



MINUTES

Aiken County Council Work Session
Tuesday, May 16, 2023
6:00 PM

Determining that a quorum was present, Chairman Bunker called the meeting to order. With Councilman Hightower absent and Councilman Mobley, present via conference call.

1. Presentation from Paceline- PaceDay 2023 (Wks pp. 1-2)
(Martyn Jones)

Spoke to Council about the PaceDay event and asked for Council's support on having law enforcement assist with traffic and watching out for race participants.

2. Pending Appointment Resolutions

No new appointments made.

3. Clarification and Discussion of Agenda Items

County Administrator, Clay Killian stated there were a few modifications made to the agenda by the Committees. Consent Item 16 would be removed per JPS Committee request, and Consent Item 17 would be removed per Admin Committee request.

4. Status of Contingency Funds

**Aiken County Firefighters Association \$350
Vaucluse Cemetery Association \$1,000**

5. Finance & ARPA Update Reports- March 2023 (Wks pp. 3-11)
(Lynn Strom, Assistant Administrator/CFO)

Received as information.

6. Council Calendar Reminder Dates:

- May 23- FY24 Budget Work Session 6:00 PM/ Elected Officials Presentations & Start of GF Expenditures
- May 30- FY24 Budget Work Session 6:00 PM (GF Expenditures)
- June 1- SCDNR Edisto River Basin Council, Final Plan Public Meeting 6:00 PM - 8:00 PM
Clemson Edisto Research & Education Center (64 Research St., Blackville, SC 29817)
- June 6- 2nd Reading/ PH for FY24 budget
- June 13- FY24 Budget Work Session 6:00 PM (other funds)

7. Executive Session (if needed)

Chairman Bunker stated there was a need for an Executive Session. Councilman Siders made a motion to go into Executive Session, and Councilman Feagin seconded the motion. The motion was approved unanimously.

MEETING ADJOURNED for Executive Session – 6:36 PM

Official recording and documents from the meeting are on file with the Council Clerk.

Respectfully submitted,

Signed:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

MINUTES



Aiken County Council Agenda MINUTES for May 16, 2023 7:00 PM, 9th Meeting of 2023

Council Administrator Form of Government for Aiken County
Council Chambers - 1930 University Parkway, Aiken, SC

A. CALL TO ORDER

Determining that a quorum was present, Chairman Bunker called the meeting to order.

Council Members Present:

- Chairman Gary Bunker
- Ron Felder
- Mike Kellems
- Danny Feagin
- Kelley Mobley (present via call in)
- Sandy Haskell
- Phil Napier
- L. Andrew Siders

Absent: Willar H. Hightower, Jr.

Also present:

- J. Clay Killian, County Administrator
- Brian Sanders, Deputy Administrator
- Joel Duke, Assistant Administrator/CDO
- Brad Farrar, County Attorney
- Katelyn Gorby, Council Clerk

B. INVOCATION - Councilman Napier

C. PLEDGE OF ALLEGIANCE - Councilman Siders

D. APPROVAL OF MINUTES

1. May 2, 2023 Work Session (Handout)
2. May 2, 2023 Regular Meeting (Handout)

Councilman Siders made a motion to approve the minutes. Councilman Kellems seconded the motion. The minutes were approved unanimously.

E. APPROVAL OF AGENDA

Councilman Siders stated there was one change to the agenda and made a motion to remove Consent Items 16 & 17. Councilman Feagin seconded the motion. The agenda was approved as amended by a unanimous vote.

F. AWARDS AND RECOGNITIONS

1. Resolution to Recognize the Belvedere and Graniteville-Vauchuse-Warrenville (GVW) Volunteer Fire Departments for Making the "Fire Safe Community Risk Reduction Program" List for 2022. (County Council) (pp. 1-3)

Councilman Kellems made a motion to approve the resolution. Councilman Feagin seconded the motion. The resolution was approved unanimously and presented.

G. PUBLIC HEARINGS

1. Ordinance to Amend Ordinance No. 18-07-23 To Reimpose and Continue a One Percent Sales and Use Tax By Adjusting the Distribution of Funds Designated For the Town of Perry In Accordance With Section 4-10-330 of the South Carolina Code of Laws.
(County Council) **(p. 18)**

No comments & no speakers.

H. OLD BUSINESS

1. Third Reading of an Ordinance to Approve an Amendment to the Aiken County Official Zoning and Development District Atlas to Rezone Tax Parcels 047-00-04-002 and 047-00-04-003 (approximately 266.02 acres) on Old Vaucluse Road (C-2799) Graniteville, SC in Council District 6 from RUD, Rural Development/ LD, Limited Development to IND, Industrial Development.
(County Council) **(pp. 4-17)**

Councilman Feagin made a motion to adopt the ordinance on third reading. Councilman Siders seconded the motion. The ordinance was adopted on third reading by an 8-0 vote, Hightower absent.

2. Third Reading of an Ordinance to Amend Ordinance No. 18-07-23 To Reimpose and Continue a One Percent Sales and Use Tax By Adjusting the Distribution of Funds Designated For the Town of Perry In Accordance With Section 4-10-330 of the South Carolina Code of Laws.
(County Council) **(p. 18)**

Councilman Kellems made a motion to adopt the ordinance on third reading. Councilman Feagin seconded the motion. The ordinance was adopted on third reading by an 8-0 vote, Hightower absent.

3. Second Reading of an Ordinance to Authorize Local Law Enforcement Officers To, Upon Their Retirement, Retain Their Service Weapons Issued By Aiken County While Serving In Active Duty Status.
(County Council) **(p. 19)**

Councilman Felder made a motion to approve the ordinance on second reading. Councilman Kellems seconded the motion. The ordinance was approved and scheduled for third reading by an 8-0 vote, Hightower absent.

4. Second Reading of an Ordinance Authorizing the Execution and Delivery of a Fee Agreement By And Between Aiken County, South Carolina And Jackson PV1, LLC Providing For A Payment Of A Fee In Lieu Of Taxes And Other Matters Related Thereto.
(County Council) **(pp. 20-47)**

Councilman Haskell made a motion to approve the ordinance on second reading. Councilman Napier seconded the motion. The ordinance was approved and scheduled for third reading by an 8-0 vote, Hightower absent.

5. Second Reading of an Ordinance Declaring Certain Real Property, Along With All Improvements Located Thereon, Identified As The Portion Of Aiken County Tax Map Parcel Number 052-14-01-001 Consisting Of Approximately 11.9 Acres Located off of Huber Clay Road in Warrentonville, South Carolina Surplus To County Purposes And To Authorize The Sale And Disposal Of The Property to Hilltop C&D, LLC.
(County Council) **(pp. 48-62)**

Councilman Napier made a motion to approve the ordinance on second reading. Councilman Siders seconded the motion. The ordinance was approved and scheduled for third reading by an 6-0 vote. Mobley and Kellems recused themselves from the vote. Hightower was absent.

I. CONSENT AGENDA

1. Resolution to Appoint One Member to Designated Boards, Commissions and Committees with Terms of the Appointees to Run Concurrent with that of the Councilmember from District 2.
(Kellems) **(p. 63)**
2. Resolution to Approve the Allocation of Funds for Various Non-Profit Agencies from the FY 2023 Council Contingency Fund.
(County Council) **(pp. 64-65)**
3. Resolution to Congratulate the Aiken Youth Polo Team for Winning the 2023 USPA Nation Interscholastic Championship.
(Siders) **(Title Only)**
4. Resolution to Authorize the Upgrades to the Main Fuel Center for County Vehicles.
(Development Committee) **(pp. 66-86)**
5. Resolution to Authorize the County Administrator to Accept a Grant from the South Carolina Rural Infrastructure Authority's South Carolina Infrastructure Investment Program in the Amount of \$9,852,300 for Improvements to the Horse Creek Wastewater Treatment Plant.
(Development Committee) **(pp. 87-90)**
6. Resolution to Authorize the County Administrator to Accept a Grant from the South Carolina Rural Infrastructure Authority's South Carolina Infrastructure Investment Program in the Amount of \$5,941,930 for Improvements to the Breezy Hill Water Treatment Plant.
(Development Committee) **(pp. 91-95)**
7. Resolution to Assign the Official Road Name of Delight Way PD-2161 (Private Drive) to Existing Un-Named Private Roads in County Council District 8.
(Development Committee) **(pp. 96-97)**
8. Resolution to Assign the Official Road Name of Dizzy Place PD-2165 (Private Drive) to Existing Un-Named Private Roads in County Council District 1.
(Development Committee) **(pp. 98-99)**
9. Resolution to Authorize the Distribution of State Accommodations Tax Funds for FY 2024.
(Development Committee) **(pp. 100-101)**
10. Resolution to Accept an "Undiscovered South Carolina" Grant from the South Carolina Department of Parks, Recreation & Tourism for Improvements at Langley Pond and provide matching funds from the Capital Project Sales Tax Program.
(Development Committee) **(pp. 102-103)**
11. Resolution to Award the Engineering and Design Project for the Barden Landfill Expansion to Davis & Floyd, Inc.
(Development Committee) **(pp. 104-107)**
12. Resolution to Accept a Deed of Dedication for Pelion Park (C-), Inlet Surf Way (C-) and Certain Stormwater Improvements in Everly Wood Subdivision Located in Council District 6.
(Development Committee) **(pp. 108-110)**
13. Resolution to Commit a Portion of the Earned Interest on the Capital Project Sales Tax III Fund Balance to the Project Listed as Renovations and Improvements at the Department of Social Services Facility on the Capital Project Sales Tax III Ballot.
(Development Committee) **(p. 111)**
14. Resolution to Direct that a Speed Limit Sign Be Erected for Willow Woods Subdivision in Council District 7.
(Development Committee) **(p. 112)**
15. Resolution to Authorize the Donation of a Portable Breathing Air Trailer to the Eureka Volunteer Fire Department Which is Surplus to Aiken County for Use by the Aiken County Sheriff's

Department.
(Judicial and Public Safety Committee) (pp. 113-116)

~~16. Resolution to Authorize the Council Chairman on Behalf of Aiken County to Enter into a New Lease with Inease P. Williamson for Magistrate Space in Wagener.
(Judicial and Public Safety Committee) (pp. 117-125) Removed from the agenda.~~

~~17. Resolution to Accept the Proposal from The Jones Group Augusta DBA Realty One Group Visionaries for Real Estate Brokerage Services.
(Administrative Committee) (pp. 126-146) Removed from the agenda.~~

J. INTRODUCTION OF ORDINANCES FOR FIRST READING

1. First Reading of an Ordinance to Amend Ordinance No. 22-06-09, the Aiken County FY23 Operating and Capital Budgets to Cover Certain Unanticipated Operational Costs, to Pay for the Removal and Installation of the South Carolina Educational Television Transmission Tower, to Provide for the Transfer of Balances from Other Funds to the General Fund as Needed, and Other Matters Related Thereto.
(County Council) (Addendum)

Councilman Siders made a motion to approve the Consent agenda and Introduction of Ordinances for First Reading items. Councilman Feagin seconded the motion. All items were approved by a unanimous vote.

K. NEW BUSINESS

L. ITEMS FOR INFORMATION AND THE PUBLIC RECORD

1. Fiscal Year 2023 Aiken County Contingency Report as of May 3, 2023. (pp. 147-148)

M. INFORMAL MEETING OF THE WHOLE

Vickie Simons addressed Council on her concerns with the FY24 budget and FILOT agreements with companies doing business with Aiken County.

Another citizen asked Council their advice on issues she is having with the local post office, and who she should talk to about these concerns.

N. EXECUTIVE SESSION

Chairman Bunker asked for a motion to go into Executive Session. Councilman Feagin made the motion. Councilman Haskell seconded the motion. The meeting was recessed for Executive Session at 7:27 pm.

O. ITEMS REQUIRING ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION

Council came out of Executive Session at 7:51 pm.

Councilman Siders made a motion to authorize the Chairman of County Council pursuant to S.C. Code Annotated Section 4-9-620 to negotiate a contract with Mr. Brian Sanders, Assistant Aiken County Administrator, to serve as County Administrator with an anticipated start date of on or about July 21, 2023, or as soon thereafter as is practical. Councilman Haskell seconded the motion.

The motion was approved with an 8-0 vote. Councilman Hightower absent.

P. ADJOURNMENT

With there being no further business to discuss, Chairman Bunker asked for a motion to adjourn. Councilman Siders made a motion, and Councilman Haskell seconded.

The meeting was adjourned by a unanimous vote at 7:55 pm.

Official recording and documents of the meeting are on file with the Council Clerk.

Respectfully submitted,

Signed:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

Sponsor(s) : County Council
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Proclaim and Recognize June 19, 2023 as Juneteenth National Freedom Day in Aiken County.

WHEREAS:

1. Juneteenth is a holiday that commemorates the June 19, 1865, announcement of the abolition of enslavement in the U.S. state of Texas, and the emancipation of enslaved African Americans throughout the former Confederate States of America; and
2. Juneteenth is the oldest nationally celebrated commemoration of the ending of enslavement in the United States; and
3. In 1976, House Bill Number 1016, passed in the 66th legislature, declared June 19 "Emancipation Day in Texas," a legal state holiday effective January 1, 1980; and
4. The observance of June nineteenth as the African American Emancipation Day has spread across the United States and beyond and in many states is an official holiday.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The Aiken County Council hereby proclaims and recognizes June 19, 2023 as "Juneteenth National Freedom Day" in Aiken County.

Adopted at the regular meeting of Aiken County Council on June 6, 2023.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

COUNCIL VOTE:

Sponsor(s) : County Council
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

Resolution to Recognize and Congratulate Sharon Rodgers on Her Retirement from
United Way of Aiken County.

WHEREAS:

1. Mrs. Sharon Rodgers, known for her enthusiasm and dedication to helping others, will be retiring at the end of June 2023; and
2. Rodgers has served as the President and Chief Professional Officer since 2007; and
3. Rodgers has overseen the plans for a new United Way headquarters, and was finally able to see that projects come to fruition at the ribbon cutting in April; and
4. Rodgers set a fundraising campaign record of \$3,033,634 in 2016 after exceeding another \$3 million in 2012; and
5. Rodgers received the Aiken Chamber of Commerce Award of “Woman of the Year” in 2020 for her many years of services to helping various agencies throughout our community; and striving to always make a difference in people’s lives’ and
6. Rodgers is known for her bubbly personality, bright smile, endless energy, but most of all her selflessness to help others; and
7. Rodgers has made a huge impact in our community and will be greatly missed.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The Aiken County Council hereby congratulates Mrs. Sharon Rodgers on her retirement and wishes her many more years of health and happiness.

Adopted at the regular meeting of Aiken County Council on June 6, 2023.

ATTEST:

Katelyn Gorby, Council Clerk

SIGNED:

Gary Bunker, Chairman

COUNCIL VOTE:

Sponsor(s) : Siders
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

Resolution to Recognize and Congratulate the Mead Hall Boys Golf Team for Winning the SCISA Class AA State Championship.

WHEREAS:

1. The Boys Golf Team of Mead Hall Episcopal School had one goal at the beginning of this year, and that was to win the State Championship; and
2. The team's mindset and focus at every practice, every match, and every tournament was to end their season as State Champions; and
3. Senior player, Chuck Stanley led the way each day of the tournament with consecutive rounds of 77. Jack Coleman shot 78 both days, Brooks Abrams shot a 77 in the second round, as well as Granger Young, Mac Lawson, and Stern Massey contributing to the score that put the Panthers 13 shots ahead in the tournament; and
4. Taking home the Championship title was extra special for senior, Chuck Stanley as this was his final high school event; and
5. The team's determination and 13-shot lead with a team score of 640 for the two-day tournament led the Panthers to victory and the winning title; and
6. The dedication of practicing daily as a team paid off and was the key to their success, allowing the Panthers to accomplish their goal for the year, winning the State Championship title.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The Aiken County Council hereby congratulates the Boys Golf Team of Mead Hall and wishes them the best on their future endeavors on and off the course.

Adopted at the regular meeting of Aiken County Council on June 6, 2023.

ATTEST:

Katelyn Gorby, Council Clerk

SIGNED:

Gary Bunker, Chairman

COUNCIL VOTE:

Sponsor(s) : Mobley
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

Resolution to Recognize and Congratulate the North Augusta High School Boy's Golf Team for Winning the SC Class 4A Boys Golf State Championship.

WHEREAS:

1. North Augusta High School Jackets had the opportunity of hosting the SC Class 4A Boys Golf State Championship this year, which gave them even more motivation to take home the title of State Champions; and
2. After round one of the State tournament, North Augusta was already leading by 14 shots, which put them in a prime position to take home the title of State champions; and
3. Senior golf member, Davis Neal shot six under on his own and became the first Jacket since 2012 to claim his own individual title; and
4. The Jackets received one of the best scores in State history, to give North Augusta boys golf their first state title in 40 years; and
5. North Augusta Golf Jackets claimed the title as State Champions and finished with a 22-stroke lead.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The Aiken County Council hereby congratulates the North Augusta High School Boys Golf Team and wishes them many more wins for the future.

Adopted at the regular meeting of Aiken County Council on June 6, 2023.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

COUNCIL VOTE:

Sponsor(s) : County Council
First Reading : May 2, 2023
Second Reading : May 16, 2023
Public Hearing : June 6, 2023
Third Reading : June 6, 2023
Effective Date :

I, _____
Council Clerk, certify that this ordinance was
published for a Public Hearing on _____.

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

Ordinance Authorizing The Execution And Delivery Of A Fee Agreement By And Between Aiken County, South Carolina And Jackson PV1, LLC Providing For A Payment Of A Fee In Lieu Of Taxes And Other Matters Related Thereto.

WHEREAS:

1. Aiken County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into fee agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally; and
2. JACKSON PV1, LLC (the "Company") intends to invest in the establishment of a manufacturing facility through the acquisition of land, a building, and improvements thereon (the "Land and Building"); the construction of improvements thereon and/or therein; and/or the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building, which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be approximately \$70,000,000 over five years (the "Project"), all as more fully set forth in the Fee Agreement attached hereto, and provided that approvals of various incentives contemplated for the Project are formalized by the State and/or County; and
3. Pursuant to an Inducement Resolution dated as of _____, 2023 the County authorized the execution of an agreement providing for fee in lieu of tax payments; and
4. The Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 40 years for the Project or each component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree and the issuance special source revenue credits as further described therein; and
5. It appears that the Fee Agreement, which is 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 THAT:

1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate an industrial facility in the State of South Carolina, the Fee Agreement is hereby authorized, ratified, and approved.

2. It is hereby found, determined, and declared by the County Council, as follows:
 - (a) The Project will constitute a “project” as said term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.
 - (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
 - (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
 - (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
 - (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
 - (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
 - (g) The benefits of the Project to the public will be greater than the costs.
3. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such official’s execution thereof to constitute conclusive evidence of such official’s approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.
4. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.
5. The provisions of this Ordinance are hereby declared to be separable, 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.
6. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

This Ordinance shall become effective on _____.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

Katelyn Gorby, Council Clerk

SIGNED:

Gary Bunker, Chairman

REVIEWED BY: _____
Bradley Farrar, County Attorney

COUNCIL VOTE:

FEE AGREEMENT

Between

AIKEN COUNTY, SOUTH CAROLINA

and

JACKSON PV1, LLC

Dated as of _____

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B).

FEE AGREEMENT

THIS FEE AGREEMENT (the “Fee Agreement”) is made and entered into as of _____, 2023 by and between AIKEN COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through the Aiken County Council (the “County Council”) as the governing body of the County, and JACKSON PV1, LLC (the “Company”).

RECITALS

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

2. Pursuant to Section 12-44-40(I)(1) of the Act, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

3. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An Ordinance that the County Council adopted contemporaneously with the date of this Fee Agreement (the “Fee Ordinance”) authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

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

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the Company and any Sponsors and Sponsor Affiliates of property within the Investment Period, provided, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement. The Commencement Date is expected to be December 31, 2023.

“Company” shall mean Jackson PV1, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

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

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

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

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

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company or any Sponsor Affiliate for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

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

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

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements and except as otherwise permitted by Section 12-44-110 of the Act.

“Industrial Development Park” shall mean an industrial or business park created pursuant to the MCIP Act.

“Infrastructure” shall mean infrastructure serving the Project, including the Improvements, to the extent that the MCIP Act permits, provided that Infrastructure shall first be deemed to include real property and infrastructure improvements prior to including any personal property, notwithstanding any presumptions to the contrary in the Act or otherwise.

“Infrastructure Credit” shall mean the annual infrastructure credit provided to the Company pursuant to the MCIP Act and Section 4.1(c) hereof, with respect to the Infrastructure.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act. The Investment Period is expected to end on December 31, 2028.

“MCIP Act” shall mean Article VIII, Section 13(D) of the Constitution of the State of South Carolina, Sections 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended.

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

“Project” shall mean all the Equipment, Improvements, and/or Real Property in the County that the Company or any Sponsor Affiliate determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2018 or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation, except as expressly permitted by Section 12-44-110 of the Act.

“Real Property” shall mean real property that the Company or any Sponsor Affiliate uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consisting of the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto, and any improvements located thereon, together with such additional real property in the County as may be designed by the County or Sponsor Affiliate by filing a revised Exhibit A with the County.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

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

“Sponsor Affiliate” shall mean an entity that joins with or is an affiliate of, the Company, that participates in the investment in, or financing of, the Project, that meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, and that executes and delivers to the County a Joinder Agreement in the form attached hereto as Exhibit B.

“Streamlined FILOT Act” shall mean Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 39th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 39th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 40 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term “investment” or “invest” as used herein shall include not only investments made by the Company or a Sponsor Affiliate, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

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

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

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

(d) The millage rate in Section 4.1 hereof is the lowest millage rate permissible under the Act, which the parties understand to be 235.20 mills, the millage rate in

effect with respect to the location of the proposed Project on June 30, 2022 as provided under Section 12-44-50(A)(1)(d) of the Act.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement and/or as a result of creating an Industrial Development Park encompassing the Project.

(f) The County will take all reasonable action to include the Project in an Industrial Development Park.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

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

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to develop, install, or operate the Project, to conduct other legal activities and functions with respect thereto, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company will use commercially reasonable efforts to ensure that its total capital investment will equal or exceed the Act Minimum Investment Requirement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsor Affiliates under any form of lease, then such property shall, at the election of the Company, be subject to FILOT Payments to the same extent as the Company’s assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator after consulting with the County Attorney, shall be and

hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Fee Agreement, including removal, replacement, and termination, and such Sponsor Affiliate shall be deemed to be a party to this Fee Agreement.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets on the applicable schedule in its annual PT-300 form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

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

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in an Industrial Development Park, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company and any Sponsor Affiliates are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company and any Sponsor Affiliates anticipate an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under the Act, the parties have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service during the Exemption Period, or, if there are Phases of the Economic Development Property, with

respect to each Phase of the Economic Development Property placed in service during the Investment Period, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company or any Sponsor Affiliate obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company or any Sponsor Affiliate if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 39 years thereafter or such longer period of years in which the Act permits the Company or any Sponsor Affiliates to make annual fee payments.
- Step 3: Use a fixed millage rate equal to the lowest millage rate permissible under the Act, which the parties mutually understand to be the millage rate in effect on June 30, 2022, which is 235.20 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company or any Sponsor Affiliates to make annual fee payments.

(b) The FILOT Payment calculated in Section 4.1(a) above shall be referred to as the “Base FILOT Payment.” Subject to the terms and conditions of this Fee Agreement, the Base FILOT Payment shall be adjusted each year to produce the “Net FILOT Payment” due.

The Net FILOT Payment that the Company or any Sponsor Affiliate shall be required to make shall equal \$174,000 during each year of the term of the Fee Agreement. In years in which the Net FILOT Payment is lower than the Base FILOT Payment, an Infrastructure Credit shall be applied to the Base FILOT Payment and shall equal the difference between the Base FILOT Payment and the Net FILOT Payment for such year. In years in which the Net FILOT Payment is higher than the Base FILOT Payment, the Base FILOT Payment shall be increased to equal the Net FILOT Payment.¹ The FILOT Payments shall be in lieu of all *ad valorem* tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

The amount of the Net FILOT Payment is based upon the assumption that the Project will generate 60 MW of photovoltaic generation. If the power generation of the Project is greater or less than 60 MW, the Net FILOT Payment shall be adjusted by the same proportion. For example, and by way of example only, if the Project generates 66 MW of power, the Net FILOT Payment shall be increased by 10%. Power generation shall be measured as of the last day of the prior fiscal year for purposes of determining the Net FILOT Payment for each property tax year.

(c) In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum FILOT Payment applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

Subject to Section 6.8 hereof, in the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent hereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement.

¹ If it is determined that the Company and County may not simply agree upon a higher payment than the Base FILOT Payment, the assessment ratio for any year in which the Net FILOT Payment is higher than the Base FILOT Payment shall be adjusted to an assessment ratio that causes the Base FILOT Payment to equal the Net FILOT Payment.

(a) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company shall pay the County an amount (the “Additional Payment”) pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) The remedies stated herein shall be the County’s sole remedies for the Company’s failure to meet any required investment or job creation level.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

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

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

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payments.

Section 4.5 Place of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Economic Development Property. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Company may elect to terminate this Fee Agreement.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the

damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County “Confidential Information.” Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or

review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Project for purposes of calculating the Fee. No approval is required for transfers to Sponsor Affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor Affiliate shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor Affiliate be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation.

Section 4.12 Administration Expenses. The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including without limitation reasonable and actual attorneys' fees (the "Administration Expenses"); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason for its incurrence. As used in this section, "Administration Expenses" shall include the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (i) this Fee Agreement; (ii) all other documents related to this Fee Agreement and any related documents; and (iii) the fulfillment of its obligations under this Fee Agreement and any related documents and the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents.

Section 4.13 Execution of Lease. The parties acknowledge that the intent of this Fee Agreement is to afford the Company the benefits of the FILOT Payments in consideration of the

Company's decision to locate the Project within the County and that this Fee Agreement has been entered into in reliance upon the validity and enforceability of the Act. In the event that a court of competent jurisdiction holds that the Act is unconstitutional or that this Fee Agreement or agreements similar in nature to this Fee Agreement are invalid or unenforceable in any material respect, or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Fee Agreement in any material respect, then the County, upon the provision by the Company of evidence acceptable to the County that the Project is free from environmental contamination and the conveyance of title to the Project to the County at the expense of the Company, agrees to lease the Project to the Company pursuant to the Streamlined FILOT Act and, to the extent permitted under the law in effect at such time, use its best efforts to ensure that the Company receives the benefits of the FILOT arrangement as contemplated by this Fee Agreement.

Section 4.14 Waiver of Benefits of Future Legislation. The Company and any Sponsor Affiliates agree to waive the benefits of any future legislative enactment that reduces property taxes available to solar farm property. If the Company or any Sponsor Affiliate claims any such benefits in addition to the benefits provided in this Fee Agreement, such action shall constitute an early termination of this Fee Agreement by the Company or the Sponsor Affiliate, as applicable.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

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

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

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

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

Section 5.2 Remedies on Default.

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

(i) terminate the Fee Agreement, upon 60 days' notice to the Company and any Sponsor Affiliate; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

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

(i) bring an action for specific enforcement;

(ii) terminate the Fee Agreement;

(iii) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or

(iv) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

Jackson PV1, LLC
600 Park Offices Drive, Suite 285
Durham, NC 27709

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
Attn: William R. Johnson
P.O. Box 11889
Columbia, SC 29211

IF TO THE COUNTY:

Aiken County, South Carolina
Attn: County Administrator
1930 University Parkway, Suite 3100
Aiken, SC 29801
(803) 642-2012

WITH COPIES TO:

Aiken County Attorney
1930 University Parkway, Suite 3600
Aiken, SC 29801
(803) 642-3628

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or South Carolina laws.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be

made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with written notice of termination, and such termination shall be effective as of the date determined by the Company; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination, shall survive such termination. In the year following the effective date of termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the effective date of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to its subject matter, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; *provided, however*, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

ARTICLE VII

INDEMNIFICATION, INDIVIDUAL LIABILITY

Section 7.1 Indemnification Covenants.

(a) Company shall and agrees to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project during the Term, and, Company further, shall indemnify and save the County harmless against and from all claims arising during the Term from (i) any condition of the Project, (ii) any breach or default on the part of Company in the performance of any of its obligations under this Agreement, (iii) any act of negligence of Company or any of its agents, contractors, servants, employees or licensees, (iv) any act of negligence of any assignee or sublessee of Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of Company, or (v) any environmental violation, condition, or effect. Company shall indemnify and save the County harmless from and against all reasonable costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, Company shall defend it in any such action, prosecution or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, or employees, shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the issuance of any Bonds, by reason of the execution of any Indenture, by reason of the performance of any act requested of it by the Company, or by reason of the County's ownership of the Project or the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers or employees should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

(Signature Page Follows)

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

**AIKEN COUNTY,
SOUTH CAROLINA**

Signature: _____
Name: _____
Title: _____

ATTEST:

Signature: _____
Name: _____
Title: Clerk to County Council

JACKSON PV1, LLC

Signature: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

Parcel Numbers 095-17-01-001, 095-19-01-013, 095-18-01-003, 095-14-02-002, 095-13-02-001
and

076-16-01-002

Parcel Number 095-17-01-001

Legal Description of the Property Mcelmurray Farms Inc 07 01

Parcel Number 095-19-01-013

Legal Description of the Property By Hwy 63

Parcel Number 095-18-01-003

Legal Description of the Property North Of Jackson

Parcel Number 095-14-02-002

Legal Description of the Property E Of Hwy 63

Parcel Number 095-13-02-001

Legal Description of the Property N/W OF STATE HWY 63

Parcel Number 076-16-01-002

Legal Description of the Property W OF HWY 63

EXHIBIT B
JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee Agreement effective _____, 2023 (“Fee Agreement”), between Aiken County, South Carolina (the “County”) and JACKSON PV1, LLC (the “Company”).

1. Joinder to Fee Agreement.

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement except the following: _____; (b) acknowledges and agrees that (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

The Sponsor Affiliate acknowledges that all references in the Fee Agreement to rights and obligations of the Company in the Fee Agreement apply to the Sponsor Affiliate with respect to its investment in the Project.

The Company (a) agrees to be responsible for all repayment obligations that arise pursuant to the Fee Agreement, unless otherwise agreed to through a separate agreement in writing by and between the Company and the Sponsor Affiliate (including any lease agreements that have been or will be assigned to the Company in connection with the Project); and (b) agrees to indemnify the Sponsor Affiliate against all claims brought against it arising from the Fee Agreement, provided that such repayment obligation is not an obligation of the Sponsor Affiliate under a separate agreement in writing as set forth above or the claim is not a result of Sponsor Affiliate’s own negligence, bad faith, fraud, deceit, or willful misconduct.

2. Capitalized Terms.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. Governing Law.

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice.

Notices under Section 6.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below, and the Company hereby agrees to the terms set forth herein

Date

Name of Sponsor Affiliate

Signature: _____
Name: _____
Title: _____
Address: _____

COMPANY:

Signature: _____
Name: _____
Title: _____

Sponsor(s)	: County Council	I _____,
First Reading	: April 18, 2023	Council Clerk, certify that this Ordinance was
Second Reading	: May 16, 2023	advertised for Public Hearing on _____.
Public Hearing	: June 6, 2023	
Third Reading	: June 6, 2023	
Effective Date	:	

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

Declaring Certain Real Property, Along With All Improvements Located Thereon, Identified As The Portion Of Aiken County Tax Map Parcel Number 052-14-01-001 Consisting Of Approximately 11.9 Acres Located off of Huber Clay Road in Warrentville, South Carolina Surplus To County Purposes And To Authorize The Sale And Disposal Of The Property to Hilltop C&D, LLC.

WHEREAS:

1. Pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, and certain ordinances, Aiken County, South Carolina, acting by and through its County Council, is authorized to enter into contracts to convey real property owned by the County; and
2. After thorough review and consideration of all available options, County Council has determined that it is in the best interests of Aiken County that it provide for the conveyance of a portion of the property located off Huber Clay Road in Warrentville, South Carolina bounded a parcel owned by Leonard J. Atkinson on the North, a parcel owned by Hilltop C&D, Inc. (formerly owned by Dixie Clay Company) on the West and the South, and the remaining portion of the former Langley Landfill on the East, consisting of approximately 11.9 acres, to Hilltop C&D, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL THAT:

1. The Aiken County Council hereby (a) declares the aforesaid real property as surplus to the County's needs and authorizes the County Council Chairman to execute and deliver an Agreement of Purchase and Sale of Real Property providing for the sale and conveyance of the aforesaid buildings and land consisting of 11.9 acres, more or less, to Hilltop C&D, Inc. upon such terms and in such form and with such provisions as are recommended by the Aiken County Administrator and Aiken County Attorney for a purchase price of \$23,820.00 (\$2,000 per acre); (b) if all conditions and terms in aforesaid Agreement are timely satisfied as determined by Aiken County, authorizes the County Council Chairman to execute and deliver a deed, in a form and with contents approved by the County Attorney, conveying the aforesaid land pursuant to the terms of the aforesaid Agreement on such date or dates as shall be approved by the County Attorney; and (c) authorizes the County Council Chairman and County Administrator to execute and deliver such other documents and instruments that are reasonably necessary to accomplish the conveyance of the aforesaid land to Hilltop C&D, Inc. upon the advice of the County Attorney and approval by the County Attorney of such documents and instruments. The foregoing authorizations are conditioned on the property on the aforesaid site being retained and developed in a manner that subjects it to real property taxation.
2. Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.
3. This Ordinance is effective after third reading and a public hearing by County Council.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

REVIEWED BY: _____
Bradley Farrar, County Attorney

COUNCIL VOTE:

Christopher A. Austin
Licensed in SC & GA
chris@austinpethick.com
Kevin E. Pethick
Licensed in SC, NC & IN
kevin@austinpethick.com



115 Hearthstone Drive (29803)
PO Box 5900, Aiken, SC 29804
Telephone: (803) 226-0453
Facsimile: (803) 226-0498

Aiken County Government
Attn: Bradley Farrar, County Attorney
1930 University Pkwy
Aiken, SC 29801

RE: Offer to Purchase and Letter of Intent

Mr. Farrar, our firm represents Hilltop C & D, LLC (“Hilltop”). Hilltop is purchasing a large tract of land that is currently owned and was previously mined by the Vanderbilt Mining company. Vanderbilt has completed its mining activities on the property and DHEC has certain reclamation obligations that it requires Vanderbilt to perform in order to address certain steep slopes and “unsafe conditions”. Hilltop is purchasing portions of the Vanderbilt property to utilize it as a Landfill.

As a condition to issuing a landfill permit to Hilltop, DHEC will require Hilltop to assume the reclamation obligations of Vanderbilt. Hilltop is willing to assume these reclamation obligations, but upon investigating the property, we realized that Vanderbilt had mined portions of the property owned by Aiken County in the areas shown on the aerial drawing attached hereto as **Exhibit A** (*see the areas where the edge of the cliff extends over the dashed green property line*).

In order for Hilltop to perform these reclamation obligations, it will need the ability to own and control those portions of the property that the County owns on which Vanderbilt has mined. Subject to DHEC approval, our client will meet the reclamation obligation to repair the slopes by filing those areas with a combination of landfill materials and dirt. But in order to make this happen, Hilltop needs to purchase the 11.91 acre parcel shown in cross-hatch on **Exhibit A** (the “Property”). A precise survey of said land has been completed and will be provided to the County, a copy of which is attached as **Exhibit B**. Hilltop also needs a landfill buffer reduction from 300’ to the DHEC requirement of 100’. Separately from this letter, we are submitting a variance request for Hilltop through the appropriate process.

This proposal is a big win for the County, because our client is agreeing to assume reclamation obligations on a portion of the County’s property that has a huge cliff, which presents a big legal liability, and it is also encumbered with DHEC reclamation obligations. Not only is Hilltop willing to perform these reclamation obligations, but it is also willing to pay the County market value for the Property. Based on the attached appraisal, we estimate the value of 11.91 acres to be \$23,820.00, or \$2,000 per acre.

As we only recently discovered the need to acquire this Property from the County, we are now behind schedule. Hilltop cannot submit its landfill permit with DHEC until it can demonstrate control over the Property. This letter serves as a formal offer by Hilltop to purchase the 11.91 acre Property from the County for \$23,820.00. Additionally, in order to stay on schedule by allowing Hilltop to file its landfill permit with DHEC, by the signature of both parties below, we would intend for this document to serve as a non-binding Letter of Intent between Hilltop and the County, which addresses the purchase terms of the Property and the proposed buffer reductions that Hilltop has requested through a variance application filed with Aiken County Planning and Development. We understand that the County cannot be bound to

sell Hilltop the Property or reduce the landfill buffer without the necessary public hearings and council or BZA consents. We also understand that terms of this non-binding LOI are subject to further review and approval by those County bodies, but a non-binding LOI that summarizes our proposed terms with regard to the Property should be sufficient for DHEC to accept our landfill permit application. Therefore, we appreciate your cooperation in helping us meet our deadlines.

Please sign in receipt of this letter the County's acknowledgement that Hilltop has offered to purchase the Property from the County under the terms generally set forth herein, that Hilltop has submitted a variance application consistent with the form attached hereto as **Exhibit C**, and that the County will forward that application to the appropriate planning entity for consideration under the land management regulations and the ordinances of Aiken County, subject to the right of those bodies to accept, modify or reject the same.

Thank you for your consideration.

Sincerely,

Kevin Pethick

Kevin Pethick (Apr 6, 2023 14:06 EDT)

Kevin E. Pethick,
Attorney & Agent for Hilltop

Submitted By,

Hilltop C & D, LLC, a South Carolina limited liability company

By: Tim Fox
Tim Fox (Apr 6, 2023 14:20 EDT)

Its: Representative

Received By,

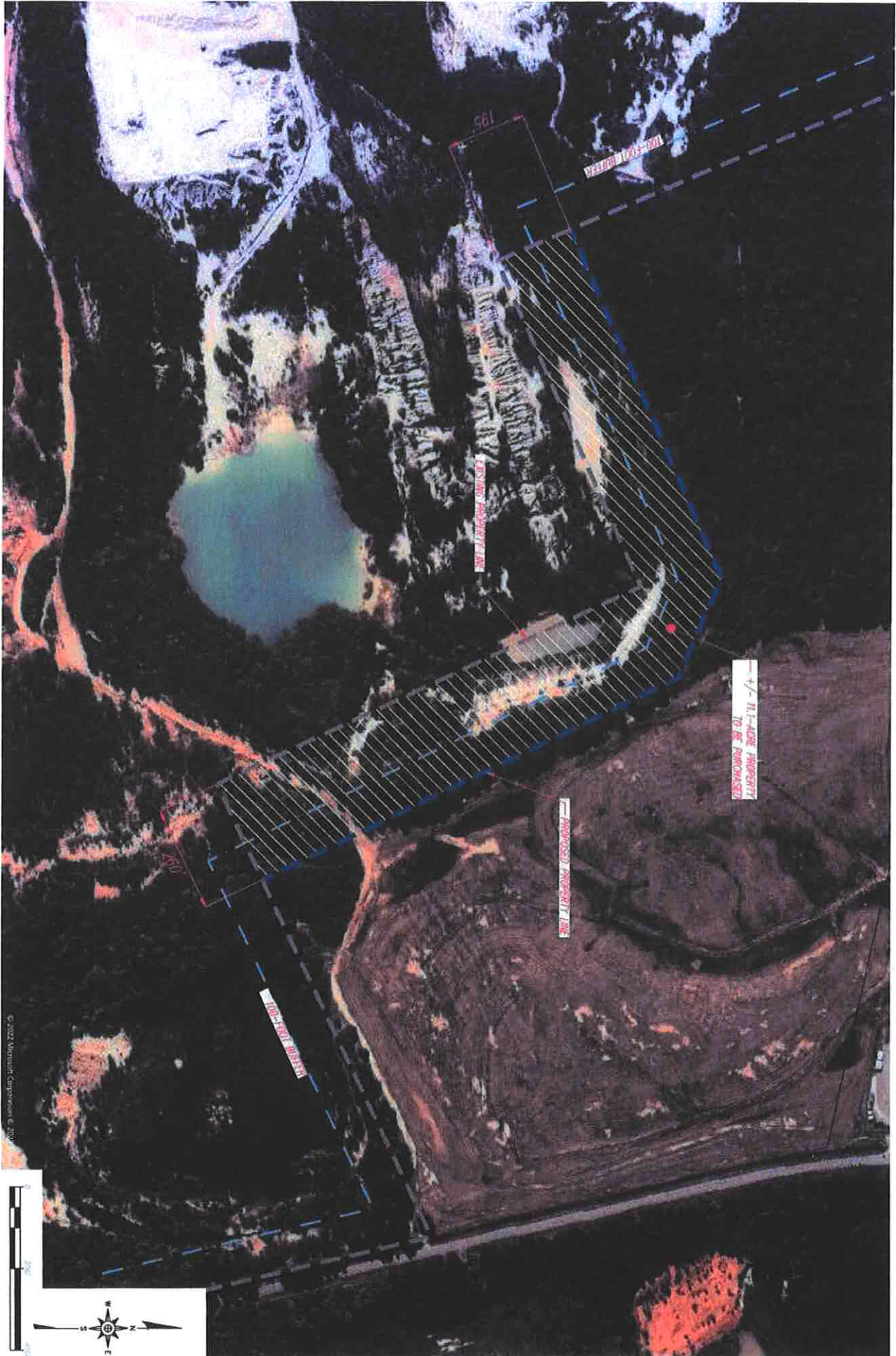
Aiken County, South Carolina, a government body politic

By: Gary Bunker

Its: Council Chairman



Exhibit A



COVER SHEET FOR ALTA/NSPS LAND TITLE SURVEY OF HILLTOP C & D, LLC PROPERTY LOCATED JUST SOUTH OF BURNETTOWN

AIKEN COUNTY - SOUTH CAROLINA

PREPARED FOR
HILLTOP C & D, LLC
NEW ELLENTON, S.C. 29809
CONTACT: TIM FOX (803)270-1205

DRAFT



NOTES RELATING TO TABLE A ITEMS:

- ITEM 1 - SHOWN ON SURVEY
- ITEM 2 - SHOWN ON SURVEY
- ITEM 3 - AS DESCRIBED IN NOTE 3 OR SURVEY
- ITEM 4 - SHOWN ON SURVEY
- ITEM 5 - PER PERMITS ON FILE WITH AIC, 2022
- ITEM 6 - PER PERMITS ON FILE WITH AIC, 2022
- ITEM 7 - PER PERMITS ON FILE WITH AIC, 2022
- ITEM 8 - PER PERMITS ON FILE WITH AIC, 2022
- ITEM 9 - PER PERMITS ON FILE WITH AIC, 2022
- ITEM 10 - PER PERMITS ON FILE WITH AIC, 2022
- ITEM 11 - PER PERMITS ON FILE WITH AIC, 2022
- ITEM 12 - PER PERMITS ON FILE WITH AIC, 2022
- ITEM 13 - PER PERMITS ON FILE WITH AIC, 2022
- ITEM 14 - PER PERMITS ON FILE WITH AIC, 2022
- ITEM 15 - PER PERMITS ON FILE WITH AIC, 2022
- ITEM 16 - PER PERMITS ON FILE WITH AIC, 2022
- ITEM 17 - PER PERMITS ON FILE WITH AIC, 2022
- ITEM 18 - PER PERMITS ON FILE WITH AIC, 2022
- ITEM 19 - PER PERMITS ON FILE WITH AIC, 2022
- ITEM 20 - PER PERMITS ON FILE WITH AIC, 2022

COMMITMENT LEGAL DESCRIPTIONS:

Commitment legal descriptions are provided for the parcels shown on the survey. These descriptions are based on the survey and are not intended to be used as a substitute for the legal descriptions shown on the original deed or other recorded instrument. The survey is not intended to be used as a substitute for the legal descriptions shown on the original deed or other recorded instrument.

SYMBOL	LEGEND
(A)	AS SHOWN ON SURVEY
(B)	CONCRETE MONOLITH FOUNDATION
(C)	CONCRETE (DESIGNED)
(D)	CONCRETE (FOUND)
(E)	SPRINKLE SYSTEM
(F)	ELECTRICAL MOUNTING
(G)	CEILING
(H)	OVERHEAD LIGHTS

* MONUMENTS HAVE BEEN PLACED AND MARKED AS SHOWN ON SURVEY

CURRENT ZONING
RUD (RURAL DEVELOPMENT)

PROPOSED USE:
LANDFILL

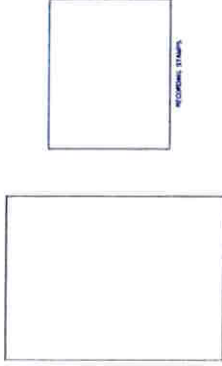
535.08 ACRES
(PORTION OF T.M. 037A-15A-001)

NOTICE TO THE PUBLIC:
This is a preliminary survey and should not be used for any purpose without the approval of the surveyor. The survey is not intended to be used as a substitute for the legal descriptions shown on the original deed or other recorded instrument.

NOTES:

1. PROPERTY BOUNDARIES AND DIMENSIONS ARE SHOWN ON THIS SURVEY. THE SURVEY IS BASED ON THE DATA PROVIDED BY THE CLIENT. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBVIOUS ERRORS. THE SURVEY IS NOT INTENDED TO BE USED AS A SUBSTITUTE FOR THE LEGAL DESCRIPTIONS SHOWN ON THE ORIGINAL DEED OR OTHER RECORDED INSTRUMENT.
2. ALL DIMENSIONS ARE IN FEET AND INCHES.
3. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE PROPERTY.
4. THE SURVEY WAS PERFORMED ON 11/14/2022.
5. ALL DISTANCES WERE MEASURED WITH AN ELECTRONIC DISTANCE MEASUREMENT DEVICE (EDM).
6. ALL DISTANCES WERE MEASURED WITH AN ELECTRONIC DISTANCE MEASUREMENT DEVICE (EDM).
7. ALL DISTANCES WERE MEASURED WITH AN ELECTRONIC DISTANCE MEASUREMENT DEVICE (EDM).
8. ALL DISTANCES WERE MEASURED WITH AN ELECTRONIC DISTANCE MEASUREMENT DEVICE (EDM).
9. ALL DISTANCES WERE MEASURED WITH AN ELECTRONIC DISTANCE MEASUREMENT DEVICE (EDM).
10. ALL DISTANCES WERE MEASURED WITH AN ELECTRONIC DISTANCE MEASUREMENT DEVICE (EDM).

ALTA/NSPS LAND TITLE SURVEY
THIS SURVEY WAS CONDUCTED ON 11/14/2022. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBVIOUS ERRORS. THE SURVEY IS NOT INTENDED TO BE USED AS A SUBSTITUTE FOR THE LEGAL DESCRIPTIONS SHOWN ON THE ORIGINAL DEED OR OTHER RECORDED INSTRUMENT.



SCHEDULE B-2 EXCEPTIONS

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBVIOUS ERRORS. THE SURVEY IS NOT INTENDED TO BE USED AS A SUBSTITUTE FOR THE LEGAL DESCRIPTIONS SHOWN ON THE ORIGINAL DEED OR OTHER RECORDED INSTRUMENT.

1. The survey was conducted on 11/14/2022. The surveyor has conducted a visual inspection of the property and has found no obvious errors. The survey is not intended to be used as a substitute for the legal descriptions shown on the original deed or other recorded instrument.
2. All dimensions are in feet and inches.
3. All distances are measured along the centerline of the road or along the centerline of the property.
4. The survey was performed on 11/14/2022.
5. All distances were measured with an electronic distance measurement device (EDM).
6. All distances were measured with an electronic distance measurement device (EDM).
7. All distances were measured with an electronic distance measurement device (EDM).
8. All distances were measured with an electronic distance measurement device (EDM).
9. All distances were measured with an electronic distance measurement device (EDM).
10. All distances were measured with an electronic distance measurement device (EDM).

PROJECT NO.	24138
DATE	11/21/22
DWN.	JMB
FIELD	CMA
CMD.	CMA/MS
NO. OF SHEETS	12
NO. OF SHEETS COMPLETED	1
NO. OF SHEETS TO BE COMPLETED	11
NO. OF SHEETS TO BE COMPLETED	11
NO. OF SHEETS TO BE COMPLETED	11

PROJECT NO. 24138
DATE 11/21/22
DWN. JMB
FIELD CMA
CMD. CMA/MS
NO. OF SHEETS 12
NO. OF SHEETS COMPLETED 1
NO. OF SHEETS TO BE COMPLETED 11
NO. OF SHEETS TO BE COMPLETED 11

PROJECT NO. 24138
DATE 11/21/22
DWN. JMB
FIELD CMA
CMD. CMA/MS
NO. OF SHEETS 12
NO. OF SHEETS COMPLETED 1
NO. OF SHEETS TO BE COMPLETED 11
NO. OF SHEETS TO BE COMPLETED 11

PROJECT NO. 24138
DATE 11/21/22
DWN. JMB
FIELD CMA
CMD. CMA/MS
NO. OF SHEETS 12
NO. OF SHEETS COMPLETED 1
NO. OF SHEETS TO BE COMPLETED 11
NO. OF SHEETS TO BE COMPLETED 11

PROJECT NO. 24138
DATE 11/21/22
DWN. JMB
FIELD CMA
CMD. CMA/MS
NO. OF SHEETS 12
NO. OF SHEETS COMPLETED 1
NO. OF SHEETS TO BE COMPLETED 11
NO. OF SHEETS TO BE COMPLETED 11

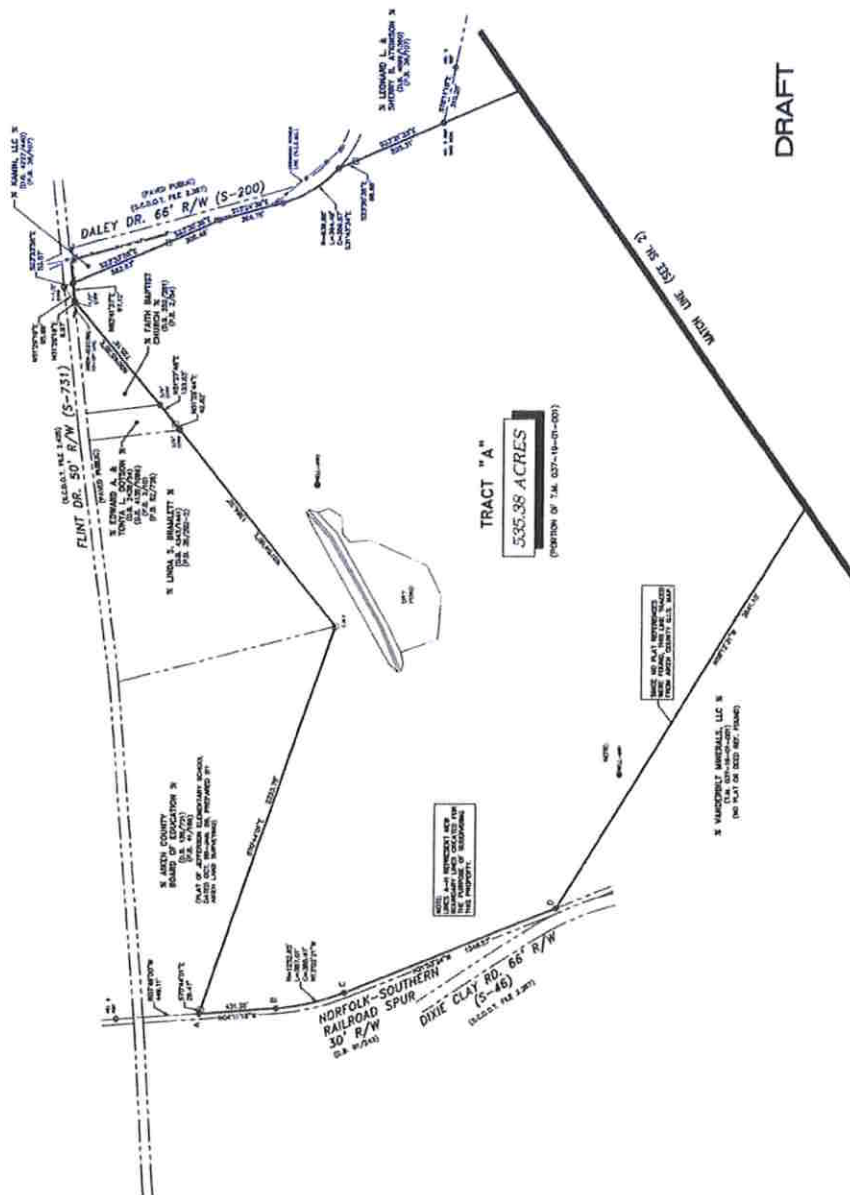
PROJECT NO. 24138
DATE 11/21/22
DWN. JMB
FIELD CMA
CMD. CMA/MS
NO. OF SHEETS 12
NO. OF SHEETS COMPLETED 1
NO. OF SHEETS TO BE COMPLETED 11
NO. OF SHEETS TO BE COMPLETED 11

PROJECT NO.	22139
DATE	11/21/22
SCALE	1"=200'
OWNER	HILLTOP C & D, LLC
FIELD CDR	
CHKD. SMH/JAB	
NO. DATE	
REVISION	

PROJECTED BY
 HILLTOP C & D, LLC
 101 LAUREL RIDGE DRIVE, SUITE 200
 Aiken, SC 29801
 DATE: 11/21/22

ALTA-NSPS LAND TITLE SURVEY
 OF
 HILLTOP C & D, LLC
 PROPERTY LOCATED JUST SOUTH OF BARNSTON
 AIKEN COUNTY, SOUTH CAROLINA

SHEET NO.
1 OF 2



DRAFT

TRACT "A"
 535.38 ACRES
 (PORTION OF T.M. 027-14-01-001)



PREPARED FOR
 HILLTOP C & D, LLC
 101 LAUREL RIDGE DRIVE, SUITE 200
 Aiken, SC 29801

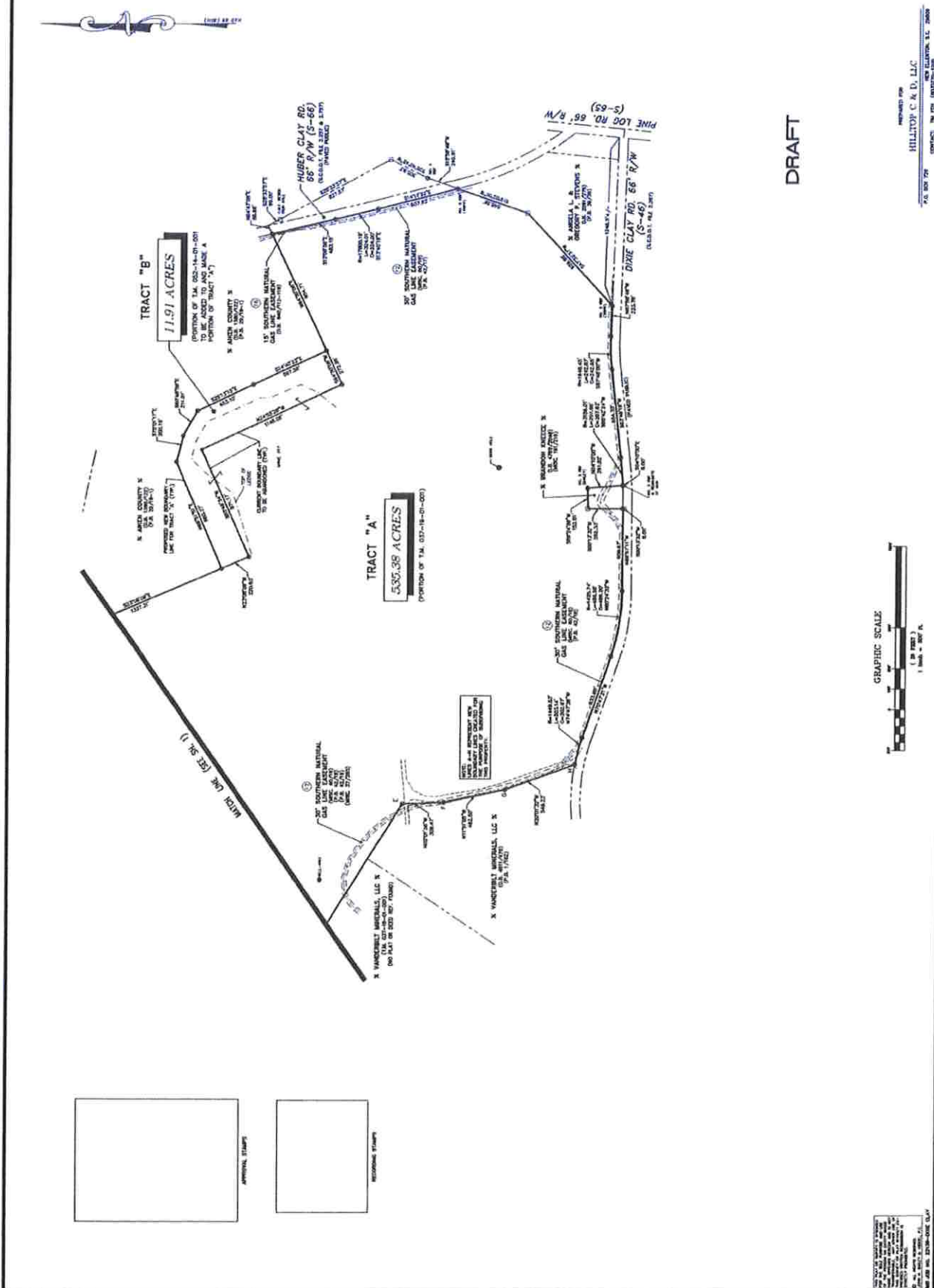


DATE PLOTTED: 11/21/22
 PLOT SCALE: 1"=200'
 PLOT BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

DATE 11/21/22
 SCALE 1"=200'
 DRAWN JMB
 FIELD CMH/JMB
 CHECKED ERT/HLS AND BMS/BBB

NO.	DATE	REVISION
1	12/05/22	ADDED ERT HILLS AND BMS/BBB
2	02/09/23	ADDED TRACT "B"

DRAFT



APPROVAL STAMPS

RECORDING STAMPS

Exhibit C



www.aikencountysc.gov

Aiken County
Planning and Development Department
1930 University Parkway, Suite 2800
Aiken, SC 29801
(803) 642-1520

APPLICATION FOR A VARIANCE OR AN APPEAL FROM THE DEVELOPMENT DIRECTOR'S DECISION

A \$100.00 non-refundable administrative fee payable to Aiken County Planning & Development shall accompany this Application to the Aiken County Board of Appeals. Incomplete applications will not be processed.

Applicant's Name: Hilltop C & D, LLC c/o Kevin E. Pethick, Esq. Phone: 803-652-3232 / 803-226-0453

Address: 2087 Williston Rd., Aiken, SC 29803

The applicant hereby respectfully requests: (check one)

- A variance from the requirements of the Aiken County Code of Laws (Fill in items 1, 2 and 3)
 An appeal of the Development Director's decision/interpretation of the ordinance (Fill in items 1 & 2)

1. Address and tax parcel number of the property for which a variance or an appeal is requested:

Tax Parcel Number: 037-19-01-001 & 052-14-01-001 Zone: RUD & RUD

Address: Dixie Clay Rd. & 424 Huber Clay Rd.

2. Describe the nature of the variance or appeal requested and cite the specific action or provision from which the appeal is taken:

See Attached Exhibit A - Nature of the Variance Request and Specific Provision

3. Describe how this request satisfies each of the four following criteria for granting a variance:

a. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography:

See Attached Exhibit B - Exceptional Conditions.

b. These conditions do not generally apply to other property in the vicinity:

Other properties in the vicinity do not have conditions where mining activity has violated the buffer requirements and where such reclamation efforts must be made in order to bring the property into compliance with buffer requirements.

c. Because of these conditions, the application of the ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property

See Attached Exhibit C - Unreasonably Restricted Use.

d. The authorization of a variance would not cause substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by granting the variance. No variance may be granted for a use that is prohibited in a given district, to extend physically a nonconforming use, or to change zoning district boundaries:

See Attached Exhibit D - Beneficial Use

Additional information attached: Yes No

Note: It should be understood by the applicant that while this Application will be carefully reviewed and considered, the burden of proving the need for a variance or an appeal rests with the applicant.

Signature _____

Date _____

PND/TW/2014-09-17/PND_VarianceOrAppealDevDirector.docx

Exhibit A

Nature of the Variance Request and Specific Provision

Currently, Dixie Clay Co. owns and operates/has operated a mine on the subject property located on Dixie Clay Rd. This property abuts the county landfill site location on Huber Clay Rd. Hilltop C & D is in the final stages of receiving all necessary permits, approvals, and permissions to acquire a portion of the property currently owned by the Dixie Clay Co. to operate a C & D landfill. When Hilltop C & D acquires the property from the Dixie Clay Co., they will also seek to acquire a portion of land from Aiken County landfill which abuts the property. The portion to be acquired includes 11.91 acres of Aiken County property. Currently existing along the property line between the two parcels is a situation where the current owner, has conducted mining operations that not only are closer than three hundred (300) feet from the property line, but which also encroach onto the adjacent property owned by Aiken County.

Because of this encroachment, if anyone establishes a C & D landfill as the property currently exists, they would be in violation of Section 24-3.6 (2)a of the Aiken County zoning Requirements which states:

“An inert landfill may be located up to, but not closer than three hundred (300) feet from any property line.”. (Ord. No. 07-6-12, § 5, 6-5-07; Ord. No. 14-12-18, § 1, 12-9-14)

This same Section 24-3.6 (2)a of the Aiken County zoning Requirements is the specific provision of the code which Hilltop C & D is requesting a variance for. Hilltop C & D seeks to receive a variance for Section 24-3.6 (2)a allowing for the buffer zone to be located not closer than one hundred (100) feet from any property line instead of three hundred (300) feet from any property line. This variance would still meet the state requirement of SCDHEC for a C & D landfill buffer zone of one hundred (100) feet.

As a reference, please see the attached proposed layout and most current survey of the subject property.

Exhibit B

Exception Conditions

As stated in **Exhibit A**, the former mining operations have encroached onto the neighboring parcel whereby the mining activities have not only been closer than 300 feet from the property line, but the mining activities have crossed over onto the neighboring parcel which is owned by Aiken County. This extraordinary and exceptional condition requires extensive reclamation efforts which Hilltop C & D will complete through their efforts to use the former mining site as a legally permitted and effectively operated C & D landfill.

Exhibit C

Unreasonably Restricted Use

Not only would the current state of the subject property create a situation where operating a C & D landfill would be a violation of Aiken County Codes, but it would also be in violation of requirements of SCDHEC Regulation 61-107.19 Part IV establishing criteria for Class Two Landfills. SCDHEC Regulation 61-107.19 Part IV requires that any new C & D landfill must have a one hundred (100) foot buffer zone. If Hilltop C & D acquires the subject property as it exists, in order to operate as a C & D landfill this will create violations of local and state regulations, and the viable operation of a C & D landfill will be severely jeopardized and most likely made impossible. Hilltop is more than willing to acquire the property and make all necessary reclamation efforts as required by SCDHEC, which would be a huge benefit to Aiken County from a public safety and liability standpoint. However, it is not wise or prudent for Hilltop C & D to move forward with the project by assuming the liability without the requested variance being approved and without acquiring the approximate 11.91 acres from the County of Aiken.

Exhibit D

Beneficial Use

Approval of the requested variance would not cause substantial detriment to adjacent property or to public good. In fact, approval of the requested variance would allow Hilltop C & D to operate their landfill in accordance with all requirements, because both the variance for the county and the SCDHEC requirements would match, requiring a one hundred (100) foot buffer zone. It would also empower Hilltop C & D to assume reclamation efforts not currently taking place. Finally, this approval would alleviate Aiken County of any issues that could occur from allowing the mining operations to encroach onto county property. Both parcels are zoned RUD, therefore there would be no change in the zoning district boundaries. Also, a C & D landfill is permitted use in an RUD zoned area and the County's use of the adjacent property was a former landfill.

4862-1023-9575, v. 2










LOI 11 Aiken County Acres With Exhibits 4861-5215-9580 v.1

Final Audit Report

2023-04-06

Created:	2023-04-06
By:	Meg Morgan Adams (meg@austinpethick.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT0Fm1oZ63HMct9xYx0BU-SmeV3w8Szvy

"LOI 11 Aiken County Acres With Exhibits 4861-5215-9580 v.1" History

-  Document created by Meg Morgan Adams (meg@austinpethick.com)
2023-04-06 - 6:03:31 PM GMT
-  Document emailed to Kevin Pethick (kevin@austinpethick.com) for signature
2023-04-06 - 6:04:43 PM GMT
-  Document emailed to timf@bkgradingandpaving.com for signature
2023-04-06 - 6:04:44 PM GMT
-  Email viewed by Kevin Pethick (kevin@austinpethick.com)
2023-04-06 - 6:06:45 PM GMT
-  Document e-signed by Kevin Pethick (kevin@austinpethick.com)
Signature Date: 2023-04-06 - 6:06:58 PM GMT - Time Source: server
-  Email viewed by timf@bkgradingandpaving.com
2023-04-06 - 6:19:17 PM GMT
-  Signer timf@bkgradingandpaving.com entered name at signing as Tim Fox
2023-04-06 - 6:20:24 PM GMT
-  Document e-signed by Tim Fox (timf@bkgradingandpaving.com)
Signature Date: 2023-04-06 - 6:20:26 PM GMT - Time Source: server
-  Agreement completed.
2023-04-06 - 6:20:26 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



Aiken County
Planning & Development Department

Remembering the Past, Preparing for the Future

Joel T. Duke, AICP
Department Director

November 8, 2022

Griff Doolittle, Associate Attorney
Austin and Pethick Law Firm
115 Hearthstone Drive
PO Box 5900
Aiken, SC 29804
griff@austinpethick.com

**Re: Parcel owned by Dixie Clay Company
Zoning Verification
Aiken County Tax Parcel #037-19-01-001
Dixie Clay Road, Beech Island, SC**

Dear Mr. Doolittle:

Thank you for your inquiry regarding the referenced property. According to the Official Zoning and Development District Atlas of Aiken County, the property is zoned RUD (Rural Development). Permitted uses and dimensional requirements for properties in an RUD district may be found in Tables 1 and 2 of [Section 24-2.6 of the Aiken County Code of Ordinances](https://library.municode.com/sc/aiken_county/codes/code_of_ordinances) available at https://library.municode.com/sc/aiken_county/codes/code_of_ordinances. A proposed use of a landfill on the referenced property is a use permitted by right in an RUD district.

If you have questions or require additional information, you may contact me at 803-642-1520 x 2604 or rconnelly@aikencountysc.gov.

Sincerely,

A handwritten signature in blue ink that reads "Rhonda C. Connelly".

Rhonda C Connelly
Planner I

Sponsor(s) : County Council
First Reading : May 2, 2023
Second Reading : May 16, 2023
Public Hearing : June 6, 2023
Third Reading : June 6, 2023
Effective Date :

I, _____
Council Clerk, certify that this ordinance was
published for a Public Hearing on _____.

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize Local Law Enforcement Officers To, Upon Their Retirement, Retain Their Service Weapons Issued
By Aiken County While Serving In Active Duty Status.

WHEREAS:

1. In 1999, the General Assembly enacted Section 23-1-225 of the Code of Laws of the State of South Carolina, which provides, "Upon retirement, state law enforcement officers may retain their commissions in retired status with all rights and privileges, including the right to retain their service weapons issued while serving in active duty status"; and
2. County Council finds that extending this benefit to local law enforcement officers is appropriate.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL THAT:

1. County Council hereby authorizes Aiken County Sheriff's deputies to, upon their retirement, retain their service weapons issued to them by Aiken County or the Aiken County Sheriff's Office while serving in active duty status.
2. Council hereby waives any requirement that this Ordinance be referred to a committee of council or be recommended by a committee of council.

This Ordinance shall become effective on _____.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

REVIEWED BY: _____
Bradley Farrar, County Attorney

COUNCIL VOTE:

Sponsor(s) : County Council I _____,
 First Reading : May 16, 2023 Council Clerk, certify that this Ordinance was
 Second Reading : June 6, 2023 advertised for Public Hearing on _____.
 Public Hearing :
 Third Reading :
 Effective Date :

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Amend Ordinance No. 22-06-09, the Aiken County FY23 Operating and Capital Budgets to Cover Certain Unanticipated Operational Costs, to Pay for the Removal and Installation of the South Carolina Educational Television Transmission Tower, and to Provide for the Transfer of Balances From Other Funds to the General Fund as Needed, and Other Matters Related Thereto.

WHEREAS:

1. The Aiken County Council, pursuant to state statutes, has the authority to prepare an annual budget for all Departments and Agencies of the County Government; and
2. The Fiscal Year 2022-2023 Annual Operating, Capital and Debt Service budget ordinance was given third reading and adopted by the County Council on June 21, 2022 with an effective date of July 1, 2022; and
3. County Council finds that this ordinance needs to be amended in certain particulars to appropriate funds received to cover unanticipated operational costs, to pay for the removal and installation of the South Carolina Educational Television Transmission Tower, and to provide for the transfer of balances from other funds to the general fund as needed.

NOW THEREFORE BE IT ENACTED BY THE AIKEN COUNTY COUNCIL THAT:

1. FY23 additional appropriations to meet the additional operational needs of departments that weren't included in the original FY23 budget:

General Fund Carry Forward Fund Balance	001-0000-385.90-00	\$660,700
Sheriff's Office Investigations Fuel	001-2121-421.30-28	20,000
Sheriff's Office Uniform Fuel	001-2123-412.30-28	26,000
EMS Vehicle Maintenance	001-2207-429.30-27	80,000
EMS Fuel	001-2207-429.30-28	115,000
Detention Center Drugs & Medical Supplies	001-2307-423.20-23	66,000
Coroner's Office Fuel	001-2801-429.30-28	3,000
Public Defender's Office Fuel	001-2901-412.30-28	6,000
Public Works Vehicle Maintenance	001-3101-431.30-27	2,500
Public Works Fuel	001-3101-431.30-28	2,500
Maintenance Shop Fuel	001-3181-431.30-28	3,000
Government Center Utilities	001-3501-431.40-48	116,000
Detention Center Utilities	001-3503-431.40-48	70,000
Physical Plant Utilities	001-3504-431.40-48	130,000
Health Department Utilities	001-3509-431.40-48	5,000
Code Enforcement Fuel	001-3866-419.30-28	12,000
PRT Maintenance Fuel	001-5130-451.30-28	3,700
Solid Waste Carry Forward	405-0000-385.90-00	33,200
Solid Waste C&D Fuel	405-3185-432.30-28	25,000

Solid Waste Drop Off Centers	405-3187-432.30-28	8,200
Road Maintenance Carry Forward	407-0000-385.90-00	170,000
Road Maintenance Vehicle Maintenance	407-3121-431.30-27	20,000
Road Maintenance Fuel	407-3121-431.30-28	150,000

2. Council hereby amends the FY 23 budget in order to provide funding for the removal and installation of the South Carolina Educational Television Transmission Tower as follows:

Capital Purchases Carry Forward Fund Balance	411-0000-385.90-00	\$850,000
Capital Purchases Demolition Costs	411-1314-413.70-79	\$850,000

3. Council also hereby amends the FY 23 budget in order to provide additional allocation to USCA for funds previously budgeted but not requested for distribution, as follows:

USCA Carry Forward Fund Balance	508-0000-385.90-00	\$100,000
USCA Aid to Other Agencies	508-7108-475.80-01	\$100,000

4. Council hereby amends the FY 23 budget in order to accept state funding to be allocated for the Solicitor’s Office to provide additional software as follows:

Solicitor’s State Appropriations	102-0000-322.15-00	\$600,000
Solicitor’s Software Annual Subscription	102-3001-412.93-01	\$600,000

5. Council hereby provides that the funds that were budgeted to be utilized under the Lost Revenue provision of the American Rescue Plan Funding to support the public safety salary upgrades in the FY 2023 general fund budget only be transferred as needed to meet budget shortfalls, if any.

6. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance, which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance, are severable.

This Ordinance shall become effective on _____.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

REVIEWED BY: _____
Bradley Farrar, County Attorney

COUNCIL VOTE:

Sponsor(s) : Kellems
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Appoint One Member to Designated Boards, Commissions and Committees with Terms of the Appointees to Run Concurrent with that of the Councilmember from District 2.

WHEREAS:

1. County Council adopted Ordinance No. 82-12-49 which established appointments for members of Boards, Commissions, Authorities, Agencies and Advisory Committees appointed on a district basis by County Council to expire with the terms of the appointing Councilmember; and
2. County Council desires to appoint a member to the designated Boards, Commissions and Committees below from District 2.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT Members are hereby appointed and/or reappointed to the following Boards, Commissions and Committees with terms of office to run concurrently with the terms of Councilman Mike Kellems, District 2 as follows:

1. RECREATION COMMISSION:

Vacant
Expired December 31, 2022

District 2, Expires December 31, 2026

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

COUNCIL VOTE:

Sponsor(s) : County Council
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Effective Date : June 7, 2023

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Approve the Allocation of Funds for Various Non-Profit Agencies from the FY 2023 Council Contingency Fund.

WHEREAS:

1. County Council has received many requests for funding from non-profit agencies operating in Aiken County; and
2. Council desires to approve certain of these allocations to assist the agencies.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. County Council approves the following allocations from the FY 2023 Council Contingency Fund:

Agency

Amount

Adopted at the regular meeting of Aiken County Council on June 6, 2023.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

COUNCIL VOTE:

Contingency Fund Request Pending:

Organization

Dist

Need

Cost

Sponsor(s) : County Council
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize the Council Chairman to Execute an Agreement and the County Treasurer to Accept a Payment-in-Lieu-of-Taxes from the Department of Energy/Savannah River Site for Tax Year 2022.

WHEREAS:

1. Aiken County (hereinafter called the “County”) has requested that the U.S. Department of Energy (hereinafter called “DOE”) render financial assistance to the County in the form of a payment in lieu of taxes on real property acquired for atomic energy purposes; and; and,
2. Aiken County has suffered ad valorem tax revenue losses by virtue of the removal from its taxable rolls certain real property owned by DOE and used for atomic energy purposes; and
3. DOE is authorized and has agreed to aid the County by making a payment in lieu of taxes for the ad valorem tax revenue loss in tax year 2022 as a result of DOE’s ownership provided the County will accept such payment in release of tax claims, if any, it may have against DOE or its management and operations contractors engaged in the performance of functions of DOE in Aiken County; and
4. The County is authorized to accept such financial assistance from DOE and to make contracts and execute instruments containing such terms and conditions as may be necessary for the purpose of obtaining such financial assistance

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The Aiken County Council of Aiken County in regular session at Aiken, South Carolina, on June 6, 2023, that the County Treasurer is hereby authorized to accept from DOE full payment in lieu of taxes for 2022 in the sum of \$1,620,000. Subject to the availability of funds and in full satisfaction and release of any claims against DOE or its management and operations contractors by the County on behalf of itself or any other governmental entity, including the School District, the Treasurer is hereby authorized to accept said amount for County Tax Year 2022.
2. The Chairman of the Aiken County Council is hereby authorized to execute for and in behalf of the County the attached DOE Agreement, designated as Intergovernmental Agreement SR-FY23-AC2022, which is incorporated in and made a part of this resolution.

Adopted at the regular meeting of Aiken County Council on June 6, 2023.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

COUNCIL VOTE:

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE U.S. DEPARTMENT OF ENERGY
SAVANNAH RIVER OPERATIONS OFFICE AND
THE COUNTY OF AIKEN SOUTH CAROLINA
FOR PAYMENT IN LIEU OF TAXES FOR TAX YEAR 2022

This Agreement is made and entered into this _____ day of _____, 2023, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the “Government”), represented by the UNITED STATES DEPARTMENT OF ENERGY, SAVANNAH RIVER OPERATIONS OFFICE (hereinafter referred to as the “DOE”), and THE COUNTY OF AIKEN, SOUTH CAROLINA (hereinafter referred to as the “County”), a political subdivision of the State of South Carolina.

Witnesseth That:

WHEREAS, the Government has acquired and owns land, including certain then existing improvements (hereinafter referred to as the “eligible real property”), that is eligible for payment in lieu of taxes (PILT) assistance under Section 168 of the Atomic Energy Act of 1954, as amended (42 U.S.C. §2208), and that, together with subsequent improvements, is known as the Savannah River Site. Such eligible real property: is located in the County, is not subject to State or local taxation because it is owned by the Government; was taken off the tax rolls because it was acquired by the Government; and is used to carry out activities authorized by the Atomic Energy Act of 1954, as amended (herein after referred to as “Atomic Energy Act,” 42 U.S.C. §2011, *et seq.*); and

WHEREAS, the activities of the Government in the County have been and are being carried on, in large part, through contractors engaged in the operation, construction, maintenance, or other utilization of said eligible real property in support of DOE’s mission; and

WHEREAS, under the Constitution and laws of the United States and the existing laws of the State of South Carolina, the eligible real property, by reason of Federal ownership, is not subject to taxation by the County; and

WHEREAS, under and pursuant to the provisions of Section 168 of the Atomic Energy Act, in order to render financial assistance to the states and localities in which the activities of DOE are carried on, and in which DOE has acquired property previously subject to state and local taxation, DOE has been and is authorized, but not required, to provide PILT financial assistance with respect to such eligible real property; and

WHEREAS, the County has submitted the necessary information supporting its request for PILT assistance for tax year 2022; and

WHEREAS, the County represents that it is authorized to make contracts and execute instruments containing such terms and conditions as may be necessary, proper, or advisable for the purpose of obtaining financial assistance from Federal Agencies.

NOW, THEREFORE, the parties hereto agree as follows:

1. For the purpose of rendering financial assistance to the County, but subject to the availability of funds, DOE will pay to the County the sum of \$1,620,000.00 as a payment in lieu of taxes for the Aiken County tax year 2022.
2. PILT assistance for the Savannah River Site will be made to the County by electronic funds transfer. The County will submit electronic funds transfer information to the Oak Ridge Financial Center on DOE's "Vendor Banking Data Form" which is available on-line at <http://www.orfse.doe.gov/homepage.html> under "Payment Services," then "Forms".
3. Such PILT assistance payment, when made, shall constitute full satisfaction of any and all County claims, for itself or on behalf of any other governmental entity, including the School Districts, of any nature whatsoever, against DOE or its contractors for real estate taxes related to DOE's eligible real property for County tax year 2022; *provided*, that the County's acceptance of such payment shall not prejudice its eligibility for any special burdens assistance in accordance with Section 168 of the Atomic Energy Act.
4. PILT assistance payments under this Agreement are subject to suspension during the pendency of any lawsuit filed by the County that seeks from the Federal Government any real property taxes or their equivalent with respect to such eligible real property and/or to improvements made thereon after such property was acquired by the Federal Government.
5. No member of or delegate to Congress or resident commissioner shall receive any share or part of this Agreement, or any benefit that may arise from this Agreement except to the extent that PILT assistance granted to Aiken County hereunder may generally benefit all citizens or residents of the County.
6. The County agrees that DOE and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the County involving transactions related to this Agreement until the expiration of three (3) years after final payment pursuant to this Agreement; *provided, however*, that at any time during the latter of such three-year period or any extension period DOE shall have the authority to extend or further extend the time for such access and examination. Nothing in this Agreement shall be deemed to preclude an audit by the Government Accountability Office of any transaction under this Agreement.
7. Any requirement for the payment or obligation of funds by DOE pursuant to this Agreement shall be subject to the availability of funds, and no provision herein shall be interpreted to require the obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §1341, nor shall anything herein be construed to imply that the Congress will appropriate funds to satisfy PILT assistance payments in accordance with this Agreement.

8. DOE's current policy is to make annual PILT assistance payments, at levels reflected in the existing and the most recent Intergovernmental Agreement(s), if the PILT assistance applicant certifies that no salient facts have changed. That policy and DOE's actions pursuant to it, does not create an entitlement to PILT assistance which by statute (Sec. 168, *supra*) is entirely discretionary; nor do they create a contractual obligation with respect to such assistance.

Subject to the foregoing, the availability of funds and subject to Section 9 of this Agreement, DOE will in the interim years between tax year 2007 and the new or revised PILT application required by Section 9 of this Agreement, make annual PILT assistance payments to the County as provided in Section 168 and this Agreement if such policy or a similar policy remains in effect and has not been superseded. Such recurring PILT assistance will be contingent upon DOE's receipt from the County of a request for such subsequent assistance together with a certification that for the applicable tax year, the salient facts underlying such assistance payment are the same as they were with respect to tax year 2007; *provided however*, that although jurisdiction-wide adjustments to tax assessments or to tax rates shall be fully disclosed to DOE, such adjustments will not require the filing of an initial application for PILT assistance, but will only require the County to file an application or request to change the basis for or amount of a PILT assistance payment under this agreement, and

If the current salient facts are not the same as the tax year 2007 facts, the County shall file an initial application for PILT assistance if it continues to desire such financial assistance.

9. The County will provide DOE with a new or revised PILT application no later than three (3) years after the end of its next assessment cycle. The new or revised application will contain a professionally generated appraisal. Section 168 of the Atomic Energy Act provides the Secretary of Energy the discretion to unilaterally terminate this Agreement upon reasonable notice. Failure by the County to submit anew or revised PILT application, including the professionally generated appraisal, within the specified time period shall constitute such reasonable notice and may result in termination of this Agreement.

10. DOE's PILT assistance is not an entitlement, and nothing in this Agreement, nor in the conduct of DOE under or relating to this Agreement, shall be interpreted to preclude or place any limitations, modifications, or conditions on the discretionary authority given to the Secretary of Energy by Section 168 of the Atomic Energy Act to make, modify, or unilaterally discontinue such payments. Said funds are subject to legislative or administrative reductions in funding levels.

11. Payment of funds by DOE in lieu of property taxes constitutes financial assistance within the meaning of 10 CFR Part 1040, Nondiscrimination in Federally Assisted Programs, Appendix A, and the County acknowledges that it is subject to and will comply with such regulations.

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

Contracting Officer
Savannah River Operations Office
Office of Contracts Management
U.S. Department of Energy

Gary Bunker
County Council Chairman
County of Aiken, South Carolina

Sponsor(s) : County Council
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Approve the Amendment of That Certain Agreement Governing the Aiken-Saluda Industrial Park
so as to Enlarge the Park (Jackson PV1, LLC)

WHEREAS:

1. Aiken County entered into to an agreement for development of a joint county industrial park dated as of May 13, 2021, with Saluda County (as amended from time to time, the “Park Agreement”); and
2. Pursuant to Section 4(A) of the Park Agreement, the boundaries of the park created therein (the “Park”) may be enlarged pursuant to a resolution of the County Council of the County in which the property to be added is located, and an approving resolution of the County Council of the partner county; and
3. It is now desired that the boundaries of the Park be enlarged; and
4. The expansion of the Park shall include certain tracts of real estate located in Aiken County described in the schedule attached to this Resolution as Exhibit A (“Property”).

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The Park Agreement is hereby and shall be amended to include the Property.
2. The Amendment to the Park Agreement attached hereto as Exhibit B (“Amendment”) is hereby approved, and the Chair of County Council and the Clerk to County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the executed Amendment to Saluda County for execution.

Adopted at the regular meeting of Aiken County Council on June 6, 2023.

ATTEST:

Katelyn Gorby, Council Clerk

SIGNED:

Gary Bunker, Chairman

COUNCIL VOTE:

EXHIBIT A
DESCRIPTION OF JACKSON PV1, LLC PROPERTY

Parcel Numbers 095-17-01-001, 095-19-01-013, 095-18-01-003, 095-14-02-002, 095-13-02-001 and

076-16-01-002

Parcel Number 095-17-01-001

Legal Description of the Property Mcelmurray Farms Inc 07 01

Parcel Number 095-19-01-013

Legal Description of the Property By Hwy 63

Parcel Number 095-18-01-003

Legal Description of the Property North Of Jackson

Parcel Number 095-14-02-002

Legal Description of the Property E Of Hwy 63

Parcel Number 095-13-02-001

Legal Description of the Property N/W OF STATE HWY 63

Parcel Number 076-16-01-002

Legal Description of the Property W OF HWY 63

EXHIBIT B

AMENDMENT TO PARK AGREEMENT

STATE OF SOUTH CAROLINA)	AMENDMENT TO THE
)	AGREEMENT FOR THE DEVELOPMENT
)	OF THE AIKEN-SALUDA INDUSTRIAL
COUNTY OF AIKEN)	PARK DATED MAY 13, 2021
COUNTY OF SALUDA)	(JACKSON PV1, LLC)

THIS AMENDMENT IS ENTERED INTO AS OF THE ____ DAY OF _____, 2023 BETWEEN AIKEN COUNTY, SOUTH CAROLINA AND SALUDA COUNTY, SOUTH CAROLINA

By authority of Resolution No. _____ adopted by the County Council of Aiken County on _____, 2023 and Ordinance No. _____ enacted by the County Council of Saluda County on _____, 2023, for value received, Aiken County and Saluda County hereby agree that: the property described in Exhibit A attached hereto (the "Property") is hereby added to and shall be deemed to be a part of the Aiken-Saluda Industrial Park Dated May 13, 2021 (the "Park Agreement"). All other terms and provisions of said Agreement shall remain in full force and effect.

WITNESS our hands and seals as of the day first above written.

AIKEN COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council
Aiken County, South Carolina

ATTEST:

By: _____
Clerk to Aiken County Council

SALUDA COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council Newberry County,
South Carolina

ATTEST:

By: _____

Clerk to Saluda County Council

EXHIBIT A
DESCRIPTION OF JACKSON PV1, LLC PROPERTY

Parcel Numbers 095-17-01-001, 095-19-01-013, 095-18-01-003, 095-14-02-002, 095-13-02-001 and

076-16-01-002

Parcel Number 095-17-01-001

Legal Description of the Property Mcelmurray Farms Inc 07 01

Parcel Number 095-19-01-013

Legal Description of the Property By Hwy 63

Parcel Number 095-18-01-003

Legal Description of the Property North Of Jackson

Parcel Number 095-14-02-002

Legal Description of the Property E Of Hwy 63

Parcel Number 095-13-02-001

Legal Description of the Property N/W OF STATE HWY 63

Parcel Number 076-16-01-002

Legal Description of the Property W OF HWY 63

Sponsor(s) : County Council
Committee Referral : NA
Committee Consideration Date : NA
Committee Recommendation : NA
Effective Date : June 7, 2023

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Make Application to the Administrator of the United States General Services Administrator for and to Secure the Transfer of the Former Charles E. Simons United States Courthouse Located at 223 Park Avenue, SW, Aiken, South Carolina.

WHEREAS:

1. Certain real property owned by the United States, located in the County of Aiken, State of South Carolina has been declared surplus and at the discretion of the Administrator of General Services (Administrator), may be conveyed for historic monument purposes to a State, political subdivision, instrumentalities thereof or municipality, under the provisions of 40 U.S.C. 550(h), and rules and regulations promulgated pursuant thereto, more particularly described as the former Charles E. Simons United States Courthouse, along with approximately one-half acre of land with GSA control number 4-G-SC-0653-AA; and
2. The County of Aiken, a body politic and corporate and a political subdivision of the State of South Carolina (County of Aiken) needs and will utilize said property in perpetuity for historic monument purposes as set forth in its application with the requirements of 40 U.S.C. 550(h) and rules and regulations promulgated thereunder; and
3. the applicant is authorized, willing and able to conduct compatible activities, and that regardless of any revenues derived from such activities, the applicant is financially able to utilize said property for historic monument purposes as set forth in its "Program of Preservation and Utilization" and in accordance with the requirements of 40 U.S.C. 550(h) and the rules and regulations promulgated thereunder; and
4. the applicant agrees that any income in excess of costs of repair, rehabilitation, restoration and maintenance shall be used by the applicant only for public historic preservation, park or recreational purposes as enunciated in its "Program of Preservation and Utilization."

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL:

1. That the County of Aiken shall make application to the Administrator for and to secure the transfer to it of the above-mentioned property for said use upon and subject to such exceptions, reservations, terms, covenants, agreements, conditions and restrictions as the Secretary of the Interior, and the Administrator, or their authorized representatives, may require in connection with the disposal of said property under 40 U.S.C. 550(h) and the rules and regulation issued pursuant thereto.
2. That the County of Aiken has legal authority, is willing, and is in a position to assume immediate care and maintenance of the property, and that Gary Bunker, Aiken County Council Chairman be and is hereby authorized, for and on behalf of the County of Aiken to do and perform any and all acts and things which may be necessary to carry out the foregoing resolution, including the preparing, making, and filing of plans, applications, reports, and other documents; the execution, acceptance, delivery and recordation of reports, and other documents; the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the transfer of said property, including the filing of copies of the application and the conveyance documents in the records of the governing body, and the payment of any and all sums necessary on account of the purchase price thereof or fees or costs incurred in connection with the transfer of said property for survey, title searches, recordation of instruments, or other costs identified with the Federal surplus property acquisition.

Aiken County Council
1930 University Parkway
Aiken, South Carolina 29801

Adopted at the regular meeting of Aiken County Council on June 6, 2023.

ATTEST:

SIGNED:

Katelyn Gorby, Clerk to Council

Gary Bunker, Chairman

I, Katelyn Gorby, hereby certify that I am the Clerk to Council of the Aiken County Council and that the foregoing resolution is a true and correct copy of the resolution adopted by the vote of a majority of the members of said Aiken County Council present at a meeting of said body on the 6th day of June, 2023 at which a quorum was present.

Katelyn Gorby, Clerk to Council

40 USC 550: Disposal of real property for certain purposes

Text contains those laws in effect on May 31, 2023

From Title 40-PUBLIC BUILDINGS, PROPERTY, AND WORKS

SUBTITLE I-FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES

CHAPTER 5-PROPERTY MANAGEMENT

SUBCHAPTER III-DISPOSING OF PROPERTY

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§550. Disposal of real property for certain purposes

(a) DEFINITION.-In this section, the term "State" includes the District of Columbia, Puerto Rico, and the territories and possessions of the United States.

(b) ENFORCEMENT AND REVISION OF INSTRUMENTS TRANSFERRING PROPERTY UNDER THIS SECTION.-

(1) IN GENERAL.-Subject to disapproval by the Administrator of General Services within 30 days after notice of a proposed action to be taken under this section, except for personal property transferred pursuant to section 549 of this title, the official specified in paragraph (2) shall determine and enforce compliance with the terms, conditions, reservations, and restrictions contained in an instrument by which a transfer under this section is made. The official shall reform, correct, or amend the instrument if necessary to correct the instrument or to conform the transfer to the requirements of law. The official shall grant a release from any term, condition, reservation or restriction contained in the instrument, and shall convey, quitclaim, or release to the transferee (or other eligible user) any right or interest reserved to the Federal Government by the instrument, if the official determines that the property no longer serves the purpose for which it was transferred or that a release, conveyance, or quitclaim deed will not prevent accomplishment of that purpose. The release, conveyance, or quitclaim deed may be made subject to terms and conditions that the official considers necessary to protect or advance the interests of the Government.

(2) SPECIFIED OFFICIAL.-The official referred to in paragraph (1) is-

(A) the Secretary of Education, for property transferred under subsection (c) for school, classroom, or other educational use;

(B) the Secretary of Health and Human Services, for property transferred under subsection (d) for use in the protection of public health, including research;

(C) the Secretary of the Interior, for property transferred under subsection (e) for public park or recreation area use;

(D) the Secretary of Housing and Urban Development, for property transferred under subsection (f) to provide housing or housing assistance for low-income individuals or families; and

(E) the Secretary of the Interior, for property transferred under subsection (h) for use as a historic monument for the benefit of the public.

(c) PROPERTY FOR SCHOOL, CLASSROOM, OR OTHER EDUCATIONAL USE.-

(1) ASSIGNMENT.-The Administrator, in the Administrator's discretion and under regulations that the Administrator may prescribe, may assign to the Secretary of Education for disposal surplus real property, including buildings, fixtures, and equipment situated on the property, that the Secretary recommends as needed for school, classroom, or other educational use.

(2) SALE OR LEASE.-Subject to disapproval by the Administrator within 30 days after notice to the Administrator by the Secretary of Education of a proposed transfer, the Secretary, for school, classroom, or other educational use, may sell or lease property assigned to the Secretary under paragraph (1) to a State, a political subdivision or instrumentality of a State, a tax-supported educational institution, or a nonprofit educational institution that has been held exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 (26 U.S.C. 501(c)(3)).

(3) FIXING VALUE.-In fixing the sale or lease value of property disposed of under paragraph (2), the Secretary of Education shall take into consideration any benefit which has accrued or may accrue to the Government from the use of the property by the State, political subdivision or instrumentality, or institution.

(d) PROPERTY FOR USE IN THE PROTECTION OF PUBLIC HEALTH, INCLUDING RESEARCH.-

(1) ASSIGNMENT.-The Administrator, in the Administrator's discretion and under regulations that the Administrator may prescribe, may assign to the Secretary of Health and Human Services for disposal surplus real property, including buildings, fixtures, and equipment situated on the property, that the Secretary recommends as needed for use in the protection of public health, including research.

(2) SALE OR LEASE.-Subject to disapproval by the Administrator within 30 days after notice to the Administrator by the Secretary of Health and Human Services of a proposed transfer, the Secretary, for use in the protection of public health, including research, may sell or lease property assigned to the Secretary under paragraph (1) to a State, a political subdivision or instrumentality of a State, a tax-supported medical institution, or a hospital or similar institution not operated for profit that has been held exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 (26 U.S.C. 501(c)(3)).

(3) FIXING VALUE.-In fixing the sale or lease value of property disposed of under paragraph (2), the Secretary of Health and Human Services shall take into consideration any benefit which has accrued or may accrue to the Government from the use of the property by the State, political subdivision or instrumentality, or institution.

(e) PROPERTY FOR USE AS A PUBLIC PARK OR RECREATION AREA.-

(1) ASSIGNMENT.-The Administrator, in the Administrator's discretion and under regulations that the Administrator may prescribe, may assign to the Secretary of the Interior for disposal surplus real property, including buildings, fixtures, and equipment situated on the property, that the Secretary recommends as needed for use as a public park or recreation area.

(2) SALE OR LEASE.-Subject to disapproval by the Administrator within 30 days after notice to the Administrator by the Secretary of the Interior of a proposed transfer, the Secretary, for public park or recreation area use, may sell or lease property assigned to the Secretary under paragraph (1) to a State, a political subdivision or instrumentality of a State, or a municipality.

(3) FIXING VALUE.-In fixing the sale or lease value of property disposed of under paragraph (2), the Secretary of the Interior shall take into consideration any benefit which has accrued or may accrue to the Government from the use of the property by the State, political subdivision or instrumentality, or municipality.

(4) DEED OF CONVEYANCE.-The deed of conveyance of any surplus real property disposed of under this subsection-

(A) shall provide that all of the property be used and maintained for the purpose for which it was conveyed in perpetuity, and that if the property ceases to be used or maintained for that purpose, all or any portion of the property shall, in its then existing condition, at the option of the Government, revert to the Government; and

(B) may contain additional terms, reservations, restrictions, and conditions the Secretary of the Interior determines are necessary to safeguard the interests of the Government.

(f) PROPERTY FOR LOW INCOME HOUSING ASSISTANCE.-

(1) ASSIGNMENT.-The Administrator, in the Administrator's discretion and under regulations that the Administrator may prescribe, may assign to the Secretary of Housing and Urban Development for disposal surplus real property, including buildings, fixtures, and equipment situated on the property, that the Secretary recommends as needed to provide housing or housing assistance for low-income individuals or families.

(2) SALE OR LEASE.-Subject to disapproval by the Administrator within 30 days after notice to the Administrator by the Secretary of Housing and Urban Development of a proposed transfer, the Secretary, to provide housing or housing assistance for low-income individuals or families, may sell or lease property assigned to the Secretary under paragraph (1) to a State, a political subdivision or instrumentality of a State, or a nonprofit organization that exists for the primary purpose of providing housing or housing assistance for low-income individuals or families.

(3) SELF-HELP HOUSING.-

(A) IN GENERAL.-The Administrator shall disapprove a proposed transfer of property under this subsection unless the Administrator determines that the property will be used for low-income housing opportunities through the construction, rehabilitation, or refurbishment of self-help housing, under terms requiring that-

(i) subject to subparagraph (B), an individual or family receiving housing or housing assistance through use of the property shall contribute a significant amount of labor toward the construction, rehabilitation, or refurbishment; and

(ii) dwellings constructed, rehabilitated, or refurbished through use of the property shall be quality dwellings that comply with local building and safety codes and standards and shall be available at prices below prevailing market prices.

(B) GUIDELINES FOR CONSIDERING DISABILITIES.-For purposes of fulfilling self-help requirements under paragraph (3)(A)(i), the Administrator shall ensure that nonprofit organizations receiving property under paragraph (2) develop and use guidelines to consider any disability (as defined in section 3(2) of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102(2))).

(4) FIXING VALUE.-

(A) IN GENERAL.-In fixing the sale or lease value of property disposed of under paragraph (2), the Secretary of Housing and Urban Development shall take into consideration and discount the value for any benefit which has accrued or may accrue to the Government from the use of the property by the State, political subdivision or instrumentality, or nonprofit organization.

(B) AMOUNT OF DISCOUNT.-The amount of the discount under subparagraph (A) is 75 percent of the market value of the property, except that the Secretary of Housing and Urban Development may discount by a greater percentage if the Secretary, in consultation with the Administrator, determines that a higher percentage is justified.

(g) PROPERTY FOR NATIONAL SERVICE ACTIVITIES.-

(1) ASSIGNMENT.-The Administrator, in the Administrator's discretion and under regulations that the Administrator may prescribe, may assign to the Chief Executive Officer of the Corporation for National and Community Service for disposal surplus property that the Chief Executive Officer recommends as needed for national service activities.

(2) SALE, LEASE, OR DONATION.-Subject to disapproval by the Administrator within 30 days after notice to the Administrator by the Chief Executive Officer of a proposed transfer, the Chief Executive Officer, for national service activities, may sell, lease, or donate property assigned to the Chief Executive Officer under paragraph (1) to an entity that receives financial assistance under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.).

(3) FIXING VALUE.-In fixing the sale or lease value of property disposed of under paragraph (2), the Chief Executive Officer shall take into consideration any benefit which has accrued or may accrue to the Government from the use of the property by the entity receiving the property.

(h) PROPERTY FOR USE AS A HISTORIC MONUMENT.-

(1) CONVEYANCE.-

(A) IN GENERAL.-Without monetary consideration to the Government, the Administrator may convey to a State, a political subdivision or instrumentality of a State, or a municipality, the right, title, and interest of the Government in and to any surplus real and related personal property that the Secretary of the Interior determines is suitable and desirable for use as a historic monument for the benefit of the public.

(B) RECOMMENDATION BY NATIONAL PARK SYSTEM ADVISORY BOARD.-Property may be determined to be suitable and desirable for use as a historic monument only in conformity with a recommendation by the National Park System Advisory Board established under section 102303 of title 54, only the portion of the property that is necessary for the preservation and

proper observation of the property's historic features may be determined to be suitable and desirable for use as a historic monument.

(2) REVENUE-PRODUCING ACTIVITY.-

(A) IN GENERAL.-The Administrator may authorize use of any property conveyed under this subsection for revenue-producing activities if the Secretary of the Interior-

- (i) determines that the activities are compatible with use of the property for historic monument purposes;
- (ii) approves the grantee's plan for repair, rehabilitation, restoration, and maintenance of the property;
- (iii) approves the grantee's plan for financing the repair, rehabilitation, restoration, and maintenance of the property; and
- (iv) examines and approves the accounting and financial procedures used by the grantee.

(B) USE OF EXCESS INCOME.-The Secretary of the Interior may approve a grantee's financial plan only if the plan provides that the grantee shall use income exceeding the cost of repair, rehabilitation, restoration, and maintenance only for public historic preservation, park, or recreational purposes.

(C) AUDITS.-The Secretary of the Interior may periodically audit the records of the grantee that are directly related to the property conveyed.

(3) DEED OF CONVEYANCE.-The deed of conveyance of any surplus real property disposed of under this subsection-

(A) shall provide that all of the property be used and maintained for historical monument purposes in perpetuity, and that if the property ceases to be used or maintained for historical monument purposes, all or any portion of the property shall, in its then existing condition, at the option of the Government, revert to the Government; and

(B) may contain additional terms, reservations, restrictions, and conditions the Administrator determines are necessary to safeguard the interests of the Government.

(Pub. L. 107-217, Aug. 21, 2002, 116 Stat. 1094 ; Pub. L. 113-287, §5(j)(2), Dec. 19, 2014, 128 Stat. 3269 .)

HISTORICAL AND REVISION NOTES

<i>Revised Section</i>	<i>Source (U.S. Code)</i>	<i>Source (Statutes at Large)</i>
550(a)	40:484(k)(1)(D).	June 30, 1949, ch. 288, title II, §203(k), 63 Stat. 387 ; July 12, 1952, ch. 703, §1(j), 66 Stat. 593 ; June 3, 1955, ch. 130, §6(a), (c), 69 Stat. 84 , 85; July 3, 1956, ch. 513, §2, 70 Stat. 494 ; Pub. L. 91-485, §2, Oct. 22, 1970, 84 Stat. 1084 ; Pub. L. 92-362, §1, Aug. 4, 1972, 86 Stat. 503 ; Pub. L. 94-519, §1(2), Oct. 17, 1976, 90 Stat. 2453 ; Pub. L. 103-82, title II, §202(f), Sept. 21, 1993, 107 Stat. 888 ; Pub. L. 105-50, §2, Oct. 6, 1997, 111 Stat. 1167 .
550(b)	40:484(k)(4).	
550(c)	40:484(k)(1) (matter before (A) related to education), (A), (C) (related to education).	
550(d)	40:484(k)(1) (matter before (A) related to public health), (B), (C) (related to public health).	
550(e)	40:484(k)(2).	
550(f)	40:484(k)(6).	
550(g)	40:484(k)(5).	
550(h)	40:484(k)(3).	

In subsections (b)(2), (c), and (d), the words "Secretary of Education" and "Secretary of Health and Human Services" are substituted for "Secretary of Health, Education, and Welfare", as appropriate, because of sections 301(a)(2)(P) and (b), 507, and 509(b) of the Department of Education Organization Act (20:3441(a)(2)(P) and (b), 3507, and 3508(b)).

In subsection (b)(2), the words "the Surplus Property Act of 1944, as amended", and the text of 40:484(k)(4)(D), are omitted because the relevant provisions of the Surplus Property Act of 1944 (50 App.:1611 et seq.) have been repealed.

In subsection (e), the definition of "States" is omitted as unnecessary because of 40:484(k)(1)(D), restated in subsection (a).

In subsection (e)(4), the words "this subsection" are used to reflect the probable intent of Congress. In 40:484(k)(2)(C), the words "this subsection" should probably be "this paragraph", meaning 40:484(k)(2). In the revised section, the reference to 40:484(k)(2) is translated as "this subsection" to reflect the restatement of 40:484(k)(2) as subsection (e) of the revised section.

In subsection (h), the definition of "States", is omitted as unnecessary because of 40:484(k)(1)(D), restated in

subsection (a).

In subsection (h)(1)(B), the words "National Park System Advisory Board" are substituted for "Advisory Board on National Parks, Historic Sites, Buildings and Monuments" because of the amendment of 16:463 by section 9 of the Act of August 18, 1970 (Public Law 91-383), as added by section 2 of the Act of October 7, 1976 (Public Law 94-458, 90 Stat. 1940).

In subsection (h)(2)(A), the words "this subsection" are used to reflect the probable intent of Congress. In 40:484(k)(3)(A), the words "this subsection" should probably be "this paragraph", meaning 40:484(k)(3). In the revised section, the reference to 40:484(k)(3) is translated as "this subsection" to reflect the restatement of 40:484(k)(3) as subsection (h) of the revised section. The words "or the Surplus Property Act of 1944, as amended" are omitted because the relevant provisions of the Surplus Property Act of 1944 (50 App.:1611 et seq.) have been repealed.

In subsection (h)(3), the words "this subsection" are used to reflect the probable intent of Congress. In 40:484(k)(3)(B), the words "this subsection" should probably be "this paragraph", meaning 40:484(k)(3). In the revised section, the reference to 40:484(k)(3) is translated as "this subsection" to reflect the restatement of 40:484(k)(3) as subsection (h) of the revised section.

EDITORIAL NOTES

REFERENCES IN TEXT

The National and Community Service Act of 1990, referred to in subsec.(g)(2), is Pub. L. 101-610, Nov. 16, 1990, 104 Stat. 3127, which is classified principally to chapter 129 (§12501 et seq.) of Title 42, The Public Health and Welfare. For complete classification of this Act to the Code, see Short Title note set out under section 12501 of Title 42 and Tables.

AMENDMENTS

2014-Subsec. (h)(1)(B). Pub. L. 113-287, §5(j)(2), substituted "section 102303 of title 54" for "section 3 of the Act of August 21, 1935 (16 U.S.C. 463) (known as the Historic Sites, Buildings, and Antiquities Act)".

Sponsor(s) : County Council I _____,
 First Reading : June 6, 2023 Council Clerk, certify that this Ordinance was
 Second Reading : advertised for Public Hearing on _____.
 Public Hearing :
 Third Reading :
 Effective Date :

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

An Ordinance to Amend Sec. 2-312.-Holidays, of the Aiken County Code of Ordinances to Include Additional
 Holidays County Offices Will Be Closed for Business.

WHEREAS:

1. Section 2-312 of the Aiken County Code of Ordinances currently provides ten (10) holidays for County employees whereby all County offices are closed except for essential services such as law enforcement, Emergency Medical Services and the Horse Creek Wastewater Treatment Plant; and
2. The State of South Carolina has additional holidays whereby State offices are closed, creating some minor difficulties in conducting County business with the State on those days; and
3. To avoid those operational challenges, County Council wishes to alter the County holiday schedule to coincide with the State's schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL THAT:

1. Section 2-312.-Holidays, of the Aiken County Code of Ordinances is hereby amended to add the following four days to the County holiday schedule:
 - Presidents' Day- third Monday of February
 - Confederate Memorial Day- May 10
 - Veterans' Day- November 11
 - The day after Christmas- December 26
2. All current holidays provided by Section 2-312 of the County Code of Ordinance remain unchanged.
3. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed.
4. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

This Ordinance shall become effective on _____.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

 Katelyn Gorby, Council Clerk

 Gary Bunker, Chairman

REVIEWED BY: _____
 Bradley Farrar, County Attorney

IMPACT STATEMENT: Approximately \$150,000-\$160,000 for additional overtime to essential workers required to work on holidays.

COUNCIL VOTE:

**AIKEN COUNTY COUNCIL
CONTINGENCY FUND FY2023**

STATUS REPORT AS OF May 17, 2023

BALANCE OF CONTINGENCY FUND TO DATE: \$4,776.00

FY 2023 APPROPRIATIONS

Resolution #	Allocations	District #	Request	
22-07-123	JoAnn Tillman Ministries, Inc.	4 & 5 (\$250 each)	Support for programs	(\$500.00)
	Olde Town Preservation Association	4 & 5 (\$500 each)	Annual Colonial Times event	(\$1,000.00)
	Wreaths Across America	At-Large (\$200) 2,4,5,7 (\$100 each)	Arlington Wreath Project	(\$600.00)
	Aiken Symphony Orchestra	At-Large (\$325) 7 (\$675)	Program ad/ sponsorship	(\$1,000.00)
	Military Order of the Purple Heart	At-Large, 2,4,5,7 (\$100 each)	Event sponsorship	(\$500.00)
	Belvedere Elementary	5	Support program funding	(\$300.00)
	Redcliffe Elementary	7	Program funding	(\$500.00)
	Aiken-Barnwell Mental Health	8	Funding for transportation assistance	(\$500.00)
	Hankinson Boxing Gym	8	Program funding	(\$1,000.00)
	Warrenville Community Council	6	Funding for building supplies	(\$1,000.00)
	Arts & Heritage Center of North Augusta	4 & 5 (\$500 each)	Historical marker for Walter Jackson	(\$1,000.00)
	Town of Wagener	1	Town museum renovation	(\$1,000.00)
	22-08-135	Aiken County Firefighter's Association	7	Heroes Remembered Walk Sponsorship
Horse Creek Midland Valley Veteran's Park		3	Assist with facility operations	(\$1,000.00)
22-09-148	Battle of Aiken	At-Large & 3 (\$200 ea), 2 (\$100), 7 (\$500)	Annual Wild West Fest	(\$1,000.00)
	Belvedere Dixie Youth Softball	5	Upgrades & repairs at Johnny Wood Park	(\$1,000.00)
	Wagener VFW Post 6304	1	School outreach programs	(\$1,000.00)
	Cedar Wagener Masonic Lodge 184	1	Community outreach events	(\$500.00)
	Mixon Signs	2	Neighborhood Watch Signs for The Retreat at Storm Branch	(\$216.00)
	Midland Valley Lions Club	3	Program funding	(\$1,000.00)
	Southside Gallery	8	Frame for Velice Cummings	(\$180.00)
22-10-167	Midland Valley High School	3 & 4 (\$100 ea)	Booster Club field signage	(\$200.00)
	Beech Island Historical Society	At-Large & 3 (\$500 ea)	Assist with funding for programs	(\$1,000.00)
	Beech Island Garden Club	3	Beautification projects	(\$500.00)
	Town of Jackson	2	Hook & Cook town festival	(\$1,000.00)
	Trophies Unlimited	At-Large	Plaque for Hal Peck	(\$28.00)
	North Augusta Rotary	4 & 5 (\$500 ea)	Annual Rotary Bowl	(\$1,000.00)
22-11-180	Joye in Aiken	7	Aiken Music Festival	(\$500.00)
	Valley Empty Stocking Fund	At-Large & 4 (\$250 ea) 3 (\$300) 2 & 5 (\$100 ea)	Program funding assistance	(\$1,000.00)
	Aiken Civic Ballet	7	Program sponsorship	(\$400.00)
	Omega Psi Phi Fraternity	8	Scholarship Programs Assistance	(\$500.00)
	Alpha Kappa Alpha Sorority	8	Scholarship Programs Assistance	(\$500.00)
	Delta Sigma Theta Sorority	8	Scholarship Programs Assistance	(\$1,000.00)
	Alpha Phi Alpha Fraternity	8	Scholarship Programs Assistance	(\$500.00)
	Aiken Barnwell Mental Health	8	Funding for programs	(\$720.00)
	Breezy Hill Baptist Church	At-Large,1,2,3,4,5,7,8 (\$100 ea), 6 (\$200)	Christmas on Breezy	(\$1,000.00)
	North Augusta Lions Club	4 & 5 (\$500 each)	Christmas parade	(\$1,000.00)
	American Legion LBC Unit 153	At-Large, 2, 4 (\$100 each)	Palmetto girls state program	(\$300.00)
22-12-197	Aiken County PRT	At-Large (\$300) 1,2,3,4,5,6,7 (\$100 ea)	Langley Pond Christmas Event	(\$1,000.00)
23-01-04	Aiken County RMC	At-Large	Financial support for annual conference	(\$500.00)
	University of SC, Aiken	2	annual MLK Day celebration	(\$100.00)
	Gloverville Elementary	At-Large, 2,3 (\$100 each)	Sponsorship of Valentine Court	(\$300.00)
	Mental Health America, Aiken	7	Sponsorship of fundraising event	(\$500.00)
	LBC Memorial Unit 153	3	Palmetto Girls State program	(\$700.00)
	LBC American Legion Post 153	At-Large, 2 (\$100 each), 3 (\$300), 4 (\$400)	Palmetto Boys State program	(\$900.00)
	Aiken-Augusta Wounded Warrior	At-Large & 2 (\$100 each)	Charity Golf Classic event	(\$200.00)
23-02-26	Aiken-Augusta Wounded Warrior	1,5,6,7 (\$100 each)	Charity Golf Classic Event	(\$400.00)
	Jesse C. Lynch Memorial Unit 71	4 & 5 (\$500 each)	Palmetto Girls State program	(\$1,000.00)
23-02-33	Leadership Aiken County	At-Large (\$400), 1,2,3,4,5,7 (\$100 ea)	LAC Class of 2023 Group project sponsor	(\$1,000.00)
23-03-47	Clemson University Foundation	At-Large (\$300), 1 & 6 (\$100 ea), 2 (\$200)	SC Ag & Art Tour in Aiken County	(\$700.00)
23-03-54	Children's Place, Inc.	7	Celebrity Waiter Night Sponsorship	(\$500.00)
	City of Aiken PRT	7	Sponsorship of 18U Softball season	(\$280.00)
	Town of Jackson	2	Youth Sports Programs	(\$500.00)
	Clean Up Aiken	At-Large (\$200) 1 (\$300) 2 (\$200) 5 (\$100) 6 (\$200)	Funding assistance for programs	(\$1,000.00)
23-04-68	Overflow Foundation	1 (200), 2 (550), 4 (250)	Programming & Financial support	(\$1,000.00)
	Salvation Army of Aiken	1	Programming sponsorship	(\$300.00)
	GVW Fire Department	1 (200), 6 (800)	Community Service Project	(\$1,000.00)
23-05-87	Aiken County Animal Shelter	1 & 2 (\$300 ea), 4 (\$200)	Funding for various shelter needs	(\$800.00)
23-05-90	Vaucluse Cemetery Association	6	Town beautification project	(\$1,000.00)
	Aiken County Firefighter Association	2	Program funding	(\$350.00)

Contingency Fund By District
Expenditures and Balances as of May 17, 2023
(Each District begins the Fiscal Year with \$5000)

	<u>District</u>	<u>Spent</u>	<u>Available</u>
Bunker	At-Large	\$3,803	\$1,197
Felder	1	\$4,300	\$700
Kellems	2	\$4,516	\$484
Feagin	3	\$5,000	\$0
Mobley	4	\$4,550	\$450
Haskell	5	\$4,850	\$150
Napier	6	\$3,500	\$1,500
Siders	7	\$4,705	\$295
Hightower	8	\$5,000	\$0
TOTAL		<u>\$40,224</u>	<u>\$4,776</u>