for the uniform surface spreading or mechanical incorporation of non-hazardous wastes onto or into soil that is being used for agricultural, silvicultural, or horticultural production as outlined in SCDHEC Regulation 61-107.15. The land application of solid waste is a way to recycle South Carolina's resources and is not a means of disposal. This does not include the land application of solid or dissolved material in domestic sewage, industrial sludge, or water treatment sludge. No permits for the land application of solid waste have been issued by SCDHEC for sites located within Anderson County.

O. RECYCLING PROGRAMS

Recycling is a key component of Anderson County's Solid Waste Management System. The County expects to continue reducing the volume of solid waste that would otherwise be landfilled.

As listed in the FY2022 South Carolina Solid Waste Management Annual Report, beginning in FY2022, the state's current recycling and reduction goals are to recycle 50% or more of the state's MSW and to reduce the average per capita disposal to 3.25 pounds per person per day. According to SCDHEC FY2022's Solid Waste Management Annual Report, the average per capita disposal rate in the County was 2.95 pounds per person per day in FY2022. The County's current recycling and reduction goals are consistent with the most current state plan. In 2022, Anderson County reported 22,709 tons of recycled waste, or 0.60 pounds per person per day, and a MSW recycling rate of approximately 16.82 percent, which fell short of the state's current recycling goal of 50 percent.

To continue to meet the goal set by SCDHEC, the County will require continued investments to improve recycling collection facilities, expansion of the types of materials accepted for recycling as new markets develop, a greater residential commitment to utilizing the recycling opportunities offered by the County and its municipalities, encouragement of private waste haulers to incorporate recycling into their collection services, and the expansion of education efforts.

It is the goal of the County's recycling program to have all segments of the community committed to, and actively participating in, recycling efforts. This includes not only private citizens, but also government offices, schools, commercial businesses, industries, private haulers, and community organizations.

The County's drop-off convenience centers shown on **Figure 2** are the backbone of the County's recycling collection system. Each of the convenience centers has specially marked bins and containers to accept recyclables. A special municipal-county partnership was initiated in 2000, and has since expanded the County collection efforts to include one (1) municipal curbside collection recycling program (offered by the Town of Pendleton within its municipality).

The types of materials collected by the County for recycling are driven by market forces. The County is only able to collect those materials for which recycling markets currently exist. Anderson County uses various recycling brokers depending on price and preparation restrictions.

Expanding recycling markets requires a commitment by government, industry, and the public to both continually look for new products that can be made from recyclable materials and to purchase recycled goods. The County encourages its residents to "buy recycled" to assist with this effort.

Currently, all recycling programs in the County are voluntary. To increase the amount of recycling, the County has been developing an aggressive education program. This program encompasses neighborhood, civic, school, and business presentations; public awareness campaigns using a variety of media outlets including billboards, newspaper ads, targeted flyers, and radio; recycling workshops; specialized theme events such as and "America Recycles Day"; visual presence at a wide variety of community events, MRF tours, and the scheduling of ongoing events at the Civic Center Recycling Center. These programs educate the public in the benefits of source separation, recovery, and recycling, as well as the requirements of the County's recycling program. Additionally, the center recycles Christmas trees and uses them for fish habitat.

The Civic Center Recycling Center, located off Martin Luther King Jr. Boulevard across from the Anderson Sports and Entertainment Center, was conceived by Anderson County to improve community awareness and communication in relation to recycling. The facility is also a manned recyclables-only drop-off site open six (6) days a week, Monday to Saturday (8:00 A.M to 6:00 P.M). Additional exhibits are being developed by Anderson County staff members and will be implemented as the Civic Center Recycling Center develops further.

P. SPECIAL WASTES

Special Waste is defined as nonresidential or commercial solid waste, other than regulated hazardous wastes, which is either difficult or dangerous to handle and requires unusual management at municipal solid waste landfill facilities. Special wastes include, but are not limited to, liquid waste, sludge, industrial process wastes, and waste from pollution control processes, residue from chemical cleanup, contaminated solids from chemical cleanups, containers and drums, and animal carcasses. The County does not accept any type of special waste at its convenience centers. Any special waste generated within the County is the responsibility of the party producing the waste.

Q. HOUSEHOLD HAZARDOUS MATERIALS

Household Hazardous Materials (HHM) are products commonly used around the home, usually present in small amounts that can be harmful to the health of individuals and the environment if improperly disposed. Examples of HHM include paints, pesticides, cleaning supplies, and batteries. The County does accept antifreeze, used oil, gas/oil, and dry paint at the public convenience centers.

R. IMPORT & EXPORT OF WASTE

The County does not accept the import of Class Two and Class Three wastes from out-of-county sources for disposal at private commercially permitted facilities. However, Class Two and Class Three Solid Waste imports are accepted in Anderson Regional Landfill.

County convenience centers are provided for use by Anderson County residents. However, special provisions may be granted by Anderson County's Solid Waste Department that allow non-County residents to dispose waste at area convenience centers. Anderson County reserves the right to collect a host fee from any individual, commercial, or industrial entity disposing of solid waste at all waste management facilities located in the County.

The County allows for the export of Class Two and Class Three wastes to permitted facilities located outside the County.

S. SOLID WASTE DEPARTMENT FUNDING

Anderson County currently obtains funding for the Solid Waste and Recycling Department from landfill tipping fees, host fees, solid waste household fees, commercial fees, waste tire disposal fees and recycling revenues. The County imposes a household fee on each residence in the County and a solid waste fee on every commercial business establishment located within the incorporated areas of the County; this does not include industries. These fees, which are assessed on the annual property tax notice, are levied as a uniform assessment by the County Auditor and are collected by the County Treasurer. Proceeds are deposited in a separate, interest-bearing account.

In order to collect these fees in a timely manner, Anderson County has implemented a course of action for the collection of unpaid fees. In accordance with the Act of 1991, the County shall annually determine the full cost for solid waste management services. Such figures will help to determine the annual solid waste/recycling fee. The County shall publish a notice by October 1, in a newspaper of general circulation, setting forth the full cost to all users, on an individual basis, of its solid waste management services for the previous fiscal year. Table 4 below gives the full cost disclosure based on the FY2022 program.

Table 4 - Anderson County Solid Waste Full Cost Disclosure (FY2022)

Item	Amount
Total Budget Expenditure	\$10,407,100
Population	206,908
Cost Per Capita	\$50.30

Source: Anderson County SC Budget FY2021-2022

V. FUTURE SOLID WASTE MANAGEMENT

This section of the Anderson County Solid Waste Management Plan outlines the County's vision for the development of new and/or replacement solid waste management facilities in Anderson County. Prior to the permitting and/or development of a new or replacement facility, SCDHEC, where appropriate, will make a determination of consistency with this Plan.

A. WASTE STREAM PROJECTIONS

Waste stream projections are based on population projections presented in Table 2. The annual population estimates are multiplied by the per person waste generation rate for both Class Two and Class Three wastes, which are based on historic solid waste data and are presented in Table 3. Since the waste generation rates are based on historic data, they provide the most reasonable method to estimate future waste generation. Projected waste generation rates for the planning period of 2022 – 2042 are presented in Table 5.

Table 5 - Anderson County Solid Waste Generation Projections (2022–2042).

Year	Population‡	Class Three Waste (Tons)*	Class Two Waste (Tons)*
2022	208,610	135,153	97,082
2023	210,672	136,489	98,041
2024	212,734	137,825	99,001
2025	214,765	139,141	99,946
2026	216,797	140,457	100,892
2027	218,829	141,774	101,837
2028	220,860	143,090	102,783
2029	222,892	144,406	103,728
2030	224,862	145,682	104,645
2031	226,832	146,958	105,562
2032	228,801	148,235	106,478
2033	230,771	149,511	107,395
2034	232,741	150,787	108,312
2035	234,656	152,028	109,203
2036	236,790	153,410	110,196
2037	238,942	154,805	111,198
2038	241,115	156,212	112,209
2039	243,307	157,632	113,229
2040	245,519	159,066	114,258
2041	247,751	160,512	115,297
2042	250,004	161,971	116,345

‡ Source: South Carolina Revenue and Fiscal Affairs Office, retrieved from: <https://rfa.sc.gov/data-research/population-demographics/census-state-data-center/population-data/population-projections-2000-2035-rev2019>, last accessed November 3, 2022; see Table 2.

*Based on generation rate of 3.55 lbs per capita per day for Class Three waste, 2.55 lbs per capita per day for Class Two waste; See Table 3.

1. **CLASS ONE WASTE: LAND-CLEARING DEBRIS**

According to the FY2022 South Carolina Solid Waste Management Annual Report, 1,332 tons of land-clearing debris (LCD) was disposed in Class One Landfills in FY 2022. Since the County does not regulate the amount of waste transported by private haulers, it is difficult to obtain accurate quantification of the Class One waste generated within the County. The County can quantify the amount of land-clearing debris received from residents; however, the County cannot quantify the amount received from commercial haulers. In order to effectively reduce the Class One waste generation, Anderson County will continue efforts to promote composting within the County.

2. **CLASS TWO WASTE: CONSTRUCTION, DEMOLITION AND INDUSTRIAL DEBRIS**

According to the FY2022 South Carolina Solid Waste Management Annual Report, 97,259 tons of Anderson County Class Two waste was generated for disposal in Class Two landfills located in Anderson County. A Class Two waste generation rate of 2.55 pounds per capita per day was calculated based upon the 2022 Anderson County population projection of 208,610 as reported by the South Carolina Revenue and Fiscal Affairs Office. Table 5 illustrates the Class Two waste projections for Anderson County over the next 20 years, based upon the current waste generation rate and population projections. The permitted disposal rates and remaining life of permitted Class Two Landfills in Anderson County are shown in Table 6.

Table 6 - Anderson County Class Two Landfills Disposal and Remaining Life

Landfill Name	FY2022 Disposal (Tons)	Permitted Annual Disposal Rate (Tons/year)†	Remaining Life (Years)*
Starr	39,464	93,300	14
Enterprise Material	45,828	118,619	15
Greenpointe	56,822	57,000	15

Source: FY2022 South Carolina Solid Waste Management Annual Report.

*Remaining life estimated using current disposal rates.

As shown in Table 6, the combined annual disposal capacity of the three (3) Class Two Landfills that accept waste from the public is 268,919 tons. This disposal capacity exceeds the projected Class Two waste generation rates in Anderson County for the next 20 years. As a result, capacity from replacements or new Class Two Landfills are not required to manage the County's Class Two waste for the twenty (20) year planning period. Therefore, no new or replacement Class Two landfills are allowed under this Plan.

3. **CLASS THREE WASTE: MUNICIPAL SOLID WASTE**

In FY2022, approximately 134,991 tons of municipal solid waste (Class Three waste) was generated for disposal in the County according to the FY2022 South Carolina Solid Waste Management Annual Report. This tonnage reflects the amount of waste generated within Anderson County that was disposed of in Class Three landfills both within and out of state boundaries as well as recycled municipal solid waste. Currently, the County does not regulate the amount of waste and disposal location of waste collected by private companies; however, the County, by contract, is permitted to regulate the amount of waste that can be accepted by the Anderson Regional Landfill. Many commercial and industrial establishments have individual contracts with private waste collection companies. The tonnage of waste transported by these companies is not provided to the County, but obtained through SCDHEC. The County is considering the implementation of a monitoring program requiring private haulers to provide waste stream information to the County Solid Waste and Recycling Department.

A Class Three waste generation rate of 3.55 pounds per capita per day was calculated based upon the 2022 Anderson County population estimate reported by the South Carolina Revenue and Fiscal Affairs Office. Table 5 illustrates the Class Three waste projections for the County during the next 20 years based upon the current waste generation rate and population projections. According to the FY2022 South Carolina Solid Waste Management Annual Report, a total of 123,299 tons of Class Three waste originating from Anderson County was disposed in South Carolina landfills. The permitted disposal rates and remaining life of the permitted Class Three Landfills that received Class Three waste from the County are shown in Table 7.

Table 7- Anderson County Class Three Waste Disposal

Landfill Name	FY2022 Disposal (Tons)	Permitted Annual Disposal Rate (Tons/year)	Remaining Life (Years)*
Abbeville County	72	46,000	3.7
Anderson Regional	108,381	588,000	9.6
Richland	4	1,438,209	20.0
Twin Chimneys	2,114	500,000	82.1
Upstate Regional	12,729	1,060,000	67.4

Source: FY2022 South Carolina Solid Waste Management Annual Report.

* Remaining life estimated using current disposal rate

From the above table, the total disposal capacity of the landfills that receive Class Three waste from Anderson County exceeds the County's projected Class Three waste generation rates for the next 20 years (Table 5). As a result, capacity from replacements or new Class Three Landfills are not required to manage the County's Class Three waste for the twenty (20) year planning period. Hence, no new or replacement Class Three Landfills are allowed under this Plan.

B. FUTURE WASTE MANAGEMENT FACILITIES

All County controlled solid waste facilities and equipment are planned, designed, and operated as an integral function of the Anderson County Solid Waste Management Plan. All facilities and equipment must be selected to ensure maximum efficiency for operation, proper location for use by County residents, transportation cost, public safety, and consistency with County planning. The County will strive to manage the solid waste program as economically as possible without compromising the integrity of a safe and sound solid waste management system for its residents. Any proposed solid waste management facility, either public or private, shall be designed and constructed to manage solid waste disposal at a rate corresponding to the goals and objectives set forth in the Act, the South Carolina Solid Waste Management Plan, and the Anderson County Solid Waste Management Plan.

Future solid waste management facilities include new facilities, replacement facilities, and expansion of existing facilities. All facilities must not only meet regulatory requirements as set forth by SCDHEC Solid Waste Management Regulation Chapter 61, Section 107, but also be conceived in an effort to provide economical and effective disposal of solid waste for Anderson County residents. It is the preference of Anderson County that expansion facilities be the prime method of increasing solid waste capacities within the County. The County's residential and commercial areas are

continually developing, and from a planning and zoning perspective, it is better to expand an existing facility at a location well-known to the public rather than to attempt to construct a new solid waste management facility in an unfamiliar location. Expansion facilities located on or adjacent to property currently used for solid waste disposal are favored over facilities located in alternative areas of the County. However, Anderson County seeks to provide safe and reliable solid waste management service to all residents in the County. Private entities pursuing a permit from SCDHEC are required to establish communication with Anderson County's Solid Waste Department prior to submitting an application to SCDHEC. By including Anderson County in the plan and development of a facility's expansion, conflicts of interest can be alleviated or perhaps even avoided.

C. COLLECTION, TEMPORARY STORAGE, AND TRANSPORTATION OF SOLID WASTE

The County plans to collect and transport its municipal solid waste, C&D debris, and recyclable materials using procedures currently in place, as outlined in Section IV – Existing Solid Waste Management, of this Plan. The County is continually evaluating the potential need for additional convenience centers and recycling centers in areas of the County with increasing population growth rates. The County is in the process of studying the feasibility of expanding and/or renovating a number of existing sites.

The County is evaluating the possibility of regulating private waste companies to ensure the safe, clean, and timely removal of municipal solid waste. Specifically, the County is evaluating the possibility of requiring all solid waste transport vehicles to meet specific criteria in regard to safety, and protecting human health and the environment. All transported waste would be required to be covered and be in vehicles designed to minimize leakage of liquids.

A goal of the Anderson County Solid Waste Department is to develop and implement a Convenience Center Plan whereby all county residents have equal and convenient access to waste disposal at a reasonable cost to the County. The purpose of the Plan is to streamline the County's efforts by operating each convenience center in an efficient manner. Under the Plan, each convenience center will be evaluated for the type of materials regularly being disposed of and a determination made by the County on the effectiveness of the current services. Upon evaluation of each convenience center, the County will develop a solid waste disposal system specifically tailored to the usage patterns identified in the evaluation. Regionalization of sites will enable the County to offer a specialized range of services most suited to the general disposal patterns of local residents.

Full-service regional convenience centers will provide all currently available disposal services, while local centers will provide services consistent with the local disposal

patterns. Regionalization of the disposal areas within the County will account for travel distances, population, capacity of regional sites, and volume of waste anticipated. The County will attempt to maintain the current level of service at all convenience centers so that all County residents have convenient access to waste disposal.

D. SOLID WASTE TRANSFER STATIONS

As stated in Section IV – Existing Solid Waste Management, of this Plan, Anderson County is host to one (1) solid waste transfer station, the Clemson University-Pendleton Transfer Station. Most of the Class Three waste generated by residents of the County is disposed of in the Anderson Regional Class Three Landfill. It is anticipated by the County that most municipal solid waste generated by the residents of the County will be trucked directly to landfills for disposal. Anderson County acknowledges the fact that competition in industry leads to lower prices and improved service. With a regional Class Three landfill in the County, and several Class Two landfills, there is no need for other transfer stations to manage either Class Two or Class Three waste for more than 20 years. No additional transfer stations are allowed under this Plan.

E. SOLID WASTE PROCESSING FACILITY

There is one (1) Solid Waste Processing Facility, the ACE Recycling Class Three Processing Facility, currently in the County; this facility is discussed in Section IV – Existing Solid Waste Management. Processing is an activity related to changing the characteristics of waste. Recycling is specifically excluded from the permitting process. With the existing capacity within the County, neither new, expanded, or replacement solid waste processing facilities shall be needed for the next 20 years. Therefore, no new, expanded, or replacement solid waste processing facilities are allowed under this Plan.

F. CLASS ONE LANDFILLS

There is currently one (1) Class One landfill, the City of Belton (LCD&YT) Class One Landfill, currently in the County as mentioned in Section IV – Existing Solid Waste Management. Based on the current population trends and disposal rates, Anderson County has no need for and does not support development of additional Class One Landfills at this time. However, the County would like to see a strong effort made in the reduction (chipping/grinding) and recycling (composting) of such materials.

G. CLASS TWO LANDFILLS

According to the FY2022 South Carolina Solid Waste Management Annual Report published by SCDHEC, approximately 97,259 tons of waste generated in Anderson

County was disposed of in Class Two landfills during FY2022. The total tonnage of Class Two waste disposed in Anderson County landfills is 142,114 tons (this includes tonnage imported from outside Anderson County).

Currently, six (6) Class Two landfills are operating within Anderson County. The Clemson University Class Two Landfill does not accept waste from entities other than Clemson University, which is in Pickens County, hence this landfill does not provide disposal capacity for Anderson County. The Owens Corning Fiberglass Industrial Solid Waste Landfill only accepts waste generated at the Owens Corning Fiberglass Plant. Similarly, the First Quality Tissue Class Two Landfill only accepts waste generated from the First Quality Tissue manufacturing plant. The Starr Class Two Landfill has an estimated remaining life of 14 years as at the end of FY2022.

According to the FY2022 South Carolina Solid Waste Annual Report, the Enterprise Material Handling Class Two Landfill has an estimated remaining life of 15 years, and the Greenpointe Class Two Landfill has an estimated remaining life of 15 years. Starr, Enterprise and Greenpointe are all part of the County's Class Two waste disposal capacity. In total, the three (3) Class Two Landfills that accept Class Two wastes from Anderson County provide more than 268,919 tons of annual disposal capacity. This disposal capacity is about two times the annual generation rate of the County and is sufficient to manage solid waste disposal needs. In addition, all three (3) landfills have approximately 15 years of disposal capacity. However, to maintain long-term disposal capacity at these existing landfills, the landfills will be allowed to expand on the existing or on adjacent property.

Therefore, no other public or private Class Two landfill replacements or new landfills are required to satisfy the disposal capacity of Anderson County for the next 20 years. Hence, no new or replacement Class Two Landfills are allowed under this Plan.

H. CLASS THREE LANDFILLS

The County has no plans to develop a publicly owned and operated Class Three landfill at this time. According to the FY2022 South Carolina Solid Waste Management Annual Report, approximately 134,991 tons of waste was generated in Anderson County, of which 112,282 tons were disposed of in Class Three landfills within the County and approximately 22,709 tons of waste were recycled.

According to SCDHEC Demonstration of Need Regulation R.61.107-17, the Anderson Regional Landfill (ARL) is designated as a regional commercial disposal facility for municipal solid waste in the upstate of South Carolina. Under the current disposal rates, the Anderson Regional Landfill will have available capacity for approximately 9.6 years. ARL will expand its long-term capacity well before it exhausts the current

permitted volume. Hence, no other public or private replacement or new landfills are required to fulfill the County's capacity requirements for more than 20 years. Hence, no new or replacement Class Three Landfills are allowed under this Plan.

Anderson County reserves the right to collect host fees from any entity disposing out-of-county waste at facilities within the County.

I. SOLID WASTE INCINERATORS

The County has no plans to design, permit, or construct a publicly owned solid waste incinerator within Anderson County. Anderson County currently has sufficient disposal capacity available in existing Class Two and Class Three landfills for disposal of its waste. Therefore, no solid waste incinerators are required to manage solid waste within the County. Hence, no new solid waste incinerators are allowed under this Plan.

J. NATURAL DISASTER DEBRIS

Temporary air curtain incinerators may, with SCDHEC approval, be needed during severe debris generating events, such as significant tornadoes, earthquakes, destructive winter storms, and widespread fires. Extreme conditions warranting emergency response actions may allow for temporary facilities in accordance with disaster areas identified by the State of South Carolina's Governor's Office.

K. COMPOSTING AND WOOD CHIPPING/SHREDDING FACILITIES

As stated in Section IV – Existing Solid Waste Management, five (5) composting and wood chipping/shredding facilities are located in Anderson County. These facilities are the City of Anderson Composting, the City of Belton Composting, the Town of Honea Path Yard Trash and Debris Composting, the Fowler Corp. Wood Chipping Facility, and Willimon's Mulch Wood Chipping Facilities. The County is committed to the concept of composting in an effort to reuse natural resources and conserve landfill space. Anderson County encourages the development of properly permitted composting and wood chipping/shredding facilities, and is considering the development of a County owned and operated composting facility to serve the residents.

L. USED OIL COLLECTION AND PROCESSING FACILITIES

As stated in Section IV – Existing Solid Waste Management, the County collects used oil at its convenience centers and other locations throughout the County. As new convenience centers are required due to an increasing population, Anderson County will include additional used oil collection locations, in conjunction with new convenience centers. There are currently no used oil processing facilities in the County.

Anderson County does not limit the development of new oil processing facilities within the County.

M. WASTE TIRE MANAGEMENT

There are no facilities currently permitted for the disposal of waste tires in Anderson County. Waste tires are collected at the Anderson Regional Materials Recovery Facility and are then transported for recycling. The County encourages the recycling of waste tires in order to reduce disposal requirements for these materials. New Waste Tire Collectors, Waste Tire Processing Facilities, or Waste Tire Disposal Facilities may be required in the future to fulfill the capacity requirements of the County and potential operators are required to contact the Anderson County Solid Waste Department to ensure compliance with this Plan and SCDHEC Regulation 61-107.3.

N. RESEARCH, DEVELOPMENT AND DEMONSTRATION PERMITS

Anderson County supports the development of new technology to improve the efficiency and environmental friendliness of solid waste management. As new technology and grant money become available in the future, the County will further evaluate the possibility of pursuing a research, development and demonstration (RD&D) permit from SCDHEC. Entities privately pursuing a RD&D permit from SCDHEC are encouraged to communicate with the Anderson County Solid Waste Department to ensure that the facility meets the standards and expectations of the County.

O. LAND APPLICATION OF SOLID WASTE PERMITS

Anderson County does not plan on pursuing any permits for the land application of Solid Waste. The County would consider supporting the practice of land application of solid waste provided that the owner and operator meet all the requirements of SCDHEC, and the process is sensitive to environmental issues.

P. RECYCLING PROGRAMS

Anderson County intends to continue its efforts to expand the current recycling program implemented throughout the County:

- Improving recycling collection facilities at its convenience centers through better signage and layouts, in addition to increased training for ambassadors at the centers.
- Expanding the type of materials collected for recycling when market conditions indicate.

- Educating County residents on the practice of backyard composting to reduce the amount of food and yard waste being landfilled.
- Supporting municipal curbside recycling programs with ongoing training, educational materials, and publicity.
- Educating students in schools and continue to provide recycling containers in school buildings.
- Expanding existing recycling education efforts by increasing outreach to the business community. Anderson County will evaluate the possibility of allowing commercial businesses to dispose of recyclables at local convenience centers.
- Encouraging additional recycling related services and facilities.

Anderson County plans to collect and process each presently recycled item in the current manner. These items include antifreeze, batteries, aluminum and steel cans, electronics {except computer peripherals (e.g., cables, keyboards, mice, etc.)}, corrugated cardboard, glass, magazines, scrap metal, motor oil, motor oil bottles and filters, mixed paper, office paper, cooking oil, plastic bottles and jugs, tires, and white goods.

Q. SPECIAL WASTES

Anderson County-owned facilities do not currently accept, nor plan to accept in the future, any type of special wastes at its solid waste management facilities. Handling methods required by these materials increase the cost of disposal and are considered by Anderson County to be the responsibility of the generator to ensure that these materials are properly disposed. Anderson Regional Landfill, LLC, will accept special wastes at the Anderson Regional Landfill in accordance with the Special Waste Analysis and Implementation Plan enforced at the facility.

R. HOUSEHOLD HAZARDOUS MATERIALS

The County supports the separation of Household Hazardous Materials (HHM) from the municipal waste stream. The County accepts used oil at all convenience centers and recycling centers. The County accepts antifreeze, and gas/oil mixture at the King David, Manse Jolly, Townville and Whitefield convenience centers only. The County accepts dry paint at all the convenience centers that accept household garbage (MSW).

S. IMPORT AND EXPORT OF WASTES

Anderson County, as host to the Anderson Regional Landfill, will continue to accept waste imported from other South Carolina counties, provided adequate capacity is

maintained for the disposal of in-county waste. The County reserves the right to collect host fees on all wastes imported into facilities within the political borders of Anderson County. The County will continue to allow the export of waste to permitted facilities by registered private waste companies.

DRAFT

VI. GOALS, POLICIES, STRATEGIES, & BARRIERS

Anderson County strives to provide a safe, beautiful, and environmentally friendly atmosphere for its citizens. Anderson County views solid waste management as a necessary public service to promote development, similar to potable water, reliable wastewater service, and electrical power. By setting goals, creating policies, developing strategies and identifying barriers, Anderson County will successfully provide the level of service its citizens deserve. To increase the awareness of solid waste issues in the community, the County has identified characteristics of a successful program. An effective solid waste management system addresses reduction, recycling, educational programs, available grant information, and dedicated knowledgeable staff willing to communicate the County's expectations for solid waste management.

A. REDUCTION GOALS

In June 2000, the solid waste management goals outlined in the Act were revised stating "municipal solid waste includes, but is not limited to, wastes that are durable goods, non-durable goods, containers and packaging, food scraps, yard trimmings, and miscellaneous inorganic wastes from residential, commercial, institutional, and industrial sources including, but not limited to, appliances, automobile tires, old newspaper, clothing, disposable tableware, office and classroom paper, wood pallets, and cafeteria wastes. Municipal solid waste does not include solid wastes from other sources including, but not limited to, construction and demolition debris, auto bodies, municipal sludges, combustion ash, and industrial process waste that also might be disposed of in waste landfills or incinerators." In February 2006, the state plan was amended to include requirements for emerging solid waste management technologies. As of the end of FY2022, the State's current recycling and reduction goals are to recycle 50% or more of the state's MSW and to reduce the average per capita disposal to 3.25 pounds per person per day. With an average per capita disposal of 3.18 pounds per person per day, Anderson County met the state's average per capita disposal rate goal.

To sustain and maintain achieving the state's average per capita disposal rate goal, the County will continue to promote the reduction of waste generated within the County by its citizens, businesses, and organizations. Speaking engagements, tours of solid waste management facilities, newspaper articles, displays, and conferences are some of the methods of source reduction that Anderson County will consider. Continued education efforts in this area will increase the rate of reduction of items disposed of in landfills. The public must become better informed of the benefits of source reduction and the various ways in which residents can help in this endeavor. By separating out a greater percentage of recyclable aluminum, glass, paper, cardboard, and plastic, the County's waste stream can be further reduced. In addition, the County's waste stream

could be greatly reduced through the development of an extensive composting program. County residents must become aware of alternative methods of disposal such as reusing and repairing old items such as lawnmowers, tools, etc., as well as donating items such as clothing, mattresses, furniture, etc. to local charitable organizations. The County's source reduction education will also focus on utilizing and buying recycled products.

B. RECYCLING GOALS

The County's current recycling and reduction goals have yielded positive results, but the County's recycling rate did not meet the state's recycling goal. The County currently has in place a voluntary county-wide residential recycling program utilizing a system of convenience and recycling centers and one (1) municipal curbside collection recycling program (offered by the Town of Pendleton within its municipality).

To maintain and continuously exceed the state's 50% recycling goal established by this Act, residents would have to maintain current practices such as separating recyclables from their trash. In addition, private trash haulers have a key role to play since many persons already paying for trash collection may not be willing to drive separately to the convenience and recycling centers to dispose of recyclable materials.

In order to maintain the 50% minimum recycling goal established in the Act; more county businesses must also elect to recycle. The County intends to work with the business community to help them understand how recycling can save them money and to help them identify their recycling possibilities. The County is in the process of considering whether to provide access to convenience centers and recycling centers for the business community to dispose of recyclables.

C. POLICIES

Anderson County abides by the rules and regulations set forth by SCDHEC and the State of South Carolina in terms of solid waste management. In addition, Anderson County has issued a Land Use Ordinance for the County. All proposed solid waste facilities located within the County must abide by this Ordinance as well as all SCDHEC and State regulations protecting the health and safety of Anderson County citizens.

D. STRATEGIES

Anderson County incorporates numerous strategies to help conserve natural resources, save energy, and reduce the need to build landfills and incinerators. These strategies include educational programs to promote recycling, litter prevention, and

waste reduction, applying for government grants promoting reduction and recycling, and providing access to solid waste and recycling personnel.

1. KEEP ANDERSON COUNTY BEAUTIFUL

The Keep Anderson County Beautiful (KACB), officially recognized and established in the County in July 2000 by ordinance 2000-018, is a non-profit organization under the authority of the County with the purpose of education and empowering governments, businesses, and residents in the County to improve the environment through a grassroots effort in beautification, litter prevention, and waste reduction. The KACB consists of more than 600 volunteers working alongside several County offices to change residents' habits and attitudes toward waste disposal. The KACB is involved in the community through the following programs and activities:

- *Education:* neighborhood, civic, school and business presentations, public awareness campaigns, displays at community events, and facility tours (Civic Center Recycling Center and Material Recovery Facility).
- *Recycling/Litter Prevention Presentation:* Informational presentation performed in classrooms, businesses, churches and community groups to educate county residents on the benefits and importance of recycling and litter prevention.
- *Deeds of Pride:* The Great Anderson County Cleanup in the spring and the "One Bag at a Time" campaign in October.
- *Adopt-A-Spot:* Encourages residents to adopt a section of a County roadway and KACB provides supplies for them to keep their adopted area clean.
- *Cover AND Secure Your Load Campaign:* Encourages County residents to cover and secure their loads to lessen roadside litter.
- *Free Paper Shredding:* An event organized to assist County residential customers in shredding and reducing paper waste.

2. GRANT

SCDHEC has awarded the County grants for preparing of recycling flyers, waste oil collection equipment, and educational materials. The County will continue pursuing solid waste assistance grants from SCDHEC in an effort to improve the recycling programs throughout the County.

As a full scope of financing, over the projected 20 years, Anderson County anticipates operation costs associated with all solid waste management activities, the cost of closure and post-closure of existing facilities, costs for improvements and expansions of existing facilities, the siting, construction, and management of any new facilities, increased recycling services, and other future needs.

3. TECHNICAL ASSISTANCE

Contacts for information concerning municipal solid waste management, recycling, and source reduction are as follows:

Anderson County Solid Waste Director
1428 Pearman Dairy Road
Anderson, South Carolina 29625
Telephone: (864) 260-1001

Keep Anderson County Beautiful Coordinator
1428 Pearman Dairy Road
Anderson, South Carolina 29625
Telephone: (864) 260 - 1001

Department of Health and Environmental Control
Office of Solid Waste Reduction and Recycling
2600 Bull Street
Columbia, South Carolina, 29201
Telephone: (803) 898-3432

E. **BARRIERS**

The County realizes that there are many barriers restricting recycling, and is attempting to alleviate these barriers and continue to promote recycling within the County. The following barriers are faced by both the public and private sectors in Anderson County, making increasing the recycling rate within the County difficult:

- **Low Tipping Fees** – South Carolina's average tipping fee as at the end of FY2021, of approximately \$45 per ton, is lower than the national average of \$54.03 per ton (Source: EREF Data & Policy Program Analysis of MSW Landfill Tipping Fees – September 2021). These low disposal fees for municipal solid waste make the time consuming process of separating recyclables not very cost effective. Raising tipping fees may convince some individuals to consider separating recyclables. However, Anderson County must find a balance between these fees and the ability

of the residents to pay. Increases in disposal fees will directly impact County residents.

- **Lack of Funding** – Lack of funding from local, state, and federal sources may lead to fewer improvements to existing infrastructure as well as the possibility of cutting recycling services. To combat this, the County must apply for grants, as available, and consider these expenditures when deciding the budget.
- **Lack of Markets** – The lack of markets for certain recyclables means low prices for these materials resulting in these types of recyclables being dropped from many recycling services. The County will continue to observe and investigate future markets for recyclables and implement the collection of these materials when the market allows.
- **Lack of Awareness** – Despite all that has been done to promote recycling, a large percentage of the population does not see recycling as an issue. Anderson County provides its residents with numerous educational opportunities and programs to promote recycling in the County and will continue to promote recycling to its residents.
- **Lack of Regulatory Requirements** – All recycling programs operating in the state are voluntary, including those in Anderson County. Through educating its residents and providing recycling opportunities, Anderson County promotes the participation in recycling programs.
- **MSW Generated by Business** – Recycling efforts have focused primarily on residential programs, despite the fact that businesses are estimated to generate more than 50% of the State's municipal solid waste. Businesses are provided with inexpensive disposal options that provide little incentive to reduce waste generation. Businesses are included as a part of the County's recycling education program, to allow them to evaluate their waste disposal practices on an annual basis. Additionally, Anderson County is considering providing access to businesses at the convenience center for recycling.
- **Lack of Accountability** – Until the recent promotion of recycling, local governments have held the responsibility for the end-of-life costs of managing materials. No incentive had been given for producers, sellers, and consumers to reduce the waste associated with products. Through recycling education, Anderson County has promoted recycling to these groups.

These barriers contribute to low recycling rates and high disposal rates. Anderson County is dedicated to adhering to and exceeding the standards established in the Act. To accomplish these goals, Anderson County will have to address these barriers and attempt to overcome each by using education, knowledge, and innovation.

VII. PLAN REVISION & CONSISTENCY WITH SWMP

Anderson County, in accordance with SCDHEC requirements, submits the proper documentation regarding solid waste recycling in its Annual Progress Reports, and has prepared the Anderson County Solid Waste Management Plan. Anderson County, in its efforts to stay current with available information and continually improve its services will review and revise the Anderson Solid Waste Management Plan as needed.

A. ANNUAL PROGRESS REPORTS

Section 44-96-60 of the Code requires SCDHEC to submit to the Governor and the General Assembly, a comprehensive report on solid waste management in South Carolina by the end of each calendar year. Therefore, SCDHEC requires all counties, including Anderson County, to submit an Annual Progress Report to the Department by September 1st of each year. The Annual Progress Report must contain at a minimum:

- Any revisions to the solid waste management plan previously submitted by the County;
- The percentage reduction each year in solid waste disposal at municipal solid waste facilities;
- The amount, type, and percentage of materials that were recycled, if any, during the previous year;
- The percentage of the population participating in various types of source separation, recover, or recycling activities during the previous year; and
- A description of the source separation, recovery, or recycling activities or all of the above activities attempted, if any, their success rates, the reason for their success or failure, and a description of such activities which are ongoing.

B. REVISIONS TO THE ANDERSON COUNTY SOLID WASTE MANAGEMENT PLAN

This Plan will be reviewed annually by the Anderson County Solid Waste Department to ensure consistency with the South Carolina Solid Waste Management Plan. If revisions are made to this Plan, the Solid Waste Director will submit the proposed Plan revisions to the County Administrator. The County Administrator will review the revised Plan. Subsequently, the County Administrator will submit this Plan to County Council for consideration of approval. The proposed revised Plan will be presented to County Council for further review. The Anderson County Council will have three (3) readings of the revised Plan during regular County Council Meetings.

During the Plan reading process, there will be an opportunity for public comments. After the third reading and upon receiving a successful vote in favor of the approval of the revised Plan, the County Council will vote to adopt the revised Solid Waste Management Plan by County Ordinance.

Each page of the Anderson County Solid Waste Management Plan should clearly identify the name, page number, and date of last revision. Once a revision to the Plan has been approved by Anderson County Council, the modified portion of the Plan, or the entire document, as necessary, will be submitted to SCDHEC by the Administrator or Solid Waste Department Director. Accompanying the revised report, will be a cover letter containing the date of which the revisions are to take effect and any documentation on the local approval process. When only a portion of the Plan is submitted, instructions on how the revisions are to be inserted into the Plan are also included.

SCDHEC is only able to accept revisions submitted by the Anderson County Administrator or Director of the Solid Waste Department. Any other submittal should be refused.

C. CONSISTENCY DETERMINATIONS

A solid waste permit applicant must submit a request for a consistency determination through SCDHEC. All correspondence regarding consistency shall be forwarded to the Anderson County Solid Waste Director. Only the Solid Waste Director may comment to SCDHEC regarding all consistency correspondence.

END OF PLAN

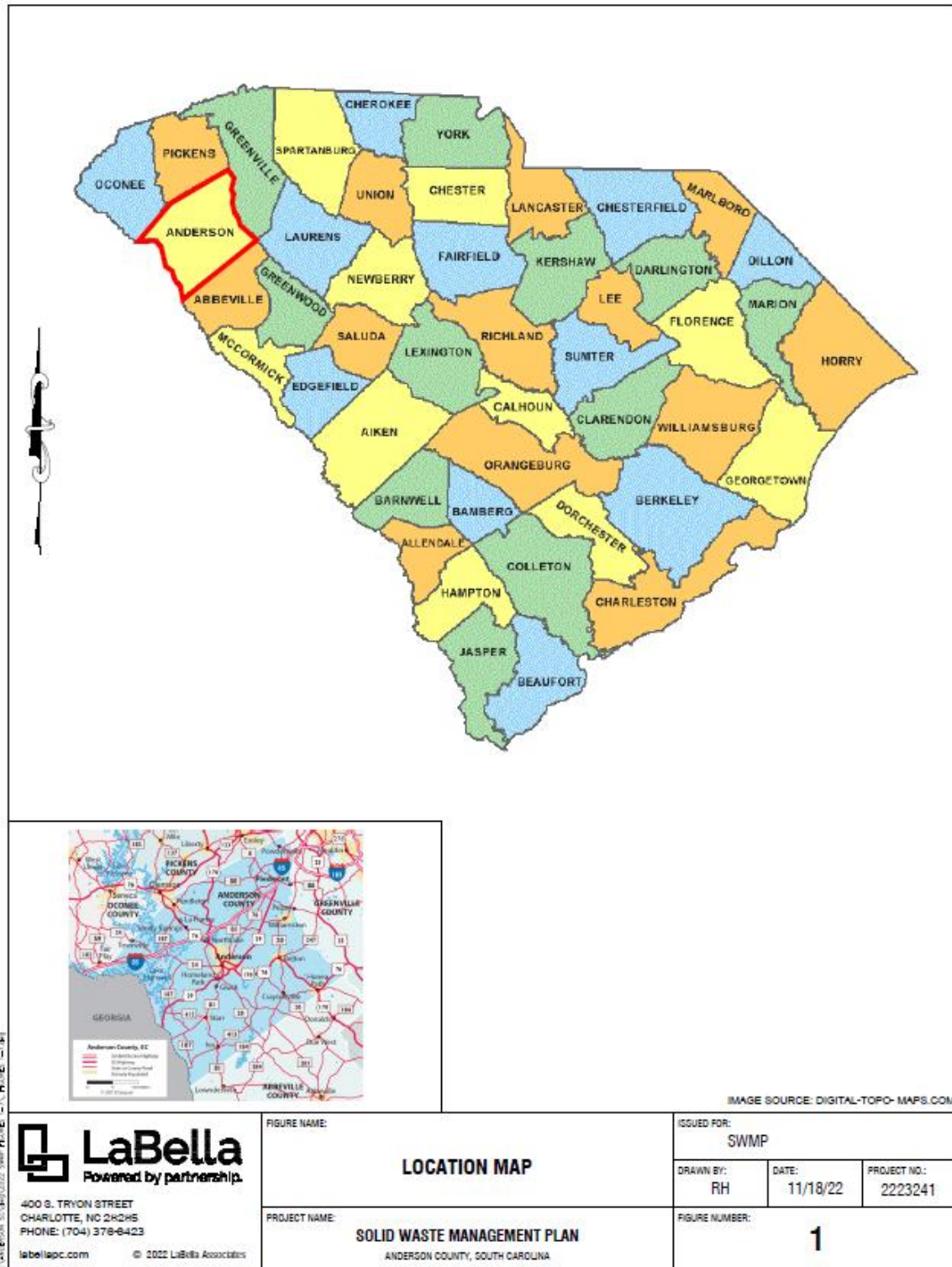


Figure 1 - Location Map

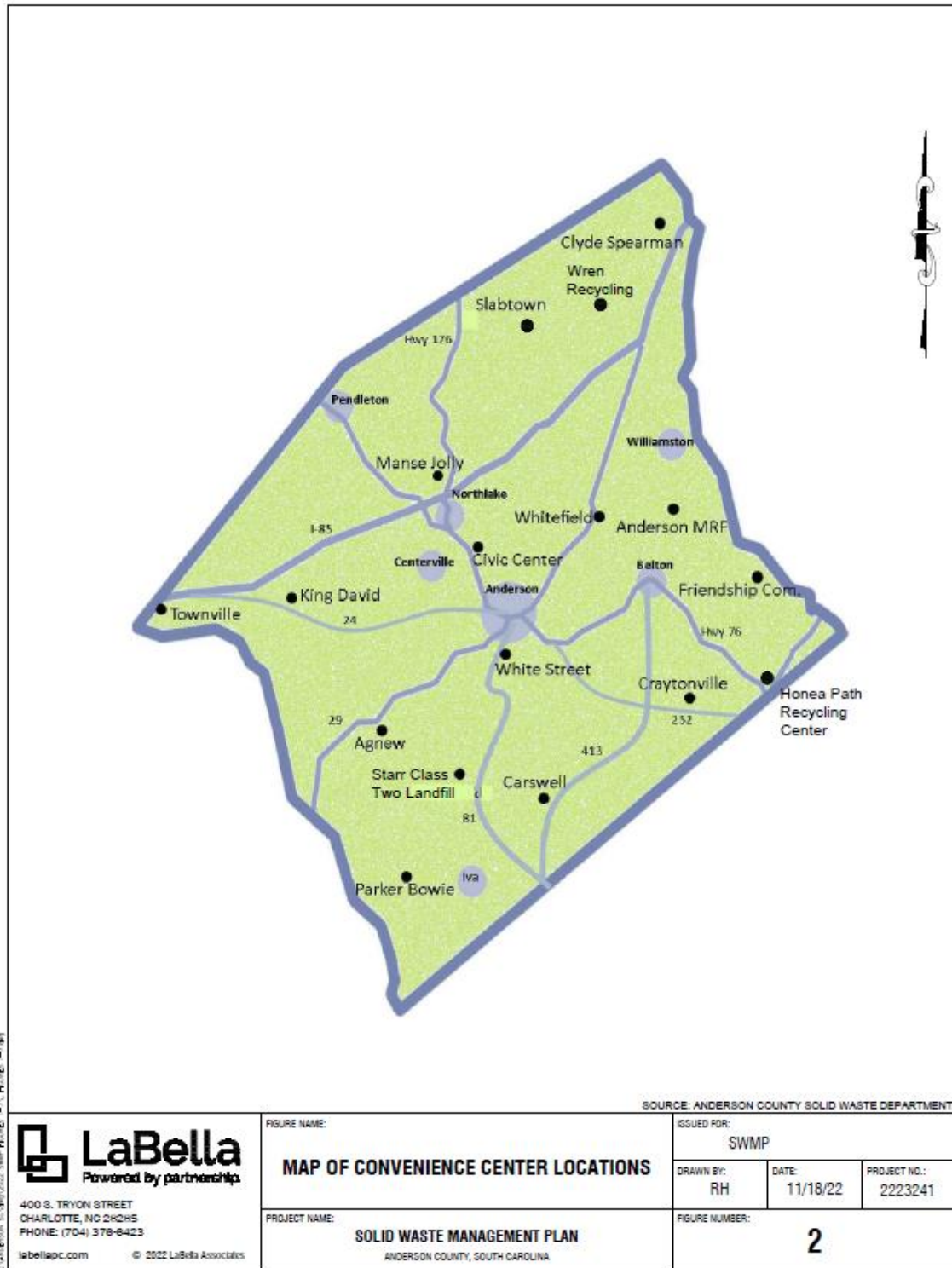


Figure 2 - Map of Convenience Center Locations.

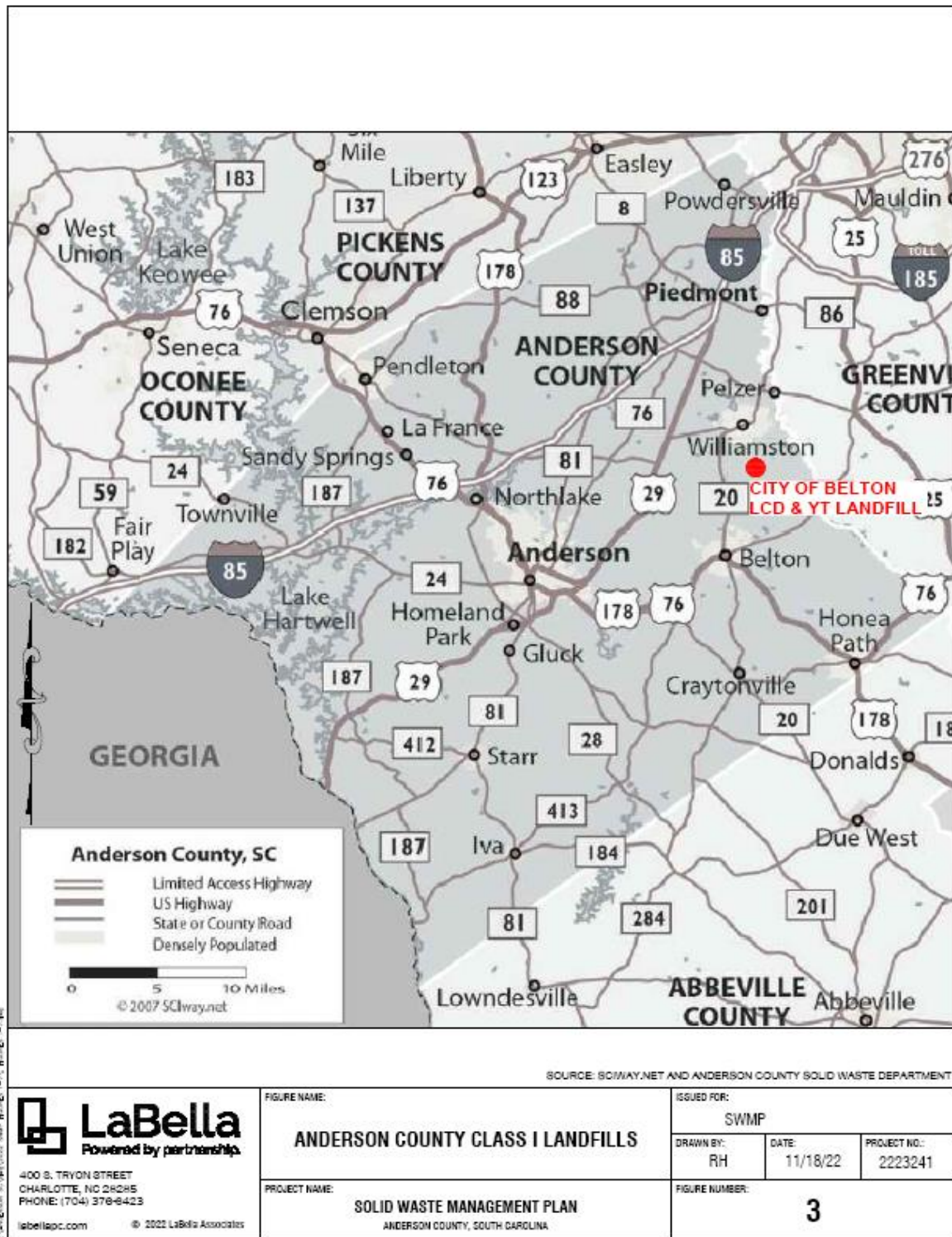


Figure 3 - Anderson County Class I Landfills.

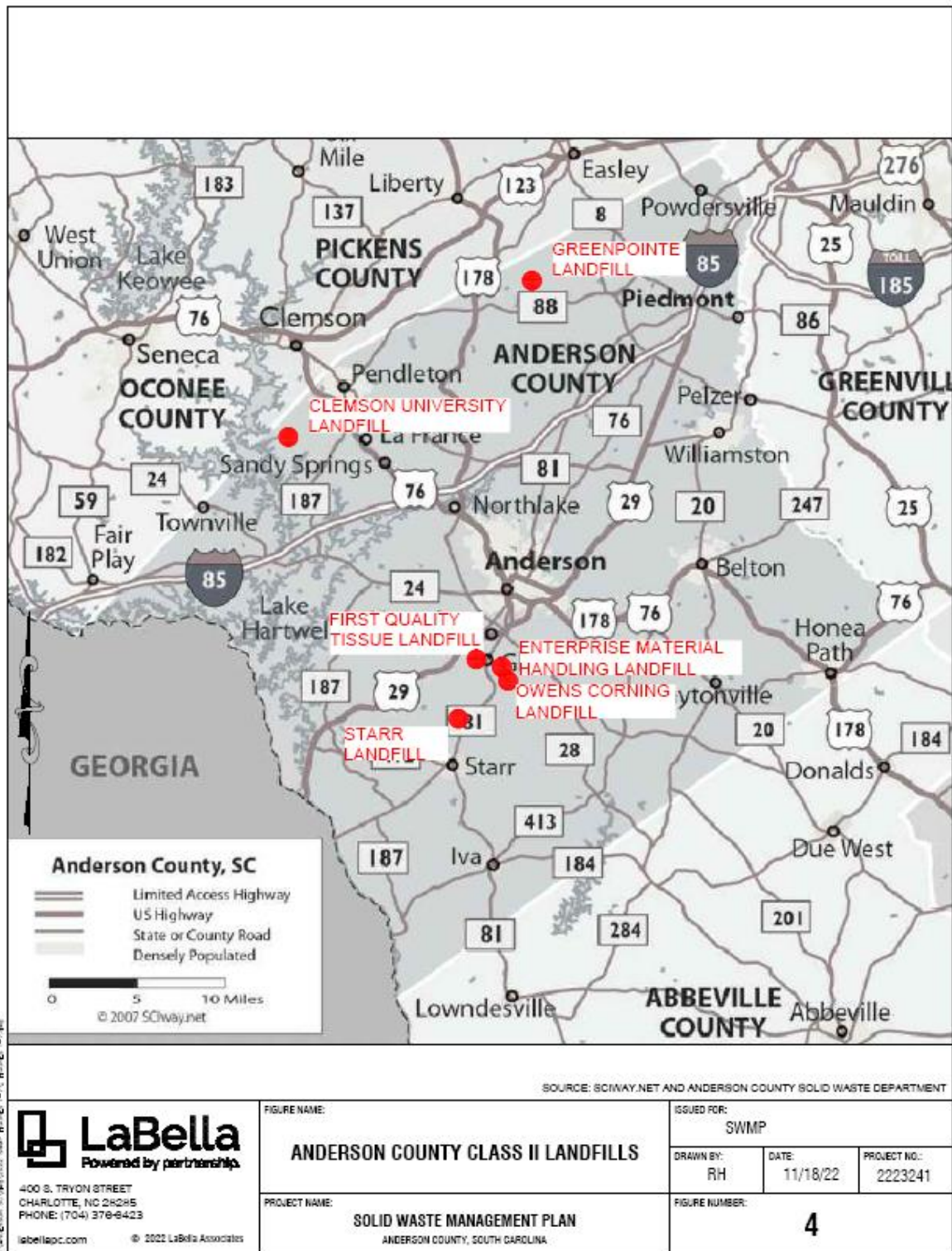


Figure 4 - Anderson County Class II Landfills.

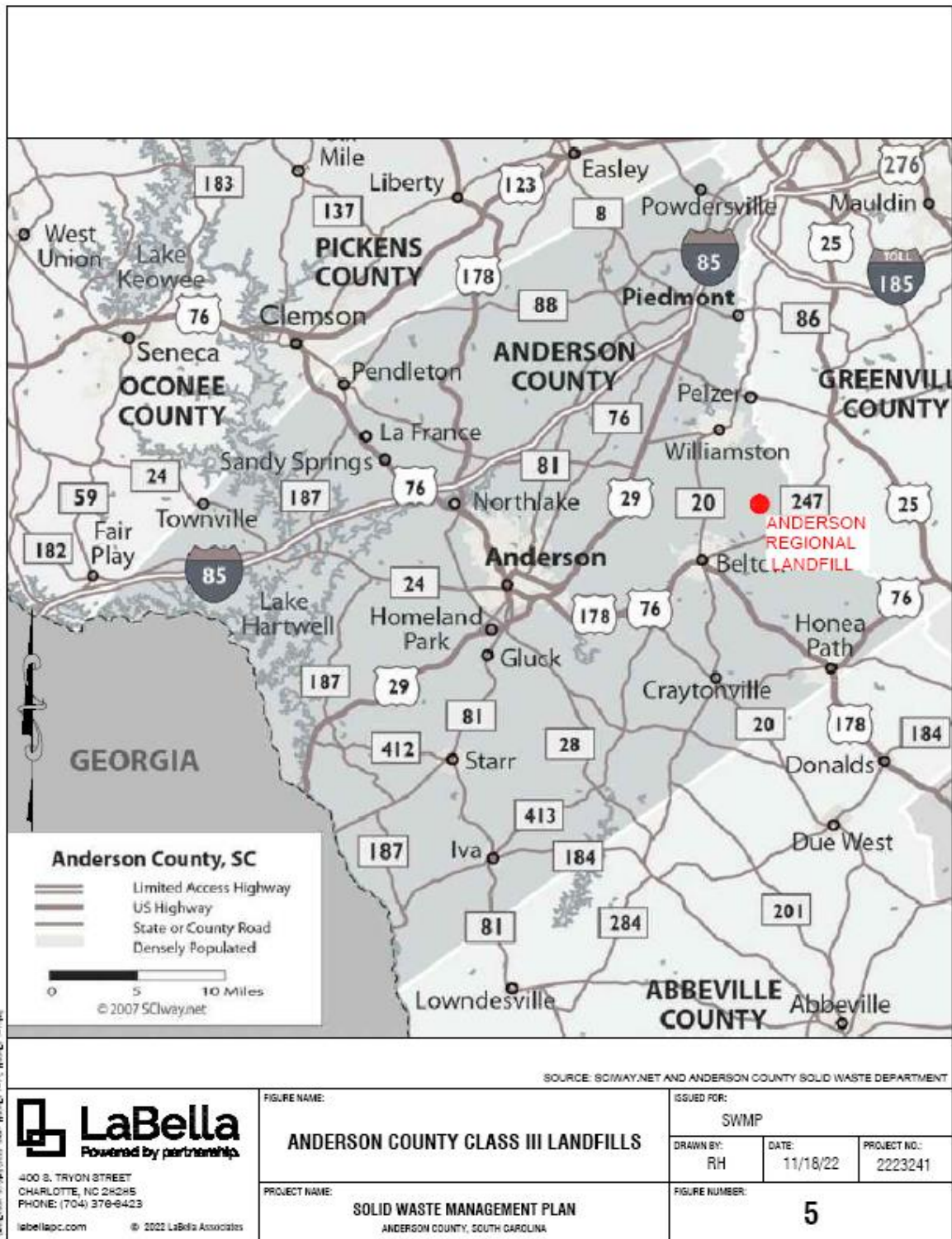


Figure 5 - Anderson County Class III Landfills.



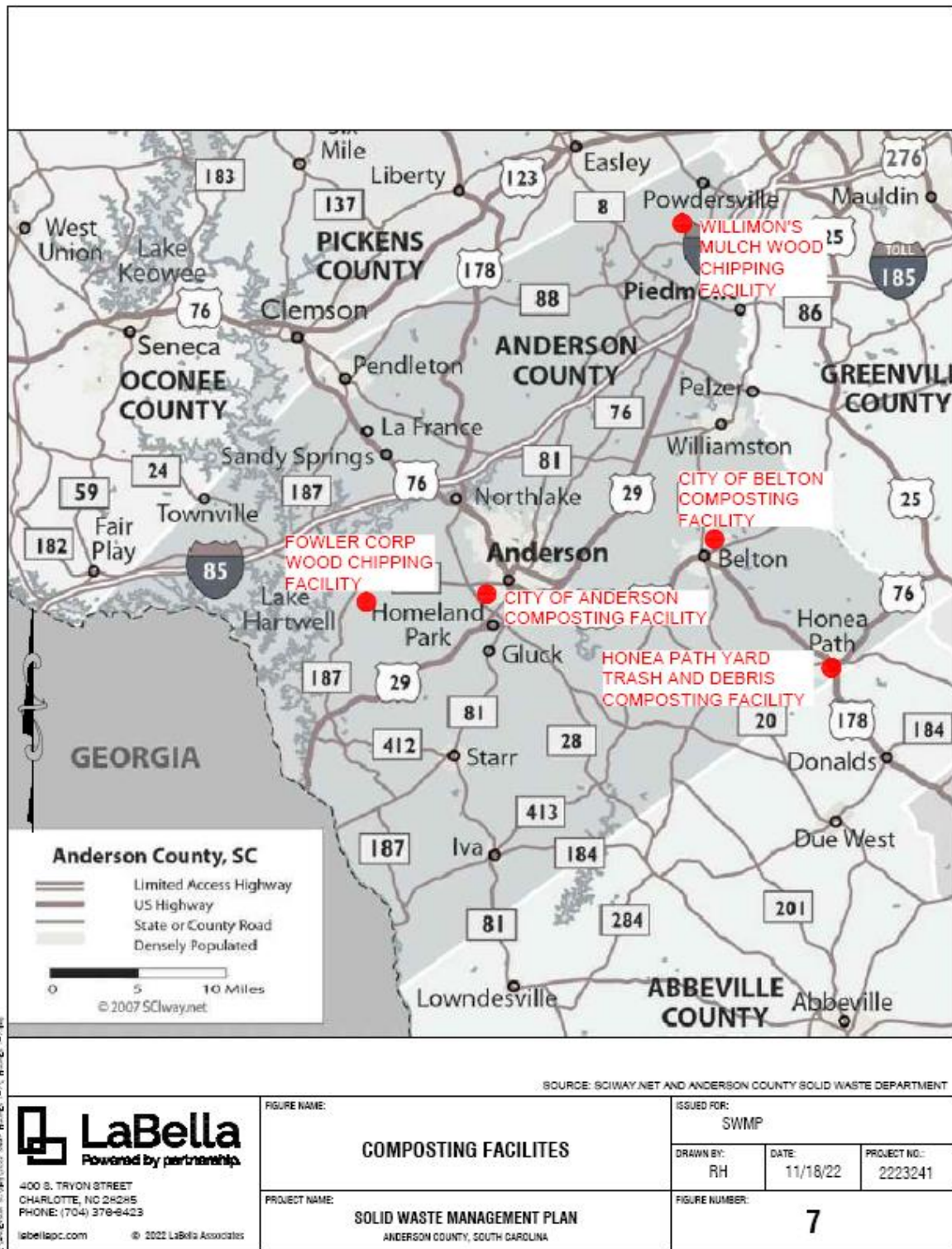


Figure 7 - Composting Facilities.



ARTICLE I. – IN GENERAL

A. SEC. 38-1. – MATERIAL RECOVERY FACILITIES; PROCEDURES FOR USE; FEES, RATES.

The county administrator and the county environmental services director are hereby directed to establish and organize the county's material recovery facilities in such a manner to establish such procedures for the use of the county's material recovery facilities, and to set such fee and rate schedules for the use of the county's material recovery facilities so that such material recovery facilities will be self-supporting, in the broad, general sense, and equitably and evenly supported by all users and classes of users of the material recovery facilities. The administrator and the environmental services director are further directed to keep the council advised as to the progress in accomplishing these requirements and to bring before the council, for approval and implementation, the rate and fee schedules required by this section.

(Code 2000, § 58-1; Ord. No. 365, § 1, 1-5-1993; Ord. No. 07-025, § 1, 11-6-2007)

B. SEC. 38-2. – SOLID WASTE MANAGEMENT PLAN—ADOPTED.

- a) County council hereby adopts the solid waste management plan, as amended, a copy of which is attached hereto and incorporated herein by reference as Exhibit A, attached to the ordinance from which this chapter is derived, and on file in the appropriate county offices, and further authorizes the county administrator to submit the amended county plan to SCDHEC as required by the South Carolina Waste Policy and Management Act of 1991.
- b) County council hereby establishes a uniform host fee applicable to all solid waste processing, transfer and disposal facilities located within the county, the future implementation of which shall be approved by separate resolution of county council.

(Code 2000, § 58-2; Ord. No. 04-040, §§ 1, 2, 12-7-2004; Ord. No. 07-025, § 1, 11-6-2007)

C. SEC. 38-3–38-22. – RESERVED.

ARTICLE II. – DEPARTMENT OF SOLID WASTE AND RECYCLING

D. SEC. 38-23. – DESIGNATED; MANAGER.

The former solid waste authority is hereby designated as a department of county government and shall be known as the department of solid waste and recycling with the manager reporting directly to the county environmental services director.

(Code 2000, § 58-36; Ord. No. 298, § 2, 1-23-1990; Ord. No. 07-025, § 1, 11-6-2007)

E. SEC. 38-24. – SOLID WASTE FEES.

- a) There shall be a uniform residential solid waste fee annually imposed upon the owner of record of each residence in the county, including all single-family and multifamily homes, mobile homes, and all lease and rental properties, and a uniform commercial solid waste 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 30 days from the deadline imposed by the municipality for such collections, each in an amount to be set by county council annually. Together, these fees, plus the Starr C&D Landfill usage fee and revenues received from the sale of recycled materials and monies transferred in from a special revenue fund, will constitute the revenues of the solid waste and recycling department.
- b) The residential solid waste fees shall be levied as a uniform assessment by the county auditor and placed upon the annual real estate tax notice and collected by the 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.
- c) Further, there shall be imposed a late fee and supplemental processing charge, for all solid waste 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. 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 solid waste 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.

- d) 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 county solid waste and recycling department and collection of the annual solid waste 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 limitation, 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 environmental services director of the county to reflect, but not exceed, cumulative changes in the consumer price index for urban areas, with the base fees being \$60.00 for residential and \$70.00 for commercial, as set in the county budget ordinance for 2007–2008.
- e) Because empirical evidence indicates that senior citizens and the disabled generate less solid waste, by consuming less, than younger and non-disabled residents, the county auditor shall only levy and collect a reduced residential solid waste fee for every household which qualifies for and is granted the state homestead exemption under S.C. Code 1976, § 12-37-250, or for every household which qualifies for and is granted the general exemption under S.C. Code 1976, § 12-37-220(B)(1) and (2), in an amount to be set by county council annually, with such reduced residential solid waste fee initially being set at \$40.00, as set in the county budget ordinance for 2007–2008.

(Code 2000, § 58-37; Ord. No. 07-025, § 1, 11-6-2007; Ord. No. 08-002, § 1, 2-5-2008)

F. SEC. 38-25–38-51. – RESERVED.

ARTICLE III. – LANDFILLS

DIVISION 1. – GENERALLY

G. SEC. 38-52. – DEFINITIONS.

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

Landfill means a county-owned method of disposing of solid waste on land without creating pollution, nuisances, or hazards to public health and safety.

Solid waste means garbage, refuse, rubbish or any material resulting from industrial, commercial, agricultural or residential activities not disposable by means of a sewerage system operated in accordance with state regulations, and includes in-county solid waste (originating in the county from county residents and may be disposed of in county landfills and the county solid waste operating system in accordance with this article), out-of-county solid waste, with permit (originates out-of-county, or in-county but from nonresidents, and may be disposed of in county landfills and the solid waste operating system only in accordance with the terms of this article), and commercial and industrial solid waste, which originates in the county from commercial and industrial entities, respectively, and may only be disposed of in county landfills and the county solid waste operating system in accordance with this article.

Solid waste operating system means all equipment, locations, facilities and personnel necessary or incidental to the operation of the county's landfill(s), including, but not limited to, landfills, transfer stations, convenience stations, dumpsters, or portable landfills, or material recovery facilities.

(Code 2000, § 58-61; Ord. No. 200, § III, 6-17-1986; Ord. No. 07-025, § 1, 11-6-2007)

H. SEC. 38-53. – VIOLATIONS; PENALTIES.

- a) Whenever the county solid waste department finds that any person is in violation of any permit, regulation, standard or requirement under this article, the department may issue an order requiring such person to comply with such permit, regulation, standard or requirement or the department may request that the county attorney bring civil action for injunctive relief in the appropriate court; or the department may request that the county attorney bring civil enforcement action under subsection (b) of this section. Violation of any court

order issued pursuant to this section shall be deemed contempt of the issuing court and punishable therefor as provided by law. The department may also invoke civil penalties as provided in this section for violation of the provisions of this article, including any order, permit, regulation or standard. Any person against whom a civil penalty is invoked by the department may appeal the decision of the department to the court of common pleas for the county. None of the provisions of this section shall in any way limit any other enforcement or punishment.

- b) Any person who violates any provision of this article shall be liable for a civil penalty not to exceed \$5,000.00 per day of violation.
- c) Any person who willfully violates any provision of this article shall be deemed guilty of a misdemeanor and upon criminal conviction shall be punished in accordance with section 1-7.

(Code 2000, § 58-62; Ord. No. 200, § V, 6-17-1986; Ord. No. 07-025, § 1, 11-6 2007)

I. SEC. 38-54–38.79. – RESERVED.

DIVISION 2. – PERMIT

J. SEC. 38-80. – REQUIRED.

No solid waste shall be disposed of in county-owned or -operated landfills or solid waste operating systems situated in the county by any person or entity, county, municipality, special purpose district, or political subdivision created, organized or existing under the laws of this state or any other state, and no solid waste originating outside the county shall be disposed of in county-owned or -operated landfills or solid waste operating system situated in the county, and no commercial or industrial solid waste shall be disposed of in county-owned or -operated landfills or solid waste operating system situated in the county, all except in accordance with all terms and provisions of this division, including payment of all required solid waste fees and with a permit, duly approved by the county council, first being issued by the solid waste department. The county solid waste department will prepare obvious and easily ascertainable identification or markers which it will cause to be issued to all county residents paying the county solid waste fees and to all nonresidents and commercial and industrial users of county landfills and the solid waste operating system, who have been issued a permit to dispose of solid waste in county landfills and the solid waste operating system, by the solid waste

department. All such identifiers or markers must be prominently displayed, in accordance with issuance instructions, on vehicles using county landfills and the county solid waste operating system, in order to use such landfills and the county solid waste operating system.

(Code 2000, § 58-81; Ord. No. 200, § I, 6-17-1986; Ord. No. 07-025, § 1, 11-6-2007)

K. SEC. 38-81. – APPROVAL; HEARING.

Approval of a permit under this division by the county council shall be had by filing a petition with the clerk of the county council and a public hearing being held prior to the issuance of the approval by the council.

(Code 2000, § 58-82; Ord. No. 200, § II, 6-17-1986; Ord. No. 07-025, § 1, 11-6-2007)

L. SEC. 38-82. – CONDITIONS OF ISSUANCE.

If a permit is issued under this division, the permittee shall abide by and comply with all regulations issued by the county solid waste department.

(Code 2000, § 58-82; Ord. No. 200, § IV, 6-17-1986; Ord. No. 07-025, § 1, 11-6-2007)

Source: Appendix taken directly from the Anderson County, South Carolina-Code of Ordinances/Chapter 38 (recodified June 30, 2022).

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2023-038

COUNTY OF ANDERSON

)

AN ORDINANCE

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY KNOWN TO THE COUNTY AT THIS TIME AS PROJECT PURPLE HAZE 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 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 “*Multi-County 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, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated as of _____, 2023 (the “*Inducement Agreement*”) with _____, a _____ (the “*Company*”) (which was known to the County at the time as “*Project Purple Haze*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new facility in the County for the manufacture of packaging products (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$68,000,000 in the County and the expected creation of approximately 215 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

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

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

WHEREAS, a portion of the Project will consist of improvements to real property (the “*Improvements*”) located on, or to be located on, land that has been identified as part of that certain Fee in Lieu of Tax and Special Source Credit Agreement, dated as of November 16, 2021 by and between the County and Anderson Land, LLC (the “*Existing FILOT Agreement*”);

WHEREAS, the County and the Company intend to perform such further acts, adopt such further proceedings, and execute such further documents, as may be reasonably necessary to cause the Improvements to be eligible for inclusion in the Fee Agreement (as such term is defined below), or for the Company to receive incentives, including, but not limited to, fees-in-lieu-of taxes and special source credits, with regard to the Improvements as though they were subject to the terms of the Fee Agreement;

WHEREAS, the County and the Company desire and anticipate that the Improvements will be a part of the Project and eligible for inclusion in the Fee Agreement, or will otherwise be subject to fees-in-lieu-of taxes and receive special source credits calculated on terms equal to those in the Fee Agreement;

WHEREAS, the County and the Company intend for the Improvements to be counted as Economic Development Property, as that term is defined in the Fee Agreement and the FILOT Act;

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

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement 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 Company, it is hereby found,

determined and declared by the County Council, as follows:

(a) The Project will 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 Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) The Project will give rise to no 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 Project, 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 the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement 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 Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement 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 Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is 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, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. 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 (1) to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder, and (2) to cause the Improvements to be eligible for inclusion under the Fee Agreement, or for the Company to receive incentives, including, but not limited to, fees-in-lieu-of taxes and special source credits, with regard to the Improvements as though they were subject to the terms of the Fee Agreement.

Section 4. 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 5. 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.

ENACTED in meeting duly assembled this ____ day of _____, 20____.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Rusty Burns, County Administrator
Anderson County, South Carolina

By: _____
Renee Watts, Clerk to Council
Anderson County, South Carolina

Approved as to form:

By: _____
Leon C. Harmon, County Attorney
Anderson County, South Carolina

First Reading: _____, 20____
Second Reading: _____, 20____
Third Reading: _____, 20____
Public Hearing: _____, 20____

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk of the County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, correct and verbatim copy of an ordinance, which received first reading on _____, 2023, second reading on _____, 2023, a third reading and public hearing, which was duly noticed, on _____, 2023, and was duly adopted by the County Council at its meeting held on _____, 2023, at which meetings a quorum of members of the County Council were at all times present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

WITNESS MY HAND this _____ day of _____, 2023

Renee Watts, Clerk to Council
Anderson County, South Carolina

**FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT**

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

PROJECT PURPLE HAZE

Dated as of _____, 20__

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SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the “Code”), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Special Source Credit Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Special Source Credit Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	TBD	Project Name:	Project Purple Haze
Projected Investment:	\$68,000,000	Projected Jobs:	215
Location (street):	TBD	Tax Map No.:	TBD
Attorney	Christopher H. Kouri Andrew W. Saleeby	Attorney Firm	Maynard Nexsen PC
1. FILOT	Yes		
Required Investment:	\$2,500,000		
Investment Period:	5 + 5 years if the Contract Minimum Investment Requirement is met during Standard Investment Period	Ordinance No./Date:	
Assessment Ratio:	6% Fixed	Term (years):	30 + 10
Fixed Millage:	Yes; 317.59	Net Present Value (if yes, discount rate):	N/A
Clawback information:	Failure to achieve \$2,500,000 (or \$5,000,000 together with all Sponsor Affiliates) within the Standard Investment Period, Company must pay back difference between FILOT incentive and ad valorem tax plus interest		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson/Greenville Park (2010)		
3. SSRC	Yes		
Total Amount:	90% years 1-5; 85% years 6-10; 52% years 11-30		
No. of Years	30 Years – performance based Special Source Credits. Term starts once Company places first Phase of Project in service.		
Yearly Increments:	Yes – see above		
Clawback information:	If Company fails to achieve Contract Minimum Investment Requirement and Jobs Creation Target by end of Standard Investment Period, Special Source Credit is reduced to 35%		
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the “*Fee Agreement*”) is made and entered into as of _____, 2023 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Anderson County Council (the “*County Council*”) as the governing body of the County, and **PROJECT PURPLE HAZE**, a _____ organized and existing under the laws of the State of _____ (the “*Company*”).

RECITALS

1. Title 12, Chapter 44 (the “*FILOT Act*”), Code of Laws of South Carolina, 1976, as amended (the “*Code*”), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-170 and 12-44-70 of the Code authorize the County to provide special source revenue credit (“*Special Source Revenue Credit*”) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “*Infrastructure*”).

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a facility in the County for the manufacture of packaging and related products, and to serve as its North American headquarters.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, the anticipated employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) 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; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to an agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on _____, 2023, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes

and the provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“Affiliate” shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

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

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean _____, a _____, its affiliates, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“Condemnation Event” shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$68,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

“County Administrator” shall mean the Anderson County Administrator, or the person holding any successor office of the County.

“County Assessor” shall mean the Anderson County Assessor, or the person holding any successor office of the County.

“County Auditor” shall mean the Anderson County Auditor, or the person holding any successor office of the County.

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

“County Treasurer” shall mean the Anderson County Treasurer, or the person holding any successor office of the County.

“Defaulting Entity” shall have the meaning set forth for such term in Section 6.02(a) hereof.

“Deficiency Amount” shall have the meaning set forth for such term in Section 4.03(a) hereof.

“Department” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT Payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

“Event of Default” shall mean any event of default specified in Section 6.01 hereof.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee Agreement” shall mean this Fee in Lieu of Tax and Special Source Credit Agreement.

“FILOT” or **“FILOT Payments”** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“FILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“FILOT Act Minimum Investment Requirement” shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

“Improvements” shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

“Infrastructure” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

“Investment Period” shall initially mean, and shall initially be equal to, the Standard Investment Period; provided, however, that if the Contract Minimum Investment Requirement is satisfied by the end of the Standard Investment Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or County Council, by five (5) years beyond the Standard Investment Period to end of the tenth (10th) anniversary of the Commencement Date, all in accordance with Section 12-44-30(13) of the FILOT Act. In the event the Commencement Date is December 31, 2024, as is presently anticipated, upon any such extension, the Investment Period will end on December 31, 2034.

“Jobs Creation Target” shall mean, with respect to the Project, the creation of two hundred and fifteen (215) net new, full-time, jobs at the Project by the Company.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

“MCIP” shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

“MCIP Act” shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“MCIP Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

“Phase” or **“Phases”** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

“Project” shall mean the Land and all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(1), (2) and (3) of the FILOT Act.

“Removed Components” shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

“Special Source Credits” shall mean the annual special source credits provided to the Company pursuant to Section 4.02 hereof.

“Sponsor Affiliate” shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

“SSC Term” shall mean a period of thirty (30) consecutive years during which the Company shall be entitled to receive, and the County agrees to provide, Special Source Credits in accordance with Section 4.02 hereof, beginning with the first year following the calendar year in which the first Phase of the Project is placed in service.

“Standard Investment Period” shall mean the period beginning with the first day the Company purchases or acquires Economic Development Property to be placed in service at the Project, and ending five (5) years after the Commencement Date.

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 40th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 40 annual FILOT Payments under Article IV hereof with respect to each Phase of the Project, which Termination Date includes the ten (10) year extension authorized by Section 12-44-40(21) of the FILOT Act; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

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

Section 1.02 Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through

federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT Payments by the Company.

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the FILOT Act.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 317.59 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2023, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Credit is to be provided under this Fee Agreement.

Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of Delaware, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing paper and packaging products, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the Contract Minimum Investment Requirement within the Investment Period.

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliates, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) create approximately 215 new, full-time jobs (with benefits) within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2023.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT Payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made

by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, placed in service by the Company or Sponsor Affiliate, as applicable, 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. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the assessed value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 40 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT Payments.

Step 3: Use a millage rate of 317.59 mills during the Exemption Period against the assessed value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for SSC Term, calculated as follows: (1) 90% of each year's payments in lieu of taxes pursuant to the Fee Agreement for years 1 through 5 of the SSC Term; (2) 85% of each year's payments in lieu of taxes pursuant to the Fee Agreement for years 6 through 10 of the SSC Term; and (3) 52% of each year's payments in lieu of taxes pursuant to the Fee Agreement for years 11 through 30 of the SSC Term, all to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period).

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken.

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) Notwithstanding the calculation of Special Source Credits in Section 4.02(a), should the Company fail to meet either the Contract Minimum Investment Requirement or Jobs Creation Target by the end of the Standard Investment Period, the eighty-five percent (85%) Special Source Credit otherwise provided for years 6 through 10 of the SSC Term, and the fifty-two percent (52%) Special Source Credit otherwise provided for years 11-30 of the SSC Term, shall be reduced to thirty-five percent (35%); provided, however, that if the Company meets the Contract Minimum Investment Requirement and Jobs Creation Target by year 7 of the SSC Term, the eighty-five percent (85%) Special Source Credit for years 6 through 10 of the SSC Term, and the fifty-two percent (52%) Special Source Credit for years 11-30 of the SSC Term, shall be reinstated, but the Company shall not be entitled to recoup any Special Source

Credits not received for the period during which it did not meet both the Contract Minimum Investment Requirement and the Jobs Creation Target.

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Fee Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(f) Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

(g) The Special Source Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as 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 items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT Payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is

scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the FILOT Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or

a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Credits shall be payable only from FILOT Payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the term of this Fee Agreement, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of this Fee Agreement from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection

with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County, which consent or subsequent ratification may be granted by the County in its sole discretion as evidenced by any one of the following: (1) a letter or other writing executed by an authorized county representative, (2) a resolution passed by the County Council, or (3) an ordinance passed by the County Council following three readings and a public hearing; (ii) except when a financing

entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 5.11 Priority Lien Status

The County's right to receive FILOT Payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT Payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT Payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

The following shall be “Events of Default” under this Fee Agreement, and the term “Event of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company, or any Sponsor Affiliate, as the case may be (the “*Defaulting Entity*”), shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT Payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and

notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

ARTICLE VII
MISCELLANEOUS

Section 7.01 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:

If to the Company:

PROJECT PURPLE HAZE

Attn: _____

With a copy, which shall not constitute notice, to:

Maynard Nexsen PC
Attn: Christopher H. Kouri
227 W Trade Street, #1550
Charlotte, North Carolina 28202

With a copy, which shall not constitute notice, to:

Maynard Nexsen PC
Attn: Andrew W. Saleeby
1230 Main Street, Suite 700 (29201)
P.O. Box 2426
Columbia, South Carolina 29202

If to the County:

Anderson County Administrator
Attn: Rusty Burns
Post Office Box 8002
Anderson, South Carolina 29622

With a copy to:

Anderson County Attorney
Attn: Leon C. Harmon
Post Office Box 8002
Anderson, South Carolina 29622

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, 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 7.03 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 7.04 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.

Section 7.05 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 7.06 Amendments

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

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. 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 to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to

locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11 Waiver

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

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 7.13 Facsimile/Scanned Signatures

The parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

Section 7.14 Distribution of FILOT Payment Revenue by County

All FILOT Payment revenue received by the County for MCIP premises located in the County attributable to current MCIP property that is retained by the County after paying Greenville County its portion of such FILOT Payment revenue in accordance with the MCIP Agreement shall be distributed in accordance with Section 3 of Anderson County Ordinance 2010-026 and paragraph 7 of the MCIP

Agreement. All FILOT Payment revenue received by the County for MCIP premises located in the County and attributable to MCIP property added on and after November 16, 2020 shall be distributed, net of Special Source Credits provided by the County pursuant to Section 4-1-175 (“Net Park Fees”) as follows: First, 15% of Net Park Fees shall be deposited to the Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby, Second, 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County, and Third, remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old *ad valorem* property tax in any of the areas comprising the County’s portion of the MCIP in the same percentage as is equal to that taxing entity’s percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

[End of Article VII]

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 the Chairman of County Council and the County Administrator and to be attested by the Clerk of the County Council; and the Company 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

(SEAL)

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

By: _____
Rusty Burns, Administrator
Anderson County, South Carolina

By: _____
Renee Watts, Clerk to Council
Anderson County, South Carolina

[Signature Page 1 to Fee in Lieu of Tax and Special Source Credit Agreement]

PROJECT PURPLE HAZE

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Tax and Special Source Credit Agreement]

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the “*Company*”), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2023 between Anderson County, South Carolina and the Company (the “*Agreement*”), as follows:

(1) The total investment made by the Company, together with all Sponsor Affiliates, in the Project during the calendar year ending December 31, 20__ was \$_____.

(2) The cumulative total investment made by the Company, together with all Sponsor Affiliates, in the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is \$_____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 20__.

PROJECT PURPLE HAZE

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2023 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Credits previously received by the Company and any Sponsor Affiliates is \$_____.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$_____.

(3) Of the total amount set forth in (2) above, \$_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

PROJECT PURPLE HAZE

Name: _____
Its: _____

ORDINANCE NO. 2023-039

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS PROJECT CONNECTOR, 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 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 “*Multi-County 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, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated _____, 2023 (the “*Inducement Agreement*”) with [PROJECT CONNECTOR], a _____ (the “*Company*”) (which was known to the County at the time as “*Project Connector*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new distribution/manufacturing facility in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$4,500,000 in the County and the expected creation of twenty-eight (28) new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

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

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement 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 Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will 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 Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) The Project will give rise to no 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 Project, 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 the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement 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 Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement 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 Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is 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 County Administrator, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. 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 Agreement and the performance of all obligations of the County thereunder.

Section 4. 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 5. 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.

ENACTED in meeting duly assembled this ___ day of _____, 2023.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Rusty Burns, County Administrator
Anderson County, South Carolina

By: _____
Renee D. Watts, Clerk to Council
Anderson County, South Carolina

Approved as to form:

By: _____
Leon C. Harmon, County Attorney
Anderson County, South Carolina

First Reading: _____, 2023
Second Reading: _____, 2023
Third Reading: _____, 2023
Public Hearing: _____, 2023

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of _____, 2023, _____, 2023, and _____, 2023, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Renee D. Watts, Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 2023

**FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT**

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT CONNECTOR]

Dated as of _____, 2023

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SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the “Code”), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Special Source Credit Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Special Source Credit Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	<i>To be provided</i>	Project Name:	Project Connector
Projected Investment:	\$5,230,000	Projected Jobs:	28
Location (street):	<i>To be provided</i>	Tax Map No.:	<i>To be provided</i>
1. FILOT			
Required Investment:	\$4,500,000	Required Jobs:	28
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	312.28 mills	Net Present Value (if yes, discount rate):	
Clawback information:			
2. MCIP			
Included in an MCIP:	Anderson/Greenville Park (2010)		
If yes, Name & Date:			
3. SSC			
Total Amount:			
No. of Years	10 years		
Yearly Increments:	40% years 1-5; 25% years 6-10		
Clawback information:	If the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement either or both are not made during the Standard Investment Period, the SSC is reduced to 20% for years 6-10; if the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement are both made by the 7 th year, the SSC will return to 25% for years 8-10.		
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the “*Fee Agreement*”) is made and entered into as of _____, 2023 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Anderson County Council (the “*County Council*”) as the governing body of the County, and [PROJECT CONNECTOR], a _____ organized and existing under the laws of the State of _____ (the “*Company*”).

RECITALS

1. Title 12, Chapter 44 (the “*FILOT Act*”), Code of Laws of South Carolina, 1976, as amended (the “*Code*”), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-170 and 12-44-70 of the Code authorize the County to provide special source revenue credit (“*Special Source Revenue Credit*”) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “*Infrastructure*”).

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a facility in the County for the manufacture of custom automation equipment and related products.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) 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; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on _____, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of Special Source Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“Affiliate” shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

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

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean [PROJECT CONNECTOR], a _____, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“Condemnation Event” shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$4,500,000.00 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

Contract Minimum Jobs Creation Requirement” shall mean, with respect to the Project, twenty-eight (28) new full-time jobs (with benefits) with expected average wages of \$19.38 per hour.

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

“County Administrator” shall mean the Anderson County Administrator, or the person holding any successor office of the County.

“County Assessor” shall mean the Anderson County Assessor, or the person holding any successor office of the County.

“County Auditor” shall mean the Anderson County Auditor, or the person holding any successor office of the County.

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

“County Treasurer” shall mean the Anderson County Treasurer, or the person holding any successor office of the County.

“Defaulting Entity” shall have the meaning set forth for such term in Section 6.02(a) hereof.

“Deficiency Amount” shall have the meaning set forth for such term in Section 4.03(a) hereof.

“Department” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

“Event of Default” shall mean any event of default specified in Section 6.01 hereof.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee Agreement” shall mean this Fee in Lieu of Tax and Special Source Credit Agreement.

“FILOT” or **“FILOT Payments”** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“FILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“FILOT Act Minimum Investment Requirement” shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

“Improvements” shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

“Infrastructure” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

“MCIP” shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

“MCIP Act” shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“MCIP Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Credits to the Company hereunder.

“Phase” or ***“Phases”*** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

“Project” shall mean the Land and all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

“Removed Components” shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

“Special Source Credits” shall mean the annual special source credits provided to the Company pursuant to Section 4.02 hereof.

“Sponsor Affiliate” shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

“Standard Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

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

Section 1.02 Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the FILOT Act.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 312.28 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2023, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Credit is to be provided under this Fee Agreement.

Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of _____, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a distribution/manufacturing facility, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the Contract Minimum Investment Requirement within the Investment Period.

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) meet the Contract Minimum Jobs Creation Requirement, all within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2024.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

ARTICLE IV
FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, 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. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 312.28 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of ten (10) consecutive years in an amount equal to forty percent (40%) for years 1 through 5 and twenty-five percent (25%) for years 6 through 10 of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken.

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Fee Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(e) Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

(f) The Special Source Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

(g) All fee-in-lieu of *ad valorem* taxes pursuant to the agreement received by the County for MCIP premises located in the County attributable to current MCIP property shall be distributed in accordance with Section 3 of Ordinance 2010-026 and Paragraph 7 of the MCIP Agreement. All fee-in lieu of *ad valorem* taxes pursuant to the agreement received by the County for MCIP premises located in the County attributable to MCIP property added on and after November 16, 2020 shall be distributed, net of special source credits provided by the County pursuant to Section 4-1-175 ("Net Park Fees") as follows: First, 15% of Net Park Fees shall be deposited to Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby, Second, 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County, and Third, remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old *ad valorem* property tax in any of the areas comprising the County's portion of the MCIP in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 4.03 Failure to Achieve Minimum Investment and Jobs Creation Requirement

(a) Should the Contract Minimum Investment Requirement or the Contract Minimum Jobs Creation Requirement not be met by the Company by the end of the Standard Investment Period, any subsequent Special Source Credits shall be reduced to twenty percent (20%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement; except, however, if the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement are both met by the end of the seventh (7th) tax year following the Commencement Date, then the Special Source Credits going forward shall return to twenty-five percent (25%) for years 8 through 10. Any portion of Special Source Credits lost because of a failure to meet the Contract Minimum Investment Requirement or the Contract Minimum Jobs Creation Requirement by the end of the Standard Investment Period shall not be recoverable by the Company or its Sponsor Affiliates.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or

removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the

other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion and as evidenced by resolution passed by the County Council; (ii) except when a financing entity which is the income tax owner of all or

part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

The following shall be “Events of Default” under this Fee Agreement, and the term “Event of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “*Defaulting Entity*”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and

notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

ARTICLE VII
MISCELLANEOUS

Section 7.01 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:

If to the Company:

With a copy to:

Maynard Nexsen PC
Attn: James K. Price
104 South Main Street, Suite 900
Greenville, South Carolina 29601

If to the County:

Anderson County
Attn: County Administrator
P.O. Box 8002
Anderson, South Carolina 29622-8002

With a copy to:

Anderson County Attorney
P.O. Box 8002
Anderson, South Carolina 29622-8002

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, 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 7.03 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 7.04 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.

Section 7.05 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 7.06 Amendments

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

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. 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 to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto

(including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11 Waiver

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

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 7.13 Facsimile/Scanned Signatures

The parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[End of Article VII]

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 the Chairman of County Council and to be attested by the Clerk of the County Council; and the Company 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

(SEAL)

By: _____
Tommy Dunn, Chairman of County Council,
Anderson County, South Carolina

ATTEST:

Renee D. Watts, Clerk to County Council,
Anderson County, South Carolina

[Signature Page 1 to Fee in Lieu of Tax and Special Source Credit Agreement]

[PROJECT CONNECTOR]

Name:_____

Its:_____

[Signature Page 2 to Fee in Lieu of Tax and Special Source Credit Agreement]

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]

EXHIBIT B

INVESTMENT AND JOBS CREATION CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2023 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20__ was \$_____.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is \$_____.

(3) The number of new, full-time jobs created at the Project since _____, 20__ (the beginning date of the Investment Period) is _____ persons and their average wage exceeds \$19.38 per hour. The total number of employees of the Company at the Project as of December 31, 20__ is _____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2023 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Credits previously received by the Company and any Sponsor Affiliates is \$_____.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$_____.

(3) Of the total amount set forth in (2) above, \$_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

Name: _____
Its: _____

RESOLUTION R2023-042

A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY MAINTENANCE ON AND TO AUTHORIZE COUNTY CONSENT TO JUDICIAL ABANDONMENT AND CLOSURE OF NONE ROAD DESIGNATED AS C-4-36A; AND OTHER MATTERS RELATED THERETO.

WHEREAS, None Road (the “Road”) is currently an asphalt Anderson County (the “County”) public road, designated as Anderson County Road C-4-36A; and,

WHEREAS, the Road extends 273 feet between Pioneer Rd (PN-4-1900) and S Mechanic St (S-4-28) and exists on three parcels of property identified as Anderson County tax map numbers 401303001, 401302012, and 401302010 all of which have common ownership, as shown on the map prepared by Anderson County Roads and Bridges Department on September 25, 2023; attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS, the property owners (hereinafter collective the “Petitioners”) have requested that the County abandon said Road to redevelop the surrounding properties. The Petition is attached hereto as **Exhibit B** and incorporated herein by reference;

WHEREAS, the County has complied with all of its Ordinances and Regulations pertaining to cessation of County maintenance and County consent to judicial abandonment and closure of County public roads, in the case of the above referenced Road;

WHEREAS, none of the procedures undertaken by the County have revealed or reflected a need for said Road to remain under County maintenance or to remain a public road, and the County staff have recommended that the County consent to the requested abandonment and judicial closure;

WHEREAS, Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) desires to express its intent to cease County maintenance on, and to authorize County consent to judicial abandonment and closure of the Road;

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

1. Anderson County, acting by and through its County Council, consents to the judicial abandonment and closure of None Road C-4-36A by the property owners.
2. In the event None Road is closed by a Judicial Order, the county shall immediately cease all maintenance of this Road.
3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

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

RESOLVED this 3rd day of October, 2023, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee D. Watts
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney



MEMORANDUM

ROADS AND BRIDGES DEPARTMENT

DATE: September 21, 2023

TO: Mr. Rusty Burns
County Administrator

FROM: Matt Hogan
Road and Bridges Manager

SUBJECT: Proposed abandonment of None Rd, C-4-36A
Council District 4

Please see attachments for information on the proposed abandonment of None Rd (C-4-36A) located in Pendleton, SC. The property owner has requested abandonment in order to redevelop surrounding properties.

The landowner's signed petition is enclosed. The owner was provided a copy of Anderson County's Ordinance of policies and procedures for abandoning and closing public roads, as well as a written notice of their responsibility for acquiring legal ownership to the road if Council approves abandonment by resolution.

On August 22, 2023, road closure notification signs were posted on the road. Signs were in place for 30 days on September 21, 2023.

Notification of the proposed abandonment was mailed to Emergency Service providers and Anderson School District Four Transportation Department. Anderson School District has no issue with the abandonment. Buses do not use the road. There was no response from Emergency Services.

Our department has conducted a thorough investigation of this road.

- Public notification signs were posted for 30 days
- There were 0 inquiries
- The road is in general public use
- Road runs from Pioneer Ln (PN-04-1900) to Mechanic Street (S-04-0028)
- The asphalt road is 273 linear feet and 21 feet wide
- Prescriptive right-of-way
- Average Daily Traffic Count is 413 cars per day

With the information provided, I recommend Anderson County abandon interest None Rd.

Tommy Dunn
Chairman, District 5

John B. Wright Jr.
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



MEMORANDUM

ANDERSON COUNTY DEPARTMENT NAME | PAGE 2

For your convenience, photographs and a location map are enclosed.

Enclosures

Sincerely,

Matt Hogan

Tommy Dunn
Chairman, District 5

John B Wright Jr.
Council District 1

Greg Elgin
Council District 4

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Ray Graham
V. Chairman, District 3

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

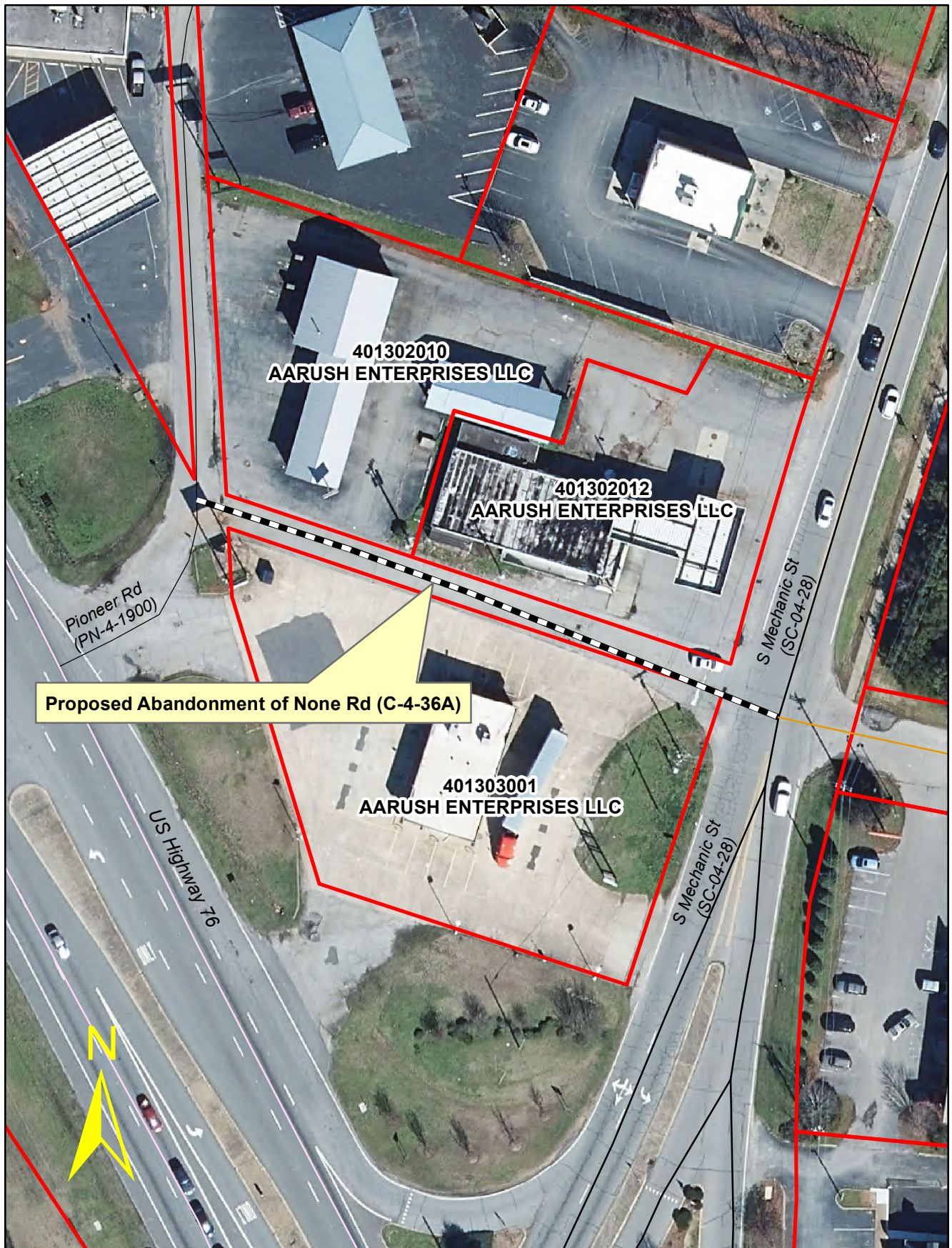
Rusty Burns | County Administrator
rburns@andersoncountysc.org

PO Box 8002, Anderson, SC 29622-8002
(864) 260-4190

Date: 08/07/2023

[illegible]

Proposed Abandonment of None Rd (C-4-36A)



None Rd (C-4-36A) Abandonment

View from Pioneer Rd (PN-4-1900)



View from S Mechanic St (S-4-28)





8/15/2023

Jimmy Ray Sutherland, Fire Chief
Anderson County Fire Department
210 McGee Road
Anderson, South Carolina 29625

Dear Chief Sutherland:

We have received a request to abandon None Rd (C-4-36A).

We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at wmhogan@andersoncountysc.org if you desire.

Sincerely,

A handwritten signature in black ink that reads "Matt Hogan". The signature is fluid and cursive, with a long horizontal stroke at the end.

Matt Hogan | ROADS AND BRIDGES DEPARTMENT
Roads and Bridges Manager

Tommy Dunn
Chairman, District 5

John B. Wright Jr.
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



8/15/2023

Tommy Brock, Fire Chief
Pendleton Station #2
108 S. Depot St
Pendleton, South Carolina 29670

Dear Chief Brock:

We have received a request to abandon None Rd (C-4-36A).

We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at wmhogan@andersoncountysc.org if you desire.

Sincerely,

Matt Hogan | ROADS AND BRIDGES DEPARTMENT
Roads and Bridges Manager

Tommy Dunn
Chairman, District 5

John B. Wright Jr.
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org



8/15/2023

John Chmelar, Supervisor of Transportation
Anderson County School District Four
902 E. Queen Street
Pendleton, South Carolina 29670

Dear Mr. Chmelar:

This letter is to inform you that we have received a request to abandon None Rd (C-4-36A).

We would appreciate your input as to how, if any, this closure might impact bus routing on this road. We would appreciate a response within 30 days.

Thank you in advance for your assistance with this matter. You may contact me via email at wmhogan@andersoncountysc.org if you desire.

Sincerely,

Matt Hogan | ROADS AND BRIDGES DEPARTMENT
Roads and Bridges Manager

Tommy Dunn
Chairman, District 5

John B. Wright Jr.
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

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RESOLUTION NO. 2023-043

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT PURPLE HAZE, WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT/COMPANY WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

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*”), and Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as “projects” in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); 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 the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Project Purple Haze (the “*Company*”) has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new United States Headquarters and manufacturing facility in the County (collectively, the “*Project*”), which will result in an estimated investment by the Company in the Project of at least \$68,000,000 in non-exempt investment and the estimated creation of approximately two hundred and fifteen (215) new, full-time jobs (with benefits) in connection therewith, by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

WHEREAS, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and special source credit incentives with respect to the Project, all as more fully set forth in the Inducement Agreement (as hereinbelow defined) attached hereto and made a part hereof; and

WHEREAS, the County understands the developer of the building that the Company anticipates will comprise part of the Project (the “*Developer*”) has obtained a certificate of occupancy for the building in the 2023 calendar year, and that the Developer and the County have entered into a fee in lieu of tax and special source credit agreement for such land and building (the “*Existing Agreement*”); and

WHEREAS, the County and the Company desire that all real and personal property comprising the Project, including the land and building referenced in the immediately preceding paragraph, be included in the Fee Agreement (as hereinbelow defined), but that such inclusion may be contingent upon the Company closing its purchase of such land and building in calendar year 2023; and

WHEREAS, in the event the Company does not close its purchase of the land and building in this calendar year 2023, the County nevertheless desires to provide that the entire Project be subject to payment of certain fees in lieu of taxes, and to provide the entire Project and Company with certain credits against fee payments in reimbursement for investment in related qualified infrastructure for Project, as more fully set forth in the Inducement Agreement, by amending and restating the Existing Agreement in accordance with the terms of Inducement Agreement; and

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the “**Multi-County Park Authority**”), the County intends to cause the site on which the Project will be located, to the extent not already therein located, in a multi-county industrial and business park (a “**Park**”) established by the County pursuant to a qualifying agreement with an adjoining South Carolina county (the “**Park Agreement**”); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth.

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

Section 1.

(a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council, and for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the Act, and for the purpose of providing for the provision special source credits against payments in lieu of taxes made by the Company pursuant to a Park Agreement in order to allow reimbursement to the Company for a portion of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, there is hereby authorized to be executed an Inducement Agreement between the County and the Company pertaining to the Project, the form of which is now before the County Council (the “**Inducement Agreement**”) so as to establish, among other things, that the County and the Company will be parties to either a fee in lieu of tax and special source credit agreement or an amended and restated fee in lieu of tax and special source credit agreement (the “**Fee Agreement**”).

(b) The County Council will use its best efforts to take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Park or another qualified multi-county industrial or business park in order that the tax benefits contemplated hereunder and afforded by the laws of the State for projects located within multi-county industrial or business parks will be available to the Company for at least the term of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

Section 3. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 4. The authorization of the execution and delivery of the documents related to the Inducement Agreement and Fee Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

DONE in meeting duly assembled this ____ day of _____, 2023.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Rusty Burns, County Administrator
Anderson County, South Carolina

By: _____
Renee Watts, Clerk to Council
Anderson County, South Carolina

Approved as to form:

By: _____
Leon C. Harmon, County Attorney
Anderson County, South Carolina

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this “*Agreement*”) made and entered into as of _____, ____ by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “*County*”), and a company presently known to the County as **PROJECT PURPLE HAZE**, a _____ (the “*Company*”).

WITNESSETH:

ARTICLE I RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44 (the “*FILOT Act*”) and Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to allow for the payment of certain fees in lieu of *ad valorem* taxes with respect to industrial properties; to issue special source revenue bonds, or in the alternative, to provide special source credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); through all such powers the development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other 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.

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new manufacturing facility in the County (collectively, the “*Project*”), which will result in an estimated investment by the Company in the Project of at least \$68,000,000 (the “*Investment Target*”) and the estimated creation by the Company of at least two hundred and fifteen (215) net new, full-time, jobs (with benefits) with respect thereto (the “*Jobs Creation Target*”), all by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the “*Standard Investment Period*”).

(c) The County understands the developer of the building that the Company anticipates will comprise part of the Project (the “*Developer*”) has obtained a certificate of occupancy for the building in the 2023 calendar year, and that the Developer and the County have entered into a fee in lieu of tax and special source credit agreement for such land and building (the “*Existing Agreement*”).

(d) The County and the Company desire that all real and personal property comprising the Project, including the land and building referenced in the immediately preceding paragraph, be included in the Fee Agreement (as hereinbelow defined), but that such inclusion may be contingent upon the Company closing its purchase of such land and building in calendar year 2023.

(e) In the event the Company does not close its purchase of the land and building in calendar year 2023, the County will use its best efforts to provide that the entire Project be subject to payment of

certain fees in lieu of taxes, and to provide the entire Project and Company with certain credits against fee payments in reimbursement of investment in related qualified infrastructure for Project, as more fully set forth in this Agreement, by amending and restating the Existing Agreement in accordance with the terms of this Agreement.

(f) Pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will use its best efforts to place the site of the Project, to the extent not already therein located, in a multi-county industrial and business park (the ***“Park”***) established by the County pursuant to a qualifying agreement with an adjoining county in the State (the ***“Park Agreement”***).

(g) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the FILOT Act, and the Company and the County have agreed as set forth in the Fee Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company would be afforded certain credits as described herein against its payments in lieu of taxes in respect of the Company’s investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated _____, 2023 and on the terms and conditions set forth.

ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The County, subject to the limits set forth herein, agrees to enter into either a Fee in Lieu of Tax and Special Source Credit Agreement, or an Amended and Restated Fee in Lieu of Tax and Special Source Credit Agreement, with the Company with respect to the Project (the ***“Fee Agreement”***).

Section 2.2. The Fee Agreement will be executed at such time and upon such mutually acceptable terms as the Company shall request, subject to the provisions of Sections 2.7 and 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement shall be substantially in the form generally utilized in connection with the FILOT Act, as to be agreed upon by the County and the Company. The Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will be for a period of at least thirty (30) years, commencing with the first year of the capital investment placed in service under the Fee Agreement.

(b) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, such agreement will not give rise to any pecuniary liability of the County and shall not create a charge against the general credit or taxing power of the County, the State or any incorporated municipality.

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of at least thirty (30) years after each year of the capital investment placed in service under the Fee Agreement during the Investment Period (as that term is defined in the Fee Agreement). The amounts of such payments shall be determined by using (i) an assessment ratio of 6%; (ii) a fixed millage rate of 317.59 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2023); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The Company may dispose of and replace property subject to fee in lieu of tax payments, as set forth in Section 12-44-60 of the FILOT Act; the fee with respect to such replacement property shall be calculated in accordance with the provisions of said Section 12-44-60.

Section 2.4. The County hereby consents to the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and personal property deemed necessary under the Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the Company, in its sole discretion.

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide a special source credit against payments in lieu of taxes by the Company pursuant to the Fee Agreement to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to an annual special source credit calculated as follows: (1) 90% of each year's payments in lieu of taxes pursuant to the Fee Agreement for years 1 through 5; (2) 85% of each year's payments in lieu of taxes pursuant to the Fee Agreement for years 6 through 10; and (3) 52% of each year's payments in lieu of taxes pursuant to the Fee Agreement for years 11 through 30, all to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period). The special source credits will begin the first year following the calendar year in which the first Phase (as that term is defined in the Fee Agreement) of the Project is placed in service.

Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of investment in the Project for which a special source credit is taken.

In no event shall the aggregate amount of any special source credits claimed by the Company exceed the amount expended by it with respect to the Infrastructure at any point in time.

Section 2.6. Subject to the matters contained herein, the Fee Agreement will be executed at such time and upon such mutually acceptable terms as the parties shall agree.

Section 2.7. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of the Fee Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company. The County has made no independent legal or factual investigation regarding the particulars of this Agreement or the transaction contemplated hereunder and, further, executes this Agreement in reliance upon the representations by the Company that the Agreement and related documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 2.8. Should the Company fail to invest at least \$2,500,000 (or at least \$5,000,000 together with all Sponsor Affiliates) in connection with the Project by the end of the Standard Investment Period, the Company shall be liable for the difference between the amount of payments in lieu of taxes actually paid pursuant to the Fee Agreement and the amount of *ad valorem* taxes which would have been due and payable with respect to the Project had the Fee Agreement not been entered into, with interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Standard Investment Period.

ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

(a) The Company agrees to enter into the Fee Agreement, under the terms of which it will obligate themselves to make the payments required by the FILOT Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Sections 2.3(c) and 2.5 hereof;

(b) With respect to the Project, the Company agrees to reimburse the County for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which the County might be reasonably put with regard to executing and entering into this Agreement and the Fee Agreement;

(c) The Company agrees to hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions, including reasonable legal expenses and fees;

(d) The Company agrees to apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project;

(e) The Company agrees to indemnify, defend and hold the County and the individual members, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing, carrying out or operation of the Project, including without limitation any environmental liability. The defense obligation shall be supplied with legal counsel reasonably acceptable to the County. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; and

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Investment Target and the Jobs Creation Target during the Standard Investment Period.

ARTICLE IV GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE CREDITS.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreement.

Section 4.3. If for any reason this Agreement (as opposed to the Fee Agreement, which is contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company on or before December 31, 2024, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the

County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the FILOT Act and the Multi-County Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of their rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or other legal entity relationship between the County and the Company.

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement to be effective as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Renee Watts, Clerk to Council
Anderson County, South Carolina

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

PROJECT PURPLE HAZE

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk of the County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, correct and verbatim copy of a resolution, which was duly adopted by the County Council at its meeting held on _____, 2023, at which meeting a quorum of members of the County Council were at all times present and voted, and an original of which resolution is filed in the permanent records of the County Council.

WITNESS MY HAND this ____ day of _____, 2023

Renee Watts, Clerk to Council
Anderson County, South Carolina

RESOLUTION NO. 2023-044

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT CONNECTOR, WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT WITH RESPECT TO AN INDUSTRIAL PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT/COMPANY WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

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 “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as “projects” in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); 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 the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, [PROJECT CONNECTOR] (the “*Company*”) has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a distribution/manufacturing facility in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of at least \$4,500,000 in non-exempt investment and the expected creation of approximately twenty-eight (28) new, full-time jobs (with benefits) in connection therewith, by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

WHEREAS, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and special source credit incentives with respect to the Project, all as more fully set forth in the Inducement Agreement (as hereinbelow defined) attached hereto and made a part hereof; and

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the ***“Multi-County Park Authority”***), the County intends to cause the site on which the Project will be located, to the extent not already therein located, in a multi-county industrial and business park (a ***“Park”***) established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the ***“Park Agreement”***); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth.

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

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council, and for the purpose of providing development incentives for the Project through the payment by the Companies of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the Act, and for the purpose of providing for the provision special source credits against payments in lieu of taxes made by the Company pursuant to a Park Agreement in order to allow reimbursement to the company for a portion of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, there is hereby authorized to be executed an Inducement Agreement between the County and the Company pertaining to the Project, the form of which is now before the County Council (the ***“Inducement Agreement”***) so as to establish, among other things, that the County and the Company will be parties to a fee in lieu tax (and special source credit) agreement (the ***“Fee Agreement”***).

(b) The County Council will use its best efforts to take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Park or another qualified multi-county industrial or business park in order that the tax benefits contemplated hereunder and afforded by the laws of the State for projects located within multi-county industrial or business parks will be available to the Company for at least the term of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

Section 3. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 4. The authorization of the execution and delivery of the documents related to the Inducement Agreement and Fee Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

DONE in meeting duly assembled this ____ day of _____, 2023.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Rusty Burns, County Administrator
Anderson County, South Carolina

By: _____
Renee D. Watts, Clerk to Council
Anderson County, South Carolina

Approved as to form:

By: _____
Leon C. Harmon, County Attorney
Anderson County, South Carolina

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this “*Agreement*”) made and entered into as of _____, 2023 by and between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “*County*”), and [PROJECT CONNECTOR], a _____ (the “*Company*”).

WITNESSETH:

ARTICLE I RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to allow for the payment of certain fees in lieu of *ad valorem* taxes with respect to industrial properties; to issue special source revenue bonds, or in the alternative, to provide special source credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other 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.

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a distribution/manufacturing facility in the County (collectively, the “*Project*”), which will result in an expected investment by the Company in the Project of at least \$4,500,000 (the “*Investment Target*”) and the expected creation by the Company of at least twenty-eight (28) net new, full-time, jobs (with benefits) with respect thereto (the “*Jobs Creation Target*”), all by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the “*Investment Period*”).

(c) Pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will use its best efforts to place the site of the Project in a multi-county industrial and business park (the “*Park*”) established by the County pursuant to qualifying agreement with Greenville County or other adjoining county in the State (the “*Park Agreement*”).

(d) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the FILOT Act, and the Company and the County have agreed as set forth in the Fee Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company would be afforded certain credits as

described herein against its payments in lieu of taxes in respect of the Company's investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated _____, 2023, and on the terms and conditions set forth.

ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The County, subject to the limits set forth herein, agrees to enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company with respect to the Project (the "***Fee Agreement***").

Section 2.2. The Fee Agreement will be executed at such time and upon such mutually acceptable terms as the Company shall request, subject to the provisions of Sections 2.7 and 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement shall be substantially in the form generally utilized in connection with the FILOT Act, as to be agreed upon by the County and the Company. The Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will be for a period of thirty (30) years, commencing with the first year of the capital investment made under the Fee Agreement.

(b) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, such agreement will not give rise to any pecuniary liability of the County and shall not create a charge against the general credit or taxing power of the County, the State or any incorporated municipality.

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of thirty (30) years after each year of the capital investment made under the Fee Agreement during the Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of 6%; (ii) a fixed millage rate of 312.28 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2023); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The Company may dispose of and replace property subject to fee in lieu of tax payments, as set forth in Section 12-44-60 of the FILOT Act; the fee with respect to such replacement property shall be calculated in accordance with the provisions of said Section 12-44-60.

Section 2.4. The County hereby permits the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and personal property deemed necessary under the Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the Companies, in their sole discretion.

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide a special source credit against payments in lieu of taxes by the Company pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual special source credit equal to forty percent (40%) of each year's payments in lieu of taxes for years 1 through 5, and twenty-five percent (25%) for years 6 through 10 pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for ten (10) consecutive years.

Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of investment in the Project for which a special source credit is taken.

In no event shall the aggregate amount of any special source credits claimed by the Company exceed the amount expended by it with respect to the Infrastructure at any point in time.

Section 2.6. Subject to the matters contained herein, the Fee Agreement will be executed at such time and upon such mutually acceptable terms as the parties shall agree.

Section 2.7. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of the Fee Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company. The County has made no independent legal or factual investigation regarding the particulars of this Agreement or the transaction contemplated hereunder and, further, executes this Agreement in reliance upon the representations by the Company that the Agreement and related documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 2.8. Should the Company fail to meet the Investment Target or the Jobs Creation Target by the end of the Investment Period, any subsequent special source credits shall be reduced to twenty percent (20%) of that portion of payments in lieu of taxes payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the Park Agreement; except, however, if the Investment Target and the Jobs Creation Target are both met by the end of the seventh (7th) tax year following the year the Project is placed in service, then the special source credits

going forward shall return to the original schedule of twenty-five percent (25%) for years 8 through 10. Any portion of special source credits lost because of a failure to meet the Investment Target or the Jobs Creation Target by the end of the Investment Period shall not be recoverable by the Company.

ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANIES

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

(a) The Company agrees to enter into the Fee Agreement, under the terms of which it will obligate themselves to make the payments required by the FILOT Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3(d) hereof;

(b) With respect to the Project, the Company agrees to reimburse the County for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which the County might be reasonably put with regard to executing and entering into this Agreement and the Fee Agreement;

(c) The Company agrees to hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions, including reasonable legal expenses and fees;

(d) The Company agrees to apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project;

(e) The Company agrees to indemnify, defend and hold the County and the individual members, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing, carrying out or operation of the Project, including without limitation any environmental liability. The defense obligation shall be supplied with legal counsel reasonably acceptable to the County. The Company agrees also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; and

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Investment Target and the Jobs Creation Target during the Investment Period.

ARTICLE IV GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition

that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE CREDITS.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee Agreement and the Infrastructure Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreements.

Section 4.3. If for any reason this Agreement (as opposed to the Fee in Lieu of Tax and Special Source Credit Agreement, which are contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Companies on or before December 31, 2024, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the FILOT Act and the Multi-County Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of their rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or other legal entity relationship between the County and the Companies.

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below, as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

Attest:

By:_____
Renee D. Watts, Clerk to Council
Anderson County, South Carolina

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

[PROJECT CONNECTOR]

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of a resolution which was adopted by the County Council at its meeting of _____, 2023, at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

Clerk to Anderson County Council

Dated: _____, 2023

RESOLUTION NO.: 2023-046

A RESOLUTION TO APPROVE A PURCHASING/CREDIT CARD PROGRAM THROUGH SYNOVUS BANK TO BE ADMINISTERED BY THE COUNTY'S FINANCE DEPARTMENT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County desires to establish a purchasing/credit card VISA Program through Synovus Bank with a credit line of \$500,000.00 to be administered through the County's Finance Department;

WHEREAS, the purchasing cards are held by designated individual county employees and are used primarily for travel, dues renewals, and for purchases from companies which do not accept purchase cards; and

WHEREAS, Anderson County is a body politic and corporate, and the County Council has the authority pursuant to Chapter 9 of Title 4 of the Code of Laws of South Carolina 1976, as amended, to enter into contracts for the benefit of the County.

NOW, THEREFORE, be it resolved in meeting duly assembled that:

1. The County Council approves the establishment of a purchasing/credit card VISA program Synovus Bank with a credit line of \$500,000.00 to be administered through the County's Finance Department. The Chairman of the Anderson County Council is hereby authorized to sign the application documents to implement this program.

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 _____ day of October, 2023 in meeting duly assembled.

ATTEST:

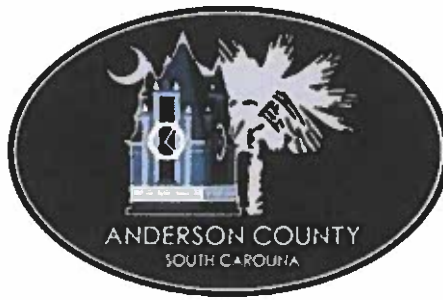
Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Renee Watts
Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney



Anderson County Central Services Division
Purchasing Department

To: Mr. Rusty Burns

From: Robert Carroll

Date: 09/27/2023

Re: Bid #24-002

Anderson County received bids on August 17th for the ACTC #134 Resurfacing Project. We had two (2) contractors to submit a bid. County staff and our Engineers recommend award to the low bidder, Roger's Group of Greer, S.C. The total price for the project is \$1,386,834.80. Staff is requesting approval of the bid at this time.

Anderson County Purchasing Department Bid Tabulation

BID #24-002 ACTC #134

	Vendor	Total Cost
1	ROGERS GROUP	\$1,386,834.80
2	KING ASPHALT	\$1,598,989.10
3	REEVES PIEDMONT	NO RESPONSE
4	PANAGAKOS	NO RESPONSE
5	PALMETTO CORP.	NO RESPONSE
6	S AND S	NO RESPONSE
7	THRIFT DEVELOPMENT	NO RESPONSE
8	THRIFT BROTHERS	NO RESPONSE
9	SLOAN	NO RESPONSE
10		
11		
12		
13		
14	AWARD TO:	Rogers Group

Appendix C

ROAD DESCRIPTION AND MILEAGE DETAILS

FILE NUMBER: ACTC 134

PROJECT NUMBER: C200813SC.14

ACTC 134 (C200813SC.14) – City of Anderson

<u>Mileage</u>	<u>Street</u>	<u>From</u>	<u>To</u>
0.86	Brittany Park	Concord Rd	Concord Rd
0.13	Sumac Street	E. Market St	Caughlin Ave
0.05	Armstrong Street	Rose Hill St	Cunningham Dr
0.18	South Prevost Street	W. Whitner St	W. Market St
0.29	B Street	Mill St	Bleckley St
0.20	Brittania Circle	Londonberry Dr	Londonberry Dr
0.05	Cobblestone Court	Londonberry Dr	Londonberry Dr
0.22	Londonberry Drive	E. Calhoun St	End
0.16	Premier Court	Fairway Green	Dead End
2.14	Miles	TOTAL CONTRACT MILEAGE	

A**C**

**ANDERSON COUNTY
TRANSPORTATION COMMITTEE**

1428 Pearman Dairy Road
Anderson SC, 29625

T**C**

**Ronald P. Townsend—Chairman
Charlie Wham—Vice Chairman
Grayson Kelly---Secretary**

SPECIFICATIONS AND PROVISIONS

FOR

RESURFACING

ANDERSON COUNTY

BID # 24-002

Proposal ID: ACTC 134


Project ID: C200813SC.14

Length: 2.14 MILES

**Type: Full Depth Patching
 CMRB
 Resurfacing**

**Brittany Park
Sumac Street
Armstrong Street
South Prevost Street
B Street
Brittania Circle
Cobblestone Court
Londonberry Drive
Premier Court**

SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624					
REQUEST FOR BIDS, OFFER, AND AWARD					
*****Solicitation Information*****					
1. SOLICITATION: #24-002	4. Brief Description of Project: ACTC #134 Resurfacing Project				
2. ISSUE DATE: July 19, 2023					
3. FOR INFORMATION CONTACT: allpurchasing@andersoncountysc.org					
SUBMIT BID TO: Anderson County Purchasing Dept. 101 South Main Street, Room 115 Anderson, S.C. 29624 Attn: Bid #24-002					
6. Submission Deadline: Thursday, August 17, 2023 Time: 11:00 A.M.					
7. Submit Sealed Bid					
8. Firm Offer Period: Bids submitted shall remain firm for a period of sixty (60) calendar days from date specified in block 6.					
>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>Offer (To be completed by Bidder)<<<<<<<<<<<<<<<<<<<<<<<<<<<<					
1. BUSINESS CLASSIFICATION	(Check Appropriate Box)	<input type="checkbox"/> Woman Business Enterprise <input type="checkbox"/> Minority Business Enterprise <input type="checkbox"/> Disadvantaged Business Enterprise			
10. Additional Information: In compliance with above, the undersigned agrees, if this bid is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.					
11. Bidder's name and address (Type or print): Rogers Group, Inc 1880 S. Hwy 14 Greer, SC 29650		12. Name & Title of Person Authorized to sign the Bid (Type or Print):  Daniel Littell, Vice President			
		13. Bidder's Signature & Date: <div style="text-align: center;">08/17/2023</div>			
E-mail address: scott.dominquez@rogersgroupinc.com					
Telephone #: 864-879-7311 Fax #: _____					
Federal Identification #: _____					
>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>Award (To be completed by Anderson County)<<<<<<<<<<<<<<<<<<<<<<<<<<<<					
14. Total Amount of Award:		15. Successful Bidder:			
16. Contracting Officer or Authorized Representative: Robert E. Carroll		17. Signature:		18. Award date:	

SECTION III: Addendum A
Base Bid Form
ACTC Project #134 Resurfacing

Name of Party submitting the Bid: Rogers Group, Inc.

To: Purchasing Manager for Anderson County

1. Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

Bid: **ACTC Project #134 Resurfacing**

Bid No.: **24-001**

<u>Qty.</u>	<u>U/M</u>	<u>Description</u>	<u>Total Price</u>
1	L/S	ACTC Project #134 Resurfacing :per attached itemized list	\$ <u>1,386,834.</u> <u>80</u>

***** Vendors must complete the itemized list *******

Appendix D

No.	Item Number	Description	Unit	Quantity	Price	Total
1	1031000	Mobilization	LS	1	\$68,700.00	\$68,700.00
2	1071000	Traffic Control	LS	1	\$80,800.00	\$80,800.00
3	2091000	Select Material for Shoulders	CY	35	\$516.20	\$18,067.00
4	3063306	Cement Modified Recycled Base (6" Uniform) Method A	SY	21842	\$10.60	\$231,525.20
5	3063310	Portland Cement for CMRB	Ton	383	\$426.60	\$163,387.80
6	3069900	Maintenance Stone	Ton	40	\$111.50	\$4,460.00
7	4011004	Liquid Asphalt Binder PG64-22	Ton	204.72	\$800.00	\$163,776.00
8	4012040	Full Depth Asphalt Patching 4" Uniform	SY	1320	\$68.50	\$90,420.00
9	4012060	Full Depth Asphalt Patching 6" Uniform	SY	300	\$112.95	\$33,885.00
10	4012080	Full Depth Asphalt Patching 8" Uniform	SY	125	\$240.00	\$30,000.00
11	4013175	Milling Existing Asphalt Pavement (1.75")	SY	25028	\$3.30	\$82,592.40
12	4013200	Milling Existing Asphalt Pavement (2")	SY	868	\$15.70	\$13,627.60
13	4013990	Milling Existing Pavement (Variable)	SY	2162	\$6.90	\$14,917.80
14	4030340	HMA Surface Course Type C	Ton	3397	\$114.40	\$388,616.80
15	6271025	24" White Solid Lines (Stop/Dia. Lines) Thermo 125 Mil	LF	156	\$13.20	\$2,059.20

Total =

\$1,386,834.80



AGENDA

SHORT-TERM RENTAL ADHOC COMMITTEE

Thursday, September 21, 2023, 9:00 a.m.
101 South Main Street, Anderson SC
Second Floor, Administrator's Conference Room
Chairman John Wright, Jr., Presiding

- 1. Call to Order** **Chairman John Wright, Jr.**
- 2. Prayer and Pledge of Allegiance** **Honorable Brett Sanders**
- 3. Discussion of Short-Term Rental Ordinance** **Mr. Jon Caime**
- 4. Citizens Comments**
- 5. Adjournment**

Tommy Dunn
Chairman, District 5

John B. Wright, Jr
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



AGENDA
Public Safety Committee Meeting
Friday, September 22, 2023, at 9:00 am
101 South Main Street
Anderson, SC
County Council Chambers
Chairman Glenn Davis, Presiding

1. CALL TO ORDER

Chairman Glenn Davis

2. INVOCATION & PLEDGE OF ALLEGIANCE

Hon. Greg Elgin

3. ANDERSON COUNTY EMERGENCY SERVICES:
Year Review

Mr. Steven Kelly

4. MEDSHORE AMBULANCE SERVICE:
Contract Review and Request

Medshore Representative

5. CITIZEN COMMENTS

6. ADJOURNMENT

Tommy Dunn
Chairman, District Five

John B. Wright, Jr.
District One

Greg Elgin
District Three

M. Cindy Wilson
District Seven

Brett Sanders
V. Chairman, District Four

Glenn Davis
District Two

Jimmy Davis
District Six

Renee Watts
Clerk to Council


Rusty Burns
County Administrator



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 3,4,5,6&7

Mail/Email/Fax to:

Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
rdwatts@andersoncountysc.org
Fax: 864-260-4356

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:
Just Jeanie Media Foundation Inc.
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
Dist 3-\$600, Dist 4-\$600, Dist 5-\$600, Dist 6- \$600, Dist 7-\$600
3. The purpose for which the funds are being requested:
Educational purposes to continue providing information to the Anderson County Community. In need of updated broadcasting equipment and marketing material
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? Yes. If so, please attach evidence of that good standing.
5. Contact Person: Jeanie Dawson-Burriss
Mailing Address: Electric City Broadcasting 132 Powell Rd. Anderson, SC 29625
Phone Number: (864) 353-8484
Email: justjeanie@spirit1051.com
6. Statement as to whether the entity will be providing matching funds: **NO**

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.

Jeanie Dawson-Burriss
Signature

Print Name

09-16-2023
Date



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 7

Mail/Email/Fax to:

Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
rdwatts@andersoncountysc.org
Fax: 864-260-4356

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

Palmetto Fishing Team

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): *District 7 Amount of \$1271.96*

3. The purpose for which the funds are being requested:

The purchase of a 10x10 canopy for tournament weigh-ins.

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.

5. Contact Person: *Chris Gurley*

Mailing Address: *211 Foster Road Williamston S.C 29657*

Phone Number: *864-933-1950*

Email: *Chris Gurley 1022@yahoo.com*

6. Statement as to whether the entity will be providing matching funds:

no

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.

Christopher Gurley
Signature

Christopher Gurley
Print Name

9-26-23
Date

Buy 2 Tents Save 5%, Buy 3 Tents Save 10%, Buy 5 or more Tents Save 15%

Classic Digital Package (10x10)

Print Package

Classic Digital Package (10x10)

\$449.00

Frame

Pro Expo Series (Red)

\$468.00

Upgrades

PRO Wheeled Bag 10x10

\$115.00

Weight Solutions

33lb Stackable Weights

\$239.96

QTY 1

Total \$1,271.96

(Price per tent: \$1,271.96)

Price Excludes Shipping & Tax

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888.777.4506 (tel:888.777.4506)

Frame	Print Options	Upgrades	Weight Solutions	Exclusive Deals	Total Price
+ \$468.00		+ \$115.00	+ \$239.96		\$1,271.96
Pro Expo Series Color: Red					

G 5.0 ★★★★★

Excellent



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 1-7

Mail/Email/Fax to:

Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
rdwatts@andersoncountysc.org
Fax: 864-260-4356

Tommy Dunn
Chairman, District 5

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Council District 3

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Council District 6

Cindy Wilson
Council District 7

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Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

Mill Town Players

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):

\$500 from each district, totaling \$3,500

3. The purpose for which the funds are being requested:

Lighting and accessibility improvements to auditorium.

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. Attached.

5. Contact Person: Will Ragland

Mailing Address: PO Box 121 Pelzer, SC 29669

Phone Number: (864) 915-5578

Email: will@milltownplayers.org

6. Statement as to whether the entity will be providing matching funds:

The requested amount would fund most of the improvements.

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.

W. Ragland
Signature

Will Ragland
Print Name

9-27-23
Date

Recreation Fund Appropriations Request

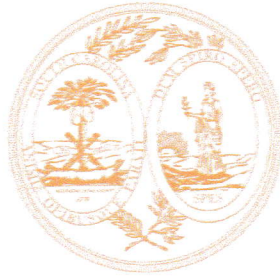
Mill Town Players - October 2023

Lighting and Accessibility Improvements

ITEM	COST
28 stack banquet chairs	\$2,003.59
3 outdoor pendant lights, 2 pole lights	\$470.76
Labor to install outdoor lights	\$700.00
LED bulbs	\$37.44
Exterior mounted light on portable	\$350.00
Upgrade flood lights to LED, add 2 parking lot lights	\$545.00
TOTAL:	\$4,106.79

Total amount requested: \$3,500.00

The State of South Carolina



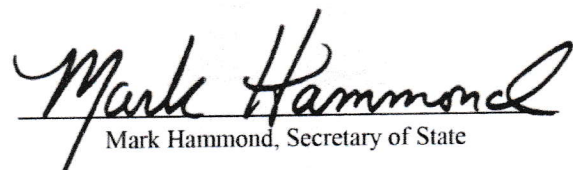
Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

MILL TOWN PLAYERS, INC., a nonprofit corporation duly organized under the laws of the State of South Carolina on May 2nd, 1994, has as of the date hereof filed as a nonprofit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-31-1421, and that the nonprofit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 23rd day
of October, 2020.


Mark Hammond, Secretary of State