

PICKENS COUNTY

SOUTH CAROLINA

COUNCIL MEMBERS

CHRIS BOWERS, CHAIRMAN
ROY COSTNER, VICE CHAIRMAN
ALEX SAITTA, VICE CHAIR PRO-TEM
C. CLAIBORNE LINVILL
CHRIS LOLLIS
HENRY WILSON



COUNTY ADMINISTRATOR

KEN ROPER

CLERK TO COUNCIL

MEAGAN NATIONS

PICKENS COUNTY COUNCIL MEETING

Monday, March 4, 2024

6:30 PM

Auditorium, County Administration Facility
222 McDaniel Avenue, Pickens SC 29671

All meetings of Pickens County Council are held in accordance with the South Carolina Freedom of Information Act, Section 30-4-70, *et seq.* of the Code of Laws of South Carolina, 1976, as amended, as well as the Organizational Rules for Pickens County Council.

WELCOME AND CALL TO ORDER:

Chairman Chris Bowers

1. INVOCATION:

Councilman Alex Saitta

PLEDGE OF ALLEGIANCE:

Vietnam Veteran Harvey James Craig

2. PUBLIC FORUM.

County Council hosts a public forum at its first regularly scheduled meeting of each month. Individuals wishing to speak during Public Forum should contact the Clerk to Council in advance of the meeting. Comments are limited to 3 minutes per participant and 30 minutes in total.

3. APPROVAL OF MINUTES:

- February 5, 2024 – Council Meeting
- February 26, 2024 – Committee of the Whole Meeting

4. ADMINISTRATOR'S REPORT

Updates from the County Administrator on operations, personnel, or other day-to-day matters.

5. COMMITTEE REPORTS

- a) Committee of the Whole – February 26, 2024
 - 1) Log No. 141 – UDSO

6. COUNCIL CORRESPONDENCE

Notification of future meeting dates and/or changes as well as community dates of interest.

7. MOTION PERIOD AND NEW BUSINESS

Matters can be added to the agenda by appropriate motion, second, and unanimous vote of council.

8. ORDINANCES FOR FIRST READING AND/OR RESOLUTIONS:

- a) CONSIDERATION OF A PROCLAMATION 2024-07 RECOGNIZING MARCH 29, 2024 AS VIETNAM WAR VETERANS DAY
- b) FIRST READING IN TITLE ONLY OF AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH GREENVILLE COUNTY PURSUANT TO SOUTH CAROLINA CODE OF LAWS 1976, SECTION 4-1-170 ET SEQ., AS AMENDED, SUCH INDUSTRIAL/BUSINESS PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND TO INCLUDE CERTAIN PROPERTY COMPRISING THE PICKENS COUNTY COMMERCE PARK AND ADDITIONAL PROPERTY WITHIN PICKENS COUNTY LOCATED ON CARTEE ROAD; TO PROVIDE FOR A WRITTEN AGREEMENT WITH GREENVILLE COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX; AND MATTERS RELATED THERETO.
- c) FIRST READING IN TITLE ONLY OF AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH OCONEE COUNTY PURSUANT TO SOUTH CAROLINA CODE OF LAWS 1976, SECTION 4-1-170 ET SEQ., AS AMENDED, SUCH INDUSTRIAL/BUSINESS PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND TO INCLUDE CERTAIN PROPERTY LOCATED ON CHASTAIN ROAD; TO PROVIDE FOR A WRITTEN AGREEMENT WITH OCONEE COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX; AND MATTERS RELATED THERETO.
- d) FIRST READING IN TITLE ONLY OF AN AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK WITH OCONEE COUNTY AND WITH THE CONSENT OF THE CITY OF SENECA KNOWN AS PROJECT SENECA MILLS.

9. ORDINANCES FOR SECOND READING:

- a) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN PICKENS COUNTY, SOUTH CAROLINA AND ONE OR MORE COMPANIES KNOWN TO THE COUNTY AT THIS TIME, COLLECTIVELY, AS PROJECT EFFICIENCY, ACTING FOR ITSELF OR THEMSELVES, ONE OR MORE SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, LESSORS OR OTHER PROJECT SPONSORS, PURSUANT TO WHICH THE COUNTY SHALL COVENANT TO ACCEPT CERTAIN NEGOTIATED PAYMENTS IN LIEU OF AD VALOREM TAXES WITH RESPECT TO CERTAIN FACILITIES IN THE COUNTY (THE "PROJECT"); (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; AND (3) OTHER MATTERS RELATING THERETO.
- b) SECOND READING OF AN ORDINANCE OF CERTAIN AMENDMENTS TO PICKENS COUNTY CODE OF ORDINANCES RELATED TO UNSAFE DILAPIDATED OR OTHERWISE SUBSTANDARD PROPERTY CONDITIONS AND MATTERS RELATED THERETO.
- c) SECOND READING OF AN ORDINANCE OF AMENDMENTS TO PICKENS COUNTY CODE OF ORDINANCES RELATED TO THE EFFICIENT, SAFE OPERATION AND MAINTENANCE OF THE COUNTY ROAD SYSTEM AND MATTERS RELATED THERETO.

10. ORDINANCES FOR THIRD READING:

- a) THIRD READING OF AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH OCONEE COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SECTION 4- 1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH OCONEE COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO (PROJECT GALT).

11. OTHER REQUEST AGENDA ITEMS:

12. CONSENT AGENDA:

Routine matters and resolutions, as well as subject referrals to Council committees, can be accomplished by one vote via the Council's Consent Agenda.

- a) 2024 Recreation Funding Applications
- b) 2024 Accommodations Tax Applications

13. EXECUTIVE SESSION

S.C. Code of Laws, Section 30-4-70 (A) allows that specifically delineated and qualifying matters may be discussed outside the presence of the public.

Contractual – Section 30-4-70 (a)(2)

- Proposed Contractual Matter relating to Parks and Recreation Department

Boards and Commissions – Section 30-4-70 (a)(1)

- Nomination to Pickens County First Steps Board
- Board Applications

14. ACTION ON EXECUTIVE SESSION ITEMS (as needed)

While the SC Freedom of Information Act allows for certain matters to be discussed outside the presence of the public, any votes on such matters can only take place once Council has returned to public session.

15. ADJOURN

No. 3:

APPROVAL OF MINUTES

- **February 5, 2024 – *Council Meeting***
- **February 26, 2024 – *Committee of the Whole***

Regular Pickens County Council Meeting

February 5, 2024

6:30 PM

County Council met in regular session, in the Auditorium of the County Administration Facility, with Chairman Chris Bowers presiding. Final agendas, bearing date, time, and location of meeting were mailed to members of council and local news media on January 31, 2024.

Council Members in Attendance:

Chris Bowers, Chairman
Roy Costner, Vice Chairman
Alex Saitta, Vice Chairman Pro-Tem
Chris Lollis
Henry Wilson
C. Claiborne Linvill

Staff in Attendance:

Ken Roper, County Administrator
Les Hendricks, Contract Attorney
Meagan Nations, Clerk to Council

WELCOME AND CALL TO ORDER:

Chairman Chris Bowers called the meeting of February 5, 2024, to order and welcome those in attendance. Chairman Chris Bowers led the Invocation and the Pledge of Allegiance.

Vice Chairman Roy Costner made a motion to move Agenda Items 8e, 8f, and 8g first on the agenda, to recognize the High School Teams who are present this evening. Motion was seconded by Councilman Alex Saitta and carried unanimously (6-0).

ORDINANCES FOR FIRST READING AND/OR RESOLUTIONS:

- *CONSIDERATION OF A RESOLUTION NO. 2024-04 CONGRATULATING D. W. DANIEL HIGH SCHOOL'S MARCHING BAND AS THE WINNERS OF THE CLASS AAA SOUTH CAROLINA BAND DIRECTOR'S ASSOCIATION MARCHING CHAMPIONSHIP.*
 - *Chairman Bowers asked for a motion to consider this Resolution. Motion was made by Councilman Chris Lollis, seconded by Councilwomen Claiborne Linvill and carried unanimously (5-0), with Councilman Henry Wilson absent from voting. Chairman Bowers recognized the Daniel High School Marching Band.*

- *CONSIDERATION OF A RESOLUTION NO. 2024-05 CONGRATULATING D. W. DANIEL HIGH SCHOOL SENIOR PEYTON O'BRIEN AS THE INDIVIDUAL 3A GIRLS GOLF STATE CHAMP*
 - *Chairman Bowers asked for a motion to consider this Resolution. Motion was made by Councilman Chris Lollis, seconded by Councilwoman Claiborne Linvill and carried unanimously (5-0), with Councilman Henry Wilson absent from voting. Chairman Bowers recognized Peyton O'Brien, Daniel High School 3A Girls Golf State Champion.*

- *CONSIDERATION OF A RESOLUTION 2024-06 CONGRATULATING D. W. DANIEL HIGH SCHOOL'S FOOTBALL TEAM AS THE WINNERS OF THE AAA SC STATE FOOTBALL CHAMPIONSHIP*
 - *Chairman Bowers asked for a motion to consider this Resolution. Motion was made by Councilman Chris Lollis, seconded by Councilwoman Claiborne Linvill, and carried unanimously (6-0). Chairman Bowers recognized the Daniel High School Football Team.*

PUBLIC FORUM:

Chairman Chris Bowers opened the Public Forum and requested the Clerk to call upon the citizens signed up to speak.

1. Ruth Stein: Ms. Stein addressed Council regarding the Animal Control Budget.
2. Kathleen Campbell: Ms. Campbell addressed Council regarding the Library.
3. Johnnelle Raines: Ms. Raines addressed Council regarding the Library.
4. Judy Brunson: Ms. Brunson addressed Council regarding the Library.
5. Mark Kilburn: Mr. Kilburn addressed Council regarding the Library.
6. Cathy Travers: Ms. Travers addressed Council regarding the Library.
7. Gigi Greenberger: Ms. Greenberger addressed Council regarding the Library.
8. Polly Keller: Ms. Keller addressed Council regarding the Library.
9. Debbie Sole: Ms. Sole addressed Council regarding the Library.
10. Pam Winters: Ms. Winters addressed Council regarding the UDSO.

Vice Chairman Roy Costner made a motion to extend Public Forum to let all speakers speak this evening. Motion was seconded by Councilman Alex Saitta and carried unanimously (6-0).

11. Beverly Hawkins: Ms. Hawkins addressed Council regarding the Library.
12. Deborah Smith: Ms. Smith addressed Council regarding the Library.
13. Bill McKinney: Mr. McKinney addressed Council regarding Housing Development.

Seeing no other public forum speakers, the Chairman closed the floor.

APPROVAL OF MINUTES:

Chairman Chris Bowers called for a motion to approve the following minutes as presented:

- January 8, 2024 Council Meeting
- January 22, 2024 Committee of the Whole Meeting

Minutes for February 5, 2024, Pickens County Council Meeting

- Motion was made by Councilman Alex Saitta and seconded by Councilman Chris Lollis. The motion carried unanimously (6-0).

ADMINISTRATOR’S REPORT:

Mr. Roper addressed Council on the following:

- Highway 183 Safety Enhancements Progress Update
- Budget Meetings with Department Heads
- Class of 2024 Leadership Enhancement Academy for Public Servants
- Collaborative Clean-Up: Environmental Enforcement, PC Sheriff’s Office, Planning, Public Works and Solid Waste
- Update from Information Systems Department re: December 14, 2023 Ransomware Attack
- Request for Council to add to agenda in Executive Session an update on proposed contractual matter with Duke Energy

Council asked Mr. Roper questions that included, but was not limited to:

- Question regarding centralizing 911 Dispatch in County
- Question regarding an update on equipment purchased at Landfill
- Question regarding Boards and Commissions
- Question regarding Library Board or Library Director reviewing books bought for Library

- Vice Chairman Roy Costner made a motion to add to the consent agenda, “Review of Library Programming and Materials Policy.” Motion was seconded by Councilman Alex Saitta. After some discussion, the motion carried (5-1), with Councilwoman Claiborne Linvill opposed.

COMMITTEE REPORTS:

Committee of the Whole Report for 12/4/23 and 12/18/23:

The Committee of the Whole met in the Main Conference Room, at the Pickens County Administration Facility, on Monday, January 22, 2024. All members of the committee were in attendance with Chairman Chris Bowers presiding at the beginning of the meeting. Chairman Chris Bowers led the Invocation and Pledge of Allegiance.

WELCOME AND CALL TO ORDER:

Chairman Chris Bowers called the Committee of the Whole meeting to order.

COMMITTEE OF THE WHOLE:

County Radio System – Log No. 80

- Mr. Roper stated Emergency Services staff would like to give an update on the County Radio System. Billy Gibson, Emergency Services Director, and Matthew Littleton, with Fleettalk by Rock Communications.
 - Council and staff had detailed discussion that included, but was not limited to:
 - Contract Execution - August 21, 2023
 - Mr. Littleton gave a brief overview of what the company has done since August 2023 and what is left to do on the project.
 - Discussion on the nine total tower sites in Pickens County
 - All county entities, including municipal fire and police departments, PRISMA, will be able to receive the radio calls
 - Discussion on long-term needs

❖ **No Action taken by the Committee.**

Council Action on Log No. 80: No Action Taken by the Committee.

Emergency Services – Log No. 220

- Mr. Roper gave a brief overview on Medic One in Pickens. Due to the excessive rain, sewage has been backing up into the building and is not suitable for employees to work in.
 - Council and staff had detailed discussion that included, but was not limited to:
 - Meredith Teske, EMS Director, gave an update on where ambulances are in Pickens for the time being.
 - Review of “Satisfaction” House, which cost \$104,555, will be located by the amphitheater.
 - Timeline and probability of getting this building.
 - Councilman Alex Saitta made a motion to approve this recommendation. The motion was seconded by Vice-Chairman Roy Costner. Discussion included:
 - Chairman Chris Bowers asked where the money will be allocated from.
 - Mr. Roper stated the fund balance, but there is also \$8 million in ARPA that must be spent by 2024.
 - Discussion between Council on using ARPA funding.
 - Discussion on what happened to the flooded medic station.
 - Vice Chairman Roy Costner amended the original motion, stating he would like to allocate funding through ARPA funding. Councilman Alex Saitta seconded the motion. The motion carried unanimously (6-0).
- ❖ **Councilman Alex Saitta made a motion to approve this recommendation. Vice-Chairman Roy Costner seconded the motion.**
- **Vice Chairman Roy Costner amended the original motion, stating he would like to allocate funding through ARPA funding. Councilman Alex Saitta seconded the motion. The motion carried unanimously (6-0).**

Council Action on Log No. 220: Councilman Alex Saitta made a motion to approve this recommendation. Vice-Chairman Roy Costner seconded the motion. Vice Chairman Roy Costner amended the original motion, stating he would like to allocate funding through ARPA funding. Councilman Alex Saitta seconded the motion. The motion carried unanimously (6-0).

Chairman Bowers stated no second is required as this comes as a recommendation from the Committee. He asked if Council had any discussion.

Seeing none, the motion carried (6-0).

Employee Handbook – Log No. 208 and Review of County Holidays – Log No. 225

- Samantha Greer, HR Manager, and Ralph Guarino, Finance Director, gave a brief overview of Pickens County Holiday Policy and a review of the Paid Holidays Observed by Counties in the FY 2022 Wage and Salary Report from the SC Association of Counties.
 - Council and staff had detailed discussion that included, but was not limited to:
 - Discussion on the Council’s Goal, “Attract & Support Passionate People”
 - Question for the Finance Director regarding the cost of a “floating holiday”
 - Discussion on floating holiday
 - The council would like the staff to research and bring back more information.

❖ **No Action taken by the Committee.**

Council Action on Log No. 208 and 225: No Action Taken by the Committee.

UDSO – Log No. 141

- Council and staff had detailed discussion that included, but was not limited to:
 - Discussion on Tree Protection
 - Parking Lot Canopy Standards
 - Open Space Subdivisions
 - Riparian Setbacks (Stormwater ordinance)
 - Discussion on Townhomes
 - Density
 - Discussion on the Development Areas Map
 - Discussion on Open Space
 - Discussion of Roberts Rules #27 and #28

❖ **No Action taken by the Committee.**

Council Action on Log No. 141: No Action Taken by the Committee.

ADJOURN:

Hearing no further Committee business, Chairman Chris Bowers called for a motion to adjourn. The motion was made by Councilman Chris Lollis, seconded by Councilman Henry Wilson, and carried unanimously (6-0). The meeting was adjourned at 8:32 p.m.

COUNCIL CORRESPONDENCE:

Chairman Chris Bowers announced the following:

- Non-Essential County Offices will be closed on Monday, February 19th for the President’s Day Holiday.
- The Committee of the Whole meeting will take place on Monday, February 26, 2024, at 6:00 p.m. in the Main Conference Room of the Administration Building.
- The next Council meeting will be held on Monday, March 4, 2024, at 6:30 p.m. in Council Chambers of the Administration Building.

Chairman Bowers called for other council correspondence.

Seeing no other correspondence, Chairman Bowers announced moving to Motion Period and New Business.

MOTION PERIOD AND NEW BUSINESS:

Chairman Chris Bowers opened the floor for motion period and new business.

- Chairman Chris Bowers made a motion to add an executive session item to this evening’s agenda regarding an update to a contractual matter with Duke Energy. Motion was seconded by Councilman Henry Wilson and carried unanimously (6-0).

Seeing no discussion, Chairman Bowers closed the floor.

ORDINANCES FOR FIRST READING AND/OR RESOLUTIONS:

- FIRST READING IN TITLE ONLY OF AN ORDINANCE OF CERTAIN AMENDMENTS TO PICKENS COUNTY CODE OF ORDINANCES RELATED TO UNSAFE DILAPIDATED OR

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OTHERWISE SUBSTANDARD PROPERTY CONDITIONS AND MATTERS RELATED THERETO.

- Chairman Bowers asked for a motion to constitute first reading in title only. A motion was made by Councilman Henry Wilson, seconded by Councilman Alex Saitta, and carried unanimously (6-0).

- FIRST READING IN TITLE ONLY OF AN ORDINANCE OF AMENDMENTS TO PICKENS COUNTY CODE OF ORDINANCES RELATED TO THE EFFICIENT, SAFE OPERATION AND MAINTENANCE OF THE COUNTY ROAD SYSTEM AND MATTERS RELATED THERETO.
 - Chairman Chris Bowers asked for a motion to constitute first reading in title only. A motion was made by Councilman Henry Wilson, seconded by Councilwoman Claiborne Linvill, and carried unanimously (6-0).

- FIRST READING IN TITLE ONLY OF AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN PICKENS COUNTY, SOUTH CAROLINA AND ONE OR MORE COMPANIES KNOWN TO THE COUNTY AT THIS TIME, COLLECTIVELY, AS PROJECT EFFICIENCY, ACTING FOR ITSELF OR THEMSELVES, ONE OR MORE SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, LESSORS OR OTHER PROJECT SPONSORS, PURSUANT TO WHICH THE COUNTY SHALL COVENANT TO ACCEPT CERTAIN NEGOTIATED PAYMENTS IN LIEU OF AD VALOREM TAXES WITH RESPECT TO CERTAIN FACILITIES IN THE COUNTY (THE “PROJECT”); (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; AND (3) OTHER MATTERS RELATING THERETO.
 - Chairman Chris Bowers asked for a motion to constitute first reading in title only. A motion was made by Vice Chairman Roy Costner, seconded by Councilman Henry Wilson, and carried unanimously (6-0).

- CONSIDERATION OF A RESOLUTION 2024-03 RECOGNIZING FEBRUARY 2024 AS AMERICAN HEART MONTH
 - Chairman Chris Bowers made a motion to consider this resolution. The motion was seconded by Councilman Chris Lollis and carried unanimously (6-0).

ORDINANCES FOR SECOND READING

- PUBLIC HEARING AND SECOND READING OF AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH OCONEE COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SECTION 4- 1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH OCONEE COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO (PROJECT GALT).

Chairman Bowers gaveled into Public Hearing on this Ordinance.

Seeing no speakers, Chairman Bowers closed the floor for Public Hearing.

Chairman Bowers asked for a motion to constitute second reading of this Ordinance.

- Motion was made by Councilman Chris Lollis, seconded by Vice Chairman Roy Costner, and carried unanimously (6-0).

ORDINANCES FOR THIRD READING

- **THIRD READING OF AN ORDINANCE No. 631 CONVEYING CERTAIN REAL PROPERTY ADJACENT TO THE OLD CENTRAL ROLLER MILL TO ISSAQUEENA MILLS, LLC AND MATTERS RELATED THERETO.**
 - Chairman Chris Bowers asked for a motion to constitute third reading. Motion was made by Councilwoman Claiborne Linvill, seconded by Councilman Chris Lollis, and carried unanimously (6-0).
- **THIRD READING OF AN ORDINANCE NO. 630, ADOPTING AN ADDITIONAL TIME PERIOD FOR THE MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR RESIDENTIAL LAND USE, DEVELOPMENT, OR SUBDIVISION CONCEPT PLANS, TO PROVIDE FOR AN IMMEDIATE EFFECTIVE DATE, AND TO PROVIDE FOR TIME TO CONSIDER INPUT AT AN ADDITIONAL PUBLIC HEARING OF A PROPOSED AMENDMENT TO THE PICKENS COUNTY UNIFIED DEVELOPMENT ORDINANCE.**
 - Chairman Chris Bowers asked for a motion to constitute third reading. Motion was made by Councilman Chris Lollis and seconded by Councilman Henry Wilson. Discussion included:
 - Vice Chairman Roy Costner made an amended motion to amend the Moratorium end date to April 1, 2024. Motion was seconded by Councilman Alex Saitta. The amended motion passed unanimously (6-0).
 - The original motion carried (6-0).

OTHER REQUEST AGENDA ITEMS:

- **CONSIDERATION OF RECOMMENDATION FROM STAFF ON ADMINISTRATION ROOF REPAIRS**
 - Mr. Roper gave an update on the Administration Roof Repairs. He presented the proposal from Building Envelope Consultants LLC to Council. He stated the total amount in the list is around \$365,000.
 - After more discussion, Chairman Chris Bowers made a motion to approve up to \$365,000 out-of-general refund for this roof repair. Motion was seconded by Councilwoman Claiborne Linvill and carried unanimously (6-0).
- **CONSIDERATION OF RECOMMENDATION OF GATEWAY SIGNAGE AND REQUEST FOR FUNDING**
 - Mr. Roper presented the Council with an example of the proposed updated gateway signage and funding request. He stated PRT is requesting funding to install nine (9) new gateway signs around Pickens County. These funds would come from the Local Accommodations Fee fund collections, 50% of which are eligible to be used for tourism-related activities in the following year. Discussion included:
 - Cost of each sign
 - Amount of money currently in ATAX Funding Account
 - Direct staff to work with local volunteer/non-profit groups to help create signage.
 - After much more discussion, Councilman Chris Lollis made a motion to add this item to the Committee of the Whole Log. Motion was seconded

by Councilman Henry Wilson and carried (5-1), with Councilwoman Claiborne Linvill opposed.

CONSENT AGENDA

- a) Library Programming and Media Policy – Committee of the Whole (*added during Administrator's Report*)

Chairman Chris Bowers asked for a motion to approve the consent agenda. A motion was made by Councilman Alex Saitta, seconded by Vice-Chairman Roy Costner, and carried unanimously (5-1), with Councilwoman Claiborne Linvill opposed.

EXECUTIVE SESSION: S.C. Code of Laws, Section 30-4-70 (a):

Chairman Chris Bowers called for a motion to convene into Executive Session as defined by S.C. Code of Laws, Section 30-4-70 (a). Chairman Bowers further stated that each issue would be discussed as the Law provides.

Boards and Commissions – Section 30-4-70 (a) (1)

- Boards and Commissions Applications

Contractual – Section 30-4-70 (a) (2)

- Update from Duke Energy

Personnel – Section 30-4-70 (a) (1)

- Citizenship Award

- Motion was made by Councilman Chris Lollis, and seconded by Vice Chairman Roy Costner. Councilman Henry Wilson asked the Attorney to please explain the purpose for Executive Session. Mr. Hendricks addressed the purpose for Executive Session. After more discussion, the motion carried unanimously (6-0), to convene in executive session for the stated purposes after a five-minute recess.

ACTION AS NEEDED VIA EXECUTIVE SESSION ITEMS:

Chairman Chris Bowers called the Public Session back to Order and advised the following:

Boards and Commissions – Section 30-4-70 (a) (1)

- Boards and Commissions Applications - **Chairman Chris Bowers made a motion to appoint Danny Garrett to the Planning Commission District 3 seat. Motion was seconded by Councilman Alex Saitta and carried unanimously (6-0).**

Contractual – Section 30-4-70 (a) (2)

- Update from Duke Energy – **No Action Taken**

Personnel – Section 30-4-70 (a) (1)

- **Citizenship Award – Chairman Chris Bowers made a motion to recognize Carl Hudson, Randy Williams, Tom Turner, and Ronnie Hall with the Citizenship Award. Motion was seconded by Councilman Henry Wilson and carried unanimously (6-0).**

ADJOURN:

Hearing no further Council business, Councilman Henry Wilson made a motion to adjourn. The motion was seconded by Councilman Henry Wilson, seconded by Councilman Chris Lollis, and carried unanimously (6-0). Pickens County Council stood adjourned at 9:09 p.m.

Respectively Submitted:

Approved:

Meagan Nations, Clerk to Council

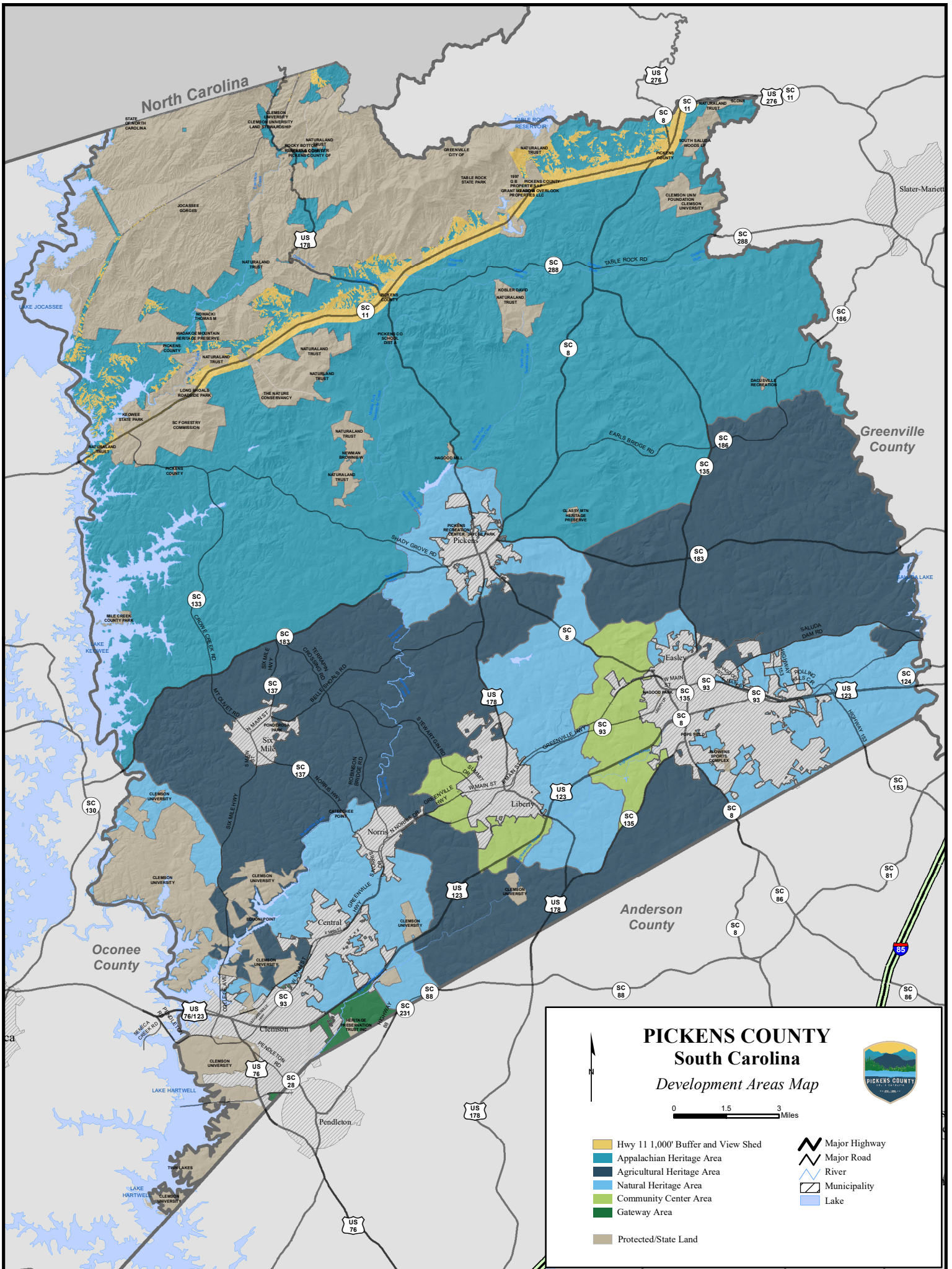
Chris Bowers, Chairman of County Council

Draft

No. 5:

COMMITTEE REPORTS

- 1) **Committee of the Whole – February 26, 2024**



PICKENS COUNTY
South Carolina
Development Areas Map



0 1.5 3 Miles

- Hwy 11 1,000' Buffer and View Shed
- Appalachian Heritage Area
- Agricultural Heritage Area
- Natural Heritage Area
- Community Center Area
- Gateway Area
- Protected/State Land
- Major Highway
- Major Road
- River
- Municipality
- Lake

COMMITTEE OF COUNCIL AS A WHOLE REPORT

Council Members:

Chris Bowers, Chairman
Roy Costner, Vice Chairman
C. Claiborne Linvill
Chris Lollis
Alex Saitta
Henry Wilson

Staff in Attendance:

Meagan Nations, Clerk to Council
Les Hendricks, Attorney
Allison Fowler, Community Development and Tourism Director
Trad Julian, Planning Supervisor

The Committee of the Whole met in the Main Conference Room, at the Pickens County Administration Facility, on Monday, February 26, 2024. All members of the committee were in attendance with Chairman Chris Bowers presiding. Councilman Chris Lollis led the Invocation and Pledge of Allegiance.

WELCOME AND CALL TO ORDER:

Chairman Chris Bowers called the Committee of the Whole meeting to order.

COMMITTEE OF THE WHOLE:

UDSO – Log No. 141

- The Planning Commission met with County Council to discuss the UDSO. Council, the Planning Commission, and staff had detailed discussion that included, but was not limited to:
 - Discussion on Traffic Study
 - Discussion on Impact Fees
 - Councilman Henry Wilson made a motion to move the impact fee study back to Planning Commission to research further on why the Sheriff's Office/Law Enforcement is not in the impact fee chart. Motion was seconded by Vice Chairman Roy Costner. After more discussion, the motion carried (5-1), with Councilman Alex Saitta opposed.
 - Discussion on Setbacks
 - Councilman Henry Wilson made a motion to send the setbacks language back to Planning Commission to research and create a matrix for setbacks for all forms of housing in the community for safety and access purposes. Motion was seconded by Vice Chairman Roy Costner and carried unanimously (5-0).
 - Chairman Chris Bowers made a motion to ask for staff to work with the County Engineer on site requirements of roads, curb cuts, and feeder roads. Motion was seconded by Councilman Henry Wilson and carried unanimously (6-0).

COMMITTEE OF COUNCIL AS A WHOLE REPORT

- Discussion on the Development Areas Map in Detail
 - Councilman Henry Wilson made a motion to change north of Saluda Dam Road to Hwy 183, and east of Hwy 135 to the county line into Agricultural Heritage Area. Motion was seconded by Councilman Alex Saitta and carried unanimously (6-0).
 - Councilwoman Claiborne Linvill made a motion to ask planning staff to report back on the financial impact of varying density decisions in the county. Motion was seconded by Councilman Henry Wilson. After more discussion, the motion carried (4-2), with Councilman Alex Saitta and Councilman Chris Lollis opposed.
- Councilman Henry Wilson made a motion to amend the agenda to move Log No. 226, Library Programming and Media Policy, to the next Committee of the Whole meeting. Motion was seconded by Chairman Chris Bowers and carried unanimously (6-0).
- Discussion on Townhomes

Library Programming and Media Policy – Log No. 226

- This Log Item will be discussed at the next Committee of the Whole meeting. See motion above.

ADJOURN:

Hearing no further Committee business, Chairman Chris Bowers called for a motion to adjourn. The motion was made by Councilman Henry Wilson, seconded by Councilwoman Claiborne Linvill, and carried unanimously (6-0). The meeting was adjourned at 9:01 p.m.

No. 8:

ORDINANCES FOR FIRST READING AND/OR RESOLUTIONS:

COUNTY OF PICKENS
VIETNAM VETERANS DAY – MARCH 29, 2024
PROCLAMATION

- WHEREAS,** President Donald Trump signed into law the Vietnam War Veterans Recognition Act of 2017; and
- WHEREAS,** this law officially designates March 29th as the day on which Americans will observe Vietnam War Veterans Day each year; and
- WHEREAS,** Vietnam War Veterans Day provides every American the opportunity to recognize, with great pride and admiration, the service, sacrifice and bravery of the men and women of the United States Armed Forces who fought in this Southeast Asian conflict to protect our great nation and preserve democracy; and
- WHEREAS,** Vietnam War Veterans Day provides each American the opportunity to proudly display the American Flag – the greatest symbol of freedom the world has ever known – to honor the over three million veterans who served in combat and support operations for eleven years; and
- WHEREAS,** Vietnam War Veterans Day provides each American the opportunity to pray for the over fifty eight thousand U.S. troops killed or missing in action and the hundreds of thousands wounded and injured; and
- WHEREAS,** Vietnam War Veterans Day also provides Pickens County the opportunity to honor and pray for the nine hundred six Palmetto State warriors who gave their lives and the thousands wounded and injured; and
- WHEREAS,** Vietnam War Veterans Day gives every American of Pickens County the opportunity to say: “THANK YOU and WELCOME HOME” to the Veterans who returned home perhaps not to a hero’s welcome, but to a divided nation, and were often met with hostility or indifference.

**NOW, THEREFORE, THE PICKENS COUNTY COUNCIL DOES HEREBY PROCLAIM
MARCH 29, 2024 AS VIETNAM WAR VETERANS DAY
AND LET’S JOIN TOGETHER TO THANK OUR VETERANS AND EXTEND A
WELCOME HOME IN 2024**

No. 9:

ORDINANCES FOR SECOND READING

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN PICKENS COUNTY, SOUTH CAROLINA AND ONE OR MORE COMPANIES KNOWN TO THE COUNTY AT THIS TIME, COLLECTIVELY, AS PROJECT EFFICIENCY, ACTING FOR ITSELF OR THEMSELVES, ONE OR MORE SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, LESSORS OR OTHER PROJECT SPONSORS, PURSUANT TO WHICH THE COUNTY SHALL COVENANT TO ACCEPT CERTAIN NEGOTIATED PAYMENTS IN LIEU OF AD VALOREM TAXES WITH RESPECT TO CERTAIN FACILITIES IN THE COUNTY (THE “PROJECT”); (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; AND (3) OTHER MATTERS RELATING THERETO.

WHEREAS, the County Council of Pickens County (the “*County Council*”), the governing body of Pickens County, South Carolina (the “*County*”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “*Code*”), particularly Title 12, Chapter 44 of the Code (the “*Fee Act*”) and Section 4-1-170 of the Code (the “*Multi-County Park Act*”) and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“*FILOT*”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Fee Act, with respect to a project; and (iii) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, one or more companies known to the County at this time, collectively, as Project Efficiency, on its or their own or together with one or more of its or their subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the “*Company*”) proposes to acquire, lease, construct, purchase, or install, or cause the acquisition, leasing, construction, purchasing, or installation of, certain new and/or existing real property, real property improvements and machinery, equipment, and other personal property in order to establish a manufacturing facility within the County (the “*Project*”), and anticipates that, should its plans proceed as expected, the Company will invest, or cause to be invested, at least \$39,063,000, in the aggregate, in the Project and create, or cause to be created, at least 277 new full-time jobs, in the aggregate, at the Project; and

WHEREAS, based on information provided to the County by the Company, the County Council has determined that the Project would subserve the purposes of the Fee Act and has made certain findings pertaining thereto in accordance with the Fee Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the County Council adopted a Resolution on December 5, 2022, whereby the County agreed to provide the benefits of a negotiated fee in lieu

of *ad valorem* tax with respect to the Project and a multi-county industrial or business park with respect to the Project; and

WHEREAS, the County and the Company have agreed to the specific terms and conditions of such arrangements in a Fee in Lieu of Tax and Incentive Agreement (the “*Fee Agreement*”) by and between the County and the Company with respect to the Project, the form of which is attached hereto as **Exhibit A**; and

WHEREAS, pursuant to the authority of the Multi-County Park Act and Article VIII, Section 13(D) of the South Carolina Constitution, the County agrees to use its best efforts to ensure that the Project is located in a multi-county industrial and business park (the “*Park*”) established pursuant to an Agreement for the Development of a Joint County Industrial and Business Park, dated September 11, 2017, by and between the County and Oconee County, South Carolina, as previously amended and subsequently amended to include the Project and as may be further amended, supplemented, or replaced from time to time (the “*Park Agreement*”), or a successor multi-county industrial and business park created in accordance with the Multi-County Park Act; and

WHEREAS, it appears that the Fee Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. As contemplated by Section 12-44-40(I) of the Fee Act, based on information provided to the County by the Company with respect to the Project, the County makes the following findings and determinations:

- (a) The Project will constitute a “project” within the meaning of the Fee Act; and
- (b) The Project, and the County’s actions herein, will subserve the purposes of the Fee Act; and
- (c) The Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; and
- (d) The Project gives rise to no pecuniary liability or charge against the general credit or taxing power of the County or any incorporated municipality; and
- (e) The purposes to be accomplished by the Project are proper governmental and public purposes; and
- (f) The benefits of the Project are greater than the costs.

Section 2.

- (a) The County hereby agrees to enter into the Fee Agreement. The Fee Agreement shall be in the form of a fee agreement, pursuant to the Fee Act, whereby the Company will agree to satisfy, or cause to be satisfied, certain investment requirements with respect

to the Project within certain prescribed time periods and the County will agree to accept certain negotiated FILOT payments with respect to the Project (“*Negotiated Payments-in-Lieu-of-Taxes*”), as set forth in Section 2(b) hereof and in accordance with the terms of the Fee Agreement.

(b) (i) The Negotiated Payments-in-Lieu-of-Taxes shall be determined using: (1) an assessment ratio of 6%, (2) the lowest millage rate allowed with respect to the Project pursuant to Section 12-44-50(A)(1)(d) of the Fee Act, as set forth in greater detail in the Fee Agreement, which millage rate shall be fixed pursuant to Section 12-44-50(A)(1)(b)(i) of the Fee Act for the full term of the Negotiated Payments-in-Lieu-of-Taxes; (3) the fair market value of the Project, as determined in accordance with Section 12-44-50(A)(1)(c) of the Fee Act; and (4) and such other terms and conditions as will be specified in the Fee Agreement.

(c) (ii) The Negotiated Payments-in-Lieu-of-Taxes shall be calculated as provided in this Section 2(b) for all Economic Development Property (as defined in the Fee Agreement) placed in service during the Investment Period (as defined in the Fee Agreement). For each annual increment of investment in Economic Development Property, the annual Negotiated Payments-in-Lieu-of-Taxes shall be payable for a payment period of twenty (20) years. Accordingly, if such Economic Development Property is placed in service during more than one year, each year’s investment during the Investment Period shall be subject to the Negotiated Payments-in-Lieu-of-Taxes for a payment period of twenty (20) years.

Section 3. The County will use its best efforts to insure that the Project will be included, and will remain, within the boundaries of the Park (or a successor park) pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution and the Park Agreement (or successor park agreement) on terms which provide the Company and the Project with additional jobs creation tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks.

Section 4. The form, provisions, terms, and conditions of the Fee Agreement, as attached as an exhibit hereto, is hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of the County Council is hereby authorized, empowered, and directed to execute the Fee Agreement in the name and on behalf of the County; the Clerk to the County Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the County Council is further authorized, empowered, and directed to deliver the Fee Agreement to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 5. The Chairman of the County Council, the County Administrator, and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to Fee Agreement. The Chairman of the County Council and the County Administrator, or either one of them acting alone, are hereby

authorized to execute and deliver on behalf of the County all deeds and other certificates and documents as they deem necessary, upon advice of counsel, to accomplish the foregoing.

Section 6. The provisions of Ordinance No. 452 of the County regarding the allocation of fee-in-lieu of ad valorem taxes to the Pickens County Taxing Entities (as defined therein) shall be applicable to the Negotiated Payments-in-Lieu-of-Taxes received or retained by Pickens County pursuant to the Fee Agreement. The Pickens County Treasurer shall distribute all Negotiated Payments-in-Lieu-of-Taxes received and retained by Pickens County in accordance with Ordinance No. 452.

Section 7. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 8. All orders, 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 and approval.

[Remainder of Page Left Blank]

Enacted and approved, in meeting duly assembled, this ____ day of _____, 20__.

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Chris Bowers
Chairman, County Council

[SEAL]

Attest:

By: _____
Meagan Nations, Clerk to County Council,
Pickens County, South Carolina

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

EXHIBIT A

DRAFT OF FEE AGREEMENT

See attached.

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and between

PICKENS COUNTY, SOUTH CAROLINA

and

PROJECT EFFICIENCY OPERATING COMPANY

and

PROJECT EFFICIENCY REAL PROPERTY OWNER

Dated _____, 2024

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EXHIBIT A: SITE DESCRIPTION

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

This **FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT** (“*Fee Agreement*”) is made and entered into as of [_____, 2024], by and between **PICKENS COUNTY, SOUTH CAROLINA** (the “*County*”), 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*”) as governing body of the County, and a company known to the County at this time as **PROJECT EFFICIENCY OPERATING COMPANY**, and a company known to the County at this time as **PROJECT EFFICIENCY REAL PROPERTY OWNER**, each along with its affiliated or related entities, and assigns, as Sponsor (each, a “*Company*” and collectively, the “*Companies*”) and any other entity that may join as a Sponsor Affiliate as the term is defined in this Fee Agreement (hereinafter, the County, the Companies, and any Sponsor Affiliate are referred to individually as a “*Party*” and, collectively, as “*Parties*”).

RECITALS:

WHEREAS, to induce companies to locate in the State of South Carolina (the “*State*”) and to encourage companies now located in the State to expand their investments and thus make use of and employ workers and other resources of the State, the County is authorized by the Code of Laws of South Carolina 1976, as amended (the “*Code*”) and particularly Title 12, Chapter 44 of the Code (the “*Fee Act*”), to enter into a fee agreement with companies meeting the requirements of the Fee Act which identifies certain property of such companies as Economic Development Property (as defined herein) and provides for the payment of negotiated payments-in-lieu-of-taxes with respect to such property, and the County is further authorized by Title 4, Chapter 1 of the Code (the “*Multi-County Park Act*”) and Article VIII, Section 13 of the Constitution of the State (the “*Multi-County Park Provision*”) to designate properties as part of a multi-county industrial or business park (a “*Multi-County Park*”), all of which enhances the economic development of the County;

WHEREAS, pursuant to the Fee Act, the County finds that (a) it is anticipated that the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, in order to induce the Companies to make, or cause to be made, new or additional investment through the development or expansion of facilities located in the County, the County agreed (i) to enter into a fee agreement under the Fee Act with the Companies whereby the County would, under certain circumstances, accept certain negotiated payments-in-lieu-of-taxes with respect to the Project and (ii) to the inclusion and maintenance of the Project in a Multi-County Park; and

WHEREAS, pursuant to a Resolution adopted December 5, 2022 (the “*Inducement Resolution*”), the County Council identified the Project, as required under the Fee Act, and pursuant an Ordinance enacted on [_____, 2024 (the “*Ordinance*”), the County Council, authorized the County (i) to enter into this Fee Agreement with the Companies, which, establishes, among other things, a negotiated payment-in-lieu-of-taxes arrangement and identifies the property comprising the Project as Economic Development Property, subject to the terms and conditions hereof and the provisions of the Fee Act, all as set forth in greater detail herein; and (ii) to provide other incentives further described in this Fee Agreement, including, without limitation, the inclusion and maintenance of the Project in a Multi-County Park.

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

ARTICLE I

RECAPITULATION AND DEFINITIONS

SECTION 1.1. Statutorily Required Recapitulation. Pursuant to Section 12-44-55(B) of the Fee Act, the Parties agree to waive a portion of the recapitulation requirements of Section 12-44-55 of the Fee Act. If any Company should be required to retroactively comply with all of the recapitulation requirements of Section 12-44-55 of the Fee Act, then the County agrees to waive any and all penalties and fees of the County for such Company’s noncompliance. The recapitulations required by Section 12-44-55(A) of the Fee Act are as follows:

1. Legal name of each party to the Agreement: Pickens County, South Carolina and a company known to the County at this time as Project Efficiency Operating Company and a company known to the County at this time as Project Efficiency Real Property Owner
2. County and street address of the project and property subject to the Agreement:
County: Pickens County
Address: [_____

_____]
3. Length and term of the Agreement: Not to exceed 20 years
4. The assessment ratio applicable for each year of the Agreement: 6%
5. The millage rate applicable for each year of the Agreement: 262.1 mills [NTD: confirm correct]
6. Minimum investment agreed upon: \$39,063,000, of which at least \$24,063,000 shall consist of taxable investment, and whether or not such investment qualifies as Economic Development Property hereunder

7. Schedule showing the amount of the fee and its calculation for each year of the agreement: This provision has been waived.
8. Schedule showing the amount to be distributed annually to each of the affected taxing entities: This provision has been waived.
9. Statements answering the following questions:
 - a. Is the project located in a multi-county park? Yes
 - b. Is disposal of property subject to the fee allowed? Yes
 - c. Will special source revenue bonds be issued or credits for infrastructure investment be allowed in connection with this project? No
 - d. Will payment amounts be modified using a net present value calculation? No
 - e. Do replacement property provisions apply? Yes
10. Any other feature or aspect of the agreement which may affect the calculations of items (7) and (8): This provision is waived.
11. Description of the effect upon the schedules required by items (7) and (8) of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8): This provision is waived.
12. Which party or parties to the Agreement are responsible for updating any information contained in the summary document? This provision is waived.

SECTION 1.2. *Rules of Construction; Use of Defined Terms.* Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document or agreement shall include any amendments, supplements, addenda, and modifications to that document, unless the context clearly indicates otherwise.

From time to time, reference is made herein to the term taxes or *ad valorem taxes*. All or portions of the Project are, or will be, located in the Multi-County Park and, as such, are or may be exempt from *ad valorem* taxation under and by virtue of the provisions of Multi-County Park Provision and the Multi-County Park Act. With respect to the Project, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the Multi-County Park Provision and the Multi-County Park Act, and where this Fee Agreement refers to payments of taxes or Negotiated Payments-in-Lieu-of-Taxes, such references shall be construed to mean the payments to the County and Oconee County, South Carolina.

SECTION 1.3. *Definitions.*

“**Act**” means, collectively, Title 12 Chapter 44 of the Code (the “*Fee Act*”) and Title 4, Chapter 1 of the Code (the “*Multi-County Park Act*”).

“**Administration Expenses**” mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Fee Agreement and in the

implementation of its terms and provisions, including attorneys' fees at the hourly rates which are standard for legal services to the County but excluding any expenses incurred by the County in defending suits brought by any Company or any Sponsor Affiliate under Section 9.2 hereof; provided, however, that no such expense shall be considered an Administration Expense unless the County shall have furnished to the Company or Sponsor Affiliate required to pay such expense hereunder an itemized statement of all expenses incurred; and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

"Affiliate" means any corporation, limited liability company, partnership or other Person or entity which now or hereafter, directly or indirectly, owns all or part of any Company or any Sponsor Affiliate or in which any Company or any Sponsor Affiliate now or hereafter has and maintains, directly or indirectly, a minimum 51% equity interest, and any subsidiary, affiliate or other Person, individual, or entity, who bears a relationship to any Company or any Sponsor Affiliate as described in Section 267(b) of the Internal Revenue Code.

"Applicable Governmental Body" means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

"Chair" means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

"Clerk" means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

"Code" means Code of Laws of South Carolina 1976, as in effect on the date hereof and as the same may be amended from time to time.

"Commencement Date" means the last day of the property tax year during which Project property, consisting of Economic Development Property, is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the Parties have entered into this Fee Agreement. The Parties presently anticipate that the Commencement Date may be, but shall not be required to be, **[December 31, 202_]**.

"Company" means each of the Operating Company and the Real Property Owner, each with respect to its respective portion of the Project.

"Companies" means the Operating Company and the Real Property Owner, collectively.

"Contractual Minimum Requirement" means an investment by the Companies and, as applicable, any Sponsor Affiliate(s) in the Project of at least \$39,063,000, of which at least \$24,063,000 shall consist of taxable investment (without regard to depreciation, reassessment, or other diminution in value), and whether or not such investment qualifies as Economic Development Property, in the aggregate, within a period commencing on January 20, 2022 (*i.e.*,

the date on which the Real Property Owner acquired title the Site) and ending at the end of the Investment Period.

“County” means Pickens County, South Carolina, and its successors and assigns.

“County Administrator” means the County Administrator for the County (or the person or persons authorized to perform the duties thereof in the absence of the County Administrator).

“County Council” means the County Council of the County.

“Documents” mean the Inducement Resolution, the Ordinance, the Multi-County Park Agreement, the Ordinances and/or Resolutions enacted and/or adopted by the County Council to create the Multi-County Park and to add the Site and the Project to the Multi-County Park and this Fee Agreement.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“Economic Development Property” means all property qualifying as economic development property (as defined by the Fee Act), including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Fee Act, together with all Replacement Property.

“Equipment” means all of the machinery, equipment, furniture, fixtures, and other personal property, together with any and all additions, accessions, replacements and substitutions thereto or therefor for the purposes of the Project.

“Event of Default” means any Event of Default specified in Section 9.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement, dated as of the date first written above, by and between the County and the Companies.

“Fee Term” means the duration of the Negotiated Payments-in-Lieu-of-Taxes arrangement with respect to each Stage of the Project as specified in Section 5.3 hereof.

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

“Investment Period” means the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the last day of the fifth property tax year following the Commencement Date, subject to any further extension of such period as provided in Section 3.2(b) hereof. By way of example, in the event that the Commencement Date is December 31, 2022, the Investment Period applicable to both the Real Property Owner

and the Operating Company (absent any extension of such period as provided in Section 3.2(b) hereof) would end on December 31, 2027.

“Multi-County Park” means the multi-county industrial or business park established pursuant to the Multi-County Park Agreement, and any multi-county industrial or business park which includes the Project and which is designated by the County as such pursuant to the any agreement that supersedes or replaces the initial Multi-County Park Agreement.

“Multi-County Park Agreement” means the Agreement for the Development of a Joint-County Industrial and Business Park dated September 11, 2017, by and between the County and Oconee County, South Carolina, as previously amended and subsequently amended to include the Project and as further be amended, supplemented, or replaced from time to time.

“Negotiated Payments-in-Lieu-of-Taxes” means the payments to be made pursuant to Section 5.1 of this Fee Agreement with respect to that portion of the Project consisting of Economic Development Property.

“Operating Company” means a company known to the County at this time as Project Efficiency Operating Company, and its affiliated or related entities, successors and assigns.

“Ordinance” means the Ordinance adopted by the County on [_____, 2024], authorizing this Fee Agreement.

“Person” means and includes any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“Project” means: (i) buildings and other Improvements at the Site whether or not qualifying as Economic Development Property, including, but not limited to, water, sewage treatment and disposal facilities, air pollution control facilities, and those certain existing Improvements acquired by the Real Property Owner on [_____]; (ii) all Equipment; and (iii) any Replacement Property, all as measured in accordance with the provisions of Section 4.1 hereof.

“Real Property Owner” means a company known to the County at this time as Project Efficiency Real Property Owner, and its affiliated or related entities, successors and assigns.

“Replacement Property” means any property placed in service after the Investment Period as a replacement for any Equipment or any Improvement regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Site” means the site in the County at which the Project is to be located, and which any Company utilizes pursuant to any fee or leasehold interest or other access arrangement, the initial portion of which Site is further described in **Exhibit A** hereto.

“**Sponsor Affiliate**” means a Person that joins with, or is an Affiliate of, any Company whose investment with respect to the Project shall be considered part of the Project and, to the extent such investment qualifies as Economic Development Property, qualify for Negotiated Payments-in-Lieu-of-Taxes and other benefits pursuant to Section 5.1 hereof and Sections 12-44-30 and 12-44-130 of the Fee Act.

“**Stage**” in respect of the Project, means each annual increment of Economic Development Property placed in service during each year of the Investment Period.

“**State**” means the State of South Carolina.

“**Statutory Minimum Requirement**” means investment in the Project of at least \$2,500,000 (without regard to depreciation, reassessment, or other diminution in value) within the Investment Period, in accordance with Section 12-44-30(14) of the Fee Act.

SECTION 1.4. Internal References. Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document. References herein to Title, Chapters or Sections, except the references to Sections of this Fee Agreement or where the intent clearly requires otherwise, refer to Sections of the Code. The words “hereof”, “herein”, “hereunder”, and other words of similar impact refer to this Fee Agreement as a whole.

ARTICLE II

LIMITATION OF LIABILITY; EXEMPTION FROM AD VALOREM TAXES

SECTION 2.1. Limitation of Liability. Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

SECTION 2.2. Exemption from Ad Valorem Taxes. The County and the Companies acknowledge that pursuant to the Act, upon execution of this Fee Agreement, no part of the Project consisting of Economic Development Property will be subject to *ad valorem* property taxation in the State, and that this factor, among others, is the basis upon which the Companies have entered into this Fee Agreement.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 3.1. *Representations and Warranties of the County.* The County makes the following representations and warranties to the Companies and covenants with the Companies as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the validity or enforceability of the Documents, the County's obligations hereunder, or the consummation of the transactions described in the Documents.

(d) Neither the existence of the County nor the rights of any members of County Council to their offices is being contested and none of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the County, State and all other Applicable Governmental Bodies in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) The Project constitutes a "project" within the meaning of the Act.

(g) By due corporate action, the County has agreed that, subject to compliance with applicable provisions of the Fee Act, each item of real and personal property comprising the Project shall be considered Economic Development Property.

(h) The Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County under present law in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

SECTION 3.2. *Covenants by the County.* The County covenants with the Companies as follows:

(a) The County agrees to do all things deemed reasonably necessary as requested by any Company in writing in connection with the Project including but not limited to the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) To the extent permitted by law, any Company may request of the County, and the County may approve in its sole discretion, an extension of the Investment Period in accordance with and up to the limits permitted under Section 12-44-30(13) of the Fee Act; provided, however, any such request by the Real Property Owner shall, during the term of any lease or similar agreement between the Operating Company and the Real Property Owner, require the prior written consent of the Operating Company. The grant of any such extension by the County may be approved by a resolution of County Council. Upon the granting of any such extension the County agrees to, at the Companies' expense, cooperate with the Companies in assisting the Companies to file with the DOR a copy of documentation evidencing such extension within thirty days of the date of execution thereof by the County.

SECTION 3.3. *Representations and Warranties of the Operating Company.* The Operating Company makes the following representations and warranties to the County:

(a) The Operating Company is a [_____] authorized or to be authorized to transact business in the State. The Operating Company has full power to execute the Documents to which it is a party and to fulfill its obligations described in such Documents and, by proper action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Operating Company is a party, nor the consummation and performance of the transactions described in such Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the Operating Company is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Operating Company wherein an unfavorable decision, ruling or finding would adversely and materially affect the consummation of the transactions described in the Documents to which the Operating Company is a party.

(d) All consents, authorizations and approvals required on the part of the Operating Company in connection with the execution, delivery, and performance by the Operating Company of Documents to which the Operating Company is a party and the transactions

contemplated thereby and the acquisition, construction and installation of its respective portion of the Project have been obtained and remain in full force and effect or will be obtained.

(e) The Documents to which the Operating Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Operating Company enforceable against the Operating Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

SECTION 3.4. *Representations and Warranties of the Real Property Owner.* The Real Property Owner makes the following representations and warranties to the County:

(a) The Real Property Owner is a [_____] authorized or to be authorized to transact business in the State. The Real Property Owner has full power to execute the Documents to which it is a party and to fulfill its obligations described in such Documents and, by proper action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Real Property Owner is a party, nor the consummation and performance of the transactions described in such Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the Real Property Owner is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Real Property Owner wherein an unfavorable decision, ruling or finding would adversely and materially affect the consummation of the transactions described in the Documents to which the Real Property Owner is a party.

(d) All consents, authorizations and approvals required on the part of the Real Property Owner in connection with the execution, delivery, and performance by the Real Property Owner of Documents to which the Real Property Owner is a party and the transactions contemplated thereby and the acquisition, construction and installation of its respective portion of the Project have been obtained and remain in full force and effect or will be obtained.

(e) The Documents to which the Real Property Owner is a party are (or, when executed, will be) legal, valid and binding obligations of the Real Property Owner enforceable against the Real Property Owner in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 4.1. *The Project.* The Companies and, as applicable, any Sponsor Affiliate(s), have acquired, leased, constructed and/or installed or made plans for the acquisition, lease, construction and/or installation of certain real property, real property improvements, including, without limitation, the Improvements, and machinery, equipment, and other personal property, including, without limitation, the Equipment, which comprise the Project and are anticipated to create, or cause the creation of, 277 full-time jobs, in the aggregate, at the Project. The Parties agree that Project property shall consist of such property and any additional real and/or personal property as may be identified by any Company, Affiliates, or other third parties that have entered into any financing, lease, license or other access arrangement with any Company or any Affiliates with respect to Project property, in connection with annual filings with the DOR of a SCDOR PT-300, or comparable property tax or fee in lieu of tax forms, including any schedules thereto (as such filings may be amended or supplemented from time to time), for each year within the Investment Period and, with respect to Replacement Property, for each year thereafter during the term of this Fee Agreement.

Pursuant to the Fee Act, the Companies and the County hereby agree that to the extent that the property comprising the Project is Economic Development Property, it will remain Economic Development Property so long as such property meets the requirements of the Fee Act.

Notwithstanding any other provision of this Fee Agreement, any Company or Sponsor Affiliate may place property into service, without any limit as the amount thereof, at any time under this Fee Agreement, but such property may only qualify as Economic Development Property if it is placed in service during the Investment Period, including any additional extension period, or is Replacement Property.

All investment in the Project by any Company, by any of its Affiliates, and by any third party to the extent that any Company or any of its Affiliates utilizes the property funded by such third party pursuant to any financing, lease, license, or other access arrangement shall, to the extent permitted by law, count toward any investment requirement or threshold specified in this Fee Agreement including, without limitation, the Contractual Minimum Requirement and the Statutory Minimum Requirement. Any Sponsor Affiliate shall hereby be entitled, to the extent permitted by the Fee Act, to all rights and benefits set forth in this Fee Agreement including, without limitation, the Negotiated Payments-in-Lieu-of-Taxes arrangement specified in Section 5.1 hereof and shall be bound by all of the terms and provisions of this Fee Agreement related thereto, except as provided otherwise in any separate written agreement, all with respect to each such entity's portion of the Project. The Companies shall notify DOR in writing of all such entities to benefit from the Negotiated Payments-in-Lieu-of-Taxes arrangement in accordance with Section 12-44-130(B) of the Fee Act. Any other entity to whom any Company intends to extend the benefits of the Negotiated Payments-in-Lieu-of-Taxes arrangement may, at the request of such Company, be approved by a resolution passed by the County Council, in its sole discretion; provided, however, any such request by the Real Property Owner shall, during the term of any lease or similar agreement between the Operating Company and the Real Property Owner, require the prior written consent of the Operating Company.

SECTION 4.2. *Diligent Completion.* The Companies agree to use commercially reasonable efforts to cause the acquisition, construction and installation of the Project by the end of the Investment Period; however, notwithstanding anything contained in this Fee Agreement to the contrary, the Companies shall not be obligated to complete, or cause the completion of, the acquisition, construction, and installation of the Project and any Company may terminate this Fee Agreement with respect to all or a portion of its respective portion of the Project as set forth in Article X herein; provided, however, any such termination by the Real Property Company shall require the prior written consent of the Operating Company.

SECTION 4.3. *Modifications to Project.* Any Company may make, or cause to be made, from time to time any additions, modifications or improvements to its respective portion of the Project that it may deem desirable for its business purposes.

SECTION 4.4. *Payment of Administration Expenses.* The Companies shall reimburse, or cause to be reimbursed, the County, from time to time, for the County's Administration Expenses incurred in the fulfillment of its obligations hereunder, or in the implementation of this Fee Agreement's terms and provisions, with respect to the Companies, promptly upon written request therefor, but in no event later than sixty days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the Project or the incentives authorized hereby, and aside from the attorneys' fees set forth below, the County anticipates no out of pocket expenses in connection with this Fee Agreement and the transactions contemplated hereunder. The parties understand that legal counsel to the County has estimated its fees and other expenses for the review of the Inducement Resolution, this Fee Agreement, the Multi-County Park Agreement, and all resolutions, ordinances and other documentation related thereto at \$2,500, and, absent unforeseen circumstances, such fees shall not exceed \$3,000. The Companies shall pay, or cause the payment of, such amount to the County within 30 days of the execution of this Fee Agreement.

SECTION 4.5. *Reports, Filings.* In accordance with Section 12-44-90 of the Fee Act, the Companies shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of DOR, to be filed with the County Auditor, the County Assessor, the County Treasurer and DOR within thirty days after the date of execution and delivery hereof and shall also cause a copy of this Fee Agreement to be filed with the County Auditor and the County Assessor of Oconee County, South Carolina. In addition, for each year during the Fee Term, each Company shall provide the County Auditor, the County Assessor, and the County Treasurer with a copy of all annual filings made by such Company to DOR with respect to its respective portion of the Project, pursuant to this Fee Agreement and the Fee Act.

ARTICLE V

NEGOTIATED PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF NEGOTIATED PAYMENTS-IN-LIEU-OF-TAXES

SECTION 5.1. *Negotiated Payments-in-Lieu-of-Taxes.* The parties acknowledge that under Article X, Section 3 of the Constitution of the State, the Project is exempt from *ad valorem*

property taxes. However, each Company and any Sponsor Affiliates shall be required to make, or cause to be made, Negotiated Payments-in-Lieu-of-Taxes with respect to its respective portion of the Economic Development Property comprising the Project as provided in this Section 5.1. In accordance with the Fee Act, and unless this Fee Agreement is sooner terminated, each Company and any Sponsor Affiliates shall make, or cause to be made, annual Negotiated Payments-in-Lieu-of-Taxes with respect to its respective portion of the Economic Development Property comprising the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Fee Act. Such amounts shall be calculated and payable as follows:

(a) Subject to the provisions of Section 5.4 hereof, the County has agreed to accept, and each Company has agreed to make, or cause to be made, annual Negotiated Payments-in-Lieu-of-Taxes with respect to its respective portion the Economic Development Property comprising the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using (i) an assessment ratio of 6%; (ii) a millage rate which is fixed at 262.1 mills; and (iii) the fair market value of such property which shall be determined in accordance with Section 12-44-50(A)(1)(c) of the Fee Act as follows:

(i) for real property if such real property is constructed for the fee or is purchased in an arm's length transaction, by utilizing the original income tax basis for South Carolina income tax purposes without regard to depreciation, reassessment, or other diminution in value, which value shall remain fixed for the Fee Term; and

(ii) for personal property, using the original income tax basis for South Carolina income tax purposes less depreciation, reassessment, or other diminution in value, allowable for property tax purposes, except that the Companies are not entitled to extraordinary obsolescence.

(b) The Negotiated Payments-in-Lieu-of-Taxes shall be made on the basis that the Economic Development Property comprising the Project, if it were otherwise subject to *ad valorem* property taxes, would be allowed all applicable exemptions from those taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

(c) Each Company and any Sponsor Affiliate shall make, or cause to be made, Negotiated Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the property tax year following the year Project property consisting of Economic Development Property is first placed in service. The Negotiated Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) Any Economic Development Property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs

(a), (b) and (c), above, for a period not exceeding the Fee Term as provided for in Section 5.3 herein. Pursuant to and subject to the Fee Act: (i) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year; (ii) Replacement Property shall be deemed to replace the oldest property subject to the Negotiated Payments-in-Lieu-of-Taxes which is disposed of in the same property tax year that the Replacement Property is placed in service; (iii) more than one piece of Replacement Property can replace a single piece of property; (iv) Replacement Property does not have to serve the same function as the Project property it is replacing; (v) to the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Project property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for Economic Development Property were not allowed; and (vi) Replacement Property is entitled to Negotiated Payments-in-Lieu-of-Taxes pursuant to this Section 5.1 hereof for the remaining portion of the Fee Term hereof applicable to the property which it is replacing.

SECTION 5.2. *Disposal of Property; Replacement Property.*

(a) In any instance where any Company or any Sponsor Affiliate in its sole discretion determines that any item or items of property included in its respective portion of the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, such Company or such Sponsor Affiliate may remove such item (or such portion thereof as such Company or such Sponsor Affiliate shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 5.4 hereof with regard to the maintenance of certain investment levels, and this Section 5.2 with respect to Replacement Property, the Negotiated Payments-in-Lieu-of-Taxes required by Section 5.1 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2.

(b) Any Company or any Sponsor Affiliate may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Sections 5.1(d) and 5.2(a) hereof. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced.

SECTION 5.3. *Fee Term.* The applicable term of this Fee Agreement shall be measured for each Stage beginning from the last day of the property tax year in which such Stage of the Project is placed in service through the last day of the property tax year which is the nineteenth year following such year; provided, that the maximum term of this Fee Agreement shall not be more than twenty years from the end of the last year of the Investment Period. This Fee Agreement shall terminate, as to the Negotiated Payments-in-Lieu-of-Taxes arrangement, with respect to the Project or any Stage or part thereof, upon the earlier to occur of (a) payment of the

final installment of Negotiated Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by any Company of its option to terminate pursuant to Section 10.1 hereof; provided, however, any such termination by the Real Property Company shall require the prior written consent of the Operating Company.

SECTION 5.4. *Failure to Achieve or Maintain Investment Requirements.*

(a) In the event that the Contractual Minimum Requirement is not satisfied by the end of the Investment Period, then the Negotiated Payments-in-Lieu-of-Taxes shall revert retroactively to *ad valorem* property taxation and the County shall terminate this Fee Agreement. In the event that the County terminates this Fee Agreement pursuant to the provisions of this Section 5.4, within one hundred eighty days of the end of the Investment Period, each Company and any Sponsor Affiliate shall make, or cause to be made, payments to the County in an amount equal to the difference between the Negotiated Payments-in-Lieu-of-Taxes theretofore made and the amount of *ad valorem* property taxes which would otherwise have been due, subject to Section 5.4(c) hereof, provided, however, that notwithstanding the foregoing provisions of this Section 5.4(a), as long as the Statutory Minimum Requirement is nevertheless satisfied by the end of the Investment Period, upon request of any Company, the County may by resolution of County Council, in its sole discretion, elect to waive any or all of the differential payment to the County otherwise required by this Section 5.4(a).

(b) If, during the remainder of the Fee Term following the end of the Investment Period, aggregate investment in the portion of the Project consisting of Economic Development Property, without regard to depreciation, reassessment, or other diminution in value, falls below \$24,063,000, or such lower level as may hereafter be agreed to by the County, then the portion of the Project consisting of Economic Development Property shall prospectively be subject to *ad valorem* property taxation or payments-in-lieu-of-taxes pursuant to the Multi-County Park Act, as the case may be, subject to Section 5.4(c) hereof, provided, however, that notwithstanding the foregoing provisions of this Section 5.4(b), as long as the Statutory Minimum Requirement is nevertheless maintained, upon request of any Company, the County may by resolution of County Council, in its sole discretion, elect to waive any or all of the increased payments-in-lieu-of-taxes to the County otherwise required by this Section 5.4(b).

(c) In the event that any Company or any Sponsor Affiliate is required to make, or to cause to be made, any differential payment to the County or is no longer eligible for Negotiated Payments-in-Lieu-of-Taxes, pursuant to paragraphs (a), or (b) of this Section, in calculating any such differential payment or prospective *ad valorem* property tax or payments-in-lieu-of-taxes pursuant to the Multi-County Park Act due from such Company or Sponsor Affiliate, such Company or Sponsor Affiliate shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* property taxes (or fees in lieu of property taxes) provided by Article X, Section 3 of the Constitution of the State, and any other property tax exemption that would have been available to such Company or Sponsor Affiliate; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if such Company or Sponsor Affiliate were obligated to pay *ad valorem* property taxes hereunder or under the Fee Act.

(d) Notwithstanding anything herein to the contrary, including without limitation the provisions of Section 9.2 hereof, the remedies stated in this Section 5.4 hereof shall be the County's sole remedies for failure to meet any required investment, or, if applicable, job creation or retention, level hereunder or under the Fee Act.

SECTION 5.5. *Multi-County Park Designation.*

(a) The County agrees to include, if not already so included, and to maintain, the Project and the Site in a Multi-County Park, pursuant to the Multi-County Park Provision and the Multi-County Park Act, on terms which provide any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks for all full-time jobs created at the Site and the Project during the Fee Term, and to undertake and execute those procedures, instruments, ordinances, resolutions and documents as may be reasonably required to accomplish same.

(b) [Reserved]

SECTION 5.6. *Leased Equipment.* To the extent that applicable law allows or is revised or construed to allow the benefits of the Fee Act, in the form of Negotiated Payments-in-Lieu-of-Taxes as described in Section 5.1 hereof, to be applicable to personal property to be installed at the Project and leased to but not purchased by any Company or, as applicable, any Sponsor Affiliate, from at least one third party, under any form of lease, then that personal property, at such Company's or Sponsor Affiliate's sole election, will become subject to Negotiated Payments-in-Lieu-of-Taxes to the same extent as the Equipment under this Fee Agreement, upon proper application of the law and applicable procedures by such Company or, as applicable, such Sponsor Affiliate and so long as the values of such leased assets are reported by such Company or, as applicable, such Sponsor Affiliate on their respective SCDOR PT-300.

ARTICLE VI

PROPERTY TAX EXEMPTION AND ABATEMENT

SECTION 6.1. *Protection of Tax Exempt Status of the Project.* In order to insure that the Project is not and will not become subject to *ad valorem* property taxes under the laws of the State or any political subdivision thereof, the County and the Companies covenant that:

(a) all rights and privileges granted to any Party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section 6.1 and any other provision in any document shall arise, then in that case, this Section 6.1 shall control;

(b) the County and the Companies have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to *ad valorem* property taxes by the County or other political subdivision of the State in which any part of the Project is located; and

(c) the Companies will maintain the identity of the Project as a “project” in accordance with the Act.

ARTICLE VII

EFFECTIVE DATE

SECTION 7.1. *Effective Date.* This Fee Agreement shall become effective as of the date first written above.

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1. *Indemnification Covenants.*

(a) The Companies shall and agree to hold the County and its County Council members, officers, agents and employees (collectively, the “*Indemnified Parties*”) harmless from pecuniary liability in connection with those reasons set forth in (i) or (ii) of Section 8.1(b) hereof.

(b) Notwithstanding the fact that it is the intention of the Parties that neither the County nor any of its members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, or (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, if any of the Indemnified Parties should incur any such pecuniary liability, then, in that event the Companies shall indemnify and hold harmless the Indemnified Parties against all pecuniary claims by or on behalf of any Person, arising (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, or (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, and all reasonable costs and expenses, including reasonable attorney’s fees, incurred in connection with defending against any such claim, and upon notice from the County, the Companies at their own expense shall defend the Indemnified Party in any such action or proceeding. An Indemnified Party may not avail itself of the indemnification provided in this Section unless it provides the Companies with prompt written notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Companies written notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The Companies are entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for themselves and the Indemnified Party; provided the Companies are not entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party. To the extent

any Indemnified Party desires to use separate counsel for any reason, other than a conflict of interest, that Indemnified Party is responsible for its independent legal fees.

(c) Notwithstanding the foregoing, the Companies shall not be obligated to indemnify any Indemnified Party for expenses, claims, losses or damages arising from the intentional or willful misconduct or negligence of the County or any of its individual members, officers, agents or employees.

SECTION 8.2. *Assignment and Leasing.* Subject to and pursuant to the Fee Act, including Section 12-44-120 thereof, with the County's consent, which shall not be unreasonably withheld, any or all of any Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by such Company or any assignee to any other entity; provided, however, any such transfer or assignment by the Real Property Company shall require the prior written consent of the Operating Company; provided further, however, that such consent is not required in connection with financing-related transfers or any other transfers not requiring the consent of the County under the Fee Act. The County hereby expressly consents to any transfer or assignment by any Company of any or all of its interest in the Project and/or this Fee Agreement to any Affiliates of such Company and to any transfer or assignment of any or all of such interest among other such Affiliates. Except as otherwise required by the Fee Act or this Fee Agreement, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of this Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Fee Act. Notwithstanding any provision of this Section 8.2 to the contrary, if and to the extent that the future consent of the County is required in connection with a transfer, assignment or other action referenced in this Section, the County hereby expressly agrees that, to the extent permitted by the Fee Act, such approval may be provided by a letter or other writing executed by the Chair or the County Administrator, and each of those two officials are hereby expressly authorized to provide such consent on behalf of the County. If, notwithstanding the foregoing sentence, any Company elects to obtain additional action by County Council indicating such consent, a resolution passed by County Council shall be sufficient to indicate such additional County Council consent.

SECTION 8.3. *Commensurate Benefits.* The Parties acknowledge the intent of this Fee Agreement, in part, is to afford the Companies the benefits specified in Article V hereof in consideration of the Companies' decision to locate the Project within the County, and this Fee Agreement has been entered into in reliance upon the enactment of the Fee Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Fee Act is unconstitutional or this Fee Agreement, the Multi-County Agreement or agreements similar in nature to this Fee Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, or should any Company determine there is a reasonable doubt as to the validity or enforceability of this Fee Agreement in any material respect, then at the request of any Company, the County agrees to extend to such Company the intended benefits of this Fee Agreement and agrees, if requested, to enter into a lease purchase agreement or similar arrangement with such Company pursuant to Section 12-44-160 of the Fee Act, under Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable, and to take such other steps as may be appropriate to extend to such Company the intended benefits of this Fee

Agreement, including, without limitation, the provision of a special source revenue credit which is commensurate to the benefits which would otherwise accrue to such Company under the Fee Agreement.

SECTION 8.4. Confidentiality. The County acknowledges and understands that the Companies may have and maintain at the Project certain confidential and proprietary information. The County agrees that neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information, or (ii) shall request or be entitled to inspect the Project or any property associated therewith. To the extent that any Company has heretofore provided confidential and proprietary information regarding the Project in the County which has been provided under written designation of such Company as “Confidential,” the County shall not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. In the event that the County is required to disclose any confidential or proprietary information obtained from any Company to any third party, the County agrees to provide such Company with maximum possible advance notice of such requirement before making such disclosure, and to cooperate with any attempts by such Company to obtain judicial or other relief from such disclosure requirement, at the expense of such Company.

ARTICLE IX

EVENT OF DEFAULT AND REMEDIES

SECTION 9.1. Events of Default Defined. The occurrence of any one or more of the following events shall be an “Event of Default” under this Fee Agreement:

(a) If any Company shall fail to make, or cause to be made, any Negotiated Payments-in-Lieu-of-Taxes or any other amount required under this Fee Agreement and such failure shall continue for thirty days after receiving written notice of default from the County; or

(b) If any Company shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by such Company (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a period of thirty days after written notice of default has been given to such Company by the County; provided if by reason of “force majeure” as hereinafter defined, such Company is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than thirty days to cure such default and such Company is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term “force majeure” as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council or other County authority; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts;

floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of any Company or the County made in the Documents furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

(d) Anything herein to the contrary notwithstanding, failure to meet any investment requirements set forth herein shall not be deemed to be an Event of Default under this Fee Agreement, the sole remedy for which is set forth in Section 5.4 hereof.

SECTION 9.2. Remedies on Default. Whenever any Event of Default by any Company (“*Defaulting Entity*”) shall have happened and be subsisting beyond all applicable notice and cure periods, the County, after having given written notice to the Defaulting Entity of such default and after the expiration of a thirty (30) day cure period, may, as to the Defaulting Entity only, (i) terminate this Fee Agreement; or (ii) take whatever action at law or in equity may appear legally required or necessary or desirable to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the Defaulting Entity, under the Documents. Although the Parties acknowledge that the Project is exempt from *ad valorem* property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general State law (Title 12, Chapter 49 and Title 12, Chapter 51) and any act relating to the enforced collection of taxes. The County’s right to receive Negotiated Payments-in-Lieu-of-Taxes shall have a first priority lien status pursuant to Section 12-44-90 of the Fee Act and Title 12, Chapters 4 and 54 of the Code. Upon the default of the County in the performance of any of its obligations hereunder, any Company or any Sponsor Affiliate may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Fee Agreement, including, without limitation, a suit for mandamus or specific performance.

Each right, power, and remedy of the County or the Companies or any Sponsor Affiliate provided for in this Fee Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Fee Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or any Company or any Sponsor Affiliate of any one or more of the rights, powers, or remedies provided for in this Fee Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or any Company or any Sponsor Affiliate of any or all such other rights, powers, or remedies.

SECTION 9.3. No Additional Waiver Implied by One Waiver. In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by any Company, any Sponsor Affiliate, or the County and thereafter waived by the other parties to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

ARTICLE X

OPTION TO TERMINATE

SECTION 10.1. *Option to Terminate.* From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least thirty days' notice, any Company may terminate this Fee Agreement with respect to all of its respective portion of Project or any portion thereof; provided, however, any such termination by the Real Property Owner shall, during the term of any lease or similar agreement between the Operating Company and the Real Property Owner, require the prior written consent of the Operating Company. Upon termination of this Fee Agreement with respect to all or part of its respective portion of the Project, such Company will become liable for *ad valorem* property taxes, or payments-in-lieu-of-taxes pursuant to the Multi-County Park Act, as the case may be, on all of its respective portion of the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Fee Agreement by such Company, which latter amounts, if any, shall be paid to the County with the next installment of Negotiated Payments-in-Lieu-of-Taxes pursuant to Section 5.1, or, if the termination is of such Company's entire portion of the Project, then within one hundred eighty (180) days of termination.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 11.1:

If to the Operating Company:

Project Efficiency Operating Company

With copy to (such copy shall not constitute notice):

Maynard Nexsen PC
Attn: Tushar V. Chikhliker
1230 Main Street, Suite 700
Columbia, SC 29201

If to the Real Property Owner:

Project Efficiency Real Property Owner

With copy to (such copy shall not constitute notice):

Maynard Nexsen PC
Attn: Tushar V. Chikhliker
1230 Main Street, Suite 700
Columbia, SC 29201

If to the County:

Pickens County Council, South Carolina
Attention: County Administrator
Pickens County Administration Facility
222 McDaniel Avenue, B-1
Pickens, SC 29671
Telephone: (864) 898-5856

With copy to:

Alliance Pickens
Attention: Executive Director
P.O. Box 149
1390 Smith Grove Road
Liberty, SC 29657
Telephone: 864.898.1500

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt, or (2) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 11.2. *Binding Effect.* This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Companies and their respective successors and assigns, subject to Section 8.2 hereof.

SECTION 11.3. *Invalidity and Severability.* In the event that the Fee Act or the Negotiated Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid or unenforceable in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Companies shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Companies hereunder by either restructuring or reconstituting

this Fee Agreement under any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4 of the Code.

SECTION 11.4. *Payments Due on Saturday, Sunday and Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 11.5. *Fiscal Year; Property Tax Year.* If any Company's fiscal year changes in the future so as to cause a change in such Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall be revised accordingly, except that Negotiated Payments-in-Lieu-of-Taxes shall always be required to be made at the same time and subject to the same conditions, penalties, and enforcement, as with *ad valorem* property taxes.

SECTION 11.6. *Amendments, Changes and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Companies. To the maximum extent allowed by law, any such County consent including, without limitation, any County consent specifically referred to in this Fee Agreement, may, at the sole discretion of the County, be provided by a resolution of County Council.

SECTION 11.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts, only one of which shall be an original; provided, however, that any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

SECTION 11.8. *Entire Understanding.* This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and none of the parties hereto have made or shall be bound by any agreement or any representation to any other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery thereof.

SECTION 11.9. *Law Governing Construction of Agreement.* The laws of the State shall govern the construction of this Fee Agreement.

SECTION 11.10. *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 11.11. *Further Assurance.* From time to time the County agrees to execute and deliver to the Companies such additional instruments and undertaking further proceedings as any Company may reasonably request to effectuate the purposes of this Fee Agreement.

SECTION 11.12. *Use of Local Goods, Services, and Suppliers.* The Companies agree, in construction of the Project, to make commercially reasonable efforts to make use of goods, services, and suppliers that are derived from contractors, vendors, and service providers that are based in or have a significant presence in the County.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, PICKENS COUNTY, SOUTH CAROLINA, PROJECT EFFICIENCY OPERATING COMPANY, AND PROJECT EFFICIENCY REAL PROPERTY OWNER, each pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

**PICKENS COUNTY, SOUTH
CAROLINA**

Chris Bowers
Chairman, County Council

ATTEST:

Meagan Nations
Clerk to County Council

IN WITNESS WHEREOF, PICKENS COUNTY, SOUTH CAROLINA, PROJECT EFFICIENCY OPERATING COMPANY, AND PROJECT EFFICIENCY REAL PROPERTY OWNER, each pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

PROJECT EFFICIENCY OPERATING COMPANY

By: _____

Its: _____

IN WITNESS WHEREOF, PICKENS COUNTY, SOUTH CAROLINA, PROJECT EFFICIENCY OPERATING COMPANY, AND PROJECT EFFICIENCY REAL PROPERTY OWNER, each pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

**PROJECT EFFICIENCY REAL
PROPERTY OWNER**

By: _____
Its: _____

EXHIBIT A

SITE DESCRIPTION

[To be inserted.]

PICKENS COUNTY

SOUTH CAROLINA

COUNCIL MEMBERS

CHRIS BOWERS, CHAIRMAN
ROY COSTNER, VICE CHAIRMAN
ALEX SAITTA, VICE CHAIRMAN PRO-TEM
CLAIBORNE LINVILL
CHRIS LOLLIS
HENRY WILSON



COUNTY ADMINISTRATOR

KEN ROPER

CLERK TO COUNCIL

MEAGAN NATIONS

MEMORANDUM

TO: County Council

FROM: Ken Roper

RE: Supporting Documentation for "AN ORDINANCE OF CERTAIN AMENDMENTS TO PICKENS COUNTY CODE OF ORDINANCES RELATED TO UNSAFE DILAPIDATED OR OTHERWISE SUBSTANDARD PROPERTY CONDITIONS AND MATTERS RELATED THERETO."

DATE: February 23, 2024

The memo is included to show the collaborative process that led to the ordinance suggestions provided to County Council. Please note that the memo was drafted under previous Community Development leadership and is intended as a starting place for more committee conversations on the proposal.

CHRISTOPHER J. BRINK, AICP
DIRECTOR

JOEY AIKEN, CBO
CHIEF BUILDING OFFICIAL

SCOTTIE FERGUSON
STORMWATER MANAGER

RAY HOLLIDAY
COUNTY PLANNER

PICKENS COUNTY

SOUTH CAROLINA



Community Development

BUILDING CODES ADMINISTRATION • STORMWATER MANAGEMENT • PLANNING

Retooling of County Code/Ordinance Enforcement
and
Incorporation of Litter Enforcement to General County Government

Creation of Pickens County Environmental Enforcement

*with, Revisions to Existing Codes and Ordinances; and
Creation of New Codes and Ordinances; and
Implementation of Certain, Existing South Carolina Discretionary Codes; and
Creation of Council Commissioned Officers*

Recognizing the need to “re-think” county ordinance and code enforcement in unincorporated Pickens County, staff undertook the task of revamping and retooling our entire enforcement program; to amending existing and creating new county codes and ordinances; altering the management structure; amending the job descriptions; and renaming the enforcement program to better align with the policy goals of Council and Administration.

On April 28th, Community Development Staff held a Code Enforcement Collaboration Day where senior department staff “sequestered” in the Community development Board Room with the single task of creating a new Code Enforcement path for Pickens County. Community Development staff met with and gained insightful wisdom from:

Chief Magistrate Mike Gillespie
Sheriff Rick Clark
Captain Chuck James
Lt. Anthony Raines
Chief Billy Gibson
Allison Fowler
Tyler Merck
Bradleigh Kelley
Carlos Salinas

Discussion/topics/ideas (in no particular order)

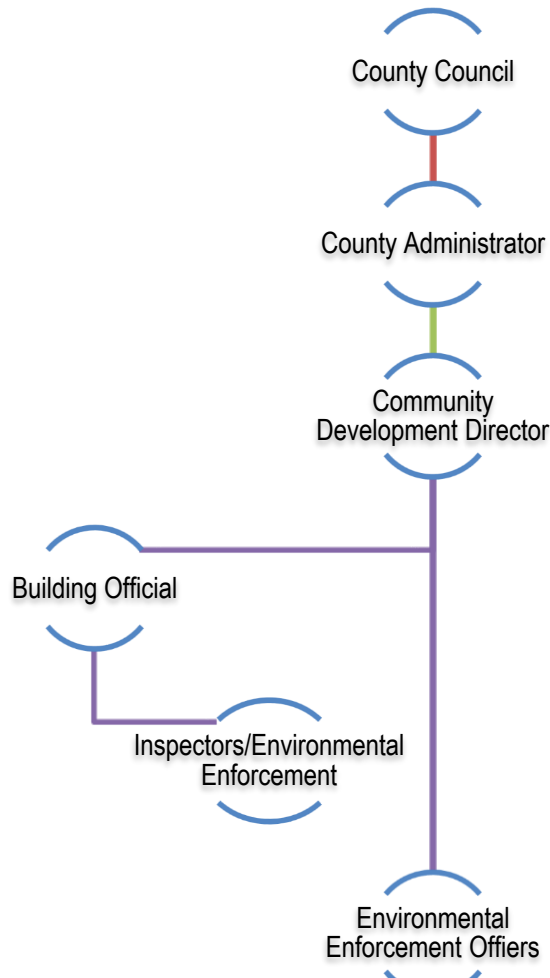
- Need to address Uniform Ordinance Summons to be compliant with recent Chief Justice Order
- Litter Enforcement – Make Sure Community Service is in Ordinance
- Class 3 Officers – New order/newly defined Class 3 Officer Classifications
- Community Service only applicable when a Uniform traffic Ticket (blue ticket) is issued
- Have Attorney General review uniform ordinance summons – Chief Magistrate will coordinate review
- Perhaps creation of Environmental Court – focus being County Ordinances, Litter
- Adding fines to property tax bills when unpaid
- Litter Enforcement in Park – Rangers must be commissioned by County Council as Code Enforcement or Litter Enforcement
- Define what areas of enforcement to Sheriff and County Staff (administration)
- Fires/Burning of Trash

Through the course of research and due diligence, staff also met and spoke on the topic of Code Enforcement, Litter Enforcement, what works for them/what doesn't work, ideas/suggestions/programs, with :

Sheriff Mike Crenshaw, Oconee County
Lt. Tommy Crompton, Oconee County
Howard Frady, Oconee County
Barry Holcombe, Anderson County
Jamie Nelson, Spartanburg County
Greg Hembree, Spartanburg County

The resultant work products include:

- Edited Uniform Ordinance Summons – final review by County Attorney and then to Magistrate's and AG's Office
- Creation of Code of Ordinances Chapter 22, titled "Ordinance Enforcement"
 - Requirement for uniform ordinance summons
 - County commissioned Officers
- Creation of New Litter Ordinance/Code
- Creation of Noise Ordinance/Code
- Editing and Amending County Codes
 - Chapter 8, Building and Building Regulations
 - Addition of Discretionary Code – International Property Maintenance Code
 - Chapter 10, Article III, Junkyards
 - Chapter 12, Courts
 - Chapter 34, Solid Waste
- Code Enforcement/Litter Enforcement restyled as **Pickens County Environmental Enforcement**
- Change in Environmental Enforcement management structure
 - Community Development Director will have direct charge/supervision of Environmental Enforcement Officers
 - Chief Building Official will have direct charge of Environmental Enforcement duties assigned to Building Inspectors



disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants of the premises or structure*.

111.1.3 Structure unfit for human occupancy.

A *structure* is unfit for human *occupancy* whenever the *code official* finds that such *structure* is unsafe, unlawful or, because of the degree to which the *structure* is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the *structure* constitutes a hazard to the *occupants of the structure* or to the public.

111.1.4 Unlawful structure.

An unlawful *structure* is one found in whole or in part to be occupied by more persons than permitted under the code, or was erected, altered or occupied contrary to law.

111.1.5 Dangerous structure or premises.

For the purpose of this code, any *structure* or *premises* that has any or all of the conditions or defects described as follows shall be considered to be dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, *structure* or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or *structure*, or part of the building or *structure*, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or *structure* is likely to fail or give way.
6. The building or *structure*, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or *structure* is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or *structure* to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or *structure* for committing a nuisance or an unlawful act.
8. Any building or *structure* has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or *structure* provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

9. A building or *structure*, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or *structure*, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or *structure* or whenever any building or *structure* is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

111.2 Closing of vacant structures.

If the *structure* is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the *structure* closed up so as not to be an attractive nuisance.

111.2.1 Authority to disconnect service utilities.

The *code official* shall have the authority to authorize disconnection of utility service to the building, *structure* or system regulated by this code and the referenced codes and standards set forth in Section 102.8 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* or *owner's* authorized agent and *occupant* of the building, *structure* or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner*, *owner's* authorized agent or *occupant* of the building *structure* or service system shall be notified in writing as soon as practical thereafter.

111.3 Record.

The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the *structure* and the nature of the unsafe condition.

111.4 Notice.

Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 111.4.1 and 111.4.2 to the *owner* or the *owner's* authorized agent, for the violation as specified in this code. Notices for condemnation procedures shall comply with this section.

111.4.1 Form.

Such notice shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or *structure* into compliance with the provisions of this code.
5. Inform the property *owner* or *owner's* authorized agent of the right to appeal.

111.4.2 Method of service.

Such notice shall be deemed to be properly served where a copy thereof is served in accordance with one of the following methods:

1. A copy is delivered personally.
2. A copy is sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested.
3. A copy is delivered in any other manner as prescribed by local law.

If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

111.5 Unauthorized tampering.

Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

111.6 Transfer of ownership.

It shall be unlawful for the *owner* of any *dwelling unit* or *structure* who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or *structure* to another until the provisions of the compliance order or notice of violation have been complied with, or until such *owner* or the *owner's* authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

111.7 Placarding.

Upon failure of the *owner*, *owner's* authorized agent or person responsible to comply with the notice provisions within the time given, the *code official* shall post on the *premises* or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard. Such notice shall be posted in a conspicuous place in or

about the structure affected by such notice. If the notice pertains to equipment, it shall be placed on the condemned equipment.

111.7.1 Placard removal.

The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

111.8 Prohibited occupancy.

Any occupied *structure condemned* and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner* or *owner's* authorized agent who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

111.9 Restoration or abatement.

The *structure* or equipment determined to be unsafe by the code official is permitted to be restored to a safe condition. The *owner*, *owner's* authorized agent, *operator* or *occupant* of a structure, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action. To the extent that repairs, alterations, or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions, or change of occupancy shall comply with the requirements of the *International Building Code*.

Passed and approved, this ____ day of _____, 2024.

COUNTY COUNCIL OF PICKENS COUNTY,
SOUTH CAROLINA

Chris Bowers, Chairman of County Council
Pickens County, South Carolina

(SEAL)

Attest:

Meagan Nations, Clerk of County Council
Pickens County, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)

ORDINANCE # _____

AN ORDINANCE PROVIDING FOR CERTAIN AMENDMENTS TO PICKENS COUNTY CODE OF ORDINANCES RELATED TO THE EFFICIENT, SAFE OPERATION AND MAINTENANCE OF THE COUNTY ROAD SYSTEM AND MATTERS RELATED THERETO.

WHEREAS Pickens County, South Carolina (the “County”) is a political subdivision of the State of South Carolina and is thereby authorized to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State, including the exercise of these powers in relation to health and order in counties or respecting any subject as appears to them necessary and proper for the security, general welfare, and convenience of counties or for preserving health, peace, order, and good government in them; and

WHEREAS, the County operates and maintains a system of highways, roads, and streets; and the efficient and safe operations of such highways, roads, and streets requires certain amendments to the County’s existing Code of Ordinances to further health, peace, order, and good government within the County;

NOW THEREFORE, BE IT RESOLVED that the Pickens County Code of Ordinances be amended as follows:

The provisions of Sections 1010 through 1018 (the road standards portion) of the Unified Development Standards Ordinance as amended (the “UDSO”) are hereby deleted in their entirety, with language substituted in the relevant section of the UDSO as follows:

Commented [KR1]: The intent here is to eliminate the redundant road standards info in the UDSO and instead have the UDSO just reference the Roads Ordinance

“Section 1010 Streets.

The provisions of Article IV of Chapter 32 of the Pickens County Code of Ordinances as amended (the “Road Ordinance”) are incorporated herein by reference, and all standards and requirements found in the Road Ordinance shall be controlling for all determinations necessary under the UDSO relevant thereto.”

The provisions of Section 32-101 is hereby amend as follows:

“Sec. 32-101(c) The County shall be the final authority to approve or disapprove connectivity of new streets or roadways, whether inside or outside the jurisdiction of the County, to existing streets or roadways within the jurisdiction of the County.”

Commented [KR2]: New language taken from Dorchester County’s Roads Ordinance

The provisions of Sections 32-151 through 32-155 (Division 4 Roads) of the Pickens County Code of Ordinances are hereby deleted in their entirety, with language substituted in the relevant section as follows:

“Sec. 32-151 - Purpose.

This division is enacted to provide a means of maintenance of existing roadways which were previously admitted into the County Road System as that do not meet the requirements of Division 2 herein.

Sec. 32-152 - Restrictions.

On existing dead end roads, at the point the roadway ceases to serve more than one residence or enters solely upon the property of a single property owner situated at the end of the road, the county will determine the exact termination of county maintenance. No county maintained roadway may be barricaded in any way and may not be posted with any type sign such as "private", "posted", "keep out" or any other similar sign. The roadway shall remain open at all times for use by the public at large as to local, state and federal laws.

Sec. 32-155 - General procedures.

- A. Definition. Roadways previously accepted into the county road maintenance system by the then-existing policy are designated as "minimum maintenance roads". These roads will be classified separately from all other roads within the system and all roads accepted through provision of Division 2 herein.
- B. Minimum maintenance designation shall remain until such time as the property owners themselves pay the cost for the improvements needed to meet the requirements of Division 2 herein. The petitioners are solely responsible for all necessary surveys, deeds and costs associated with rights-of-way and agreements.
- C. Minimum Maintenance Roads will be of the lowest priority for receiving attention by county maintenance crews. Expenses for materials and labor shall be kept at a bare minimum.”

The provisions of Chapter 32 – Roads and Bridges are hereby amended to include a new section as follows:

“Sec. 32-2 - County Road System

- A. Definition. The County shall maintain a written inventory of all public highways, roadways and streets not currently maintained by the South Carolina Department of Transportation and not located within any municipal boundary. Such inventory shall not include any private or private portion of roads.
- B. All roads described in inventory referenced above shall comprise the County Road System. Additions or deletions from the County Road System shall not be allowed except pursuant to provisions of this Chapter.
- C. Subsequent to the passage of this Ordinance, the initial inventory of the County Road System shall be published in a newspaper of general circulation for three (3)

Commented [KR3]: County Council previously suspended the Division 4 Road acceptance process. This language is intended to make the county ordinance reflect the suspension of the program, while making it clear that existing minimum maintenance roads will continue to be maintained by the county per the previous policy.

successive weeks. This inventory, and any additions or deletions subsequent thereto, shall be kept in writing, and made available for public inspection upon reasonable request at the office of the Pickens County Roads and Bridges Department.

Commented [KR4]: This language is intended to mandate that County staff keep an official list of county roads.

The provisions of Chapter 32 – Roads and Bridges are hereby amended as follows:

[PLACEHOLDER FOR UPDATES TO EXISTING ROADS ORDINANCE FROM UDSO DELETED PROVISIONS AND OTHER AMENDMENTS DEVELOPED DURING COUNCIL COMMITTEE ACTIONS]

Commented [KR5]: Recommend further discussion on staff proposals during upcoming Committee of the Whole meetings.

Passed and approved, this ____ day of _____, 2024.

COUNTY COUNCIL OF PICKENS COUNTY,
SOUTH CAROLINA

Chris Bowers, Chairman of County Council
Pickens County, South Carolina

(SEAL)

Attest:

Meagan Nations, Clerk of County Council
Pickens County, South Carolina

No. 10:

ORDINANCES FOR THIRD READING

ORDINANCE NO. []

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH OCONEE COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SECTION 4- 1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH OCONEE COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO (PROJECT GALT).

BE IT ORDAINED BY THE COUNTY COUNCIL OF PICKENS COUNTY, SOUTH CAROLINA:

SECTION I: Pickens County is hereby authorized jointly to develop an industrial and business park with Oconee County (“Park”). The Park shall be located initially on lands located in Oconee County only, as authorized by Section 4-1-170 of the South Carolina Code of Laws 1976, as amended.

SECTION II: Pickens County will enter into a written agreement to develop the Park jointly with Oconee County in the form attached hereto as Schedule I and incorporated herein by reference (“Park Agreement”). The County Administrator is hereby authorized to execute the Park Agreement on behalf of Pickens County, with such changes thereto as the County Administrator shall deem, upon advice of counsel, necessary and which do not materially change the import of the matters contained in the form of agreement set forth in Schedule I.

SECTION III: This Ordinance shall supersede and amend in its entirety any other ordinances or resolutions of Pickens County Council pertaining to the Park.

SECTION IV: Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION V: This Ordinance shall be effective after third and final reading thereof.

Enacted in meeting duly assembled this _____ day of _____, 2024.

PICKENS COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chris Bowers, Chairman of County Council
Pickens County Council

ATTEST:

By: _____
Meagan Nations, Clerk to County Council
Pickens County Council

First Reading: [], 2024
Second Reading: [], 2024
Public Hearing: [], 2024
Third Reading: [], 2024

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

I, the undersigned Clerk to County Council of Pickens 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 majority approval, by the County Council at meetings of [], [], and [], 2024, 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.

By: _____
Meagan Nations, Clerk to County Council
Pickens County Council

[], 2024

SCHEDULE I
AGREEMENT FOR DEVELOPMENT OF
JOINT COUNTY INDUSTRIAL AND BUSINESS PARK
(PROJECT GALT)

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
COUNTY OF PICKENS) **AGREEMENT FOR DEVELOPMENT OF A
JOINT COUNTY INDUSTRIAL AND
BUSINESS PARK (PROJECT GALT)**

THIS AGREEMENT for the development of a joint county industrial and business park to be located initially only within Oconee County is made and entered into as of December 31, 2023, by and between Oconee County, South Carolina (“Oconee County”) and Pickens County, South Carolina (“Pickens County”).

RECITALS

WHEREAS, Oconee County and Pickens County are contiguous counties which, pursuant to Ordinance No. 2023-17, enacted by Oconee County Council on October 17, 2023, and Ordinance No. [], enacted by Pickens County Council on [] [], 2023, have each determined that, to promote economic development and thus encourage investment and provide additional employment opportunities within both counties, there should be developed, initially, in Oconee County only, a joint county industrial and business park (“Park”), to be located upon property more particularly described in Exhibit A; and

WHEREAS, because of the development of the Park, property comprising the Park and all property having a situs therein is exempt from ad valorem taxation to the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations, and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Oconee County and Pickens County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (“Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) As of the original execution and delivery of this Agreement, the Park consists of property that is located in Oconee County and which is now or is anticipated to be owned and/or operated by Books for Less, LLC and Miles 302 Palmer, LLC, collectively and previously known as “Project Galt” (“Company”), as more particularly described in Exhibit A. From time to time, the Park may consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time

as authorized by ordinances of the county councils of both Oconee County and Pickens County. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached a revised Exhibit A related to property located in Oconee County, or a revised Exhibit B related to property located in Pickens County, which shall contain a legal or other description of the parcel(s) to be included within the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Oconee County Council and Pickens County Council. Notice of such public hearings shall be published in newspapers of general circulation in Oconee County and Pickens County, respectively, at least once and not less than 15 days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least 15 days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding anything in this paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in Section 12-6-3360 of the Code ("Non-Qualifying Site"), the Host County (defined below) may unilaterally remove by ordinance, the Non-Qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

4. Fee in Lieu of Taxes. To the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem taxes) equivalent to the ad valorem taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Oconee County and Pickens County shall each be responsible for and bear expenses incurred in connection with the property located in that county's portion of the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance, and promotion of the Park, in the following proportions:

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

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

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

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

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

6. Allocation of Revenues. Oconee County and Pickens County shall receive an allocation of all net revenues (after payment of all Park expenses and other deductions from Park revenue necessitated by each

agreement between the Host County and a project related to the project located in the Park) generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

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

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

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

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

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

7. Revenue Allocation within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of ad valorem taxes shall be distributed to Oconee County and to Pickens County, according to the proportions established by Section 6 of this Agreement. Revenues allocable to Oconee County by way of fees in lieu of ad valorem taxes generated from properties located in Oconee County shall be distributed within Oconee County in accordance with the applicable governing ordinance of Oconee County in effect from time to time. Revenues received by Pickens County by way of fees in lieu of taxes from property in Oconee County in the Park shall be retained by Pickens County.

(B) Revenues allocable to Oconee County by way of fees in lieu of ad valorem taxes generated from properties located in the Pickens County portion of the Park shall be distributed solely to Oconee County. Revenues allocable to Pickens County by way of fees in lieu of ad valorem taxes generated from properties located in the Pickens County portion of the Park shall be distributed within Pickens County in accordance with the applicable governing ordinance of Pickens County in effect from time to time.

8. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code. It is hereby agreed that the entry by Oconee County into any one or more fee in lieu of ad valorem tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Oconee County portion of the Park and the terms of such agreements shall be at the sole discretion of Oconee County. It is further agreed that entry by Pickens County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Pickens County portion of the Park and the terms of such agreements shall be at the sole discretion of Pickens County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59- 20-20(3) of the Code, allocation of the assessed value of property within the Park to Oconee County and Pickens County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Section 6 and Section 7 of this Agreement.

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

11. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Oconee County is vested with the Sheriff's Office of Oconee County, for matters within the Sheriff's Office's jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Pickens County is vested with the Sheriff's Office of Pickens County, for matters within the Sheriff's Office's jurisdiction. If any of the Park properties located in either Oconee County or Pickens County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction. Fire, sewer, water, and emergency medical and other similar services will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

12. Emergency Services. All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

13. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law, including for example, the availability and application of credits as permitted by Section 12-6-3360 of the Code.

14. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

15. Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which, taken together, shall constitute but one and the same document.

16. Term; Termination. This Agreement shall extend for a term of 3 years from the effective date of this Agreement, or such later date as shall be specified in any amendment. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Oconee County or Pickens County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including, but not limited to, Books for Less, LLC, and Miles 302 Palmer LLC to provide, or to facilitate the provision of, special source revenue credits, including, but not limited to, those set forth in that certain Special Source Revenue Credit Agreement, by and among Oconee County, South Carolina, Books for Less, LLC, and Miles 302 Palmer LLC dated as of October 17, 2023, as may be amended, modified, or supplemented from time to time, or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

OCONEE COUNTY, SOUTH CAROLINA

Chairman, County Council
Oconee County, South Carolina

(SEAL)
ATTEST:

Clerk to County Council
Oconee County, South Carolina

PICKENS COUNTY, SOUTH CAROLINA

By:_____
Chair of County Council
Pickens County, South Carolina

[SEAL]
Attest:

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

EXHIBIT A
OCONEE COUNTY PROPERTY

ALL that certain piece, parcel or tract of land with the buildings and improvements thereon situate, lying and being in Oconee County, South Carolina, on the southeastern side of US Hwys 123 and 76, on the northeastern side of Robin Drive, near the Town of Westminster, being known and designated as "44.084 ACRES," more or less, as shown plat entitled, "Survey for Dunlop Slazenger Corporation," prepared by Freeland-Clinkscales and Associates, Inc., dated April 5, 1996, recorded May 31, 1996 in the Office of the Register of Deeds for Oconee County in Plat Book A414 at Page 1.

LESS AND EXCEPTING: Tract A, 6.738 acres, and Tract B, 0.320 acres, more or less, as shown on a plat entitled, "Survey For: New Horizon Electric Cooperative, Inc., Oconee County, South Carolina," dated August 26, 2019, and recorded in the Office of the Register of Deeds for Oconee County in Plat Book B704 at Pages 2-3, transferred by Deed recorded in Deed Book 2535 at Page 287.

AND ALSO: Together with any reversionary interest of, in and to that certain 50' x 50' lot of land described in that certain deed from Dunlop Tire and Rubber Corporation to the Town of Westminster recorded in Deed Book 8-E, Page 218, records of Oconee County, South Carolina.

This being the same property conveyed to Miles 302 Palmer, LLC by deed of Reed Warehouse Three, LLC recorded in the Oconee County Register of Deeds Office at Book 2952, Page 322.

Being Tax Map number 250-00-04-001

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EXHIBIT B
PICKENS COUNTY PROPERTY

NONE

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